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 27, 2024

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC HEARING/PRESENTATION

1. *Presentation of Certificates to the Winners of the Snowplow Naming Contest for 2024*

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

VI. APPROVAL OF MINUTES

1. *February 13, 2024 Village Board Meeting Minutes*

VII. WARRANT

1. *Warrant - February 27, 2024 24/3 $552,347.77*

VIII. **CONSENT AGENDA – CONSIDERATION OF AN "OMNIBUS VOTE"**

1. *Approval of an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Authorizing a Tax Increment Financing Redevelopment Agreement by and Between the Village of Bensenville and 1301 W Irving Park LLC for Property Located at 1301 West Irving Park Road, Bensenville, Illinois*

2. *Ordinance Amending Section 3-3-5 of the Bensenville Village Code – Liquor Regulations – to Increase the Number of Class E1 Liquor Licenses from 11 to 12 for the Issuance of a Liquor License to La Poblanita*

3. *Resolution Declaring Certain Village Owned Avaya Equipment as Surplus Property and Authorizing Disposal*

4. *Resolution Authorizing a Order with Omega Sign & Lighting, Inc. for Upgrades to the Existing Electronic Message Center Sign in the Not-to-Exceed Amount of $95,668.00*

5. *Resolution Authorizing a Retail Sales Agreement with AVI Systems, Inc. For The Village Hall Cablecast Video Distribution System in the Not to Exceed Amount of $55,827.00*

6. *Resolution Authorizing a Retail Sales Agreement with AVI Systems, Inc. for The Village Hall First Floor CED Conference Room in the Not to Exceed Amount of $22,799.00*

7. *Resolution Authorizing a Retail Sales Agreement with AVI Systems, Inc. for The Village of Bensenville Admin Conference Room 201 In the Not to Exceed Amount of $45,510.00*

8. *Resolution Authorizing the Execution of a Purchase Order to Roesch Ford for the Purchase of Public Works and Police Vehicles in the Not-to-Exceed Amount of $677,256*

9. *Resolution Appropriating the Use of Motor Fuel Tax (MFT) Funds to Pay For Roadway Related General Maintenance in the Amount of $300,000 from January 1, 2024 to December 31, 2024*

10. *Resolution Authorization the Execution of a Contract with Dahme Mechanical Inc. for the Removal and Replacement of all Four Influent Screw Pump's Lower Bearing Seals in the Not-to-Exceed Amount of $19,888*

11. *Resolution Authorizing the Execution of Amendment No. 7 to the Engineering Services Agreement with HR Green for Plan Review Services Associated with the Elgin-O'Hare Western Access Project in the Additional Not to Exceed Amount of $75,000 for a Revised Contract Total of $798,000*

12. *Resolution Authorizing the Execution of a Purchase Order to Traffic Control & Protection Inc. for Bike Path Signage in the Not to Exceed Amount of $11,552*

13. *Resolution Authorizing a Purchase Order to MJ Iron Works of Elk Grove Village, IL for Emergency Pedestrian Safety Railing Repairs along Illinois Route 19 (Irving Park Road) in the Not-to-Exceed Amount of $15,000*

14. *Resolution Authorizing the Award of a Construction Contract for the 2023 CDBG – Browngate Subdivision Improvements Project to Acqua Contractors Corporation of Elmhurst, IL in the Not-to-Exceed Amount of $1,900,000*

15. *Resolution Authorizing the Award of a Construction Engineering Services Agreement for the 2023 CDBG Project – Browngate Subdivision Improvements Project to Thomas Engineering Group, LLC in the Not-to-Exceed Amount of $216,188*

IX. **REPORTS OF VILLAGE DEPARTMENTS**

A. Administration – No Report

B. Community and Economic Development – No Report

C. Finance – No Report

D. Police Department – No Report

E. Public Works – No Report

F. Recreation – No Report

X. **REPORTS OF VILLAGE OFFICERS:**

A. PRESIDENT'S REMARKS:

B. VILLAGE MANAGER'S REPORT:

C. VILLAGE ATTORNEY'S REPORT:

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. 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)]

XIV. MATTERS REFERRED FROM EXECUTIVE SESSION

XV. ADJOURNMENT

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Presentation	M. Ribando	Village President	02/27/24

DESCRIPTION:
Presentation of Certificates to the Winners of the Snowplow Naming Contest for 2024

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

COMMITTEE ACTION: **DATE:**

BACKGROUND:
Mikenzie Callahan, Emily Marcondes, and Silvia Ortiz all submitted the name, "Scoop Dogg" which was selected as the winning name.

Silvia Ortiz already received her certificate at the unveiling of the plow. Because Mikenzie and Emily were not able to attend, they are receiving their awards this evening.

KEY ISSUES:

ALTERNATIVES:

RECOMMENDATION:

BUDGET IMPACT:

ACTION REQUIRED:

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Minutes	Corey Williamsen	Village Clerk's Office	February 27, 2024

DESCRIPTION:
February 13, 2024 Village Board Meeting Minutes

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

COMMITTEE ACTION: **DATE:**

BACKGROUND:

KEY ISSUES:

ALTERNATIVES:

RECOMMENDATION:

BUDGET IMPACT:

ACTION REQUIRED:

ATTACHMENTS:

Description	Upload Date	Type
DRAFT_240213_VB	2/21/2024	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 13, 2024

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

ROLL CALL: 2. Upon roll call by Deputy Village Clerk, Corey Williamsen, the following Board Members were present:

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

Absent: Village Clerk, Nancy Quinn

A quorum was present.

Staff Present: E. Summers, J. Caracci, S. Flynn, M. Leyva, K. Pozsgay, D. Schulze, C. Williamsen

PUBLIC COMMENT: **Alexis Ciancio – 17 N. Plank Road, Bensenville, Illinois 60106**
Ms. Ciancio addressed the Village Board regarding overflow parking from Heritage Square being allowed to park on Main Street. President DeSimone asked to speak with the Resident after the meeting.

APPROVAL OF MINUTES: 4. The January 16, 2024 Village Board Meeting minutes were presented.

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

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

NAYS: None

All were in favor. Motion carried.

WARRANT NO. 24/2: 5. President DeSimone presented **Warrant No. 24/2** in the amount of $3,290,566.02.

Motion: Trustee Franz made a motion to approve the warrant as presented. Trustee Lomax the motion.

DRAFT

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

NAYS: None

All were in favor. Motion carried.

Resolution No. R-17-2024:

6. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-17-2024** entitled a **Resolution Authorizing the Execution of a Joint Funding Agreement for Construction with the Illinois Department of Transportation (IDOT) for Grant Funding and Authorizing the Appropriation of Required Local Matching and Non-Participating Funds Associated with the Main Street and Church Road Resurfacing and Sidewalk Construction Project.**

Director of Public Works, Joe Caracci stated the Village successfully applied for a Surface Transportation Program (STP) grant in the amount of $607,750 ($578,500 for construction and $29,250 for construction engineering) to resurface Church Rd (Grove Ave to IL-19) as well as Main St (Church Rd to Green St). Mr. Caracci stated the project scope also includes filling in the sidewalk gap along east side of Church Rd between Grove Ave and Green St. Other items of work will include spot C&G repairs, spot sidewalk repairs, ADA ramps, pavement striping as well as landscape restoration.

Mr. Caracci stated as part of the project implementation process, the Village needs to execute a Joint Funding Agreement for Construction with IDOT. Mr. Caracci stated IDOT will be the lead agency running the project on behalf of FHWA. Mr. Caracci stated this agreement establishes the division of project costs that will be paid for either by federal funds, state funds or by local community dollars. Mr. Caracci stated it also establishes the reimbursement method which will include IDOT managing the project and submitting reimbursement requests from the Village for our local share in normal pay estimate installments.

Mr. Caracci stated the current estimated project cost for construction and construction engineering is $1,174,402. Mr. Caracci stated the division of costs shown on the Joint Funding Agreement are based on these estimated construction and construction engineering costs. Mr. Caracci stated a total of $607,750 is being paid for by the STP Grant. Mr. Caracci stated this resolution appropriates the required local match and non-participating funds associated with this project, which is currently estimated at $566,652.

Mr. Caracci stated Board approval is sought to allow the Village President to execute the required documents so that we can keep on schedule for the March 2024 IDOT letting date. Mr. Caracci stated construction is anticipated in Spring/Summer of 2024.

Motion: Trustee Panicola made a motion to approve the resolution as presented. Trustee Lomax seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

Resolution No. R-18-2024:

7. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-18-2024** entitled a **Resolution Appropriating the Use of Rebuild Illinois Grant Funds for Construction of the 2024 Residential Street Improvements Program in the Amount of $1,209,469.02.**

Mr. Caracci stated the Illinois Department of Transportation (IDOT) has been authorized to implement a grant program using proceeds from general obligation bonds authorized in the Rebuild Illinois Capital Program. Mr. Caracci stated funding is allotted among local public agencies based on the regular Motor Fuel Tax (MFT) formula, which is a per capita distribution. Mr. Caracci stated these funds have been awarded and dispersed in six payments occurring twice each year in 2020, 2021, and 2022. Mr. Caracci stated in total, the Village has received $1,209,469.02 over the three-year period. Mr. Caracci stated the Village has until July 2025 to spend this grant funding. Mr. Caracci stated these funds are authorized to be used for planning, engineering, acquisition, construction, reconstruction, development, improvement, extension, and all construction related expenses of the public infrastructure projects that are bondable capital improvements. Mr. Caracci stated a bondable capital improvement is generally a capital improvement that has an average useful life of greater than 13 years.

Mr. Caracci stated in accordance with the requirement of the use of RBI funding, IDOT requires a resolution to appropriate the necessary RBI funds for this work. Mr. Caracci stated this specific appropriation will help fund the construction of the 2024 Residential Street Improvement Program.

Mr. Caracci stated the streets included in the project are Pamela Drive, Dennis Drive, Dolores Drive, Jacquelyn Drive, Belmont Avenue, John Street, Brentwood Court, Legends Lane, Brentwood Drive, and Redmond Court. Mr. Caracci stated the scope of work will include resurfacing, full depth patching, curb and gutter removal & replacement, sidewalk removal & replacement, ADA sidewalk corner improvements, drainage structure replacements, landscape improvements, pavement markings, and street sign replacements.

Motion: Trustee Panicola made a motion to approve the resolution as presented. Trustee Frey seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

Resolution No. R-19-2024:

8. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-19-2024** entitled a **Resolution Authorizing a Purchase Order to Imperial Surveillance for Senior and Community Center Access Control and Video Cameras in the Not-to-Exceed Amount of $75,000.**

Mr. Caracci stated as part of the Senior and Community Center Project, we recommend the installation of access control and video cameras. Mr. Caracci stated access control for our doors through Village Hall will help limit and allow access to specific areas of the building. Mr. Caracci stated video surveillance will help monitor what is happening throughout the building.

Mr. Caracci stated as we currently have both systems in place within the building, we are looking to enhance and add to the current level of access control and the number and location of video cameras. Mr. Caracci stated the current system is proprietary to Imperial Surveillance and uses existing software and hardware components.

Mr. Caracci stated Imperial Surveillance was asked to provide a proposal for enhancements to our systems. These enhancements will include:

- Upgraded access control panels in IT Server Room
- Install eleven (11) new door locations (using 10 new readers and 1 existing reader)

- Installation of over 5,000 feet of wiring from devices to panel in IT Server Room
- Upgrade of one video surveillance server
- Installation of eight (8) new and relocation of one (1) video cameras
- All necessary software licenses

Mr. Caracci stated the cost of the work was negotiated to $74,210.77. Mr. Caracci stated Staff is requesting $75,000 for minor field changes, if needed.

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

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

NAYS: None

All were in favor. Motion carried.

Resolution No. R-20-2024:

9. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-20-2024** entitled a **Resolution Authorizing the Ratification of Payment to Restore Restoration Inc. for Emergency Remediation to Village Hall after a Pipe Burst on January 17, 2024 in the Amount of $14,722.15.**

Mr. Caracci stated on January 17, 2024 a fire sprinkler pipe burst over the entrance foyer to Village Hall. Mr. Caracci stated the pipe burst caused water damage to the foyer, vestibule, and parts of the lower level of Village Hall. Mr. Caracci stated the cause of the burst was pressure build up due to a frozen sprinkler line.

Mr. Caracci stated due to the burst a number of activities ensued to remediate the issue. Mr. Caracci stated Omega Pro Systems was called in to shut the water off and repair the broken elbow in the pipe. Mr. Caracci stated the cost of the pipe repair was $3,741.60. Mr. Caracci stated Restore Restoration, Inc. was called in to perform cleanup (water cleanup) and remediation services (drywall removal and dehumidification) on the main entrance floor and the lower level. Mr. Caracci stated the cost of the remediation services was $14,722.15.

Mr. Caracci stated additional costs yet to be completed are:

- Repairs necessary due to the event including drywall repair, insulation installation and replacement, and painting. The Village will use FH Paschen (our Senior Center contractor) to perform the repairs anticipated to not to exceed $4,983.49.
- Repair to electric floor heaters in the vestibule (purchase parts and perform in-house installation) at a cost of $1,500.00
- Reimbursement of damaged electrical components stored in the lower level for the Senior Center construction estimated at $4,000.00

Mr. Caracci stated as this was an unforeseen emergency event, we are asking use $25,000 of the Village Manager's Contingency budget to reimburse the costs of the event

Mr. Caracci stated the Restore Restoration invoice was the only invoice over $10,000 and therefore we are asking for the Village Board's ratification of the payment to them. Mr. Caracci stated their payment is on the current 24/2 warrant previously approved at this meeting.

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

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

NAYS: None

All were in favor. Motion carried.

Resolution No. R-21-2024:

10. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-21-2024** entitled a **Resolution Authorizing the Approval of Amendment No. 1 to the Professional Engineering Services Agreement with Greeley and Hansen, LLC for Construction Engineering of the Pressure Adjusting Station Replacement Project, Contingent on IEPA Loan Approval.**

Mr. Caracci stated the Village is seeking an IEPA Loan for the Replacement of the Church Road Pressure Adjusting Station.

Mr. Caracci stated the Village Board approved R-159-2023 approving an engineering services agreement with Greeley and Hansen for construction engineering services associated with the Church Road Pressure Adjusting Station Replacement Project. Mr. Caracci stated the IEPA has reviewed the agreement and has requested some non-monetary changes be added to the agreement to be eligible for loan reimbursement.

Mr. Caracci stated the IEPA has reviewed and approved the attached amendment to the original agreement. Mr. Caracci stated all proposed changes include non-monetary additions and are as follows:

1. AUDIT AND ACCESS TO RECORDS
2. COVENANT AGAINST CONTINGENT FEES
3. CERTIFICATION REGARDING DEBARRMENT, SUSENSION, AND OTHER RESPONSIBILITY MATTERS
4. USEPA NONDISCRIMINATION CLAUSE
5. USEPA FAIR SHARE PERCENTAGE CLAUSE

Mr. Caracci stated the Village Supports these additions and recommends approval of the amendment.

Motion: Trustee Panicola made a motion to approve the resolution as presented. Trustee Lomax seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

Resolution No. R-22-2024:

11. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-22-2024** entitled a **Resolution Authorizing a Facility Usage License Agreement with 200 x 85, LLC for the ChiTown Shuffle Youth Hockey Tournament.**

Director of Recreation, Sean Flynn stated the Village has encouraged 200 X 85, LLC to use the Edge Ice Arenas as one of the host sites for the 2024 ChiTown Shuffle youth hockey tournament. Mr. Flynn stated this tournament will feature approximately thirty teams from the Chicagoland area and from around the Midwest. The event will take place from April 19th through April 21st, 2024.

Mr. Flynn stated the Resolution presented, approves a Facility Usage License Agreement with 200 X 85, LLC. Mr. Flynn stated the agreement will cover any and all ice times reserved by 200 X 85 at the Edge over April 19 - 21 weekend Mr. Flynn stated this agreement helps offset fixed operating costs by generating revenues during the off-peak periods.

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

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

NAYS: None

All were in favor. Motion carried.

Resolution No. R-23-2024:

12. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-23-2024** entitled a **Resolution Authorizing a Facility Usage License Agreement with Play Hockey USA.**

Mr. Flynn stated the Village has encouraged Play Hockey USA to use the Edge Ice Arenas as one of the host sites for the 2024 Windy City Rumble youth hockey tournament taking place over the May 3rd - May 5th, 2024 weekend. Mr. Flynn stated this tournament will feature approximately thirty teams from the Midwest.

Mr. Flynn stated the Resolution presented approves a Facility Usage License Agreement with Play Hockey USA. Mr. Flynn stated the agreement will cover any and all ice times reserved by Play Hockey USA at the Edge over the May 3rd - May 5th weekend. Mr. Flynn stated this agreement helps offset fixed operating costs by generating revenues in off-peak periods.

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

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

NAYS: None

All were in favor. Motion carried.

Resolution No. R-24-2024:

13. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-24-2024** entitled a **Resolution Authorizing an Ice Arena License and Facility Use Agreement with the Chicago Blues Hockey Club.**

Mr. Flynn stated the Chicago Blues Hockey Club has been the primary tenant at the Edge Ice Arenas since 2000. Mr. Flynn stated the current agreement is in its final year and set to expire in August, 2024. Mr. Flynn stated Staff and representatives of the Chicago Blues Hockey Club have worked together to establish a new agreement at the Edge Ice Arenas that would be binding between September 1, 2024 and August 31, 2031.

Mr. Flynn stated the Resolution presented approves an Ice Arena and Facility Usage License Agreement with the Chicago Blues Hockey Club. Mr. Flynn stated this would be a 7-year agreement and will cover the entire Chicago Blues clinic, tryout, home game and practice schedule. Mr. Flynn stated this agreement will require the Blues to purchase a minimum of 1,400 hours annually, through the entirety of the 2024-2031 term. Mr. Flynn stated in addition, the Blues will also lease exclusive locker room and office space at the Edge on Jefferson Street.

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

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

NAYS: None

All were in favor. Motion carried.

Resolution No. R-25-2024:

14. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-25-2024** entitled a **Resolution Authorizing the Execution of a Facility Rental Use Agreement with TCC Tournament LLC.**

Mr. Flynn stated the majority of ice arena facility rental revenues are generated through existing long term agreements that typically run from late August through late May on an annual basis. Mr. Flynn stated TCC Tournament LLC has expressed an interest in renting a minimum of 63 hours for the purpose of conducting two 1-week hockey schools during July at the Edge Ice Arenas.

Mr. Flynn stated the Village has fixed, variable and overhead operating costs that are associated with the Edge Ice Arenas. Mr. Flynn stated the Village can offset these expenses during the non-peak season at the Edge by generating sales revenues through in-house programming and facility usage agreements such as hockey schools, competitions, tryouts, camps and tournaments.

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

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

NAYS: None

All were in favor. Motion carried.

Resolution No. R-26-2024:

15. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-26-2024** entitled a **Resolution Authorizing an Ice Arena License and Facility Use Agreement with the Chiefs Hockey Club.**

Mr. Flynn stated the Chiefs Hockey Club is a community based, recreational level youth hockey club that has skated out of the Edge Ice Arena for the past 25 years. Mr. Flynn stated the current agreement expires in August, 2024. Mr. Flynn stated Staff and representatives from the Chiefs Hockey Club have worked together to establish a new 7-year agreement at the Edge Ice Arenas that would go in effect on September 1, 2024 through August 31, 2031.

Mr. Flynn stated the Resolution presented approves an Ice Arena and Facility Usage License Agreement with the Chiefs Hockey Club. Mr. Flynn stated this agreement ensures that all Chiefs practice, home game, tryout and clinic ice will take place at the Edge Ice Arenas.

Motion: Trustee Panicola made a motion to approve the resolution as presented. Trustee Frey seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

PRESIDENT'S REMARKS:

President DeSimone announced a St. Patrick's Day themed Senior Bingo Night will be held on March 14th at Green Street Grille; Doors open at 3:00pm. Dinner will be served at 4:00pm followed by bingo. The cost is $5.00 at the door; no prior registration is needed; please visit the Village website for more information.

President DeSimone announced the Law Enforcement Classic Hockey Game which benefits Honor Flight Chicago, will take place on March 23rd at the Edge Ice Arena; puck dop is 6:00pm; there are still seats available; Please call Honor Flight Chicago Ticket office at 773-227-8387 to purchase tickets or visit the Village website for the online link.

MANAGERS REPORT:

Village Manager, Evan Summers announced the Village is no accepting application for Police Officer Candidates; the written test will be held on March 5th at 6:30pm at the Police Department; All information can be found on the Village's website.

VILLAGE ATTORNEY REPORT:

Village Attorney, P. Joseph Montana, stated he had no Village Attorney Report.

UNFINISHED BUSINESS:

There was no unfinished business.

NEW BUSINESS:

There was no new business.

EXECUTIVE SESSION:

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

ADJOURNMENT:

Trustee Perez made a motion to adjourn the meeting. Trustee Frey seconded the motion.

ROLL CALL:

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

NAYS: None

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 6:49 p.m.

Nancy Quinn
Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, February 2024

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Warrant	Jessica Juarez	Finance	2/27/2024

DESCRIPTION:
Warrant - February 27, 2024 24/3 $552,347.77

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

COMMITTEE ACTION: **DATE:**

BACKGROUND:

KEY ISSUES:

ALTERNATIVES:

RECOMMENDATION:

BUDGET IMPACT:

ACTION REQUIRED:
Warrant - February 27, 2024 24/3 $552,347.77

ATTACHMENTS:

Description	Upload Date	Type
Warrant - February 27, 2024, 24/3 $552,347.77	2/22/2024	Backup Material

VILLAGE OF BENSENVILLE WARRANT 24/3
FEBRUARY 27, 2024

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.

EVAN K SUMMERS
VILLAGE MANAGER

Sharon Guest

SHARON GUEST
INTERIM FINANCE DIRECTOR

Approved by the Board of Trustees on February 27, 2024 hereby authorizing the Director of Finance to disburse $552,347.77 the accounts indicated in the attached report.

NANCY QUINN
VILLAGE CLERK

FRANK DESIMONE
VILLAGE PRESIDENT

BENSENVILLE
GATEWAY TO OPPORTUNITY

EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 2/27/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
1ST AYD, CORP.									
3047									
PSI670630	DIVISION SUPPLIES	ELGIN	20240366	02/15/2024	11050440-542110	PW	R&M BUILDING	$267.51	0
								267.51	
ACS ENTERPRISES, INC.									
505									
20798	R-146-2023, HVAC FILTERS	CHICAGO	20240053	03/07/2024	11050440-542110	PW	R&M BUILDING	$823.75	0
								823.75	
ADVANCE AUTO PARTS									
808									
8751403627951	INV# 8751403627951 OIL	BENSENVILLE	20240325	03/06/2024	11174100-542610	SF	R&M ICE RESURFACER	$98.02	0
8751403928097	1 NEW BATTERY-SQ #355-INV #875	BENSENVILLE	20240404	03/09/2024	11040110-542410	PD	R&M VEHICLES	$155.32	0
								253.34	
AMERICAN CONSERVATION & BILLIN(									
1262									
16342	AQUAHAWK STANDARD 3/1/24-4/1/:	COLORADO SP	20240287	03/02/2024	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	$995.00	0
								995.00	
AMERICAN LEGAL PUBLISHING CORP									
1805									
31369	VILLAGE CODE UPDATE: ORDINAN	CINCINNATI	20240304	02/22/2024	11010030-525010	AD	BOOKS/PAMPHLETS/PUBLICATION	$176.00	0
								176.00	
AMERIGAS PROPANE LP									
2091									
3160950396	INV# 3160950396 PROPANE REFILL	KING OF PRUS:	20240398	03/14/2024	11174100-541385	SF	GAS-PROPANE	$94.99	0
								94.99	
APWA									
9872									
IPSI2024	IPSI - FOCUS ON LEADERSHIP SKIL	KANSAS CITY	20240217	03/20/2024	11050420-521510	PW	TRAINING PROGRAMS/SESSIONS	$795.00	0
IPSI2024	IPSI - FOCUS ON LEADERSHIP SKIL	KANSAS CITY	20240217	03/20/2024	11050430-521510	PW	TRAINING PROGRAMS/SESSIONS	$795.00	0
IPSI2024	IPSI - FOCUS ON LEADERSHIP SKIL	KANSAS CITY	20240217	03/20/2024	51050540-521510	PW	TRAINING PROGRAMS/SESSIONS	$795.00	0
								2,385.00	
AUTOMATIC BUILDING CONTROLS, LI									
1610									
16569	SOLE SOURCE - HVAC MONITORIN	ROLLING MEAD	20240302	03/02/2024	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	$3,804.00	0
								3,804.00	
BARBA, JACK (E)									
2620									
REIMBURSE 2023	REIMBURSE JACK BARBA	BENSENVILLE	20233804	01/03/2024	11040360-522110	FN	EXPENSE REIMBURSEMENT	$1,690.29	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
REIMBURSE 2023	REIMBURSE JACK BARBA	BENSENVILLE	20233804	01/03/2024	11040110-542410	FN	R&M VEHICLES	$11.01	0
REIMBURSE 2023	REIMBURSE JACK BARBA	BENSENVILLE	20233804	01/03/2024	11040360-551110	FN	MATERIALS/SUPPLIES-ADMIN	$252.48	0
								1,953.78	
BATTERY SERVICE CORPORATION									
2716									
0106182	1 NEW BATTERY-SQUAD #350-INV #	BENSENVILLE	20240224	02/18/2024	11040110-542410	PD	R&M VEHICLES	$113.50	0
0106508	BATTERIES FOR LIFT STATIONS	BENSENVILLE	20240356	02/28/2024	51050560-542310	PW	R&M MATERIALS & EQUIPMENT	$773.70	0
								887.20	
BAXTER & WOODMAN									
2717									
0255093	R-103-22 - S. INDUSTRIAL BUSIN	CAROL STREAM	20230416	02/24/2024	31080810-536513	PW	ENG SVC - DESIGN	$2,305.89	0
0255093	R-103-22 - S. INDUSTRIAL BUSIN	CAROL STREAM	20230416	02/24/2024	51080860-536513	PW	ENG SVC - DESIGN	$1,134.70	0
								3,440.59	
BENSENVILLE ELEMENTARY SCHOOL									
2721									
JAN-FEB 2024	BENSENVILLE COMMUNITY NEWS	BENSENVILLE	20240357	03/08/2024	11020170-572171	FN	NEWSLETTER	$1,973.71	0
								1,973.71	
BENSENVILLE PARK DISTRICT									
2728									
17509	GYM MEMBERSHIPS	BENSENVILLE	20240419	03/07/2024	11020130-521510	AD	TRAINING PROGRAMS/SESSIONS	$153.00	0
								153.00	
BENSENVILLE POSTMASTER									
2622									
FEBRUARY 2024	UB MAILING	BENSENVILLE	20240314	03/02/2024	51030250-540110	FN	POSTAGE/DELIVERY SERVICES	$2,589.34	9007804
								2,589.34	
BEST QUALITY FACILITY SERVICES, L									
1619									
48941	VILLAGE HALL CLEANING SERVICE	FRANKLIN PAR	20240446	03/21/2024	11020110-532810	AD	PROJECT MANAGEMENT SERVICE	$1,725.00	0
								1,725.00	
BOND REFUND									
99									
12911-34276	MANEVAL CONSTRUCTION INC			02/06/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	$180.00	0
13036-20587	UNIQUE CONCRETE CONSTRUCTI(			02/06/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	$70.00	0
13105-20874	MCNICHOLS, BRANDON			02/06/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	$105.00	0
13188-44614	CHRISMAN, MICHAEL			02/06/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	$135.00	0
13332-16950	ALL-TRADE ELECTRICAL & CONSTI			02/06/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	$180.00	0
13388-202963	CABRAL, CONSUELO			02/06/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	$70.00	0
13431-11355	PARVIN-CLAUSS SIGN COMPANY, I			02/06/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	$135.00	0

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13433-11355	PARVIN-CLAUSS SIGN COMPANY, I			02/06/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	$135.00	0
13495-26906	MORGAN HARBOUR CONSTRUCTI(			02/06/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	$180.00	0
13533-30222	SACCO, STEVE			02/06/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	$225.00	0
13551-38859	SIGN ARTIST INC.			02/06/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	$180.00	0
13566-24623	FOUR SEASONS HEATING & AIR C			02/06/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	$70.00	0
13629-35381	BLINDERMAN CONSTRUCTION CO.			02/06/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	$105.00	0
13633-46058	COMMAND MECHANICAL			02/06/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	$70.00	0
13688-19049	MR MAINTENANCE INC.			02/06/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	$180.00	0
								2,020.00	
CAPITALONE, NA									
1587									
0000115444	APWA - JOB POSTING	NEW ORLEANS	20233773	01/17/2024	11020130-541250	FN	RECRUITMENT	$25.00	9007803
00018467	GOVERNMENT FINANCE OFFICERS	NEW ORLEANS	20233773	01/27/2024	11030110-531310	FN	ACCOUNTING SERVICES	$460.00	9007803
0006843Q-	JEWEL OSCO - SENIOR SUPPLIES	NEW ORLEANS	20233773	02/02/2024	11070750-577125	FN	SENIOR CITIZEN	$40.00	9007803
000736082	APWA - JOB POSTING	NEW ORLEANS	20233773	02/02/2024	11020130-541250	FN	RECRUITMENT	$25.00	9007803
0073037	AMAZON - POOL CLEANER FOR SF	NEW ORLEANS	20233773	02/02/2024	11070760-542310	FN	R&M EQUIPMENT	$3,999.00	9007803
0193832	AMAZON - HDMI CABLES	NEW ORLEANS	20233773	01/04/2024	11020190-551110	FN	MATERIALS/SUPPLIES-ADMIN	$34.97	9007803
03143Q	SAMS CLUB -EMA	NEW ORLEANS	20233773	01/14/2024	11020190-551110	FN	MATERIALS/SUPPLIES-ADMIN	$252.18	9007803
0317005-2	AMAZON - FLASH DRIVE	NEW ORLEANS	20233773	12/28/2023	11020190-551110	FN	MATERIALS/SUPPLIES-ADMIN	$32.56	9007803
0317005-3	AMAZON - FLASH DRIVE	NEW ORLEANS	20233773	12/28/2023	11020190-551110	FN	MATERIALS/SUPPLIES-ADMIN	$22.44	9007803
120508679	COSTAR REALITY - ONLINE DEMOC	NEW ORLEANS	20233773	01/05/2024	11060640-549990	FN	OTHER CONTRACTUAL SERVICE	$529.74	9007803
120623-TOLLWAY	IL TOLLWAY REPLENISH	NEW ORLEANS	20233773	01/05/2024	11050490-549990	FN	OTHER CONTRACTUAL SERVICE	$50.00	9007803
1577020	AMAZON -MEDICAL WALL CABINET	NEW ORLEANS	20233773	01/05/2024	11070750-577122	FN	COMMUNITY CENTER	$149.00	9007803
1933	AMERICAN PLANNING ASSOC - JOE	NEW ORLEANS	20233773	01/04/2024	11020130-541250	FN	RECRUITMENT	$100.00	9007803
19736748-122223-2	PRIMO WATER	NEW ORLEANS	20233761	01/19/2024	11020110-551110	FN	MATERIALS/SUPPLIES-ADMIN	$3.99	9007803
1973674812223	PRIMO WATER	NEW ORLEANS	20233761	01/17/2024	11020110-551110	FN	MATERIALS/SUPPLIES-ADMIN	$21.48	9007803
201934	IMPERIAL SURVEILLANCE	NEW ORLEANS	20233773	09/21/2022	11020180-531260	FN	INFO TECHNOLOGY SERVICES	$413.00	9007803
2069004	AMAZON - HEALTH SUPPLIES	NEW ORLEANS	20233737	01/12/2024	11040340-554510	FN	SMALL TOOLS & EQUIPMENT	$352.59	9007803
2109029	AMAZON - TOY DRIVE	NEW ORLEANS	20233773	01/03/2024	11070750-577125	FN	SENIOR CITIZEN	$332.55	9007803
2124SPRVSRTRNS	IPERLA - SUPERVISOR TRAINING	NEW ORLEANS	20233773	01/12/2024	11020130-521510	FN	TRAINING PROGRAMS/SESSIONS	$825.00	9007803
2225493	ISSUU INC - ANNUAL	NEW ORLEANS	20233773	02/02/2024	11020170-572175	FN	WEBSITE & SOCIAL NETWORKING	$428.84	9007803
231	ASTI ITALIAN DELI - BOARD MEETIN	NEW ORLEANS	20233761	01/11/2024	11010010-551110	FN	MATERIALS/SUPPLIES-ADMIN	$221.54	9007803
24132	GOV HR - JOB POSTING	NEW ORLEANS	20233773	02/09/2024	11020130-541250	FN	RECRUITMENT	$100.00	9007803
2697047	AMAZON - COLOR CAMERA	NEW ORLEANS	20233773	01/06/2024	51050110-551110	FN	MATERIAL/SUPPLIES	$203.19	9007803
2697047	AMAZON - COLOR CAMERA	NEW ORLEANS	20233773	01/06/2024	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	$203.19	9007803
3036242	AMAZON - KITCHEN SUPPLIES	NEW ORLEANS	20233737	02/02/2024	11040110-542110	FN	R&M BUILDING	$120.85	9007803
3084270	AMAZON - ELECTRONICS VIDEO C/	NEW ORLEANS	20233773	01/06/2024	51050110-551110	FN	MATERIAL/SUPPLIES	$20.80	9007803
3084270	AMAZON - ELECTRONICS VIDEO C/	NEW ORLEANS	20233773	01/06/2024	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	$20.80	9007803
3331424	AMAZON - FIRST AID CABINET	NEW ORLEANS	20233773	01/05/2024	11070750-577122	FN	COMMUNITY CENTER	$196.37	9007803

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3337028	AMAZON - TWO TONED FRAME	NEW ORLEANS	20233773	01/17/2024	11020110-551110	FN	MATERIALS/SUPPLIES-ADMIN	$127.44	9007803
34467	IPRA - MEMBERSHIP	NEW ORLEANS	20233773	01/07/2024	11174100-521510	FN	TRAINING PROGRAMS/SESSIONS	$265.00	9007803
34468	IPRA - MEMBERSHIP	NEW ORLEANS	20233773	01/07/2024	11174100-521510	FN	TRAINING PROGRAMS/SESSIONS	$265.00	9007803
3607417	AMAZON - TRACTION CLEATS	NEW ORLEANS	20233773	01/11/2024	11050490-554810	FN	UNIFORMS - PURCHASE	$153.96	9007803
3618647	AMAZON - FAST CHARGER CABLE	NEW ORLEANS	20233737	01/20/2024	11040340-554510	FN	SMALL TOOLS & EQUIPMENT	$55.29	9007803
4358610	AMAZON - KITCHEN SUPPLIES	NEW ORLEANS	20233737	01/20/2024	11040110-542110	FN	R&M BUILDING	$77.69	9007803
4877002	AMAZON - THERMAL PRINTER	NEW ORLEANS	20233737	02/01/2024	11040110-542410	FN	R&M VEHICLES	$437.91	9007803
5-928-69912	FEDEX INVOICE	NEW ORLEANS	20233773	01/07/2024	51050577-536511	FN	ENG SVC - ENVIRONMENTAL	$28.60	9007803
5-930-69375	FEDEX INVOICE	NEW ORLEANS	20233773	01/11/2024	51050577-536511	FN	ENG SVC - ENVIRONMENTAL	$19.81	9007803
5-934-52676	FEDEX INVOICE	NEW ORLEANS	20233773	01/12/2024	51050577-536511	FN	ENG SVC - ENVIRONMENTAL	$36.40	9007803
5325803	AMAZON - FLASH DRIVES	NEW ORLEANS	20233737	01/12/2024	11040360-551120	FN	PHOTO SUPPLIES	$159.96	9007803
5366271	URBAN LAND INSTITUTE - MEMBEF	NEW ORLEANS	20233773	02/01/2024	11060110-521110	FN	MEMBERSHIP DUES	$375.00	9007803
5468212	AMAZON - BATTERY BACKUP	NEW ORLEANS	20233773	01/11/2024	11020180-531260	FN	INFO TECHNOLOGY SERVICES	$79.00	9007803
5562656	AMAZON - RECHARGEABLE FLASH	NEW ORLEANS	20233737	01/20/2024	11040340-554810	FN	UNIFORMS - PURCHASE	$115.77	9007803
562272	URBAN LAND INSTITUTE - MEMBEF	NEW ORLEANS	20233773	02/01/2024	11060110-521110	FN	MEMBERSHIP DUES	$264.00	9007803
6695465	AMAZON- CUP HOLDER TABLET M(	NEW ORLEANS	20233773	01/06/2024	51050110-551110	FN	MATERIAL/SUPPLIES	$25.55	9007803
6695465	AMAZON- CUP HOLDER TABLET M(	NEW ORLEANS	20233773	01/06/2024	11050490-552130	FN	MATERIAL/SUPPLIES-VEHICLES	$25.54	9007803
7698610	AMAZON - FOLDING WALKER	NEW ORLEANS	20233773	01/05/2024	11070750-577122	FN	COMMUNITY CENTER	$44.74	9007803
7713832	AMAZON - SENIOR CENTER SUPPL	NEW ORLEANS	20233773	01/05/2024	11070750-577122	FN	COMMUNITY CENTER	$357.55	9007803
7728210	AMAZON - TRACTION CLEATS	NEW ORLEANS	20233773	01/11/2024	11050490-554810	FN	UNIFORMS - PURCHASE	$21.95	9007803
82RQ-TNYW-DRJ8	SALES TAX REFUND FROM ORDER	NEW ORLEANS		12/05/2023	11050420-542410	FN	R & M VEHICLES	$-40.00	9007803
8335455	AMAZON - CED SUPPLIES	NEW ORLEANS	20233773	01/21/2024	11060110-551110	FN	MATERIALS/SUPPLIES-ADMIN	$960.27	9007803
8753046	AMAZON - ADJUSTABLE CRUTCHE:	NEW ORLEANS	20233773	01/05/2024	11070750-577122	FN	COMMUNITY CENTER	$63.50	9007803
8785032	AMAZON - SHOE COVERS	NEW ORLEANS	20233737	01/20/2024	11040340-554510	FN	SMALL TOOLS & EQUIPMENT	$38.97	9007803
91036189	VARI - DESK	NEW ORLEANS	20233773	01/19/2024	51050577-551110	FN	OFFICE SUPPLIES	$361.25	9007803
9392231	AMAZON - EPSON CARTRIDGE	NEW ORLEANS	20233773	02/02/2024	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	$56.34	9007803
98	ASTI ITALIAN DELI - LUNCH	NEW ORLEANS	20233773	01/27/2024	11030110-522110	FN	EXPENSE REIMBURSEMENT	$95.80	9007803
ATLAS 010924	ATLAS TOYOTA TRANING	NEW ORLEANS	20233773	02/08/2023	11050110-521510	FN	TRAINING PROGRAMS/SESSIONS	$1,432.00	9007803
BRK032597	BACKRACK - VEHICLE BRACKETS /	NEW ORLEANS	20233773	01/04/2024	11050420-542410	FN	R & M VEHICLES	$539.97	9007803
CASHBACK 12/23-(	CASH BACK 12/5/23-01/05/24	NEW ORLEANS		02/02/2024	11000000-439915	FN	MISCELLANEOUS REIMBURSEMEI	$-165.77	9007803
DAILY HERALD 01/	DAILY HERALD SUBSCRIPTION	NEW ORLEANS	20233761	02/01/2024	11020110-525010	FN	BOOKS/PAMPHLETS/PUBLICATION	$19.99	9007803
MC16858841	MAILCHIMP SUBSCRIPTION	NEW ORLEANS	20233773	01/23/2024	11020170-576010	FN	ECONOMIC DEVELOPMENT INITIA	$39.25	9007803
MQFD19861L	APPLE ICLOUD STORAGE	NEW ORLEANS	20233773	01/04/2024	11050110-532100	FN	PROFESSIONAL SERVICES	$2.09	9007803
MQFD19861L	APPLE ICLOUD STORAGE	NEW ORLEANS	20233773	01/04/2024	51050110-532100	FN	PROFESSIONAL SERVICES	$0.90	9007803
MQFD3WW9TS	APPLE ICLOUD STORAGE	NEW ORLEANS	20233773	01/31/2024	11050110-532100	FN	PROFESSIONAL SERVICES	$2.09	9007803
MQFD3WW9TS	APPLE ICLOUD STORAGE	NEW ORLEANS	20233773	01/31/2024	51050110-532100	FN	PROFESSIONAL SERVICES	$0.90	9007803
PODS006526594	PODS INVOICE	NEW ORLEANS	20233773	01/22/2024	31080800-596500	FN	DEMOLITION & OTHER CONSTR C	$179.00	9007803
SO046859894	DULUTH TRADING COMPANY - UNII	NEW ORLEANS	20233773	12/31/2023	51050540-554810	FN	UNIFORMS	$125.30	9007803
VP_0C5FR8RG	VISTA PRINT BUSINESS CARDS	NEW ORLEANS	20233773	02/02/2024	11050110-551110	FN	MATERIALS/SUPPLIES-ADMIN	$72.88	9007803
VP_QG2N8M6G	VISTA PRINT BUSINESS CARDS	NEW ORLEANS	20233773	01/18/2024	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	$94.99	9007803

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W0117366469-1	EDIBLE ARRANGEMENTS - BOPC	NEW ORLEANS	20233761	01/11/2024	11010070-532100	FN	PROFESSIONAL SERVICES	$92.85	9007803
W0117366940-1	EDIBLE ARRANGEMENTS - BOPC	NEW ORLEANS	20233761	01/11/2024	11010070-532100	FN	PROFESSIONAL SERVICES	$91.79	9007803
W0117367332-1	EDIBLE ARRANGEMENTS - BOPC	NEW ORLEANS	20233761	01/11/2024	11010070-532100	FN	PROFESSIONAL SERVICES	$60.21	9007803
ZPHSS	IAPD / IPRA - NEW HEIGHTS CONFE	NEW ORLEANS	20233773	01/07/2024	11174100-521510	FN	TRAINING PROGRAMS/SESSIONS	$270.00	9007803
ZSSVZ	IAPD / IPRA - NEW HEIGHTS CONFE	NEW ORLEANS	20233773	01/07/2024	11174100-521510	FN	TRAINING PROGRAMS/SESSIONS	$270.00	9007803
								16,784.81	
CASE LOTS, INC.									
7307									
22520	OFFICE CLEANER	LYONS	20240374	02/21/2024	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	$47.90	0
								47.90	
CDW GOVERNMENT, INC.									
11480									
PP36663	CISCO ACCESS POINT	CHICAGO	20240290	03/14/2024	31080800-591000	FN	CAPITAL OUTLAY-BLDG&STRUCTU	$1,034.90	0
PQ83669	Adobe Acrobat for KEVIN CED	CHICAGO	20240317	03/17/2024	11020180-541180	AD	LICENSE FEES SOFTWARE	$149.32	0
								1,184.22	
CED									
401									
1028-1277956	SUPPLIES	MINNEAPOLIS	20240335	02/29/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	$1,948.95	0
1028-1281688	SUPPLIES	MINNEAPOLIS	20240335	03/09/2024	11050420-552670	PW	MATERIAL/SUPPLIES-ST LIGHTS	$252.38	0
								2,201.33	
CENTRAL TREE & LANDSCAPE MULCI									
2173									
11711	R-151-2023 - TUB GRINDING SERVI(	PINGREE GRO\	20233676	12/30/2023	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	$9,890.00	181561
								9,890.00	
CERTIFIED BALANCE & SCALE CORP.									
4221									
25905	CLEANING & CALIBRATION	SYCAMORE	20240368	02/21/2024	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	$2,112.00	0
								2,112.00	
CHICAGO COMMUNICATIONS, LLC.									
8427									
349016	INV# 349016 WALKIE TALKIE BATTE	ELMHURST	20233798	01/17/2024	11174100-542310	SF	R&M EQUIPMENT	$58.00	0
								58.00	
CHRISTOPHER B BURKE ENGINEERIN									
2738									
189222	R-114-2022 - EASTERN BUSINESS	ROSEMONT	20230417	02/11/2024	31080810-536513	PW	ENG SVC - DESIGN	$19,655.87	0
189222	R-114-2022 - EASTERN BUSINESS	ROSEMONT	20230417	02/11/2024	51080860-536513	PW	ENG SVC - DESIGN	$4,765.38	0
189223	R-115-2022 YORK RD CP RAILWAY	ROSEMONT	20230686	02/11/2024	31080810-536513	PW	ENG SVC - DESIGN	$260.00	0
189936	R-156-2023 - ON-CALL POTABLE W/	ROSEMONT	20240391	03/10/2024	51080860-536518	PW	ENG SVC- STUDIES	$720.00	0

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189937	SERVICES THROUGH 1/1/24 - 1/27/2	ROSEMONT	20240358	03/10/2024	11050110-532100	PW	PROFESSIONAL SERVICES	$550.00	0
189938	SERVICES THROUGH 1/1/24 - 1/27/2	ROSEMONT	20240358	03/10/2024	11050110-532100	PW	PROFESSIONAL SERVICES	$132.50	0
189939	R-114-2022 - EASTERN BUSINESS D	ROSEMONT	20240316	03/10/2024	31080810-536513	PW	ENG SVC - DESIGN	$20,813.75	0
								46,897.50	
CINTAS									
13176									
4180914608	AREA RUG SERVICE	MAYWOOD	20240128	02/21/2024	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	$104.95	0
4183021294	VH MAT CLEANING AND MAT CHAR	MAYWOOD	20240388	03/13/2024	11050440-549990	FN	OTHER CONTRACTUAL SERVICE	$705.79	0
4183021294	VH MAT CLEANING AND MAT CHAR	MAYWOOD	20240388	03/13/2024	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	$191.48	0
								1,002.22	
CITRON HYGIENE US, CORP.									
1548									
INV0177215	INV# INV0177215 FRESHAIRE DEOD	BILLERICA	20240328	03/01/2024	11070790-542112	SF	R & M BUILDING-CLEANING	$17.66	0
INV0177224	RESTROOM FRESHAIRE SEASONS	BILLERICA	20240107	03/01/2024	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	$35.32	0
								52.98	
CIVILTECH ENGINEERING, INC.									
454									
3803-07	R-72-2023 BRYN MAWR & BIRGINAL	ITASCA	20240295	03/10/2024	37980810-536513	PW	ENG SVC - DESIGN	$24,583.70	0
								24,583.70	
CLARKE ENVIRONMENTAL MOSQUITC									
2765									
001031810	INSECT CONTROL	CHICAGO	20240360	02/29/2024	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	$275.00	0
005107330	CHEMICALS	CHICAGO	20240359	02/28/2024	51050570-554120	PW	CHEMICALS	$1,713.00	0
								1,988.00	
COMCAST									
12216									
0930058421-0224	SERVICE DATES 2/14/24-3/13/24	SOUTHEASTER	20240434	03/08/2024	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	$20.98	0
0940002237-0224	COMCAST-0003318-0224	SOUTHEASTER	20240407	03/05/2024	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	$246.14	0
0940003318-0224	COMCAST-0003318-0224	SOUTHEASTER	20240407	03/02/2024	11174100-541310	SF	COMMUNICATION-PHONES (WIRE	$151.85	0
934545575-0224	SERVICE DATES 2/1/24-2/29/24	SOUTHEASTER	20240441	03/02/2024	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	$1,528.20	0
								1,947.17	
CONSTELLATION ENERGY SERVICES									
13016									
763464-13-0124	CONSTELLATION-763464-33-0124	CAROL STREAM	20240399	02/29/2024	11174100-541370	SF	ELECTRICITY	$27,186.96	0
763464-25-0124	CONSTELLATION-763464-33-0124	CAROL STREAM	20240399	02/29/2024	11070760-541370	SF	ELECTRICITY	$9,166.67	0
763464-25-0124	CONSTELLATION-763464-33-0124	CAROL STREAM	20240399	02/29/2024	11174100-541370	SF	ELECTRICITY	$6,092.91	0
763464-33-0124	CONSTELLATION-763464-33-0124	CAROL STREAM	20240399	02/29/2024	11070720-541370	SF	ELECTRICITY	$116.47	0
763464-35-0124	CONSTELLATION-763464-33-0124	CAROL STREAM	20240399	02/29/2024	11070790-541370	SF	ELECTRICITY	$352.09	0

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763464-36-0124	CONSTELLATION-763464-33-0124	CAROL STREAI	20240399	02/29/2024	11070790-541370	SF	ELECTRICITY	$304.23	0
763464-37-0124	CONSTELLATION-763464-33-0124	CAROL STREAI	20240399	02/29/2024	11070790-541370	SF	ELECTRICITY	$346.44	0
								43,565.77	
COOK COUNTY HIGHWAY DEPARTME									
5310									
2023-4	TRAFFIC SIGNAL MAINTENANCE	CHICAGO	20233797	02/02/2024	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	$1,206.67	0
								1,206.67	
CORE & MAIN LP									
12655									
T606251	R-146-2023, WATER SYSTEM PART:	ST LOUIS	20240062	02/07/2024	51050540-552520	PW	WATER MAIN PARTS	$2,195.00	0
U130205	HYDRANT PARTS	ST LOUIS	20240397	02/24/2024	51050540-552520	PW	WATER MAIN PARTS	$8,400.00	0
U235117	R-146-2023, WATER SYSTEM PART:	ST LOUIS	20240062	02/17/2024	51050540-552520	PW	WATER MAIN PARTS	$68.29	0
U301357	R-146-2023, WATER SYSTEM PART:	ST LOUIS	20240062	03/01/2024	51050540-552520	PW	WATER MAIN PARTS	$212.08	0
								10,875.37	
CRITICAL REACH									
365									
3068	2024 APBNET ANNUAL SUPPORT F	HILLSBOROUGI	20240403	01/07/2024	11040360-548110	PD	RENTAL & LEASE-EQUIPMENT	$515.00	0
								515.00	
DUPAGE COUNTY ANIMAL CONTROL									
3917									
23145	PICK-UP STRAY DOG-RE: CASE 202	WHEATON	20240393	02/24/2024	11040340-548410	PD	ANIMAL CONTROL SERVICES	$210.00	0
								210.00	
DUPAGE COUNTY CHIEFS OF POLICE									
2790									
2024 ANNUAL BD	2024 ANNUAL MEMBERSHIP-DOOLI	HINSDALE	20240361	01/31/2024	11040110-521110	PD	MEMBERSHIP DUES	$275.00	0
2024 MEMBERSHII	2024 ANNUAL MEMBERSHIP DUES-	HINSDALE	20240406	01/31/2024	11040110-521110	PD	MEMBERSHIP DUES	$275.00	0
								550.00	
DUPAGE COUNTY TREASURER									
3232									
JV95	ANNUAL OP & MAINT FEE FOR RMS	WHEATON	20240392	02/28/2024	11040110-542100	PD	MAINTENANCE AGREEMENTS	$43,465.04	0
								43,465.04	
DUSZA, CHRIS (E)									
2151									
HVAC PARKING 01	HVAC SHOW PARKING	DOWNERS GRC	20240411	02/22/2024	11050440-521510	PW	TRAINING PROGRAMS/SESSIONS	$25.00	0
								25.00	
EDWARD OCCUPATIONAL HEALTH									
2148									
00177289-00	1ST QUARTER DOT	CHICAGO	20240422	03/01/2024	11020130-541210	AD	PHYSICAL EXAMS	$320.00	0

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00177454-00	1ST QUARTER DOT	CHICAGO	20240422	03/01/2024	11020130-541210	AD	PHYSICAL EXAMS	$315.00	0
								635.00	
ENERGENECS, INC.									
900									
0046959-IN	YEARLY SUBCRIPTION PAID BACK	SAUKVILLE	20240339	02/11/2024	51050550-549990	PW	OTHER CONTRACTUAL SERVICES	$492.32	0
								492.32	
ENGINEERING ENTERPRISES, INC.									
671									
79213	R-131-2022 - BROWNGATE CDBG	SUGAR GROVE	20230395	02/17/2024	31080810-536513	PW	ENG SVC - DESIGN	$1,517.70	0
79213	R-131-2022 - BROWNGATE CDBG	SUGAR GROVE	20230395	02/17/2024	51080860-536513	PW	ENG SVC - DESIGN	$2,694.55	0
79215	R-74-2023 RED OAK LS1&LS2 REPL	SUGAR GROVE	20231698	02/17/2024	51080870-536518	PW	ENG SVC- STUDIES	$3,580.50	0
79462	R-51-2023 - ARGYLE & TWIN OAKS I	SUGAR GROVE	20240297	03/17/2024	31080810-536513	PW	ENG SVC - DESIGN	$11,827.00	0
								19,619.75	
ENGINEERING RESOURCE ASSOCIAT									
613									
13020200.85	SERVICES GOOD THROUGH - 12/31	WARRENVILLE	20233788	03/01/2024	11050110-532100	PW	PROFESSIONAL SERVICES	$1,463.00	0
W2221000.14	R-82-2022 - ADDISON CREEK SS I	WARRENVILLE	20230394	02/25/2024	31080850-536513	PW	ENG SVC - DESIGN	$10,766.00	0
								12,229.00	
ETS INTELLIGENCE, LLC									
809									
24020724	01/2024 BACKGROUND SCREENING	SCHAUMBURG	20240318	03/12/2024	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILIT	$150.00	0
								150.00	
EXCEL SCREEN PRINTING AND EMBR									
1205									
278882	HOLIDAY ICE SHOW SWEATSHIRTS	SCHILLER PAR		01/06/2024	11174100-557481	FN	AWARDS & COSTUMES	$905.16	0
								905.16	
FERAL FIXERS, NFP									
13044									
BEP24000714	TNR PROGRAM FOR 3 STARY CATS	LOMBARD	20240386	02/18/2024	11040340-548410	PD	ANIMAL CONTROL SERVICES	$66.00	0
BEP24001305	TNR PROGRAM FOR 2 STRAY CATS	LOMBARD	20240387	03/03/2024	11040340-548410	PD	ANIMAL CONTROL SERVICES	$44.00	0
								110.00	
FH PASCHEN, SN NIELSEN & ASSOCI									
2185									
4778-001	SENIOR CENTER BUILDOUT	CHICAGO	20240321	03/01/2024	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTU	$117,273.49	0
								117,273.49	
FLOCK SAFETY									
2118									
INV-26635	LICENSE PLATE READER SYSTEM-	ATLANTA	20240390	01/11/2024	11040110-548110	PD	RENTAL & LEASE-EQUIPMENT	$13,750.00	0

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								13,750.00	
FOREST AWARDS & ENGRAVING									
10846									
15188	AMANDA S. NAME PLATE	WOOD DALE	20240380	03/10/2024	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	$19.50	0
15202	BOARD ROOM NAME PLATES (LEY'	WOOD DALE	20240421	03/15/2024	11010030-551110	AD	MATERIALS/SUPPLIES-ADMIN	$42.75	0
								62.25	
FRANCISCO PEREZ									
774									
20240203	INV# 20240203 MEDALS/TROPHIES	BENSENVILLE	20240324	03/06/2024	11174100-557481	SF	AWARDS & COSTUMES	$2,281.39	0
								2,281.39	
FULLIFE SAFETY LLC									
2038									
69765	CALIBRATION SERVICE	ROSELLE	20240353	02/25/2024	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	$77.50	0
								77.50	
GALETON									
12921									
2705296	W.W. GLOVES - PPE	FOXBOROUGH	20240385	03/01/2024	51050570-554810	PW	UNIFORMS	$356.68	0
								356.68	
GEIB INDUSTRIES, INC.									
2833									
727417-001	VEH 254	BENSENVILLE	20240362	02/25/2024	11050420-542410	PW	R & M VEHICLES	$109.24	0
								109.24	
GONZALES COMPANIES, LLC									
2135									
0018170	R-103-2023 - IL-19 STREETSCAPE I'	BELLEVILLE	20240310	03/02/2024	37980810-536513	PW	ENG SVC - DESIGN	$3,996.30	0
								3,996.30	
GRAINGER									
2841									
9005656690	CLEANING MACHINE REPAIR FOR I	PALATINE	20240363	03/02/2024	11050440-542110	PW	R&M BUILDING	$39.34	0
9010564442	CLEANING MACHINE REPAIR FOR I	PALATINE	20240363	03/07/2024	11050440-542110	PW	R&M BUILDING	$636.50	0
9951507574	CLEANING MACHINE REPAIR FOR I	PALATINE	20240363	02/03/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	$26.48	0
								702.32	
GREAT LAKE THEATRE SERVICE, LTD									
319									
JAN 2024	BOOKING FEES - JAN2024 THEATE!	AURORA	20240332	03/03/2024	11070790-541460	SF	BOOKING FEES	$200.00	0
								200.00	

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GREATER ILLINOIS TITLE COMPANY									
1531									
90041684-261225	LEGAL SEARCH FOR OWNERSHIP	CHICAGO	20240444	03/09/2024	11020120-533110	AD	LEGAL SERVICES-GEN'L MATTERS	$200.00	0
								200.00	
GREEN STREET GRILLE									
1390									
FEB 2024	SENIOR LUNCHEON - FEBRUARY 2	BENSENVILLE	20240327	03/03/2024	11070750-577125	SF	SENIOR CITIZEN	$1,116.00	0
								1,116.00	
HACH COMPANY									
2847									
13906211	ORP Propbe - WWTP replacement	CHICAGO	20240225	03/02/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	$1,647.00	0
								1,647.00	
HD SUPPLY WHITE CAP									
679									
50025316954	PPE - MULTI DIV	ELK GROVE VIL	20240336	03/01/2024	11050420-554810	PW	UNIFORMS	$90.00	0
50025316954	PPE - MULTI DIV	ELK GROVE VIL	20240336	03/01/2024	11050430-554810	PW	UNIFORMS-PURCHASE	$90.00	0
50025316954	PPE - MULTI DIV	ELK GROVE VIL	20240336	03/01/2024	11050440-554810	PW	UNIFORMS - PURCHASE	$90.00	0
50025316954	PPE - MULTI DIV	ELK GROVE VIL	20240336	03/01/2024	11050490-554810	PW	UNIFORMS - PURCHASE	$90.00	0
50025316954	PPE - MULTI DIV	ELK GROVE VIL	20240336	03/01/2024	51050540-554810	PW	UNIFORMS	$90.49	0
								450.49	
HELM ELECTRICAL SERVICES INC									
2170									
24-125-1	596 DIANA CT - SERVICE	COUNTRYSIDE	20240235	03/09/2024	51050560-549990	PW	OTHER CONTRACTUAL SERVICES	$3,740.00	0
								3,740.00	
HENDERSON PRODUCTS, INC.									
1038									
393141	VEH PARTS	HUNTLEY	20240340	03/08/2024	11050420-542410	PW	R & M VEHICLES	$422.98	0
								422.98	
HERSHEY CREAMERY COMPANY									
13115									
INVE0020073978	INV# INVE0020073978 ICE CREAM -	HARRISBURG	20240331	03/06/2024	11070790-557810	SF	FOOD ITEMS	$216.00	0
								216.00	
HOUSE OF DOORS, INC.									
1784									
21184	SERVICE CALL FOR BUILDING MAI	BROOKFIELD	20233793	12/14/2023	11050440-542110	PW	R&M BUILDING	$853.25	0
								853.25	
HR GREEN, INC.									
876									

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169758	R-55-2023 ELGIN O'HARE WESTERN	CEDAR RAPIDS	20231149	01/05/2024	31080810-536513	PW	ENG SVC - DESIGN	$7,398.53	0
171087	R-55-2023 ELGIN O'HARE WESTERN	CEDAR RAPIDS	20231149	02/15/2024	31080810-536513	PW	ENG SVC - DESIGN	$6,741.03	0
								14,139.56	
ILLINOIS DEPARTMENT OF EMPLOYM									
3239									
FORTH QUARTER	IDES 4TH QUARTER PAYMENT	SPRINGFIELD	20233789	03/02/2024	11020130-512950	FN	UNEMPLOYMENT BENEFITS	$4,446.00	9007805
								4,446.00	
ILLINOIS DEPARTMENT OF REVENUE									
11498									
SALESTAX JAN24	SALES TAX JANUARY 2024	SPRINGFIELD		02/29/2024	11000000-265010	FN	SALES TAX PAYABLE	$237.00	9007806
SALESTAX JAN24	SALES TAX JANUARY 2024	SPRINGFIELD		02/29/2024	11000000-437295	FN	MISC REVENUE-REDMOND	$-4.00	9007806
								233.00	
ILLINOIS DEPARTMENT OF TRANSPOI									
7540									
64337	IL-19 IRVING PARK RD - TRAFFIC SI	SCHAUMBURG	20240375	03/01/2024	11050420-552670	PW	MATERIAL/SUPPLIES-ST LIGHTS	$1,543.71	0
								1,543.71	
ILLINOIS TRUCK ENFORCEMENT ASS									
451									
83DF7933-0002	2024 ANNUAL DUES-TRK ENF SZAE	CRYSTAL LAKE	20240219	02/24/2024	11040110-521110	PD	MEMBERSHIP DUES	$25.00	0
								25.00	
INDUSTRIAL CONSULTANTS, LLC									
985									
23-125-15	REFRIGERATION TRAINING	OWASSO	20233791	11/16/2023	11050440-521510	PW	TRAINING PROGRAMS/SESSIONS	$1,850.00	0
								1,850.00	
JC LICHT, LLC									
1289									
03093488	WW	CHICAGO	20240346	03/03/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	$37.83	0
								37.83	
JOHNSTON, GARY									
349									
JAN 2024	TRUCK PERMIT SERVICES-JAN24-II	ELBURN	20240334	03/05/2024	11040110-532100	PD	PROFESSIONAL SERVICES	$250.20	0
								250.20	
JORSON & CARLSON CO, INC.									
7925									
0717913	INV# 0717913 ICE SCRAPER KNIVES	ELK GROVE VIL	20240329	03/08/2024	11174100-542610	SF	R&M ICE RESURFACER	$77.80	0
								77.80	

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JULIE INC									
10934									
2024-0170	ANNUAL CONTRIBUTION	BEDFORD PARI	20240396	02/07/2024	51050110-521110	PW	MEMBERSHIP DUES	$3,958.89	0
								3,958.89	
JX ENTERPRISES, INC.									
1560									
2542897S	VEH PARTS/MAINTENANCE	HARTLAND	20240349	03/09/2024	11050420-542410	PW	R & M VEHICLES	$1,685.25	0
								1,685.25	
KOMLINE-SANDERSON ENGINEERING									
1379									
42058875	WWTP SUPPLIES	PEAPACK	20240347	02/16/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	$761.30	0
								761.30	
LEN'S ACE HARDWARE, INC.									
1814									
512029/1	MULTI DIVISION - SUPPLIES/PARTS	ADDISON	20240351	02/24/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	$449.98	0
								449.98	
LUCHT, LISA									
2076									
SEMINARS 2024	SEMINAR REIMBURSEMENTS - LIS/	HOFFMAN EST/	20240354	02/29/2024	51050577-521510	PW	EDUC/SEMRS/MTGS/TRNG	$445.00	0
								445.00	
MCDONALD'S CORP.									
9225									
02012024	1 PRISONER MEAL FOR JAN24-INV	BENSENVILLE	20240376	03/02/2024	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	$8.19	0
								8.19	
MCMASTER-CARR									
2917									
21005050	MULTI DIVISION - PARTS/SUPPLIES	CHICAGO	20240364	02/24/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	$435.41	0
21231979	MULTI DIVISION - PARTS/SUPPLIES	CHICAGO	20240364	02/29/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	$44.25	0
21338969	MULTI DIVISION - PARTS/SUPPLIES	CHICAGO	20240364	03/01/2024	51050570-542410	PW	R&M VEHICLES	$83.20	0
								562.86	
MEADE, INC.									
12050									
706848	R-152-2022/TRAFFIC SIGNAL MAIN	MCCOOK	20230229	01/28/2024	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	$825.04	0
707189	R-146-2023, TRAFFIC SIGNAL PART	MCCOOK	20240061	03/01/2024	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	$825.04	0
								1,650.08	
MENARDS									
11265									
57429	MULTI DIVISION - MATERIAL/SUPPL	MELROSE PARI	20240381	02/24/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	$1,862.74	0

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57876	MULTI DIVISION - MATERIAL/SUPPL	MELROSE PARI	20240381	03/01/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	$199.98	0
								2,062.72	
MILLER INDUSTRIAL, LLC									
6509									
SI-449644	SMALL TOOLS	OAK BROOK	20240373	03/02/2024	37980800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTU	$72.32	0
								72.32	
MISC ONE TIME VENDOR									
9									
200323.002	DUPLICATE REGISTRATION			03/22/2024	11100300-437430	FN	RINK REVENUE-FIGURE SKATING	$140.00	0
REFUND 021224	REFUND FOR ICE SKATING CLASSI			03/12/2024	11100300-437430	FN	RINK REVENUE-FIGURE SKATING	$65.00	0
REFUND 022024	REFUND ON OFFENDER REGISTRA			03/22/2024	11000000-444195	FN	FINES-PD-MISC FINE/RESTITUTIOI	$100.00	0
REIMBURSEMENT	REIMBURSEMENT FOR TIRE			03/15/2024	11020150-562510	FN	CLAIM PAYMTS-GENERAL LIABILIT	$252.99	0
TIF REIMBURSEMI	TIF REIMBURSEMENT 02-27-24			03/23/2024	37980890-576010	FN	ECONOMIC DEVELOPMENT INITIA	$37,000.00	0
								37,557.99	
MOTOROLA SOLUTIONS - STARCOM2									
12800									
8139920240102	MONTHLY WAVE APP USE/11 PHOI	CHICAGO	20240384	03/02/2024	11040110-542510	PD	R&M COMMUNICATIONS SYSTEM	$165.00	0
								165.00	
MUNICIPAL COLLECTION SERVICES, I									
1211									
026058	COLLECTION FEES	PALOS HEIGHT	20240400	03/01/2024	11060640-549990	FN	OTHER CONTRACTUAL SERVICE	$24.60	0
026059	COLLECTION FEES	PALOS HEIGHT	20240400	03/01/2024	11060640-549990	FN	OTHER CONTRACTUAL SERVICE	$11.30	0
								35.90	
NAMEONANYTHING.COM									
383									
240122-3L	INV# 2401212-3L SMOCKS - CLEANI	GLEN ELLYN	20240323	03/04/2024	11174100-554810	SF	UNIFORMS-PURCHASE	$561.00	0
240129-1L	INV# 240129=1L T-SHRITS 2024 MAI	GLEN ELLYN	20240322	03/02/2024	11174100-557481	SF	AWARDS & COSTUMES	$579.10	0
								1,140.10	
NCPERS IL IMRF									
5424									
0582032024	NCPERS 03/2024 PREMIUMS	JACKSONVILLE	20240420	03/02/2024	11000000-214120	AD	PAYROLL DEDUCT'N-LIFE INS	$112.00	0
								112.00	
NEUCO, INC.									
1069									
7381860	SUPPLIES	BOLINGBROOK	20233805	01/21/2024	11050440-554510	PW	SMALL TOOLS & EQUIPMENT	$77.60	0
7465601	FOSTER PUMP STATION MAINTENA	BOLINGBROOK	20240341	02/17/2024	11050440-542110	PW	R&M BUILDING	$673.73	0
								751.33	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
NORTHERN TOOL & EQUIPMENT									
2000									
549702036243683	TOOLS/PARTS	ATLANTA	20240352	03/06/2024	11050490-554510	PW	SMALL TOOLS & EQUIPMENT	$699.99	0
549703362230614	MULTI DIV. SUPPLIES	ATLANTA	20233794	01/27/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	$72.96	0
								772.95	
PACE SUBURBAN BUS DIVISION OF T									
1667									
630951	R-149-2022 PACE BUS RIDESHARE	ARLINGTON HT	20230114	01/30/2024	11050110-549990	PW	OTHER CONTRACTUAL SERVICE	$2,932.97	0
632302	DEC'2023 LOCAL SHARE	ARLINGTON HT	20233806	03/01/2024	11050110-549990	PW	OTHER CONTRACTUAL SERVICE	$3,386.42	0
								6,319.39	
PALUMBO, FRANK (E)									
1099									
REIMBURSEMENT	LUNCH REIMBURSEMENT - SNOW	WOOD DALE	20240344	02/11/2024	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	$162.71	0
								162.71	
PASSPORT LABS, INC									
1149									
INV-1043648	JANUARY MOBILE PAY PARKING T	DETROIT	20240286	03/01/2024	11030110-540330	FN	BANK/CREDIT CARD FEES	$97.68	0
								97.68	
PHYSICIANS IMMEDIATE CARE CHICA									
1845									
4378740	PRE EMPLOYEMENT SCREENINGS	CAROL STREA	20240447	03/10/2024	11020130-541210	AD	PHYSICAL EXAMS	$275.00	0
								275.00	
POLICE LAW INSTITUTE, INC									
1259									
15193	2024 ANNUAL SUBSCRIPTION-INV #	NORTH LIBERT	20240389	01/31/2024	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	$3,895.00	0
								3,895.00	
PRECISE DIGITAL PRINTING INC									
1580									
110172	SNOWPLOW CONTEST DECAL - SC	BENSENVILLE	20240350	02/23/2024	11050420-542410	PW	R & M VEHICLES	$105.00	0
								105.00	
PROTANIC INC									
1184									
226923	STORAGE TANK POLISH - WWTP	SAUKVILLE	20240032	03/01/2024	51050560-549990	PW	OTHER CONTRACTUAL SERVICES	$2,245.00	0
								2,245.00	
QUINN, NANCY (E)									
1553									
MEETING 020724	REIMBURSEMENT FOR MCDC MEE	BENSENVILLE	20240445	03/08/2024	11010030-522110	AD	EXPENSE REIMBURSEMENT	$35.00	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								35.00	
R.N.O.W., INC									
437									
2024-68962	AQUATECH REPAIRS	WEST ALLIS	20240052	02/25/2024	51050570-542410	PW	R&M VEHICLES	$3,475.00	0
								3,475.00	
RAFAL ZAPOTOCZNY (E)									
1675									
HVAC PARKING 01	HVAC SHOW PARKING	OAK LAWN	20240410	02/22/2024	11050440-521510	PW	TRAINING PROGRAMS/SESSIONS	$25.00	0
								25.00	
REINKE PSYCHOLOGICAL SERVICES,									
1657									
B-2-6-2024	PSYCHOLOGICAL TESTING	BARTLETT	20240417	03/09/2024	11010070-541240	AD	TESTING	$600.00	0
								600.00	
RITEWAY PEST CONTROL, INC.									
1416									
350095	PEST CONTROL	ELMHURST	20240144	03/02/2024	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	$175.00	0
390100	PEST MANAGEMENT-DEC23-INV #3	ELMHURST	20240348	12/31/2023	11040110-542110	PD	R&M BUILDING	$125.00	0
								300.00	
ROESCH FORD									
486									
152702	REPLACE FRONT AXLE SHAFT ON	BENSENVILLE	20233801	12/28/2023	11040110-542410	PD	R&M VEHICLES	$142.18	0
153713	REPLACE GASKETS/SEALS/FILTER	BENSENVILLE	20240220	02/04/2024	11040110-542410	PD	R&M VEHICLES	$660.76	0
153893	REPLACE STEER WHL/DRIVERS OU	BENSENVILLE	20240222	02/16/2024	11040110-542410	PD	R&M VEHICLES	$985.19	0
								1,788.13	
RONCO INDUSTRIAL SUPPLY COMPAI									
58									
6084832-1	TRASH CAN LINERS	BENSENVILLE	20233803	01/03/2024	11040110-552125	FN	MATERIALS/SUPPLIES-CLEANING	$86.10	0
6086305-1	TRSH CN LNRS/PPR TWLS/BATH TS	BENSENVILLE	20240402	03/13/2024	11040110-552125	PD	MATERIALS/SUPPLIES-CLEANING	$338.59	0
								424.69	
S & E INSPECTIONS INC									
3642									
8765- 2023	EMISSION INSPECTIONS	FRANKLIN PAR	20233796	12/07/2023	11050440-542410	PW	R&M VEHICLES	$37.00	0
8778	EMISSION INSPECTIONS	FRANKLIN PAR	20233796	12/14/2023	11050110-542410	PW	R&M VEHICLES	$37.00	0
								74.00	
SAUBER MFG. CO.									
4413									
PSI227960	INSPECTION	VIRGIL	20240370	02/24/2024	11050430-542410	PW	R&M VEHICLES	$2,436.00	0
								2,436.00	

EXPENDITURE APPROVAL LIST

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
SCURTO, BRANDON (E)									
2186									
UNIFORM 2024	UNIFORM BALANCE - BRANDON SC	LAKE IN THE HI	20240412	03/01/2024	51050570-554810	PW	UNIFORMS	$108.35	0
								108.35	
SOLENIS, LLC									
1826									
132531032	R-7-2024, POLYMER	ATLANTA	20240148	02/14/2024	51050570-554120	PW	CHEMICALS	$8,484.10	0
								8,484.10	
SOUTH SIDE CONTROL SUPPLY, CO.									
3003									
S100908543.001	BUILDING MAINTENANCE	CHICAGO	20233795	01/18/2024	11050440-542110	PW	R&M BUILDING	$409.50	0
								409.50	
STANDARD EQUIPMENT CO.									
4236									
P47529	VEH PARTS	CHICAGO	20240369	02/03/2024	51050540-542410	PW	R&M VEHICLES	$202.51	0
								202.51	
STAPLES CONTRACT & COMMERCIAL									
9227									
3558962776	INV# 3558962776 CLEANING SUPPL	FRAMINGHAM	20240330	02/09/2024	11174100-542112	SF	R&M BUILDING-CLEANING	$506.87	0
3558962777	INV# 3558962776 CLEANING SUPPL	FRAMINGHAM	20240330	02/09/2024	11174100-542112	SF	R&M BUILDING-CLEANING	$39.96	0
3558962778	INV# 3558962776 CLEANING SUPPL	FRAMINGHAM	20240330	02/09/2024	11174100-542112	SF	R&M BUILDING-CLEANING	$39.96	0
3558962779	INV# 3558962776 CLEANING SUPPL	FRAMINGHAM	20240330	02/09/2024	11174100-542112	SF	R&M BUILDING-CLEANING	$387.20	0
3558962781	INV# 3558962776 CLEANING SUPPL	FRAMINGHAM	20240330	02/21/2024	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	$50.18	0
3558962784	INV# 3558962776 CLEANING SUPPL	FRAMINGHAM	20240330	02/09/2024	11174100-542112	SF	R&M BUILDING-CLEANING	$195.04	0
3558962793	INV# 3558962776 CLEANING SUPPL	FRAMINGHAM	20240330	03/02/2024	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	$212.59	0
3558962803	OFFICE SUPPLIES-INV #355896280:	FRAMINGHAM	20240378	02/16/2024	11040110-552125	PD	MATERIALS/SUPPLIES-CLEANING	$87.62	0
3558962848	PW OFFICE SUPPLIES	FRAMINGHAM	20240379	02/22/2024	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	$125.50	0
3558962849	PW OFFICE SUPPLIES	FRAMINGHAM	20240379	02/22/2024	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	$50.84	0
3558962851	PW OFFICE SUPPLIES	FRAMINGHAM	20240379	02/22/2024	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	$43.99	0
								1,739.75	
SUBURBAN LABORATORIES INC.									
3008									
221929	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	02/28/2024	51050570-543510	PW	LABORATORY TESTING	$293.62	0
221929	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	02/28/2024	51050577-543510	PW	LABORATORY TESTING	$552.01	0
221938	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	02/28/2024	51050570-543510	PW	LABORATORY TESTING	$18.60	0
221938	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	02/28/2024	51050577-543510	PW	LABORATORY TESTING	$34.96	0
222034	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	03/01/2024	51050570-543510	PW	LABORATORY TESTING	$18.60	0
222034	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	03/01/2024	51050577-543510	PW	LABORATORY TESTING	$34.96	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
222203	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	03/01/2024	51050570-543510	PW	LABORATORY TESTING	$107.99	0
222203	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	03/01/2024	51050577-543510	PW	LABORATORY TESTING	$203.01	0
222204	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	03/01/2024	51050570-543510	PW	LABORATORY TESTING	$107.99	0
222204	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	03/01/2024	51050577-543510	PW	LABORATORY TESTING	$203.01	0
222207	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	03/01/2024	51050570-543510	PW	LABORATORY TESTING	$603.72	0
222207	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	03/01/2024	51050577-543510	PW	LABORATORY TESTING	$1,135.00	0
222211	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	03/01/2024	51050570-543510	PW	LABORATORY TESTING	$111.23	0
222211	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	03/01/2024	51050577-543510	PW	LABORATORY TESTING	$209.10	0
222227	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	03/01/2024	51050570-543510	PW	LABORATORY TESTING	$102.78	0
222227	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	03/01/2024	51050577-543510	PW	LABORATORY TESTING	$193.22	0
222329	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	03/01/2024	51050570-543510	PW	LABORATORY TESTING	$9.30	0
222329	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	03/01/2024	51050577-543510	PW	LABORATORY TESTING	$17.48	0
222396	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	03/07/2024	51050570-543510	PW	LABORATORY TESTING	$18.60	0
222396	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	03/07/2024	51050577-543510	PW	LABORATORY TESTING	$34.96	0
222450	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	03/09/2024	51050570-543510	PW	LABORATORY TESTING	$18.60	0
222450	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	03/09/2024	51050577-543510	PW	LABORATORY TESTING	$34.96	0
								4,063.70	
SUMMERS, EVAN K. (E)									
1266									
ILCMA CONFEREN	REIMBURSMENT FOR ILCMA WINTI	BENSENVILLE		03/10/2024	11020110-522110	FN	EXPENSE REIMBURSEMENT	$353.71	0
								353.71	
TEAM SPORT PRO LTD									
1033									
5-5484	INV# 5-5484 BASE CADY - MEMORI/	GLENVIEW	20233790	01/19/2024	11070720-542310	SF	R & M EQUIPMENT	$424.00	0
5-5487	INV# 5-5487 NON-FOLDING BACKST	GLENVIEW	20240326	03/02/2024	11070720-542310	SF	R & M EQUIPMENT	$1,009.85	0
								1,433.85	
THE STEVENS GROUP									
1440									
0210941	ENVELOPES	ELMHURST	20240413	03/15/2024	11010030-551110	FN	MATERIALS/SUPPLIES-ADMIN	$222.20	0
0210941	ENVELOPES	ELMHURST	20240413	03/15/2024	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	$888.80	0
								1,111.00	
THOMPSON RENTAL STATION, INC.									
3016									
611192-1	MATERIAL FOR THEATER	BENSENVILLE	20240365	02/25/2024	11050440-542110	PW	R&M BUILDING	$45.32	0
611248-1	MATERIAL FOR THEATER	BENSENVILLE	20240365	03/03/2024	37980800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCTU	$147.00	0
								192.32	
TOSCAS LAW GROUP LLC									
1649									

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02082024	ADMIN HEARINGS TOW & SEIZURE	PALOS HEIGHT	20240415	03/10/2024	11040110-533100	AD	LEGAL SERVICES	$650.00	0
020824-BUILDING	ADMIN HEARINGS TOW & SEIZURE	PALOS HEIGHT	20240415	03/10/2024	11040110-533100	AD	LEGAL SERVICES	$550.00	0
020924-021624	ADMIN HEARINGS BY MAIL	PALOS HEIGHT	20240437	03/20/2024	11040110-549990	AD	OTHER CONTRACTUAL SERVICE	$320.00	0
02152024	ADMIN HEARINGS - TRAFFIC CONT	PALOS HEIGHT	20240416	03/17/2024	11040110-533100	AD	LEGAL SERVICES	$275.00	0
02152024- PARKIN	ADMIN HEARINGS - TRAFFIC CONT	PALOS HEIGHT	20240416	03/17/2024	11040110-533100	AD	LEGAL SERVICES	$500.00	0
								2,295.00	
TRANSCHICAGO TRUCK GROUP									
691									
X101440808:01	VEH PART 255	ELMHURST	20240337	02/05/2024	11050420-542410	PW	R & M VEHICLES	$31.58	0
								31.58	
TWIN SUPPLIES LTD									
877									
15272E	SUPPLIES	OAK BROOK	20240338	03/09/2024	11050420-552670	PW	MATERIAL/SUPPLIES-ST LIGHTS	$1,150.00	0
								1,150.00	
U.S. UPFITTERS / INLAD									
1483									
104897	LED SURFACE MOUNT	LOMBARD	20240409	03/09/2024	51050540-542410	PW	R&M VEHICLES	$1,093.32	0
								1,093.32	
ULINE									
11277									
170307689	BOOT SCRAPER	CHICAGO	20233800	11/29/2023	51050540-554810	PW	UNIFORMS	$130.13	0
172545859	FIRST AID PW	CHICAGO	20240382	01/27/2024	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	$24.00	0
172545860	FIRST AID PW	CHICAGO	20240382	01/27/2024	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	$310.51	0
								464.64	
USABLUEBOOK									
6491									
INV00231976	CHEMICALS	GURNEE	20240371	01/27/2024	51050570-552550	PW	LAB SUPPLIES	$331.53	0
INV00255939	CHEMICALS	GURNEE	20240371	02/23/2024	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	$322.79	0
INV00262895	PPE - MULTI DIV	GURNEE	20240372	03/01/2024	51050570-554810	PW	UNIFORMS	$114.77	0
INV00263076	PPE - MULTI DIV	GURNEE	20240372	03/01/2024	11050420-554810	PW	UNIFORMS	$8.43	0
INV00263076	PPE - MULTI DIV	GURNEE	20240372	03/01/2024	11050430-554810	PW	UNIFORMS-PURCHASE	$8.42	0
INV00263076	PPE - MULTI DIV	GURNEE	20240372	03/01/2024	11050440-554810	PW	UNIFORMS - PURCHASE	$8.42	0
INV00263076	PPE - MULTI DIV	GURNEE	20240372	03/01/2024	11050490-554810	PW	UNIFORMS - PURCHASE	$8.42	0
INV00263076	PPE - MULTI DIV	GURNEE	20240372	03/01/2024	51050540-554810	PW	UNIFORMS	$46.21	0
INV00263130	PPE - MULTI DIV	GURNEE	20240372	03/01/2024	11050420-554810	PW	UNIFORMS	$15.98	0
INV00263130	PPE - MULTI DIV	GURNEE	20240372	03/01/2024	11050430-554810	PW	UNIFORMS-PURCHASE	$15.98	0
INV00263130	PPE - MULTI DIV	GURNEE	20240372	03/01/2024	11050440-554810	PW	UNIFORMS - PURCHASE	$15.98	0
INV00263130	PPE - MULTI DIV	GURNEE	20240372	03/01/2024	11050490-554810	PW	UNIFORMS - PURCHASE	$15.98	0

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INV00263130	PPE - MULTI DIV	GURNEE	20240372	03/01/2024	51050540-554810	PW	UNIFORMS	$15.98	0
INV00263130	PPE - MULTI DIV	GURNEE	20240372	03/01/2024	51050570-554810	PW	UNIFORMS	$15.98	0
								944.87	
UTILITY DYNAMICS CORP.									
5881									
0202-3199	STREETLIGHT FAULT - DOMENIC C	OSWEGO	20240395	03/03/2024	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	$4,990.00	0
								4,990.00	
WAREHOUSE DIRECT, INC.									
1077									
5664048-0	WWTP ADMIN SUPPLIES	DES PLAINES	20240343	03/09/2024	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	$50.53	0
5664346-0	OFFICE SUPPLIES-INV #5664346-0	DES PLAINES	20240405	03/09/2024	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	$78.71	0
5665757-0	FINANCE SUPPLIES	DES PLAINES	20240342	03/13/2024	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	$180.15	0
								309.39	
WATT TIEDER HOFFAR & FITZGERALI									
2112									
1296592	LEGAL SERVICES FOR SENIOR CEI	MCLEAN	20233808	01/05/2024	11020120-533110	AD	LEGAL SERVICES-GENERAL	$6,199.00	0
1297715	LEGAL SERVICES FOR SENIOR CEI	MCLEAN	20240418	03/15/2024	11020120-533110	AD	LEGAL SERVICES-GENERAL	$500.00	0
								6,699.00	
WENTWORTH TIRE - BENSENVILLE									
3510									
40075739	INVOICE # 40075739	BENSENVILLE	20240367	03/08/2024	51050570-542410	PW	R&M VEHICLES	$302.49	0
								302.49	
WORK N GEAR, INC									
1136									
HA185302	UNIFORMS	BOSTON	20233792	01/28/2024	11050490-554810	PW	UNIFORMS - PURCHASE	$159.95	0
HA186385	CHRIS K - WORK PANTS UNIFORM	BOSTON	20240345	02/18/2024	51050570-554810	PW	UNIFORMS	$299.94	0
								459.89	
ZIEBELL WATER SERVICE									
3045									
264493-000	R-146-2023, WATER MAIN & HYDRA	ADDISON	20240058	02/08/2024	51050540-552520	PW	WATER MAIN PARTS	$3,517.83	0
264518-000	R-146-2023, WATER MAIN & HYDRA	ADDISON	20240058	02/10/2024	51050540-552520	PW	WATER MAIN PARTS	$428.40	0
264534-000	R-146-2023, WATER MAIN & HYDRA	ADDISON	20240058	02/14/2024	51050540-552520	PW	WATER MAIN PARTS	$209.00	0
								4,155.23	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #

CHECK TOTAL: **518,404.62**

WIRE/MANUAL TOTAL: **33,943.15**

EXPENDITURE TOTAL: **552,347.77**

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	K. Pozsgay	CED	02.27.24

DESCRIPTION:

Approval of an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Authorizing a Tax Increment Financing Redevelopment Agreement by and Between the Village of Bensenville and 1301 W Irving Park LLC for Property Located at 1301 West Irving Park Road, Bensenville, Illinois

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
COW recommended approval 4-0	02.20.24

BACKGROUND:

1. The applicant, 1301 W Irving Park LLC, is requesting TIF funds for redevelopment work at their property and new location of Cilantro Taco Grill.
2. The TIF scope of work includes, but not limited to, site work in the Village and State right of way, and general conditions.
3. The total TIF eligible work being considered is $37,000.
4. This project was approved by Village Board on June 21, 2022.

KEY ISSUES:

1. The Village agreed to pay for the improvements in the right of way, including closing two curb cuts, new curb and gutter, and new Village standard stamped concrete along Irving Park Rd.
2. The project would not move forward "but for" the TIF assistance.
3. The Northern Business District TIF has the funds available to assist with this project.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

It is the recommendation of staff that the requested TIF application of 1301 W Irving Park LLC be approved with the following stipulation.

1. Project participation by the TIF district of $37,000 as determined by a redevelopment agreement.
2. COW recommended approval 4-0

BUDGET IMPACT:

$37,000 from the Northern Business Tax Increment Financing District account.

ACTION REQUIRED:

Approval of an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Authorizing a Tax Increment Financing Redevelopment Agreement by and Between the Village of Bensenville and 1301 W Irving Park LLC for Property Located at 1301 West Irving Park Road, Bensenville, Illinois.

ATTACHMENTS:

Description	Upload Date	Type

Ordinance	2/15/2024	Ordinance
Redevelopment Agreement	2/21/2024	Exhibit
Engineer's Estimate	2/15/2024	Backup Material
Ord. O-16-2022 approving development	2/15/2024	Backup Material
Aerial & Zoning	2/15/2024	Backup Material

ORDINANCE NUMBER _____

AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS AUTHORIZING A TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT WITH 1301 W IRVING PARK LLC FOR PROPERTY LOCATED AT 1301 WEST IRVING PARK ROAD, BENSENVILLE ILLINOIS

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 President and Board of Trustees of the Village of Bensenville (the "*Corporate Authorities*") are charged with the responsibility of protecting the health, safety, and welfare of the residents of the Village; and

WHEREAS, 1301 W Irving Park LLC (the "*Developer*") is the owner of real property within the corporate limits of the Village commonly known as 1301 West Irving Park Road, Bensenville, Illinois (the "*Property*"), and

WHEREAS, the Village has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq*., as amended from time to time (the "*TIF Act*"); and

WHEREAS, on April 20, 2011, to stimulate and induce development and redevelopment pursuant to the TIF Act, the Village, after giving all required notices, conducting a public hearing and making all findings required by law, pursuant to Ordinance Number O-28-2011, Ordinance Number O-29-2011, and Ordinance Number O-30-2011, approved a Redevelopment Project Area Redevelopment Plan and Project (the "*Redevelopment Plan*") for an area designated as the North Industrial District Tax Increment Financing District Redevelopment Project Area (the "*Project*

Area") which Project Area includes the Property, and adopted tax increment financing for the payment and financing of certain "*Redevelopment Project Costs*" as described in the Redevelopment Plan; and

WHEREAS, pursuant to the TIF Act, the Village is authorized to enter into tax increment financing redevelopment agreements with property owners to achieve the objectives of the Redevelopment Plan and to incur reasonable or necessary "*Redevelopment Project Costs*," as defined by the TIF Act, including the reimbursement of eligible project costs to a property owner undertaking improvements in furtherance of or incidental to the Redevelopment Plan; and

WHEREAS, the Village and Developer have agreed to enter into a Tax Increment Financing Redevelopment Agreement by and between the Village of Bensenville, DuPage and Cook Counties Illinois and 1301 W Irving Park LLC (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, which sets forth the terms and conditions under which the Developer will be reimbursed for eligible project cost under the TIF Act for the redevelopment of the Property; and

WHEREAS, the Corporate Authorities in accordance with the authority granted to them by the TIF Act and the Illinois Municipal Code have determined that it is advisable, necessary and in the best interests of the health, safety, and welfare of the residents of the Village and in furtherance of the Redevelopment Plan for the Project Area to enter into the Agreement.

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

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

Section 2. That the Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to the Board of Trustees of the Village, with such necessary changes as may be authorized by the Village Manager, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

Section 3. That the Village President, Village Manager, Village Clerk and Village Attorney are hereby authorized and directed to execute and deliver the Agreement and all other documents necessary to implement the provisions, terms, and conditions thereof, and the Village Manager, Finance Director, and Village Attorney are further authorized to prepare and execute any such document and undertake all required action in accordance with the Agreement.

Section 4. The officials, officers, employees, and attorneys of the Village are hereby further authorized to take such actions and incur such costs as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

Section 5. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 6. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(*Intentionally Left Blank*)

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this ____ day of _____ 2024, pursuant to a roll call vote, as follows:

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Exhibit A

Agreement

A TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES ILLINOIS AND 1301 W IRVING PARK LLC

THIS REDEVELOPMENT AGREEMENT (the "**Agreement**") dated as of February 27, 2024 (the "**Effective Date**") by and between the **VILLAGE OF BENSENVILLE**, an Illinois municipal corporation, (the "**Village**") and **1301 W IRVING PARK LLC** an Illinois Limited Liability Corporation (the "**Developer**"). The Village and Developer shall collectively be known as the "**Parties**."

RECITALS

A. As a unit of local government under the laws of the State of Illinois, the Village has the authority to promote the health, safety and welfare of the Village and its residents, to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals; and

B. The Village has undertaken a program for the redevelopment of certain property within the Village of Bensenville, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.*, as amended (the "**Act**") to among other things, finance redevelopment projects that retain, expand and create employment opportunities within the Village of Bensenville, increase industry and commerce within the State of Illinois, increase the tax base and eradicate potentially blighting conditions, through the use of tax increment allocation financing for economic redevelopment; and

C. On April 20, 2011, pursuant to the Act and after giving all notices required by law and after conducting all public hearings required by law, the Village President and Board of Trustees (the "Corporate Authorities") passed and approved the following ordinances: (i) Ordinance No. 0-28-2011, entitled, "AN ORDINANCE DESIGNATING THE VILLAGE OF BENSENVILLE NORTH INDUSTRIAL DISTRICT TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT PROJECT AREA;" (ii) Ordinance No. 0-29-2011, entitled, "AN ORDINANCE APPROVING THE VILLAGE OF BENSENVILLE NORTH INDUSTRIAL DISTRICT TAX INCREMENT FINANCE DISTRICT REDEVELOPMENT PROJECT AREA REDEVELOPMENT PLAN AND PROJECT"; and (iii) Ordinance No. 0-30-2011, entitled, "AN ORDINANCE ADOPTING TAX INCREMENT FINANCING FOR THE VILLAGE OF BENSENVILLE NORTH INDUSTRIAL DISTRICT TAX INCREMENT FINANCE DISTRICT" (collectively, the "**TIF Ordinances**"); and

D. The TIF Ordinances adopted a Redevelopment Plan (the "**Redevelopment Plan")** and designated the area legally described in the Redevelopment Plan as a redevelopment project area which is identified as the North Industrial Redevelopment Project Area (the "**Redevelopment Project Area**"); and

E. Developer is the owner of the property commonly known as 1301 West Irving Park Road, Bensenville, Illinois, which is legally described in **Exhibit A** (the "**Property**") and is within

the boundaries of the Redevelopment Project Area; and

F. In accordance with the terms and conditions of this Agreement and the Redevelopment Plan, Developer shall undertake and complete the rehabilitation of the existing 1,441 square foot building along with the construction of an approximately 1,178 square foot addition on the Property, additional landscaping enhancements, and new concrete sidewalk, driveway, curb, gutter and other such infrastructure improvements on the Property and adjacent rights-of-way thereto for utilization as a commercial retail space for occupancy by Cilantro Taco Grill Restaurant, all as generally depicted on **Exhibit B** (the "**Preliminary Site Plan**") and as more fully described herein (the "**Project**"); and

G. To induce Developer to undertake the Project, the Corporate Authorities have determined it is in the best interests of the Village and the health, safety, morals, and welfare of its residents to make certain economic development incentives available to Developer as set forth herein; and

H. The Corporate Authorities have determined: (i) that the development and construction of the Project would be, in all respects, consistent with and in furtherance of the Redevelopment Plan, (ii) the completion of the Project would not be completed but for the financing incentive contemplated in this Agreement, and (iii) as a direct benefit of this Agreement and the contemplated rehabilitation and redevelopment of the Project, the equalized assessed value of the Property and the Redevelopment Project Area will increase; and

I. The Village has approved Developer as a developer within the Redevelopment Project Area, and has approved the Project, subject to Developer's compliance with all applicable laws, statutes, codes, ordinances, rules and regulations of or by any federal, state or local government entity (collectively, "**Laws**"), through the Village's February 27, 2024 passage and approval of an ordinance, entitled, "An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois, Authorizing a Tax Increment Financing Redevelopment Agreement with 1301 W Irving Park LLC for Property Located at 1301 West Irving Park Road, Bensenville, Illinois;" and

J. Developer has agreed, in reliance on the Village's commitments set forth in this Agreement, to develop and construct the Project and undertake certain other actions, all in accordance with this Agreement; and

K. The Village has agreed, in reliance on Developer's commitments set forth in this Agreement, to provide incentives for the Project through the Village Contribution (as defined below), until the earlier of (i) the expiration of the Term or (ii) complete satisfaction of such specific obligations as provided herein; and

L. The Village is authorized to enter into this Agreement and take all actions contemplated by it pursuant to the authority provided under the Act as well as the Corporate Authorities' passage and approval of the TIF Ordinances described above.

M. The Corporate Authorities in accordance with the authority granted to them by the

Act and the Illinois Municipal Code have determined that it is advisable, necessary and in the best interests of the health, safety, and welfare of the residents of the Village and in furtherance of the Redevelopment Plan for the Redevelopment Project Area to enter into the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree with each other as follows:

ARTICLE 1: RECITALS AND DEFINITIONS

Section 1.01. Recitals. The statements, representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth herein. The Parties acknowledge the accuracy and validity of such statements, representations, covenants, and recitations.

Section 1.02. Intentionally Deleted.

Section 1.03. Term. This Agreement shall be in full force and effect from the Effective Date and shall remain in full force and effect, unless earlier terminated pursuant to the terms of this Agreement, until December 31, 2033 (the "**Term**").

ARTICLE 2: REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations of Village. The Village makes the following representations and warranties, which are true and correct on the date hereof:

A. Due Authority. The Village has full lawful right, power, and authority, under current applicable law, to execute, deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary Village proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the Village, enforceable in accordance with its terms.

B. No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing. To the best of Village's knowledge, the TIF Ordinances, the Redevelopment Plan and the Redevelopment Project Area have been adopted and approved in accordance with the Laws.

C. Litigation. To the best of the Village's knowledge, there is no litigation, proceeding or investigation pending or threatened against the Village with respect to the Redevelopment Plan or this Agreement. In addition, to the best of the Village's knowledge, there is no other litigation, proceeding or investigation pending or threatened

against the Village seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Village to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Village of the terms and provisions of this Agreement.

D. As of the Effective Date, there are sufficient Available Incremental Taxes in the STAF to pledge and allocate the Village Contribution to the Developer.

Section 2.02. Representations of Developer. Developer makes the following representations and warranties, which are true and correct on the date hereof:

A. Due Authority. Developer has all necessary power and authority to execute, deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of Developer herein, and such execution and delivery have been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligation of Developer, enforceable in accordance with its terms.

B. No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. Litigation. To the best of Developer's knowledge, there is no litigation, proceeding or investigation pending or threatened against Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by Developer of the terms and provisions of this Agreement.

D. No Material Change. Developer has not experienced a materially adverse change in the business, financial position or results of its operations that could reasonably be expected to adversely affect Developer's ability to perform its obligations pursuant to this Agreement.

E. Corporate Consents. Except for the Governmental Approvals, no consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery, and performance by Developer of this Agreement.

F. No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving

of notice, or both, would constitute a default or an event of default in any material respect on the part of Developer under this Agreement, or any other material agreement or material instrument to which Developer is a party or by which Developer is bound.

G. Title to Property. Developer owns good and marketable fee simple title to the Property and no rights or options have been granted by, through or under Developer to purchase, lease or otherwise acquire the Property.

H. Compliance with Laws. To the best of Developer's knowledge, Developer is in compliance in all material respects with all valid laws, ordinances, orders, decrees, decisions, rules, regulations, and requirements of every duly constituted governmental authority, commission, and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

I. Other Disclosures. The information furnished to the Village by Developer in connection with the matters covered in this Agreement are true and correct or are the result of good faith estimates where applicable, and do not contain any untrue statement of any material fact and do not omit to state any material fact required to be stated therein or necessary to make any statement made therein, in light of the circumstances under which it is made, not misleading.

Section 2.03. Survival of Representations and Warranties. Developer agrees that all of its representations and warranties, and the Village agrees that all of its representations and warranties, set forth in this Article 2 or elsewhere in the Agreement are true as of the Effective Date and will be true in all material respects at all times hereafter during the Term of the Agreement, except with respect to matters which have been disclosed in writing to and approved in writing by the other party or as otherwise specifically set forth herein.

ARTICLE 3: DEVELOPMENT OF THE PROJECT

Section 3.01. Developer Covenant to Redevelop. Developer shall redevelop, reconstruct, and rehabilitate the Property and cause the Project to be constructed in accordance with this Agreement and all Exhibits attached hereto, the Preliminary Site Plan, the Project Schedule, the Plans and Specifications, the Project Budget, the Redevelopment Plan and all Laws applicable to the Property, the Project and/or Developer. The covenants set forth in this Article 3 shall run with the land and be binding upon any transferee of the Property and shall be deemed satisfied upon acceptance by the Village of the respective Certificate of Substantial Completion as set forth in Section 3.10.

Section 3.02. Project Schedule. Absent an event of Force Majeure, Developer shall commence and substantially complete the Project, including all improvements, in accordance with the schedule attached as **Exhibit C** (the "**Project Schedule**"). The Project Schedule may be modified as necessary by Developer with the prior written consent of the Village, which will not be unreasonably conditioned, delayed or withheld. An event of Force Majeure shall not be deemed a modification as contemplated by this Section 3.02.

Section 3.03. Plans and Specifications. Developer shall submit to the Village for its approval, which shall not be unreasonably withheld or delayed, the initial construction documents, containing a site plan and working drawings and specification for the Project (the "**Plans and Specifications**"), in sufficient time so as to allow for review of the Plans and Specifications in accordance with applicable Village ordinances and in accordance with the Project Schedule but in no event later than ninety (90) days after the Execution Date. The Plans and Specifications shall be prepared and sealed by a professional engineer or architect licensed to practice in the State of Illinois and the Plans and Specifications and all construction practices and procedures with respect to the Project shall be in material conformity with all Laws. The Plans and Specifications shall be in sufficient completeness and detail to show that construction will be in material conformance with the Preliminary Site Plan and this Agreement.

A. Material Change. Any material change to the Plans and Specifications must be submitted to the Village for its written approval, which approval shall not be unreasonably withheld or delayed. The Village shall review and approve or disapprove, as the case may be, any such proposed modification in no event later than thirty (30) days after submission by Developer. Any approved material change to the Plans and Specifications shall not be deemed to imply any obligation on the part of the Village to increase the Village Contribution or to provide any other additional assistance to Developer.

B. Limitation. Approval of the Plans and Specifications under Section 3.03 shall not apply to the building permit review process. Nothing in said section is a substitute for and does not eliminate the requirement that Developer apply for and receive any and all necessary building permits for construction of the Project.

Section 3.04. Intentionally Deleted.

Section 3.05. Intentionally Deleted.

Section 3.06. Developer Standard of Care. Developer shall design and construct or cause to be designed and constructed the Project: (i) in a good and workmanlike manner and free of defects; and (ii) in accordance with all applicable Laws and the terms of this Agreement (including its exhibits and attachments).

Section 3.07. Contractors and Subcontractors. Developer shall not enter into any agreement or contract in connection with any Reimbursable Project Cost (as defined herein) that could be construed as self-dealing or negotiated on other than an arms-length, competitive basis. Any agreement or contract in connection with any Reimbursable Project Cost, exclusive of professional services, shall be awarded through competitive process. Developer shall provide, within five (5) business days of written request by the Village, copies of all agreements and contracts entered into in connection with Reimbursable Project Costs.

Section 3.08. Governmental Approvals. Developer agrees to employ reasonable and good faith efforts to secure and comply with all zoning approvals, site plan approvals, or any other

approvals required by any governmental agency with regulatory authority for the implementation of the Project (the "**Governmental Approvals**"). The Village agrees to employ reasonable and good faith efforts to cooperate with Developer and to process and timely consider and respond to all applications for the Governmental Approvals as received, all in accordance with the Laws, including, without limitation, the applicable Village ordinances and laws of the State of Illinois.

Section 3.09. Prevailing Wage Act. To the extent required by law, Developer shall comply with and shall require its contractor(s) to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, in relation to the development and construction of the Project. Compliance with the Illinois Prevailing Wage Act, to the extent that it applies, shall be the obligation of Developer, and Developer shall indemnify and hold harmless the Village from and against liabilities that might attach for non-compliance. The covenant contained in this Section 3.09 shall survive for five (5) years after issuance of the Certificate of Substantial Completion as provided below.

Section 3.10. Certificate of Substantial Completion. Promptly after substantial completion of the Project in accordance with the provisions of this Agreement, Developer shall submit a certificate of substantial completion to the Village for the Project (the "**Certificate of Substantial Completion**"). The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit D**. The Village shall, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion and Developer shall without condition allow access to the Property by the Village, or its designated representatives, for any inspection purpose. The Certificate of Substantial Completion shall be deemed accepted by the Village unless, prior to the end of the thirty (30)-day inspection period set forth above, or such reasonable extension as required by the Village, the Village furnishes Developer with specific written objections to the status of the Project, describing such objections and the measures required to correct such objections in reasonable detail, which may include, as applicable, photographs or other documentary evidence. The time limits set forth in this paragraph shall be extended by the duration of time reasonably necessary for Developer to respond to such written objections by the Village; provided, however, that absent delays by Developer in responding to such objections, the Village shall accept or furnish written objections to the Certificate of Substantial Completion within the thirty (30) day inspection period described above. Upon acceptance of the Certificate of Substantial Completion, which acceptance shall be conclusively determined upon the lapse of thirty (30) days after delivery thereof without any written objections thereto, Developer may record the Certificate of Substantial Completion with the DuPage County Recorder of Deeds, and the same, absent fraud, shall be conclusive evidence of the satisfaction of Developer's agreements and covenants to construct the Project and Developer's satisfaction of its obligations under this Article, except its obligation to indemnify under Section 3.09.

A. Limitation. The Certificate of Substantial Completion relate only to the construction of the Project, and upon issuance, the Village will certify that the terms of the Agreement specifically related to Developer's obligation to complete such activities have been satisfied. A Certificate of Substantial Completion shall not constitute evidence that Developer has complied with applicable provisions of federal, state, and local laws,

ordinances, and regulations with regard to construction of the Project (including the Prevailing Wage Act). All terms and conditions of this Agreement and all representations, warranties, and covenants, except as limited above, contained herein will continue to remain in full force and effect throughout the Term of this Agreement, and the issuance of the Certificate of Substantial Completion shall not be construed as a waiver by the Village of any rights and remedies pursuant to such terms.

Section 3.11. Survival of Covenants. The covenants set forth in this Article 3 shall run with the land and be binding upon any successor in interest or transferee. Except for the obligation to indemnify under Section 3.09 and Section 3.10(A), the covenants and obligations of this Article 3 shall be deemed satisfied upon acceptance by the Village of the Certificate of Substantial Completion.

ARTICLE 4: FINANCING; SOURCE OF FUNDS

Section 4.01. Developer to Advance Project Costs. Developer agrees to advance all Project Costs as necessary to complete the Project on its behalf, subject to Developer's right to seek reimbursement from the Village for those Project Costs for which Developer is eligible for reimbursement under the Act and the Redevelopment Plan, and as identified on **Exhibit E** (the "**Reimbursable Project Costs**") as provided herein.

Section 4.02. Project Budget. The total costs to be incurred by Developer in constructing the Project (the "**Project Costs**") is estimated to be Seven Hundred Fifty Thousand Dollars and no/100 ($750,000.00) (the "**Project Budget**"). The Project Budget, setting forth the projected Project Costs, has been approved by the Village and is attached hereto as **Exhibit E**. Developer certifies to the Village that (i) the Village Contribution, together with Developer equity and lender financing, shall be sufficient to complete the Project, and (ii) the Project Budget is true and correct and complete in all material respects as of the Effective Date. Nothing set forth in this Agreement shall be construed as a covenant by Developer to expend the full balance of the Project Budget, but in no event shall the total Project Costs be less than 95% of the aggregate Project Budget.

Section 4.03. Source of Funds. Developer has furnished (or will furnish) proof reasonably acceptable to the Village that Developer has equity and/or lender financing in an aggregate amount equal to or greater than the Project Budget. Equity and/or lender financing may be used to pay any Project Cost, including but not limited to Reimbursable Project Costs.

Section 4.04. Intentionally Deleted.

Section 4.05. Village Contribution.

A. Village Contribution. Subject to the terms of this Agreement, the Village agrees to reimburse Developer exclusively for those Reimbursable Project Costs which (i) are eligible under the Act and the Redevelopment Plan, (ii) relate to Project improvements on the Property, including demolition, professional services, engineering, site work, including new concrete sidewalk, driveway, curb, gutter and other infrastructure on the Property and adjacent rights-of-way thereto, and (iii) are identified

in the Project Budget but in no event in an amount not to exceed the principal balance of THIRTY SEVEN THOUSAND AND NO/100 DOLLARS ($37,000.00) (the "**Village Contribution**") but nothing in this Section 4.05(A) is to be construed as permitting the Village to reimburse Developer for amounts that are not Reimbursable Project Costs, it being agreed that the amounts set forth herein exist merely to establish the maximum amount of the Village Contribution.

i. *Determination of Amount of Village Contribution.* Concurrently with submission of the Certificate of Substantial Completion for the Project, Developer shall provide to the Village the Certificate of Reimbursable Project Costs in substantially the form attached hereto as **Exhibit F** along with the information and documentation required therein. The Certificate of Reimbursable Project Cost shall include a certified amount of the total Project Costs incurred by Developer to undertake and complete the Project (the "**Final Project Cost**"). The Village shall either accept or reject, with comments, the respective Certificate of Reimbursable Project Costs within thirty (30) days after the submission thereof. If the Village determines that any cost identified as a Reimbursable Project Cost is not a "Redevelopment Project Cost" as defined herein, the Village shall so notify Developer in writing within said thirty (30) day period, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon Developer shall have the right to identify and substitute other Project Costs that may qualify as Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement. Within said thirty (30)-day period, the Village may also request such additional information from Developer as may be reasonably required to process the requested reimbursement, and the time limits set forth in this paragraph shall be extended by the duration of time necessary for Developer to respond to such request by the Village; provided, however, that absent delays by Developer in responding to such requests, the Village shall issue its determination on the respective Certificate of Reimbursable Project Costs within the thirty (30) day period described above.

ii. *Reimbursement Process.* Subject to the limitations set forth in this Agreement, the Village Contribution ($37,000.00) shall be made as herein provided: a one-time payment for Reimbursable Project Cost to be disbursed within thirty (30) business days after approval of the Certificate of Substantial Completion. The Village Contribution will be funded solely from Available Incremental Taxes (as defined below) that are deposited into the STAF, as set forth herein. The obligation to pay the Village Contribution under this Agreement shall expire on December 31, 2024 (the "**Maturity Date**"). If, at the Maturity Date, any outstanding financial obligation on the Village Contribution exists, such outstanding financial obligation shall be forgiven in full by Developer or successors and/or assigns, and the Village shall have no obligation to pay such outstanding financial obligation upon the Maturity Date.

B. Not General Obligation. THE VILLAGE CONTRIBUTION SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE VILLAGE, NOR SHALL IT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE. THE

VILLAGE CONTRIBUTION SHALL BE PAYABLE SOLELY FROM AVAILABLE INCREMENTAL TAXES DEPOSITED FROM TIME TO TIME INTO THE STAF AND AS PROVIDED HEREIN. INSUFFICIENCY OF THE STAF TO PAY THE PRINCIPAL OBLIGATION RELATING TO THE VILLAGE CONTRIBUTION WHEN DUE SHALL NOT BE A DEFAULT THEREON, AND NEITHER THE DEVELOPER, NOR ITS SUCCESSORS AND/OR ASSIGNS, SHALL HAVE ANY RECOURSE WHATSOEVER AGAINST THE VILLAGE IN THE EVENT THAT THE AVAILABLE INCREMENTAL TAXES ARE INSUFFICIENT TO PAY A PRINCIPAL OBLIGATION IF OR WHEN DUE.

C. Conditional Grant. The Village obligation to pay the Village Contribution is contingent upon satisfaction of the terms and conditions of this Agreement. The Village shall have no obligation to pay the Village Contribution if there exists an Event of Default which is continuing beyond any applicable curative period.

ARTICLE 5: COLLECTION AND USE OF INCREMENTAL TAXES

Section 5.01. Source of Village Contribution. The Village Contribution pledged by the Village pursuant to this Agreement to reimburse Reimbursable Project Costs shall be paid solely from Available Incremental Taxes (as defined below).

Section 5.02. Special Tax Allocation Fund. Pursuant to the Act, the Village has established and maintains a special tax allocation fund (the "**STAF**") for the deposit of the ad valorem taxes, if any, arising from the property tax levies upon the properties within the Redevelopment Project Area by taxing districts, which taxes are attributable to the increase in the current equalized assessed valuation of the Property over and above the initial equalized assessed value of Property in the Redevelopment Project Area, as determined by the Clerk of the County of DuPage, Illinois and received by the Village (the "**Incremental Taxes**"). The Village Contribution shall be paid solely from those Incremental Taxes in the STAF which have not been previously allocated or pledged by the Village before the Effective Date (the "**Available Incremental Taxes**") and as specified herein. The Available Incremental Taxes shall be used solely to meet the payment obligations of the Village Contribution. On the Effective Date, the Village shall allocate to the Developer from the Available Incremental Taxes an amount equal to the Village Contribution.

ARTICLE 6: GENERAL COVENANTS

Section 6.01. Indemnification. Developer agrees to indemnify, defend and hold the Village, its officers, officials, employees, attorneys, agents, independent contractors and consultants (collectively, the "**Village Indemnified Parties**") harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonably attorneys' fees and court costs) suffered or incurred by the Village arising from or in connection with: (i) the planning, construction, operation and / or maintenance of the Project and / or the Property, (ii) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, (iii) the existence of any material misrepresentation or omission in this Agreement, including Exhibits, that is the result of

information supplied or omitted by the Developer or its agents, employees, contractors or persons acting under the control or at the request of the Developer, or (iv) the Developer's failure to cure any misrepresentation or omission by the Developer in this Agreement.

A. Environmental Indemnity. Developer further agrees to indemnify, defend and hold the Village's Indemnified Parties harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses, or claims of any kind whatsoever, including without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims, save those caused by the acts or omissions of the Village's Indemnified Parties, asserted or arising under any Environmental Laws incurred, suffered by or asserted against the Village's Indemnified Parties as a direct result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from all or any portion of the Property; or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the Village or Developer or any of its affiliates under any Environmental Laws relating to the Property. "Hazardous Material" shall mean any hazardous, toxic or dangerous substance, material and waste, including, without limitation, hydrocarbons, flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, biological substances, polychlorinated biphenyls, pesticides, herbicides and any other kind and/or type of pollutants or contaminants, sewage, sludge, industrial slag, solvents and/or any other similar substances, materials or wastes that are or become regulated under any Environmental Law. "Environmental Laws" shall mean, without limitation, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation, and Liability Act and other federal laws governing the environment together with their implementing regulations applicable to the Property, and all applicable state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate Hazardous Materials.

B. Waiver. To the fullest extent permitted by law, Developer waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including any claim by any employee of Developer that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision.

C. Survivability. The rights and obligations under this Section 6.01 shall survive the termination or expiration of this Agreement with respect to any and all facts, events or circumstances occurring or arising prior to such expiration or termination.

D. Additional Obligations. The Parties acknowledge and agree that obligations under this Section 6.01 are in addition to any other obligations of a party under this Agreement.

Section 6.02. Insurance. Developer shall procure and maintain at Developer's own expense, or cause to be provided and maintained, during the Term of this Agreement, the types

and limits of insurance specified below, covering all operations under the Agreement, whether performed by Developer or by an agent of Developer.

A. During Construction. From the commencement of any construction of the Project until issuance of the Certificate of Substantial Completion, Developer shall procure and maintain:

i. *Workers Compensation and Employers Liability Insurance.* Worker's Compensation Insurance, in accordance with the laws of the State of Illinois, with statutory limits covering all employees providing services under this Agreement and Employer's Liability Insurance with limits not less than $1,000,000.00 each accident or illness.

ii. *Commercial General Liability Insurance.* Commercial General Liability Insurance with not less than $2,000,000.00 combined single limits per occurrence and aggregate for bodily injury, property damage, and personal injury, including, but not limited to, coverage for premises/operations, products/completed operations, broad form property damage, independent contractors, contractual liability, and explosion/collapse/underground hazards. The Village is to be named as an additional insured on a primary, non-contributory basis.

iii. *Automobile Liability Insurance.* Commercial Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles, including the loading, and unloading thereof, with limits not less than $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Village is to be named as an additional insured on a primary, non-contributory basis.

iv. *All Risk/Builders Risk.* When Developer undertakes any construction, Developer must provide or cause to be provided All Risk/Builders Risk Insurance at replacement costs for materials, supplies, equipment, machinery, and fixtures that are or will be part of the Project.

v. *Professional Liability.* When any architects, engineers, construction managers, or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $1,000,000.00, including contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project.

vi. *Valuable Papers.* When any plans, designs, drawings, specifications, and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount sufficient to pay for the recreation, reconstruction, or restoration of any and all records related to the Project.

vii. *Independent Contractors and Subcontractors*. Developer shall require all independent contractors and subcontractors to procure and maintain insurance as required and submit documentation of the maintenance of such insurance from time to time as required herein.

B. Post-Construction. After the issuance of the Certificate of Substantial Completion, Developer shall procure and maintain the following:

i. *All Risk Property Insurance*. All Risk Property Insurance at Replacement Value of the property to protect against loss of, damage to, or destruction of the Project. As used herein, "**Replacement Value**" means an amount sufficient to prevent the application of any co-insurance obligation on any loss but in no event less than 100% of the actual replacement cost of the improvements in the Project; including both administrative or managerial costs that may be incurred to effect the repairs or reconstruction.

C. General Insurance Requirements. Unless otherwise provided above, all insurance policies required pursuant to this Agreement shall:

i. Provide that the insurance policy may not be suspended, voided, canceled, non-renewed, or reduced in coverage or in limits without sixty (60) days' prior written notice by certified mail, return receipt requested, to the Village;

ii. Be issued by a company or companies authorized to do business in the State of Illinois with a Best's rating of no less than A:VII;

iii. Waive all rights of subrogation of insurers against the Village Indemnified Parties; and

iv. Specifically name Developer as a named insured.

D. Certificates. Within sixty (60) days of the Effective Date and by December 31 of each calendar year thereafter in which the Agreement is in effect, Developer shall furnish the Village with a certificate(s) of insurance effecting coverage as required under this Section 6.02. In addition, Developer shall annually furnish the Village copies of receipts for payments of premiums regarding such policies. The receipt of any certificate does not constitute agreement by the Village that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the Agreement. The failure of the Village to obtain certificates or other insurance evidence is not a waiver by the Village of any requirements for Developer to obtain and maintain the specified coverages. Non-conforming insurance constitutes an Event of Default.

E. Deductibles. Any deductibles or referenced insurance coverages must be borne by Developer or its independent contractors or subcontractors.

F. No Offset or Contribution. The insurance requirements set forth in this Section 6.02 shall in no way limit or be used to offset against Developer's indemnification obligations under this Agreement.

Section 6.03. Maintaining Records and Right to Inspection. Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents pertaining to the Project and/or Reimbursable Project Costs shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the Village. With respect to contracts covering Reimbursable Project Costs, Developer shall utilize commercially reasonable efforts to incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

Section 6.04. Maintenance and Use. During the Term, Developer shall cause the Project and the Property to be maintained, preserved, and kept in good repair and working order and in a safe condition, consistent at all times with the quality of other similar retail establishments in DuPage County and in such a manner as to maximize sales. Developer will make all repairs, renewals, replacements, and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations at the Project. Developer shall maintain all government permits, certificates, and consents necessary to conduct its business and operate the Project. Developer covenants not willfully to do or willfully to suffer any waste or unrepaired damage to, or otherwise to do or to suffer or permit to be done any act that would substantially impair the value of, the Project or Property or any part thereof.

Section 6.05. Real Estate Provisions. Developer shall pay or cause to be paid when due all federal, state, county, local or other governmental taxes, levies, assessments, charges liens, claims or encumbrances relating to the Property and the Project or the operations on the Project including but not limited to real estate taxes and utility taxes (the "**Governmental Charges**") which are assessed or imposed upon the Project or the Property, or which become due and payable. Further, after issuance of the Certificate of Substantial Completion, Developer may make additions, alterations, and changes to the Project so long as such additions, alterations and changes are made in compliance with all applicable Laws, this Agreement, the Redevelopment Plan, and as long as such additions, alterations and changes to the Project do not have a material adverse affect on the market value of the Project.

A. Intentionally Deleted.

B. Prohibition on Real Estate Exemption. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee, or successor in interest to Developer shall seek or authorize any property exemption (as such term is used in the Illinois Constitution, Article IX, Section 6 (1970)), during the Term.

C. Inducement. The covenants of this Section 6.05 shall be construed and interpreted as an express agreement by Developer with the Village that an incentive

inducing the Village to enter into the rights and obligations of this Agreement is the payment of all applicable Governmental Charges as provided in the Agreement.

Section 6.06. Environmental Covenants. Developer covenants that (i) the construction, development and operations of the Project will materially comply with all Environmental Laws; (ii) Developer shall promptly notify the Village upon becoming aware of any investigation, proceeding, complaint order, directive, claim, citation or notice by any governmental authority or any other person which is directed or threatened against the Project and/or the Property and Developer shall take prompt and appropriate actions to respond thereto; and (iii) Developer shall promptly notify the Village upon becoming aware of any non-compliance with or violation of the requirements of any Environmental Law or the release, spill, or discharge, threatened or actual, of any Hazardous Materials on the Property.

Section 6.07. Prohibition on Certain Liens. Developer agrees that no mechanics' or other liens, unrelated to the financing of the Project, shall be established or remain against the Project or the Property, or the funds in connection with the Project, for labor or materials furnished in connection with any acquisition, construction, additions, modifications, improvements, repairs, renewals, or replacements so made. However, Developer shall not be in default if mechanics' or other liens are filed or established and Developer contests in good faith said mechanics' liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom. Developer hereby agrees and covenants to indemnify and hold harmless the Village in the event any liens are filed against the Project or Property as a result of acts of Developer, its agents, or independent contractors. Developer shall provide the Village with all waivers of lien or releases of lien for all labor or material furnished or provided on the Property or for the Project.

Section 6.08. Operations Covenant and Liquidated Damages. Developer covenants that the Property shall initially be utilized and operated as a Cilantro Taco Grill Restaurant and will generate sales tax revenues for the Village. Failure of Developer to maintain and continuously operate the Project, or similar commercial retail Project as subsequently authorized and approved by the Village, on the Property from the Date of the Certificate of Substantial Completion to and including December 31, 2033, or to generate and pay tax revenue to the Village shall require the Developer or its successors or assigns to pay liquidated damages to Village in the amount of Forty One Thousand Two Hundred Fifty Dollars ($41,250.00) during calendar years 2024, 2025, 2026, 2027, and 2028; but for calendar year 2029 there shall be a ten percent (10%) reduction in the amount of the liquidated damages payment, for calendar year 2030 there shall be a twenty (20%) reduction in the amount of the liquidated damages payment, for calendar year 2031 there shall be a thirty (30%) reduction in the amount of the liquidated damages payment, for calendar year 2032 there shall be a forty (40%) reduction in the amount of the liquidated damages payment, and for calendar year 2033 there shall be a fifty (50%) reduction in the amount of the liquidated damages payment, as reimbursement to the Village for lost property and sales tax revenues expected to be generated from the Property and Project and for reimbursement of the Village Contribution to the Developer. The Parties further agree that the terms of this Section 6.08 shall be a covenant running with the land for the benefit of and enforcement by the Village throughout the Term of this Agreement. For the avoidance of doubt the curative provisions of Section 7.01(C) shall apply to Developers obligation to continuously operate the property.

Section 6.09. Survival of Covenants. The covenants set forth in this Article 6 shall run with the land, be binding upon any successor in interest or transferee, and remain in effect during the Term.

ARTICLE 7: DEFAULTS AND REMEDIES

Section 7.01. Events of Default; Remedies; Cure.

A. Event of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 8.14 and 7.01(C), shall constitute an "**Event of Default**" hereunder by the applicable party:

i. the failure of a party to perform, keep or observe, in all material respects, the covenants, conditions, obligations of such party under the Agreement;

ii. the making or furnishing by a party of any written representation, warranty, certificate, schedule, report, or other communication within or in connection with this Agreement which, when made, is or was materially untrue or materially misleading in any material respect;

iii. the commencement or any proceedings in bankruptcy by or against a party or for its liquidation or reorganization, or alleging that such party is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of a party's debts, whether under the United States Bankruptcy code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving such party; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within 90 days after the commencement of such proceedings; or

iv. the appointment of a receiver or trustee for a party, for any substantial part of such party's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of such party; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within ninety (90) days after the commencement thereof.

B. Remedies.

i. *Village Remedies*. Upon the occurrence of an Event of Default, the Village may (i) suspend payments due on the Village Contribution, and (ii) in any court of competent jurisdiction by any other action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to, damages,

injunctive relief, and/or reimbursement of the Village Contribution or any part thereof.

ii. *Developer Remedies*. Upon the occurrence of an Event of Default, which continues after written notice thereof and the expiration of the applicable curative period without cure having been effectuated, the sole remedies of Developer shall be injunctive relief or specific performance. Developer shall not be entitled to economic, consequential, incidental, preventative, or punitive damages resulting from an Event of Default.

C. Curative Period. In the event a party to this Agreement shall fail to perform a monetary covenant which it is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless that party has failed to perform such monetary covenant within thirty (30) days of its receipt of a written notice from the other party specifying that it has failed to perform such monetary covenant. In the event a party to this Agreement shall fail to perform a non-monetary covenant which it is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless that party has failed to cure such default within sixty (60) days of its receipt of a written notice from the other party specifying the nature of this default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such sixty (60) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such sixty (60) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured, but in no event shall such cure period exceed one hundred twenty (120) days of its receipt of written notice from the other party specifying the nature of the default.

D. Non-Waiver. The failure of any party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, upon any other party imposed, shall not constitute or be construed as a waiver or relinquishment of any Parties' rights, to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect. No waiver by either party shall be valid or binding on such party unless it is or has been consented to in writing.

E. Cumulative Remedies. Unless expressly provided otherwise herein, the rights and remedies of the Parties provided for herein shall be cumulative and concurrent and shall include all other rights and remedies available at law or in equity, may be pursued singly, successively, or together, at the sole discretion of either party and may be exercised as often as occasion therefore shall arise.

ARTICLE 8: MISCELLANEOUS PROVISIONS

Section 8.01. Notice. Any notice or other communication given under this Agreement shall be in writing, and shall be deemed delivered by the addressee thereof when delivered at the

address set forth below one (1) business day after deposit thereof with any recognized private courier company that provides overnight delivery service, or three (3) business days after deposit thereof in any main or branch United States Mail, certified mail, return receipt requested, postage prepaid, properly, addressed to the Parties, respectively, as follows:

If to Village: Office of the Village Manager
Village of Bensenville
12 South Center Street
Bensenville, Illinois 60106

With a copy to: Office of the Village Clerk
Village of Bensenville
12 South Center Street
Bensenville, Illinois 60106

If to Developer: Salameh Fakhouri
1301 W Irving Park LLC
1301 West Irving Park Road
Bensenville, Illinois 60106

With a copy to: The Lattas Law Office
3660 West Irving Park Road, 2nd Floor
Chicago, Illinois 60618

Section 8.02. Amendment. The Agreement and the Exhibits may not be amended without the prior written consent of the Village and Developer. Consent of the Village must be approved by the Corporate Authorities.

Section 8.03. Entire Agreement. The Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference), the documents, agreements and other instruments to which reference is made herein or therein, constitute the entire agreement between the Parties hereto and supersede all prior agreements, negotiations, and discussions between the Parties relative to the subject matter hereof.

Section 8.04. Limitation of Liability. No Village Indemnified Parties shall be personally liable to Developer or any successor in interest in the event of any default or breach by the Village or for any amount which may become due to Developer from the Village or any successor in interest or on any obligation under the terms of this Redevelopment Agreement.

Section 8.05. Further Assurances. Developer and Village agree to take such action, including execution and delivery of such documents, instruments, petitions, and certifications as may become necessary or appropriate to carry out the terms, provisions, and intent of this Redevelopment Agreement.

Section 8.06. Enforceability of Agreement. This Agreement shall be enforceable in any court of competent jurisdiction within the County of DuPage, Illinois by any of the Parties by an

appropriate action at law or in equity to secure the performance of the provisions and covenants herein described. The Parties agree to waive any right to a trial by jury. The Developer agrees to be solely responsible for its court cost and attorney fees.

Section 8.07. Disclaimer. Nothing contained in this Agreement, nor any act of either or both Parties to this Agreement, shall be deemed construed by any of the Parties or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship by or among such Parties except as expressly set forth herein.

Section 8.08. Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define, or expand the content thereof.

Section 8.09. Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word, or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein, and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 8.10. Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, if any, the TIF Ordinances shall prevail and control.

Section 8.11. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the County of DuPage and State of Illinois, without regard to its conflicts of law principles.

Section 8.12. Form of Documents. All documents required by this Agreement to be submitted, delivered, or furnished to the Village shall be in form and content satisfactory to the Village, which approval shall not be unreasonably withheld or delayed.

Section 8.13. Binding Effect. This Agreement shall be binding upon Developer, the Village and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer, the Village and their successors and permitted assigns (as provided herein).

Section 8.14. Force Majeure. Neither the Village nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by failure or unreasonable delay, after Developer has utilized its best efforts to prevent such failure or unreasonable delay, in the receipt of any Governmental Approval, damage or destruction by fire or other casualty, strike, litigation concerning the Project, shortage of material, unusually adverse weather conditions near the Property such as, by way of illustration and not limitation, severe rain storms or below-freezing temperatures of abnormal degree or for an abnormal duration, tornadoes, and other events or conditions beyond the reasonable control of the party affected which in fact directly interferes with the ability of such party to discharge its obligations hereunder. The time for a party's performance of any obligation under this Agreement shall be extended on a day-for-day basis during the period

of the event of Force Majeure. The party seeking the extension shall have the burden to establish the other party regarding an event of Force Majeure and shall keep the other party reasonably informed as to the nature of the delay and the anticipated time of completion of the performance of its obligations.

Section 8.15. Exhibits. All the exhibits referenced herein are attached hereto and incorporated herein by reference.

Section 8.16. No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, whether expressed or implied, or any actions of the Parties shall be construed or is intended to confer any rights or remedies under or by reason of this Agreement on any other persons or third party to create the relationship of a partnership, agency, or joint venture between or among such party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third parties to either the Village or Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or Developer. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

Section 8.17. Time of the Essence. Time is of the essence of this Agreement.

Section 8.18. Cooperation. The Village and Developer each covenants and agrees that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement. The successful consummation of this Agreement and the Project are in the best interests of the Parties and requires their continued cooperation. The Parties will use commercially reasonably efforts to cooperate with all reasonable requests made by the other party to effectuate the intent of this Agreement.

Section 8.19. Assignment.

A. Prior to the issuance of the Certificate of Substantial Completion, the Developer agrees that it shall not sell, assign, or otherwise transfer the Project, the Property or any of its rights and obligations under this Agreement (an "**Assignment**") without the prior written consent of the Village, which may be granted or denied in its sole and absolute discretion.

B. After the issuance of the Certificate of Substantial Completion, Developer shall be permitted an Assignment with the Village's prior written consent, which shall not be unreasonably withheld, denied, or delayed.

C. Any such approved transferee or assignee under this Section 8.19 shall expressly assume all of the obligations of Developer under this Agreement and shall agree to be subject to all the conditions and restrictions to which Developer is subject by

executing an assumption, in a form reasonably acceptable to the Village (the "**Assumption**"). If the Village has approved an Assignment as provided herein, Developer shall only be released from any obligation or responsibility under this Agreement upon receipt of the fully executed Assumption by the Village. No assignment or transfer in violation of this Section 8.19 shall relieve Developer or any other party from any obligations under this Agreement, and any such transferee or assignee shall not be entitled to the rights and benefits provided for herein.

Section 8.20. Intentionally Deleted.

Section 8.21. Short Form of Agreement. The Village and Developer shall execute, acknowledge, and deliver a short form version of this Agreement in the form of **Exhibit G** (the "**Short Form Agreement**") and shall cause the same to be recorded in the Office of the Recorder of DuPage County, Illinois, as notice of the existence of this Agreement and of the rights, obligations and interests of the Village and Developer hereunder.

Section 8.22. Rights of Mortgagee. Notwithstanding anything to the contrary contained herein and provided Developer provides the Village with the name and address of its mortgagee and any replacement mortgagee (the "**Mortgagee**"), if an Event of Default by Developer occurs and Developer does not cure such Event of Default within the applicable cure period, the Village shall provide Mortgagee with written notice of such Event of Default and an additional thirty (30) calendar day period in which to cure such Event of Default, and the Village hereby agrees that it shall accept a cure by Mortgagee in fulfillment of Developer's obligations under this Agreement, for the account of Developer and with the same force and effect as if performed by Developer. No cure or attempted cure by or on behalf of such Mortgagee shall cause it to be deemed to have accepted an assignment of this Agreement.

Section 8.23. Approvals; Materiality. Except as otherwise provided in this Agreement, whenever consent or approval of a party is required, such consent or approval shall not be unreasonably withheld, delayed, or conditioned. All of Developer's performance obligations set forth in this Agreement shall be deemed complete upon material satisfaction of the same. Except as otherwise set forth in this Agreement, strict compliance with all monetary obligations hereunder shall be required.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Village and Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

VILLAGE OF BENSENVILLE, ILLINOIS,
An Illinois municipal corporation

_____
Village President

ATTEST:

_____
Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

On this ____ day of _____, 2024, before me, personally appeared Frank DeSimone, personally known, who being by me duly sworn did say that he is the Village President of the Village of Bensenville, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in DuPage County, Illinois the day and year last above written.

_____
Notary Public

Printed Name:_____

My commission expires:

IN WITNESS WHEREOF, the Village and Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

1301 W IRVING PARK LLC,
An Illinois limited liability corporation

By: _____

Its: Owner

STATE OF ILLINOIS)
) ss.
COUNTY OF DuPage)

On this 20 day of February, 2024, before me, personally appeared Maria Hampton personally known, who being by me duly sworn did say that he/she is the owner of 1301 W IRVING PARK LLC, an Illinois limited liability corporation, that said instrument was signed on behalf of said limited liability corporation, and acknowledged said instrument to be the free act and deed of said limited liability corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in DuPage County, Illinois the day and year last above written.

_____
Notary Public

Printed Name: Maria R. Hampton

My commission expires:

OFFICIAL SEAL
MARIA R HAMPTON
Notary Public, State of Illinois
My Commission Expires 12/15/2026

EXHIBIT A

Legal Description

LOTS 3, 4, 5, 6 AND 7 IN BLOCK 40 IN THE FIRST ADDITION TO PERCY WILSON'S IRVING PARK MANOR, BEING A SUBDIVISION IN SECTIONS 10, 11, 14 AND 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926 AS DOCUMENT 213044, EXCEPT THAT PART OF LOT 3 TAKEN FOR ROADWAY PURPOSES BY DOCUMENT R85-18882, IN DUPAGE COUNTY, ILLINOIS.

Common Address: 1301 West Irving Park Road, Bensenville, Illinois

Permanent Index Numbers (PINs): 03-15-222-013-0000 and 03-15-222-019-0000

EXHIBIT B

Preliminary Site Plan

(see attached)

EXHIBIT C

Project Schedule

(see attached)

EXHIBIT D

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE PROJECT

CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE PROJECT OF 1301 W IRVING PARK LLC

The undersigned, 1301 W Irving Park LLC (the "**Developer**"), pursuant to that certain Tax Increment Financing Redevelopment Agreement, dated _____, 2024, between the Village of Bensenville, DuPage and Cook Counties, Illinois (the "**Village**") and Developer (the "**Agreement**") for the property legally described on Appendix A, attached hereto and incorporated herein, hereby certifies to the Village as follows:

1. That as of _____, 20_____, the Project (as such term is defined in the Agreement) has been substantially completed in accordance with the terms and conditions of the Agreement.

2. The Project has been completed in a good and workmanlike manner and in accordance with the Plans and Specifications, all as set forth in the Agreement.

3. Lien waivers for applicable portions of the Project have been obtained and are attached.

4. This Certificate of Substantial Completion is being issued by Developer to the Village in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants under solely Article 3 of the Agreement with respect to the Project set forth in Section 1 hereof.

5. The Village's acceptance (below) or the Village's failure to object in writing to this Certificate within thirty (30) days of the date of delivery of this Certificate of Substantial Completion to the Village (which specific written objection, as set forth in the Agreement, must be delivered to the Developer prior to the end of such 30-day period), and the recordation of this Certificate of Substantial Completion with the DuPage County Recorder of Deeds, shall evidence the satisfaction of the Developer's agreements and covenants to construct the Project.

Upon such acceptance, or failure to object, by the Village, the Developer may record this Certificate in the office of the DuPage County Recorder of Deeds. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ___ day of _____, 20___.

1301 W IRVING PARK LLC
An Illinois limited liability corporation

By: _____
Its: Owner

Signed and sworn before me by Maria R. Hampton

this 20 day of February, 2024.

Maria R Hampton
Notary Public

OFFICIAL SEAL
MARIA R HAMPTON
Notary Public, State of Illinois
My Commission Expires 12/15/2026

ACCEPTED:

VILLAGE OF BENSENVILLE, ILLINOIS, an Illinois municipal corporation

By:_____

Name:_____

Title:_____

Appendix A

Legal Description

LOTS 3, 4, 5, 6 AND 7 IN BLOCK 40 IN THE FIRST ADDITION TO PERCY WILSON'S IRVING PARK MANOR, BEING A SUBDIVISION IN SECTIONS 10, 11, 14 AND 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926 AS DOCUMENT 213044, EXCEPT THAT PART OF LOT 3 TAKEN FOR ROADWAY PURPOSES BY DOCUMENT R85-18882, IN DUPAGE COUNTY, ILLINOIS.

Common Address: 1301 West Irving Park Road, Bensenville, Illinois

Permanent Index Numbers (PINs): 03-15-222-013-0000 and 03-15-222-019-0000

EXHIBIT E

Reimbursable Project Cost and Project Budget

EXHIBIT F

FORM OF CERTIFICATE OF REIMBURSABLE PROJECT COSTS FOR THE PROJECT

CERTIFICATE OF REIMBURSABLE PROJECTS COSTS
FOR THE PROJECT OF ILLINOIS 1301 W IRVING PARK LLC

Office of the Village Manager
Village of Bensenville
12 South Center Street
Bensenville, Illinois 60106

Terms not otherwise defined herein shall have the meanings ascribed to such terms in the Tax Increment Financing Redevelopment Agreement dated as of _____, 2024 (the *"Agreement"*), between the Village of Bensenville and 1301 W Irving Park LLC, an Illinois limited liability company (the *"Developer"*). In connection with said Agreement, the undersigned hereby states and certifies that:

1. **Schedule 1** is incorporated herein by reference. Each item listed on **Schedule 1** hereto is a Reimbursable Project Cost and was incurred in connection with the construction of the Project. Identified on the attached Schedule 1 are the name, business address and business phone number of all contractors, subcontractors and/or suppliers who were paid directly by Developer and for which the amount identified herein shall reimburse Developer; also included as part of Schedule 1 are all applicable contracts, paid invoices and lien waivers in relation to said contractors, subcontractors and/or suppliers as well as proof of payment of said invoices. The information and documentation constituting Schedule 1 is accurate, verified, and complete.

2. The Reimbursable Project Costs on **Schedule 1**: (i) were necessary for completion of the Project, (ii) have been paid by the Developer and are eligible for reimbursement under the Act, the Redevelopment Plan, and the Agreement, and (iii) were incurred in accordance with the Agreement.

3. The Reimbursable Project Costs listed on **Schedule 1** have not previously been paid or reimbursed from money derived from Incremental Revenues or any money derived from any project fund established pursuant to the Agreement, and no part thereof has been included in any other Certificate of Reimbursable Project Costs previously filed with the Village.

4. Developer has kept and maintained financial records related to the Reimbursable Project Costs listed on **Schedule 1** in compliance with Section 6.03 of the Agreement.

5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm, entity, or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. If any cost item to be reimbursed under this Certificate is deemed not to constitute a "redevelopment project cost" within the meaning of the Act and the Agreement, Developer shall

have the right to identify and substitute other eligible Reimbursable Project Costs for payment hereunder, subject to limitations under the Agreement.

7. The Agreement is in full force and effect; and no Event of Default exists under the Agreement.

8. All of Developer's representations and warranties set forth in the Agreement remain true and correct as of the date hereof.

9. The development and construction of the Project is in compliance with the Project Schedule, subject to any amendment or Force Majeure.

10. The Reimbursable Project Costs set forth herein for the Project is not in excess of the amount of $37,000.00 (Village Contribution).

11. The Final Project Cost is _____ ($ 1,700,000).

Developer agrees that if prior to the time of acceptance by Village any matter certified to herein by it will not be true and correct in all material respects at such time as if then made, it will immediately so notify the Village. Except to the extent, if any, that prior to the time of the Village's approval of Reimbursable Project Costs for the Project, the Village shall receive written notice to the contrary from Developer, each matter certified to herein shall be deemed once again to be certified as true and correct at the date of approval of Reimbursable Project Costs as if then made.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ___ day of _____, 20___.

1301 W IRVING PARK LLC
An Illinois limited liability corporation

By: _____

Its: Owner

OFFICIAL SEAL
MARIA R HAMPTON
Notary Public, State of Illinois
My Commission Expires 12/15/2026

Signed and sworn before me by _____ this 20 day of February, 2024.

_____
Notary Public

APPROVED: **VILLAGE OF BENSENVILLE, ILLINOIS**, an Illinois municipal corporation

By:_____

Name:_____

Title:_____

Schedule 1

Reimbursable Project Costs Schedule for the Project

Date: _____
Page __ of ___

#	Vendor Name/Address	Phone	Description	Project Budget Item (Exhibit E)	Invoice Date	Payment Date	Total Amount Paid	Requested Certification Amount
__								
__								
__								
__								
__								
__								
__								

Final Project Cost Incurred for the Project: $_____.
Total Reimbursement Request for Redevelopment Project Costs: $_____.

**Attached hereto are the contracts, invoices, proof of payment and lien waivers corresponding to each of the above cited vendors for which Developer seeks such costs to be certified as a Reimbursable Project Cost.

1301 W IRVING PARK LLC
An Illinois limited liability corporation

By: _____

Its: Owner

Signed and sworn before me by: Maria R. Hampton

this 20 day of February, 2024.

Maria R Hampton
Notary Public

OFFICIAL SEAL
MARIA R HAMPTON
Notary Public, State of Illinois
My Commission Expires 12/15/2026

Exhibit G

Short Form Agreement

This document prepared by,
and after recording return to:

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

This space reserved for Recorder's use only.

SHORT FORM AND MEMORANDUM OF
TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT

This Short Form and Memorandum of Tax Increment Financing Redevelopment Agreement (the "**Short Form Agreement**") is made as of _____, 2024, by and between **VILLAGE OF BENSENVILLE,** an Illinois municipal corporation (the "**Village**"), and **1301 W IRVING PARK LLC,** an Illinois limited liability company (the "**Developer**").

1. **Capitalized Terms**. All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement. To the extent of any conflict between this Short Form Agreement and the terms of the Agreement, the Agreement shall control.

2. **Redevelopment Agreement**. Village and Developer entered into that certain Tax Increment Financing Redevelopment Agreement, dated _____, 2024, (the "**Agreement**") describing the Project being made to real property owned by Developer and legally described on the attached and incorporated Exhibit A (the "**Property**"). The Term of the Agreement shall be in full force and effect from the Effective Date and shall remain in full force and effect, unless earlier terminated pursuant to the terms of the Agreement, until December 31, 2033.

