

## 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 July 16, 2024

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES
  1. *June 18, 2024 Village Board Meeting Minutes*
- VI. WARRANT
  1. *Warrant - July 16, 2024, 24/11 \$4,217,954.68*
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
- VIII. **REPORTS OF VILLAGE DEPARTMENTS**
  - A. Administration
    1. *Ordinance Amending the Bensenville Village Code Title 3 - Chapter 3 - Liquor Regulations Reducing the Number of Class B Liquor Licenses from Seven (7) to Six (6).*
    2. *Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Approving a Police Chief Employment Agreement*
  - B. Community and Economic Development
    1. *Resolution Accepting a Purchase and Sale Agreement for 112 N Center St*
  - C. Finance
    1. *Ordinance Authorizes and Provides for the Bond Issuance in an Amount of \$1,990,000 for the Sesame Street Special Service Area General Obligation Bonds (Alternate Revenue Source), Series 2024 of the Village of Bensenville, DuPage and Cook Counties, Illinois, and Provides for the Levy and Collection of a Direct*

*Annual Tax for the Payment of the Principal of and Interest on Said Bond*

D. Police Department – No Report

E. Public Works

1. *Resolution Authorizing the Execution of a Purchase Order to the DuPage River / Salt Creek Workgroup (DRSCW) for the 2024/2025 Annual Dues in the Not-to-Exceed Amount of \$12,429*
2. *Resolution Waiving Competitive Bidding and Authorizing the Execution of a Contract with Utility Service Company, Inc. for the Replacement of Three Underground Water Storage Tank Hatches in the not to Exceed Amount of \$68,941*
3. *Resolution Authorizing the Execution of a Change Order No. 1 (FINAL) with Utility Dynamics Corporation for the 2022 CDBG Annual Residential Streetlight Project for a decrease of \$27,873.50, for a revised contract cost of \$481,887.50*
4. *Resolution Authorizing the Execution of a Contract with Alba Painting Inc. for the Painting of the Ceiling and Structural Steel at the Aquatic Center in the Not-to-Exceed Amount of \$50,950*

F. Recreation – No Report

**IX. REPORTS OF VILLAGE OFFICERS:**

A. PRESIDENT'S REMARKS:

B. VILLAGE MANAGER'S REPORT:

C. VILLAGE ATTORNEY'S REPORT:

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

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

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

**TYPE:**Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**July 16, 2024**DESCRIPTION:**June 18, 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**

DRAFT\_240618\_VB

**Upload Date**

7/10/2024

**Type**

Cover Memo

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

**MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING**  
**June 18, 2024**

- CALL TO ORDER:** 1. President DeSimone called the meeting to order at 6:30 p.m.
- ROLL CALL:** 2. Upon roll call by Village Clerk, Nancy Quinn, the following Board Members were present:
- President DeSimone, Carmona, Franz, Frey, Lomax, Panicola, Perez
- Absent: None
- A quorum was present.
- Staff Present: E. Summers, L. Banovetz, J. Caracci, S. Flynn, M. Leyva, K. Pozsgay, D. Schulze, C. Williamsen
- PRESENTATION:** Manar Nashif of Illinois Tollway presented to the Village Board, Members of the Audience and Community an update regarding future construction in Bensenville being completed by the State of Illinois Tollway Department.
- PROCLAMATION:** *No action was taken on the proposed proclamation recognizing Chief Daniel Schulze for years of service and his retirement.*
- PUBLIC COMMENT:** There was no Public Comment.
- APPROVAL OF MINUTES:** 4. The May 21, 2024 Special Village Board Meeting minutes were presented.
- Motion: Trustee Lomax made a motion to approve the minutes as presented. Trustee Frey seconded the motion.
- ROLL CALL:** AYES: Carmona, Franz, Frey, Lomax, Panicola, Perez
- NAYS: None
- All were in favor. Motion carried.

**WARRANT NO.**

**24/10:**

5. President DeSimone presented **Warrant No. 24/10** in the amount of \$4,004,959.59.

**Motion:**

Trustee Franz made a motion to approve the warrant as presented.  
Trustee Frey the motion.

**ROLL CALL:**

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.**

**25-2024:**

6. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 25-2024** entitled an **Ordinance Granting a Variation, Fence in the Corner Side Yard at 621 Grove Avenue.**

Director of Community and Economic Development, Kurtis Pozsgay stated the Petitioner, Oscar Higredea, is seeking approval of a variation in order to construct a fence in the corner side yard of their property.

Mr. Pozsgay stated the proposed fence is six-foot white vinyl. Mr. Pozsgay stated approval standards will mandate that it is 5 feet of solid vinyl with an additional foot of lattice.

Mr. Pozsgay stated the proposed fence will run roughly 36 feet west from the house to the property line. Mr. Pozsgay stated it will run parallel to N Church Rd for roughly 81 feet before turning east towards the house.

Mr. Pozsgay stated there is 33 feet between the center point of Church Rd and the property line- there is no sidewalk in between them.

Mr. Pozsgay stated the proposed fence location does not impact the north adjacent property's driveway sight vision triangle.

Mr. Pozsgay stated variations for fences in the corner side yard are a common request.

Mr. Pozsgay stated the applicant has agreed to Village design standards with a 4 foot aluminum request.

Motion: Trustee Perez made a motion to adopt the ordinance as presented.  
Trustee Lomax seconded the motion.

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

**Ordinance No.  
26-2024:**

7. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 26-2024** entitled an **Ordinance Granting a Variation, Fence in the Corner Side Yard at 807 Dennis Drive.**

Mr. Pozsgay stated the Petitioner, Joshua Bergard, is seeking approval of a variation in order to construct a fence in the corner side yard of their property.

Mr. Pozsgay stated the proposed fence is four-foot aluminum. Mr. Pozsgay stated the proposed fence will run 46 feet from the house to the property line. Mr. Pozsgay stated it will run parallel to Dennis Drive for 78.5 feet before turning east towards the house.

Mr. Pozsgay stated the Petitioner has agreed to a request for the fence to be set back 1 foot from the Dennis Drive property line.

Mr. Pozsgay stated the proposed fence location does not impact the north adjacent property's driveway sight vision triangle.

Mr. Pozsgay stated variations for fences in the corner side yard are a common request.

Mr. Pozsgay stated the applicant has agreed to Village design standards with a four foot aluminum request.

Motion: Trustee Panicola made a motion to adopt the ordinance as presented. Trustee Lomax seconded the motion.

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

**Ordinance No.**  
**27-2024:**

8. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 27-2024** entitled an **Ordinance Granting an Amendment to a Planned Unit Development with Code Departures for an Athletic Dome at 1005 Commerce Court.**

Mr. Pozsgay stated the Petitioner, Grand County LLC, is seeking approval of a PUD amendment for the construction of an 84,000 square foot sports dome for the hosting of volleyball tournaments.

Mr. Pozsgay stated the existing PUD was approved in 2018, under Ordinance No. 41-2018.

Mr. Pozsgay stated the proposed development has 184 parking stalls over the 8.4-acre site. Mr. Pozsgay stated proposed deviations from the code include maximum driveway width, parking lot perimeter landscaping, landscape island spacing, refuse area location, and refuse area screening.

Mr. Pozsgay stated in the original PUD ordinance, this land was proposed as two turf soccer fields.

Mr. Pozsgay stated the original PUD planned for a second athletic complex.

Mr. Pozsgay stated ability to park the site is a concern.

Motion:

Trustee Panicola made a motion to adopt the ordinance as presented. Trustee Lomax seconded the motion.

**ROLL CALL:**

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.**  
**28-2024:**

9. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 28-2024** entitled an **Ordinance for Zoning Map Amendment for 1100 N Route 83 from I-2 General Industrial District to C-2 Commercial District.**

Mr. Pozsgay stated the Village of Bensenville is seeking the aforementioned zoning map amendment in order to refine the 2023 Zoning Map.

Mr. Pozsgay stated since the introduction of the current Map, Staff have been able to identify certain shortcomings while enforcing the regulations and implementing the refurbished zoning application procedures.

Mr. Pozsgay stated the proposed amendments are summarized as follows:

the Future Land Use Map deems this property as “Regional Commercial”. Rezoning from I-2 to C-2 will enable this property to operate and exist in accordance with stated Village goals.

Mr. Pozsgay stated this action rectifies a mistake made during the previous Zoning Map Update. This property was intended to be C-2.

Motion:

Trustee Perez made a motion to adopt the ordinance as presented. Trustee Frey seconded the motion.

**ROLL CALL:**

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.  
29-2024:**

10. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 29-2024** entitled an **Ordinance Granting a Special Use Permit (Motor Vehicle Repair and/or Service) at 500 Eastern Avenue.**

Mr. Pozsgay stated the Petitioner, Mario’s Trucking Services Inc, is seeking approval of a special use permit for motor vehicle repair and/or service.

Mr. Pozsgay stated they wish to service and repair the vehicles within their private fleet.

Mr. Pozsgay stated the property is 1.03 acres, with a building size of 19,546.00 square feet.

Mr. Pozsgay stated the property is currently located within an I-2 General Industrial District, where motor vehicle repair and/or service is allowed with a special use permit.

Mr. Pozsgay stated the Special Use is tied to Mario's Trucking Services Inc.



Mr. Pozsgay stated the building must be brought up to code, including the installation of a triple catch basin should one not exist currently.

Mr. Pozsgay stated trucks can only utilize parking in the southeast portion of the property.

Motion: Trustee Lomax made a motion to adopt the ordinance as presented. Trustee Panicola seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.  
30-2024:**

11. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 30-2024** entitled an **Ordinance Establishing the Sesame Street Special Service Area.**

Mr. Pozsgay stated Sesame Street is an industrial roadway in the Eastern Business District.

Mr. Pozsgay stated the infrastructure has come to the end of its useful life, requiring immediate and substantial repairs.

Mr. Pozsgay stated on June 12, 2023, the Village received a letter from Sesame Street property owners demanding action.

Mr. Pozsgay stated on March 26, 2024, the Village adopted Ordinance No. 12-2024 proposing the establishment of the Sesame Street Special Service Area.

Mr. Pozsgay stated no objections were filed.

Mr. Pozsgay stated necessary repairs to Sesame Street include full reconstruction of the roadway, installation of new curb and gutters, installation of sidewalks, and installation of lighting.

Mr. Pozsgay stated the project is set to begin this year.

Mr. Pozsgay stated the project is expected to come in around \$2,890,000. Mr. Pozsgay stated the Village is putting \$1,209,469 in Rebuild Illinois Grand funds towards the project. Mr. Pozsgay stated the SSA bond will cover the remaining portion and be paid back by the property owners over a 20-year period.

Motion: Trustee Perez made a motion to adopt the ordinance 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-94-2024:**

12. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-94-2024** entitled a **Resolution Accepting the Letter of Intent for 112 N Center St.**

Mr. Pozsgay stated on April 24, 2024, Village Board approved a resolution declaring 112 N Center St as surplus property.

Mr. Pozsgay stated the Village ordered an appraisal which showed a value of \$48,000 as of March 12, 2024.

Mr. Pozsgay stated the Village received one offer for the property from Manco Home Builders in the amount of \$48,000.

Mr. Pozsgay stated Manco Home Builders intends to build a 2-unit building on the property.

Mr. Pozsgay stated the Village will accept the Letter of Intent subject to a Purchase Sale Agreement and Design review.

Mr. Pozsgay stated Staff anticipates the Purchase Sale Agreement to come before the Board at the July 16, 2024 meeting.

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-95-2024:**

13. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-95-2024** entitled a **Resolution Authorizing the Execution of a Purchase Order with Morton Salt Inc. for the Purchase of 650 Tons of Bulk Rock Salt in the Not-to-Exceed Amount of \$48,035.**

Director of Public Works, Joe Caracci stated one of Public Works' core functions is our snow and ice management program. Mr. Caracci stated keeping our streets safe during winter weather events is something the Department takes considerable pride in. Mr. Caracci stated one key variable in the successful snow and ice management program is rock salt. Mr. Caracci stated in a single winter season, the Department can utilize up to 2000 tons of rock salt.

Mr. Caracci stated the Village has taken a number of approaches in securing our rock salt purchases in the past - State bids, County bids, open market, and emergency contracts. Mr. Caracci stated the Village has elected to secure Rock Salt from the State and the County again this year. Mr. Caracci stated this approach allows us to have the most flexibility.

Mr. Caracci stated Staff participated in the DuPage County Joint Purchase Bid this year. Our commitment is for 500 tons. Mr. Caracci stated DuPage County bid their contract in April. Mr. Caracci stated the lowest bidder for the County contract was Morton Salt Inc. Mr. Caracci stated the County contract allows for an 80% minimum purchase (400 tons) and a 130% maximum purchase (650 tons). Mr. Caracci stated the unit cost for this year was \$73.90 per ton.

Mr. Caracci stated the costs for the County Bid Contract would be as follows:

Minimum - 400 tons - \$29,560  
Commitment - 500 tons - \$36,950  
Maximum - 650 tons - \$48,035

Mr. Caracci stated the 650 tons will help fill the salt dome for the start of the 2024/2025 winter season, while leaving capacity for in-season ordering if necessary.