3. **Tax Increment Financing**. The Agreement provides for the capture by the Village of Incremental Taxes from the Property for a period not to extend beyond December 31st of the year following the twenty-third (23rd) year from the date of designation of the Redevelopment Project Area. The Incremental Taxes so captured by the Village shall be utilized as described in the Agreement.

4. **Remaining Terms**. The remaining terms of the Agreement are hereby incorporated into this Short Form Agreement as if they were set forth in full. A full and correct copy of the Agreement may be inspected at the office of the Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois.

5. **Other Agreement Provisions**. Among the other terms and conditions contained in the Agreement, the Agreement provides:

A. Developer shall redevelop the Property and cause the Project to be constructed in accordance with the Agreement and all Exhibits attached thereto, the Preliminary Site Plan, the Project Schedule, the Plans and Specifications, the Project Budget, the Redevelopment Plan and all Laws applicable to the Property, the Project and/or Developer. The aforesaid covenant shall be deemed satisfied upon acceptance by Village of the respective Certificate of Substantial Completion.

B. During the Term, Developer shall pay or cause to be paid when due all Governmental Charges which are assessed or imposed upon the Project, or the Property, or which become due and payable. Further, after acceptance of the Certificate of Substantial Completion, Developer may make additions, alterations, and changes to the Project so long as such additions, alterations and changes are made in compliance with all applicable Laws, the Agreement, the Redevelopment Plan, and as long as such additions, alterations and changes to the Project or Property do not have a material adverse effect on the assessed value of the Project or Property.

D. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee, or successor in interest to Developer shall seek or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)), during the Term.

6. **Inquiries**. Further inquiries regarding this Short Form Agreement and the Redevelopment Agreement may be made to the following Parties:

If to Village: Office of the Village Manager
Village of Bensenville
12 South Center Street
Bensenville, Illinois 60106

If to Developer: Salameh Fakhouri
1301 W Irving Park LLC
1301 West Irving Park Road
Bensenville, Illinois 60106

or at such other address with respect to either party as that party may from time to time designate in writing and notify the other as provided in the Agreement.

WITNESS the due execution of this Short Form of Agreement by Village as of the day and year first above written.

VILLAGE OF BENSENVILLE, ILLINOIS,
An Illinois municipal corporation

_____
Village President

ATTEST:

_____
Village Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

On this ____ day of _____, 2024, before me, personally appeared Frank DeSimone, personally known, who being by me duly sworn did say that he is the Village President of the Village of Bensenville, Illinois, an Illinois municipal corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Trustees and acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in DuPage County, Illinois the day and year last above written.

_____
Notary Public

Printed Name:_____

My commission expires:

IN WITNESS WHEREOF, the Village and Developer have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

1301 W IRVING PARK LLC,
An Illinois limited liability corporation

By: _____

Its: Owner

STATE OF ILLINOIS)
) ss.
COUNTY OF DuPage)

On this 20 day of February, 2024, before me, personally appeared Maria Hampton personally known, who being by me duly sworn did say that he is the owner of 1301 W IRVING PARK LLC, an Illinois limited liability corporation, that said instrument was signed on behalf of said limited liability corporation, and acknowledged said instrument to be the free act and deed of said limited liability corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in DuPage County, Illinois the day and year last above written.

_____
Notary Public

Printed Name: Maria R. Hampton

My commission expires:

OFFICIAL SEAL
MARIA R HAMPTON
Notary Public. State of Illinois
My Commission Expires 12/15/2026

Attachment A

Legal Description

LOTS 3, 4, 5, 6 AND 7 IN BLOCK 40 IN THE FIRST ADDITION TO PERCY WILSON'S IRVING PARK MANOR, BEING A SUBDIVISION IN SECTIONS 10, 11, 14 AND 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926 AS DOCUMENT 213044, EXCEPT THAT PART OF LOT 3 TAKEN FOR ROADWAY PURPOSES BY DOCUMENT R85-18882, IN DUPAGE COUNTY, ILLINOIS.

Common Address: 1301 West Irving Park Road, Bensenville, Illinois

Permanent Index Numbers (PINs): 03-15-222-013-0000 and 03-15-222-019-0000

COOK ENGINEERING GROUP

DATE 06/20/23

ENGINEER'S OPINION OF PROBABLE COST

PROJECT CILANTRO TACO GRILL
1301 W IRVING PARK ROAD
VILLAGE OF BENSENVILLE, DUPAGE COUNTY, IL

COOK ENGINEERING GROUP ID 2022-135
PLAN REVISION DATE 06/20/23

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE		AMOUNT
OFF-SITE IMPROVEMENTS (IDOT)						
	EROSION CONTROL / DEMO					
1	INLET FILTERS*	4	EA	$300.00	$	1,200.00
2	SODDING*	70	SY	$10.00	$	700.00
3	EXISTING CONCRETE REMOVAI	70	SY	$10.00	$	700.00
4	EXISTING CURB REMOVAL	229	LF	$10.00	$	2,290.00
				EROSION CONTROL & DEMO	**$**	**4,890.00**
CONCRETE PAVEMENT		43	SY			
5	8-PCC PAVEMENT	43	SY	$100.00	$	4,300.00
6	6-INCH COMPACTED AGGREGA´	43	SY	$12.00	$	516.00
7	B6.12 CURB & GUTTER	89	LF	$35.00	$	3,115.00
8	B6.24 CURB & GUTTER	88	LF	$50.00	$	4,400.00
9	PCC STAMPED WALK	351	SF	$15.00	$	5,265.00
				CONCRETE PAVEMENT	**$**	**17,596.00**
				OFF-SITE IMPROVEMENT TOTAL	**$**	**22,486.00**

110% EROSION CONTROL AND STORMWATER* **$ 37,200.90**

VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, ILLINOIS 60106

Ordinance No. 16-2022

An Ordinance Granting Approval of a Site Plan and Preliminary and Final Planned Unit Development with Code Departures for a Restaurant and Drive-Through at 1301 W Irving Park Road, Bensenville, Illinois

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ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF BENSENVILLE
THIS 21st DAY OF JUNE 2022

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois this 22nd day of June, 2022

STATE OF ILLINOIS)
COUNTIES OF COOK)
SS AND DUPAGE)

I, Corey Williamsen, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, and as such officer, I am the keeper of the records and files of said Village; I do further certify that the foregoing constitutes a full, true and correct copy of Ordinance No. 16-2022 entitled An Ordinance Granting Approval of a Site Plan and a Preliminary and Final Planned Unit Development with Code Departures for a Restaurant and Drive-Through at 1301 W Irving Park Road, Bensenville, Illinois.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal on this 22nd day of June 2022.

VILLAGE OF BENSENVILLE
SEAL
SEAL
ILLINOIS

Corey Williamsen
Deputy Village Clerk

ORDINANCE # 16-2022

AN ORDINANCE GRANTING APPROVAL OF A SITE PLAN AND A PRELIMINARY AND FINAL PLANNED UNIT DEVELOPMENT WITH CODE DEPARTURES FOR A RESTAURANT AND DRIVE-THROUGH AT 1301 W IRVING PARK ROAD, BENSENVILLE, ILLINOIS

WHEREAS, Leonidas Bairaktaris ("Owner") of 6N068 Acacia Lane, Medinah, IL 60157, and Salameh Fakhouri ("Applicant") of 2427 Saranac Lane, Glenview, IL 60026 filed an application for Site Plan Review, Municipal Code Section 10-3-2 of the Bensenville Village Zoning Ordinance ("Zoning Ordinance"), and Preliminary and Final Planned Unit Development, Municipal Code Section 10-4 of the Village of Bensenville Zoning Ordinance ("Zoning Ordinance") with the following Code Departures: Drive-through facility, Municipal Code Section 10-7-2-1 of the Zoning Ordinance; Design Requirements for Commercial Districts, Municipal Code Section 10-6-16B-2 of the Zoning Ordinance; Minimum Setback Adjacent to a Residential District, Municipal Code Section 10-6-18-1 of the Zoning Ordinance; Minimum Transparency, Municipal Code Section 10-6-18-1 of the Zoning Ordinance; Bailout Lane Requirement, Municipal Code Section 10-8-9D of the Zoning Ordinance; Fence in the Corner Side Yard, Municipal Code Section 10-7-4C-7a of the Zoning Ordinance; Refuse area in the Corner Side Yard, Municipal Code Section 10-9-7B-1 of the Zoning Ordinance; Minimum Off-Street Parking Requirements, Municipal Code Section 10-8-2-1 of the Zoning Ordinance; Off-Street Parking Space Depth, Municipal Code Section 10-8-6-1 of the Zoning Ordinance; Off-Street Parking Aisle Widths, Municipal Code Section 10-8-6-1 of the Zoning Ordinance; C-2 District Parking Row Standards, Municipal Code Section 10-8-6L of the Zoning Ordinance; Pedestrian Connections to Public Rights-Of-Way, Municipal Code Section 10-8-7C of the Zoning Ordinance; Pedestrian Circulation System Width, Municipal Code Section 10-8-7E-1 of the Zoning Ordinance; Frontage Sidewalk Width, Municipal Code Section 10-8-7E-4 of the

Zoning Ordinance; Street Tree Requirements, Municipal Code Section 10-9-4B of the Zoning Ordinance; Tree Canopy Coverage, Municipal Code Section 10-9-5A of the Zoning Ordinance; Parking Lot Perimeter Landscape, Municipal Code Section 10-9-5B of the Zoning Ordinance; Parking Lot Interior Landscape Island Trees, Municipal Code Section 10-9-5C-5 of the Zoning Ordinance; Parking Lot Interior Landscape Island Groundcover, Municipal Code Section 10-9-5C-5 of the Zoning Ordinance; Required Buffer Yard, Municipal Code Section 10-9-6-1 of the Zoning Ordinance for the property located at 1301 W Irving Park Road, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the Site Plan Review and Preliminary and Final Planned Unit Development sought by the Applicant was published in the Daily Herald on Thursday, May 19, 2022 by the Village of Bensenville, and notice was also given via posting of Public Hearing Signs on the Subject Property on Friday, May 20, 2022, and via First Class mail to taxpayers of record within 250 feet of the Subject Property on Thursday, May 19, 2022, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on June 7, 2022, as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, on June 7, 2022, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by the Applicant, and thereafter, voted unanimously (5-0) to recommend approval of the Site Plan Review, Municipal Code Section 10-3-2, and Preliminary and Final Planned Unit Development with conditions,

Municipal Code Section 10-4, and forwarded its recommendations, including the Staff Report and findings relative to the requests, to the President and Board of Village Trustees, which concurred with the recommendations made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, on June 21, 2022, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval with conditions of the requested Site Plan Review, Municipal Code Section 10-3-2, and Preliminary and Final Planned Unit Development, Municipal Code Section 10-4, as recommended by the Community Development Commission, is consistent with the Zoning Ordinance.

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

Section 1. That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. That the Subject Property is currently zoned under the Zoning Ordinance as C-2 Commercial District, which zoning classification shall remain in effect subject to the Variation approved herein.

Section 3. That the Staff Report and Recommendations to approve the Site Plan, and to approve with conditions the Preliminary and Final Planned Unit Development, as allowed by the Zoning Ordinance, Sections 10-3-2 and 10-4, as adopted by the Community Development Commission as shown in Exhibit "B", is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Site Plan and Preliminary and Final Planned Unit Development are proper and necessary.

Section 4. That the Site Plan, Municipal Code Section 10-3-2, as sought by the Applicant of the Subject Property, is hereby approved.

Section 5. That the Preliminary and Final Planned Unit Development, Municipal Code Section 10-4, as sought by the Applicant of the Subject Property, is hereby approved with the following conditions:

1) Proposed development of the subject site shall be in accordance with the following plans, except as amended herein:
    a. Site Plan, prepared by DAMAA architecture, dated 04/25/2022.
    b. Elevations and site renderings, prepared by DAMAA – Danilo Medina Aguirre Architects, dated 5/5/2022.
2) The requested code departure for Drive-through facility, Municipal Code Section 10-7-2-1 be approved;
3) The requested code departure from Section 10 – 6 – 16B – 2 Design Requirements for Commercial Districts be approved with the following conditions:
    a. The Zoning Administrator has final review authority over the architectural design of the building prior to issuance of building permit.
4) The requested code departure from Section 10 – 6 – 18 – 1 Minimum Setback Adjacent to a Residential District be approved;
5) The requested code departure from Section 10 – 6 – 18 – 1 Minimum Transparency be approved;
6) The requested code departure from Section 10 – 8 – 9D Bailout Lane Requirement be approved;

7) The requested code departure from Section 10 – 7 – 4C – 7a Fence in the Corner Side Yard be approved;

8) The requested code departure from Section 10 – 9 – 7B – 1 Refuse area in the Corner Side Yard be approved with the following condition:

   a. Refuse area must be setback at least 3' from the north property line.

9) The requested code departure from Section 10 – 8 – 2 – 1 Minimum Off-Street Parking Requirements be approved;

10) The requested code departure from Section 10 – 8 – 6 – 1 Off-Street Parking Space Depth be approved;

11) The requested code departure from Section 10 – 8 – 6 – 1 Off-Street Parking Aisle Widths be approved;

12) The requested code departure from Section 10 – 8 – 6L C-2 District Parking Row Standards be approved;

13) The requested code departure from Section 10 – 8 – 7C Pedestrian Connections to Public Rights-Of-Way be approved;

14) The requested code departure from Section 10 – 8 – 7E – 1 Pedestrian Circulation System Width be approved;

15) The requested code departure from Section 10 – 8 – 7E – 4 Frontage Sidewalk Width be approved;

16) The requested code departure from Section 10 – 9 – 4B Street Tree Requirements be approved with the following condition:

   a. Applicant to coordinate with staff to reasonably provide street trees in the northeast corner of the property.

17) The requested code departure from Section 10 – 9 – 5A Tree Canopy Coverage be approved with the following condition:

   a. Applicant to coordinate with staff to reasonably provide tree canopy coverage throughout the site whenever feasible.

18) The requested code departure from Section 10 – 9 – 5B Parking Lot Perimeter Landscape be approved with the following conditions:

   a. Applicant to provide a continuous hedge row per section 10-9-5B-1c-1 of the Village Code within the perimeter landscape when feasible.

   b. Applicant to provide groundcover per section 10-9-5B-1c-3 of the Village Code in all other areas of the parking lot perimeter landscape area.

19) The requested code departure from Section 10 – 9 – 5C – 4 Parking Lot Interior Landscape Island Trees be approved;

20) The requested code departure from Section 10 – 9 – 5C – 5 Parking Lot Interior Landscape Island Ground Cover be approved with the following condition:

   a. Applicant to coordinate with staff to provide plantings within the interior landscape island north of the east parking row.

21) The requested code departure from Section 10 – 9 – 6 – 1 Required Buffer Yard be approved with the following conditions:

   a. Applicant to ensure a retaining wall is built along the property line to the height of the existing retaining wall on the west and north property lines.

   b. Applicant to install a 6' fence on top of the retaining wall along the north property line.

22) A final landscape plan shall be submitted for review and approved by the Zoning Administrator;

23) Applicant to coordinate with staff during permit review to ensure adequate striping and signage is included for entrances/exits, and parking lot drive aisles;

24) The two existing curb cuts nearest to the intersection of Spruce Avenue and Irving Park Road must be closed;

25) Existing or proposed site utilities were not shown in the submittal. Existing utility connections will need to be removed back to the existing mains and re-established with proper sizes and materials;

26) The Village has decorative sidewalk along Irving Park Road that will need to be matched when installing sidewalk on this road. Sidewalk will need to be replaced from the western driveway apron on Irving Park Road to a joint past the east apron being removed;

27) Sidewalk should be installed along the west side of Spruce Avenue from the corner of Irving Park Road to the northern property line;

28) The existing curb and gutter along Spruce Avenue from the corner of Irving Park Road to the property line should be replaced with new B-6.12 curb and gutter meeting IDOT's Standard detail. The existing curb is in poor condition and much of it is depressed along the driveway being removed on Spruce Avenue;

29) The existing depressed curb and gutter on Irving Park Road will need to be removed and replaced with new B-6.24 curb and gutter meeting IDOT's Standard detail;

30) A "No Further Remediation" letter for any previous underground storage tanks shall be provided if available; and

a. If this is not available, proof of tank removal and proper site remediation will be required.

Section 6. That all requirements of the Zoning Ordinance shall be applicable except as allowed by the Site Plan and Preliminary and Final Planned Unit Development approved herein.

Section 7. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 8. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

(Intentionally Left Blank)

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 21st day of June 2022, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

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

NAYES: None

ABSENT: None

Ordinance # 16 - 2022
Exhibit "A"

The Legal Description is as follows:

LOTS 3, 4, 5, 6, 7 AND THE SOUTH ½ OF THE VACATED ALLEY LYING NORTH AND ADJOINING THE LAND (AS PER DOCUMENT NO. 669294, REC. DECEMBER 08, 1952) IN BLOCK 40 IN THE FIRST ADDITION TO PERCY WILSON'S IRVING PARK MANOR, BEING A SUBDIVISION IN SECTION 10, 11, 14, AND 15, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926, AS DOCUMENT 213044, EXCEPT THAT PART OF LOT 3 TAKEN FOR ROADWAY PURPOSES BY THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION AS SHOWN AS PARCEL 0026 ON PLAT RECORDED MARCH 19, 1985, AS DOCUMENT R85-18882, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 3: THENCE NORTH 86 DEGREES 23 MINUTES 55 SECONDS WEST ALONG THE SOUTH LINE OF LOT 3, A DISTANCE OF 10.00 FEET; THENCE NORTH 46 DEGREES 43 MINUTES 13 SECONDS EAST, 14.17 FEET TO THE EAST LINE OF LOT 3; THENCE SOUTH 01 DEGREE 50 MINUTES 22 SECONDS WEST ALONG THE EAST LINE OF LOT 3, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, IN DuPAGE COUNTY, ILLINOIS.

Commonly known as 1301 W Irving Park Road, Bensenville, IL 60106.

Mr. Arquette reviewed the Findings of Fact for the proposed Site Plan Review in the Staff Report consisting of:

1) **Surrounding Character:** The site plan for the proposed development is consistent with the existing character and zoning of adjacent properties and other property within the immediate vicinity of the proposed development.

   Applicant's Response: Correct the property is consistent with the existing character and zoning of adjacent properties. The building is commercial in use and is similar to surrounding buildings on busy W. Irving Park Rd.

2) **Neighborhood Impact:** The site plan for the proposed development will not adversely impact adjacent properties and other properties within the immediate vicinity of the proposed development.

   Applicant's Response: The site plan and functionality of the proposed development conforms with other buildings on Irving Park, and Spruce street, and will not impact adjacent properties that are similar in use within the vicinity of the development.

3) **Public Facilities:** The site plan for the proposed development will be provided with adequate utilities, access roads, parking, loading, drainage, stormwater flow paths, exterior lighting, and/or other necessary facilities.

   Applicant's Response: The site plan will indeed provide adequate utilities, access to roads, parking, loading and the like as reflected in our plans. All conditions will be addressed in the site plan and development.

4) **Environmental Preservation:** The site plan for the proposed development is designed to preserve the environmental resources of the zoning lot.

   Applicant's Response: The site plan will designate and preserve the environmental resources of the zoning lot and will provide necessary trees, and bushes where deemed necessary.

5) **On-Site Pedestrian Circulation System:** The site plan shall accommodate on-site pedestrian circulation from parking areas, plazas, open space, and public rights-of-way. Pedestrian and vehicular circulation shall be separated to the greatest extent possible.

Applicant's Response: All pedestrian circulations around the property in its entirety will be addressed to the greatest extent possible and will conform to the best of our ability in our site plan.

6) **Vehicle Ingress and Egress:** The site plan shall locate curb cuts for safe and efficient ingress and egress of vehicles. The use of shared curb cuts and cross-access easements shall be provided when appropriate.

   Applicant's Response: We shall provide safe curb cuts for efficient ingress and egress and implement anything deemed necessary to adhere to these guidelines.

7) **Architectural Design:** The site plan for the proposed development includes architectural design that contributes positively to the Village's aesthetic appearance.

   Applicant's Response: As you can see from our rendering we intend to invest a significant amount of money to aesthetically improve the appearance of the sit to positively contribute to the Villages over all appearance.

8) **Consistent with Title and Plan:** The site plan for the proposed development is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

   Applicant's Response: The site plan and proposed use of a drive thru restaurant is consistent with the plan, title and land use policies of the village and zoning.

Mr. Arquette reviewed the Findings of Fact for the proposed Special Use in the Staff Report consisting of:

1) **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.

   Applicant's Response: The proposed restaurant will not endanger the health , safety, comfort, convenience or general welfare of the public. It will provide another establishment where people can enjoy a safe and delicious meal with there families.

2) **Neighborhood Character:** The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.

   Applicant's Response: The proposed special use is compatible with other buildings along Irving Park Road where other drive thru businesses are operational.

3) **Orderly Development:** The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.

   Applicant's Response: The special use will not impede the orderly development and improvement of adjacent properties, it will only effect my property and it has the space to adequately do so.

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

   Applicant's Response: The proposed development does not put any undue burdens upon existing development in the area.

5) **Consistent with Title and Plan:** The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.
   Applicant's Response: The proposed special use is consistent with the comprehensive plan , title , and land use policies of the village.

Mr. Arquette reviewed the Findings of Fact for the proposed Planned Unit Development in the Staff Report consisting of:

1) **Comprehensive Plan:** The proposed planned unit development fulfills the objectives of the Comprehensive Plan, and other land use policies of the Village, through an innovative and creative approach to the development of land.

   Applicant's Response: The proposed planned development was carefully thought out and meets the land use policies of the village though a creative approach to maximize the use of the

property to provide the most beneficial value add for the community and its residents.

2) **Public Facilities:** The proposed planned unit development will provide walkways, driveways, streets, parking facilities, loading facilities, exterior lighting, and traffic control devices that adequately serve the uses within the development, promote improved access to public transportation, and provide for safe motor vehicle, bicycle, and pedestrian traffic to and from the site.

   Applicant's Response: The planned unit development will provide all of the items listed above to adequately serve the property and its visitors.

3) **Landscaping and Screening:** The proposed planned unit development will provide landscaping and screening that enhances the Village's character and livability, improves air and water quality, reduces noise, provides buffers, and facilitates transitions between different types of uses.

   Applicant's Response: The proposed plan development will take into account any necessary measures to enhance the villages character by improving landscaping and addressing all factors listed above. I only ask that these improvements are within reason and do not adversely obstruct the visibility of the building to customers.

4) **Site Design:** The proposed planned unit development will incorporate sustainable and low impact site design and development principles.

   Applicant's Response: The proposed development will incorporate sustainable and low impact site design and development principles thru cooperation of myself and my architectural team.

5) **Natural Environment:** The proposed planned unit development will protect the community's natural environment to the greatest extent practical, including existing natural features, water courses, trees, and native vegetation.

   Applicant's Response: The planned development will protect the natural environment to the greatest extent practicable. All items listed above will be preserved and protected to the best of my ability.

6) **Utilities:** The proposed planned unit development will be provided with underground installation of utilities when feasible, including electricity, cable, and telephone, as well as appropriate facilities for storm sewers, stormwater retention, and stormwater detention.

Applicant's Response: The proposed special use will not require any special access, utilities or require extra drainage and the like. The special use does not affect or negatively add to all of the conditions listed above.

Mr. Arquette stated:

1. Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Site Plan Review at 1301 W Irving Park Road.
2. Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Preliminary and Final Planned Unit Development at 1301 W Irving Park Road with the following conditions:
    a. Proposed development of the subject site shall be in accordance with the following plans, except as amended herein:
        i. Site Plan, prepared by DAMAA architecture, dated 04/25/2022.
        ii. Elevations and site renderings, prepared by DAMAA – Danilo Medina Aguirre Architects, dated 5/5/2022.
    b. The requested code departure for Drive-through facility, Municipal Code Section 10-7-2-1 be approved;
    c. The requested code departure from Section 10 – 6 – 16B – 2 Design Requirements for Commercial Districts be approved with the following conditions:
        i. The Zoning Administrator has final review authority over the architectural design of the building prior to issuance of building permit.
    d. The requested code departure from Section 10 – 6 – 18 – 1 Minimum Setback Adjacent to a Residential District be approved;
    e. The requested code departure from Section 10 – 6 – 18 – 1 Minimum Transparency be approved;
    f. The requested code departure from Section 10 – 8 – 9D Bailout Lane Requirement be approved;
    g. The requested code departure from Section 10 – 7 – 4C – 7a Fence in the Corner Side Yard be approved;

h. The requested code departure from Section 10 – 9 – 7B – 1 Refuse area in the Corner Side Yard be approved with the following condition:
    i. Refuse area must be setback at least 3' from the north property line.
i. The requested code departure from Section 10 – 8 – 2 – 1 Minimum Off-Street Parking Requirements be approved;
j. The requested code departure from Section 10 – 8 – 6 – 1 Off-Street Parking Space Depth be approved;
k. The requested code departure from Section 10 – 8 – 6 – 1 Off-Street Parking Aisle Widths be approved;
l. The requested code departure from Section 10 – 8 – 6L C-2 District Parking Row Standards be approved;
m. The requested code departure from Section 10 – 8 – 7C Pedestrian Connections to Public Rights-Of-Way be approved;
n. The requested code departure from Section 10 – 8 – 7E – 1 Pedestrian Circulation System Width be approved;
o. The requested code departure from Section 10 – 8 – 7E – 4 Frontage Sidewalk Width be approved;
p. The requested code departure from Section 10 – 9 – 4B Street Tree Requirements be approved with the following condition:
    i. Applicant to coordinate with staff to reasonably provide street trees in the northeast corner of the property.
q. The requested code departure from Section 10 – 9 – 5A Tree Canopy Coverage be approved with the following condition:
    i. Applicant to coordinate with staff to reasonably provide tree canopy coverage throughout the site whenever feasible.
r. The requested code departure from Section 10 – 9 – 5B Parking Lot Perimeter Landscape be approved with the following conditions:
    i. Applicant to provide a continuous hedge row per section 10-9-5B-1c-1 of the Village Code within the perimeter landscape when feasible.
    ii. Applicant to provide groundcover per section 10-9-5B-1c-3 of the Village Code in all other areas of the parking lot perimeter landscape area.
s. The requested code departure from Section 10 – 9 – 5C – 4 Parking Lot Interior Landscape Island Trees be approved;
t. The requested code departure from Section 10 – 9 – 5C – 5 Parking Lot Interior Landscape Island Ground Cover be approved with the following condition:

i. Applicant to coordinate with staff to provide plantings within the interior landscape island north of the east parking row.

u. The requested code departure from Section 10 – 9 – 6 – 1 Required Buffer Yard be approved with the following conditions:
   i. Applicant to ensure a retaining wall is built along the property line to the height of the existing retaining wall on the west and north property lines.
   ii. Applicant to install a 6' fence on top of the retaining wall along the north property line.

v. A final landscape plan shall be submitted for review and approved by the Zoning Administrator;

w. Applicant to coordinate with staff during permit review to ensure adequate striping and signage is included for entrances/exits, and parking lot drive aisles;

x. The two existing curb cuts nearest to the intersection of Spruce Avenue and Irving Park Road must be closed;

y. Existing or proposed site utilities were not shown in the submittal. Existing utility connections will need to be removed back to the existing mains and re-established with proper sizes and materials;

z. The Village has decorative sidewalk along Irving Park Road that will need to be matched when installing sidewalk on this road. Sidewalk will need to be replaced from the western driveway apron on Irving Park Road to a joint past the east apron being removed;

aa. Sidewalk should be installed along the west side of Spruce Avenue from the corner of Irving Park Road to the northern property line;

bb. The existing curb and gutter along Spruce Avenue from the corner of Irving Park Road to the property line should be replaced with new B-6.12 curb and gutter meeting IDOT's Standard detail. The existing curb is in poor condition and much of it is depressed along the driveway being removed on Spruce Avenue;

cc. The existing depressed curb and gutter on Irving Park Road will need to be removed and replaced with new B-6.24 curb and gutter meeting IDOT's Standard detail;

dd. A "No Further Remediation" letter for any previous underground storage tanks shall be provided if available; and
   i. If this is not available, proof of tank removal and proper site remediation will be required.

There were no questions from the Commission.

Motion:	Commissioner Wasowicz made a motion to close CDC Case No. 2022-10. Commissioner Marcotte seconded the motion.
ROLL CALL:	Ayes: Rowe, Ciula, Czarnecki, Marcotte, Wasowicz
	Nays: None
	All were in favor. Motion carried.
	Chairman Rowe closed CDC Case No. 2022-10 at 6:54 p.m.
Motion:	Commissioner Wasowicz made a combined motion to approve the Findings of Fact and Site Plan Review, Municipal Code Section 10-3-2 with Staff's Recommendations. Commissioner Marcotte seconded the motion.
ROLL CALL:	Ayes: Rowe, Ciula, Czarnecki, Marcotte, Wasowicz
	Nays: None
	All were in favor. Motion carried.
Motion:	Commissioner Marcotte made a combined motion to approve the Findings of Fact and Preliminary and Final Planned Unit Developed *with code departures, with Staff's Recommendations. Commissioner Ciula seconded the motion.
ROLL CALL:	Ayes: Rowe, Ciula, Czarnecki, Marcotte, Wasowicz
	Nays: None
	All were in favor. Motion carried.

_____

Ronald Rowe, Chairman
Community Development Commission

BENSENVILLE
GATEWAY TO OPPORTUNITY

Community Development Commission
Public Hearing 06.07.22

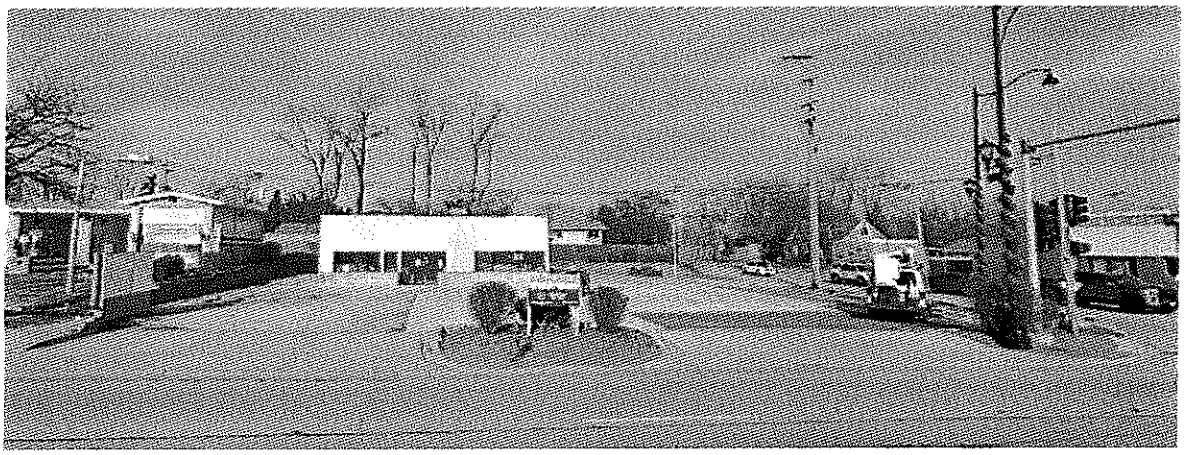
CDC Case #2022 – 10

Salameh Fakhouri
1301 W Irving Park Road

Site Plan Review
Municipal Code Section 10 – 3 – 2

Preliminary and Final Planned Unit Development *with Code Departures*
Municipal Code Section 10 – 4

1. Aerial Photograph & Zoning Map of Subject Property
2. Legal Notice
3. Application
4. Staff Report & Exhibits
5. Plans

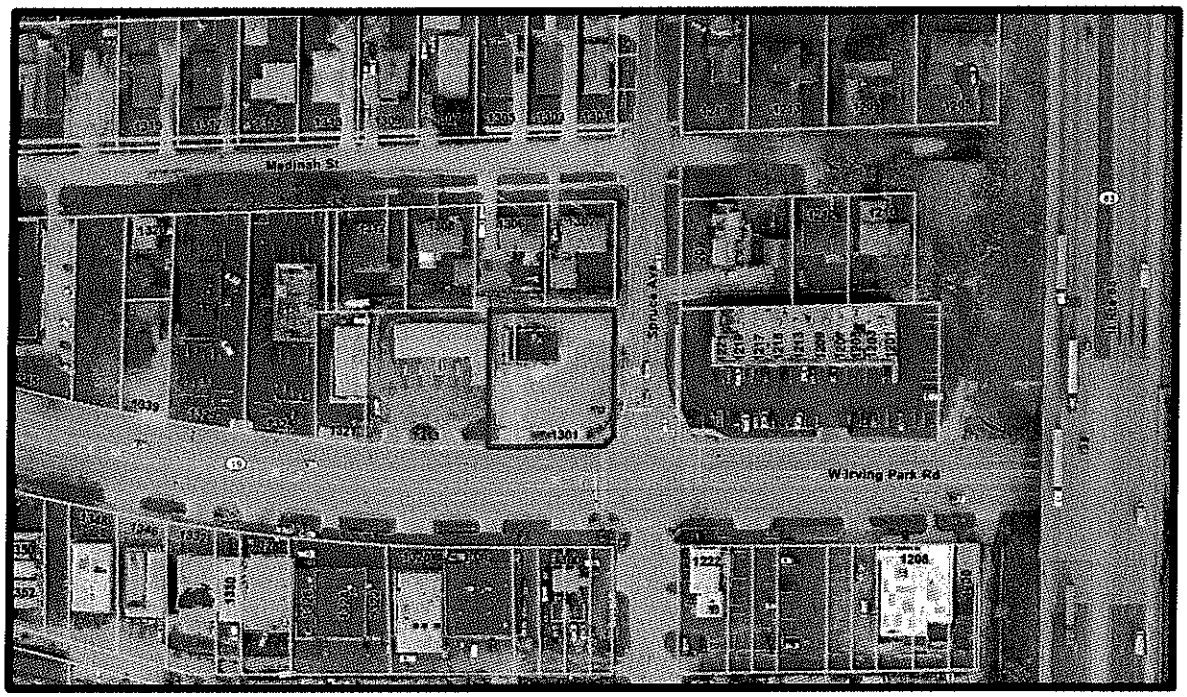


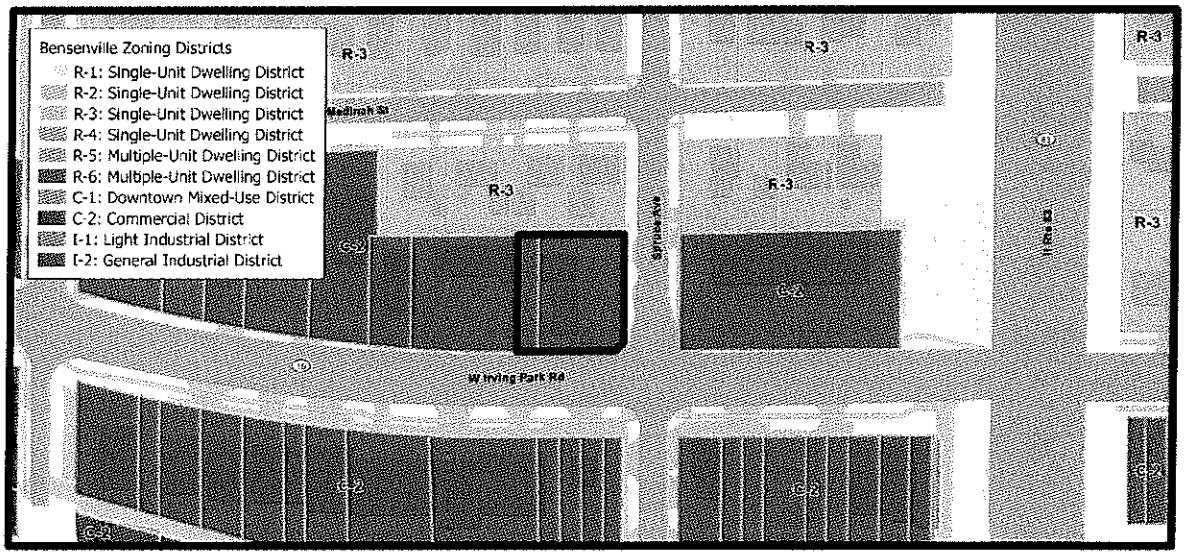
CDC# 2022-10

1301 W Irving Park Road
Salameh Fakhouri
Site Plan Review
Municipal Code Section 10 – 3 – 2
Preliminary and Final Planned Unit Development with Code Departures
Municipal Code Section 10 – 4

N

Village of Bensenville





LEGAL NOTICE/PUBLIC NOTICE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Meeting of the Community Development Commission of the Village of Bensenville, DuPage and Cook Counties, will be held on Tuesday, June 7, 2022 at 6:30 P.M., at which a Public Hearing will be held to review case No. 2022 - 10 to consider a request for:

Site Plan Review
Municipal Code Section 10 – 3 – 2

Preliminary and Final Planned Unit Development
Municipal Code Section 10 – 4

In conjunction with the requested Planned Unit Development, the Petitioner is asking the Community Development Commission consider a request of the following code departures:

Drive-through facility
Municipal Code Section 10 – 7 – 2 – 1

Design Requirements for Commercial Districts
Municipal Code Section 10 – 6 – 16B – 2

Minimum Setback Adjacent to a Residential District
Municipal Code Section 10 – 6 – 18 – 1

Minimum Transparency
Municipal Code Section 10 – 6 – 18 – 1

Bailout Lane Requirement
Municipal Code Section 10 – 8 – 9D

Fence in the Corner Side Yard
Municipal Code Section 10 – 7 – 4C – 7a

Refuse area in the Corner Side Yard
Municipal Code Section 10 – 9 – 7B – 1

Minimum Off-Street Parking Requirements
Municipal Code Section 10 – 8 – 2 – 1

Off-Street Parking Space Depth
Municipal Code Section 10 – 8 – 6 – 1

Off-Street Parking Aisle Widths
Municipal Code Section 10 – 8 – 6 – 1

C-2 District Parking Row Standards
Municipal Code Section 10 – 8 – 6L

Pedestrian Connections to Public Rights-Of-Way
Municipal Code Section 10 – 8 – 7C

Pedestrian Circulation System Width
Municipal Code Section 10 – 8 – 7E – 1

Frontage Sidewalk Width
Municipal Code Section 10 – 8 – 7E – 4

Street Tree Requirements
Municipal Code Section 10 – 9 – 4B

Tree Canopy Coverage
Municipal Code Section 10 – 9 – 5A

Parking Lot Perimeter Landscape
Municipal Code Section 10 – 9 – 5B

Parking Lot Interior Landscape Island Trees
Municipal Code Section 10 – 9 – 5C – 4

Parking Lot Interior Landscape Island Groundcover
Municipal Code Section 10 – 9 – 5C – 5

Required Buffer Yard
Municipal Code Section 10 – 9 – 6 – 1

At 1301 W Irving Park Road in an existing C-2 Commercial District. The Public Hearing will be held in the Village Board Room at Village Hall, 12 S. Center Street, Bensenville.

The Legal Description is as follows:

LOTS 3, 4, 5, 6, 7 AND THE SOUTH ½ OF THE VACATED ALLEY LYING NORTH AND ADJOINING THE LAND (AS PER DOCUMENT NO. 669294, REC. DECEMBER 08, 1952) IN BLOCK 40 IN THE FIRST ADDITION TO PERCY WILSON'S IRVING PARK MANOR, BEING A SUBDIVISION IN SECTION 10, 11, 14, AND 15, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926, AS DOCUMENT 213044, EXCEPT THAT PART OF LOT 3 TAKEN FOR ROADWAY PURPOSES BY THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION AS SHOWN AS PARCEL 0026 ON PLAT RECORDED MARCH 19, 1985, AS DOCUMENT R85-18882, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 3: THENCE NORTH 86 DEGREES 23 MINUTES 55 SECONDS WEST ALONG THE SOUTH LINE OF LOT 3, A DISTANCE OF 10.00 FEET; THENCE NORTH 46 DEGREES 43 MINUTES 13 SECONDS EAST, 14.17 FEET TO THE EAST LINE OF LOT 3; THENCE SOUTH 01 DEGREE 50 MINUTES 22 SECONDS WEST ALONG THE EAST LINE OF LOT 3, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, IN DuPAGE COUNTY, ILLINOIS.

Commonly known as 1301 W Irving Park Road, Bensenville, IL 60106.

Leonidas Bairaktaris of 6n068 Acacia Lane, Medinah, IL 60157 is the owner and Salameh Fakhouri of 2427 Saranac Lane, Glenview, IL 60026 is the applicant for the subject property.

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

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend the Public Hearing and be heard. A link for electronic viewing will be posted on the Village website at least 48 hours prior to the meeting date. Written comments mailed to Village Hall, and online comments submitted on the Village website, will be accepted by the Community and Economic Development Department through June 7, 2022 until 5:00 P.M

Office of the Village Clerk
Village of Bensenville

TO BE PUBLISHED IN THE DAILY HERALD
May 19, 2022

For Office Use Only
Date of Submission: 5/5/2022 MUNIS Account #: 11991 CDC Case #: 2022-10

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 1301 Irving Park Rd, Bensenville Illinois

Property Index Number(s) (PIN): 03-15-222-019 03-15-222-013

A. PROPERTY OWNER:

Leonidas Bairaktaris		
Name	Corporation (if applicable)	
6n068 Acacia Lane		
Street		
Medinah	Illinois	60157
City	State	Zip Code
Terry Giannoudakos	630-805-3635	xuno@comcast.net
Contact Person	Telephone Number	Email Address

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

B. APPLICANT: ☐ Check box if same as owner

Salameh Fakhouri		
Name	Corporation (if applicable)	
2427 Saranac Ln		
Street		
Glenview	Illinois	60026
City	State	Zip Code
Sam Fakhouri	847-989-7007	Sam@municipalbar.com
Contact Person	Telephone Number	Email Address

B. ACTION REQUESTED (Check applicable):
- ☑ Site Plan Review
- ☑ Special Use Permit
- ☐ Variation
- ☐ Administrative Adjustment
- ☐ Zoning Text or Map Amendment
- ☐ Zoning Appeal
- ☐ Plat of Subdivision
- ☐ Annexation
- ☐ Planned Unit Development*

*See Staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS:
- ☐ Affidavit of Ownership** (signed/notarized)
- ☐ Application**
- ☐ Approval Standards**
- ☐ Plat of Survey/Legal Description
- ☐ Site Plan
- ☐ Building Plans & Elevations
- ☐ Engineering Plans
- ☐ Landscape Plan
- ☐ Tree Preservation and Removal Plan
- ☐ Application Fees
- ☐ Fees agreement**

**Item located within this application packet.

RECEIVED
APR 12 2022
By

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

Seeking a special use for a Drive Thru at proposed site, a Beer and Wine License, and video gaming license at this location

Porposed Cilantro Taco Grill location

C. PROJECT DATA:

1. General description of the site: Vacant Free Standing Building
2. Acreage of the site: .31 Building Size (if applicable): Aprox 2,000 sq ft
3. Is this property within the Village limits? (Check applicable below)
   - ☑ Yes
   - ☐ No, requesting annexation
   - ☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.
4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)

Not sure of any existing agreements

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	C-2	Vacant	Bensenville
North:	R-3	Single family Residential	Bensenville
South:	C-2	Commercial	Bensenville
East:	C-2	Commercial	Bensenville
West:	C-2	Commercial	Bensenville

D. APPROVAL STANDARDS:

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

Upon the failure of the Petitioner/Applicant to reimburse the Village in accordance with this Agreement, no further action shall be undertaken on any Petition or Application by the Village President and Board of Trustees, or by any other official or quasi-official individual or body thereunder, including the conduct of any hearings or deliberations, the granting of any relief or approvals, and the execution or recording of any documents, until all such outstanding fees are paid in full. Further, the Village may deny any application for a grading, building or other permit if such amounts have not been paid in full. Upon any failure to reimburse the Village in accordance with this Section, the Village may in its discretion, elect to place a lien against any real property associated with the Petitioner/Applicant's Petition or Application. In the event such amounts are not paid in full within sixty (60) days after the date when the statement of such amounts due is delivered or deposited in the U.S. mail by the Village, such amounts due shall be deemed delinquent and thereafter a delinquency charge of one percent (1%) per month, or portion thereof, with a minimum delinquency charge of $5.00 per month, shall be added to the amount due until such amount, including all delinquency charges, is received by the Village. Said lien shall be in an amount equal to the outstanding amount owed to the Village.

The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be deemed to limit or waive the Village's right to seek relief of such fees against any or all responsible parties in a court of competent jurisdiction.

BY SIGNING BELOW, THE PETITIONER/APPLICANT ACKNOWLEDGES THAT THEY HAVE READ THE FOREGOING PARAGRAPHS AND FULLY UNDERSTANDS AND AGREES TO COMPLY WITH THE TERMS SET FORTH HEREIN. FURTHER, BY SIGNING BELOW, THE SIGNATORY WARRANTS THAT THEY POSSESS FULL AUTHORITY TO SO SIGN.

THE PETITIONER/APPLICANT AGREES THAT THEY SHALL BE LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE ORDINANCES OF THE VILLAGE OF BENSENVILLE, AND AS SET FORTH HEREIN.

Petitioner/Applicant

April 11th 2022

Date

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

AFFIDAVIT OF OWNERSHIP

I Salameh Fakhouri the undersigned Affiant, being first duly sworn, on oath states:

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

IN WITNESS WHEREOF, the undersigned has executed this Affidavit of Ownership this 12 day of, April, 2022.

Signature

SUBSCRIBED and **SWORN** to

before me this 12 day of, April, 2022.

Notary Public

Official Seal
Lidija Zubic
Notary Public State of Illinois
My Commission Expires 03/19/2023

RECEIVED
APR 12 2022
By

APPROVAL STANDARDS FOR SITE PLAN REVIEW:

1) The site plan for the proposed development is consistent with the existing character and zoning of adjacent properties and other property within the immediate vicinity of the proposed development.

   Correct the property is consistent with the existing character and zoning of adjacent properties. The building is commercial in use and is similar to surrounding buildings on busy W. Irving Park Rd.

2) The site plan for the proposed development will not adversely impact adjacent properties and other properties within the immediate vicinity of the proposed development.

   The site plan and functionality of the proposed development conforms with other buildings on Irving Park, and Spruce street, and will not impact adjacent properties that are similar in use within the vicinity of the development.

3) The site plan for the proposed development will be provided with adequate utilities, access roads, parking, loading, drainage, stormwater flow paths, exterior lighting, and/or other necessary facilities.

   The site plan will indeed provide adequate utilities, access to roads, parking, loading and the like as reflected in our plans. All conditions will be addressed in the site plan and development.

4) The site plan for the proposed development is designed to preserve the environmental resources of the zoning lot.

   The site plan will designate and preserve the environmental resources of the zoning lot and will provide necessary trees, and bushes where deemed necessary.

5) The site plan shall accommodate on-site pedestrian circulation from parking areas, plazas, open space, and public rights-of-way. Pedestrian and vehicular circulation shall be separated to the greatest extent possible.

   All pedestrian circulations around the property in its entirety will be addressed to the greatest extent possible and will conform to the best of our ability in our site plan.

6) The site plan shall locate curb cuts for safe and efficient ingress and egress of vehicles. The use of shared curb cuts and cross-access easements shall be provided when appropriate.

   We shall provide safe curb cuts for efficient ingress and egress and implement anything deemed necessary to adhere to these guidelines.

7) The site plan for the proposed development includes architectural design that contributes positively to the Village's aesthetic appearance.

As you can see from our rendering we intend to invest a significant amount of money to aesthetically improve the appearance of the sit to positively contribute to the Villages over all appearance.

8) The site plan for the proposed development is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

   The site plan and proposed use of a drive thru restaurant is consistent with the plan, title and land use policies of the village and zoning.

APPROVAL STANDARDS FOR SPECIAL USES:

1) The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.

   The proposed restaurant will not endanger the health , safety, comfort, convenience or general welfare of the public. It will provide another establishment where people can enjoy a safe and delicious meal with there families.

2) The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.

   The proposed special use is compatible with other buildings along Irving Park Road where other drive thru businesses are operational.

3) The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.

   The special use will not impede the orderly development and improvement of adjacent properties, it will only effect my property and it has the space to adequately do so.

4) The proposed special use will not require utilities, access roads, drainage and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

   The proposed development does not put any undue burdens upon existing development in the area.

5) The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

The proposed special use is consistent with the comprehensive plan , title , and land use policies of the village.

APPROVAL STANDARDS FOR PLANNED UNIT DEVELOPMENTS:

1) The proposed planned unit development fulfills the objectives of the Comprehensive Plan, and other land use policies of the Village, through an innovative and creative approach to the development of land.

   The proposed planned development was carefully thought out and meets the land use policies of the village though a creative approach to maximize the use of the property to provide the most beneficial value add for the community and its residents.

2) The proposed planned unit development will provide walkways, driveways, streets, parking facilities, loading facilities, exterior lighting, and traffic control devices that adequately serve the uses within the development, promote improved access to public transportation, and provide for safe motor vehicle, bicycle, and pedestrian traffic to and from the site.

   The planned unit development will provide all of the items listed above to adequately serve the property and its visitors.

3) The proposed planned unit development will provide landscaping and screening that enhances the Village's character and livability, improves air and water quality, reduces noise, provides buffers, and facilitates transitions between different types of uses.

   The proposed plan development will take into account any necessary measures to enhance the villages character by improving landscaping and addressing all factors listed above. I only ask that these improvements are within reason and do not adversely obstruct the visibility of the building to customers.

4) The proposed planned unit development will incorporate sustainable and low impact site design and development principles.

   The proposed development will incorporate sustainable and low impact site design and development principles thru cooperation of myself and my architectural team.

5) The proposed planned unit development will protect the community's natural environment to the greatest extent practical, including existing natural features, water courses, trees, and native vegetation.

   The planned development will protect the natural environment to the greatest extent practicable. All items listed above will be preserved and protected to the best of my ability.

6) The proposed planned unit development will be provided with underground installation of utilities when feasible, including electricity, cable, and telephone, as well as appropriate facilities for storm sewers, stormwater retention, and stormwater detention.

The proposed special use will not require any special access, utilities or require extra drainage and the like. The special use does not affect or negatively add to all of the conditions listed above.

BENSENVILLE
COMMUNITY DEVELOPMENT COMMISION

STAFF REPORT

HEARING DATE:	June 7, 2022
CASE #:	2022 – 10
PROPERTY:	1301 W Irving Park Road
PROPERTY OWNER:	Leonidas Bairaktaris
APPLICANT	Salameh Fakhouri
SITE SIZE:	16,810 SF
BUILDING SIZE:	2,660 SF
PIN NUMBER:	03-15-222-013 & 03-15-222-019
ZONING:	C-2 Commercial District
REQUEST:	Site Plan Review

Municipal Code Section 10 – 3 – 2

Preliminary and Final Planned Unit Development

Municipal Code Section 10 – 4

With the following code departures

Drive-through facility

Municipal Code Section 10 – 7 – 2 – 1

Design Requirements for Commercial Districts

Municipal Code Section 10 – 6 – 16B – 2

Minimum Setback Adjacent to a Residential District

Municipal Code Section 10 – 6 – 18 – 1

Minimum Transparency

Municipal Code Section 10 – 6 – 18 – 1

Bailout Lane Requirement

Municipal Code Section 10 – 8 – 9D

Fence in the Corner Side Yard

Municipal Code Section 10 – 7 – 4C – 7a

Refuse area in the Corner Side Yard

Municipal Code Section 10 – 9 – 7B – 1

Minimum Off-Street Parking Requirements

Municipal Code Section 10 – 8 – 2 – 1

Off-Street Parking Space Depth

Municipal Code Section 10 – 8 – 6 – 1

Off-Street Parking Aisle Widths

Municipal Code Section 10 – 8 – 6 – 1

C-2 District Parking Row Standards

Municipal Code Section 10 – 8 – 6L

Pedestrian Connections to Public Rights-Of-Way

Municipal Code Section 10 – 8 – 7C

Pedestrian Circulation System Width

Municipal Code Section 10 – 8 – 7E – 1

Frontage Sidewalk Width

Municipal Code Section 10 – 8 – 7E – 4

Street Tree Requirements

Municipal Code Section 10 – 9 – 4B

Tree Canopy Coverage
Municipal Code Section 10 – 9 – 5A
Parking Lot Perimeter Landscape
Municipal Code Section 10 – 9 – 5B
Parking Lot Interior Landscape Island Trees
Municipal Code Section 10 – 9 – 5C – 4
Parking Lot Interior Landscape Island Groundcover
Municipal Code Section 10 – 9 – 5C – 5
Required Buffer Yard
Municipal Code Section 10 – 9 – 6 – 1

PUBLIC NOTICE:

1. A Legal Notice was published in the Daily Herald on Thursday, May 19, 2022. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted two Notice of Public Hearing signs on the property, visible from the public way on Friday, May 20, 2022.
3. On Thursday, May 19, 2022, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner is seeking approval of a Site Plan and Planned Unit Development with code departures in order to develop a new Cilantro Taco Grill location at the subject property. The proposed development will add 1,200 SF in new additions to the existing building, and will include new parking areas and a drive-through lane. Petitioner will be closing two driveways nearest to the intersection of Spruce Avenue and Irving Park Road, leaving the other two driveways for access.

SURROUNDING LAND USES:

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

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

Finance:

1) Account is up to date and no liens.

Police:

1) No Objections.

Engineering and Public Works:

1) A DuPage County Stormwater Management Certification will be required for this project as the total land disturbing activity exceeds 5,000 SF.
2) The site does not have any regulatory floodplain or floodway. Per the National Wetland Inventory website, the site also does not contain any wetland or riparian areas.
3) An Illinois Department of Transportation (IDOT) permit will be required due to work proposed within IL-19 Irving Park Road and Spruce Avenue rights-of-way. Spruce Avenue in this location is under IDOT's jurisdiction as well.
4) Existing or proposed site utilities were not shown in the submittal. Existing utility connections will need to be removed back to the existing mains and re-established with proper sizes and materials.
5) Driveways must follow the Village Detail for "Commercial Driveway". Future plans should utilize all appropriate Village Details which can be found on the Village website.
6) The Village has decorative sidewalk along Irving Park Road that will need to be matched when installing sidewalk on this road. Sidewalk will need to be replaced from the western driveway apron on Irving Park Road to a joint past the east apron being removed.
7) Sidewalk should be installed along the west side of Spruce Avenue from the corner of Irving Park Road to the northern property line.
8) The existing curb and gutter along Spruce Avenue from the corner of Irving Park Road to the property line should be replaced with new B-6.12 curb and gutter meeting IDOT's Standard detail. The existing curb is in poor condition and much of it is depressed along the driveway being removed on Spruce Avenue.
9) The existing depressed curb and gutter on Irving Park Road will need to be removed and replaced with new B-6.24 curb and gutter meeting IDOT's Standard detail.
10) As this was a gas station at one point, does the owner of the property have a "No Further Remediation" letter for any previous underground storage tanks? If an NFR exists, please provide. If not, proof of tank removal and proper site remediation will be required.
11) There were no utility, drainage, grading, or landscaping plans submitted at this time so further comments on these will happen during engineering review. Generally, staff does not see any major problems that would hinder this concept plan from proceeding.

Community & Economic Development:

Economic Development:

1) Cilantro is a growing and recognizable brand in the area.
2) The new drive thru restaurant will provide good jobs and tax to the Village.
3) Customers currently shopping at other area Cilantros will now be spending their dollars in Bensenville.
4) The 2021 property taxes are based on an $88,000 valuation.
5) Total 2021 tax bill is $7,954.40.
6) Staff estimates the new development will be valued significantly higher. Similar properties on Irving Park Rd are valued $400,000-450,000.
7) Taxes of similar properties on Irving Park Rd are $12-13/SF.
8) Staff estimates taxes to be $31,920 once completed.

Fire Safety:

1) Building will require a full fire alarm System. Alarm must be sent to Midwest Central Dispatch for wireless alarm monitoring.

Building:

1) Make sure northeast sign does not obstruct view pulling out onto Spruce Avenue.
2) Staff has concerns regarding pest control around the north property line of the site, specifically near the trash receptacle. Staff recommends petitioner is prepared to implement pest control measures at any time if it becomes necessary.

Planning:

1) The 2015 Comprehensive Plan indicates "Local Commercial" for this property.
2) The current zoning is C – 2: Commercial District.
3) Submitted plans indicate the petitioner is looking to expand upon the existing structure to create a new 2,660 SF restaurant with a drive-through. The petitioner will also be closing two curb cuts and creating a new parking lot layout to service the restaurant. The petitioner will also be extending the sidewalk pattern to match the current sidewalk along all properties on Irving Park Road. The site was previously used as a gas station. The building remains, but all other elements of the gas station have been removed.
4) The Village Zoning Ordinance does not have any specific use standards applied to Restaurants.
5) Per Section 10-7-2-1 of the Village Zoning Ordinance, Drive-through facilities are allowed with special use permit approval in the C-2 Commercial District.
    a. Staff believes that the use is compatible with the surrounding uses along Irving Park Road and will enhance a site that is currently vacant.
6) The Village Zoning Ordinance has the following specific use standards that apply to Drive-through facilities:
    a. Location: The drive-through window shall be located on the interior side or rear façade of the principal structure.
    b. Access: Driveways must comply with the requirements of section 10-8-8, "Driveways", of this title.
    c. Stacking Spaces: Stacking spaces must comply with the requirements of section 10-8-9, "Vehicular Stacking Requirements", of this title.
    d. Minimize Adverse Impacts: The location of entrances and exits shall minimize traffic congestion, pedestrian hazards, and adverse impacts on surrounding properties.

e. Traffic Study: The Village may require a traffic study to ensure that a proposed development does not adversely affect safe and efficient traffic circulation for motorists, bicyclists, or pedestrians.

7) Per Section 10 – 6 – 16B – 2 of the Village Zoning Ordinance, the following materials may only be utilized for Tim or architectural details, and shall not exceed twenty percent (20%) of the total area of any building façade: utility brick, vinyl or metal siding, metal wall panels, exposed aggregate (rough finish) concrete wall panels, non-burnished concrete masonry units, exterior insulation and finishing systems, fiberglass, plastic, untreated wood, and mirrored glass.
    a. Plans indicate that metal wall panels located above the building exceed 20 percent of the front, rear, and interior side building façades. Applicant is requesting a code departure from these requirements. Applicant notes that the rendering displays the large investment that is proposed to improve the aesthetics of the site.
    b. Staff agrees that the proposed architectural design greatly improves the aesthetics of the site and positively contributes to the overall appearance of the Village. Staff recommends approval of the code departure with the condition that final architectural design shall be approved by the zoning administrator.

8) Per Section 10 – 6 – 18 – 1 of the Village Zoning Ordinance, a minimum setback of 25' is required adjacent to a residential district.
    a. The north end of the site is adjacent to a residential district. Plans indicate that the rear of the building is setback 24' feet from the north property line adjacent to the residential district. A code departure is required from this requirement.
    b. Staff recommends approval of the code departure and acknowledges the applicant is within 1' of the requirements, and is limited by the overall size of the subject size and the location of the existing building.

9) Per Section 10 – 6 – 18 – 1 of the Village Zoning Ordinance, a minimum of transparency of 60% of the total area of ground story facades between two feet (2') and eight feet (8') above grade is required.
    a. Plans indicate that the front façade of the building facing south will meet these standards, however the corner side façade facing east will not meet the 60% threshold. Applicant is requesting a code departure for the east façade of the structure.
    b. Staff acknowledges that the south façade of the proposed building meets transparency requirement, and the east façade of the proposed building includes similar window types on a smaller percentage of the façade. Staff recommends approval of the code departure.

10) Per Section 10 – 8 – 9D of the Village Zoning Ordinance, Drive through lanes shall include a bailout lane, which shall run parallel to the drive through lane, have a minimum width of ten feet (10'), and provide unobstructed exit capability to all vehicles that have entered the drive-through lane.
    a. Plans do not show a bailout lane. Due to the location of the existing building in relation to the lot lines, a bailout lane would not be feasible within the site. The existing drive-through lane will fill the space between the building façade and the west lot line. Applicant requests a code departure from this requirement.
    b. Staff recommends approval of the code departure. Staff understands that the location of the existing building in relation to the west property line does not provide the depth required for bailout lane.

11) Per Section 10 – 7 – 4C – 7a of the Village Zoning Ordinance, fences and walls are allowed in the interior side yard and rear yard.

a. The proposed fence along the north property line extends into the corner side yard of the property along the north property line. Applicant requests a code departure from this requirement.
b. Staff recommends approval of the code departure, as staff recognizes the need for enhanced buffer elements between the subject site and the residential zones north of the site. A buffer yard fence is optional in commercial districts, thus requiring a code departure for the fence to extend past the east façade of the proposed building along the north property line.

12) Per Section 10 – 9 – 7B – 1 of the Village Zoning Ordinance, Refuse areas shall be located in the interior side yard or rear yard.
    a. The proposed plans show the refuse area in the northeast corner of the property. This location is considered to be within the corner side yard of the property. This requires a code departure.
    b. Staff acknowledges that the proposed refuse area location is the only space that will allow for proper access for refuse removal purposes. Staff recommends approval of the code departure with the condition that the refuse area must be setback at least 3' from the north property line to meet setback requirements.
13) Per Section 10 – 8 – 2 – 1 of the Village Zoning Ordinance, the property is required to have a minimum of 26 off-street parking spaces, 1 per 100 SF of gross floor area.
    a. The proposed plans show the site having a total of 19 spaces, 7 less than the required amount for the use of the property.
    b. Staff acknowledges that the size of the site does not allow for the minimum parking requirements to be met, and the applicant has provided as many parking spaces as possible within the code requirements. Staff recommends approval of the code departure.
14) Per Section 10 – 8 – 6 – 1 of the Village Zoning Ordinance, off-street parking spaces for 90 degree (head-in) spaces should be 18 feet for full size vehicles.
    a. The proposed plans show that the parking spaces adjacent to the south and east facades of the structure have a depth of 17', 1' short of the required depth. The applicant is requesting a code departure from this requirement.
    b. The applicant has provided a site plan that attempts to fit within as many code requirements as possible. The size of the site does not allow for all requirements to be met, thus the applicant has proposed small changes to code requirements to stay as close to conforming as is reasonably achievable. Staff recommends approval of the code departure.
15) Per Section 10 – 8 – 6 – 1 of the Village Zoning Ordinance, the one-way aisle width for 90 degree head in parking shall be 24'.
    a. The proposed plans show that the aisle width for the south parking aisle is 15' – 6" and the aisle width for the east parking aisle is 17' – 5 ¼". The applicant is requesting a code departure from this parking drive aisle width requirement.
    b. Staff acknowledges that the applicant is limited in space within the site, and recommends approval of the code departure for the one-way parking aisles on the south and east sides of the property.
16) Per Section 10 – 8 – 6L of the Village Zoning Ordinance, Parking lots in the C-2 District shall have a maximum of one row of parking located in the front or corner side yard.
    a. The plans show that the front yard of the property has two rows of parking. This exceeds the requirement and requires a code departure.
    b. Staff recommends approval of the code departure. The location of the existing building on the site limits the potential locations for parking, and the additional

row in the front yard of the property provides 4 additional spaces necessary for the use.

17) Per Section 10 – 8 – 7C of the Village Zoning Ordinance, the on-site pedestrian circulation system must connect building entrances to adjacent public rights-of-way along direct routes that do not involve significant out-of-direction travel.
    a. On-site pedestrian circulation systems connect parking areas along the building frontage, but do not connect entrances to the public right-of-way. Applicant requests a code departure from this requirement.
    b. Staff acknowledges that the flow of the site and the existing driveway locations hinders the ability to include connections with the right-of-way along Irving Park Road. Staff recommends approval of the code departure.
18) Per Section 10 – 8 – 7E – 1 of the Village Zoning Ordinance, The pedestrian circulation system must be paved with a minimum of five feet (5').
    a. The proposed pedestrian walkway on the east side of the structure is shown as 4' wide in the proposed plan. Applicant requests a code departure from this requirement.
    b. Staff recommends approval of the code departure. Applicant has decreased the size of the pedestrian walkway to allow for increased space for parking spaces and drive aisles.
19) Per Section 10 – 8 – 7E – 4 of the Village Zoning Ordinance, A sidewalk, with a minimum width of seven feet (7'), shall be required along the full length of any building frontage containing a primary entrance that is directly abutted by a parking row, driveway, or drive aisle.
    a. The proposed plans show the south pedestrian walkway matching the width of the east walkway at 4' wide.
    b. Staff recommends approval of the code departure. The frontage walkway matches the size of the east parking row walkway.
20) Per Section 10 – 9 – 4B of the Village Zoning Ordinance, Street trees shall be installed at a minimum rate of one large shade tree per forty (40) linear feet.
    a. Applicant is requesting a code departure from this requirement, as they do not plan to provide street trees in the right-of way along the street frontage of the property.
    b. The are no street trees on the site currently. Staff recommends approval of the code departure with the condition that applicant must consider including northeast corner of the property. A final landscape plan shall be provided and approved by the Zoning Administrator.
21) Per Section 10 – 9 – 5A of the Village Zoning Ordinance, Tree canopy coverage requirements shall be met through tree plantings located within perimeter yards and interior landscape islands such that shade canopy is provided for a minimum of forty percent (40%) of the parking area hardscape, including all parking spaces, travel lanes, and other impervious areas not exempted by this section.
    a. Applicant is requesting a code departure from this requirement, as the proposed plans do not show tree plantings, thus not meeting the requirement. Applicant is proposing minimal tree plantings to increase the visibility of the building from the roadways.
    b. There are no trees on the existing property. Staff recommends approval of the code departure with the condition that applicant reasonably provide shade canopy elements in any feasible locations within the proposed site.

22) Per Section 10 – 9 – 5B of the Village Zoning Ordinance, Parking lot perimeter landscape shall apply to properties in all zoning districts in which parking facilities are located adjacent to the front or corner side lot line. The parking lot perimeter landscape shall be located directly adjacent to the front or corner side lot line. The following standards apply to parking lot perimeter landscape areas:
    a. A parking lot perimeter landscape with a minimum depth of eight feet (8') is required along the length of the parking lot that abuts the front or corner side lot line, excluding any driveways.
        i. The proposed plans show a parking lot perimeter landscape less than 8' in width.
    b. A continuous hedge comprised of individual small shrubs of an appropriate species that are adaptable to being grown as a hedge, with a minimum width of twenty four inches (24"), spaced thirty six inches (36") on center, and a maximum height at maturity of thirty inches (30") to forty two inches (42").
        i. The proposed plans do not show the continuous hedge row. Staff recommends that applicant must conform to the hedge row code requirements.
    c. One large shade tree per thirty (30) linear feet of perimeter area, or one medium shade tree per twenty five (25) linear feet of perimeter area, or any combination thereof. Trees may be spaced evenly or grouped.
        i. The applicant does not intend to meet the shade tree requirements within the proposed site.
    d. Any portion of the parking lot perimeter landscape not covered by hedges and trees shall be planted with turf, clump or no-mow grasses, other perennial groundcover, or mulch.
    e. Applicant requests a code departure from all parking lot perimeter landscape requirements. Staff acknowledges the limitations of the site in regard to space available for a parking lot perimeter landscape area. Staff recommends that applicant provide plantings and groundcover that meet code requirements with the exception of tree plantings. Staff recommends approval of the code departure with conditions.

23) Per Section 10 – 9 – 5C – 4 of the Village Zoning Ordinance, a minimum of one shade tree shall be provided per interior landscape island.
    a. The applicant is seeking a code departure from the interior landscape island tree requirements, and proposes no tree plantings within the interior landscape islands on the site.
    b. Staff recommends approval of the code departure.

24) Per Section 10 – 9 – 5C – 5 of the Village Zoning Ordinance, a minimum of eighty percent (80%) of each landscape island shall be planted with turf or other live groundcover, perennials, or ornamental or native grasses. Shrubs shall not be permitted in landscape islands.
    a. The landscape island at the north end of the east parking row is shown in the plans to be 100% filled with decorative gravel. This does not meet the requirement, and applicant is requesting a code departure.
    b. Staff recommends approval with conditions for the code departure. Staff recommends applicant provide plantings within the landscape island north of the east parking row.

25) Per Section 10 – 9 – 6 – 1 of the Village Zoning Ordinance, a buffer yard is required if the property is located in the C-1, C-2, I-1, or I-2 District and is directly adjacent to property located in the R-1, R-2, R-3, R-4, R-5, or R-6 Districts.
    a. The proposed plans show that the building is setback significantly from the rear yard. However the plans show 3 vehicle parking spaces in the area where the buffer yard is required. Applicant is requesting a code departure from the buffer yard requirement for the site.
    b. Staff recommends approval of the code departures with the condition that applicant install retaining walls of the same height as existing retaining walls along the west and north property lines, and applicant install 6' fence along the north property line above the retaining wall.

APPROVAL STANDARDS FOR SITE PLAN REVIEW:

1) **Surrounding Character:** The site plan for the proposed development is consistent with the existing character and zoning of adjacent properties and other property within the immediate vicinity of the proposed development.

   Applicant's Response: Correct the property is consistent with the existing character and zoning of adjacent properties. The building is commercial in use and is similar to surrounding buildings on busy W. Irving Park Rd.

2) **Neighborhood Impact:** The site plan for the proposed development will not adversely impact adjacent properties and other properties within the immediate vicinity of the proposed development.

   Applicant's Response: The site plan and functionality of the proposed development conforms with other buildings on Irving Park, and Spruce street, and will not impact adjacent properties that are similar in use within the vicinity of the development.

3) **Public Facilities:** The site plan for the proposed development will be provided with adequate utilities, access roads, parking, loading, drainage, stormwater flow paths, exterior lighting, and/or other necessary facilities.

   Applicant's Response: The site plan will indeed provide adequate utilities, access to roads, parking, loading and the like as reflected in our plans. All conditions will be addressed in the site plan and development.

4) **Environmental Preservation:** The site plan for the proposed development is designed to preserve the environmental resources of the zoning lot.

   Applicant's Response: The site plan will designate and preserve the environmental resources of the zoning lot and will provide necessary trees, and bushes where deemed necessary.

5) **On-Site Pedestrian Circulation System:** The site plan shall accommodate on-site pedestrian circulation from parking areas, plazas, open space, and public rights-of-way. Pedestrian and vehicular circulation shall be separated to the greatest extent possible.

Applicant's Response: All pedestrian circulations around the property in its entirety will be addressed to the greatest extent possible and will conform to the best of our ability in our site plan.

6) **Vehicle Ingress and Egress:** The site plan shall locate curb cuts for safe and efficient ingress and egress of vehicles. The use of shared curb cuts and cross-access easements shall be provided when appropriate.

   Applicant's Response: We shall provide safe curb cuts for efficient ingress and egress and implement anything deemed necessary to adhere to these guidelines.

7) **Architectural Design:** The site plan for the proposed development includes architectural design that contributes positively to the Village's aesthetic appearance.

   Applicant's Response: As you can see from our rendering we intend to invest a significant amount of money to aesthetically improve the appearance of the sit to positively contribute to the Villages over all appearance.

8) **Consistent with Title and Plan:** The site plan for the proposed development is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

   Applicant's Response: The site plan and proposed use of a drive thru restaurant is consistent with the plan, title and land use policies of the village and zoning.

	Meets Standard	
Approval Standards for Site Plan Review	*Yes*	*No*
1. Surrounding Character	X	
2. Neighborhood Impact	X	
3. Public Facilities	X	
4. Environmental Preservation	X	
5. On-site Pedestrian Circulation	X	
6. Vehicle Ingress & Egress	X	
7. Architectural Design	X	
8. Consistent with Title and Plan	X	

APPROVAL STANDARDS FOR SPECIAL USES:

1) **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.

Applicant's Response: The proposed restaurant will not endanger the health , safety, comfort, convenience or general welfare of the public. It will provide another establishment where people can enjoy a safe and delicious meal with there families.

2) **Neighborhood Character:** The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.

Applicant's Response: The proposed special use is compatible with other buildings along Irving Park Road where other drive thru businesses are operational.

3) **Orderly Development:** The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.

Applicant's Response: The special use will not impede the orderly development and improvement of adjacent properties, it will only effect my property and it has the space to adequately do so.

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

Applicant's Response: The proposed development does not put any undue burdens upon existing development in the area.

5) **Consistent with Title and Plan:** The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The proposed special use is consistent with the comprehensive plan , title , and land use policies of the village.

	Meets Standard	
Approval Standards for Special Use Permits	*Yes*	*No*
1. Public Welfare	X	
2. Neighborhood Character	X	
3. Orderly Development	X	
4. Use of Public Services and Facilities	X	
5. Consistent with Title and Plan	X	

APPROVAL STANDARDS FOR PLANNED UNIT DEVELOPMENTS:

1) **Comprehensive Plan:** The proposed planned unit development fulfills the objectives of the Comprehensive Plan, and other land use policies of the Village, through an innovative and creative approach to the development of land.

   Applicant's Response: The proposed planned development was carefully thought out and meets the land use policies of the village though a creative approach to maximize the use of the property to provide the most beneficial value add for the community and its residents.

2) **Public Facilities:** The proposed planned unit development will provide walkways, driveways, streets, parking facilities, loading facilities, exterior lighting, and traffic control devices that adequately serve the uses within the development, promote improved access to public transportation, and provide for safe motor vehicle, bicycle, and pedestrian traffic to and from the site.

   Applicant's Response: The planned unit development will provide all of the items listed above to adequately serve the property and its visitors.

3) **Landscaping and Screening:** The proposed planned unit development will provide landscaping and screening that enhances the Village's character and livability, improves air and water quality, reduces noise, provides buffers, and facilitates transitions between different types of uses.

   Applicant's Response: The proposed plan development will take into account any necessary measures to enhance the villages character by improving landscaping and addressing all factors listed above. I only ask that these improvements are within reason and do not adversely obstruct the visibility of the building to customers.

4) **Site Design:** The proposed planned unit development will incorporate sustainable and low impact site design and development principles.

   Applicant's Response: The proposed development will incorporate sustainable and low impact site design and development principles thru cooperation of myself and my architectural team.

5) **Natural Environment:** The proposed planned unit development will protect the community's natural environment to the greatest extent practical, including existing natural features, water courses, trees, and native vegetation.

Applicant's Response: The planned development will protect the natural environment to the greatest extent practicable. All items listed above will be preserved and protected to the best of my ability.

6) **Utilities:** The proposed planned unit development will be provided with underground installation of utilities when feasible, including electricity, cable, and telephone, as well as appropriate facilities for storm sewers, stormwater retention, and stormwater detention.

Applicant's Response: The proposed special use will not require any special access, utilities or require extra drainage and the like. The special use does not affect or negatively add to all of the conditions listed above.

	Meets Standard	
Planned Unit Development Approval Standards	*Yes*	*No*
1. Comprehensive Plan	X	
2. Public Facilities	X	
3. Landscaping and Screening	X	
4. Site Design	X	
5. Natural Environment	X	
6. Utilities	X	

RECOMMENDATIONS:

1. Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Site Plan Review at 1301 W Irving Park Road.
2. Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Preliminary and Final Planned Unit Development at 1301 W Irving Park Road with the following conditions:
    a. Proposed development of the subject site shall be in accordance with the following plans, except as amended herein:
        i. Site Plan, prepared by DAMAA architecture, dated 04/25/2022.
        ii. Elevations and site renderings, prepared by DAMAA – Danilo Medina Aguirre Architects, dated 5/5/2022.
    b. The requested code departure for Drive-through facility, Municipal Code Section 10-7-2-1 be approved;
    c. The requested code departure from Section 10 – 6 – 16B – 2 Design Requirements for Commercial Districts be approved with the following conditions:
        i. The Zoning Administrator has final review authority over the architectural design of the building prior to issuance of building permit.
    d. The requested code departure from Section 10 – 6 – 18 – 1 Minimum Setback Adjacent to a Residential District be approved;
    e. The requested code departure from Section 10 – 6 – 18 – 1 Minimum Transparency be approved;
    f. The requested code departure from Section 10 – 8 – 9D Bailout Lane Requirement be approved;

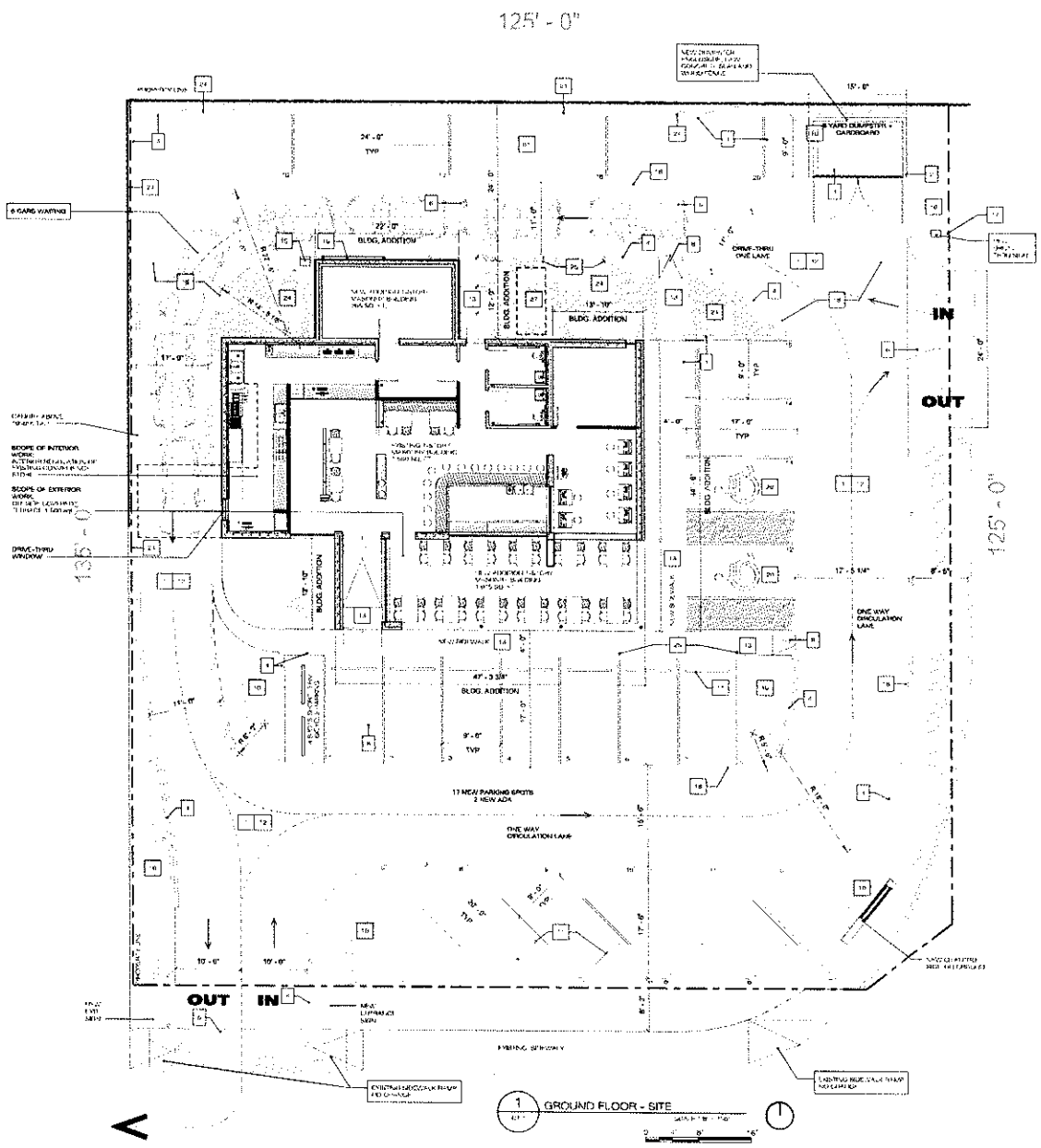
g. The requested code departure from Section 10 – 7 – 4C – 7a Fence in the Corner Side Yard be approved;
h. The requested code departure from Section 10 – 9 – 7B – 1 Refuse area in the Corner Side Yard be approved with the following condition:
    i. Refuse area must be setback at least 3' from the north property line.
i. The requested code departure from Section 10 – 8 – 2 – 1 Minimum Off-Street Parking Requirements be approved;
j. The requested code departure from Section 10 – 8 – 6 – 1 Off-Street Parking Space Depth be approved;
k. The requested code departure from Section 10 – 8 – 6 – 1 Off-Street Parking Aisle Widths be approved;
l. The requested code departure from Section 10 – 8 – 6L C-2 District Parking Row Standards be approved;
m. The requested code departure from Section 10 – 8 – 7C Pedestrian Connections to Public Rights-Of-Way be approved;
n. The requested code departure from Section 10 – 8 – 7E – 1 Pedestrian Circulation System Width be approved;
o. The requested code departure from Section 10 – 8 – 7E – 4 Frontage Sidewalk Width be approved;
p. The requested code departure from Section 10 – 9 – 4B Street Tree Requirements be approved with the following condition:
    i. Applicant to coordinate with staff to reasonably provide street trees in the northeast corner of the property.
q. The requested code departure from Section 10 – 9 – 5A Tree Canopy Coverage be approved with the following condition:
    i. Applicant to coordinate with staff to reasonably provide tree canopy coverage throughout the site whenever feasible.
r. The requested code departure from Section 10 – 9 – 5B Parking Lot Perimeter Landscape be approved with the following conditions:
    i. Applicant to provide a continuous hedge row per section 10-9-5B-1c-1 of the Village Code within the perimeter landscape when feasible.
    ii. Applicant to provide groundcover per section 10-9-5B-1c-3 of the Village Code in all other areas of the parking lot perimeter landscape area.
s. The requested code departure from Section 10 – 9 – 5C – 4 Parking Lot Interior Landscape Island Trees be approved;
t. The requested code departure from Section 10 – 9 – 5C – 5 Parking Lot Interior Landscape Island Ground Cover be approved with the following condition:
    i. Applicant to coordinate with staff to provide plantings within the interior landscape island north of the east parking row.
u. The requested code departure from Section 10 – 9 – 6 – 1 Required Buffer Yard be approved with the following conditions:
    i. Applicant to ensure a retaining wall is built along the property line to the height of the existing retaining wall on the west and north property lines.
    ii. Applicant to install a 6' fence on top of the retaining wall along the north property line.
v. A final landscape plan shall be submitted for review and approved by the Zoning Administrator;
w. Applicant to coordinate with staff during permit review to ensure adequate striping and signage is included for entrances/exits, and parking lot drive aisles;

x. The two existing curb cuts nearest to the intersection of Spruce Avenue and Irving Park Road must be closed;
y. Existing or proposed site utilities were not shown in the submittal. Existing utility connections will need to be removed back to the existing mains and re-established with proper sizes and materials;
z. The Village has decorative sidewalk along Irving Park Road that will need to be matched when installing sidewalk on this road. Sidewalk will need to be replaced from the western driveway apron on Irving Park Road to a joint past the east apron being removed;
aa. Sidewalk should be installed along the west side of Spruce Avenue from the corner of Irving Park Road to the northern property line;
bb. The existing curb and gutter along Spruce Avenue from the corner of Irving Park Road to the property line should be replaced with new B-6.12 curb and gutter meeting IDOT's Standard detail. The existing curb is in poor condition and much of it is depressed along the driveway being removed on Spruce Avenue;
cc. The existing depressed curb and gutter on Irving Park Road will need to be removed and replaced with new B-6.24 curb and gutter meeting IDOT's Standard detail;
dd. A "No Further Remediation" letter for any previous underground storage tanks shall be provided if available; and
    i. If this is not available, proof of tank removal and proper site remediation will be required.

Respectfully Submitted,

Department of Community & Economic Development

The meeting for the Village of Bensenville CDC Public Hearing will take place on Tuesday, June 7, 2022. A representative must be present for this meeting. The Committee of the Whole will not be meeting in the month of June, so the case will be sent to the Village Board of Trustees meeting on Tuesday, June 21, 2022 for final approval. A representative must be present for this meeting as well.



GENERAL NOTES

[illegible]

KEY NOTES

[illegible]

SITE ANALYSIS

ITEM	EXISTING	PROPOSED
EXISTING COURTYARD TILE DRIVE	1,[illegible] SQF	REMOVED
PROPOSED ADDITION	–	1,[illegible]
TOTAL GROUND FLOOR AREA	–	2,[illegible]
HEIGHT	14' - 0"	24' - 0"
SEATED SEATING	–	48
BIKE PARKING	–	4
PARKING STALLS	–	19
	TOTAL SEATING	[illegible]

PARKING

17 NEW PARKING SPOTS + 2 NEW ADA

City Permit :

Design Architect : **DAMAA**

Architect of record:

Project name:

CILANTRO BENSENVILLE

Client: CILANTRO TACO GRILL
Modin Family

Project number: **CILANTRO 010**

Scope: **EXISTING STRUCTURE INTERIOR REMODELING AND SINGLE STORY BUILDING ADDITION**

Address: 1301 IF. IRVING PARK ROAD, BENSENVILLE, ILLINOIS1301 ILLINOIS

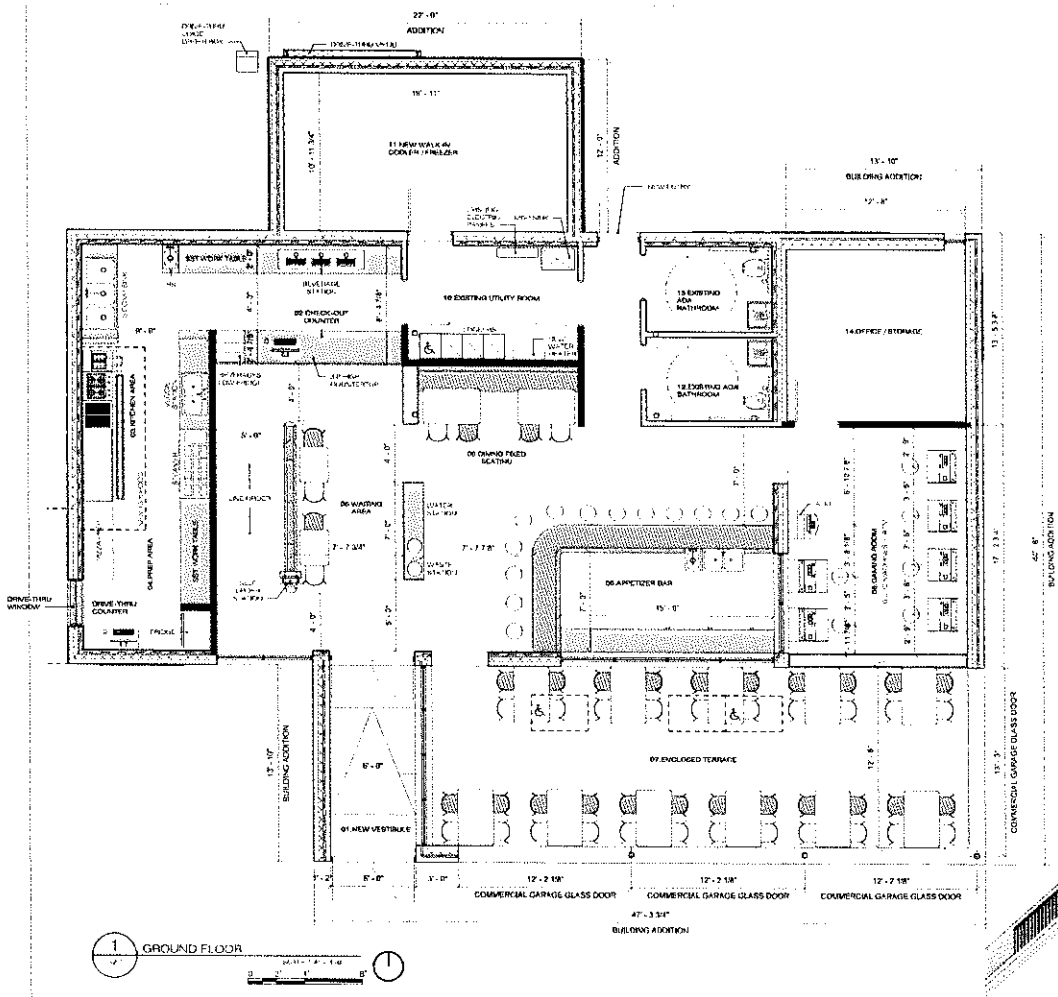
Drawing date: **APR - 25 - 2022**

Drawing title:

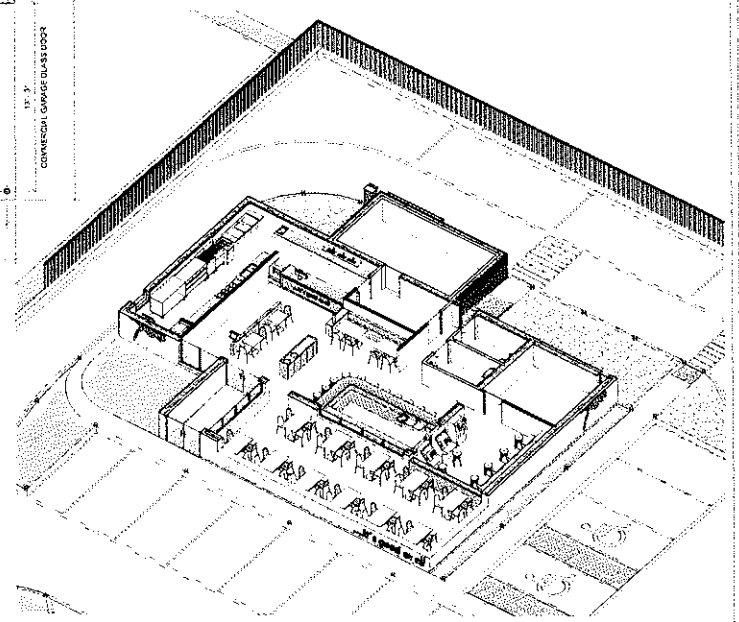
SITE PLAN

C1.1

© 2021 Rivetna Architects Inc



1 GROUND FLOOR



2 3D GROUND FLOOR

© 2021 Rivetna Architects Inc

City Permit :

Design Architect : DAMAA

Architect of record:

Project name:

CILANTRO BENSENVILLE

Client: CILANTRO TACO GRILL
Morlin Family

Project number: CILANTRO 010

Scope: EXISTING STRUCTURE INTERIOR REMODELING AND SINGLE STORY BUILDING ADDITION

Address: 1301 IF. IRVING PARK ROAD, BENSENVILLE, ILLINOIS 1301 1LLINOIS

Drawing date: APR - 25 - 2022

Drawing title:

GROUND FLOOR

A2.1

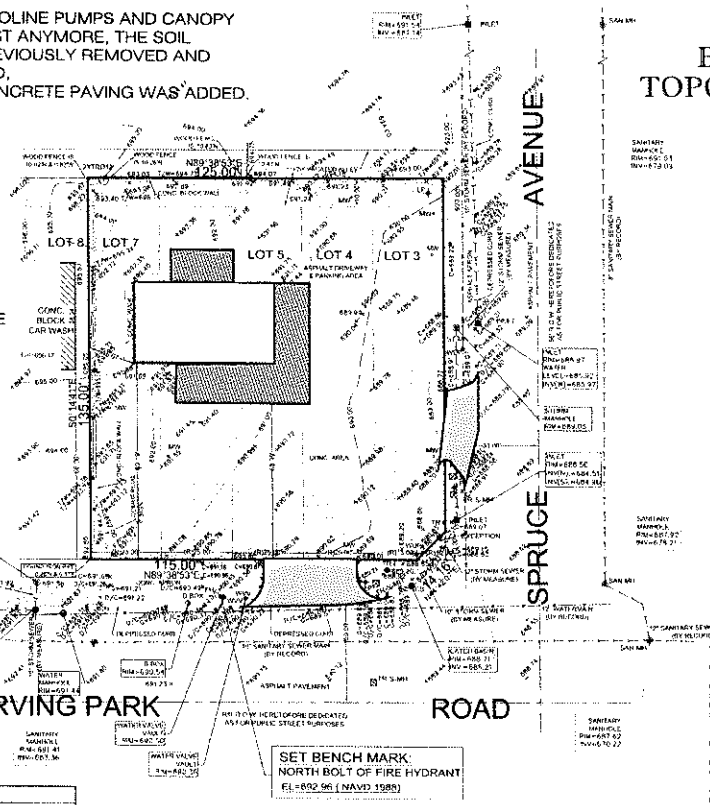
NOTE:
THE GASOLINE PUMPS AND CANOPY NOT EXIST ANYMORE, THE SOIL WAS PREVIOUSLY REMOVED AND CLEANED,
NEW CONCRETE PAVING WAS ADDED.

0' 10' 20' 50'

EXISTING BUILDING TO REMAIN

NEW BLOCK STRUCTURE 1 STORY ADDITION TOTAL 1,200 sqf

ENTRANCES TO BE ELIMINATED



LEGEND	ABBREVIATIONS
SANMH	SANITARY MANHOLE
CB	CATCH BASIN
INLET	INLET
WVV	WATER VALVE VAULT
HYD	HYDRANT
TL	TRAFFIC LIGHT
LP	LIGHT POLE
UP	WOOD UTILITY POLE
TSM	TRAFFIC SIGNAL MANHOLE
WM	WATER MANHOLE
MW	MONITORING WELL
(R)	RECORD DATA

ORDERED BY: SAM FAKHOURI		
SCALE : 1" = 20'		
DATE : APRIL 20, 2022		
FILE No.: 2022 - 30044	05-03-22	REVISED
	DATE	REVISION

NOTE:
ELEVATION DETERMINATED BY GPS METHOD

NOTE
LEGAL DESCRIPTION PREPARED BY UNITED SURVEY SERVICE, LLC.

UNITED SURVEY SERVICE, LLC
CONSTRUCTION AND LAND SURVEYORS
7710 CENTRAL AVENUE, RIVER FOREST, IL 60305
TEL.: (847) 299 - 1010 FAX.: (847) 299 - 5887
E-MAIL: USURVEY@USANDCS.COM

BOUNDARY AND TOPOGRAPHIC SURVEY

OF

LOTS 3, 4, 5, 6, 7 AND THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH AND ADJOINING THE LAND (AS PER DOCUMENT NO. 669294, REC DECEMBER 08 1952) IN BLOCK 40 IN THE FIRST ADDITION TO PERCY WILSON'S IRVING PARK MANOR, BEING A SUBDIVISION IN SECTIONS 10, 11, 14 AND 15 TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926, AS DOCUMENT 2134944, EXCEPT THAT PART OF LOT 3 TAKEN FOR ROADWAY PURPOSES BY THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION AS SHOWN AS PARCEL 0026 ON PLAT RECORDED MARCH 14, 1985, AS DOCUMENT R85-18882, AND DESCRIBED AS FOLLOWS, BEGINNING AT THE SOUTH EAST CORNER OF LOT 3, THENCE NORTH 00 DEGREES 23 MINUTES 53 SECONDS WEST ALONG THE SOUTH LINE OF LOT 3, A DISTANCE OF 10.00 FEET, THENCE NORTH 46 DEGREES 43 MINUTES 13 SECONDS EAST, 14.13 FEET TO THE EAST LINE OF LOT 3, THENCE SOUTH 01 DEGREE 50 MINUTES 29 SECONDS WEST ALONG THE EAST LINE OF LOT 3, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING IN DUPAGE COUNTY, ILLINOIS.

KNOWN AS: **1301 W. IRVIN PARK ROAD, BENSENVILLE, ILLINOIS**

PERMANENT INDEX NUMBERS: 03 - 15 - 222 - 013 - 0000
03 - 15 - 222 - 019 - 0000

AREA= 16,813 SQ. FT. OR. 0.386 ACRE

PUBLIC UTILITY NOTE:
LOCATION OF UNDERGROUND UTILITIES WHICH ARE NOT SUBSTANTIATED BY PHYSICAL EVIDENCE ARE TAKEN FROM RECORDS NORMALLY KEPT BY THE RESPONSIBLE UTILITY. RESPONSIBILITY FOR THEIR ACCURACY IS ASSUMED BY THE OWNER ONLY.

CONTRACTOR SHALL NOTIFY ALL PUBLIC UTILITY COMPANIES (GAS, ELECTRIC, TELEPHONE, SEWER AND WATER, ETC.) PRIOR TO COMMENCING ANY CONSTRUCTION.

THESE COMPANIES ARE TO LOCATE ON THE GROUND THE LOCATION OF ALL CONDUITS, DUCTS, UNDERGROUND PIPING, ETC. ADJOINING AND ADJACENT TO THE PROPOSED CONSTRUCTION.

STATE OF ILLINOIS)
) S S
COUNTY OF COOK)

I, ROY G. LAWNICZAK, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

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

DIMENSIONS ARE SHOWN IN FEET AND DECIMALS AND ARE CORRECTED TO A TEMPERATURE OF 68° FAHRENHEIT.

COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

RIVER FOREST, ILLINOIS, APRIL 20, A.D. 2022

BY: Roy G. Lawniczak

ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2022
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-004578
LICENSE EXPIRES: APRIL 30, 2023

ROY G. LAWNICZAK CHICAGO, IL

City Permit :

Design Architect : **DAMAA**

Architect of record:

Project name:

CILANTRO BENSENVILLE

Client: CILANTRO TACO GRILL
Modin Family

Project number: **CILANTRO 010**

Scope: **EXISTING STRUCTURE INTERIOR REMODELING AND SINGLE STORY BUILDING ADDITION**

Address: 1301 W. IRVING PARK ROAD, BENSENVILLE, ILLINOIS1301 ILLINOIS

Drawing date: **APR - 25 - 2022**

Drawing title:

SURVEY

A0.10

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CILANTRO BENSENVILLE

1301 W. IRVING PARK ROAD, BENSENVILLE, ILLINOIS

2022 - MAY - 05

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SITE 3D (THE STEEL CANOPY WAS ALREADY REMOVED)

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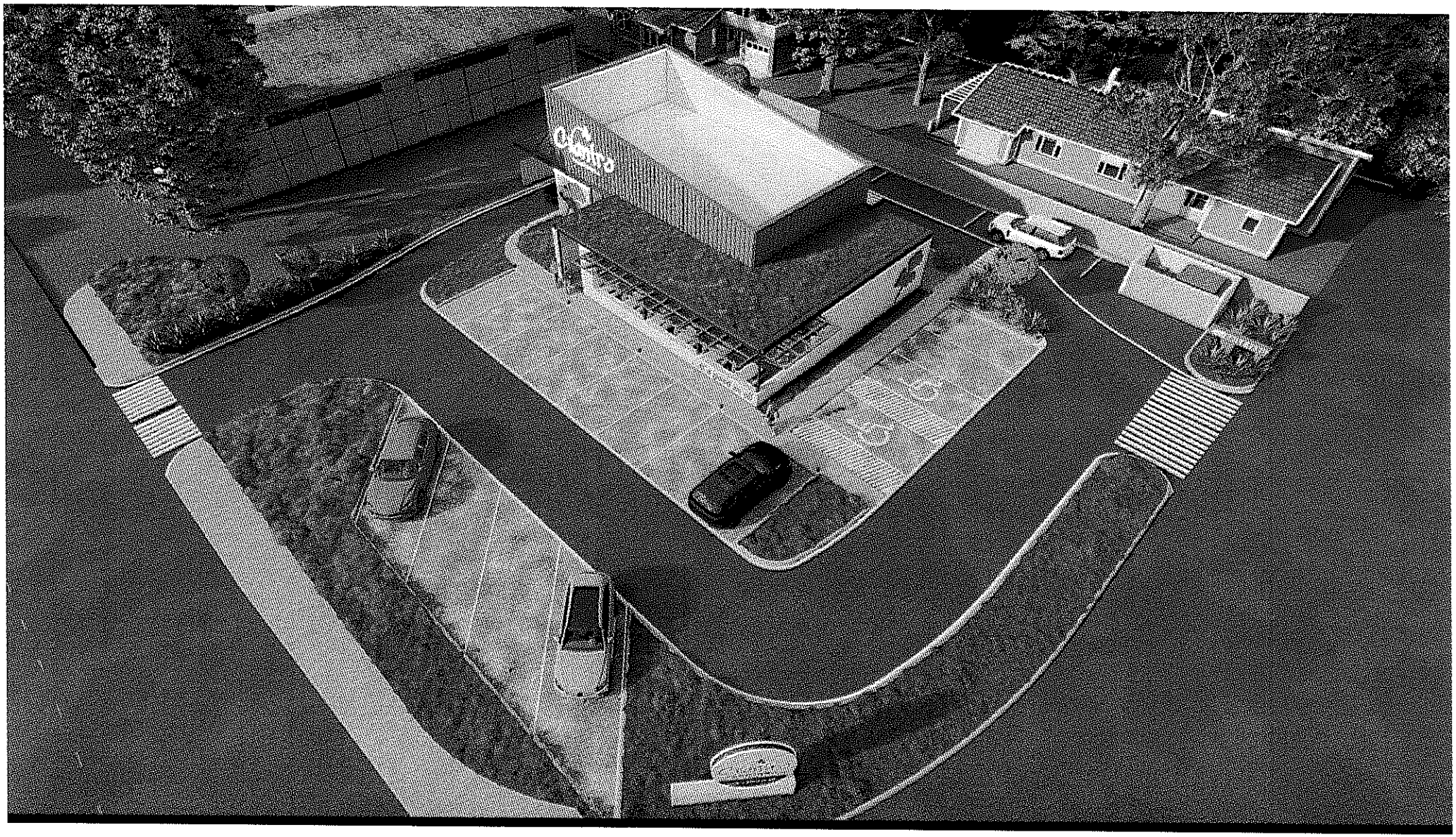

AERIAL VIEW

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RESTAURANT ENTRANCE / TERRACE

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RESTAURANT ENTRANCE / PICK-UP WINDOW

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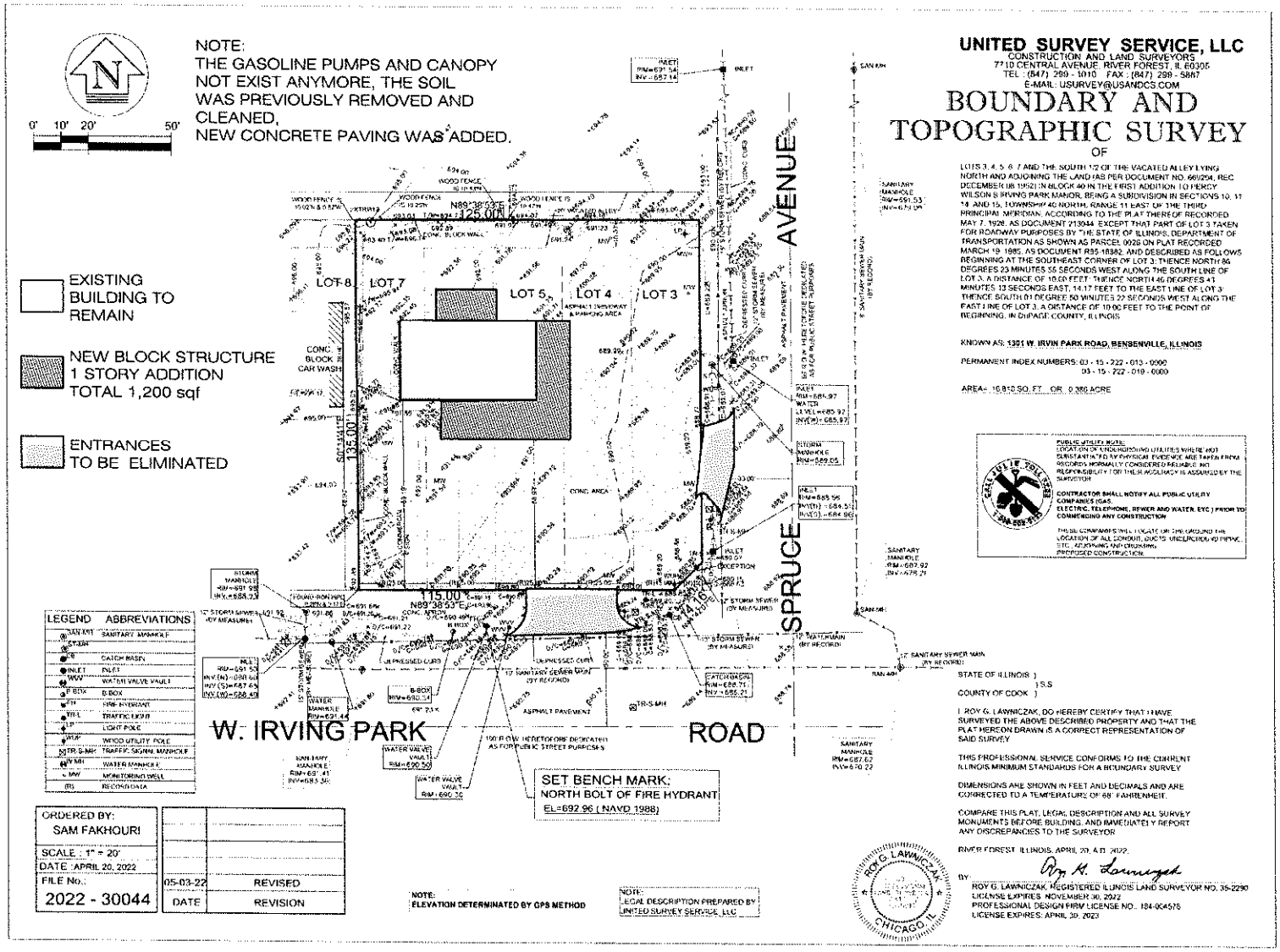

SCOPE OF WORK

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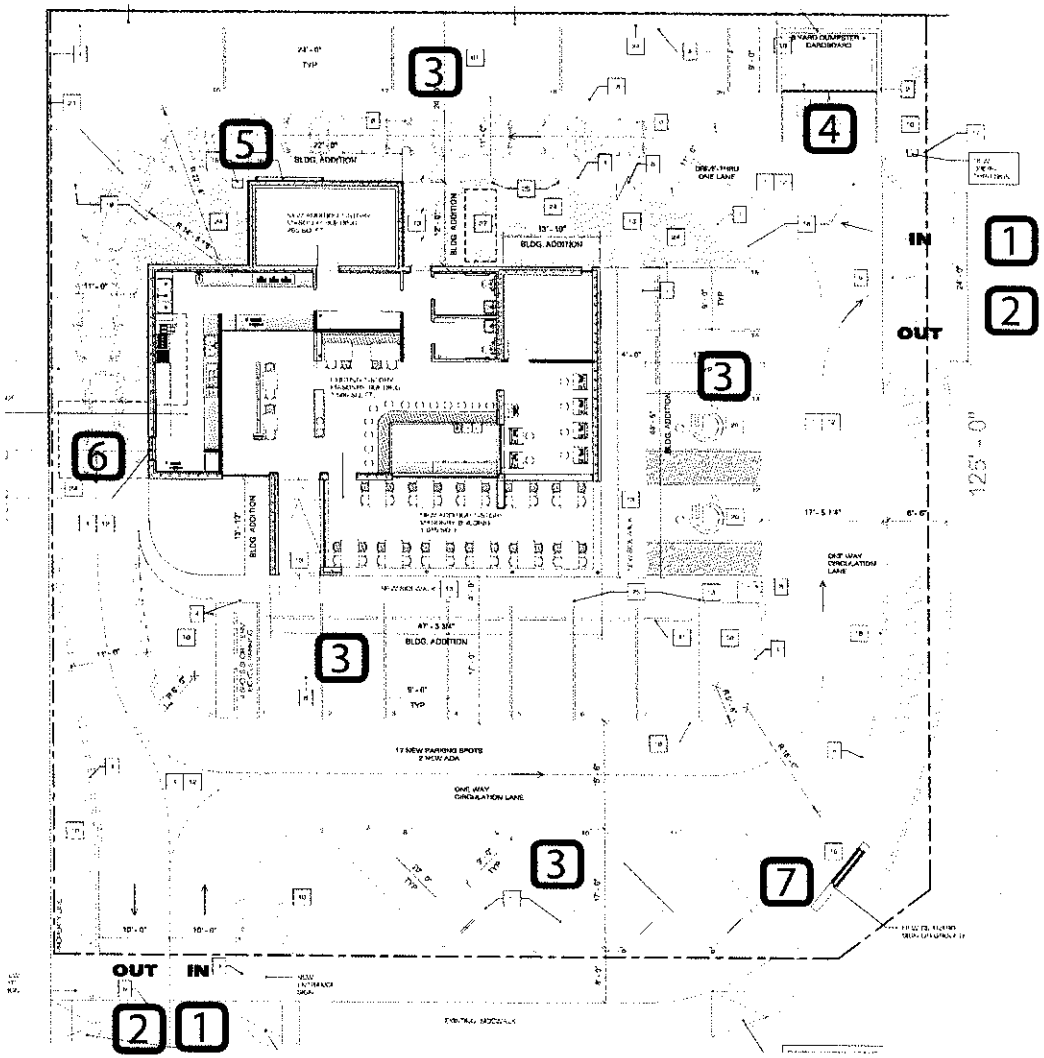

NEW BLOCK STRUCTURE
1 STORY ADDITION
TOTAL 1,200 sqf

NEW DINING AREA

EXISTING SERVICE AREA

NEW KITCHEN + PICK-UP WINDOW AREA

1 ENTRANCE

2 EXIT

3 PARKING
17 SPOTS + 2 HANDICAP

4 NEW MASONRY DUMPSTER ENCLOSURE

5 ORDER FOR PICK-UP

6 PICK-UP - DRIVE-THRU

7 NEW CILANTRO SIGN

N

GENERAL LAYOUT

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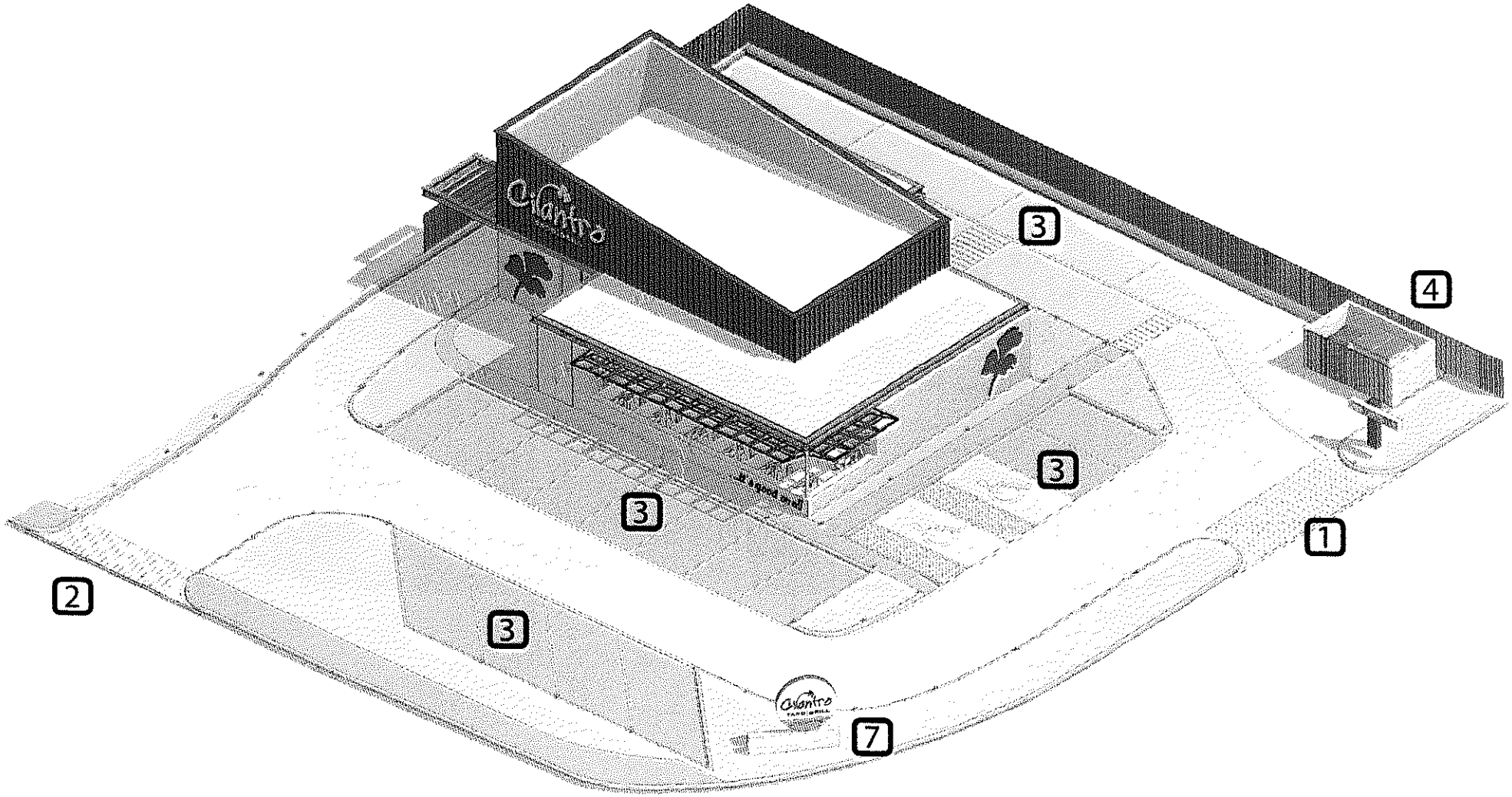

GENERAL LAYOUT AXONOMETRIC

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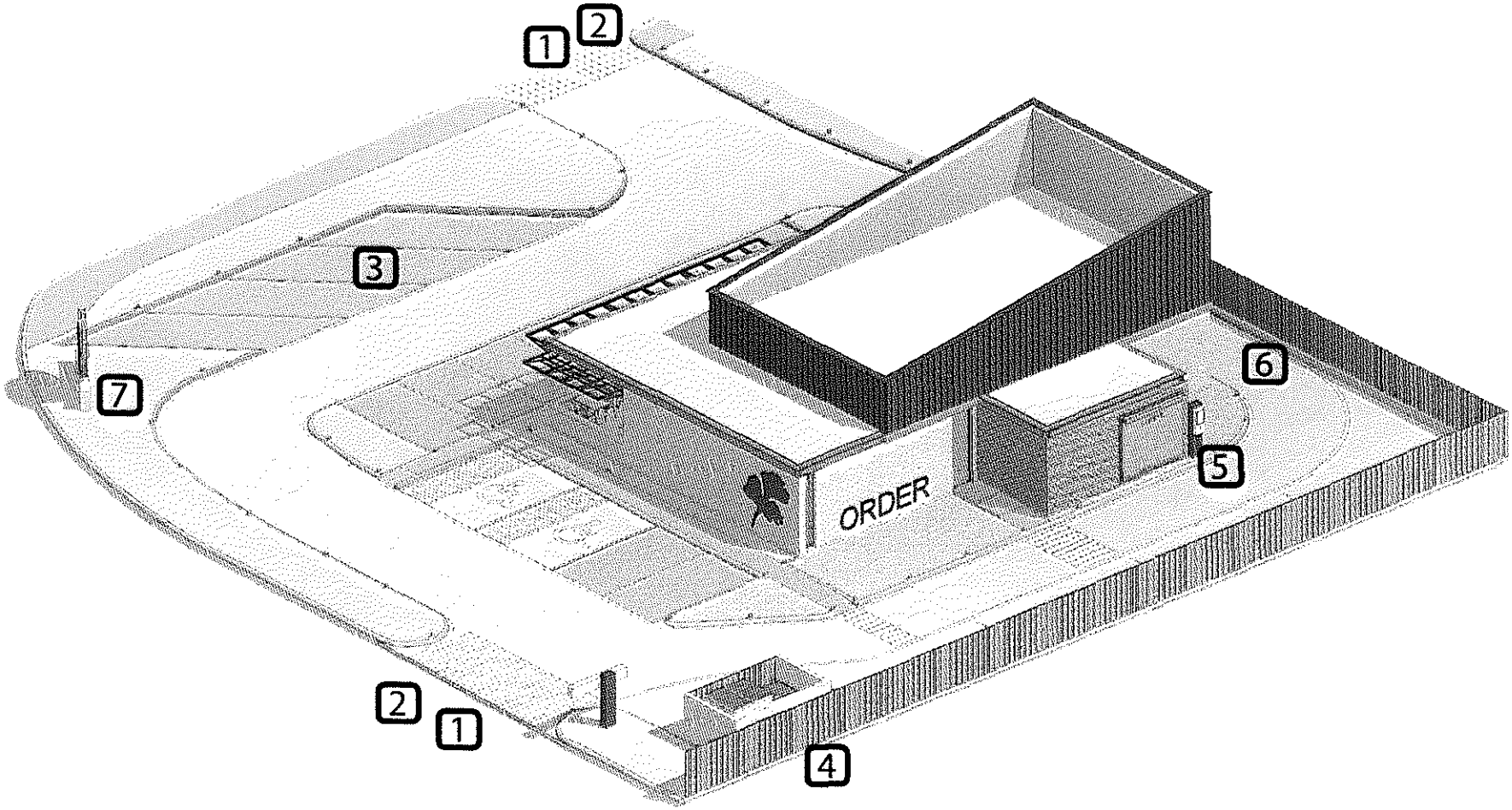

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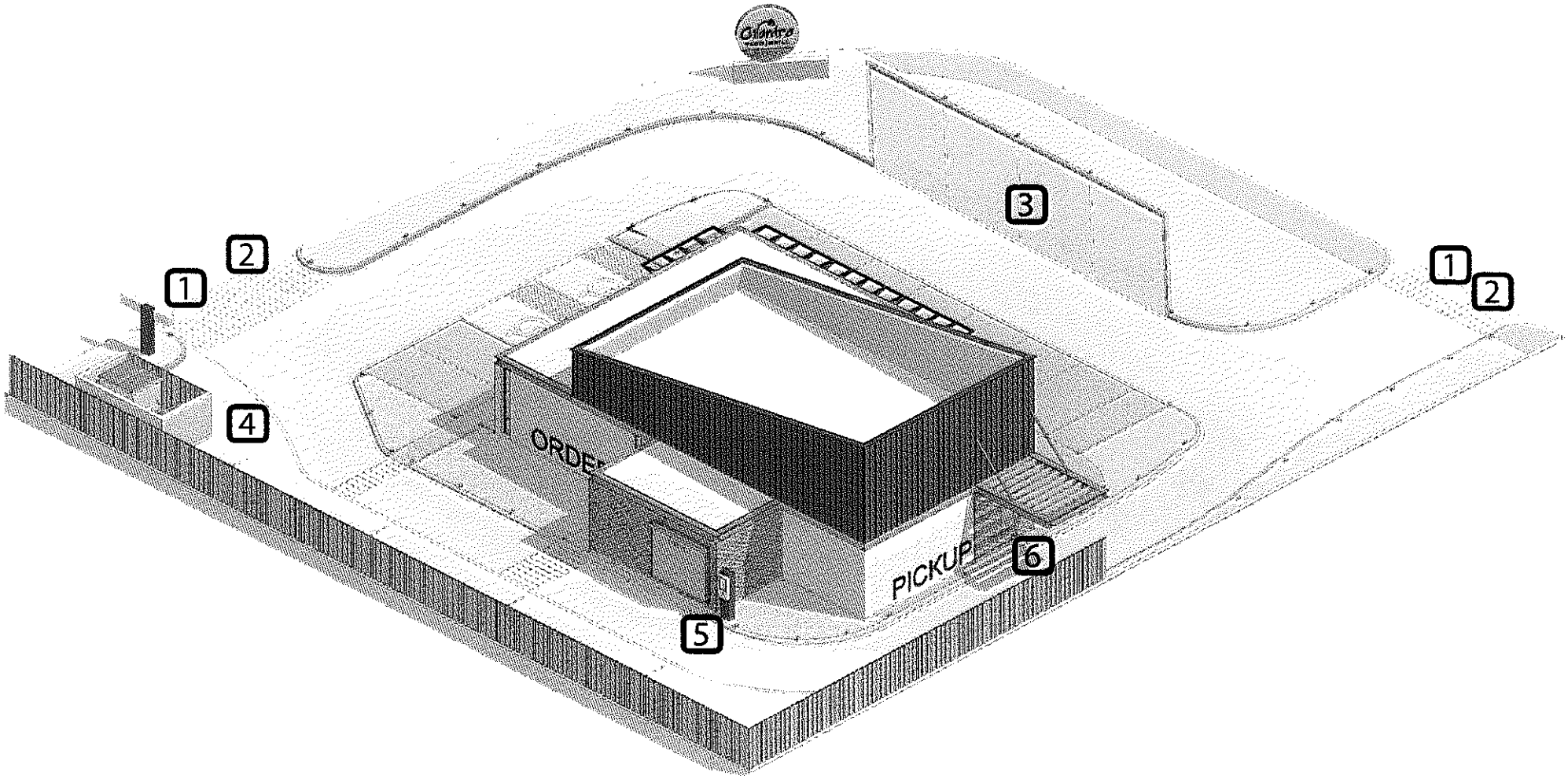

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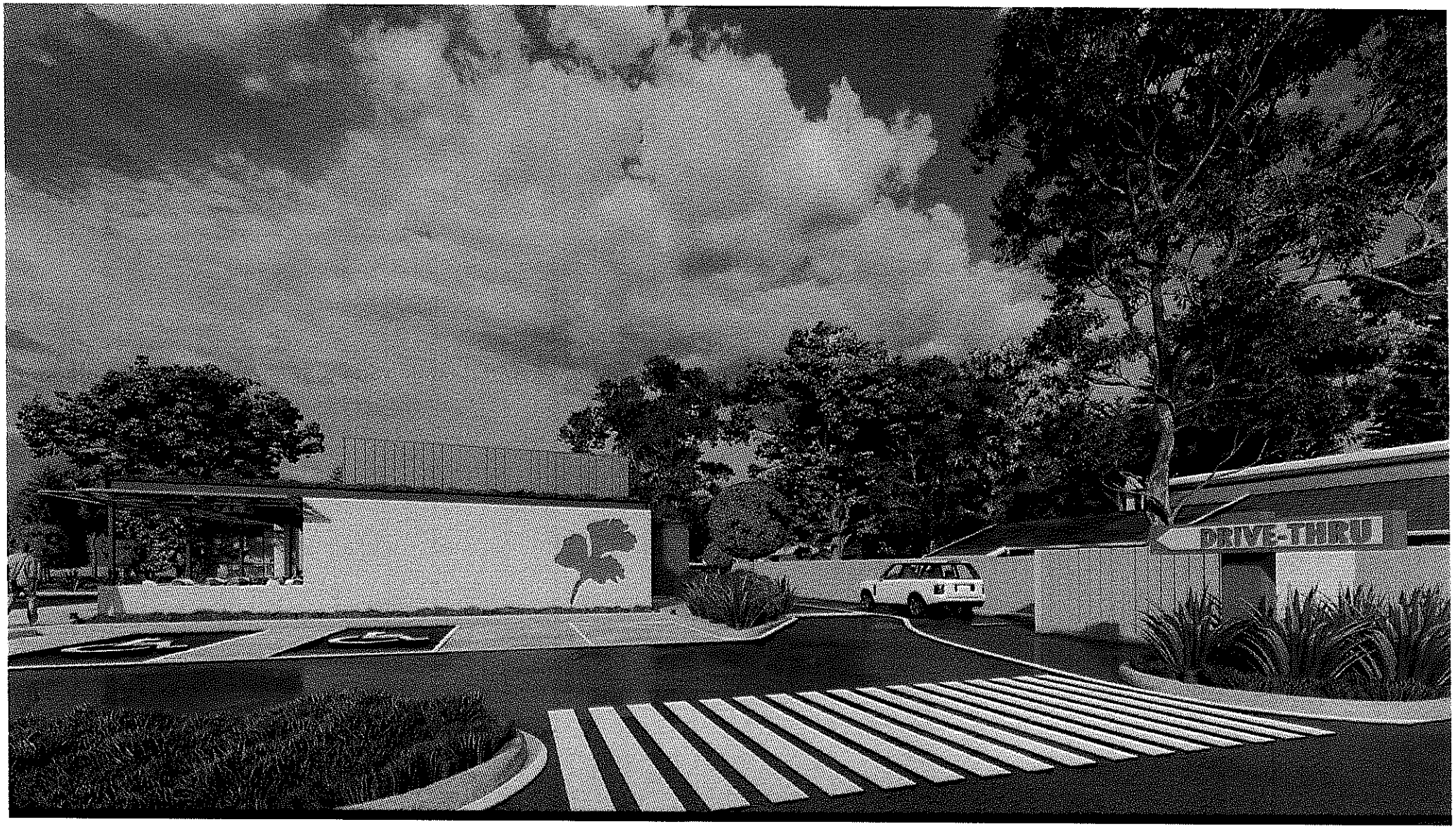

PICK-UP ENTRANCE / MAIN ENTRANCE

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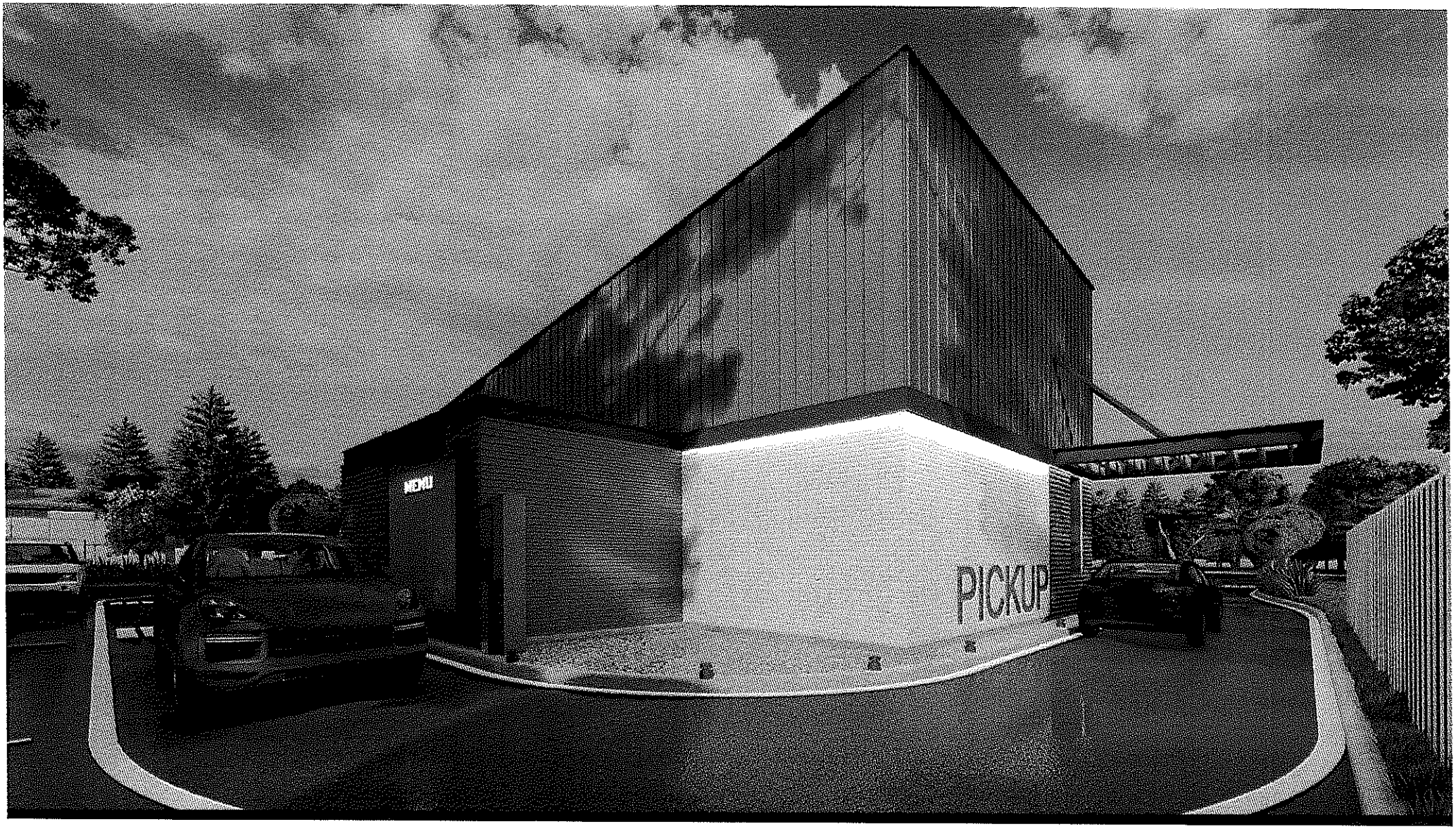

ORDER / DRIVE-THRU WINDOW

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TERRACE

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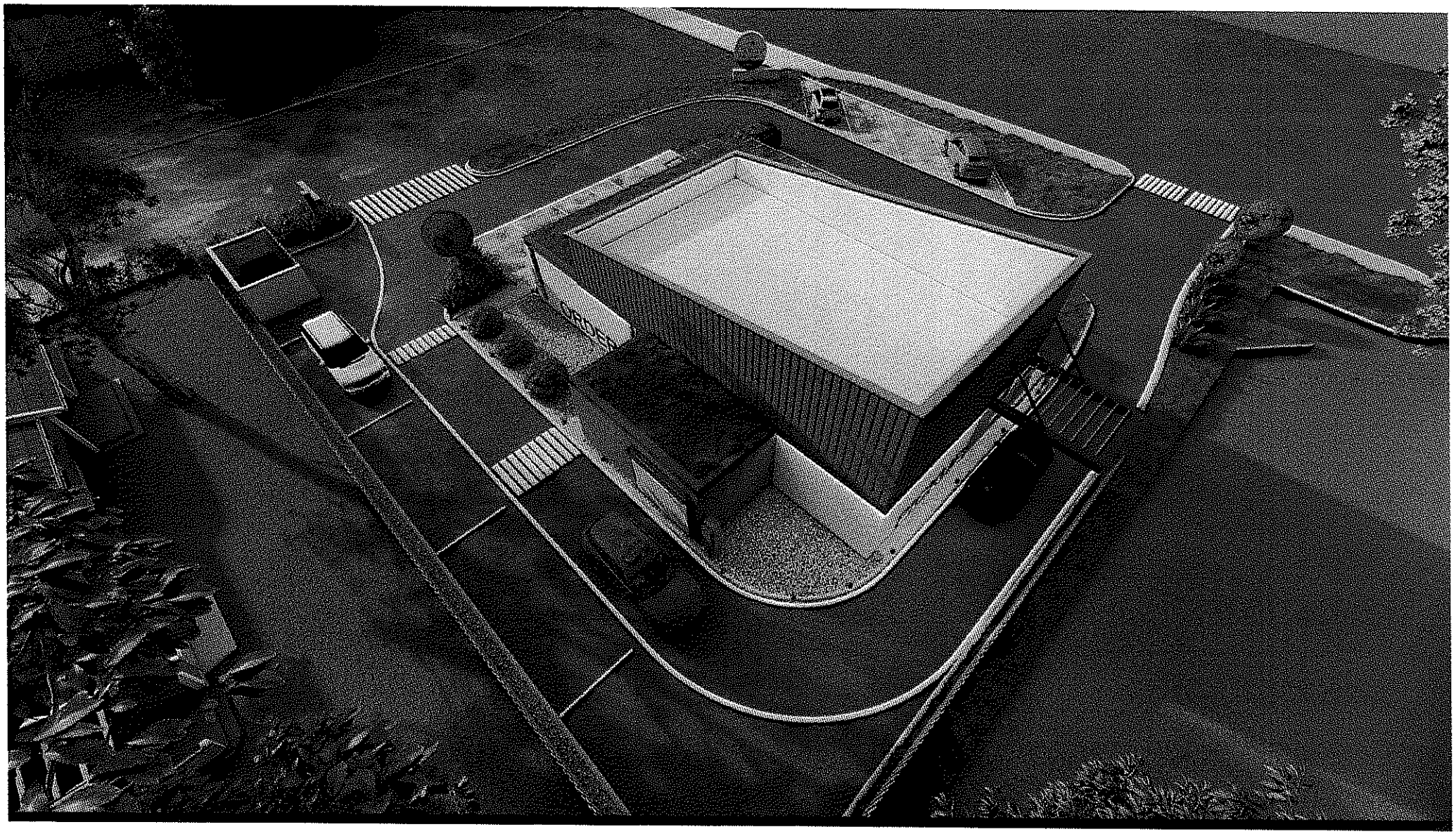

AERIAL VIEW

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VIEW FROM THE STREET

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CILANTRO BENSENVILLE

1301 W. IRVING PARK ROAD, BENSENVILLE, ILLINOIS

2022 - MAY - 05

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UNITED SURVEY SERVICE, LLC
CONSTRUCTION AND LAND SURVEYORS
7710 CENTRAL AVENUE, RIVER FOREST, IL 60305
TEL.: (847) 299 - 1010 FAX : (847) 299 - 5887
E-MAIL: USURVEY@USANDCS.COM

BOUNDARY AND TOPOGRAPHIC SURVEY

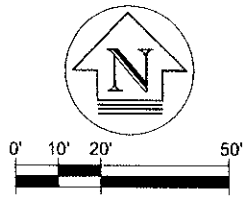
OF

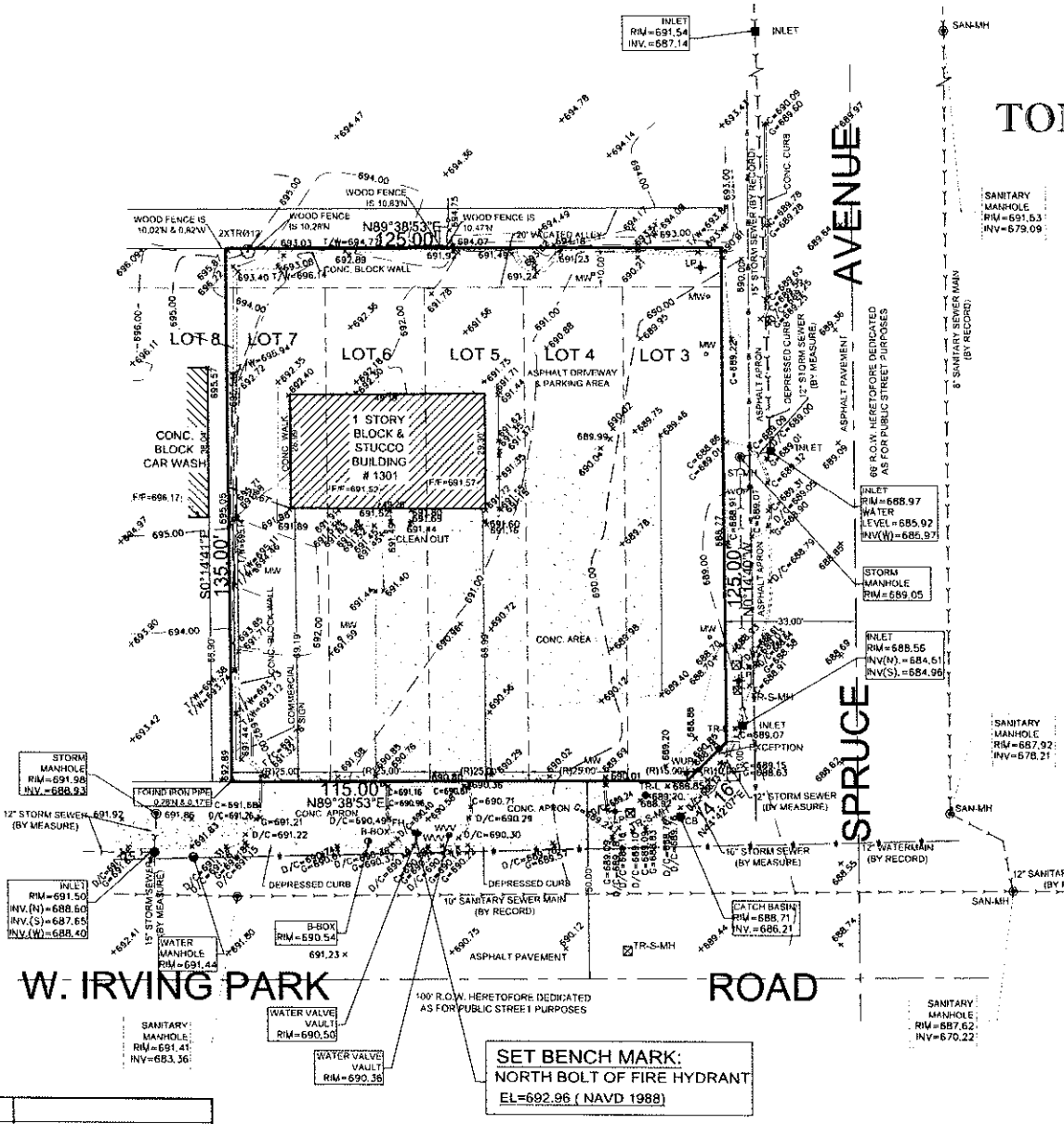
LOTS 3, 4, 5, 6, 7 AND THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH AND ADJOINING THE LAND (AS PER DOCUMENT NO. 659294, REC. DECEMBER 08,1952) IN BLOCK 40 IN THE FIRST ADDITION TO PERCY WILSON'S IRVING PARK MANOR, BEING A SUBDIVISION IN SECTIONS 10, 11, 14, AND 15, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926, AS DOCUMENT 213044, EXCEPT THAT PART OF LOT 3 TAKEN FOR ROADWAY PURPOSES BY THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION AS SHOWN AS PARCEL 0026 ON PLAT RECORDED MARCH 19, 1985, AS DOCUMENT R85-18882, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 3; THENCE NORTH 86 DEGREES 23 MINUTES 55 SECONDS WEST ALONG THE SOUTH LINE OF LOT 3, A DISTANCE OF 10.00 FEET; THENCE NORTH 46 DEGREES 43 MINUTES 13 SECONDS EAST, 14.17 FEET TO THE EAST LINE OF LOT 3; THENCE SOUTH 01 DEGREE 50 MINUTES 22 SECONDS WEST ALONG THE EAST LINE OF LOT 3, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, IN DuPAGE COUNTY, ILLINOIS.

KNOWN AS: **1301 W. IRVIN PARK ROAD, BENSENVILLE, ILLINOIS**

PERMANENT INDEX NUMBERS: 03 - 15 - 222 - 013 - 0000
03 - 15 - 222 - 019 - 0000

AREA:- 16,810 SQ. FT. OR 0.386 ACRE





SET BENCH MARK:
NORTH BOLT OF FIRE HYDRANT
EL=692.96 (NAVD 1988)

LEGEND	ABBREVIATIONS
SAN-MH	SANITARY MANHOLE
ST-MH	
CB	CATCH BASIN
INLET	INLET
WVV	WATER VALVE VAULT
B-BOX	B-BOX
FH	FIRE HYDRANT
TR-L	TRAFFIC LIGHT
LP	LIGHT POLE
WUP	WOOD UTILITY POLE
TR-S-MH	TRAFFIC SIGNAL MANHOLE
W.MH	WATER MANHOLE
MW	MONITORING WELL
(R)	RECORD DATA

PUBLIC UTILITY NOTE:
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STATE OF ILLINOIS }
} S.S.
COUNTY OF COOK }

I, ROY G. LAWNICZAK, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

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

DIMENSIONS ARE SHOWN IN FEET AND DECIMALS AND ARE CORRECTED TO A TEMPERATURE OF 68° FAHRENHEIT.

COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

RIVER FOREST, ILLINOIS, APRIL 20, A.D. 2022.

BY: Roy G. Lawniczak

ROY G. LAWNICZAK, REGISTERED ILLINOIS LAND SURVEYOR NO. 35-2290
LICENSE EXPIRES: NOVEMBER 30, 2022
PROFESSIONAL DESIGN FIRM LICENSE NO.: 184-004576
LICENSE EXPIRES: APRIL 30, 2023

ROY G. LAWNICZAK 35-002290 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS CHICAGO, IL

ORDERED BY: SAM FAKHOURI		
SCALE : 1" = 20'		
DATE :APRIL 20, 2022		
FILE No.: 2022 - 30044	05-03-22	REVISED
	DATE	REVISION

NOTE:
ELEVATION DETERMINATED BY GPS METHOD

NOTE:
LEGAL DESCRIPTION PREPARED BY UNITED SURVEY SERVICE, LLC

CDC# 2022-10

1301 W Irving Park Road
Salameh Fakhouri
Site Plan Review
Municipal Code Section 10 – 3 – 2
Preliminary and Final Planned Unit Development with Code Departures
Municipal Code Section 10 – 4

Village of Bensenville

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Ordinance	Corey Williamsen	Village Clerk's Office	February 27, 2024

DESCRIPTION:

Ordinance Amending Section 3-3-5 of the Bensenville Village Code – Liquor Regulations – to Increase the Number of Class E1 Liquor Licenses from 11 to 12 for the Issuance of a Liquor License to La Poblanita

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:

This was approved by the Committee of the Whole unanimously 4-0 (Lomax and Perez were absent).

DATE:

February 20, 2024

BACKGROUND:

Section 3-3-5-E.3 of the Bensenville Village Code limits the number of Class E1 liquor licenses issued and outstanding at one time. Class E1 licenses authorize the retail sale of liquor for consumption on the premise when food is offered. La Poblanita of Bensenville, LLC DBA La Poblanita has operated at 1075 South York Road for a little over a year now. The location used to have a liquor license while operating as Jade Dragon.

A background check was conducted on the applicant, Ramon Juarez in December 2023 with no criminal history found by the State or Illinois and the FBI.

Village Inspector, Ron Herff, conducted an inspection of the premise on February 6, 2024 with no issues found.

KEY ISSUES:

The current Village Code allows for no more than eleven (11) Class E1 liquor licenses to be issued. Currently all eleven licenses are issued to the following: Two Chef's, Bella Vista Banquets, Mamma Maria's, Mariscos El Amigo-3, Stella's Place, Taqueria El Toreo, Lucky Dog's, Green Street Grille, Los Buenos Diaz Mexican Grille, Tacos Puebla, Cilantro Taco Grill.

In order to issue a Class E1 liquor licenses to La Poblanita, the Committee of the Whole would have to increase the number of total licenses from 11 to 12.

ALTERNATIVES:

- Approve or deny the Ordinance.
- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the Ordinance increasing the number of Class E-1 liquor licenses from 11 to 12.

BUDGET IMPACT:

An additional $2,500.00 of net revenue to the Village.