Motion: Trustee Franz 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-96-2024:**

14. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-96-2024** entitled a **Resolution Authorizing the Purchase Order to the Illinois Environmental Protection Agency for the Annual Wastewater Treatment Plant NPDES Operating Permit in the Not-to-Exceed Amount of \$17,500.**

Mr. Caracci stated each year the Village is required to acquire NPDES Permits from the Illinois Environmental Protection Agency (IEPA). Mr. Caracci stated NPDES stands for National Pollutant Discharge Elimination System. Mr. Caracci stated an NPDES permit will generally specify an acceptable level of a pollutant or pollutant parameter in a discharge (for example, a certain level of bacteria).

Mr. Caracci stated these permits are necessary for agencies that operate either storm sewer or sanitary sewer collection and/or treatment systems. Mr. Caracci stated the Village holds a number of these permits for our individual systems.

Mr. Caracci stated the Wastewater Treatment Plant NPDES Permit totals **\$17,500**. Mr. Caracci stated invoicing for the permit typically occurs in July. Mr. Caracci stated we have not received an invoice for this permit yet, but want to be ready to pay when it comes in. Mr. Caracci stated the fee schedule on IEPA's official website remains the same.

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-97-2024:**

15. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-97-2024** entitled a **Resolution Authorizing the Approval of a Purchase Order to Core & Main for Sensus Water Meters Annual Maintenance in the Not-to-Exceed Amount of \$21,422.**

Mr. Caracci stated the Village Board approved use of Sensus water meters in March 2013 (R-24-2013). Mr. Caracci stated the Village switched to the Automatic Meter Read (AMR) Sensus meters from Core & Main (previously d/b/a HD Supply Waterworks) to monitor and reduce the water loss rate percentage and enhance customer service capabilities.

Mr. Caracci stated the annual Core & Main Agreement benefits the Village by maintaining the software and streamlining the communication with Sensus meters to the financial software (Munis) to provide history of water usage and exact billing to the water customers. Mr. Caracci stated the cost of the annual maintenance for 2024 is \$21,422.

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.**  
**R-98-2024:**

16. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-98-2024** entitled a **Resolution Authorizing the Execution of a Purchase Order with Charles Equipment Energy Systems for the Purchase and Turn-Key Installation of Five (5) Replacement Generators and Transfer Switches in the Not-to-Exceed Amount of \$788,676.**

Mr. Caracci stated Staff met with four separate vendors over a period of nine months to review in detail and consider options for these generators. Mr. Caracci stated Staff determined that none of the existing generators were the same manufacturer or model. Mr. Caracci stated after meeting with four manufacturers, it was concluded that the new generators should be installed by a vendor who represents a specific manufacturer.

Mr. Caracci stated all of the existing generators and transfer switches are at least thirty years old and are fueled by diesel and have a limited amount of fuel per site. Mr. Caracci stated the new generators will run off natural gas, which will provide unlimited supply of fuel to the sites. Mr. Caracci stated many parts for the existing generators and transfer switches are obsolete and no longer available. Mr. Caracci stated the Public Works generator will supply

power to the entire building, not just lighting and miscellaneous equipment.

Mr. Caracci stated four contractors were provided with a Request for Proposal on all the generator sets. Mr. Caracci stated three contractors submitted completed proposals, while one did not propose on the Foster Pump House. Mr. Caracci stated this contractor was higher in cost on the other generator sets and was determined to be incomplete.

Mr. Caracci stated Charles Equipment submitted the lowest qualified bid of the four proposals in the total amount of \$888,161. Mr. Caracci stated Staff has used Charles Equipment in the past with great success.

Mr. Caracci stated after receiving all bids, staff contacted the lowest bidder, Charles Equipment, to try to value engineer the project to reduce costs. Mr. Caracci stated during our discussions, we came up with a plan that could eliminate the need for a generator by combining the Foster Pump House with the North Plant due to their proximity. Mr. Caracci stated this change would eliminate the North Plan Lift Station generator and add some cost to directional drill a conduit from the North Plant Lift Station to the Foster Pump House. Mr. Caracci stated this value engineering reduced the cost by \$99,485. The new contract cost is now \$788,676.

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-99-2024:**

17. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-99-2024** entitled a **Resolution Authorizing the Execution of a Construction Contract to Acqua Contractors Corporation of Elmhurst, IL for the Addison Creek Storm Sewer Phase II Improvements Project in the Not-to-Exceed Amount of \$2,490,000.**

Mr. Caracci stated the Village of Bensenville has experienced frequent and severe flooding upstream and downstream of the Redmond Reservoir.

Mr. Caracci stated in 2015, the Village completed the Redmond Reservoir H&H study that identified several improvements that will help alleviate some of the flooding concerns. Mr. Caracci stated included in these recommendations is a storm sewer project referred to as "Area A-1 Improvements" that consists of storm sewer installation in various sizes from Lions Park down to Redmond reservoir.

Mr. Caracci stated in 2022, the Village constructed the Addison Creek Storm Sewer Phase I Improvements Project with the help of \$2,000,000 in CDBG-DR funding from the DuPage County. Mr. Caracci stated the Phase I Improvements Project began installing oversized sewer pipes from Lions Park at the intersection of Wood Avenue and Addison Street, heading south and east. Mr. Caracci stated the Phase I Project terminated in the alley between Bridgeway Senior Living and Pine Avenue, at the Rose Street intersection. Mr. Caracci stated the Addison Creek Storm Sewer Phase II Improvements will pick up from this termination point and continue east down the alley to the western limit of Sunrise Park. Mr. Caracci stated the project will turn south along Sunrise Park and continue down Marion Street to Jefferson Street to complete the Phase II Improvements.

Mr. Caracci stated Phase III of the Improvements will complete the project by installing the final phase of sewer pipe installation down to Redmond Reservoir. Mr. Caracci stated this work is in the early planning stages by Village Staff.

Mr. Caracci stated on May 16, 2024 the project was advertised for bidders, and a pre-bid conference was held for all prospective contractors on May 23, 2024. Mr. Caracci stated bids were received and opened on Tuesday June 4, 2024 for the project. Mr. Caracci stated ten (10) contractors submitted bids for this project. Mr. Caracci stated Acqua Contractors Corporation submitted the lowest responsible bid.

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-100-2024:**

18. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-100-2024** entitled a **Resolution Authorizing the Execution of a Construction Engineering Services Agreement for the Addison Creek Storm Sewer Phase II Improvements Project to Thomas Engineering Group, LLC of Oak Brook, IL in the Not-to-Exceed Amount of \$280,336.**

Mr. Caracci stated the Village of Bensenville has experienced frequent and severe flooding upstream and downstream of the Redmond Reservoir. Mr. Caracci stated in 2015, the Village completed the Redmond Reservoir H&H study that identified several improvements that will help alleviate some of the flooding concerns. Mr. Caracci stated included in these recommendations is a storm sewer project referred to as "Area A-1 Improvements" that consists of storm sewer installation in various sizes from Lions Park down to Redmond reservoir.

Mr. Caracci stated in 2022, the Village constructed the Addison Creek Storm Sewer Phase I Improvements Project with the help of \$2,000,000 in CDBG-DR funding from the DuPage County. Mr. Caracci stated the Phase I Improvements Project began installing oversized sewer pipes from Lions Park at the intersection of Wood Avenue and Addison Street, heading south and east. Mr. Caracci stated the Phase I Project terminated in the alley between Bridgeway Senior Living and Pine Avenue, at the Rose Street intersection. Mr. Caracci stated the Addison Creek Storm Sewer Phase II Improvements will pick up from this termination point and continue east down the alley to the western limit of Sunrise Park. Mr. Caracci stated the project will turn south along Sunrise Park and continue down Marion Street to Jefferson Street to complete the Phase II Improvements.

Mr. Caracci stated Phase III of the Improvements will complete the project by installing the final phase of sewer pipe installation down to Redmond Reservoir. Mr. Caracci stated this work is in the early planning stages by Village Staff.

Mr. Caracci stated 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. Mr. Caracci stated Thomas Engineering Group, LLC (Thomas Engineering) is one of the short-listed firms to provide construction engineering services.



Mr. Caracci stated Thomas Engineering brings forth a very experienced project team that has successfully provided similar services for the Village with previous the CDBG project Addison Creek Storm Sewer Phase I and the Browngate Subdivision Improvements Project. Mr. Caracci stated the proposed assignment scope includes on-site inspections, review of project layout, construction documentation, material testing, preparation of record drawings, and project close out. Mr. Caracci stated after scope and work effort negotiations, the proposed fee for Thomas Engineering's construction engineering services totals \$280,336.

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-101-2024:**

19. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-101-2024** entitled a **Resolution Authorizing the Execution of a Construction Contract for the Sesame Street Reconstruction SSA Project to A Lamp Concrete Contractors of Schaumburg, IL in the not-to-exceed amount of \$2,434,983.25.**

Mr. Caracci stated the Eastern Business District (EBD) is located in Cook County, bordered by Green Street/Franklin Avenue on the north, County Line Road on the west, and the Village of Franklin Park on the south and east. Mr. Caracci stated Sesame Street is an existing asphalt roadway with a pavement in very poor condition (2023 PCI score of 8/100). Mr. Caracci stated the underground utilities on Sesame Street were originally constructed in the early 1970s. Mr. Caracci stated the Village has in recent years received letters from business owners on Sesame Street requesting the roadway be repaired due to its condition.

Mr. Caracci stated there are no special funding mechanisms outside the Village's CIP or Utility Funds to provide funds for this work, so the Village has established a Special Service Area (SSA) for the needed work on Sesame Street.

Mr. Caracci stated the scope of the proposed SSA improvements will include an entirely new concrete roadway with new subbase, new curbs, new aprons, the addition of sidewalks to meet the Village's complete streets policy, replacement and upsizing of the watermain to a 12" ductile iron watermain, lining of all sanitary sewer mains, new black aluminum street lighting poles with LED fixtures, and landscape restoration. Mr. Caracci stated the end result will match previous improvements constructed as part of the Northern Industrial Business District (NIBD) Projects, leaving a long-lasting roadway with new utilities below for the businesses in the project area.

Mr. Caracci stated the Village has pledged to support the project financially with a contribution equivalent to the amount of Rebuild Illinois (RBI) Funds, which is in the amount of \$1,209,469. Mr. Caracci stated the remaining expenses will be paid for by the SSA, which includes design engineering, construction engineering, and the actual construction costs.

Mr. Caracci stated the SSA was proposed by Ordinance Number 12-2024 on March 26, 2024. Mr. Caracci stated on April 16, 2024 a public hearing regarding the establishment of the Sesame Street Special Service Area was held. Mr. Caracci stated it is anticipated that the SSA will be established June 18, 2024 and the Village will go to market for bonds in late summer 2024.

Mr. Caracci stated on May April 18, 2024 the project was advertised for bidders. Mr. Caracci stated bids were received and opened on Tuesday May 7, 2024 for the project. Mr. Caracci stated six (6) contractors submitted bids for this project. Mr. Caracci stated A Lamp Concrete Contractors submitted the lowest responsible bid.

Motion:

Trustee Lomax made a motion to approve the resolution as presented. Trustee Fraz seconded the motion.

**ROLL CALL:**

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.**  
**R-102-2024:**

20. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-102-2024** entitled a **Resolution Authorizing the Execution of a Construction Engineering Services Agreement for the Sesame Street Reconstruction SSA Project to Civiltech Engineering, Inc. of Itasca, IL in the Not-to-Exceed Amount of \$298,615.**

Mr. Caracci stated the Eastern Business District (EBD) is located in Cook County, bordered by Green Street/Franklin Avenue on the north, County Line Road on the west, and the Village of Franklin Park on the south and east. Mr. Caracci stated Sesame Street is an existing asphalt roadway with a pavement in very poor condition (2023 PCI score of 8/100). Mr. Caracci stated the underground utilities on Sesame Street were originally constructed in the early 1970s. Mr. Caracci stated the Village has in recent years received letters from business owners on Sesame Street requesting the roadway be repaired due to its condition.

Mr. Caracci stated there are no special funding mechanisms outside the Village's CIP or Utility Funds to provide funds for this work, so the Village has established a Special Service Area (SSA) for the needed work on Sesame Street.

Mr. Caracci stated the scope of the proposed SSA improvements will include an entirely new concrete roadway with new subbase, new curbs, new aprons, the addition of sidewalks to meet the Village's complete streets policy, replacement and upsizing of the watermain to a 12" ductile iron watermain, lining of all sanitary sewer mains, new black aluminum street lighting poles with LED fixtures, and landscape restoration. Mr. Caracci stated the end result will match previous improvements constructed as part of the Northern Industrial Business District (NIBD) Projects, leaving a long-lasting roadway with new utilities below for the businesses in the project area.

Mr. Caracci stated the Village has pledged to support the project financially with a contribution equivalent to the amount of Rebuild Illinois (RBI) Funds, which is in the amount of \$1,209,469. Mr. Caracci stated the remaining expenses will be paid for by the SSA, which includes design engineering, construction engineering, and the actual construction costs.

Mr. Caracci stated the SSA was proposed by Ordinance Number 12-2024 on March 26, 2024. Mr. Caracci stated on April 16, 2024 a public hearing regarding the establishment of the Sesame Street Special Service Area was held.

Mr. Caracci stated it is anticipated that the SSA will be established June 18, 2024 and the Village will go to market for bonds in late summer 2024.

Mr. Caracci stated in 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. Mr. Caracci stated Civiltech Engineering, Inc. is one of the short-listed firms to provide construction engineering services.

Mr. Caracci stated Civiltech brings forth a very experienced project team that has successfully provided similar services to the Village, most recently on the Bryn Mawr and Birginal Reconstruction Project in the Northern Business District. Mr. Caracci stated the proposed engineering scope includes on-site inspections, review of project layout, construction documentation, material testing and preparation of record drawings. Mr. Caracci stated the material testing required for the project will be performed by Midland Standard Engineering and Testing as a sub-consultant, and includes all sub-grade, concrete and asphalt pavement assessments and observations. Mr. Caracci stated after project scoping and negotiations, Civiltech's proposed work effort and fee totals a not-to-exceed amount of \$298,615.

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.**  
**R-103-2024:**

21. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-103-2024** entitled a **Resolution Authorizing the Execution of a Construction Contract to Chicagoland Paving Contractors, Inc. of Lake Zurich, IL for Village Hall Parking Lot Reconstruction Project in the Not-to-Exceed Amount of \$784,415.64.**

Mr. Caracci stated the Village Hall Parking Lot Reconstruction Project will consist of full depth pavement removal and replacement of the existing parking lot located to the west of Village Hall at 12 South Center Street.

Mr. Caracci stated the proposed improvements will move the parking lot slightly west to allow for a wider sidewalk area along the alley to accommodate permanent metal canopy structures. Mr. Caracci stated the new canopy structures will eliminate the temporary festival structures. Mr. Caracci stated the project also includes earth excavation, new sidewalks, curb/gutter installation, new drainage structures and storm sewer, relocation of parking lot lighting, pavement striping, utility structure adjustments/reconstruction, canopy shelters installation, new catenary lighting system, and landscape restoration.

Mr. Caracci stated the 2023 pavement condition index (PCI) rating for the Village Hall parking lot is thirty-seven (37). Mr. Caracci stated the Village Hall parking lot has been selected for this year's project by pavement condition index (PCI), geographical location, and the 5 year Capital Plan.

Mr. Caracci stated bids were advertised on May 16, 2024, with bids received on Tuesday June 4, 2024 for the project. Mr. Caracci stated eight (8) contractors submitted bids for this project. Mr. Caracci stated Chicagoland Paving Contractors, Inc. submitted the lowest responsible bid.

Motion: Trustee Perez made a motion to approve the resolution as presented. Trustee Fraz seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.  
R-104-2024:**

22. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-104-2024** entitled a **Resolution Authorizing the Execution of a Construction Engineering Services Agreement with Civiltech Engineering, Inc. for the Village Hall Parking Lot Reconstruction Project in the Not-to-Exceed Amount of \$73,697.**

Mr. Caracci stated the Village Hall Parking Lot Reconstruction Project will consist of full depth pavement removal and replacement of the existing parking lot located to the west of Village Hall at 12 South Center Street.

Mr. Caracci stated the proposed improvements will move the parking lot slightly west to allow for a wider sidewalk area along the alley to accommodate permanent metal canopy structures. Mr. Caracci stated the new canopy structures will eliminate the temporary festival structures. Mr. Caracci stated the project also includes earth excavation, new sidewalks, curb/gutter installation, new drainage structures and storm sewer, relocation of parking lot lighting, pavement striping, utility structure adjustments/reconstruction, canopy shelters installation, new catenary lighting system, and landscape restoration.

Mr. Caracci stated the 2023 pavement condition index (PCI) rating for the Village Hall parking lot is thirty-seven (37). Mr. Caracci stated the Village Hall parking lot has been selected for this year's project by pavement condition index (PCI), geographical location, and the 5 year Capital Plan.

Mr. Caracci stated in 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. Mr. Caracci stated Civiltech Engineering, Inc. is one of the short-listed firms to provide construction engineering services.

Mr. Caracci stated Civiltech brings forth a very experienced project team that has successfully provided similar services to the Village, most recently on the Eastview Avenue Roadway Reconstruction Project. Mr. Caracci stated the proposed engineering scope includes on-site inspections, review of project layout, construction documentation, material testing and preparation of record drawings. Mr. Caracci stated the material testing required for the project will be performed by Midland Standard Engineering and Testing as a sub-consultant, and includes all sub-grade, concrete and asphalt pavement assessments and observations.

Mr. Caracci stated Civiltech's negotiated proposed work effort and fee totals \$73,697.00. This not-to-exceed fee equates to 9.4% of the estimated construction cost of \$784,415.64 for the project. Mr. Caracci stated historically, the construction engineering fees for locally funded projects fall within 7-10% of the cost of construction.

Motion:

Trustee Lomax made a motion to approve the resolution as presented. Trustee Fraz seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.**  
**R-105-2024:**

23. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-105-2024** entitled a **Resolution Authorizing the Execution of Change Order No. 2 with Thomas Interiors for the Purchase of Furniture Associated with the Senior Center Project in the Not to Exceed Amount of \$39,486 for a Revised Total of \$200,462.**

Mr. Caracci stated on May 31, 2023 the Village was informed that Empire Construction, original contractor for the senior Center, had gone out of business. Mr. Caracci stated as part of the default with the Bond Surety, the Village chose to pull the furniture component out of the project and purchase it directly from the manufacturer. Mr. Caracci stated this decision allowed the Village to order long lead time items and save cost due to contractor markup.

Mr. Caracci stated the Village formalized this purchase with the approval of R-77-2023. Mr. Caracci stated the original order included banquet tables, chairs, meeting room tables, chairs, couches, stools, benches, etc. at a total cost of \$154,591.

Mr. Caracci stated on April 22, 2024, we approved a Resolution By Village Manager for an increase in the original cost for increased freight charges and storage fees associated with the contract delay. Mr. Caracci stated these costs were reimbursed through the settlement agreement with the Surety. Mr. Caracci stated this increased the total cost to \$160,976.

Mr. Caracci stated Staff is now ready to purchase the final pieces of furniture that will include two conference room tables and a credenza. Mr. Caracci stated the cost of these three pieces (including design services, delivery and installation) is \$39,486. Mr. Caracci stated this brings the total cost for the furniture to \$200,462. Mr. Caracci stated Staff is requesting approval of Change Order No. 2 to formalize this order.

Mr. Caracci stated Thomas Interiors was the manufacturer that was specified in the original contract and DCEO has authorized the Village to purchase the furniture directly, making this cost still grant eligible.

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.  
R-106-2024:**

24. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-106-2024** entitled a **Resolution Authorizing the Execution of a Phase I Design Engineering Services Agreement with Civiltech Engineering, Inc. of Itasca, IL for the Green Street Reconstruction and Resurfacing STP Project in the Not-to-Exceed Amount of \$334,050.**

Mr. Caracci stated the Village successfully applied for a Surface Transportation Program (STP) grant in the amount of \$2,140,000 (\$1,850,000 for construction and \$290,000 for construction engineering) to reconstruct Green Street From Church Road to Mason Street, and resurface Green Street from Mason Street to York Road. Mr. Caracci stated the project scope proposes to reconstruct Green Street in-kind between Church Road and Mason Street and resurface the roadway between Mason Street and York Road where recent streetscape improvements were completed in the Village downtown area. Mr. Caracci stated within the resurfacing limits, spot curb and gutter improvements will be made, as necessary. ADA improvements will be made where existing sidewalks are not ADA-compliant. Mr. Caracci stated on-street bicycle accommodations along Green Street to connect to bike facilities at the project termini. Mr. Caracci stated the project also includes pavement striping, signage replacement, and landscape restoration. Mr. Caracci stated in addition to the federally funded work above, the project also proposes improvements to utilities including storm sewers, sanitary sewer, and watermain along Green Street where needed.

Mr. Caracci stated funding for this project's construction is included in IDOT's 2027 fiscal year, which begins July 1, 2027. Mr. Caracci stated depending on design approval, this project is anticipated to be let for construction in late 2027 or early 2028.



Mr. Caracci stated in 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. Mr. Caracci stated Civiltech Engineering, Inc. is one of the short-listed firms.

Mr. Caracci stated Civiltech has provided similar Phase I design engineering services for the Village, including most recently the currently under-construction Church Road and Main Street Resurfacing Project. Mr. Caracci stated Civiltech has a diverse design group with expertise in IDOT phase I reports, environmental impacts, traffic analysis, drainage studies, and municipal engineering. Mr. Caracci stated Village staff feels very confident in hiring Civiltech for the upcoming project due to their excellent past performances, knowledge of prior improvements in the area, and staff capabilities.

Mr. Caracci stated the proposed assignment scope includes data collection, utility coordination, geometric analysis, traffic analysis, drainage studies, Phase I design approval, environmental clearances, wetland delineation and study, tree survey and preparation of a Project Development Report. Mr. Caracci stated as design progresses and staff feel confident in the solutions that Civiltech is proposing, a more detailed Phase II engineering agreement will be brought to the Board for phase II engineering design services.

Mr. Caracci stated after scoping meetings and negotiations, Civiltech's proposed work effort for this project totals \$334,050. Federally funded projects have to abide by rigorous federal requirements and deadlines to obtain approval. Mr. Caracci stated the requirements of federal process are similar regardless of the type, size or scope of the project. Mr. Caracci stated at this time staff has estimated the entire project cost at approximately \$4,500,000 - \$5,000,000. Mr. Caracci stated based on this estimate the phase I design costs are approximately 6% which is within the typical range of 5-8% that we expect for phase I design costs.

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.**  
**R-107-2024:**

25. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-107-2024** entitled a **Resolution Authorizing the Execution of a Contract with Layne Christensen Company of Aurora, IL for the Abandonment of Well #3, #6, and #7 in the Not-to-Exceed Amount of \$485,774.**

Mr. Caracci stated back in 1992, the Village became a charter member of the DuPage Water Commission (DWC) as they brought Lake Michigan Water to the western suburbs. Mr. Caracci stated prior to the establishment of DWC, the Village's water supply was through deep wells throughout town. Mr. Caracci stated when we made the transition to Lake Michigan, several wells were kept in service as backup wells. Mr. Caracci stated over time, some of these backup wells have also been abandoned due to mechanical failure.

Mr. Caracci stated currently, the Village still maintains three backup wells – Well #3 (Church Road), Well #6 (Belmont), and Well #7 (Foster). Mr. Caracci stated these three wells have been tested under the IEPA's Maximum Contaminant Level (MCL) for Radiological Elements procedures. Mr. Caracci stated Well #3 and Well #6 exceed the MCL limits today and Well #7 has seen an increase in MCL over the last six years and is approaching the MCL limit. Mr. Caracci stated during our last IEPA inspection, the inspector stated that putting these wells in service would be worse than not providing water to our residents.

Mr. Caracci stated over time, the Village has installed backup water interconnects with our neighboring communities. Mr. Caracci stated specifically, we have a connection with Elmhurst and two connections with Elk Grove Village. Mr. Caracci stated Staff is also in discussions with Franklin Park on the possibility of another interconnect after the I490 project is completed. Mr. Caracci stated these interconnects supply us with Lake Michigan water in an emergency. Mr. Caracci stated through these interconnects, we have the capacity to provide our residents with water from two different Lake Michigan water suppliers (DWC – Elmhurst and NSMJAWA – Elk Grove). Mr. Caracci stated if we execute the interconnect with Franklin Park, this would be a third supplier as they get their water directly from the City of Chicago.

Mr. Caracci stated Staff is recommending the abandonment of the three Village wells. Not just from a contamination standpoint but also from a financial aspect. Mr. Caracci stated the wells require an abundance of energy annually.

Mr. Caracci stated the wells, on average, have an annual energy cost to the Village of \$60k. Mr. Caracci stated the EPA mandates a Source Protection Water Plan every five years that requires a consultant, with a financial burden of around \$25K to the Village. Mr. Caracci stated most of the well house's equipment and parts need to be updated and require significant upgrades. Mr. Caracci stated the Village has invested over \$10,000 in minor upgrades in the last three years. Mr. Caracci stated making the necessary upgrades would require further investigation and quotes. Mr. Caracci stated most of the equipment in the well houses is original from circa 1950.

Mr. Caracci stated Staff sought proposals from two companies that perform 90% of the large municipal well abandonments in northern Illinois.

Mr. Caracci stated initially, we budgeted for the abandonment of these three wells over a three-year period. Mr. Caracci stated we have seen costs for the work increase by almost 10% since we asked for a budget number last summer. Mr. Caracci stated we are proposing to abandon all three now to hopefully save on escalation as well as the ongoing operation and maintenance costs. Mr. Caracci stated we propose to utilize TIF12 funds for the Well #7 (Foster) and Water/Sewer Capital Funds for Wells #3 and 6.

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-108-2024:**

26. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-108-2024** entitled a **Resolution Authorizing the Execution of a Change Order Number One (1) with KD Landscape for an Increase of \$24,400.00 for the Redmond Park Playground Project for a Revised Contract Cost of \$132,053.00..**

Director of Recreation, Sean Flynn stated the Village approved Resolution R-144-2023 in the amount of \$107,653.00 for the sales agreement to demo and remove existing playground equipment and the installation of new stone base on December 12, 2023.