ACTION REQUIRED:

Approval of the Ordinance increasing the number of Class E-1 liquor licenses from 11 to 12.

ATTACHMENTS:

Description	Upload Date	Type
Ordinance	2/13/2024	Cover Memo

Ordinance _____

AN ORDINANCE AMENDING THE BENSENVILLE VILLAGE CODE
TITLE 3 – CHAPTER 3 – LIQUOR REGULATIONS – CLASS E1

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

SECTION ONE: That Section 3-3-5 of the Bensenville Village Code, entitled "License classifications; fee; number" is hereby amended by the addition of one (1) class E-1the following language shall be inserted in lieu thereof:

"E. Classes E-1 and E-2:

3. There shall be no more than twelve (12) class E-1 licenses issued and outstanding at any one time."

SECTION TWO: All Resolutions and Ordinances in conflict herewith are replaced to the extent of said conflict.

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

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this 27th day of February, 2024.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	M. Ribando	IT	02/27/24

DESCRIPTION:
Resolution Declaring Certain Village Owned Avaya Equipment as Surplus Property and Authorizing Disposal

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

[X] *Financially Sound Village*
Quality Customer Oriented Services
Safe and Beautiful Village

[ ] *Enrich the lives of Residents*
Major Business/Corporate Center
Vibrant Major Corridors

COMMITTEE ACTION:	DATE:
Unanimous 4-0	02/20/24

BACKGROUND:
It has been determined that the current Avaya telephone system equipment has become outdated and no longer serves a useful purpose within the Village. In the best interest of the Village, this specific Avaya phone system equipment has been deemed as surplus property and directed to be disposed.

KEY ISSUES:
The Avaya phone system is dated and is no longer useful. The phone system equipment has been deemed as surplus property and should be authorized by the Village Manager to dispose of the phone system equipment (noted in Exhibit A) in accordance with the terms in this Resolution.

ALTERNATIVES:
At the discretion of the Board.

RECOMMENDATION:
Staff recommends the approval of a Resolution Declaring Certain Village Owned Avaya Equipment as Surplus Property and Authorizing Disposal.

BUDGET IMPACT:
7 Layer Solutions is currently working on a potential buyback of the phone system equipment. The dollar amount is to be determined.

ACTION REQUIRED:
Approval of the Resolution Declaring Certain Village Owned Avaya Equipment as Surplus Property and Authorizing Disposal.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/15/2024	Cover Memo
Exhibit A - Avaya Inventory	2/15/2024	Cover Memo

RESOLUTION NO. R-

A RESOLUTION DECLARING CERTAIN VILLAGE OWNED AVAYA EQUIPMENT AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL

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

WHEREAS, pursuant to the Illinois Municipal Code, specifically, 65 ILCS 5/11-76-4, authorize the sale, or other disposition of surplus personal property when in the opinion of the majority of the corporate authorities the continued ownership of such personal property by the municipality is no longer necessary to, useful to or in the best interest of the municipality, and;

WHEREAS, the Village of Bensenville have determined that the continued ownership by the Village of Avaya telephone equipment is no longer necessary to useful to or in the best interest of the Village of Bensenville, and has deemed it as surplus property and authorize and direct the disposition thereof in accordance with the terms herein set forth, and;

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 I. RECITALS. The foregoing recitals are hereby incorporated herein and made apart hereof.

SECTION 2. DECLARATION AS SURPLUS; AUTHORIZATION OF DISPOSITION. The aforementioned list of property is hereby declared to be surplus, and the continued ownership thereof is determined to be no longer necessary to, useful to, or otherwise in the best interest of the Village, by the direction of the Village Manager, is hereby authorized and directed to dispose of them by sale, auction or donate, and if not accepted thereby, then by such other means of disposition as may be deemed expedient. Incorporated herein and referenced above.

SECTION 3. SEVERABILITY. That the various provisions of this Resolution are to be considered severable and if any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION 4. CONFLICTS. All prior Resolutions or parts thereof in conflict or

inconsistent with this Resolution are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION 5. 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 13th day of February 2024.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

Bensenville Avaya Equipment

Type of Equipment	Number	Notes	Product ID / SN
Avaya 1608 Phone	110	Desk phone	700458532
Avaya 1616 Phone	31	Desk phone	700458540
Avaya 9608 Phone	12	Desk phone	700480585
Avaya B179 Conf Phone	5	Conference room phone	700504740
Avaya IP Office 500 V2	2	PBX	700476005
HP DL120 G7 Server	2	Voice mail servers	700503204

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Anthony Sumner	Marketing and Communications / Administration	02/27/2024

DESCRIPTION:

Resolution Authorizing a Order with Omega Sign & Lighting, Inc. for Upgrades to the Existing Electronic Message Center Sign in the Not-to-Exceed Amount of $95,668.00

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
COW 4-0	02/20/24

BACKGROUND:

The current EMC signage at Brentwood Commons in Bensenville (1127 S York Rd, Bensenville, IL 60106) is 10 years old and has a very low-quality resolution compared to today's standards. New replacement screens would allow for much more detailed, clearer and easy to read notifications from the Village. The new system would also allow for cloud-based updates, so we could more easily get messaging out to the public from any location.

1. Remove and dispose existing D/F EMC, reuse existing support; provide and install (1) D/F 5' x 10' viewable "Watchfire" 6mm EMC. Includes 5 year parts limited warranty, 10 year parts availability guarantee; 4G wireless w/ life-of-sign cellular data plan, & ignite design software w/ web based training

KEY ISSUES:

Project will be funded through the equipment replacement fund as the current system has reached its end of life.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing a Order with Omega Sign & Lighting, Inc. for Upgrades to the Existing Electronic Message Center Sign in the Not-to-Exceed Amount of $95,668.00.

BUDGET IMPACT:

2024 Equipment Replacement Fund budgeted amount of $98,668.00.

ACTION REQUIRED:

Approval of the Resolution Authorizing an order with Omega Sign & Lighting, Inc. for Upgrades to the Existing Electronic Message Center Sign in the Not-to-Exceed Amount of $95,668.00.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	1/25/2024	Cover Memo
Purchase Order	1/25/2024	Cover Memo

RESOLUTION NO. _____

AUTHORIZING A PURCHASE ORDER WITH OMEGA SIGN & LIGHTING, INC. FOR UPGRADES TO THE EXISTING ELECTRONIC MESSAGE CENTER SIGN IN THE AMOUNT OF $95,668.00

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "VIILAGE") 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 has installed a Electronic Message Center Sign on York Road in Brentwood Commons; and

WHEREAS, The existing sign is end of life and in need of upgrades.

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

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

SECTION TWO: The Village Board hereby authorizes the purchase of upgrades to the existing electronic message center sign with Omega Sign & Lighting Inc. in the amount of $95,668.00

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 27th day of February, 2024.

APPROVED:

_____

Frank DeSimone, Village President

ATTEST:

_____

Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

Proposal

#2703

08/16/2023

Omega Sign & Lighting Inc.
Yesco Chicago
1401 West Jeffrey Drive
Addison IL 60101

Bill To

Village of Bensenville
735 Jefferson
Bensenville IL 60106
United States

Site Location

Village of Bensenville - York Rd
1125 York Road
Bensenville IL 60106
United States

TOTAL

$95,668.00

Expires: 09/15/2023

Terms	Exp. Close	Project Description	Sales Rep
50% Down, Balance at Completion	09/15/2023	Samsung 6MM Double Sided Message Display with Electrical	Samuel Menna

Item	Amount
Electronic Sign Labor, material and equipment to remove and dispose of existing message display. Furnish, install and electrically connect Qty: (1) double sided Samsung 6MM electronic message display Furnish all labor and materials to properly install displays onto the existing sign cabinet along with painted metal cladding, if required. Hookup to existing sufficient electric to be supplied by others. Displays will consist of two (2) Samsung 6mm Full Color RGB single sided displays with a 240 x 480 matrix in a 4'-11.06" height x 9'-10.11" width cabinet size with an active area of 4'-7.06" x 9'-6.11", cellular communication with a 10-year data plan, Samsung operating software with Samsung free on-line training and free onsite software training by Omega team. Free software and updates for life of sign. 5-year parts and 5 year labor warranty provided by Samsung (Prismview) See attached Prismview warranty information sheet. Electrical connection to existing electrical, adequate size and amperage provided by others at sign. Sign draws 4320 Watts per face.	$72,999.00
Electronic Sign WARRANTY UPGRADE Upgraded Additional 5-year parts warranty with 5-year labor warranty for a total of 10 year parts and labor warranties.	$6,680.00
Electrical Labor, material and equipment to upgrade power to sign by pulling through an existing pipe underground that is on the other side of the street (York Rd.). If this pipe doesn't allow us to pull through then this quote is not valid and additional charges will apply (change order bore work). From our survey we are nearly confident it should pull through but not 100%. We will increase the wire size under the street and allow ComEd to connect a new upgraded service at the pole (120volt /208). We plan to leave the same meter socket and disconnect and then upgrade an electrical panel at the sign base. We will trench in the grassy area and run a new 1" heavy wall steel pipe from the disconnect and meter to the sign to feed the new service panel. Approx 200 ft of underground wire work and 75 ft of trench in grassy area with rigid pipe. This will require a 5th jaw at the meter socket. Includes new upgrades circuit panel at the sign and connects to the new Samsung display. Note: ComEd upgrade costs to be paid for by the owner to ComEd (approx $1,500.00)	$15,989.00

2703

Item	Amount
Permits, If Required, will be additional Permits, procurement, and engineering fees to be billed additional to this contract.	$0.00

Subtotal	$95,668.00
Total	$95,668.00
Required Deposit	$47,834.00

By signing or otherwise confirming this work with Omega Sign & Lighting / Yesco Chicago, you're accepting the terms in this order and our standard terms and conditions [attached/found on our website at www.omegasignchicago.com/termsandconditions.pdf

Approved By: _____ Date: _____

-- Landlord approval is by others.
-- Hook-up to your 120V primary service within 3' of electrical wall sign on the outside of the wall or at the base of electrical ground sign is included.
-- Any engineering required by the local municipality is additional.
-- Omega Sign & Lighting, Inc. is not responsible for damage to underground sprinkler systems.
-- Any insurance required in addition to our standard insurance coverages will be added to the price of this quote at cost plus 10% and includes, but is not limited to, requests for any special endorsements, primary, non-contributory umbrella coverage, waivers of subrogations, performance and payment bonds.
-- The customer agrees that in the event that the invoice is not paid in dull within the payment terms, Omega Sign & Lighting, Inc. reserves the right to remove the signage in question.
-- Cancellation expense: 50% of the sale price if work has not been started, and 90% if work has been started but not completed.
-- Digital artwork is to be provided with order for custom logos. Any computer time by Omega Sign & Lighting, Inc. to "vectorize" art is additional.
-- The customer is responsible for the cost of all products furnished and installed per approved drawing including content, design, color and trademark.

Payment to be made as follows:
50% down payment with order and balance due upon completion.
A 3.5% service charge for use of a credIt card will be incurred in addition to the proposed price listed above.
Your order will be processed only when the deposit is received.

2703

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Anthony Sumner	Marketing and Communications / Administration	02/27/2024

DESCRIPTION:
Resolution Authorizing a Retail Sales Agreement with AVI Systems, Inc. For The Village Hall Cablecast Video Distribution System in the Not to Exceed Amount of $55,827.00

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
Unanimous 4-0	02/20/24

BACKGROUND:
The Village of Bensenville is seeking to upgrade their existing aging video file server with new live streaming & video on-demand system, in order to modernize workflows and better manage media assets. The existing Leightronix system, which has become increasingly difficult to maintain and support, will be replace with a CableCast Community Media video distribution system and integrated with the recently renovated studio & control room.

KEY ISSUES:
Part of the equipment replacement fund as the current system has reached its 10 year end of life.

ALTERNATIVES:
Discretion of the Board.

RECOMMENDATION:
Staff recommends approval of the Resolution Authorizing a Retail Sales Agreement with AVI Systems, Inc. For The Village Hall Cablecast Video Distribution System in the Not to Exceed Amount of $55,827.00.

BUDGET IMPACT:
2024 Equipment Replacement Fund budgeted amount of $55,827.00.

ACTION REQUIRED:
Approval of the Resolution Authorizing a Retail Sales Agreement with AVI Systems, Inc. For The Village Hall Cablecast Video Distribution System in the Not to Exceed Amount of $55,827.00.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	1/25/2024	Cover Memo
Agreement	2/6/2024	Cover Memo

RESOLUTION NO. _____

AUTHORIZING A RETAIL SALES AGREEMENT WITH AVI SYSTEMS, INC. FOR THE BENSENVILLE VILLAGE HALL CABLECAST VIDEO DISTRIBUTION SYSTEM IN THE NOT TO EXCEED AMOUNT OF $55,827.00

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "VIILAGE") 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, for the past several years AVI System, has handled our instillations, integration and servicing of visual communications technologies in the Board Room and conference rooms; and

WHEREAS, AVI Systems have unique expertise in educational and government sector broadcasting; and

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

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

SECTION TWO: The Village Board hereby waives competitive bidding and authorizes the Village Manager to execute a purchase order and Retail Sales Agreement with AVI Systems, attached hereto and incorporated herein by reference as Exhibit "A" with such additions and revisions thereto as the Village Attorney shall require, in the amount of $55,827.00.

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 27th day of February, 2024.

APPROVED:

_____

Frank DeSimone, Village President

ATTEST:

_____

Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

Retail Sales Agreement

Reference Number: 1239279
Prepared For: Bensenville, Village of
Attn: Accounts Payable - Bensenville

Prepared By: Steve Johnson
Phone: (630)477-2325
Email: steve.johnson@avisystems.com

Date: February 05, 2024
Bensenville, Village of - CableCast Video Distribution System - REV 2024-02-05
Project:
Project Number:

AVI Systems Inc.
703 West Algonquin Road, Arlington Heights, IL 60005
Phone: (630)477-2300
Fax: (630)477-2301

INVOICE TO

Attn: Accounts Payable - Bensenville
Bensenville, Village of
12 S Center St
Bensenville, IL 60106

Phone: (630)766-8200
Email: ap@bensenville.il.us
Customer Number: 2600

SITE

Attn: Anthony Sumner
Bensenville, Village of
12 S Center St
Bensenville, IL 60106

Phone: (630)350-3423
Email: asumner@bensenville.il.us

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	$38,340.00
Integration	$12,930.00
PRO Support	$3,000.00
Shipping & Handling	$1,557.00
Tax	$0.00
Grand Total	$55,827.00

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
PO Box 842607
Kansas City, MO 64184-2607

Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at http://www.avisystems.com/TermsofSale) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

	AVI Systems, Inc.
Company	Company
Signature	Signature
Printed Name	Printed Name Dany McNogree
Date	Date 2/5/24

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

Model #	Mfg	Description	Qty	Price	Extended
		CableCast System			
CBL-VIO2-OMNI	TIGHTROPE	Cablecast OMNICHANNEL video server, with SDI and HLS out - 10TB RAID5	1	$25,215.00	$25,215.00
CBL-STRUPG-20TB	TIGHTROPE	10TB Storage Upgrade for Cablecast VIO and VOD Servers	1	$1,535.00	$1,535.00
CBL-VIO2-OMNI-HA	TIGHTROPE	Hardware Assurance for CBL-VIO2-OMNI	2	$2,030.00	$4,060.00
CBL-REFLECT-BND	TIGHTROPE	Cablecast Reflect Live and Video on Demand Services	1	$2,400.00	$2,400.00
CBL-CABLECAST-APP	TIGHTROPE	First Branded Cablecast App	1	$1,600.00	$1,600.00
CBL-CABLECAST-ADD	TIGHTROPE	Additional Branded Cablecast Apps	1	$1,050.00	$1,050.00
CBL-SVC-PH-HRLY	TIGHTROPE	Remote Training, Installation Assistance and Service	6	$100.00	$600.00
CBL-CAPTIONING-500	TIGHTROPE	CABLECAST CLOSED CAPTIONING - 500 HOUR BLOCK	0	$3,700.00	$0.00
CBL-CAPTIONING-1000	TIGHTROPE	CABLECAST CLOSED CAPTIONING - 1000 HOUR BLOCK	0	$6,500.00	$0.00
BMD-CONVMSYNC	BLACK MAGIC DE	Mini Converter - Sync Generator	1	$215.00	$215.00
BMD-CONVMSDIDA	BLACK MAGIC DE	Mini Converter - SDI Distribution	1	$165.00	$165.00
AVI-TBD-MATERIAL	AVI SYSTEMS	Misc Material	1	$1,500.00	$1,500.00
		Sub-Total: CableCast System			**$38,340.00**
		Integration			
		Project Management			$2,076.00
		In Shop Fabrication			$126.00
		On Site Integration			$2,832.00
		Testing & Acceptance			$3,860.00
		Integration Cables & Connectors			$396.00
		Engineering & Drawings			$3,640.00
		Sub-Total: Integration			**$12,930.00**
		Sub-Total:			**$0.00**
		Total:			**$51,270.00**

PRO SUPPORT:

Model #	Mfg	Description	Qty	Price	Extended
AVISSACUSTOM	AVI SYSTEMS	Custom 1 Year System Support Agreement	1	$3,000.00	$3,000.00

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

SERVICES TO BE PROVIDED

A. SUMMARY: The Village of Bensenville is seeking to upgrade their existing aging video file server with new live streaming & video on-demand system, in order to modernize workflows and better manage media assets. The existing Leightronix system, which has become increasingly difficult to maintain and support, will be replace with a CableCast Community Media video distribution system and integrated with the recently renovated studio & control room.

B. SYSTEM DESCRIPTION:

- Functionality Description: CableCast Video Distribution System. AVI will provide and install the necessary equipment and system configuration. Final remote commissioning of server provided by CableCast
- Replace existing Leightronix video file server with new live streaming & VOD system (CableCast VIO2 OMNI)
- Web-centric VOD and Live Streaming Solution in a 3 RU chassis. Streams H.264 HLS Adaptive bitrate to mobile devices, OTT and desktops. Pulls in and records NDI, RTP, RTMP, RTSP and HLS streams as well as SDI. Includes Cablecast Automation, scheduling and CG Software. Includes graphics, crawl, bug, and bug text on streaming output. Single SDI output. Redundant power, 10TB RAID5 Content and 256GB RAID1 OS drives. 3 year hardware warranty and system commissioning included.
- Upgrade to 20TB storage
- Upgrade to 2 additional years of hardware warranty (for total of 5 years)
- *RTMP Cloud-based streaming services (pulling in RTMP feeds from livestream sources) are NOT required.
  Zoom integration with boardroom AV upgrade project already completed will integrate Zoom and be upstream of the feed to CableCast.
- Cablecast Closed Captioning services not included, but can be added in 500 or 1000 hour increments for additional fee
- Annual Cloud-based reflection service operating in conjunction with both Cablecast Live and Cablecast VOD servers that provide a virtually unlimited number of live and VOD internet video streams while conserving your internal bandwidth. Includes up to 3 streaming channels. If purchasing Cablecast Reflect, the bundled service must be specified for all systems running a Cablecast VOD server.
- One time development, administrative and creative fee to integrate user supplied artwork and logos into ONE branded OTT app for Apple TV, Roku, Amazon Fire, iOS or Android. Typical lead time is three weeks upon delivery of requested assets which include high quality logo's, brand colors, and images to be utilized in the custom design. Customer is also responsible for signing up for developer accounts which may affect delivery dates.
  *Customer has specified Roku as the primary app.
- One additional development fee for secondary branded OTT app (TBD)
  Up to (5) total branded OTT app per system.
- 6 hrs remote training by CableCast
- The 3RU server will be mounted near the bottom of the existing customer-provided equipment rack in the video control room.
  - (1) LAN port for network connectivity to customer network will be required.
  - (1) SD/HD-SDI cable from video production router to BNC input of server
  - (1) SD/HD-SDI cable to video production router from BNC output on server
  - (1) SD/HD-SDI cable from video production sync-gen to BNC input of server
- (1) Sync generator with 6-outputs & (1) SDI 1x6 distribution for expanded sync gen to control room devices.
- Contingency for additional video converters & devices
- *Customer is responsible for transferring all exiting video files from old system to new system.

Site installation will use prevailing wage rates
Includes up to (1) hour of end-user training.

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Firewall, ceiling, roof, and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements, and/or repair
- Structural support of equipment *AVI Systems is not responsible for building-related vibrations
- Installation of the ceiling-mounted projection screen
- All millwork (moldings, trim, cutouts, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated, the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted, lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors include electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before the scheduling of the installation. All work areas should be clean and dust free prior to the beginning of the on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to the site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented with a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building/facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling are to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations, including IP addresses, are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on drawings/correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services, AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure, and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during the integration effort, which are different from those documented, may affect the price of the system solution, integration, or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service Transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to the system processor and its control applications
- Powering up and powering down the AV system via the control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Whom to call when help is required

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials, and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility for the equipment integration.
- Provide systems configuration, checkout, and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer-supplied equipment documentation.

- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of any ceiling-mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring, and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduits, wiring, and devices for technical power to the AV systems equipment.
- Provide reasonable access of AVI Systems personnel to the facilities during periods of integration, testing, and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

ENGINEERING SERVICES

ENGINEERING SCOPE OF WORK

AVI will provide system drawings including floorplan, rack elevation & connectivity flows, leveraging the latest studio and control room drawings.

CUSTOMER CARE

CUSTOMER CARE SERVICES TO BE PROVIDED

Customer Care is the ongoing care and maintenance services delivered to keep your System(s) functioning as originally designed and installed. AVI Systems will perform the services below, as further described in the Definitions, for covered Systems.

Customer Care Entitlement Matrix

Entitlement	Definition	System Support	Service Level
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included	Remote initiation within two (2) business hours, Monday through Friday, during standard hours (8 am-5 pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included	Remote response within (8) business hours, Monday through Friday during standard hours (8 am-5 pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included	Onsite response within eight (8) business hours, Monday through Friday, during standard hours (8 am-5 pm local time, excluding holidays)
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components. Does not include consumables or obsolete equipment.	Included	Repair and/or replacement is manufacturer dependent. Loaner Equipment on Best Effort basis
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included	
System Training	AVI Systems conducts user training to cover the operation of the system and how to contact AVI Systems for support. Technical, Administrative, or Product Specific training is available separately from this agreement.	Included	Remote user training, scheduled at least one (1) week in advance
System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Not Included	
Asset Management	AVI Systems tracks asset information for Systems.	Included	

CUSTOMER CARE DEFINITIONS

System – the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Priority Support – all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work.
Remote Support – a service whereby remote calls are made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.
Onsite Support - Service level response assumes the client location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the client's location is beyond 60 miles of an AVI Systems Service Center.
Consumables – parts such as recording media, batteries, projection lamps, bulbs, etc. Consumables are parts that are not included in this Agreement.
Obsolete Equipment – items (though possibly still in use) that are outdated with no manufacturer support or parts availability or products with the formal end of life as defined by their manufacturer. Obsolete Equipment is parts that are not included under this Agreement.
Loaner Equipment – tabletop LCD projectors and flat-screen monitors under 50". Tabletop projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.
Best Effort – AVI Systems strives to provide the Service or repair any Incident in an appropriate and generally accepted manner using the resources available but makes no promise in this reference.
Advanced Parts Replacement - Provides for recycling of equipment covered in a system or consumables with no additional fees. Includes coverage for shipping to/from the manufacturer for equipment sent for warranty diagnosis, repair, or exchange.
Software Update Assistance – revisions of existing software, which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact the ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separately from this agreement.

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or the System Support Agreement invoice date, whichever is applicable. Coverage will extend for the duration specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.
Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance, or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems, prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance, or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) the Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning, and humidity control.
Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Anthony Sumner	Marketing and Communications / Administration	02/27/2024

DESCRIPTION:

Resolution Authorizing a Retail Sales Agreement with AVI Systems, Inc. for The Village Hall First Floor CED Conference Room in the Not to Exceed Amount of $22,799.00

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
COW 4-0	02/20/24

BACKGROUND:

The Village of Bensenville is renovating the 1st Floor CED Conference Room to accommodate video presentations and video conferencing calls. AVI will provide and install a basic system allowing for local wired presentation and wired BYOD/BYOM video conferencing from user laptops to a large display and USB videobar.

KEY ISSUES:

The first floor CED conference room has need a technology upgrade for many years, this bring the rooms AV equipment up to current standards.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of a Resolution Authorizing a Retail Sales Agreement with AVI Systems, Inc. for The Village Hall First Floor CED Conference Room in the Not to Exceed Amount of $22,799.00.

BUDGET IMPACT:

2024 CIP budgeted amount of $22,799.00

ACTION REQUIRED:

Approval of a Resolution Authorizing a Retail Sales Agreement with AVI Systems, Inc. for The Village Hall First Floor CED Conference Room in the Not to Exceed Amount of $22,799.00.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/6/2024	Cover Memo
Agreement	2/6/2024	Cover Memo

RESOLUTION NO. _____

AUTHORIZING A RETAIL SALES AGREEMENT WITH AVI SYSTEMS, INC. FOR THE BENSENVILLE VILLAGE HALL FIRST FLOOR CED CONFERENCE ROOM IN THE NOT TO EXCEED AMOUNT OF $22,799.00

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "VIILAGE") 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, for the past several years AVI System, has handled our instillations, integration and servicing of visual communications technologies in the Board Room and conference rooms; and

WHEREAS, AVI Systems have unique expertise in educational and government sector broadcasting; and

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

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

SECTION TWO: The Village Board hereby waives competitive bidding and authorizes the Village Manager to execute a purchase order and Retail Sales Agreement with AVI Systems, attached hereto and incorporated herein by reference as Exhibit "A" with such additions and revisions thereto as the Village Attorney shall require, in the amount of $22,799.00.

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 27th day of February, 2024.

APPROVED:

_____

Frank DeSimone, Village President

ATTEST:

_____

Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

Retail Sales Agreement

Reference Number: 1239697
Prepared For: Bensenville, Village of
Attn: Accounts Payable - Bensenville

Prepared By: Steve Johnson
Phone: (630)477-2325
Email: steve.johnson@avisystems.com

Date: February 05, 2024
Bensenville Village Hall - 1st Floor CED Conference Room 2024-02-05
Project:
Project Number:

AVI Systems Inc.
703 West Algonquin Road, Arlington Heights, IL 60005
Phone: (630)477-2300
Fax: (630)477-2301

INVOICE TO

Attn: Accounts Payable - Bensenville
Bensenville, Village of
12 S Center St
Bensenville, IL 60106

Phone: (630)766-8200
Email: ap@bensenville.il.us
Customer Number: 2600

SITE

Attn: Anthony Sumner
Bensenville Village Hall
12 S Center St
Bensenville, IL 60106

Phone: (630)350-3423
Email: asumner@bensenville.il.us

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	$10,510.00
Integration	$9,775.00
PRO Support	$2,049.00
Shipping & Handling	$465.00
Tax	$0.00
Grand Total	$22,799.00

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
PO Box 842607
Kansas City, MO 64184-2607

Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at http://www.avisystems.com/TermsofSale) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

	AVI Systems, Inc.
Company	Company
Signature	Signature
Printed Name	Printed Name
Date	Date 2/5/24

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

Model #	Mfg	Description	Qty	Price	Extended
		1st Floor CED Conference Room			
FW75BZ40L	SONY	75IN BRAVIA 4K HDR PROFESSIONAL DISPLAY	1	$2,940.00	$2,940.00
LTM1U	CHIEF	Micro-Adjust Tilt Wall Mount, Large	1	$304.00	$304.00
FCAV1U	CHIEF	FUSION PULLOUT	1	$357.00	$357.00
CSMP9X12	CHIEF	PROX,MOUNT PLATE,9X12	1	$45.00	$45.00
DL-UHDILC	LIBERTY AV	IN-LINE HDMI CONTROLLER	1	$224.00	$224.00
OFE	OWNER	Owner-furnished Laptop PC	2	$0.00	$0.00
OFE	OWNER	Owner-furnished Table Cubby Box with HDMI feedthru jack and grommet for AV cables	2	$0.00	$0.00
C2G-10377	C2G	6ft/1.8m Ultra Flexible HDMI Cable 4K	2	$22.00	$44.00
AC-CX42-AUHD	AVPRO	4x2 ConferX Auto Switching Matrix w/ HDBaseT Inputs and Outputs. Microphone, Volume and Line Level	1	$884.00	$884.00
AC-EX70-444-RNE-P	AVPRO	HDBaseT (CAT6) RECEIVER ONLY. ICT 18G, 70m 4K (100m HD) Slim Extender with I-Pass, Bi-Directional P	1	$494.00	$494.00
TOGGLE	INOGENI	USB 3.0 SWITCHER	1	$425.00	$425.00
C2G-54175	C2G	3m USB 3.0 AM-BM CBL BLK	2	$11.00	$22.00
875H3AA	HP POLY	Poly AOC (25M), USB 3.1 Active Optical Cable	1	$845.00	$845.00
8D8K2AA#ABA	HP POLY	Poly X52 AVB U.S. - All-In-One Video Bar	1	$3,648.00	$3,648.00
875L9AA	HP POLY	Poly Studio X52 Optional VESA Mounting Kit.	1	$230.00	$230.00
OFE	OWNER	Owner-furnished ROKU Set Top Box	1	$0.00	$0.00
C2G-56783	C2G	6ft/1.8M High Speed HDMI Cable w/ Eth	6	$8.00	$48.00
OFE	OWNER	Owner-furnished Table Cubbies	2	$0.00	$0.00
		Sub-Total: 1st Floor CED Conference Room			**$10,510.00**
		Integration			
		Project Management			
		In Shop Fabrication			
		On Site Integration			
		Testing & Acceptance			
		Training			
		Integration Cables & Connectors			
		Engineering & Drawings			
		Sub-Total: Integration			**$9,775.00**
		Total:			**$20,285.00**

PRO SUPPORT:

Model #	Mfg	Description	Qty	Price	Extended
P1S18762	AVI SYSTEMS	POLY STUDIO X52 - One Year AVI UC Support Standard (8-5 M-F)	1	$549.00	$549.00
AVISSA1YR	AVI SYSTEMS	1 Year System Support Agreement	1	$1,500.00	$1,500.00

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY: The Village of Bensenville is renovating the 1st Floor CED Conference Room to accommodate video presentations and video conferencing calls. AVI will provide and install a basic system allowing for local wired presentation and wired BYOD/BYOM video conferencing from user laptops to a large display and USB videobar.

B. SYSTEM DESCRIPTION:

1st Floor CED Conference Room

- Functionality Description: 1st Floor CED Conference Room is currently undergoing renovation/construction to accommodate group meetings and video conferencing. Room dimensions are 21'D x 15' W x 9'-6" H, 2x2 ACT ceiling tiles, and 17' to farthest viewer at conference table. The rectangular conference table seats 8-12 people and will have (2) owner-furnished table cubbies with HDMI feedthrough connectors, power, data, and grommet holes for additional AV/USB cables. New technology will feature a 75" commercial display, USB video soundbar, HDMI & USB connectivity for up to (2) laptop PCs. The HDMI connections will allow for wired laptop presentation to the display and be automatically switched based on connected laptop. USB connectivity at the table, automatically switchable between 2 connected laptops, will allow for Bring Your Own Device (BYOD) meetings leveraging the all-in-one conferencing videobar allows for hybrid video conferencing using a user's laptop, allowing freedom in conferencing platform.
- Displays:
  - 75" Display on East wall
  - Large tilt mount with pull-out accessory
  - Storage bracket for small devices behind display
  - In-line HDMI controller for automatic display power on/off standby based on connected sources.
- Source Devices:
  - (2) wired HDMI connections at table (1 per table cubby) connected to HDMI autoswitcher
  - The HDMI switcher will be configured for automatic connection to the last-connected user laptop.
  - Output from autoswitcher will connect to (1) HDMI extending receiver behind the display connected to either the HDMI input of videobar. Output of videobar will connect to HDMI Input 1 of display.
  - Owner-furnished ROKU streaming set top box, connected to HDMI input 2 of display. Audio from ROKU will come through TV speakers only. User must switch TV inputs using remote control.
- Audio:
  - Videobar with onboard microphones and speakers
- Conferencing:
  - (1) Poly X52 all-in-one videobar configured as USB peripheral.
  - Video conferencing is managed by the user's personal device (Zoom, Teams, etc.)
  - (2) wired USB connections at table (1 per table cubby) connected to USB autoswitcher under table.
  - The user connects their device to USB cable and selects the videobar (camera/mic/speakers) from within their conferencing application settings.
  - The USB switcher will be configured for automatic connection to the last-connected user laptop.
  - USB peripherals may be used with any conferencing software hosted on the user's device by selecting the "Poly Studio X52" device in their sound and video settings menu
- Controls:
  - Equipment power on/off state is fully automated. No intervention from the user is required
  - Audio volume is managed by the user's presentation device
  - Meeting controls are managed by the user's presentation device
- Equipment Location:
  - As noted above.
  - Videobar installed beneath display on VESA mount

Site installation will use prevailing wage rates
Includes up to (1) hour of end-user training.

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Firewall, ceiling, roof, and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements, and/or repair
- Structural support of equipment *AVI Systems is not responsible for building-related vibrations
- Installation of the ceiling-mounted projection screen
- All millwork (moldings, trim, cutouts, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)

- Unless otherwise stated, the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted, lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:
In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors include electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before the scheduling of the installation. All work areas should be clean and dust free prior to the beginning of the on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to the site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented with a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building/facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling are to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations, including IP addresses, are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on drawings/correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services, AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure, and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during the integration effort, which are different from those documented, may affect the price of the system solution, integration, or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES
AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service Transition

G. KNOWLEDGE TRANSFER (TRAINING)
This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to the system processor and its control applications
- Powering up and powering down the AV system via the control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Whom to call when help is required

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials, and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility for the equipment integration.
- Provide systems configuration, checkout, and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer-supplied equipment documentation.
- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of any ceiling-mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring, and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduits, wiring, and devices for technical power to the AV systems equipment.
- Provide reasonable access of AVI Systems personnel to the facilities during periods of integration, testing, and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

ENGINEERING SERVICES

ENGINEERING SCOPE OF WORK

AVI will provide system drawings including floorplans, mounting details, & connectivity flows.

CUSTOMER CARE

CUSTOMER CARE SERVICES TO BE PROVIDED

Customer Care is the ongoing care and maintenance services delivered to keep your System(s) functioning as originally designed and installed. AVI Systems will perform the services below, as further described in the Definitions, for covered Systems.

Customer Care Entitlement Matrix

Entitlement	Definition	System Support	Unified Communications	Service Level
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included	Included	Remote initiation within two (2) business hours, Monday through Friday, during standard hours (8 am-5 pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included	Included	Remote response within (8) business hours, Monday through Friday during standard hours (8 am-5 pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included	Not Included	Onsite response within eight (8) business hours, Monday through Friday, during standard hours (8 am-5 pm local time, excluding holidays)
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components. Does not include consumables or obsolete equipment.	Included	Included	Repair and/or replacement is manufacturer dependent. Loaner Equipment on Best Effort basis
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included	Included	
System Training	AVI Systems conducts user training to cover the operation of the system and how to contact AVI Systems for support. Technical, Administrative,	Included	Not Included	Remote user training, scheduled at least one (1) week in advance

	or Product Specific training is available separately from this agreement.			
System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Included	Not Included	Two (2) System Health Checks per year, each scheduled at least one (1) week in advance
Asset Management	AVI Systems tracks asset information for Systems.	Included	Included	

CUSTOMER CARE DEFINITIONS

System – the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Priority Support – all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work.

Remote Support – a service whereby remote calls are made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Onsite Support - Service level response assumes the client location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the client's location is beyond 60 miles of an AVI Systems Service Center.

Consumables – parts such as recording media, batteries, projection lamps, bulbs, etc. Consumables are parts that are not included in this Agreement.

Obsolete Equipment – items (though possibly still in use) that are outdated with no manufacturer support or parts availability or products with the formal end of life as defined by their manufacturer. Obsolete Equipment is parts that are not included under this Agreement.

Loaner Equipment – tabletop LCD projectors and flat-screen monitors under 50". Tabletop projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Best Effort – AVI Systems strives to provide the Service or repair any Incident in an appropriate and generally accepted manner using the resources available but makes no promise in this reference.

Advanced Parts Replacement - Provides for recycling of equipment covered in a system or consumables with no additional fees. Includes coverage for shipping to/from the manufacturer for equipment sent for warranty diagnosis, repair, or exchange.

Software Update Assistance – revisions of existing software, which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact the ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separately from this agreement.

CUSTOMER CARE - UNIFIED COMMUNICATIONS

Remote Technical Support

- Help Desk phone number: 866-836-8277
- Help Desk email: prosupport@avisystems.com

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or the System Support Agreement invoice date, whichever is applicable. Coverage will extend for the duration specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance, or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems, prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance, or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) the Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning, and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

UNIFIED COMMUNICATIONS TERMS

Coverage Dates – Unless otherwise stated, the service coverage start date for Unified Communications Support Services for new unified communications infrastructure equipment will be the shipped date from the manufacturer, and coverage will extend for the duration of time specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. The start date for Unified Communications Support Services purchased to cover existing equipment is established by the manufacturer, and the coverage will extend for the duration specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement.

Unified Communications Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Anthony Sumner	Marketing and Communications / Administration	02/27/2024

DESCRIPTION:

Resolution Authorizing a Retail Sales Agreement with AVI Systems, Inc. for The Village of Bensenville Admin Conference Room 201 In the Not to Exceed Amount of $45,510.00

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
COW 4-0	02/20/24

BACKGROUND:

The Village of Bensenville is renovating the 2nd Floor Admin Conference Room 201 to accommodate video presentations and video conferencing calls. AVI will provide and install an advanced system allowing for local wired/wireless presentation and wired/wireless BYOD/BYOM video conferencing from user laptops to a large display and USB video bar. Additional features include a control system with tabletop touch panel allowing for selecting owner-furnished Roku streaming set top box or selectable video feed from boardroom system, and in-room credenza rack for AV equipment.
This quote is for Version 2 Advanced Solution.

KEY ISSUES:

Final stage of Senior / Community Center Build Out - moving of original conference room.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing a Retail Sales Agreement with AVI Systems, Inc. for The Village of Bensenville Admin Conference Room 201 In the Not to Exceed Amount of $45,510.00.

BUDGET IMPACT:

2024 CIP budgeted amount of $45,510.00.

ACTION REQUIRED:

Approval of the Resolution Authorizing a Retail Sales Agreement with AVI Systems, Inc. for The Village of Bensenville Admin Conference Room 201 In the Not to Exceed Amount of $45,510.00.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/6/2024	Cover Memo
Agreement	2/6/2024	Cover Memo

RESOLUTION NO. _____

AUTHORIZING A RETAIL SALES AGREEMENT WITH AVI SYSTEMS, INC. FOR THE VILLAGE OF BENSENVILLE ADMIN CONFERENCE ROOM 201 IN THE NOT TO EXCEED AMOUNT OF $45,510.00

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "VIILAGE") 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, for the past several years AVI System, has handled our instillations, integration and servicing of visual communications technologies in the Board Room and conference rooms; and

WHEREAS, AVI Systems have unique expertise in educational and government sector broadcasting; and

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

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

SECTION TWO: The Village Board hereby waives competitive bidding and authorizes the Village Manager to execute a purchase order and Retail Sales Agreement with AVI Systems, attached hereto and incorporated herein by reference as Exhibit "A" with such additions and revisions thereto as the Village Attorney shall require, in the amount of $45,510.00

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 27th day of February, 2024.

APPROVED:

_____

Frank DeSimone, Village President

ATTEST:

_____

Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

Retail Sales Agreement

Reference Number: 1239679
Prepared For: Bensenville, Village of
Attn: Anthony Sumner

Prepared By: Steve Johnson
Phone: (630)477-2325
Email: steve.johnson@avisystems.com

Date: February 05, 2024
Village of Bensenville - Admin Conference Room 201 - v2 Advanced 2024-02-05
Project:
Project Number:

AVI Systems Inc.
703 West Algonquin Road, Arlington Heights, IL 60005
Phone: (630)477-2300
Fax: (630)477-2301

INVOICE TO

Attn: Accounts Payable - Bensenville
Bensenville, Village of
12 S Center St
Bensenville, IL 60106

Phone: (630)766-8200
Email: ap@bensenville.il.us
Customer Number: 2600

SITE

Attn: Anthony Sumner
Bensenville Village Hall
12 S Center St
Bensenville, IL 60106

Phone: (630)350-3423
Email: asumner@bensenville.il.us

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	$23,637.00
Integration	$17,424.00
PRO Support	$3,424.00
Shipping & Handling	$1,025.00
Tax	$0.00
Grand Total	$45,510.00

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
PO Box 842607
Kansas City, MO 64184-2607

Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at http://www.avisystems.com/TermsofSale) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

	AVI Systems, Inc.
Company	Company
Signature	Signature
Printed Name	Printed Name Dey McDougald
Date	Date 2/5/24

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

Model #	Mfg	Description	Qty	Price	Extended
		Admin Conference Room 201			
FW75BZ40L	SONY	75IN BRAVIA 4K HDR PROFESSIONAL DISPLAY	1	$2,940.00	$2,940.00
LTM1U	CHIEF	Micro-Adjust Tilt Wall Mount, Large	1	$304.00	$304.00
FCAV1U	CHIEF	FUSION PULLOUT	1	$357.00	$357.00
CSMP9X12	CHIEF	PROX,MOUNT PLATE,9X12	1	$45.00	$45.00
DL-UHDILC	LIBERTY AV	IN-LINE HDMI CONTROLLER	1	$224.00	$224.00
R9861622USB2	BARCO	CX-50 GEN2 set, certified in line with North American wireless requirements & TAA compliant	1	$3,333.00	$3,333.00
OFE	OWNER	Owner-furnished Laptop PC	2	$0.00	$0.00
AC-EX70-444-TNE	AVPRO	HDBaseT (CAT6) Transmitter ONLY. ICT 18G, 70m 4K (100m HD) Slim TX with I-Pass, Bi-Directional Powe	2	$464.00	$928.00
OFE	OWNER	Owner-furnished ROKU Set Top Box	1	$0.00	$0.00
D4100	VISIONARY SOLU	PacketAV D4100	1	$750.00	$750.00
AC-CX62-AUHD	AVPRO	6x2 ConferX Auto Switching Matrix w/ HDBaseT Inputs and Outputs. Microphone, Volume and Line Level	1	$1,184.00	$1,184.00
AC-EX70-444-RNE-P	AVPRO	HDBaseT (CAT6) RECEIVER ONLY. ICT 18G, 70m 4K (100m HD) Slim Extender with I-Pass, Bi-Directional P	1	$494.00	$494.00
TOGGLE	INOGENI	USB 3.0 SWITCHER	1	$425.00	$425.00
875H3AA	HP POLY	Poly AOC (25M), USB 3.1 Active Optical Cable	1	$845.00	$845.00
8D8K2AA#ABA	HP POLY	Poly X52 AVB U.S. - All-In-One Video Bar	1	$3,648.00	$3,648.00
875L9AA	HP POLY	Poly Studio X52 Optional VESA Mounting Kit.	1	$230.00	$230.00
OFE	OWNER	Owner-furnished Credenza for Rack	1	$0.00	$0.00
GSM4212P-100NAS	NETGEAR	M4250-10G2F-POE+ MANAGED SWITCH	1	$600.00	$600.00
CORE 8 FLEX	QSC	Unified Core with 8 local audio I/O channels, 64x64 network I/O channels with 8x8 Software-based Dan	1	$2,344.00	$2,344.00
SLMST-8N-P	QSC	Q-SYS license for Microsoft Teams Room software features, enables both Q-SYS Scripting and UCI Deplo	1	$280.00	$280.00
TSC-101-G3	QSC	Q-SYS 10.1" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1	$2,536.00	$2,536.00
TSC-710T-G3	QSC	Table top mounting accessory for TSC-70W-G3 and TSC-101W-G3	1	$364.00	$364.00
OFE	OWNER	Owner-furnished Table Cubbies	2	$0.00	$0.00
CFR-12-20	MIDDLE ATLANTI	12SPCABINET FRAME RK20D	1	$475.00	$475.00
5-RS20	MIDDLE ATLANTI	20"SLIM5 BOT RUNNER SET	1	$53.00	$53.00
U1V	MIDDLE ATLANTI	1SP VENTED UTILITY SHELF	2	$60.00	$120.00
EB1	MIDDLE ATLANTI	1SP FLANGED ECONO BLANK	4	$13.00	$52.00
CAB-COOL-2	MIDDLE ATLANTI	CABINET COOL SYSTEMDUAL	2	$270.00	$540.00
PDX-920R	MIDDLE ATLANTI	20A 9 OUT MULTI-STAGE SURGE W/CTRL	1	$341.00	$341.00
D2	MIDDLE ATLANTI	2SP ANODIZED DRAWER	1	$225.00	$225.00
		Sub-Total: Admin Conference Room 201			**$23,637.00**

Integration

Project Management
Programming
In Shop Fabrication
On Site Integration
Testing & Acceptance
Integration Cables & Connectors
Engineering & Drawings
Training

Sub-Total: Integration **$17,424.00**

Total: **$41,061.00**

PRO SUPPORT:

Model #	Mfg	Description	Qty	Price	Extended
P1S18762	AVI SYSTEMS	POLY STUDIO X52 - One Year AVI UC Support Standard (8-5 M-F)	1	$549.00	$549.00
AVISSA1YR	AVI SYSTEMS	1 Year System Support Agreement	1	$2,875.00	$2,875.00

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY: The Village of Bensenville is renovating the 2nd Floor Admin Conference Room 201 to accommodate video presentations and video conferencing calls. AVI will provide and install an advanced system allowing for local wired/wireless presentation and wired/wireless BYOD/BYOM video conferencing from user laptops to a large display and USB videobar. Additional features include a control system with tabletop touchpanel allowing for selecting owner-furnished ROKU streaming set top box or selectable video feed from boardroom system, and in-room credenza rack for AV equipment.
This quote is for Version 2 Advanced Solution

B. SYSTEM DESCRIPTION:
Admin Conference Room 201

- Functionality Description: Admin Conference Room 201 is currently undergoing renovation/construction to accommodate group meetings and video conferencing. Room dimensions are 20'-8" D x 20' W x 9'-6" H, 2x2 ACT ceiling tiles, and 17' to farthest viewer at conference table. The rectangular conference table seats 8-12 people and will have (2) owner-furnished table cubbies with HDMI feedthrough connectors, power, data, and grommet holes for additional AV/USB cables. New technology will feature a 75" commercial display, USB video soundbar, HDMI connectivity for up to (2) laptop PCs; USB connectivity to (1) laptop PC. The HDMI connections will allow for wired laptop presentation to the display and be automatically switched based on connected laptop. USB connectivity at the table, automatically switchable between 1 connected laptop or wirelessly to the Barco Clickshare device, will allow for Bring Your Own Device (BYOD) meetings leveraging the all-in-one conferencing videobar allows for hybrid video conferencing using a user's laptop, allowing freedom in conferencing platform. Table HDMI inputs, ROKU, and Boardroom feed will be routed through an HDMI switcher in the rack and selectable from the touchpanel.
- Displays:
  - 75" Display on East wall
  - Large tilt mount with pull-out accessory
  - Storage bracket for small devices behind display
  - In-line HDMI controller for automatic display power on/off standby based on connected sources.
    EDID will be set for highest possible resolution to accommodate all variable sources.
- Source Devices and video switching:
  - (2) wired HDMI connections at table (1 per table cubby) connected to HDMI HDBaseT extending transmitters mounted below the table.
  - (1) Owner-furnished ROKU streaming set top box, connected to HDMI input 2 of display. Audio from ROKU will come through TV speakers only. User must switch TV inputs using remote control.
  - (1) Visionary Solutions AV-over-IP decoder feed from Boardroom selectable source (cameras, switched feed, etc.)
  - (1) 6-input HDMI/HDBaseT switcher in rack.
    Output from switcher will connect to (1) HDMI extending receiver behind the display connected to either the HDMI input of videobar or Clickshare (TBD). Output of videobar or Clickshare will connect to HDMI Input 1 of display.
  - Wireless video content sharing via Barco Clickshare (w/2 USB-C pucks for laptop connection)
- Audio:
  - Videobar with onboard microphones and speakers
- Conferencing:
  - (1) Poly X52 all-in-one videobar configured as USB peripheral.
  - Video conferencing is managed by the user's personal device (Zoom, Teams, etc.)
  - (1) wired USB connections at table (1 per table cubby) connected to USB autoswitcher behind the display. Videobar will connect via USB to either the Barco Clickshare for wireless conferencing (w/USB-C pucks for laptop connection) or to the table USB for wired conferencing.
  - The user connects their device to USB cable and selects the videobar (camera/mic/speakers) from within their conferencing application settings.
  - The USB switcher will be configured for automatic connection to the last-connected user laptop.
  - USB peripherals may be used with any conferencing software hosted on the user's device by selecting the "Poly Studio X52 device in their sound and video settings menu
- Controls:
  - QSYS control system (rackmounted) with 10" wired tabletop Touchpanel at conference table.
    - Includes scripting and UCI licensing.
    - Display power on/off (RS-232 or LAN)
    - Default video source on display
    - HDMI source switching (table HDMI inputs, Roku streaming set top box, Boardroom/cam feeds)
      - Visionary Solutions feeds will show viewable thumbnails of each source, leveraged from the corresponding Q-SYS plug-in.
      - User will choose the preferred feed to the single streaming decoder on a case-by-case basis.
    - USB conferencing connection (wired table connection or wireless via Barco Clickshare)
      - RS-232 control from QSYS to USB Toggle Switch

            - Boardroom feed selection from existing Visionary Solutions AV-over-IP network.
                - selectable from different camera feeds or switched boardroom program feed, etc.
                - Video previews available on touchscreen controller.
            - Q-SYS plug-in for Clickshare to connect to, control, and view the status of a Barco ClickShare CX Series Wireless Conferencing System.
            - (1) small AV POE network switch in rack.
        - Audio volume is managed by the user's presentation device
        - Meeting controls are managed by the user's presentation device
- Equipment Location:
    - As noted above.
    - All headend equipment will reside in a 12-space equipment rack inside of owner-furnished credenza at side of room.
        - Includes runner kit, shelves/blanks, power distribution/surge protection, fan system, etc.
    - Videobar installed beneath display on VESA mount

Site installation will use prevailing wage rates
Includes up to (2) hours of end-user training.

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Firewall, ceiling, roof, and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements, and/or repair
- Structural support of equipment *AVI Systems is not responsible for building-related vibrations
- Installation of the ceiling-mounted projection screen
- All millwork (moldings, trim, cutouts, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated, the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted, lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors include electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before the scheduling of the installation. All work areas should be clean and dust free prior to the beginning of the on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to the site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented with a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building/facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling are to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations, including IP addresses, are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on drawings/correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services, AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure, and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during the integration effort, which are different from those documented, may affect the price of the

system solution, integration, or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service Transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to the system processor and its control applications
- Powering up and powering down the AV system via the control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Whom to call when help is required

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials, and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility for the equipment integration.
- Provide systems configuration, checkout, and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer-supplied equipment documentation.
- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of any ceiling-mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring, and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduits, wiring, and devices for technical power to the AV systems equipment.
- Provide reasonable access of AVI Systems personnel to the facilities during periods of integration, testing, and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

ENGINEERING SERVICES

ENGINEERING SCOPE OF WORK

AVI will provide system drawings including floorplans, mounting details, & connectivity flows.

CUSTOMER CARE

CUSTOMER CARE SERVICES TO BE PROVIDED

Customer Care is the ongoing care and maintenance services delivered to keep your System(s) functioning as originally designed and installed. AVI Systems will perform the services below, as further described in the Definitions, for covered Systems.

Customer Care Entitlement Matrix

Entitlement	Definition	System Support	Unified Communi	Service Level

			cations	
Incident Management	AVI Systems provides Priority Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Included	Included	Remote initiation within two (2) business hours, Monday through Friday, during standard hours (8 am-5 pm local time, excluding holidays)
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and resolve incidents.	Included	Included	Remote response within (8) business hours, Monday through Friday during standard hours (8 am-5 pm local time, excluding holidays)
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the client location to diagnose and resolve an Incident.	Included	Not Included	Onsite response within eight (8) business hours, Monday through Friday, during standard hours (8 am-5 pm local time, excluding holidays)
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components. Does not include consumables or obsolete equipment.	Included	Included	Repair and/or replacement is manufacturer dependent. Loaner Equipment on Best Effort basis
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents	Included	Included	
System Training	AVI Systems conducts user training to cover the operation of the system and how to contact AVI Systems for support. Technical, Administrative, or Product Specific training is available separately from this agreement.	Included	Not Included	Remote user training, scheduled at least one (1) week in advance
System Health Checks	AVI Systems personnel perform preventative maintenance. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Included	Not Included	Two (2) System Health Checks per year, each scheduled at least one (1) week in advance
Asset Management	AVI Systems tracks asset information for Systems.	Included	Included	

CUSTOMER CARE DEFINITIONS

System – the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Priority Support – all work under AVI Systems support agreements with Customers is scheduled ahead of any other on-demand work.

Remote Support – a service whereby remote calls are made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Onsite Support - Service level response assumes the client location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the client's location is beyond 60 miles of an AVI Systems Service Center.

Consumables – parts such as recording media, batteries, projection lamps, bulbs, etc. Consumables are parts that are not included in this Agreement.

Obsolete Equipment – items (though possibly still in use) that are outdated with no manufacturer support or parts availability or products with the formal end of life as defined by their manufacturer. Obsolete Equipment is parts that are not included under this Agreement.

Loaner Equipment – tabletop LCD projectors and flat-screen monitors under 50". Tabletop projectors are not integrated into a system. Flat screen monitors will be installed onto a wall if reasonably possible.

Best Effort – AVI Systems strives to provide the Service or repair any Incident in an appropriate and generally accepted manner using the resources available but makes no promise in this reference.

Advanced Parts Replacement - Provides for recycling of equipment covered in a system or consumables with no additional fees. Includes coverage for shipping to/from the manufacturer for equipment sent for warranty diagnosis, repair, or exchange.

Software Update Assistance – revisions of existing software, which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact the ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separately from this agreement.

CUSTOMER CARE - UNIFIED COMMUNICATIONS

Remote Technical Support

- Help Desk phone number: 866-836-8277
- Help Desk email: prosupport@avisystems.com

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or the System Support Agreement invoice date, whichever is applicable. Coverage will extend for the duration specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.
Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance, or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems, prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance, or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) the Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning, and humidity control.
Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

UNIFIED COMMUNICATIONS TERMS
Coverage Dates – Unless otherwise stated, the service coverage start date for Unified Communications Support Services for new unified communications infrastructure equipment will be the shipped date from the manufacturer, and coverage will extend for the duration of time specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. The start date for Unified Communications Support Services purchased to cover existing equipment is established by the manufacturer, and the coverage will extend for the duration specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement.
Unified Communications Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Chris Dusza	Public Works	February 27, 2024

DESCRIPTION:

Resolution Authorizing the Execution of a Purchase Order to Roesch Ford for the Purchase of Public Works and Police Vehicles in the Not-to-Exceed Amount of $677,256

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
Unanimously approved 4-0	February 20, 2024

BACKGROUND:

The CY2024 Capital Investment Plan includes the purchase of multiple Ford vehicles for multiple Departments. As part of our agreement with Roesch Ford, they provide the vehicles to the Village at the lowest government pricing available.

Many of the vehicles being purchased also include upfit costs that may be included in the Ford pricing, while others are done aftermarket. The aftermarket upfits will either be done administratively (under $10,000) or be brought back to the Village Board if greater than $10,000.

KEY ISSUES:

By way of our agreement with Roesch Ford of Bensenville to provide the Village with State purchase vehicles at or below State Bid pricing, the cost of the vehicles is as follows:

Vehicle Make / Model	Vehicle ID	Cost
2025 Ford Police Interceptor SUV	302	$50,443
2025 Ford Police Interceptor SUV	303	$50,443
2025 Ford Police Interceptor SUV	309	$50,443
2024 Ford 150 Pickup	200	$67,498
2024 Ford F250 Pickup (w/ plow)	219	$50,318
2024 Ford F250 Pickup (w/ plow)	222	$50,318
2024 F550 Utility Truck w/ crane	243	$173,356
2024 Ford Escape PHEV	501	$42,823
2024 Ford Escape PHEV	506	$42,823
2024 Ford Escape PHEV	510	$42,823
2024 Ford Transit 250 Medium Roof	1792	$55,968

Total		$677,256

ALTERNATIVES:
Discretion of the Village Board.

RECOMMENDATION:
Staff recommends approval of the Resolution Authorizing the Execution of a Purchase Order to Roesch Ford for the Purchase of Public Works and Police Vehicles in the Not-to-Exceed Amount of $677,256.

BUDGET IMPACT:
The CY24 Capital Investment Plan included funds in the amount of $745,000 in Account Number 31580490 595000. Additional costs will be incurred for the upfits.

ACTION REQUIRED:
Approval of a Resolution Authorizing the Execution of a Purchase Order to Roesch Ford for the Purchase of Public Works and Police Vehicles in the Not-to-Exceed Amount of $677,256.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/15/2024	Cover Memo
QUOTES - Roesch Ford	2/14/2024	Backup Material

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER TO ROESCH FORD FOR THE PURCHASE OF PUBLIC WORKS AND POLICE VEHICLES IN THE NOT-TO-EXCEED AMOUNT OF $677,256

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

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

WHEREAS the Village owns and maintains a fleet of vehicles for the purpose of servicing the public, and

WHEREAS from time-to-time vehicles are replaced and or purchased for the purpose of better serving the community, and

WHEREAS the Village has budgeted for the replacement of multiple vehicles in the CY2024 Community Investment Plan (CIP), and

WHEREAS as part of our agreement with Roesch Ford of Bensenville, they provide the vehicles to the Village at the lowest government pricing available, and

WHEREAS Roesch Ford has provided costs for the purchase and delivery of eleven (11) Ford vehicles in the amount of $677,256.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution Authorizing the Execution of a Purchase Order to Roesch Ford for the Purchase of Public Works and Police Vehicles in the Not-to-Exceed Amount of $677,256.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 27, 2024.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

303 W. Grand Ave,
Bensenville, IL 60106.
Tel: (630) 279 - 6000
Fax: (630) 451 - 3509
www.roeschford.com

Roesch Ford Truck Center

Buyer	Village of Bensenville		
Co-Buyer			
Street	717 E Jefferson St		
City, St, Zip	Bensenville, IL, 60106	County	DuPage
Phone	630-350-3433	Fax	Date 02/08/24
Contact	Chris Dusza	Email	cdusza@bensenville.il.us

MAKE	MODEL	COLOR	STK#	YEAR
Ford	Escape	Star White Metallic	Factory Order	2024
BODY STYLE	**TYPE OF SALE**	**SALESPERSON**	**VIN#**	
SUV	Cash	Alex Reynolds	TBD	

PLEASE TAKE NOTICE: THIS ORDER IS NOT VALID UNLESS SIGNED BY MANAGEMENT OF ROESCH FORD

11. Any **USED** motor vehicle sold to Purchaser by Dealer under this Order is sold at the time of delivery by Dealer without any guarantee or warranty, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this order or in a separate writing furnished to Purchaser by Dealer.

Signature of Customer _____

4 Ford Escape PHEV Hybrid 4x2 / 2.5L I-VCT ATK I-4 Hybrid Engine / ECVT Transmission / 106.7" Wheelb	$42,650.00
225/60R18 100H A/S BSW Tires / Front & Rear Floor Liners w/o Carpeted Mats	
Star White Metallic (Only White Option) / Partial Vinyl & Cloth Seats	
**********UNIT #501 UNIT #506 UNIT #510 **********	

VEHICLE PAYOFF INFORMATION

COMPANY

ADDRESS

PHONE

CONTACT

ACCOUNT# GOOD UNTIL

DESCRIPTION OF USED TRUCK TRADE-IN

YEAR	MODEL	MAKE
BODY STYLE	SERIAL #	

TOTAL CASH SALE PRICE	$42,650.00
Trade-in Value	$0.00
Sub-Total	$42,650.00
Electronic Registration Tax	$0.00
Sales tax	$0.00
License & Title	$173.00
Drive Away	$0.00
Documentation	$0.00
Safety Inspection	$0.00
Cook County Use Tax (1.00%)	$0.00
Add Payoff	$0.00
TOTAL CASH DELIVERED PRICE	$42,823.00
Extended Service Plan	
Rebate	$0.00
Deposit Receip	
C.O.D.	$42,823.00
Contract	

1)This agreement is subject to the additional terms and conditions on the back of this order
2)No other agreement, verbal or otherwise, will be honored. Read this order on both sides to avoid any misunderstandings
3)Sales Tax to be calculated based on IL state tax law in effect at time of delivery

I AGREE TO THE TERMS & CONDITIONS HEREIN	SALES ASSOCIATE	APPROVED BY

303 W. Grand Ave,
Bensenville, IL 60106.
Tel: (630) 279 - 6000
Fax: (630) 451 - 3509
www.roeschford.com

Roesch Ford Truck Center

Buyer	Village of Bensenville		
Co-Buyer			
Street	717 E Jefferson St		
City, St, Zip	Bensenville, IL, 60106	County	DuPage
Phone	630-350-3433	Fax	Date 02/08/24
Contact	Chris Dusza	Email	cdusza@bensenville.il.us

MAKE	MODEL	COLOR	STK#	YEAR
Ford	F-150	Oxford White	Factory Order	2024
BODY STYLE	**TYPE OF SALE**	**SALESPERSON**	**VIN#**	
Pick-Up	Cash	Alex Reynolds	TBD	

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Signature of Customer _____

2024 Ford F-150 4x4 Lariat / 3.5L Powerboost Hybrid Engine / 145" Wheelbase / 502A	$67,325.00
275/60R20 BSW All-Terrain / 3.73 Electronic Locking RR Axle / Twin Panel Moonroof	
7400 GVWR / Platform Running Boards / Spray In Bedliner / Wireless Chargin Pad	
20" Chrome-like Wheels / Partitioned Lockable Storage / B&O Unleashed Sound system	
**********UNIT #200 **********	

VEHICLE PAYOFF INFORMATION

COMPANY

ADDRESS

PHONE

CONTACT

ACCOUNT# GOOD UNTIL

DESCRIPTION OF USED TRUCK TRADE-IN

YEAR	MODEL	MAKE
BODY STYLE	SERIAL #	

TOTAL CASH SALE PRICE	$67,325.00
Trade-in Value	$0.00
Sub-Total	$67,325.00
Electronic Registration Tax	$0.00
Sales tax	$0.00
License & Title	$173.00
Drive Away	$0.00
Documentation	$0.00
Safety Inspection	$0.00
Cook County Use Tax (1.00%)	$0.00
Add Payoff	$0.00
TOTAL CASH DELIVERED PRICE	$67,498.00
Extended Service Plan	
Rebate	$0.00
Deposit Receipt	
C.O.D.	$67,498.00
Contract	

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3)Sales Tax to be calculated based on IL state tax law in effect at time of delivery

I AGREE TO THE TERMS & CONDITIONS HEREIN	SALES ASSOCIATE	APPROVED BY

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Bensenville, IL 60106.
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Roesch Ford Truck Center

Buyer	Village of Bensenville		
Co-Buyer			
Street	717 E Jefferson St		
City, St, Zip	Bensenville, IL, 60106	County	DuPage
Phone	630-350-3433	Fax	Date 02/08/24
Contact	Chris Dusza	Email	cdusza@bensenville.il.us

MAKE	MODEL	COLOR	STK#	YEAR
Ford	F250	Oxford White	Factory Order	2024
BODY STYLE	**TYPE OF SALE**	**SALESPERSON**	**VIN#**	
Pickup	Cash	Alex Reynolds	TBD	

PLEASE TAKE NOTICE: THIS ORDER IS NOT VALID UNLESS SIGNED BY MANAGEMENT OF ROESCH FORD

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Signature of Customer _____

2024 Ford F-250 Regular Cab 4x4 / XL Trim / 142" Wheelbase / 6.8L V8 Gas Engine / 10-Spd Auto	$50,145.00
LT245/75R17E BSW All-Terrain / 3.73 Electronic Locking Axle / Ford Pro Upfit Integ. System	
Platform Running Boards / 10,000 GVWR / Engine Block Heater / 120V / 400W Outlet	
Snow Plow Prep Package / Spare Tire and Wheel / Roof Clearance Lights / Jack / Upfitter Switches	
410 Amp Alternator / Remote Start System / Dual Battery / XL Chrome Pkg / Fog Lamps	
**********UNIT #222 & UNIT #219 **********	

VEHICLE PAYOFF INFORMATION

COMPANY

ADDRESS

PHONE

CONTACT

ACCOUNT# GOOD UNTIL

DESCRIPTION OF USED TRUCK TRADE-IN

YEAR	MODEL	MAKE
BODY STYLE	SERIAL #	

TOTAL CASH SALE PRICE	$50,145.00
Trade-in Value	$0.00
Sub-Total	$50,145.00
Electronic Registration Tax	$0.00
Sales tax	$0.00
License & Title	$173.00
Drive Away	$0.00
Documentation	$0.00
Safety Inspection	$0.00
Cook County Use Tax (1.00%)	$0.00
Add Payoff	$0.00
TOTAL CASH DELIVERED PRICE	$50,318.00
Extended Service Plan	
Rebate	$0.00
Deposit Receipt	
C.O.D.	$50,318.00
Contract	

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I AGREE TO THE TERMS & CONDITIONS HEREIN	SALES ASSOCIATE	APPROVED BY

303 W. Grand Ave,
Bensenville, IL 60106.
Tel: (630) 279 - 6000
Fax: (630) 451 - 3509
www.roeschford.com

Roesch Ford Truck Center

Buyer	Village of Bensenville		
Co-Buyer			
Street	12 S Center St		
City, St, Zip	Bensenville, IL, 60106	County	DuPage
Phone	(630) 816-0176	Fax	Date 12/20/23
Contact	Chris Dusza	Email	cdusza@bensenville.il.us

MAKE	MODEL	COLOR	STK#	YEAR
Ford	F550	White	FACTORY ORDER	2024
BODY STYLE	**TYPE OF SALE**	**SALESPERSON**	**VIN#**	
Reg Chas. Cab. 169" WB	Cash	Alex Reynolds		

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Signature of Customer _____

2024 Ford F550 Reg Chassis Cab / DRW / 169" Wheel base / XL Trim / Vinyl Seats	$55,353.00
7.3L V8 Gas Engine / 10-Spd Auto Transmission / 4.88 Limited Slip Axle / Payload Plus Pkg	
225/70R19.5G BSW Max Trac Tire / 19,500 GVWR / Engine Block Heater / 120v/400W Outlet	
Snow Plow Prep Package / Spare Tire and Wheel / Center High Mount Stop Lamp	
410 Amp Alternator / Dual Batter / Rear View Camera / Fog Lamps / Remote Start	
Chassis Undercoating	$450.00
Knapheide: 11' Crane Body w/ Torq-Isolator Crane Support System	$113,387.00
100 Gallon Water Tank With Hose Reel & 12 Volt Pump	$2,300.00
Additional Divider in Load Space With Four Slots	$850.00
Grip Step Black Aluminum Running Boards	$793.00

VEHICLE PAYOFF INFORMATION

COMPANY

ADDRESS

PHONE

CONTACT

ACCOUNT# GOOD UNTIL

DESCRIPTION OF USED TRUCK TRADE-IN

YEAR	MODEL	MAKE
BODY STYLE	SERIAL #	

TOTAL CASH SALE PRICE	$173,133.00
Trade-in Value	$0.00
Sub-Total	$173,133.00
Electronic Registration Tax	$0.00
Sales tax	$0.00
License & Title	$173.00
Drive Away	$0.00
Documentation	$0.00
Safety Inspection	$50.00
Cook County Use Tax (1.00%)	$0.00
Add Payoff	$0.00
TOTAL CASH DELIVERED PRICE	$173,356.00
Extended Service Plan	
Rebate	$0.00
Deposit Receipt	
C.O.D.	$173,356.00
Contract	

1)This agreement is subject to the additional terms and conditions on the back of this order
2)No other agreement, verbal or otherwise, will be honored. Read this order on both sides to avoid any misunderstandings
3)Sales Tax to be calculated based on IL state tax law in effect at time of delivery

I AGREE TO THE TERMS & CONDITIONS HEREIN	SALES ASSOCIATE	APPROVED BY

303 W. Grand Ave,
Bensenville, IL 60106.
Tel: (630) 279 - 6000
Fax: (630) 451 - 3509
www.roeschford.com

Roesch Ford Truck Center

Buyer	Village of Bensenville		
Co-Buyer			
Street	717 E Jefferson St		
City, St, Zip	Bensenville, IL, 60106	County	DuPage
Phone	630-350-3433	Fax	Date 02/08/24
Contact	Chris Dusza	Email	cdusza@bensenville.il.us

MAKE	MODEL	COLOR	STK#	YEAR
Ford	Transit 250	Oxford White	Factory Order	2024
BODY STYLE	**TYPE OF SALE**	**SALESPERSON**	**VIN#**	
MR Cargo	Cash	Alex Reynolds	TBD	

PLEASE TAKE NOTICE: THIS ORDER IS NOT VALID UNLESS SIGNED BY MANAGEMENT OF ROESCH FORD

11. Any **USED** motor vehicle sold to Purchaser by Dealer under this Order is sold at the time of delivery by Dealer without any guarantee or warranty, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this order or in a separate writing furnished to Purchaser by Dealer.

Signature of Customer _____

2024 Ford Transit 250 Medium Roof Cargo Van / AWD / 148" Wheelbase / 3.5L PFDI V6 (Gas)	$55,795.00
65R16C BSW All-Season Tires / 3.73 Limited Slip Axle / 9150# GVWR Package / Interior Up Package- Ca	
Front & Rear Vinyl Floor Covering / 2-Way Driver & Passenger Cloth / Short Arm Power Mirrors	
Illuminated Sun Virsors / Dark Palazzo Gray Cloth Interior / Heavy Duty Trailer Tow Pkg	
**********UNIT #1792 **********	

VEHICLE PAYOFF INFORMATION

COMPANY

ADDRESS

PHONE

CONTACT

ACCOUNT# GOOD UNTIL

DESCRIPTION OF USED TRUCK TRADE-IN

YEAR	MODEL	MAKE
BODY STYLE	SERIAL #	

TOTAL CASH SALE PRICE	$55,795.00
Trade-in Value	$0.00
Sub-Total	$55,795.00
Electronic Registration Tax	$0.00
Sales tax	$0.00
License & Title	$173.00
Drive Away	$0.00
Documentation	$0.00
Safety Inspection	$0.00
Cook County Use Tax (1.00%)	$0.00
Add Payoff	$0.00
TOTAL CASH DELIVERED PRICE	$55,968.00
Extended Service Plan	
Rebate	$0.00
Deposit Receip	
C.O.D.	$55,968.00
Contract	

1)This agreement is subject to the additional terms and conditions on the back of this order
2)No other agreement, verbal or otherwise, will be honored. Read this order on both sides to avoid any misunderstandings
3)Sales Tax to be calculated based on IL state tax law in effect at time of delivery

I AGREE TO THE TERMS & CONDITIONS HEREIN	SALES ASSOCIATE	APPROVED BY

303 W. Grand Ave,
Bensenville, IL 60106.
Tel: (630) 279 - 6000
Fax: (630) 451 - 3509
www.roeschford.com

Roesch Ford Truck Center

Buyer	Village of Bensenville		
Co-Buyer			
Street	717 E Jefferson St		
City, St, Zip	Bensenville, IL, 60106	County	DuPage
Phone	630-350-3433	Fax	Date 02/08/24
Contact	Chris Dusza	Email	cdusza@bensenville.il.us

MAKE	MODEL	COLOR	STK#	YEAR
Ford	Explorer	Agate Black	Factory Order	2024
BODY STYLE	**TYPE OF SALE**	**SALESPERSON**	**VIN#**	
SUV	Cash	Alex Reynolds	TBD	

PLEASE TAKE NOTICE: THIS ORDER IS NOT VALID UNLESS SIGNED BY MANAGEMENT OF ROESCH FORD

11. Any **USED** motor vehicle sold to Purchaser by Dealer under this Order is sold at the time of delivery by Dealer without any guarantee or warranty, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this order or in a separate writing furnished to Purchaser by Dealer.

Signature of Customer _____

2025 Ford Explorer Police Interceptor AWD / 3.0L Ecoboost V6 (Gas) / 10-Spd Auto	$50,270.00
Cloth Bucket / Vinyl Rear Seats / Ebony Interior / Police Engine Idle Feature	
Driver Side LED Spot Lamp / Keyless Entry - 4 Fobs / Noise Suppression Bond Straps	
Tail Lamp Lighting Solution / Perimeter Alarm / Rear Door Handle & Locks Inop	
Reverse Sensing System / Rear Taillamp Housing	
**********UNIT #302 UNIT #303 UNIT #309 **********	

VEHICLE PAYOFF INFORMATION

COMPANY

ADDRESS

PHONE

CONTACT

ACCOUNT# GOOD UNTIL

DESCRIPTION OF USED TRUCK TRADE-IN

YEAR	MODEL	MAKE
BODY STYLE	SERIAL #	

TOTAL CASH SALE PRICE	$50,270.00
Trade-in Value	$0.00
Sub-Total	$50,270.00
Electronic Registration Tax	$0.00
Sales tax	$0.00
License & Title	$173.00
Drive Away	$0.00
Documentation	$0.00
Safety Inspection	$0.00
Cook County Use Tax (1.00%)	$0.00
Add Payoff	$0.00
TOTAL CASH DELIVERED PRICE	$50,443.00
Extended Service Plan	
Rebate	$0.00
Deposit Receipt	
C.O.D.	$50,443.00
Contract	

1)This agreement is subject to the additional terms and conditions on the back of this order
2)No other agreement, verbal or otherwise, will be honored. Read this order on both sides to avoid any misunderstandings
3)Sales Tax to be calculated based on IL state tax law in effect at time of delivery

I AGREE TO THE TERMS & CONDITIONS HEREIN	SALES ASSOCIATE	APPROVED BY

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Jeff Maczko	Public Works	February 27, 2024

DESCRIPTION:

Resolution Appropriating the Use of Motor Fuel Tax (MFT) Funds to Pay For Roadway Related General Maintenance in the Amount of $300,000 from January 1, 2024 to December 31, 2024

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Unanimously approved 4-0

DATE: February 20, 2024

BACKGROUND:

The Village receives a monthly allotment of the MFT funds from the State of Illinois. The Illinois Department of Transportation (IDOT) is the state agency assigned to oversee the disbursement of the MFT funds by municipalities. MFT funds are only allowed to be spent towards roadway improvements and/or related maintenance.

Each municipality must first appropriate the estimated MFT funds to be spent on general maintenance in any given year using IDOT form BLR 14220. These funds can be spent once authorized by IDOT. Once authorized by IDOT, they will reduce the Village's unobligated MFT balance on their books by the approved amount. Any monies spent over the authorized amount will require the municipality to approve a supplemental resolution while any monies under spent will be credited back to the unobligated balance during the next audit cycle.

KEY ISSUES:

In order to utilize MFT funds for projects, IDOT must approve the allocation prior to the bidding of the project. The Village has two annual projects, Sidewalk Removal and Replacement & Pavement Patching, that have been identified for use of MFT funding in 2024. We plan to bid these projects before the end of April. Therefore, it is critical to get the Resolution to IDOT as soon as possible for us to move forward with the bidding.

This year's general maintenance program will include Sidewalk R&R in the estimated amount of $100,000, and pavement patching in the estimated amount of $200,000.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff recommends approval of the Resolution for Maintenance Under the under the Illinois Highway Code – IDOT form BLR 14220 in the amount of $300,000.

BUDGET IMPACT:

The Village has budgeted the following items in our maintenance program - Sidewalk Program - $100,000 and Pavement Patching - $200,000 from the Motor Fuel Tax Fund.

The Villages current unobligated MFT fund balance will be reduced by $300,000 upon authorization by IDOT.

ACTION REQUIRED:

Approval of a Resolution Appropriating the Use of MFT Funds to Pay for Roadway Related General

Maintenance in the Amount of $300,000 from January 1, 2024, to December 31, 2024.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/9/2024	Resolution Letter
Exhibit 'A' - IDOT Resolution Form BLR 14220	2/9/2024	Backup Material

RESOLUTION NO. _____

RESOLUTION APPROPRIATING THE USE OF MOTOR FUEL TAX (MFT) FUNDS TO PAY FOR ROADWAY RELATED GENERAL MAINTENANCE IN THE AMOUNT OF $300,000 FROM JANUARY 1, 2024 TO DECEMBER 31, 2024.

WHEREAS the Village of Bensenville receives monthly allotment of the Motor Fuel Tax (MFT) funds from Illinois Department of Transportation (IDOT); and

WHEREAS the MFT funds can only be used towards certain roadway related maintenance and improvements; and

WHEREAS the Village intends to appropriate the use of MFT Funds in the amount of $300,000.00 to pay for roadway related general maintenance between Jan 1, 2024 to Dec 31, 2024;and

WHEREAS the Village will perform two annual maintenance programs with these MFT Funds, sidewalk removal and replacement and pavement patching.

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 and approves the attached Resolution appropriating the Motor Fuel Tax Funds to pay or roadway related general maintenance in the amount of $300,000.00 from Jan 1, 2024 to Dec 31, 2024 as outlined in the IDOT Resolution attached hereto as "Exhibit A".

SECTION THREE: The Village President or his/her designee 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 attached IDOT Resolution.

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 January February 27, 2024.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

EXHIBIT 'A'

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
1	DuPage		Original	24-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees (Governing Body Type) of the Village (Local Public Agency Type) of Bensenville (Name of Local Public Agency) Illinois that there is hereby appropriated the sum of Three Hundred Thousand and 00/100 ---------- Dollars ($300,000.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/24 (Beginning Date) to 12/31/24 (Ending Date).

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village (Local Public Agency Type) of Bensenville (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Nancy Quinn (Name of Clerk) Village (Local Public Agency Type) Clerk in and for said Village (Local Public Agency Type) of Bensenville (Name of Local Public Agency) in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the President and Board of Trustees (Governing Body Type) of Bensenville (Name of Local Public Agency) at a meeting held on 02/27/24 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 27 (Day) day of February, 2024 (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Erik Lanphier	Public Works	February 27, 2024

DESCRIPTION:
Resolution Authorization the Execution of a Contract with Dahme Mechanical Inc. for the Removal and Replacement of all Four Influent Screw Pump's Lower Bearing Seals in the Not-to-Exceed Amount of $19,888

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:
Unanimously approved 4-0.

DATE:
February 20, 2024

BACKGROUND:
Staff observed in 2023 that the lower bearing grease pumps utilize grease to lubricate the lower bearings of the WWTP influent screw pumps, but see no discharge of the grease into the waste grease canisters. Lower bearing seals provide protection to the lower bearings from contaminants as well as keeping the grease positively lubricating the bearings. The seals allow the clean grease that is being pumped into the bearings to replace the old grease by forcing the old grease out of the discharge when new grease is added. In order to correct this problem and make sure we get the most life out of our screw pumps, these seals need to be replaced.

KEY ISSUES:
Staff solicited proposals from four qualified candidates.

Dahme Mechanical Inc.	$19,888
DPS Mechanical	$20,000
Helm Mechanical	$65,000
Hayes Mechanical	$70,625

Staff has worked well with Dahme on multiple projects in the past and recommend their approval.

ALTERNATIVES:
Discretion of the Village Board.

RECOMMENDATION:
Staff recommends approval of the Resolution Authorization the Execution of a Contract with Dahme Mechanical Inc. for the Removal and Replacement of all Four Influent Screw Pump's Lower Bearing Seals in the not-to-exceed amount of $19,888.

BUDGET IMPACT:
The CY2024 budget includes $135,000 in Acct. No.51080870-594000-24301.

The Screw Pump #2 & #3 Isolation Gate Project is also a part of this and was approved in January in the amount of $62,175. Total project cost will be $82,063.

ACTION REQUIRED:

Approval of a Resolution Authorization the Execution of a Contract with Dahme Mechanical Inc. for the Removal and Replacement of all Four Influent Screw Pump's Lower Bearing Seals in the not-to-exceed amount of $19,888.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/15/2024	Resolution Letter
Proposal Summary	2/6/2024	Backup Material
Dahme Mechanical Proposal	2/6/2024	Backup Material

RESOLUTION NO._____

CONSIDERATION OF A RESOLUTION AUTHORIZATION THE EXECUTION OF A CONTRACT WITH DAHME MECHANICAL INC. FOR THE REMOVAL AND REPLACEMENT OF ALL FOUR INFLUENT SCREW PUMP'S LOWER BEARING SEALS IN THE NOT-TO-EXCEED AMOUNT OF $19,888.

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

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

WHEREAS the Village owns and maintains a wastewater treatment plant that provides the safe treatment of the Village's sanitary waste, and

WHEREAS the Village performs regular maintenance and replacement of equipment for continued functioning of the plant, and

WHEREAS the Village maintains four influent screw pumps with lower bearings and seals, and

WHEREAS the Village seeks to replace the four lower seals in 2024, and

WHEREAS, Staff received four competitive Proposals, and

WHEREAS Dahme Mechanical Inc. provided the lowest proposal in the amount of $19,888.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution Authorizing the Execution of a Contract with Dahme Mechanical Inc. for the Removal and Replacement of all Four Influent Screw Pump's Lower Bearing Seals in the not-to-exceed amount of $19,888.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 27, 2024.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Screw Pump Lower Bearing Seal Replacement

Contractors	Date Received	Quote Amount	Comments
Dahme Mechanical Inc.	12/18/2023	$19,888.00	`
DPS Mechanical	1/2/2024	$20,000.00	`
Helm Mechanical	12/18/2023	$65,000.00	`
Hayes Mechanical	1/9/2024	$70,625.00	

DAHME MECHANICAL INDUSTRIES, INC.
610 S. ARTHUR AVE.
ARLINGTON HEIGHTS, IL 60005
847-253-0341
info@dmi-inc.net www.dmi-inc.net

December 18, 2023

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

Attn: Erik Lanphier, Wastewater Supervisor

Re: Screw Pump Station Bearings and Seals

Erik:

Pursuant to your inquiry regarding the above subject, we are pleased to offer our proposal for your consideration. Dahme Mechanical Industries, Inc. will provide the following scope of work:

- Preconstruction meeting with Village personnel to discuss schedule expectations and selective outage requirements for construction activities; each pump stall site will need to be isolated and drained for our work. All dewatering/diverting/bypassing is to be performed by VoB prior to DMI mobilization.
- DMI to perform inspection, cleaning and seal replacement for the lower assembly of (4) screw pumps; VoB is responsible for all replacement parts and grease suited for the application
- All rigging, hoisting, and safety requirements will be provided by DMI
- DMI will leave the work area in at least the condition upon which we arrived at project completion
- One-year labor and material warranty is included

EXCLUSIONS:

1. **Dahme Mechanical Industries, Inc. shall not be held liable for any job site safety or job site maintenance of any type upon completion of our work.**
2. All agreements contingent upon strikes, accidents or delays beyond our control.
3. All work not included or specifically described above.

Total price as described above: $19,888.00

Any additional items not included in our trade agreements or clearly stated above are expressly excluded. Payment terms are net 100%, due upon completion.

All delays caused by outage or isolation failure will be charged at our current T&M rate. Additional materials can be procured on T&M as well.

Dahme Mechanical Industries, Inc. standard insurance is included. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. This proposal may be withdrawn by us if not accepted within 30 days.

Thank you-

Kris Komorn
Dahme Mechanical Industries, Inc.
kkomorn@dmi-inc.net

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Jeff Maczko	Public Works	February 27, 2024

DESCRIPTION:

Resolution Authorizing the Execution of Amendment No. 7 to the Engineering Services Agreement with HR Green for Plan Review Services Associated with the Elgin-O'Hare Western Access Project in the Additional Not to Exceed Amount of $75,000 for a Revised Contract Total of $798,000

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
Unanimously approved 4-0	February 20, 2024

BACKGROUND:

The Elgin-O'Hare Western Access (EOWA) Project will be a game changer for the Village of Bensenville. The EOWA will include the eastern leg of the mainline tollway as well as both the northern and southern ring roads.

The Tollway is actively designing the multiple parts (contracts) that make up the whole of the Project. Each contract requires at least three reviews from the Village (30%, 60%, 95%). The Tollway is hiring their own engineering firms to perform this task on behalf of the Tollway. The Village must take these reviews seriously in order to protect our interests in the project. From infrastructure to aesthetics, it is important that the Village participate in every aspect of the project.

The Villages of Roselle, Itasca, and Wood Dale have secured the services of HR Green to assist in their review, coordination, and outreach for the Project. HR Green has the personnel on staff that were intimately involved in the Phase I design when it was under the control of IDOT. They have strategic connections within the Tollway project team that can be beneficial to Villages and their individual and collective interests. Staff feels that HR Green can utilize their technical expertise, experience, leverage, and connections to provide a benefit to the Village of Bensenville as well.

KEY ISSUES:

HR Green was initially selected to perform this work in October 2013. The history of our contract and amendments is as follows:

Original Contract R-112-2013 $23,000
Amendment #1 R-11-2014 $125,000
Amendment #2 R-111-2015 $150,000
Amendment #3 R-9-2017 $150,000
Amendment #4 R-116-2018 $100,000
Amendment #5 R-99-2021 $100,000
Amendment #6 R-55-2023 $75,000

Total $723,000

Now that the Tollway has finalized their agreement with the Railroad, they are pushing forward with multiple contracts to try to get back on track and are shooting for a 2025 project completion. In the upcoming year, there

are four (4) potential IGAs and twenty (20) anticipated plan reviews to perform. The complexity of the reviews is great as it will be vital to take drainage, utilities and aesthetics into account. With this magnitude of involvement, the Village seeks the assistance of consulting engineering firms.

HR Green submitted a proposal for services for Amendment #7 in the amount of $75,000. Staff has reviewed the proposal and recommends its approval. Payments will be made for actual time spent on the reviews and in meetings. Staff will closely monitor time spent on the project to keep the budget on track and in line.

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff recommends approval of a Resolution Authorizing the Execution of Amendment No. 7 to the Engineering Services Agreement with HR Green for Plan Review Services Associated with the Elgin-O'Hare Western Access Project in the Additional Not to Exceed Amount of $75,000 for a Revised Contract Total of $798,000.

BUDGET IMPACT:

$75,000 in additional expenditures for a total contract of $798,000.
In FY-2024, a total of $75,000 is budgeted for this amendment in Capital Improvements Fund account #31080810-536513.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of Amendment No. 7 to the Engineering Services Agreement with HR Green for Plan Review Services Associated with the Elgin-O'Hare Western Access Project in the Additional Not to Exceed Amount of $75,000 for a Revised Contract Total of $798,000.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/9/2024	Resolution Letter
Proposal	2/9/2024	Backup Material
Presentation - EOWA 2023 Status	4/11/2023	Backup Material

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 7 TO THE ENGINEERING SERVICES AGREEMENT WITH HR GREEN FOR PLAN REVIEW SERVICES ASSOCIATED WITH THE ELGIN-O'HARE WESTERN ACCESS PROJECT IN THE ADDITIONAL NOT TO EXCEED AMOUNT OF $75,000 FOR A REVISED CONTRACT TOTAL OF $798,000

WHEREAS the Illinois State Toll Highway Authority (ISTHA) is moving forward with the design and construction of the Elgin O'Hare Western Access (EOWA) Project, and

WHEREAS the EOWA Project will have a significant portion through the Village limits of Bensenville, and

WHEREAS it is in the best interest of the Village to participate in the design of the Project by performing the necessary reviews of submittals in a timely manner, and

WHEREAS the Village anticipates up to twenty-four submittals through the 2024 calendar year, and

WHEREAS HR Green, Inc. has been performing plan reviews, meeting coordination, and public outreach since 2013, and

WHEREAS staff feels HR Green, Inc. is the Most Qualified Firm to assist the Village in similar aspects, and

WHEREAS staff has requested a proposal from HR Green to perform review through the end of 2024, and

WHEREAS HR Green, Inc. provided a proposal in the amount of $75,000 based on the anticipated twenty-four (24) submittals.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing amendment No. 7 to the engineering review services for EOWA Project in an additional amount not-to-exceed of $75,000, for a revised contract total of $798,000 with HR Green Inc. of McHenry, IL.

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

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

SECTION FIVE: This resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 27, 2024.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn
Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Simple Scope Short Form Agreement

Project:	Elgin O'Hare Western Bypass Plan Review Services	Project No: Date:	88130313.07 02/27/2024

Client:	Village of Bensenville
Contact:	Mr. Evan Summers
Title:	Village Manager
Address:	12 S. Center Street
City/State/Zip:	Bensenville, IL 60106
Phone/Email:	630-350-3420 / ESummers@bensenville.il.us

The CLIENT agrees to employ HR Green, Inc. (COMPANY) to perform the following services:

This agreement follows the same format as the original agreement for similar services during Fiscal Year 2014 approved by the Village of Bensenville on March 11, 2014; which through mutual agreement of the CLIENT and COMPANY, was extended through October 31, 2015.

A second agreement for similar services for the period from November 1, 2015 through December 31, 2016 was approved on October 27, 2015.

A third agreement for similar services for the period from January 1, 2017 through December 31, 2017 was approved on January 25, 2017, and through mutual agreement of the CLIENT and COMPANY, was extended into 2018.

A fourth agreement for similar services for the period from November 1, 2018 through December 31, 2019 was approved on September 25, 2018, and through mutual agreement of the CLIENT and COMPANY, was extended into 2020 and also through 2021.

A fifth agreement for similar services for the period from January 1, 2022 through December 31, 2022 was approved on October 26, 2021, and through mutual agreement of the CLIENT and COMPANY, was extended into 2023.

A sixth agreement for similar service from May 1, 2023 through December 31, 2023 was approved on DATE, and through mutual agreement of the CLIENT and COMPANY, was extended into 2024.

This agreement is for the services noted below, which are estimated to be required during the period from March 1, 2024 through December 31, 2024. Said services are based upon project information provided by the Illinois Tollway and such project schedules are subject to change and all submittal dates are estimated.

Scope of Services:

Task A: Village Internal Meetings

- COW Meetings and Meeting Preparation
- Public Works/Utility Coordination
- HR Green Team – Project Management and Coordination

Task B: External – Governmental/Regulatory Agency Meetings

- Tollway with Jacobs – Periodic Design Coordination Meetings

Task C: External – Businesses and Stakeholders

Task D: IGA and Plan Reviews

Scope of plan review and evaluation for each of the following project plan and specification submittals to include and be limited to:

- Review of project improvements affecting local roadways, drainage plans/calculations, aesthetic improvements, and Village utilities within Village of Bensenville corporate boundaries.
- Submittal of plan review comments to Tollway.

Item 1 IGA for
Land Conveyance Supreme / Thomas / Sivert for maintenance and jurisdiction
(2024, 2nd Quarter submittal)

Item 2 IGA for:
Project 4727 I-490 parapet signage over Franklin Avenue and water main jurisdictional limits
(2024, 2nd Quarter submittal)

Item 3 IGA for:
Contract N19B, York Road for watermain and bike/ped accommodations
(2024, 3rd Quarter submittal)

Item 4 IGA for:
Contracts 4714 and 4724 for fencing upgrades and bike/ped accommodations
(2024, 3rd Quarter submittal)

Item 5 ComEd Utility Relocation along Green Street from South York Road to Grace Street – 95% set design plans
(2024, 1st Quarter submittal)

Item 6 ComEd Utility Relocation along Green Street from South York Road to Grace Street – 100% design plans
(2024, 2nd Quarter submittal)

Item 7 ComEd Utility Relocation along Green Street from South York Road to Grace Street – post 100%/bid set design plans
(2024, 3rd Quarter submittal)

Item 8 ComEd Utility Relocation along Franklin Avenue and Green Street from Grace Street to Runge Street - plan revisions related to property owner coordination
(2024, 3rd Quarter submittal)

Item 9 NICOR 20-Inch Transmission Main Relocation along York Road – 60% design plans
(2024, 1st Quarter submittal)

Item 10 NICOR 20-Inch Transmission Main Relocation along York Road – 95% design plans
(2024, 2nd Quarter submittal)

Item 11 NICOR 20-Inch Transmission Main Relocation along York Road – 100% design plans
(2024, 2nd Quarter submittal)

Item 12 NICOR 20-Inch Transmission Main Relocation along York Road – post 100%/bid set design plans
(2024, 3rd Quarter submittal)

Item 13 Project 4743 - I-490 from I-294 to Franklin Avenue post 100%/bid set design plans
(2024 1st Quarter submittal)

Item 14 Project E04 – Elgin O'Hare Western Access West Terminal Interchange Ramp Bridges (4669) post 100%/bid set design plans
(2024, 2nd Quarter submittal)

Item 15 Project E10 - O'Hare Airport Ramps 60% design plans
(2024, 4th Quarter submittal)

Item 16 Project N19A - York Road Reconstruction post 100%/bid set design plans
(2024, 1st Quarter submittal)

Item 17 Project N19B - York Road and Supreme Drive Reconstruction 95% design plans
(2024, 3rd Quarter submittal)

Item 18 Project N19B - York Road and Supreme Drive Reconstruction 100% design plans
(2024, 3rd Quarter submittal)

Item 19 Project N19B - York Road and Supreme Drive Reconstruction post 100%/bid set design plans
(2024, 4th Quarter submittal)

Item 20 Project S03 Green Street / Franklin Avenue (4742) post 100%/bid set design plans
(2024, 1st Quarter submittal)

Item 21 Project S06B – Green Street from York Road to Grace Street Landscaping and Fencing North Side 60% design plans
(2024, 3rd Quarter submittal)

Item 22 Project S06B – Green Street from York Road to Grace Street Landscaping and Fencing North Side 95% design plans
(2024, 4th Quarter submittal)

Item 23 Project S06-D Water Main Installation at Franklin Avenue MP 0.4 to MP 0.6 100% design plans
(2024 2nd Quarter submittal)

Item 24 Project S06-D Water Main Installation at Franklin Avenue MP 0.4 to MP 0.6 post 100%/bid set design plans
(2024, 4th Quarter submittal)

The CLIENT agrees to pay COMPANY for the above scope of services:

Per current Rate Schedule, with an estimated fee of:

Task A: Village Internal Meetings

Item #3:	$2,835.00
Item #4:	$4,121.00
Item #7:	$3,940.00
TOTAL:	$10,896.00

Task B: External – Governmental/Regulatory Agency Meetings

Item #2:	$2,500.00
TOTAL:	$2,500.00

Task C: External – Businesses/Stakeholders

Item #1:	$3,940.00
TOTAL:	$3,940.00

Task D: Plan Reviews

Item #1:	$2,364.00
Item #2:	$1,182.00
Item #3:	$2,364.00
Item #4:	$1,576.00
Item #5:	$1,512.00
Item #6:	$1,512.00
Item #7:	$ 756.00
Item #8:	$3,024.00
Item #9:	$2,268.00
Item #10:	$2,268.00
Item #11:	$2,268.00
Item #12:	$ 756.00
Item #13:	$ 756.00
Item #14:	$6,048.00
Item #15:	$1,512.00
Item #16:	$3,024.00
Item #17:	$3,024.00
Item #18:	$3,024.00
Item #19:	$3,024.00
Item #20:	$7,560.00
Item #21:	$1,701.00
Item #22:	$1,701.00
Item #23:	$1,134.00
Item #24:	$1,134.00
TOTAL:	$55,492.00

Task E: Project Management and Construction Monitoring

Item #1:	$2,172.00
TOTAL:	$2,172.00

Ten (10) Month (March 2024 thru Dec 2024) Totals: $75,000.00

These tasks will be handled as a time and material contract and all personnel will be billed at a 2.8 multiplier of actual hourly salary rates paid during the contract term.

When 80% of the fee has been expended for the requested services, the COMPANY shall identify potential future tasks or additional work and submit them to the CLIENT who shall make the determination of whether to authorize the future tasks or additional work.

☒ Reimbursable Expenses Included

☐ Subconsultant Services Included

☐ Prepayment Required for Work to Commence

Copy To:

☒ Accounting
☒ Mr. Scott Marquardt
☒ Mr. Tim Hartnett

TERMS AND CONDITIONS

Services provided by COMPANY under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY 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.

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY.

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall

be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's Agreement with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY's consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises.

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY's officers, directors, partners, employees, shareholders, owners and subconsultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed $ 10,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This agreement is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the agreement. Work will not begin until COMPANY receives a signed agreement. The effective date of the agreement shall be the last date entered below.

VILLAGE OF BENSENVILLE

Printed/ Typed Name: Evan K. Summers

Title: Village Manager

Date: 02/27/2024

HR GREEN, INC.
1391 Corporate Drive, Suite 203
McHenry, IL 60050
815-385-1778

President/ Principal – Governmental Services: Timothy J. Hartnett

Printed/ Typed Name: Timothy J. Hartnett

Date: February 8, 2024

HRGreen

HR GREEN, INC.

Billing Rate Schedule
Effective January 1, 2024

Professional Services	**Billing Rate Range**
Principal	$250 - $350
Senior Professional	$250 - $320
Professional	$170 - $250
Junior Professional	$100 - $175
Senior Technician	$130 - $180
Technician	$75 - $145
Senior Field Personnel	$140 - $225
Field Personnel	$100 - $170
Junior Field Personnel	$75 - $125
Administrative Coordinator	$75 -$130
Administrative	$75 - $130
Corporate Admin	$100 - $160
Operators/Interns	$70 - $150

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.

2. Auto mileage will be reimbursed per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of $0.90 per mile or $85.00 per day.

3. All other direct expenses will be invoiced at cost plus 10%.

SCHEDULE A

HR Green, Inc. - EOWA Project WORK PERIOD: March 1, 2024 through December 31, 2024, or as extended			HRG Staff Members	Estimated Hours Per Task / Meeting	Estimated Meetings / Occurrences Per Month	Number of Months / Occurrences in Contract Period	Estimated Hours	Staff Member Bill Rate	Estimated Work Task Contract Amount
A.	**Village Internal Meetings**								
	1	Staff Meeting	Scott Marquardt	0	0	10	0	$197	$0.00
			Sean Murphy	1	1	1	0	$181	$0.00
	2	Board Meetings	By Village Staff				0		$0.00
							0		$0.00
	3	COW Meetings Agenda Item Recommendations	Scott Marquardt	3	1/4	10	7.5	$197	$1,477.50
			Ron Krall	0	1/4	10	0	$212	$0.00
			Sean Murphy and Admin	3	1/4	10	7.5	$181	$1,357.50
	4	PW/Utility Coordination	Scott Marquardt	1	2	10	20	$197	$3,940.00
			Sean Murphy	1	1	1	1	$181	$181.00
	5	Police/Fire/Emergency Maintenance	By Village Staff				0		$0.00
	6	Community Development and Village Engineer Coordination	By Village Staff				0		$0.00
	7	HR Green Team - Project Management and Coordination	Scott Marquardt	1	2	10	20	$197	$3,940.00
			Sean Murphy	1	0	10	0	$181	$0.00
		Task A Subtotals:					**56**		**$10,896.00**
B.	**External - Governmental/Regulatory Agency Meetings**								
	1	Local Advisory Committee (as per Tollway Schedule)	By Village Staff				0		$0.00
							0		$0.00
	2	Tollway with CH2MHill - Periodic Design Coordination Meeting	Scott Marquardt	1	1	10	10	$197	$1,970.00
			Ron Krall	1	1/4	10	2.5	$212	$530.00
	3	Adjacent Communities / Agencies Coordination Meeting					0		$0.00
		Wood Dale, Elk Grove Village, Franklin Park	By Village Staff				0		$0.00
							0		$0.00
		DuPage County	By Village Staff				0		$0.00
		Task B Subtotals:					**13**		**$2,500.00**
C.	**External - Residential/Business/Stakeholders**								
	1	Business Stakeholders - *Green Street business owner utility relocation coordination and easement plat preparation*	Scott Marquardt	1	2	10	20	$197	$3,940.00
							0		$0.00
	2	HOA, Chamber of Commerce, Schools, Public Open Houses, Citizen							$0.00
		Subdivision Stakeholders	By Village Staff				0		$0.00
							0		$0.00
		Public Open House	By Village Staff				0		$0.00
							0		$0.00
	3	Citizen Request / Comment Responses	By Village Staff				0		$0.00
		Other Public Outreach TBD					0		$0.00
		Task C Subtotals:					**20**		**$3,940.00**

D.	Plan Reviews									
		Contract Name	Projected Submittal Date							
	1	Intergovernmental Agreement - Tollway / Bensenville land conveyance Supreme / Thomas / Sivert Court for maintenance and jurisdiction	2024 2nd quarter	Scott Marquardt and various	12			12	$197	$2,364.00
	2	Intergovernmental Agreement - Tollway/Franklin Park/Bensenville for I-490 parapet signage and VOB watermain on VOFP property (4727))	2024 2nd quarter	Scott Marquardt and various	6			6	$197	$1,182.00
	3	Intergovernment Agreement - York Road for watermain and bike/ped accommodations (N19B)	2024 3rd quarter	Scott Marquardt and various	12			12	$197	$2,364.00
	4	Intergovernmental Agreement - Tollway / Bensenville (Contracts 4714, 4724, N19) for fencing upgrades and Supreme/York bike/ped	2024 3rdquarter	Scott Marquardt and various	8			8	$197	$1,576.00
	5	ComEd Utility Relocation along Green Street from South York Road to Grace Street - 95% set design plans	2024 1st quarter	Various	8			8	$189	$1,512.00
	6	ComEd Utility Relocation along Green Street from South York Road to Grace Street - 100% set design plans	2024 2nd quarter	Various	8			8	$189	$1,512.00
	7	ComEd Utility Relocation along Green Street from South York Road to Grace Street - post 100%/bid set design plans	2024 3rd quarter	Various	4			4	$189	$756.00
	8	ComEd Utility Relocation along Franklin Avenue and Green Street - plan revisions related to property owner coordination	2024 3rd quarter	Various	16			16	$189	$3,024.00
	9	NICOR 20-Inch Transmission Main Relocation along York Road 60% design plans	2024 1st quarter	Various	12			12	$189	$2,268.00
	10	NICOR 20-Inch Transmission Main Relocation along York Road 95% design plans	2024 2nd quarter	Various	12			12	$189	$2,268.00
	11	NICOR 20-Inch Transmission Main Relocation along York Road 100% design plans	2024 2nd quarter	Various	12			12	$189	$2,268.00
	12	NICOR 20-Inch Transmission Main Relocation along York Road post 100%/bid set design plans	2024 23rd quarter	Various	4			4	$189	$756.00
	13	Project 4743 - I-490 from I-294 to Franklin Avenue post 100%/bid set design plans	2024 1st quarter	Various	4			4	$189	$756.00
	14	Project E04 - Elgin O'Hare Western Access West Terminal Interchange Ramp bridges (4669) post 100%/bid set design plans	2024 2nd quarter	Various	32			32	$189	$6,048.00
	15	Project E10 - O'Hare Airport Ramps 60% design plans	2024 4th quarter	Various	8			8	$189	$1,512.00
	16	Project N19A – York Road Reconstruction post 100%/bid set design plans	2024 1st quarter	Various	16			16	$189	$3,024.00
	17	Project N19B – York Road and Supreme Drive Reconstruction 95% design plans	2024 3rd quarter	Various	16			16	$189	$3,024.00
	18	Project N19B – York Road and Supreme Drive Reconstruction 100% design plans	2024 3rd quarter	Various	16			16	$189	$3,024.00

	19	Project N19B – York Road and Supreme Drive Reconstruction post 100%/bid set design plans	2024 4th quarter	Various	16			16	$189	$3,024.00
	20	Project S03 Green Street / Franklin Avenue Reconstruction (4742) - post 100%/bid set design plans	2024 1st quarter	Various	40			40	$189	$7,560.00
	21	Project S06B – Green Street from York Road to Grace Street Landscaping and Fencing North Side 60% design plans	2024 3rd quarter	Various	9			9	$189	$1,701.00
	22	Project S06B – Green Street from York Road to Grace Street Landscaping and Fencing North Side 95% design plans	2024 4th quarter	Various	9			9	$189	$1,701.00
	23	Project S06-D - Watermain Installation at Franklin Avenue MP 0.4 to 0.6 - 100% design plans	2024 2nd quarter	Various	6			6	$189	$1,134.00
	24	Project S06-D - Watermain Installation at Franklin Avenue MP 0.4 to 0.6 - post 100%/bid set design plans	2024 4th quarter	Various	6			6	$189	$1,134.00
		Task D Subtotals:						**292**		**$55,492.00**
E	**Project Management and Construction Monitoring**									
		NOTE: This work task will vary considerably during subsequent annual contracts due to variables such as winter shutdowns, scheduling of Village infrastructure construction, and as construction contracts are completed and other contracts are initiated.								
1	**Green Street / Franklin Avenue Widening and Reconstruction from Grace Street to Runge Street (Contract S03, 4657D, $TBD construction cost) Estimated Notice to Proceed Spring 2024**									
	1	Periodic visits to job site to review progress and observe general conformance with plans of work being performed. Review submittals and shop drawings for Village owned infrastructure. Prepare written updates on construction activities/newsletter for the Village's use in a newsletter and/or website to update the community.		By Village Staff	0			0		$0.00
	2	Represent Village during construction phase at applicable meetings as needed.		By Village Staff	0			0		$0.00
	3	Provide oversight, monitoring, administration, and other service assistance as required for project completion (if authorized by Village).		Sean Murphy/others	1.5	1	8	12	$181	$2,172.00
	4	Maintain Village's interest throughout the project being mindful of opportunities to meet the intent of the strategic plan and address unforeseen conditions.		By Village Staff	0			0		$0.00
		Task E Subtotals:						**12**		**$2,172.00**
		Ten (10) Month Totals						**393**		**$75,000.00**

ELGIN O'HARE WESTERN ACCESS

Village of Bensenville Meeting

March 23, 2023

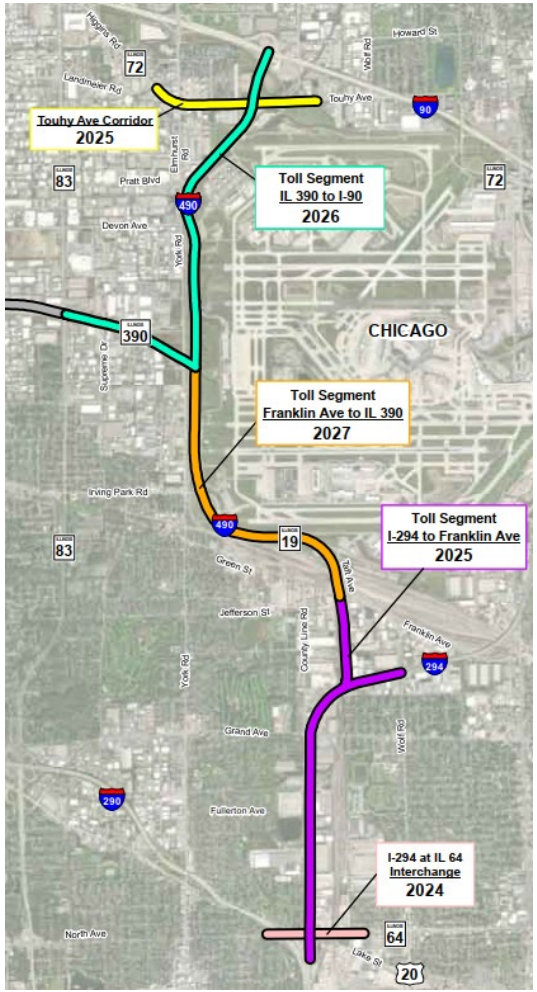
Illinois Tollway

AGENDA

- ❑ I-490 implementation status
- ❑ Western Access Interchange (IL 390/I-490)
  - ✓ Ongoing construction
  - ✓ Design status
- ❑ I-490 from Western Access Interchange to I-294
  - ✓ Ongoing construction
  - ✓ Design status
- ❑ Franklin Ave/Green St
  - ✓ Utility relocations
- ❑ Agreements and Next steps

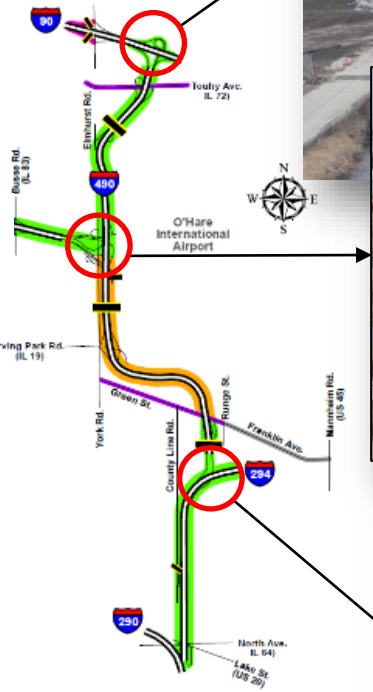
Elgin O'Hare Western Access: I-490 Implementation

- Major construction activity
  - ✓ 15 construction contracts underway
- $500M in EOWA investment in 2023
- Extensive agency coordination with Chicago Department of Aviation, FAA, and CPR and UPRR



Illinois Tollway

Key Map



Bridges over Touhy Ave Reservoir

Western Access Interchange Ramps West of York Rd

I-294 at I-490 Interchange

Earthwork & Retaining Walls

Utility Relocations

Runway Lighting Bridges over Proposed I-490

I-294 Widening

WESTERN ACCESS INTERCHANGE

Illinois Tollway

Presented by EOWA Team, March 23, 2023

Western Access Interchange – Ongoing Construction thru 2023

- **Western Access Interchange Construction – west of York Road**
  - ✓ Contract 4714 – Village name on parapet over South Thorndale Ave; black fencing on structure
  - ✓ Reminder closure at South Thorndale Ave for beam placement – March 31 and 3-6, if needed
- **Thomas Drive Reconstruction**
  - ✓ Construction start May 2023
  - ✓ ROE/TE required from property owners
  - ✓ Black fencing/M-site gate

Western Access Interchange – Ongoing Construction

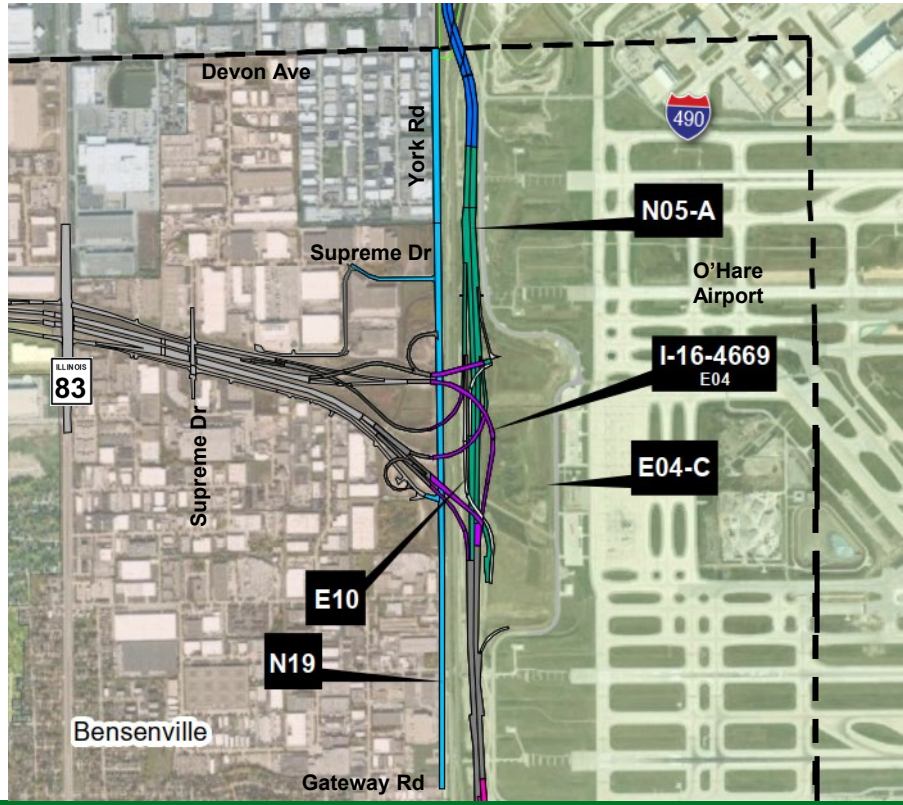
Looking South from O'Hare Airport

Looking South from York Rd

Western Access Interchange – Ongoing Construction Aesthetics

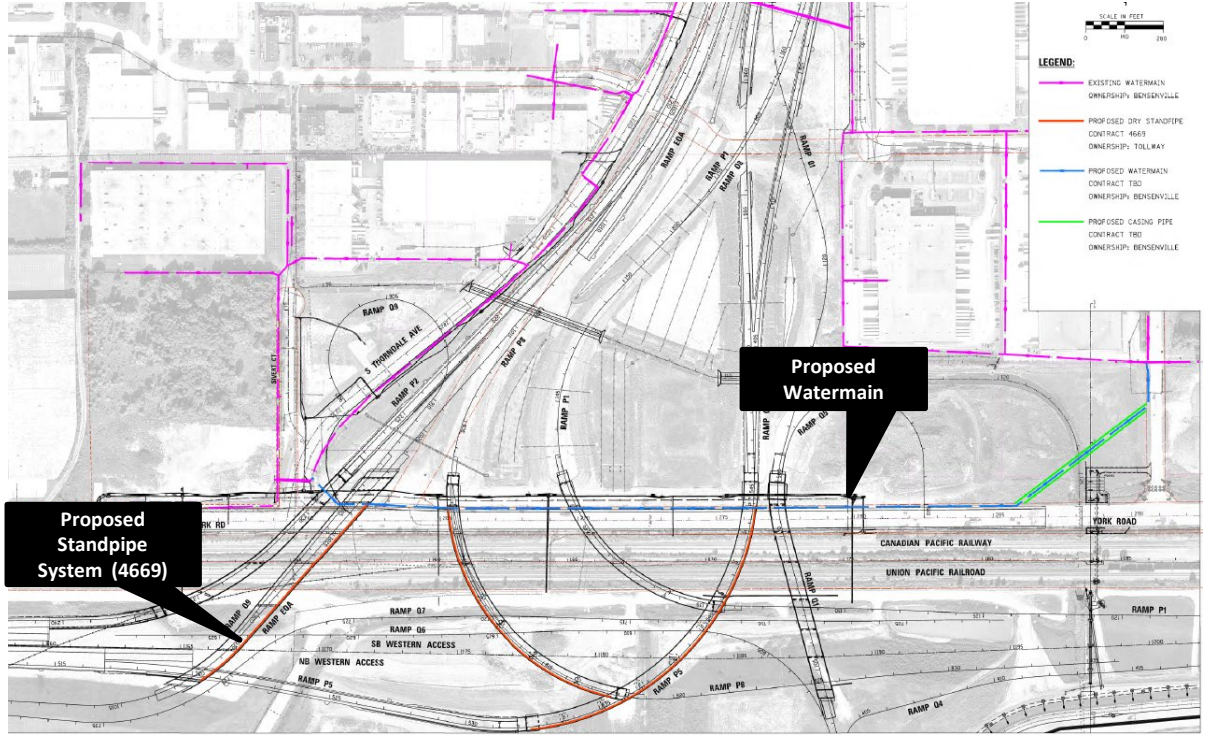
Western Access Interchange – Design Status

- **York Road Reconstruction (N19)**
  - ✓ 60% design – Spring 2023
  - ✓ Supreme Drive reconstruction – **Village advise on bike/ped upgrade**
  - ✓ DuPage County participation in implementation
  - ✓ **Village input on shared use path from South Thorndale Ave to Gateway Rd and ROW considerations**
  - ✓ Construction 2026
- **Western Access Interchange Ramp Bridges (4669)**
  - ✓ Revised 100% plans (limited review) – Summer 2023
  - ✓ Construction anticipated 2024
  - ✓ Village naming on north and south bridge parapets
  - ✓ Aesthetic treatment on all bridges
- **Future improvements (2025-26)**
  - ✓ Western Landside Reserve Area Earthwork (E04-C)
  - ✓ I-490 mainline (N05-A) and O'Hare Airport Ramps (E10)



Watermain for Fire Suppression

- Village owned watermain
- Located on DuPage and Tollway ROW (via permit)
- Documented as part of 4669 IGA executed Nov 2021
- Working to be included as part of 4669
- Final design to be coordinated with Village – Summer 2023
- Coordination with Bensenville Fire Protection District on operation of Dry Standpipe System



I-490 from Western Access Interchange to I-294

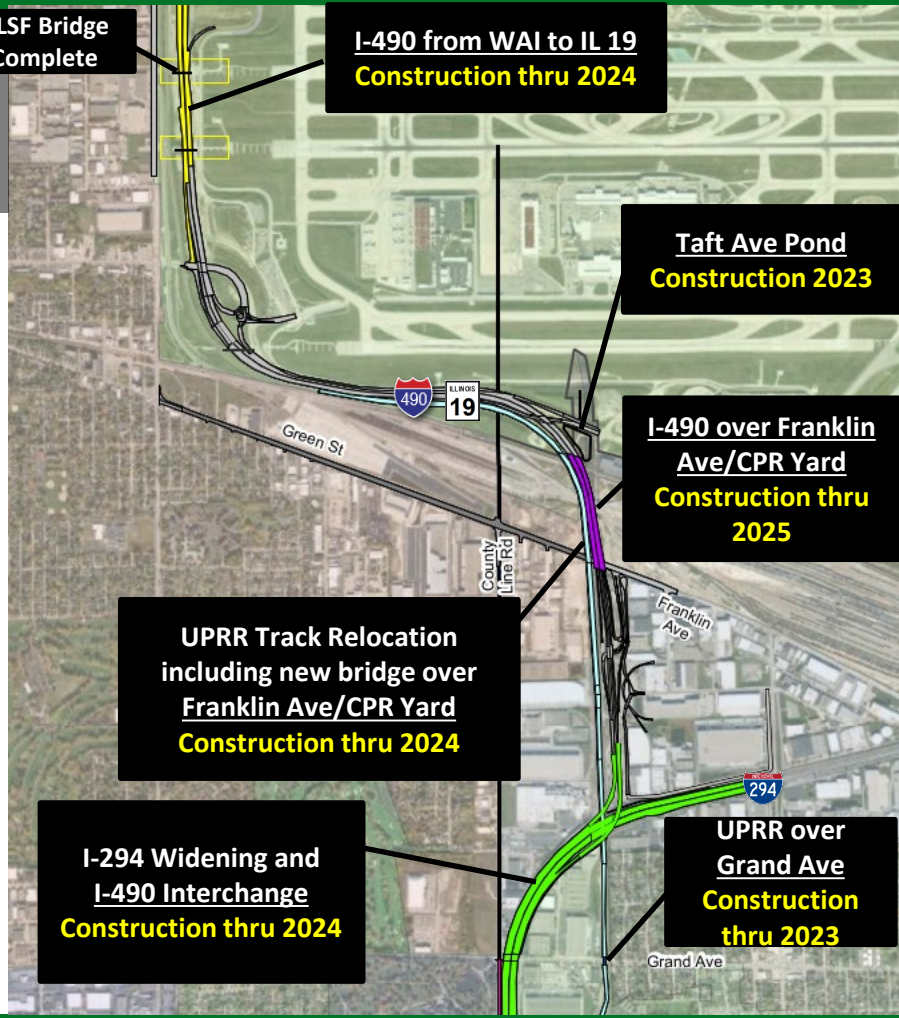
Illinois Tollway

Presented by EOWA Team, March 23, 2023

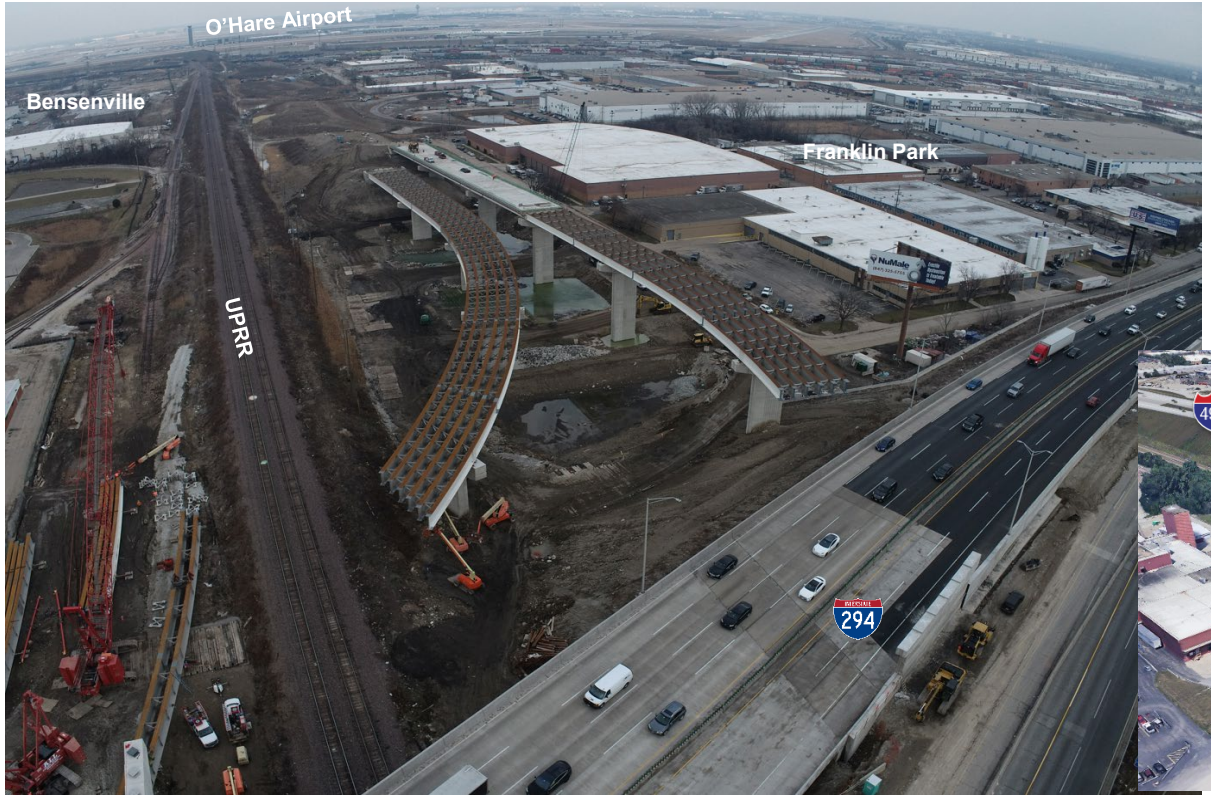
I-490 from WAI to I-294 – Ongoing Construction

- **Advance I-490 mainline work**
  - ✓ Relocated airport infrastructure (ALSF lighting)
  - ✓ Bridges over Franklin Ave/CP Yard
    - Fire suppression on bridges (BFPD)
    - Village naming on parapet
- **UPRR track relocation from IL 19 to south of Grand Ave**
  - ✓ New bridge over Franklin Ave/CP Yard
- **I-294 widening and interchange construction**

Detours required at Franklin Ave and Grand Ave



I-490/I-294 Interchange Construction

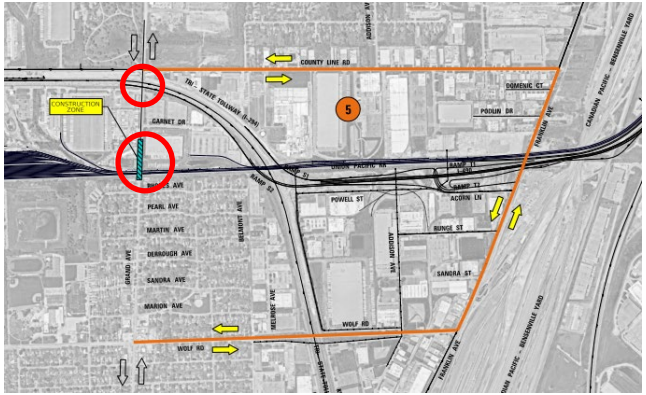


UPRR Bridge over Franklin Ave Looking East

Franklin Ave at Future I-490 Looking West

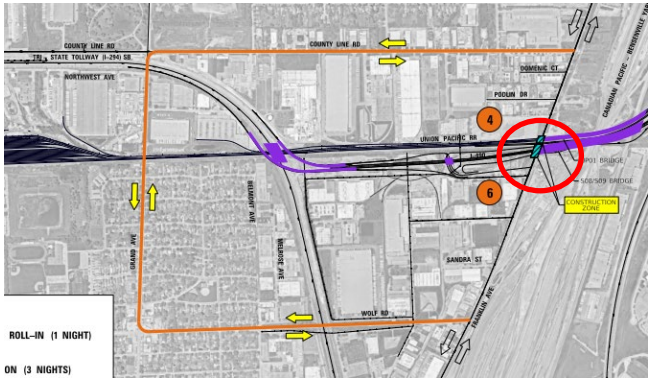
Required Detour for Franklin Ave Bridge Construction and UPRR at Grand Ave

- **Detour via Wolf Rd and County Line Rd**
- **I-294 over Grand Ave – details coming**
  - ✓ Week of 3/27 – night closures
  - ✓ Same detour as previous beam erection over Grand Ave
- **UPRR at Grand Ave**
  - ✓ Fall 2023 – 3-night closures
- **UPRR/I-490 over Franklin Ave**
  - ✓ Late 2023/early 2024: various night closures
- **MOT for UPRR South Abutment being coordinated with Nicor**
  - ✓ More info/advance notice to be provided
- **Local access maintained**
- **Detour plans were provided for Village review and approval**
- **IDOT approval received**



I-294 over Grand Ave

UPRR over Grand Ave



UPRR and I-490 over Franklin Ave

I-490 from WAI to I-294 – Design Status

NTP

2023 **Franklin Ave/Green St Reconstruction (4742)**

- ✓ Pending authorization to advertise
- ✓ Work to be complete before IL 19 construction

2024 **I-490 from I-294 to Franklin Ave (4743)**

- ✓ Franklin Ave interchange access
- ✓ 100% design – Summer 2023

2024 **Watermain for fire suppression (S06-D)**

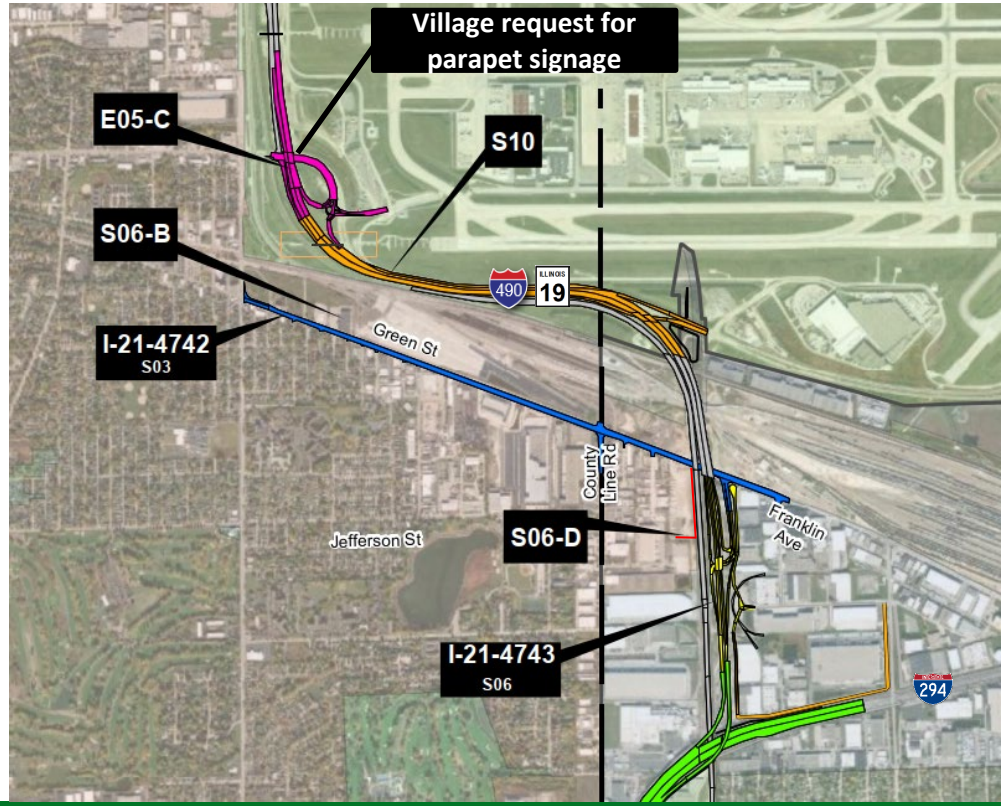
- ✓ 95% plan review – March 2023

2025/6 **I-490 from IL 19 to CP Yard (E05-C and S10)**

- ✓ 30% design
- ✓ Coordination with CDA, FAA, IDOT

2025 **Franklin/Green Landscaping (S06-B)**

- ✓ Design to be initiated Fall 2023



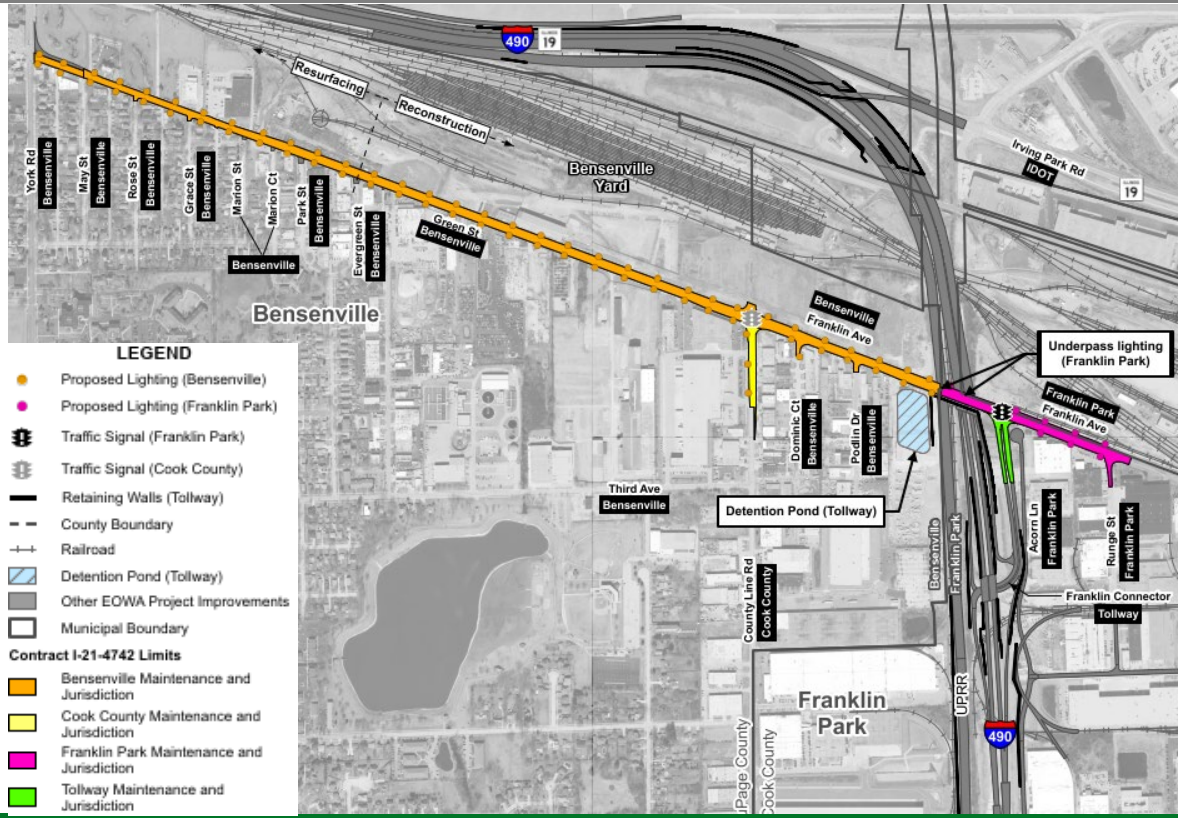
I-490/Franklin Ave Interchange – Looking North

Franklin Avenue/Green Street

Presented by EOWA Team, March 23, 2023

Contract S03 - Green St/Franklin Ave from Grace St to Runge St

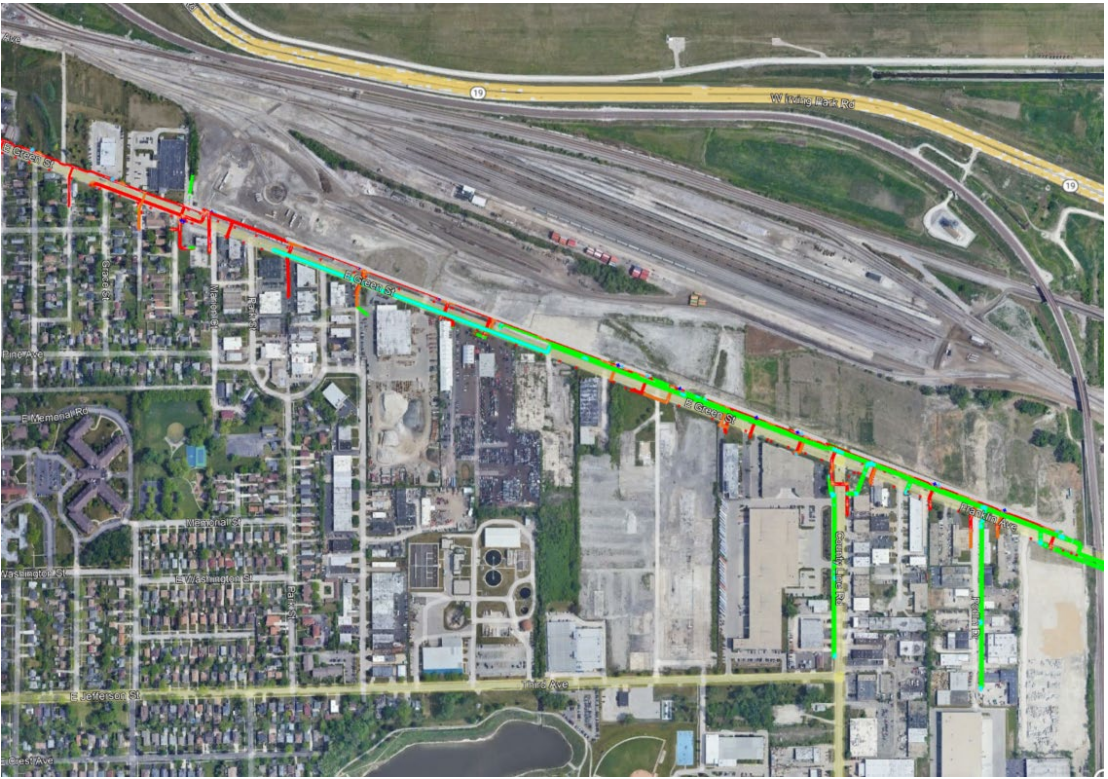
- **CCDOTH Construction 2023-2025**
- **IGA between CCDOTH, Tollway, VOFP and VOB executed Sept 2022**
  - ✓ Requested upgrades: Shared Use Path (local match), EVP, LED illuminated signage, black lighting and pedestrian lighting
- **Coordination with CPR**
  - ✓ PE transfer at County Line Rd intersection under Village review
- ***Subsequent landscaping contract***



Utility Coordination Status – Franklin Ave/Green St

- Significant investment to enhance Franklin Ave/Green St corridor
- Undergrounding utilities from York Road to UPRR
- Point of contact from Village?
- Coordination meeting early April

Utility Coordination Status – Franklin Ave/Green St



- ❑ **ComEd Civil Construction, Grace to UPRR**
  - ✓ ComEd Civil Construction- May 2023 through late Summer 2023
  - ✓ ComEd Electrical- Summer 2023 through Fall 2023
  - ✓ Conditional permit issued – critical that Village provides direction to keep job on schedule
- ❑ **Telecom relocation into ComEd installed joint duct package**
  - ✓ Summer 2023 through Winter 2023-2024
- ❑ **Nicor distribution**
  - ✓ Fall 2023-Winter 2023-2024
- ❑ **Nicor transmission**
  - ✓ April 2024 through summer 2024.
- ❑ **ComEd Franklin Green, York to Grace**
  - ✓ Schedule TBD

AGREEMENTS AND NEXT STEPS

Illinois Tollway

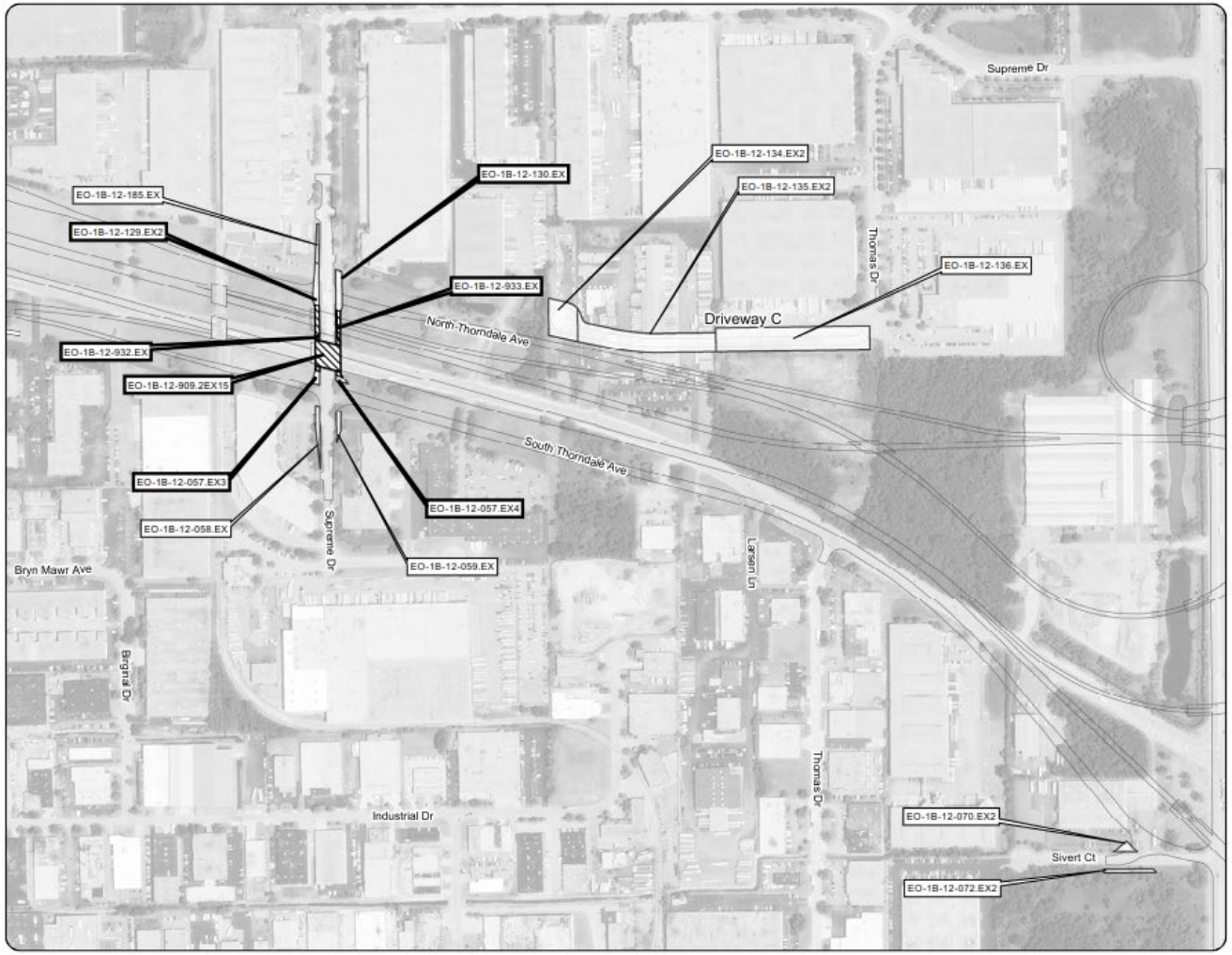
Agreements and Next Steps

- Tollway/VOB land conveyance IGA – *Target Spring 2023*
  - ✓ Supreme Dr, Thomas Dr, Sivert Ct property for Village's maintenance/jurisdiction
- Tollway, Franklin Park, Bensenville IGA for I-490 over Franklin Ave and Watermain – *Target Summer 2023*
  - ✓ Parapet signage
  - ✓ VOB watermain; located on VOFP property
  - ✓ Tollway to provide draft Spring 2023
- C&M Agreement (UPRR/VOB) to provide rights for Franklin Ave to cross UPRR ROW at bridge (pending UPRR) – *Target Summer 2023*
- Tollway/Bensenville IGA (4714, 4724, N19) – *Target Fall 2023*
  - ✓ Requested black fencing upgrades at WAI
  - ✓ Bike/ped along Supreme Dr
  - ✓ Tollway to send draft Summer 2023

Upcoming Local Advisory Committee <u>Meeting</u> April 2023

Illinois Tollway
THANK YOU

Elgin O'Hare Western Access



LEGEND

- Project Improvements
- Permanent Easement*
- Parcels to be Conveyed from the ILLINOIS TOLLWAY to the VILLAGE

Conveyance Labels (Parcel IDs are representative)

EO-1B-12-077.EX1 — Fee simple conveyance

EO-1B-12-077.EX1 — Fee simple conveyance with permanent easement retained

*Parcels that include hatching and a bold label indicate that in addition to the fee simple conveyance from the Illinois Tollway to the City, the Illinois Tollway will also retain a Permanent Easement for Illinois Route 390 bridges over the City roadway.

0 195 390 780 Feet

Exhibit B

Elgin O'Hare Western Access Land Conveyance from Illinois Tollway to Bensenville

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Frank Palumbo	Public Works	February 27, 2024

DESCRIPTION:
Resolution Authorizing the Execution of a Purchase Order to Traffic Control & Protection Inc. for Bike Path Signage in the Not to Exceed Amount of $11,552

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
Unanimously approved 4-0	February 20, 2024

BACKGROUND:
The Village was made aware of new laws set in place beginning January 1st of 2024, that require specific signage along bike paths. This signage will indicate to users of the path that road crossings, railroad crossings, sharp curves, or other hazards are ahead. Stop signs at intersections shall also be installed. Additionally, signs must also be in place on roadways to alert vehicles of an upcoming crossing with the paths.