Mr. Flynn stated construction on the project began on April 30th with a final construction completion date of June 5th.

Mr. Flynn stated during the construction process it was determined that there was a significant safety issue between the two playgrounds and that a new surface would be required. Mr. Flynn stated the concrete pavers that were installed 25 years ago were cracked, deformed and missing in some areas. Mr. Flynn stated KD Landscape provided us with two options:

Option 1- Replace with new pavers at a cost of \$24,400.00

Option 2- Use remaining good pavers and supplement with new pavers for a cost of \$15,500.

Mr. Flynn stated after discussion it was determined that we would replace the existing pavers with new pavers and move forward with Option 1 at a cost of \$24,400. Mr. Flynn stated the discussion included the fact that this project was well below budget and with this change still came in significantly under the budgeted amount. Mr. Flynn stated further, Option 1 would ensure a color-match of the pavers and preserve the long term integrity of the area.

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.

**PRESIDENT'S  
REMARKS:**

Police Chief, Daniel Schulze provided an update on the Village Police Department's recent efforts in regards to truck traffic.

President DeSimone announced Music in the Park continues every Wednesday evening at Center and Main Street; full schedule can be found on the Village's website.

President DeSimone announced Grand Subaru's Wheels and Meals Community Food Drive will be held on June 21<sup>st</sup> from 5-8pm in town center park; festivities include mini golf, face painting, a car show and many food options including complimentary ice cream; additional information can be found on the Village's website.

President DeSimone announced the Public Works Open House is scheduled for July 13<sup>th</sup> from 10am-2pm; a paper shredding and E-recycling event will also be held on-site as well; additional information can be found on the Village's website.

**MANAGERS  
REPORT:**

Village Manager, Evan Summers thanked all for their participation in the Heritage Center grand opening event held on June 14<sup>th</sup>.

**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 Carmona 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 7:22 p.m.

Nancy Quinn  
Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_day, July 2024

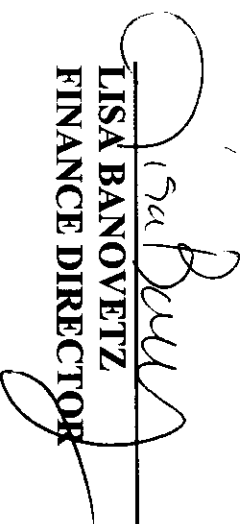
**TYPE:**Warrant**SUBMITTED BY:**Jessica Juarez**DEPARTMENT:**Finance**DATE:**7/16/24**DESCRIPTION:**Warrant - July 16, 2024, 24/11 \$4,217,954.68**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:**Warrant - July 16, 2024, 24/11 \$4,217,954.68**ATTACHMENTS:****Description**Warrant - July 16, 2024, 24/11 \$4,217,954.68**Upload Date**7/11/2024**Type**Backup Material

# VILLAGE OF BENSENVILLE WARRANT 24/11

## JULY 16, 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

  
LISA BANOVETZ  
FINANCE DIRECTOR  
7/16/2024

Approved by the Board of Trustees on July 16, 2024, hereby authorizing the Director of Finance to disburse \$ 4,217,954.68 the accounts indicated in the attached report.

\_\_\_\_\_  
NANCY QUINN  
VILLAGE CLERK

\_\_\_\_\_  
FRANK DESIMONE  
VILLAGE PRESIDENT



# EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 7/16/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
<b>7 LAYER SOLUTIONS, INC.</b>									
<b>1093</b>									
11281	MANAGED IT SERVICES	SCHAUMBURG	20241812	07/31/2024	11020180-531260	FN	INFO TECHNOLOGY SERVICES	\$12,205.00	0
11281	MANAGED IT SERVICES	SCHAUMBURG	20241812	07/31/2024	11020180-541310	FN	COMMUNICATION-PHONES (WIRE)	\$515.00	0
11281	MANAGED IT SERVICES	SCHAUMBURG	20241812	07/31/2024	11020180-542100	FN	MAINTENANCE AGREEMENTS	\$2,160.00	0
								<b>14,880.00</b>	
<b>A&amp;A EQUIPMENT &amp; SUPPLY CO.</b>									
<b>2691</b>									
134259	STORM SYSTEM REPAIRS	BENSENVILLE	20241741	07/03/2024	51050540-552520	PW	WATER MAIN PARTS	\$454.45	0
134262	STORM SYSTEM REPAIRS	BENSENVILLE	20241741	07/03/2024	51050540-552520	PW	WATER MAIN PARTS	\$96.45	0
								<b>550.90</b>	
<b>ABT ELECTRONICS INC</b>									
<b>2146</b>									
0416401DXGH	R-78-2023 - APPLIANCES FOR SENI	GLENVIEW	20240154	05/16/2024	31080800-591000	PW	CAPITAL OUTLAY-BLDG&STRUCT	\$896.00	0
<b>ACS ENTERPRISES, INC.</b>									
<b>505</b>									
21707	R-146-2023, HVAC FILTERS	CHICAGO	20240053	07/06/2024	11050440-542110	PW	R&M BUILDING	\$823.75	0
<b>ADDISON BUILDING MATERIAL, CO.</b>									
<b>3628</b>									
106451	INV# 107131 NEW DOOR FRAME/LC	ARLINGTON HE	20241837	07/10/2024	11070720-542310	SF	R & M EQUIPMENT	\$86.67	0
106536	INV# 107131 NEW DOOR FRAME/LC	ARLINGTON HE	20241837	07/11/2024	11070720-542310	SF	R & M EQUIPMENT	\$56.81	0
107131	INV# 107131 NEW DOOR FRAME/LC	ARLINGTON HE	20241837	07/24/2024	11070720-542310	SF	R & M EQUIPMENT	\$1,247.17	0
								<b>1,390.65</b>	
<b>ADVANCE AUTO PARTS</b>									
<b>808</b>									
8751417335369	INV# 8751417335369 OIL FILTER/OIL	BENSENVILLE	20241753	07/21/2024	11174100-542610	SF	R&M ICE RESURFACER	\$51.04	0
<b>AFLAC</b>									
<b>980</b>									
508776	AFLAC PREMIUM FOR JUNE	COLUMBUS	20241797	05/26/2024	11000000-214130	FN	PAYROLL DEDUCTN-AFLAC	\$818.04	9007984
								<b>818.04</b>	
<b>AFSCME</b>									
<b>3105</b>									
4.26.24	MVP NATIONAL PEOPLE CLUB		20241718	05/26/2024	11000000-218100	FN	PAYROLL DEDUCTN-UNION DUES	\$12.60	9007966
6.21.24	MVP NATIONAL PEOPLE CLUB		20241731	07/21/2024	11000000-218100	FN	PAYROLL DEDUCTN-UNION DUES	\$12.60	9007973
6.21.24-2	UNION DUES		20241732	07/24/2024	11000000-218100	FN	PAYROLL DEDUCTN-UNION DUES	\$1,973.36	9007977



# EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 7/16/2024

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	WTT/MANUAL CHECK #
7.5.24	MVP NATIONAL PEOPLE CLUB		20241907	08/04/2024	11000000-218100	FN	PAYROLL DEDUCTN-UNION DUES	\$12.60	9007991
								<b>2,011.16</b>	
<b>AL WARREN OIL CO, INC.</b>									
<b>700</b>									
W16639816	R-152-2023, FLEET FUELING SERVI	HAMMOND	20240228	07/11/2024	11040110-554110	PW	FUEL/GAS/OIL	\$3,415.46	0
W16639816	R-152-2023, FLEET FUELING SERVI	HAMMOND	20240228	07/11/2024	11050490-554110	PW	FUEL/GAS/OIL	\$1,479.28	0
W16639816	R-152-2023, FLEET FUELING SERVI	HAMMOND	20240228	07/11/2024	11060640-554110	PW	FUEL/GAS/OIL	\$222.87	0
W16639816	R-152-2023, FLEET FUELING SERVI	HAMMOND	20240228	07/11/2024	11070720-554110	PW	FUEL/GAS/OIL	\$93.34	0
W16639816	R-152-2023, FLEET FUELING SERVI	HAMMOND	20240228	07/11/2024	51050540-554110	PW	FUEL/GAS/OIL	\$501.89	0
W1663932	R-152-2023, FLEET FUELING SERVI	HAMMOND	20240228	07/11/2024	51050570-554110	PW	FUEL/GAS/OIL	\$120.06	0
W1663932	R-152-2023, FLEET FUELING SERVI	HAMMOND	20240228	07/26/2024	11040110-554110	PW	FUEL/GAS/OIL	\$3,070.16	0
W1663932	R-152-2023, FLEET FUELING SERVI	HAMMOND	20240228	07/26/2024	11050490-554110	PW	FUEL/GAS/OIL	\$1,289.48	0
W1663932	R-152-2023, FLEET FUELING SERVI	HAMMOND	20240228	07/26/2024	11060640-554110	PW	FUEL/GAS/OIL	\$250.70	0
W1663932	R-152-2023, FLEET FUELING SERVI	HAMMOND	20240228	07/26/2024	11070720-554110	PW	FUEL/GAS/OIL	\$80.37	0
W1663932	R-152-2023, FLEET FUELING SERVI	HAMMOND	20240228	07/26/2024	51050540-554110	PW	FUEL/GAS/OIL	\$316.97	0
W1663932	R-152-2023, FLEET FUELING SERVI	HAMMOND	20240228	07/26/2024	51050570-554110	PW	FUEL/GAS/OIL	\$134.65	0
								<b>10,975.23</b>	
<b>ALTORFER INDUSTRIES, INC.</b>									
<b>4352</b>									
A1119902	EQUIPMENT RENTAL	CHICAGO	20241924	07/25/2024	51050540-548110	PW	RENTAL & LEASE - EQUIPMENT	\$591.20	0
								<b>591.20</b>	
<b>AMBER'S TRAVELING MESSAGE</b>									
2158	EMPLOYEE WELLNESS	ADDISON	20241783	07/21/2024	11040110-521510	PD	TRAINING PROGRAMS/SESSIONS	\$360.00	0
								<b>360.00</b>	
<b>AMERICAN CONSERVATION &amp; BILLING</b>									
<b>1262</b>									
16924	AQUAHAWK STANDARD 08/01/24 - (	COLORADO SP	20241930	07/01/2024	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$995.00	0
								<b>995.00</b>	
<b>AMERICAN KENNEL CLUB COMPANIO</b>									
<b>2162</b>									
MAR012918	2 PET MICROCHIP SCANNERS-INV	NEW YORK	20241817	01/14/2024	11040340-554510	PD	SMALL TOOLS & EQUIPMENT	\$360.00	0
								<b>360.00</b>	
<b>AMERICAN LEGAL PUBLISHING CORP</b>									
<b>1805</b>									
34588	CODE UPDATE: ORDINANCES 13-20	CINCINNATI	20241723	07/18/2024	11010030-525010	AD	BOOKS/PAMPHLETS/PUBLICATION	\$352.00	0
								<b>352.00</b>	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
<b>AMERIGAS PROPANE LP</b>									
<b>2091</b>									
3165392147	INV# 3165831738 PROPANE REFILL	PITTSBURGH	20241832	07/12/2024	11174100-541385	SF	GAS-PROPANE	\$60.11	0
3165451610	INV# 3165831738 PROPANE REFILL	PITTSBURGH	20241832	07/14/2024	11174100-541385	SF	GAS-PROPANE	\$43.23	0
3165624473	INV# 3165831738 PROPANE REFILL	PITTSBURGH	20241832	07/19/2024	11174100-541385	SF	GAS-PROPANE	\$86.42	0
3165831738	INV# 3165831738 PROPANE REFILL	PITTSBURGH	20241832	07/26/2024	11174100-541385	SF	GAS-PROPANE	\$81.81	0
<b>ANDERSON PEST SOLUTIONS</b>									<b>271.57</b>
<b>9474</b>									
60111725	INV# 61851402 MONTHLY PEST COI	ELMHURST	20241844	05/17/2024	11174100-542310	SF	R&M EQUIPMENT	\$332.00	0
61851402	INV# 61851402 MONTHLY PEST COI	ELMHURST	20241844	07/02/2024	11070790-549990	SF	OTHER CONTRACTUAL SERVICE	\$63.65	0
61854036	INV# 61851402 MONTHLY PEST COI	ELMHURST	20241844	07/13/2024	11070760-549990	SF	OTHER CONTRACTUAL SERVICE	\$45.00	0
61854036	INV# 61851402 MONTHLY PEST COI	ELMHURST	20241844	07/13/2024	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$45.00	0
<b>ANDREW MCCANN LAWN SPRINKLER</b>									<b>485.65</b>
<b>12636</b>									
INV0000240617	INV# INV0000240617 CHECKED AND	EAST HAZEL CI	20241849	07/07/2024	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$340.48	0
<b>AQUA PURE ENTERPRISES, INC.</b>									
<b>11330</b>									
0150000-IN	INV# 0150000-IN POOL CHEMICALS	ROMEDEVILLE	20241848	07/22/2024	11070760-564120	SF	CHEMICALS	\$1,565.61	0
<b>AQUATIC INFORMATICS INC</b>									
<b>2021</b>									
109046	R-90-2024 - RIO CLOUD BASED WW	DENVER	20241407	07/10/2024	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$1,980.00	0
<b>ARCO MECHANICAL EQUIPMENT SALI</b>									
<b>1305</b>									
21917	FACILITIES GAS DETECTION	BENSENVILLE	20241740	07/04/2024	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$660.00	0
21956	GAS DETECTION	BENSENVILLE	20241915	07/17/2024	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$550.00	0
<b>A-SPECIAL ELECTRIC SERVICE &amp; SUP</b>									<b>1,210.00</b>
<b>3568</b>									
158092	25 LED LIGHT BULBS FOR POLICE :	WOOD DALE	20241957	07/28/2024	11040110-542100	PD	MAINTENANCE AGREEMENTS	\$272.50	0
<b>ASSOCIATED TECHNICAL SERVICES</b>									
<b>2711</b>									
38563	UTILITY LOCATION SYSTEM	VILLA PARK	20241688	07/06/2024	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$9,997.00	0



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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	WTR/MANUAL CHECK #
50284	CLEANING SERVICE-JUN24-INV #50	FRANKLIN PAR	20241770	07/20/2024	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$2,200.00	0
<b>BILLER PRESS &amp; MFG, INC.</b>									
<b>595</b>								<b>4,497.50</b>	
24-24643	50 NOTICE OF TRESPASS FORMS-1	ANTIOCH	20241954	07/18/2024	11040110-541160	PD	PRNTG. BINDING & DUPLICAT	\$58.42	0
BP-9126	1,500 PARKING VIOLATION FORMS.	ANTIOCH	20241955	07/18/2024	11040110-541160	PD	PRNTG. BINDING & DUPLICAT	\$292.50	0
<b>BOND REFUND</b>									
<b>99</b>								<b>350.92</b>	
12764-46305	LEE DARREN			07/01/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$350.00	0
12764-46305	DARREN LEE			07/01/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$1,790.00	0
13675-45318	LEE, DARENN			07/01/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
13865-16758	ABEC ELECTRIC INC.			07/01/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13896-310844	TASSONE, VINCENT			07/01/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
13907-23978	PAVESTAR INC			07/01/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13916-45901	JNM ASPHALT PAVING & APRON			07/01/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$35.00	0
13931-21876	DND FIRE PROTECTION INC			07/01/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13932-46265	PEREZ, LEONARDO			07/01/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$35.00	0
13935-46269	SPANDICO, LLC			07/01/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$45.00	0
13936-14673	SARAD, SEBASTIAN			07/01/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$35.00	0
13938-16890	VALLEY FIRE PROTECTION SYSTEI			07/01/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13942-46275	M. J. & B. CONTRACTORS, INC			07/01/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
13960-46289	PICTURE FRAME FILFILMENT			07/31/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$225.00	0
13988-202665	STYRCZULA, STANLEY			07/01/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
13999-38664	ROBLEDO, ANA P.			07/01/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
14003-41364	153 HOME IMPROVEMENT			07/31/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
14005-24623	FOUR SEASONS HEATING & AIR C			07/01/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
14009-200127	GHANIMAH, SUBHEIAH			07/01/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
14021-46323	PERFECT EXTERIORS INC.			07/01/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
14051-46339	PRECISION AIR			07/01/2024	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
<b>BRIGHT DIRECTIONS</b>									
<b>683</b>								<b>4,255.00</b>	
6.21.24	BRIGHT DIRECTIONS COLLEGE	LINCOLN	20241727	07/21/2024	11000000-213500	FN	PAYROLL DEDUCTN-BRIGHT STAI	\$200.00	9007971
7.5.24	BRIGHT DIRECTIONS COLLEGE	LINCOLN	20241901	08/04/2024	11000000-213500	FN	PAYROLL DEDUCTN-BRIGHT STAI	\$200.00	9007990
<b>C&amp;C PEST CONTROL</b>									
<b>1762</b>								<b>400.00</b>	
218937	C & C PEST CONTROL	BENSENVILLE	20241887	06/26/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$65.00	0

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218944	C & C PEST CONTROL	BENSENVILLE	20241887	06/26/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$30.00	0
218948	C & C PEST CONTROL	BENSENVILLE	20241887	06/26/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$30.00	0
219054	C & C PEST CONTROL	BENSENVILLE	20241887	06/26/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$40.00	0
219594	C&C PEST CONTROL	BENSENVILLE	20241877	07/10/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$90.00	0
219719	C&C PEST CONTROL	BENSENVILLE	20241877	07/14/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$30.00	0
<b>285.00</b>									
<b>CAPITALONE, NA</b>									
<b>1587</b>									
0000126717	APWA - REGISTRATION	NEW ORLEANS	20241916	06/27/2024	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$60.00	9007969
0008469Q	JEWEL OSCO - SENIOR CENTER SI	NEW ORLEANS	20241722	07/03/2024	11070790-557810	FN	FOOD ITEMS	\$6.76	9007969
0008469Q	JEWEL OSCO - SENIOR CENTER SI	NEW ORLEANS	20241722	07/03/2024	11070750-577125	FN	SENIOR CITIZEN	\$136.97	9007969
02002Q	USPS - MAILING	NEW ORLEANS	20241916	06/22/2024	11050440-554510	PW	SMALL TOOLS & EQUIPMENT	\$14.80	9007969
0253050	AMAZON - TONER	NEW ORLEANS	20241722	05/29/2024	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$165.00	9007969
026202	THE VILLAGE FLOWER SHOP	NEW ORLEANS	20241969	06/12/2024	11020110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$99.99	9007969
026294	THE VILLAGE FLOWER SHOP	NEW ORLEANS	20241969	06/22/2024	11010010-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$168.94	9007969
030040	SAMS CLUB - EMA SUPPLIES	NEW ORLEANS	20241722	06/21/2024	11020190-577010	FN	SPECIAL FUNCTIONS	\$314.22	9007969
05 06/2024	MAY JUNE 2024 CASH BACK CAPIT	NEW ORLEANS		06/14/2024	11000000-439915	FN	MISCELLANEOUS REIMBURSEME	\$-171.77	9007969
05132024	CHOOSE DUPAGE - 14TH ANNUAL I	NEW ORLEANS	20241722	06/12/2024	11060110-576010	FN	ECONOMIC DEVELOPMENT INITIA	\$120.00	9007969
060224	DAILY HERALD SUBSCRIPTION	NEW ORLEANS	20241969	07/02/2024	11020110-525010	FN	BOOKS/PAMPHLETS/PUBLICATION	\$19.99	9007969
06563Q	GO FIGURE SKATES - BOOT COVER	NEW ORLEANS	20241722	06/20/2024	11174100-557481	FN	AWARDS & COSTUMES	\$412.50	9007969
0930699588-0524	SERVICE DATES 4/20/24-5/19/24	NEW ORLEANS	20241042	05/16/2024	11070750-5577121	FN	TEEN CENTER	\$92.95	9007969
099886Q	SAMS CLUB - EMPLOYEE PICNIC	NEW ORLEANS	20241916	06/12/2024	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$321.10	9007969
1-467574	ESAFETY SUPPLIES - GLOVES	NEW ORLEANS	20241916	06/02/2024	11174100-542310	PW	R&M EQUIPMENT	\$74.35	9007969
10000506466	ASUS STORE	NEW ORLEANS	20241726	06/06/2024	11040360-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$435.61	9007969
10000506466C	SALES TAX REFUND	NEW ORLEANS		06/20/2024	11040360-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$-25.62	9007969
1165847	AMAZON - UNIFI 6 ACCESS POINT	NEW ORLEANS	20241722	06/20/2024	11020180-552135	FN	MATERIALS/SUPPLIES-EQUIPMENT	\$124.80	9007969
120766033	COSTAR REALTY - ONLINE DEMOC	NEW ORLEANS	20241722	06/05/2024	11060640-549990	FN	OTHER CONTRACTUAL SERVICE	\$553.58	9007969
1736226	AMAZON - BRACKET SOCKET	NEW ORLEANS	20241726	06/28/2024	11040360-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$297.98	9007969
19736748060724	PRIMO WATER	NEW ORLEANS	20241969	07/07/2024	11020110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$3.99	9007969
2024 DUES	IGFOA - 2024 MEMBERSHIP	NEW ORLEANS	20241722	07/21/2024	11030110-521110	FN	MEMBERSHIP DUES	\$100.00	9007969
2645031	AMAZON - VMO SUPPLIES	NEW ORLEANS	20241722	05/31/2024	11020110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$41.97	9007969
2778620	AMAZON - SCANNER	NEW ORLEANS	20241722	06/06/2024	11020180-554510	FN	SMALL TOOLS & EQUIPMENT	\$369.00	9007969
280883793-C	CANCELLED TRANSACTION REFUN	NEW ORLEANS	20241722	06/14/2024	11060110-576010	FN	ECONOMIC DEVELOPMENT INITIA	\$-85.00	9007969
28088379E	NAIOP REGISTRATION	NEW ORLEANS	20241722	06/08/2024	11060110-576010	FN	ECONOMIC DEVELOPMENT INITIA	\$85.00	9007969
29	ASTI ITALIAN DELI	NEW ORLEANS	20241969	06/09/2024	11010010-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$246.30	9007969
2997826	AMAZON - WIRELESS KEYBOARD	NEW ORLEANS	20241722	06/06/2024	11020180-552135	FN	MATERIALS/SUPPLIES-EQUIPMENT	\$26.98	9007969
3105027-C	RETURN AMAZON ORDER	NEW ORLEANS	20241722	06/14/2024	31080800-591000	FN	CAPITAL OUTLAY-BLDG & STRUCI	\$-247.99	9007969
3298658	AMAZON - MEMORY CARD WITH AT	NEW ORLEANS	20241722	06/20/2024	11020180-554510	FN	SMALL TOOLS & EQUIPMENT	\$43.83	9007969
330587000	UNITED STATES FLAG STORE	NEW ORLEANS	20241722	07/21/2024	11070720-542310	FN	R & M EQUIPMENT	\$998.73	9007969