The Public Works staff surveyed the bike paths throughout town and discovered twenty-one intersections in need of adequate signage.

KEY ISSUES:
Public Works staff requested proposals from three different sign providers. Only two were received.

Traffic Control & Protection $11,552
Concord Signs LLC $29,935

Traffic Control & Protection Inc is able to provide the 176 signs and 80 posts needed to become compliant with new laws.

ALTERNATIVES:
Discretion of the Village Board.

RECOMMENDATION:
Staff recommends approval of a Resolution Authorizing the Execution of a Purchase Order to Traffic Control & Protection Inc. for Bike Path Signage in the Not to Exceed Amount of $11,552.

BUDGET IMPACT:
This was an unforeseen and unbudgeted expense. However, there are sufficient funds in account 11050420 552610. Due to our relatively light snow season thus far, we do not anticipate using all the Rock Salt budget in 2024.

ACTION REQUIRED:
Approval of a Resolution Authorizing the Execution of a Purchase Order to Traffic Control & Protection Inc. for Bike Path Signage in the Not to Exceed Amount of $11,552.

ATTACHMENTS:

Description	Upload Date	Type
RES - Bike Path Signage Purchase	2/13/2024	Resolution Letter
PROPOSAL - TCP	2/13/2024	Backup Material
PROPOSAL - Concord	2/13/2024	Backup Material

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A PURCHASE ORDER TO TRAFFIC CONTROL & PROTECTION INC. FOR BIKE PATH SIGNAGE IN THE NOT TO EXCEED AMOUNT OF $11,552

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

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

WHEREAS, the Village was made aware of new laws set in place beginning January 1st of 2024, that require specific signage along bike paths, and

WHEREAS, this signage will indicate to users of the path that road crossings, railroad crossings, sharp curves, or other hazards are ahead, and

WHEREAS, the Public Works staff surveyed the bike paths throughout town and discovered twenty-one intersections in need of adequate signage, and

WHEREAS, Public Works requested proposals from three sign providers, and

WHEREAS, Traffic Control & Protection submitted the lowest proposal in the amount of $11,552.

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 a Purchase Order to Traffic Control & Protection Inc. for Bike Path Signage in the Not to Exceed Amount of $11,552.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 27, 2024.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Traffic Control & Protection Inc
Bartlett, IL 60103

An Equal Opportunity Employer

Phone 630-293-0026 | Fax 630-497-0526

Quote

Date	Quote #
12/18/2023	28683

Name / Address	Ship To
Village of Bensenville Accts Payable Dept 12 South Center St Bensenville, IL 60106	Public Works Attn: Joe 717 E Jefferson Bensenville, IL 60106

Terms	Rep	FOB	Shipping Method	Estimated Ship Date
Net 30	KEK	Bartlett	Our Truck	

Item	Description	Qty	Cost	Total
218R1-1	18" HIP W/R 080 Stop Sign	45	18.10	814.50
136W11-15	36" DG3 B/FYG 080 Bike/Pedestrian Symbol	33	83.25	2,747.25
12418W11-...	24" x 18" DG3 B/FYG 080 Trail Xing	33	26.55	876.15
118W2-2	18" DG3 B/FY 080 Side Road	18	20.35	366.30
11818080DI	18" DG3 B/FY 080 Misc Sign (W10-12 MUTCD) - Diamond Shaped *Skewed Crossing Sign*	5	20.35	101.75
11818080DI	18" DG3 B/FY 080 Misc Sign (W2-1 MUTCD) - Diamond Shaped *Cross Roads Warning Sign*	42	20.35	854.70
TP20010	Telspar Post 2.00" 14GA 10'	33	33.45	1,103.85
TP20012	Telspar Post 2.00" 14GA 12'	50	39.85	1,992.50

This is only a quote. Please DO NOT remit payment. Thank you.

Orders for custom products cannot be cancelled or returned once an order has been placed. Returns of stock items will not be accepted without prior approval - call to discuss.
Standard restocking fee is 25%. No returns will be authorized after 30 days.
A 5% credit processing fee will be applied to approved returns of all orders placed on a credit card.

EFFECTIVE IMMEDIATELY
UNTIL FURTHER NOTICE, DUE TO THE VOLATILITY OF THE MARKET IN RAW MATERIALS, THERE WILL BE SIGNIFICANT PRICE INCREASES FOR REFLECTIVE SHEETING, ALUMINIUM, COMPLETED SIGNS, PLASTIC PRODUCTS, WOOD, STEEL POSTS AND ALL PRODUCTS RELATING TO THESE ITEMS
PRICE QUOTES WILL ONLY BE HELD FOR 7 DAYS AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.
ITEMS MAY BECOME UNAVAILABLE & LEAD TIMES WILL BE LONGER THAN USUAL.

Total

Signature

Traffic Control & Protection Inc
Bartlett, IL 60103

An Equal Opportunity Employer

Phone 630-293-0026	Fax 630-497-0526

Quote

Date	Quote #
12/18/2023	28683

Name / Address	Ship To
Village of Bensenville Accts Payable Dept 12 South Center St Bensenville, IL 60106	Public Works Attn: Joe 717 E Jefferson Bensenville, IL 60106

Terms	Rep	FOB	Shipping Method	Estimated Ship Date
Net 30	KEK	Bartlett	Our Truck	

Item	Description	Qty	Cost	Total
TP22504	Telspar Anchor 2.25" 12GA 4'	100	25.15	2,515.00
Sale Delivery	Sale Delivery	1	150.00	150.00

This is only a quote. Please DO NOT remit payment. Thank you.

Orders for custom products cannot be cancelled or returned once an order has been placed. Returns of stock items will not be accepted without prior approval - call to discuss.
Standard restocking fee is 25%. No returns will be authorized after 30 days.
A 5% credit processing fee will be applied to approved returns of all orders placed on a credit card.

EFFECTIVE IMMEDIATELY
UNTIL FURTHER NOTICE, DUE TO THE VOLATILITY OF THE MARKET IN RAW MATERIALS, THERE WILL BE SIGNIFICANT PRICE INCREASES FOR REFLECTIVE SHEETING, ALUMINIUM, COMPLETED SIGNS, PLASTIC PRODUCTS, WOOD, STEEL POSTS AND ALL PRODUCTS RELATING TO THESE ITEMS
PRICE QUOTES WILL ONLY BE HELD FOR 7 DAYS AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.
ITEMS MAY BECOME UNAVAILABLE & LEAD TIMES WILL BE LONGER THAN USUAL.

Total $11,522.00

Signature _____

Stop Sign R1-1 - $34.00 each
18 " x 18 ", High Intensity Prismatic (HIP), .080“
Qty: 45

Bicycle Pedestrian Crossing Sign W11-15 - $155.00 each
36" dia, .080 High Intensity Prismatic (HIP)
Qty: 33

Trail X-ing Sign - $55.00 each
24 " x 18 ", High Intensity Prismatic (HIP)
Qty: 33

Side Road Symbol Sign W2-2 - $40.00 each
18" dia, .080 High Intensity Prismatic (HIP)
Qty: 18

Skewed Crossing Sign W10-12 - $40.00 each
18" dia, .080 High Intensity Prismatic (HIP)
Qty: 5

Cross Roads Sign W2-1 - $40.00 each
18" dia, .080 High Intensity Prismatic (HIP)
Qty: 42

Galvanized Steel Square Sign Posts - $125.00 each
14 Gauge, 10 ', 2" x 2”
Qty: 33

Galvanized Steel Square Sign Posts - $135.00 each
14 Gauge, 12 ', 2" x 2"
Qty: 50

Square Anchor - $80.00 each
4’ x 2 1/4” 12GA Anchors
Qty: 100

Date: 2/7/2024

CUSTOMER INFORMATION

Company Name: Village of Bensenville

Contact: Joe Ackerman

Job Name: Bike Path Signage

Phone #: 847.627.1115

E-Mail: jackerman@bensenville.il.us

Job Location:

SIGN INFORMATION

MATERIAL: Aluminum Signage & Posts/Anchors

BACKGROUND COLOR: Per Layouts

COPY COLOR: Per Layouts

TEXT: Per Layouts

MOUNT: Holes for Mounting

QTY: Per Specs/Vary

FONT: Standard

SIZE: Per Layouts/Vary

COST: $29,935.00 for products/qtys shown

INSTALLATION: By Others

Production of this order will not start until all pages are returned, with 50% Deposit as required.
These proofs are designed to check for accuracy. Please double check these proofs for spelling, punctuation, sizes, colors, etc... Mark any changes or corrections and return to us by fax or email. You will be responsible for any errors or costs once this proof is approved.
The above costs do not include an permits, drawings, etc. that may be needed.

QUOTE GOOD FOR 60 DAYS

☐ Approved
☐ Incorporate Comments & Resubmit
☐ Incorporate Comments & Do Not Resubmit

Approved by:_____
Date:_____

Aaa:Village Bensenville:Bike Path Signage 2-5-2024"

CONCORDE SIGNS LLC
483 W. Wrightwood Ave.,
Elmhurst, IL 60126 630.530.9019
concorde@ameritech.net or concordesign@aol.com

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Jeff Maczko	Public Works	February 27, 2024

DESCRIPTION:

Resolution Authorizing a Purchase Order to MJ Iron Works of Elk Grove Village, IL for Emergency Pedestrian Safety Railing Repairs along Illinois Route 19 (Irving Park Road) in the Not-to-Exceed Amount of $15,000

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
Unanimously approved 4-0	February 20, 2024

BACKGROUND:

In Summer of 2023, Village Staff discovered damaged to the pedestrian safety railing along the north edge of the sidewalk in front of Walgreens at 5 W. Irving Park Road. A vehicle had left the roadway and struck the steel railing along the north edge of the sidewalk. This railing provides protection for pedestrians from the elevation drop-off along the parking lots on the north side of Irving Park Road. This railing was installed as part of the York Road / Irving Park Road / CN Rail Underpass project that was completed in the mid 2010's.

Later in 2023, as Staff was working on finding a fabricator for the damaged railing in front of Walgreens, another section of railing in front of 7 W. Irving Park Road had been discovered damaged as well. This section of railing also provides pedestrian safety from the lower elevation of the Subway and Express Tobacco parking lot.

The section of railing damaged at Walgreens is approximately 38 feet in length. The section damaged by the Subway is approximately 32 feet in length. As reference, the bid pricing during the original construction of these railings was $241 per foot, or $9,158 and $7,712 for the two sections.

KEY ISSUES:

Illinois Route 19 (Irving Park Road) is under the jurisdiction of the Illinois Department of Transportation (IDOT). However, IDOT and the Village have agreements for the maintenance of sidewalks in their rights-of-way. During the York Road / Irving Park Road / CN Rail Underpass Project with the CN Railroad tracks, retaining walls were built along the edge of right-of-way on the northside of Irving Park Road to allow for the construction of a seven-foot-wide carriage walk. A safety railing is required on the top of the wall, along the edge of the sidewalk, to protect against the elevation change from the Walgreens/Subway parking lot and the sidewalk/roadway.

Village Staff has found a local fabrication shop in Elk Grove Village who is able to utilize the original plans from the York Road / Irving Park Road / CN Rail Underpass project to create two new sections of the damaged railing. Bensenville Police were called to the scene of the first damaged railing section at the Walgreens. Police Report # BEP23005218 identifies the person who caused this damage. No information on who, when, or how the second section of railing was damaged is available.

The cost for each section of railing to be fabricated, galvanized, and installed is quoted at $7500 each. This results in a total cost for railing repairs of $15,000. Village Staff will seek reimbursement from the known driver of the vehicle that damaged the first section of railing, in the amount of $7,500.

ALTERNATIVES:
Discretion of the Village Board.

RECOMMENDATION:
Staff recommends an approval of the Resolution Authorizing a Purchase Order to MJ Iron Works of Elk Grove Village, IL for Emergency Pedestrian Safety Railing Repairs along Illinois Route 19 (Irving Park Road) in the Not-to-Exceed Amount of $15,000.

BUDGET IMPACT:
The cost for these railing repairs will be expended from the General Fund Account #11050420-549990. Staff will seek reimbursement from the known person identified in the Police Report that damaged the railing at 5 W. Irving Park Road (Walgreens).

ACTION REQUIRED:
Approval of a Resolution Authorizing a Purchase Order to MJ Iron Works of Elk Grove Village, IL for Emergency Pedestrian Safety Railing Repairs along Illinois Route 19 (Irving Park Road) in the Not-to-Exceed Amount of $15,000.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/15/2024	Resolution Letter
Proposal	2/13/2024	Backup Material
Railing Plan Sheets	2/13/2024	Backup Material
Walgreens Damaged Railing	2/13/2024	Backup Material
Subway Damaged Railing	2/13/2024	Backup Material

RESOLUTION NO.

RESOLUTION AUTHORIZING A PURCHASE ORDER TO MJ IRON WORKS OF ELK GROVE VILLAGE, IL FOR EMERGENCY PEDESTRIAN SAFETY RAILING REPAIRS ALONG ILLINOIS ROUTE 19 (IRVING PARK ROAD) IN THE NOT-TO-EXCEED AMOUNT OF $15,000

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

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

WHEREAS the Village of Bensenville owns and maintains sidewalks and retaining walls along Illinois Route 19 (Irving Park Road); and

WHEREAS, The Village of Bensenville investigated and found two damaged sections of railing which provide pedestrian safety along the edge of sidewalk; and

WHEREAS the Village of Bensenville needs to expedite the repairs of these vital safety protections; and

WHEREAS the Village of Bensenville contacted MJ Iron Works of Elk Grove Village, IL to fabricate and install two new sections of railing to replace the two damaged sections; and

WHEREAS the Village of Bensenville desires to execute a Purchase Order to MJ Iron Works in the not-to-exceed amount of $15,000.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a Purchase Order to MJ Iron Works of Elk Grove Village, IL for Emergency Pedestrian Safety Railing Repairs along Illinois Route 19 (Irving Park Road) in the Not-to-Exceed Amount of $15,000.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 27, 2024.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

IRON WORKS
CHICAGO

4144 N. LAWNDALE AVE, CHICAGO, IL, 60618

PHONE: (773) 447-5612

EMAIL: ALEX@MJIRONWORKS.COM

Project @5 W Irving park in Bensenville IL

PROPOSAL

Fabrication and installation of the new guard railing on two location at same address

Two railing 32’ each per plane to match existing railing at the property .

Removal of damaged existing railings , all new railing will be galvanized and installed per plan .

Time frame to finish this project will be determined by the galvanizing process .

Proposed price is $15000.00 (fifteen thousand)

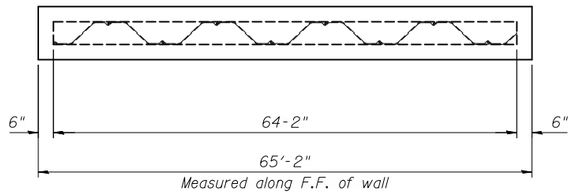
Please contact as with any question or concerns

ACCEPTED BY THE VILLAGE

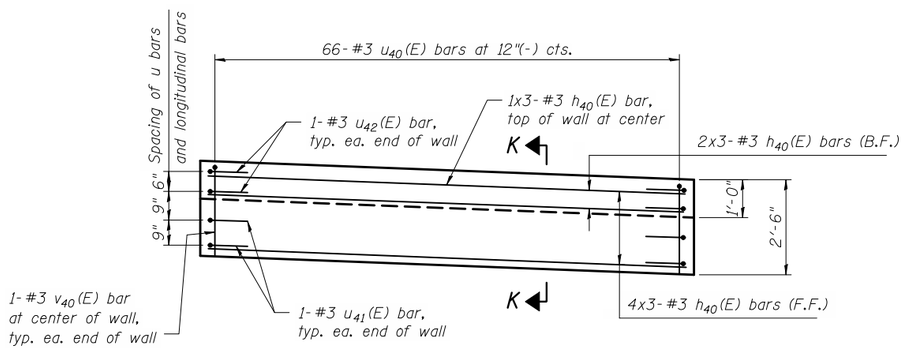
SIGNATURE _____

NAME / TITLE Evan K Summers / Village Manager

DATE February 27, 2024

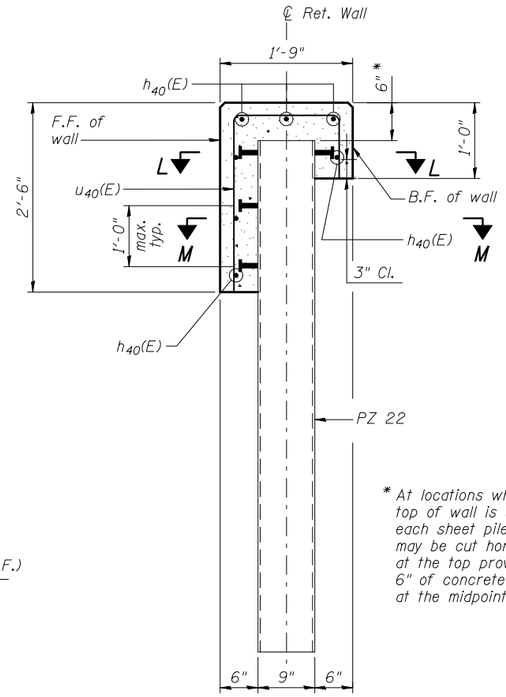


PLAN



CONCRETE FACING ELEVATION

(Front face looking south)

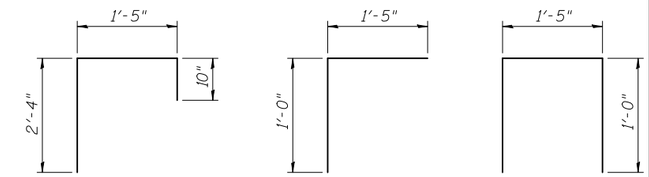


SECTION K-K

* At locations where the top of wall is sloped, each sheet pile section may be cut horizontally at the top provided that 6" of concrete is maintained at the midpoint of the section.

BILL OF BARS

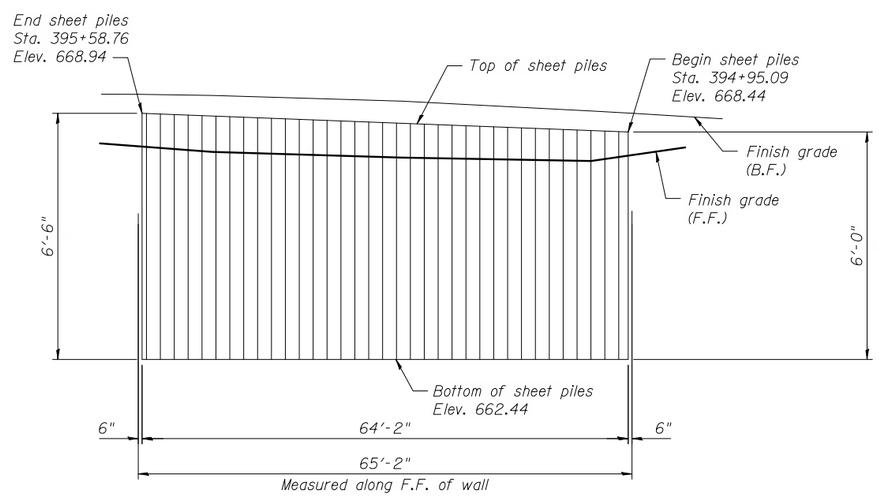
Bar	No.	Size	Length	Shape
h_{40}(E)	21	#3	22'-4"	——
u_{40}(E)	66	#3	4'-7"	⊓
u_{41}(E)	4	#3	2'-5"	⊓
u_{42}(E)	4	#3	3'-5"	⊓
v_{40}(E)	2	#3	2'-4"	——



BAR u_{40}(E) BAR u_{41}(E) BAR u_{42}(E)

BILL OF MATERIAL

ITEM	UNIT	TOTAL
Permanent Steel Sheet Piling	Sq. Ft.	402
Concrete Structures	Cu. Yd.	5.2
Stud Shear Connectors	Each	140
Reinforcement Bars, Epoxy Coated	Pound	310
Pipe Handrail	Foot	65.0
Concrete Sealer	Sq. Ft.	209

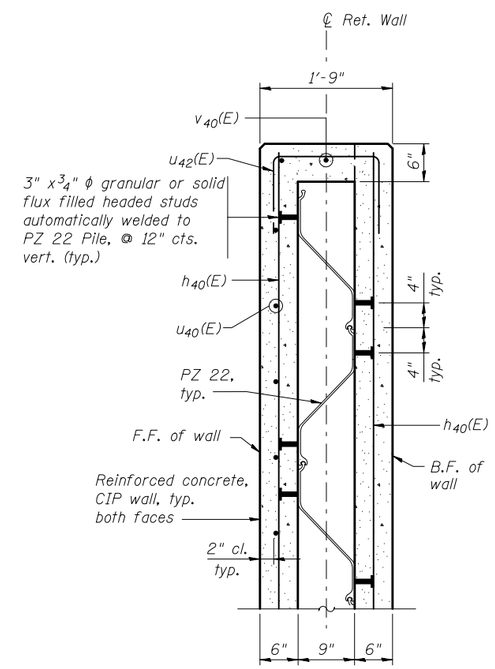


SHEET PILE ELEVATION

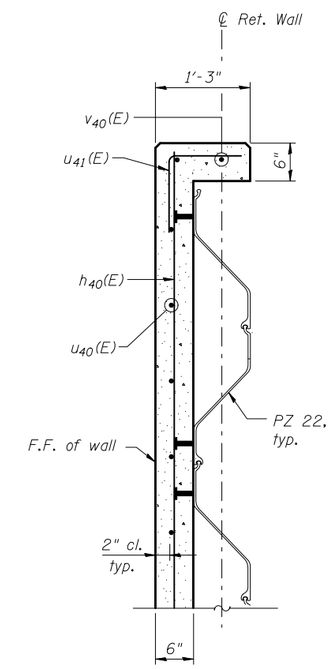
(Front face looking south)

MIN. BAR LAP

#3 bar = 1'-0"



SECTION L-L



SECTION M-M

Subway Wall - 7 W Irving Park Road

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jbabushr
12-19-2014
12:16:21 PM

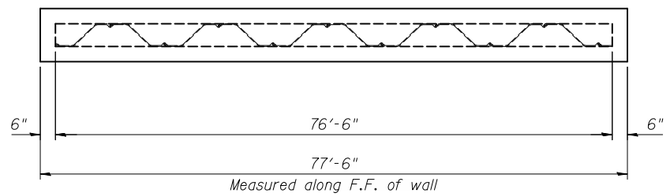
HDR ENGINEERING, INC.	USER NAME = jbabushr	DESIGNED - JAR	REVISED -
	FILE NAME = WYYY-60B42-009-WEL.DGN	CHECKED - VEVS	REVISED -
	PLOT SCALE = NONE	DRAWN - JAR	REVISED -
	PLOT DATE = 12-19-2014	CHECKED - VEVS	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

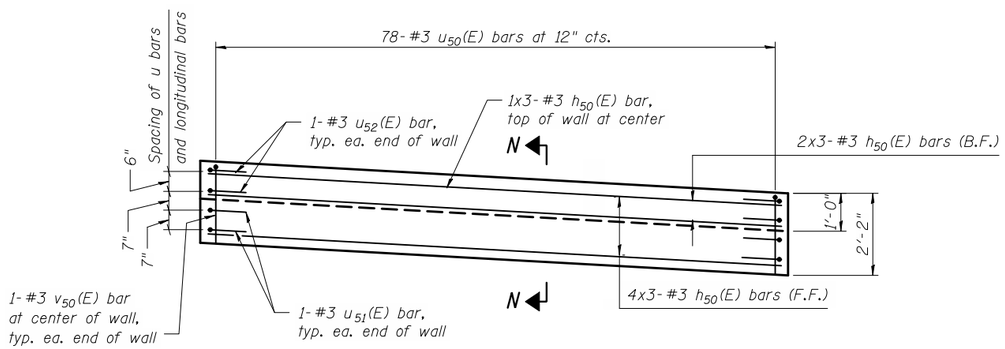
IP-RW-4 PLAN AND ELEVATION
IRVING PARK RD RETAINING WALLS

SHEET NO. 9 OF 13 SHEETS

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1321	32-WRS-5	DU PAGE	495	337
		CONTRACT NO. 60B42		
		ILLINOIS FED. AID PROJECT		

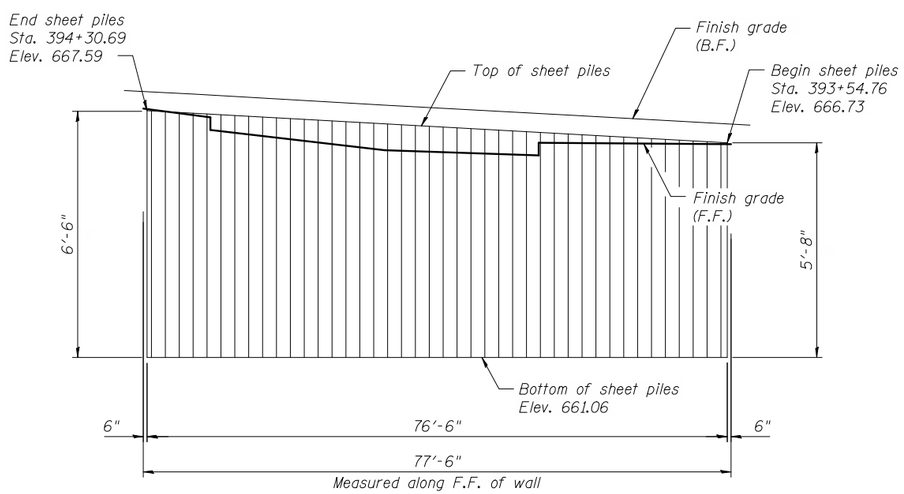


PLAN



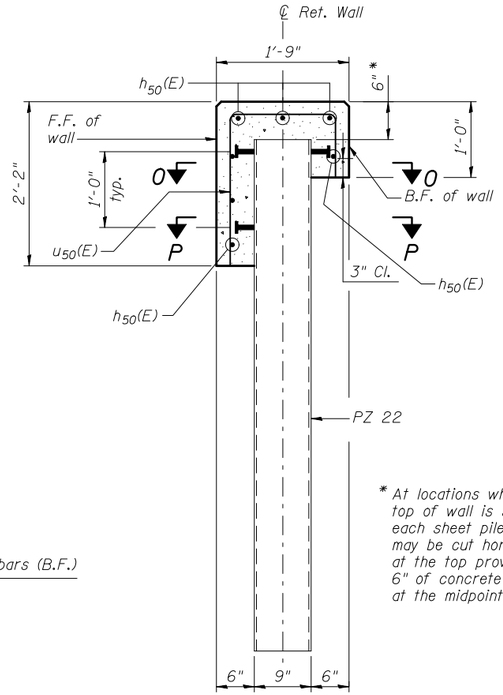
CONCRETE FACING ELEVATION

(Front face looking south)



SHEET PILE ELEVATION

(Front face looking south)

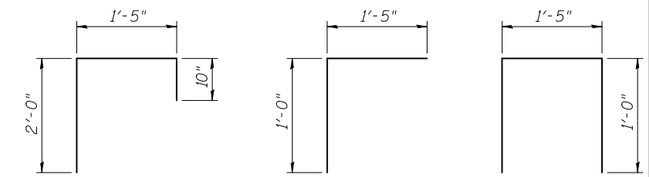


SECTION N-N

* At locations where the top of wall is sloped, each sheet pile section may be cut horizontally at the top provided that 6" of concrete is maintained at the midpoint of the section.

BILL OF BARS

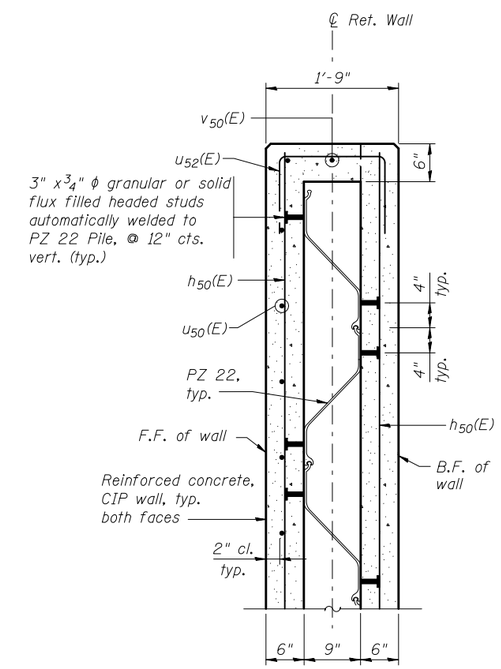
Bar	No.	Size	Length	Shape
h_{50}(E)	21	#3	26'-5"	——
u_{50}(E)	78	#3	4'-3"	⊓
u_{51}(E)	4	#3	2'-5"	⊏
u_{52}(E)	4	#3	3'-5"	⊓
v_{50}(E)	2	#3	2'-0"	——



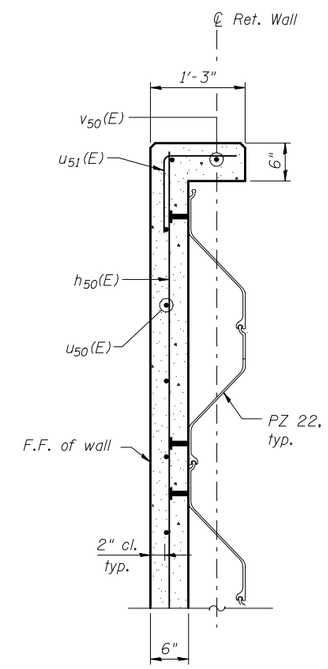
BAR u_{50}(E) BAR u_{51}(E) BAR u_{52}(E)

BILL OF MATERIAL

ITEM	UNIT	TOTAL
Permanent Steel Sheet Piling	Sq. Ft.	466
Concrete Structures	Cu. Yd.	5.7
Stud Shear Connectors	Each	126
Reinforcement Bars, Epoxy Coated	Pound	350
Pipe Handrail	Foot	77.5
Concrete Sealer	Sq. Ft.	209



SECTION O-O



SECTION P-P

MIN. BAR LAP

#3 bar = 1'-0"

Subway Wall - 5 W Irving Park Road

HDR ENGINEERING, INC.	USER NAME = Jbabushr	DESIGNED - JAR	REVISED -
	FILE NAME = WYYY-60B42-010-WEL.DGN	CHECKED - VEVS	REVISED -
	PLOT SCALE = NONE	DRAWN - JAR	REVISED -
	PLOT DATE = 12-19-2014	CHECKED - VEVS	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

IP-RW-5 PLAN AND ELEVATION
IRVING PARK RD RETAINING WALLS

SHEET NO. 10 OF 13 SHEETS

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1321	32-WRS-5	DU PAGE	495	338

CONTRACT NO. 60B42

ILLINOIS FED. AID PROJECT

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12-19-2014
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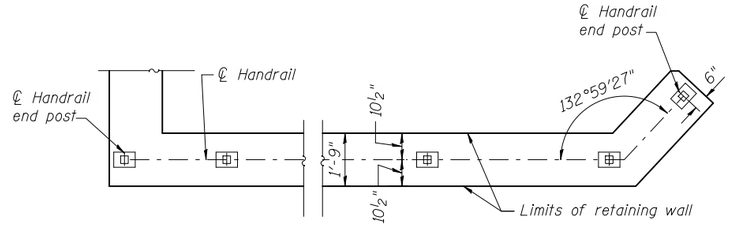
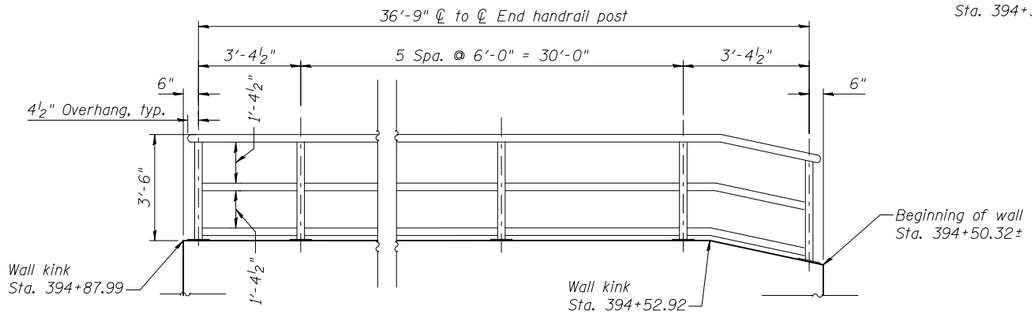


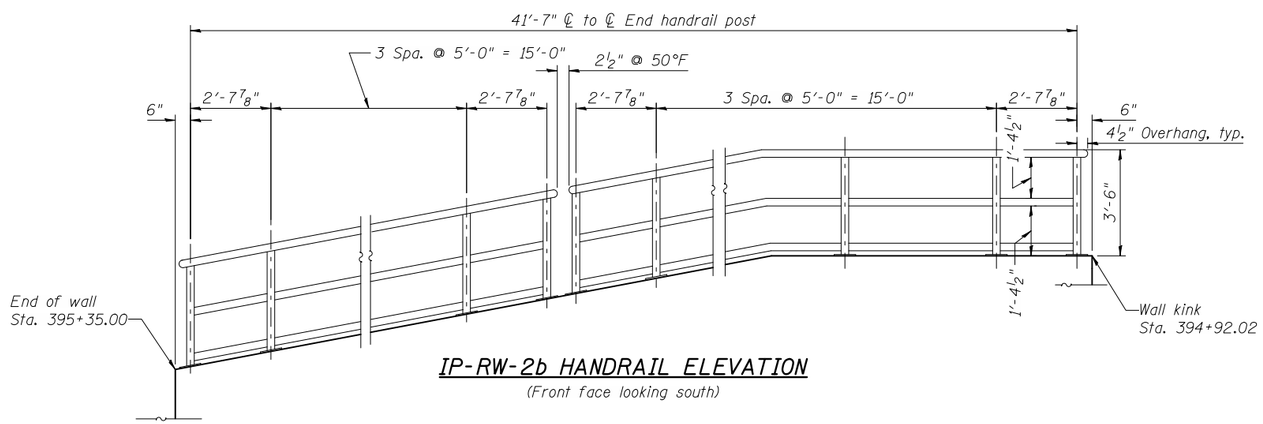
IP-RW-2a HANDRAIL PLAN VIEW



IP-RW-2a HANDRAIL DEVELOPED ELEVATION

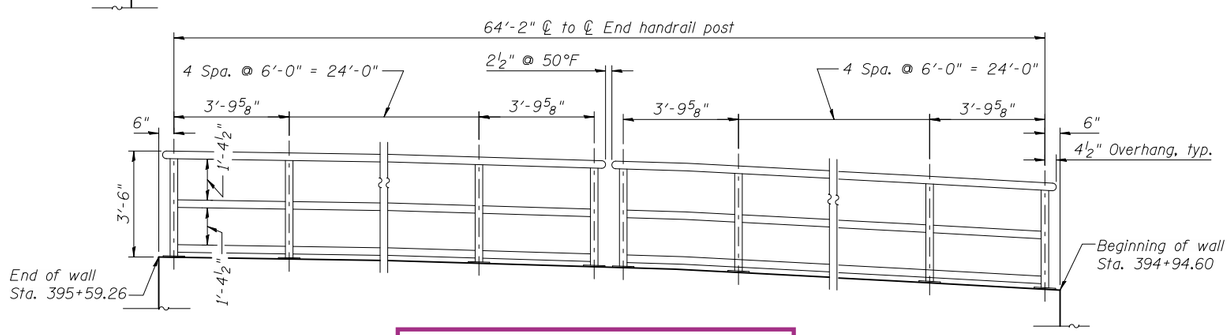
(Front face looking south)

Note: Horizontal dimensions are along centerline of handrail



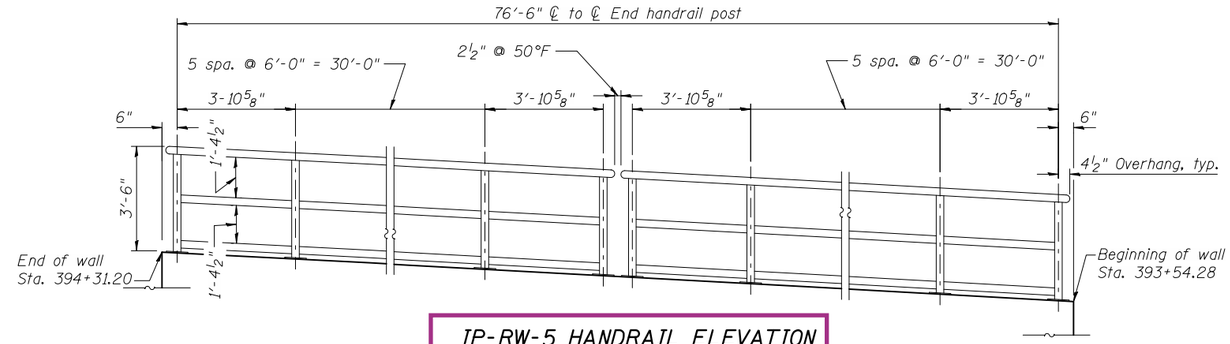
IP-RW-2b HANDRAIL ELEVATION

(Front face looking south)



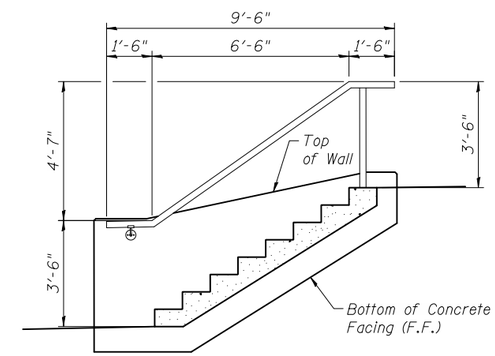
IP-RW-4 HANDRAIL ELEVATION

(Front face looking south)



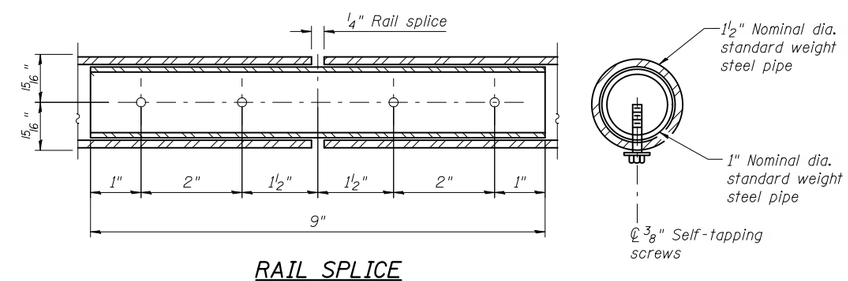
IP-RW-5 HANDRAIL ELEVATION

(Front face looking south)

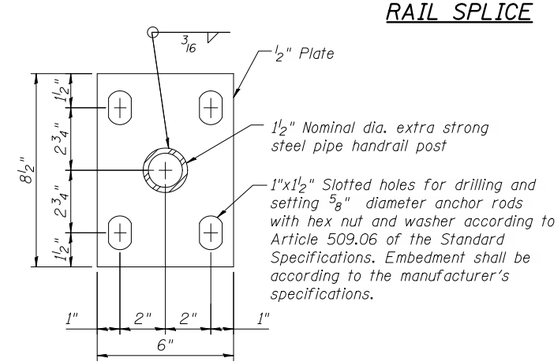


HANDRAIL ELEVATION AT STAIRS

(At IP-RW-2b looking east; IP-RW-2a similar)



RAIL SPLICE



BASE PLATE

NOTES:

1. Railings shall be 1½" dia. standard (Schedule 40) pipe and the posts shall be 1½" dia. extra strong (Schedule 80) pipe. See Article 509 of the Standard Specifications for additional information regarding Pipe Handrail.
2. All steel rail elements shall be galvanized according to Article 509.05 of the Standard Specifications.
3. Handrail shall be centered on wall. If wall width differs from plan dimension due to sheet pile section selected by the Contractor, the handrail position shall be adjusted to maintain the sidewalk width shown.

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jbabushr

12-19-2014
12:16:28 PM

HDR ENGINEERING, INC.	USER NAME = jbabushr	DESIGNED - JAH	REVISED -
	FILE NAME = WYYY-60B42-011-DET.DGN	CHECKED - VEVS	REVISED -
	PLOT SCALE = NONE	DRAWN - JAH	REVISED -
	PLOT DATE = 12-19-2014	CHECKED - VEVS	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

HANDRAIL DETAILS
IRVING PARK RD RETAINING WALLS

SHEET NO. 11 OF 13 SHEETS

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1321	32-WRS-5	DU PAGE	495	339
		CONTRACT NO. 60B42		
		ILLINOIS FED. AID PROJECT		

SUBWAY
Tobacco & Vape
NV1500

AMOCO
regular
336 9
AMOCO gasoline
Invigorate
Graham's
Marketplace
diesel
399 9
DIESEL
SAVE
DRIVE THR
SPEED LIMIT
35

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Jeff Maczko	Public Works	February 27, 2024

DESCRIPTION:

Resolution Authorizing the Award of a Construction Contract for the 2023 CDBG – Browngate Subdivision Improvements Project to Acqua Contractors Corporation of Elmhurst, IL in the Not-to-Exceed Amount of $1,900,000

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
Unanimously approved 4-0	February 20, 2024

BACKGROUND:

The Browngate Subdivision consisting of Green Valley Street (Marshall to east end), Kevyn Lane, Stoneham Street, and North Franzen Street is in need of watermain replacement, storm sewer improvements, and roadway improvements do the age of the existing infrastructure. The Browngate Subdivision falls into a census block that is eligible for DuPage County Community Development Block Grant (CDBG) funding. In October of 2021, the Village submitted an application for DuPage County CDBG funds for the 2023 Browngate Subdivision Roadway & Watermain Improvements Project. The CDBG program is generally a 75/25 split with a maximum cap of $600,000 per project.

The Village requested and has been awarded the maximum $600,000 towards the total anticipated project construction costs through the CDBG program. The CDBG Program is a reimbursable program in which the Village fronts the initial costs and is reimbursed by DuPage County. The scope of work proposed includes installation of approximately 1,600 linear feet of eight-inch (8") ductile iron watermain with appurtenances, approximately 1,500 feet of new storm sewer, enhanced resurfacing of roadway pavement, curb and gutter replacement, spot sidewalk replacement, driveway replacement, ADA sidewalk upgrades, and landscape restoration.

KEY ISSUES:

Bids were received and opened on Tuesday February 6, 2024 for the project. Thirteen (13) contractors submitted bids for this project. Acqua Contractors Company submitted the lowest responsible bid. A summary of the results is included below.

Contractor	Corrected Bid Amount	Rank
Acqua Contractors Corporation	$ 1,900,000.00	1
John Neri Construction Co., Inc.	$ 1,999,202.55	2
Concept Plumbing Inc	$ 2,002,532.25	3
RW Dunteman Company	$ 2,151,000.00	4
A Lamp Concrete Contractors, Inc.	$ 2,258,521.63	5
Martam Construction, Inc.	$ 2,271,194.50	6
Millennium Contracting Co.	$ 2,295,356.00	7

Schroeder Asphalt Services, Inc.	$ 2,301,080.25	8
Performance Construction & Engineering, LLC	$ 2,338,883.00	9
Swallow Construction	$ 2,441,592.40	10
Trine Construction	$ 2,467,944.10	11
Kane County Excavating	$ 2,479,166.10	12
Mauro Sewer Construction, Inc.	$ 2,549,840.00	13
Engineer's Estimate	*$2,174,872.00*	*N/A*

ALTERNATIVES:
Discretion of the Village Board.

RECOMMENDATION:
Staff recommends award of a Construction Contract for the 2023 CDBG – Browngate Subdivision Improvements Project to Acqua Contractors Corporation of Elmhurst, IL in the not-to-exceed amount of $1,900,000.

BUDGET IMPACT:
In FY-2024, a total of $2,180,000 has been budgeted for this project between the Capital Improvements Fund, TIF 12 Fund, and Utility Fund. Based on the bid prices received, the proposed budget impact will be as follows:

- $654,000.00 from Capital Improvements Fund Account #31080810-596000
- $941,000.00 from TIF 12 Account #37980850-596000
- $305,000 from Utility Fund Account #51080860-596000

The Village will be reimbursed 76% of the actual project construction costs, up to a maximum of $600,000.00, per the Community Development Block Grant (CD23-04) agreement between DuPage County and the Village of Bensenville, dated September 7, 2023.

ACTION REQUIRED:
Approval of a Resolution Authorizing the Award of a Construction Contract for the 2023 CDBG – Browngate Subdivision Improvements Project to Acqua Contractors Corporation of Elmhurst, IL in the not-to-exceed amount of $1,900,000.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/12/2024	Resolution Letter
Location Map	2/12/2024	Backup Material
Bid Recommendation & Bid Tab	2/12/2024	Backup Material
Draft Contract	2/14/2024	Backup Material

RESOLUTION NO. _____

AUTHORIZING THE AWARD OF A CONSTRUCTION CONTRACT FOR THE 2023 CDBG – BROWNGATE SUBDIVISION IMPROVEMENTS PROJECT TO ACQUA CONTRACTORS CORPORATION OF ELMHURST, IL IN THE NOT-TO-EXCEED AMOUNT OF $1,900,000

WHEREAS the Village of Bensenville strives to provide quality services to its residents and businesses; and

WHEREAS pavement and utility maintenance is one of the core services provided by the Village; and

WHEREAS the Browngate Subdivision consisting of Green Valley Street (Marshall to east end), Kevyn Lane, Stoneham Street, and North Franzen Street is in need of watermain replacement, storm sewer improvements, and roadway improvements do the age of the existing infrastructure; and

WHEREAS the Browngate Subdivision falls into a census block that is eligible for DuPage County Community Development Block Grant (CDBG) funding; and

WHEREAS in October of 2021, the Village submitted an application for $600,000 of DuPage County CDBG funds for the 2023 Browngate Subdivision Roadway & Watermain Improvements Project; and

WHEREAS DuPage County Staff has notified the Village that we are being recommend for funding; and

WHEREAS the proposed scope of improvements includes installation of approximately 1,600 linear feet of eight-inch (8") ductile iron watermain with appurtenances, approximately 1,500 feet of new storm sewer, enhanced resurfacing of roadway pavement, curb and gutter replacement, spot sidewalk replacement, driveway replacement, ADA sidewalk upgrades, and landscape restoration; and

WHEREAS the project was advertised for bid on January 11, 2024, with a bid opening date of February 6, 2024; and

WHEREAS Acqua Contractors Corporation of Elmhurst, IL submitted the lowest most responsible bid at the February 6, 2024 bid opening in the amount of $1,900,000.00.

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 award of a Construction Contract for the

2023 CDBG – Browngate Subdivision Improvements Project to Acqua Contractors Corporation of Elmhurst, IL in the not-to-exceed amount of $1,900,000.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 27, 2024.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

GISConsortium | 2023 CDBG Project - Browngate Subdivision Improvements

0 300 600 ft

Print Date: 11/8/2022

Notes

Project Location Map

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

February 8, 2024

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

Re: Browngate Subdivision Improvements
Recommendation of Award

Dear Mr. Caracci:

Bids were received, opened and tabulated for work to be done on the above referenced project at 11:00 AM, February 6, 2024. Representatives from the Village, the contractors bidding the project and our firm were in attendance.

At this time, we recommend the acceptance of the bid and approval of the award to be made to Acqua Contractors Corporation, 551 S. IL Route 83, Elmhurst, IL 60126 in the total bid amount of **$1,900,000.00.** Attached, please find a tabulation of bids for your reference.

If you have any questions or require any additional information, please call our office.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

Curtis P. Dettmann, P.E.
Senior Project Manager

pc: Jeff Maczko P.E., Village Engineer, via e-mail
BPS – EEI, via e-mail
PGW2 – EEI, via e-mail

Engineering Enterprises, Inc.

BID TABULATION
BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS
VILLAGE OF BENSENVILLE

		BID TABULATION BIDS RECD 2/6/2024		**ALAMP CONCRETE CONTRACTORS, INC.** 1900 Wright Boulevard Schaumburg, Illinois 60193		**PERFORMANCE CONSTRUCTION & ENGINEERING, LLC** 217 W. John Street Plano, IL 60545		**SCHROEDER ASPHALT SERVICES, INC.** P.O. BOX 831 Huntley, IL 60142		**MARTAM CONSTRUCTION, INC.** 1200 Gasket Drive Elgin, IL 60120		**JOHN NERI CONSTRUCTION CO., INC.** 770 Factory Road Addison, IL 60101		**R.W. DUNTEMAN CO.** 600 S. Lombard Road P.O. Box 1129 Addison, IL 60101		**SWALLOW CONSTRUCTION CORPORATION** 490 Topsoil Drive West Chicago, IL 60185		**MILLENNIUM CONTRACTING CO.** 5933 N Knox Ave Chicago, IL 60646	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	250	20.00	$ 5,000.00	35.00	$ 8,750.00	45.00	$ 11,250.00	63.00	$ 15,750.00	1.00	$ 250.00	52.05	$ 13,012.50	23.00	$ 5,750.00	50.00	$ 12,500.00
2	PREPARATION OF BASE	SY	5,014	1.15	$ 5,766.10	0.75	$ 3,760.50	1.50	$ 7,521.00	1.00	$ 5,014.00	2.00	$ 10,028.00	2.15	$ 10,780.10	1.00	$ 5,014.00	3.00	$ 15,042.00
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	750	0.01	$ 7.50	3.25	$ 2,437.50	2.00	$ 1,500.00	5.00	$ 3,750.00	6.00	$ 4,500.00	3.40	$ 2,550.00	5.00	$ 3,750.00	3.00	$ 2,250.00
4	PARKWAY RESTORATION	SY	2,730	11.00	$ 30,030.00	19.00	$ 51,870.00	20.00	$ 54,600.00	20.00	$ 54,600.00	24.00	$ 65,520.00	17.50	$ 47,775.00	18.25	$ 49,822.50	31.00	$ 84,630.00
5	RESTORATION	SY	2,164	9.00	$ 19,476.00	10.00	$ 21,640.00	13.20	$ 28,564.80	12.00	$ 25,968.00	15.00	$ 32,460.00	10.50	$ 22,722.00	12.00	$ 25,968.00	6.00	$ 12,984.00
6	PERIMETER EROSION BARRIER	LF	1,438	3.50	$ 5,033.00	2.25	$ 3,235.50	5.00	$ 7,190.00	4.00	$ 5,752.00	3.25	$ 4,673.50	2.25	$ 3,235.50	5.05	$ 7,261.90	4.00	$ 5,752.00
7	SUPPLEMENTAL WATERING	UNIT	40	1.00	$ 40.00	1.00	$ 40.00	110.00	$ 4,400.00	1.00	$ 40.00	1.00	$ 40.00	0.10	$ 4.00	100.00	$ 4,000.00	50.00	$ 2,000.00
8	INLET & PIPE PROTECTION	EACH	25	150.00	$ 3,750.00	215.00	$ 5,375.00	195.00	$ 4,875.00	200.00	$ 5,000.00	10.00	$ 250.00	125.00	$ 3,125.00	225.00	$ 5,625.00	225.00	$ 5,625.00
9	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	79	40.00	$ 3,160.00	37.00	$ 2,923.00	47.00	$ 3,713.00	68.00	$ 5,372.00	50.00	$ 3,950.00	37.00	$ 2,923.00	75.00	$ 5,925.00	150.00	$ 11,850.00
10	MAILBOX REMOVAL AND RESET WITH NEW POST	EACH	28	250.00	$ 7,000.00	175.00	$ 4,900.00	300.00	$ 8,400.00	260.00	$ 7,280.00	200.00	$ 5,600.00	245.50	$ 6,874.00	50.00	$ 1,400.00	200.00	$ 5,600.00
11	AGGREGATE BASE COURSE, TYPE B 4"	SY	229	8.00	$ 1,832.00	7.00	$ 1,603.00	8.00	$ 1,832.00	12.00	$ 2,748.00	6.50	$ 1,488.50	12.85	$ 2,942.65	25.25	$ 5,782.25	12.00	$ 2,748.00
12	AGGREGATE BASE COURSE REPAIR	TON	500	17.00	$ 8,500.00	14.00	$ 7,000.00	25.00	$ 12,500.00	25.00	$ 12,500.00	18.00	$ 9,000.00	40.75	$ 20,375.00	22.35	$ 11,175.00	40.00	$ 20,000.00
13	AGGREGATE SUBGRADE IMPROVEMENTS	CY	250	20.00	$ 5,000.00	40.00	$ 10,000.00	60.00	$ 15,000.00	55.00	$ 13,750.00	55.00	$ 13,750.00	41.95	$ 10,487.50	33.50	$ 8,375.00	45.00	$ 11,250.00
14	HOT-MIX ASPHALT BINDER COURSE, IL 19.0	TON	1,138	87.50	$ 99,575.00	78.50	$ 89,333.00	88.00	$ 100,144.00	89.00	$ 101,282.00	88.50	$ 100,713.00	90.90	$ 103,444.20	78.75	$ 89,617.50	90.00	$ 102,420.00
15	HOT-MIX ASPHALT SURFACE REMOVAL, BUTT-JOINT	SY	63	10.00	$ 630.00	30.00	$ 1,890.00	20.00	$ 1,260.00	28.00	$ 1,764.00	42.00	$ 2,646.00	27.45	$ 1,729.35	30.50	$ 1,921.50	31.00	$ 1,953.00
16	HOT-MIX ASPHALT SURFACE COURSE, MIX D	TON	569	93.50	$ 53,201.50	93.50	$ 53,201.50	105.00	$ 59,745.00	108.00	$ 61,452.00	105.00	$ 59,745.00	86.40	$ 49,161.60	93.75	$ 53,343.75	91.00	$ 51,779.00
17	BITUMINOUS MATERIAL, TACK COAT	LBS	1,150	0.01	$ 11.50	0.10	$ 115.00	0.01	$ 11.50	0.01	$ 11.50	0.10	$ 115.00	1.05	$ 1,207.50	0.15	$ 172.50	2.00	$ 2,300.00
18	BITUMINOUS MATERIAL, PRIME COAT	LBS	1,150	0.01	$ 11.50	0.10	$ 115.00	0.01	$ 11.50	2.55	$ 2,932.50	0.10	$ 115.00	1.05	$ 1,207.50	0.15	$ 172.50	2.00	$ 2,300.00
19	CLASS D PATCH, 6-INCH	SY	3	150.00	$ 450.00	525.00	$ 1,575.00	500.00	$ 1,500.00	164.00	$ 492.00	600.00	$ 1,800.00	623.00	$ 1,869.00	532.00	$ 1,596.00	540.00	$ 1,620.00
20	PCC SIDEWALK, 5-INCH	SF	11,823	7.75	$ 91,628.25	7.90	$ 93,401.70	9.65	$ 114,091.95	9.00	$ 106,407.00	9.50	$ 112,318.50	8.30	$ 98,130.90	8.75	$ 103,451.25	8.00	$ 94,584.00
21	SIDEWALK REMOVAL	SF	10,285	1.25	$ 12,856.25	2.25	$ 23,141.25	2.00	$ 20,570.00	1.50	$ 15,427.50	2.25	$ 23,141.25	2.10	$ 21,598.50	2.25	$ 23,141.25	2.00	$ 20,570.00
22	DETECTABLE WARNINGS	SF	100	25.00	$ 2,500.00	31.00	$ 3,100.00	30.00	$ 3,000.00	38.00	$ 3,800.00	65.00	$ 6,500.00	36.65	$ 3,665.00	32.25	$ 3,225.00	36.00	$ 3,600.00
23	HOT-MIX ASPHALT PAVEMENT REMOVAL (VARIABLE DEPTH)	SY	5,014	6.00	$ 30,084.00	9.50	$ 47,633.00	6.00	$ 30,084.00	8.00	$ 40,112.00	11.25	$ 56,407.50	13.20	$ 66,184.80	10.00	$ 50,140.00	9.00	$ 45,126.00
24	COMBINATION CONCRETE C&G REMOVAL	LF	3,284	4.75	$ 15,599.00	9.00	$ 29,556.00	6.00	$ 19,704.00	9.00	$ 29,556.00	6.00	$ 19,704.00	8.00	$ 26,272.00	9.00	$ 29,556.00	8.00	$ 26,272.00
25	COMBINATION CONCRETE C&G, TY B4.12	LF	3,264	28.00	$ 91,392.00	26.45	$ 86,332.80	26.00	$ 84,864.00	38.00	$ 124,032.00	29.50	$ 96,288.00	31.95	$ 104,284.80	37.50	$ 122,400.00	32.00	$ 104,448.00
26	COMBINATION CONCRETE C&G, TY M3.12	LF	20	28.00	$ 560.00	56.25	$ 1,125.00	26.00	$ 520.00	56.00	$ 1,120.00	75.00	$ 1,500.00	112.15	$ 2,243.00	37.50	$ 750.00	100.00	$ 2,000.00
27	THERMOPLASTIC PAVEMENT MARKING LINE, 6-IN WHITE	LF	400	10.00	$ 4,000.00	14.00	$ 5,600.00	8.00	$ 3,200.00	8.00	$ 3,200.00	7.00	$ 2,800.00	8.45	$ 3,380.00	7.25	$ 2,900.00	25.00	$ 10,000.00
28	THERMOPLASTIC PAVEMENT MARKING LINE, 24-IN WHITE	LF	200	17.00	$ 3,400.00	38.00	$ 7,600.00	11.00	$ 2,200.00	12.00	$ 2,400.00	25.00	$ 5,000.00	12.95	$ 2,590.00	11.00	$ 2,200.00	40.00	$ 8,000.00
29	HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SY	194	60.00	$ 11,640.00	63.00	$ 12,222.00	70.00	$ 13,580.00	121.00	$ 23,474.00	85.00	$ 16,490.00	80.95	$ 15,704.30	76.00	$ 14,744.00	88.00	$ 17,072.00
30	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SY	365	125.00	$ 45,625.00	113.50	$ 41,427.50	123.00	$ 44,895.00	121.00	$ 44,165.00	124.00	$ 45,260.00	100.15	$ 36,554.75	112.00	$ 40,880.00	105.00	$ 38,325.00
31	BRICK DRIVEWAY REMOVAL AND REINSTALLATION	SF	30	50.00	$ 1,500.00	50.00	$ 1,500.00	22.00	$ 660.00	33.00	$ 990.00	75.00	$ 2,250.00	43.65	$ 1,309.50	44.00	$ 1,320.00	66.00	$ 1,980.00
32	CATCH BASIN TY A, 4' DIA, TY 11 FRAME AND GRATE	EACH	12	3,650.00	$ 43,800.00	5,800.00	$ 69,600.00	5,450.00	$ 65,400.00	4,890.00	$ 58,680.00	4,600.00	$ 55,200.00	3,987.50	$ 47,850.00	5,500.00	$ 66,000.00	4,725.00	$ 56,700.00
33	MANHOLES, TY A, 4' DIA, TY 1 FRAME, CLOSED LID	EACH	1	5,200.00	$ 5,200.00	6,500.00	$ 6,500.00	4,400.00	$ 4,400.00	4,700.00	$ 4,700.00	4,500.00	$ 4,500.00	11,694.50	$ 11,694.50	12,500.00	$ 12,500.00	5,000.00	$ 5,000.00
34	MANHOLES, TY A, 5' DIA, TY 1 FRAME, CLOSED LID	EACH	6	7,000.00	$ 42,000.00	7,000.00	$ 42,000.00	7,100.00	$ 42,600.00	5,760.00	$ 34,560.00	5,500.00	$ 33,000.00	4,907.50	$ 29,445.00	12,500.00	$ 75,000.00	6,600.00	$ 39,600.00
35	MANHOLES, TY A, 6' DIA, TY 1 FRAME, CLOSED LID	EACH	3	7,500.00	$ 22,500.00	8,800.00	$ 26,400.00	11,000.00	$ 33,000.00	6,710.00	$ 20,130.00	7,400.00	$ 22,200.00	6,866.50	$ 20,599.50	12,500.00	$ 37,500.00	9,200.00	$ 27,600.00

ENGINEERING ENTERPRISES, INC.
52 WHEELER ROAD, SUGAR GROVE, ILLINOIS

Engineering Enterprises, Inc.

BID TABULATION
BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS
VILLAGE OF BENSENVILLE

		BID TABULATION BIDS RECD 2/6/2024		**ALAMP CONCRETE CONTRACTORS, INC.** 1900 Wright Boulevard Schaumburg, Illinois 60193		**PERFORMANCE CONSTRUCTION & ENGINEERING, LLC** 217 W. John Street Plano, IL 60545		**SCHROEDER ASPHALT SERVICES, INC.** P.O. BOX 831 Huntley, IL 60142		**MARTAM CONSTRUCTION, INC.** 1200 Gasket Drive Elgin, IL 60120		**JOHN NERI CONSTRUCTION CO., INC.** 770 Factory Road Addison, IL 60101		**R.W. DUNTEMAN CO.** 600 S. Lombard Road P.O. Box 1129 Addison, IL 60101		**SWALLOW CONSTRUCTION CORPORATION** 490 Topsoil Drive West Chicago, IL 60185		**MILLENNIUM CONTRACTING CO.** 5933 N Knox Ave Chicago, IL 60646	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
36	MANHOLES, TY A, 7' DIA, TY 1 FRAME, CLOSED LID	EACH	1	14,800.00	$ 14,800.00	12,000.00	$ 12,000.00	16,500.00	$ 16,500.00	9,860.00	$ 9,860.00	9,800.00	$ 9,800.00	11,213.50	$ 11,213.50	15,500.00	$ 15,500.00	13,300.00	$ 13,300.00
37	INLET, TY A, TY 11 FRAME AND GRATE	EACH	11	4,000.00	$ 44,000.00	3,500.00	$ 38,500.00	2,100.00	$ 23,100.00	1,940.00	$ 21,340.00	2,500.00	$ 27,500.00	2,149.50	$ 23,644.50	5,500.00	$ 60,500.00	3,200.00	$ 35,200.00
38	STORM SEWER, CLASS B, TYPE 2, 12" RCP	LF	767	130.00	$ 99,710.00	165.00	$ 126,555.00	120.00	$ 92,040.00	88.00	$ 67,496.00	98.00	$ 75,166.00	90.50	$ 69,413.50	130.00	$ 99,710.00	136.00	$ 104,312.00
39	STORM SEWER, CLASS B, TYPE 2, 15" RCP	LF	571	131.00	$ 74,801.00	170.00	$ 97,070.00	143.00	$ 81,653.00	98.00	$ 55,958.00	121.00	$ 69,091.00	99.00	$ 56,529.00	141.00	$ 80,511.00	140.00	$ 79,940.00
40	STORM SEWER, CLASS B, TYPE 2, 18" RCP	LF	139	185.00	$ 25,715.00	180.00	$ 25,020.00	183.00	$ 25,437.00	108.00	$ 15,012.00	126.00	$ 17,514.00	127.00	$ 17,653.00	143.00	$ 19,877.00	175.00	$ 24,325.00
41	STORM SEWER, CLASS B, TYPE 2, 21" RCP	LF	0	-	$ -	-	$ -	275.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	500.00	$ -	200.00	$ -
42	STORM SEWER, CLASS B, TYPE 2, 24" RCP	LF	341	231.00	$ 78,771.00	190.00	$ 64,790.00	300.00	$ 102,300.00	142.00	$ 48,422.00	148.00	$ 50,468.00	140.50	$ 47,910.50	250.00	$ 85,250.00	205.00	$ 69,905.00
43	STORM SEWER, CLASS B, TYPE 2, 36" RCP	LF	1,050	250.00	$ 262,500.00	225.00	$ 236,250.00	340.00	$ 357,000.00	186.00	$ 195,300.00	199.00	$ 208,950.00	153.50	$ 161,175.00	175.00	$ 183,750.00	250.00	$ 262,500.00
44	CONNECTION TO EXISTING STORM SEWER	EACH	2	1,250.00	$ 2,500.00	3,500.00	$ 7,000.00	2,750.00	$ 5,500.00	1,460.00	$ 2,920.00	1,200.00	$ 2,400.00	1,100.00	$ 2,200.00	11,500.00	$ 23,000.00	3,000.00	$ 6,000.00
45	WATER MAIN, 8-INCH D.I.P., CLASS 52, WITH POLYETHYLENE WRAP	LF	1,830	204.00	$ 373,320.00	165.00	$ 301,950.00	165.00	$ 301,950.00	167.00	$ 305,610.00	175.00	$ 320,250.00	177.50	$ 324,825.00	155.00	$ 283,650.00	183.00	$ 334,890.00
46	WATER MAIN, 12-INCH D.I.P., CLASS 52, WITH POLYETHYLENE WRAP	LF	21	345.00	$ 7,245.00	225.00	$ 4,725.00	330.00	$ 6,930.00	388.00	$ 8,148.00	325.00	$ 6,825.00	259.00	$ 5,439.00	250.00	$ 5,250.00	200.00	$ 4,200.00
47	WATER SERVICE LINE, 1-INCH TYPE K COPPER	FOOT	695	105.00	$ 72,975.00	55.00	$ 38,225.00	38.50	$ 26,757.50	48.00	$ 33,360.00	32.00	$ 22,240.00	33.50	$ 23,282.50	33.00	$ 22,935.00	72.00	$ 50,040.00
48	WATER SERVICE LINE, 2-INCH TYPE K COPPER	FOOT	85	123.00	$ 10,455.00	75.00	$ 6,375.00	110.00	$ 9,350.00	74.00	$ 6,290.00	90.00	$ 7,650.00	46.50	$ 3,952.50	50.00	$ 4,250.00	105.00	$ 8,925.00
49	WATER SERVICE LINE, 3-INCH TYPE K COPPER	FOOT	35	217.00	$ 7,595.00	165.00	$ 5,775.00	220.00	$ 7,700.00	244.00	$ 8,540.00	145.00	$ 5,075.00	133.00	$ 4,655.00	130.00	$ 4,550.00	113.00	$ 3,955.00
50	WATER SERVICE CONNECTION	EACH	30	3,300.00	$ 99,000.00	3,200.00	$ 96,000.00	2,750.00	$ 82,500.00	3,360.00	$ 100,800.00	2,000.00	$ 60,000.00	2,709.50	$ 81,285.00	3,500.00	$ 105,000.00	2,500.00	$ 75,000.00
51	GATE VALVE & VALVE VAULT, 8-INCH (RESILIENT SEAT) IN 48-INCH VAULT	EACH	7	7,000.00	$ 49,000.00	6,500.00	$ 45,500.00	5,000.00	$ 35,000.00	7,860.00	$ 55,020.00	6,800.00	$ 47,600.00	6,404.00	$ 44,828.00	7,500.00	$ 52,500.00	4,500.00	$ 31,500.00
52	GATE VALVE & VALVE VAULT, 12-INCH (RESILIENT SEAT) IN 60-INCH VAULT	EACH	3	11,150.00	$ 33,450.00	9,500.00	$ 28,500.00	10,450.00	$ 31,350.00	11,680.00	$ 35,040.00	10,500.00	$ 31,500.00	9,063.00	$ 27,189.00	9,250.00	$ 27,750.00	6,000.00	$ 18,000.00
53	VALVE VAULT TO BE ABANDONED	EACH	5	695.00	$ 3,475.00	1,000.00	$ 5,000.00	440.00	$ 2,200.00	520.00	$ 2,600.00	500.00	$ 2,500.00	1,073.50	$ 5,367.50	350.00	$ 1,750.00	500.00	$ 2,500.00
54	VALVE BOX TO BE ABANDONED	EACH	2	337.00	$ 674.00	500.00	$ 1,000.00	330.00	$ 660.00	270.00	$ 540.00	300.00	$ 600.00	145.00	$ 290.00	275.00	$ 550.00	200.00	$ 400.00
55	FIRE HYDRANT ASSEMBLY, 6-INCH MJ	EACH	5	9,925.00	$ 49,625.00	10,000.00	$ 50,000.00	11,000.00	$ 55,000.00	10,460.00	$ 52,300.00	9,800.00	$ 49,000.00	6,582.50	$ 32,912.50	10,250.00	$ 51,250.00	8,500.00	$ 42,500.00
56	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	5	825.00	$ 4,125.00	500.00	$ 2,500.00	660.00	$ 3,300.00	900.00	$ 4,500.00	1,200.00	$ 6,000.00	791.50	$ 3,957.50	525.00	$ 2,625.00	600.00	$ 3,000.00
57	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 12-INCH	EACH	1	4,830.00	$ 4,830.00	12,000.00	$ 12,000.00	11,000.00	$ 11,000.00	4,860.00	$ 4,860.00	4,500.00	$ 4,500.00	5,688.00	$ 5,688.00	8,000.00	$ 8,000.00	7,500.00	$ 7,500.00
58	CONNECTION TO EXISTING WATER MAIN (PRESSURE), 6-INCH	EACH	1	7,950.00	$ 7,950.00	10,000.00	$ 10,000.00	660.00	$ 660.00	6,420.00	$ 6,420.00	7,800.00	$ 7,800.00	9,728.00	$ 9,728.00	11,000.00	$ 11,000.00	5,000.00	$ 5,000.00
59	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 6-INCH	EACH	1	4,250.00	$ 4,250.00	6,500.00	$ 6,500.00	4,400.00	$ 4,400.00	3,620.00	$ 3,620.00	3,800.00	$ 3,800.00	4,083.50	$ 4,083.50	6,050.00	$ 6,050.00	6,000.00	$ 6,000.00
60	DISCONNECT AND ABANDON EXISTING WATER MAIN, 6"	EACH	2	972.00	$ 1,944.00	1,500.00	$ 3,000.00	2,200.00	$ 4,400.00	1,960.00	$ 3,920.00	1,500.00	$ 3,000.00	1,019.00	$ 2,038.00	1,450.00	$ 2,900.00	2,000.00	$ 4,000.00
61	DUCTILE IRON FITTINGS	LB	2,703	0.01	$ 27.03	0.01	$ 27.03	12.00	$ 32,436.00	11.00	$ 29,733.00	0.10	$ 270.30	1.00	$ 2,703.00	11.50	$ 31,084.50	9.00	$ 24,327.00
62	FIELD LOK GASKET, 12"	EACH	3	277.00	$ 831.00	400.00	$ 1,200.00	385.00	$ 1,155.00	250.00	$ 750.00	250.00	$ 750.00	225.00	$ 675.00	230.00	$ 690.00	250.00	$ 750.00
63	FIELD LOK GASKET, 8"	EACH	7	191.00	$ 1,337.00	375.00	$ 2,625.00	220.00	$ 1,540.00	180.00	$ 1,260.00	200.00	$ 1,400.00	155.00	$ 1,085.00	165.00	$ 1,155.00	160.00	$ 1,120.00
64	FIELD LOK GASKET, 6"	EACH	5	141.00	$ 705.00	300.00	$ 1,500.00	195.00	$ 975.00	150.00	$ 750.00	150.00	$ 750.00	115.00	$ 575.00	115.00	$ 575.00	150.00	$ 750.00
65	HYDROSTATIC TESTS AND DISINFECTION OF THE WATER MAIN	LS	1	4,625.00	$ 4,625.00	10,000.00	$ 10,000.00	5,500.00	$ 5,500.00	2,500.00	$ 2,500.00	5,000.00	$ 5,000.00	5,922.00	$ 5,922.00	25,000.00	$ 25,000.00	6,000.00	$ 6,000.00
66	REMOVE, SALVAGE, AND REINSTALL EXISTING SIGN	EACH	10	350.00	$ 3,500.00	350.00	$ 3,500.00	330.00	$ 3,300.00	255.00	$ 2,550.00	250.00	$ 2,500.00	175.00	$ 1,750.00	325.00	$ 3,250.00	350.00	$ 3,500.00
67	MOBILIZATION	LS	1	132,000.00	$ 132,000.00	135,000.00	$ 135,000.00	35,000.00	$ 35,000.00	132,000.00	$ 132,000.00	48,500.00	$ 48,500.00	155,803.00	$ 155,803.00	144,000.00	$ 144,000.00	90,000.00	$ 90,000.00
68	TRAFFIC CONTROL AND PROTECTION	LS	1	22,000.00	$ 22,000.00	118,992.72	$ 118,992.72	20,000.00	$ 20,000.00	110,000.00	$ 110,000.00	37,400.00	$ 37,400.00	157,963.95	$ 157,963.95	150,000.00	$ 150,000.00	36,047.00	$ 36,047.00
69	CONSTRUCTION LAYOUT	LS	1	22,000.00	$ 22,000.00	15,000.00	$ 15,000.00	22,000.00	$ 22,000.00	23,000.00	$ 23,000.00	1,400.00	$ 1,400.00	10,000.00	$ 10,000.00	6,000.00	$ 6,000.00	6,000.00	$ 6,000.00
70	DUST CONTROL WATERING	UNIT	32	1.00	$ 32.00	150.00	$ 4,800.00	225.00	$ 7,200.00	44.00	$ 1,408.00	50.00	$ 1,600.00	78.05	$ 2,497.60	75.00	$ 2,400.00	750.00	$ 24,000.00

Engineering Enterprises, Inc.

BID TABULATION
BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS
VILLAGE OF BENSENVILLE

		BID TABULATION BIDS RECD 2/6/2024		**ALAMP CONCRETE CONTRACTORS, INC.** 1900 Wright Boulevard Schaumburg, Illinois 60193		**PERFORMANCE CONSTRUCTION & ENGINEERING, LLC** 217 W. John Street Plano, IL 60545		**SCHROEDER ASPHALT SERVICES, INC.** P.O. BOX 831 Huntley, IL 60142		**MARTAM CONSTRUCTION, INC.** 1200 Gasket Drive Elgin, IL 60120		**JOHN NERI CONSTRUCTION CO., INC.** 770 Factory Road Addison, IL 60101		**R.W. DUNTEMAN CO.** 600 S. Lombard Road P.O. Box 1129 Addison, IL 60101		**SWALLOW CONSTRUCTION CORPORATION** 490 Topsoil Drive West Chicago, IL 60185		**MILLENNIUM CONTRACTING CO.** 5933 N Knox Ave Chicago, IL 60646	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
71	NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - TYPE 1	CY	50	99.00	$ 4,950.00	25.00	$ 1,250.00	100.00	$ 5,000.00	126.00	$ 6,300.00	1.00	$ 50.00	101.75	$ 5,087.50	1.00	$ 50.00	75.00	$ 3,750.00
72	NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - TYPE 2	CY	50	33.00	$ 1,650.00	25.00	$ 1,250.00	110.00	$ 5,500.00	80.00	$ 4,000.00	1.00	$ 50.00	25.00	$ 1,250.00	1.00	$ 50.00	25.00	$ 1,250.00
73	EXPLORATORY EXCAVATION	EACH	10	50.00	$ 500.00	350.00	$ 3,500.00	330.00	$ 3,300.00	940.00	$ 9,400.00	50.00	$ 500.00	250.00	$ 2,500.00	250.00	$ 2,500.00	333.00	$ 3,330.00
74	FUNDING SIGN	EACH	1	5,000.00	$ 5,000.00	2,500.00	$ 2,500.00	1,300.00	$ 1,300.00	1,800.00	$ 1,800.00	1,200.00	$ 1,200.00	1,100.00	$ 1,100.00	150.00	$ 150.00	1,000.00	$ 1,000.00
75	STORM SEWER, CLASS B, TYPE 2, 14X23" ELLIPTICAL RCP	FOOT	96	301.00	$ 28,896.00	225.00	$ 21,600.00	400.00	$ 38,400.00	361.00	$ 34,656.00	150.00	$ 14,400.00	113.50	$ 10,896.00	200.00	$ 19,200.00	210.00	$ 20,160.00
76	ALLOWANCE - ITEMS ORDERED BY THE ENGINEER	UNIT	25,000	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00
	TOTAL				**2,258,521.63**		**2,338,883.00**		**2,301,080.25**		**2,271,194.50**		**1,999,202.55**		**2,151,000.00**		**2,441,592.40**		**2,295,356.00**

YELLOW HIGHLIGHT INDICATES MATHEMATICAL ERROS FROM BID SUBMITTAL

% BELOW/ABOVE ENGINEER'S ESTIMATE	3.8%	7.5%	5.8%	4.4%	-8.1%	-1.1%	12.3%	5.5%

Engineering Enterprises, Inc.

BID TABULATION
BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS
VILLAGE OF BENSENVILLE

MAURO SEWER CONSTRUCTION, INC. 1251 Redeker Road Des Plaines, IL 60016		CONCEPT PLUMBING, INC. 554 W. Wood St Palatine, IL 60067		TRINE CONSTRUCTION CORP 1041 Trine Ct., Suite A St. Charles, IL 60174		ACQUA CONTRACTORS CORPORATION 551 S. IL Route 83 Elmhurst, IL 60126		KANE COUNTY EXCAVATING P.O. BOX 554 Hampshire, IL 60140		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
60.00	$ 15,000.00	93.00	$ 23,250.00	105.00	$ 26,250.00	42.00	$ 10,500.00	45.00	$ 11,250.00	$ 40.00	$ 10,000.00
3.00	$ 15,042.00	3.00	$ 15,042.00	0.79	$ 3,961.06	0.80	$ 4,011.20	15.60	$ 78,218.40	$ 45.00	$ 225,630.00
5.00	$ 3,750.00	5.50	$ 4,125.00	2.63	$ 1,972.50	2.00	$ 1,500.00	8.00	$ 6,000.00	$ 4.00	$ 3,000.00
24.00	$ 65,520.00	21.00	$ 57,330.00	18.90	$ 51,597.00	20.50	$ 55,965.00	15.50	$ 42,315.00	$ 20.00	$ 54,600.00
20.00	$ 43,280.00	20.00	$ 43,280.00	12.60	$ 27,266.40	12.00	$ 25,968.00	15.50	$ 33,542.00	$ 12.00	$ 25,968.00
5.00	$ 7,190.00	4.00	$ 5,752.00	3.94	$ 5,665.72	4.00	$ 5,752.00	4.50	$ 6,471.00	$ 5.00	$ 7,190.00
50.00	$ 2,000.00	265.00	$ 10,600.00	105.00	$ 4,200.00	25.00	$ 1,000.00	250.00	$ 10,000.00	$ 5.00	$ 200.00
200.00	$ 5,000.00	328.50	$ 8,212.50	173.25	$ 4,331.25	175.00	$ 4,375.00	150.00	$ 3,750.00	$ 250.00	$ 6,250.00
115.00	$ 9,085.00	53.00	$ 4,187.00	105.00	$ 8,295.00	39.00	$ 3,081.00	100.00	$ 7,900.00	$ 50.00	$ 3,950.00
400.00	$ 11,200.00	581.50	$ 16,282.00	52.50	$ 1,470.00	400.00	$ 11,200.00	350.00	$ 9,800.00	$ 500.00	$ 14,000.00
15.00	$ 3,435.00	13.00	$ 2,977.00	15.23	$ 3,487.67	10.00	$ 2,290.00	10.50	$ 2,404.50	$ 10.00	$ 2,290.00
45.00	$ 22,500.00	26.50	$ 13,250.00	16.80	$ 8,400.00	14.50	$ 7,250.00	35.40	$ 17,700.00	$ 35.00	$ 17,500.00
50.00	$ 12,500.00	57.50	$ 14,375.00	47.25	$ 11,812.50	38.00	$ 9,500.00	55.00	$ 13,750.00	$ 35.00	$ 8,750.00
100.00	$ 113,800.00	117.50	$ 133,715.00	108.68	$ 123,677.84	83.00	$ 94,454.00	95.50	$ 108,679.00	$ 85.00	$ 96,730.00
50.00	$ 3,150.00	32.00	$ 2,016.00	31.50	$ 1,984.50	32.00	$ 2,016.00	69.00	$ 4,347.00	$ 5.00	$ 315.00
110.00	$ 62,590.00	140.00	$ 79,660.00	124.43	$ 70,800.67	99.00	$ 56,331.00	110.50	$ 62,874.50	$ 90.00	$ 51,210.00
2.00	$ 2,300.00	1.25	$ 1,437.50	0.11	$ 126.50	0.11	$ 126.50	1.90	$ 2,185.00	$ 0.20	$ 230.00
2.00	$ 2,300.00	1.25	$ 1,437.50	0.11	$ 126.50	0.11	$ 126.50	1.90	$ 2,185.00	$ 0.20	$ 230.00
700.00	$ 2,100.00	137.00	$ 411.00	577.50	$ 1,732.50	557.00	$ 1,671.00	98.00	$ 294.00	$ 60.00	$ 180.00
10.00	$ 118,230.00	10.50	$ 124,141.50	14.44	$ 170,724.12	8.40	$ 99,313.20	13.50	$ 159,610.50	$ 8.00	$ 94,584.00
3.00	$ 30,855.00	1.75	$ 17,998.75	1.31	$ 13,473.35	2.00	$ 20,570.00	3.50	$ 35,997.50	$ 2.00	$ 20,570.00
50.00	$ 5,000.00	39.00	$ 3,900.00	49.88	$ 4,988.00	33.00	$ 3,300.00	42.20	$ 4,220.00	$ 35.00	$ 3,500.00
12.00	$ 60,168.00	12.00	$ 60,168.00	9.98	$ 50,039.72	10.10	$ 50,641.40	16.00	$ 80,224.00	$ 8.00	$ 40,112.00
10.00	$ 32,840.00	7.50	$ 24,630.00	6.83	$ 22,429.72	7.00	$ 22,988.00	6.50	$ 21,346.00	$ 8.00	$ 26,272.00
38.00	$ 124,032.00	33.00	$ 107,712.00	40.43	$ 131,963.52	28.00	$ 91,392.00	35.50	$ 115,872.00	$ 35.00	$ 114,240.00
125.00	$ 2,500.00	101.00	$ 2,020.00	107.63	$ 2,152.60	60.00	$ 1,200.00	60.50	$ 1,210.00	$ 32.00	$ 640.00
12.00	$ 4,800.00	6.00	$ 2,400.00	7.35	$ 2,940.00	9.60	$ 3,840.00	15.50	$ 6,200.00	$ 3.00	$ 1,200.00
20.00	$ 4,000.00	27.50	$ 5,500.00	10.50	$ 2,100.00	16.20	$ 3,240.00	18.00	$ 3,600.00	$ 11.00	$ 2,200.00
100.00	$ 19,400.00	86.00	$ 16,684.00	78.75	$ 15,277.50	53.00	$ 10,282.00	95.00	$ 18,430.00	$ 55.00	$ 10,670.00
120.00	$ 43,800.00	118.00	$ 43,070.00	144.38	$ 52,698.70	104.00	$ 37,960.00	195.60	$ 71,394.00	$ 105.00	$ 38,325.00
40.00	$ 1,200.00	20.00	$ 600.00	21.00	$ 630.00	40.00	$ 1,200.00	95.00	$ 2,850.00	$ 50.00	$ 1,500.00
5,000.00	$ 60,000.00	4,922.00	$ 59,064.00	5,371.92	$ 64,463.04	3,300.00	$ 39,600.00	6,200.00	$ 74,400.00	$ 6,500.00	$ 78,000.00
4,000.00	$ 4,000.00	4,446.50	$ 4,446.50	6,774.25	$ 6,774.25	3,250.00	$ 3,250.00	5,800.00	$ 5,800.00	$ 5,500.00	$ 5,500.00
6,500.00	$ 39,000.00	5,558.00	$ 33,348.00	7,728.75	$ 46,372.50	4,905.00	$ 29,430.00	6,200.00	$ 37,200.00	$ 6,750.00	$ 40,500.00
10,000.00	$ 30,000.00	6,921.50	$ 20,764.50	9,011.00	$ 27,033.00	7,000.00	$ 21,000.00	6,500.00	$ 19,500.00	$ 8,000.00	$ 24,000.00

Engineering Enterprises, Inc.

BID TABULATION
BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS
VILLAGE OF BENSENVILLE

MAURO SEWER CONSTRUCTION, INC. 1251 Redeker Road Des Plaines, IL 60016		CONCEPT PLUMBING, INC. 554 W. Wood St Palatine, IL 60067		TRINE CONSTRUCTION CORP 1041 Trine Ct., Suite A St. Charles, IL 60174		ACQUA CONTRACTORS CORPORATION 551 S. IL Route 83 Elmhurst, IL 60126		KANE COUNTY EXCAVATING P.O. BOX 554 Hampshire, IL 60140		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
18,000.00	$ 18,000.00	10,292.00	$ 10,292.00	13,542.25	$ 13,542.25	10,250.00	$ 10,250.00	8,000.00	$ 8,000.00	$ 9,000.00	$ 9,000.00
1,900.00	$ 20,900.00	2,721.50	$ 29,936.50	2,743.92	$ 30,183.12	1,700.00	$ 18,700.00	5,200.00	$ 57,200.00	$ 2,100.00	$ 23,100.00
130.00	$ 99,710.00	74.50	$ 57,141.50	153.53	$ 117,757.51	115.00	$ 88,205.00	137.20	$ 105,232.40	$ 100.00	$ 76,700.00
155.00	$ 88,505.00	81.00	$ 46,251.00	157.27	$ 89,801.17	128.00	$ 73,088.00	170.00	$ 97,070.00	$ 120.00	$ 68,520.00
175.00	$ 24,325.00	93.00	$ 12,927.00	154.72	$ 21,506.08	175.00	$ 24,325.00	165.50	$ 23,004.50	$ 140.00	$ 19,460.00
295.00	$ -	0.00	$ -	187.70	$ -	0.00	$ -	0.00	$ -	$ 160.00	$ -
300.00	$ 102,300.00	100.00	$ 34,100.00	186.33	$ 63,538.53	170.00	$ 57,970.00	250.00	$ 85,250.00	$ 200.00	$ 68,200.00
340.00	$ 357,000.00	145.00	$ 152,250.00	236.72	$ 248,556.00	180.00	$ 189,000.00	199.10	$ 209,055.00	$ 250.00	$ 262,500.00
2,500.00	$ 5,000.00	2,823.50	$ 5,647.00	5,400.00	$ 10,800.00	3,500.00	$ 7,000.00	3,500.00	$ 7,000.00	$ 3,000.00	$ 6,000.00
160.00	$ 292,800.00	133.00	$ 243,390.00	178.58	$ 326,801.40	175.00	$ 320,250.00	170.50	$ 312,015.00	$ 160.00	$ 292,800.00
350.00	$ 7,350.00	157.00	$ 3,297.00	302.19	$ 6,345.99	345.00	$ 7,245.00	200.50	$ 4,210.50	$ 300.00	$ 6,300.00
35.00	$ 24,325.00	87.00	$ 60,465.00	9.43	$ 6,553.85	30.00	$ 20,850.00	38.50	$ 26,757.50	$ 20.00	$ 13,900.00
100.00	$ 8,500.00	97.50	$ 8,287.50	24.15	$ 2,052.75	35.00	$ 2,975.00	48.50	$ 4,122.50	$ 40.00	$ 3,400.00
200.00	$ 7,000.00	270.00	$ 9,450.00	85.96	$ 3,008.60	186.00	$ 6,510.00	190.00	$ 6,650.00	$ 60.00	$ 2,100.00
2,500.00	$ 75,000.00	755.00	$ 22,650.00	3,581.95	$ 107,458.50	2,100.00	$ 63,000.00	3,200.00	$ 96,000.00	$ 500.00	$ 15,000.00
5,000.00	$ 35,000.00	7,340.00	$ 51,380.00	6,582.53	$ 46,077.71	6,200.00	$ 43,400.00	7,400.00	$ 51,800.00	$ 4,500.00	$ 31,500.00
9,500.00	$ 28,500.00	9,805.00	$ 29,415.00	10,307.07	$ 30,921.21	9,200.00	$ 27,600.00	9,000.00	$ 27,000.00	$ 6,000.00	$ 18,000.00
400.00	$ 2,000.00	1,164.00	$ 5,820.00	310.00	$ 1,550.00	200.00	$ 1,000.00	1,500.00	$ 7,500.00	$ 1,000.00	$ 5,000.00
300.00	$ 600.00	484.00	$ 968.00	110.00	$ 220.00	100.00	$ 200.00	250.00	$ 500.00	$ 500.00	$ 1,000.00
10,000.00	$ 50,000.00	9,277.00	$ 46,385.00	9,694.62	$ 48,473.10	9,000.00	$ 45,000.00	6,600.00	$ 33,000.00	$ 8,000.00	$ 40,000.00
600.00	$ 3,000.00	1,065.00	$ 5,325.00	335.00	$ 1,675.00	300.00	$ 1,500.00	850.00	$ 4,250.00	$ 1,000.00	$ 5,000.00
10,000.00	$ 10,000.00	5,647.00	$ 5,647.00	7,200.00	$ 7,200.00	8,750.00	$ 8,750.00	6,500.00	$ 6,500.00	$ 3,000.00	$ 3,000.00
6,000.00	$ 6,000.00	9,500.00	$ 9,500.00	10,804.89	$ 10,804.89	7,600.00	$ 7,600.00	6,500.00	$ 6,500.00	$ 4,000.00	$ 4,000.00
4,000.00	$ 4,000.00	2,823.00	$ 2,823.00	5,400.00	$ 5,400.00	7,000.00	$ 7,000.00	5,500.00	$ 5,500.00	$ 2,500.00	$ 2,500.00
2,000.00	$ 4,000.00	5,912.00	$ 11,824.00	5,400.00	$ 10,800.00	3,500.00	$ 7,000.00	5,000.00	$ 10,000.00	$ 1,500.00	$ 3,000.00
11.00	$ 29,733.00	8.00	$ 21,624.00	0.01	$ 27.03	0.01	$ 27.03	13.50	$ 36,490.50	$ 1.00	$ 2,703.00
350.00	$ 1,050.00	240.00	$ 720.00	259.97	$ 779.91	250.00	$ 750.00	450.00	$ 1,350.00	$ 1,500.00	$ 4,500.00
200.00	$ 1,400.00	165.00	$ 1,155.00	179.01	$ 1,253.07	175.00	$ 1,225.00	250.00	$ 1,750.00	$ 1,250.00	$ 8,750.00
175.00	$ 875.00	122.00	$ 610.00	132.18	$ 660.90	130.00	$ 650.00	250.00	$ 1,250.00	$ 1,000.00	$ 5,000.00
5,000.00	$ 5,000.00	7,759.00	$ 7,759.00	5,400.00	$ 5,400.00	2,500.00	$ 2,500.00	6,500.00	$ 6,500.00	$ 2,000.00	$ 2,000.00
350.00	$ 3,500.00	106.00	$ 1,060.00	258.75	$ 2,587.50	195.00	$ 1,950.00	500.00	$ 5,000.00	$ 250.00	$ 2,500.00
48,000.00	$ 48,000.00	37,079.00	$ 37,079.00	147,813.02	$ 147,813.02	15,091.17	$ 15,091.17	36,000.00	$ 36,000.00	$ 20,000.00	$ 20,000.00
72,500.00	$ 72,500.00	24,786.00	$ 24,786.00	22,075.00	$ 22,075.00	6,800.00	$ 6,800.00	48,000.00	$ 48,000.00	$ 40,000.00	$ 40,000.00
30,000.00	$ 30,000.00	7,308.00	$ 7,308.00	8,625.00	$ 8,625.00	22,000.00	$ 22,000.00	10,000.00	$ 10,000.00	$ 15,000.00	$ 15,000.00
250.00	$ 8,000.00	477.00	$ 15,264.00	920.00	$ 29,440.00	600.00	$ 19,200.00	250.00	$ 8,000.00	$ 100.00	$ 3,200.00

Engineering Enterprises, Inc.

BID TABULATION
BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS
VILLAGE OF BENSENVILLE

MAURO SEWER CONSTRUCTION, INC. 1251 Redeker Road Des Plaines, IL 60016		**CONCEPT PLUMBING, INC.** 554 W. Wood St Palatine, IL 60067		**TRINE CONSTRUCTION CORP** 1041 Trine Ct., Suite A St. Charles, IL 60174		**ACQUA CONTRACTORS CORPORATION** 551 S. IL Route 83 Elmhurst, IL 60126		**KANE COUNTY EXCAVATING** P.O. BOX 554 Hampshire, IL 60140		**ENGINEER'S ESTIMATE** 52 Wheeler Road Sugar Grove, IL 60554	
UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
300.00	$ 15,000.00	116.00	$ 5,800.00	20.00	$ 1,000.00	80.00	$ 4,000.00	85.00	$ 4,250.00	$ 100.00	$ 5,000.00
200.00	$ 10,000.00	124.50	$ 6,225.00	40.00	$ 2,000.00	80.00	$ 4,000.00	85.00	$ 4,250.00	$ 120.00	$ 6,000.00
300.00	$ 3,000.00	646.00	$ 6,460.00	1,350.00	$ 13,500.00	800.00	$ 8,000.00	100.00	$ 1,000.00	$ 500.00	$ 5,000.00
3,000.00	$ 3,000.00	2,692.00	$ 2,692.00	982.50	$ 982.50	625.00	$ 625.00	500.00	$ 500.00	$ 1,000.00	$ 1,000.00
400.00	$ 38,400.00	104.50	$ 10,032.00	255.78	$ 24,554.88	140.00	$ 13,440.00	147.80	$ 14,188.80	$ 200.00	$ 19,200.00
1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00	1.00	$ 25,000.00
	2,549,840.00		**2,002,532.25**		**2,467,944.10**		**1,900,000.00**		**2,479,166.10**		**2,174,869.00**
		17.2%	-7.9%		13.5%		-12.6%		14.0%		

PROJECT MANUAL

For

BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

Village of Bensenville
DuPage County, Illinois

Bid Issue: January 11, 2024

BIDS DUE: 11:00 A.M., TUESDAY, FEBRUARY 6, 2024

NOTICE: FEDERAL LABOR STANDARDS, PREVAILING WAGE RATES AND SECTION 3 REGULATIONS WILL APPLY TO THIS PROJECT

MINORITY OWNED BUSINESS ENTERPRISE (MBE), WOMEN OWNED BUSINESS ENTERPRISES (WBE), AND SECTION 3 CONTRACTORS ARE ENCOURAGED TO SUBMIT BIDS ON THIS PROJECT

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road
Sugar Grove, Illinois 60554-9595
630/466-6700

Proposal Submitted By:

Acqua Contractors Corp.
Name

551 S. IL Route 83
Address

Elmhurst IL 60126
City State Zip

630-359-4648
Phone Number

PROJECT MANUAL

for

BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

Village of Bensenville
DuPage County, Illinois

Bid Issue: January 11, 2024

ENGINEERING ENTERPRISES, INC.
52 Wheeler Road
Sugar Grove, Illinois 60554-9595
630/466-6700

PROJECT MANUAL
for
BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

Village of Bensenville
DuPage County, Illinois

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APPENDIX C – Permits

*See Separate Table of Contents Included in this Section

ADVERTISEMENT FOR BIDS

Village of Bensenville

12 S. Center Street

Bensenville, IL 60106

Separate sealed BIDS for the construction of Browngate Subdivision Roadway and Water Main Improvements, which consists of the installation of approximately 1,830 lineal feet (LF) of 8" ductile iron water main, 2,970 lineal feet of RCP storm sewer, and resurfacing approximately 700 LF of Green Valley St, 325 LF of Kevyn Ln, 400 LF of Stoneham St, 250 LF of Franzen St, and related appurtenances will be received by Village of Bensenville, 12 S. Center Street, Bensenville, IL 60106 until 11:00 a.m., local time, February 6, 2024, and then at said office publicly opened and read aloud.

NOTICE: FEDERAL LABOR STANDARDS AND PREVAILING WAGE RATES WILL APPLY TO THIS PROJECT.

WOMEN OWNED BUSINESS ENTERPRISES (WBE), MINORITY OWNED BUSINESS ENTERPRISES (MBE), AND SECTION 3 CONTRACTORS ARE ENCOURAGED TO SUBMIT BIDS ON THIS PROJECT.

The complete digital Browngate Subdivision Roadway and Water Main Improvements bidding documents are available at www.eeiweb.com (click on the Bidding Information tab) or www.questcdn.com. You may download the digital documents free of charge by inputting Quest Project #8836883 on the website's projects tab search page. Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance in membership registration, downloading, and working with this digital project information.

A certified check or bank draft, payable to the order of The Village of Bensenville negotiable U.S. Government bond (at par value) or a satisfactory Bid Bond executed by

the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total Bid shall be submitted with each Bid.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

The Village of Bensenville reserves the right to reject all Bids or to waive any informalities in the bidding.

Bids may be held by The Village of Bensenville for a period not to exceed 60 days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

The Village of Bensenville is an equal opportunity employer.

January 11, 2024

By Order of the Village of Bensenville

Nancy Quinn, Village Clerk

INFORMATION FOR BIDDERS

BIDS will be received by The Village of Bensenville, (herein called the "OWNER"), at 12 S. Center Street, Bensenville, IL 60106 until 11:00 a.m., local time, February 6, 2024, and then at said office publicly opened and read aloud.

The WORK consists of the construction of Browngate Subdivision Roadway and Water Main Improvements; 1,830 lineal feet (LF) of 8" ductile iron water main, 2,970 lineal feet of RCP storm sewer, and resurfacing approximately 700 LF of Green Valley St, 325 LF of Kevyn Ln, 400 LF of Stoneham St, 250 LF of Franzen St, and related appurtenances.

All addenda, notifications, bidding information, etc. will be issued through QuestCDN only. It is the bidder's responsibility to acquire the necessary QuestCDN account in order to receive said information. Errors in a bid submittal due to the bidder's failure to acquire the necessary QuestCDN account may result in the rejection of the BID.

Bidders shall submit all bid questions through QuestCDN. The deadline to submit questions is 5:00 pm on January 29, 2024.

Each BID must be submitted in a sealed envelope, addressed to The Village of Bensenville, 12 S. Center Street, Bensenville, IL 60106. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Browngate Subdivision Roadway and Water Main Improvements and the envelope should bear on the outside the name of the BIDDER, his address, and his license number if applicable. If forwarded by mail, the sealed envelope containing the BIDS must be enclosed in another envelope addressed to the OWNER at 12 S. Center Street, Bensenville, IL 60106.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be clearly filled in, in ink or typewritten. The BID form must be fully completed and executed when submitted. Numbers should be stated in figures and the signatures of all individuals must be in longhand. The completed form should be without interlineation, alterations, or erasures.

Each bid must give the full business address of the BIDDER and must be signed by the BIDDER with his or her usual signature. BIDS by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters.

BIDS by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the OWNER, satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished. A BIDDER's failure to properly sign required forms may result in rejection of the BID.

The OWNER reserves the right to reject any and all bid proposals, to contract work with whomever and in whatever manner the OWNER decides, to abandon the work entirely, or to waive any informality or non-substantive irregularity as the interest of the OWNER may require.

Any BID may be modified or withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof.

(continued)

Any addenda or bulletins issued during the time of bidding shall form a part of the specifications issued to BIDDERS for the preparation of their proposals and shall continue a part of the Contract Documents.

Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended upon mutual agreement between the OWNER and the BIDDER.

The quantities shown are approximate. The OWNER reserves the right to increase or decrease quantities as desired. BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the exhibits and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. The BIDDER must BID all items contained in the BID schedule.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and construction easements required or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

The CONTRACTOR shall cooperate with other contractors that work on any portion of projects directly or indirectly related to this PROJECT. The CONTRACTOR shall schedule his construction to minimize conflicts in common work areas and to maintain continuity in construction and traffic management.

(continued)

After award of the CONTRACT, a preconstruction meeting will be held, with representatives of the OWNER, ENGINEER, and CONTRACTOR, including the superintendent actually assigned to this PROJECT. This meeting will be held prior to the beginning of WORK. The PROJECT will be reviewed at that time.

At the preconstruction meeting, the CONTRACTOR shall furnish to the OWNER and ENGINEER their proposed schedule of improvements, including estimated time of completion for the various work items along with their proposed mobilization plan and soil erosion and sedimentation control plan.

The CONTRACTOR will dispose of all unsuitable and unusable materials off-site at an approved location in a manner that public or private property will not be damaged or endangered. This WORK is considered incidental to the cost of the PROJECT.

Location of utilities shown on plans is approximate only and is not necessarily complete. CONTRACTOR shall make their own investigations as to location of all existing underground structures, cables, and pipelines.

The BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. The BIDDER shall be fully complete with the Browngate Subdivision Roadway and Water Main Improvements by September 5, 2024. BIDDER further agrees to pay as liquidated damages, the sum of $1,275 for each consecutive calendar day thereafter the time of completion as provided in Section 15 of the General Conditions.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed, the BONDS of the two remaining unsuccessful

BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and the performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A payment BOND and a performance BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the payment BOND and performance BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER, who may reject all bids and call for new bids.

The OWNER within fifteen (15) days of receipt of acceptable payment BOND, performance BOND, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

(continued)

The NOTICE TO PROCEED shall be issued within fifteen (15) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within said period, the time may be extended by mutual agreement between OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the fifteen (15) day period, or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. Upon the request of the OWNER, a BIDDER shall submit promptly to the OWNER satisfactory evidence showing the BIDDER's financial resources, the BIDDER's organization available for the performance of the contract and any other required evidence of the BIDDER's qualifications to perform the proposed contract. The OWNER may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a BIDDER's responsibility to perform the proposed contract may result in rejection of the bid.

The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID may not be accepted. A BID response to any specific item of this bid with terms such as "negotiable", "will negotiate", or similar, will be considered as non-compliance with that specific term.

(continued)

Award will be made to the low, responsive, responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout including the Employment of Illinois Workers on Public Works Act (30 ILCS 570).

BIDDER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the BID proposal shall conform to all applicable requirements of local, state, and federal law. This project shall be tax exempt. The OWNER'S tax exemption number will be provided to the Contractor after contract award.

In the event of litigation, the BID documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of Illinois. Venue shall be with the appropriate state court located in DuPage County, Illinois.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

(continued)

The OWNER will make progress payments to the CONTRACTOR within 30 calendar days of the date of receipt of a request for payment.

The BIDDER shall supply a list of all SUBCONTRACTORS that submitted proposals and if requested by the OWNER the names and address of major material SUPPLIERS. Each BIDDER, and their SUBCONTRACTORS, if any, must possess all appropriate and required licenses or other permits to perform the work as identified in contract documents. Upon request, each BIDDER shall furnish the OWNER with evidence demonstrating possession of the required licenses or permits. Failure to submit such evidence to the OWNER's satisfaction may result in rejection of the BID.

The ENGINEER is Engineering Enterprises, Inc. Their address is 52 Wheeler Road, Sugar Grove, Illinois 60554. Their telephone Number is 630/466-6700.

BID

Proposal of Acqua Contractors (hereinafter called "BIDDER"), organized and existing under the laws of the State of Illinois doing business as Acqua Contractors * to The Village of Bensenville (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Browngate Subdivision Roadway and Water Main Improvements in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

If awarded the contract, the BIDDER hereby agrees to sign said contract and furnish the necessary bonds and certificates of insurance within ten (10) days after the NOTICE OF AWARD of this contract and agrees to perform in accordance with all contract terms.

If awarded the contract, the BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. The BIDDER shall be fully complete with the Browngate Subdivision Roadway and Water Main Improvements by September 5, 2024. BIDDER further agrees to pay as liquidated damages, the sum of $1,275 for each consecutive calendar day thereafter the time of completion as provided in Section 15 of the General Conditions.

(I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:

(i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

A corporation

* Insert "a corporation", "a partnership", or "an individual" as applicable.

(continued)

(ii) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any to other bidder or to any competitor; and

(iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(II) Each person signing the bid shall certify that:

(i) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to (I) (i) through (I) (iii) above; or

(ii) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I) (i) through (I) (iii) above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (I) (i) through (I) (iii) above.

BIDDER acknowledges receipt of the following ADDENDUM:

1

2

BID INSTRUCTIONS:

The BIDDER expressly agrees to the following provisions:

1. The BIDDER shall complete and submit the Bid Schedule included herein with his/her Bid.
2. BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum contained in the following Bid Schedule:

BID SCHEDULE
FOR
BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	250	$ 42.00	$ 10,500.00
2	PREPARATION OF BASE	SY	5014	$ 0.80	$ 4,011.20
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	750	$ 2.00	$ 1,500.00
4	PARKWAY RESTORATION	SY	2730	$ 20.50	$ 55,965.00
5	RESTORATION	SY	2164	$ 12.00	$ 25,968.00
6	PERIMETER EROSION BARRIER	LF	1438	$ 4.00	$ 5,752.00
7	SUPPLEMENTAL WATERING	UNIT	40	$ 25.00	$ 1,000.00
8	INLET & PIPE PROTECTION	EACH	25	$ 175.00	$ 4,375.00
9	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	79	$ 39.00	$ 3,081.00
10	MAILBOX REMOVAL AND RESET WITH NEW POST	EACH	28	$ 400.00	$ 11,200.00
11	AGGREGATE BASE COURSE, TYPE B 4"	SY	229	$ 10.00	$ 2,290.00
12	AGGREGATE BASE COURSE REPAIR	TON	500	$ 14.50	$ 7,250.00
13	AGGREGATE SUBGRADE IMPROVEMENTS	CY	250	$ 38.00	$ 9,500.00
14	HOT-MIX ASPHALT BINDER COURSE, IL 19.0	TON	1138	$ 83.00	$ 94,454.00
15	HOT-MIX ASPHALT SURFACE REMOVAL, BUTT-JOINT	SY	63	$ 32.00	$ 2,016.00
16	HOT-MIX ASPHALT SURFACE COURSE, MIX D	TON	569	$ 99.00	$ 56,331.00
17	BITUMINOUS MATERIAL, TACK COAT	LBS	1150	$ 0.11	$ 126.50
18	BITUMINOUS MATERIAL, PRIME COAT	LBS	1150	$ 0.11	$ 126.50
19	CLASS D PATCH, 6-INCH	SY	3	$ 557.00	$ 1,671.00
20	PCC SIDEWALK, 5-INCH	SF	11823	$ 8.40	$ 99,313.20
21	SIDEWALK REMOVAL	SF	10285	$ 2.00	$ 20,570.00
22	DETECTABLE WARNINGS	SF	100	$ 33.00	$ 3,300.00
23	HOT-MIX ASPHALT PAVEMENT REMOVAL (VARIABLE DEPTH)	SY	5014	$ 10.10	$ 50,641.40
24	COMBINATION CONCRETE C&G REMOVAL	LF	3284	$ 7.00	$ 22,988.00
25	COMBINATION CONCRETE C&G, TY B4.12	LF	3264	$ 28.00	$ 91,392.00
26	COMBINATION CONCRETE C&G, TY M3.12	LF	20	$ 60.00	$ 1,200.00
27	THERMOPLASTIC PAVEMENT MARKING LINE, 6-IN WHITE	LF	400	$ 9.60	$ 3,840.00
28	THERMOPLASTIC PAVEMENT MARKING LINE, 24-IN WHITE	LF	200	$ 16.20	$ 3,240.00
29	HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SY	194	$ 53.00	$ 10,282.00
30	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SY	365	$ 104.00	$ 37,960.00
31	BRICK DRIVEWAY REMOVAL AND REINSTALLATION	SF	30	$ 40.00	$ 1,200.00
32	CATCH BASIN TY A, 4' DIA, TY 11 FRAME AND GRATE	EACH	12	$ 3300.00	$ 39,600.00
33	MANHOLES, TY A, 4' DIA, TY 1 FRAME, CLOSED LID	EACH	1	$ 3,250.00	$ 3,250.00
34	MANHOLES, TY A, 5' DIA, TY 1 FRAME, CLOSED LID	EACH	6	$ 4,905.00	$ 29,430.00
35	MANHOLES, TY A, 6' DIA, TY 1 FRAME, CLOSED LID	EACH	3	$ 7,000.00	$ 21,000.00
36	MANHOLES, TY A, 7' DIA, TY 1 FRAME, CLOSED LID	EACH	1	$ 10,250	$ 10,250.00
37	INLET, TY A, TY 11 FRAME AND GRATE	EACH	11	$ 1,700	$ 18,700.00
38	STORM SEWER, CLASS B, TYPE 2, 12" RCP	LF	767	$ 115.00	$ 88,205.00
39	STORM SEWER, CLASS B, TYPE 2, 15" RCP	LF	571	$ 128.00	$ 73,088.00
40	STORM SEWER, CLASS B, TYPE 2, 18" RCP	LF	139	$ 175.00	$ 24,325.00
41	STORM SEWER, CLASS B, TYPE 2, 21" RCP	LF	0	$	$

BID
Page 4

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
42	STORM SEWER, CLASS B, TYPE 2, 24" RCP	LF	341	$ 170.00	$ 57,970.00
43	STORM SEWER, CLASS B, TYPE 2, 36" RCP	LF	1050	$ 180.00	$ 189,000.00
44	CONNECTION TO EXISTING STORM SEWER	EACH	2	$ 3,500.00	$ 7,000.00
45	WATER MAIN, 8-INCH D.I.P., CLASS 52, WITH POLYETHYLENE WRAP	LF	1830	$ 175.00	$ 320,250.00
46	WATER MAIN, 12-INCH D.I.P., CLASS 52, WITH POLYETHYLENE WRAP	LF	21	$ 345.00	$ 7,245.00
47	WATER SERVICE LINE, 1-INCH TYPE K COPPER	FOOT	695	$ 30.00	$ 20,850.00
48	WATER SERVICE LINE, 2-INCH TYPE K COPPER	FOOT	85	$ 35.00	$ 2,975.00
49	WATER SERVICE LINE, 3-INCH TYPE K COPPER	FOOT	35	$ 186.00	$ 6,510.00
50	WATER SERVICE CONNECTION	EACH	30	$ 2,100.00	$ 63,000.00
51	GATE VALVE & VALVE VAULT, 8-INCH (RESILIENT SEAT) IN 48-INCH VAULT	EACH	7	$ 6,200	$ 43,400.00
52	GATE VALVE & VALVE VAULT, 12-INCH (RESILIENT SEAT) IN 60-INCH VAULT	EACH	3	$ 9,200	$ 27,600.00
53	VALVE VAULT TO BE ABANDONED	EACH	5	$ 200.00	$ 1,000.00
54	VALVE BOX TO BE ABANDONED	EACH	2	$ 100.00	$ 200.00
55	FIRE HYDRANT ASSEMBLY, 6-INCH MJ	EACH	5	$ 9,000	$ 45,000.00
56	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	5	$ 300.00	$ 1,500.00
57	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 12-INCH	EACH	1	$ 8,750	$ 8,750.00
58	CONNECTION TO EXISTING WATER MAIN (PRESSURE), 6-INCH	EACH	1	$ 7,600	$ 7,600.00
59	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 6-INCH	EACH	1	$ 7,000	$ 7,000.00
60	DISCONNECT AND ABANDON EXISTING WATER MAIN, 6"	EACH	2	$ 3,500	$ 7,000.00
61	DUCTILE IRON FITTINGS	LB	2703	$ 0.01	$ 27.03
62	FIELD LOK GASKET, 12"	EACH	3	$ 250.00	$ 750.00
63	FIELD LOK GASKET, 8"	EACH	7	$ 175.00	$ 1,225.00
64	FIELD LOK GASKET, 6"	EACH	5	$ 130.00	$ 650.00
65	HYDROSTATIC TESTS AND DISINFECTION OF THE WATER MAIN	LS	1	$ 2,500	$ 2,500.00
66	REMOVE, SALVAGE, AND REINSTALL EXISTING SIGN	EACH	10	$ 195.00	$ 1,950.00
67	MOBILIZATION	LS	1	$ 15,091.17	$ 15,091.17
68	TRAFFIC CONTROL AND PROTECTION	LS	1	$ 6,800	$ 6,800.00
69	CONSTRUCTION LAYOUT	LS	1	$ 22,000	$ 22,000.00
70	DUST CONTROL WATERING	UNIT	32	$ 600.00	$ 19,200.00
71	NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - TYPE 1	CY	50	$ 80.00	$ 4,000.00
72	NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - TYPE 2	CY	50	$ 80.00	$ 4,000.00
73	EXPLORATORY EXCAVATION	EACH	10	$ 800.00	$ 8,000.00
74	FUNDING SIGN	EACH	1	$ 625.00	$ 625.00
75	STORM SEWER, CLASS B, TYPE 2, 14X23" ELLIPTICAL RCP	LF	96	$ 140.00	$ 13,440.00
76	ALLOWANCE - ITEMS ORDERED BY ENGINEER	UNIT	25000	$ 1.00	$ 25,000.00
			TOTAL		$ 1,900,000.00

(If an individual)

Signature of Bidder _____ (SEAL)

Business Address _____

_____

(If a co-partnership)

Firm Name _____

Signed By _____

Business Address _____

_____

Insert Names and Addresses of All Members of the Firm _____

_____

_____

(If a corporation)

Corporate Name _____

Signed By _____

Business Address _____

_____

(Corporate Seal)

Insert Name of Officers

President _____

Secretary _____

Treasurer _____

Attest: _____
Secretary

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BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto Village of Bensenville as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this _____ day of _____, 20___. The Condition of the above obligation is such that whereas the Principal has submitted to The Village of Bensenville a certain BID, attached hereto and made a part hereof to enter into a contract in writing, for the Browngate Subdivision Roadway and Water Main Improvements; 1,830 lineal feet (LF) of 8" ductile iron water main, 2,970 lineal feet of RCP storm sewer, and resurfacing approximately 700 LF of Green Valley St, 325 LF of Kevyn Ln, 400 LF of Stoneham St, 250 LF of Franzen St, and related appurtenances.

NOW, THEREFORE,

a. If said BID shall be rejected, or

b. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____

_____ (L.S.)
Principal

SEE ATTACHED RESOLUTION

_____
Surety

By: _____
Attorney-in-Fact

Countersigned By: _____
Authorized Representative

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Document A310 TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Acqua Contractors Corporation
551 S. IL Route 83
Elmhurst, IL 60126

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
Mailing Address for Notices
1411 Opus Place Suite 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Village of Bensenville
12 S. Center St.
Bensenville, IL 60106

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Browngate Subdivision Roadway & Water Main Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of February, 2024

(Witness)

(Witness)

Acqua Contractors Corporation
(Principal) *(Seal)*

By: President
(Title)

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

By:
(Title) James I. Moore Attorney-in-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
HARTFORD, CONN.

State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry L Bacskai Notary Public of DuPage County, in the State of Illinois, do hereby certify that James I. Moore Attorney-in-Fact, of the Travelers Casualty and Surety Company of America who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 6th day of February, 2024.

OFFICIAL SEAL
SHERRY L BACSKAI
NOTARY PUBLIC, STATE OF ILLINOIS
Commission No. 977639
My Commission Expires September 08, 2027

Notary Public Sherry L Bacskai

My Commission expires: September 8, 2027

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint James I. Moore of Downers Grove, IL, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond
OR
Project Description: Browngate Subdivision Roadway & Water Main Improvements

Principal: Acqua Contractors Corporation
Obligee: Village of Bensenville

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**

State of Connecticut

By: Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of February, 2024.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20___ by and between The Village of Bensenville hereinafter called "OWNER" and _____ doing business as (a corporation) or (a partnership) or (an individual), hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Browngate Subdivision Roadway and Water Main Improvements; 1,830 lineal feet (LF) of 8" ductile iron water main, 2,970 lineal feet of RCP storm sewer, and resurfacing approximately 700 LF of Green Valley St, 325 LF of Kevyn Ln, 400 LF of Stoneham St, 250 LF of Franzen St, and related appurtenances.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT as described herein.

3. The BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. The BIDDER shall be fully complete with the Browngate Subdivision Roadway and Water Main Improvements by September 5, 2024. BIDDER further agrees to pay as liquidated damages, the sum of $1,275 for each consecutive calendar day thereafter the time of completion as provided in Section 15 of the General Conditions. If in the sole opinion of the ENGINEER the CONTRACTOR has pursued the work and demonstrated due diligence in meeting the schedule and is unable to complete the water main installation due to

weather related conditions, liquidated damages may at the sole discretion of the OWNER be waived, and an extension of the contract time will be granted.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of _____ Dollars, _____ or as shown on the BID Schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

(A) Advertisement for BIDS

(B) Information for BIDDERS

(C) BID

(D) BID BOND

(E) Agreement

(F) Payment BOND

(G) Performance BOND

(H) NOTICE OF AWARD

(I) NOTICE TO PROCEED

(J) CHANGE ORDER

(K) GENERAL CONDITIONS

(L) SPECIAL PROVISIONS

(M) APPENDICES

(N) DRAWINGS, prepared by Engineering Enterprises, Inc. number 1 through 45, and dated January 11, 2024

(O) ADDENDA:

No. _____ dated _____, 20___.

No. _____ dated _____, 20___.

No. _____ dated _____, 20___.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

8. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in __triplicate___ each of which shall be deemed
(no. of copies)
an original on the date first above written.

OWNER:

The Village of Bensenville

BY _____

Name Frank DeSimone
(Please Type)

Title Village President

(SEAL)

ATTEST:

_____

Name Nancy Quinn
(Please Type)

Title Village Clerk

CONTRACTOR:

_____

BY _____

Name _____
(Please Type)

Address _____

_____

(SEAL)

ATTEST:

_____

Name _____
(Please Type)

Title _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

Village of Bensenville
(Name of Owner)

12 S. Center Street, Bensenville, IL 60106
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____Dollars $(_____).

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

Browngate Subdivision Roadway and Water Main Improvements; 1,830 lineal feet (LF) of 8” ductile iron water main, 2,970 lineal feet of RCP storm sewer, and resurfacing approximately 700 LF of Green Valley St, 325 LF of Kevyn Ln, 400 LF of Stoneham St, 250 LF of Franzen St, and related appurtenances.

(continued)

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 (three) counterparts, each one of which shall be deemed an original, this the ___ day of _____, 20_____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____ (s)

_____
Address

_____
Witness as to Principal

_____
Address

_____ _____
Surety

ATTEST: By _____
Attorney-in-Fact

_____ _____
Witness as to Surety Address

_____ _____
Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

(continued)

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

Village of Bensenville
(Name of Owner)

12 S. Center Street, Bensenville, IL 60106
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____Dollars $(_____).

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

Browngate Subdivision Roadway and Water Main Improvements; 1,830 lineal feet (LF) of 8” ductile iron water main, 2,970 lineal feet of RCP storm sewer, and resurfacing approximately 700 LF of Green Valley St, 325 LF of Kevyn Ln, 400 LF of Stoneham St, 250 LF of Franzen St, and related appurtenances.

(continued)

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during that one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 (three) counterparts, each one of which shall be deemed an original, this the ___ day of _____, 20_____.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By _____ (s)

_____
Address

_____

_____
Witness as to Principal

_____
Address

_____ _____
Surety

ATTEST: By _____
Attorney-in-Fact

_____ _____
Witness as to Surety Address

_____ _____
Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

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NOTICE OF AWARD

TO: _____

_____

_____

PROJECT Description: Browngate Subdivision Roadway and Water Main Improvements; 1,830 lineal feet (LF) of 8" ductile iron water main, 2,970 lineal feet of RCP storm sewer, and resurfacing approximately 700 LF of Green Valley St, 325 LF of Kevyn Ln, 400 LF of Stoneham St, 250 LF of Franzen St, and related appurtenances.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for BIDS dated January 11, 2024, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____.

The Village of Bensenville
Owner

By _____

Title Village President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ _____this _____ day of _____, 20_____.

By _____

Title _____

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NOTICE TO PROCEED

To: _____ Date: _____

Project: Browngate Subdivision Roadway and Water Main Improvements

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____, on or before _____, 20_____, and you are to be fully complete with the Browngate Subdivision Roadway and Water Main Improvements by September 5, 2024.

The Village of Bensenville
Owner

By _____

Title Village President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____.

_____,

this the _____ day

of _____, 20_____

By _____

Title _____

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

CHANGE ORDER

Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: Browngate Subdivision Roadway and Water Main Improvements

OWNER:_____

CONTRACTOR:_____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change of CONTRACT PRICE:

Original CONTRACT PRICE: $_____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) $_____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by: $_____

The new CONTRACT PRICE including this CHANGE ORDER will be $_____

(continued)

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (Date.)

Approvals Required:

To be effective this order must be approved by the agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: _____ CONTRACTOR

Recommended by: _____ Engineering Enterprises, Inc.

Accepted by: _____ The Village of Bensenville

DUPAGE COUNTY COMMUNITY DEVELOPMENT COMMISSION (CDC) CONDITIONS FEDERAL GRANT BID MANUAL LANGUAGE AND STATEMENTS

Please read these conditions carefully and sign the acknowledgement on next page. Note that conditions listed below supersede any other conditions listed elsewhere in the manual. All these conditions apply to any labor providing contractors and any lower level subcontractors.

I. Labor Standards Notice *(also to be listed on the Front Cover)*

FEDERAL LABOR STANDARDS AND DAVIS-BACON PREVAILING WAGE RATES WILL APPLY TO THIS PROJECT.

** Please refer to the Federal Requirements included in the Bid Manual for additional information on federal labor standards and Davis-Bacon prevailing wage requirements.*

II. Bid Security Statement

All bid proposals must be accompanied by a Bid bond, certified check, or **bank cashier's check payable to the owner for five percent (5%) of the** amount of the bid.

III. Performance and Payment Bond Statement

The successful bidder for the project will be required to enter into Performance and Payment bonds equal to 100% of the bid with approved sureties, which shall be conditioned upon the proper and faithful performance by the contractor of the work specified in accordance with the contract documents.

IV. Brand Name Only Statement

Neither owner nor contractor shall limit materials to only brand-name products. Non-brand name materials of equal specification do qualify and are acceptable.

V. Cost Plus Statement

Cost-plus a percentage of cost and *percentage of construction cost* methods are prohibited from use on this project in any form or condition.

VI. Change Order Statement

Should change orders be necessary, CDC staff must receive copies and explanation of necessity for review. All change orders must be approved by CDC staff prior to work being completed. Should change orders be necessary and they exceed the bonded amount, bonds must be increased to match the new contract total.

VII. Federal Wage Determination Statement

This project is paid for in part with Federal grant funds through the Community Development Block Grant Program. Davis-Bacon Wage Decisions apply and are included in this packet. Davis-Bacon wages are

superseded only in instances, by and where Illinois Prevailing Wage exceeds Davis-Bacon in wage, fringe benefits, and/or trade stipulations (monetary and/or non-monetary requirements). Should this project not start within 90 days of award, the wage determinations shall be replaced with the most current decision.

VIII. Non-Discrimination Statement

Employers shall not discriminate, directly or indirectly, against employees or applicants for employment on the basis of race, color, religion, sex, national origin, age, familial status, or disability.

IX. WBE/MBE/Section 3 Encouragement Statement *(also to be listed on the Front Cover)*

Minority and Women Owned Business Enterprises (MBE/WBE) and Section 3 Businesses and workers are encouraged to submit bids on this Project.

X. Debarment Statement – SAM Certificate

The successful bidder for the project must clear a contractor debarment search on the System for Award Management (SAM) to be eligible to receive Federal grant funds. Chosen contractor will not be debarred and shall be registered with the System of Award Management (www.sam.gov).

XI. Insurance Requirement

Contractor must furnish a Certificate of Insurance and provide policy endorsements evidencing specific coverage amounts. Such coverage shall be placed with a responsible company licensed to do business in the State of Illinois. Contractor shall have the County named as an additional insured as its interest may appear.

XII. Signature Statement

The undersigned is aware that Federal Labor Standards and Davis-Bacon Prevailing Wage Rates apply to all work performed under this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and any lower tier subcontractors providing labor for said project.

DuPage County Community Development Commission wishes an acknowledgement from the bidder that they have read and understand the conditions listed above. Please sign below, print your company name, date this document, and submit it with the complete bid package.

Signature: _____

Company Name: Aqua Contractors Corp.

Date: 2/6/24

CONFLICT OF INTEREST DISCLOSURE

Please initial each true and applicable statement:

AR	1. The undersigned understands that this project is being funded with Federal dollars under the Community Development Block Grant (CDBG) Program, HOME Investment Partnership Program (HOME) or Emergency Solutions Grant through DuPage County.
Please select one of the following designations:	
	2. The undersigned has made application to be the owner, developer, or sponsor of a project funded with HOME.
AR	3. The undersigned desires to participate as a contractor or subcontractor under a construction project funded with CDBG or HOME.
	4. The undersigned has made application to be a subrecipient of DuPage County funding under CDBG, HOME, or ESG.
	5. The undersigned is an employee of an outside agency that will be working with a subrecipient receiving CDBG or HOME funding for a project.
	6. I am a participant in a DuPage County funded homebuyer or home rehabilitation program.
Please select one of the following statements:	
AR	7. The undersigned hereby certifies that he/she or (if other than an individual) any owners, employees, agents, consultants, officers, or elected or appointed officials (including members of its board of directors) do(es) not have any business or family tie to any current or former employee, agent, consultant, officer, or elected or appointed official of DuPage County. Such a tie includes the following relationships and in-laws of such relationships (whether by blood, marriage or adoption): spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and no such tie has existed during the past twelve months. All these categories of persons and relations are considered to be "covered persons" under Federal conflict of interest regulations.
	8. The undersigned does have a business or family tie to a current or former (within the last twelve months) employee, agent, consultant, officer, or elected or appointed official of DuPage County. Please note that DuPage County will need to review such business or family tie to determine if it constitutes a conflict of interest under applicable Federal regulations prior to entering into any agreement with you. Please list each such business or family tie:
If you selected #2 above (owner or developer of a project funded with HOME).	
	9. The undersigned understands that no owner, developer, or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed

	official, or consultant of the owner, developer, or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor) may occupy a HOME-assisted affordable housing unit in a project during the required period of affordability.
Please select one of the following statements:	
	10. The undersigned is an individual or sole proprietor and am signing this on behalf of myself.
	11. The undersigned is a partnership and the signature below represents the statement of the partnership and all general and limited partners, individually, and collectively all covered persons associated with the partnership.
AR	12. The undersigned is a corporation and the signature below is that of a duly authorized corporate officer and represents the statement of each and all covered persons associated with the corporation.

Printed Name:	Alex Rendina
Title (if applicable):	President
Name of organization (if applicable)	Acqua Contractors Corp.
Signature:	
Date:	2/6/24

Printed Name:	
Title (if applicable):	
Name of organization (if applicable)	
Signature:	
Date:	

SAM.GOV®

ACQUA CONTRACTORS CORP

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
Y3KYLSAYKM66	**89P29**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Dec 7, 2024**	
Physical Address	Mailing Address	
551 S Il Route 83 **Elmhurst, Illinois 60126-4206** **United States**	**551 S Il Route 83** **Elmhurst, Illinois 60126-4206** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Illinois 06	**Illinois / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Dec 12, 2023	**Dec 8, 2023**	**Mar 19, 2019**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Mar 19, 2019	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

FEDERAL REQUIREMENTS

THIS BOOKLET IS BEING PROVIDED AS PART OF THE BID MANUAL FOR THIS PROJECT BECAUSE FEDERAL LABOR STANDARDS AND PREVAILING WAGE RATES WILL APPLY TO THIS PROJECT.

THIS BOOKLET CONTAINS:

- Required Contract Provisions for HUD Funded Capital projects in DuPage County, Illinois ..... *Page 1*
    - Executive Order 11246 ..... *Page 13*
    - HUD Federal Labor Standards Provisions ..... *Page 21*
- HUD required general contractor and sub-contractor forms ..... *Page 26*

  Samples and instructions for required contractor forms to be filled out, signed, and turned in by all labor providers, including:
    - Ownership Form ..... *Page 27*
    - Letter to the Office of Federal Contract Compliance Labor ..... *Page 28*
    - Labor Relations Agreement ..... *Page 29*
    - Apprentice Policy Recognition Form ..... *Page 31*
    - Section 3 Forms ..... *Page 32*
    - Certified Payroll and Statement of Compliance ..... *Page 44*
- A copy of the latest Illinois Prevailing Wage determination for wage rates in DuPage County ..... *Page 52*

Supplied through the DuPage
Community Development Commission
421 N. County Farm Road
Wheaton, IL 60187

Updated: Nov. 2021

REQUIRED CONTRACT PROVISIONS FOR HUD FUNDED CAPITAL PROJECTS IN DUPAGE COUNTY, ILLINOIS

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I. APPLICATION

A. These *Required Contract Provisions* shall apply to all work performed on the contract by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract**.**

B. The Contractor shall insert in each of his subcontracts all of the stipulations contained in these *Required Contact Provisions* and also a clause requiring his Subcontractors to include these *Required Contact Provisions* in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontracts that may in turn be made. The *Required Contract Provisions* shall in no instance be incorporated by reference.

C. A breach of any of the stipulations contained in these *Required Contract Provisions* may be grounds for termination of the contract.

D. A breach of the following clauses may also be grounds for debarment as provided in 29 CFR, Part 5.6.

E. All Bidders must sign the CDC Conditions and submit them with their complete bid package. This form is found in the Bid Specifications Manual.

F. All bidders and their subcontractor shall be eligible for award of a federally assisted or insured contract. Should any subcontractor be found ineligible after award of a contract, its contract shall be terminated and the matter referred to the Department of Labor for its action.

II. EQUAL OPPORTUNITY PROVISIONS

A. ***Equal Opportunity Clause***

Except as otherwise provided, DuPage County requires the inclusion of the following language as a condition of any grant, contract, loan insurance or guarantee involving federally assisted construction which is not exempt from the requirements of equal opportunity. The subgrantee hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR, Part 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following opportunity Clause:

B. ***Activities and Contracts Not Subject to Executive Order 11246, As Amended*** (*Applicable to federally assisted construction contracts and related subcontracts $10,000 and under*).

During the performance of this contract, the Contractor agrees as follows,

"The Contractor shall not discriminate against any employee or applicant for employment because of race, color religion, sex or national origin. The Contractor shall take affirmative action to ensure that the applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the DuPage County Community Development Specialist setting forth the provisions of this

nondiscrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin".

Contractors shall incorporate foregoing requirements in all subcontracts.

III. EXECUTIVE ORDER 11246 - Equal Employment Opportunity *Contracts/Subcontracts above $10,000 Section 202 Equal Opportunity Clause*

The complete Executive Order 11246 is included in this Federal Requirements booklet.

A. During the performance of this contract, the Contractor agrees as follows,

"The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employ-ment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause".

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor or pursuant thereto, and will permit access to his or her books, records and accounts by DuPage County, HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as DuPage County or HUD may direct as means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or threatened with litigation with a subcontractor or vendor as a result of such

direction by DuPage County or HUD, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

IV. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY *(Executive Order 11246, applicable to contracts/subcontracts exceeding $10,000)*

A. The Offeror or Bidder's attention is called the "Equal Opportunity Clause" and the "Standard Equal Employment Opportunity Construction Contract Specifications" set Herein.

B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

1. Until further notice the goal for women participation is 6.9% (Nationwide).

2. Until further notice the goal for minority participation is 19.6% (Chicago PMSA).

C. These goals are applicable to all Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

D. The Contractor's compliance with the Executive Order and the regulations in 41 CFR, Part 60.4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR, Part 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of contract, the Executive Order and the regulations in 41 CFR, Part 60.4. Compliance with the goals will be measured against the total work hours performed.

E. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the contract is to be performed.

F. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Chicago PMSA.

V. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS *(Executive Order 11246)*

A. ***As Used In These Specifications:***

1. *"Covered Area*" means the geographical area described in the solicitation from which this contract is resulted.

2. *"Director*" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority.

3. *"Employer identification numbers"* means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

B. ***"Minority" Includes:***

1. *Black* - All persons having origins in any of the Black African racial groups not of Hispanic origin.

2. *Hispanic* – All persons of Mexican, Puerto Rican, Cuban, Central and South American or other Spanish Culture or origin, regardless of race.

3. *Asian and Pacific Islander* – All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands.

4. *American Indian or Alaskan Native* – All persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

C. ***Subcontracts***

1. Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

2. If the Contractor is participating (pursuant to the 41 CFR, Part 60 4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

3. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 (I) through (XVI) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

5. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

6. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its

effort to achieve maximum results from its actins. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following.

D. ***Equal Employment Opportunity Documentation***

1. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in tall facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of any carrying out of the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of organization's responses.

3. Maintain a current file of the names, addresses and telephones numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individuals were sent to the union hiring hall for referral and were not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason, therefore along with whatever additional actions the Contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under D (2) above.

6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meet-ing its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female em-ployees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and the disposition of the subject matter.

8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification

to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures and tests to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of Contractor's work force.

11. Validate all rests and other selection requirements where there is an obligation to do so under 41 CFR, Part 60, 3.

12. Conduct, at least annually, an inventory and evaluation of at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for (through appropriate training, etc.) such opportunities.

13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

14. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to ensure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

17. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office from Federal Procurement contracting officers.

E. ***Voluntary Associations***

1. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations, D-1 through D-17. The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under D-1 through D17 of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet is individual goals and timetables, and can provide access to

documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

2. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive order if a specific minority group of women is under utilized).

3. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

4. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended.

5. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to the Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

6. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR, Part 60,4.8.

7. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation (if any), employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

8. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

F. ***Civil Rights Act of 1964***

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

G. ***Section 109 Of The Housing And Community Development Act Of 1974***

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

H. ***"Section 3" Compliance In The Provisions Of Training, Employment And Business Opportunities***

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3).

2. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to be the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

3. The parties to this contract agree to comply with HUD's regulations in 24 CFR, Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 75 requirements.

4. The Contractor agrees to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located. Where feasible, priority for opportunities and training should be given to Section 3 workers residing within the service area of the neighborhood of the project and participants in YouthBuild programs.

5. The Contractor agrees, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located. Where feasible, , priority for contracting opportunities described in paragraph b. i. of this section should be given to Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area of the neighborhood of the project and participants in YouthBuild programs.

6. The contractor agrees to include in any contract or agreement language to apply Section 3 to any and all subcontractors. All subrecipients, contractors, and subcontractors must meet the requirements of §75.19, regardless of whether Section 3 language is included in subrecipient agreements, program regulatory agreements, or contracts. All contractors and subcontractors must meet the requirements of §75.9, regardless of whether Section 3 language is included in contracts. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of regulations under 24 CFR, Part 75.

7. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR, Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR, Part 75.

8. Noncompliance with HUD's regulations in 24 CFR, Part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.

VI. CONTRACT WORK HOURS AND SAFETY STANDARDS

As a condition of any grant, contract, loan, insurance or guarantee involving federally assisted construction, DuPage County requires the following language to be included in full in any contract subject to the Contract Work Hours and Safety Standards ACT. As used in the section, the terms "*laborers*" and "*mechanics*" include watchmen and guards.

"The subgrantee, in accordance with Title 29, CFR, Part 5, hereby agrees that it will ensure the inclusion in all construction contract documents and bid specifications".

A. ***Overtime Requirements***
No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. ***Violation and Liability for Unpaid Wages and Liquidated Damages***
In the event of any violation of the clause set forth in Subsection A, the Contractor and any Subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and Subcontractor shall be to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in Subsection A, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection A.

C. ***Withholding for Unpaid Wages and Liquidated Damages***
The DuPage County Community Development Specialist may withhold or cause to be withheld from any monies payable on account of work performed by the Contractor or Subcontractor such sums as may administratively be determined to be necessary to satisfy an liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection B.

D. ***Subcontract***
The Contractor shall insert in any subcontracts the clauses set for in subsections A, B and C of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts they may in turn be made.

E. ***Contractor's Responsibility***
The Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in Subparagraph A through D.

VII. SAFETY

In the performance of this contract, the Contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions, on his own responsibility or the DuPage County Community Development Specialist may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

VIII. FALSE STATEMENTS CONCERNING PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers and workers on projects utilizing Federal funds, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly and honestly as possible. Willful falsification, distortion or misrepresentation with respect to any facts related to the project is a violation of Federal law.

IX. CLEAN AIR ACT IMPLEMENTATION

Contract requirements

A. The Contractor stipulates that any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clear Air Act, as amended (PL 91-604, 42 U.S.C 1857, as amended by PL 95-95 and PL 95-960, 42 USC 4362, 7401 et Seq.), Executive Order 11738, and regulations in implementation thereof (40 CFR, Part 15) is not listed, on the date of contract award, on the U.S. Environmental Projection Agency (EPA) List of Violating Facilities Pursuant to Title 40 CFR, Part 15.

B. The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, relating to inspection, monitoring, entry reports and information, as well as, all other requirements specified in Section 114 and all regulations and guidelines listed there under.

C. The Contractor shall promptly notify the Community Development Specialist of the receipt of any communication from the Director, Office of Federal Activities, or the EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA Listing of Violating Facilities.

D. The Contractor agrees to include or cause to be included the requirements of subparagraphs A through D of this section in every nonexempt subcontract and further agrees to take such action as the Government may direct as a means of enforcing such requirements.

X. LABOR STANDARDS

Except as otherwise provided, DuPage County requires the inclusion of the HUD Federal Labor Standards Provisions Form 4010 as a condition of any grant, contract, loan, insurance or guarantee involving federally assisted construction.

XI. BUILD AMERICA, BUY AMERICA ACT IMPLEMENTATION

The Build America, Buy America Act (BABA), enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (ITJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference (“Buy America Preference” or “BAP”) for federal infrastructure programs. Steps developed by HUD must be implemented to ensure that the iron, steel, manufactured products, and construction materials used in a project are produced in the United States. Section 70912, the Act further defines a project to include “the construction, alteration, maintenance, or repair of infrastructure in the United States” and includes within the definition of infrastructure those items traditionally included along with buildings and real property. CDBG funds awarded under the AGREEMENT are subject to the provisions of the Act, 41 U.S.C. 8301 note. While HUD currently has a waiver of the application of the BAP through HUD’s Notice, “General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (87 FR 26219), HUD will begin requiring compliance with BAP for all new funds obligated on or after November 14, 2022, unless covered by a subsequent waiver. Under FR-6331-N-06, HUD has proposed phased implementation of the BAP.

The BAP applies to the following construction materials used in infrastructure projects. Each

construction material is followed by a standard for the material to be considered **"produced in the United States."**

a. ***Non-ferrous metals***. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

b. ***Plastic and polymer-based products***. All manufacturing processes, from initial combination of constituent, plastic or polymer-based inputs until the item is in a form in which it is delivered to the work site and incorporated into the project, occurred in the United States.

c. ***Composite building materials***. All manufacturing processes, from initial combination of constituent materials until the composite material is in a form in which it is delivered to the work site and incorporated into the project, occurred in the United States.

d. ***Glass***. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

e. ***Fiber optic cable***. All manufacturing processes, from the initial preform fabrication stage through fiber stranding and jacketing, occurred in the United States.

f. ***Optical fiber***. All manufacturing processes, from the initial preform fabrication stage through fiber stranding, occurred in the United States.

g. ***Lumber***. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

h. ***Drywall***. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

EXECUTIVE ORDER 11246 EQUAL EMPLOYMENT OPPORTUNITY

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

Part I - Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

Subpart A - Duties of the Secretary of Labor

SEC. 201.The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, l978 Comp., p. 230]

Subpart B - Contractors' Agreements

SEC. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24,

1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with afl provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 203. Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or

supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 204 (a) The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order.

(b) The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.

(c) Section 202 of this Order shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this Order.

(d) The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this Order: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this Order.''

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

SEC. 205. The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 206. The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

(b) The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 207. The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 208. The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

Subpart D - Sanctions and Penalties

SEC. 209. In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

(1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

(2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions

set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

(3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

(4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

(5) After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

(6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 210. Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p 230]

SEC. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 212. When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Subpart E - Certificates of Merit

SEC. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship,

membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

SEC. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

SEC. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 302."Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

SEC. 303. The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such

information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

(b) In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

(c) In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 304. Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

Part IV - Miscellaneous

SEC. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, l978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SEC. 402. The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

SEC. 403. Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No.

10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such

directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

SEC. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

SEC. 405. This Order shall become effective thirty days after the date of this Order.

HUD Federal Labor Standards Provisions Form 4010

(5 pages)

Illinois Prevailing wage applies to this project.
Davis-Bacon and Related Wage Acts do not apply. All other provisions in this form 4010 remain in effect.

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

2. The classification is used in the area by the construction industry; and

3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. **Withholding**

   i. **Withholding requirements**

   The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

   ii. **Priority to withheld funds**

   The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

   A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

   B. A contracting agency for its reprocurement costs;

   C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

   D. A contractor's assignee(s);

   E. A contractor's successor(s); or

   F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. **Records and certified payrolls**

   i. **Basic record requirements**

   A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

   B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

   C. Additional records relating to fringe benefits*.* Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. **Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. **Certified payroll requirements**

A. **Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. **Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. **Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv **Required disclosures and access**

A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Fringe benefits Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. Apprenticeship ratio The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii Equal employment opportunity The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and
Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility**.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. ***Subcontracts***. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- **iv.** Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. **CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. **Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. **Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

HUD REQUIRED GENERAL CONTRACTOR AND SUB-CONTRACTOR FORMS

THESE FORMS WILL NEED TO BE COMPLETED BY THE SUCCESSFUL BIDDER(S)

- Notification to the Office of Federal Contract Compliance Programs: This form applies to the successful bidder(s) and all subcontractors with contracts of $10,000 or greater. Mail this form to U.S. Department of Labor. Copies to Owner and DuPage County.

ORIGINALS OF ALL OF THE FOLLOWING FORMS MUST BE SENT TO OWNER

- Ownership Form
- Contractor / Subcontractor Labor Relations Agreement
- Apprenticeship Policy Recognition Form
- Section 3 Forms
  - Complete as applicable
- Certified Payroll (Weekly Reports) (Two page form with payroll on first page and statement of affidavit on second page.)

Note: DuPage County Community Development Commission (CDC) is the DuPage County office responsible for administering HUD funds. This project is funded in whole or part via a grant of HUD funds from DuPage County to the Owner / Subgrantee.

Informational Materials Attached: Labor Relations Agreement; Section 3 Forms; Instructions for Completing Certified Payrolls and Statement of Affidavit; Categorizing Foremen, Supervisors, Owners, and Other Employees on Certified Payrolls; Sample Payroll; Sample Statement of Affidavit.

HUD = United States Department of Housing and Urban Development

OWNERSHIP FORM

(To be completed by business owners)

Any contractor working on a federally funded project must be cleared through the Excluded Parties List System (EPLS) for identifying businesses and individuals that have been debarred or are otherwise ineligible to be paid with federal funds. Please complete this information so that such clearance may be performed by CDC staff.