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
3554645	AMAZON - PLASTIC TABLE COVER	NEW ORLEANS	20241722	06/21/2024	11774100-557481	FN	AWARDS & COSTUMES	\$134.44	9007969
3578651	AMAZON - SMART TV	NEW ORLEANS	20241722	06/05/2024	51050570-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$247.99	9007969
4282666	AMAZON - VALUES RESISTOR KIT	NEW ORLEANS	20241722	06/20/2024	11050440-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$31.98	9007969
47864	CILANTRO TACO GRILL	NEW ORLEANS	20241916	05/31/2024	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$447.13	9007969
4877813	AMAZON - DELL MONITOR	NEW ORLEANS	20241722	06/27/2024	11020180-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$96.15	9007969
4877813-C	AMAZON SHIPPING REFUND	NEW ORLEANS		07/03/2024	11020180-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$-0.89	9007969
4877813-C 2	AMAZON SHIPPING REFUND	NEW ORLEANS		07/03/2024	11020180-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$-0.86	9007969
4877813-C 3	AMAZON SHIPPING REFUND	NEW ORLEANS		07/03/2024	11020180-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$-0.47	9007969
4909049	FN CAPITAL ONE CC MAY-JUNE 20;	NEW ORLEANS		06/06/2024	11020180-554510	FN	SMALL TOOLS & EQUIPMENT	\$49.99	9007969
5366616	AMAZON - LOGITECH KEYBOARD	NEW ORLEANS	20241722	06/08/2024	11070750-577122	FN	COMMUNITY CENTER	\$192.90	9007969
5366616-C 1	AMAZON - SENIOR CENTER	NEW ORLEANS	20241722	06/13/2024	11070750-577122	FN	COMMUNITY CENTER	\$-20.42	9007969
5366616-C 2	COFFEE MAKER RETURN	NEW ORLEANS		06/13/2024	11070750-577122	FN	COMMUNITY CENTER	\$-20.42	9007969
5852	MAMMA MARIAS	NEW ORLEANS	20241722	06/13/2024	11060110-522110	FN	EXPENSE REIMBURSEMENT	\$210.41	9007969
6-007-11711	FEDEX INVOICE	NEW ORLEANS	20241722	06/06/2024	51050577-536511	FN	ENG SVC - ENVIRONMENTAL	\$13.64	9007969
6-081-62574	FEDEX INVOICE	NEW ORLEANS	20241722	06/12/2024	51050577-536511	FN	ENG SVC - ENVIRONMENTAL	\$23.33	9007969
6-083-52169	FEDEX INVOICE	NEW ORLEANS	20241722	06/13/2024	51050577-536511	FN	ENG SVC - ENVIRONMENTAL	\$16.14	9007969
6207437	LGHN - ANNUAL MEMBERSHIP	NEW ORLEANS	20241722	06/07/2024	11020130-521110	FN	MEMBERSHIP DUES	\$750.00	9007969
646180	AMAZON - MARKETING AND COMM	NEW ORLEANS	20241722	06/22/2024	31080800-594000	FN	CAPITAL OUTLAY-MACHINERY & E	\$158.25	9007969
6883F029-0002	NFPA - NATIONAL FIRE PROTECTIC	NEW ORLEANS	20241722	06/15/2024	11060640-521110	FN	MEMBERSHIP DUES	\$175.00	9007969
705028	KITCAST ANNUAL PLAYER BUNDLE	NEW ORLEANS	20241722	06/15/2024	11070790-549990	FN	OTHER CONTRACTUAL SERVICE	\$720.00	9007969
7163429	NIU - LEGACY ANNUAL CONF	NEW ORLEANS	20241722	06/08/2024	11020130-521510	FN	TRAINING PROGRAMS/SESSIONS	\$355.00	9007969
7994663	AMAZON - TOSHIBA HARD DRIVE	NEW ORLEANS	20241722	06/20/2024	11040360-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$50.99	9007969
80406	AMAZON - INTEL CORE TM	NEW ORLEANS	20241726	06/06/2024	11040360-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$544.99	9007969
8077864	DISCOUNT PAINTBALL - OZ CO 2 FI	NEW ORLEANS	20241722	06/09/2024	11070720-552110	FN	MATERIALS/SUPPLIES-OPERATOR	\$80.90	9007969
8082646	AMAZON - CYBERPOWER UPS SYS	NEW ORLEANS	20241722	06/09/2024	11020180-554510	FN	SMALL TOOLS & EQUIPMENT	\$219.95	9007969
8100355	AMAZON - SENIOR CENTER	NEW ORLEANS	20241722	05/29/2024	11070750-577122	FN	COMMUNITY CENTER	\$654.41	9007969
8689609	WEISSMANS COSTUME RETURN	NEW ORLEANS		06/14/2024	11174100-557481	FN	AWARDS & COSTUMES	\$-54.95	9007969
9077031	AMAZON - MICROPHONE	NEW ORLEANS	20241722	07/04/2024	11070750-577010	FN	SPECIAL FUNCTIONS	\$188.00	9007969
9244244	AMAZON - HERITAGE CENTER	NEW ORLEANS	20241722	06/12/2024	11070750-577122	FN	COMMUNITY CENTER	\$107.96	9007969
9310624	AMAZON - HOT WATER DISPENSEF	NEW ORLEANS	20241722	06/13/2024	11070750-577122	FN	COMMUNITY CENTER	\$39.98	9007969
9412248	AMAZON - MONITOR STAND AND P	NEW ORLEANS	20241722	06/13/2024	11020180-552135	FN	MATERIALS/SUPPLIES-EQUIPMENT	\$88.83	9007969
9421029	AMAZON - UNIFI CLOUD KEY NETW	NEW ORLEANS	20241722	06/20/2024	11020180-554510	FN	SMALL TOOLS & EQUIPMENT	\$175.99	9007969
9421029-C	AMAZON - OFFICE CHAIRS	NEW ORLEANS	20241722	05/31/2024	31080800-594000	FN	CAPITAL OUTLAY-MACHINERY & E	\$1,187.49	9007969
9522613	RETURNED ITEM AMAZON	NEW ORLEANS		06/20/2024	31080800-594000	FN	CAPITAL OUTLAY-MACHINERY & E	\$-125.99	9007969
98469663	AMAZON - MARKETING AND COMM	NEW ORLEANS	20241722	06/15/2024	31080800-594000	FN	CAPITAL OUTLAY-MACHINERY & E	\$220.00	9007969
98548832	WEBSAURANT STORE - SENIOR C	NEW ORLEANS	20241722	06/30/2024	11070750-577122	FN	COMMUNITY CENTER	\$2,118.38	9007969
IL TOLLWAY050824	WEBSAURANT STORE - VH EMPL	NEW ORLEANS	20241722	07/03/2024	31080800-591000	FN	CAPITAL OUTLAY-BLDG&STRUCT	\$838.02	9007969
MA79561969	IL TOLLWAY REPLENISH 05-0824	NEW ORLEANS	20241722	06/07/2024	11050490-549990	FN	OTHER CONTRACTUAL SERVICE	\$50.00	9007969
MC18365903	APPLE TV	NEW ORLEANS	20241722	06/15/2024	37980800-591000	FN	CAPITAL OUTLAY-BLDG&STRUCT	\$3.22	9007969
	MAILCHIMP - SUBSCRIPTION	NEW ORLEANS	20241722	06/23/2024	11020170-576010	FN	ECONOMIC DEVELOPMENT INITIA	\$26.50	9007969

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	WTT/MANUAL CHECK #
MQFDLKNLX	APPLE I CLOUD STORAGE	NEW ORLEANS	20241722	07/02/2024	11050110-532100	FN	PROFESSIONAL SERVICES	\$2.09	9007969
MQFDLKNLX	APPLE I CLOUD STORAGE	NEW ORLEANS	20241722	07/02/2024	51050110-532100	FN	PROFESSIONAL SERVICES	\$0.90	9007969
VP_N3TKM8R6	VISTA PRINT - PARKING PLACARD	NEW ORLEANS	20241722	06/06/2024	11010030-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$65.18	9007969
VP_STW1DOT2	VISTA PRINT - BUSINESS CARDS	NEW ORLEANS	20241722	06/05/2024	11060640-541160	FN	PRINTG, BINDING & DUPLICAT	\$142.37	9007969
VP_STW1DOT2	VISTA PRINT - BUSINESS CARDS	NEW ORLEANS	20241722	06/05/2024	11070790-549990	FN	OTHER CONTRACTUAL SERVICE	\$71.19	9007969
VP_T1B83LK3	VISTA PRINT - CED DOOR HANGER	NEW ORLEANS	20241722	06/13/2024	11060640-541160	FN	PRINTG, BINDING & DUPLICAT	\$368.97	9007969
VP_X725GKC1	VISTA PRINT - BUSINESS CARDS	NEW ORLEANS	20241722	06/16/2024	11070790-549990	FN	OTHER CONTRACTUAL SERVICE	\$106.99	9007969
W1377214806	APPLE TV	NEW ORLEANS	20241722	06/15/2024	37980800-591000	FN	CAPITAL OUTLAY-BLDG&STRUCT	\$274.13	9007969
<b>CARGILL, INC.</b>									
<b>7436</b>									
2909642330	R-148-2023 - ROCK SALT PURCHAS	DALLAS	20240166	07/13/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$28,149.67	0
2909654228	R-148-2023 - ROCK SALT PURCHAS	DALLAS	20240166	07/17/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$9,929.94	0
<b>CDS OFFICE TECHNOLOGIES</b>									
<b>684</b>									
INV1625127	SERVICE DATES 6/1/24-6/30/24	SPRINGFIELD	20241964	07/28/2024	11020180-542310	FN	R & M EQUIPMENT	\$1,159.57	0
<b>CED</b>									
<b>401</b>									
1028-1311706	UTILITIES STOCK	MINNEAPOLIS	20241736	07/05/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$32.60	0
<b>CHRIST PANOS FOODS CORPORATIO</b>									
<b>205</b>									
1263137A	INV# 1263137A FOOD ITEMS - SUNT	ITASCA	20241852	07/27/2024	11070790-557810	SF	FOOD ITEMS	\$745.67	0
<b>CILANTRO TACO GRILL</b>									
<b>2231</b>									
092404	6/14/24 EMPLOYEE PICNIC	ROSEMONT	20241808	07/24/2024	11020130-521115	AD	EMPLOYEE ENGAGEMENT	\$1,000.00	0
<b>CINTAS</b>									
<b>13176</b>									
4196252420	AREA RUG SERVICE	MAYWOOD	20240128	07/10/2024	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$104.95	0
4196953416	VH MAT CLEANING	MAYWOOD	20241720	07/17/2024	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$191.48	0
4197392250	VH MAT CLEANING	MAYWOOD	20241821	07/31/2024	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$191.48	0
8406880164	MEDICAL CABINET SUPPLIES-INV #	MAYWOOD	20241796	07/21/2024	11040110-542110	PD	R&M BUILDING	\$96.95	0
								<b>584.86</b>	

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<b>1548</b>	<b>CITRON HYGIENE US, CORP.</b>								
INV0273731	FRESHFAIRE DEODORIZER SERVICE	BILLERICA	20241904	07/30/2024	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$52.98	0
<b>454</b>	<b>CIVIL TECH ENGINEERING, INC.</b>							<b>52.98</b>	
3803-11	R-72-2023 BRYN MAWR & BIRGINAL	ITASCA	20240295	07/14/2024	37980810-536513	PW	ENG SVC - DESIGN	\$4,225.19	0
3899-02	R-56-2024, EASTVIEW RDWY ENG	ITASCA	20240944	07/14/2024	37980810-536515	PW	ENG SVC - PROJECT MANAGEMENT	\$20,762.51	0
54178	R-106-2024, GREEN ST STP PROJE	ITASCA	20241759	08/01/2024	31080810-536513	PW	ENG SVC - DESIGN	\$15,119.34	0
<b>2765</b>	<b>CLARKE ENVIRONMENTAL MOSQUIT</b>							<b>40,107.04</b>	
001032145	R-48-2024, MOSQUITO ABATEMENT	CHICAGO	20240952	05/25/2024	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$7,657.50	0
001033555	R-48-2024, MOSQUITO ABATEMENT	CHICAGO	20240952	07/25/2024	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$7,657.50	0
001033698	SOLE SOURCE - MIDGE CONTROL	CHICAGO	20240157	07/31/2024	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$275.00	0
005108101	SOLE SOURCE - MIDGE CONTROL	CHICAGO	20240157	05/15/2024	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$1,713.00	0
<b>2204</b>	<b>CLEANSLATE CHICAGO LLC</b>							<b>17,303.00</b>	
SIN035542	CARA CHICAGO	CHICAGO	20241878	06/30/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$2,105.12	0
<b>12216</b>	<b>COMCAST</b>							<b>2,105.12</b>	
0930058421-0624	SERVICE DATES 6/14/24-7/13/24	SOUTHEASTER	20241719	07/07/2024	11020180-541310	FN	COMMUNICATION-PHONES (WIRE)	\$20.98	0
0930408014-0724	COMCAST-0408014-0724	SOUTHEASTER	20241911	07/23/2024	11174100-541310	SF	COMMUNICATION-PHONES (WIRE)	\$413.85	0
0930421918-0624	SERVICE DATES 6/12/24-7/11/24	SOUTHEASTER	20241652	07/05/2024	11020180-541310	FN	COMMUNICATION-PHONES (WIRE)	\$634.85	9007968
0930421918-0624	SERVICE DATES 6/12/24-7/11/24	SOUTHEASTER	20241652	07/05/2024	11040110-549990	FN	OTHER CONTRACTUAL SERVICE	\$159.95	9007968
0940001924-0524	COMCAST SERVICES FOR 2024	SOUTHEASTER	20240126	05/21/2024	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$12.62	182846
0940001924-0624	COMCAST SERVICES FOR 2024	SOUTHEASTER	20240126	06/20/2024	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$12.62	182846
0940003318-0724	COMCAST-0408014-0724	SOUTHEASTER	20241911	07/31/2024	11174100-541310	SF	COMMUNICATION-PHONES (WIRE)	\$166.85	182846
<b>2668</b>	<b>COMMONWEALTH EDISON</b>							<b>1,421.72</b>	
3094395000-0624	SERVICE DATES 5/31/24-7/1/24	CAROL STREAM	20241943	07/31/2024	11050420-541370	FN	ELECTRICITY	\$372.55	0
<b>981</b>	<b>CONRAD POLYGRAPH, INC.</b>							<b>372.55</b>	
6121	POLYGRAPH EXAMS	HINSDALE	20241867	07/29/2024	11010070-532100	AD	PROFESSIONAL SERVICES	\$1,200.00	0



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<b>CONSERV FS</b>									
65175658	INV# 65175658 TRIPLE PLAY INFIEL	TINLEY PARK	20241843	07/05/2024	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATOR	\$1,076.41	0
<b>13016</b>									
<b>CONSTELLATION ENERGY SERVICES</b>									
3355640000-0524	CONSTELLATION-6561640000-0524	CAROL STREAM	20241870	07/07/2024	11174100-541370	SF	ELECTRICITY	\$2,581.37	0
6561640000-0524	CONSTELLATION-6561640000-0524	CAROL STREAM	20241870	07/07/2024	11070760-541370	SF	ELECTRICITY	\$1,559.09	0
763464-0-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$145.31	0
763464-1-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$95.59	0
763464-10-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$905.18	0
763464-11-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$55.13	0
763464-12-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/02/2024	51050560-541370	PW	ELECTRICITY/GAS	\$82.55	0
763464-13-0624	CONSTELLATION-763464-34-0624	CAROL STREAM	20241941	08/01/2024	11174100-541370	SF	ELECTRICITY	\$34,520.81	0
763464-15-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$926.69	0
763464-16-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$116.45	0
763464-18-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/03/2024	51050560-541370	PW	ELECTRICITY/GAS	\$60.90	0
763464-2-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	51050550-541370	PW	ELECTRICITY/GAS	\$5,728.30	0
763464-20-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$57.08	0
763464-21-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	51050550-541370	PW	ELECTRICITY/GAS	\$4,267.01	0
763464-22-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$396.25	0
763464-25-0624	CONSTELLATION-763464-34-0624	CAROL STREAM	20241941	08/01/2024	11070760-541370	SF	ELECTRICITY	\$7,912.60	0
763464-26-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	51050550-541370	PW	ELECTRICITY/GAS	\$6,769.58	0
763464-3-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$220.51	0
763464-34-0624	CONSTELLATION-763464-34-0624	CAROL STREAM	20241941	08/01/2024	11070790-541370	SF	ELECTRICITY	\$574.20	0
763464-35-0624	CONSTELLATION-763464-34-0624	CAROL STREAM	20241941	08/01/2024	11070790-541370	SF	ELECTRICITY	\$541.53	0
763464-36-0624	CONSTELLATION-763464-34-0624	CAROL STREAM	20241941	08/01/2024	11070790-541370	SF	ELECTRICITY	\$384.90	0
763464-37-0624	CONSTELLATION-763464-34-0624	CAROL STREAM	20241941	08/01/2024	11050420-541370	SF	ELECTRICITY	\$28.30	0
763464-38-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$84.68	0
763464-39-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$110.35	0
763464-4-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	11050420-541370	PW	ELECTRICITY	\$64.11	0
763464-41-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	11050420-541370	PW	ELECTRICITY	\$92.94	0
763464-42-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	11050420-541370	PW	ELECTRICITY	\$411.32	0
763464-43-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	11050420-541370	PW	ELECTRICITY	\$117.52	0
763464-44-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	11050420-541370	PW	ELECTRICITY	\$312.54	0
763464-45-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$26.52	0
763464-46-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$105.49	0
763464-7-424	CONSTELLATION - MAY	CAROL STREAM	20241807	06/01/2024	51050560-541370	PW	ELECTRICITY/GAS		0