PART 1 **Business Information:**

Legal Business Name			
Owner Name			
Address of Business			
Telephone #		**DUNS #**	
Webpage (if available)		**FIN (IRS) #**	
Trade(s)			

Indicate whether business is:

- Sole Proprietorship _____ Date Established: _____ BRC[2] _____
- Limited Liability Company _____
- Partnership _____ Date of Agreement: _____ BRC _____
- Corporation[1] _____ Date of Incorporation: _____ TIN[3] _____

[1] *Does not include affiliates, wholly owned subsidiaries or divisions.*
[2] *Business Registration Certificate Number*
[3] *Tax Identification Number*

Has the firm done or is it currently doing business under another name?

Yes: _____ No: _____

If yes, please provide the name and explain:

Is the spouse of the owner also involved in the business in any capacity (Vice President, secretary, etc)?

Yes: _____ No: _____

If yes, please provide name and the title of the spouse:

Identify the names of all owners/principals of the company:

Name	Title	Business Name (if applicable)

Is the firm in Good Standing with the State of Illinois? (This will be confirmed by CDC through a check of CyberDrive Illinois.)

Yes: _____ No: _____

If no, please explain:

PART 2 **Other Concerns:**

☐	**Business is owned by a minority person:**	☐ African American	☐ Hispanic American
	☐ Other (Specify):	☐ Native American	☐ Asian/Pacific American
☐	**Business is woman owned.**		

I certify that the above information is complete and accurate.

Owner Signature Date

Print Name Title

NOTIFICATION TO THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS (OFCCP)

To be completed and mailed within 10 business days of contract signing. **Send original to the Office of Federal Contract Compliance** and photocopy to DuPage County Address at bottom of letter.

Date: _____

Karen D. Wallace, District Director
Office of Federal Contract Compliance Programs (OFCCP)
U.S. Department of Labor
Chicago District Office
230 S. Dearborn St., Suite 612
Chicago, IL 60604

Please be advised that the following contract in excess of $10,000 has been awarded:

Prime Contractor Number: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Contractor/Subcontractor Phone #: _____

Contractor/Subcontractor Email: _____

Contractor/Subcontractor EIN: _____

Amount of Contract/Subcontract: _____

Estimated Construction Start Date: _____

Estimated Construction Completion Date: _____

Project Location: _____

Signed: _____

Printed Name: _____

Title: _____

CC: DuPage County
421 N. County Farm Rd, Room 2-800
Wheaton, IL 60187
Attn: Community Development Commission
Phone: 630-407-6600
Email: communitydev@dupageco.org

CC: _____
_____
_____
Attn: _____
Phone: _____
Email: _____

ILLINOIS PREVAILING WAGE ACT
CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT (LRA)

Project Name		**Project #**	
Project Address		**Contract Amount**	
Contractor Name		**Type**	☐ GC ☐ Subcontractor
*If **SUBCONTRACTOR** provide name of contracting company*			
Address of Business			
Contact Person		**Title**	
Telephone #		**Fax #**	
Email Address		**FIN (IRS) #**	

1. The following persons are hereby authorized to complete and sign all payroll forms and records for the above project:

Name/Title:		**Signature:**	
Name/Title:		**Signature:**	

2. I ☐ HAVE ☐ HAVE NOT received a copy of the applicable Illinois prevailing wage rates for the above project and I understand that Illinois Prevailing Wage Act apply to this project.

3. In the section below, please list the hourly wage and fringe benefits by trade classification and group number of each trade employed by your company. Mark how benefits are paid. Attach additional sheets as needed. Total wages must meet IL prevailing wage minimums.

Trade Classification name			**Trade Classification name**	
Trade Type			**Trade Type**	
Class # *(if applicable)*			**Class #** *(if applicable)*	
Base Wage Rate:			**Base Wage Rate:**	
Health & Welfare Insurance (H/W)			Health & Welfare Insurance (H/W)	
Pension (Pensn)			Pension (Pensn)	
Vacation (Vac)			Vacation (Vac)	
Training (Trng)			Training (Trng)	
Total Fringe Benefits:			**Total Fringe Benefits:**	
Fringe Benefits paid	☐ *in cash* ☐ *into plan(s)*		*Fringe Benefits paid*	☐ *in cash* ☐ *into plan(s)*
TOTAL *(wage + fringe)*			**TOTAL** *(wage + fringe)*	

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

The undersigned certifies that (s)he is an owner/officer of the contractor and further certifies compliance with all Illinois Prevailing Wage Act requirements:

Signature Date

Print Name Title

ILLINOIS PREVAILING WAGE ACT
APPRENTICESHIP POLICY RECOGNITION FORM

This form has been provided by the DuPage Community Development Commission (CDC) for the contractor's benefit to fully understand the requirements that surround the use of apprentices and trainees on CDC funded projects. You are encouraged by the CDC to assign apprentices to this project and this document discloses key requirements that will help contractors avoid infractions which necessitate wage restitution. By filling out this form, you are only demonstrating your awareness of the policies regarding apprentices and government work. After completing this form, please return it to the property owner to hand into to the CDC.

Project Name		**Project #**	
Project Address		**Contract Amount**	
Contractor Name		**Type**	☐ GC ☐ Subcontractor
*If **SUBCONTRACTOR** provide name of contracting company*			
Address of Business			
Contact Person		**Title**	
Telephone #		**Fax #**	
Email Address		**FIN (IRS) #**	

Only persons who are enrolled in a U.S. Department of Labor certified apprenticeship program may be paid an apprenticeship rate of pay. The rate of pay is determined by the U.S. Department of Labor apprenticeship program, but a contractor must pay the same fringe benefits as required for a tradesman. A contractor may not establish different subcategories of apprentices and pay a different rate. There are no rates for persons who may be called "pre-apprentice". The only exception to the prevailing rate is for USDOL Certified Apprentices.

Do you plan on using apprentices for the above referenced project?	☐ Yes	☐ No
Are your apprentices registered with the Bureau of Apprenticeship and Training?	☐ Yes	☐ No

If not, you must register all apprentices with the Bureau. You can reach the local office at: (312) 596-5500. Return evidence of registration to the property owner.

List below the names and status of the apprentices likely planned for work on this project. Listing does not bind the contractor to assigning these apprentices and trainees:

Apprentice Name	Year/Level	Registered	Wage/hour

I am now aware of the apprentice policies involving the above referenced project and will keep a copy of this disclaimer in the project file:

Signature Date

Print Name Title

DU PAGE COUNTY - SECTION 3 INITIATIVE OVERVIEW

Federal grant funds awarded by DuPage County to this project are subject to Section 3 compliance as provided in 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. All contractors providing labor on projects with over $200,000 of either HUD 's Community Development Block Grant (CDBG) or HOME Investment Partnership financial assistance are subject to Section 3 and must complete the following documents (as applicable):

1. **INITIATIVE OVERVIEW**
2. **ACKNOWLEDGEMENT OF COMPLIANCE REQUIREMENTS**
3. **SECTION 3 CERTIFICATIONS**:
   A. Compliance Certification
   B. Business Self-Certification
   C. Laborer Self-Certification
4. **OUTREACH:**
   A. Employee Resource Guide
   B. Employer Outreach Guide
   C. Employee Jobsite Notification
   D. Employer Project Notification
5. **JOBSITE REPORT – LABOR HOURS**
6. **DEFINITIONS AND FREQUENTLY ASKED QUESTIONS**
7. **CDC SECTION 3 PROCEDURES**

DuPage County is responsible for executing Section 3 compliance and reporting the outcomes of these efforts. Specifically, under this regulation, DuPage County is responsible for:

1. Informing any subrecipients, developers, general contractors, contractors, and subcontractors of the requirements of Part 75;
2. Monitor the performance of projects and contractors for the requirements and objectives of Part 75;
3. Notify potential contractors and subcontractors of Section 3 covered opportunities open for bid; and
4. Collect and report documentation in respect to all efforts to achieve Section 3 participation.

Projects receiving HUD-funded assistance greater than $200,000 are covered by Section 3. Contractors subject to Section 3 compliance, to the greatest extent feasible, are responsible for:

1. Contracting or hiring locally
2. Contracting at least 25% of the project labor hours with Section 3 business concerns and/or workers
3. Hiring new employees who qualify as a Section 3 worker or Section 3 targeted worker
4. Refraining from entering into contracts with businesses in violation of Section 3
5. Documenting all efforts, actions taken, results, and/or impediments to achieving Section 3 obligations for submission to the DuPage Community Development Commission

Noncompliance, involving the disregard of actions to be taken and/or documentation of those efforts, whether successful or not, may result in delayed or non-payment of Federal grant awards.

For more information about Section 3 and to access DuPage County's Section 3 certification forms, visit: https://www.dupagecounty.gov/government/departments/community_services/municipalities_and_non-profits/community_development_commission/section_3.php.

SECTION 3: ACKNOWLEDGEMENT OF COMPLIANCE REQUIREMENTS

Section 3 of the HUD Act of 1968 (12 U.S.C § 1701u) and its associated regulations (24 C.F.R. Part 75)

Project Name: _____ **HUD Grant**: CDBG / HOME **HUD Assistance**: $_____

The requirements of Section 3 apply to contractors and subcontractors performing work on construction or rehabilitation projects for which the amount of HUD financial assistance exceeds $200,000. All contractors and subcontractors, regardless of the funding total, must execute the following acknowledgement (referred to as the Acknowledgement of Compliance Requirements) to acknowledge they have reviewed and understand Section 3 compliance for the HUD-funded project.

Review and initial each statement:

_____ HUD financial assistance for the project does / does not (circle one) exceed $200,000.

_____ The parties will comply with HUD's regulations in 24 CFR part 75, which implement Section 3. The parties certify that they are under no impediment that would prevent them from complying with the Part 75 regulations.

_____ The parties acknowledge noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

SECTION 3 BUSINESS CONCERN:
_____ A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

SECTION 3 WORKER:
_____ A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD:

Individual Annual Income	**1**
80 % (gross income)	*$61,800

*Chicago-Joliet-Naperville, IL HUD Metro FMR Area

2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

SECTION 3 TARGETED WORKER:
_____ A Section 3 targeted worker is a worker who:

1. Is employed by a Section 3 business concern; or
2. Currently fits, or when hired fit, at least one of the following categories, as documented within the past five years:
    a. Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or
    b. A YouthBuild participant.

SECTION 3: ACKNOWLEDGEMENT OF COMPLIANCE REQUIREMENTS

HIRING

_____ Contractors, to the greatest extent feasible, will fill vacant positions with Section 3 workers or Section 3 targeted workers. Any vacant employment positions, including training positions, that are filled ***after*** the contractor is selected but ***before*** the contract is executed, with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

REPORTING

_____ Contractors, to the greatest extent feasible, will make efforts to have Section 3 workers conduct *25 percent* or more of the total number of labor hours worked by all workers on a Section 3 project and Targeted Section 3 workers conduct *5 percent* or more of the total number of labor hours worked by all workers on a Section 3 project (This 5 *percent* is included as part of the *25 percent* threshold).

_____ Contractors will track labor hours in pursuit of meeting the above outlined benchmarks.

EQUAL OPPORTUNITIES

_____ The parties agree affirmative action and equal employment opportunity to those who do business with the federal government. It is illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease).

OUTREACH

_____ Contractors, to the greatest extent feasible, will conduct outreach to hire Section 3 workers and/or Section 3 targeted workers which includes, but is not limited to:

1. Notify labor organizations or representatives of workers of Section 3 preference, including job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
2. Provide technical assistance to help Section 3 workers compete for jobs.

_____ Contractors, to the greatest extent feasible, will support hired Section 3 workers and/or Section 3 targeted workers to ensure they have access to resources which includes, but is not limited to:

1. Provide training and/or apprenticeship opportunities.
2. Refer Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare, financial literacy, etc.).
3. Notify laborers on the jobsite of the Section 3 worker qualifications to ensure all employees may complete eligibility certification.

The undersigned agrees to comply with the Section 3 Guidelines when applicable as referenced by HUD regulations in 24 CFR part 75 as amended.

Name/Title (printed)	**Company**	**Signature**
Name/Title (printed)	**Company**	**Signature**
Name/Title (printed)	**Company**	**Signature**

SECTION 3 EMPLOYER SELF CERTIFICATION CHECKLIST

There are many ways to certify a Section 3 Business, Worker(s), or Targeted Section 3 Worker(s) under 24 CFR part 75:

For the following numbered items, please mark the checkbox that applies to your business with ☑ or ☒

1. For a Business to qualify as a ***Section 3 Business Concern***, certification must be provided that the company meets at least one of the following, please select ONE of the below options that applies:
   ☐ At least 51 percent owned and controlled by low- or very low-income persons; or
   ☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
   ☐ My business is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

   ☐ None of the above apply to our company.

2. For a worker to qualify as a ***Section 3 worker***, one of the following must be maintained:

   ☐ My company certifies that the income from this employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

   ☐ My company certifies that our company is a Section 3 business concern; or

   ☐ None of the above apply to our company.

3. For a worker to qualify as a ***Targeted Section 3 worker***, the following must be maintained:
   ☐ My company's confirmation that our **worker's residence is currently within one mile of the work site or when hired resided within one mile of the work site, as documented within the last five years,** or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;

   ☐ My company certifies that our company is a Section 3 business concern; or

   ☐ None of the above apply to our company.

Please use the below information to determine if your employee(s) meet the criteria for the first option of question #1. Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from: https://www.huduser.gov/portal/datasets/il.html. This website also provides detailed explanations on how to calculate your annual income to compare it to this below income limits summary:

Individual Annual Income	**1**
80 % (gross income)	*$61,800

*Chicago-Joliet-Naperville, IL HUD Metro FMR Area

☐ I certify that my employee(s) meet the requirements of the Section 3 worker/Targeted Section 3 worker
(If you checked the above box, please list the qualifying employees on the next page)

☐ I certify that my employee(s) **DO NOT** meet the requirements of the Section 3 worker/Targeted Section 3 worker

4. Not all businesses will meet the requirements of a Business Concern or have Section 3 or Targeted Section 3 employees. In that case, the U.S. Department of Housing and Urban Development requires qualitative outreach efforts be made to Section 3 workers. Please select all that apply to your company which demonstrate qualitative efforts put forth to meet federal Section 3 requirements. Verification of efforts must be provided upon request from the contract awardee, the U.S. Department of Housing and Urban Development, and/or DuPage County.

☐ Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

☐ Provided training or apprenticeship opportunities.

☐ Provided technical assistance to help Section 3 workers compete for jobs (*e.g.,* resume assistance, coaching).

☐ Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

☐ Held one or more job fairs.

☐ Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.,* work readiness activities, interview clothing, test fees, transportation, child care).

☐ Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

☐ Assisted Section 3 workers to obtain financial literacy training and/or coaching.

☐ Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

☐ Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

☐ Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

☐ Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

☐ Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

☐ Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to DuPage County may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the information contained in this document is correct to the best of my knowledge.

Name (printed)	**Company**	**Signature**
Title	**Project Name**	**Laborer Trade**

Please provide the details of all employees meeting the Section 3 requirements from the previous page:
(print additional forms if necessary)

Name (printed)	**Section 3 Worker (Yes/No)**	**Targeted Section 3 Worker (Yes/No)**
Name (printed)	**Section 3 Worker (Yes/No)**	**Targeted Section 3 Worker (Yes/No)**
Name (printed)	**Section 3 Worker (Yes/No)**	**Targeted Section 3 Worker (Yes/No)**
Name (printed)	**Section 3 Worker (Yes/No)**	**Targeted Section 3 Worker (Yes/No)**
Name (printed)	**Section 3 Worker (Yes/No)**	**Targeted Section 3 Worker (Yes/No)**
Name (printed)	**Section 3 Worker (Yes/No)**	**Targeted Section 3 Worker (Yes/No)**
Name (printed)	**Section 3 Worker (Yes/No)**	**Targeted Section 3 Worker (Yes/No)**
Name (printed)	**Section 3 Worker (Yes/No)**	**Targeted Section 3 Worker (Yes/No)**
Name (printed)	**Section 3 Worker (Yes/No)**	**Targeted Section 3 Worker (Yes/No)**
Name (printed)	**Section 3 Worker (Yes/No)**	**Targeted Section 3 Worker (Yes/No)**
Name (printed)	**Section 3 Worker (Yes/No)**	**Targeted Section 3 Worker (Yes/No)**
Name (printed)	**Section 3 Worker (Yes/No)**	**Targeted Section 3 Worker (Yes/No)**
Name (printed)	**Section 3 Worker (Yes/No)**	**Targeted Section 3 Worker (Yes/No)**
Name (printed)	**Section 3 Worker (Yes/No)**	**Targeted Section 3 Worker (Yes/No)**
Name (printed)	**Section 3 Worker (Yes/No)**	**Targeted Section 3 Worker (Yes/No)**
Name (printed)	**Section 3 Worker (Yes/No)**	**Targeted Section 3 Worker (Yes/No)**
Name (printed)	**Section 3 Worker (Yes/No)**	**Targeted Section 3 Worker (Yes/No)**

SECTION 3 EMPLOYEE SELF CERTIFICATION CHECKLIST

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individual, particularly those who are recipients of government assistance for housing or other public assistance. **Your response is voluntary, confidential, and has no effect on your employment.**

There are many ways to certify a Section 3 Worker or Targeted Section 3 Worker under 24 CFR part 75:
For the following numbered items, please mark the checkbox that applies to you with ☑ or ☒

1. For a worker to qualify as a ***Section 3 worker***, one of the following must be maintained:
   - ☐ I certify that my income is below the income limit from the prior calendar year (see income limit below);
   - ☐ I certify that I participate in a means-tested program such as public housing or Section 8 assisted housing;
   - ☐ Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
   - ☐ My employer's certification that my income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
   - ☐ My employer's certification that I am a worker who is employed by a Section 3 business concern;
   - ☐ None of the above apply to me;
   - ☐ I prefer not to answer.

2. For a worker to qualify as a ***Targeted Section 3 worker***, the following must be maintained:
   - ☐ My employer's confirmation that my residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
   - ☐ My employer's certification that I am employed by a Section 3 business concern; or
   - ☐ I certify that I am a YouthBuild participant;
   - ☐ None of the above apply to me;
   - ☐ I prefer not to answer.

Please use the below information to determine if you meet the criteria for the first and fourth options of question #1.
Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from: https://www.huduser.gov/portal/datasets/il.html. This website also provides detailed explanations on how to calculate your annual income to compare it to this below income limits summary:

Individual Annual Income	**1**
80 % (gross income)	*$61,800

*Chicago-Joliet-Naperville, IL HUD Metro FMR Area

☐ I certify that I meet the requirements of either the Section 3 worker or the Targeted Section 3 worker
☐ I certify that **I DO NOT** meet the requirements of either the Section 3 worker or the Targeted Section 3 worker

I affirm and hereby certify, under penalty of law, the information provided and the above selected statements are true, complete, and correct to the best of my knowledge and belief.

Name (printed)	**Address**	**Employer**
Signature	**Project Name**	**Laborer Trade**

Resources For Section 3 Workers

DuPage County Community Services

DuPage County Community Services aims to provide and support programs, services and partnerships that keep people safe in their homes, environments, and relationships; provide connections between those in need and the resources that support them; and help residents escape poverty, maintain independence, and achieve economic self-sufficiency. Some programs that may be of assistance are but not limited to, Community Services Block Grant (CSBG) Scholarship, Housing Assistance, Low Income Home Energy Assistance Program (LIHEAP), and Clothing and Household Good Vouchers, Transportation, and more. Additional program information can be found by visiting the DuPage County Community Services website or calling (630) 407-6500. DuPage County IL – Community Services Home

In addition, DuPage County Community Services uses and maintains an information system database accessible online for anyone. Residents can search for services such as childcare, car repair, food pantries, mental health, legal, and more. DuPage CRIS is free to use and contains over one thousand records of programs, qualification, and contacts. Home (211dupage.gov).

Northern Illinois Food Bank

Northern Illinois Food Bank is part of the Feeding America network aimed at getting nourishing food to people in need. They distribute meals through food pantries and meal programs throughout the United States. Food is free without any expectation of donation or repayment. Find Your Local Food Bank | Feeding America

YWCA

The YWCA provides early childcare programs that promote child development, and school readiness, while enabling parents the ability to obtain and retain employment. Programs such as childcare, Head Start, and Pre-K programs that help over 200,000 kids annually. YWCA Child Care Services and Programming - YWCA USA

H.O.M.E. DuPage

H.O.M.E. DuPage is a HUD-approved, nationally recognized organization that provides financial literacy education and counseling services. Staff work hand in hand with clients to guide them through issues such as credit repair, overcoming mortgage default, and other financial challenges as well as teaching budgeting, wise consumerism, and more. Programs in Financial Fitness, Homebuyer Education, and Gateway to Homeownership Orientation are offered to individuals and families with home and financial related assistance and education. About H.O.M.E. DuPage - H.O.M.E DuPage (homedupage.org)

WorkNet DuPage

WorkNet DuPage Career Business Center has a wealth of resources to assist in career development, including how-to guides, samples, and advice on resumes, interviewing kills, success at your new job and more. Eligible individuals may receive career counseling or qualify for grants to pay for local training programs to obtain new skills or professional certification. WorkNet DuPage also has a resource center where you can gain free access to computers, WiFi, copiers, fax machines, and printers. Job Seekers - workNet DuPage Career Center

People's Resource Center

People's Resource Center's Job Assistance Program helps unemployed or underemployed people in the community find jobs through mentoring and workshops focused on interview preparation. PRC connects our job seeking clients with their own volunteer job coach to build skills, help with resume and interview preparation, and plan for job searches. PRC partners with area libraries to allow the Jobs program to expand its reach into the community. Monthly workshops at the libraries are open to everyone. The popular topics include: Are you LinkedIn, Am I Ready for My Job Search?, Master the Phone and Virtual Interview, Negotiate the Job Offer, and 1:1 Mock Interviews. People's Resource Center also partners with area employers to connect pre-screened, qualified candidates with employers seeking to hire. Job Assistance - People's Resource Center (peoplesrc.org)

Grow Your Business & Support Your Community with HUD Section 3

Below are some local resources you can use to hire qualified Section 3 employees:

College of DuPage
College of DuPage offers many Career and Technical Program Degrees and Certificates. College of DuPage also supports apprenticeship opportunities. Some of the fields include Applied Technology, Construction Management, Electromechanical Technology, Heating, Air Conditioning and Refrigeration, Welding and more. Project Hire-Ed Apprenticeship Program Employer Information (cod.edu)

WorkNet DuPage
WorkNet DuPage Career Business Center is your source for help to hire, train, and retain a strong workforce. They offer Recruiting Assistance in the form of Job Postings, On-The-Job Training, and Incumbent Worker Training. Business Service representatives can assist in offering a range of customized training solutions to meet your business' needs such as Apprenticeship Programs and No-Cost Temporary Workers. Employers - workNet DuPage Career Center

People's Resource Center
People's Resource Center partners with area employers to connect pre-screened, qualified candidates with employers seeking to hire. They also host an online job posting and employment board as well as in- person and virtual career fairs. Home - People's Resource Center (peoplesrc.org)

Business USA Mobile App
HUD and the U.S. Small Business Administration developed the BusinessUSA Mobile App as a centralized, one-stop platform to make it easier than ever for businesses to access services and to help them grow and hire. Small contractors, including Section 3 businesses, can use the app to learn about federally funded contracting opportunities. It also pulls together the best business information, events, services, tools, and advisors from federal, state and local governments. Or use BusinessUSA for helpful information, services, and tools. Small Business | USAGov

YouthBuild
YouthBuild is a short-term program where 16–24-year old's can earn their high school diploma or GED and acquire construction skills to perform construction-related community service projects. YouthBuild | Qcul

DUPAGECOUNTY

Are you a Section 3 Worker?

You may be a Section 3 worker if:

Household Size	80% (gross income)
1	$ 61,800

- **Your income for the previous calendar year is below the HUD-established limit (see chart)**
- **You are employed by a Section 3 business concern; or**
- **You are a YouthBuild participant**

Any worker that fits the above description may be a Section 3 worker, and may be in need of additional rescources.

For more information, contact your supervisor or DuPage County:

DuPage County Community Development
421 N County Farm Road
Room 2-800
Wheaton, IL 60187

CONTACT
(630) 407-6600
communitydev@dupageco.org

Rev. 05/2023

Looking for work?

WE ARE HIRING!

A HUD-funded project is accepting applications:

PROJECT NAME

Location

Job Title – Trade	Start Date	Qualifications

Additional training and apprenticeship opportunities may also be available

To Apply or for More Information Contact:
NAME
POSITION, COMPANY
PHONE NUMBER / EMAIL
ADDRESS

(Company Logo Here)

CATEGORIZING FOREMEN, SUPERVISORS, OWNERS, AND OTHER EMPLOYEES ON CERTFIED PAYROLLS

Non-labor employees on or off the jobsite need not report their wage rates, however some exceptions do apply:

Non-Covered Job Classifications

Workers performing normal duties of the following job classifications are not subject to wage requirements:

1) Project Superintendent
2) Project Engineer
3) Project Foreman*
4) Watchman
5) Water Carrier
6) Messenger
7) Clerical Workers
8) Other Non-Labor Employees

* Exception is the Working Foreman. A Working Foreman is one who devotes more than 20 percent of time during a work week to mechanic or labor duties, and who must be paid the applicable rate for the hours so worked.

Supervisors, Owners, and Other Salaried Employees Providing Full-Time Supervision

1) Supervisors
    a. Hours worked by these employees must be reported although wage rates need NOT be reported.
    b. The term “Salary” may appear in place of wage rate for any salaried employee.
2) Owners
    a. Owners who perform labor-work on a federally funded project along side journeymen employees must also report hours worked.
    b. Like supervisors owners need not report salary, with exception to #3:
3) Self-Employed, Sole-Laborer Owners
    a. Owners who are either the only laborer or mentoring an apprentice or trainee MUST report wage rate and weekly wage for work performed.
    b. Certified payrolls MUST also be completed and signed by the General Contractor.

Apprentices and Trainees

1) Apprentices and Trainees may be paid a lower wage rate than Prevailing Wage under the following conditions:
    a. The apprentice or trainee is supervised hour for hour by a journeyman of the same trade.
    b. Journeyman to apprentice ratio set by the local union is maintained
    c. Supervisors, superintendents or any other management employee does not count as appropriate supervision.
2) If an apprentice or trainee is found unsupervised:
    a. Employer will be contacted by phone and mail.
    b. Restitution to meet the Davis-Bacon wage determination for hours worked will be required.
    c. Non-compliance can and will hold up further payouts.

INSTRUCTIONS FOR COMPLETING IDOL'S CERTIFIED TRANSCRIPT OF PAYROLL FORM. THIS FORM MUST BE COMPLETED AND SUBMITTED FOR ALL WORK ON PROJECTS COVERED BY THE PREVAILING WAGE ACT.

1. Complete all items contained on the form pertaining to the project.

2. Please note that pertinent information is required on the second sheet including the full legal and correct name of the contractor/subcontractor as well as fringe benefit information where contributions are not made to a fringe benefit fund that is jointly administered by one or more employers or one or more labor organizations in accordance with the federal Labor Management Relations Act. It is **IMPERATIVE** that the **AFFIDAVIT** information on page 2 be completed in its **ENTIRETY** including **SIGNATURE**. The second sheet including affidavit must accompany every certified transcript of payroll.

3. Please note that **ALL** hours worked during the week (**P**revailing **W**age "**PW**" and **N**on **P**revailing **W**age **"N"**) have to be recorded.

4. If a contractor pays into a fringe benefit fund for such fringe benefits as health insurance, pension, 401(k), and/or vacation fund, for which the contractor/subcontractor wants to take credit and the fund is jointly administered by one or more employers or one or more labor organizations in accordance with the federal Labor Management Relations Act, place the letter "**F**" behind the hourly rate. If contributions for fringe benefits for which you seek credit are not paid to a fringe benefit fund that is jointly administered by one or more employers or one or more labor organizations in accordance with the federal Labor Management Relations Act, then 1) the name and address of the benefit fund, 2) the plan sponsor of each benefit if applicable, and 3) the plan administrator of each benefit must be included on the certified transcript of payroll in the place indicated on page 2.

5. If a contractor/subcontractor wants to take credit for contributions for fringe benefits and contributions are not made on a per hour worked basis for all hours worked, then the contractor must convert the rate of contribution to an annualized per hour rate for purpose of reporting. The annualized rate is calculated by dividing the total amount of contributions by the total hours worked (including all hours worked both prevailing and non prevailing wage work) during the twelve month period ending with the month preceding the month in which the work was performed for which the certified transcript of payroll is being completed. If employees make co-payments for benefits, the contractor/subcontractor's contributions cannot include the employee co-pays in the calculation. The only amount that may be included in the calculation of the contractor's contributions is the net amount (amount of contractor contribution not including employee co-pays).

6. Credit for fringe benefits cannot exceed the sum of the hourly rate of all the fringe benefits set forth in the schedule for the appropriate classification and amounts in excess of the total cannot be used as an off-set to the required amount to be paid in wages.

7. Contributions for training may only be credited where the contributions are made to apprenticeship and training programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training. An apprentice rate where applicable may only be paid for those persons in programs approved by the U.S. Department of Labor, Bureau of Apprenticeship and Training.

8. The items requested under the heading, "Contract Information", help to correctly identify the project. If a Contract or Project Number is not known please do your best to secure the information. The information requested for "Project" and "Project Location" should always be completed.

9. No later than the 15th of each calendar month following a month in which construction on the project has occurred, a contractor/subcontractor must file a certified payroll with the public body in charge of the project.

10. The contractor/subcontractor must maintain the original copies of all Prevailing Wage and Non-Prevailing Wage time and payroll records required under the Prevailing Wage Act and which will verify the information contained in this form for a period of five years.

You are invited to visit IDOL'S web site at *http://labor.illinois.gov* for more detailed information regarding application of the Prevailing Wage Act.

PLEASE NOTE: THE SUBMISSION OF FALSIFIED CERTIFIED TRANSCRIPT OF PAYROLL IS A CRIMINAL OFFENSE. IN ADDITION FILING A FALSIFIED CERTIFIED PAYROLL CONSTITUTES A VIOLATION OF THE PREVAILING WAGE ACT AND THE SUBMISSION OF FALSE RECORDS AND/OR THE FAILURE TO MAINTAIN THE RECORDS REQUIRED UNDER THE ACT CAN RESULT IN A NOTICE OF VIOLATION AND SUBSEQUENT DEBARMENT ON ALL PUBLIC WORKS FOR A PERIOD OF UP TO FOUR YEARS.

State of Illinois
Illinois Department of Labor

Certified Transcript of Payroll

IDOL Case File Number: _____ Payroll Start: _____ Payroll End: _____

(Contract Number)

(Project Number)

(Project Location)

Contractor and/or Subcontractor

(Company Name) (Contact Name)

(Street Address) (City)

(State) (Zipcode) (Telephone Number)

Public Body Information

(Public Body Name) (Contact Name)

(Street Address) (City)

(State) (Zipcode) (Telephone Number)

Report Hours for Each Day, Including Overtime Hours, List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Worker Name, Address Last Four of SSN & Telephone Number		* Hours worked each day SUN	MON	TUE	WED	THR	FRI	SAT	Total Straight Time Hours	Total OT Hours	Hourly Wage Rate	OT Wage Rate	Per Pay Period Gross	Net
	PW													
	N													
Labor Classification	Hourly Fringe Benefit:	Pension:		Health/Welfare:		Vacation:		Training:						
	PW													
	N													
Labor Classification	Hourly Fringe Benefit:	Pension:		Health/Welfare:		Vacation:		Training:						
	PW													
	N													
Labor Classification	Hourly Fringe Benefit:	Pension:		Health/Welfare:		Vacation:		Training:						

Please place an "F" by the hourly rate for fringe benefits paid to a Fund jointly managed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act (See instruction 4 for completing this form). In addition contractors/subcontractors who do not make contributions for covered fringe benefits to a fringe benefit fund that is jointly managed and jointly governed by one or more labor organizations or employers in accordance with the federal Labor Management Relations Act must provide the additional information set forth on the form on page 2 (see Instruction 5). Contractors/subcontractors who do not make contributions for fringe benefits on a per hour basis for each hour worked must convert such contributions to an annualized per hour basis for purpose of reporting on this form in accordance with instruction 5. You must keep original records showing start and end time each day.

***PW - Prevailing Hours Worked *N - Non Prevailing Hours Worked**

State of Illinois
Illinois Department of Labor

AFFIDAVIT

Weekly Statement of Compliance

Date: _____

I, _____ ,
(name signatory party)

_____ , do
(Title)

hereby state: that I pay or supervise the payment of the persons employed on the public works project _____ ;
(name of project)

that during the payroll period commencing on the _____ day of _____ , _____ ,
(day) (month) (year)

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____
(name of contractor or subcontractor)

from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any persons, other than permissible deductions as defined by Federal and/or State Law. I further certify that this payroll is correct and complete; that the wage rates contained therein are not less than the actual rates herein stated and that the classification set forth for each laborers or mechanic conform to the work he/she performed.

_____
Signature

Digital Signature _____

FRINGES

Health Fund _____
Health Address _____
Health Sponsor _____
Health Admin _____

Pension Fund _____
Pension Address _____
Pension Sponsor _____
Pension Admin _____

401(k) Fund _____
401(k) Address _____
401(k) Sponsor _____
401(k) Admin _____

Vacation Fund _____
Vacation Address _____
Vacation Sponsor _____
Vacation Admin _____

SUBCONTRACTORS

Attach explanation of Monies paid, copy of contract of billing, or other pertinent information.

Company Name: _____
Contact Person: _____
_____
(Address)
_____ _____ _____
(City) (State) (zipcode)
Telephone Number: _____

Company Name: _____
Contact Person: _____
_____
(Address)
_____ _____ _____
(City) (State) (zipcode)
Telephone Number: _____

Company Name: _____
Contact Person: _____
_____
(Address)
_____ _____ _____
(City) (State) (zipcode)
Telephone Number: _____

Company Name: _____
Contact Person: _____
_____
(Address)
_____ _____ _____
(City) (State) (zipcode)
Telephone Number: _____

IL Prevailing Wage Rates

(will be provided to you for inclusion in the Bid Specification Manual at the time the Manual is approved by CDC staff)

Please be advised, the included state prevailing wage rates are being provided as a courtesy. The state prevailing wage rates are revised by the Illinois Department of Labor and the most current versions can be obtained at **https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html**

These wage rates are subject to change pending modification by the Illinois Department of Labor. The actual wages that must be paid can be revised by the Illinois Department of Labor and said rates may change throughout the period of construction.

BUY AMERICA BUILD AMERICA ACT PROVISIONS

The Build America, Buy America Act (BABA), enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (ITJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference ("Buy America Preference" or "BAP") for federal infrastructure programs. Steps developed by HUD must be implemented to ensure that the iron, steel, manufactured products, and construction materials used in a project are produced in the United States. Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. CDBG funds awarded under the AGREEMENT are subject to the provisions of the Act, 41 U.S.C. 8301 note. While HUD currently has a waiver of the application of the BAP through HUD's Notice, "General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (87 FR 26219), HUD will begin requiring compliance with BAP for all new funds obligated on or after November 14, 2022, unless covered by a subsequent waiver. Under FR-6331-N-06, HUD has proposed phased implementation of the BAP. Per the notice, CDBG funds utilized in connection with the purchase of iron or steel products in infrastructure projects are subject to BABA.

Required for all new funds obligated on or after November 14, 2022, unless covered by a subsequent waiver. Under FR-6331-N-06, HUD has proposed phased implementation of the Buy American Preference (BAP). Per the notice, CDBG funds utilized in connection with the purchase of iron or steel products in infrastructure projects are subject to BABA.

"General Decision Number: IL20230011 10/27/2023

Superseded General Decision Number: IL20220011

State: Illinois

Construction Types: Heavy and Highway

Counties: Boone, De Kalb, Du Page, Kane, Kendall, Lake, McHenry and Will Counties in Illinois.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (does not include landscape projects).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0	01/06/2023
1	03/03/2023
2	03/31/2023
3	04/07/2023
4	05/12/2023
5	06/02/2023
6	06/16/2023
7	06/30/2023
8	07/14/2023
9	07/21/2023
10	07/28/2023
11	09/01/2023
12	09/15/2023
13	10/20/2023
14	10/27/2023

CARP0555-003 06/01/2022

DUPAGE ANE LAKE COUNTIES

	Rates	Fringes
CARPENTER		
Building	$ 52.01	38.85
Heavy & Highway	$ 52.01	38.85

CARP0555-008 06/01/2020

WILL COUNTY

	Rates	Fringes
Carpenter and Piledriver	$ 49.76	38.26

CARP0555-011 06/01/2022

KANE, McHENRY (North of Hwy 52), AND KENDALL COUNTIES

	Rates	Fringes
Carpenter and Piledriver	$ 52.01	38.86

CARP0790-003 05/01/2022

DE KALB COUNTY

	Rates	Fringes
CARPENTER	$ 45.81	34.16

CARP0790-004 05/01/2022

CARROLL, JO DAVIESS, LEE, OGLE (Oregon and South thereof), STEPHENSON, and WHITESIDE COUNTIES

	Rates	Fringes
CARPENTER	$ 45.81	34.16

CARP0792-003 05/01/2022

BOONE COUNTY

	Rates	Fringes

CARPENTER.....$ 47.00 32.97

ELEC0009-002 05/28/2023

WILL COUNTY

	Rates	Fringes
Line Construction		
Groundman	$ 46.92	60.91%
Lineman and Equipment Operator	$ 60.15	60.91%

ELEC0117-001 05/29/2023

KANE (Northern Half) and McHENRY (All) COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 54.61	39.63

ELEC0150-001 05/31/2021

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN	$ 42.82	45.77

ELEC0176-011 06/01/2023

WILL COUNTY

	Rates	Fringes
ELECTRICIAN	$ 52.00	45.01

ELEC0196-001 03/06/2023

BOONE, DEKALB, DUPAGE, KANE, KENDALL, LAKE, and MCHENRY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator	$ 49.22	34%+7.00+A
Groundman Truck Driver	$ 39.19	34%+7.00+A
Groundman	$ 37.81	34%+7.00+A
Lineman, Substation Technician, Cable Splicing Technician, Digger Operator, Crane Operator 20 tons and above, and Signal Technician	$ 59.17	34%+7.00+A

FOOTNOTE: A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, and Thanksgiving Day

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ELEC0364-003 05/29/2023

BOONE (All) & DEKALB (Remainder) COUNTIES

	Rates	Fringes

ELECTRICIAN.....$ 54.00 40.40

ELEC0461-006 05/29/2023

DEKALB (Sandwich TWP), KANE (Southern Half) & KENDALL (All) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	$ 53.32	39.85

ELEC0701-001 06/03/2019

DUPAGE COUNTY

	Rates	Fringes
ELECTRICIAN.....	$ 41.00	105.86%

ENGI0150-015 06/01/2023

BOONE and DE KALB COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	$ 50.90	47.80
Group 2.....	$ 50.35	47.80
Group 3.....	$ 49.05	47.80
Group 4.....	$ 47.60	47.80
Group 5.....	$ 46.15	47.80

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant; Asphalt Heater and Planer combination; Asphalt Spreader; Asphalt Silo Tender; Autograder, GOMACO or similar; Belt Loader; Caisson Rigs; Car Dumper, Central Redi-Mix Plant; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket with attachments); Backhoe with Shear attachment; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco and machines of a like nature; Creter Crane; Crusher, stone; Derricks; Derrick Boats; Derricks, traveling; Dredges; Field Mechanic Welder; Formless Curb and Gutter Machine; Gradall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted; Hoists, one, two, and three Drum; Hydraulic Backhoes; Locomotive, all Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drill truck mounted; Roto Mill Grinder, 36"" and over; Roto Mill Grinder, less than 36""; Slip- Form Paver; Soil Test Drill Rig, truck mounted; Straddle Buggies; GCI Crane and similar; Hydraulic Telescoping Form (tunnel); Tie Back MAchine; Tractor Drawn Belt Loader: Tractor Drawn Belt Loader with attached Pusher; Tractor with boom; Tractaire with attachment; Traffic Barrier Conveyor Machine; Raised or Blind Hoe Drill (Tunnel & Shaft); Trenching Machine; Truck Mounted Concrete Pump with boom; Truck mounted Concrete Conveyor; Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator & Widener (Apsco)

GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket with attachments; Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine, Burlap Machine; Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or similar type); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Locomotives, Dinky; Pump Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip- Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Pipe Jacking Machines; Post- hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (1 to 5); Pumps, over 3"" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches; Bobcats up to and including .75 cu yd

GROUP 5: Oilers

PREMIUM PAY:

Long Boom :
Cranes & Derricks 90' to 150' including jib receive an extra $.50 per hour. Cranes & Derricks over 150' including jib receive an extra $.50 per hour plus an additional $.10 for each additional 10' of boom or jib.

Capacity Pay: Cranes & Derricks with maximum capacity exceeding 50 ton with less than 90' of boom or jib shall be compensated $.01 per hour for each ton of the rated capacity in excess of 50 ton.

Long Boom pay and Capacity pay cannot be combined.

Crane mounted earth auger, raised and blind hole drills, and truck mounted drill rigs receive an extra $.50 per hour.

Creter Cranes:
When the Creter Crane is equipped with a conveyor system capable of extending 70' or more, the engineer shall receive an extra $.50 per hour.

Truck Mounted Concrete Pumps:
When the Truck Mounted Concrete Pump is equipped with a boom, which is capable of extending 90' or more, the engineer shall receive $.50 per hour extra.

Truck Mounted Concrete Conveyor:
Truck Mounted Concrete Conveyors equipped with conveyors that are capable of extending 90' or more, the engineer shall receive an extra $.50 per hour.

Underground Work:
Employees working in tunnels, shafts, etc. shall be paid an additional $.40 per hour. Employees working under air pressure 1/2 pound to 7 pounds shall receive an additional $.50 per hour. Employees working under air pressure of 7 pounds or over shall receive $.65 per hour more.

Mining Machines- Boring Machines:
The crew operating and maintaining the Mining Machines shall be compensated an additional $.50 per hour.

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* ENGI0150-024 05/01/2023

DUPAGE, KANE, KENDALL, LAKE, McHENRY, and WILL COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1	$ 54.80	47.70
GROUP 2	$ 54.25	47.70
GROUP 3	$ 52.20	47.70
GROUP 4	$ 50.80	47.70
GROUP 5	$ 49.60	47.70

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor ($1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck

mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36"" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add $1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3"" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

IRON0001-014 06/01/2023

DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock, and East thereof) COUNTIES

	Rates	Fringes
IRONWORKER		
Sheeter	$ 57.25	43.75
Structural and Reinforcing	$ 57.00	43.75

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* IRON0063-003 06/01/2023

LAKE, DUPAGE (Eastern 1/4) and McHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

	Rates	Fringes
IRONWORKER, ORNAMENTAL	$ 55.01	42.23

IRON0393-003 06/01/2021

DEKALB (SOUTHEASTERN 2/3 including Sycamore and Dekalb), DUPAGE (REMAINDER), KANE, KENDALL (NORTHERN PART), and MCHENRY (SOUTHEAST 1/4) COUNTIES

	Rates	Fringes
IRONWORKER	$ 48.83	39.84

IRON0444-006 06/01/2022

KENDALL (Southern Part) and WILL COUNTIES

	Rates	Fringes
IRONWORKER	$ 47.80	42.50

IRON0498-003 06/01/2021

BOONE, DEKALB (EXCEPT Southeast), and MCHENRY (Northwest) COUNTIES

	Rates	Fringes
IRONWORKER	$ 41.37	44.41

LABO0002-004 06/01/2022

DUPAGE COUNTY

	Rates	Fringes
LABORER (SEWER CONSTRUCTION)		
GROUP 1	$ 47.40	33.16
GROUP 2	$ 47.53	33.16
GROUP 3	$ 47.63	33.16
GROUP 4	$ 47.75	33.16
GROUP 5	$ 47.40	33.16

LABORER CLASSIFICATIONS

GROUP 1: Signalmen Top Laborers, and all other Laborers not Mentioned.

GROUP 2: Concrete Laborers; Steel Setters.

GROUP 3: Cement Carriers; Cement Mixers; Concrete Repairmen; Mortar Men; Scaffold Men; and Second Bottom Men.

GROUP 4: Bottom Men; Bracers-Bracing; Bricklayer's Tender; Catch Basin Digger; Drainlayer; Dynamiter; Form Men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welders & Burners; Well Point System Men.

GROUP 5: Asbestos Abatement Laborers, Toxic and Hazardous Waste Removal Laborers & Dosimeter use (any device) Monitoring Nuclear Exposure.

LABO0002-009 06/01/2022

DU PAGE COUNTY

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 lbs	$ 48.40	33.16
16 - 20 lbs	$ 48.90	33.16
21 - 26 lbs	$ 49.40	33.16
27 - 33 lbs	$ 50.40	33.16
34 lbs and over	$ 51.40	33.16
LABORER (Tunnel and Sewer)		
GROUP 1	$ 47.40	33.16
GROUP 2	$ 47.53	33.16
GROUP 3	$ 47.63	33.16
GROUP 4	$ 47.75	33.16
GROUP 5	$ 47.40	33.16

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skinners; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

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LABO0032-007 05/01/2023

DE KALB COUNTY

	Rates	Fringes
LABORER		
General Laborer.....	$ 43.19	34.91
Skilled Laborer.....	$ 46.54	34.91

LABORER CLASSIFICATIONS

General Laborer: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Bumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Material Checker, Landscaper, Unloading Explosives, Laying of Sod, Planting of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fire-proofing, Driving Stakes, Stringlines for All Machinery, Window Cleaning, Demolition Worker, Explosive Handling, Trimming & Removal of Trees, Multi-Plate Pipe, Pilot Cars for Traffic Control, Power Rigging

Skilled Laborer: Asbestos Abatement Worker; Hazardous Waste Worker Handling any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used For Wet Concrete or Handling of Building Materials, Laborers With De-Watering Systems, Sewer Workers Plus Depth, Vibrator Operator; Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing, Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker Plus Depth, Gunnite Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man On Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons with Hot Material or Where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporart Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam

Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

LABO0075-002 06/01/2022

WILL COUNTY

	Rates	Fringes
LABORER		
GROUP 1	$ 47.40	33.16
GROUP 2	$ 47.75	33.16
GROUP 3	$ 47.40	33.16
GROUP 4	$ 47.75	33.16
GROUP 5	$ 47.60	33.16
GROUP 6	$ 47.75	33.16
GROUP 7	$ 47.60	33.16

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all

construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipe layers and multiple concrete duct or any other type of pipe used, on public utility work (ground level to 8 feet); Pumpcrete pipe handlers

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airport runaways, and radii (any type of form) stringline men for all aforementioned work; Wagon and tower drillers on land and floating plant used on dredging; Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborers

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air blow pipemen; Torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes); All bottom men on sewer work-all sewer and drain pipelayers-multiple concrete duct or any other type of pipe used on public utility work-8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swinging-suspended or any type or make of scaffolds, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators-any type-8 feet or more below ground level

GROUP 5 - Gunnite nozzle men; Caisson laborers and all tamping hammers from 150 lbs and over; from 15 feet below ground level down to 50 feet; and all laborers working inside of a sphere or any type of tank for every additional 50 feet or part thereof above 100 feet in height

GROUP 6 - All underground cavern laborers; Caisson laborers 50 feet or more below ground level; Laborers working under radio active conditions (suiting up); Blasting men (Powdermen)
GROUP 7 - Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer; and chimney and silo laborers for every additional 50 feet or any part thereof above 100 feet high

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LABO0149-002 06/01/2022

BOONE, KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 47.40	33.16
GROUP 2	$ 47.68	33.16
GROUP 3	$ 47.68	33.16
GROUP 4	$ 47.68	33.16

GROUP 5.....$ 47.63 33.16
GROUP 6.....$ 47.75 33.16
GROUP 7.....$ 47.75 33.16
GROUP 8.....$ 47.40 33.16
GROUP 9.....$ 48.40 33.16

LABORER CLASSIFICATIONS

GROUP 1: Common laborer, Asphalt laborer, Asphalt plant laborer, Striping laborer, Clipper type concrete saw, Self-propelled saws

GROUP 2: Air tampers & Vibrators

GROUP 3: Mortar & Concrete mixers

GROUP 4: Stringline & form setter; Torchman (demolition), Sheeting & Cribbing, Black top rakers & lutemen, Machine screwmen

GROUP 5: Chain saw man, Jackhammer man, Drillman, Concrete breaders & air spade,

GROUP 6: Tunnel laborers, Tile layers & bottom men

GROUP 7: Caisson diggers, Dynamiters

GROUP 8: Flagman

GROUP 9: Asbestos apatement laborers, Toxic & hazardous waste removal laborers & Dosimeter (any device) monitoring nuclear exposure

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LABO0152-003 06/01/2022

LAKE COUNTY

	Rates	Fringes
LABORER		
GROUP 1	$ 47.40	33.16
GROUP 2	$ 47.48	33.16
GROUP 3	$ 47.40	33.16
GROUP 4	$ 47.63	33.16
GROUP 5	$ 47.60	33.16
GROUP 6	$ 47.60	33.16

LABORER CLASSIFICATIONS

GROUP 1: General laborers; Asphalt

GROUP 2: Cement gun laborers

GROUP 3: Asphalt Tampers and Smoothers

GROUP 4: Rakers and Lutemen; Machine screwman; Kettlemen; Mixermen, Drum-Men; Jackhammermen (Asphalt); Mite Box Spreaders; Laborers on birch overman and similar spreader equipment; Laborers on apsco; Laborers on Air Compressors; Paving Form Setters; Jackhammerman (Concrete); Power Drive Concrete Saws

GROUP 5: Cement Gun Nozzle (Gunite)

GROUP 6: Asbestos abatement laborers; Toxic and hazardous waste removal laborers; Dosimeter (any device monitoring nuclear exposure)

PAIN0014-003 06/01/2022

LAKE and WILL COUNTIES

	Rates	Fringes
PAINTER: Brush Only.....	$ 50.30	31.07

PAIN0030-001 06/01/2023

DE KALB, DU PAGE, KANE, KENDALL AND MCHENRY COUNTIES

	Rates	Fringes
PAINTER Brush, Drywall Taper/Finisher, Sandblaster, and Spray.....	$ 51.55	26.68

PAIN0030-004 06/01/2023

BOONE, JO DAVIESS, LEE, OGLE, STEPHENSON AND WINNEBAGO COUNTIES

	Rates	Fringes
PAINTER Brush, Roller, Spray, Sandblasting, Paperhanger, Drywall Finishing, Taper, and Spray Structural Steel..	$ 43.90	28.51

PLAS0011-002 06/01/2023

WILL COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 46.25	45.10

PLAS0011-008 06/01/2023

DE KALB, KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 50.70	40.60

PLAS0011-013 06/01/2023

LAKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 48.50	42.82

PLAS0011-015 06/01/2023

BOONE COUNTY

	Rates	Fringes

CEMENT MASON/CONCRETE FINISHER...$ 41.03 36.39
PLASTERER.....$ 37.90 37.66

PLAS0803-001 08/01/2010

DUPAGE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 38.00	24.03

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* TEAM0179-002 06/01/2017

KENDALL and WILL COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Trucks	$ 37.68	0.15+a
4 Axle Trucks	$ 37.83	0.15+a
5 Axle Trucks	$ 38.03	0.15+a
6 Axle Trucks	$ 38.23	0.15+a

FOOTNOTES:
a. $733.20 per week.
b. Lowboy rate based on number of axles

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or

more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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* TEAM0301-001 06/01/2019

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES	$ 39.34	10.75+a
4 AXLES	$ 39.49	10.75+a
5 AXLES	$ 39.69	10.75+a
6 AXLES	$ 39.89	10.75+a

FOOTNOTES:
a. 380.00 per week pension.
b. Lowboy rate based on number of axles

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than

self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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* TEAM0325-004 07/01/2023

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles	$ 43.47	25.45
4 Axles	$ 43.62	25.45
5 Axles	$ 43.82	25.45
6 Axles	$ 43.93	25.45

FOOTNOTE: An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forl Lifts and Hoisters; Helpers;
Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers
Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation
Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional $0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more

*Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be $2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice; Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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* TEAM0330-002 06/01/2019

DEKALB COUNTY

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES	$ 38.23	0.25+a
4 AXLES	$ 38.38	0.25+a
5 AXLES	$ 38.58	0.25+a
6 AXLES	$ 38.78	0.25+a

FOOTNOTE: a. $868.50 per week

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic

yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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* TEAM0673-003 06/01/2019

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES	$ 38.47	0.25+a
4 AXLES	$ 38.62	0.25+a
5 AXLES	$ 38.82	0.25+a
6 AXLES	$ 39.02	0.25+a

FOOTNOTE: a. $861.10 per week.

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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TEAM0731-002 04/01/2023

	Rates	Fringes
Traffic Control Device Monitor TRAFFIC SAFETY WORKER: Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....	$ 40.10	20.95

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION
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"General Decision Number: IL20230020 09/15/2023

Superseded General Decision Number: IL20220020

State: Illinois

Construction Types: Building Landscape, Heavy Landscape, Highway Landscape and Residential Landscape

Counties: Boone, Cook, De Kalb, Du Page, Grundy, Henry, Kane, Kankakee, Kendall, Lake, McHenry, McLean, Ogle, Peoria, Rock Island, Tazewell, Will, Winnebago and Woodford Counties in Illinois.

LANDSCAPING WORK ON BUILDING, RESIDENTIAL, HEAVY AND HIGHWAY CONSTRUCTION PROJECTS.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2023
1	05/12/2023
2	08/25/2023
3	09/15/2023

* ENGI0150-013 06/01/2023

BUILDING AND HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

BOONE, COOK, DUPAGE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, AND WILL COUNTIES

	Rates	Fringes
Operators:.....	$ 36.55	9.00+A+B

Includes Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger;Hydraulic Boom with Clam;Log Skidder; Sttraw Blower and Seeder; Stump Machine;Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others

FOOTNOTE:

A. Health and Welfare contribution is $1,696.00 per month.

B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day provided that all such employees shall have in fact worked their regularly scheduled work day immediately preceding and the regularly scheduled work day immediately succeeding the occurrence of such holiday.

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* ENGI0150-023 06/01/2023

HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

HENRY, MCLEAN, OGLE, PEORIA, ROCK ISLAND, TAZEWELL, WINNEBAGO, and WOODFORD COUNTIES

	Rates	Fringes
Operators:.....	$ 36.55	9.00+A+B

Includes the following: Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger;Hydraulic Boom with Clam;Log Skidder; Sttraw Blower and Seeder; Stump Machine;Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others

FOOTNOTE:

A. Health and Welfare contribution is $1,696.00 per month.

B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day provided that all such employees shall have in fact worked their regularly scheduled work day immediately preceding and the regularly scheduled work day immediately succeeding the occurrence of such holiday.

LABO0032-004 05/01/2021

HIGHWAY CONSTRUCTION

WINNEBAGO COUNTY

	Rates	Fringes
Landscape Laborer.....	$ 38.75	34.91

LABO0362-003 05/01/2018

HIGHWAY CONSTRUCTION

MCLEAN COUNTY

	Rates	Fringes
Landscape Laborer.....	$ 31.08	24.43

LABO0751-004 05/01/2021

HIGHWAY CONSTRUCTION

KANKAKEE COUNTY

	Rates	Fringes
Landscape Laborer.....	$ 39.44	32.54

LABO0852-004 05/01/2006

HIGHWAY CONSTRUCTION

ROCK ISLAND AND HENRY COUNTIES

	Rates	Fringes
Landscape Laborer	$ 21.94	12.79

LABO0996-004 05/01/2018

HIGHWAY CONSTRUCTION

PEORIA, TAZEWELL, AND WOODFORD COUNTIES

	Rates	Fringes
Landscape Laborer	$ 32.73	23.74

TEAM0026-005 05/01/2020

MCLEAN (South of a straight line from where Route 24 intersects the Woodford County line in a Southeast direction to the South Southwest corner of Livingston County) COUNTY

	Rates	Fringes
TRUCK DRIVER		
Group 1	$ 38.93	20.39
Group 2	$ 39.50	20.39
Group 3	$ 39.77	20.39
Group 4	$ 40.14	20.39
Group 5	$ 41.21	20.39

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hualing more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combiation units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

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* TEAM0179-004 06/01/2017

GRUNDY, KENDALL, MCLEAN (North of a straight line starting at the intersection of McLean-Woodford Counties line & Route 24 in

a Southeastern direction to the South Southwest corner of Livingston County), WILL, and WOODFORD (Northeast corner east of Route 51/251 & North of Route 24) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES	$ 37.68	0.15+a
4 AXLES	$ 37.83	0.15+a
5 AXLES	$ 38.03	0.15+a
6 AXLES	$ 38.23	0.15+a

FOOTNOTES:
a. $733.20 per week.
b. Lowboy rate based on number of axles

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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* TEAM0179-008 06/01/2019

KANKAKEE COUNTY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 axles	$ 39.20	0.25+a
4 axles	$ 39.35	0.25+a
5 axles	$ 39.55	0.25+a
6 axles	$ 39.75	0.25+a
All Lowboy Trucks	$ 39.75	0.25+a

FOOTNOTES:
a. $829.20 per week.

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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* TEAM0301-001 06/01/2019

LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES	$ 39.34	10.75+a
4 AXLES	$ 39.49	10.75+a
5 AXLES	$ 39.69	10.75+a
6 AXLES	$ 39.89	10.75+a

FOOTNOTES:
a. 380.00 per week pension.
b. Lowboy rate based on number of axles

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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* TEAM0325-004 07/01/2023

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles	$ 43.47	25.45
4 Axles	$ 43.62	25.45
5 Axles	$ 43.82	25.45
6 Axles	$ 43.93	25.45

FOOTNOTE: An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forl Lifts and Hoisters; Helpers;
Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers
Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation
Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional $0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more
*Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be $2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice;
Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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* TEAM0330-004 06/01/2017

DEKALB and OGLE (North of Route 72/East of Route 251, Adeline, Byron, Creston, Dement, Forreston North of Route 72, Leaf River North of Route 72, Lynnville, Monroe, Rochelle, & Scott) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES	$ 36.64	0.15+a
4 AXLES	$ 36.79	0.15+a
5 AXLES	$ 36.99	0.15+a
6 AXLES	$ 37.19	0.15+a

FOOTNOTE: a. $780.90 per week

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These

classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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TEAM0371-004 05/01/2022

HENRY and ROCK ISLAND COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1	$ 41.00	22.37
Group 2	$ 41.58	22.37
Group 3	$ 41.90	22.37
Group 4	$ 42.25	22.37
Group 5	$ 43.36	22.37

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hualing more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combiation units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

TEAM0627-004 05/01/2019

PEORIA, TAZEWELL, and WOODFORD COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1	$ 38.06	19.62
Group 2	$ 38.61	19.62
Group 3	$ 38.87	19.62
Group 4	$ 39.23	19.62
Group 5	$ 40.27	19.62

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those

pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hualing more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combiation units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

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* TEAM0673-003 06/01/2019

DU PAGE and KANE COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES	$ 38.47	0.25+a
4 AXLES	$ 38.62	0.25+a
5 AXLES	$ 38.82	0.25+a
6 AXLES	$ 39.02	0.25+a

FOOTNOTE: a. $861.10 per week.

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump

Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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TEAM0722-005 05/01/2015

OGLE (North of Route 72/East of Route 251) COUNTY

	Rates	Fringes
TRUCK DRIVER		
Group 1	$ 34.10	17.09
Group 2	$ 34.60	17.09
Group 3	$ 34.82	17.09
Group 4	$ 35.14	17.09
Group 5	$ 36.06	17.09

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hualing more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combiation units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

TEAM0731-001 06/01/2017

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axles	$ 35.60	22.10
4 Axles	$ 35.85	22.10
5 Axles	$ 36.05	22.10
6 Axles	$ 36.25	22.10

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

TEAM0786-001 06/01/2017

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles	$ 39.942	0.25+a
4 Axles	$ 39.75	0.25+a
5 Axles	$ 39.967	0.25+a
6 Axles	$ 40.184	0.25+a

FOOTNOTES:

a. $719.00 per week.

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

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* SUIL1993-001 01/19/1993

BUILDING CONSTRUCTION (LANDSCAPE WORK):

	Rates	Fringes
LABORER		
BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, & WILL COUNTIES		
LANDSCAPE LABORERS	$ 7.25 **	

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     COOK COUNTY
      LANDSCAPE LABORERS.........$  7.25 **
      LANDSCAPE PLANTSMAN........$  9.80 **          1.82
     DE KALB COUNTY
      LANDSCAPE LABORERS.........$  7.25 **
      LANDSCAPE OPERATORS........$  7.25 **
      LANDSCAPE PLANTSMAN........$  9.66 **           .26
     DU PAGE COUNTY
      LANDSCAPE LABORERS.........$  7.25 **
      LANDSCAPE PLANTSMAN........$  9.04 **          1.16
     GRUNDY, LAKE & WILL
     COUNTIES
      LANDSCAPE DRIVER 2 & 3
      Axles......................$ 11.86 **          2.81
      LANDSCAPE PLANTSMAN........$ 12.00 **          3.32
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*  SUIL1993-002 01/19/1993

HEAVY CONSTRUCTION (LANDSCAPE WORK)

                                  Rates          Fringes

LABORER
     BOONE, GRUNDY, KANE,
     KENDALL, LAKE, MCHENRY &
     WILL COUNTIES:
      LANDSCAPE DRIVER, 2 & 3
      AXLES......................$ 11.94 **          2.42
      LANDSCAPE LABORERS.........$  7.25 **
      LANDSCAPE OPERATORS........$ 13.11 **          3.01
      LANDSCAPE PLANTSMAN........$  9.73 **          2.05
     COOK COUNTY:
      LANDSCAPE DRIVER, 2 & 3
      AXLES......................$  9.93 **          1.89
      LANDSCAPE LABORERS.........$  7.25 **
      LANDSCAPE OPERATORS........$ 10.98 **          2.12
      LANDSCAPE PLANTSMAN........$ 10.08 **          2.06
     DE KALB COUNTY:
      LANDSCAPE LABORERS.........$  7.25 **
      LANDSCAPE OPERATORS........$  7.25 **
      LANDSCAPE PLANTSMAN........$  9.66 **           .26
     DU PAGE COUNTY:
      LANDSCAPE DRIVER, 2 & 3
      AXLES......................$  8.32 **          1.02
      LANDSCAPE LABORERS.........$  7.25 **
      LANDSCAPE OPERATORS........$ 10.75 **
      LANDSCAPE PLANTSMAN........$ 10.65 **
----------------------------------------------------------------
*  SUIL1993-003 01/19/1993

HIGHWAY CONSTRUCTION (LANDSCAPE WORK):

                                  Rates          Fringes

LABORER
     DE KALB COUNTY
      LANDSCAPE LABORERS.........$  7.25 **
      LANDSCAPE OPERATORS........$  7.25 **
      LANDSCAPE PLANTSMAN........$  9.66 **           .26
     KANKAKEE COUNTY:
      LANDSCAPE DRIVER...........$  8.75 **           .17
      LANDSCAPE OPERATOR.........$ 16.57             3.56
     PEORIA, TAZEWELL, &
     WOODFORD COUNTIES:
      TRUCK DRIVERS 2 & 3 AXLES..$ 17.58             5.88
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractors
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Arbitration
31. Taxes
32. Prevailing Wages

1. *DEFINITIONS*

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA – Written, graphic, or pictorial instruments issued prior to the execution of the Agreement which modify or interpret any part of the CONTRACT DOCUMENTS, including the DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 BID – The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER – Any person, firm or corporation submitting a BID for the work.

1.5 BONDS – Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER – A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT AND CONTRACT DOCUMENTS – The CONTRACT is comprised of all the CONTRACT DOCUMENTS, which form the integrated agreement between the Owner and the Contractor. The CONTRACT DOCUMENTS include the Advertisement for Bids, Information for Bidders, BID, Bid Bond, Agreement between the Owner and Contractor, Payment Bond, Performance Bond, General Conditions, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, FIELD ORDER, , SPECIAL PROVISIONS, DRAWINGS, STANDARD SPECIFICATIONS, ADDENDA, and other documents as provided herein, whether issued before or after the execution of the Agreement.

1.8 CONTRACT PRICE – The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME – The number of calendar days, working days, or combination stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR – The person, firm or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS – The part of the CONTRACT DOCUMENTS which show the characteristics and scope of WORK to be performed and which have been prepared or approved by the ENGINEER.

1.12 ENGINEER – The person, firm or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER – A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD – The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED – Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER – A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE – The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by

the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIAL PROVISIONS – Part of the CONTRACT DOCUMENTS consisting of additions and revisions to the STANDARD SPECIFICATIONS covering conditions peculiar to an individual CONTRACT.

1.21 STANDARD SPECIFICATIONS – A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship, methods of measurement, and payment, which are generally accepted as industry standard and are specifically referenced in the SPECIAL PROVISIONS as peculiar to an individual CONTRACT.

1.22 SUBCONTRACTOR – An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.23 SUBSTANTIAL COMPLETION – That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that PROJECT or specified part can be utilized for the purposes for which it is intended.

1.24 SUPPLEMENTAL GENERAL CONDITIONS – Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.25 SUPPLIER – Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.26 WORK – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.27 WRITTEN NOTICE – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. *ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS*

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACTOR DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. *SCHEDULES, REPORTS AND RECORDS*

3.1 The CONTRACTOR, promptly after being awarded the Contract, shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed, and shall update any such schedule as shall be required by the current conditions of the Work. No payment for the WORK shall be made until the CONTRACTOR has submitted an approved schedule.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, which shall not exceed the time limits as contained in the CONTRACT DOCUMENTS, and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacturer, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. *DRAWINGS*

4.1 CONTRACTOR and any SUBCONTRACTOR or Supplier or other individual or entity performing or furnishing any of the WORK under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER'S consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the PROJECT or any other projects without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the WORK, or termination or completion of the Contract. Nothing herein shall preclude the CONTRACTOR from retaining copies of the CONTRACT DOCUMENTS for record purposes.

4.2 The intent of the Contract Documents is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.3 In case of conflict between the DRAWINGS and the SPECIAL PROVISIONS, THE SPECIAL PROVISIONS shall govern. In the case of a conflict between the DRAWINGS AND THE STANDARD SPECIFICATIONS, the DRAWINGS shall govern. Calculated dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over STANDARD DRAWINGS.

4.4 Any discrepancies found between the DRAWINGS and CONTRACT DOCUMENTS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or CONTRACT DOCUMENTS shall be immediately reported to the ENGINEER in writing within three business days. The ENGINEER shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. *SHOP DRAWINGS*

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirements of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS, that he has determined and verified materials, field measurements, field construction criteria and they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. *MATERIALS, SERVICES AND FACILITIES*

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the WORK within the specified time. Materials and equipment shall be new and of good quality unless otherwise provided by the CONTRACT DOCUMENTS.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. *INSPECTION AND TESTING*

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense. The CONTRACTOR shall not cover any portion of the work without proper testing or inspection as required by the CONTRACT DOCUMENTS.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. *SUBSTITUTIONS*

8.1 Whenever a material, article or piece of equipment is identified in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, it shall be understood

that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. *PATENTS*

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. *SURVEYS, PERMITS, REGULATIONS*

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of benchmarks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets. The Contractor shall field verify utility locations and shall be responsible to have public and private utilities located within the areas being disturbed to implement the Work on site.

10.2 The CONTRACTOR shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing and any necessary changes shall be adjusted as provided in Section 13. CHANGES IN THE WORK.

11. *PROTECTION OF WORK, PROPERTY AND PERSONS*

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. *SUPERVISION BY CONTRACTOR*

12.1 The CONTRACTOR will supervise and direct the WORK using the Contractor's highest degree of skill and attention as exercised by similar contractors in the Chicago Metropolitan Area. He will be solely responsible for and control the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. *CHANGES IN THE WORK*

13.1 The OWNER may at any time, as the need arises, order changes within the scope of WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or the

time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. *CHANGES IN CONTRACT PRICE*

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

(a) Unit prices previously approved.
(b) An agreed lump sum.
(c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. *TIME FOR COMPLETION AND LIQUIDATED DAMAGES*

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 The parties acknowledge that the CONTRACT TIME is of the essence, and that the OWNER will suffer damages if the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER. It is acknowledged that such damages are difficult to calculate and that the parties agree that the liquidated damages as specified in the BID are reasonable, and are intended as liquidated damages and not as a penalty. In the event the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. *CORRECTION OF WORK*

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. *SUBSURFACE CONDITIONS*

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. *SUSPENSION OF WORK, TERMINATION AND DELAY*

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension, in accordance with the CONTRACT DOCUMENTS.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment in accordance with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators in accordance with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if not time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. *PAYMENTS TO CONTRACTOR*

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. A sworn "Contractor's Affidavit" shall be submitted with each payment request in sufficient form for the OWNER to determine the CONTRACTOR'S right to payment and compliance with the Illinois Mechanic's Lien Law. Each payment request shall include properly executed waivers of lien in conformity with information set forth on a properly completed Contractor's Affidavit. In the event the OWNER is satisfied with the CONTRACTOR'S payment procedures, the OWNER may accept partial waivers of lien of subcontractors and suppliers. If payment is requested on the bases of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, in accordance with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time,

however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five (5) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK. Provided, however, neither final payment nor release of any remaining retained percentages shall become due and payable unless and until the CONTRACTOR has submitted to the OWNER a Consent of Surety in Final Payment to the issuer of the Payment BOND.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation of a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment in accordance with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. *ACCEPTANCE OF FINAL PAYMENT AS RELEASE*

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BOND.

21. *INSURANCE*

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that the OWNER is an additional non-contributory primary insured and that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified.

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than $2,000,000 (or such other sum as may be contained in the Contract Documents) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than $2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than $1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

22. *CONTRACT SECURITY*

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sum equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

22.2 The BOND shall also provide for the faithful performance by the CONTRACTOR of the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq.

23. *ASSIGNMENTS*

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. *INDEMNIFICATION*

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's' fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom;' and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or anyone for whose acts of they may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way be

any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. *SEPARATE CONTRACTS*

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTORS prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entities him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 16.

26. *SUBCONTRACTING*

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. *ENGINEER'S AUTHORITY*

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory of fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. *LAND AND RIGHTS-OF-WAY*

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. *GUARANTY*

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION except that the warranty period for punch list items shall commence on the date of final payment. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and conform to the requirements of the CONTRACT DOCUMENTS, and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the

CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30. *ARBITRATION*

30.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, for less than $50,000 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

30.2 Notice of the demand for arbitration shall be field in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31. *TAXES*

31.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

32. *PREVAILING WAGES*

32.1 The PROJECT calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the “Act”). The Act requires CONTRACTORS and SUBCONTRACTORS to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the works is to be performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at:

http://www.state.il.us/agency/idol/rates/rates.HTM

All CONTRACTORS and SUBCONTRACTORS rendering services on the PROJECT must comply with all requirement of the Act, including but not limited to all wage, notice and record keeping duties.

32.2 The prevailing rate of hourly wages applicable for the OWNER has been established by Resolution enacted in accordance with law. A copy of the most current enactment may be obtained from the OWNER

32.3 The prevailing rate of hourly wages applicable to the OWNER and to the PROJECT may be revised at any time by the Illinois Department of Labor. Any such revised rates will apply to the PROJECT in accordance with law.

32.4 The CONTRACTOR shall submit to the OWNER monthly certified payroll records related to work on the PROJECT, together with a statement verifying that the records are true and accurate and otherwise meeting the requirements of 820 ILCS 130.5.

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BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

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BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS
SPECIAL PROVISIONS

SP-1 APPLICABLE SPECIFICATIONS

The following Special Provisions supplement the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition; the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 (hereinafter referred to as the Standard Specifications); the Illinois Department of Transportation Standard Specifications for Traffic Control Items, latest edition; and the Manual on Uniform Traffic Control Devices, latest edition. In case of conflict with any part or parts of said Specifications, these Special Provisions shall take precedence.

SP-2 AWARD, PRECONSTRUCTION CONFERENCE, & ANTICIPATED PROJECT COMMENCEMENT

All bid questions must be submitted by 5:00 pm on January 29, 2024. All questions will be responded to by February 1, 2024, by the end of the day.

Anticipated project award is on February 27, 2024.

Following the award of the Contract, the Contractor will be required to attend a Preconstruction Conference prior to beginning work. At this time, the Contractor will be required to furnish the following:

A. Written progress schedule
B. Names of Project Manager and Field Superintendent
C. Names of Subcontractors and material suppliers
D. Name and contact number of person responsible for the installation and maintenance of traffic control
E. Name of the contact person and emergency phone numbers of the Contractors representative for contact after construction hours.
F. Construction Staging Plan

Construction staking will be discussed during the preconstruction meeting.

SP-3 CONSTRUCTION STAKING

Construction staking and layout will be provided by EEI. It is the Contractor's responsibility to confirm all staking (location and grade) prior to construction. Any errors shall be brought to the immediate attention of the Engineer and resolved prior to construction.

SP-4 CONTROL OF WORK AND PROSECUTION AND PROGRESS

It is the intent of the Village of Bensenville that the project be constructed in an orderly and timely manner. The Contractor shall take special note of the provisions

of Article 105.06, Article 108.01 Paragraph 2, and Article 108.02 of the Standard Specifications, which shall be adhered to.

The project shall be substantially complete by August 5, 2024, and shall be fully complete by September 5, 2024. Substantial completion is defined as completion of all work with the exception of final restoration. The final completion date for the full improvements shall be governed as set forth in Section 108 - Prosecution and Progress of the Standard Specifications.

As stated in the Contract Documents, liquidated damages in the amount of $1,275.00 per calendar day will be assessed if the contract completion date is exceeded without authorized extensions.

SP-5 NOTIFICATION TO UTILITIES

The Contractor shall notify all utility companies including the local electrical, telephone, gas, and the Village of Bensenville, a minimum of 72 hours prior to beginning any construction or taking any preliminary borings. The Contractor shall then have the responsibility to determine from the public utility companies the locations of underground pipes, conduits or cables adjoining or crossing the construction area. The Contractor shall be responsible for any repairs caused by work under this Contract.

SP-6 LOCATION OF EXISTING UTILITIES

Locations of all utilities shown on the Plans are approximate only and are not necessarily complete. The Contractor shall make his own investigations as to the locations of all existing underground structures, cables, and pipelines. Prior to construction, the Contractor shall contact all utility companies and arrange for location of any utilities they may have in the various areas.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays, inconvenience, or damage. It is also suggested that the Contractor call the concerned utility companies for further information.

The Contractor is responsible to notify utility companies of his time schedule for the construction at or near utility manholes, valves, conduits, etc. The Contractor will coordinate with the utility companies' representative and Owner for adjustment, repair or reconstruction of the utility structures, conduits or piping.

The Engineer will forward plans to the public utility companies for their review. However, it is ultimately the responsibility of the Contractor to coordinate with the utility companies to maintain the project schedule. All costs associated with the coordination and work needed to be completed by the public utility companies in order for the Contractor to complete the water main installation are considered incidental to the project.

SP-7 PERMITTING

The Village of Bensenville has obtained or will obtain the following necessary permits/sign-offs:

- IEPA Water Construction Permit
- DuPage County Stormwater Permit

The Village has paid any application fees associated with these permits. However, it is the Contractors responsibility to request a copy of these permits/sign-offs, read these permits and comply with their provisions.

The Contractor will also be required to obtain registration permits with the Village of Bensenville.

No work shall begin prior to receipt of all required permits.

SP-8 KEEPING ROADS OPEN TO TRAFFIC

Signage should be placed according to the Traffic Control Standards. Provisions shall be made so that access to residences and businesses is maintained. All work associated with the above shall be considered incidental to TRAFFIC CONTROL AND PROTECTION.

If during construction it is deemed necessary to temporarily close a road, the Engineer shall be notified a minimum of 72 hours in advance so that residents, local agencies and emergency responders can be properly notified. All roads shall be open to traffic at the end of each working day.

Road closures a maximum of one block in length will be allowed only during working hours. No overnight road closures or closures during the weekend will be allowed. Detours routing traffic around the block may need to be provided and shall be incidental to TRAFFIC CONTROL AND PROTECTION. Access to local traffic (i.e., residents who live on said block, school buses, garbage pickup, U.S. Postal Service, or other delivery service) and emergency responders will need to be accommodated.

SP-9 NOTIFICATION TO RESIDENCES

The Contractor shall assist the Village with notifications to residences regarding water service shutdown and/or limited access during construction. Residents must be notified at least 48 hours in advance of any water shutdowns or access limitations.

SP-10 ACCESS TO RESIDENCES

Existing access to residences shall be accessible at all times. If the Contractor anticipates temporarily blocking an access, notification should be provided to the

Village at the preconstruction meeting. A minimum of 48 hours' notice shall be provided prior to access loss.

Temporary access shall be maintained to each residential or commercial driveway and mailbox with a compacted aggregate surface course or asphalt millings. The grade and slope shall match the existing driveway pavement prior to removal. Temporary driveway and mailbox access installation and removal shall be considered incidental to the contract as directed by the Engineer.

SP-11 INSURANCE REQUIREMENTS

Prior to Owner signing a Contract with the CONTRACTOR, the CONTRACTOR shall furnish Certificates of Insurance which meet the insurance requirements noted in Section 21 in the general conditions and as noted herein:

The Village (including its Officials, Employees, and Volunteers), Engineering Enterprises, Inc. (including its Agents, Subcontractors, and Employees), and all property owners whose land will be disturbed by the water main installation shall be endorsed onto the policy as additional insured.

No endorsement or additional forms shall modify or limit the coverage provided to the additional insured. Coverage shall be afforded on a primary basis for additional insured.

SP-12 CERTIFIED PAYROLL REQUIREMENTS

Pursuant to Public Act 100-1177: The Contractor must electronically submit Certified Payroll for the project to the Illinois Department of Labor's web portal: https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx.

SP-13 TAX EXEMPTION

This project will be tax exempt. The Village's tax-exempt number will be provided to the Contractor after the Contract is awarded.

SP-14 RESPONSIBILITY FOR CONTRACT CLAIMS

The Contractor shall indemnify and save harmless the Village of Bensenville, Engineering Enterprises, Inc. and all employees and servants thereof, against all loss, damage or expense sustained as a result of any suits, actions or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing work under this Contract, which may arise in connection with the work to be performed under this Contract.

It is solely the responsibility of the Contractor to provide a safe work environment for both workers on site and the traveling public, at all times until such a point where the Village has accepted the improvements set forth in this Contract and any additional work items added by Change Order.

SP-15 COOPERATION WITH OTHER CONTRACTORS

The Contractor shall cooperate with other Contractors that are working on/or near any portion of the project site. The Contractor shall schedule his construction to minimize conflicts in common work areas and to maintain continuity in construction and traffic management. Contractor will be given the names of other Contractors who will work on/or near the project site. It is the Contractor's responsibility to contact each Contractor and coordinate the sequence of work with them.

SP-16 TREE ROOT PRUNING

This item shall be performed in accordance with Section 201 of the Standard Specifications. All tree root pruning shall be done under the direct supervision of the Engineer and a certified arborist.

Tree pruning, if required, shall be considered incidental to the Contract.

SP-17 PROTECTION OF TREES

This work shall be in accordance with the latest edition of the Illinois Urban Manual. The Contractor shall exercise care so as not to damage trees outside the limits of construction as shown on the drawings or as determined by the Engineer. Any trees so damaged shall be immediately treated with an approved sealant as directed by the Engineer.

Tree protection, if required, shall be considered incidental to the Contract.

SP-18 TREE REMOVAL

TREE REMOVAL shall be performed in accordance with Section 201 of the Standard Specifications (including stump removal) and as indicated on the contract drawings and shall be paid for at the contract unit price per unit of diameter for TREE REMOVAL, of the size specified. **No tree shall be removed until it has been marked for removal by the Engineer. The Engineer will coordinate all removal and replacement correspondence with the residents.**

SP-19 EROSION CONTROL

Erosion control measures shall be required as shown on the Plans or as deemed necessary by the Engineer and shall be in compliance with the most recent revisions to the Illinois Urban Manual. It should be noted that inlet protection is required as shown on the plans.

All areas disturbed during construction shall be seeded or sodded as soon as possible after final grading and within the time constraints identified in the Stormwater Pollution and Prevention Plan within the plan set. All temporary seeding shall be considered included in the contract unit price per square yard of RESTORATION. The Contractor will be responsible for cleaning the pavement,

drainage structures, swales, storm sewers and culverts prior to final acceptance and at such times during construction as necessary to maintain drainage and protect adjacent property. This work shall be considered incidental to the Contract.

SP-20 TEMPORARY EROSION CONTROL SEEDING

If required by the Engineer or Village, temporary erosion control seeding shall be applied per the Stormwater Pollution Prevention Plans and the Seeding Information and Schedule and as deemed necessary by the Engineer. All areas disturbed during construction shall be temporarily seeded as soon as possible. Fertilizer or mulch will not be required for this seeding.

This work will be considered incidental to the Contract.

SP-21 CONNECTION TO EXISTING WATER MAIN

The Contractor shall make the connection to the existing water main at the location shown on the drawings, and in the manner detailed.

Three water main connections are required for this project:

1. Green Valley Street (At Marshall Road)
2. Stoneham Street (At 1008 Stoneham Street)
3. In School Property east of Green Valley Street

All water main connections shall be limited to a 4-hour shutdown duration.

Where the connection of new work and old require interruption of services and notification of customers affected, the superintendent of the Utility (Village), the Engineer and the Contractor shall mutually agree upon a date and time for connections which will allow ample time to assemble labor and materials, and to notify all customers affected. Customers shall be notified at least 48 hours prior to being taken out of service.

Valves on existing mains shall not be operated by the Contractor (unless otherwise authorized by the Village) and will be closed and opened only by the employees of the Village's Public Works Department.

The Contractor shall expose the water main to be connected and shall confirm the size and type of piping present at each location. The Contractor shall obtain the necessary materials required to make the proper connections. The Contractor shall not proceed until they have all the required materials on site.

The Contractor shall provide disinfection in accordance with IEPA requirements and AWWA Std 651-14 section 4.11 (refer to sheet 3 of the plans).

Once the new water mains have been tested and approved for service then the Contractor shall, under the direction of the Engineer and Village, place the new water main in service.

This work will be paid for at the contract unit price per each for CONNECTION TO EXISTING WATER MAIN for size specified, which price shall include all equipment, labor, connecting pipe, rounded stone bedding and other materials, (not listed for payment separately), required to make proper connections of the existing water mains to the proposed water main. Any water main required to complete the connection on the existing water main (adjacent to the tee or sleeve) shall be considered incidental to the CONNECTION TO EXISTING WATER MAIN of the size specified and will not be measured for payment separately unless otherwise specified in the plans.

Ductile Iron Fittings required for these connections will be paid for at the contract unit price per pound for DUCTILE IRON FITTINGS. Dewatering, if required, shall be considered incidental to the Contract.

Any trench backfill required to connect to the existing water main shall be considered incidental to the CONNECTION TO EXISTING WATER MAIN pay item.

SP-22 DEWATERING

Dewatering, as required, will be considered incidental to the Contract.

SP-23 PIPE INSTALLATION FOR WATER MAINS

Pipe shall be installed in accordance with the Standard Specifications for Water & Sewer Main construction in Illinois and manufacturer's instructions for installing the type of pipe specified.

All water main shall be zinc-coated and wrapped with polyethylene in accordance with AWWA/ANSI C105/A21.5, Method A. When lifting polyethylene-encased pipe, a fabric type sling or a suitably padded cable or chain shall be used to prevent damage to the polyethylene. Any damage to the polyethylene wrap shall be taped with a polyethylene adhesive tape. Excess damage to the polyethylene encasement will result in a new polyethylene tube for that pipe.

Brass wedges shall be installed at each push joint for electrical conductivity. Wedges shall be installed 180° apart. Two (2) wedges shall be installed per joint for water main up to 12" and two (2) pairs of two (2) wedges shall be installed per joint on water main larger than 12".

Excavation and backfill for water mains shall conform to the typical sections shown in the plans and shall conform to the provisions of Sections 20, 21 and 22 of the Standard Specifications for Water & Sewer Main construction in Illinois.

The trench, unless otherwise specified, shall have a flat bottom. The pipe shall be laid on sound soil cut true and even so that the barrel of the pipe will have a bearing for its full length. Bell holes shall be excavated for joints. Any part of the trench excavated below grade shall be corrected with an approved material and thoroughly compacted. If trench backfill is required, then the pipe shall be laid on 4

inches of bedding stone graded true and even so that the barrel of the pipe will have a bearing for its full length.

Earthen backfill (not including topsoil placement) shall be compacted in lifts not exceeding 1 foot (loose measure) to a minimum 90% modified proctor density (ASTM-1551).

When water is encountered in the trench, it shall be removed during pipe laying and jointing operations. Provisions shall be made to prevent floating of the pipe. Trench water shall not be allowed to enter the pipe at any time. Dewatering, if required, shall be considered incidental to the Contract.

This work shall be paid for at the contract unit price per foot for WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP of the size specified, which price shall include all necessary labor, material, and equipment to install the water main, including, but not limited to providing and installing the pipe, polyethylene wrap, blocking, bedding stone and other materials (not listed for payment separately). Any trench backfill required for the water main installation shall be considered incidental to the WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP of the size specified.

SP-24 GATE VALVE & VALVE VAULT

The gate valves shall be suitable for ordinary water works service, intended to be installed in a normal position on buried pipelines for water distribution systems.

Gate valves to be supplied shall be Resilient Seated Gate Valves. The valves shall be manufactured to meet all applicable requirements of AWWA Standards for Resilient Seated Gate Valves C-515. Valves twelve inch (12") and smaller shall be bubble tight at 250 psi water working pressure.

Each valve shall have maker's name, pressure rating and year in which manufactured cast on the body. Prior to shipment from the factory, each valve shall be tested by hydrostatic pressure equal to twice the specified working pressure.

Gate Valves shall have a non-rising stem, shall have a standard operating nut and shall open in a counter-clockwise direction. Gate valves shall be Mueller A-2360 non-rising stem, resilient wedge gate valves (Village of Bensenville standard) in accordance with AWWA C-515 Standard. All gate valves shall be in valve vaults.

Gate Valves shall be installed with Wedge Action Retainer Glands.

Valve Vaults shall be reinforced concrete in accordance with ASTM C478 and C443. Valve vaults shall be 48" for valves 8" in diameter and smaller and 60" for valves 10" or larger. Valve vault frames shall be IDOT Type 1 (Standard 604001), and all lids shall have "Village of Bensenville" and "Water" cast into them.

Valve vaults shall be adjusted with precast concrete adjusting rings to a maximum of eight (8”) inches. No more than two adjusting rings are allowed.

Trench Backfill needed to complete the Gate Valve and Valve Vault shall be considered incidental to GATE VALVE & VALVE VAULT.

This work shall be paid for at the contract unit price each for GATE VALVE & VALVE VAULT of the size specified which price shall include all labor, material, and equipment to provide and install the valve, valve vault and backfill material as detailed in the plans.

SP-25 FIRE HYDRANT ASSEMBLY

Hydrants shall be manufactured to the latest and best design conforming to the current AWWA Specifications C-502, “Standard for Dry Barrel Fire Hydrants” and shall be of the breakaway style traffic design.

Hydrants shall be easy and economical to install and maintain, shall incorporate no parts requiring field adjustment, and shall place nozzle at least eighteen inches (18") above the hydrant ground line to fully comply with the National Fire Protection Association, Fire Protection Handbook, 13th Edition.

Hydrants shall be equipped with automatic drain.

All Contractors/suppliers shall include (A) a detailed drawing to include a parts list indicating the material construction and applicable ASTM Standards for each part or item; and (B) flow data for the proposed hydrant if requested.

Fire hydrants shall be in accordance with Section Four (4) of AWWA C502-54 standard and shall be a Mueller Super Centurion Model No. 250 A-423 with one 4 ½” steamer nozzle and two 2 ½” hose outlets, of which the threads conform with the standards of the Village of Bensenville, Illinois. All hydrants shall have an auxiliary gate valve. Hydrant installations shall have a minimum 5.5’ depth of cover. All hydrants connected to the potable water main shall be painted with primer and two coats of red Pennsbury hydrant hide 9060 or Imron 7440.

Hydrants shall be installed in accordance with applicable provisions of Section 45 of the Standard Specifications for Water and Sewer Main Construction.

All valve boxes shall be cast iron, two (2) piece 5¼“ shafts. All valve boxes shall be a Trench Adapter by American Flow Control. Lids to be marked "Water" (valve box extensions if required are considered incidental). Valve box extensions, if required, are considered incidental to the cost of the FIRE HYDRANT ASSEMBLY, 6-INCH MJ.

Ductile iron tees located at the main required to install the hydrants shall be paid for at the contract unit price for DUCTILE IRON FITTINGS.

The 6” ductile iron pipe extending to the hydrant is considered incidental to the cost of the FIRE HYDRANT ASSEMBLY, 6-INCH MJ.

This work shall be paid for at the contract unit price each for FIRE HYDRANT ASSEMBLY, 6-INCH MJ, which price shall include all labor, material, and equipment to provide a properly functioning fire hydrant, including, but not limiting to, providing and installing the hydrant, the valve, valve box, the connection pipes, backfill material, fiberglass hydrant marker, and thrust block as detailed in the plans.

If hydrant extensions are required to meet the proposed grade, those extensions shall be considered incidental to the cost of the FIRE HYDRANT ASSEMBLY, 6-INCH, MJ.

SP-26 WATER MAIN PROTECTION

This work consists of installing water main protection as detailed in the plans or as otherwise required during the course of the work, in accordance with IEPA requirements. The ends of any casings used for water main protection shall be sealed with brick and mortar.

This work will be paid for at the contract unit price per foot for WATER MAIN PROTECTION, of the size and type specified, which shall include all material, labor and equipment to complete the work. Water main located within the casing pipe shall be paid for at the contract unit price per foot for WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP of the size specified.

SP-27 DUCTILE IRON FITTINGS

This work will be paid for at the contract price per pound of DUCTILE IRON FITTINGS which includes all material and labor necessary for installation. Any fittings beyond those indicated in the plans required to install the water main in accordance with the plans are considered incidental to the cost of the WATER MAIN. Weight of fittings on the Bid Schedule does not include weight of mechanical joint accessories.

SP-28 MECHANICAL JOINT ACCESSORIES

Mechanical Joint Accessories, consisting of, but not limited to, gaskets, glands, retainer glands and bolts, are considered INCLUDED in the cost of DUCTILE IRON FITTINGS. All vertical water main adjustments shall be accomplished by deflection, not bends in the water main. However, if fittings are necessary to lower the water main to avoid conflicts with other existing utilities and provide for water main protection, then they are considered INCLUDED in the cost of WATER MAIN. Weight of fittings on the Bid Schedule does not include weight of accessories. All bolts, nuts and washers shall be stainless steel.

SP-29 RETAINER GLANDS AND FIELD LOK GASKETS

All mechanical joint fittings, valves and hydrants shall be restrained with retainer glands.

Retainer glands shall be UNI-FLANGE SERIES 1400 Wedge Action retainer gland MEGALUGS. In addition to the “megalug” style retaining glands to be used at all mechanical joint fittings, each branch of a tee shall require the gasket at each joint one pipe length beyond the fitting shall be a Field Lok 350 gasket or approved equal.

Restrained joints shall be installed per the following requirements:

The following are the minimum restrained joint length that must be satisfied in addition to the thrust blocking for water main with polyethylene wrap:

Minimum Restrained Length on Each Side of Fitting (ft)				
	8”	10”	12”	16”
11.25° Horizontal Bend	5	6	7	10
22.5° Horizontal Bend	10	12	15	19
45° Horizontal Bend	21	25	30	39
Water Main Lowering	56	69	83	111
Dead End	59	71	85	112

Minimum Length of Tee branch to be Restrained (ft)					
	6”	8”	10”	12”	16”
8” Tee Run X Branch	36	52			
10” Tee Run X Branch	33	50	65		
12” Tee Run X Branch	31	49	63	78	
16” Tee Run X Branch	27	45	60	76	105

Minimum Restrained Length of Larger Pipe Side (ft)			
	8”	10”	12”
Reducer: 10” X	24		
Reducer: 12” X	45	25	
Reducer: 16” X	82	67	48

The restrained joints shall be incidental to the cost of the water main.

The cost of Field Lok gaskets shall be paid for at the contract unit price for FIELD LOK GASKET of the size specified.

The cost of furnishing and installing retainer glands is considered incidental to the project.

SP-30 THRUST BLOCKING

Blocking to prevent movement of lines under pressure at bends, tees, caps, valves, plugs and hydrants shall be precast concrete blocking (not poured in place), a minimum of twelve inches (12") thick, placed between undisturbed earth and the fittings, and shall be anchored in such a manner that pipe and fitting joints will be accessible for repairs. The Engineer shall witness all thrust blocking prior to backfilling the water system improvements. Should the system be backfilled prior to inspection, the blocking will have to be excavated by the Contractor for inspection. The cost of thrust blocking is considered incidental to the project.

SP-31 SOIL CERTIFICATION

The completed IEPA LPC-662 form will be provided along with all necessary attachments.

The Contractor will be responsible for locating a receiving facility (CCDD or Soil Only) or other disposal site for all uncontaminated material/soil. Any required paperwork, analysis, etc. required by said receiving facility above and beyond what has been provided shall be acquired by the Contractor at the Contractor's expense.

The Contractor shall provide the documentation at the Engineer's request and shall at a minimum provide copies of said paperwork/analysis, load tickets and receiving facility or disposal site sign-offs for each load of uncontaminated soil disposed.

There are 3 general classifications of soil that have been identified:

1. Certified for disposal at a CCDD or Soil Only Facilities (i.e., uncontaminated)
2. Exceeds pH requirements of CCDD or Soil Only Facilities but does not exceed the maximum allowable concentration of contaminates for CCDD or Soil Only Facilities (i.e., uncontaminated).
3. Exceeds maximum allowable concentration of contaminates for CCDD or Soil Only Facility (see NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL)

Excavation and disposal of uncontaminated excavated material, regardless of pH value, shall be paid for as described within the given standard specifications and Special Provisions of the specified pay items. If not specified within the special provision for a specified pay item, then all labor, material, and equipment required to perform this work is considered incidental to the Contract.

Any excavated material found to be contaminated shall be paid for as NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL of the type specified, as described within the given special provision.

SP-32 HOT-MIX ASPHALT PAVEMENT REMOVAL (VARIABLE DEPTH)

This work shall be completed according to Article 440 of the Standard Specifications and the following Special Provisions:

It is the intent of the Contract to replace existing mountable curb with barrier curb. As such, the grade of the edge of pavement will vary from the existing edge of pavement grade. The Contractor will perform curb and gutter removal and replacement to the grades shown on the plans prior to pavement removal. The new edge of pavement for the replacement curb will become the new grade for the edge of pavement, (minus ¼ inch HMA lip over the gutter flag), for the proposed six-inch thick HMA roadway.

Pavement removal shall consist of the existing HMA pavement in its entirety, plus any required aggregate base removal required to meet the specified cross slopes of the proposed pavement.

The Contractor will perform pavement removal with a self-propelled milling machine per Article 1101.16 of the Standard Specifications. The milling machine will be capable of detecting the elevation of the replacement gutter flag and shall provide pavement removal at a slope of two percent upward from said gutter flag at a depth of five and three quarters inches, (for allowance of six inches of proposed pavement). In any case where curb and gutter is lower on one side of the road than the other, the lowest side shall be milled at two percent from the gutter flag to the crown. The opposing side shall be milled to match the opposing gutter flag at a depth of five and three quarters inches, (for allowance of six inches of proposed pavement). The Contractor shall review the grades shown on the plans to determine whether or not one curb is lower than the other and shall direct pavement removal operations accordingly.

In locations where milling of the existing pavement leaves remnants of the original HMA roadway, these remnants shall be completely removed in a separate pass of the milling machine in order to preserve other cross slopes of the proposed roadway. The proposed grade shall be restored by addition of crushed aggregate of a CA-06 gradation. This aggregate shall be measured in tons for AGGREGATE BASE REPAIR.

Immediately upon completion of pavement removal in front of any driveway apron, access shall be restored over the curb and gutter by means of compacted CA-06 aggregate. This aggregate shall be removed immediately in front of binder course paving. The cost of installing, maintaining, and removing this temporary access shall not be paid for separately, but shall be included in the cost of HOT MIX ASPHALT PAVEMENT REMOVAL, (VARIABLE DEPTH).

HOT MIX ASPHALT PAVEMENT REMOVAL, (VARIABLE DEPTH) shall be measured in square yards of the original HMA pavement to be removed. This area shall include the entire existing pavement area to be removed, regardless of depth of removal required to achieve the proposed pavement grades.

SP-33 <u>REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL</u>

This work shall consist of removal and disposal of unsuitable material as directed by the Engineer.

Following pavement removal, the entire remaining base course shall be proof rolled with a fully loaded semi with a net weight not less than twenty-two tons. The Contractor shall provide a weight ticket to verify the new weight of the designated vehicle utilized for the proof roll.

Failing locations of unsuitable material shall be marked out for removal at a depth designated by the Engineer. The Contractor shall remove designated materials offsite at a location chosen by the Contractor.

Following removal of unsuitable materials, the Contractor shall place geotextile fabric in the bottom of the excavation, wrapping the geotextile fabric up the sides of the excavation to the top of the proposed aggregate base course.

Aggregate shall be replaced on top of the geotextile fabric in accordance with the special provision for AGGREGATE SUBGRADE IMPROVEMEMT.

All work for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL shall be measured in place for payment in cubic yards.

Payment for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL shall include all costs for excavation, removal, and complete disposal of unsuitable material as determined by the Engineer. Replacement aggregate shall be paid for in tons for AGGREGATE SUBGRADE IMPROVEMENTS.

SP-34 AGGREGATE SUBGRADE IMPROVEMENT

This work shall consist of placing and compacting aggregate in locations designated by the Engineer for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL.

Replacement aggregate shall consist of three-inch open graded aggregate, capped with approximately three inches of CA-06 gradation crushed aggregate, compacted to the satisfaction of the Engineer. In cases of six-inch undercuts, enough CA-06 aggregate shall be added to provide a smooth aggregate surface for paving of binder course.

This work shall be paid for by tons of three-inch aggregate for AGGREGATE SUBGRADE IMPROVEMENT. Any required CA-06 gradation required for capping to provide a smooth aggregate surface for paving of binder course shall be paid for in tons for AGGREGATE BASE REPAIR.

SP-35 PREPARATION OF BASE

This work shall be in accordance with Article 358 of the Standard Specifications, and the following Special Provisions:

It is the intent of the Contract to provide a two percent cross slope to the lowest gutter flag across any given section of pavement according to Article 358.04(b) of

the Standard Specifications. The remaining section of base course shall be graded to match the opposing curb flag and provide a minimum of six-inches of HMA pavement.

This work shall be paid for in square yards for PREPARATION OF BASE of the proposed pavement area, as defined by the proposed edges of the replacement gutter flags.

SP-36 AGGREGATE BASE REPAIR

This work shall be in accordance with applicable sections of Article 358 of the Standard Specifications.

Aggregate shall be crushed virgin limestone, graded to a CA-06 gradation, or approved equal.

This work shall be paid for in tons for AGGREGATE BASE REPAIR as required to achieve the proposed roadway for six inches of proposed HMA pavement.

SP-37 REMOVAL AND DISPOSAL OF EXCAVATED MATERIAL ("UNCONTAMINATED SOIL")

Any excavated material that meets the requirements of disposal at a CCDD facility and not needed for backfill or embankment shall be removed and disposed of off the site at a location or locations provided by the Contractor. The cost of removal, transportation, and disposal of the excavated material ("uncontaminated soil") is considered incidental to the pay item requiring excavation.

A signed LPC-662 will be provided. Any additional testing or documentation necessary to dispose of the material shall be the Contractor's responsibility.

If the Contractor chooses to dispose of the material at a permitted CCDD facility, the Contractor shall coordinate with said facility or facilities prior to bidding to determine if the information provided is adequate. The Engineer should be informed immediately of any deficiencies.

Clean Construction and Demolition Debris (CCDD): All removal or excavation items being disposed of at an uncontaminated soil fill operation or Clean Construction and Demolition Debris (CCDD) fill site shall meet the requirements of Public Act 96-1416. All cost associated with meeting these requirements shall be included in the unit price for the associated items in the Contract that require removal and disposal of CCDD and uncontaminated soil. Contractor costs shall include but are not limited to state and local tipping fees.

SP-38 NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1

Any excess excavated material that does not meet the requirements for disposal at a CCDD facility and not needed for backfill or embankment shall be removed

and disposed of at a permitted receiving facility (i.e., landfill) provided by the Contractor or other approved location. The cost of removal, transportation and disposal of the non-special, non-hazardous soil will be paid for at the contract unit price per cubic yard for NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1. Documentation from the permitted receiving facility indicating date, time, weight, driver, truck number, etc. shall be provided to the Engineer as requirement for payment for this work item.

Based on the information provided in the LPC-663, there are exclusion zones identified that will not be accepted with the LPC-663. Different measures must be taken for onsite testing or disposal of soils in the exclusion zones. Generally, it is not anticipated that any contaminated material will be encountered; however, if any material is rejected from the CCDD facility it shall be brought back to the site or other location as determined by the Engineer. At that time, the Engineer will determine the level of testing required for necessary disposal of NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1. All testing shall be paid for by the Village of Bensenville.

Any cost to the contractor for additional hauling, dumping, airing out soil, reloading, etc. shall be considered in the unit price per ton for NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1.

SP-39 NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 2

Any excess excavated material that does not meet the requirements for disposal at a CCDD facility and not needed for backfill or embankment shall be removed and disposed of at a location owned by the Village of Bensenville. The cost of removal, transportation and disposal of the non-special, non-hazardous soil will be paid for at the contract unit price per ton for NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 2. Measurement and/or cross sections of the dumped material at the Village of Bensenville facility will be required for payment for this work item.

Based on the information provided in the LPC-663, there are exclusion zones identified that will not be accepted with the LPC-663. Different measures must be taken for onsite testing or disposal of soils in the exclusion zones. Generally, it is not anticipated that any contaminated material will be encountered; however, if any material is rejected from the CCDD facility it shall be transported to the Village's designated location.

Any cost to the contractor for additional hauling, dumping, etc. shall be considered in the unit price per cubic yard for NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 2.

SP-40 TRENCH BACKFILL

Trench Backfill shall be in accordance with Section 208 of the IDOT Standard Specifications except that the initial and final trench backfill shall be CA-7 capped with 18.5 inches of CA-6 up to grade, meeting the requirements of Article 1004 of

the Standard Specifications for Road and Bridge Construction. The top 6.5 inches of CA-6 shall be removed prior to patching and shall be included in the cost of patching. The CA-7 shall be a crushed limestone. Trench backfill shall be incidental to the pay item being installed.

Trench Backfill shall be required for all water main, inlets, manholes, and storm sewer where any portion of the trench lies under or within 2' of existing or proposed streets, sidewalks, bike paths, curb & gutter, aggregate shoulder and driveways. All CA-6 placed in such trenches shall be mechanically compacted in maximum one-foot lifts.

Trench Backfill will not be paid for separately but shall be included in the cost of the item requiring backfill, which includes, but is not limited to, water main, sewers, services, hydrants, structures, and exploratory excavations.

SP-41 FOUNDATION MATERIAL

Foundation Material shall be in accordance with Section 20 of the Standard Specifications for Water & Sewer Main construction in Illinois except that the foundation material shall be CA-7, meeting the requirements of Article 1004 of the Standard Specifications for Road and Bridge Construction. Foundation material shall be measured for payment as described in Section 20 of the Standard Specifications for Water & Sewer Main Construction in Illinois.

SP-42 EXPLORATORY EXCAVATION

This item shall consist of excavating a trench at locations as directed by the Engineer and shown in the plans for the purpose of locating existing water services, sanitary sewer lines, or utility conflicts within the construction limits of the proposed improvements.

The trench shall be deep enough to expose the existing utility to be located. The width of the trench shall be sufficient to allow proper investigation to determine the depth and condition of the utility.

The Contractor shall familiarize himself with the locations of all underground utilities of facilities as outlined in Article 107.31 of the Standard Specifications and shall save such facilities from damage.

The exploratory excavation shall be backfilled with trench backfill meeting the requirements of the Standard Specifications and these Special Provisions, the cost of which shall be included in the item EXPLORATORY EXCAVATION.

This item shall include ALL labor and material necessary to saw cut and remove the pavement, excavate and backfill the hole with approved backfill material, and to maintain the trench so as to be safely passable to the motoring public.

All materials used to backfill the excavated area, top off the trench, or repair any damaged utilities shall conform to the appropriate specifications as noted by this Contract or as approved by the Engineer.

All materials resulting from this work shall be disposed of at the Contractor's expense, outside the limits of the job, at locations acceptable to the Engineer and in accordance with Section 107.01 of the Standard Specifications, as amended by Public Act 90-761.

This item shall be measured for payment per each location as designated by the Engineer regardless of length of the trench or the depth necessary to obtain the required data for the existing utility. No additional compensation will be allowed for any delays, inconvenience or damage sustained by the Contractor in performing the work.

This work will be paid for at the contract unit price per each for EXPLORATORY EXCAVATION which price shall include all labor, materials, and equipment necessary to complete the work.

SP-43 HYDROSTATIC TESTS AND DISINFECTION OF THE WATER MAIN

The Contractor shall perform Hydrostatic Tests in accordance with Division IV, Section 41 of the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition, and applicable provisions of AWWA C-600 and C-603. The water mains shall be pressure tested at 150 PSI. The test pressure shall not drop more than 2 psi for the duration of the test. Allowable leakage shall be as set forth in AWWA C-600 latest edition. The duration of the test shall be for two hours minimum.

The Contractor shall supply the gauge for the test. The gauge should be of good quality and condition, and be fluid filled. The gauge should have large enough range for the pressure being tested and should be capable of reading a minimum pressure of one (1) psi. The testing length shall be limited to 1000 foot. If more than 1000 foot of water main is tested, the allowable leakage will be based upon 1000 foot. The Village Engineer and Village will need to witness the zeroing out of the gauge prior to the test.

All water main shall be pre-pressure tested prior to the actual test the Village Engineer and the Village witnesses.

Upon completion of the newly laid water main, the water main shall be disinfected in accordance with the American Water Works Association, Procedure Destination, AWWA C-651. The Contractor is responsible for collecting samples and having bacteriological testing performed as required by the Illinois Environmental Protection Agency. The Village and Engineer shall be present when the samples are taken.

The Contractor shall contact the Village Engineer to schedule operation of valves, flush and fill, pressure test, chlorination, and sampling. The Village Engineer will

contact the Village accordingly. The Contractor shall provide 48 hours notice prior to performing any of these work items. The following activities must be scheduled with the Village Engineer on independent days:

- ✓ Flush and fill (Water main/service shall then be pre-tested.)
- ✓ Pressure Test (The gauge shall be zeroed out before the start of the test.)
- ✓ Chlorination
- ✓ 1st Day of Sampling
- ✓ 2nd Day of Sampling

Water samples collected on two (2) successive days from the treated piping system shall show satisfactory bacteriological results. Bacteriological analyses must be performed by a laboratory certified by the IEPA and approved by the Engineer.

Should the initial treatment result in an unsatisfactory bacterial test, the original chlorination procedure shall be repeated by the Contractor until satisfactory results are obtained.

The Contractor shall furnish to the OWNER the required documentation, test results, etc., required by the IEPA for placing the water main in service.

This work will be paid for at the contract unit price per lump sum for HYDROSTATIC TESTS AND DISINFECTION OF THE WATER MAIN which price shall include all necessary labor and materials to pressure test, disinfect, and test the water main, all as required to place the water main in service in accordance with the IEPA regulations.

SP-44 WATER SERVICE

The tap, corporation stop, curb stop and curb box, joint materials and other required fittings, trench backfill and installation necessary to connect the existing water services to the newly installed water main are considered as part of this item and shall be paid for at the contract unit price per each for WATER SERVICE CONNECTION of the size specified.

B-box removal shall be considered as part of this item and shall be paid for at the contract unit price per each for WATER SERVICE CONNECTION of the size specified.

The installation of the type “K” copper service pipe shall be paid for at the contract unit price per FOOT for WATER SERVICE LINE of the type and diameter specified, and shall include the earth excavation, preparation of bedding, trench backfill, and delivery and installation of materials necessary to complete this work. The water service line shall be continuous with no intermediate unions.

SP-45 DISCONNECT AND ABANDON EXISTING WATER MAIN

The Contractor shall disconnect and abandon the existing water main at locations shown on the drawings and in the manner detailed.

Disconnecting and abandoning the existing water main shall only occur after the successful chlorination of the new water main and after all water services have been transferred to the new water main.

Disconnecting the existing water main may require interruption of services. The Utilities Supervisor (Village), the Engineer, and the Contractor shall mutually agree upon a date and time for disconnections which will allow ample time to assemble labor and materials and to notify all customers affected. Customers shall be notified at least 48 hours prior to being taken out of service.

The Contractor shall not operate valves on existing mains (unless otherwise authorized by the Village) which shall be closed and opened only by the employees of the Village's Public Works Department.

No valve operation is allowed without a minimum of 48-hour notification to the Village Engineer (EEI). Accordingly, the Village Engineer will coordinate with the Village's Public Works Department. All scheduling should be done by contacting the Village Engineer.

The Contractor shall expose the water main to be disconnected and shall confirm the size and type of piping present. The Contractor shall obtain the necessary materials required to make a proper disconnection. The Contractor shall not proceed until he has all the required materials on site. The Contractor shall limit the time for disconnections to four (4) hours. In no case shall a customer(s) be out of service overnight.

Once the new water mains have been tested and approved for service then the Contractor shall, under the direction of the Engineer and Village, place the new water main in service. At such time, the existing pipe that is to be abandoned shall be disconnected.

The Contractor shall provide disinfection in accordance with IEPA requirements and AWWA Std 651-14 section 4.11 (refer to sheet 3 of the improvement plans).

This work will be paid for at the contract unit price per each for DISCONNECT AND ABANDON EXISTING WATER MAIN of the size specified, which price shall include all equipment, labor, removal and disposal of abandoned pipe, rounded stone bedding, trench backfill, and other materials (not listed for payment separately) required to properly disconnect existing water mains. Ductile Iron Fittings required for these disconnections will be paid for at the contract unit price per pound for DUCTILE IRON FITTINGS. Dewatering, if required, shall be considered incidental to the Contract.

SP-46 VALVE VAULT TO BE ABANDONED

This item shall consist of the abandoning of the existing valve vaults as shown in the plans.

For valve vaults located outside the limits of the bituminous roadway, abandoning the valve vault shall include the removal of the casting, lid, and conical section of the vault. The remaining concrete vault shall be filled with FA-1 aggregate. The remaining void shall be filled with earthen backfill.

For valve vaults located within the limits of the bituminous roadway, abandoning the valve vault shall include the removal of the casting, lid, and conical section of the vault. The remaining concrete vault shall be filled with CA-7 aggregate. The remaining void shall be filled with CA-7 aggregate (trench backfill) except the top 15” below the pavement section shall be capped with CA-6.

Pavement removal and replacement will be paid for as described within the given Special Provisions of the specified pay items. The minimum width for removal and replacement shall be five feet (5') and all edges are to be saw cut.

Valve vaults to be abandoned shall be paid for at the contract unit price per each as VALVE VAULT TO BE ABANDONED which includes all necessary labor, tools, equipment, aggregate and materials necessary to remove existing valve boxes or vaults.

SP-47 VALVE BOX TO BE ABANDONED

This item shall consist of the removal of the existing valve boxes as shown on the plans. Removal shall include the excavation and physical removal of the valve box.

For valve boxes located outside the limits of the bituminous roadway, the removal shall include the excavation and physical removal of the valve box and backfilling the void left by the valve box with earthen backfill.

For valve boxes located within the limits of the bituminous roadway, the removal shall include the excavation and physical removal of the valve box and backfilling the void left by the valve box with CA-6 aggregate (trench backfill).

Pavement removal and replacement will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT PAVEMENT REMOVAL AND REPLACEMENT, of the depth specified, measured in place, with a minimum width of five feet (5') installed per applicable sections of the Standard Specifications - all edges to be saw cut.

Any trench backfill required for the valve box removal shall be considered incidental to the VALVE BOX TO BE ABANDONED.

Valve box removal shall be paid for at the contract unit price per each as VALVE BOX TO BE ABANDONED which includes all necessary labor, tools, equipment, and materials necessary to remove existing valve boxes.

SP-48 FIRE HYDRANT ASSEMBLY REMOVAL

This item shall consist of the removal of the existing auxiliary valves and fire hydrants as shown in the plans. Removal shall include the excavation and physical removal of the auxiliary valve and hydrant, capping of the existing abandoned water main lead at the location of the removed auxiliary valve and backfilling the void left by the auxiliary valve and hydrant with earthen backfill and/or trench backfill.

“Breaking-off” the auxiliary valve and fire hydrant will not be allowed. Fire Hydrants shall be delivered to the Village of Bensenville Public Works department located at 711 E. Jefferson St, Bensenville.

This work will be paid for at the contract unit price per each for FIRE HYDRANT ASSEMBLY REMOVAL which includes all necessary labor, tools, equipment, and materials necessary to remove existing fire hydrants. Any trench backfill required for the fire hydrant removal shall be incidental. The required mechanical joint caps for these removals will be paid for at the contract unit price per pound for DUCTILE IRON FITTINGS.

SP-49 CLASS D PATCH, 6-INCH

This work shall consist of removal of the existing pavement, the necessary excavation of trench backfill and the replacement with the class and type of patch specified at designated locations according to the hot-mix asphalt requirements table in the plans.

This work shall be performed in accordance with Article 442 of the Standard Specifications except that patches will not be broken down into various types based on area but shall instead all be measured and paid completely under this pay item regardless of size.

This item shall consist of excavation of trench backfill material, re-compaction of aggregate prior to placement of asphalt, 4” Hot-Mix Asphalt Binder Course, IL-19.0, N50 and 2” Hot-Mix Asphalt Surface Course, Mix “D”, N50, in accordance with the Standard Specifications and Hot-Mix Asphalt Mixture Requirements table shown in the plans.

Excavation or removal beyond the limits indicated in the plans shall not be paid for, nor will the material be paid for that is required to bring the excavated area back to proper grade. HMA replacement beyond the limits shown on the plans, or limits directed by the engineer, will NOT be measured for payment and is considered incidental.

Any excess material from excavation will be disposed of offsite by the Contractor and shall be included in the cost of this item.

All saw cuts adjacent to pavement to remain in place will be considered incidental to this pay item.

This work will be paid for at the contract unit price per square yard for CLASS D PATCH, 6-INCH, measured in place, which includes sawcuts, pavement removal and disposal, removing, grading and compacting aggregate trench backfill, Hot-Mix Asphalt Binder Course, and Hot-Mix Asphalt Surface Course. This work must be completed within one week after completion of water main installation.

SP-50 HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT

This work shall be in accordance with Sections 311, 406 and 440 of the Standard Specifications in the locations specified in the plans and as directed by the Engineer.

The Contractor shall saw cut the driveway pavement prior to removal.

Bituminous Materials (Tack Coat) shall be applied to the aggregate surface according to Section 405 before paving and shall be included in the cost of the item.

This item shall consist of 4” Aggregate Base Course (compacted CA-6) over prepared subgrade and 5” Hot-Mix Asphalt Surface Course, Mix “D”, N50, paved in accordance with the Standard Specifications. This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT, measured in place, which includes sawcuts, furnishing, placing, and compacting 4” Aggregate Base Course (compacted CA-6) and 5” Hot-Mix Asphalt Surface Course.

SP-51 PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT

This work shall consist of placement of the Portland Cement Concrete Pavement, excavation and aggregate base course at the driveway entrance locations designated in the plans and the applicable provisions of Sections 311, 420 and 423 of the Standard Specifications. Additionally, each driveway shall also be constructed using a 10-gauge wire mesh. At the Contractor’s option, PCC with fibers will be allowed in lieu of the 10-gauge wire mesh.

The Contractor shall saw cut the driveway pavement prior to removal.

This item shall consist of 2” Aggregate Base Course (compacted CA-6) over prepared subgrade, 7” Portland Cement Concrete Pavement placed in accordance with the Standard Specifications. This work will be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT, measured in place, which includes sawcuts,

furnishing, placing, and compacting 2” Aggregate Base Course (CA-6) and 7” Portland Cement Concrete Pavement.

SP-52 BRICK DRIVEWAY REMOVAL AND REINSTALLATION

This work shall consist of removal and reinstallation of the Brick Driveway Pavers, excavation and aggregate base course at the driveway entrance locations designated in the plans and the applicable provisions of Sections 311 of the Standard Specifications. The existing brick pavers shall be removed, stored, and reinstalled. Any pavers damaged during construction shall be replaced and paid for by the Contractor.

This item shall consist of 4” Aggregate Base Course (compacted CA-6) over prepared subgrade, and reinstallation of the existing brick pavers. This work will be paid for at the contract unit price per square foot for BRICK DRIVEWAY REMOVAL AND REINSTALLATION, measured in place, which includes furnishing, placing, and compacting 4” Aggregate Base Course (CA-6) and removing and reinstalling the brick pavers.

This work shall consist of removing and replacing brick paver driveways as required by the installation of the new sidewalk and curb and gutters.

Any removed brick pavers shall be temporarily stored by the Contractor (onsite storage will be permitted) and replaced after all construction is completed in the area of paver replacement at the locations as shown on the plans and as further directed by the Engineer. Prior to replacing the pavers, the aggregate base shall be properly restored to provide proper bedding of the pavers. This work shall be scheduled no later than four days after the placement of the new curb and gutter and sidewalk or adjacent driveway sections.

Any damage or stolen pavers shall be replaced at the Contractor’s expense.

This work will be paid for at the Contract unit price per square feet of BRICK DRIVEWAY REMOVAL AND REINSTALLATION which price shall include all labor, equipment, and material necessary to complete this pay item as specified and provide any additional aggregate base or excavation of poor materials as needed.

SP-53 REMOVE, SALVAGE, AND REINSTALL EXISTING SIGN

This work shall consist of removing existing sign panel assemblies, as well as the existing posts and assembly and reinstalling the existing sign panel assembly at a location specified by the Engineer. This work shall be coordinated with the Village and the Engineer prior to starting the work. **All sign panel assemblies shall be transported to the Village Public Works Department for storage until the time of reinstallation.** Damage to the sign panel assemblies during removal, transportation, or reinstallation shall result in the installation of a new sign panel assembly at the Contractor’s expense.

Sign panel assemblies to be relocated will be paid for at the contract unit price each for REMOVE, SALVAGE, AND REINSTALL EXISTING SIGN. This price shall include all labor, materials, and equipment necessary to complete the work.

All temporary signs shall be incidental to the contract.

SP-54 MAILBOX REMOVAL AND RESET WITH NEW POST

This work shall be done in accordance with applicable sections of the Standard Specifications. The Contractor shall remove all mailboxes at locations shown on the plans within the limits of construction which interfere with construction operations and shall erect them at temporary locations approved by the Engineer. As soon as construction operations permit, the Contractor shall set the mailboxes at their permanent locations. This work shall be performed as directed by the Engineer. The Contractor shall replace, at the Contractor's expense, any mailbox or post which has been damaged by the Contractor's operations. The mailbox shall be reset per the specifications of the USPS postmaster.

Relocate mailbox shall be paid for at the contract unit price per each for MAILBOX REMOVAL AND RESET WITH NEW POST and shall include all materials, equipment, and labor necessary to complete the work.

SP-55 STORM SEWER

This work shall be performed in accordance with Section 550 of the Standard Specifications, except as modified herein.

The storm sewers shall be constructed at the location and slope as shown on the plans, and in accordance with the details included on the plans. The pipe bedding and backfill material used shall be IDOT gradation CA-7. The Contractor shall take note that the cost of the pipe shall include the cost to furnish, place, and compact all bedding, haunching and initial backfill stone.

Pipe material shall be Reinforced Concrete Pipe (RCP) for the storm sewer as specified in the improvement plans.

This work will be paid for at the contract unit price per foot for STORM SEWER, of the class, type, and pipe diameter specified, which price shall include all material, fittings, equipment, and labor necessary to complete this item to the satisfaction of the Engineer.

SP-56 PARKWAY RESTORATION

The Contractor shall restore any area disturbed to a condition equal to or better than its original use. This shall include finish grading, establishment of a vegetative cover (sod), and general cleanup.

The Contractor shall restore all areas within the road parkway disturbed during construction of the water main, water main services, storm sewer, or roadway and

related appurtenances or as part of any of their activities to a condition equal to or better than the original condition and as follows:

All parkway areas disturbed during construction shall be restored to their original shape, contour, and condition. The disturbed areas in the parkway must be covered with sodding, salt tolerant per Section 252 of the Standard Specifications. Any topsoil required as part of the restoration shall be provided and installed and are considered incidental to PARKWAY RESTORATION to a minimum depth of 6-inches.

No sod will be required in areas that currently do not have vegetative cover unless otherwise shown on the plans. The Contractor will be responsible for grading the disturbed areas to their original condition and grade.

The Contractor shall be responsible for maintaining all restored areas until such a time as the Village accepts these areas. This acceptance will be granted after the Owner or their Sub-Contractor has both fulfilled the minimum required maintenance items which meets the acceptance standards set forth in these Special Provisions.

Acceptance of sodded areas will be determined by inspection by the Village and Engineer. In order for an area to be accepted, it shall conform the following:

a) Grass shall display a reasonably uniform distribution of grass plants
b) Grass shall display vigorous growth and be green and healthy

Areas having bare spots larger than one (1) square foot will not be accepted. These spots must be re-sodded in accordance with maintenance specifications.

The Contractor shall communicate regularly with the Owner or his Sub-Contractor to discuss their progress so that restoration may be completed in a timely fashion.

Temporary seeding will be required due to inclement weather. All temporary seeding shall be completed per the seeding schedule on the Engineering Plans and shall be considered incidental to the project.

The Contractor shall field verify these limits prior to construction to ensure all disturbed areas are restored to a condition equal to or better than its original use.

Additional areas damaged by machinery, construction equipment, Contractor negligence or over-excavation beyond the limits shown in the plans shall be repaired in accordance with this Special Provision, at the Contractor's expense.

Unless otherwise listed for payment separately, all work under the general heading PARKWAY RESTORATION will be paid for at the contract unit price per square yard for PARKWAY RESTORATION. This price shall be payment in full for furnishing and placing a minimum 6-inches of topsoil, and any necessary temporary erosion control seeding as well as restoring the areas disturbed with sod.

SP-57 RESTORATION

The Contractor shall restore any area disturbed to a condition equal to or better than its original use. This shall include finish grading, establishment of a vegetative cover (seeding), and general cleanup.

The Contractor shall restore all areas disturbed outside of the parkway during construction of the water main, storm sewer, or related appurtenances or as part of any of their activities to a condition equal to or better than the original condition and as follows:

All ditches, utility trenches, and other grassed areas disturbed outside of the parkway during construction shall be restored to their original shape, contour, and condition or proposed conditions as shown in the engineering plans. Seeding, including finish grade preparation of seedbed, fertilizer and planting shall be as set forth in Section 250 of the Standard Specifications. All disturbed areas must be covered with erosion control blanket per Section 251 of the Standard Specifications. The seeding mixture used shall conform with the schedule on the Engineering Plans. Topsoil (six-inch (6”) minimum thickness) shall be provided where required.

No seeding will be required in areas that currently do not have vegetative cover unless otherwise shown on the plans. The Contractor will be responsible for grading the disturbed areas to their original condition and grade.

The Contractor shall be responsible for maintaining all restored areas until such a time as the Village accepts these areas. This acceptance will be granted after the Owner or their Sub-Contractor has both fulfilled the minimum required maintenance items and has established a stand of grass (where required) which meets the acceptance standards set forth in these Special Provisions.

Acceptance of seeded areas will be determined by inspection by the Village and Engineer. In order for an area to be accepted, it shall conform the following:

c) Grass shall display a reasonably uniform distribution of grass plants
d) Grass shall display vigorous growth and be green and healthy

Areas having bare spots larger than one (1) square foot will not be accepted. These spots must be re-seeded in accordance with seeding and maintenance specifications.

The Contractor shall communicate regularly with the Owner or his Sub-Contractor to discuss their progress so that restoration may be completed in a timely fashion.

Temporary seeding will be required due to inclement weather. All temporary seeding shall be completed per the seeding schedule on the Engineering Plans and shall be considered incidental to the project.

The Contractor shall field verify these limits prior to construction to ensure all disturbed areas are restored to a condition equal to or better than its original use.

Additional areas damaged by machinery, construction equipment, Contractor negligence or over-excavation beyond the limits shown in the plans shall be repaired in accordance with this Special Provision, at the Contractor's expense.

Unless otherwise listed for payment separately, all work under the general heading RESTORATION will be paid for at the contract unit price per square yard for RESTORATION. This price shall be payment in full for placement or furnishing a minimum 6-inches of topsoil and any necessary temporary erosion control seeding as well as restoring the areas disturbed.

SP-58 TRAFFIC CONTROL AND PROTECTION

The Contractor shall furnish, erect, maintain and remove all signs, barricades, flaggers and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Section 701 of the Standard Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways in the Supplemental Specifications, any Special Details, Special Provisions, recurring special provisions and the Highway Standards contained herein.

At the preconstruction meeting, the Contractor shall furnish the name of the individual in his direct employ who is responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a Subcontractor, consent shall be requested of the Engineer at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard Specifications. This shall not relieve the Contractor of the foregoing requirement for a responsible individual in his direct employ. The Contractor shall provide the Engineer with the name of its representative who will be responsible for the administration of the Traffic Control Plan.

All roads shall remain open to traffic. Special attention is called to Article 107.09 and Section 700 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control: Standards 701006, 701301, 701501, 701901, and District One Standard TC-10.

Advance warning signage shall be properly placed per the Manual on Uniform Traffic Control Devices for the roadway vehicular traffic as well as the sidewalk pedestrian traffic. The Contractor shall clean all roadways at the end of each working day and as required throughout the day to minimize impact to motorists.

All traffic control indicated on the traffic control plan standards and specified in the Special Provisions will be measured for payment on a lump-sum basis.

All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION. This price shall be payment in full for all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, and remove all traffic control devices required as indicated in the plans and as approved by the Engineer.

SP-59 INCIDENTAL WORK

All work shown on the Plans, described in the applicable specifications or in these Special Provisions and not covered by a pay item, will be considered as incidental to the Contract.

SP-60 FUNDING SIGN

This work shall consist of the fabrication, erection, maintenance, and removal of a sign which credits the DuPage Community Development Commission and the United States Department of Housing and Urban Development for funding the project.

The sign shall have dimensions of four feet (4') high by six feet (6') wide. The sign shall be white with black letters and shall state the following:

The sign shall be placed at a location within the project limits at a location identified by the Engineer and shall be erected prior to commencing construction activities. The sign shall remain in place until all construction has been completed. All of the supporting (8.5"x11") EEO, Davis Bacon Wages laminated documents, and etc. shall be displayed on this sign.

This work will be paid for at the contract unit price per each for FUNDING SIGN which shall include all labor and materials necessary to construct, maintain, and remove this pay item as specified.

SP-61 ALLOWANCE – ITEMS ORDERED BY THE ENGINEER

This item is to provide for adequate budget to cover items not specifically included in the Contract prior to the bidding process.

The Contractor will include in their bid 25,000 units at $1/unit for miscellaneous additions to the project at the Village's Discretion. Only additional work, not covered by existing Pay Items, indicated on the Drawings or in the Project Specifications will be eligible for payment under ALLOWANCE – ITEMS ORDERED BY THE ENGINEER. Additional work may consist of other construction that may be deemed necessary by the Village to add to the project.

IMPROVEMENT PLANS
FOR
BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

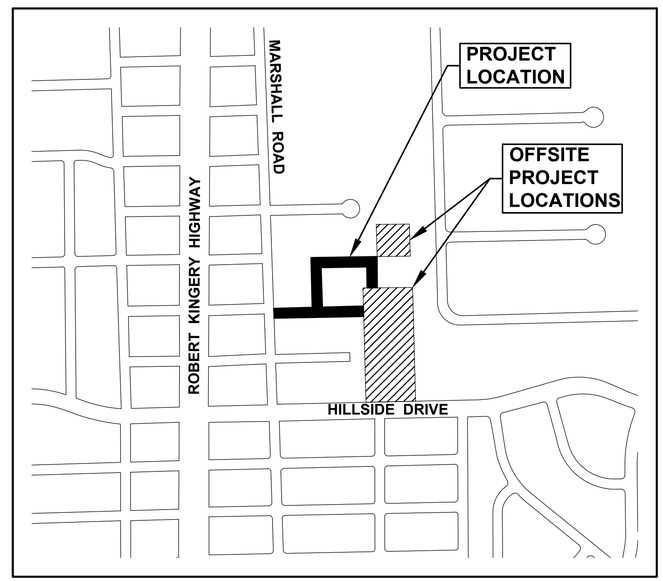
VILLAGE OF BENSENVILLE

PROJECT #23.1.03
DUPAGE COUNTY, ILLINOIS

ISSUED FOR BID: JANUARY 11, 2024

MUNICIPAL OFFICIALS

FRANK DESIMONE	VILLAGE PRESIDENT
ROSA CARMONA	VILLAGE TRUSTEE
ANN FRANZ	VILLAGE TRUSTEE
MARIE FREY	VILLAGE TRUSTEE
MCLANE LOMAX	VILLAGE TRUSTEE
ARMANDO PEREZ	VILLAGE TRUSTEE
NICHOLAS PANICOLA JR.	VILLAGE TRUSTEE
NANCY QUINN	VILLAGE CLERK



LOCATION MAP
1" = 500'

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24. OFFSITE UTILITY AND DRAINAGE PLAN AND PROFILE STA. 54+50 TO 59+50
25. OFFSITE UTILITY AND DRAINAGE PLAN AND PROFILE STA. 60+00 TO 62+70
26. OFFSITE UTILITY AND DRAINAGE PLAN AND PROFILE STA. 64+00 TO 66+60
27. DETAILED GRADING OF DRIVEWAYS AND ADA RAMPS
28. DETAILED GRADING OF DRIVEWAYS AND ADA RAMPS
29. DETAILED GRADING OF DRIVEWAYS AND ADA RAMPS
30. DETAILED GRADING OF DRIVEWAYS AND ADA RAMPS
31. GREEN VALLEY STREET CROSS SECTIONS STA 10+68 TO 12+00
32. GREEN VALLEY STREET CROSS SECTIONS STA 12+14 TO 13+50
33. GREEN VALLEY STREET CROSS SECTIONS STA 13+87 TO 15+39
34. GREEN VALLEY STREET CROSS SECTIONS STA 15+50 TO 16+36
35. GREEN VALLEY STREET CROSS SECTIONS STA 16+50 TO 16+77
36. KEVYN LANE CROSS SECTIONS STA 21+00 TO 22+16
37. KEVYN LANE CROSS SECTIONS STA 22+50 TO 23+06
38. STONEHAM STREET CROSS SECTIONS STA 26+00 TO 28.50
39. FRANZEN STREET CROSS SECTIONS STA 30+11 TO 32+25
40. TYPICAL DETAILS
41. TYPICAL DETAILS
42. TYPICAL DETAILS
43. TYPICAL DETAILS
44. TYPICAL DETAILS
45. TYPICAL DETAILS

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SITE REFERENCE MARK 1

EAST BONNET BOLT WITH ARROW POINTING TOWARDS ON THE FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF MARSHALL ROAD AND GREEN VALLEY ST

ELEVATION = 688.84 (NAVD88)

SITE REFERENCE MARK 2

SOUTH BONNET BOLT WITH ARROW POINTING TOWARDS ON THE FIRE HYDRANT EAST OF KEVYN LANE ON THE NORTH SIDE OF STONEHAM ST

ELEVATION = 685.05 (NAVD88)

50 YEARS

Engineering Enterprises, Inc.
Consulting Engineers
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com
PROFESSIONAL DESIGN FIRM # 184-002003

CURTIS P. DETTMANN 062-066060 LICENSED PROFESSIONAL ENGINEER OF ILLINOIS

ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION.

DATED AT SUGAR GROVE, ILLINOIS,

THIS 11TH DAY OF JANUARY, 2024.

CURTIS P. DETTMANN, P.E.
ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 062-066060
EXPIRATION DATE: 11/30/25

1	01/11/2024	ISSUED FOR BID

REVISIONS

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Plotted: January 11, 2024 @ 1:16 PM By: Pamela Whitfield – Tab: 01 Cover 22x34

Path: H:\SDSKPROJ\BE_BENSENVILLE\2022\BE2202\DWG FINAL ENG\BE2202-COVER

GENERAL NOTES

1) ALL CONSTRUCTION SHALL COMPLY WITH THE APPLICABLE ORDINANCES AND REQUIREMENTS OF THE VILLAGE OF BENSENVILLE'S ENGINEERING AND CONSTRUCTION STANDARDS AND SPECIFICATIONS (HEREIN AFTER BENSENVILLE STANDARD SPECIFICATIONS), UNLESS NOTED OTHERWISE, SHALL CONFORM TO THE SPECIFICATIONS OF THE "ILLINOIS DEPARTMENT OF TRANSPORTATION (I.D.O.T.) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AND THE "ILLINOIS SOCIETY OF PROFESSIONAL ENGINEERS (ISPE) STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", BOTH OF WHICH SHALL BE THE LATEST EDITION. ALL CONSTRUCTION SHALL ALSO CONFORM TO THE ILLINOIS RECOMMENDED STANDARDS FOR SEWAGE WORKS, LATEST EDITION PUBLISHED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (I.E.P.A.). THESE SPECIFICATIONS SHALL BE CONSIDERED A PART OF BENSENVILLE'S STANDARD SPECIFICATIONS. IN THE EVENT OF A CONFLICT BETWEEN THE STATE SPECIFICATIONS AND THE BENSENVILLE STANDARD SPECIFICATIONS, THE MOST RESTRICTIVE PROVISIONS SHALL TAKE PRECEDENCE. ANY VARIATIONS OR ALTERNATIVES TO THE BENSENVILLE STANDARD SPECIFICATIONS MUST BE SUBMITTED TO AND APPROVED BY THE VILLAGE ENGINEER OR THEIR DESIGNEE(S) (HEREIN AFTER CITY ENGINEER) IN WRITING.

2) ALL PAVING AND EXCAVATION WORK SHALL COMPLY WITH THE APPLICABLE ORDINANCES OF THE VILLAGE OF BENSENVILLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION "SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITION. IN CASE OF A CONFLICT, THE MOST RESTRICTIVE PROVISIONS SHALL GOVERN.

3) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ABIDE BY, ADHERE TO AND PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS, SPECIFICATIONS, STANDARDS, PRACTICES, POLICIES AND CODES OF THE VILLAGE OF BENSENVILLE WHICH INCLUDES BUT IS NOT LIMITED TO LABOR, MATERIALS, PROCEDURES AND SAFETY.

4) ANY CHANGES, REVISIONS OR SUBSTITUTIONS TO THE PLANS, SPECIFICATIONS, MATERIALS, REQUIREMENTS OR WORK SHALL BE SUBMITTED TO THE VILLAGE ENGINEER, IN WRITING, WITH WRITTEN APPROVAL BY THE VILLAGE ENGINEER RECEIVED PRIOR TO THE BEGINNING OF SAID WORK. ALL SUCH MATERIALS AND CONSTRUCTION, WHETHER IMPLICITLY OR EXPLICITLY STATED OR COVERED WITHIN THE REQUIREMENTS, CODES OR SPECIFICATIONS SHALL BE APPROVED BY THE VILLAGE ENGINEER PRIOR TO COMMENCING THE INSTALLATION AND CONSTRUCTION. THE CHANGED, REVISED AND SUBSTITUTED ITEMS MUST BE ACCOUNTED FOR IN THE RECORD DRAWINGS.

5) THE CONTRACTOR SHALL FIELD CHECK AND VERIFY ALL EXISTING UTILITY LOCATIONS, DIMENSIONS AND ELEVATIONS IN THE FIELD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF THE IMPROVEMENTS OR PROPOSED WORK. ALL EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR WILL NOTIFY THE VILLAGE ENGINEER IMMEDIATELY IF DISCREPANCIES ARE FOUND.

6) ALL VERTICAL CONTROL RECORDS (ELEVATIONS) SHALL BE REFERENCED UPON U.S.G.S. NAVD 88 DATUM. FOR HORIZONTAL CONTROL, STATE PLANE 83 EAST ILLINOIS REGION COORDINATE SYSTEM SHALL BE USED.

7) THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF BENSENVILLE, ENGINEERING DIVISION OF PUBLIC WORKS DEPARTMENT (630) 350-3435 AND J.U.L.I.E. (800) 892-0123 AT LEAST 48 HOURS PRIOR TO STARTING CONSTRUCTION. ALL OTHER AGENCIES SHALL ALSO BE NOTIFIED AS REQUIRED.

8) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CALL THE ENGINEER AT LEAST 48 HOURS IN ADVANCE AND SET UP THE NECESSARY AND PROPER INSPECTION(S) FOR ALL WORK PERFORMED.

9) THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO A CONDITION EQUAL TO OR BETTER THAN WHAT EXISTED PRIOR TO CONSTRUCTION.

10) ALL EXISTING FIELD DRAINAGE TILES ENCOUNTERED OR DAMAGED DURING CONSTRUCTION ARE TO BE RESTORED TO THEIR ORIGINAL CONDITION, PROPERLY REROUTED AND/OR CONNECTED TO THE STORM SEWER SYSTEM. CONNECTIONS SHALL BE MADE AT STRUCTURES; PREFERABLY CATCH BASINS ONLY, NO BLIND TOPS ARE ALLOWED. AS-BUILT DRAWINGS SHALL BE PROVIDED TO THE VILLAGE'S ENGINEERING DIVISION OF PUBLIC WORKS DEPARTMENT.

11) ALL INDEPENDENT TESTING, IF REQUIRED BY THE ENGINEER, IS TO BE PAID FOR BY THE CONTRACTOR. TESTING IS TO BE AT THE DISCRETION OF THE ENGINEER. RESULTS SHALL BE PROVIDED TO THE ENGINEER WITHIN 48 HOURS OF TESTING.

12) THE CONTRACTOR SHALL VERIFY THAT ALL PUBLIC IMPROVEMENTS ARE CONSTRUCTED WITHIN PUBLIC RIGHT-OF-WAY OR GRANTED PUBLIC EASEMENTS.

13) ONE SET OF APPROVED PLANS AS WELL AS APPROVED PERMIT(S) SHALL BE ON SITE AT ALL TIMES DURING CONSTRUCTION OF THE PROJECT.

14) STORM AND SANITARY SEWER LINES SHALL BE CLEARED OF ALL CONSTRUCTION DEBRIS AND SILT PRIOR TO REQUESTING INSPECTION.

15) CONTRACTOR SHALL MAINTAIN PUBLIC RIGHT-OF-WAY FREE AND CLEAR OF ANY OBSTRUCTION(S) INCLUDING BUT NOT LIMITED TO ROCKS, BOULDERS, DEBRIS, MUD, EQUIPMENT OR MATERIAL.

16) THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITIES AND GARBAGE COLLECTION (WASTE MANAGEMENT). THE CONTRACTOR SHALL ALSO ASSIST GARBAGE COLLECTION WHEN EQUIPMENT OR CONSTRUCTION ACTIVITY IS BLOCKING RESIDENTIAL DRIVEWAYS.

17) THE CONTRACTOR WILL BE PERMITTED TO STORE EQUIPMENT AND MATERIAL ON SITE. ALL EQUIPMENT AND MATERIAL SHALL ONLY BLOCK ONE SIDE OF THE ROAD AND THE CONTRACTOR IS TO USE ONLY LOW VOLUME ROADS FOR STORAGE. ALL EQUIPMENT STORED OVERNIGHT ON ROADWAYS SHALL BE BARRICADED WITH FLASHERS.

18) LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY, AND ARE NOT NECESSARILY COMPLETE. THE CONTRACTOR SHALL MAKE HIS OWN INVESTIGATIONS AS TO THE LOCATIONS OF ALL EXISTING STRUCTURES, CABLES, AND PIPE LINES. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES TO ARRANGE FOR LOCATION OF ANY UTILITIES THEY MAY HAVE IN THE VARIOUS AREAS AND TO PROVIDE HIS SCHEDULE.
IT IS UNDERSTOOD AND AGREED THAT THE CONTRACTOR HAS CONSIDERED IN THEIR BID ALL OF THE PERMANENT AND TEMPORARY UTILITY APPURTENANCES IN THEIR PRESENT OR RELOCATED POSITIONS AND THAT NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR ANY DELAYS, INCONVENIENCE OR DAMAGE. IT IS ALSO SUGGESTED THAT THE CONTRACTOR CALL THE CONCERNED UTILITY COMPANIES FOR FURTHER INFORMATION. CONTRACTOR SHALL BRING TO THE ATTENTION OF THE ENGINEER ANY POTENTIAL CONFLICTS AFTER RECEIVING ALL NECESSARY JULIE INFORMATION. IN AREAS WHERE JULIE LOCATES REVEAL POTENTIAL CONFLICTS WITH PROPOSED STORM SEWER INSTALLATION OR ROADWAY EXCAVATION, THE CONTRACTOR SHALL FIELD VERIFY THE DEPTH OF THESE UTILITY CROSSINGS. IN ANY SUCH AREA, THE ENGINEER WILL VERIFY IF POTENTIAL ADJUSTMENTS TO THE PROPOSED UTILITY INSTALLATIONS WILL BE REQUIRED.

GENERAL UNDERGROUND UTILITIES

1) TRENCH BACKFILL SHALL BE PROVIDED FOR ANY TRENCH EXCAVATED UNDER AND WITHIN TWO FEET (2') OF ALL EXISTING AND PROPOSED ROADWAYS AND OR SIDEWALKS. BACKFILL MATERIAL SHALL BE APPROVED AND INSPECTED BY ENGINEER.

2) NON-SHEAR OR MECHANICAL JOINT GASKET COUPLINGS SHALL BE USED IN THE CONNECTION OF SEWER PIPE OF DISSIMILAR MATERIALS.

3) SEWER CONNECTIONS TO AN EXISTING MANHOLE SHALL BE MACHINE CORED.

4) ECCENTRIC CONE SECTIONS SHALL BE USED ON ALL MANHOLES AND CATCH BASINS UNLESS APPROVED OTHERWISE BY THE ENGINEER. VALVE VAULTS SHALL HAVE THEIR OPENINGS CENTERED OVER THE VALVE.

5) ALL SEWER CONSTRUCTION REQUIRES BEDDING WITH SELECT GRANULAR BACKFILL (IDOT EQUIVALENT CA-6, CA-7, FA-6) WITH A MINIMUM THICKNESS EQUAL TO 1/4 THE OUTSIDE DIAMETER OF THE SEWER PIPE, BUT NOT LESS THAN FOUR (4) INCHES, OR GREATER THAN EIGHT (8) INCHES.

6) ALL SEWER CONSTRUCTION SHALL CONFORM TO THE APPROVED PERMIT AND PLANS UNLESS REVISIONS HAVE BEEN APPROVED BY THE VILLAGE, AS WELL AS ANY AND ALL OTHER REGULATING AGENCIES.

7) MAXIMUM HEIGHT ATTAINED BY ADJUSTING RINGS FOR A SANITARY STRUCTURE SHALL BE EIGHT (8) INCHES. MAXIMUM HEIGHT ATTAINED BY ADJUSTING RINGS FOR A WATER OR STORM STRUCTURE SHALL BE TWELVE (12) INCHES. NO MORE THAN TWO RINGS SHALL BE USED FOR ADJUSTMENT.

8) ANY TREE TRIMMING OR TREE PROTECTION NEEDED FOR EQUIPMENT CLEARANCE SHALL BE INCLUDED IN THE COST OF THE CONTRACT.

STORM SEWER

1) ALL STORM SEWER PIPES SHALL BE REINFORCED CONCRETE PIPE CONFORMING TO ASTM C-76 CLASS IV WITH CONFINED O-RING GASKETED JOINTS IN COMPLIANCE WITH ASTM C-361.

2) ALL OPEN GRATE STORM SEWER STRUCTURE SHALL HAVE "DUMP NO WASTE, DRAINS TO RIVER" AND APPROPRIATE SYMBOL (FISH SYMBOL) IMPRINTED IN THE GRATE OR CURB BOX. FRAMES AND GRATES FOR ALL STRUCTURES SHALL BE AS SPECIFIED IN THE VILLAGE STANDARD DETAILS.

3) ALL STORM SEWER MAINS SHALL BE INSPECTED WITH A VIDEO CAMERA PRIOR TO ACCEPTANCE. THE SEWER SHALL BE CLEARED OF ALL CONSTRUCTION DEBRIS AND SILT PRIOR TO TELEVISING. THE REPORT ACCOMPANYING THE VIDEO SHALL ACCURATELY STATE STRUCTURE NUMBER, TYPE, PIPE SIZE & LENGTH, AND LOCATION OF ALL SERVICES. ALL DEFECTS IN PIPES AND CONSTRUCTION SHALL BE CALLED OUT. PROVIDE A COPY OF THE TELEVISION TO THE ENGINEER IN A NON-REWRITABLE DVD FORMAT THAT CAN BE PLAYED ON ANY STANDARD DVD PLAYER. ANY DISCREPANCY FOUND IN THE SYSTEM SHALL BE CORRECTED AND RE-TELEVISED PRIOR TO FINAL ACCEPTANCE. THIS WORK SHALL BE INCLUDED IN THE COST OF THE STORM SEWER.

SANITARY SEWER

1) ALL SANITARY SEWER MAIN AND FITTINGS SHALL BE P.V.C. PIPE WITH ELASTOMERIC GASKETS COMPLYING WITH F-477 AND MEET THE FOLLOWING SPECIFICATIONS OR AS APPROVED BY THE CITY ENGINEER.

MATERIAL (8" MIN.)	PIPE SPEC.	JOINT SPEC.
DIP -CLASS 52 (WRAPPED)	ANSI A-21.51	AWE C11 & C600
P.V.C. SDR 21 (< 15") -	ASTM D-2241	ASTM D-3139
P.V.C. PS115 (>15") -	ASTM F-679	ASTM D-3212
P.V.C. C-905 (DR 18 & DR 21 > 14")-	AWWA C905	ASTM D-3139

SDR 26 FOR 3.5' -15' COVER
SDR 21 FOR OVER 15' -20' COVER
SDR 18 FOR OVER 20' COVER
P.V.C. PIPE SHALL UTILIZE ELASTOMERIC GASKETS COMPLYING WITH F-477.

2) WATER MAIN CROSSINGS SHALL CONSIST OF MATERIAL AND JOINTING IN ACCORDANCE WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY PUBLIC WATER SUPPLIES TECHNICAL POLICY STATEMENTS.

3) ALL SANITARY SEWER MAINS SHALL BE TESTED AS REQUIRED BY THE VILLAGE OF BENSENVILLE PRIOR TO ACCEPTANCE.

4) ALL SANITARY SEWER MAINS SHALL BE INSPECTED WITH A VIDEO CAMERA PRIOR TO ACCEPTANCE. THE SEWER SHALL BE CLEARED OF ALL CONSTRUCTION DEBRIS AND SILT PRIOR TO TELEVISING. THE REPORT ACCOMPANYING THE VIDEO SHALL ACCURATELY STATE STRUCTURE NUMBER, TYPE, PIPE SIZE & LENGTH, AND LOCATION OF ALL SERVICES. ALL DEFECTS IN PIPES AND CONSTRUCTION SHALL BE CALLED OUT. PROVIDE A COPY OF THE TELEVISION TO THE ENGINEER IN A NON-REWRITABLE DVD FORMAT THAT CAN BE PLAYED ON ANY STANDARD DVD PLAYER. ANY DISCREPANCY FOUND IN THE SYSTEM SHALL BE CORRECTED AND RE-TELEVISED PRIOR TO FINAL ACCEPTANCE. THIS WORK SHALL BE INCLUDED IN THE COST OF THE SANITARY SEWER.

5) SANITARY SEWER SERVICE LINES WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE 6" DIAMETER WITH A MINIMUM SLOPE OF 1% AND SHALL MATCH MATERIAL SPECIFICATIONS FOR PUBLIC MAIN. A CLEAN-OUT SHALL BE LOCATED ON EVERY SERVICE LINE PER BUILDING DEPARTMENT DIRECTION AND BE INCLUDED IN THE COST OF SANITARY SEWER SERVICES.

6) SANITARY SEWER SERVICES SHALL BE CONNECTED TO THE MAIN BY USE OF APPROVED FITTING. FOR CONNECTIONS TO NEW SEWER MAIN, A MANUFACTURED WYE OR WYE-TEE SHALL BE USED. FOR EXISTING SEWER MAIN, APPROVED SADDLE CONNECTION SHALL BE USED.

7) MANHOLES SHALL UTILIZE A REINFORCED PRECAST MONOLITHIC BOTTOM SECTION WITH INTEGRAL FILLET OR A POURED CONCRETE BENCH AND TROUGH AND SHALL HAVE A SMOOTH FINISH. THE BENCH SHALL BE A MINIMUM HEIGHT OF ONE-HALF OF THE DIAMETER OF THE CONNECTING PIPE AND EXTEND TO THE INSIDE WALLS OF THE MANHOLES. ANY CHANGE IN DIRECTION SHOULD BE MADE WITH THE USE OF ROUNDED TURNS. THE RADIUS OF THE CHANNEL CENTERLINE SHALL BE AT LEAST 1/2 THE INNER DIAMETER OF THE MANHOLE, MIN 2 FEET. SHARP ANGLES WILL NOT BE PERMITTED IN THE REDIRECTION OF SEWER FLOW.

8) WHEN CONNECTING TO AN EXISTING SANITARY SEWER MAIN BY MEANS OTHER THAN AN EXISTING WYE, TEE OR AN EXISTING MANHOLE, ONE OF THE FOLLOWING METHODS SHALL BE USED.

A. WITH A PIPE CUTTER, NEATLY AND CAREFULLY CUT OUT DESIRED LENGTH OF PIPE FOR INSERTION OF PROPER FITTING TO BE HELD FIRMLY IN PLACE USING "BAND-SEAL" OR SIMILAR TYPE COUPLINGS WITH PRIOR APPROVAL FROM THE VILLAGE ENGINEER. IF EXISTING BEDDING IS DISTURBED, CONNECTION SHALL BE SUPPORTED WITH PROPER BEDDING.

9) A FLEXIBLE RUBBER BOOT SHALL BE USED AT ALL CONNECTIONS AND PENETRATIONS INTO PRECAST SANITARY SEWER MANHOLES. CONNECTIONS INTO EXISTING BRICK MANHOLES SHALL UTILIZE BRICK AND HYDRO-CEMENT.

10) WATER MAIN AND SEWER SEPARATION SHALL BE DONE AS SPECIFIED PER SECTION 41-2.01 OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS. LIKEWISE, SANITARY SEWER TESTING SHALL BE DONE AS SPECIFIED PER SECTION 31-1.12 OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS.

CONSTRUCTION NOTES:

1. CONTRACTOR MUST MAINTAIN ONE LANE OF TRAFFIC AT ALL TIMES ON EXISTING ROADWAYS.
2. PAVEMENT REMOVAL AND REPLACEMENT BEYOND THE LIMITS (WHERE SPECIFIED IN THE PLANS AND SPECIFICATIONS) SHALL BE CONSIDERED INCLUDED IN THE COST OF THE CONTRACT.
3. ALL PROPOSED DETECTABLE WARNINGS SHALL BE ARMOR-TILE "BRICK RED" #22144.
4. SIZE, DEPTH, AND LOCATION OF EXISTING UTILITIES TO BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND SHALL BE INCLUDED IN THE COST OF THE CONTRACT. ANY INFORMATION FOUND TO BE DIFFERENT THAN THE PLANS SHALL BE GIVEN TO THE ENGINEER PRIOR TO CONSTRUCTION.
5. ANY REQUIRED DEWATERING OPERATIONS SHALL BE CONSIDERED INCLUDED IN THE COST OF THE CONTRACT.

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VILLAGE OF BENSENVILLE
DUPAGE COUNTY, ILLINOIS

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NO.	DATE	REVISIONS
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BROWNGATE SUBDIVISION
ROADWAY AND WATER MAIN
IMPROVEMENTS

GENERAL NOTES AND
CONSTRUCTION SPECIFICATIONS

DATE: 2023
PROJECT NO: BE2202
FILE: BE2202-COVER
SHEET 2 OF 45

Plotted: January 11, 2024 @ 1:16 PM By: Pamela Whitfield - Tab: 02 Notes 22x34

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WATER MAIN

1) ALL WATER MAINS SHALL BE PRESSURE TESTED PER REQUIREMENTS OF THE VILLAGE OF BENSENVILLE. TEST METHOD SHALL BE A LEAKAGE TEST OF 150 POUNDS PER SQUARE INCH (PSI) HELD FOR 2 HOURS, THE TOTAL LEAKAGE SHALL NOT EXCEED THE ALLOWABLE LEAKAGE REQUIREMENTS OF AWWA C600.

2) WATER LINES 4" AND LARGER MUST BE PRESSURE TESTED AND CHLORINATED FROM THE POINT OF CONNECTION AT THE EXISTING WATER MAIN TO THE VALVE INSIDE THE BUILDING. THE CONTRACTOR SHALL CONTACT WATER DEPARTMENT AT (630) 350-3435 AT LEAST 48 HOURS PRIOR TO MAKING A TAP.

3) PRESSURE TESTING OF WATER MAIN SHALL BE WITNESSED BY THE ENGINEER. THE CONTRACTOR SHALL CONTACT THE ENGINEER 24 HOURS IN ADVANCE TO SCHEDULE ALL TESTING.

4) ALL WATER MAINS SHALL BE CHLORINATED PER THE REQUIREMENTS OF THE VILLAGE OF BENSENVILLE. BACTERIAL TESTS WILL BE PERFORMED BY THE VILLAGE OF BENSENVILLE WATER DEPARTMENT LABORATORY.

5) ALL WATER MAINS TO BE DUCTILE IRON PIPE PER ANSI A21.51 (AWWA C151) (CLASS 52) WITH "PUSH ON" OR MECHANICAL JOINTS AS REQUIRED BY THE WATER DEPARTMENT. ALL BENDS SHALL BE MECHANICAL JOINTS. ALL MECHANICAL JOINTS ARE TO BE MEGA-LUG RESTRAINED WITH COATED STAINLESS STEEL BOLTS. ALL PUSH ON JOINTS SHALL INCORPORATE TWO (2) BRASS WEDGES PER JOINT AND FOUR (4) BRASS WEDGES PER JOINT ON MAIN LARGER THAN 12" DIAMETER. PIPE TO BE CEMENT LINED PER ANSI A21.4 (AWWA C104). ALL WATER MAINS SHALL BE ZINC COATED AND WRAPPED IN MINIMUM 8 MM THICK POLYETHYLENE MATERIAL FOR CORROSION PROTECTION.

6) THE MINIMUM COVER FOR WATER MAIN SHALL BE 5.5 FEET FROM FINISHED GRADE TO TOP OF MAIN. THE MAXIMUM DEPTH OF THE OPERATING NUT OF A VALVE SHALL BE 6.0 FEET FROM FINISHED GRADE UNLESS APPROVED OTHERWISE BY ENGINEER.

7) ALL WATER SERVICES TO BE MINIMUM ONE AND A HALF INCH (1.5"), TYPE "K" COPPER AND SHALL BE A DIRECT TAP. ALL FLARE CONNECTIONS, NO COMPRESSION ALLOWED. CORPORATION STOP COUPLING IS TO BE AT A 45 DEGREE ANGLE UPWARDS OFF THE MAIN. SLEEVES ARE PROHIBITED.

8) ONLY VILLAGE OF BENSENVILLE WATER DEPARTMENT PERSONNEL SHALL OPERATE ALL MAIN VALVES AND HYDRANTS.

9) HYDRANTS SHALL BE MUELLER SUPER CENTURION 250 MODEL A-423, WITH AUXILIARY VALVE, INSTALLED PLUMB, AND PAINTED INTERNATIONAL RED PER VILLAGE REQUIREMENTS (AVAILABLE UPON REQUEST). ANY DEVIATION FROM THESE SPECIFICATIONS MUST RECEIVE WRITTEN APPROVAL FROM THE VILLAGE OF BENSENVILLE WATER DEPARTMENT OR ITS REPRESENTATIVES.

10) HYDRANTS SHALL INCORPORATE NO PARTS REQUIRING FIELD ADJUSTMENT, AND SHALL PLACE THE NOZZLE 18"-24" ABOVE THE HYDRANT GROUND LINE TO FULLY COMPLY WITH THE NATIONAL FIRE PROTECTION ASSOCIATION, FIRE PROTECTION HANDBOOK, 13TH EDITION.

11) ALL VALVES ON MAIN UNDER 16" DIAMETER TO BE GATE VALVES WITH STAINLESS STEEL HARDWARE, AND ANY VALVES ON MAIN 16" IN DIAMETER OR GREATER SHALL BE BUTTERFLY VALVES. ALL VALVE SHALL HAVE A 2" SQUARE NUT AND OPEN TO THE LEFT. ALL TAPPING SLEEVES SHALL BE STAINLESS STEEL.

12) ALL VALVES SHALL BE AMERICAN FLOW CONTROL SERIES 2500-1 DUCTILE IRON RESILIENT WEDGE GATE VALVES RATED FOR 250 PSI COLD WATER WORKING PRESSURE WITH STAINLESS STEEL HARDWARE. ALL VALVES SHALL HAVE AN OPERATING NUT MADE OF DUCTILE IRON THAT HAS FOUR FLATS AT THE STEM CONNECTION TO ASSURE EVEN TORQUE INPUT ON THE STEM DURING OPENING AND EXERCISING. THE VALVES SHALL HAVE FACTORY INSTALLED 304 STAINLESS STEEL EXTERIOR BOLTING. ALL BOLTS TO BE NO SMALLER THAN 5/8" DIAMETER. METRIC SIZE AND SOCKET HEAD CAP SCREW ARE NOT ALLOWED. VALVES 18" AND LARGER SHALL HAVE AN ENCLOSED GEAR CASE. DESIGN SHALL BE OF THE BEVEL OR SPUR TYPE DEPENDANT UPON THE INSTALLATION CONDITIONS OF THE VALVE. ALL TAPPING SLEEVES SHALL BE STAINLESS STEEL.

ANSI/AWWA C651-99 SECTION 4.7 DISINFECTION PROCEDURES WHEN CUTTING INTO OR REPAIRING EXISTING MAINS.

THE FOLLOWING PROCEDURES APPLY PRIMARILY WHEN EXISTING MAINS ARE WHOLLY OR PARTIALLY DEWATERED. AFTER THE APPROPRIATE PROCEDURES HAVE BEEN COMPLETED, THE EXISTING MAIN MAY BE RETURNED TO SERVICE PRIOR TO COMPLETION OF BACTERIOLOGICAL TESTING IN ORDER TO MINIMIZE THE TIME CUSTOMERS ARE OUT OF WATER. LEAKS OR BREAKS THAT ARE REPAIRED WITH CLAMPING DEVICES WHILE THE MAINS REMAIN FULL OF PRESSURIZED WATER PRESENT LITTLE DANGER OF CONTAMINATION AND THEREFORE MAY NOT REQUIRE DISINFECTION

SEC. 4.7.1 TRENCH TREATMENT

WHEN AN EXISTING MAIN IS OPENED, EITHER BY ACCIDENT OR BY DESIGN, THE EXCAVATION WILL LIKELY BE WET AND MAY BE BADLY CONTAMINATED FROM NEARBY SEWERS. LIBERAL QUANTITIES OF HYPOCHLORITE APPLIED TO OPEN TRENCH AREAS WILL LESSEN THE DANGER FROM SUCH POLLUTION. TABLETS HAVE THE ADVANTAGE IN THIS SITUATION, BECAUSE THEY DISSOLVE SLOWLY AND CONTINUE TO RELEASE HYPOCHLORITE AS WATER IS PUMPED FROM THE EXCAVATION.

SEC. 4.7.2 SWABBING WITH HYPOCHLORITE SOLUTION

THE INTERIOR OF ALL PIPE AND FITTINGS (PARTICULARLY COUPLINGS AND SLEEVES) USED IN MAKING THE REPAIR SHALL BE SWABBED OR SPRAYED WITH A 1 PERCENT HYPOCHLORITE SOLUTION BEFORE THEY ARE INSTALLED.

SEC. 4.7.3 FLUSHING

THOROUGH FLUSHING IS THE MOST PRACTICAL MEANS OF REMOVING CONTAMINATION INTRODUCED DURING REPAIRS. IF VALVE AND HYDRANT LOCATIONS PERMIT, FLUSHING TOWARD THE WORK LOCATION FROM BOTH DIRECTIONS IS RECOMMENDED. FLUSHING SHALL BE STARTED AS SOON AS THE REPAIRS ARE COMPLETED AND SHALL BE CONTINUED UNTIL DISCOLORED WATER IS ELIMINATED.

SEC. 4.7.4 SLUG CHLORINATION

WHERE PRACTICAL, IN ADDITION TO THE PROCEDURES PREVIOUSLY DESCRIBED, THE SECTION OF MAIN IN WHICH THE BREAK IS LOCATED SHALL BE ISOLATED, ALL SERVICE CONNECTIONS SHUT OFF, AND THE SECTION FLUSHED AND CHLORINATED AS DESCRIBED IN SEC. 4.4.4. THE DOSE MAY BE INCREASED TO AS MUCH AS 300 MG/L AND THE CONTACT TIME REDUCED TO AS LITTLE AS 15 MIN. AFTER CHLORINATION, FLUSHING SHALL BE RESUMED AND CONTINUED UNTIL DISCOLORED WATER IS ELIMINATED AND THE CHLORINE CONCENTRATION IN THE WATER EXITING THE MAIN IS NO HIGHER THAN THE PREVAILING WATER IN THE DISTRIBUTION SYSTEM OR THAT WHICH IS ACCEPTABLE FOR DOMESTIC USE.

SEC. 4.7.5 BACTERIOLOGICAL SAMPLES

BACTERIOLOGICAL SAMPLES SHALL BE TAKEN AFTER REPAIRS ARE COMPLETED TO PROVIDE A RECORD FOR DETERMINING THE PROCEDURE'S EFFECTIVENESS. IF THE DIRECTION OF FLOW IS UNKNOWN, THEN SAMPLES SHALL BE TAKEN ON EACH SIDE OF THE MAIN BREAK. IF POSITIVE BACTERIOLOGICAL SAMPLES ARE RECORDED, THEN THE SITUATION SHALL BE EVALUATED BY THE PURCHASER WHO CAN DETERMINE CORRECTIVE ACTION. DAILY SAMPLING SHALL BE CONTINUED UNTIL TWO CONSECUTIVE NEGATIVE SAMPLES ARE RECORDED.

EARTHWORK/EROSION CONTROL

1) ALL EROSION CONTROL WORK SHALL COMPLY WITH DUPAGE COUNTY STORM WATER MANAGEMENT ORDINANCE AND TECHNICAL MANUAL AS AMENDED BY THE VILLAGE OF BENSENVILLE AND PER THE LATEST ADDITION OF THE ILLINOIS URBAN MANUAL.

2) STRIPPING OF VEGETATION, GRADING OR OTHER SOIL DISTURBANCE, ESPECIALLY IN DESIGNATED WETLAND AREAS SHALL BE DONE IN A MANNER WHICH WILL MINIMIZE SOIL EROSION, AND SHALL BE IN ACCORDANCE WITH THE APPROVED DRAWINGS, MITIGATION AND PERMIT REQUIREMENTS.

3) THE EXTENT OF THE EXPOSED AREA AND DURATION OF EXPOSURE SHALL BE KEPT WITHIN PRACTICAL LIMITS AS DIRECTED BY THE VILLAGE ENGINEER.

4) SEDIMENT SHALL BE RETAINED ON SITE. EROSION CONTROL DEVICES SHALL BE INSTALLED ALONG THE PERIMETER OF ALL RE-GRADED AREAS OR AS REQUIRED TO PREVENT SEDIMENT FROM ENTERING AND/OR LEAVING THE SITE.

5) DUST PRODUCED FROM THE SITE SHALL BE KEPT TO A MINIMUM.

6) ALL MUD SHALL BE REMOVED FROM ALL VEHICLES BEFORE LEAVING THE SITE AND THE ROADS SHALL BE KEPT CLEAN AND CLEAR OF MUD AND DEBRIS AT ALL TIMES.

7) CULVERTS AND DRAINAGE DITCHES SHALL BE KEPT CLEAN AND CLEAR OF OBSTRUCTIONS.

8) THE CONTRACTOR SHALL MAINTAIN EXISTING POSITIVE DRAINAGE FROM OFF-SITE AT ALL TIMES.

PAVING

1) HOT-MIX ASPHALT MATERIALS SHALL BE AS SPECIFIED IN THE PLANS (MIXTURES REQUIREMENTS TABLE) AND AS DETAILED IN THE SPECIFICATIONS. ALL MIX DESIGNS SHALL BE SUBMITTED TO THE VILLAGE FOR APPROVAL PRIOR TO PLACEMENT.

2) CURING COMPOUND SHALL BE APPLIED AFTER FINISHING. WINTER PROTECTION PER IDOT SPECIFICATIONS SHALL BE PROVIDED. IF PAVED AFTER OCTOBER 1. THE CURING COMPOUND SHALL CONTAIN 25% SEALER. BACKFILLING OF CURB OR PAVING ADJACENT TO CURB SHALL NOT COMMENCE WITHIN 72 HOURS OF CURB PLACEMENT. LOCATIONS OF WATER AND SEWER SERVICE LINES SHALL BE CLEARLY MARKED ON ALL NEW CURBS. TESTING OF CURB SHALL BE PER I.D.O.T. STANDARD. RESULTS SHALL BE PROVIDED TO THE ENGINEER WITHIN 48 HOURS OF TESTING.

3) A 1/2" FIBER EXPANSION JOINT SHALL BE INSTALLED WHEN THE CURB ABUTS A SIDEWALK OR EXISTING CURB. FIBER EXPANSION JOINTS SHALL BE EXCLUDED AT HANDICAP RAMPS ABUTTING CURB.

4) CURB AND GUTTER AND BARRIER CURB SHALL HAVE SAWED CONTRACTION JOINTS AT MAXIMUM INTERVALS OF TEN (10) FEET. A 1/2" FIBER EXPANSION JOINT SHALL BE INSTALLED AT A MAXIMUM INTERVAL OF FIFTY (50) FEET. A 1/2" FIBER EXPANSION JOINT SHALL BE USED AT 5 FEET ON BOTH SIDE OF A CURB LINE STRUCTURE. TWO 18" LONG, 1" DIAMETER SMOOTH STEEL DOWEL BARS WITH GREASED CAPS SHALL BE USED AT EXPANSION JOINTS.

5) THE BASE COURSE SHALL BE CLEANED AND PRIMED AT THE RATE OF 0.25 TO 0.50 GALLONS PER SQUARE YARD WITH LIQUID ASPHALT CONFORMING TO I.D.O.T. STANDARDS AND SHALL BE APPROPRIATE FOR PREVAILING WEATHER CONDITIONS.

6) PRIOR TO PLACEMENT OF ANY PUBLIC PAVEMENT INCLUDING CURBS, THE SUBGRADE AND SUBBASE SHALL BE PROOF ROLLED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK (MINIMUM 20 TONS). PROOF ROLLING SHALL BE WITNESSED BY THE MATERIALS CONSULTANT AND THE ENGINEERING INSPECTOR. THE DENSITY OF THE SUBBASE MATERIAL AND BITUMINOUS MATERIALS SHALL BE TESTED BY THE MATERIALS CONSULTANT. PROVIDE A COPY OF THE TEST RESULTS TO THE VILLAGE ENGINEER WITHIN 48 HOURS OF TESTING.

7) STRUCTURES WITHIN PAVEMENT AREAS SHALL BE PLATED DURING PAVING OPERATIONS (BINDER). ALL EXISTING STRUCTURES (MANHOLES, CATCH BASINS, VALVE BOXES, ETC.) SHALL BE ADJUSTED TO MEET THE FINAL PAVEMENT OR GROUND SURFACE ELEVATION AS REQUIRED PRIOR TO PAVING OF SURFACE COURSE.

8) REMOVAL OF ALL PAVEMENT, SIDEWALK AND/OR CURB SHALL BE ACCOMPLISHED BY SAW CUTTING IN ACCORDANCE WITH I.D.O.T. STANDARD SPECIFICATIONS AND BE CONSIDERED INCLUDED IN THE COST OF THE CONTRACT.

9) ALL SAWCUTS RELATED TO ANY REMOVAL ITEMS SHALL BE CONSIDERED INCLUDED IN THE COST OF THE CONTRACT.

10) SAW CUTTING OF EXISTING CURB HEAD TO PROVIDE DEPRESSED CURB AT ENTRANCES IS PROHIBITED. THE CONTRACTOR SHALL SAW CUT EXISTING CURB AT LIMITS OF WORK AND REPLACED WITH DEPRESSED CURB AT ALL ENTRANCES. DRILL AND DOWEL ALL NEW CURB INCLUDING DEPRESSED CURB TO EXISTING CURB AS REQUIRED.

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VILLAGE OF BENSENVILLE
DUPAGE COUNTY, ILLINOIS

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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

BROWNGATE SUBDIVISION
ROADWAY AND WATER MAIN IMPROVEMENTS

GENERAL NOTES AND CONSTRUCTION SPECIFICATIONS

DATE: 2023
PROJECT NO: BE2202
FILE: BE2202-COVER
SHEET 3 OF 45

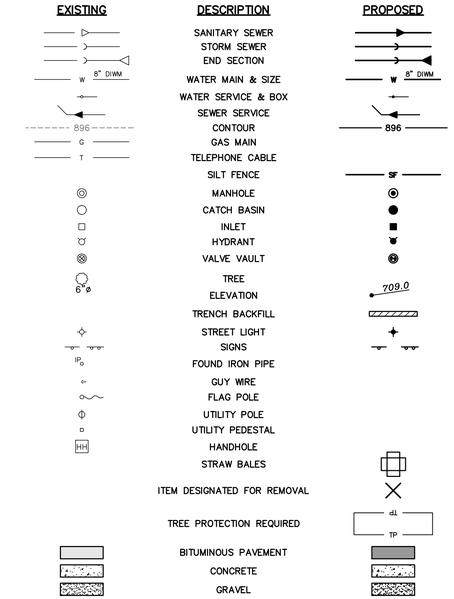
Plotted: January 11, 2024 @ 1:16 PM By: Pamela Whitfield - Tab: 03 Notes 22x34

Path:H:\SDSKPROJ\BE_BENSENVILLE\2022\BE2202\DWG-FINAL_ENG\BE2202-COVER

SUMMARY OF QUANTITIES - BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

ITEM NO.	ITEM	UNIT	QUANTITY
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	250
2	PREPARATION OF BASE	SY	5,014
3	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	750
4	PARKWAY RESTORATION	SY	2,730
5	RESTORATION	SY	2,164
6	PERIMETER EROSION BARRIER	LF	1,438
7	SUPPLEMENTAL WATERING	UNIT	40
8	INLET & PIPE PROTECTION	EACH	25
9	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	79
10	MAILBOX REMOVAL AND RESET WITH NEW POST	EACH	28
11	AGGREGATE BASE COURSE, TYPE B 4"	SY	229
12	AGGREGATE BASE COURSE REPAIR	TON	500
13	AGGREGATE SUBGRADE IMPROVEMENTS	CY	250
14	HOT-MIX ASPHALT BINDER COURSE, IL 19.0	TON	1,138
15	HOT-MIX ASPHALT SURFACE REMOVAL, BUTT-JOINT	SY	63
16	HOT-MIX ASPHALT SURFACE COURSE, MIX D	TON	569
17	BITUMINOUS MATERIAL, TACK COAT	LBS	1,150
18	BITUMINOUS MATERIAL, PRIME COAT	LBS	1,150
19	CLASS D PATCH, 6-INCH	SY	3
20	PCC SIDEWALK, 5-INCH	SF	11,823
21	SIDEWALK REMOVAL	SF	10,285
22	DETECTABLE WARNINGS	SF	100
23	HOT-MIX ASPHALT PAVEMENT REMOVAL (VARIABLE DEPTH)	SY	5,014
24	COMBINATION CONCRETE C&G REMOVAL	LF	3,284
25	COMBINATION CONCRETE C&G, TY B4.12	LF	3,264
26	COMBINATION CONCRETE C&G, TY M3.12	LF	20
27	THERMOPLASTIC PAVEMENT MARKING LINE, 6-IN WHITE	LF	400
28	THERMOPLASTIC PAVEMENT MARKING LINE, 24-IN WHITE	LF	200
29	HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SY	194
30	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SY	365
31	BRICK DRIVEWAY REMOVAL AND REINSTALLATION	SF	30
32	CATCH BASIN TY A, 4' DIA, TY 11 FRAME AND GRATE	EACH	12
33	MANHOLES, TY A, 4' DIA, TY 1 FRAME, CLOSED LID	EACH	1
34	MANHOLES, TY A, 5' DIA, TY 1 FRAME, CLOSED LID	EACH	6
35	MANHOLES, TY A, 6' DIA, TY 1 FRAME, CLOSED LID	EACH	3
36	MANHOLES, TY A, 7' DIA, TY 1 FRAME, CLOSED LID	EACH	1
37	INLET, TY A, TY 11 FRAME AND GRATE	EACH	11
38	STORM SEWER, CLASS B, TYPE 2, 12" RCP	LF	767
39	STORM SEWER, CLASS B, TYPE 2, 15" RCP	LF	571
40	STORM SEWER, CLASS B, TYPE 2, 18" RCP	LF	139
41	STORM SEWER, CLASS B, TYPE 2, 21" RCP	LF	96
42	STORM SEWER, CLASS B, TYPE 2, 24" RCP	LF	341
43	STORM SEWER, CLASS B, TYPE 2, 36" RCP	LF	1,050
44	CONNECTION TO EXISTING STORM SEWER	EACH	2
45	WATER MAIN, 8-INCH D.I.P., CLASS 52, WITH POLYETHYLENE WRAP	LF	1,830
46	WATER MAIN, 12-INCH D.I.P., CLASS 52, WITH POLYETHYLENE WRAP	LF	21
47	WATER SERVICE LINE, 1-INCH TYPE K COPPER	FOOT	695
48	WATER SERVICE LINE, 2-INCH TYPE K COPPER	FOOT	85
49	WATER SERVICE LINE, 3-INCH TYPE K COPPER	FOOT	35
50	WATER SERVICE CONNECTION	EACH	30
51	GATE VALVE & VALVE VAULT, 8-INCH (RESILIENT SEAT) IN 48-INCH VAULT	EACH	7
52	GATE VALVE & VALVE VAULT, 12-INCH (RESILIENT SEAT) IN 60-INCH VAULT	EACH	3
53	VALVE VAULT TO BE ABANDONED	EACH	5
54	VALVE BOX TO BE ABANDONED	EACH	2
55	FIRE HYDRANT ASSEMBLY, 6-INCH MJ	EACH	5
56	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	5
57	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 12-INCH	EACH	1
58	CONNECTION TO EXISTING WATER MAIN (PRESSURE), 6-INCH	EACH	1
59	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 6-INCH	EACH	1
60	DISCONNECT AND ABANDON EXISTING WATER MAIN, 6"	EACH	2
61	DUCTILE IRON FITTINGS	LB	2,703
62	FIELD LOK GASKET, 12"	EACH	3
63	FIELD LOK GASKET, 8"	EACH	7
64	FIELD LOK GASKET, 6"	EACH	5
65	HYDROSTATIC TESTS AND DISINFECTION OF THE WATER MAIN	LS	1
66	REMOVE, SALVAGE, AND REINSTALL EXISTING SIGN	EACH	10
67	MOBILIZATION	LS	1
68	TRAFFIC CONTROL AND PROTECTION	LS	1
69	CONSTRUCTION LAYOUT	LS	1
70	DUST CONTROL WATERING	UNIT	32
71	NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - TYPE 1	CY	50
72	NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - TYPE 2	CY	50
73	EXPLORATORY EXCAVATION	EACH	10
74	FUNDING SIGN	EACH	1
75	ALLOWANCE - ITEMS ORDERED BY ENGINEER	UNIT	25,000

LEGEND



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NO.	DATE	REVISIONS
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BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

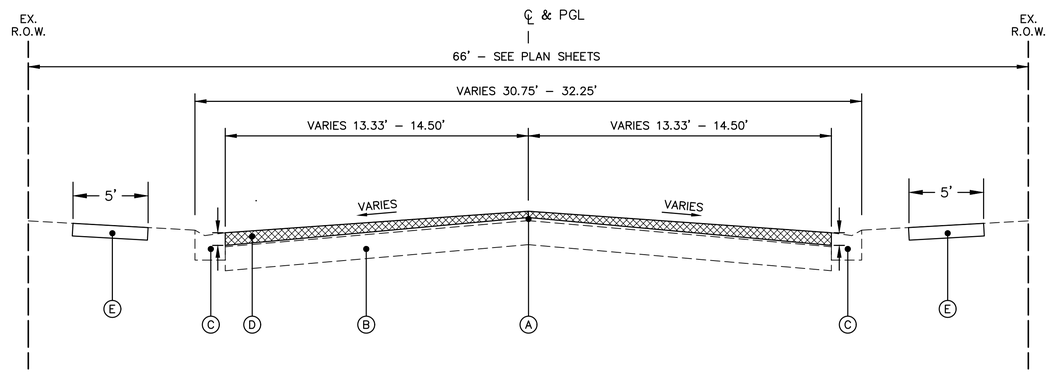
SUMMARY OF QUANTITIES AND LEGEND

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-COVER
SHEET 4 OF 45

Plotted: January 11, 2024 @ 1:16 PM By: Pamela Whitfield - Tab: 04 SOQ 22x34
PATH: H:\SUSPROJ\BE_BENSENVILLE\2022\BE2202\DWG FINAL ENG\BE2202-COVER

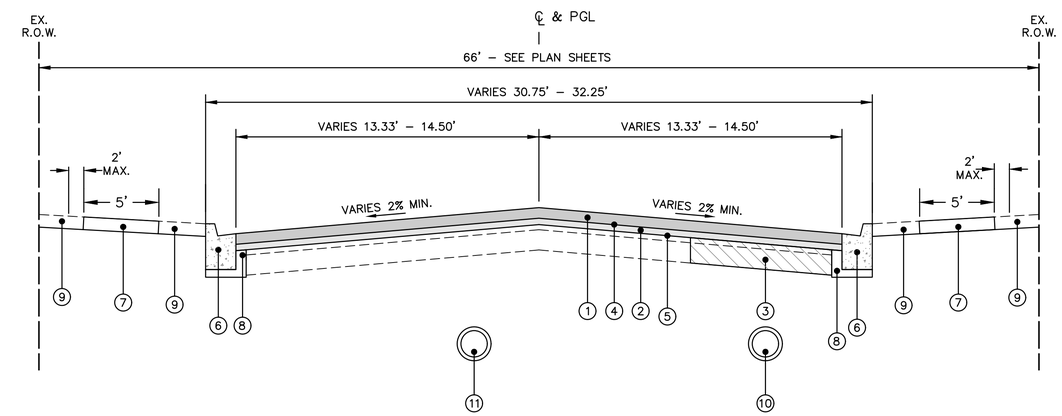
EXISTING SECTION - VARIABLE DEPTH

GREEN VALLEY ST, KEVYN LN, STONEHAM ST, FRANZEN ST



PROPOSED SECTION - VARIABLE DEPTH

GREEN VALLEY ST, KEVYN LN, STONEHAM ST, FRANZEN ST



LEGEND

- (A) EXISTING HOT–MIX ASPHALT SURFACE
- (B) EXISTING AGGREGATE BASE OR OTHER BASE
- (C) EXISTING COMBINATION CONCRETE CURB & GUTTER, MOUNTABLE
- (D) HOT–MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH
- (E) EXISTING PORTLAND CEMENT CONCRETE SIDEWALK

** SEE PLAN SHEETS FOR AREAS OF CURB & GUTTER REPLACEMENT

- (1) HOT–MIX ASPHALT SURFACE COURSE, IL–9.5, MIX "D", N50, 2"
- (2) HOT–MIX ASPHALT BINDER COURSE, IL– 19.0, N50, 4"
- (3) UNDERCUTS (AS NEEDED)
- (4) BITUMINOUS MATERIALS (TACK COAT)
- (5) BITUMINOUS MATERIALS (PRIME COAT)
- (6) COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT WITH B4.12
- (7) PORTLAND CEMENT CONCRETE SIDEWALK, 5"
- (8) BACKFILLING OF COMBINATION CONCRETE CURB & GUTTER
- (9) RESTORATION (AS NEEDED)
- (10) PROPOSED DUCTILE IRON WATERMAIN
- (11) PROPOSED RCP STORM SEWER

HOT-MIX ASPHALT MIXTURE REQUIREMENTS

OPERATION	PAY ITEM DESCRIPTION	VOIDS & DESIGN GYRATIONS
RESURFACING	HOT–MIX ASPHALT BINDER COURSE, IL–19.0, 4"	4% @ 50 GYR.
	HOT–MIX ASPHALT SURFACE COURSE, IL–9.5 MIX "D", N50, 2"	4% @ 50 GYR.
PATCHING	CLASS D PATCH, 6" (HOT–MIX ASPHALT BINDER COURSE, IL–19.0, N70, 4")	4% @ 50 GYR.
DRIVEWAYS (IF NECCESSARY)	HOT–MIX ASPHALT BINDER COURSE, IL–19.0, 3" HOT–MIX ASPHALT SURFACE COURSE, IL–9.5, MIX "D", N50, 2"	4% @ 50 GYR.

THE UNIT WEIGHT USED TO CALCULATE ALL HMA SURFACE MIXTURE QUANTITIES IS 112 LBS/SQ YD/INCH.

THE "AC TYPE" FOR POLYMERIZED HMA MIXES SHALL BE "SBS/SBR PG 76–22" AND FOR NON–POLYMERIZED HMA THE "AC TYPE" SHALL BE "PG 64–22" UNLESS MODIFIED BY DISTRICT ONE SPECIAL PROVISIONS.

FOR USE OF RECYCLED MATERIALS SEE SPECIAL PROVISIONS

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DUPAGE COUNTY, ILLINOIS

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BROWNGATE SUBDIVISION
ROADWAY AND WATER MAIN
IMPROVEMENTS

TYPICAL CROSS SECTIONS

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202–COVER
SHEET 5 OF 45

Plotted: January 11, 2024 @ 1:16 PM By: Pamela Whitfield – Tab: 05 TypSec 22x34

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STORMWATER POLLUTION PREVENTION PLAN

A COPY OF THIS PLAN, ALONG WITH ALL INSPECTION REPORTS, WILL BE KEPT AT THE SITE AT ALL TIMES. THE PERMITTEE SHALL RETAIN COPIES OF STORMWATER POLLUTION PREVENTION PLANS AND ALL REPORTS AND NOTICES REQUIRED BY THIS PERMIT FOR A PERIOD OF AT LEAST THREE YEARS FROM THE DATE THE PERMIT COVERAGE EXPIRES OR IS TERMINATED.

SITE DESCRIPTION:

PROJECT NAME AND LOCATION:
BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

GREEN VALLEY ST FROM MARSHALL RD EAST TO END OF ROW, KEVYN LN FROM GREEN VALLEY ST TO STONEHAM ST, STONEHAM ST FROM KEVYN LN TO FRANZEN ST, AND FRANZEN ST FROM STONEHAM ST TO END OF ROW

PROJECT DESCRIPTION:

THE REPLACEMENT OF WATER MAIN, INSTALLATION OF STORM SEWER, AND PAVEMENT RESURFACING

TOTAL SITE AREA = 3.2 ACRES (ROW TO ROW)
TOTAL AREA DISTURBED = 3.2 ACRES

RUNOFF COEFFICIENT WILL REMAIN THE SAME FOLLOWING THE CONSTRUCTION OF THE IMPROVEMENTS

SOILS: 805B – ORTHENTS, CLAYEY, UNDULATING
854B – MARKHAM–ASHKUM–BEECHER COMPLEX

RECEIVING WATERS: BENSENVILLE DITCH TO SILVER CREEK
WILLOW CREEK SOUTH BRANCH

EXISTING SITE CONDITIONS: SINGLE FAMILY RESIDENTIAL SUBDIVISION

ADJACENT/OFFSITE AREAS: PARCELS NORTHEAST OF FRANZEN ST AND MOHAWK SCHOOL PROPERTY EAST OF GREEN VALLEY ST

EROSION AND SEDIMENT CONTROLS

REFER TO THE PLAN AND PROFILE SHEETS OF THE IMPROVEMENT PLANS FOR BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS AND THIS SWPPP.

STABILIZATION PRACTICES:

EXISTING VEGETATION SHALL BE PROTECTED AS MUCH AS POSSIBLE
EXISTING TREES SHALL BE PROTECTED PRIOR TO CONSTRUCTION UNLESS OTHERWISE DESIGNATED FOR REMOVAL
TEMPORARY SEEDING AND MULCHING SHALL OCCUR WITHIN 7 DAYS FOLLOWING THE COMPLETION OF ANY LAND DISTURBING ACTIVITIES.
EROSION CONTROL BLANKETS SHALL BE INSTALLED DURING FINAL RESTORATION OR IMMEDIATELY FOLLOWING THE SEEDING OF SLOPES 6:1 OR GREATER.

STRUCTURAL PRACTICES:

SILT FENCE SHALL BE INSTALLED AS DEPICTED IN THE IMPROVEMENT PLANS AND AS DIRECTED BY THE VILLAGE/ENGINEER.
INLET FILTERS SHALL BE INSTALLED IN EXISTING DRAINAGE STRUCTURES PRIOR TO ANY GROUND DISTURBING ACTIVITIES IN ITS TRIBUTARY DRAINAGE AREA.

STORM WATER MANAGEMENT

REFER TO THE PLAN AND PROFILE SHEETS OF THE IMPROVEMENT PLANS FOR BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS AND THIS SWPPP.

RUNOFF:

THE RESIDENTIAL LOTS GENERALLY PROMOTE OVERLAND SHEET FLOW TO THE ROADWAY IN FRONT OF THE LOTS. THE RUNOFF EVENTUALLY DRAINS TO EITHER THE EXISTING STORM SEWER AND STRUCTURES IN FRANZEN ST VIA THE CURB AND GUTTER OR TO THE EMPTY MOHAWK SCHOOL PROPERTY EAST OF GREEN VALLEY ST. THESE FLOW PATTERNS WILL NOT BE ALTERED AS A RESULT OF CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN AN OUTLET FOR THE OVERLAND FLOW ROUTES DURING CONSTRUCTION OF THE IMPROVEMENTS.

WASTE DISPOSAL

ALL WASTES COMPOSED OF BUILDING MATERIALS MUST BE REMOVED FROM THE SITE FOR DISPOSAL IN PERMITTED DISPOSAL FACILITIES. THE PROJECT SITE WILL BE KEPT CLEAR OF ALL HUMAN AND CONSTRUCTION DEBRIS. NO BUILDING MATERIALS, GAS OR OIL SHALL BE BURIED, DUMPED, OR DISCHARGED AT THE SITE. A SECURELY LIDDED DUMPSTER WILL BE PROVIDED FOR STANDARD SOLID WASTE.

HAZARDOUS WASTE WILL BE DISPOSED OF AS SPECIFIED BY THE VILLAGE OF BENSENVILLE AND DUPAGE COUNTY, THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, OR THE MANUFACTURER OF THE MATERIAL, WHICH EVER IS STRICTER. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES AND THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR THE PROPER DISPOSAL OF ALL HAZARDOUS WASTE PRODUCED AS A PART OF THIS CONSTRUCTION PROJECT.

SANITARY WASTE WILL BE COLLECTED IN PORTABLE UNITS AND DRAINED AS SPECIFIED BY THE VILLAGE OF BENSENVILLE.

ANY SPILLED OIL, GAS, OR OTHER CONSTRUCTION MATERIAL WILL BE CONTAINED AND CLEANED IMMEDIATELY. CONTAMINATED SOIL WILL BE DISPOSED OF IN AN APPROVED MANNER AT A LICENSED LANDFILL.

A SINGLE CONCRETE WASHOUT AREA WILL BE DESIGNATED BY THE CONTRACTOR FOR USE DURING THE DURATION OF THE PROJECT. THE WASHOUT AREA WILL BE DUG OUT OR BERMED UP TO CONTAIN ALL WASHOUT MATERIAL. ALL AFFECTED SOILS AND CONCRETE SPOILS WILL BE REMOVED FROM THE SITE UPON COMPLETION OF THE CONCRETE PLACEMENT ACTIVITIES.

OTHER REQUIREMENTS

THE VILLAGE OF BENSENVILLE SUBDIVISION REGULATIONS AND THE DUPAGE COUNTY STORMWATER MANAGEMENT ORDINANCE WILL GOVERN ALL EROSION CONTROL AND STORMWATER MANAGEMENT OPERATIONS.

THE ENGINEER WILL PROVIDE PERIODIC REVIEWS OF THE EROSION CONTROL MEASURES.

IF ANY SITE AREA IS TO REMAIN DISTURBED FOR OVER 14 DAYS THEN 7 DAYS AFTER THE LAST DISTURBANCE THE CONTRACTOR MUST INITIATE STABILIZATION MEASURES.

NO FUEL OR OIL WILL BE STORED ON–SITE WITHOUT PROPER CONTAINMENT AND WRITTEN PERMISSION FROM DUPAGE COUNTY OR THE VILLAGE OF BENSENVILLE.

THE CONTRACTOR WILL PREVENT OFF–SITE TRACKING OF SEDIMENTS. ANY SEDIMENT LEFT ON THE PUBLIC ROADWAY WILL BE CLEANED OFF EVERY NIGHT.

DUST CONTROL, IF DEEMED NECESSARY BY THE VILLAGE OR ENGINEER, WILL BE DONE BY MEANS OF A WATER TRUCK SPRAYING WATER ON THE SURFACE OF THE SITE.

NON–STORMWATER DISCHARGES

IT IS EXPECTED THAT THE FOLLOWING NON–STORMWATER DISCHARGES WILL OCCUR FROM THIS SITE DURING THE CONSTRUCTION PERIOD:

- WATER FROM WATER MAIN AND FIRE HYDRANT FLUSHING.
- PAVEMENT WASH WATERS (WHERE NO SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE OCCURRED)
- UNCONTAMINATED GROUND AND SURFACE WATER FROM DEWATERING EXCAVATIONS AND DETENTION BASINS
- DUST CONTROL WATER

ALL NON–STORMWATER DISCHARGES WILL BE DIRECTED TO THE EXISTING STORM SEWER.

BROWNGATE SUBDIVISION ROADWAY AND
WATER MAIN IMPROVEMENTS
GENERAL SCHEDULE OF CONSTRUCTION
PER LOCATION OR SEGMENT

1. TEMPORARILY SHUT DOWN NECESSARY SECTION OF EXISTING WATER MAIN
2. COMPLETE PROPOSED CONNECTION UP TO PROPOSED VALVE VAULT
3. RE–ENERGIZE MAIN FOLLOWING DISINFECTION GUIDELINES
4. CONTINUE AND COMPLETE WATER MAIN INSTALLATION AT THAT LOCATION
5. PRESSURE TEST AND CHLORINATE NEW MAIN.
6. ENERGIZE NEW MAIN ONCE OPERATION PERMIT ISSUED
7. CONNECT NEW WATER SERVICES TO NEW MAIN
8. DISCONNECTION, PLUG/CAP, AND ABANDON EXISTING MAIN AS DIRECTED
9. RESTORE ALL DISTURBED AREAS
10. RESURFACE ROADWAYS

MAINTENANCE AND INSPECTION PROCEDURES

THE GENERAL CONTRACTOR FOR THIS PROJECT IS RESPONSIBLE FOR MAINTAINING THE EROSION AND SEDIMENT CONTROL MEASURES IN GOOD AND EFFECTIVE OPERATING CONDITIONS.

THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL REGULAR INSPECTIONS REQUIRED BY THE NPDES GENERAL PERMIT ILR 10 INCLUDING RECORDING AND KEEPING A RECORD OF EACH INSPECTION. THIS PROCESS WILL CONTINUE UNTIL FINAL STABILIZATION IS ACHIEVED AND A NOTICE OF TERMINATION IS RECEIVED BY THE OWNER. INSPECTIONS WILL BE PERFORMED AND RECORDED BY QUALIFIED INDIVIDUALS TRAINED BY THE GENERAL CONTRACTOR AT LEAST ONCE EVERY WEEK AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER.

DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING.

BASED ON THE RESULTS OF THE INSPECTIONS, MODIFICATIONS NECESSARY SHALL BE IMPLEMENTED WITHIN 7 DAYS OF THE INSPECTION.

ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER. ANY NECESSARY REPAIRS WILL BE INITIATED IMMEDIATELY.

SEDIMENT BUILDUP WILL BE REMOVED FROM SILT FENCES WHEN IT HAS REACHED 1/3 THE HEIGHT OF THE FABRIC.

SEDIMENT BUILDUP WILL BE REMOVED FROM OTHER EROSION CONTROLS AS NEEDED TO MAINTAIN STORMWATER FLOW THROUGH THE SITE AND AVOID SEDIMENT FROM BYPASSING THE EROSION CONTROLS.

EROSION CONTROL MEASURES WILL BE REPAIRED, MAINTAINED, OR INCREASED AT THE DIRECTION OF DUPAGE COUNTY, THE VILLAGE OF BENSENVILLE OR ENGINEERING ENTERPRISES, INC.

A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. THE REPORT SHALL SUMMARIZE THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE STORMWATER POLLUTION PREVENTION PLAN, AND ACTIONS TAKEN TO SOLVE ANY PROBLEMS OBSERVED. THE INSPECTION REPORT SHALL BE SIGNED BY A QUALIFIED INDIVIDUAL PER NPDES GENERAL PERMIT NO. 2.

INSPECTION REPORTS SHALL BE RETAINED AS A PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS AFTER FINAL STABILIZATION AND A NOTICE OF DISCONTINUATION HAS BEEN SUBMITTED TO THE DEPARTMENT.

CONTRACTOR'S CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (ILR10) THAT AUTHORIZES THE STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS A PART OF THIS CERTIFICATION.

GENERAL CONTRACTOR

_____
COMPANY NAME

_____
COMPANY ADDRESS

_____
COMPANY PHONE NUMBER

_____
PRINTED NAME AND TITLE

_____
SIGNATURE

_____
DATE

SUB–CONTRACTOR #1

_____
SUB–CONTRACTORS RESPONSIBILITY

_____
COMPANY NAME

_____
COMPANY ADDRESS

_____
COMPANY PHONE NUMBER

_____
PRINTED NAME AND TITLE

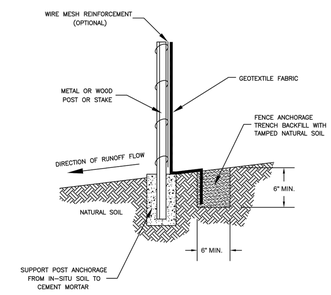
_____
SIGNATURE

_____
DATE

USE ADDITIONAL SHEETS FOR ADDITIONAL SUB–CONTRACTORS. EACH SHEET WILL HAVE THE PROJECT NAME AND LOCATION AS DESCRIBED IN THE SITE DESCRIPTION ON THIS SHEET. EACH ADDITIONAL SUB–CONTRACTOR WILL PROVIDE THEIR RESPONSIBILITY, COMPANY NAME, ADDRESS AND PHONE NUMBER, PRINTED NAME AND TITLE, SIGNATURE AND DATE. THIS INFORMATION WILL BE KEPT WITH THIS PLAN.

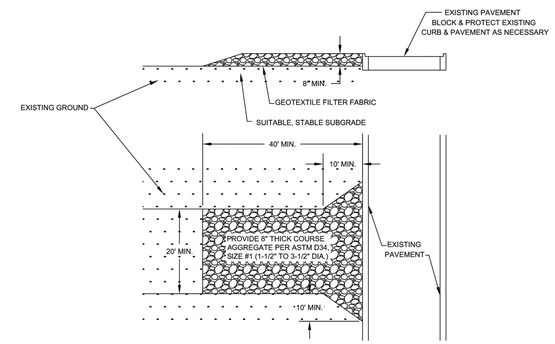
NOTES:

1. STABILIZATION OF DISTURBED AREAS MUST BE INITIATED WITHIN 1 WORKING DAY OF PERMANENT OR TEMPORARY CESSATION OF EARTH DISTURBING ACTIVITIES AND SHALL BE COMPLETED AS SOON AS POSSIBLE BUT NOT LATER THAN 14 DAYS FROM THE INITIATION OF THE STABILIZATION WORK IN AN AREA.
2. STOCKPILES OF SOIL AND OTHER BUILDING MATERIALS TO REMAIN IN PLACE MORE THAN THREE (3) DAYS SHALL BE FURNISHED WITH EROSION AND SEDIMENT CONTROL MEASURES (I.E. PERIMETER SILT FENCE). STOCKPILES NOT BEING ACTIVELY WORKED AND TO REMAIN IN PLACE FOR 14 DAYS OR MORE SHALL RECEIVE TEMPORARY SEEDING. STOCKPILES SHOULD BE LOCATED IN AREAS THAT DO NOT HAVE HIGH POTENTIAL FOR CONTRIBUTING SEDIMENTS TO JURISDICTIONAL WATERS OR WETLANDS.



NOTE: DEPENDING UPON CONFIGURATION, ATTACH FABRIC TO WIRE MESH W/HOG RINGS, STEEL POSTS W/TIE WIRES, WOOD POSTS W/NAILS.

VILLAGE OF BENSENVILLE 12 S. CENTER STREET BENSENVILLE, IL 60106 WWW.BENSENVILLE.IL.US	SILT FENCE INSTALLATION STANDARD	VILLAGE OF BENSENVILLE SPECIFICATIONS AND DETAILS FILE LOCATION G:\ENGINEERING\STANDARDS\ NEW STANDARDS\EROSION CONTROL	REVISIONS



VILLAGE OF BENSENVILLE 12 S. CENTER STREET BENSENVILLE, IL 60106 WWW.BENSENVILLE.IL.US	TEMPORARY CONSTRUCTION ENTRANCE STANDARD	VILLAGE OF BENSENVILLE SPECIFICATIONS AND DETAILS FILE LOCATION G:\ENGINEERING\STANDARDS\ NEW STANDARDS\EROSION CONTROL	REVISIONS

R.O.W. & REMAINING GRASSED AREA: IDOT CLASS 1 SEEDING MIXTURE
PERMANENT SEEDING MIXTURE – 100 LBS./AC. KENTUCKY BLUEGRASS
60 LBS./AC. PERENNIAL RYEGRASS
40 LBS./AC. CREEPING RED FESCUE

TEMPORARY SEEDING MIXTURE – 50 LBS./AC. PERENNIAL RYE GRASS
64 LBS./AC. OATS, SPRING

GRASSED WATERWAY AREA: CLASS 5 SEEDING MIXTURE
PERMANENT SEEDING MIXTURE – 150 LBS./AC. KENTUCKY BLUEGRASS
150 LBS./AC. SMOOTH BROME GRASS

TEMPORARY SEEDING MIXTURE – 50 LBS./AC. PERENNIAL RYEGRASS
64 LBS./AC. OATS, SPRING

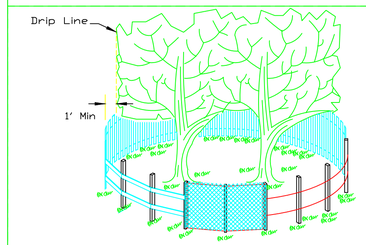
SEEDING SCHEDULE	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
PERMANENT SEEDING MIXTURE												
NONIRRIGATED												
IRRIGATED												
DORMANT (DOUBLE RATE)												
TEMPORARY SEEDING MIXTURE												
RYE OR WHEAT												
OATS												

FERTILIZER MIXTURE FOR PROPOSED SEEDING AREAS
NITROGEN (N) 90 LBS./AC.
PHOSPHORUS (P) 90 LBS./AC/ OR 120 LBS./AC. P_2O_5
POTASSIUM (K) 90 LBS./AC/ OR 120 LBS./AC. K_2O

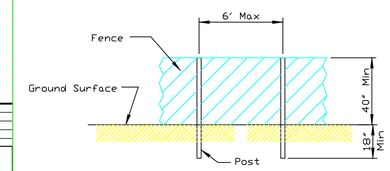
EROSION CONTROL BLANKET SHALL BE PROVIDED AT ALL AREAS LOCATED WITHIN THE RIGHT OF WAY.

SEEDING INFORMATION AND SCHEDULE

TREE PROTECTION – FENCING



SIDE VIEW

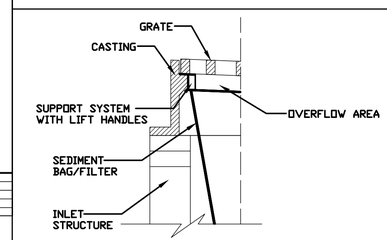


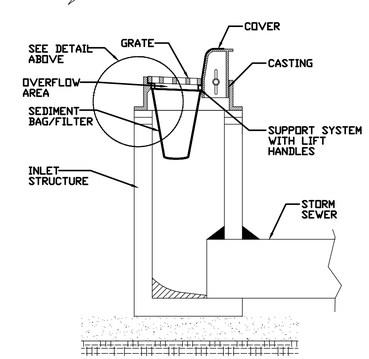
POST AND FENCE DETAIL

NOTES:
1. The fence shall be located a minimum of 1 foot outside the drip line of the tree to be saved and in no case closer than 5 feet to the trunk of any tree.
2. Fence posts shall be either standard steel posts or wood posts with a minumum cross sectional area of 3.0 sq. in.
3. The fence may be either 40" high snow fence, 40" plastic web fencing or any other material as approved by the engineer/inspector.

REFERENCE		NRCS Natural Resources Conservation Service	STANDARD DWG. NO.
Project			IL-690
Designed	Date		SHEET 1 OF 1
Checked	Date		DATE 4-7-94
Approved	Date		

INLET PROTECTION – PAVED AREAS
DROP-IN PROTECTION





REFERENCE		STANDARD DWG. NO.
Project		IUM-561D
Designed	Date	SHEET 1 OF 1
Checked	Date	DATE 01-11-11
Approved	Date	

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VILLAGE OF BENSENVILLE
DUPAGE COUNTY, ILLINOIS

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Bar = 1" When printed FULL size. Adjust stated scales to print size.

NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

STORMWATER POLLUTION PREVENTION PLAN AND DETAILS

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202–COVER
SHEET 6 OF 45

Plotted: January 11, 2024 @ 1:16 PM By: Pamela Whitfield – Tab: 06 SWPPP 22x34
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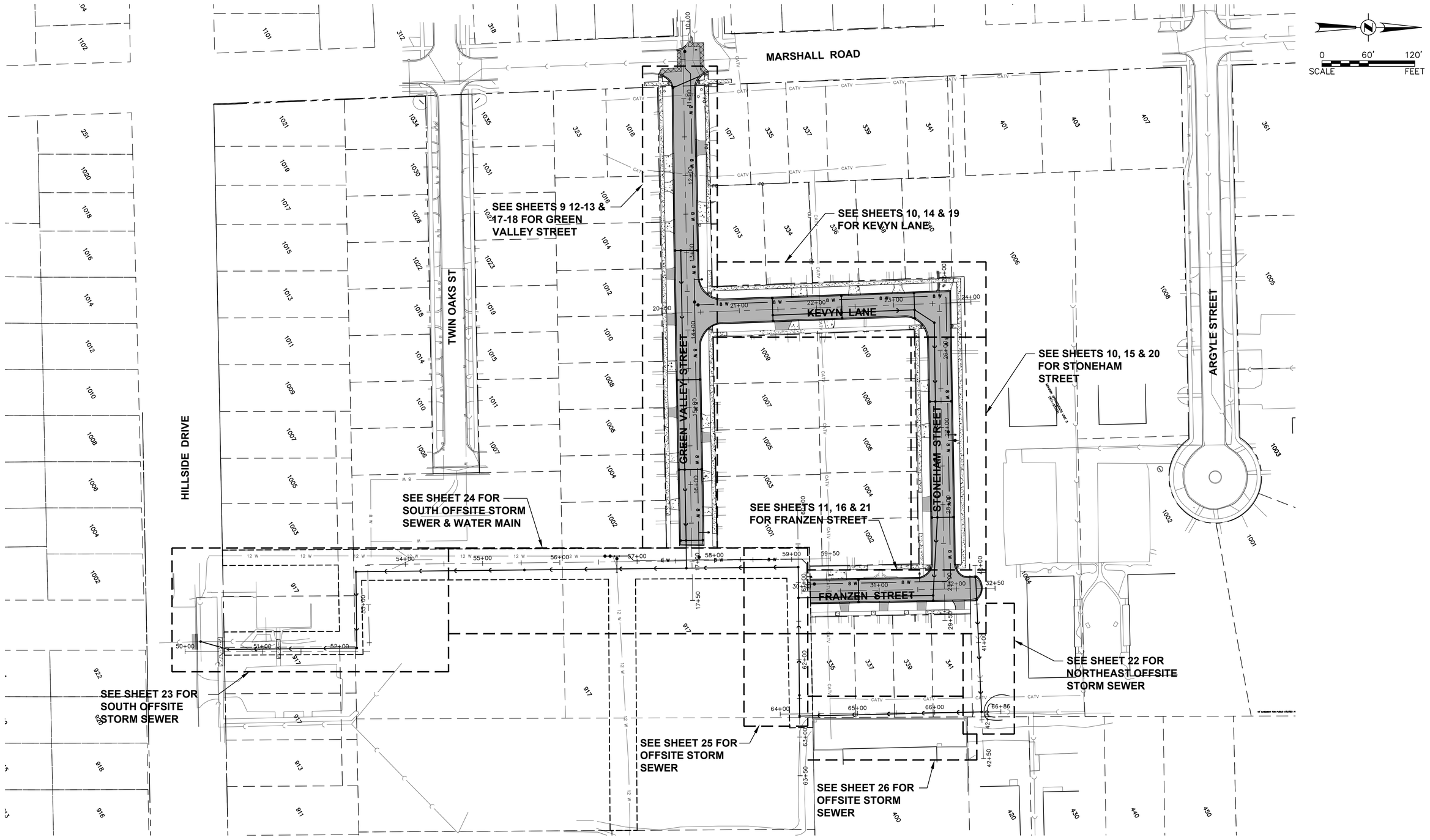

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BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

OVERALL PLAN

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-OVERALL
SHEET 7 OF 45

Plotted: January 11, 2024 @ 1:16 PM By: Pamela Whitfield – Tab: 07 Overall 22x34

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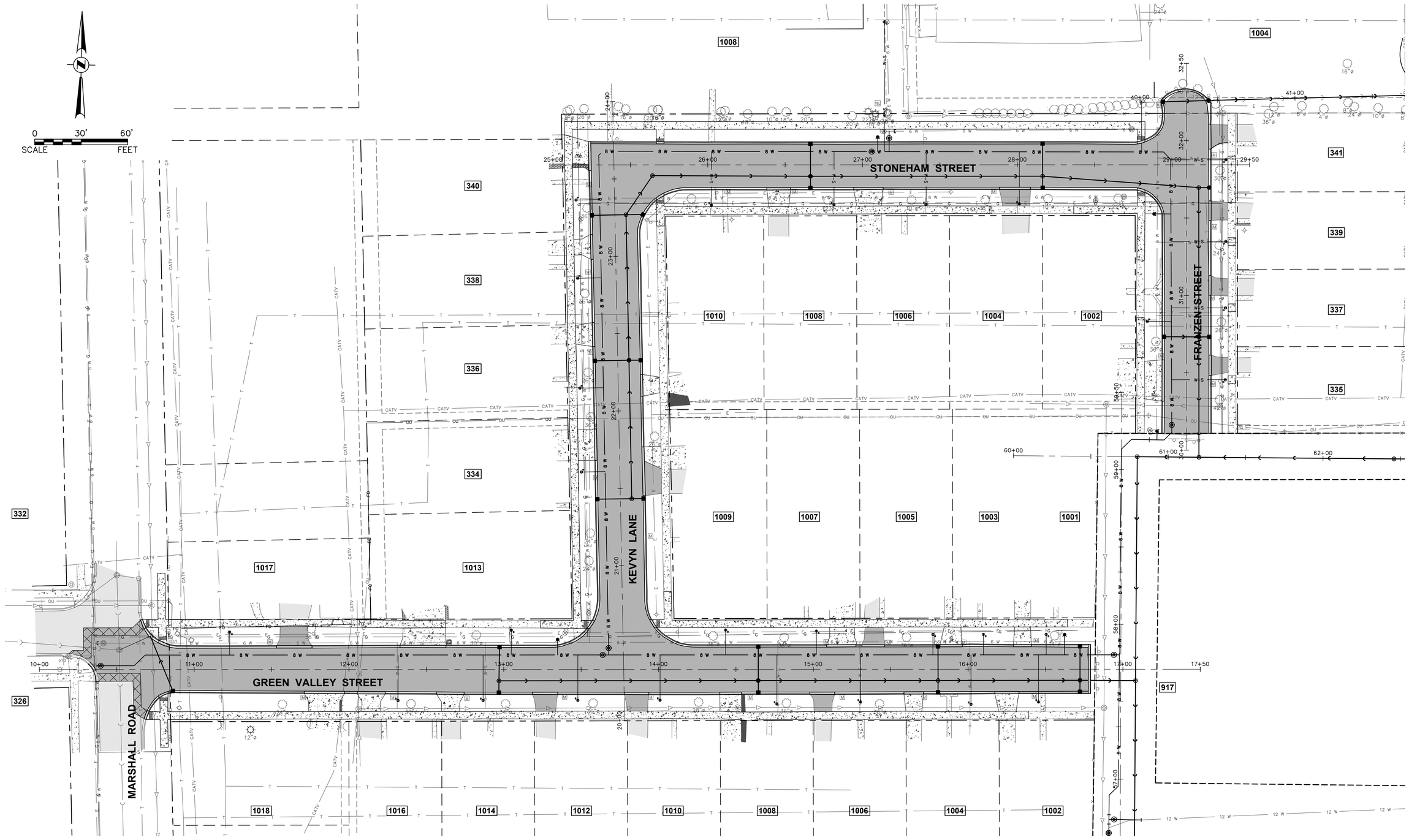

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NO.	DATE	REVISIONS
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BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

OVERALL ROADWAY PLAN

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-OVERALL
SHEET 8 OF 45

Plotted: January 11, 2024 @ 1:17 PM By: Pamela Whitfield - Tab: 08 General 22x34

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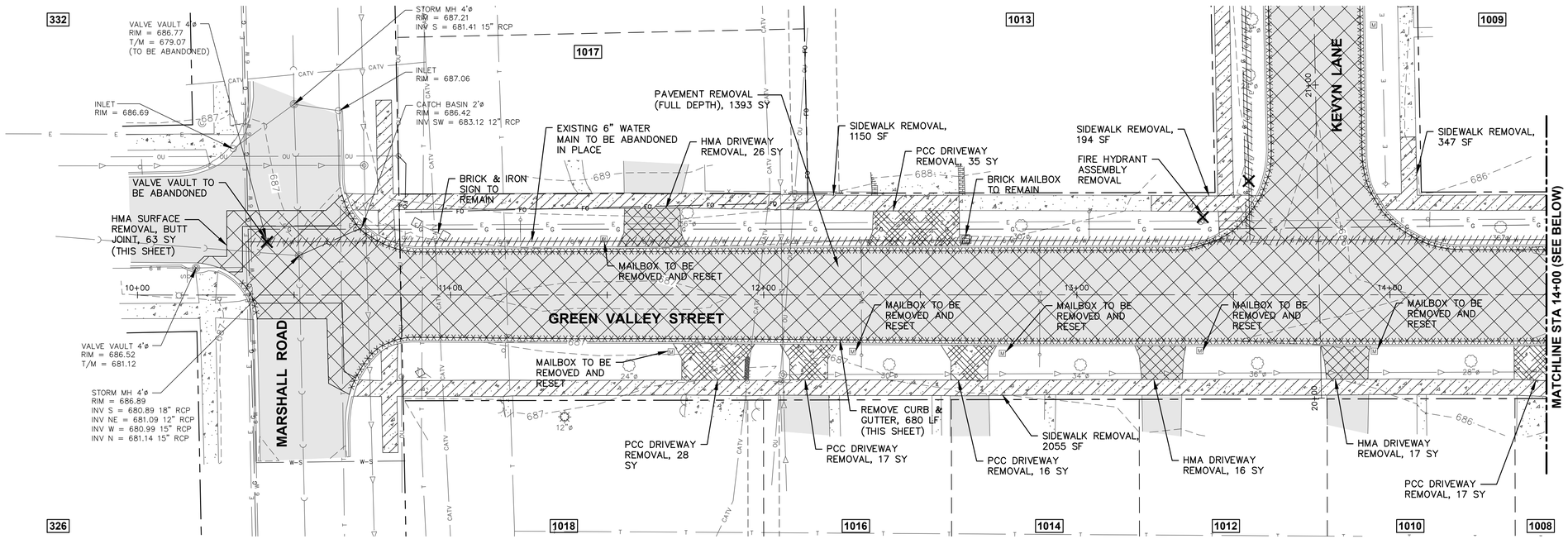
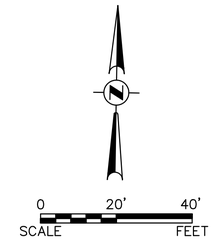
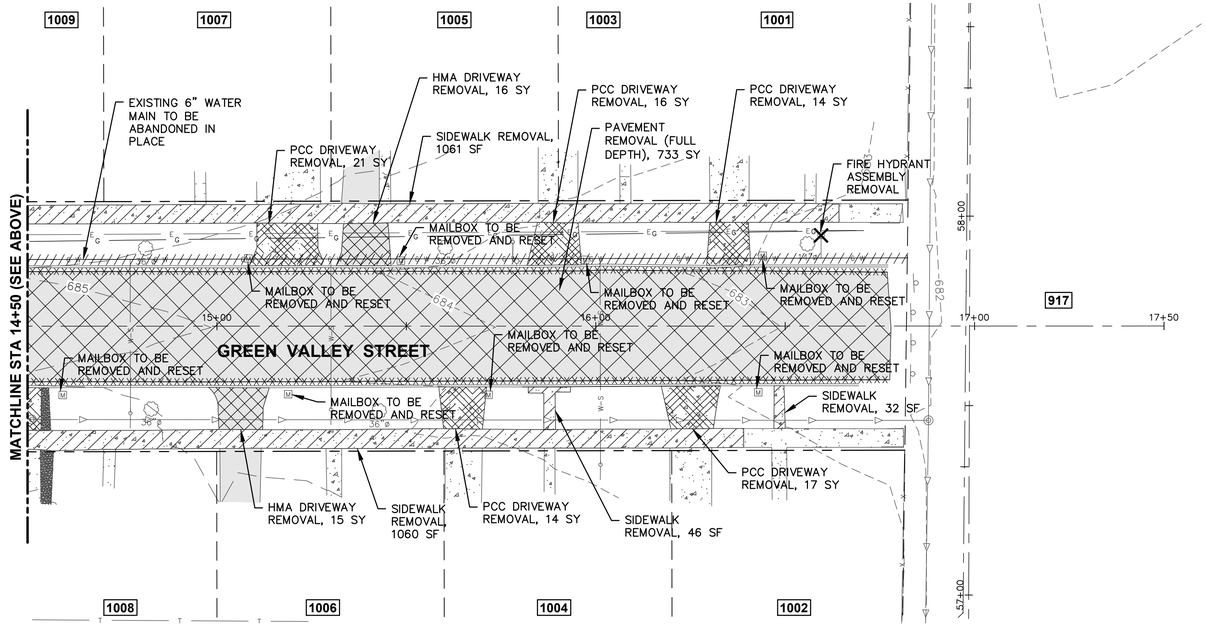




REMOVAL LEGEND

- HMA PAVEMENT REMOVAL (VARIABLE DEPTH)
- HMA DRIVEWAY REMOVAL
- PCC DRIVEWAY REMOVAL
- SIDEWALK REMOVAL
- CURB AND GUTTER REMOVAL



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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

GREEN VALLEY STREET EXISTING CONDITIONS AND REMOVAL PLAN STA 10+00 TO 17+00

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-REMOVAL
SHEET 9 OF 45

Plotted: January 11, 2024 @ 1:17 PM By: Pamela Whitfield – Tab: 09 Removal 22x34

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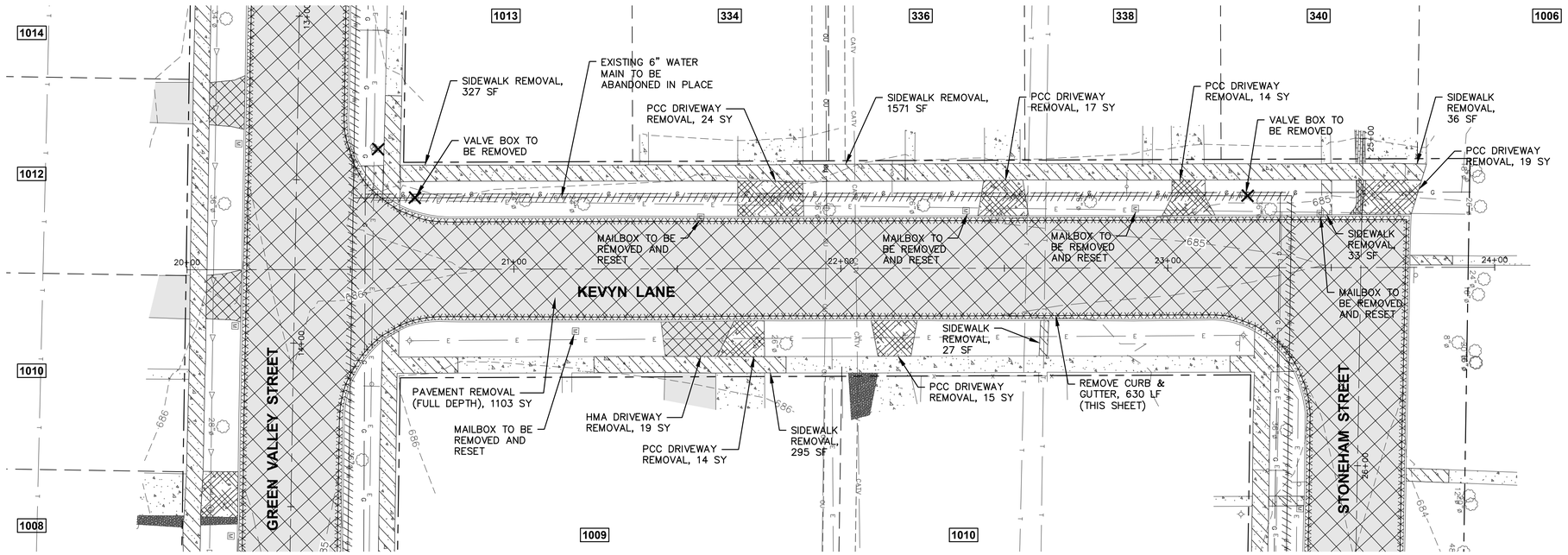

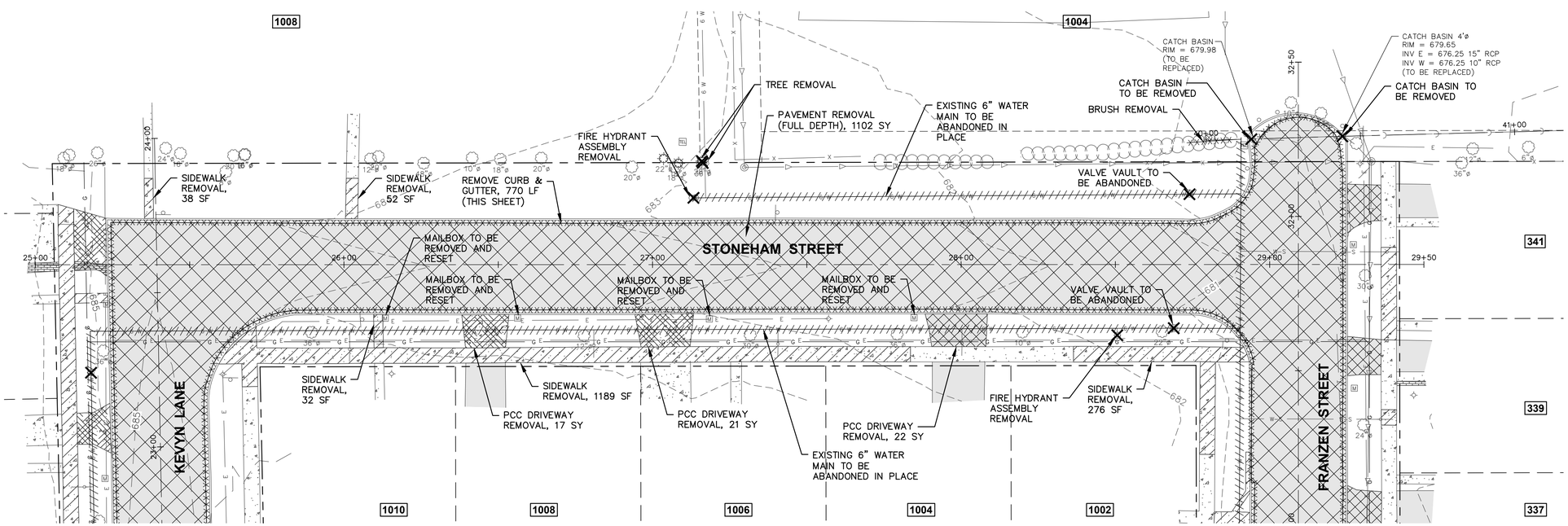

REMOVAL LEGEND

- HMA PAVEMENT REMOVAL (VARIABLE DEPTH)
- HMA DRIVEWAY REMOVAL
- PCC DRIVEWAY REMOVAL
- SIDEWALK REMOVAL
- CURB AND GUTTER REMOVAL

0 20' 40'
SCALE FEET

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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

KEVYN LANE AND STONEHAM STREET EXISTING CONDITIONS & REMOVAL PLAN STA 20+00 TO 29+50

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-REMOVAL
SHEET 10 OF 45

Plotted: January 11, 2024 @ 1:17 PM By: Pamela Whitfield – Tab: 10 Removal 22x34

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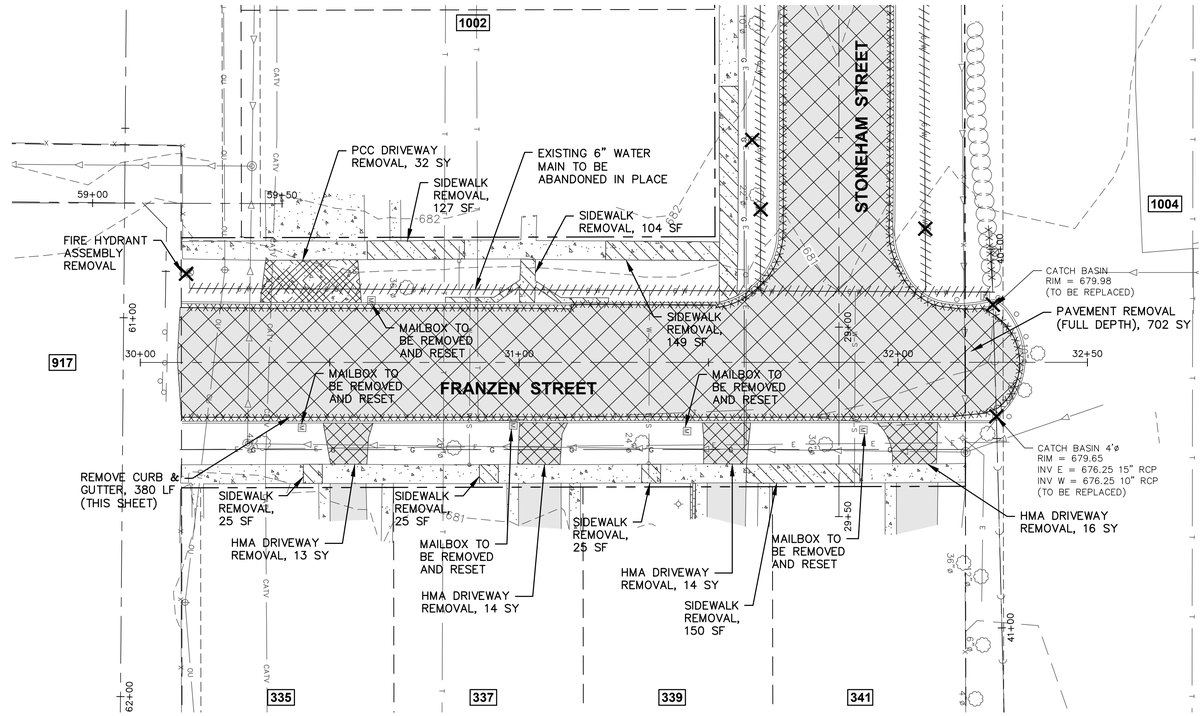

0 20' 40'
SCALE FEET

REMOVAL LEGEND

- HMA PAVEMENT REMOVAL (VARIABLE DEPTH)
- HMA DRIVEWAY REMOVAL
- PCC DRIVEWAY REMOVAL
- SIDEWALK REMOVAL
- CURB AND GUTTER REMOVAL

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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

FRANZEN STREET EXISTING CONDITIONS AND REMOVAL PLAN STA 30+00 TO 32+50

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-REMOVAL
SHEET 11 OF 45

Plotted: January 11, 2024 @ 1:17 PM By: Pamela Whitfield – Tab: 11 Removal 22x34

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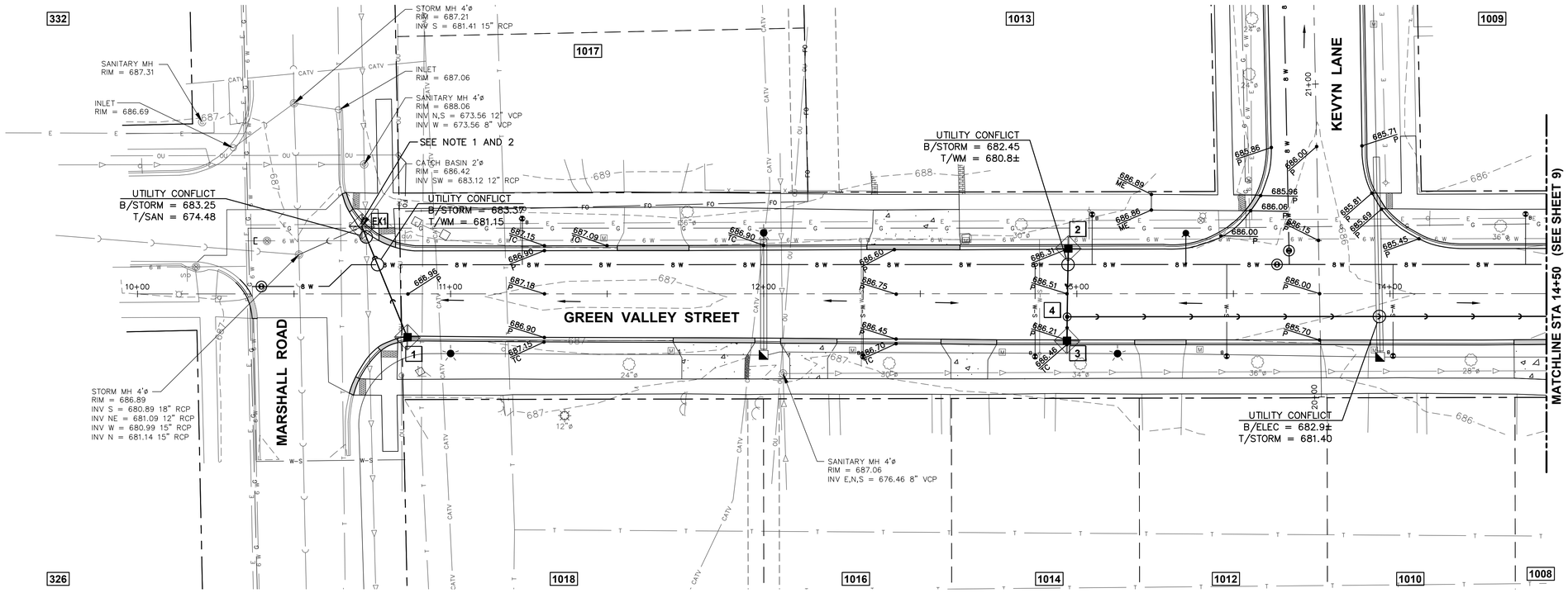
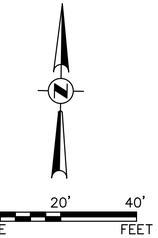




SCHEDULE OF PROPOSED STORM SEWER STRUCTURES

1 STORM INLET NO. 1
TYPE A, 2' DIA. W/ IDOT TY 11V
OPEN LID FRAME & GRATE
RIM = 686.68
INV = 683.70, 12" RCP
38 LF STORM SEWER, CLASS B,
TYPE 2, 12" @ 1.31%

2 STORM INLET NO. 2
TYPE A, 2' DIA. W/ IDOT TY 11
FRAME & GRATE
RIM = 686.31
INV = 682.50, 12" RCP
22 LF STORM SEWER, CLASS B,
TYPE 2, 12" @ 0.91%

3 STORM INLET NO. 3
TYPE A, 2' DIA. W/ IDOT TY 11V
FRAME & GRATE
RIM = 686.21
INV = 682.38, 12" RCP
8 LF STORM SEWER, CLASS B,
TYPE 2, 12" @ 1.00%

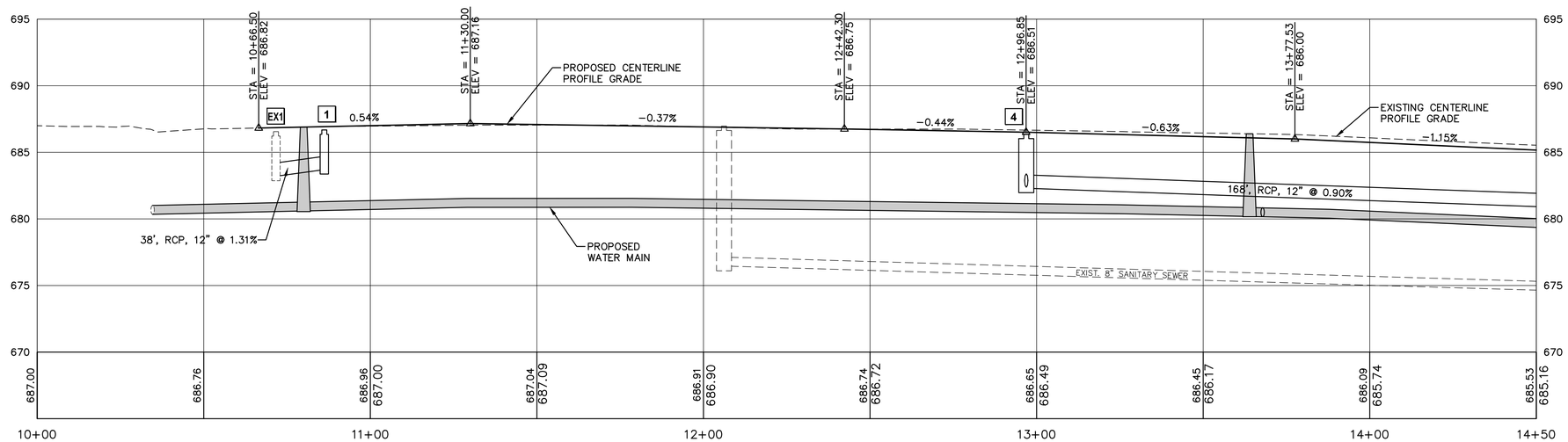
4 STORM MANHOLE NO. 4
TYPE A, 4' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME & CLOSED LID
RIM = 686.36
INV = 682.30, 12" RCP
168 LF STORM SEWER, CLASS B,
TYPE 2, 12" @ 0.90%

SCHEDULE OF EXISTING STORM SEWER STRUCTURES

EX1 EXISTING STORM INLET 2'ø
RIM = 686.42
ADJUSTED RIM = 686.55
INV SW = 683.12 12" RCP
CORE INTO EXIST. STRUCTURE
INV = 683.20 12" RCP
SEE NOTE 1

NOTES:

1. CONTRACTOR SHALL CORE/CUT EXISTING STORM SEWER FOR PROPOSED 12" RCP PIPE. IF STRUCTURE IS UNABLE TO BE CORED OR CUT, CONTRACTOR SHALL NOTIFY VILLAGE AND ENGINEER TO COORDINATE ANY FIELD REVISIONS.
2. ADJUST RIM TO PROPOSED GRADE OF 686.55



SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

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VILLAGE OF BENSENVILLE
DUPAGE COUNTY, ILLINOIS

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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

GREEN VALLEY STREET GRADING AND DRAINAGE PLAN AND PROFILE STA 10+00 TO 14+50

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-PPROAD
SHEET 12 OF 45

Plotted: January 11, 2024 @ 1:17 PM By: Pamela Whitfield – Tab: 12 PP Road 22x34

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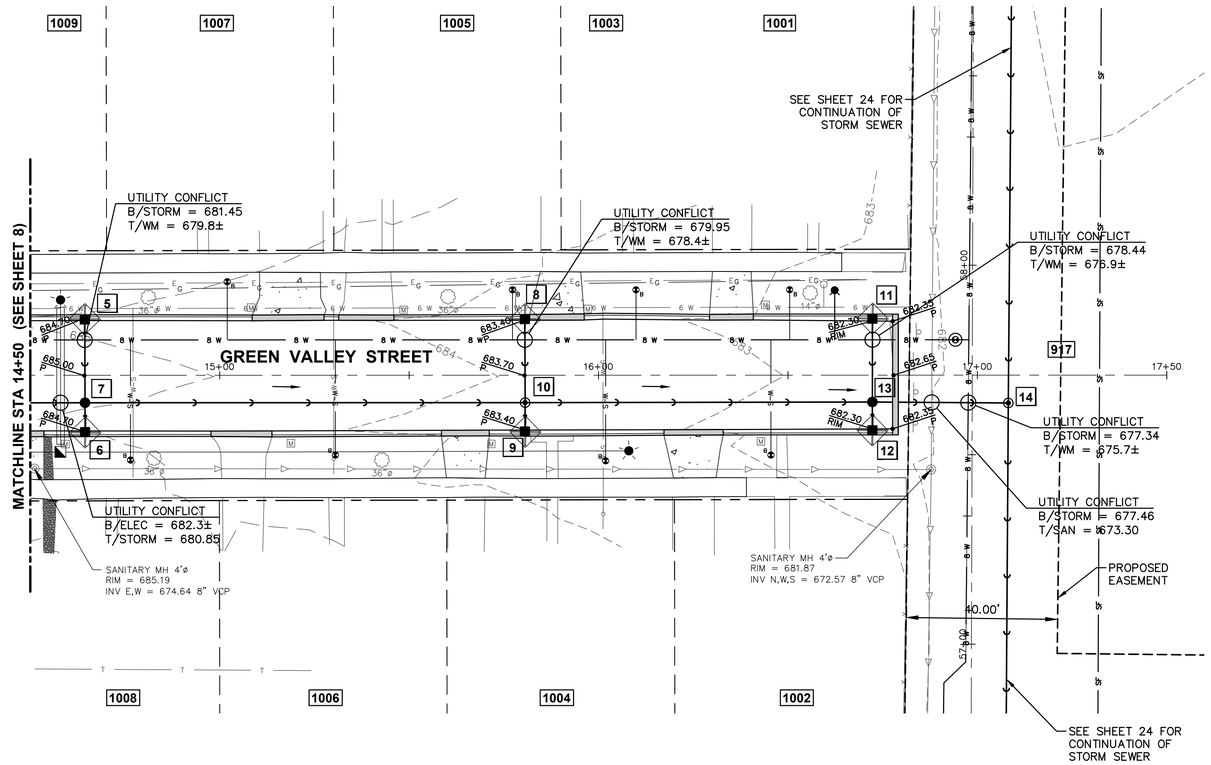

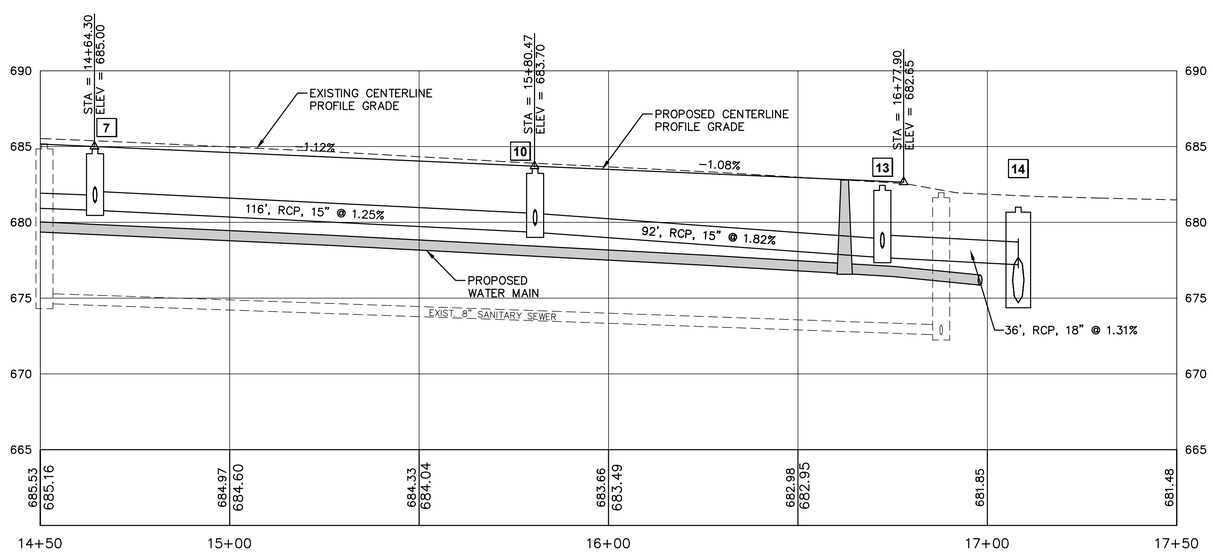

0 20' 40'
SCALE FEET

SCHEDULE OF PROPOSED STORM SEWER STRUCTURES

5 STORM INLET NO. 5
TYPE A, 2' DIA. W/ IDOT TY 11V FRAME & GRATE
RIM = 684.70
INV = 681.50, 12" RCP
22 LF STORM SEWER, CLASS B, TYPE 2, 12" @ 1.00%

6 STORM INLET NO. 6
TYPE A, 2' DIA. W/ IDOT TY 11V FRAME & GRATE
RIM = 684.70
INV = 681.36, 12" RCP
8 LF STORM SEWER, CLASS B, TYPE 2, 15" @ 1.00%

7 STORM CATCH BASIN NO. 7
TYPE A, 4' DIA. W/ FLAT SLAB TOP AND IDOT TY 1 FRAME & GRATE
RIM = 684.86
INV N,S = 681.28, 12" RCP
INV W = 680.79, 12" RCP
INV E = 680.79, 15" RCP
116 LF STORM SEWER, CLASS B, TYPE 2, 15" @ 1.25%

8 STORM INLET NO. 8
TYPE A, 2' DIA. W/ IDOT TY 11V FRAME & GRATE
RIM = 683.40
INV = 680.00, 12" RCP
22 LF STORM SEWER, CLASS B, TYPE 2, 12" @ 1.00%

9 STORM INLET NO. 9
TYPE A, 2' DIA. W/ IDOT TY 11V FRAME & GRATE
RIM = 683.40
INV N = 679.86, 12" RCP
8 LF STORM SEWER, CLASS B, TYPE 2, 15" @ 1.00%

10 STORM MANHOLE NO. 10
TYPE A, 4' DIA. W/ FLAT SLAB TOP AND IDOT TY 1 FRAME & CLOSED LID
RIM = 683.56
INV N,S = 679.78, 12" RCP
INV W,E = 679.34, 15" RCP
92 LF STORM SEWER, CLASS B, TYPE 2, 12" @ 1.82%

11 STORM INLET NO. 11
TYPE A, 2' DIA. W/ IDOT TY 11
FRAME & GRATE
RIM = 682.30
INV = 678.50, 12" RCP
22 LF STORM SEWER, CLASS B, TYPE 2, 12" @ 1.00%

12 STORM INLET NO. 12
TYPE A, 2' DIA. W/ IDOT TY 11
FRAME & GRATE
RIM = 682.30
INV N = 678.35, 12" RCP
7 LF STORM SEWER, CLASS B, TYPE 2, 12" @ 1.00%

13 STORM CATCH BASIN NO. 13
TYPE A, 4' DIA. W/ FLAT SLAB TOP AND IDOT TY 1 FRAME & GRATE
RIM = 682.44
INV N = 678.28, 12" RCP
INV W = 677.67, 15" RCP
INV E = 677.67, 18" RCP
36 LF STORM SEWER, CLASS B, TYPE 2, 18" @ 1.31%

14 STORM MANHOLE NO. 14
TYPE A, 4' DIA. W/ FLAT SLAB TOP AND IDOT TY 1 FRAME & CLOSED LID
RIM = 681.00
INV W = 677.20, 18" RCP
INV N,S = 674.69, 36" RCP
209 LF STORM SEWER, CLASS B, TYPE 2, 36" @ 0.25%

SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

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VILLAGE OF BENSENVILLE
DUPAGE COUNTY, ILLINOIS

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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

GREEN VALLEY STREET GRADING AND DRAINAGE PLAN AND PROFILE STA 14+50 TO 17+00

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-PPROAD
SHEET 13 OF 45

Plotted: January 11, 2024 @ 1:17 PM By: Pamela Whitfield – Tab: 13 PP Road 22x34
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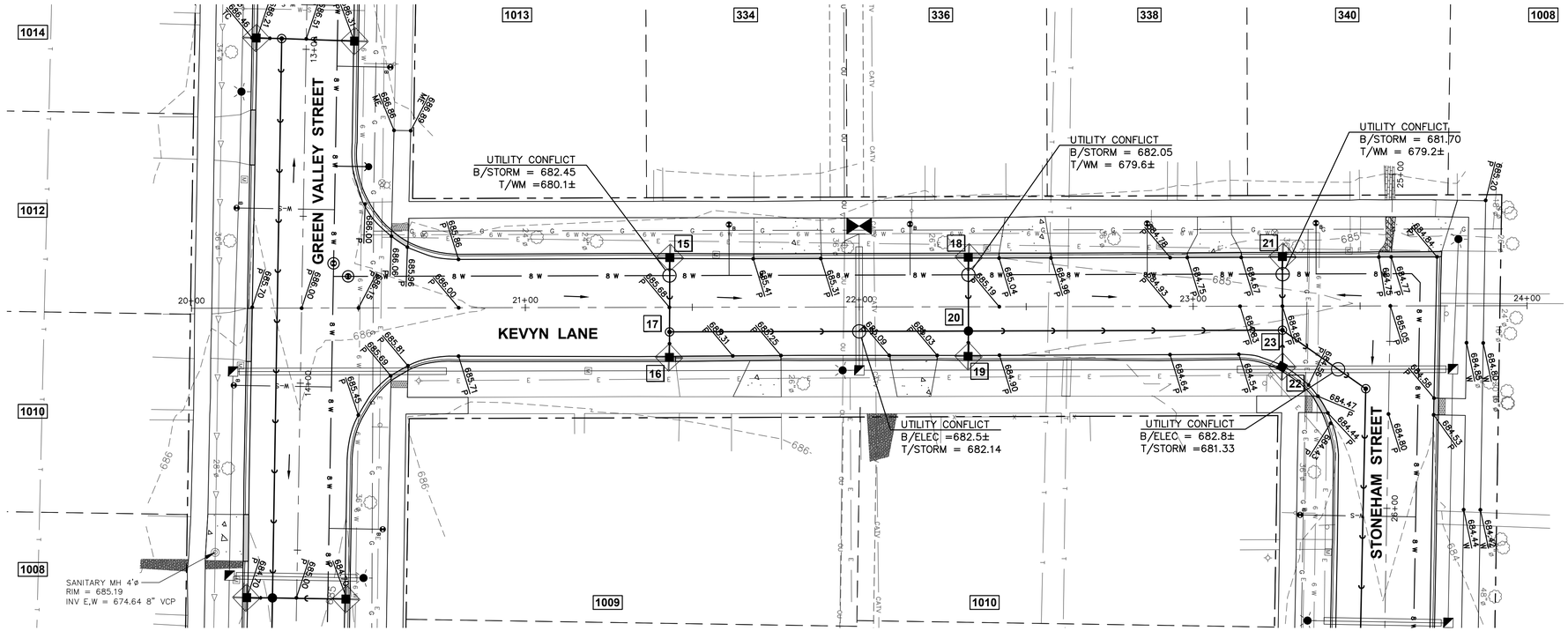

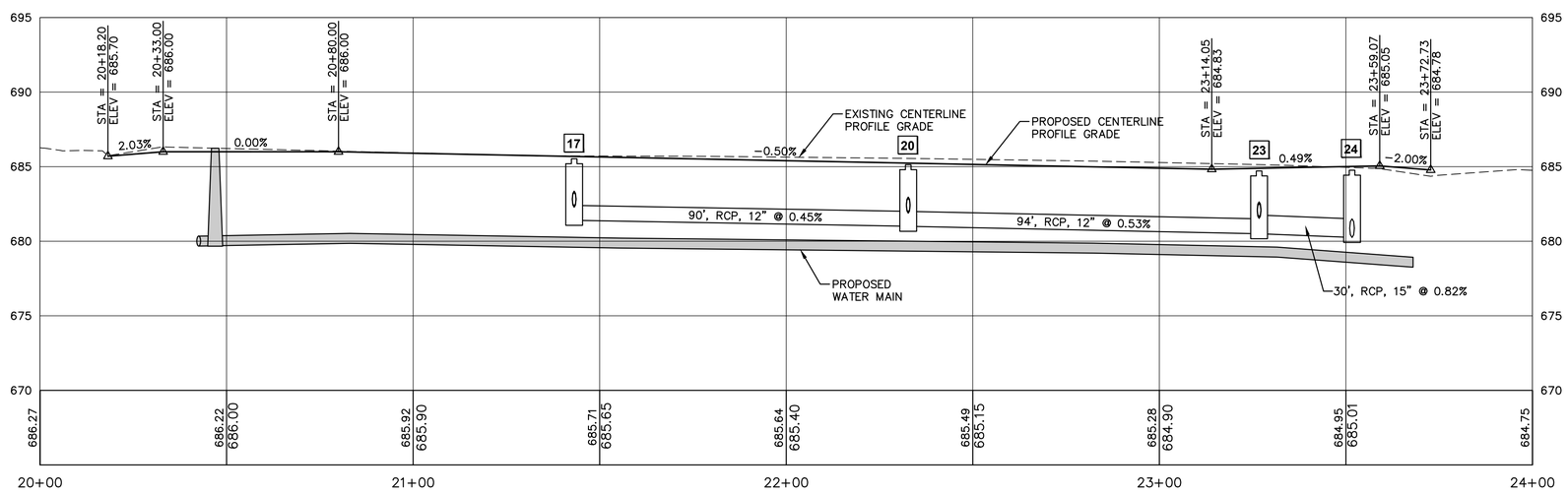

SCHEDULE OF PROPOSED STORM SEWER STRUCTURES

15 STORM INLET NO. 15
TYPE A, 2' DIA. W/ IDOT TY 11V
FRAME & GRATE
RIM = 685.53
INV = 682.50, 12" RCP
22 LF STORM SEWER, CLASS B,
TYPE 2, 12" @ 1.00%

16 STORM INLET NO. 16
TYPE A, 2' DIA. W/ IDOT TY 11V
FRAME & GRATE
RIM = 685.39
INV W = 682.36, 12" RCP
8 LF STORM SEWER, CLASS B,
TYPE 2, 12" @ 1.00%

17 STORM MANHOLE NO. 17
TYPE A, 4' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME & CLOSED LID
RIM = 685.53
INV N = 682.28, 12" RCP
INV W,E = 681.40, 12" RCP
90 LF STORM SEWER, CLASS B,
TYPE 2, 12" @ 0.45%

18 STORM INLET NO. 18
TYPE A, 2' DIA. W/ IDOT TY 11V
FRAME & GRATE
RIM = 685.09
INV = 682.10, 12" RCP
22 LF STORM SEWER, CLASS B,
TYPE 2, 12" @ 1.00%

19 STORM INLET NO. 19
TYPE A, 2' DIA. W/ IDOT TY 11V
FRAME & GRATE
RIM = 684.98
INV = 681.96, 12" RCP
8 LF STORM SEWER, CLASS B,
TYPE 2, 12" @ 1.00%

20 STORM CATCH BASIN NO. 20
TYPE A, 4' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME & GRATE
RIM = 685.13
INV N,S = 681.88, 12" RCP
INV W,E = 681.00, 12" RCP
94 LF STORM SEWER, CLASS B,
TYPE 2, 15" @ 0.53%

21 STORM INLET NO. 21
TYPE A, 2' DIA. W/ IDOT TY 11V
FRAME & GRATE
RIM = 684.61
INV = 681.75, 12" RCP
22 LF STORM SEWER, CLASS B,
TYPE 2, 12" @ 1.00%

22 STORM INLET NO. 22
TYPE A, 2' DIA. W/ IDOT TY 11
FRAME & GRATE
RIM = 684.82
INV = 681.64, 12" RCP
11 LF STORM SEWER, CLASS B,
TYPE 2, 12" @ 1.00%

23 STORM MANHOLE NO. 23
TYPE A, 4' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME & CLOSED LID
RIM = 684.71
INV W,E = 681.53, 12" RCP
INV S = 680.50, 12" RCP
INV NE = 680.50, 15' RCP
30 LF STORM SEWER, CLASS B,
TYPE 2, 15" @ 0.83%

SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

KEVYN LANE GRADING AND DRAINAGE PLAN AND PROFILE STA 20+00 TO 24+00

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202–PPROAD
SHEET 14 OF 45

Plotted: January 11, 2024 @ 1:17 PM By: Pamela Whitfield – Tab: 14 PP Road 22x34
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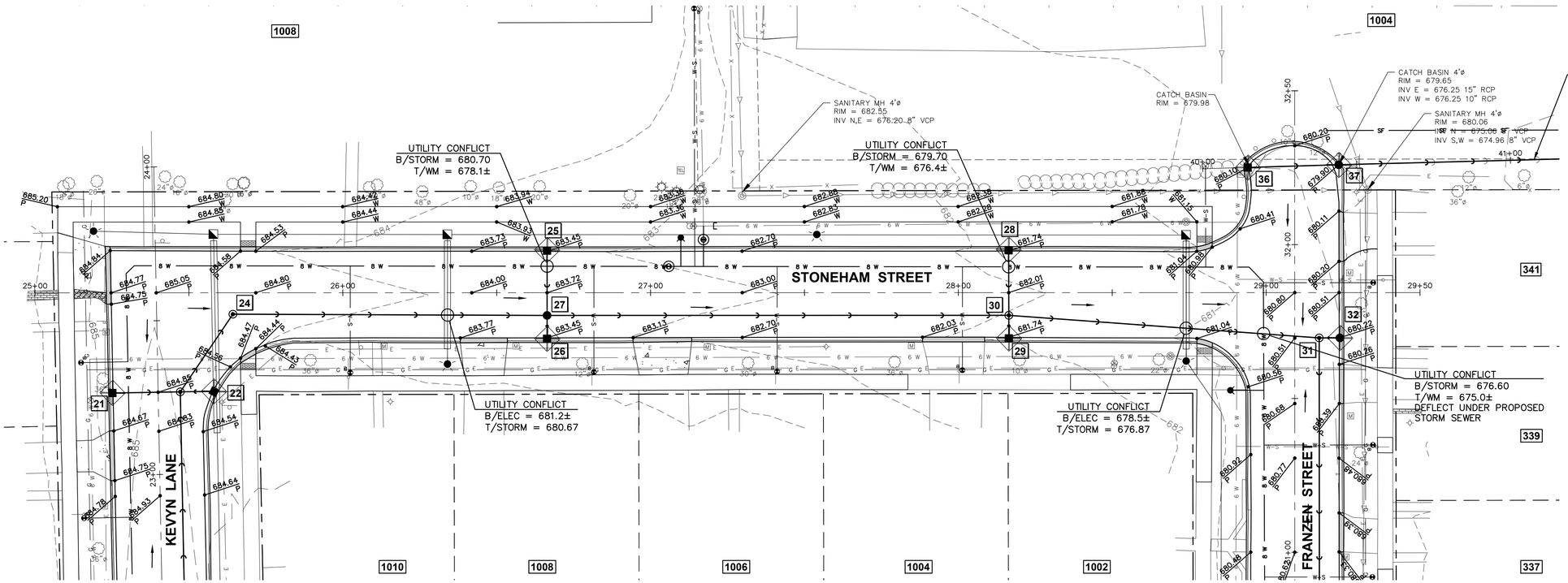

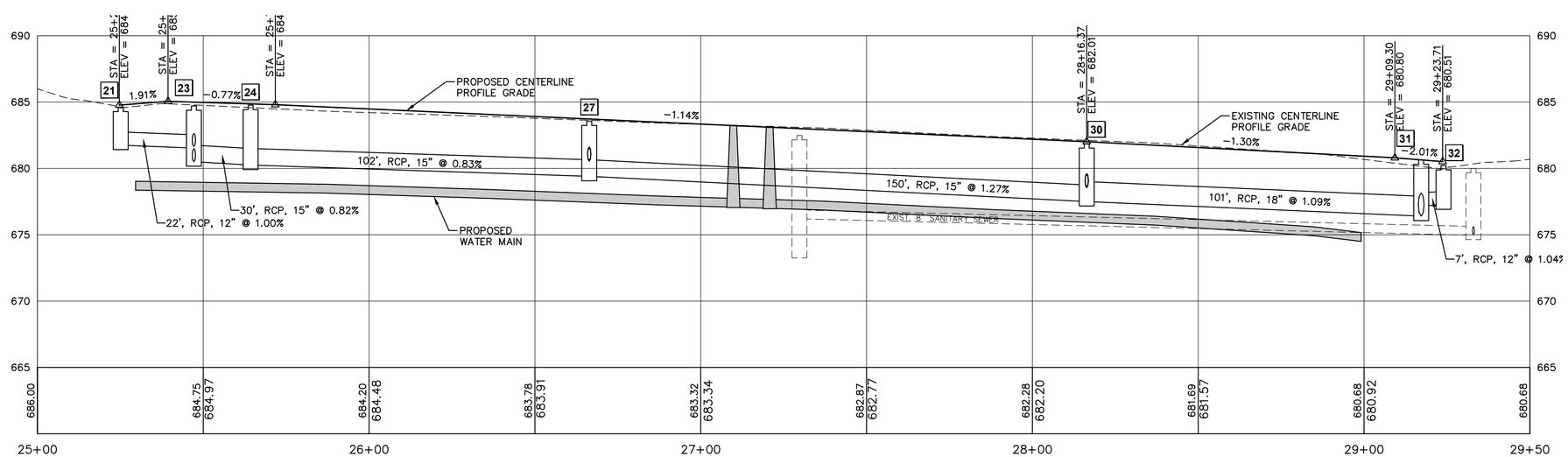

SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

SCHEDULE OF PROPOSED STORM SEWER STRUCTURES

24 STORM MANHOLE NO. 24
TYPE A, 4' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME & CLOSED LID
RIM = 684.76
INV = 680.25, 15" RCP
102 LF STORM SEWER, CLASS B,
TYPE 2, 15" @ 0.83%

25 STORM INLET NO. 25
TYPE A, 2' DIA. W/ IDOT TY 11V
FRAME & GRATE
RIM = 683.45
INV = 680.75, 12" RCP
21 LF STORM SEWER, CLASS B,
TYPE 2, 12" @ 1.00%

26 STORM INLET NO. 26
TYPE A, 2' DIA. W/ IDOT TY 11V
FRAME & GRATE
RIM = 683.45
INV = 680.62, 12" RCP
8 LF STORM SEWER, CLASS B,
TYPE 2, 12" @ 1.00%

27 STORM CATCH BASIN NO. 27
TYPE A, 4' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME & GRATE
RIM = 683.57
INV N,S = 680.54, 12" RCP
INV W,E = 679.40, 18" RCP
150 LF STORM SEWER, CLASS B,
TYPE 2, 15" @ 1.27%

28 STORM INLET NO. 28
TYPE A, 2' DIA. W/ IDOT TY 11V
FRAME & GRATE
RIM = 681.74
INV = 678.75, 12" RCP
21 LF STORM SEWER, CLASS B,
TYPE 2, 12" @ 1.00%

29 STORM INLET NO. 29
TYPE A, 2' DIA. W/ IDOT TY 11V
FRAME & GRATE
RIM = 681.74
INV = 678.62, 12" RCP
7 LF STORM SEWER, CLASS B,
TYPE 2, 12" @ 1.00%

30 STORM MANHOLE NO. 30
TYPE A, 4' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME & CLOSED LID
RIM = 681.86
INV N,S = 678.54, 12" RCP
INV W = 677.50, 15" RCP
INV E = 677.50, 18" RCP
101 LF STORM SEWER, CLASS B,
TYPE 2, 18" @ 1.09%

31 STORM MANHOLE NO. 31
TYPE A, 4' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME & CLOSED LID
RIM = 680.64
INV E = 677.18, 15" RCP
INV W = 676.40, 18" RCP
INV S = 676.40, 21" RCP
96 LF STORM SEWER, CLASS B,
TYPE 2, 21" @ 0.57%

32 STORM INLET NO. 32
TYPE A, 2' DIA. W/ IDOT TY 11
FRAME & GRATE
RIM = 680.22
INV = 677.25, 18" RCP
7 LF STORM SEWER, CLASS B,
TYPE 2, 18" @ 1.00%

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BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

STONEHAM STREET GRADING AND DRAINAGE PLAN AND PROFILE STA 25+50 TO 29+50

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-PPROAD
SHEET 15 OF 45

Plotted: January 11, 2024 @ 1:18 PM By: Pamela Whitfield – Tab: 15 PP Road 22x34
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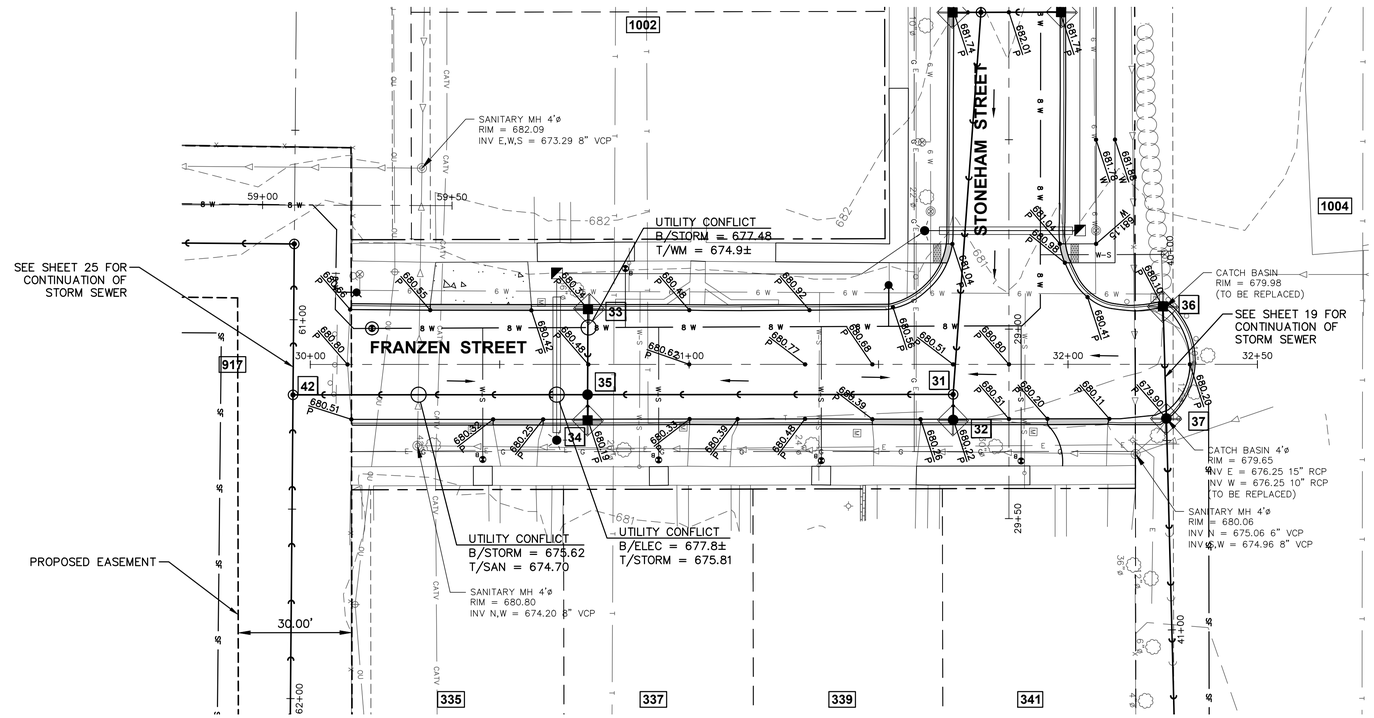
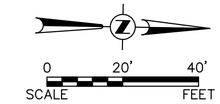




SCHEDULE OF PROPOSED STORM SEWER STRUCTURES

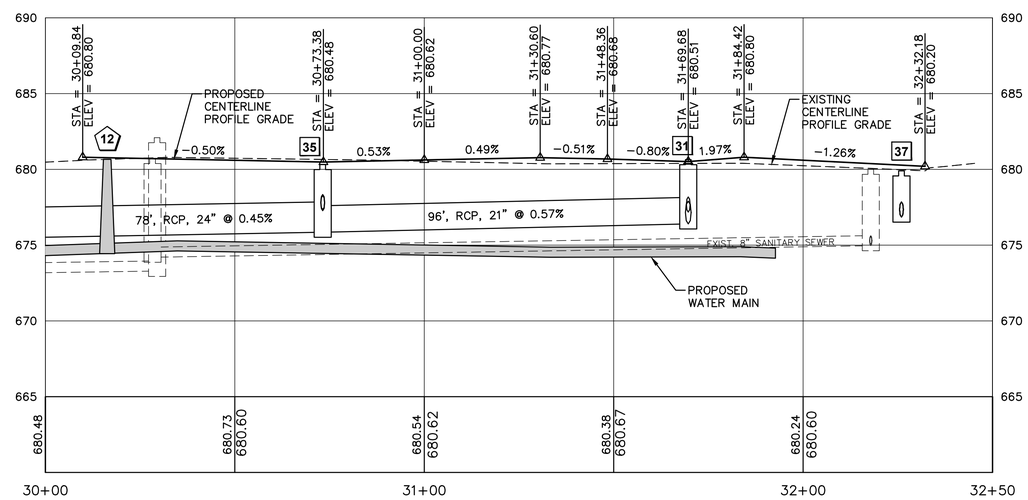
31 STORM MANHOLE NO. 31
TYPE A, 4' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME & CLOSED LID
RIM = 680.64
INV E = 677.18, 15" RCP
INV W = 676.40, 18" RCP
INV S = 676.40, 21" RCP
96 LF STORM SEWER, CLASS B,
TYPE 2, 21" @ 0.57%

33 STORM INLET NO. 23
TYPE A, 2' DIA. W/ IDOT TY 11V
FRAME & GRATE
RIM = 680.34
INV = 677.50, 12" RCP
23 LF STORM SEWER, CLASS B,
TYPE 2, 12" @ 1.00%

34 STORM INLET NO. 34
TYPE A, 2' DIA. W/ IDOT TY 11V
FRAME & GRATE
RIM = 680.19
INV W = 677.34, 12" RCP
7 LF STORM SEWER, CLASS B,
TYPE 2, 21" @ 1.00%

35 STORM CATCH BASIN NO. 35
TYPE A, 4' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME & GRATE
RIM = 680.32
INV W,E = 677.27, 12" RCP
INV N = 675.85, 21" RCP
INV S = 675.85, 24" RCP
78 LF STORM SEWER, CLASS B,
TYPE 2, 15" @ 0.51%

42 STORM MANHOLE NO. 42
TYPE A, 6' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME & CLOSED LID
RIM = 680.90
INV N = 675.50, 24" RCP
INV E,W = 675.05, 36" RCP
40 LF STORM SEWER, CLASS B,
TYPE 2, 36" @ 0.18%



SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

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1	01/11/2024	ISSUED FOR BID

BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

FRANZEN STREET GRADING AND DRAINAGE PLAN AND PROFILE STA 30+00 TO 32+50

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202–PPROAD
SHEET 16 OF 45

Plotted: January 11, 2024 @ 1:18 PM By: Pamela Whitfield – Tab: 16 PP Road 22x34

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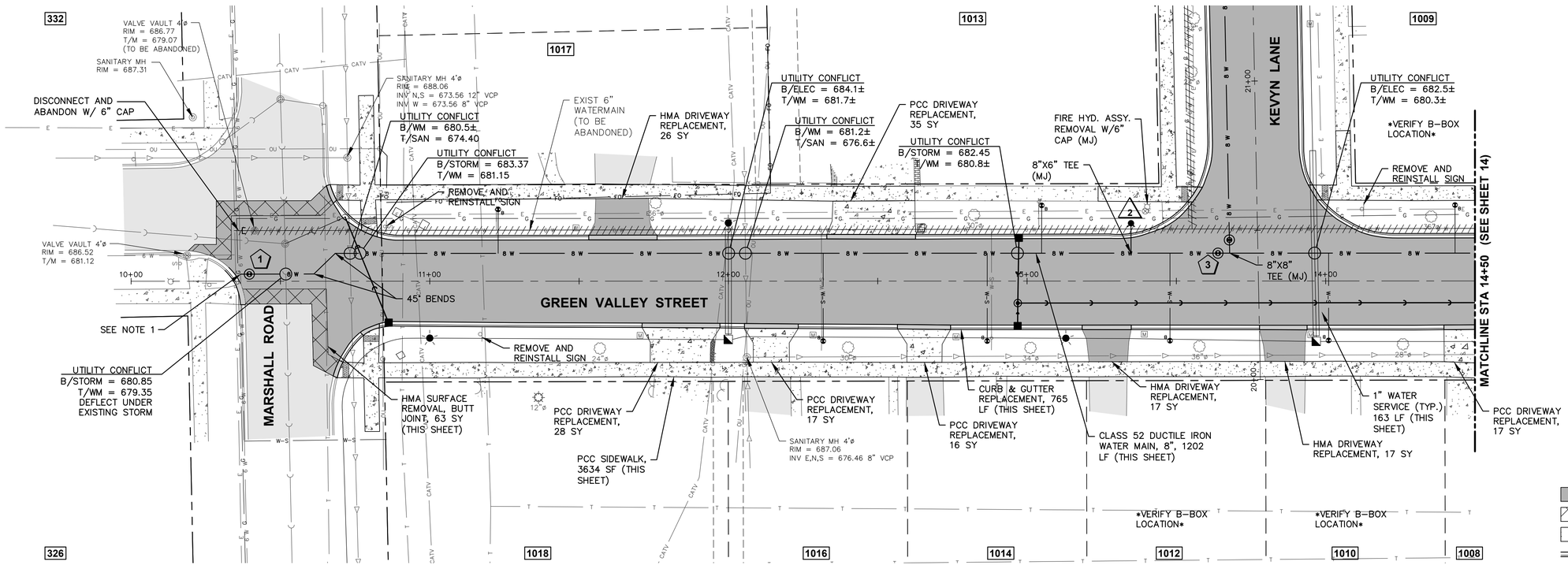


0 20' 40'
SCALE FEET

WATER MAIN STRUCTURES

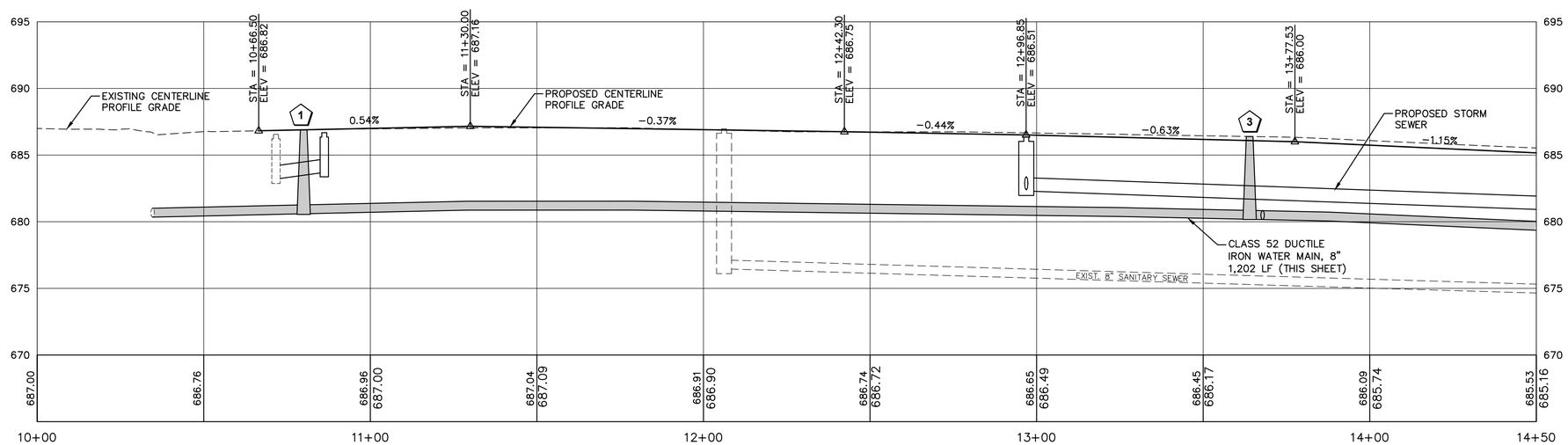
1. VALVE VAULT NO. 1
6" PRESSURE CONNECTION
W/ GATE VALVE IN VALVE
VAULT AND 8"X6" REDUCER
STA 10+39, 2.4' LT
RIM = 686.60

2. FIRE HYDRANT NO. 2
AND 6" AUX. VALVE
STA 13+34, 10.7' LT
BURY ELEV. = 686.0

3. VALVE VAULT NO. 3
8" GATE VALVE
IN 48" VAULT
STA 13+64, 9.3' LT
RIM = 686.05

LEGEND

- PAVING LIMITS
- BUTT JOINT
- SIDEWALK LIMITS
- B4.12 CURB & GUTTER
- DEPRESSED CURB & GUTTER



NOTES:

1. CONTRACTOR SHALL FIELD VERIFY EXISTING GAS MAIN LOCATION FOR VALVE VAULT INSTALLATION. NOTIFY VILLAGE AND ENGINEER FOR ANY DISCREPANCIES.
2. PROPOSED FIRE HYDRANT INSTALLATIONS SHALL BE COORDINATED BY CONTRACTOR WITH EXISTING WATER MAIN LOCATION AND OTHER EXISTING UTILITIES TO ENSURE HYDRANT, VALVE BOX, AND ALL PIPING CAN BE INSTALLED WITHOUT CONFLICT.
3. CONTRACTOR SHALL VERIFY EXISTING WATER MAIN DEPTH FOR ALL PROPOSED CROSSINGS.

SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

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NO.	DATE	REVISIONS
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BROWNGATE SUBDIVISION
ROADWAY AND WATER MAIN
IMPROVEMENTS

GREEN VALLEY STREET UTILITY
AND GEOMETRY PLAN AND PROFILE
STA 10+00 TO 14+50

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-PPUTILITY
SHEET 17 OF 45

Plotted: January 11, 2024 @ 1:18 PM By: Pamela Whitfield - Tab: 17 PP Utility 22x34
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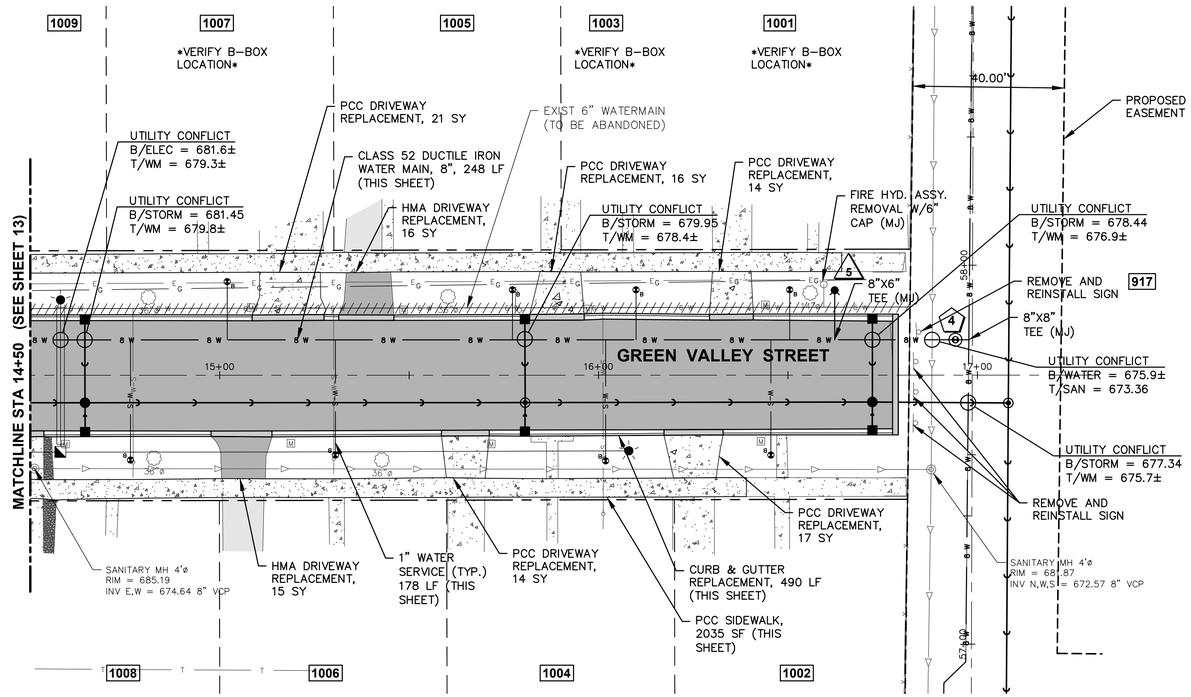
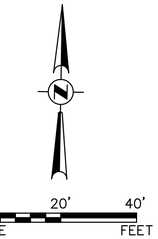




WATER MAIN STRUCTURES

4 — VALVE VAULT NO. 4
8" GATE VALVE
IN 48" VAULT
STA 16+85, 9.3' LT
RIM = 681.94

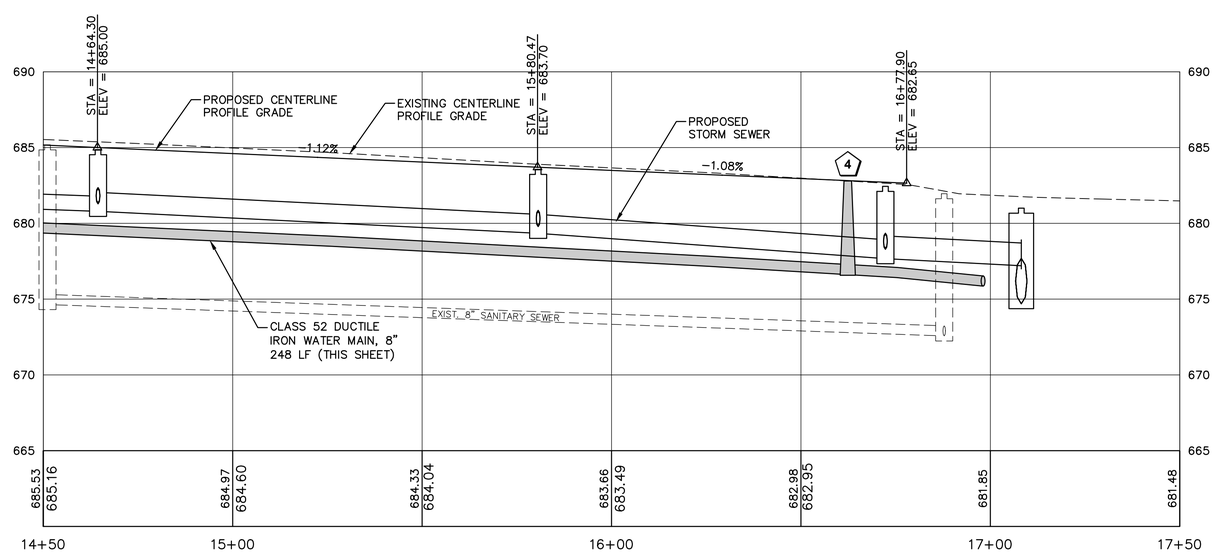
5 — FIRE HYDRANT NO. 5
AND 6" AUX. VALVE
STA 16+62, 23.9' LT
BURY ELEV. = 682.3

LEGEND

- PAVING LIMITS
- BUTT JOINT
- SIDEWALK LIMITS
- B4.12 CURB & GUTTER
- DEPRESSED CURB & GUTTER

NOTES:

1. PROPOSED FIRE HYDRANT INSTALLATIONS SHALL BE COORDINATED BY CONTRACTOR WITH EXISTING WATER MAIN LOCATION AND OTHER EXISTING UTILITIES TO ENSURE HYDRANT, VALVE BOX, AND ALL PIPING CAN BE INSTALLED WITHOUT CONFLICT.
2. CONTRACTOR SHALL VERIFY EXISTING WATER MAIN DEPTH FOR ALL PROPOSED CROSSINGS.



SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

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BROWNGATE SUBDIVISION
ROADWAY AND WATER MAIN IMPROVEMENTS

GREEN VALLEY STREET UTILITY AND GEOMETRY PLAN AND PROFILE
STA 14+50 TO 17+00

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-PPUTILITY
SHEET 18 OF 45

Plotted: January 11, 2024 @ 1:18 PM By: Pamela Whitfield – Tab: 18 PP Utility 22x34

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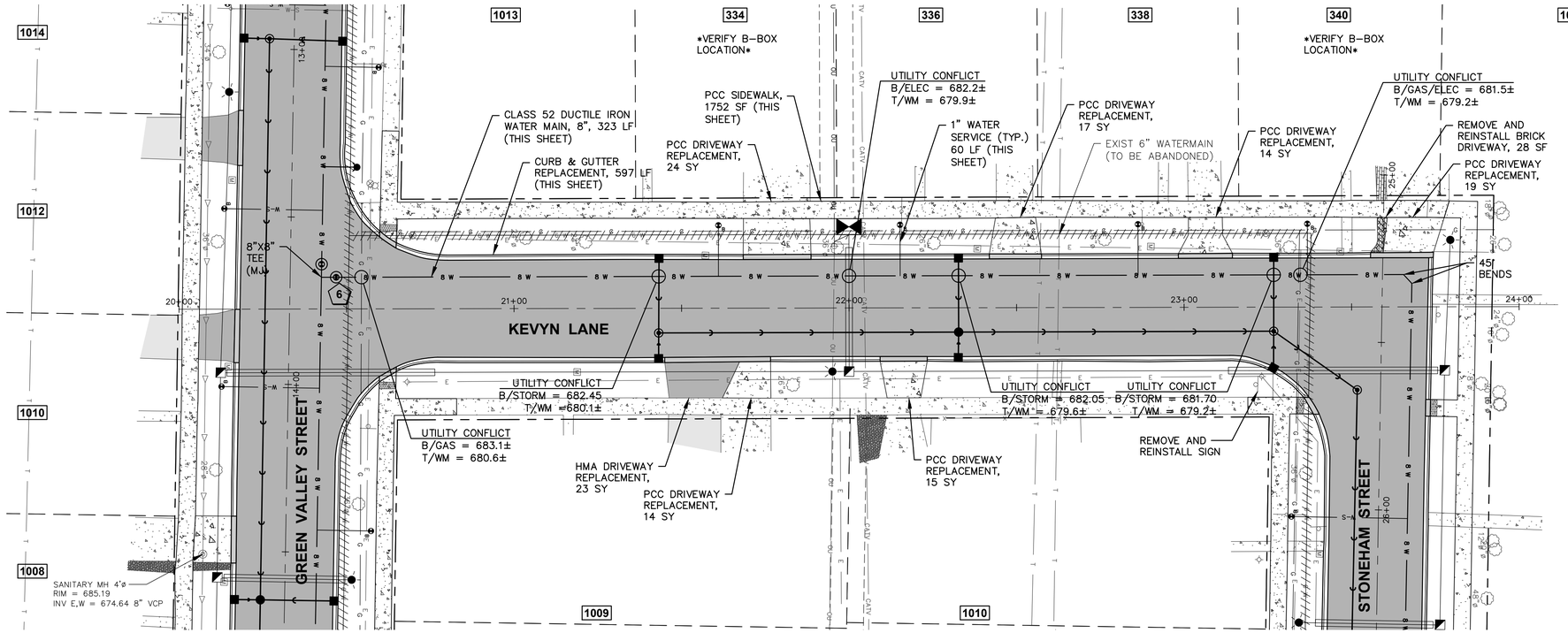
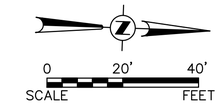




WATER MAIN STRUCTURES

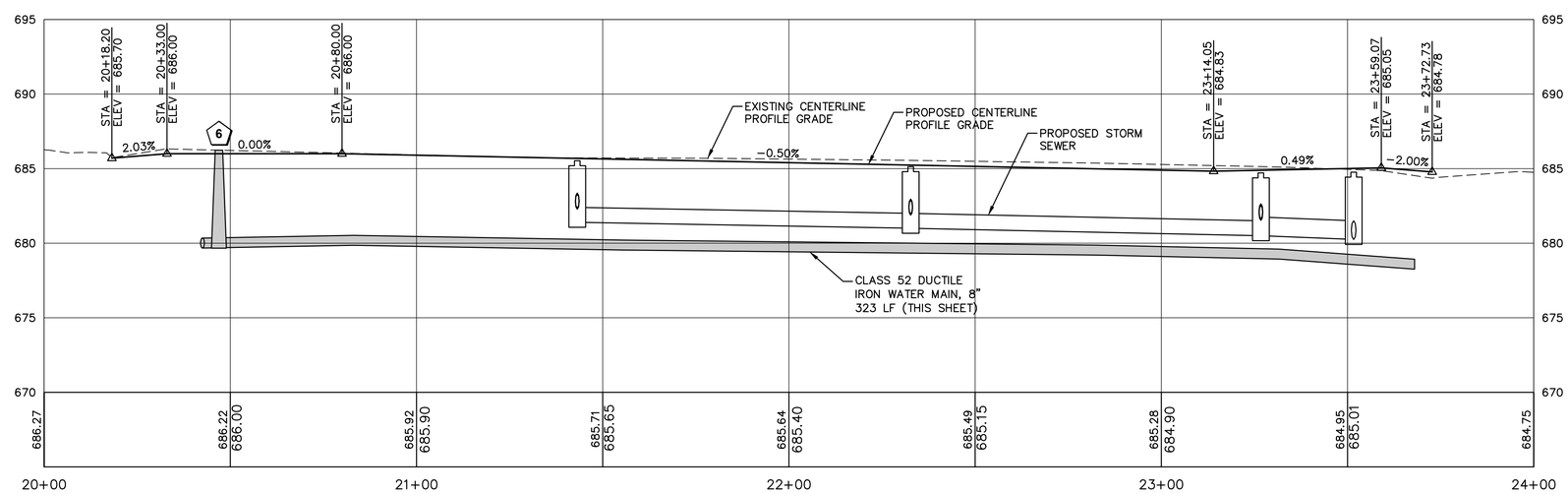
6 VALVE VAULT NO. 6
8" GATE VALVE
IN 48" VAULT
STA 20+47, 9.5' LT
RIM = 686.10

LEGEND

- PAVING LIMITS
- BUTT JOINT
- SIDEWALK LIMITS
- B4.12 CURB & GUTTER
- DEPRESSED CURB & GUTTER

NOTES:

1. PROPOSED FIRE HYDRANT INSTALLATIONS SHALL BE COORDINATED BY CONTRACTOR WITH EXISTING WATER MAIN LOCATION AND OTHER EXISTING UTILITIES TO ENSURE HYDRANT, VALVE BOX, AND ALL PIPING CAN BE INSTALLED WITHOUT CONFLICT.
2. CONTRACTOR SHALL VERIFY EXISTING WATER MAIN DEPTH FOR ALL PROPOSED CROSSINGS.