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763464-8-424	CONSTELLATION - MAY	CAROL STREAN	20241807	06/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$1,833.65	0
763464-9-424	CONSTELLATION - MAY	CAROL STREAN	20241807	06/01/2024	51050560-541370	PW	ELECTRICITY/GAS	\$120.94	0
<b>CONSULTING ENGINEERING INC</b>									
1916								<b>71,155.59</b>	
6	R-70-2021, LEAK DETECTION SERV	STRONGSVILLE	20240150	07/26/2024	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$10,800.00	0
<b>CORE &amp; MAIN LP</b>									
12655								<b>10,800.00</b>	
V045390	R-46-2024, WATER METER REGISTI	ST LOUIS	20240956	07/11/2024	51080860-594000	PW	CAPITAL OUTLAY-MACHINERY & E	\$9,767.04	0
V085238	R-46-2024, WATER METER REGISTI	ST LOUIS	20240956	07/17/2024	51080860-594000	PW	CAPITAL OUTLAY-MACHINERY & E	\$4,295.00	0
V099315	R-46-2024, WATER METER REGISTI	ST LOUIS	20240956	07/20/2024	51080860-594000	PW	CAPITAL OUTLAY-MACHINERY & E	\$9,720.00	0
<b>DAILY HERALD</b>									
7111								<b>23,782.04</b>	
290883	DAILY HERALD MEDIA GROUP	CAROL STREAN	20241882	07/01/2024	11060110-541140	CD	LEGAL NOTICES	\$1,450.00	0
295022	INV# 295022 MONTHLY MOVIE ADS.	CAROL STREAN	20241863	07/31/2024	11070790-541145	SF	ADVERTISING	\$313.68	0
<b>D'AQUILA, SUSAN (E)</b>									
103								<b>1,763.68</b>	
<b>REIMBURSE ICE S REIMBURSEMENT FOR SUPPLIES - BLOOMINGDAL</b>									
			20241851	07/14/2024	11174100-557481	SF	AWARDS & COSTUMES	\$422.77	0
<b>DELL MARKETING L.P.</b>									
11807								<b>422.77</b>	
8514516	MICROSOFT RENEWAL	ROUND ROCK	20241806	06/15/2024	11020180-541180	FN	LICENSE FEES SOFTWARE	\$31,799.63	0
<b>DELUXE ECHOSTAR, LLC</b>									
884								<b>31,799.63</b>	
93084451	INV# 93084451 EXHIBITOR FEES - T	PASADENA	20241754	07/21/2024	11070790-540110	SF	POSTAGE/DELIVERY SERVICES	\$40.00	0
93089630	INV# 93089630 EXHIBITOR FEES - B	PASADENA	20241827	07/27/2024	11070790-540110	SF	POSTAGE/DELIVERY SERVICES	\$40.00	0
93089631	INV# 93089630 EXHIBITOR FEES - B	PASADENA	20241827	07/27/2024	11070790-540110	SF	POSTAGE/DELIVERY SERVICES	\$40.00	0
<b>DRAIN &amp; PLUMBING SERVICES</b>									
2140								<b>120.00</b>	
21385	RPZ REPLACEMENT	NORTHBROOK	20241816	07/13/2024	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$969.63	0
<b>DRIVETRAIN SERVICE &amp; COMPONENT</b>									
2789								<b>969.63</b>	

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334770	INV# 334770 NEW 3R DRIVESHAFT	SENSEVILLE	20241835	07/06/2024	11174100-542610	SF	R&M ICE RESURFACER	\$408.32	0
<b>DUPAGE COUNTY</b>									
269	DATA PROCESSING FEE-2ND QRTF	WHEATON	20241952	07/28/2024	11040380-542100	PD	MAINTENANCE AGREEMENTS	\$750.00	0
IA 950									
<b>DUPAGE MAYORS AND MANAGERS</b>									
3302	ANNUAL DINNER - EKS	OAK BROOK	20241898	07/10/2024	11020110-522110	AD	EXPENSE REIMBURSEMENT	\$90.00	0
12126A									
<b>DUPAGE WATER COMMISSION</b>									
5295	SERVICE DATES 4/30/24 TO 5/31/20	ELMHURST	20241675	07/30/2024	51050550-545520	PW	DUPG WTR COMM-WATER PURCH	\$263,599.20	9007995
01-0200-00-0524									
<b>EDWARD R. KIRBY &amp; ASSOCIATES, IN</b>									
10783	BACKGROUND INVESTIGATION	DOWNERS GR	20241899	07/28/2024	11010070-532100	AD	PROFESSIONAL SERVICES	\$710.90	0
45002	BACKGROUND INVESTIGATION	DOWNERS GR	20241967	08/02/2024	11010070-532100	AD	PROFESSIONAL SERVICES	\$1,771.40	0
45005									
<b>EDWIN HANCOCK ENGINEERING, CO.</b>									
1516	CONSTRUCTION ENGIN	WESTCHESTER	20241514	07/30/2024	31080810-536515	PW	ENG SVC - PROJECT MANAGEMEN	\$29,976.50	0
24-0494									
<b>ENERSTAR, INC.</b>									
9067	WATER TREATMENT C	ELMHURST	20241841	03/02/2024	11174100-554120	SF	CHEMICALS	\$1,450.00	0
022428	WATER TREATMENT C	ELMHURST	20241842	05/31/2024	11174100-554120	SF	CHEMICALS	\$1,450.00	0
052431									
<b>ERIK LANPHIER</b>									
2089	WASTEWATER ATTENDEES LUNCH	PLAINFIELD	20241811	06/14/2024	51050570-521510	FN	EDUC/SEMR/MTGS/TRNG	\$102.14	0
051524									
<b>ETS INTELLIGENCE, LLC</b>									
809	BACKGROUND	SCHAUMBURG	20241811	07/30/2024	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILI	\$140.00	0
24062612									

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<b>EXCEL SCREEN PRINTING AND EMBR</b>									
<b>1205</b>									
283254	FINANCE DIRECTOR APPAREL	SCHILLER PARI	20241775	07/18/2024	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$186.89	0
283393	FINANCE UNIFORM SHIRTS	SCHILLER PARI	20241798	07/24/2024	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$390.84	0
283547	INV# 283547 T-SHIRTS - 2024 LIBER	SCHILLER PARI	20241855	07/24/2024	11070750-577013	SF	LIBERTY FEST (4 JULY)	\$831.90	0
<b>FOREST AWARDS &amp; ENGRAVING</b>									
<b>10846</b>								<b>1,409.63</b>	
15808	VH SIGNAGE FOR HC AND BUILDIN	WOOD DALE	20241767	07/23/2024	31080800-591000	AD	CAPITAL OUTLAY-BLDG&STRUCT	\$305.00	0
<b>FULLIFE SAFETY LLC</b>									
<b>2038</b>								<b>305.00</b>	
70407	CALIBRATION SERVICE AND CERT	ROSELLE	20241782	07/24/2024	51050570-549990	PW	OTHER CONTRACTUAL SERVICES	\$155.00	0
<b>GEIB INDUSTRIES, INC.</b>									
<b>2833</b>								<b>155.00</b>	
750843-001	MULTI DIV - VEHICLE MAINTENANC	BENSENVILLE	20241785	07/19/2024	11050420-542410	PW	R & M VEHICLES	\$254.46	0
751233-001	MULTI DIV - VEHICLE MAINTENANC	BENSENVILLE	20241785	07/21/2024	11050440-542110	PW	R&M BUILDING	\$164.58	0
<b>GEM CAR WASH</b>									
<b>1910</b>								<b>419.04</b>	
1232	MONTHLY CAR WASH PLAN-INV #1	BENSENVILLE	20241771	07/14/2024	11040110-542410	PD	R&M VEHICLES	\$306.00	0
1301	LIGHT WASH COMP ENG	BENSENVILLE	20241919	07/31/2024	31080810-596000	PW	CAPITAL CONSTRUCTION	\$150.00	0
1301	LIGHT WASH COMP ENG	BENSENVILLE	20241919	07/31/2024	31080810-596000	PW	CAPITAL CONSTRUCTION	\$1,000.00	0
1301	LIGHT WASH COMP ENG	BENSENVILLE	20241919	07/31/2024	31080850-596000	PW	CAPITAL CONSTRUCTION	\$100.00	0
<b>GOLD MEDAL-CHICAGO</b>									
<b>9695</b>								<b>1,556.00</b>	
415272	INV# 415272 FOOD ITEMS - SUNDAY	BENSENVILLE	20241845	07/12/2024	11070790-557810	SF	FOOD ITEMS	\$481.16	0
<b>GRAINGER</b>									
<b>2841</b>								<b>481.16</b>	
9151266757	MULTI DIV - TOOLS/SUPPLIES	PALATINE	20241786	07/14/2024	11050440-542110	PW	R&M BUILDING	\$154.41	0
9151266765	MULTI DIV - TOOLS/SUPPLIES	PALATINE	20241786	07/14/2024	11050440-542110	PW	R&M BUILDING	\$13.26	0
9157410888	MULTI DIV - TOOLS/SUPPLIES	PALATINE	20241786	07/20/2024	11050420-542410	PW	R & M VEHICLES	\$621.81	0
<b>GREAT LAKE THEATRE SERVICE, LTD</b>									
<b>319</b>								<b>789.48</b>	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
JUNE 2024	BOOKING FEES - JUNE2024 THEAT	AURORA	20241853	07/28/2024	11070790-541460	SF	BOOKING FEES	\$200.00	0
MAY 2024	BOOKING FEES - MAY 2024 THEAT	AURORA	20241825	07/01/2024	11070790-541460	SF	BOOKING FEES	\$250.00	0
<b>GREAT LAKES COCA-COLA DISTRIBU</b>									
<b>7585</b>								<b>450.00</b>	
41967292023	INV# 41967292023 BEVERAGES - SI	CHICAGO	20241839	07/24/2024	11070790-557810	SF	FOOD ITEMS	\$269.90	0
<b>GREMLEY &amp; BIEDERMANN, INC.</b>									
<b>2234</b>								<b>269.90</b>	
154628	GREMLEY & BIEDERMANN	CAROL STREAM	20241885	07/10/2024	11060110-532100	CD	PROFESSIONAL SERVICES	\$2,350.00	0
<b>GW &amp; ASSOCIATES PC</b>									
<b>1525</b>								<b>2,350.00</b>	
2406158	AUDITING SERVICES	CHICAGO HEIG	20241802	07/18/2024	11030110-532320	FN	AUDITING SERVICES	\$27,950.00	0
<b>HAYES COMMERCIAL LLC</b>									
<b>2084</b>								<b>27,950.00</b>	
46068	R-12-2024 - SCREW PUMP GATES &	CHICAGO	20240307	07/20/2024	51080870-594000	PW	CAPITAL OUTLAY-MACHINERY & E	\$40,798.00	0
<b>HENDERSON PRODUCTS, INC.</b>									
<b>1038</b>								<b>40,798.00</b>	
401065	NEW PUMPS FOR BRINE TRUCK	HUNTLEY	20241929	07/26/2024	11050420-542410	PW	R & M VEHICLES	\$2,765.16	0
<b>HERSHEY CREAMERY COMPANY</b>									
<b>13115</b>								<b>2,765.16</b>	
032224-CREDIT	CREDIT OVERPAYMENT FROM INV/	HARRISBURG		08/09/2024	11070790-557810	FN	FOOD ITEMS	\$36.00	0
INVE0020517047	INV# INVE0020573753 ICE CREAM -	HARRISBURG	20241874	07/10/2024	11070790-557810	SF	FOOD ITEMS	\$370.00	0
INVE0020544929	INV# INVE0020573753 ICE CREAM -	HARRISBURG	20241874	07/14/2024	11070790-557810	SF	FOOD ITEMS	\$718.74	0
INVE0020573753	INV# INVE0020573753 ICE CREAM -	HARRISBURG	20241874	07/21/2024	11070790-557810	SF	FOOD ITEMS	\$342.66	0
INVE0020597653	INV# INVE0020597653 ICE CREAM -	HARRISBURG	20241850	07/28/2024	11070790-557810	SF	FOOD ITEMS	\$734.10	0
<b>HOLMAN</b>									
<b>2230</b>								<b>2,201.50</b>	
2028301	UTILITIES VEHICLE	BARTLETT	20241784	06/21/2024	51050540-542410	PW	R&M VEHICLES	\$604.41	0
<b>HOME DEPOT CREDIT SERVICES</b>									
<b>7665</b>								<b>604.41</b>	
2901049	ICE SHOW SUPPLIES	LOUISVILLE	20241758	07/03/2024	11070750-577012	SF	MUSIC IN THE PARK	\$50.88	0