SCALE:
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BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

KEVYN LANE UTILITY AND GEOMETRY PLAN AND PROFILE STA 20+00 TO 24+00

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-PPUTILITY
SHEET 19 OF 45

Plotted: January 11, 2024 @ 1:18 PM By: Pamela Whitfield – Tab: 19 PP Utility 22x34

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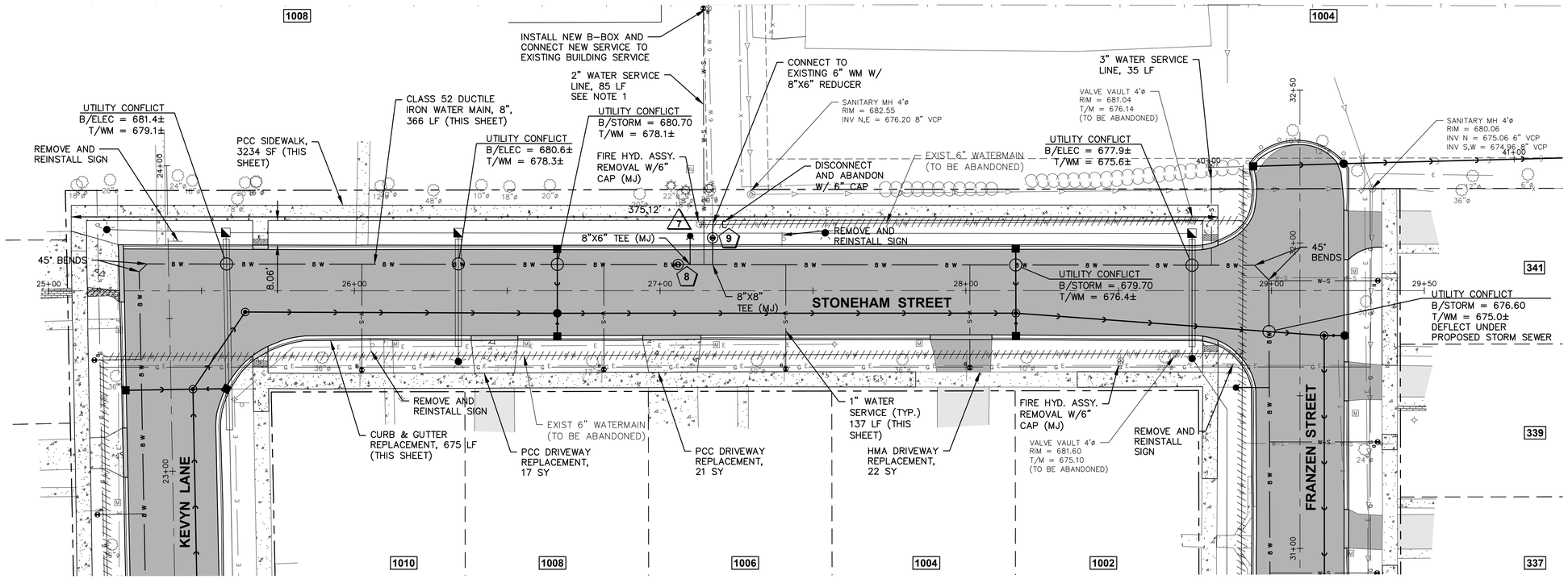


0 20' 40'
SCALE FEET

WATER MAIN STRUCTURES

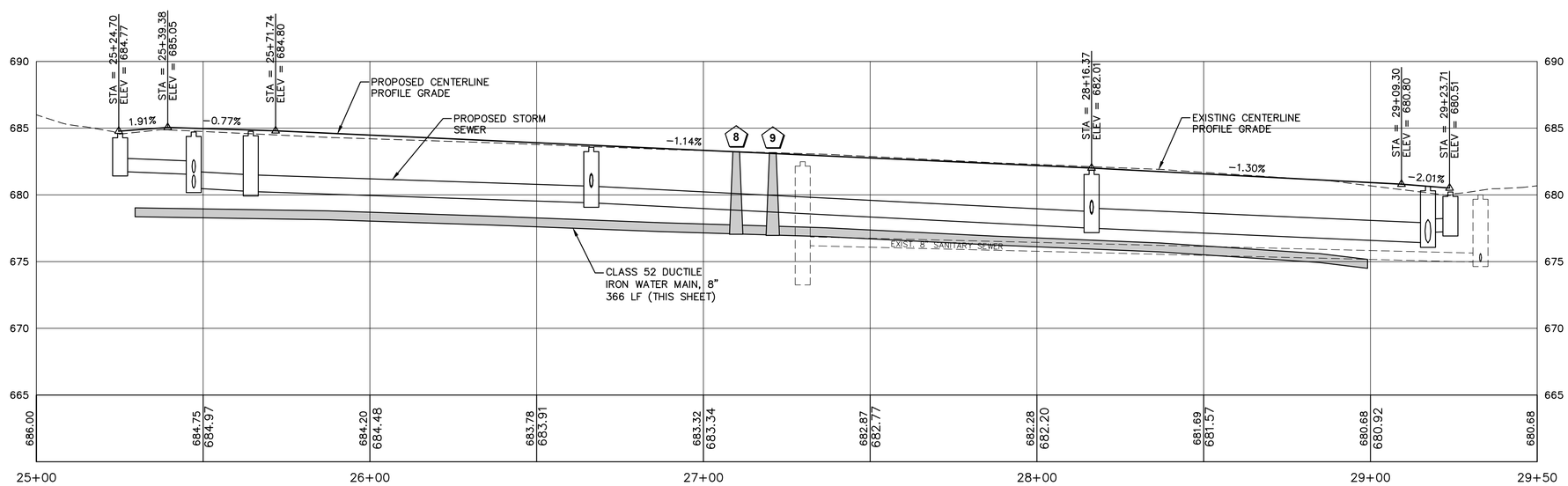
7 FIRE HYDRANT NO. 7 AND 6" AUX. VALVE STA 27+10, 18.9' LT BURY ELEV. = 683.0

8 VALVE VAULT NO. 8 8" GATE VALVE IN 48" VAULT STA 27+06, 8.6' LT RIM = 683.1

9 VALVE VAULT NO. 9 8" GATE VALVE IN 48" VAULT STA 27+17, 17.3' LT RIM = 683.3

LEGEND

- PAVING LIMITS
- BUTT JOINT
- SIDEWALK LIMITS
- B4.12 CURB & GUTTER
- DEPRESSED CURB & GUTTER



NOTES:

1. NEW WATER SERVICE MAY BE INSTALLED BY OPEN CUT OR DIRECTIONAL DRILLING AS NEEDED. COORDINATE WITH VILLAGE AND ENGINEER FOR ANY DISCREPANCIES.
2. PROPOSED FIRE HYDRANT INSTALLATIONS SHALL BE COORDINATED BY CONTRACTOR WITH EXISTING WATER MAIN LOCATION AND OTHER EXISTING UTILITIES TO ENSURE HYDRANT, VALVE BOX, AND ALL PIPING CAN BE INSTALLED WITHOUT CONFLICT.
3. CONTRACTOR SHALL VERIFY EXISTING WATER MAIN DEPTH FOR ALL PROPOSED CROSSINGS.

SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

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VILLAGE OF BENSENVILLE
DUPAGE COUNTY, ILLINOIS

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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

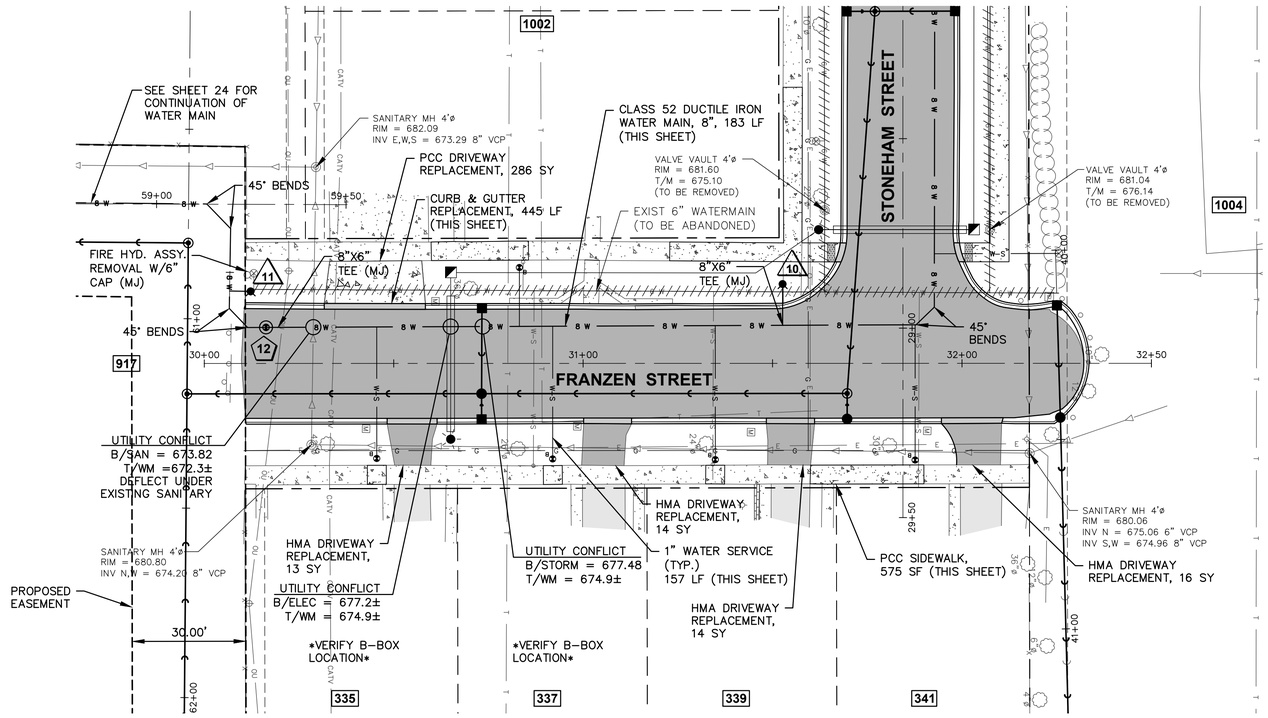
BROWNGATE SUBDIVISION
ROADWAY AND WATER MAIN IMPROVEMENTS

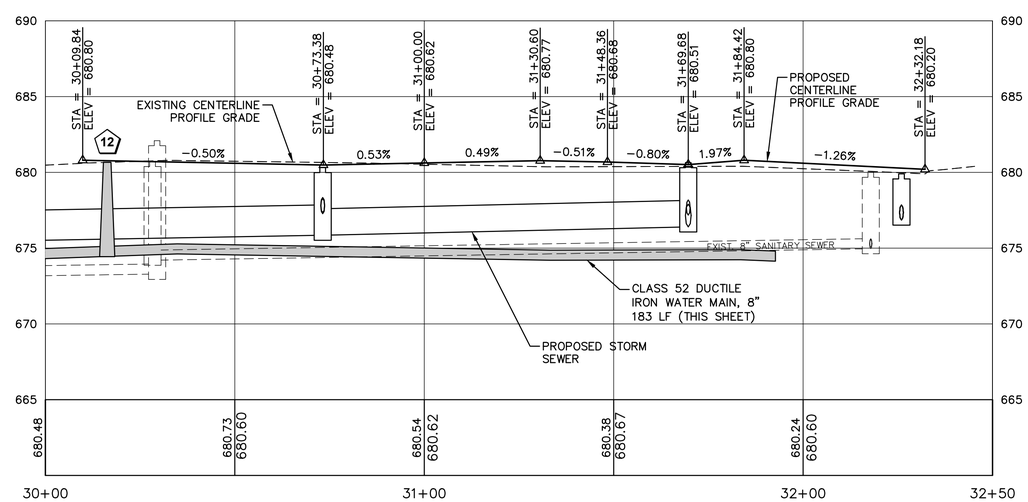
STONEHAM STREET UTILITY AND GEOMETRY PLAN AND PROFILE STA 25+00 TO 29+50

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-PPUTILITY
SHEET 20 OF 45

Plotted: January 11, 2024 @ 1:19 PM By: Pamela Whitfield – Tab: 20 PP Utility 22x34

FOLDER: \SUSCPROJ\BE_BENSENVILLE\2022\BE2202\DWG FINAL ENG\BE2202-PPUTILITY





0 20' 40'
SCALE FEET

WATER MAIN STRUCTURES

10 — FIRE HYDRANT NO. 10 AND 6" AUX. VALVE STA 31+53, 23.7' LT BURY ELEV. = 681.0

11 — FIRE HYDRANT NO. 11 AND 6" AUX. VALVE STA 30+12, 17.7' LT BURY ELEV. = 680.6

12 — VALVE VAULT NO. 12 8" GATE VALVE IN 48" VAULT STA 30+16, 9.5' LT RIM = 680.68

LEGEND

- PAVING LIMITS
- BUTT JOINT
- SIDEWALK LIMITS
- B4.12 CURB & GUTTER
- DEPRESSED CURB & GUTTER

NOTES:

1. PROPOSED FIRE HYDRANT INSTALLATIONS SHALL BE COORDINATED BY CONTRACTOR WITH EXISTING WATER MAIN LOCATION AND OTHER EXISTING UTILITIES TO ENSURE HYDRANT, VALVE BOX, AND ALL PIPING CAN BE INSTALLED WITHOUT CONFLICT.
2. CONTRACTOR SHALL VERIFY EXISTING WATER MAIN DEPTH FOR ALL PROPOSED CROSSINGS.

SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

FRANZEN STREET UTILITY AND GEOMETRY PLAN AND PROFILE STA 30+00 TO 32+50

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-PPUTILITY
SHEET 21 OF 45

Plotted: January 11, 2024 @ 1:19 PM By: Pamela Whitfield – Tab: 21 PP Utility 22x34

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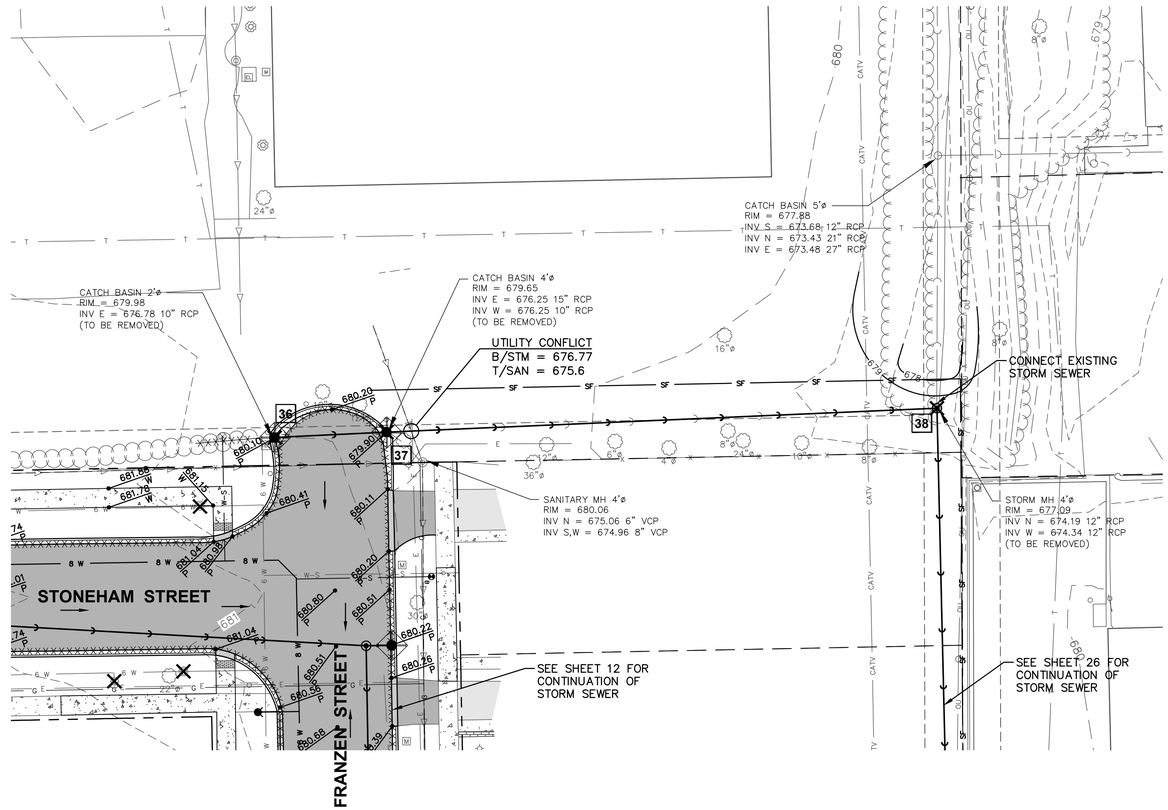
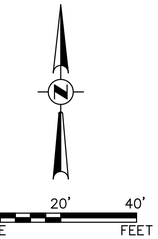


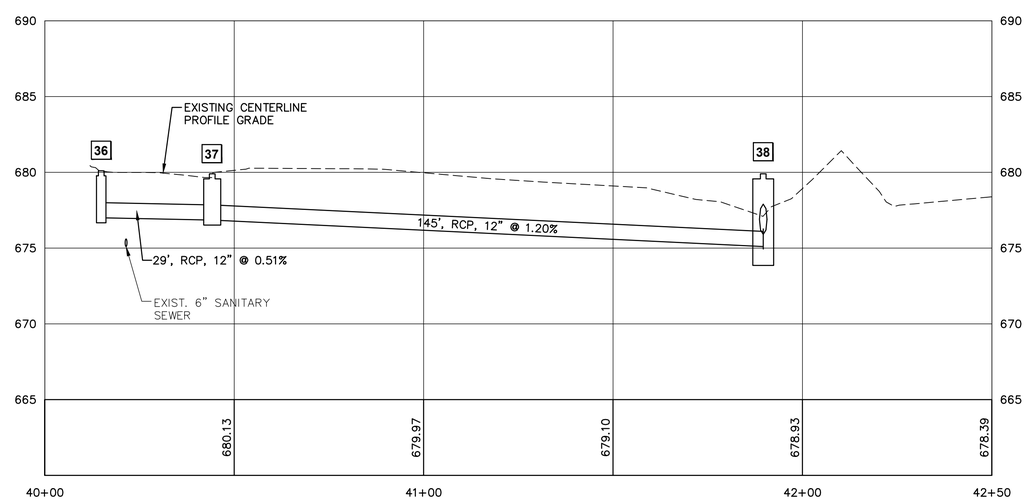


SCHEDULE OF PROPOSED STORM SEWER STRUCTURES

36 STORM INLET NO. 36
TYPE A, 2' DIA. W/ IDOT TY 11
FRAME & GRATE
RIM = 680.10
INV = 677.00, 12" RCP
29 LF STORM SEWER, CLASS B,
TYPE 2, 12" @ 0.51%

37 STORM CATCH BASIN NO. 37
TYPE A, 4' DIA. W/ FLAT SLAB TOP
AND IDOT TY 11 FRAME & GRATE
RIM = 679.90
INV = 676.85, 12" RCP
145 LF STORM SEWER, CLASS B,
TYPE 2, 12" @ 1.20%

38 STORM MANHOLE NO. 38
TYPE A, 6' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME CLOSED LID
RIM = 679.90
INV W = 675.10, 12" RCP
INV S = 675.90, 24" RCP
CONNECT EXISTING STORM SEWER
INV N = 674.19, 12" RCP
236 LF STORM SEWER, CLASS B,
TYPE 2, 24" @ 0.25%



SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

OFFSITE UTILITY AND DRAINAGE PLAN AND PROFILE STA 40+00 TO 43+00

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-PPOFFSITE
SHEET 22 OF 45

Plotted: January 11, 2024 @ 1:19 PM By: Pamela Whitfield – Tab: 22 PP Offsite 22x34
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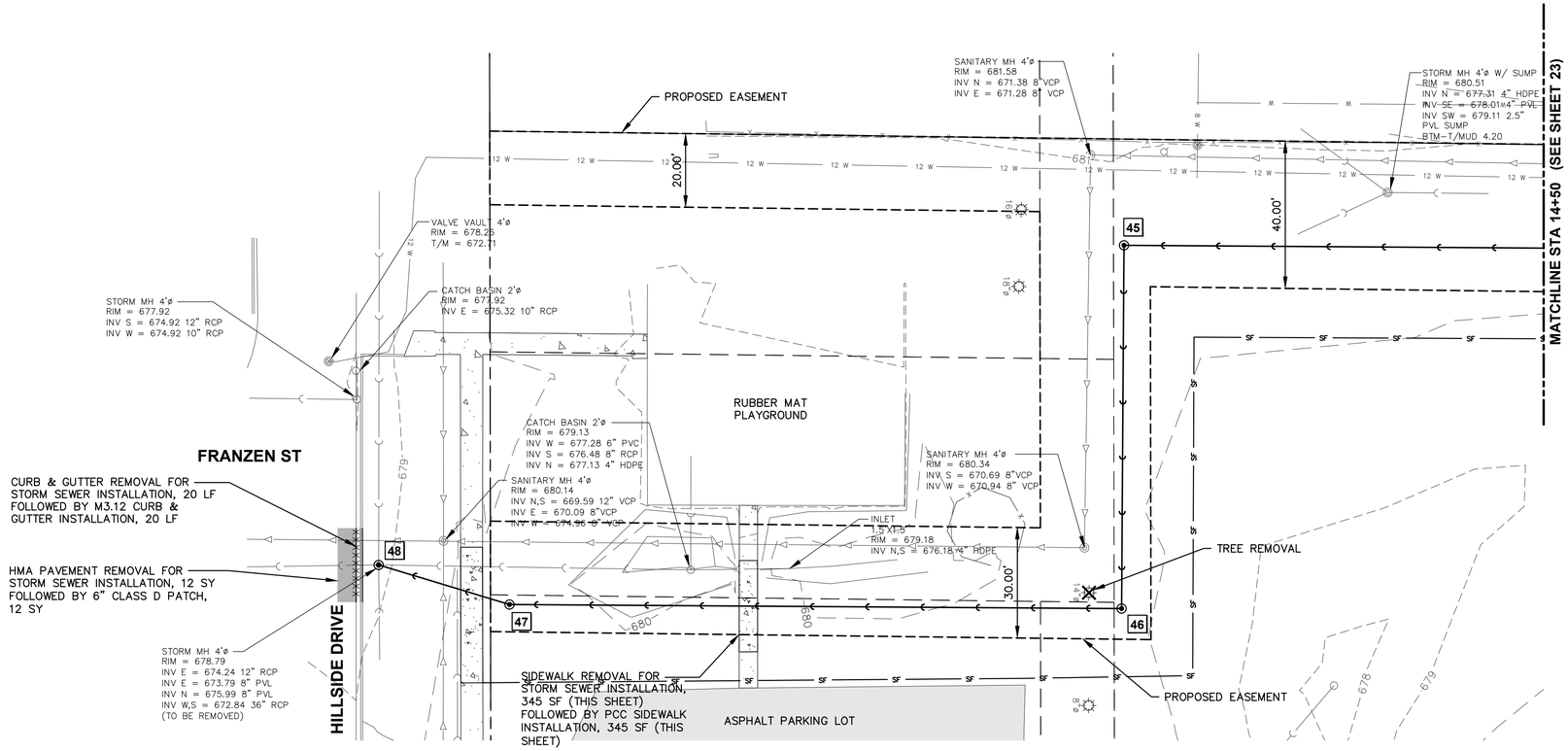
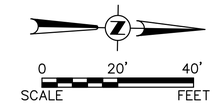




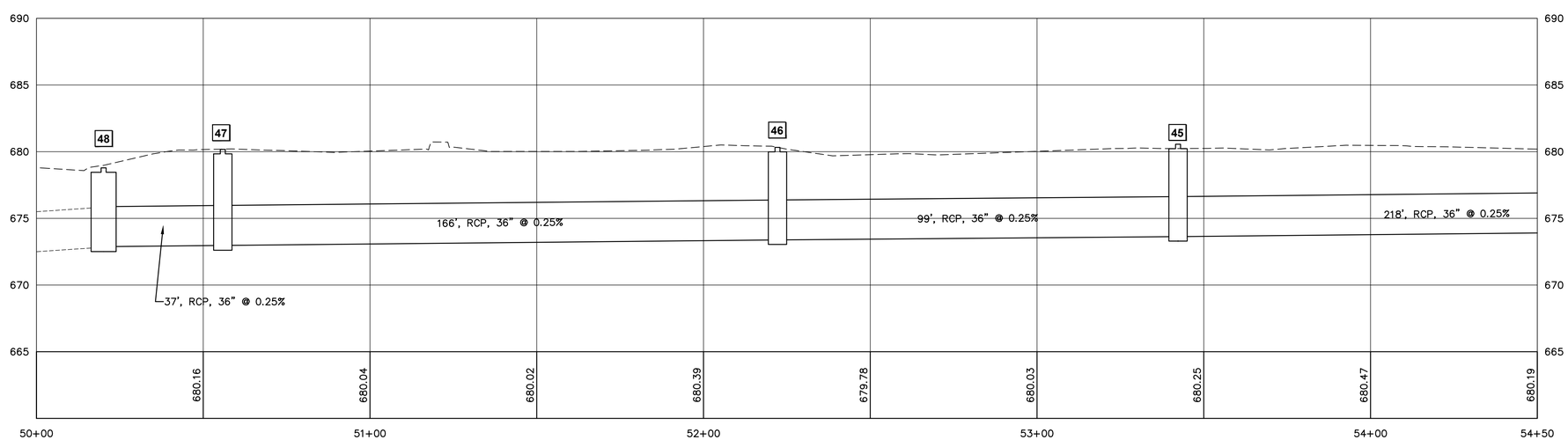
SCHEDULE OF PROPOSED STORM SEWER STRUCTURES

45 STORM MANHOLE NO. 45
TYPE A, 5' DIA. W/ FLAT SLAB TOP AND IDOT TY 1 FRAME CLOSED LID
RIM = 680.52
INV = 673.63, 36" RCP
99 LF STORM SEWER, CLASS B, TYPE 2, 36" @ 0.25%

46 STORM MANHOLE NO. 46
TYPE A, 5' DIA. W/ FLAT SLAB TOP AND IDOT TY 1 FRAME CLOSED LID
RIM = 680.32
INV = 673.38, 36" RCP
166 LF STORM SEWER, CLASS B, TYPE 2, 36" @ 0.25%

47 STORM MANHOLE NO. 47
TYPE A, 5' DIA. W/ FLAT SLAB TOP AND IDOT TY 1 FRAME CLOSED LID
RIM = 680.17
INV = 672.97, 36" RCP
37 LF STORM SEWER, CLASS B, TYPE 2, 36" @ 0.25%

48 STORM MANHOLE NO. 48
TYPE A, 7' DIA. W/ FLAT SLAB TOP AND IDOT TY 1 FRAME CLOSED LID
RIM = 678.79
INV NE = 672.88, 36" RCP
CONNECT EXISTING STORM SEWER
INV E = 674.24, 12" RCP
INV E = 673.79, 8" PVL
INV N = 675.99, 8" PVL
INV W,S = 672.84, 36" RCP



SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

OFFSITE UTILITY AND DRAINAGE PLAN AND PROFILE STA 50+00 TO 54+50

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-PPOFFSITE
SHEET 23 OF 45

Plotted: January 11, 2024 @ 1:19 PM By: Pamela Whitfield – Tab: 23 PP Offsite 22x34
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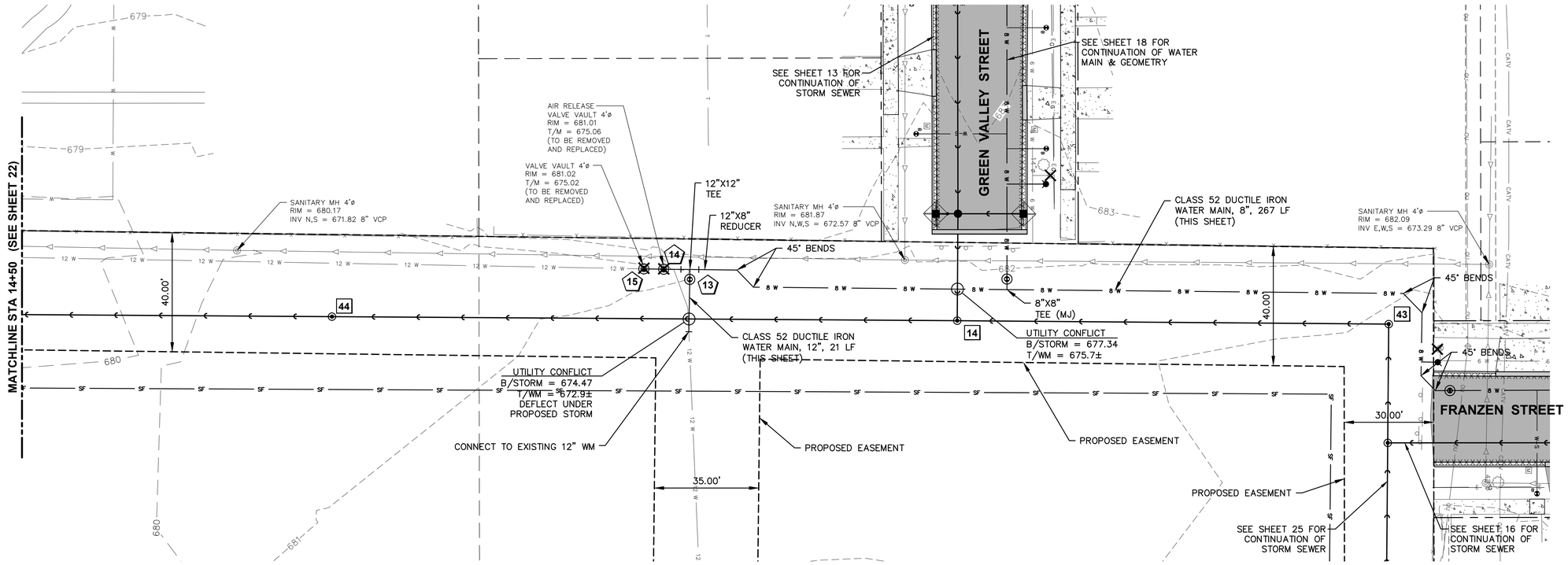


WATER MAIN STRUCTURES

13 VALVE VAULT NO. 13
12" GATE VALVE
IN 60" VAULT
STA 56+72, 4.1' LT
RIM = 681.00

14 VALVE VAULT NO. 14
12" GATE VALVE
IN 60" VAULT
STA 56+65, 7.5' LT
RIM = 681.00

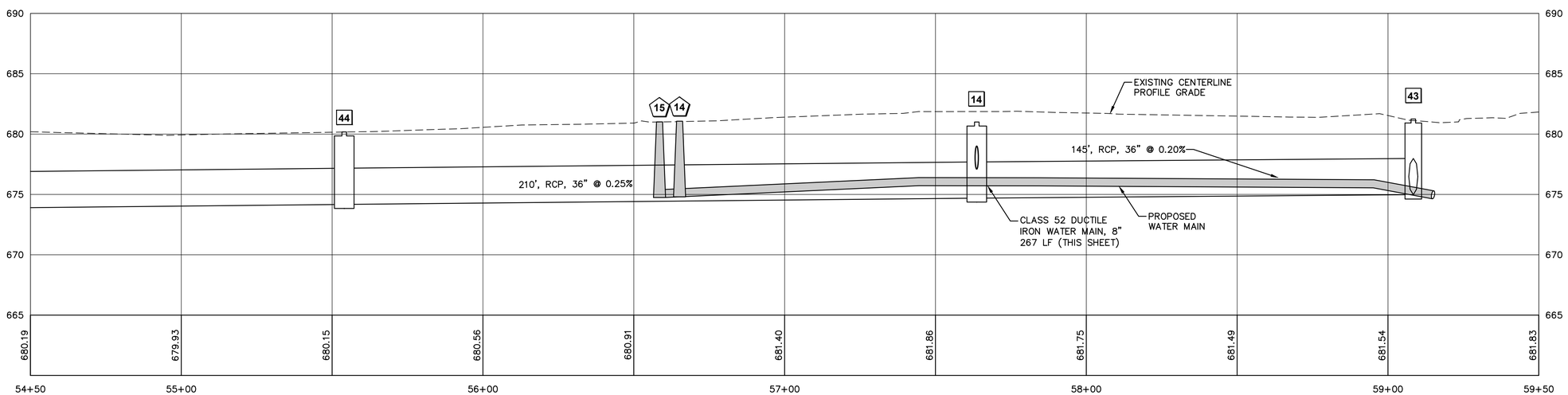
15 VALVE VAULT NO. 15
12" GATE VALVE
IN 60" VAULT
STA 56+58, 7.7' LT
RIM = 681.00

SCHEDULE OF PROPOSED STORM SEWER STRUCTURES

14 STORM MANHOLE NO. 14
TYPE A, 4' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME & CLOSED LID
RIM = 681.00
INV W = 677.20, 18" RCP
INV N,S = 674.69, 36" RCP
209 LF STORM SEWER, CLASS B,
TYPE 2, 36" @ 0.25%

43 STORM MANHOLE NO. 43
TYPE A, 5' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME CLOSED LID
RIM = 681.25
INV = 675.06, 36" RCP
152 LF STORM SEWER, CLASS B,
TYPE 2, 36" @ 0.25%

44 STORM MANHOLE NO. 44
TYPE A, 5' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME CLOSED LID
RIM = 680.18
INV = 674.17, 36" RCP
218 LF STORM SEWER, CLASS B,
TYPE 2, 36" @ 0.25%



SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

OFFSITE UTILITY AND DRAINAGE PLAN AND PROFILE STA 54+50 TO 59+50

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-PPOFFSITE
SHEET 24 OF 45

Plotted: January 11, 2024 @ 1:19 PM By: Pamela Whitfield – Tab: 24 PP Offsite 22x34
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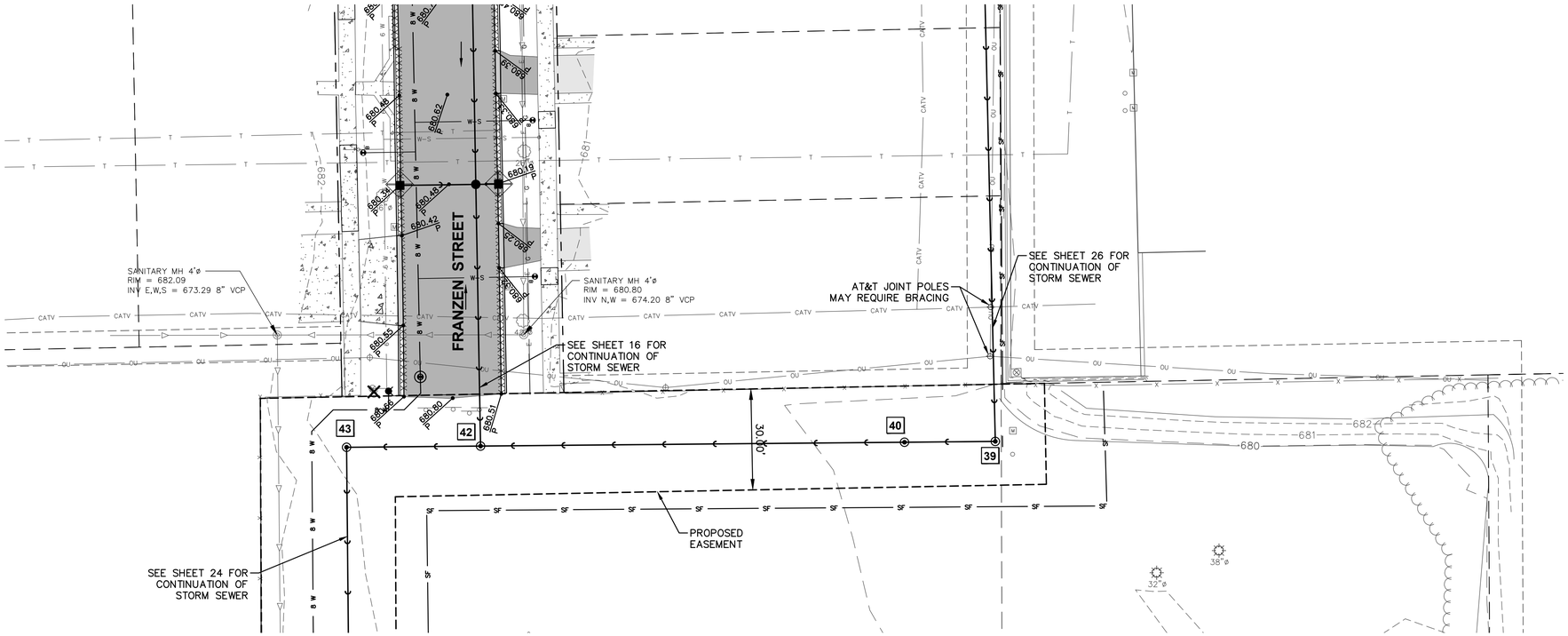
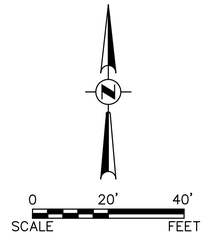




SCHEDULE OF PROPOSED STORM SEWER STRUCTURES

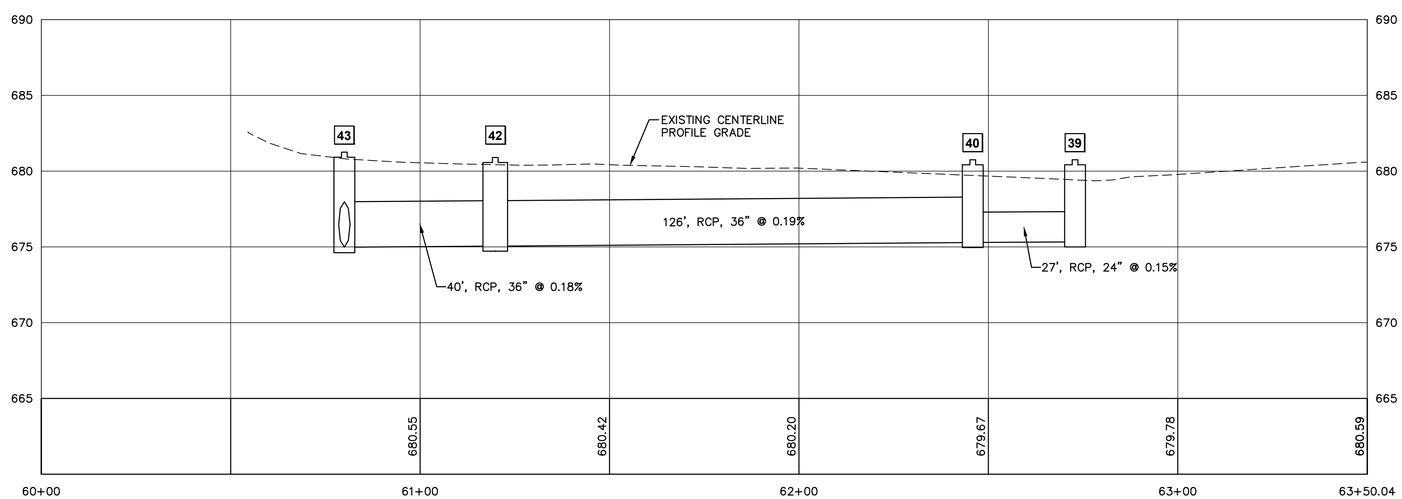
39 STORM MANHOLE NO. 39
TYPE A, 5' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME CLOSED LID
RIM = 680.75
INV = 675.33, 24" RCP
27 LF STORM SEWER, CLASS B,
TYPE 2, 24" @ 0.15%

40 STORM MANHOLE NO. 40
TYPE A, 5' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME CLOSED LID
RIM = 680.75
INV E = 675.29, 24" RCP
INV W = 675.29, 36" RCP
126 LF STORM SEWER, CLASS B,
TYPE 2, 36" @ 0.19%

41 NOT USED

42 STORM MANHOLE NO. 42
TYPE A, 6' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME & CLOSED
LID
RIM = 680.90
INV N = 675.50, 24" RCP
INV E,W = 675.05, 36" RCP
40 LF STORM SEWER, CLASS B,
TYPE 2, 36" @ 0.18%

43 STORM MANHOLE NO. 43
TYPE A, 5' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME CLOSED LID
RIM = 681.25
INV = 674.98, 36" RCP
145 LF STORM SEWER, CLASS B,
TYPE 2, 24" @ 0.20%



SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

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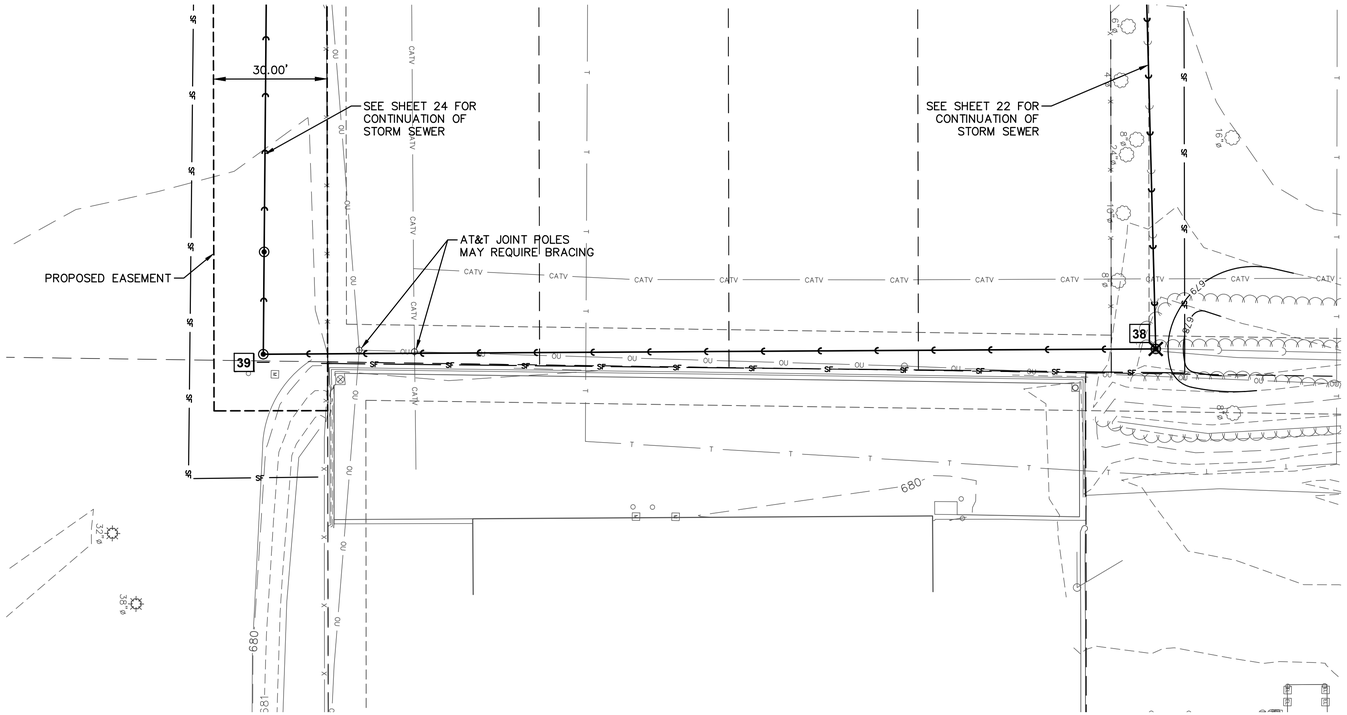
NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

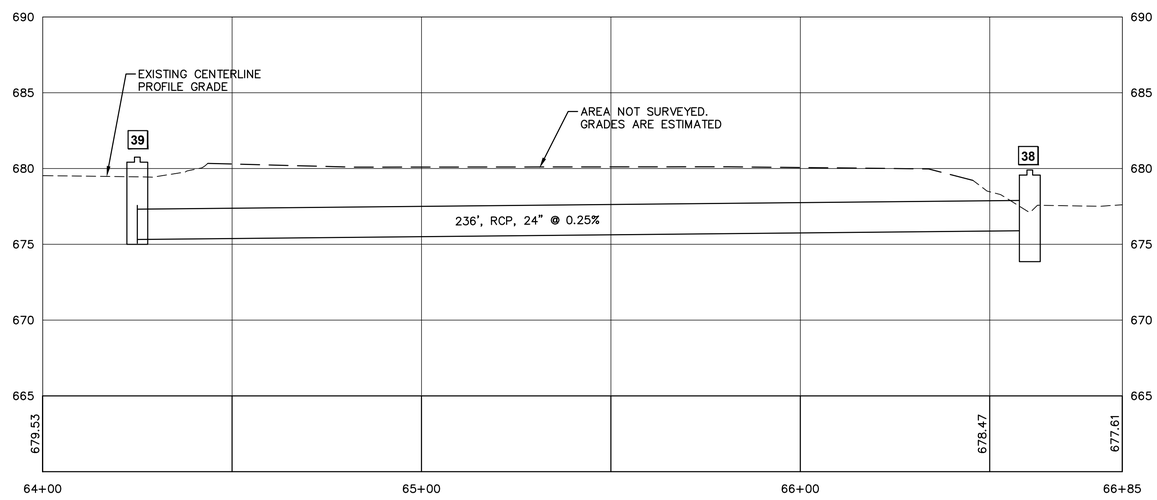
BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

OFFSITE UTILITY AND DRAINAGE PLAN AND PROFILE STA 60+00 TO 62+70

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-PPOFFSITE
SHEET 25 OF 45

Plotted: January 11, 2024 @ 1:19 PM By: Pamela Whitfield – Tab: 25 PP Offsite 22x34
FOLDER: \SUSCPROJ\BE_BENSENVILLE\2022\BE2202\DWG FINAL ENG\BE2202-PPOFFSITE





0 20' 40'
SCALE FEET

SCHEDULE OF PROPOSED STORM SEWER STRUCTURES

38 STORM MANHOLE NO. 38
TYPE A, 6' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME CLOSED LID
RIM = 679.90
INV W = 675.10, 12" RCP
INV S = 675.90, 24" RCP
CONNECT EXISTING STORM SEWER
INV N = 674.19, 12" RCP
236 LF STORM SEWER, CLASS B,
TYPE 2, 24" @ 0.25%

39 STORM MANHOLE NO. 39
TYPE A, 5' DIA. W/ FLAT SLAB TOP
AND IDOT TY 1 FRAME CLOSED LID
RIM = 680.75
INV = 675.32, 24" RCP
27 LF STORM SEWER, CLASS B, TYPE
2, 36" @ 0.15%

SCALE:
HORIZONTAL 1" = 20'
VERTICAL 1" = 5'

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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

BROWNGATE SUBDIVISION
ROADWAY AND WATER MAIN IMPROVEMENTS

OFFSITE UTILITY AND DRAINAGE PLAN AND PROFILE
STA 64+00 TO 66+60

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-PPOFFSITE
SHEET 26 OF 45

Plotted: January 11, 2024 @ 1:20 PM By: Pamela Whitfield – Tab: 26 PP Offsite 22x34
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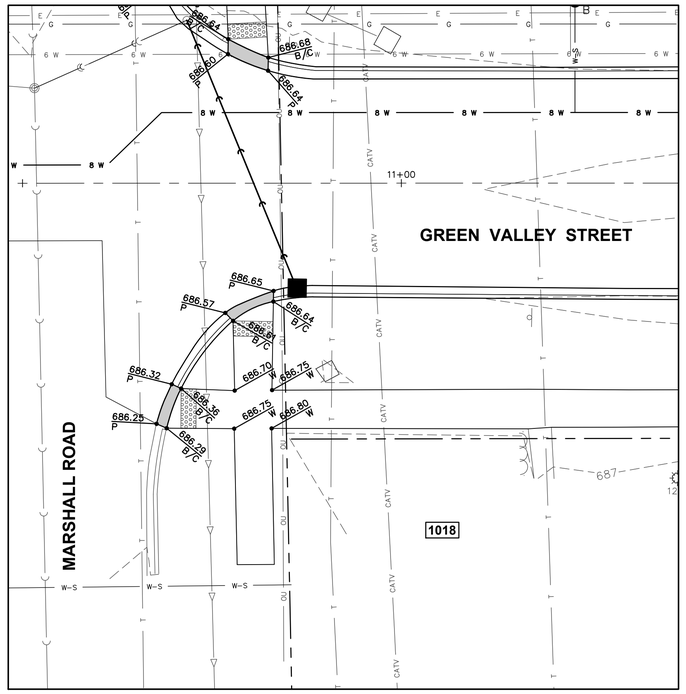

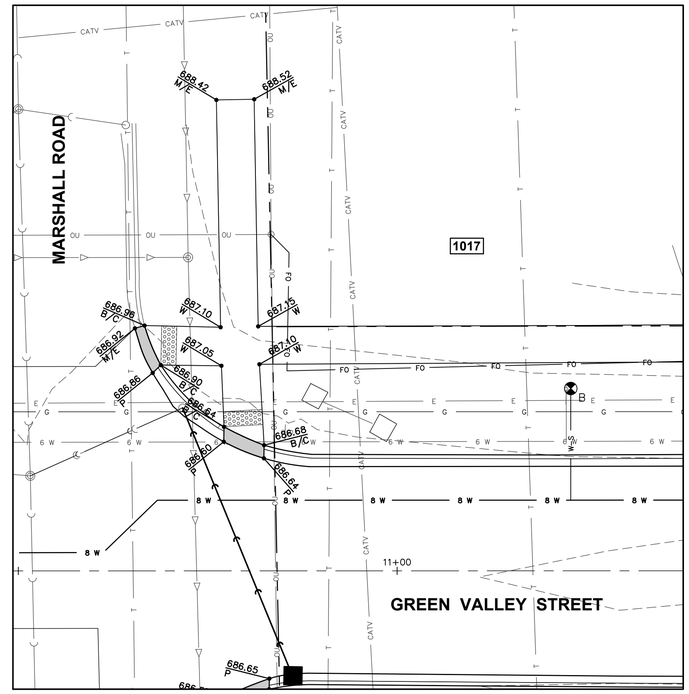

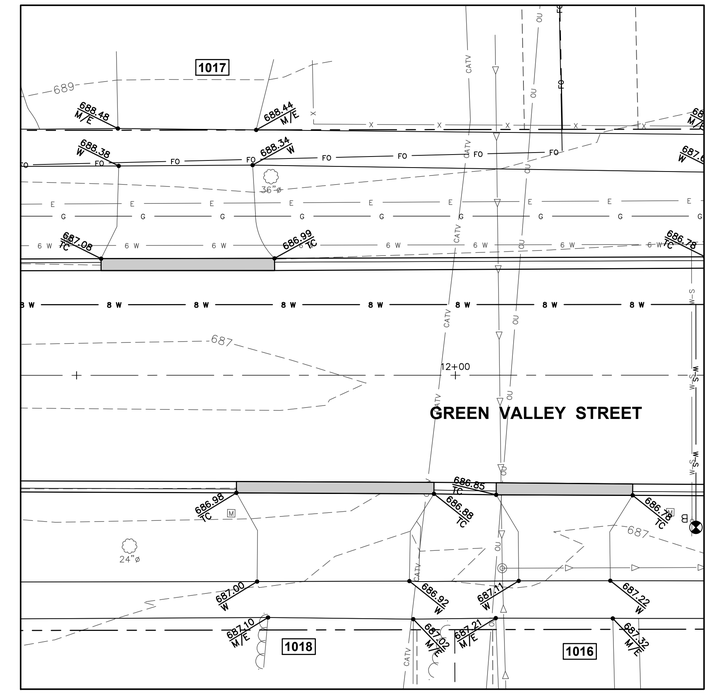

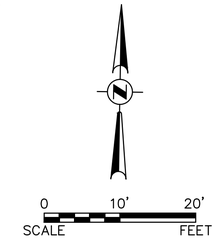

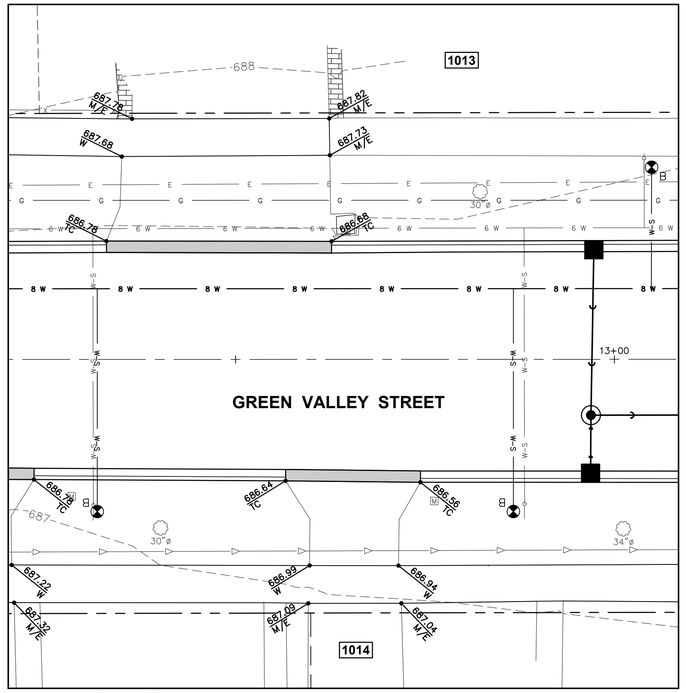

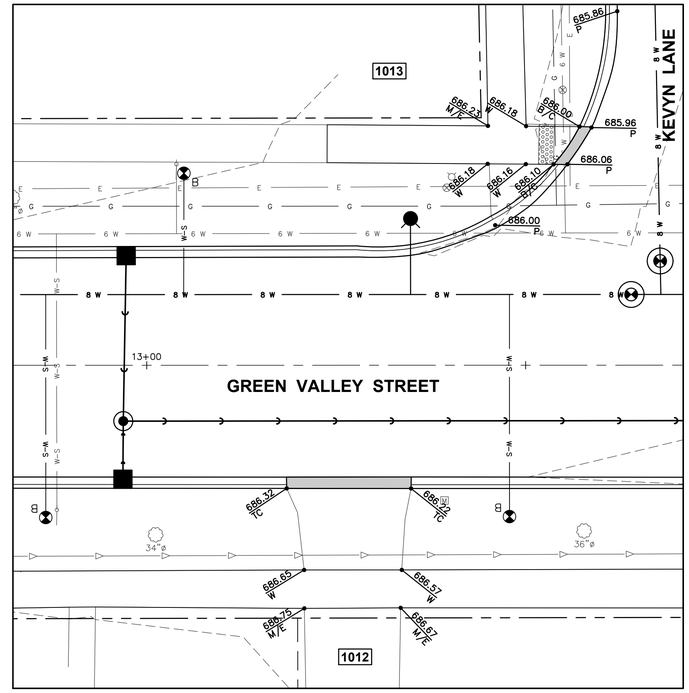

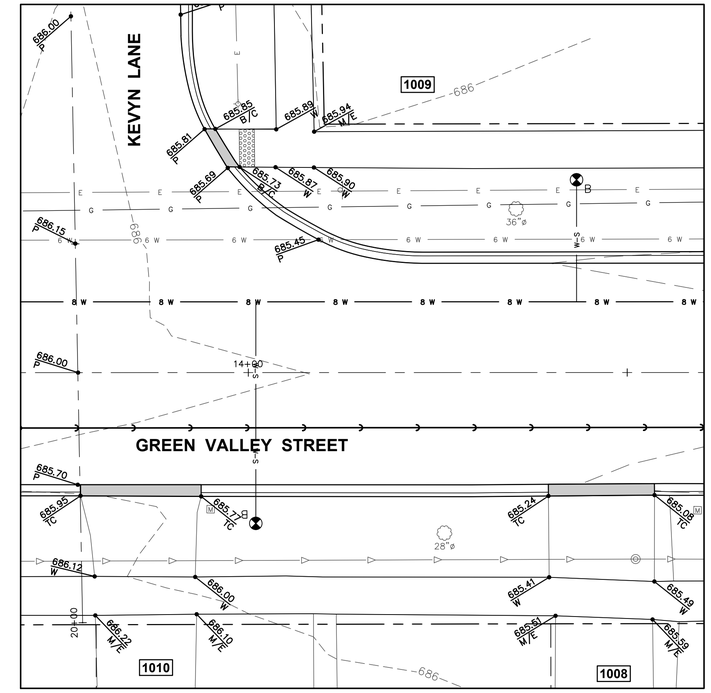

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DUPAGE COUNTY, ILLINOIS

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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

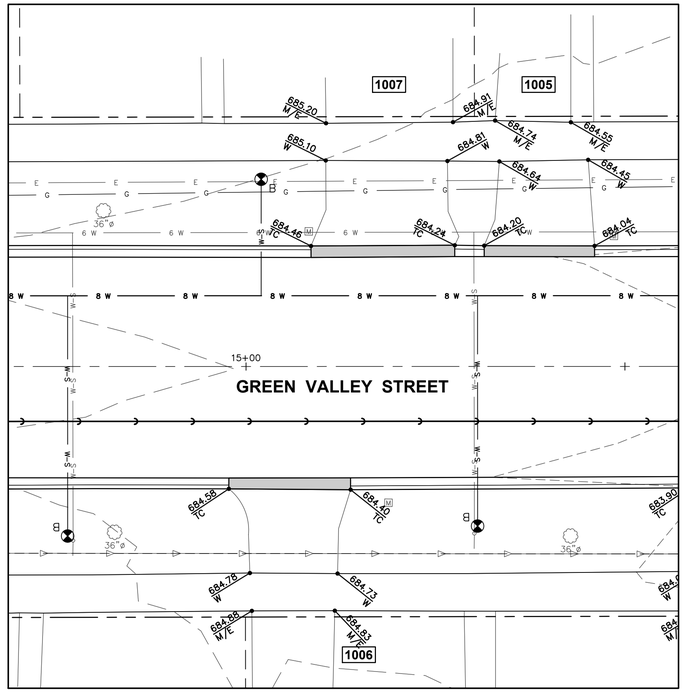
BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

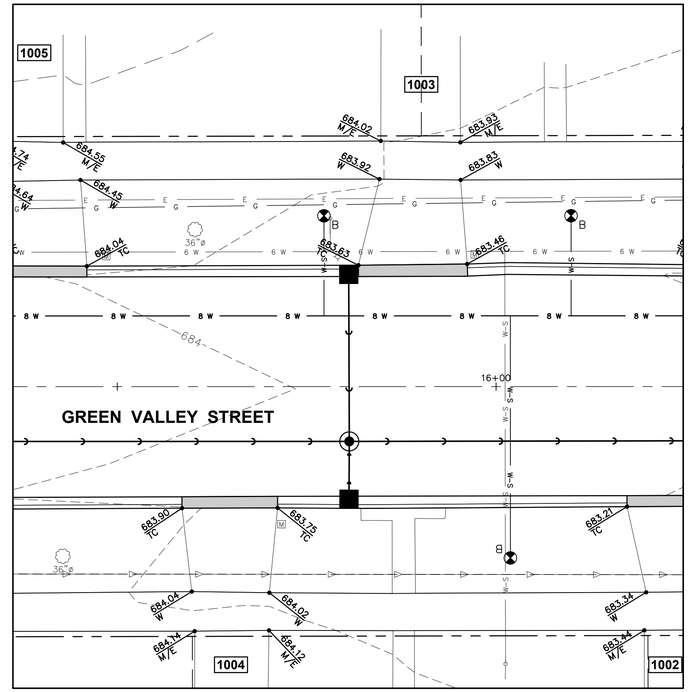
DETAILED GRADING OF DRIVEWAYS AND ADA RAMPS

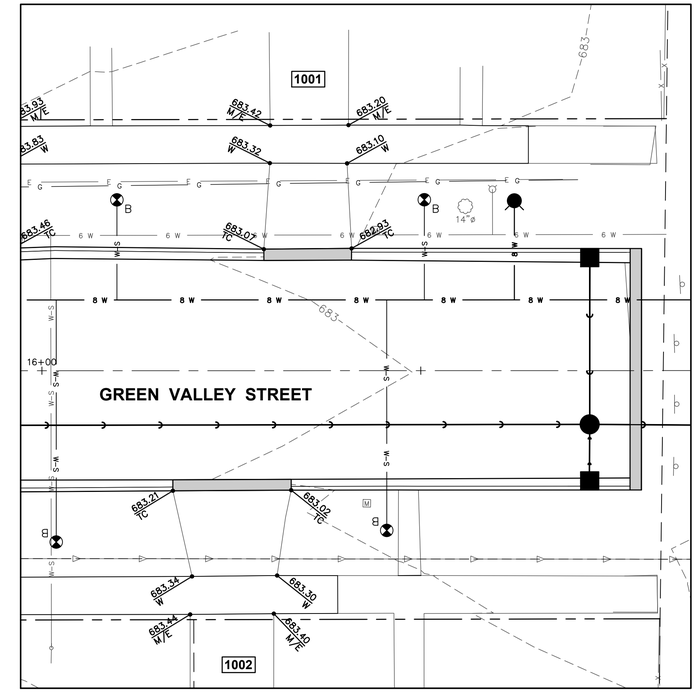
DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-GRADESMALL
SHEET 27 OF 45

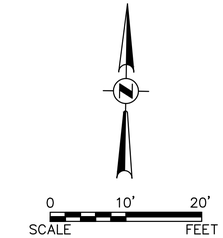
Plotted: January 11, 2024 @ 1:20 PM By: Pamela Whitfield - Tab: 27 Road Grading 22x34

Path: H:\DISKFROM\BE_BENSENVILLE\2022\BE2202\VWC FINAL ENG\BE2202-GRADESMALL









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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

DETAILED GRADING OF DRIVEWAYS AND ADA RAMPS

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-GRADESMALL
SHEET **28** OF **45**

Plotted: January 11, 2024 @ 1:20 PM By: Pamela Whitfield - Tab: 28 Road Grading 22x34

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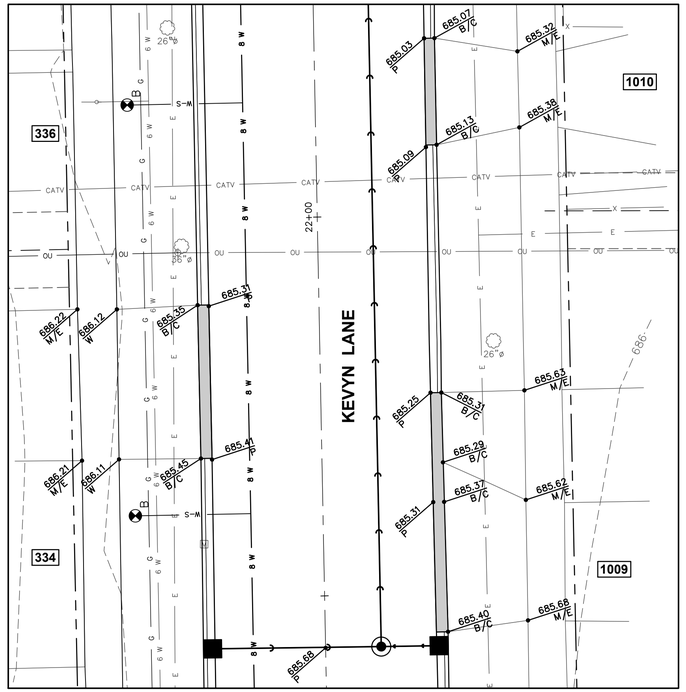

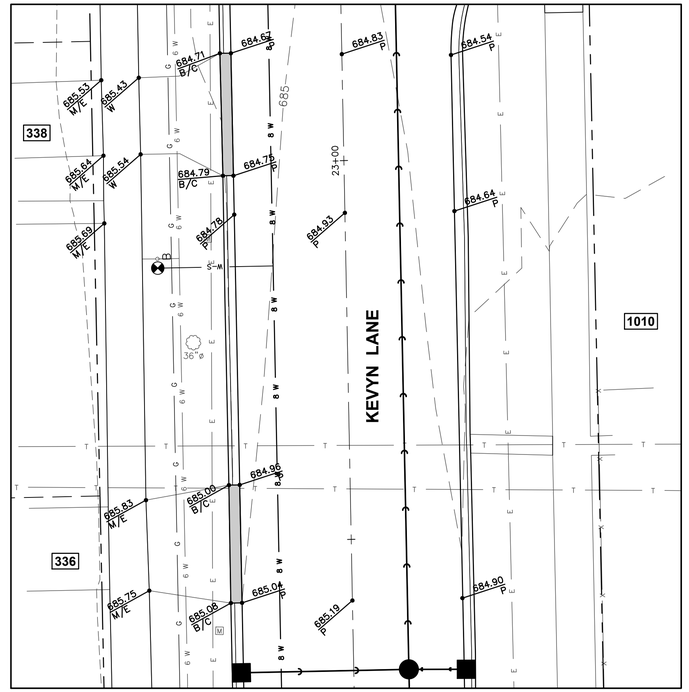

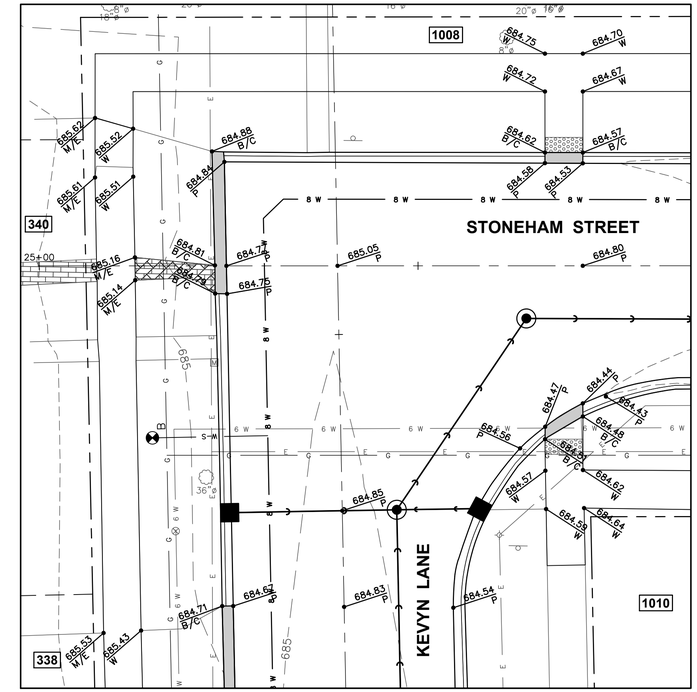

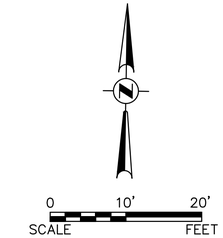

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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

DETAILED GRADING OF DRIVEWAYS AND ADA RAMPS

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-GRADESMALL
SHEET 29 OF 45

Plotted: January 11, 2024 @ 1:20 PM By: Pamela Whitfield - Tab: 29 Road Grading 22x34

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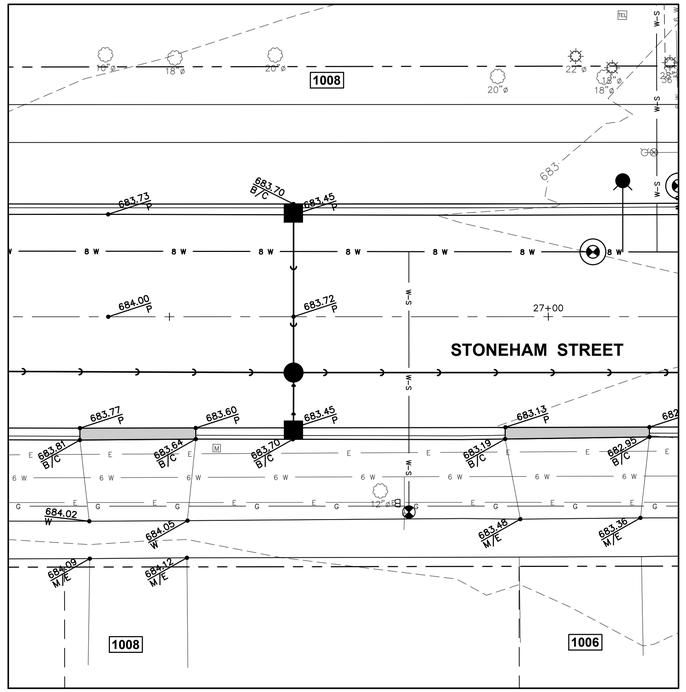

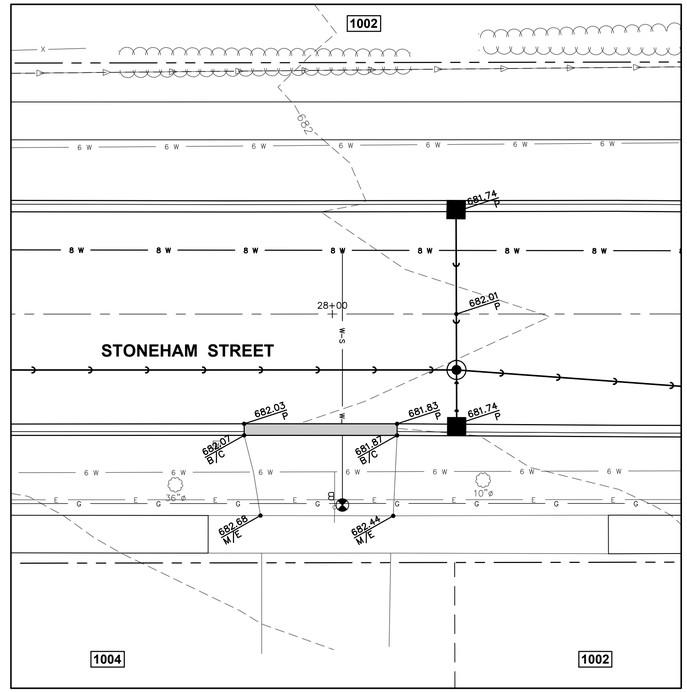

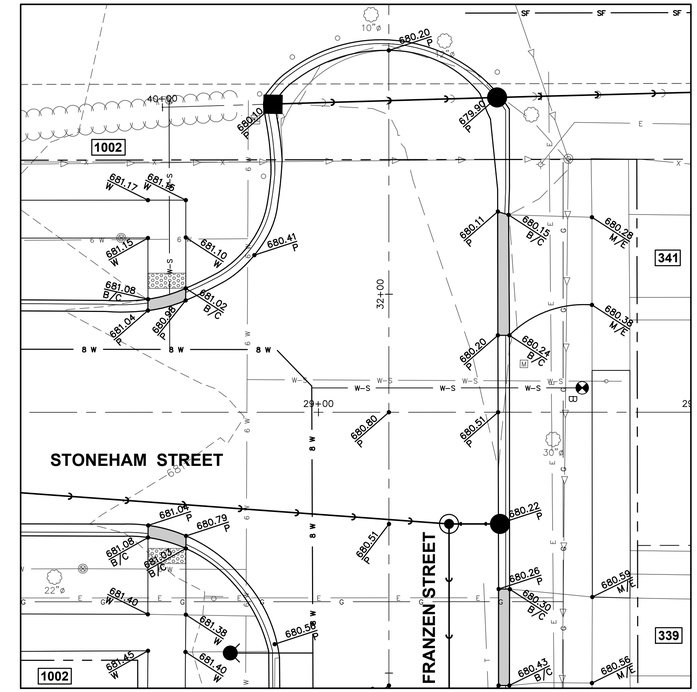

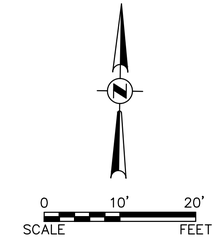

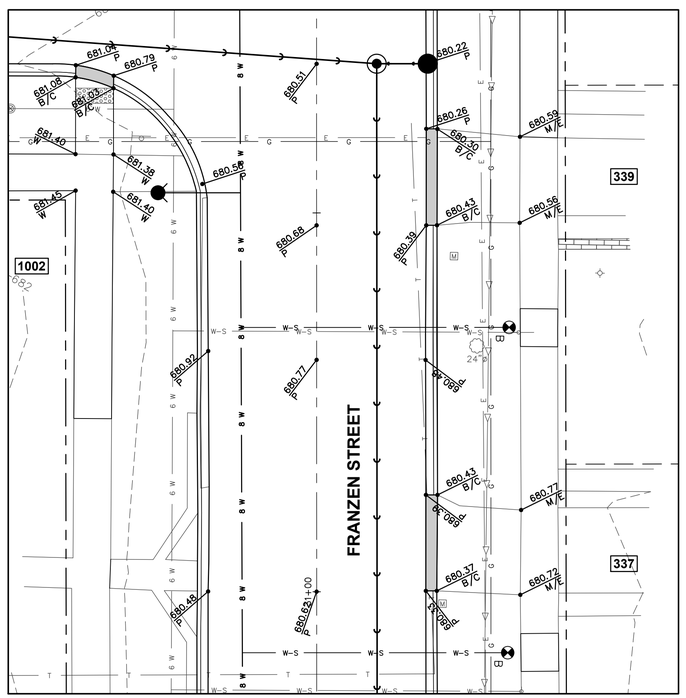

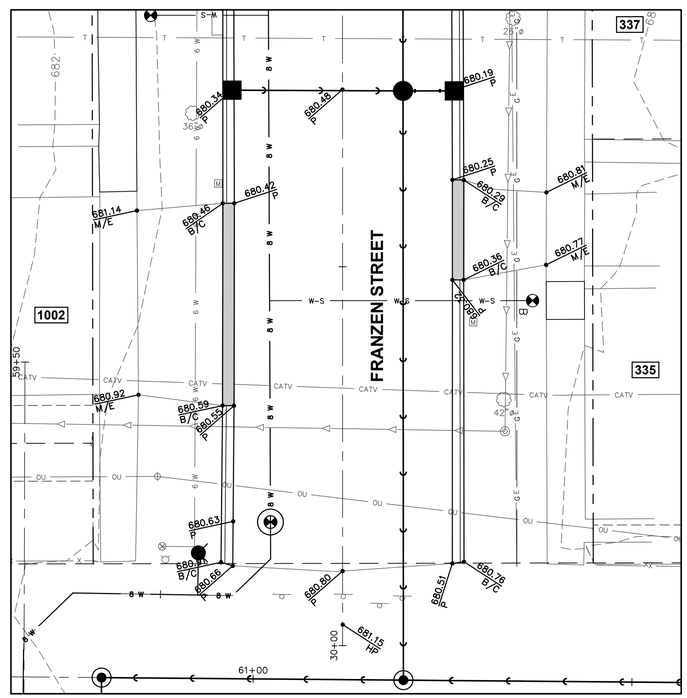

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NO.	DATE	REVISIONS
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BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

DETAILED GRADING OF DRIVEWAYS AND ADA RAMPS

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-GRADESMALL
SHEET 30 OF 45

Plotted: January 11, 2024 @ 1:21 PM By: Pamela Whitfield - Tab: 30 Road Grading 22x34

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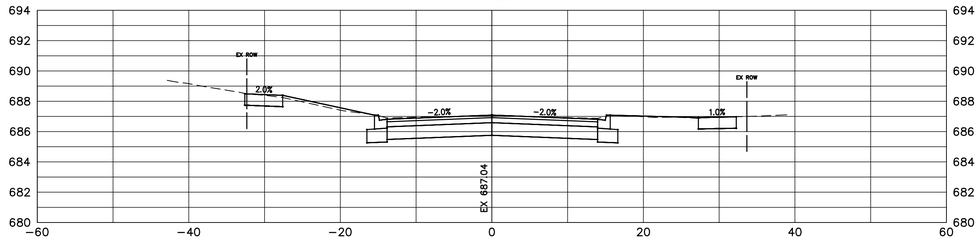

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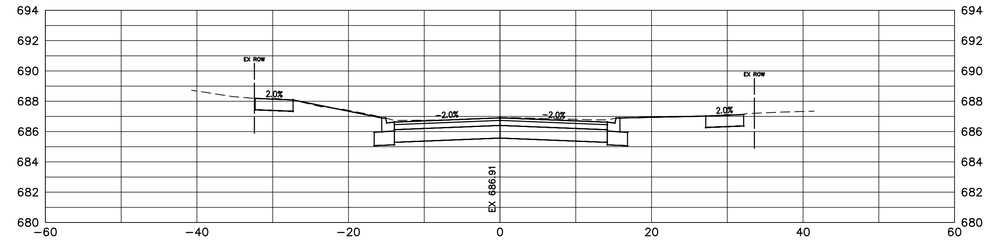

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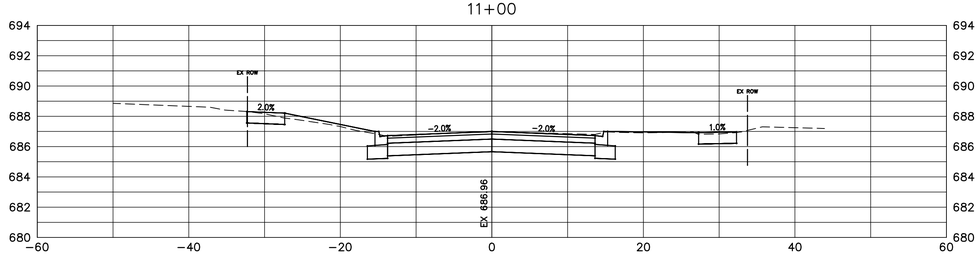
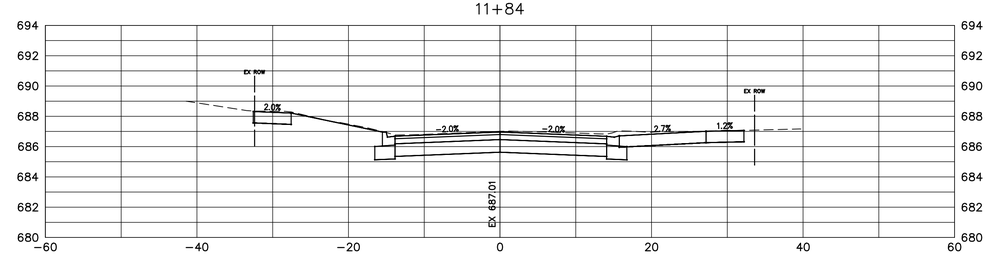


11+84



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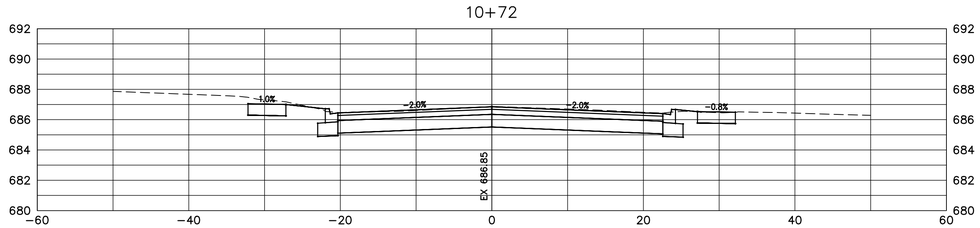

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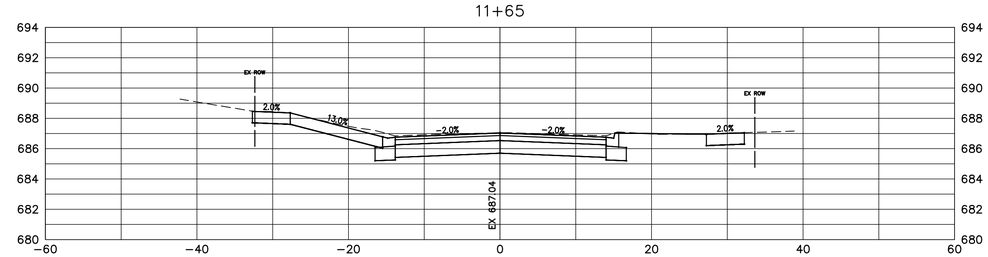

SCALE:
HORIZONTAL 1" = 10'
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NO.	DATE	REVISIONS
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BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

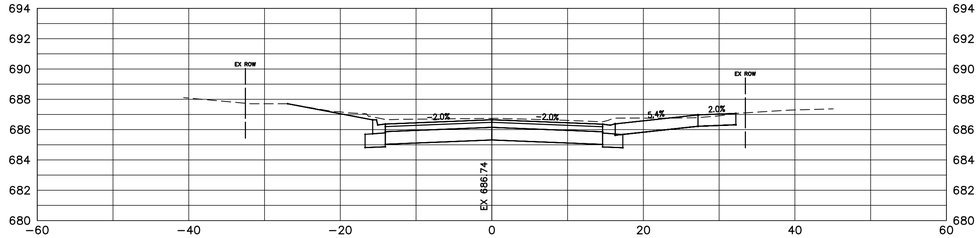
GREEN VALLEY STREET CROSS SECTIONS STA 10+68 TO 12+00

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-SECTIONS
SHEET 31 OF 45

Plotted: January 11, 2024 @ 1:21 PM By: Pamela Whitfield - Tab: 31 Sections 22x34

PATH: \\DISKPROJ\BE_BENSENVILLE\2022\BE2202\DWG FINAL ENG\BE2202-SECTIONS

12+65



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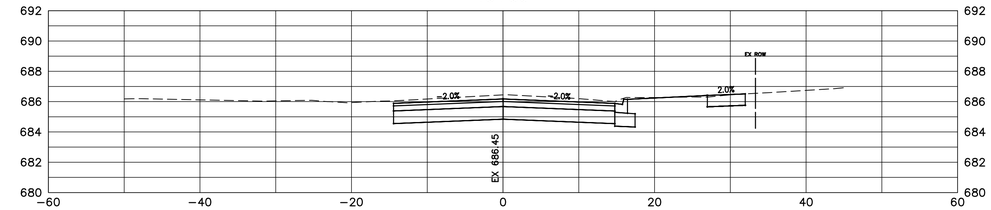

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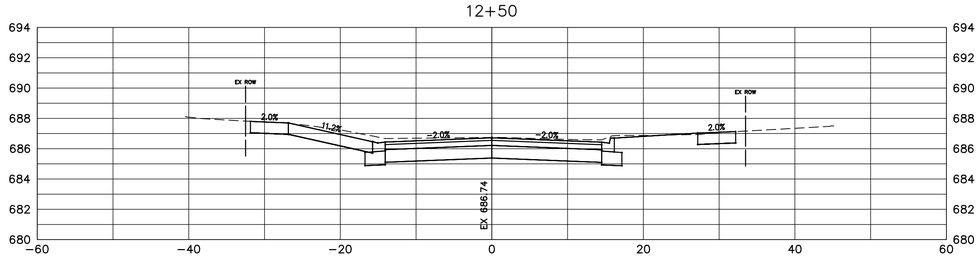

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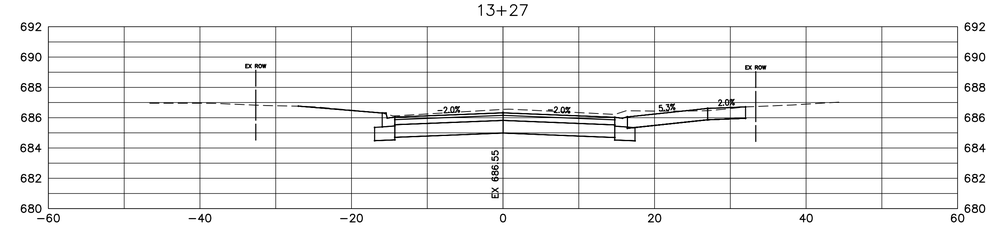
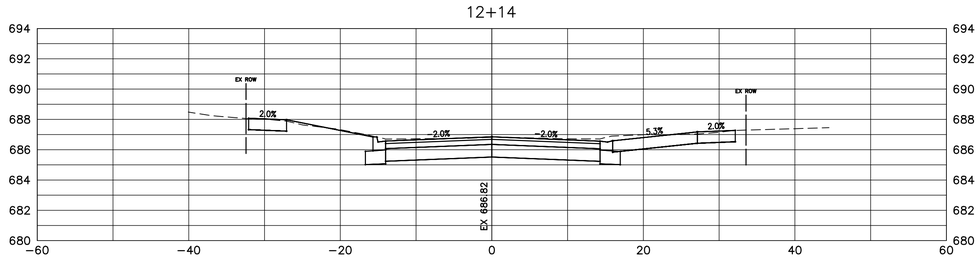


12+14



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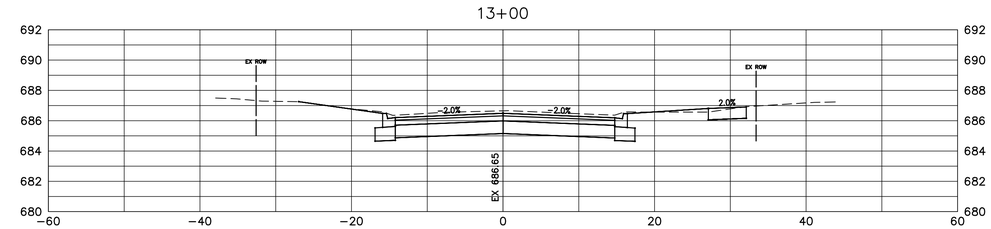

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BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

GREEN VALLEY STREET CROSS SECTIONS STA 12+14 TO 13+50

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-SECTIONS
SHEET 32 OF 45

Plotted: January 11, 2024 @ 1:21 PM By: Pamela Whitfield - Tab: 32 Sections 22x34

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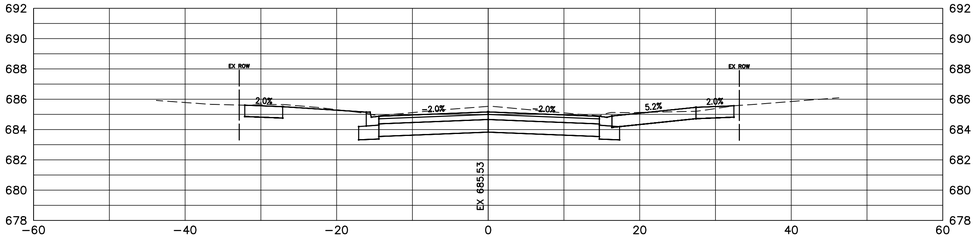
14+50



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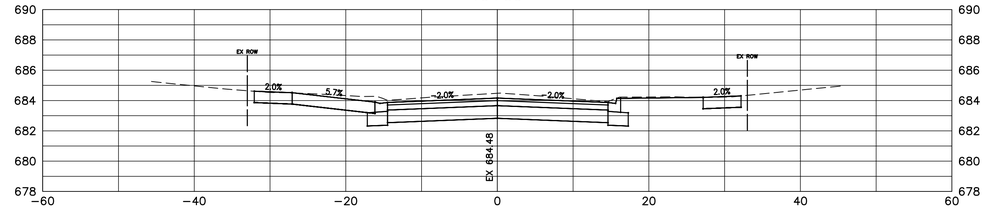
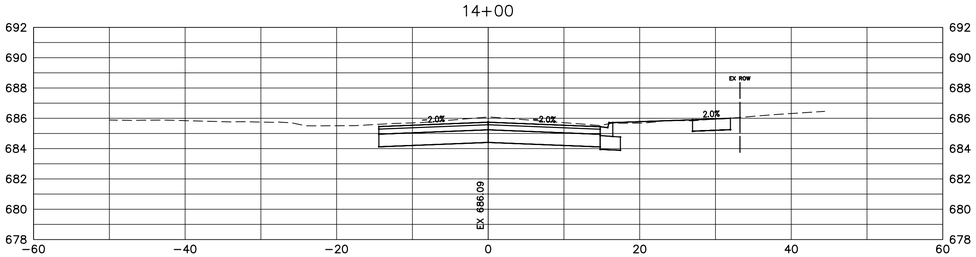


14+00



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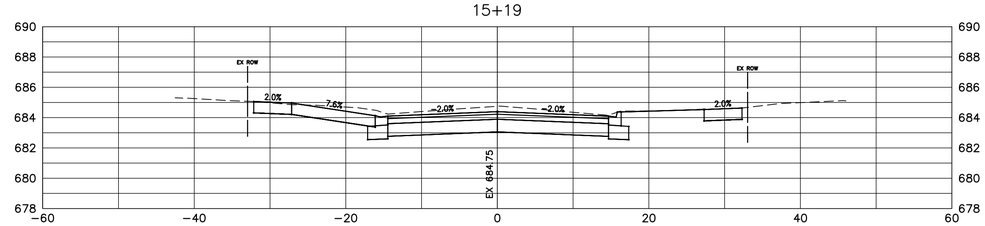
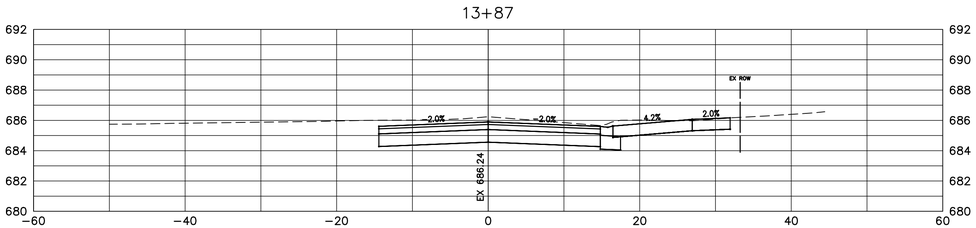


13+87



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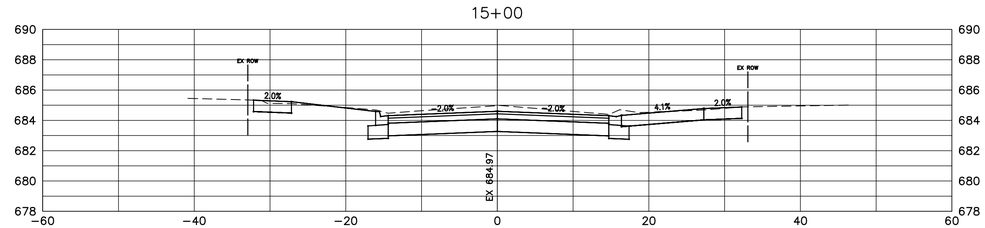

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BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

GREEN VALLEY STREET CROSS SECTIONS STA 13+87 TO 15+39

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-SECTIONS
SHEET 33 OF 45

Plotted: January 11, 2024 @ 1:21 PM By: Pamela Whitfield - Tab: 33 Sections 22x34

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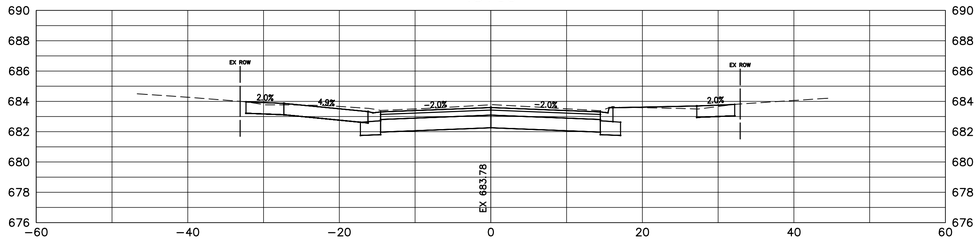
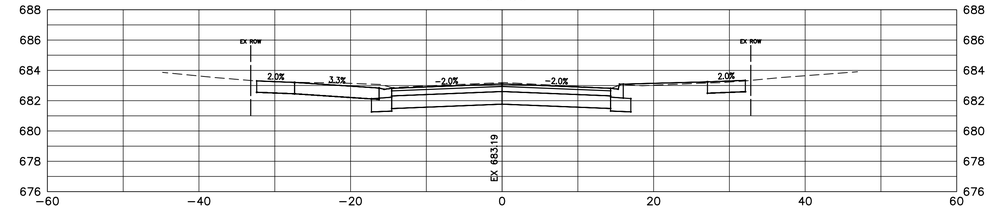


16+36



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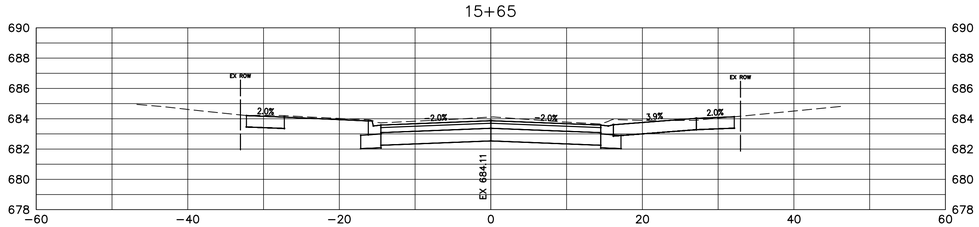
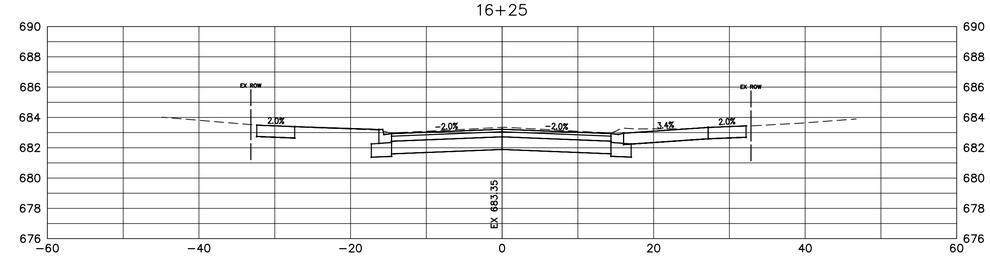
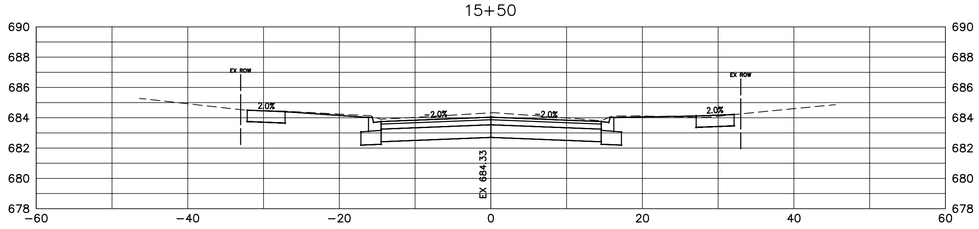


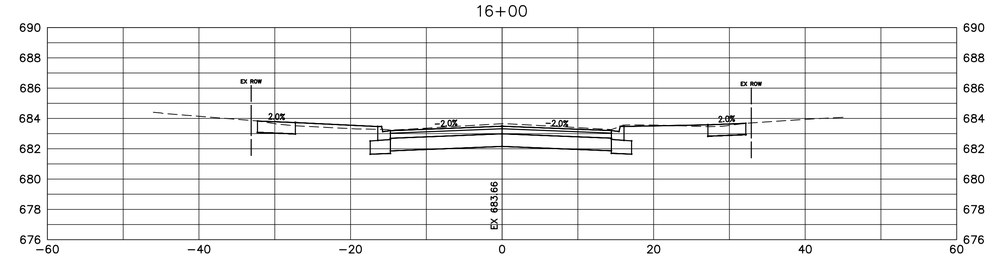
16+25



15+50



16+00



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NO.	DATE	REVISIONS
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BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

GREEN VALLEY STREET CROSS SECTIONS STA 15+50 TO 16+36

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-SECTIONS
SHEET 34 OF 45

Plotted: January 11, 2024 @ 1:21 PM By: Pamela Whitfield - Tab: 34 Sections 22x34

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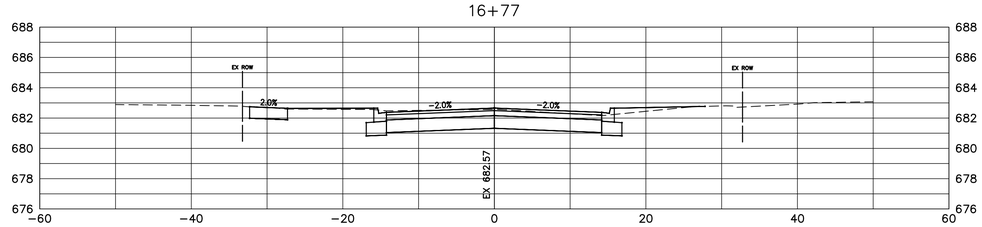
16+77



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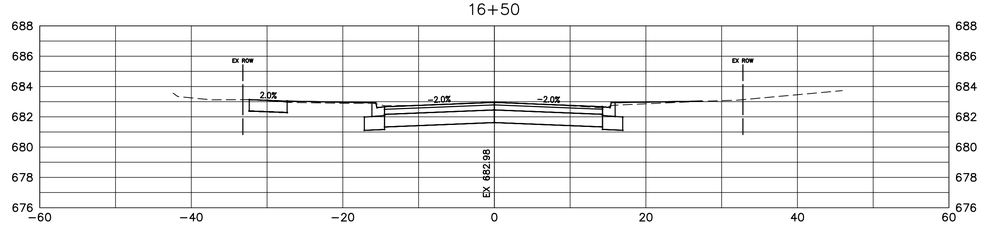

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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

GREEN VALLEY STREET CROSS SECTIONS STA 16+50 TO 16+77

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-SECTIONS
SHEET 35 OF 45

Plotted: January 11, 2024 @ 1:21 PM By: Pamela Whitfield - Tab: 35 Sections 22x34

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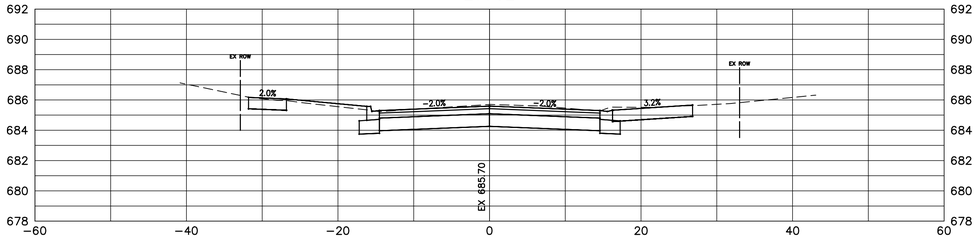

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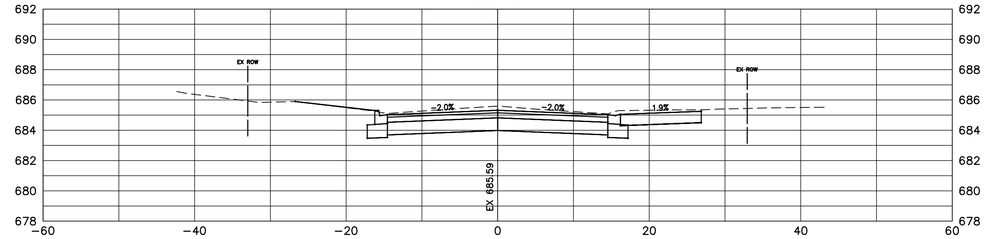

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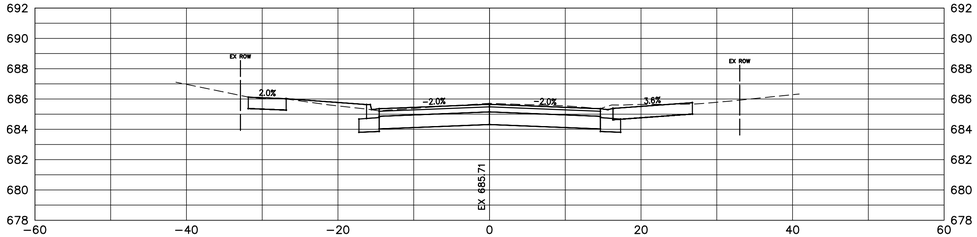

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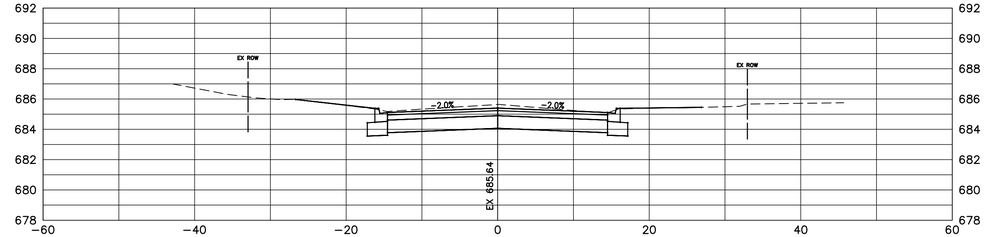

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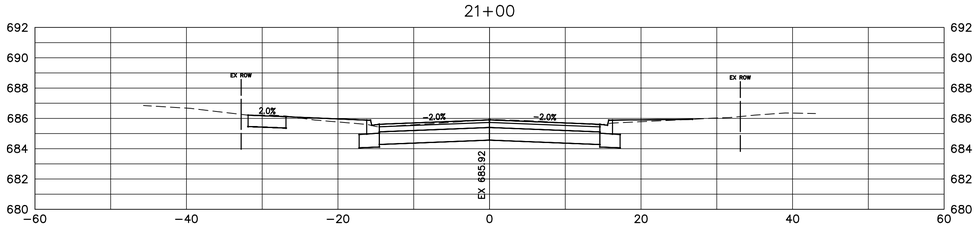

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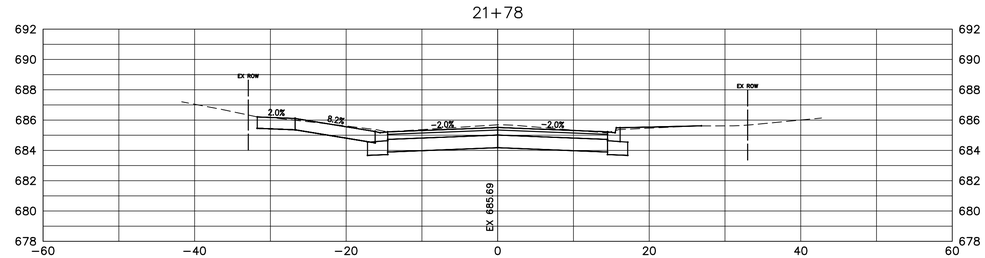

SCALE:
HORIZONTAL 1" = 10'
VERTICAL 1" = 5'

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VILLAGE OF BENSENVILLE
DUPAGE COUNTY, ILLINOIS

0 1
Bar = 1" When printed FULL size. Adjust stated scales to print size.

NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

KEVYN LANE CROSS SECTIONS STA 21+00 TO 22+16

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-SECTIONS
SHEET 36 OF 45

Plotted: January 11, 2024 @ 1:21 PM By: Pamela Whitfield - Tab: 36 Sections 22x34

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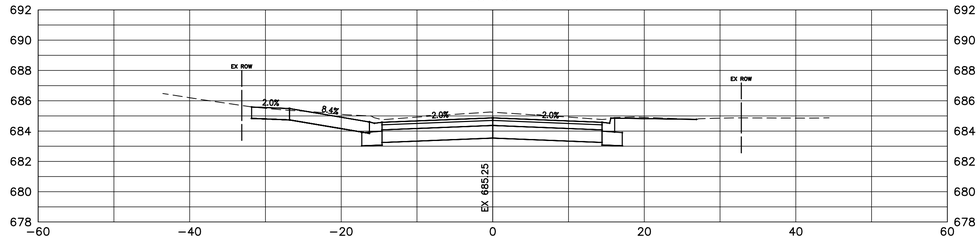
23+06



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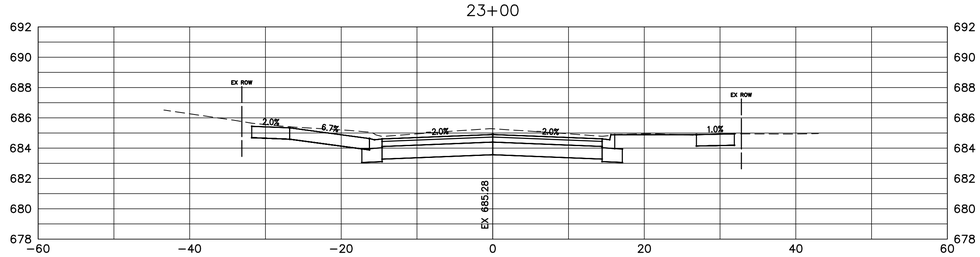

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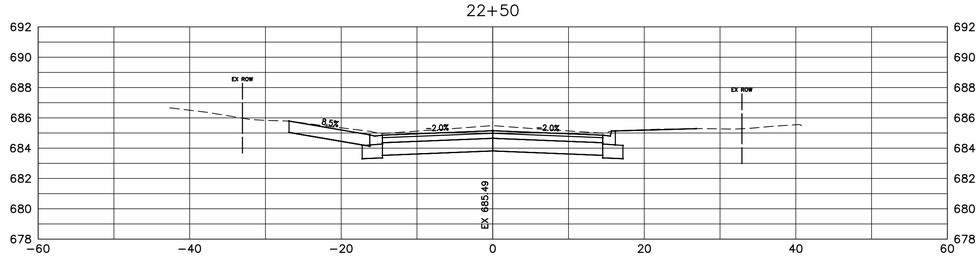

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BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

KEVYN LANE CROSS SECTIONS STA 22+50 TO 23+06

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-SECTIONS
SHEET 37 OF 45

Plotted: January 11, 2024 @ 1:21 PM By: Pamela Whitfield - Tab: 37 Sections 22x34

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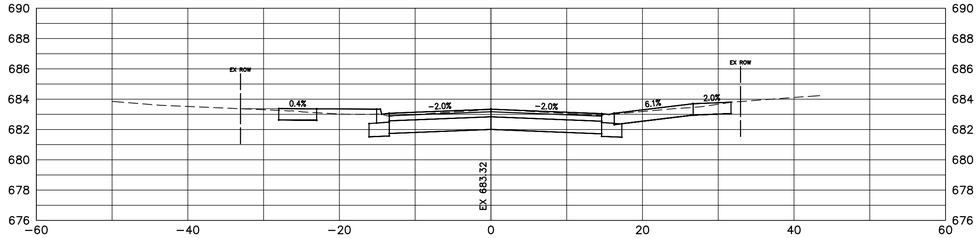
27+00



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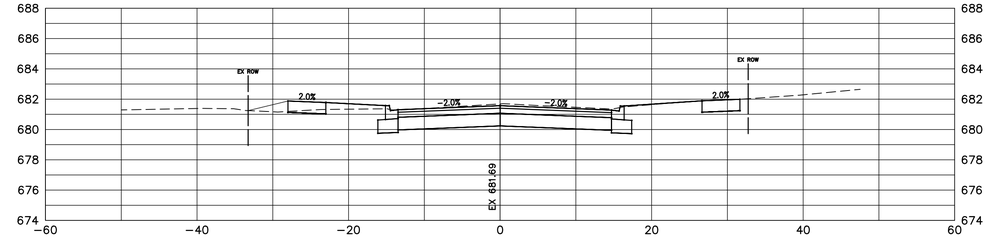

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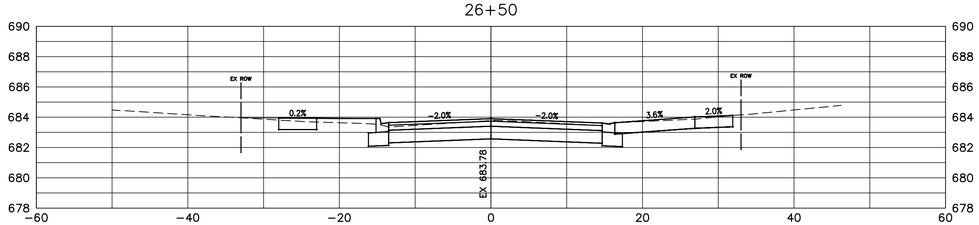

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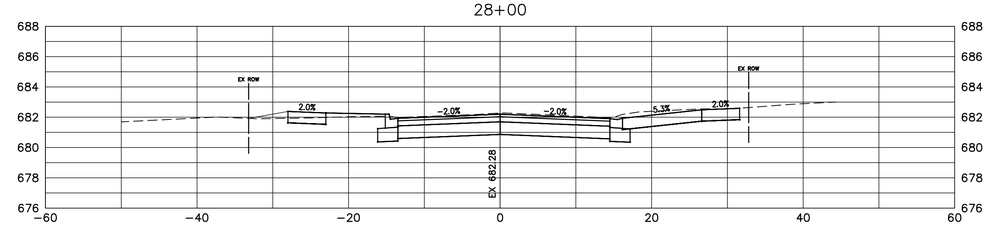

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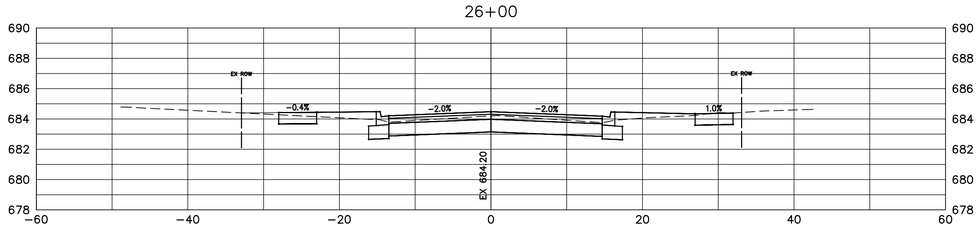

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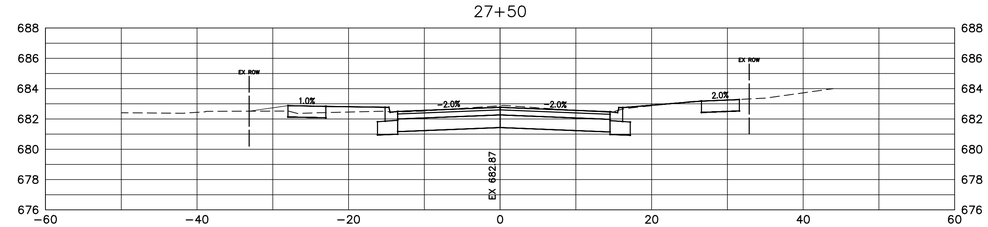

SCALE:
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BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

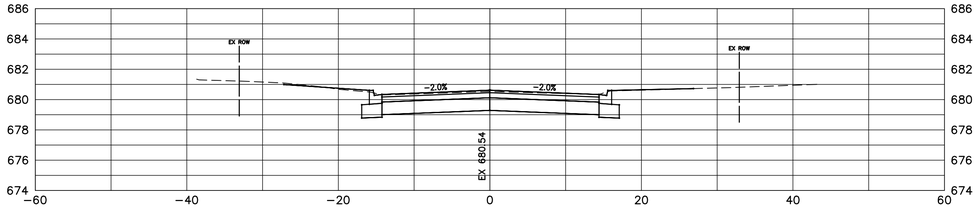
STONEHAM STREET CROSS SECTIONS STA 26+00 TO 28+50

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-SECTIONS
SHEET 38 OF 45

Plotted: January 11, 2024 @ 1:22 PM By: Pamela Whitfield - Tab: 38 Sections 22x34

Path: V:\DSKPROJ\BE_BENSENVILLE\2022\BE2202\DWG FINAL ENG\BE2202-SECTIONS

31+00



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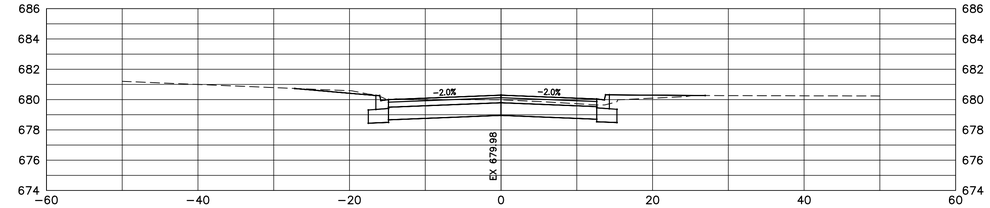
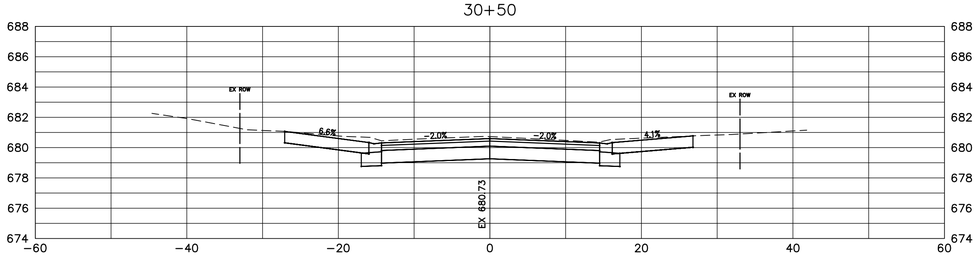


30+50



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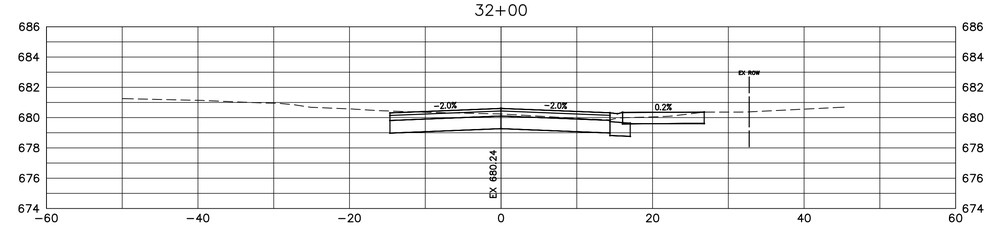
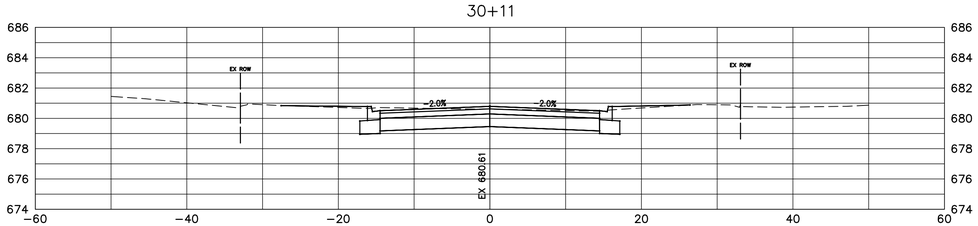


30+11



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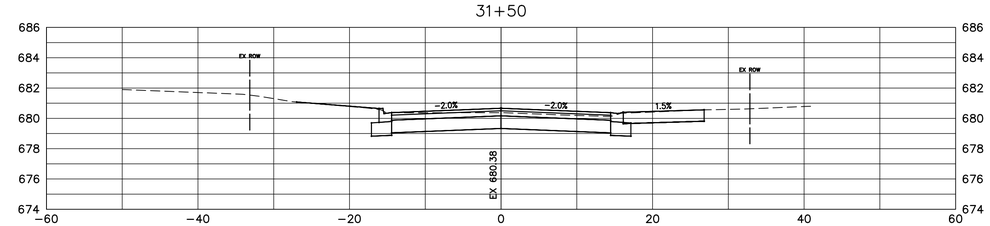

SCALE:
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VERTICAL 1" = 5'

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DUPAGE COUNTY, ILLINOIS

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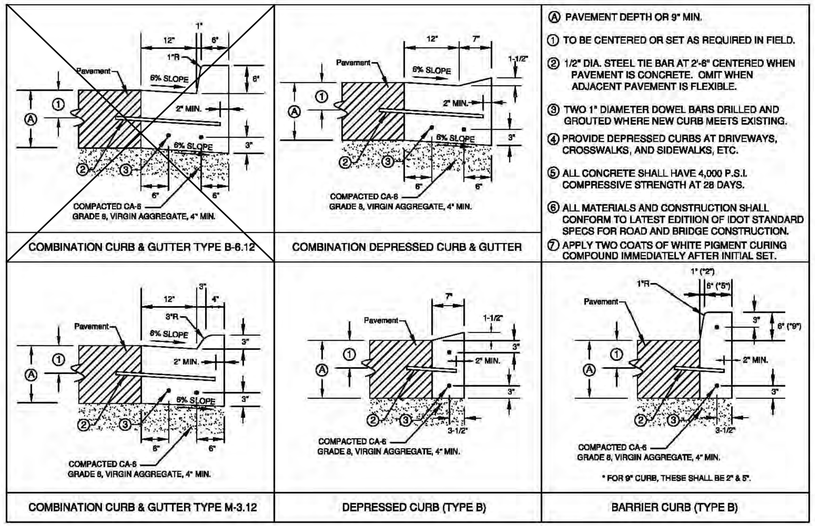
BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

FRANZEN STREET CROSS SECTIONS STA 30+11 TO 32+25

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-SECTIONS
SHEET 39 OF 45

Plotted: January 11, 2024 @ 1:22 PM By: Pamela Whitfield - Tab: 39 Sections 22x34

Path: H:\SUSPROJ\BE_BENSENVILLE\2022\BE2202\DWG FINAL ENG\BE2202-SECTIONS



Ⓐ PAVEMENT DEPTH OR 9" MIN.

① TO BE CENTERED OR SET AS REQUIRED IN FIELD.

② 1/2" DIA. STEEL TIE BAR AT 2'-6" CENTERED WHEN PAVEMENT IS CONCRETE. OMIT WHEN ADJACENT PAVEMENT IS FLEXIBLE.

③ TWO 1" DIAMETER DOWEL BARS DRILLED AND GROUTED WHERE NEW CURB MEETS EXISTING.

④ PROVIDE DEPRESSED CURBS AT DRIVEWAYS, CROSSWALKS, AND SIDEWALKS, ETC.

⑤ ALL CONCRETE SHALL HAVE 4,000 P.S.I. COMPRESSIVE STRENGTH AT 28 DAYS.

⑥ ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO LATEST EDITION OF IDOT STANDARD SPECS FOR ROAD AND BRIDGE CONSTRUCTION.

⑦ APPLY TWO COATS OF WHITE PIGMENT CURING COMPOUND IMMEDIATELY AFTER INITIAL SET.

VILLAGE OF BENSENVILLE
12 S. CENTER STREET
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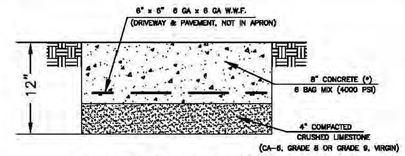
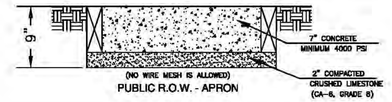
CURB AND GUTTER STANDARD

VILLAGE OF BENSENVILLE
SPECIFICATIONS AND DETAILS
FILE LOCATION
G:\ENGINEERING\ STANDARDS\ NEW STANDARDS\ROADWAY

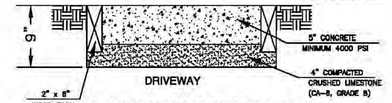
REVISIONS



COMMERCIAL DRIVEWAY

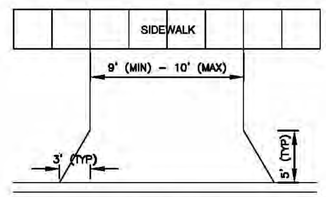


PUBLIC R.O.W. - APRON



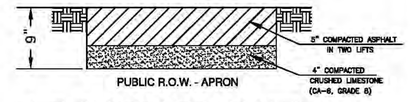
DRIVEWAY

RESIDENTIAL CONCRETE

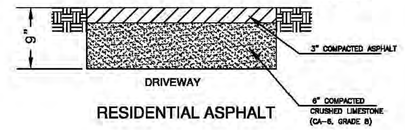


SINGLE CAR
RESIDENTIAL DRIVEWAY

NOTE: REFER TO 10-11-7-1 & 10-11-7-2 OF VILLAGE CODE FOR MORE INFORMATION.



PUBLIC R.O.W. - APRON



DRIVEWAY

RESIDENTIAL ASPHALT

VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, IL 60106
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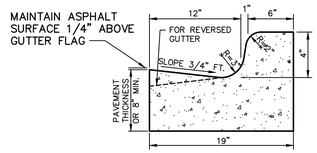
DRIVEWAY STANDARD

VILLAGE OF BENSENVILLE
SPECIFICATIONS AND DETAILS
FILE LOCATION
G:\ENGINEERING\ STANDARDS\ NEW STANDARDS\ROADWAY

REVISIONS



NOTE:
MEASUREMENT FROM T/C TO FINISH PAV'T AT GUTTER FLAG = 0.42' (5")

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BARRIER CURB & GUTTER B-4.12

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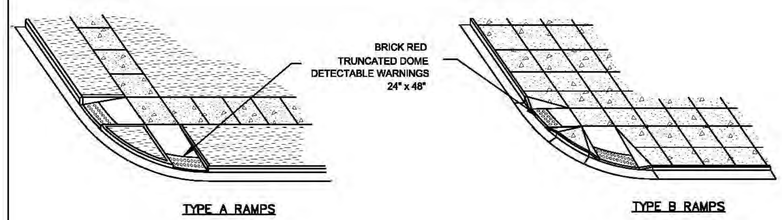
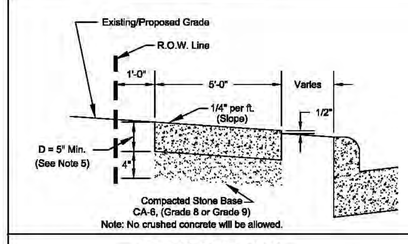
SCALE:	FOLDER:	DRAWING NUMBER:	DRAWN BY:
N.T.S.	EE-PV	CG	
DATE: 10/23/07			REVISED:



SIDEWALK RAMP



PUBLIC SIDEWALK

NOTE:
1. TO BE FORMED WITH 2" x 6" BOARDS OR BY 6" WIDE STEEL FORMS.
2. TOOLED JOINTS SHALL BE 1/2" AT 5' CENTERS.
3. EXPANSION JOINTS SHALL BE 3/4" THICK X 5" WIDE BITUMINOUS IMPREGNATED FIBERBOARD AT 30' CENTERS, AT DRIVEWAYS AND OTHER CONCRETE JOINTS.
4. PROVIDE BROOM FINISH EXCEPT AT TRUNCATED DOME.
5. D = MATCH THICKNESS WHEN CROSSING THROUGH DRIVEWAYS
6. SIDEWALK RAMPS AT DRIVEWAYS SHALL BE BUILT PER THE VILLAGE STANDARD.
7. THE COMPRESSIVE STRENGTH SHALL MEET OR EXCEED I.D.O.T.'S REQUIREMENTS FOR "SI" CONCRETE (MINIMUM 3500 PSI @ 14 DAYS)
8. PROVIDE DEPRESSED CURBS AT ALL WALKS, 4' MINIMUM WIDTH ON DEPRESSION.
9. ALL SIDEWALKS, CURB/GUTTER AND PAVEMENT TO BE SAW-CUT AS REQUIRED.
10. MAXIMUM SLOPE OF RAMP NOT TO EXCEED 8%.
11. DRIVEWAY APRON REMOVAL & REPLACEMENT SHALL INCLUDE THE INSTALLATION OF A TRUNCATED DOME HANDICAPPED SIDEWALK RAMP ON BOTH SIDES OF THE APRON UNLESS OTHERWISE APPROVED BY THE VILLAGE ENGINEER.
12. TRUNCATED DOME CONSTRUCTION FOR DETECTABLE WARNINGS SHALL BE ARMOR-TILE TACTILE SYSTEMS FEDERAL #22144 OR ARMORCAST WET SET PANEL, BRICK RED AND SHALL MEET THE REQUIREMENTS OF ALL APPLICABLE I.D.O.T. STANDARDS. NO SURFACE MOUNT PANELS ALLOWED.

VILLAGE OF BENSENVILLE
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PUBLIC SIDEWALK STANDARD

(1 OF 2)

VILLAGE OF BENSENVILLE
SPECIFICATIONS AND DETAILS
FILE LOCATION
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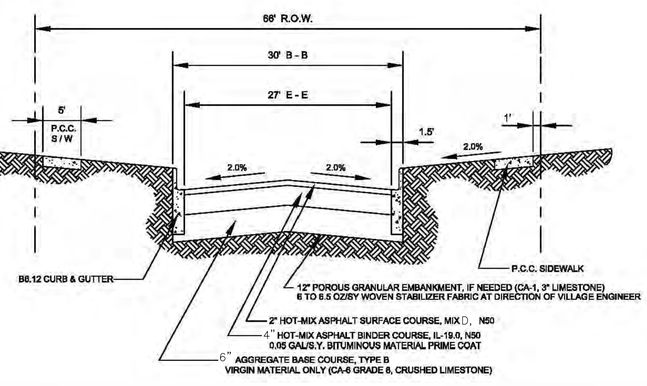
REVISIONS



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TYPICAL LOCAL ROAD PAVEMENT SECTION STANDARD

VILLAGE OF BENSENVILLE
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FILE LOCATION
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NO.	DATE	REVISIONS
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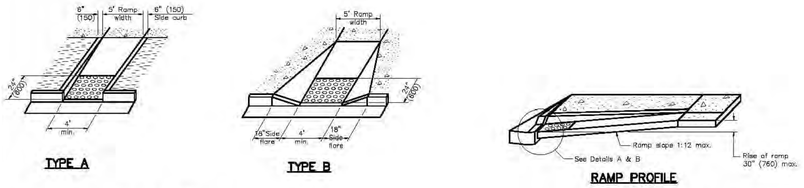
BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

TYPICAL DETAILS

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-COVER
SHEET 40 OF 45

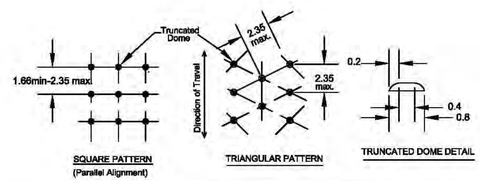
Plotted: January 11, 2024 @ 1:22 PM By: Pamela Whitfield – Tab: 40 Details 22x34

Path:H:\BSKROUNE_BENSENVILLE\2022\BE2202\VWM FINAL ENG\BE2202-COVER



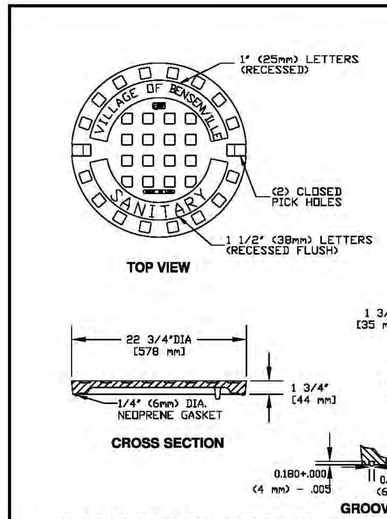
RAMP DETAILS

RAMP PROFILE



DETECTABLE WARNINGS DETAIL
All dimensions are in inches unless otherwise shown

VILLAGE OF BENSENVILLE 12 S. CENTER STREET BENSENVILLE, IL 60106 WWW.BENSENVILLE.IL.US	PUBLIC SIDEWALK STANDARD (2 OF 2)	VILLAGE OF BENSENVILLE SPECIFICATIONS AND DETAILS FILE LOCATION G:\ENGINEERING\STANDARDS\NEW STANDARDS\ROADWAY	REVISIONS



(*) OR NEENAH CATALOG R-1713 SHOP DRAWING NF-1015 T47

EAST JORDAN IRON WORKS, INC.
P.O. BOX 439
EAST JORDAN, MI. 49727
1-800-874-4100
FAX 231-536-4458

DRAWN	DATE
SMH	11/11/02
APPROVED	DATE

SPECIAL LETTERED COVER

(*) PRODUCT NO. **00102420**

CATALOG NO. (*) **1020AGS**

REF. PRODUCT DRAWING 00102108

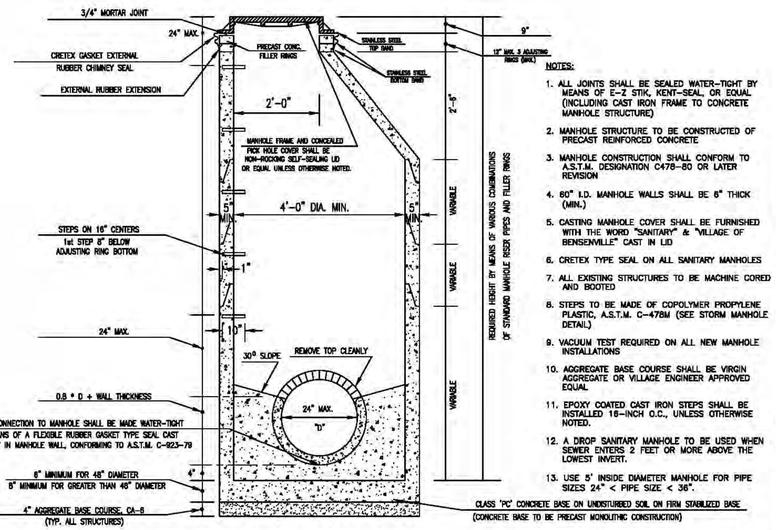
EST. WT.: COVER WT: 115 LBS. (52 kg)

OPEN AREA N/A

MAT'L SPEC. COVER - GRAY IRON ASTM A48 CL 35

LOAD RATING **HEAVY DUTY**

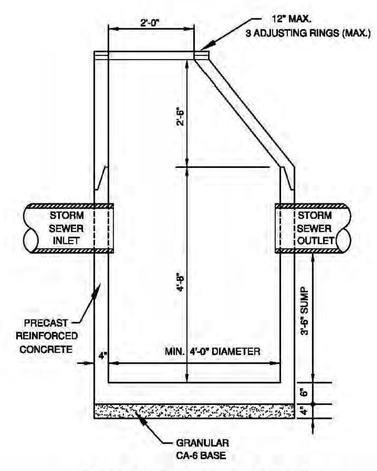
VILLAGE OF BENSENVILLE 12 S. CENTER STREET BENSENVILLE, IL 60106 WWW.BENSENVILLE.IL.US	SANITARY FRAME AND LID STANDARD	VILLAGE OF BENSENVILLE SPECIFICATIONS AND DETAILS FILE LOCATION G:\ENGINEERING\ STANDARDS\NEW STANDARDS\SANITARY	REVISIONS



NOTES:

1. ALL JOINTS SHALL BE SEALED WATER-TIGHT BY MEANS OF E-Z STIK, KENT-SEAL, OR EQUAL (INCLUDING CAST IRON FRAME TO CONCRETE MANHOLE STRUCTURE)
2. MANHOLE STRUCTURE TO BE CONSTRUCTED OF PRECAST REINFORCED CONCRETE
3. MANHOLE CONSTRUCTION SHALL CONFORM TO A.S.T.M. DESIGNATION C478-80 OR LATER REVISION
4. 60" I.D. MANHOLE WALLS SHALL BE 6" THICK (MIN.)
5. CASTING MANHOLE COVER SHALL BE FURNISHED WITH THE WORD "SANITARY" & "VILLAGE OF BENSENVILLE" CAST IN LID
6. CRETEX TYPE SEAL ON ALL SANITARY MANHOLES
7. ALL EXISTING STRUCTURES TO BE MACHINE CORED AND BOOTED
8. STEPS TO BE MADE OF COPOLYMER PROPYLENE PLASTIC, A.S.T.M. C-478M (SEE STORM MANHOLE DETAIL)
9. VACUUM TEST REQUIRED ON ALL NEW MANHOLE INSTALLATIONS
10. AGGREGATE BASE COURSE SHALL BE VIRGIN AGGREGATE OR VILLAGE ENGINEER APPROVED EQUAL
11. EPOXY COATED CAST IRON STEPS SHALL BE INSTALLED 16-INCH O.C., UNLESS OTHERWISE NOTED.
12. A DROP SANITARY MANHOLE TO BE USED WHEN SEWER ENTERS 2 FEET OR MORE ABOVE THE LOWEST INVERT.
13. USE 5' INSIDE DIAMETER MANHOLE FOR PIPE SIZES 24" < PIPE SIZE < 36".

VILLAGE OF BENSENVILLE 12 S. CENTER STREET BENSENVILLE, IL 60106 WWW.BENSENVILLE.IL.US	SANITARY MANHOLE STANDARD	VILLAGE OF BENSENVILLE SPECIFICATIONS AND DETAILS FILE LOCATION G:\ENGINEERING\ STANDARDS\NEW STANDARDS\SANITARY	REVISIONS



CATCH BASIN (TYPE A)

VILLAGE OF BENSENVILLE 12 S. CENTER STREET BENSENVILLE, IL 60106 WWW.BENSENVILLE.IL.US	CATCH BASIN (TY A) STANDARD	VILLAGE OF BENSENVILLE SPECIFICATIONS AND DETAILS FILE LOCATION G:\ENGINEERING\STANDARDS\NEW STANDARDS\STORM	REVISIONS

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VILLAGE OF BENSENVILLE
DUPAGE COUNTY, ILLINOIS

0 1
Bar = 1" When printed FULL size. Adjust stated scales to print size.

NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

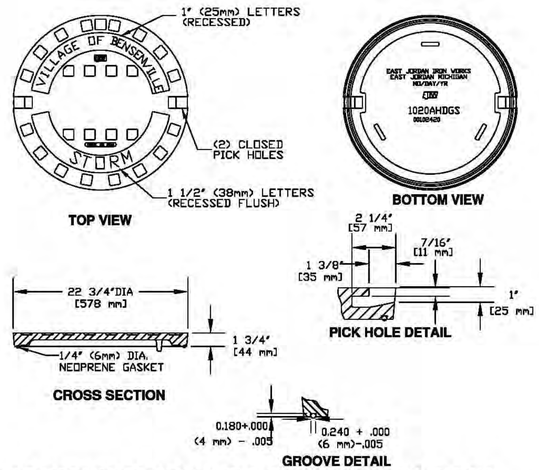
BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

TYPICAL DETAILS

DATE: JANUARY	2023
PROJECT NO:	BE2202
FILE:	BE2202-COVER
SHEET 41	OF 45

Plotted: January 11, 2024 @ 1:22 PM By: Pamela Whitfield - Tab: 41 Details 22x34

Path:H:\VILLAGEOFBENSENVILLE_BENSENVILLE\2022\BE2202\DWG FINAL ENG\BE2202-COVER



(*) OR NEENAH CATALOG R-1713 SHOP DRAWING NF-1015 T45

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DRAWN	DATE
SMH	11/11/02
APPROVED	DATE

SPECIAL LETTERED COVER

(*) PRODUCT NO. 00102421

CATALOG NO. (*) 1020A

REF. PRODUCT DRAWING 102067

EST. WT. COVER WT: 115 LBS. (52 kg)

OPEN AREA N/A

MAT'L SPEC. COVER - GRAY IRON ASTM A48 CL 35

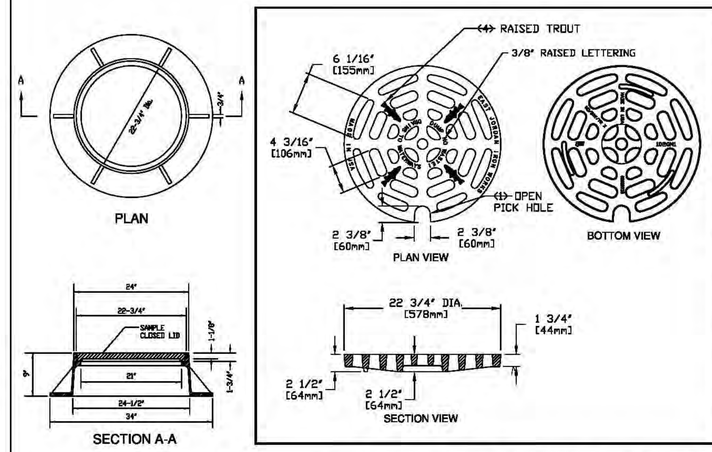
LOAD RATING HEAVY DUTY

VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, IL 60106
WWW.BENSENVILLE.IL.US

STORM FRAME AND LID STANDARD (CLOSED)

VILLAGE OF BENSENVILLE
SPECIFICATIONS AND DETAILS
FILE LOCATION
G:\ENGINEERING\STANDARDS\NEW STANDARDS\STORM

REVISIONS



FURNISH HEAVY DUTY CASTING AS REQUIRED BY THE VILLAGE ENGINEER

(*) or NEENAH CATALOG R-2015 SHOP DRAWING NF-2015 T17

OPEN LID

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DRAWN	DATE
TCL	09/26/02
APPROVED	DATE

CATCH BASIN GRATE

PRODUCT NO. (*) 00102030 DIPPED

CATALOG NO. (*) 1020M1

REF. PRODUCT DRAWING 102031

EST. WT. GRATE: 124 LBS (56 kg)

OPEN AREA 189 SQ. INCHES (774 SQ. CM)

MAT'L SPEC. GRATE - GRAY IRON ASTM A48 CL 35B

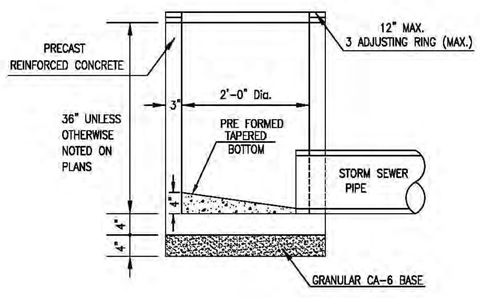
LOAD RATING EXTRA HEAVY DUTY

VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, IL 60106
WWW.BENSENVILLE.IL.US

STORM FRAME AND LID STANDARD (OPEN)

VILLAGE OF BENSENVILLE
SPECIFICATIONS AND DETAILS
FILE LOCATION
G:\ENGINEERING\STANDARDS\NEW STANDARDS\STORM

REVISIONS



INLET (TYPE A)

VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, IL 60106
WWW.BENSENVILLE.IL.US

STORM INELT (TY A) STANDARD

VILLAGE OF BENSENVILLE
SPECIFICATIONS AND DETAILS
FILE LOCATION
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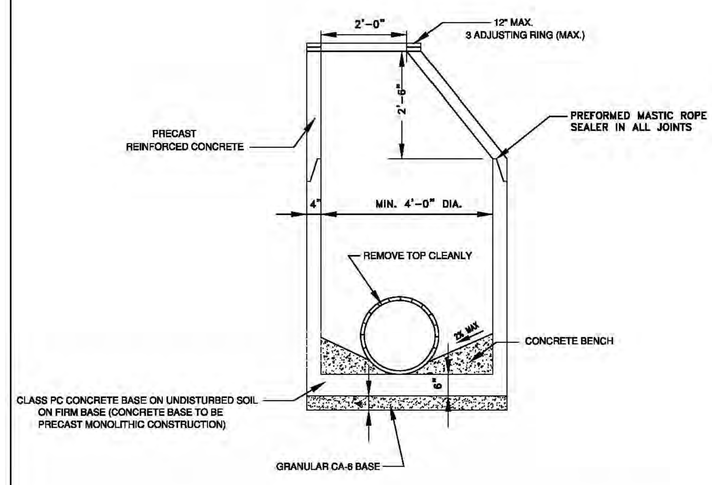
REVISIONS



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STORM MANHOLE STANDARD

VILLAGE OF BENSENVILLE
SPECIFICATIONS AND DETAILS
FILE LOCATION
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DUPAGE COUNTY, ILLINOIS

0 1
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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

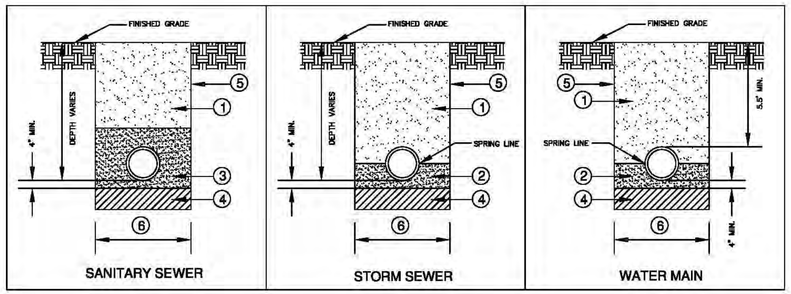
BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

TYPICAL DETAILS

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-COVER
SHEET 42 OF 45

Plotted: January 11, 2024 @ 1:22 PM By: Pamela Whitfield - Tab: 42 Details 22x34

Path:H:\DISKFROVIDE_BENSENVILLE\2022\BE2202\DWG FINAL ENG\BE2202-COVER



NOTES:

1. BACKFILL & COMPACT GRANULAR TRENCH BACKFILL (CA-6, GRADE 8, CRUSHED LIMESTONE) UNDER STREET PAVEMENT, DRIVEWAYS, AND SIDEWALK OR ANY OTHER PAVED AREAS. EXCAVATED MATERIAL (SPOILS) MAY BE USED IN NON-PAVED AREAS.
2. CA-7 CRUSHED LIMESTONE OR OTHER APPROVED SELECT BACKFILL. TAMPED INTO PLACE TO SPRING LINE OF PIPE.
3. CA-7 CRUSHED LIMESTONE OR OTHER APPROVED SELECT BACKFILL. TAMPED TO 12" MINIMUM ABOVE TOP OF PIPE.
4. IF ENCOUNTERED, REMOVE UNSUITABLE MATERIALS AND REPLACE WITH 4" STONE AS DIRECTED BY THE TESTING AGENCY OR THE VILLAGE ENGINEER
5. TRENCH SIDES TO BE SLOPED OR SHEETED/SHORED IN ACCORDANCE WITH OSHA REQUIREMENTS.
6. MAXIMUM TRENCH WIDTH = 18" (1'-6") + O.D. + 18" (1' - 6") WHEN TRENCH < 5 FEET
   = 36" (3'-0") + O.D. + 36" (3' - 0") WHEN TRENCH > 5 FEET

VILLAGE OF BENSENVILLE
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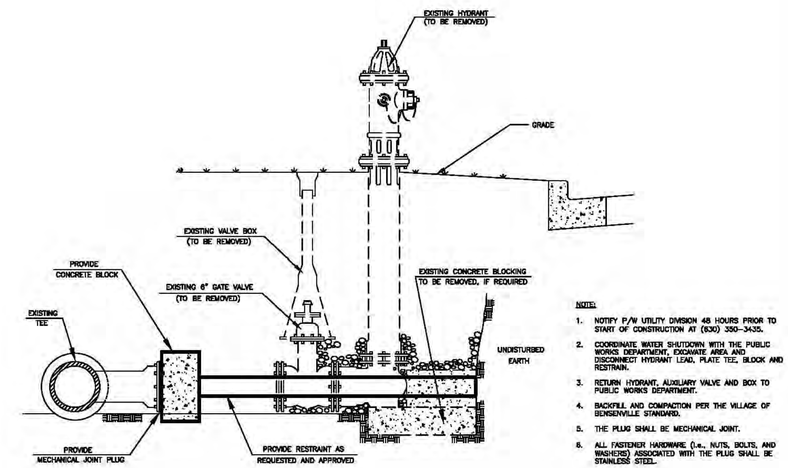
UTILITY TRENCH BACKFILL STANDARD

VILLAGE OF BENSENVILLE
SPECIFICATIONS AND DETAILS
FILE LOCATION
G:\ENGINEERING\STANDARDS\ NEW STANDARDS\WATER

REVISIONS



NOTE:

1. NOTIFY P/W UTILITY DIVISION 48 HOURS PRIOR TO START OF CONSTRUCTION AT (630) 350-3435.
2. COORDINATE WATER SHUTDOWN WITH THE PUBLIC WORKS DEPARTMENT, EXCAVATE AREA AND DISCONNECT HYDRANT LEAD, PLATE TEE, BLOCK AND RESTRAIN.
3. RETURN HYDRANT, AUXILIARY VALVE AND BOX TO PUBLIC WORKS DEPARTMENT.
4. BACKFILL AND COMPACTION PER THE VILLAGE OF BENSENVILLE STANDARD.
5. THE PLUG SHALL BE MECHANICAL JOINT.
6. ALL FASTENER HARDWARE (i.e., NUTS, BOLTS, AND WASHERS) ASSOCIATED WITH THE PLUG SHALL BE STAINLESS STEEL.

VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, IL 60106
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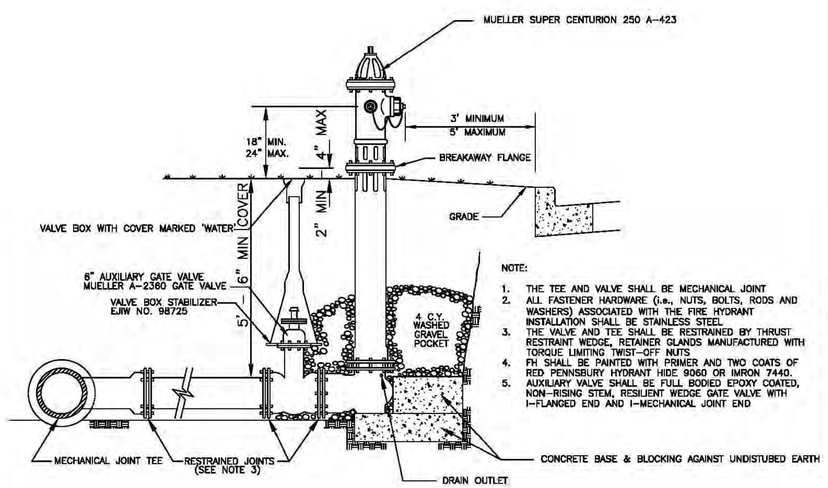
FIRE HYDRANT ABANDONMENT STANDARD

VILLAGE OF BENSENVILLE
SPECIFICATIONS AND DETAILS
FILE LOCATION
G:\ENGINEERING\STANDARDS\ NEW STANDARDS\WATER

REVISIONS



NOTE:

1. THE TEE AND VALVE SHALL BE MECHANICAL JOINT
2. ALL FASTENER HARDWARE (i.e., NUTS, BOLTS, RODS AND WASHERS) ASSOCIATED WITH THE FIRE HYDRANT INSTALLATION SHALL BE STAINLESS STEEL.
3. THE VALVE AND TEE SHALL BE RESTRAINED BY THRUST RESTRAINT WEDGE, RETAINER GLANDS MANUFACTURED WITH TORQUE LIMITING TWIST-OFF NUTS
4. FH SHALL BE PAINTED WITH PRIMER AND TWO COATS OF RED PENNSBURY HYDRANT HIDE 9060 OR IMRON 7440.
5. AUXILIARY VALVE SHALL BE FULL BODIED EPOXY COATED, NON-RISING STEM, RESILIENT WEDGE GATE VALVE WITH I-FLANGED END AND I-MECHANICAL JOINT END

N.T.S.

VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, IL 60106
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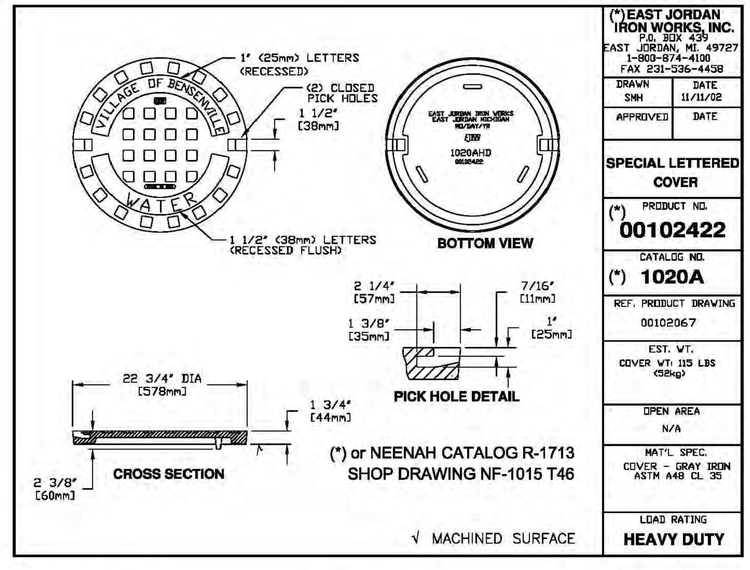
FIRE HYDRANT INSTALLATION STANDARD

VILLAGE OF BENSENVILLE
SPECIFICATIONS AND DETAILS
FILE LOCATION
G:\ENGINEERING\STANDARDS\ NEW STANDARDS\WATER

REVISIONS



(*) EAST JORDAN IRON WORKS, INC.
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1-800-874-4100
FAX 231-536-4458

DRAWN	DATE
SMH	11/11/02
APPROVED	DATE

SPECIAL LETTERED COVER

(*) PRODUCT NO. 00102422

CATALOG NO. (*) 1020A

REF. PRODUCT DRAWING 00102067

EST. WT. COVER WT: 115 LBS (52kg)

OPEN AREA N/A

MAT'L SPEC. COVER - GRAY IRON ASTM A48 CL 35

LOAD RATING HEAVY DUTY

VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, IL 60106
WWW.BENSENVILLE.IL.US

FRAME AND CLOSE LID WATER STANDARD

VILLAGE OF BENSENVILLE
SPECIFICATIONS AND DETAILS
FILE LOCATION
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VILLAGE OF BENSENVILLE
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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

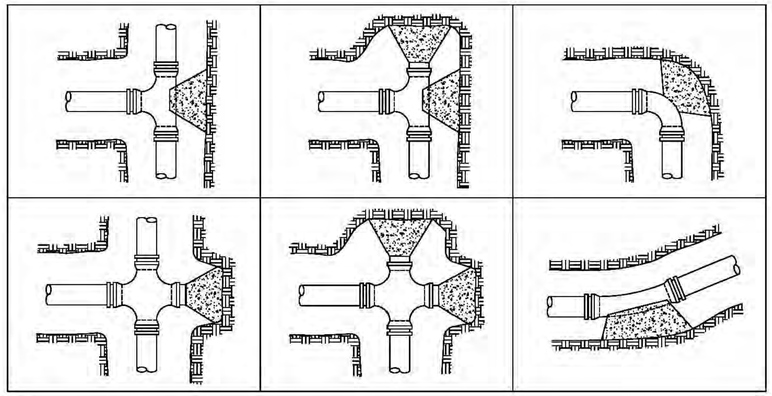
BROWNGATE SUBDIVISION
ROADWAY AND WATER MAIN
IMPROVEMENTS

TYPICAL DETAILS

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-COVER
SHEET 43 OF 45

Plotted: January 11, 2024 @ 1:22 PM By: Pamela Whitfield - Tab: 43 Details 22x34

Path: H:\DISKFROM\BE_BENSENVILLE\2022\BE2202\VWS FINAL ENG\BE2202-COVER



NOTE

1. ALL BLOCKING SHALL BE CONSTRUCTED WITH POURED CLASS X CONCRETE AGAINST UNDISTURBED VERTICAL EARTH FACE WITH A MINIMUM WIDTH OF 12 INCHES.
2. RESTRAINED JOINTS AND THRUST BLOCKS TO BE USED AT ALL BENDS, AT TEES AND AT CROSSES AS SHOWN ABOVE, OR AS REQUIRED PER THE VILLAGE ENGINEER.
3. THE FITTINGS SHALL BE MECHANICAL JOINT.
4. OTHER METHODS MAY BE USED AS AN ALTERNATIVE WHEN APPROVED BY THE VILLAGE ENGINEER.
5. ALL FASTENER HARDWARE (i.e. NUTS, BOLTS, AND WASHERS) ASSOCIATED WITH FITTINGS SHALL BE STAINLESS STEEL.
6. ALL FITTINGS SHALL BE RESTRAINED BY THRUST RESTRAINT WEDGE, RETAINER GLANDS MANUFACTURED WITH TORQUE LIMITING TWIST-OFF NUTS.

VILLAGE OF BENSENVILLE
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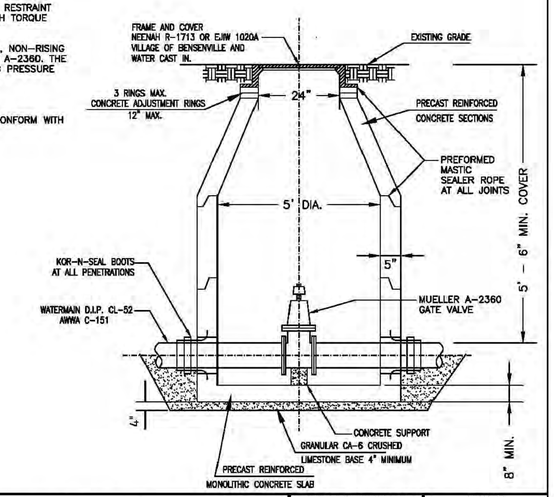
THRUST BLOCK STANDARD

VILLAGE OF BENSENVILLE
SPECIFICATIONS AND DETAILS
FILE LOCATION
G:\ENGINEERING\STANDARDS\ NEW STANDARDS\WATER

REVISIONS

NOTE:

1. THE VALVE SHALL HAVE MECHANICAL JOINTS.
2. ALL FASTENER HARDWARE (i.e. NUTS, BOLTS, & WASHERS) ASSOCIATED WITH THIS VALVE SHALL BE STAINLESS STEEL.
3. STEPS ARE NOT ALLOWED IN WATERMAIN VAULTS.
4. THE VALVE SHALL BE RESTRAINED BY THRUST RESTRAINT WEDGE, RETAINER GLANDS MANUFACTURED WITH TORQUE LIMITING TWIST-OFF NUTS
5. VALVE SHALL BE FULL BODIED EPOXY COATED, NON-RISING STEM, RESILIENT WEDGE GATE VALVE MUELLER A-2360. THE VALVE SHALL HAVE NAME, SIZE, AND WORKING PRESSURE CAST IN.
6. VALVE VAULT SHALL BE WATER-TIGHT.
7. IF PVC WATERMAIN IS PROPOSED, IT SHALL CONFORM WITH AWWA C-900 STANDARDS.



VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, IL 60106
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VALVE VAULT (PREFERRED) STANDARD

VILLAGE OF BENSENVILLE
SPECIFICATIONS AND DETAILS
FILE LOCATION
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REVISIONS

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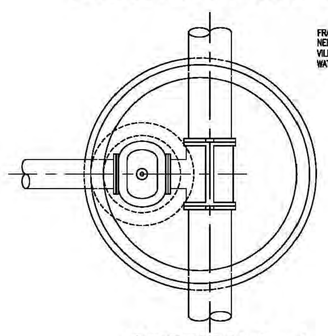
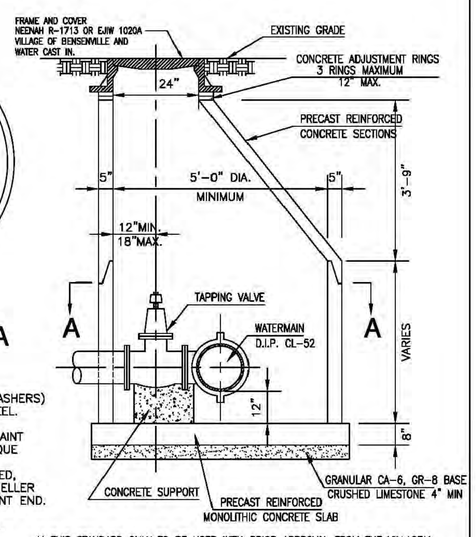


SECTION A - A



NOTE:

1. THE TAPPING SLEEVE SHALL BE DUCTILE IRON.
2. ALL FASTENER HARDWARE (i.e. NUTS, BOLTS, AND WASHERS) ASSOCIATED WITH THIS TAP SHALL BE STAINLESS STEEL.
3. STEPS ARE NOT ALLOWED IN WATERMAIN VAULTS.
4. THE VALVE SHALL BE RESTRAINED BY THRUST RESTRAINT WEDGE, RETAINER GLANDS MANUFACTURED WITH TORQUE LIMITING TWIST-OFF NUTS.
5. TAPPING VALVE SHALL BE FULL BODIED EPOXY COATED, NON-RISING STEM, RESILIENT WEDGE GATE VALVE MUELLER A-2360 WITH I-FLANGE END AND I-MECHANICAL JOINT END.
6. VALVE VAULT SHALL BE WATER-TIGHT.
7. PROVIDE KOR-N-SEAL BOOTS AT ALL PENETRATIONS.

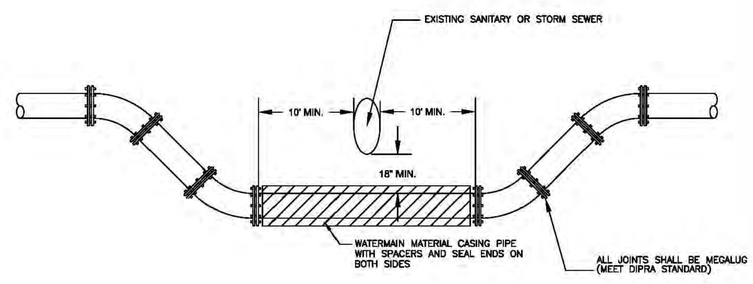
** THIS STANDARD ONLY TO BE USED WITH PRIOR APPROVAL FROM THE VILLAGE**

VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, IL 60106
WWW.BENSENVILLE.IL.US

VALVE VAULT (PRESSURE CONNECTION) STANDARD

VILLAGE OF BENSENVILLE
SPECIFICATIONS AND DETAILS
FILE LOCATION
G:\ENGINEERING\STANDARDS\ NEW STANDARDS\WATER

REVISIONS



NOTE: ALL FASTENER HARDWARE (i.e. NUTS, BOLTS, AND WASHERS) ASSOCIATED WITH THE WATERMAIN AND CASING SPACERS SHALL BE STAINLESS STEEL.

VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, IL 60106
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WATERMAIN DEPRESSION STANDARD

VILLAGE OF BENSENVILLE
SPECIFICATIONS AND DETAILS
FILE LOCATION
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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

TYPICAL DETAILS

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-COVER
SHEET 44 OF 45

Plotted: January 11, 2024 @ 1:22 PM By: Pamela Whitfield - Tab: 44 Details 22x34
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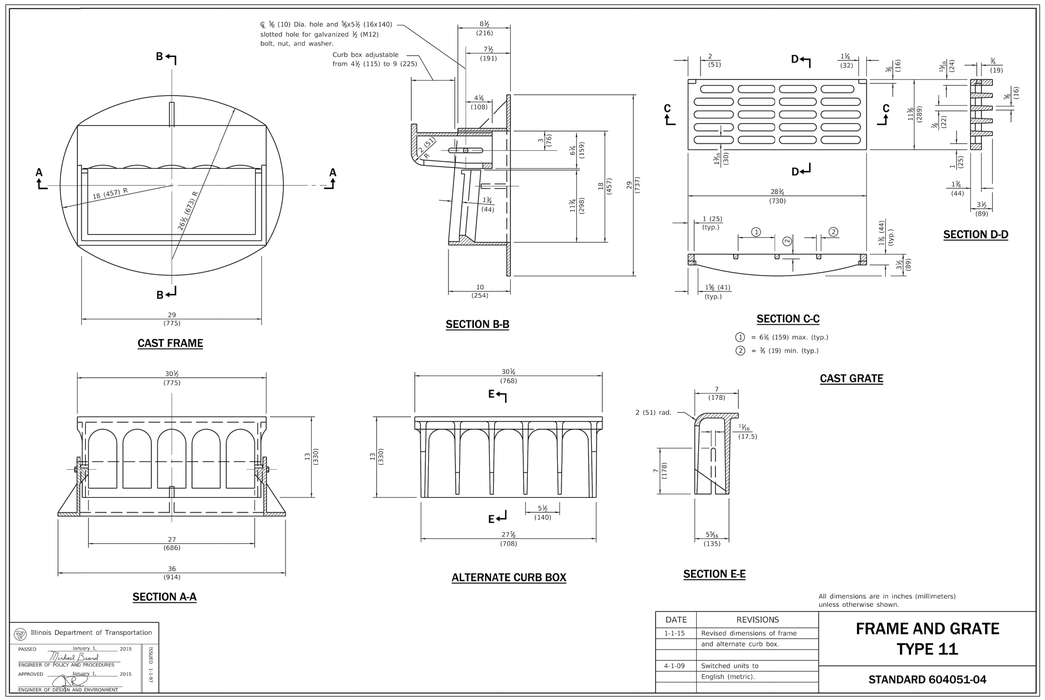

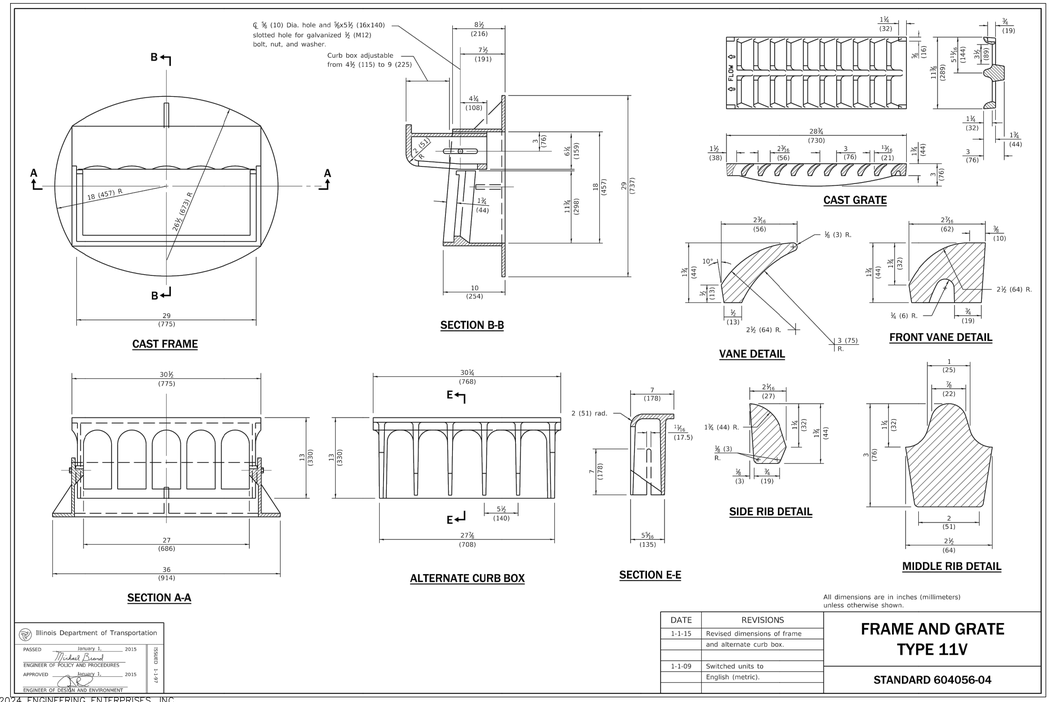

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Engineering Enterprises, Inc.
CONSULTING ENGINEERS
52 Wheeler Road
Sugar Grove, Illinois 60554
630.466.6700 / www.eeiweb.com

VILLAGE OF BENSENVILLE
DUPAGE COUNTY, ILLINOIS

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NO.	DATE	REVISIONS
1	01/11/2024	ISSUED FOR BID

BROWNGATE SUBDIVISION
ROADWAY AND WATER MAIN
IMPROVEMENTS

TYPICAL DETAILS

DATE: JANUARY 2023
PROJECT NO: BE2202
FILE: BE2202-COVER
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rubino ENGINEERING INC.

REPORT TRANSMITTAL

January 30, 2023

To: Curtis Dettmann
Engineering Enterprises, Inc.
52 Wheeler Rd
Sugar Grove, Illinois

Re: **Geotechnical Engineering Services Report**
Proposed Browngate Subdivision Roadway
and Water Main Improvements
Bensenville, Illinois

Rubino Report No. G22.256

Via email: CDettmann@eeiweb.com

Dear Mr. Dettmann,

Rubino Engineering, Inc. (Rubino) is pleased to submit our Geotechnical Engineering Services Report for the proposed roadway and water main improvements in Bensenville, Illinois.

Report Description

Enclosed is the Geotechnical Engineering Services Report including results of field and laboratory testing, as well as recommendations for roadway and utility improvements.

Authorization and Correspondence History

- Rubino Proposal No. Q22.547g_REV1 dated December 1, 2022; Signed and authorized by Curtis Dettmann on December 1, 2022.

Closing

Rubino appreciates the opportunity to provide geotechnical services for this project and we look forward to continued participation during the design and in future construction phases of this project.

If you have questions pertaining to this report, or if Rubino may be of further service, please contact our office at (847) 931-1555.

Respectfully submitted,
RUBINO ENGINEERING, INC.

Michelle A. Lipinski, PE
President

michelle.lipinski@rubinoeng.com

MAL/file/ Enclosures

Geotechnical Engineering Services Report

Drilling
Laboratory Testing
Geotechnical Analysis

PROPOSED BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS

VARIOUS STREETS

BENSENVILLE, ILLINOIS

RUBINO PROJECT NO. G22.256

PREPARED BY:

SABINA SCHMID, EI

rubino ENGINEERING INC.

Michelle A. Lipinski, PE
President
IL No. 062-061241, Exp. 11/30/23

PREPARED FOR:

ENGINEERING ENTERPRISES, INC.

52 WHEELER ROAD

SUGAR GROVE, ILLINOIS

JANUARY 30, 2023

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Appendix A – Drilling, Field, and Laboratory Test Procedures
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Appendix C – Soil Classification General Notes
Appendix D – Soil Classification Chart
Appendix E – Site Vicinity Map & Boring Location Plan
Appendix F – Pavement Core Summary Report
Appendix G – Borings Logs
Appendix H – Laboratory Results

PROJECT INFORMATION

Rubino understands that the City of Bensenville is working with Engineering Enterprises, Inc. (EEI) to plan roadway and water main improvements for its Browngate Subdivision. Per Curt Dettman of EEI, the depth of the new water main will be approximately 6 – 7 feet below existing grade and the planned roadway reconstruction will be asphalt replacement on existing stone base.

Pavement Design Criteria were not received but are based on the following:

- Light Duty Pavement 18-kip ESALS: 30,000.
- Heavy Duty Pavement 18-kip ESALS: 60,000.
- Pavement Life Expectancy: 15 years.

Documents received:

- Drawing – "Pavement Core and Boring Location Map" prepared by EEI

Project Correspondence:

- RFP email from Curtis Dettmann of EEI on November 2, 2022
- Email from Curtis Dettmann of EEI on January 18, 2023 providing the approximate elevations for the boring locations

The geotechnical recommendations presented in this report are based on the available project information and the subsurface materials described in this report. If any of the information on which this report is based is incorrect, please inform Rubino in writing so that we may amend the recommendations presented in this report (if appropriate, and if desired by the client). Rubino will not be responsible for the implementation of our recommendations if we are not notified of changes in the project.

Purpose / Scope of Services

The purpose of this study was to explore the subsurface conditions at the site in order to prepare geotechnical recommendations for roadway and water main improvements for the proposed construction. Rubino's scope of services included the following drilling program:

Table 1: Drilling Scope

NUMBER OF BORINGS	NUMBER OF CORES	DEPTH (FEET BEG*)	LOCATION
3	3	15	Green Valley Street
---	2	2	
1	1	15	Kevyn Lane
---	1	2	
---	1	2	Stoneham Street
1	1	15	Franzen Street
---	1	2	

*BEG = below existing grade

Representative soil samples obtained during the field exploration program were transported to the laboratory for additional classification and laboratory testing.

This report briefly outlines the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
  - *Corrosivity potential based on DIPRA ranking from laboratory testing*
- *Geotechnical recommendations pertaining to:*
  - *Subgrade preparation and stability recommendations*
  - *Utility installation and backfill recommendations*
  - *Trench box lateral earth pressures*
  - *Dewatering*
- *Construction considerations, including temporary excavation and construction control of water*

DRILLING, FIELD, AND LABORATORY TEST PROCEDURES

EEI selected the number of borings and cores and the boring depths. Rubino located the borings in the field by measuring distances from known fixed site features. The borings were advanced utilizing 3 ¼ inch inside-diameter, hollow stem auger drilling methods and soil samples were routinely obtained during the drilling process. The pavement cores were performed with a Milwaukee Drill and Diamond-bit core barrel.

Selected soil samples were tested in the laboratory to determine material properties for this report. Drilling, sampling, and laboratory tests were accomplished in general accordance with ASTM procedures. The following items are further described in the Appendix of this report.

- *Field Penetration Tests and Split-Barrel Sampling of Soils (ASTM D1586)*
- *Field Water Level Measurements*
- *Laboratory Determination of Water (Moisture) Content of Soil by Mass (ASTM D2216)*
- *Measurement of Soil Resistivity Using the Two-Electrode Soil Box Method (ASTM G187)*
- *Measuring pH for Corrosion Testing (ASTM G51)*
- *Laboratory Organic Content by Loss on Ignition (ASTM D2974)*

The laboratory testing program was conducted in general accordance with applicable ASTM specifications. The results of these tests are to be found on the accompanying boring logs located in the Appendix.

SUMMARY OF GEOTECHNICAL CONSIDERATIONS

The main geotechnical design and construction considerations at this site are:

- In general, the **asphalt thicknesses observed at boring locations** ranged between approximately 4 and 8 inches. **Asphalt thicknesses observed at core locations** ranged between approximately 3 and 7 inches. See the *Surface Conditions* section for more information.

- In general, the **thicknesses of the stone/aggregate observed beneath the asphalt at core and boring locations** ranged between approximately 4 and 10 inches. See *Surface Conditions* section for more detailed information.

- **Subgrade soils** generally consisted of undocumented fill, brown, gray, greenish-gray sandy, silty clay, and brown silt soils. See the *Subsurface Conditions* and *Undocumented Fill Discussion* sections for more detailed information.

- **Shallow groundwater was observed** within one of the borings during drilling operations. See *Groundwater Conditions* section for more information.

- **Internally Braced Trench boxes** may be needed to support the open cut construction in areas where cohesive soils of low to moderate shear strength or granular soils were encountered within the borings. See the *Trench Box Excavation Recommendations* sections for more information.

- The 10-Point Corrosive Soil Tests indicated the project site has **soils that have the potential to corrode ductile iron pipe.** See the *10-Point Corrosive Soil Test Evaluation* section for more information.

The geotechnical-related recommendations in this report are presented based on the subsurface conditions encountered and Rubino's understanding of the project. Should changes in the project criteria occur, a review must be made by Rubino to determine if modifications to our recommendations will be necessary.

SITE AND SUBSURFACE CONDITIONS

Site Location and Description

The improvements planned to be along Green Valley Street, Kevyn Lane, Franzen Street, and Stoneham Street in Bensenville, Illinois. The affected streets are part of the Browngate Subdivision. The roadways in this area appear to slope from west to east. The Browngate subdivision is located south and west of a large area of industrial warehouses.

Surface Conditions

The borings were taken within existing paved areas and cores were obtained at each boring location (B-01 through B-05). Additionally, there were five other cores obtained at the core locations (C-01 through C-05). The surface conditions for these cores at the boring and core locations for this project are included in the table below.

Table 2: Existing Pavement Section Summary

Boring No. / Core No. / Location	Total Observed Pavement Thickness	Total Observed Base Stone Thickness
B-01 / Green Valley Street	8 inches of Asphalt	6 Inches of Subbase Stone
B-02 / Green Valley Street	4 ½ inches of Asphalt	7 ½ Inches of Poorly-Graded Aggregate
B-03 / Green Valley Street	4 inches of Asphalt	4 Inches of Poorly-Graded Aggregate
B-04 / Kevyn Lane	4 ½ inches of Asphalt	7 Inches of Poorly-Graded Aggregate
B-05 / Franzen Street	7 inches of Asphalt	5 Inches of Subbase Stone
C-01 / Green Valley Street	7 inches of Asphalt	7 Inches of Subbase Stone
C-02 / Green Valley Street	3 inches of Asphalt	9 Inches of Poorly-Graded Aggregate

BORING NO. / CORE NO. / LOCATION	TOTAL OBSERVED PAVEMENT THICKNESS	TOTAL OBSERVED BASE STONE THICKNESS
C-03 / Kevyn Lane	3 INCHES OF ASPHALT	10 INCHES OF POORLY-GRADED AGGREGATE
C-04 / Stoneham Street	4 INCHES OF ASPHALT	9 INCHES OF SUBBASE STONE
C-05 / Franzen Street	3 INCHES OF ASPHALT	8 INCHES OF SUBBASE STONE

Please note that the above referenced thicknesses are considered approximate and were determined by obtaining a physical pavement core. Pavement and sub-base type and thickness may vary between core/boring locations.

Subsurface Conditions

Beneath the existing surficial pavement and undocumented fill soils subsurface conditions generally consisted of brown, gray, greenish-gray sandy / silty clay, and brown silt.

- The **undocumented fill** soils were generally cohesive in nature
- The native **silty clay and silt** soils were generally medium stiff to very stiff in consistency

The native soils were visually classified as silty clay (CL) and silt (ML) according to the Unified Soil Classification System (USCS). The above table is a general summary of subsurface conditions. Please refer to the boring logs for more detailed information.

Estimated shear strength of clay soils is based on empirical correlations using N-values, moisture content, and unconfined compressive strength.

Table 3: Subsurface Conditions Summary

ELEVATION RANGE (FEET) / DEPTH RANGE (FEET BEG*)	SOIL DESCRIPTION	SPT N-VALUES (BLOWS PER FOOT)	MOISTURE CONTENT (%)	ESTIMATED SHEAR STRENGTH
B-01 to B-03 (Green Valley Street)				
685 – 669 / 1 – 15	Stiff to very stiff, brown and gray silty CLAY	10 – 19	18 – 22	c = 1,500 – 2,850 psf
686 – 683 ½ / 1 – 3 ½	Medium stiff, brown and gray silty CLAY *(B-01)*	7	19	c = 1,000 – 1,050 psf
683 – 680 / 1 – 3 ½	FILL: brown, black, and gray silty clay *(B-03)*	10	27	---
B-04 (Kevyn Lane)				
683 ½ – 681 / 1 – 3 ½	Stiff, brown and greenish-gray silty CLAY	9	27	c = 1,250 – 1,350 psf

Elevation Range (feet) / Depth Range (feet BEG*)	Soil Description	SPT N-values (blows per foot)	Moisture Content (%)	Estimated Shear Strength
681 – 678 ½ / 3 ½ – 6	Medium stiff, brown SILT	4	13	c = 300 – 320 psf
678 ½ – 669 ½ / 6 – 15	Stiff to very stiff, brown sandy silty CLAY	10 – 15	16 – 19	c = 1,500 – 2,250 psf
B-05 (Franzen Street)				
679 ½ – 679 ¼ / 1 – 1 ¼	Black silty CLAY *(Possible Buried Topsoil)*	---	---	—
679 ¼ – 665 ½ / 1 ¼ – 15	Stiff to very stiff, brown and gray silty CLAY	11 – 16	14 – 20	c = 1,650 – 2,400 psf

*BEG = Below existing grade

Groundwater Conditions

Groundwater was encountered in one of the borings during drilling operations. The following table summarizes groundwater observations from the field:

Table 4: Groundwater Observation Summary

Boring Number	Groundwater Elevation during drilling (feet)	Groundwater Elevation upon auger removal (feet)
B-04	681	N/A

It should be noted that fluctuations in the groundwater level should be anticipated throughout the year depending on variations in climatological conditions and other factors not apparent at the time the borings were performed. Groundwater may not have been observed in some areas due to the low permeability of soils. Additionally, discontinuous zones of perched water may exist within the soils. The possibility of groundwater level fluctuation should be considered when developing the design and construction plans for the project.

When bidding this project, the contractor should anticipate that groundwater will be present during excavation.

EVALUATION AND RECOMMENDATIONS

The geotechnical-related recommendations in this report are presented based on the subsurface conditions encountered and Rubino's understanding of the project. Should changes in the project criteria occur, a review must be made by Rubino to determine if modifications to our recommendations will be necessary.

Undocumented Fill Discussion

Undocumented fill was observed in one of the borings (B-03) to an elevation of approximately 680 feet (depth of approximately 3 ½ feet below existing grade).

Undocumented fill materials should be carefully evaluated by subgrade stability testing (as recommended herein) at the time of construction to document the in-place consistency of these materials for support of roadways, as applicable.

Undocumented fill is defined as fill that has been placed without being documented as to its placed density and moisture content.

Deleterious materials could include, but are not limited to, bricks, asphalt, concrete, metal, wood, or other building debris.

Deleterious materials were not observed within the undocumented fill materials during the drilling operations. Deleterious materials could impede horizontal drilling equipment or excavation if encountered. Although deleterious materials were not encountered in the undocumented fill materials, this does not eliminate the possibility that deleterious materials could be present within the undocumented fill materials at other locations along the project.

Pavement Subgrade Preparation

Rubino recommends that unstable, unsuitable soils or deleterious materials as defined in the IDOT Geotechnical Manual be removed from the construction area, as applicable.

Prior to paving, the prepared subgrade should be proof-rolled using a loaded tandem axle dump truck or similar type of pneumatic tired equipment with a minimum gross weight of 9 tons per single axle. Localized soft areas identified should be repaired prior to paving. Moisture content of the subgrade be maintained between -2% and +3% of the optimum at the time of paving. It may require rework when the subgrade is either desiccated or wet.

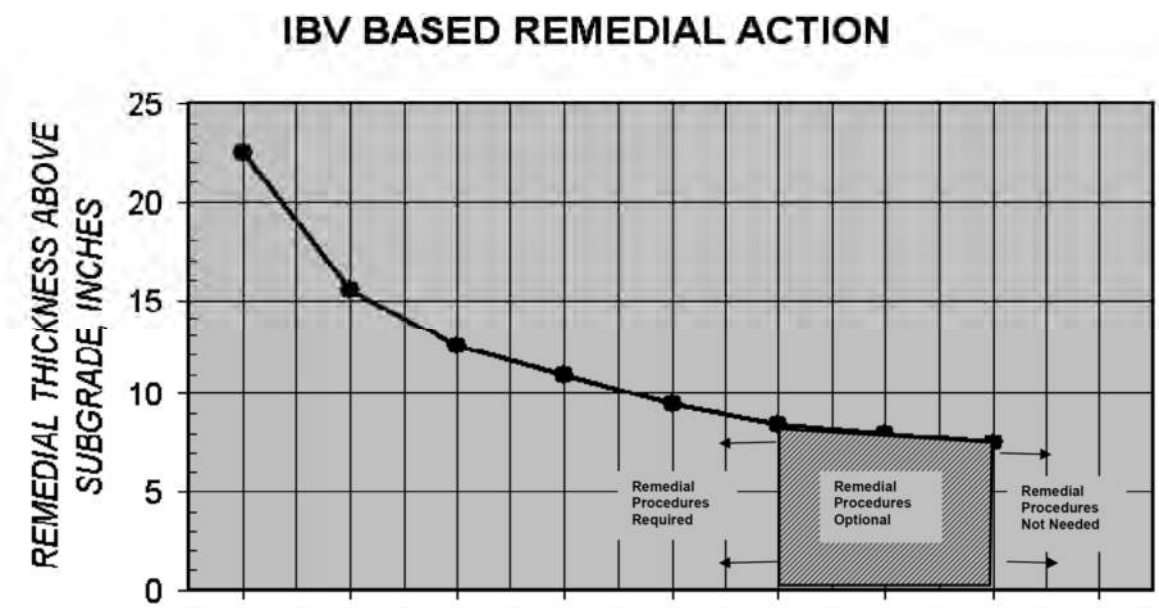
Areas of low support or soft spots should be tested with either a Static Cone Penetrometer (SCP) or Dynamic Cone Penetrometer (DCP). The results of the DCP or SCP tests should be evaluated according to the IDOT Subgrade Stability Manual (2005), to determine the necessary depth of corrective action. Please note that fine grained subgrade soils are sensitive to moisture and can be easily disturbed by precipitation, groundwater, or construction equipment. Therefore, extra care should be used to avoid disturbing these soils during construction activities.

Subgrade Stability Considerations

The recommendations located in this report are based on the data obtained at each particular soil boring location. Soil subgrade stability may vary in the field between the borings and could be affected by the weather at the time of construction.

- See attached IDOT IBV Based Remedial Action chart from the IDOT Subgrade Stability Manual for reference.
- Subgrade with an IBV value of 2 or less is a candidate for remediation additional to the IDOT District One recommended Aggregate Subgrade Improvement 12”

Based on the above criteria, Rubino is not recommending undercuts for the roadway improvements at this time. However, for the purposes of budgeting, we recommend including an allowance for 25% Aggregate Subgrade Improvement (CY) in case of failed proofroll at the time of construction.



IBV	1	2	3	4	5	6	7	8	9
Cone Index(CI)	40	80	120	160	200	240	280	320	360
Shear Strength (psi)	2.25	4.50	6.75	9.00	11.25	13.50	15.75	18.00	20.25
Qu (tsf)	0.32	0.64	1.00	1.28	1.60	1.94	2.24	2.56	2.88
Rate (in./Blow)	4.6	2.6	2.0	1.5	1.3	1.1	1.0	0.9	0.8
Rate (Blows/6")	1.3	2.3	3.0	4.0	4.6	5.5	6.0	6.7	7.5
Treatment Thickness	22.5	15.5	12.5	11	9.5	8.5	8	7.5	0

Figure A-2. Thickness design as a function of IBV, CI, Shear Strength, and Q_u for subgrade treatment (granular backfill or modified soil).

Utility Installation Considerations – Trenchless or Open Cut

Curt Dettmann of EEI indicated that the proposed watermain will be bearing between approximately 6 – 7 feet below grade. Based on the elevations at the boring locations provided by EEI, the approximate bearing elevation range is 681 – 673 ½ feet. The soils observed at the proposed bearing depth/elevations in the borings were observed to be natural silty clay and sandy silty clay. The silty / sandy clay soils at this depth appear generally suitable for support of proposed watermain pipe.

Table 5: Estimated Invert Elevations

BORING	INVERT ELEVATION RANGE (FEET)
B-01	681 – 680
B-02	680 – 679
B-03	678 – 677
B-04	678 ½ – 677 ½
B-05	674 ½ – 673 ½

Rubino recommends that the watermain be supported by a granular bedding material similar to the gradation of an IDOT CA-07 or CA-06 stone. Add additional bedding stone as needed to bridge over softer soils.

Please see the following table for geotechnical considerations based on the soils observed at the boring locations at the time of drilling:

Table 6: Geotechnical Considerations for Utility Installation

LOCATION	DEPTH RANGE (FEET BEG*)	ELEVATION RANGE (FEET)	SOIL CONSIDERATIONS
B-01 (Green Valley St)	8 ½ – 15	678 ½ – 672	▪ Color transitions to gray at approximately 8 ½ feet BEG* which could indicate seasonal high-water table
B-02 (Green Valley St)	8 ½ – 15	677 ½ – 671	▪ Color transitions to gray at approximately 8 ½ feet BEG* which could indicate seasonal high-water table

LOCATION	DEPTH RANGE (FEET BEG*)	ELEVATION RANGE (FEET)	SOIL CONSIDERATIONS
B-03 (Green Valley St)	1 – 3 ½	683 – 680	▪ Undocumented Fill
	11 – 15	672 ½ – 668 ½	▪ Color transitions to gray at approximately 11 feet BEG* which could indicate seasonal high-water table
B-04 (Kevyn Lane)	3 ½ – 8 ½	681 – 678 ½	▪ Shallow groundwater encountered at 3 ½ feet BEG* ▪ Silt and Sandy Silty Clay soils with interbedded sand lenses observed that may not be self-supporting
B-05 (Franzen St)	11 – 15	669 ½ – 665 ½	▪ Color transitions to gray at approximately 11 feet BEG* which could indicate seasonal high-water table

*BEG = below existing grade

Please note, problematic soils may be encountered at other locations or depths for this project and therefore, trench boxes should be anticipated for the entire project limits. Lateral earth pressures should be considered when using trench boxes or other shoring methods for the excavations.

Utility Installation and Backfill Recommendations

If granular material is used for the backfill of the utility trench, the **granular material should have a gradation that will filter protect the backfill material from the adjacent soils**. If this gradation is not available, a geosynthetic non-woven filter fabric should be used to reduce the potential for the migration of fines into the backfill material. Granular backfill material shall be compacted to meet the above compaction criteria.

Structural fill placed in utility trenches shall be evaluated in accordance with the following table:

MATERIAL TESTED	PROCTOR TYPE*-1	MIN % DRY DENSITY	PLACEMENT MOISTURE CONTENT RANGE	FREQUENCY OF TESTING*-2	MAXIMUM LOOSE LIFT HEIGHT
Utility Trench Backfill	Standard	95%	-2 to +2 %	1 per 200 LF of fill placed	4 – 6 inches

*-1 The test frequency for the laboratory reference shall be one laboratory Proctor test for each material used on the site. If the borrow or source of fill material changes, a new reference moisture/density test should be performed.

*-2A minimum of one test per lift is recommended unless otherwise specified.

In general, utility trench backfill materials should:

- Have a Standard Proctor maximum dry density greater than 100 pcf
- Be free of organic or other deleterious materials
- Have a maximum particle size no greater than 3 inches
- Each lift of compacted, engineered fill should be tested and documented by a representative of the geotechnical engineer prior to placement of subsequent lifts
- Soils classified as GP, GW, SP, and SW will generally be suitable for use as utility trench backfill.
- Soils classified as CL, ML, SC, SM, OL, OH, MH, CH, and PT should be considered unsuitable.
- If water must be added, it should be uniformly applied and thoroughly mixed into the soil

Tested fill materials that do not achieve either the required dry density or moisture content range shall be recorded, the location noted, and reported to the Contractor and Owner. A re-test of that area should be performed after the Contractor performs remedial measures. The above test frequencies should be discussed with the contractor prior to starting the work.

The geotechnical engineer of record can only certify work that was performed under their direct observation, or under the observation of a competent person under their specific direction.

Trench Box Excavation Recommendations

Undocumented fill, natural silt with sand, and sandy silty clay soils were encountered in some of the borings near the anticipated invert depths of the watermain; therefore, these soils may require support during open trench excavation**.**

Excavation for trenches shall be performed in accordance with OSHA regulations as stated in 29 CFR Part 1926. Within those regulations, OSHA created a classification of soils in decreasing order of stability. According to the OSHA classification method of soils, Rubino expects that the soils acting on the trench boxes would classify as Type A and Type B soils. The soil profile consisted of mainly cohesive soils with the exception of the silt with sand and sandy silty clay layers encountered in boring B-04.

If open cut construction is planned for this project, trench boxes should be used throughout the installation of the proposed watermain, and lateral earth pressures should be considered for the excavations.

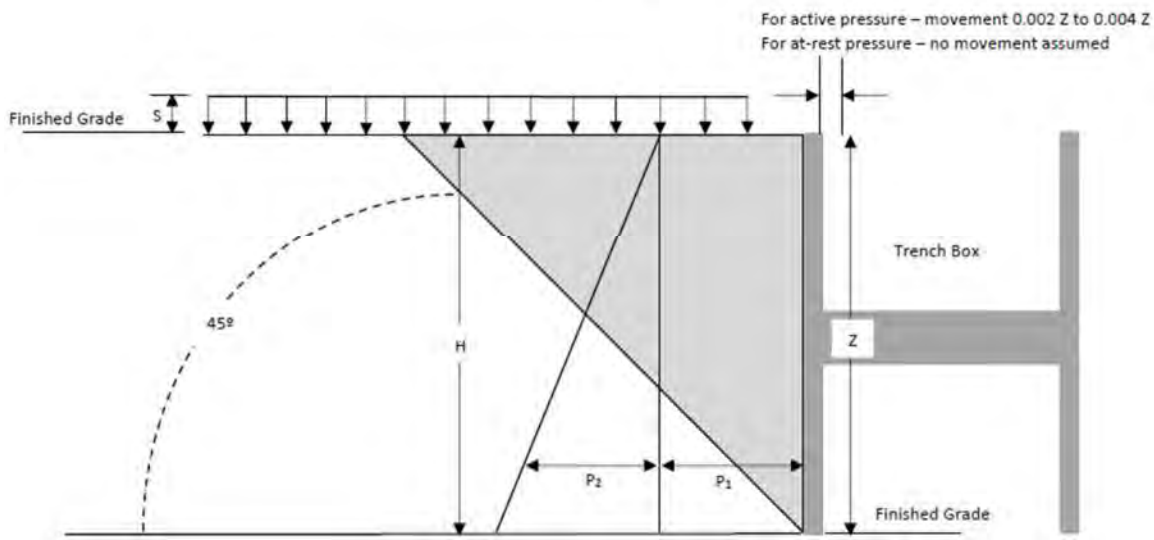
Lateral Earth Pressures

Lateral earth pressures will be influenced by the conditions of wall or support restraint, methods of construction and/or compaction and the strength of the materials being restrained.

Lateral earth pressure is developed from the soils present within a wedge formed by the vertical below-grade wall and an imaginary line extending up and away from the bottom of the wall at an approximate 45° angle.

The lateral earth pressures are determined by multiplying the vertical applied pressure by the appropriate lateral earth pressure coefficient K. Rubino recommends designing the bracing for the temporary excavation for the watermain for the "at-rest" lateral earth pressure condition using K_o. Also included are the "active" lateral earth pressure coefficient if needed.

Earth Pressure Coefficients



The following table provides the recommended "at-rest" lateral earth pressure coefficients for the soils encountered. Also included are the "active" and "passive" lateral earth pressure coefficients if needed.

Table 7: "K-Factor" Lateral Earth Pressures

ELEVATION RANGE (FEET)	SOIL TYPE	ESTIMATED TOTAL UNIT WEIGHT (LB/FT^3)	FRICTION ANGLE (DEG)	K_O	K_A
683 – 680 *(B-03)*	FILL: silty clay	115 – 120	28°	0.53	0.36
685 – 665	Silty / Sandy Silty CLAY	120 – 125	28°	0.53	0.36
681 – 678 ½ *(B-04)*	SILT with sand	115 – 120	27°	0.55	0.38

The following equations were used to calculate the earth pressure coefficients "k".

At-Rest:	$k_o = 1 - \sin\phi$	If the walls are rigidly attached to the structure and not free to rotate or deflect at the top such as shallow tunnels
Active:	$k_a = \tan^2(45 - \frac{\phi}{2})$	Walls that are permitted to rotate and deflect at the top

Conditions applicable to the above conditions include:

- For active earth pressure, wall must rotate about base, with top lateral movements 0.002Z to 0.004Z, where Z is the wall height
- Uniform surcharge, where S is surcharge pressure
- No safety factor included

10-Point Corrosive Soil Test Evaluation

The 10-Point Corrosive Soil Test addresses the likelihood of corrosion to Ductile Iron. The 10-point system is an accurate and dependable method of evaluating soils to determine if corrosion protection is warranted for iron pipe and can continue to be used with confidence. The evaluation procedure is based upon information drawn from five tests and observations:

- Soil resistivity
- pH
- Oxidation-reduction (redox) potential
- Sulfides
- Moisture

For a given soil sample, each parameter is evaluated and assigned points according to its contribution to corrosivity. The points for all five areas are totaled, and if the sum is 10 or more, the soil is considered corrosive to Ductile Iron pipe, and protective measures should be taken.

Rubino conducted moisture content and resistivity testing on 10 soil samples. pH, Redox, and Sulfides were conducted on one soil sample. The following table summarizes the 10-Point Corrosive Soil Test:

Table 8: 10-Point Corrosive Soil Test Summary

Boring and Elevation (feet)	Soil Description	Resistivity (Ω-cm)	pH*	Redox* (mV)	Sulfides* (mg/Kg)	Moisture	Total Points
B-02 at ≈ 680 – 678 ½	Brown and gray silty CLAY	885	7.2	266	0.12	20%	14

*Testing was conducted by SRN Testing Services, LLC. Please see the appendix for more detailed information.

Based on the results above, the project site contains **soils that are considered likely corrosive to ductile iron pipe** and therefore the ductile iron pipe should be protected accordingly. For more information on corrosion protection, please visit www.dipra.org.

Dewatering Recommendations

Dewatering will be necessary during excavation of soils due to shallow groundwater or due to precipitation, surficial runoff, and the presence of sand seams or other conditions not apparent at

the time of drilling. Shoring or trench boxes may be required where the soils are granular, saturated, or have low shear strengths. Please reference the anticipated groundwater levels on the attached boring logs and in the *Groundwater Conditions* section of this report.

Recommendations for Additional Testing

Once plans are finalized, please notify Rubino so that we can review our recommendations for the direct use in development of the site. Changes in roadway improvement plans and utility bearing depth can affect the geotechnical recommendations for this site.

During construction, Rubino recommends that one of our representatives be onsite for typical **observations and documentation** of exposed subgrade for trench excavation, including penetrometer testing and trench backfill compaction testing, as necessary.

CLOSING

The recommendations submitted are based on the available subsurface information obtained by Rubino Engineering, Inc. and design details furnished by Engineering Enterprises, Inc. for the proposed project. If there are any revisions to the plans for this project or if deviations from the subsurface conditions noted in this report are encountered during construction, Rubino should be notified immediately to determine if changes in the recommendations are required. If Rubino is not retained to perform these functions, we will not be responsible for the impact of those conditions on the project.

The scope of services did not include an environmental assessment to determine the presence or absence of wetlands, or hazardous or toxic materials in the soil, bedrock, surface water, groundwater or air on, below, or around this site. Any statements in this report and/or on the boring logs regarding odors, colors, and/or unusual or suspicious items or conditions are strictly for informational purposes.

After the plans and specifications are more complete, the geotechnical engineer should be retained and provided the opportunity to review the final design plans and specifications to check that our engineering recommendations have been properly incorporated into the design documents. At this time, it may be necessary to submit supplementary recommendations. This report has been prepared for the exclusive use of Engineering Enterprises, Inc. and their consultants for the specific application to the proposed Browngate Subdivision Roadway and Water Main Improvements in Bensenville, Illinois.

Appendix A – Drilling, Field, and Laboratory Test Procedures

ASTM D1586 Penetration Tests and Split-Barrel Sampling of Soils

During the sampling procedure, Standard Penetration Tests (SPT's) were performed at regular intervals to obtain the standard penetration (N-value) of the soil. The results of the standard penetration test are used to estimate the relative strength and compressibility of the soil profile components through empirical correlations to the soils' relative density and consistency. The split-barrel sampler obtains a soil sample for classification purposes and laboratory testing, as appropriate for the type of soil obtained.

Water Level Measurements

Water level observations were attempted during and upon completion of the drilling operation using a 100-foot tape measure. The depths of observed water levels in the boreholes are noted on the boring logs presented in the appendix of this report. In the borings where water is unable to be observed during the field activities, in relatively impervious soils, the accurate determination of the groundwater elevation may not be possible even after several days of observation. Seasonal variations, temperature and recent rainfall conditions may influence the levels of the groundwater table and volumes of water will depend on the permeability of the soils.

Ground Surface Elevations

Ground surface elevations for each individual boring location were provided by Engineering Enterprises, Inc.. The depths indicated on the attached boring logs are relative to the existing ground surface for each individual boring at the time of the exploration. Copies of the boring logs are located in the Appendix of this report.

ASTM D2216 Water (Moisture) Content of Soil by Mass (Laboratory)

The water content is an important index property used in expressing the phase relationship of solids, water, and air in a given volume of material and can be used to correlate soil behavior with its index properties. In fine grained cohesive soils, the behavior of a given soil type often depends on its natural water content. The water content of a cohesive soil along with its liquid and plastic limits as determined by Atterberg Limit testing are used to express the soil's relative consistency or liquidity index.

ASTM D2974 Standard Test Method for Organic Soils using Loss on Ignition (Laboratory)

These test methods cover the measurement of moisture content, ash content, and organic matter in peats and other organic soils, such as organic clays, silts, and mucks. Ash content of a peat or organic soil sample is determined by igniting the oven-dried sample from the moisture content determination in a muffle furnace at 440°C (Method C) or 750°C (Method D). The substance remaining after ignition is the ash. The ash content is expressed as a percentage of the mass of the oven-dried sample. 2.4 Organic matter is determined by subtracting percent ash content from 100.

ASTM G187 Standard Test Method for Measurement of Soil Resistivity Using the Two-Electrode Soil Box Method (Laboratory)

This test method covers the equipment and procedures for the measurement of soil resistivity, for samples removed from the ground, for use in the assessment and control of corrosion of buried structures. The test method procedures are for the resistivity measurement of soil samples in the saturated condition and in the as-received condition. High resistivity soils are generally not as corrosive as low resistivity soils. The resistivity of the soil is one of many factors that influence the service life of a buried structure. Soil resistivity may affect the material selection and the location of a structure.

ASTM G51 Standard Test Method for Measuring pH of Soil Use in Corrosion Testing (Laboratory)

This test method covers a procedure for determining the pH of a soil in corrosion testing. The principal use of the test is to supplement soil resistivity measurements and thereby identify conditions under which the corrosion of metals in soil may be accentuated. Information on pH of soil is used as an aid in evaluating the corrosivity of a soil environment. Some metals are more sensitive to the pH of their environment than others, and information on the stability of a metal as a function of pH and potential is available in the literature.

Appendix B – Report Limitations

Subsurface Conditions:

The subsurface description is of a generalized nature to highlight the major subsurface stratification features and material characteristics. The boring logs included in the appendix should be reviewed for specific information at individual boring locations. These records include soil descriptions, stratifications, penetration resistances, locations of the samples and laboratory test data as well as water level information. The stratifications shown on the boring logs represent the conditions only at the actual boring locations. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition between layers may be gradual. The samples, which were not altered by laboratory testing, will be retained for up to 60 days from the date of this report and then will be discarded.

Geotechnical Risk:

The concept of risk is an important aspect of the geotechnical evaluation. The primary reason for this is that the analytical methods used to develop geotechnical recommendations do not comprise an exact science. The analytical tools that geotechnical engineers use are generally empirical and must be used in conjunction with engineering judgment and experience. Therefore, the solutions and recommendations presented in the geotechnical evaluation should not be considered risk-free, and more importantly, are not a guarantee that the interaction between the soils and the proposed structure will perform as planned. The engineering recommendations, presented in the preceding section, constitute Rubino's professional estimate of the necessary measures for the proposed structure to perform according to the proposed design based on the information generated and reference during this evaluation, and Rubino's experience in working with these conditions.

Warranty:

The geotechnical engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed.

Federal Excavation Regulations:

In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, part 1926, Subpart P". This document was issued to better ensure the safety of workmen entering trenches or excavations. This federal regulation mandates that all excavations, whether they be utility trenches, basement excavation or footing excavations, be constructed in accordance with the new OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's "responsible person," as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations. Rubino is providing this information solely as a service to our client. Rubino is not assuming responsibility for construction site safety or the contractor's activities; such responsibility is not being implied and should not be inferred.

Appendix C – Soil Classification General Notes

DRILLING & SAMPLING SYMBOLS:

SS:	Split Spoon - 1 3/8" I.D., 2" O.D., unless otherwise noted	PS:	Piston Sample
ST:	Thin-Walled Tube - 3" O.D., Unless otherwise noted	WS:	Wash Sample
PM:	Pressuremeter	HA:	Hand Auger
RB:	Rock Bit	HS:	Hollow Stem Auger
DB:	Diamond Bit - 4", N, B	BS:	Bulk Sample

Standard "N" Penetration: Blows per foot of a 140-pound hammer falling 30 inches on a 2-inch O.D. split spoon sampler (SS), except where noted.

WATER LEVEL MEASUREMENT SYMBOLS:
Water levels indicated on the boring logs are the levels measured in the borings at the times indicated. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of ground water levels is not possible with only short-term observations.

DESCRIPTIVE SOIL CLASSIFICATION:
Soil Classification is based on the Unified Soil Classification System as defined in ASTM D-2487 and D-2488. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; they are described as: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are described as: clays, if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse grained soils are defined on the basis of their relative in-place density and fine-grained soils on the basis of their consistency. Example: Lean clay with sand, trace gravel, stiff (CL); silty sand, trace gravel, medium dense (SM).

CONSISTENCY OF FINE-GRAINED SOILS:

Unconfined Compressive Strength, Qu (tsf)			N-Blows/ft.			Consistency
	<	0.25	< 2			Very Soft
0.25	-	0.5	2	-	4	Soft
0.5	-	1	4	-	8	Medium Stiff
1	-	2	8	-	15	Stiff
2	-	4	15	-	30	Very Stiff
4	-	8	30	-	50	Hard
>	-	8	> 50			Very Hard

RELATIVE DENSITY OF COARSE-GRAINED SOILS

N-Blows/ft.			Relative Density
0	-	3	Very Loose
4	-	9	Loose
10	-	29	Medium Dense
30	-	49	Dense
50	-	80	Very Dense
		80+	Extremely Dense

RELATIVE PROPORTIONS OF SAND & GRAVEL

Descriptive Term	% of Dry Weight		
Trace		<	15
With	15	-	29
Modifier		>	30

RELATIVE PROPORTIONS OF FINES

Descriptive Term	% of Dry Weight		
Trace		<	5
With	5	-	12
Modifier		>	12

*Descriptive Terms apply to components also present in sample

GRAIN SIZE TERMINOLOGY

Major Component	Size Range
Boulders	Over 12 in. (300mm)
Cobbles	12 in. To 3 in. (300mm to 75mm)
Gravel	3 in. To #4 sieve (75mm to 4.75mm)
Sand	#4 to #200 sieve (4.75mm to 0.75mm)

Appendix D – Soil Classification Chart

SOIL CLASSIFICATION CHART

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

MAJOR DIVISIONS			SYMBOLS GRAPH	SYMBOLS LETTER	TYPICAL DESCRIPTIONS
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		(LITTLE OR NO FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
		(APPRECIABLE AMOUNT OF FINES)		GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
		(LITTLE OR NO FINES)		SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES		SM	SILTY SANDS, SAND - SILT MIXTURES
		(APPRECIABLE AMOUNT OF FINES)		SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

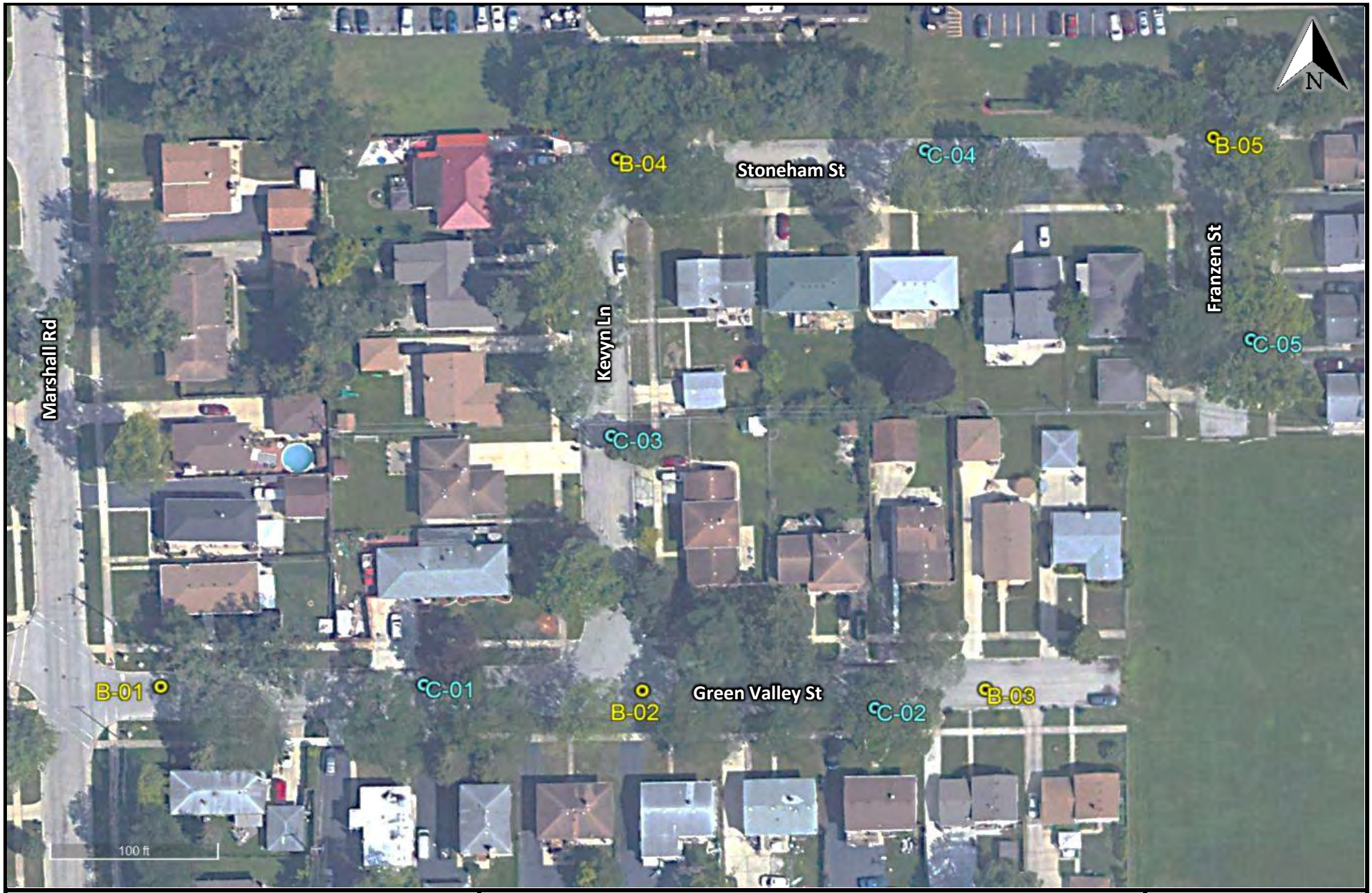
Appendix E – Site Vicinity Map & Boring Location Plan

rubino ENGINEERING INC.

425 Shepard Drive
Elgin, Illinois 60123

Project Name:	**Browngate Subdivision Roadway and Watermain Improvements**
Project Location:	Various Streets Bensenville, Illinois
Client:	**Engineering Enterprises, Inc.**
Rubino Project # :	G22.256

Site Vicinity Map



rubino ENGINEERING INC.

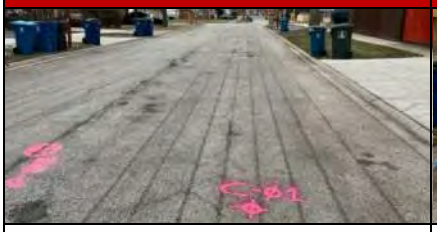
425 Shepard Drive
Elgin, Illinois 60123

Project Name:	**Browngate Subdivision Roadway and Watermain Improvements**
Project Location:	Various Streets Bensenville, Illinois
Client:	**Engineering Enterprises, Inc.**
Rubino Project # :	G22.256

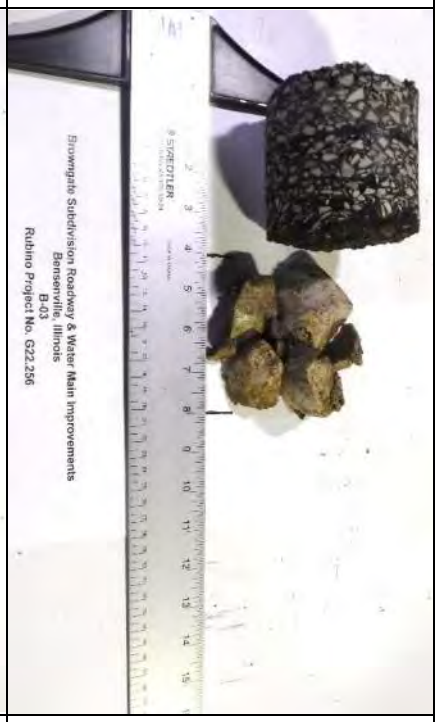
Boring & Coring Location Plan

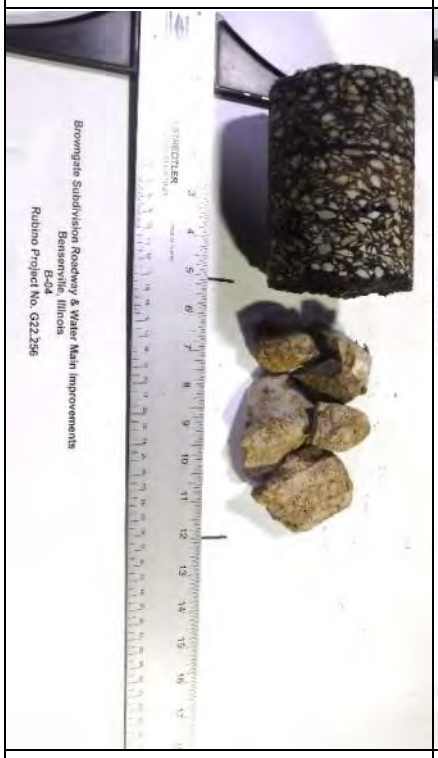
Appendix F – Pavement Core Summary Report

Cores were taken in the pavement of Various Streets in Bensenville, Illinois. The table below summarizes the thicknesses observed in the field and laboratory.

Core - 01 (WBL Green Valley Street)	Core - 02 (EBL Green Valley Street)	Core - 03 (NBL Kevyn Lane)
		
Picture Taken Facing West	Picture Taken Facing West	Picture Taken Facing South
Total Thickness = 7 inches **HMA Surface$_1$ = 2 in.** **HMA Binder$_1$ = 2 in.** **Binder$_1$ to Binder$_2$ Weathering & Deterioration** **HMA Binder$_2$ = 3 in.** **Subbase Stone = 7 inches**	**Total Thickness = 3 inches** **HMA Surface$_1$ = 1 ½ in.** **HMA Surface$_2$ = 1 ½ in.** **Poorly-Graded Large Aggregate = 9 inches**	**Total Thickness = 3 inches** **HMA Surface$_1$ = 1 ½ in.** **Fabric Interlayer** **HMA Surface$_2$ = 1 ½ in.** **Poorly-Graded Large Aggregate = 10 inches**

Core - 04 (WBL Stoneham Street)	Core - 05 (NBL Franzen Street)
Picture Taken Facing West	Picture Taken Facing North
Total Thickness = 4 inches	**Total Thickness = 3 inches**
HMA Surface$_1$ = 2 in.	**HMA Surface$_1$ = 1 ½ in.**
Fabric Interlayer	**Fabric Interlayer**
HMA Surface$_2$ = 2 in.	**HMA Surface$_2$ = 1 ½ in.**
Subbase Stone = 9 inches	**Subbase Stone = 8 inches**

Core - B01 (WBL Green Valley Street)	Core - B02 (EBL Green Valley Street)	Core - B 03 (WBL Green Valley Street)
Picture Taken Facing West	Picture Taken Facing West	Picture Taken Facing West
		
Total Thickness = 8 inches **HMA Surface$_1$ = 2 ½ in.** **Surface$_1$ to Binder$_1$ Weathering & Deterioration** **HMA Binder$_1$ = 2 ¼ in.** **Binder$_1$ to Binder$_2$ Weathering & Deterioration** **HMA Binder$_2$ = 3 ¼ in.** **Subbase Stone = 6 inches**	**Total Thickness = 4 ½ inches** **HMA Surface$_1$ = 1 ½ in.** **HMA Binder$_1$ = 1 in.** **Fabric Interlayer** **HMA Binder$_2$ = 2 in.** **Binder$_2$** **NOT FULLY RECOVERED due to Weathering & Deterioration** **Poorly-Graded Large Aggregate = 7 ½ inches**	**Total Thickness = 4 inches** **HMA Surface$_1$ = 1 ¾ in.** **Fabric Interlayer** **HMA Surface$_2$ = 2 ¼ in.** **Surface$_2$** **NOT FULLY RECOVERED due to Weathering & Deterioration** **Poorly-Graded Large Aggregate = 4 inches**

Core - B 04 (NBL Kevyn Lane)	Core - B05 (WBL Franzen Street)
Picture Taken Facing South	Picture Taken Facing West
	
Total Thickness = 5 inches	**Total Thickness = 7 inches**
HMA Surface$_1$ = 2 ¼ in.	**HMA Surface$_1$ = 2 ½ in.**
Fabric Interlayer	**Fabric Interlayer**
HMA Surface$_2$ = 2 in.	**HMA Surface$_2$ = 4 ½ in.**
HMA Surface$_3$ = ¾ in.	**Subbase Stone = 5 inches**
Poorly-Graded Large Aggregate = 7 inches	

The referenced thicknesses are considered approximate. Commentary provided by Rubino is based on our observation in the laboratory; **Crack** = vertical through cross section; **Weathering** = rounded edges & degradation of asphalt and **Deterioration** = horizontal crack. Pavement and subbase type and thickness may vary between core locations. Any comments on the condition of the material are considered our opinion and should be verified by the design engineer.

Appendix G – Borings Logs

Rubino Engineering, Inc.
425 Shepard Drive
Elgin, IL 60123
Telephone: 847-931-1555
Fax: 847-931-1560

LOG OF BORING B-01

Rubino Job No.:	G22.256	Drilling Method:	3 ¼ Hollow Stem Auger
Project:	Browngate Subdvision Improvements	Sampling Method:	Split Spoon
Location:	Various Streets	Hammer Type:	Automatic
City, State:	Bensenville, Illinois	Boring Location:	1017 Green Valley Street
Client:	Engineering Enterprises, Inc.		

WATER LEVELS***	
While Drilling	N/A
Upon Completion	N/A
Delay	N/A

Station: N/A
Offset: N/A

Surface Elev.: 686.8 ft

Elevation (feet)	Depth, (feet)	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	Classification	SPT Blows per 6-inch	Moisture, %	Additional Remarks
	0			Approximately 8 inches of ASPHALT				
				Approximately 6 inches of SUBBASE STONE				
		1	8	Medium stiff, brown and gray silty CLAY, trace sand and gravel	CL	2-3-4 N=7	19	>> Qp=4.5 tsf
685								
		2	8	Stiff to very stiff, brown and gray silty CLAY, trace sand and gravel		4-6-9 N=15	18	>> Qp=4.5 tsf
	5							
		3	16			3-6-9 N=15	18	>> Qp=4.5 tsf
680								
		4	18	*Color transitions to gray at approximately 8½ feet BEG*	CL	3-6-8 N=14	18	>> Qp=4.5 tsf
	10							
		5	11			3-5-6 N=11	19	Qp=3.5 tsf
675								
		6	18			3-4-6 N=10	20	Qp=2.8 tsf
	15			End of boring at approximately 15 feet below existing grade.				

STANDARD PENETRATION TEST DATA
Moisture (×) 0–25–50; PL / LL
STRENGTH, tsf: Qu (Rimac) ▲; Qp/Qr ✳ 0–2.0–4.0

Completion Depth:	15.0 ft	Sample Types:	Pressuremeter	Latitude: 41.966319
Date Boring Started:	1/11/23	Auger Cutting	Shelby Tube	Longitude: -88.957264
Date Boring Completed:	1/11/23	Split-Spoon	Grab Sample	Drill Rig: Geoprobe 7822DT
Logged By:	P.P.	Rock Core	No Recovery	Remarks:
Drilling Contractor:	Rubino Engineering, Inc.			Log Entry: J. Ignarski
				Checked By: S. Schmid

The stratification lines represent approximate boundaries. The transition may be gradual.
***Please reference the geotechnical report text for specific groundwater / dewatering recommendations.

Rubino Engineering, Inc.
425 Shepard Drive
Elgin, IL 60123
Telephone: 847-931-1555
Fax: 847-931-1560

LOG OF BORING B-02

Rubino Job No.:	G22.256	Drilling Method:	3 ¼ Hollow Stem Auger	WATER LEVELS***	
Project:	Browngate Subdvision Improvements	Sampling Method:	Split Spoon	While Drilling	N/A
Location:	Various Streets	Hammer Type:	Automatic	Upon Completion	N/A
City, State:	Bensenville, Illinois	Boring Location:	1010 Green Valley Street	Delay	N/A
Client:	Engineering Enterprises, Inc.				

Station: N/A
Offset: N/A

Surface Elev.: 686.1 ft

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	Classification	SPT Blows per 6-inch	Moisture, %	STANDARD PENETRATION TEST DATA (Moisture, PL, LL; STRENGTH, tsf: Qu (Rimac), Qp/Qr)	Additional Remarks
	0					Approximately 4½ inches of ASPHALT					
						Approximately 7½ inches of POORLY-GRADED LARGE AGGREGATE					
685				1	8	Stiff to very stiff, brown and gray silty CLAY, trace sand and gravel		4-5-8 N=13	18	>>	Qp=4.5 tsf
				2	9			4-7-10 N=17	18	>>	Qp=4.5 tsf
	5										
680				3	18			4-6-9 N=15	20	>>	Qp=4.5 tsf
				4	12	*Color transitions to gray at approximately 8½ feet BEG*	CL	3-6-6 N=12	20	>>	Qp=4.5 tsf
	10										
675				5	15			3-4-6 N=10	19		Qp=3.8 tsf
				6	16			3-4-6 N=10	20		Qp=2.5 tsf
	15					End of boring at approximately 15 feet below existing grade.					

Completion Depth:	15.0 ft	Sample Types:		Latitude: 41.966315
Date Boring Started:	1/11/23	Auger Cutting	Pressuremeter	Longitude: -87.956219
Date Boring Completed:	1/11/23	Split-Spoon	Shelby Tube	Drill Rig: Geoprobe 7822DT
Logged By:	P.P.	Rock Core	Grab Sample	Remarks:
Drilling Contractor:	Rubino Engineering, Inc.		No Recovery	Log Entry: J. Ignarski
				Checked By: S. Schmid

The stratification lines represent approximate boundaries. The transition may be gradual.
***Please reference the geotechnical report text for specific groundwater / dewatering recommendations.

Rubino Engineering, Inc.
425 Shepard Drive
Elgin, IL 60123
Telephone: 847-931-1555
Fax: 847-931-1560

LOG OF BORING B-03

Rubino Job No.:	G22.256	Drilling Method:	3 ¼ Hollow Stem Auger
Project:	Browngate Subdvision Improvements	Sampling Method:	Split Spoon
Location:	Various Streets	Hammer Type:	Automatic
City, State:	Bensenville, Illinois	Boring Location:	1003 Green Valley Street
Client:	Engineering Enterprises, Inc.		

WATER LEVELS***	
While Drilling	N/A
Upon Completion	N/A
Delay	N/A

Station: N/A
Offset: N/A

Surface Elev.: 683.7 ft

Elevation (feet)	Depth, (feet)	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	Classification	SPT Blows per 6-inch	Moisture, %	Additional Remarks
	0			Approximately 4 inches of ASPHALT				
				Approximately 4 inches of POORLY-GRADED LARGE AGGREGATE				
		1	12	FILL: brown, black, and gray silty clay, trace sand and gravel		3-5-5 N=10	27	6% Organic Content; Qp=4.0 tsf
680		2	16	Stiff to very stiff, brown and gray silty CLAY, trace sand and gravel		4-5-8 N=13	22	Qp=3.5 tsf
	5	3	18			4-8-11 N=19	19	>>; Qp=4.5 tsf
675		4	18		CL	5-8-11 N=19	21	>>; Qp=4.4 tsf
	10	5	14	*Color transitions to gray at approximately 11 feet BEG*		4-5-6 N=11	19	Qp=3.5 tsf
670		6	18			4-4-6 N=10	18	Qp=2.5 tsf
	15			End of boring at approximately 15 feet below existing grade.				

STANDARD PENETRATION TEST DATA
Moisture (×) 0 – 25 – 50; PL (◪) LL (✚)
STRENGTH, tsf
Qu (Rimac) (▲) 0 – 2.0 – 4.0; Qp/Qr (✳)

Completion Depth:	15.0 ft	Sample Types:	Pressuremeter	Latitude: 41.966312
Date Boring Started:	1/11/23	Auger Cutting	Shelby Tube	Longitude: -87.955472
Date Boring Completed:	1/11/23	Split-Spoon	Grab Sample	Drill Rig: Geoprobe 3126DT
Logged By:	J.W.	Rock Core	No Recovery	Remarks:
Drilling Contractor:	Rubino Engineering, Inc.			Log Entry: J. Ignarski
				Checked By: S. Schmid

The stratification lines represent approximate boundaries. The transition may be gradual.
***Please reference the geotechnical report text for specific groundwater / dewatering recommendations.

Rubino Engineering, Inc.
425 Shepard Drive
Elgin, IL 60123
Telephone: 847-931-1555
Fax: 847-931-1560

LOG OF BORING B-04

Rubino Job No.:	G22.256	Drilling Method:	3 ¼ Hollow Stem Auger
Project:	Browngate Subdvision Improvements	Sampling Method:	Split Spoon
Location:	Various Streets	Hammer Type:	Automatic
City, State:	Bensenville, Illinois	Boring Location:	340 Kevyn Lane
Client:	Engineering Enterprises, Inc.		

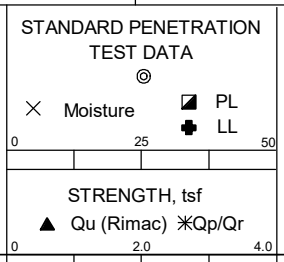
WATER LEVELS***

While Drilling	3.5 ft
Upon Completion	N/A
Delay	N/A

Station: N/A
Offset: N/A

Surface Elev.: 684.5 ft

Elevation (feet)	Depth, (feet)	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	Classification	SPT Blows per 6-inch	Moisture, %	Additional Remarks
	0			Approximately 5 inches of ASPHALT				
				Approximately 7 inches of POORLY-GRADED LARGE AGGREGATE				
		1	9	Stiff, brown and greenish-gray silty CLAY, trace sand and gravel	CL	3-4-5 N=9	27	4% Organic Content; Qp=2.5 tsf
		2	18	Medium stiff, brown SILT, with sand, trace gravel	ML	2-2-2 N=4	13	Qp=1.0 tsf
680	5	3	18	Stiff, brown sandy silty CLAY, trace gravel *Some interbedded sand lenses observed*	CL	4-6-6 N=12	16	Qp=2.0 tsf
		4	18	Stiff to very stiff, brown silty CLAY, trace sand and gravel	CL	5-6-9 N=15	18	Qp=4.0 tsf
675	10	5	18	*Color transitions to gray at approximately 11 feet BEG*	CL	5-6-8 N=14	18	Qp=4.0 tsf
		6	18			3-4-6 N=10	19	Qp=3.3 tsf
670	15			End of boring at approximately 15 feet below existing grade.				



Completion Depth:	15.0 ft
Date Boring Started:	1/11/23
Date Boring Completed:	1/11/23
Logged By:	J.W.
Drilling Contractor:	Rubino Engineering, Inc.

Sample Types:
- Auger Cutting
- Split-Spoon
- Rock Core
- Pressuremeter
- Shelby Tube
- Grab Sample
- No Recovery

Latitude: 41.967220
Longitude: -87.956274
Drill Rig: Geoprobe 3126DT
Remarks: Hole collapse at ~7 feet BEG
Log Entry: J. Ignarski
Checked By: S. Schmid

The stratification lines represent approximate boundaries. The transition may be gradual.
***Please reference the geotechnical report text for specific groundwater / dewatering recommendations.

Rubino Engineering, Inc.
425 Shepard Drive
Elgin, IL 60123
Telephone: 847-931-1555
Fax: 847-931-1560

LOG OF BORING B-05

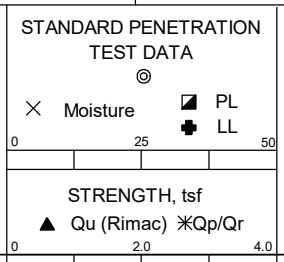
Rubino Job No.:	G22.256	Drilling Method:	3 ¼ Hollow Stem Auger
Project:	Browngate Subdvision Improvements	Sampling Method:	Split Spoon
Location:	Various Streets	Hammer Type:	Automatic
City, State:	Bensenville, Illinois	Boring Location:	341 Franzen Street
Client:	Engineering Enterprises, Inc.		

WATER LEVELS***	
While Drilling	N/A
Upon Completion	N/A
Delay	N/A

Station: N/A
Offset: N/A

Surface Elev.: 680.3 ft

Elevation (feet)	Depth, (feet)	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	Classification	SPT Blows per 6-inch	Moisture, %	Additional Remarks
680	0			Approximately 7 inches of ASPHALT				
				Approximately 5 inches of SUBBASE STONE				
		1	9	Black silty CLAY, trace sand and gravel *Possible Buried Topsoil*	CL	4-5-7 N=12	20	Qp=4.0 tsf
				Stiff to very stiff, brown and gray silty CLAY, trace sand and gravel				
		2	18			5-7-8 N=15	18	>> Qp=4.5 tsf
675	5							
		3	18			5-7-9 N=16	14	>> Qp=4.5 tsf
		4	18		CL	4-7-9 N=16	18	>> Qp=4.5 tsf
670	10							
		5	14	*Color transitions to gray at approximately 11 feet BEG*		5-7-9 N=16	18	Qp=4.0 tsf
		6	18			3-5-6 N=11	19	Qp=2.8 tsf
	15			End of boring at approximately 15 feet below existing grade.				



Completion Depth:	15.0 ft
Date Boring Started:	1/11/23
Date Boring Completed:	1/11/23
Logged By:	J.W.
Drilling Contractor:	Rubino Engineering, Inc.

Sample Types:
- Auger Cutting
- Split-Spoon
- Rock Core
- Pressuremeter
- Shelby Tube
- Grab Sample
- No Recovery

Latitude: 41.967260
Longitude: -87.954971
Drill Rig: Geoprobe 3126DT
Remarks:
Log Entry: J. Ignarski
Checked By: S. Schmid

The stratification lines represent approximate boundaries. The transition may be gradual.
***Please reference the geotechnical report text for specific groundwater / dewatering recommendations.

Appendix H – Laboratory Results

SRN Testing Services, LLC
2258 Southwind Blvd.
Bartlett, IL 60103
TEL: (630) 503-5002
Website: www.srntest.com

January 25, 2023

Parth Patel
Rubino Engineering Inc.
425 Shepard Drive
Elgin, IL 60123
TEL:
FAX

RE: Browngate Subdivision in Bensenville

Order No.: 2301008

Dear Parth Patel:

SRN Testing Services received 1 samples for the referenced project on 1/19/2023. The analytical results are presented in the following report.

Unless indicated in the Case Narrative, all analyses were performed using established procedures, in accordance with the quality system, and within holding time. Observations regarding sample or analytical response are also noted in the Case Narrative where applicable.

Thank you for choosing SRN Testing Services to provide your environmental testing and analyses. If you have questions regarding the enclosed materials, please contact me.

Sincerely,

Ryan Serafino

2258 Southwind Blvd.
Bartlett, IL 60103

Original

SRN Testing Services, LLC
2258 Southwind Blvd.
Bartlett, IL 60103
TEL: (630) 503-5002
Website: www.srntest.com

Workorder Sample Summary

WO#: **2301008**
25-Jan-23

CLIENT: Rubino Engineering Inc.
Project: Browngate Subdivision in Bensenville

Lab SampleID	Client Sample ID	Tag No	Date Collected	Date Received	Matrix
2301008-001	B-02-6		1/11/2023 9:00:00 AM	1/19/2023 9:00:00 AM	Solid

SRN Testing Services, LLC
2258 Southwind Blvd.
Bartlett, IL 60103
TEL: (630) 503-5002
Website: www.srntest.com

Case Narrative

WO#: **2301008**
Date: **1/25/2023**

CLIENT: Rubino Engineering Inc.
Project: Browngate Subdivision in Bensenville

Sample Analysis:
2301008: Samples were analyzed at the SRN Testing Services, LLC for:
Redox Potential(ORP) ASTM G200
ASTM G51
Percent Moisture for Dry Weight Reporting - TK-030
Sulfide Standard Method 4500-S2-D - TK-007

Analytical Run Comments:

Analytical Comments for Test ORP_S, Analytical RunNo 133, Batch ID R133:
Sample 2301008-001A: Analytical Method hold time was exceeded by 6 days.

Analytical Comments for Test PH_G51, Analytical RunNo 130, Batch ID R130:
Sample 2301008-001A: Analytical Method hold time was exceeded by 5 days.

Analytical Comments for Test PMOIST, Analytical RunNo 128, Batch ID R128:
Sample 2301008-001A: Analytical Method hold time was exceeded by 1 days.

Analytical Comments for Test SULFIDE_S, Analytical RunNo 129, Batch ID R129:
Sample 2301008-001A: Analytical Method hold time was exceeded by 5 days.

SRN Testing Services, LLC
2258 Southwind Blvd.
Bartlett, IL 60103
TEL: (630) 503-5002
Website: www.srntest.com

Analytical Report

(consolidated)

WO#: **2301008**

Date Reported: **1/25/2023**

CLIENT: Rubino Engineering Inc. **Collection Date:** 1/11/2023 9:00:00 AM

Project: Browngate Subdivision in Bensenville

Lab ID: 2301008-001 **Matrix:** SOLID

Client Sample ID B-02-6

Analyses	Result	PQL	Qual	Units	DF	Date Analyzed
REDOX POTENTIAL(ORP) ASTM G200						Analyst: **AD**
Oxidation-Reduction Potential	266	0		RmV	1	1/24/2023 2:15:09 PM
ASTM G51						Analyst: **AD**
PH	7.2	2.4	H	pH Units-dry	1	1/23/2023 3:18:00 PM
SULFIDE STANDARD METHOD 4500-S2-D						Analyst: **RS**
Sulfide	< 0.119	0.119	H	mg/Kg-dry	1	1/23/2023 12:40:05 PM
PERCENT MOISTURE FOR DRY WEIGHT REPORTING						Analyst: **RS**
Percent Moisture	15.7	0.100		wt%	1	1/19/2023 12:31:00 PM

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	C	Value is below Minimum Compound Limit.
E	Value above quantitation range	H	Holding times for preparation or analysis exceeded
M	Manual Integration used to determine area response	N	Tentatively identified compounds
ND	Not Detected at the Reporting Limit	O	RSD is greater than RSDlimit
P	Second column confirmation exceeds	PL	Permit Limit
R	RPD outside accepted recovery limits	RL	Reporting Detection Limit
W	Sample container temperature is out of limit as specified at testcode		

Original

SRN Testing Services, LLC
2258 Southwind Blvd.
Bartlett, IL 60103
TEL: (630) 503-5002
Website: www.srntest.com

QC SUMMARY REPORT

WO#: **2301008**

25-Jan-23

Client: Rubino Engineering Inc.
Project: Browngate Subdivision in Bensenville

TestCode: **ORP_S**

Sample ID: **LCS-R133** SampType: **LCS** TestCode: **ORP_S** Units: **RmV** Prep Date: **1/24/2023** RunNo: **133**
Client ID: **LCSS** Batch ID: **R133** TestNo: **ASTM-G200** Analysis Date: **1/24/2023** SeqNo: **4453**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Oxidation-Reduction Potential	470	0	470.0	0	100	97.87	102.12				

Sample ID: **2301008-001ADUP** SampType: **DUP** TestCode: **ORP_S** Units: **RmV** Prep Date: **1/24/2023** RunNo: **133**
Client ID: **B-02-6** Batch ID: **R133** TestNo: **ASTM-G200** Analysis Date: **1/24/2023** SeqNo: **4455**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Oxidation-Reduction Potential	272	0						265.9	2.19	20	

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank	C	Value is below Minimum Compound Limit.
E	Value above quantitation range	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
M	Manual Integration used to determine area response	ND	Not Detected at the Reporting Limit	O	RSD is greater than RSDlimit
P	Second column confirmation exceeds	PL	Permit Limit	Q	Spike Recovery outside acceptance criteria
R	RPD outside accepted recovery limits	RL	Reporting Detection Limit	S	CCB Samptype result is greater than MDL flag.

SRN Testing Services, LLC
2258 Southwind Blvd.
Bartlett, IL 60103
TEL: (630) 503-5002
Website: www.srntest.com

QC SUMMARY REPORT

WO#: **2301008**

25-Jan-23

Client: Rubino Engineering Inc.

Project: Browngate Subdivision in Bensenville

TestCode: **PH_G51**

Sample ID: **2301008-001ADUP** SampType: **DUP** TestCode: **PH_G51** Units: **pH Units-dry** Prep Date: **1/23/2023** RunNo: **130**

Client ID: **B-02-6** Batch ID: **R130** TestNo: **ASTM-G51** Analysis Date: **1/23/2023** SeqNo: **4397**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
PH	7.2	2.4						7.205	0.231	20	H

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank	C	Value is below Minimum Compound Limit.
E	Value above quantitation range	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
M	Manual Integration used to determine area response	ND	Not Detected at the Reporting Limit	O	RSD is greater than RSDlimit
P	Second column confirmation exceeds	PL	Permit Limit	Q	Spike Recovery outside acceptance criteria
R	RPD outside accepted recovery limits	RL	Reporting Detection Limit	S	CCB Samptype result is greater than MDL flag.

SRN Testing Services, LLC
2258 Southwind Blvd.
Bartlett, IL 60103
TEL: (630) 503-5002
Website: www.srntest.com

QC SUMMARY REPORT

WO#: **2301008**
25-Jan-23

Client: Rubino Engineering Inc.
Project: Browngate Subdivision in Bensenville **TestCode:** **PMOIST**

Sample ID: **MBLK-R128** SampType: **MBLK** TestCode: **PMOIST** Units: **wt%** Prep Date: **1/19/2023** RunNo: **128**
Client ID: **PBS** Batch ID: **R128** TestNo: **D2216** Analysis Date: **1/19/2023** SeqNo: **4390**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Percent Moisture	< 0.100	0.100									

Sample ID: **2301008-001ADUP** SampType: **DUP** TestCode: **PMOIST** Units: **wt%** Prep Date: **1/19/2023** RunNo: **128**
Client ID: **B-02-6** Batch ID: **R128** TestNo: **D2216** Analysis Date: **1/19/2023** SeqNo: **4392**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Percent Moisture	15.3	0.100						15.68	2.59	20	

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank	C	Value is below Minimum Compound Limit.
E	Value above quantitation range	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
M	Manual Integration used to determine area response	ND	Not Detected at the Reporting Limit	O	RSD is greater than RSDlimit
P	Second column confirmation exceeds	PL	Permit Limit	Q	Spike Recovery outside acceptance criteria
R	RPD outside accepted recovery limits	RL	Reporting Detection Limit	S	CCB Samptype result is greater than MDL flag.

SRN Testing Services, LLC
2258 Southwind Blvd.
Bartlett, IL 60103
TEL: (630) 503-5002
Website: www.srntest.com

QC SUMMARY REPORT

WO#: **2301008**

25-Jan-23

Client: Rubino Engineering Inc.
Project: Browngate Subdivision in Bensenville

TestCode: **SULFIDE_S**

Sample ID: **MB-R129** SampType: **MBLK** TestCode: **SULFIDE_S** Units: **mg/L** Prep Date: **1/23/2023** RunNo: **129**
Client ID: **PBS** Batch ID: **R129** TestNo: **A4500-S2-D** Analysis Date: **1/23/2023** SeqNo: **4409**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Sulfide	< 0.100	0.100									

Sample ID: **LCS-R129** SampType: **LCS** TestCode: **SULFIDE_S** Units: **mg/L** Prep Date: **1/23/2023** RunNo: **129**
Client ID: **LCSS** Batch ID: **R129** TestNo: **A4500-S2-D** Analysis Date: **1/23/2023** SeqNo: **4410**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Sulfide	1.10	0.100	1.000	0	110	90	110				

Sample ID: **2301008-001ADUP** SampType: **DUP** TestCode: **SULFIDE_S** Units: **mg/Kg-dry** Prep Date: **1/23/2023** RunNo: **129**
Client ID: **B-02-6** Batch ID: **R129** TestNo: **A4500-S2-D** Analysis Date: **1/23/2023** SeqNo: **4412**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Sulfide	< 0.119	0.119						0	0	20	H

Sample ID: **MB2** SampType: **MBLK** TestCode: **SULFIDE_S** Units: **mg/L** Prep Date: **1/23/2023** RunNo: **129**
Client ID: **PBS** Batch ID: **R129** TestNo: **A4500-S2-D** Analysis Date: **1/23/2023** SeqNo: **4420**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Sulfide	< 0.100	0.100									

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank	C	Value is below Minimum Compound Limit.
E	Value above quantitation range	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
M	Manual Integration used to determine area response	ND	Not Detected at the Reporting Limit	O	RSD is greater than RSDlimit
P	Second column confirmation exceeds	PL	Permit Limit	Q	Spike Recovery outside acceptance criteria
R	RPD outside accepted recovery limits	RL	Reporting Detection Limit	S	CCB Samptype result is greater than MDL flag.

SRN Testing Services, LLC
2258 Southwind Blvd.
Bartlett, IL 60103
TEL: (630) 503-5002
Website: www.srntest.com

QC SUMMARY REPORT

WO#: **2301008**

25-Jan-23

Client: Rubino Engineering Inc.

Project: Browngate Subdivision in Bensenville

TestCode: **SULFIDE_S**

Sample ID: **MB3** SampType: **MBLK** TestCode: **SULFIDE_S** Units: **mg/L** Prep Date: **1/23/2023** RunNo: **129**

Client ID: **PBS** Batch ID: **R129** TestNo: **A4500-S2-D** Analysis Date: **1/23/2023** SeqNo: **4421**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Sulfide	< 0.100	0.100									

Sample ID: **MB4** SampType: **MBLK** TestCode: **SULFIDE_S** Units: **mg/L** Prep Date: **1/23/2023** RunNo: **129**

Client ID: **PBS** Batch ID: **R129** TestNo: **A4500-S2-D** Analysis Date: **1/23/2023** SeqNo: **4422**

Analyte	Result	PQL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Sulfide	< 0.100	0.100									

Qualifiers:

*	Value exceeds Maximum Contaminant Level.	B	Analyte detected in the associated Method Blank	C	Value is below Minimum Compound Limit.
E	Value above quantitation range	H	Holding times for preparation or analysis exceeded	J	Analyte detected below quantitation limits
M	Manual Integration used to determine area response	ND	Not Detected at the Reporting Limit	O	RSD is greater than RSDlimit
P	Second column confirmation exceeds	PL	Permit Limit	Q	Spike Recovery outside acceptance criteria
R	RPD outside accepted recovery limits	RL	Reporting Detection Limit	S	CCB Samptype result is greater than MDL flag.

SRN testing
SRN Testing Services, LLC
2258 Southwind Blvd
Bartlett, IL 60103
603-503-5002
www.srntest.com

Chain of Custody

SRN use only
SRN WO# 2301008
Receipt Temperature 12.5 °C
Thermometer Used T-03
VOC Headspace Checked ✓

Report to Company:	Rubino Engineering, Inc.
Contact:	Parth Patel
Address:	425 Shepard Dr.
	Elgin, IL 60123
Phone Number:	630-802-6359
Project ID:	G22.256
E-mail:	parth@rubinoeng.com

Send Invoice:	Rubino Engineering, Inc.
Contact:	Heather Schellerer Heather@rubinoeng.com
Address:	425 Shepard Dr.
	Elgin, IL 60123
Phone Number:	847-429-2568
Job Name:	Browngate Subdivision in Bensenville

Highlighted sections are required to be filled out by the client

Indicate State of sample origination (circle): IL WI IN Other:

Client Sample ID	Collection			Misc.		Preservative		Analyses Required									Rush Request (Days)	Comments
	Date	Time	Collected by:	Matrix Type	No. of Containers	Unpreserved	Preserved	pH ASTM G51	Redox Potential (ORP) ASTM G200	Sulfides Std Mtd 4500-S2-D (Mod)								I Included an extra container if you need more soil
G22.256 B-02-6	1/11/23	9:00	PP	Soil	2	x		x	x	x								

Continued on 2nd COC? Yes No

Relinquished by: Parth Patel	Date: 1/19/23	Time: 6:00	Received by:	Date: 1/19/23	Time: 9:00 am
Relinquished by:	Date:	Time:	Received by:	Date:	Time:

☑ Dispose at 30 Days ☐ Return ☐ Store (____ Days)

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 · (217) 782-3397

JB PRITZKER, GOVERNOR **JOHN J. KIM**, DIRECTOR

Project/Site: Browngate Subdivision Roadway and Water Main Improvements, Bensenville, IL, DuPage County
NPDES Permit No: ILR10ZDEF

10/27/2023

We have reviewed your application requesting new coverage for Browngate Subdivision Roadway and Water Main Improvements located at Green Valley Street and Marshall Road, Bensenville, IL 60134, and determined that storm water discharges associated with industrial activity from construction sites are appropriately covered by the General NPDES Permit issued by the Agency. Your discharge is covered by this permit effective as of the date of this letter. A copy of the NOI submission can be downloaded at this link: https://npdes-ereporting.epa.gov/net-cgp/api/public/v1/form/1732342/attachment/zip.

The Permit includes special conditions regarding the application, Storm Water Pollution Prevention Plan and reporting requirements. Failure to meet any portion of the Permit could result in civil and/or criminal penalties. The Agency is ready and willing to assist you in interpreting any of the conditions of the Permit as they relate specifically to your discharge.

As a Permit Holder, it is your responsibility to:

1. Submit a modified Notice of Intent of any substantial modification to the project such as address changes, new contractors, area coverage, or additional discharges to Waters of the United States within 30 days.
2. Submit a Notice of Termination once the site has completed final stabilization and all storm water discharges from construction activities that are authorized by this Permit are eliminated.

Please reference your permit number ILR10ZDEF in all future correspondence. Should you have any questions concerning the Permit, please contact the Permit Section at (217) 782-0610.

Sincerely,

Darin E. LeCrone
Manager, Permit Section
Division of Water Pollution Control

Link to: General NPDES Permit No. ILR10

cc:

2125 S. First Street, Champaign, IL 61820 (217) 278-5800
2009 Mall Street Collinsville, IL 62234 (618) 346-5120
9511 Harrison Street, Des Plaines, IL 60016 (847) 294-4000
595 S. State Street, Elgin, IL 60123 (847) 608-3131
2309 W. Main Street, Suite 116, Marion, IL 62959 (618) 993-7200
412 SW Washington Street, Suite D, Peoria, IL 61602 (309) 671-3022
4302 N. Main Street, Rockford, IL 61103 (815) 987-7760

PLEASE PRINT ON RECYCLED PAPER

Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Division of Public Water Supplies
Application for Construction Permit

The regulations referenced in this application are taken from the Illinois Environmental Protection Act, 2007. All subsequent rules, regulations, and violations listed in this document can be found within the Act. This application may be completed online, a copy saved locally, and printed before it is signed and mailed to the Illinois EPA.

1. Name of Public Water Supply: Village of Bensenville
2. Facility ID: IL0434140 County: DuPage
3. Location of Project: Green Valley Street east of Marshall Road, Kevyn Lane, Stoneham Street, Franzen Street
4. Title of Plans: Browngate Subdivision Roadway and Water Main Improvements

   Number of Construction Drawings: 31
5. Documents being Submitted:
   - ☑ Application for Construction Permit
   - ☑ Schedule A - Cost Estimate
   - ☑ Schedule B - Water Main Construction
   - ☐ Specifications
   - ☑ Construction Drawings
   - ☐ Engineer's Design Summary
   - ☐ Schedule C-I Well Drilling Only
   - ☐ Schedule C-II Well Completion
   - ☐ Permit Fee (Applicable Water Main Only)
6. Scope of Project:

   Replace existing 6 inch water main with 8 inch main in Green Valley Street, Kevyn Lane, Stoneham Street, and Franzen Street. New fire hydrants and services to be installed.
7. Illinois Commerce Commission: Are you a privately owned water company subject to Illinois Commerce Commission rules? ○ Yes ◉ No
8. Infringement on **Other Public Water Supplies:** Will any part of this project be located within the boundaries of an area served by another PWS? ○ Yes ◉ No

9. Certifications

NOTE: Each person signing this application certifies that the information in the application is complete and accurate, and that the text of the application has not been changed from the Agency's official construction permit application form.

9.1) Certificate by Design Engineer

I hereby certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate.

Name Curtis Dettmann Registration Number 062-066060

Firm Engineering Enterprises, Inc.

Address 52 Wheeler Road

City Sugar Grove State IL Zip 60554

Phone Number (630) 466-6700 Email (optional) cdettmann@eeiweb.com

Signature 10/30/23 Date

9.2) Certificate by Applicant(s) to Construct

I hereby certify that I have read and thoroughly understand the conditions and requirements of this submittal. I/the representative company hereby agree to conform with the Standard Conditions and any Special Conditions made part of this Construction Permit.

Name Village of Bensenville

Address 717 E. Jefferson Street

City Bensenville State IL Zip 60106 Phone Number (630) 766-8200

Signature 11/1/23 Date

9.3) Water Main Fees

Section 16.1 of the Illinois Environmental Protection Act (Act) requires the Agency to collect a fee for certain applications for the installation or extension of water mains. There are no permit fees for other improvements (for example, treatment facilities) to public water supply systems and only certain water main projects are affected. The Agency will not approve any construction application without the required fee. Except for the conditions listed in Section 9.4, the following fee schedule applies per Section 16.1(d) of the Act:

Fee : Total Length of Water Main

- ○ $ 0 : 200 feet or less
- ○ $ 240 : Greater than 200 feet but not more than 1,000 feet
- ◉ $ 720 : Greater than 1,000 feet, but not more than 5,000 feet
- ○ $1200 : Greater than 5,000 feet

Please check the appropriate fee; make check or money order payable to: *Treasurer, State of Illinois* and submit along with this application. Any fee remitted to the Agency shall not be refunded at any time or for any reason, either in whole or in part.

9.4) Water Main Fee Exceptions - READ CAREFULLY BEFORE SIGNING THE FOLLOWING

The Water Main Permit fee does not apply to:

a. Any Department, Agency or Unit of State Government.

b. Any unit of local government where all of the following conditions are met:

i. The cost of the installation or extension is paid wholly from monies of the unit of local government, state grants or loans, federal grants or loans, or any combination thereof.

ii. The unit of local government is not given monies, reimbursed or paid, either in whole or in part, by another person (except for State grants or loans or federal grants or loans.

I, Joseph M Caracci hereby certify that this project meets the above criteria.
(Unit of local government & signature of authorized official)

DO NOT SIGN HERE UNLESS PROJECT MEETS FEE EXCEPTION CRITERIA.

9.5) Agreement to Furnish Water (this section must be completed if applicable)

The Village of Bensenville has agreed to furnish water to the area in which
(City, Town, Village, Water Company or Water Authority)

water main extensions are proposed by Village of Bensenville
(Applicant to construct)

according to plans titled Browngate Subdivision Roadway and Water Main Improvements

prepared by Engineering Enterprises, Inc.
(Engineering Firm)

The undersigned acknowledges the public water supply's responsibility for examining the plans and specifications to determine the proposed extensions meet local laws, regulations, and ordinances.

Signature of authorized public water supply official	Title	Date
Joseph M Caracci	Director of Public Works	11/1/23

9.6) Certification by Owner(s) of Completed Public Water Supply Improvement(s)

I hereby certify that I have read and thoroughly understand the conditions and requirements of this submittal. I hereby agree to accept ownership of the project upon satisfactory completion.

Name of Public Water Supply	Facility ID
Village of Bensenville	IL0434140

Address	City	State	Zip
717 E. Jefferson Street	Bensenville	IL	60106

Signature of authorized public water supply official	Date
Joseph M Caracci	11/1/23

Printed name of authorized public water supply official	Printed title of authorized public water supply official
Joseph M. Caracci, P.E.	Director of Public Works

NOTE: Applications signed by a person other than a responsible municipal official, corporation officer, or owner, must be accompanied by evidence of authority to sign the applications, unless documentation of such authority is on file with the Division of Public Water Supplies.

Felony Warning: Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony (415 ILCS 5/44(h)).

This Agency is authorized to require this information under Illinois Compiled Statutes, 415 ILCS 5/39 (2000). Disclosure of this information is required under that Section. Failure to do so may prevent this form from being processed and could result in your application being denied.

IEPA - DIVISION OF PUBLIC WATER SUPPLIES - PERMIT SECTION
SCHEDULE A - ENGINEER=S COST ESTIMATE

Requests by various agencies and state and federal representatives for information on the cost of water works improvements have been numerous. Therefore, we feel there is a need for obtaining and compiling this information. We would appreciate your cooperation by supplying us with this data with each set of plans and specifications. Please submit the cost data with each of your projects sent in for approval.

1. Name of Public Water Supply Village of Bensenville

Browngate Subdivision Roadway and Water Main Improvements

2. SOURCE

A.	Stream intake, impoundment.	$	
B.	Well (s).	$	
C.	Others	$	
		TOTAL	$ 0.00

3. TREATMENT

A.	Aeration facilities and detention basins.	$	
B.	High service pumps.	$	
C.	Filtration and/or ion exchange softening	$	
D.	Mixing and settling basins and/or flocculation equipment.	$	
E.	Chlorination and fluoridation equipment.	$	
F.	Recarbonation, chemical feeders, chemical handling equipment	$	
G.	Lab, buildings and miscellaneous.	$	
		TOTAL	$ 0.00

4. WASTE DISPOSAL FACILITIES

A.	Pumps and piping.	$	
B.	Holding structures	$	
C.	Treatment unit.	$	
		TOTAL	$ 0.00

5. STORAGE

A.	Ground level tank(s).	$	
B.	Elevated tank(s).	$	
C.	Pressure tank(s).	$	
		TOTAL	$ 0.00

6. DISTRIBUTION SYSTEM

A.	Feeder mains, booster pump(s) and station(s).	$	
B.	Water main extension(s)	$ 482,403.00	
C.	Complete distribution.	$	
		TOTAL	$ 482,403.00

7. TOTAL PROJECT COST $ 482,403.00

IL 532-0843

This Agency is authorized to require this information under Illinois Compiled Statutes, 1415 ILCS 5/39 (1998). Disclosure of this information is required under that Section. Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

PRINTED ON RECYCLED PAPER

Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Division of Public Water Supplies, Permit Section

Schedule B - Water Main Construction

This form may be completed within Acrobat, a copy saved locally, and printed before it is signed. You may also complete a printed copy manually. Submit the completed and signed form to the ***Illinois EPA, Division of Public Water Supplies, Permit Section*** *at the address listed above.*

Name of Public Water Supply: Village of Bensenville ID# IL: 0434140

Project Title: Browngate Subdivision Roadway and Watermain Improv

1. Check the appropriate boxes to indicate the specifications to be used for the water main:
   - A. Standard Specifications for Water and Sewer Main Construction in Illinois (2014 Edition) ☑
   - B. Engineer's approved specifications on file with this Agency ☐
   - C. Public Water Supply approved specifications on file with this Agency ☐
   - D. Specifications submitted with the plan documents ☐
2. Existing Population served by present supply: 18,600
3. Population to be served by water main extension: 18,600
4. Average daily pumpage from water works: 2.2 (MGD)
5. Maximum day pumpage from water works: 2.7 (MGD)
6. Capacity of water works: 3.25 (MGD)
7. Capacity of raw water source: Lake Michigan (MGD)
8. Capacity of existing line(s) at connection point(s): 1.5 (MGD)
9. Capacity of proposed water main extension or system: 1.5 (MGD)
10. Normal expected operating pressure on proposed water main extension: 52 (PSI)
11. Minimum expected operating pressure on proposed water main extension: 47 (PSI)
12. Pressure at point of connection at present maximum demand: 52 (PSI)
13. Calculated pressure at point of connection under maximum demand conditions after installation of water main: 52 (PSI)
14. Water mains to be installed must be listed below:

Pipe size (inches)	8	12				
Total Length (feet)	2,590	22				

15. Provide the general material specifications and type of joints:

Class 52 Zinc coated Ductile Iron Pipe with Push-on joints.

This Agency is authorized to request this information under 415 ILCS 5/4(b)(2012). Disclosure of this information is voluntary and no penalties will result from the failure to provide the information. However, the absence of the information could prevent your application from being processed or could result in denial of your application from being or could result in denial of your application for certification. This form has been approved by the Forms Management Center.

16. Depth of Cover: 5.5'

17. Disinfection:

A. Chemical Used: Chlorine

B. Initial Disinfectant Concentration: 50 (mg/L)

C. Final Disinfectant Concentration: 10 (mg/L)

D. Retention Time: 24 (hrs)

E. Provisions must be made for collection of water samples to be collected for bacteriological analysis on two consecutive days taken at 24-hour intervals.

18. Sewer and Water Separation:

Minimum horizontal and vertical separation requirements of this Agency to be followed: ✓ Yes ◯ No

If "No", explain provisions for protection of water main:

N/A

19. List all deviations from this Agency's design criteria and state justifications for deviations.

N/A

20. Is this project located in a flood plain? ◯ Yes ✓ No *(Please locate the project site using the FEMA Map Service Center website at: https://msc.fema.gov/.)*

If yes, contact the Illinois Department of Natural Resources, Division of Water Resources Management for further permit requirements.

DUPAGE COUNTY STORMWATER MANAGEMENT CERTIFICATION APPLICATION (1/2)

1. Community and Status	2. Date of Application	3. Stormwater Application No.	4. Community Tracking No.
Bensenville ☐ Non ☑ Partial ☐ Complete	01/10/2024	-----	24-05-0003

5. Applicant:

Name: Pamela Whitfield

Company Name: Engineering Enterprises, Inc.

Address: 52 Wheeler Road

City, ST, Zip: Sugar Grove, IL 60554

Phone: 630-466-6700

Email: pwhitfield@eeiweb.com

6. Owner:

Name: Jeffrey Mazco

Company Name: Village of Bensenville

Address: 12 S. Center Street

City, ST, Zip: Bensenville, IL 60106

Phone: 630-766-8200

Email: JMaczko@bensenville.il.us

7. Description of Proposed Development: Project consists of installation of water main and storm sewer and resurfacing four residential streets.

8. Location of Development:
(if not address use nearest major intersection)

Address: Green Valley Road & Marshall Road

Municipality: Bensenville

Watershed Planning Area & Trib: Des Plaines River

9. Legal Description (attach additional sheets if needed)

¼ Section	Township	Range
11	40N	11E

PIN 03 - 11 - 312 - 005

PIN 03 - 11 - 312 - 006

10. Check all of the conditions which apply:

☐ Flood Plain ☐ Stormwater Detention ☐ Best Management Practices ☑ Soil Erosion & Sediment Control

☐ Wetland ☐ Wetland Buffer ☐ Riparian Buffer

11. Acknowledgement of On-Site Infiltration PCBMPs

I acknowledge that I have used my best effort to identify zones for which on-site infiltration are prohibited for Post Construction Best Management Practices (PCBMPs) in accordance with the Ordinance (15-63.B)

Signature of Applicant	Print Name	Date
	Pamela Whitfield, PE, CFM	01/10/24

12. Freedom of Information Act (FOIA)

I acknowledge that all architects' drawings, engineers' technical submissions and other construction-related technical documents containing stormwater management information submitted with this application may be made available for inspection or copying by the County, not-withstanding 5 ILCS 140/7(1)(k), upon the written request for such materials. Such productions will be restricted to the following parties: i) the Applicant ii) any subsequent owner of the subject property; or iii) any governmental unit having planning or drainage jurisdiction within 1 and ½ mile of the subject property.

Signature of Applicant	Print Name	Date
	Pamela Whitfield, PE, CFM	01/10/24

Signature of Owner	Print Name	Date
	Jeffrey Maczko, PE	1/10/24

13. Statement of Opinion for Minimum Criteria for Stormwater Management

I am a Professional Engineer under the employment of the Applicant. It is my professional opinion that the development meets the minimum criteria for stormwater management in accordance with the Ordinance (15-36)

Signature of Professional Engineer	Print Name	Date
	Pamela Whitfield, PE, CFM	01/10/24

_____ Community Copy _____ DuPage County SM Copy _____ Applicant Copy

Rev 10/19

DUPAGE COUNTY STORMWATER MANAGEMENT CERTIFICATION APPLICATION (2/2)

Stormwater Application No: -----	Community Tracking No: 24-05-0003

14. Statement of Opinion for Presence of Flood Plain, Wetlands, and Buffers (15-47-A.5)

☐ I acknowledge the presence of flood plain.	☐ I acknowledge the presence of wetlands.	☐ I acknowledge the presence of buffers.
☑ I deny the presence of flood plain.	☑ I deny the presence of wetlands.	☑ I deny the presence of buffers.
Signature of Qualified Professional — Date: 1/10/24	Signature of Qualified Professional — Date: 1/10/24	Signature of Qualified Professional — Date: 1/10/24
Pamela Whitfield, PE, CFM (Printed Name)	Pamela Whitfield, PE, CFM (Printed Name)	Pamela Whitfield, PE, CFM (Printed Name)

15. Soil Erosion & Sediment Control Submittal Requirements (15-50.B)
(For developments with less than 1 acre of land disturbance that are not part of a larger common plan)

I certify that the development meets the soil erosion and sediment control design criteria found in Article VII have been met.

Signature of Qualified Designer | Print Name | Date

16. Soil Erosion & Sediment Control Requirements (15-59.W) **(For developments with land disturbing activities greater than 1 acre)**

I acknowledge that the site complies with the IEPA NPDES ILR10 Permit.

Signature of Applicant | Pamela Whitfield, PE, CFM (Print Name) | 01/10/24 (Date)

17. Acknowledgement of Required As-Built Plans (15-47.B)

I acknowledge that a record drawing signed by either a Professional Engineer or a Professional Land Surveyor depicting the as-constructed size, rim, and invert elevations of pipes, stormwater structures and culverts, and contours and flood storage volumes of all required basins of the major stormwater systems and minor stormwater systems shall be submitted for review and approval upon completion of the stormwater facilities.

Signature of Owner | Jeffrey Maczko, PE (Print Name) | 01/10/24 (Date)

18. Intentional Misrepresentation Under Penalty of Perjury

I declare that I have examined and/or made this application and rider, and it is true and correct to the best of my knowledge and belief. I realize that the information that I have affirmed hereon forms a basis for the issuance of the stormwater management certification(s) herein applied for and approval of plans in connection therewith shall not be construed to permit any construction upon said premises or use thereof in violation of any provision of any applicable ordinance or to excuse the owner or his successors in title from complying therewith. The Owner and Applicant each understand and agree to construct said improvement in compliance with all provisions of the applicable ordinances.

Signature of Applicant | Pamela Whitfield, PE, CFM (Print Name) | 01/10/24 (Date)

Signature of Owner | Jeffrey Maczko, PE (Print Name) | 01/10/24 (Date)

DO NOT WRITE BELOW THIS LINE

19. Security (15-54)

Stormwater Facilities	$ —
Wetlands/Natural Area	$ —
SE/SC	$ WAIVED
Total	$ —

20. Stormwater Fees

Community Review	$ —
DCSM Review	$ —
Fee-in-Lieu $ — Wetland	$ — BMP

Seal/Stamp
Certifications expire December 31st of the third year of Certification or Authorization, whichever is earlier.

21. Final Approvals (See Certification letter for special conditions and general conditions.)

Community Certification — Date: 1-11-24 — Approved by/title: Director of Public Works

County Authorization — Date — Approved by/title

____ Community Copy ____ DuPage County SM Copy ____ Applicant Copy

TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
Resolution	Jeff Maczko	Public Works	February 27, 2024

DESCRIPTION:

Resolution Authorizing the Award of a Construction Engineering Services Agreement for the 2023 CDBG Project – Browngate Subdivision Improvements Project to Thomas Engineering Group, LLC in the Not-to-Exceed Amount of $216,188

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
Unanimously approved 4-0	February 20, 2024

BACKGROUND:

The Browngate Subdivision consisting of Green Valley Street (Marshall to east end), Kevyn Lane, Stoneham Street, and North Franzen Street is in need of watermain replacement, storm sewer improvements, and roadway improvements do the age of the existing infrastructure. The Browngate Subdivision falls into a census block that is eligible for DuPage County Community Development Block Grant (CDBG) funding. In October of 2021, the Village submitted an application for DuPage County CDBG funds for the 2023 Browngate Subdivision Roadway & Watermain Improvements Project. The CDBG program is generally a 75/25 split with a maximum cap of $600,000 per project.

The Village requested the maximum $600,000 towards the total anticipated project construction costs of $1.7 Million be funded through the CDBG program. The CDBG Program is a reimbursable program in which the Village fronts the initial costs and is reimbursed by DuPage County. Staff has been notified that we are being recommended for the funding. However, formal approval of CDBG applications are anticipated in February/March 2023.

The scope of work proposed includes installation of approximately 1,600 linear feet of eight-inch (8") ductile iron watermain with appurtenances, approximately 1,500 feet of new storm sewer, enhanced resurfacing of roadway pavement, curb and gutter replacement, spot sidewalk replacement, driveway replacement, ADA sidewalk upgrades, and landscape restoration.

KEY ISSUES:

In March of 2022, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design as well as construction engineering services for the upcoming years. Thomas Engineering Group, LLC (Thomas Engineering) is one of the short-listed firms to provide construction engineering services.

Thomas Engineering brings forth a very experienced project team that has successfully provided similar services for the Village with previous CDBG project Addison Creek Storm Sewer Phase I. The proposed assignment scope includes on-site inspections, review of project layout, construction documentation, material testing, preparation of record drawings, and all CDBG paperwork to help the Village ensure we receive the full funding amount of the Grant.

After scope and work effort negotiations, the proposed fee for Thomas Engineering's construction engineering services totals $216,188. This not-to-exceed fee equates to 11.4% of the proposed construction cost of $1,900,000 for the project. Typically, construction engineering costs for a locally funded project fall within 8-10% of the construction costs range. The experience of the proposed staff from Thomas Engineering, as well as the additional work required to satisfy DuPage County's requirements of the CDBG-DR funding, account for this elevated work effort proposed for this agreement.

ALTERNATIVES:
Discretion of the Village Board.

RECOMMENDATION:
Staff Recommends Award of a Construction Engineering Services Agreement for the 2023 CDBG Project – Browngate Subdivision Improvements Project to Thomas Engineering Group, LLC in the Not-to-Exceed Amount of $216,188.

BUDGET IMPACT:
In FY2024, a total of $218,000 was budgeted for this Construction Engineering Services Agreement between the Capital Improvements Fund, TIF 12 Fund, and Utility Fund. Based on the negotiated fee, the proposed budget impact will be as follows:

- $75,000.00 from Capital Improvements Fund Account #31080810-596000
- $106,188.00 from TIF 12 Account #37980850-596000
- $35,000 from Utility Fund Account #51080860-596000

ACTION REQUIRED:
Approval of a Resolution Authorizing the Award of a Construction Engineering Services Agreement for the 2023 CDBG Project – Browngate Subdivision Improvements Project to Thomas Engineering Group, LLC in the Not-to-Exceed Amount of $216,188.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	2/13/2024	Resolution Letter
Location Map	2/13/2024	Backup Material
Proposal	2/13/2024	Backup Material

RESOLUTION NO. _____

AUTHORIZING THE AWARD OF A CONSTRUCTION ENGINEERING SERVICES AGREEMENT FOR THE 2023 CDBG – BROWNGATE SUBDIVISION IMPROVEMENTS PROJECT TO THOMAS ENGINEERING GROUP, LLC IN THE NOT-TO-EXCEED AMOUNT OF $216,188

WHEREAS the Village of Bensenville strives to provide quality services to its residents and businesses; and

WHEREAS pavement and utility maintenance is one of the core services provided by the Village; and

WHEREAS the Browngate Subdivision consisting of Green Valley Street (Marshall to east end), Kevyn Lane, Stoneham Street, and North Franzen Street is in need of watermain replacement, storm sewer improvements, and roadway improvements do the age of the existing infrastructure; and

WHEREAS the Browngate Subdivision falls into a census block that is eligible for DuPage County Community Development Block Grant (CDBG) funding; and

WHEREAS in October of 2021, the Village submitted an application for $600,000 of DuPage County CDBG funds for the 2023 Browngate Subdivision Roadway & Watermain Improvements Project; and

WHEREAS DuPage County Staff has notified the Village that we are being recommend for funding; and

WHEREAS the proposed scope of improvements includes installation of approximately 1,600 linear feet of eight-inch (8") ductile iron watermain with appurtenances, approximately 1,500 feet of new storm sewer, enhanced resurfacing of roadway pavement, curb and gutter replacement, spot sidewalk replacement, driveway replacement, ADA sidewalk upgrades, and landscape restoration; and

WHEREAS the project was advertised for bid on January 11, 2024, with a bid opening date of February 6, 2024; and

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

WHEREAS Thomas Engineering Group, LLC (Thomas Engineering) is one of the short-listed firms; and

WHEREAS Thomas Engineering brings forth a very experienced project team that has successfully provided similar services on previous Village CDBG projects; and

WHEREAS the Village requested a proposal from Thomas Engineering; and

WHEREAS after negotiations, the total Construction Engineering Services proposal received is in the not-to-exceed amount of $216,188; and

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

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the award of a Construction Engineering Services Agreement for the 2023 CDBG – Browngate Subdivision Improvements Project to Thomas Engineering, LLC in the not-to-exceed amount of $216,188.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 27, 2024.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

GISConsortium | 2023 CDBG Project - Browngate Subdivision Improvements

0 300 600 ft

Print Date: 11/8/2022

Notes

Project Location Map

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

thomas engineering group
service at the highest grade®

762 Shoreline Drive
Suite 200
Aurora, IL 60504

February 12, 2024

Mr. Jeffrey Maczko, P.E.
Village Engineer
Village of Bensenville
717 E. Jefferson Street
Bensenville, Illinois 60106

Re: Proposal for Phase III Construction Engineering Services for the Browngate Subdivision Roadway and Water Main Improvements (Project #23.1.03)

Dear Mr. Maczko:

Thomas Engineering Group, LLC (TEG) respectfully submits this proposal to Bensenville to provide Phase III Construction Engineering Services for the Browngate Subdivision Roadway and Water Main Improvements.

TEG is enthusiastic about the opportunity to work with the Village on this important project, funded in part with Federal dollars under the Community Development Block Grant Program, administered by the DuPage County Community Development Commission (CDC). TEG staff has a great working relationship with the DuPage County CDC. TEG has excellent experience and knowledge of CDBG grant procedures and financial policy and we are confident in our abilities, knowledge, and resources to administer the participating grant funding.

This proposal includes our understanding of the assignment, proposed scope of services, and estimated fee for providing construction engineering services for the above-mentioned improvement. TEG is eager to provide a professional and responsive team that exceeds the Village's expectations.

If you have any questions or require additional information, please call me at (847) 815-9500 or by e-mail at kevinv@thomas-engineering.com.

Sincerely,
thomas engineering group, llc

Kevin C. VanDeWoestyne, P.E., ENV SP
Municipal Department Head

cc: Mr. Joseph M. Caracci, P.E., Director of Public Works, Village of Bensenville
Mr. Edward Herlihy, P.E., Project Manager, Thomas Engineering Group, LLC

PROPOSAL

FOR

THE VILLAGE OF BENSENVILLE
BENSENVILLE, ILLINOIS

BROWNGATE SUBDIVISION ROADWAY AND WATER MAIN IMPROVEMENTS (PROJECT #23.1.03)

PHASE 3 CONSTRUCTION ENGINEERING SERVICES

PREPARED BY:
Kevin C. VanDeWoestyne, P.E., Env. Sp.
Municipal Department Head

February 12, 2024

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www.thomas-engineering.com

Proposal for Phase 3 Construction Engineering Services
Browngate Subdivision Roadway and Water Main Improvements
Village of Bensenville

Thomas Engineering Group, LLC (TEG) respectfully submits this Proposal to the Village of Bensenville to provide Phase III Construction Engineering Services for the Browngate Subdivision Roadway and Water Main Improvements (Project).

The Project will be funded in part with Federal dollars under the Community Development Block Grant Program, administered by the DuPage County Community Development Commission (CDC). The CDBG grant is made available to entitlement communities, through the U.S. Department of Housing and Urban Development (HUD), to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

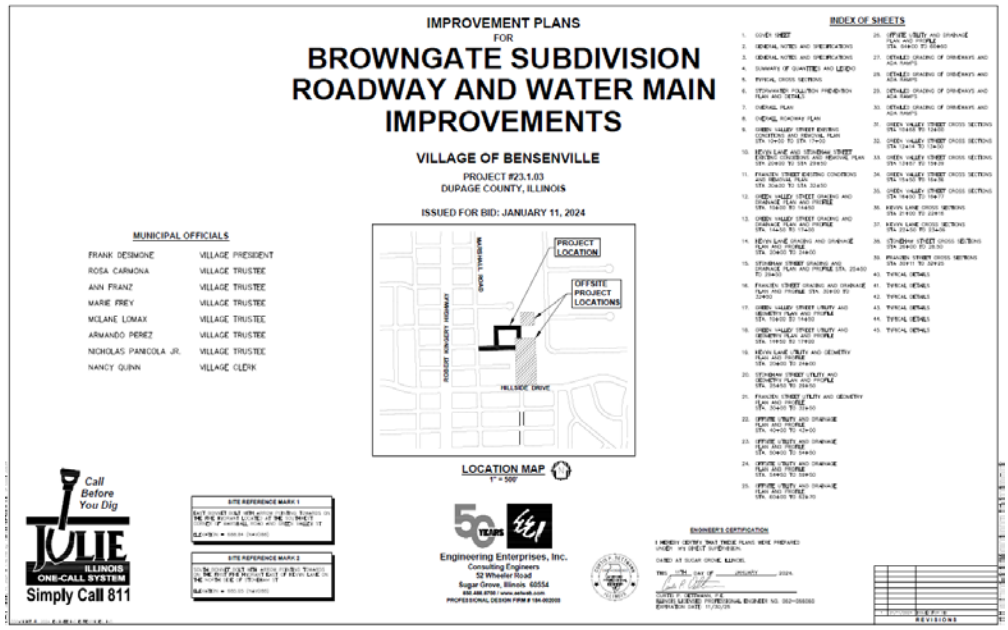
TEG has excellent experience and knowledge of CDBG Grant Procedures & Financial Policy. Given our recent and relevant experience with programming, designing, and overseeing multiple CDBG infrastructure improvements in DuPage County, we are familiar with the latest provisions for HUD funded capital projects. Our CDBG experts have prepared all required forms, drawings, specifications, estimates, and bid packages on behalf of our clients, thereby, securing County approval and capturing federal CDBG funding for execution of the construction improvement within the expenditure deadlines established by the County.

In addition, TEG staff has a great working relationship with the DuPage County CDC. We are confident in our abilities, knowledge, and resources that we will be able to exceed the Village's expectations on this important Project. TEG will provide the Village with the same dedication to service, expertise, innovation, and value that has enabled us to serve our clients and concurrently grow our company. TEG has committed our best fit personnel to this project. Our team members have excellent experience in performing construction services on publicly funded projects.

TEG fully understands this Project and the key processes to successfully manage it. Our team has successfully administered DuPage County CDBG projects in the City of Warrenville, City of West Chicago, including the Village's own Addison Creek Storm Sewer Improvements in 2022.

The Browngate Subdivision Roadway and Water Main Improvements (Project) is located along Green Valley Street, Kevyn Lane, Stoneham Street, and Franzen Street. The project is generally located between IL Route 83 and York Road and between Irving Park Road and Foster Avenue, in the R-3 Single-Unit Dwelling District.

The Project includes 1,830 lineal feet (LF) of 8” ductile iron water main, 2,970 LF of RCP storm sewer, and resurfacing approximately 700 LF of Green Valley St, 325 LF of Kevyn Ln, 400 LF of Stoneham St, 250 LF of Franzen St, and related appurtenances. For roadway resurfacing, variable depth milling is specified to accommodate the proposed binder and surface course thicknesses, while correcting the transverse cross slope, or crown of the roadways. New PCC sidewalk, combination curb and gutter, and driveway aprons are proposed throughout.



Green Valley Street, Kevyn Lane, Stoneham Street, and Franzen Street are dead ends. Construction staging and communication amongst the community will be critical to the success of this Project. According to the specifications, all roads shall be open to traffic at the end of each working day. Road closures a maximum of one block in length will be allowed only during working hours. No overnight road closures or closures during the weekend will be allowed. Meanwhile, existing access to residences shall be accessible at all times. Since there is no apparent Maintenance of Traffic Plan in the contract, TEG will work with the Village and the Contractor to determine a staging method that achieves compliance with the contract documents.

Utility coordination is also a key to this project. While the design drawings are approved, utility conflicts are likely to arise. Our proposed team will focus on minimizing impacts to private utilities such as AT&T, Comcast, ComEd and Nicor. The relationship between public and private utilities will be avoidance, adjustment, and relocation, in that order, using avoidance whenever possible. If a private utility must be relocated, we will commit to having it relocated by assisting the Village as necessary.

Our team also understands the importance of minimizing service disruption and impacts on residents during construction. All water main connections shall be limited to a 4-hour shutdown duration. Three water main connections are required for this project:

1. Green Valley Street (At Marshall Road)
2. Stoneham Street (At 1008 Stoneham Street)
3. In School Property east of Green Valley Street

In addition to shut-down sequencing and durations, our team will pay special attention to the following:

- ✓ Pipe installation in accordance with the Standard Specifications for Water & Sewer Main construction in Illinois, Village standards, and manufacturer's instructions.
- ✓ Restrained joints and thrust blocking per requirements in the bid documents.
- ✓ Construction staging across Marshall Road.
- ✓ Avoidance of water service interruptions by planning connection sequences.
- ✓ Maintenance of safe driveway, vehicular, and pedestrian access.
- ✓ Dust control during construction operations and on weekends.
- ✓ Communication of the schedule and anticipated work activities with the Village and residents.
- ✓ Carefully planned sewer-water crossings to prevent delays and change orders during construction.
- ✓ Avoidance of damage or disturbance to existing parkway trees, when avoidable.
- ✓ Hydrostatic testing and disinfection in accordance with IEPA requirements and AWWA standards.
- ✓ CDBG Funding Signs.

This project fits one of our strongest company skillsets and our top underground utility personnel are available for this assignment. The project team proposed for this assignment is comprised of TEG engineers that have outstanding experience in water main, storm sewer, and sanitary sewer replacement and rehabilitation projects.

PROPOSED TEAM

TEG has assembled a construction team with members that have substantial relevant experience and are experts in utility construction, roadway construction, construction staging, contractor oversight, and administration of CDBG funding. We have an excellent understanding of this Project and have developed a complete team that has the experience and skills needed to make this Project a success

KEVIN VANDEWOESTYNE, P.E., ENV SP, PROJECT PRINCIPAL

Kevin VanDeWoestyne, P.E., ENV SP, Municipal Department Head, will serve as the primary client liaison. His experience with municipal alley, street, sidewalk, and utility improvements, and familiarity with CDBG funding and underground utility projects make him an excellent fit and he and his team are available for this Project.

EDWARD HERLIHY, P.E., PROJECT MANAGER

Mr. Herlihy is a registered professional engineer with over 25 years of Phase III experience. Ed is experienced in roadway construction program management and construction engineering. He is familiar with multiple construction management delivery systems and has managed projects from simple to complex. Mr. Herlihy has recently managed large multifaceted construction projects for the Illinois Tollway, DuPage County, CDOT and other local municipalities. He has the substantial technical expertise, administrative ability and organizational skills needed to oversee the construction engineering team and deliver a successful project for the Village.

DOUGLAS MASTERS, CDBG SPECIALIST (RESUME PROVIDED)

Mr. Masters has 25 years of experience in municipal, county, and private roadway projects, including management of federally funded projects. His project experience ranges from municipal infrastructure, roadway design, construction observation and management, permitting, and storm water management design and construction. He will be responsible for the administration of CDBG funding and budget management.

MATTHEW CHAMPINE, P.E., RESIDENT ENGINEER

TEG's proposed Resident Engineer, Matthew Champine, P.E. has knowledge and experience pertaining to underground utilities, drainage systems, water main installation, and PCC and bituminous paving. His extensive construction knowledge and well-rounded overall experience will allow him to serve as an extension of the Village's staff on this project. Matt has extensive experience as a Resident Engineer on important and large-scale utility projects. He recently served as the Resident Engineer for the Village's Addison Creek Storm Sewer Improvements in 2022.

On this project, we will work with Village staff to determine the best method of communication to the public regarding construction activities. Our Resident Engineer (RE), Matthew Champine, P.E., will serve as the Village's liaison with the contractor, will be present whenever the contractor is performing work on-site, and will coordinate with residents, property owners, business owners, and anyone with concerns or inquiries related to the project.

SCOPE OF SERVICES

One of TEG's strongest assets is its construction management team. The purpose of Phase III construction engineering, which includes construction and post-construction documentation, is to oversee a projects time/schedule, costs, quality of work, and administration of funding. Construction inspection ensures compliance with the approved design engineering plans and construction standards. Phase III engineering is important to all local government projects and especially those projects that are considered a significant investment of CDBG dollars.

The following Base Scope of Services will be provided by Thomas Engineering Group, LLC (TEG) and applies to the proposed work shown on the final engineering plans developed by Engineering Enterprises, Inc., dated January 11, 2024.

Pre-Construction Tasks:

1. Chair a preconstruction conference with the DuPage Community Development Commission, Village, and general contractor.
2. Collect and report documentation in respect to all efforts to achieve conformance with CDBG Grant Procedures & Financial Policy and the DuPage Community Development Commission.
3. Chair a preconstruction conference with the general contractor, Village, and other parties to discuss the chain of command, communication procedures, goals, objectives, and potential issues.
4. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
5. Review the construction schedule submitted by the contractor for compliance with the contract.
6. Review of all material sources and shop drawings for adherence to the plans and specifications. Check and approve or reject and request resubmittal of submittals made by the contractor for compliance with the contract documents.
7. Verify all construction staking for principal components of the work.
8. Assist the Village with public communications in accordance with the Village's preferred method.

Construction Tasks:

1. Maintain an inspector's daily report book in the Village's preferred format appropriate for the project, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials.
2. Collect and report weekly and monthly documentation in respect to all efforts to achieve conformance with CDBG Grant Procedures & Financial Policy and the DuPage Community Development Commission.
3. Be present whenever the contractor is performing critical construction work on-site, associated with the Project.
4. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. TEG shall keep the Village informed of the progress of the work and advise the Village of all observed deficiencies of the work and disapprove or reject all work failing to conform to the Contract Documents.
5. Serve as the Village's liaison with the contractor working principally through the contractor's field superintendent.
6. TEG will extensively document (via photographs, video and written documentation) the contractor's activities.
7. Cooperate with the contractor in dealing with the various agencies having jurisdiction over the Project.
8. Inspect the work for adherence to permit requirements (IEPA, MWRD, Village of Bartlett, etc.) and adherence to federal/state/county requirements.
9. Review contractor's progress on a weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule.
10. Perform traffic control and erosion control checks.
11. TEG will coordinate with our proposed material testing subconsultant, Rubino Engineering Inc., to perform HMA and PCC sampling and Quality Assurance (QA) Material Testing for all materials incorporated into the Project.
12. Prepare payment requisitions and change orders utilizing CDC preferred forms. Review applications for payment with the Contractor for compliance with established submission procedure and forward them with recommendations to the Village and CDC.
13. Prior to final inspection, submit to the contractor a list of observed items requiring correction and verify that each correction has been made.
14. Conduct final inspection with the Village and prepare a final list of items to be corrected.
15. Maintain a set of Record Drawings on which all changes are noted.

Post-Construction Tasks:

1. Close out project within 60 days after all construction is completed.
2. Obtain and review contractor's record drawings to ensure compliance with requirements established in the technical specifications.
3. Verify that all documentation is completed and that all material inspections and certifications have been accounted for and are complete.
4. Submit final documentation and complete final close-out.

SCHEDULE

The bid opening is scheduled on February 6, 2024. It is anticipated that the construction contract award will be presented to the Committee and recommended for award to the Board of Trustees on February 27th. It is anticipated that construction activities will begin in early April following contract award, execution, and preconstruction meetings. The project shall be substantially complete by August 5, 2024, and shall be fully complete by September 5, 2024. Our work effort is based on the following timeline.

o Preconstruction Activities	March 3 – March 30	4 Weeks
o Construction Activities	March 31 – August 5	18 Weeks
o Post Construction Closeout	August 6 – September 5	5 Weeks

Our proposed Phase III work effort is structured accordingly so that a TEG representative is present 9 hours per day, 5 days per week (45 hours per week), Mondays through Fridays, between the dates of March 31st and August 5th. Construction activities are not anticipated outside of these dates and times. It is anticipated that the Village will compensate the consultant for any time in excess of the total estimated hours if the contractor works in excess of 45 hours per week over a period of 18 weeks.

WORK EFFORT AND FEE

We have utilized an IDOT standard Cost Estimate of Consultant Services (CECS) and discounted Direct Labor Multiplier (DLM) method of compensation. Our work effort and fee, provided herein, includes construction engineering hours based on providing a full-time Resident Engineer according to the timeline above. Please refer to the attached BDE 3606 CECS. While we believe that this estimate accurately reflects our best effort at understanding the scope of work as described in our proposal, we understand that the Village may interpret the scope differently and may seek to add, subtract, or modify the scope or level of effort contained herein.

Proposed Not-to Exceed Fee (Total)* = $ 216,187.90

*Includes Services by Others:

- Quality Assurance (QA) Material Testing Allowance = $5,000.00

*Includes Direct Costs:

- 90 vehicle days at $65 per day = $5,850.00

We look forward to being selected by the Village and can negotiate the scope and effort to meet the exact expectation of Bensenville. TEG is excited to serve the Village and dedicated to providing outstanding service and content. If you have any questions, or require additional information, please feel free to contact me direct at (847) 815-9500 or via email at kevinv@thomas-engineering.com.

Sincerely,
thomas engineering group, llc

Kevin VanDeWoestyne, P.E., Env. Sp.
Municipal Department Head

ACCEPTED BY : _____

TITLE : Evan K Summmer - Village Manager

DATE : February 27, 2024

Illinois Department of Transportation

Payroll Escalation Table
Fixed Raises
Discounted DLM 2.65

FIRM NAME	Thomas Engineering Group, LLC	**DATE**	02/12/24
PRIME/SUPPLEMENT		**PTB NO.**	Browngate Subdivision Roadway and Water Main

CONTRACT TERM	9	**MONTHS**	**OVERHEAD RATE**	153.37%
START DATE	3/1/2024		**COMPLEXITY FACTOR**	
RAISE DATE	1/1/2025		**% OF RAISE**	3.00%

ESCALATION PER YEAR

3/1/2024 - 11/30/2024				
9				
9				

= 100.00%
= 1.0000

The total escalation for this project would be: **0.00%**

Illinois Department of Transportation

Cost Estimate of Consultant Services

(Direct Labor Multiple)

Firm	Thomas Engineering Group, LLC	Date	02/12/24
Route	Green Valley Street, Kevyn Lane, Stoneham Street, and Franzen Street		
Section		Overhead Rate	**153.37%**
County			
Job No.		Complexity Factor	**0**
PTB & Item	Browngate Subdivision Roadway and Water Main		

ITEM	MANHOURS (A)	PAYROLL (B)	(2.65+R) TIMES PAYROLL (C)	DIRECT COSTS (D)	SERVICES BY OTHERS (E)	DBE TOTAL (C+D+E)	TOTAL (C+D+E)	% OF GRAND TOTAL
Preconstruction	168	11,624.00	30,803.60				30,803.60	14.25%
Construction Inspection	872	58,946.00	156,206.90	5,850.00	5,000.00		167,056.90	77.27%
Post Construction	102	6,916.00	18,327.40				18,327.40	8.48%
TOTALS	1142	77,486.00	205,337.90	5,850.00	5,000.00	0.00	216,187.90	100.00%

BDE 3606 Template (Rev. 10/31/16)

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Illinois Department of Transportation

Average Hourly Project Rates

Route Green Valley Street, Kevyn Lane, Stoneham Street, and Franzen Street
Section
County **Consultant** **Thomas Engineering Group, LLC** **Date** 02/12/24
Job No.
PTB/Item Browngate Subdivision Roadway and Water Main **Sheet** 1 **OF** 1

Payroll Classification	Avg Hourly Rates	Total Project Rates			Preconstruction			Construction Inspection			Post Construction								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	$78.00	16	1.40%	1.09	8	4.76%	3.71	6	0.69%	0.54	2	1.96%	1.53						
Project Manager	$78.00	56	4.90%	3.82	20	11.90%	9.29	36	4.13%	3.22									
CDBG Specialist	$70.00	60	5.25%	3.68	20	11.90%	8.33	20	2.29%	1.61	20	19.61%	13.73						
Resident Engineer	$67.00	1010	88.44%	59.26	120	71.43%	47.86	810	92.89%	62.24	80	78.43%	52.55						
Arborist/Technical Manager	$60.90	0																	
Chief Surveyor	$70.00	0																	
Technician I	$30.00	0																	
Technical Manager	$53.10	0																	
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TOTALS		1142	100%	$67.85	168	100%	$69.19	872	100%	$67.60	102	100%	$67.80	0	0%	$0.00	0	0%	$0.00