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521843	ICE SHOW SUPPLIES	LOUISVILLE	20241758	07/05/2024	11174100-557481	SF	AWARDS & COSTUMES	\$9.41	0
521865	MIP SUPPLIES	LOUISVILLE	20241758	07/06/2024	11174100-557481	SF	AWARDS & COSTUMES	\$18.82	0
7615477	INV# 7615477 MISC SUPPLIES - EDI	LOUISVILLE	20241758	06/28/2024	11174100-542310	SF	R&M EQUIPMENT	\$14.26	0
<b>IL. MUNICIPAL RETIREMENT FUND</b>									
2882								<b>93.37</b>	
823938-N0B1	I.M.R.F.	OAK BROOK	20241905	07/30/2024	11000000-212110	FN	PAYROLL DEDUCTN-IMRF	\$56,445.99	9007994
<b>ILLINOIS DEPARTMENT OF REVENUE</b>									
3098								<b>56,445.99</b>	
6.21.24	IL STATE P/R TAX W/H	SPRINGFIELD	20241765	07/21/2024	11000000-212040	FN	PAYROLL DEDUCTN-ST INC TX	\$19,116.12	9007982
7.5.24	IL STATE P/R TAX W/H	SPRINGFIELD	20241906	08/04/2024	11000000-212040	FN	PAYROLL DEDUCTN-ST INC TX	\$19,461.37	9007987
	SALES TAX JUNE ; SALES TAX PAYABLE JUNE 2024	SPRINGFIELD		07/31/2024	11000000-265010	FN	SALES TAX PAYABLE	\$944.00	9008001
	SALES TAX JUNE ; SALES TAX PAYABLE JUNE 2024	SPRINGFIELD		07/31/2024	11000000-437295	FN	MISC REVENUE-REDMOND	\$-17.00	9008001
<b>ILLINOIS DEPT. OF AGRICULTURE</b>									
11804								<b>39,504.49</b>	
	ANTHONY ARTMAI PEST CONTROL LICENSE	SPRINGFIELD	20241820	08/01/2024	11050420-521510	PW	TRAINING PROGRAMS/SESSIONS	\$45.00	182848
	ANTHONY ARTMAI PEST CONTROL LICENSE	SPRINGFIELD	20241820	08/01/2024	11050430-521510	PW	TRAINING PROGRAMS/SESSIONS	\$45.00	182848
	FRANK PALUMBO PEST CONTROL LICENSE	SPRINGFIELD	20241820	08/01/2024	11050420-521510	PW	TRAINING PROGRAMS/SESSIONS	\$60.00	182848
	FRANK PALUMBO PEST CONTROL LICENSE	SPRINGFIELD	20241820	08/01/2024	11050430-521510	PW	TRAINING PROGRAMS/SESSIONS	\$60.00	182848
	JOE ACKERMAN PEST CONTROL LICENSE	SPRINGFIELD	20241820	08/01/2024	11050420-521510	PW	TRAINING PROGRAMS/SESSIONS	\$45.00	182848
	JOE ACKERMAN PEST CONTROL LICENSE	SPRINGFIELD	20241820	08/01/2024	11050430-521510	PW	TRAINING PROGRAMS/SESSIONS	\$45.00	182848
	THOMAS THORPE PEST CONTROL LICENSE	SPRINGFIELD	20241820	08/01/2024	11050420-521510	PW	TRAINING PROGRAMS/SESSIONS	\$60.00	182848
	THOMAS THORPE PEST CONTROL LICENSE	SPRINGFIELD	20241820	08/01/2024	11050430-521510	PW	TRAINING PROGRAMS/SESSIONS	\$60.00	182848
<b>ILLINOIS ENVIRONMENTAL PROTECTI</b>									
9220								<b>420.00</b>	
L17-4739-061324	PRINCIPAL AND INTEREST #L17-47	SPRINGFIELD	20241805	07/13/2024	51090920-715100	FN	DEBT SERVICE-PRINCIPAL	\$717,001.67	9007996
L17-4739-061324	PRINCIPAL AND INTEREST #L17-47	SPRINGFIELD	20241805	07/13/2024	51090920-716100	FN	INTEREST EXPENSE	\$185,858.63	9007996
<b>ILLINOIS TAX INCREMENT ASSOCIATI</b>									
304								<b>902,860.30</b>	
675285	ILLINOIS TAX INCREMENT ASSOCI	SPRINGFIELD	20241875	05/03/2024	11060110-521110	CD	MEMBERSHIP DUES	\$650.00	0
<b>INTOXIMETERS, INC.</b>									
5567								<b>650.00</b>	
762022	20 ROLLS PAPER/BREATHALYZER	KANSAS CITY	20241711	07/04/2024	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$102.00	0

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<b>J.A. JOHNSON PAVING COMPANY</b>									
13110								<b>102.00</b>	
6233	R-62-2024 - 2024 RESIDENTIAL STR	ARLINGTON HE	20241518	07/26/2024	31080810-596000	PW	CAPITAL CONSTRUCTION	\$646,981.40	0
<b>JACK DOHENY COMPANIES INC</b>									
938								<b>646,981.40</b>	
231592	HOSE FOR VACTOR	COLUMBUS	20241738	07/10/2024	51050540-542410	PW	R&M VEHICLES	\$175.00	0
<b>JC LIGHT, LLC</b>									
1289									
03096770	INV# 03096817 PAINT - REDMOND F	CHICAGO	20241829	07/21/2024	11070720-542310	SF	R & M EQUIPMENT	\$192.79	0
03096817	INV# 03096817 PAINT - REDMOND F	CHICAGO	20241829	07/24/2024	11070720-542310	SF	R & M EQUIPMENT	\$42.67	0
03096839	INV# 03096817 PAINT - REDMOND F	CHICAGO	20241829	07/25/2024	11070720-552110	SF	MATERIALS/SUPPLIES-OPERATION	\$90.75	0
03096850	INV# 03096817 PAINT - REDMOND F	CHICAGO	20241829	07/25/2024	11174100-542310	SF	R&M EQUIPMENT	\$157.17	0
03096860	INV# 03096817 PAINT - REDMOND F	CHICAGO	20241829	07/25/2024	11174100-542310	SF	R&M EQUIPMENT	\$149.58	0
03096873	INV# 03096817 PAINT - REDMOND F	CHICAGO	20241829	07/25/2024	11174100-542110	SF	R & M BUILDING	\$92.01	0
<b>JOHN SAKASH COMPANY, INC.</b>									
4237								<b>724.97</b>	
476540	STOCK FOR STREETS	ELMHURST	20241791	06/28/2024	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$90.71	0
<b>JOHNSTON, GARY</b>									
349								<b>90.71</b>	
JUNE 2024	TRUCK PERMIT SERVICES-INV #06:	ELBURN	20241953	07/31/2024	11040110-532100	PD	PROFESSIONAL SERVICES	\$267.66	0
<b>JOHNSTONE SUPPLY</b>									
1110								<b>267.66</b>	
S101656831.001	INV# S101657181-001 19-240VAC DI	NILES	20241828	07/17/2024	11174100-542110	SF	R & M BUILDING	\$90.55	0
S101657181.001	INV# S101657181-001 19-240VAC DI	NILES	20241828	07/17/2024	11174100-542110	SF	R & M BUILDING	\$20.91	0
<b>JORSON &amp; CARLSON CO, INC.</b>									
7925								<b>111.46</b>	
0726971	INV# 0726971 ICE SCRAPER KNIFE:	ELK GROVE VIL	20241840	07/12/2024	11174100-542610	SF	R&M ICE RESURFACER	\$142.96	0
0727502	INV# 0726971 ICE SCRAPER KNIFE:	ELK GROVE VIL	20241840	07/19/2024	11174100-542610	SF	R&M ICE RESURFACER	\$82.48	0
0727984	INV# 0726971 ICE SCRAPER KNIFE:	ELK GROVE VIL	20241840	07/26/2024	11174100-542610	SF	R&M ICE RESURFACER	\$82.48	0
								<b>307.92</b>	





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478968	5 LIVE TRACKERS/ACTIVATE FEES/	VALENCIA	20241774	04/24/2024	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$2,189.25	0
482181	SOFTWARE SBSRCT/PORTABLE C	VALENCIA	20241707	06/29/2024	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$449.25	0
<b>2232</b>	<b>LIZZETTE MEDIANA &amp; CO</b>							<b>2,638.50</b>	
053124	LIZZETTE MEDINA& CO.	CHICAGO	20241879	07/04/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$1,625.00	0
<b>3000</b>	<b>M.E. SIMPSON COMPANY, INC.</b>							<b>1,625.00</b>	
42516	LEAK DETECTION SERVICES	VALPARAISO	20241787	07/13/2024	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$545.00	0
<b>1884</b>	<b>MAREN RONAN, LTD</b>							<b>545.00</b>	
JUL Y 2024	LOBBYING SERVICES	WESTERN SPR	20241895	07/28/2024	11010010-532810	AD	PROJECT MANAGEMENT SERVICE	\$3,500.00	0
<b>127</b>	<b>MARGUARDT &amp; BELMONTE P.C.</b>							<b>3,500.00</b>	
557	LEGAL VILLAGE PROSECUTOR	WHEATON	20241888	07/31/2024	11020120-533210	AD	LEGAL SERVICES-PROSECUTION	\$4,785.00	0
<b>2917</b>	<b>MCMASTER-CARR</b>							<b>4,785.00</b>	
25285262	INV# 25285262 HEAVY DUTY HOOK	CHICAGO	20241836	05/11/2024	11174100-542170	SF	R&M ICE RINKS	\$394.86	0
28085725	MULTI DIVISION STOCK/PARTS/STOK	CHICAGO	20241743	07/04/2024	11050420-542410	PW	R & M VEHICLES	\$238.44	0
28173515	MULTI DIVISION STOCK/PARTS/STOK	CHICAGO	20241743	07/05/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$92.72	0
28412239	MULTI DIVISION STOCK/PARTS/STOK	CHICAGO	20241743	07/10/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$165.93	0
28571755	MULTI DIVISION STOCK/PARTS/STOK	CHICAGO	20241743	07/11/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$23.06	0
28628109	MULTI DIVISION STOCK/PARTS/STOK	CHICAGO	20241743	06/24/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$23.68	0
29346114	FINAL SAMPLER WWTP	CHICAGO	20241921	07/27/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$91.14	0
29377258	FINAL SAMPLER WWTP	CHICAGO	20241921	07/27/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$14.22	0
<b>12050</b>	<b>MEADE, INC.</b>							<b>1,044.05</b>	
708793	R-146-2023, TRAFFIC SIGNAL PART	MCCOOK	20240061	07/28/2024	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$825.04	0
<b>11265</b>	<b>MENARDS</b>							<b>825.04</b>	
66534	REDMOND PARK	MELROSE PARI	20241846	06/30/2024	11070720-542310	SF	R & M EQUIPMENT	\$210.90	0
66737	STREET DIV STOCK	MELROSE PARI	20241752	07/03/2024	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$65.97	0





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<b>NET ASSETS CORPORATION</b>									
<b>1831</b>								<b>1,098.00</b>	
1-202405	NET ASSETS	EUGENE	20241884	07/03/2024	11060640-548990	CD	OTHER CONTRACTUAL SERVICE	\$132.00	0
1-202406	NET ASSETS	EUGENE	20241884	07/31/2024	11060640-548990	CD	OTHER CONTRACTUAL SERVICE	\$72.00	0
3-202405	NET ASSETS	EUGENE	20241884	07/03/2024	11060640-548990	CD	OTHER CONTRACTUAL SERVICE	\$169.00	0
3-202406	NET ASSETS	EUGENE	20241884	07/31/2024	11060640-548990	CD	OTHER CONTRACTUAL SERVICE	\$46.00	0
<b>NEUCO, INC.</b>									
<b>1069</b>								<b>\$1,741.60</b>	
7793410	FACILITIES VH/SERVER ROOM	BOLINGBROOK	20241739	07/05/2024	11050440-542110	PW	R&M BUILDING	\$1,741.60	0
<b>NICHOLAS M WHITE</b>									
<b>2235</b>								<b>\$200.00</b>	
01	INVOICE #01 2024 PARADE PARTIC	CHICAGO	20241961	08/03/2024	11070750-577013	SF	LIBERTY FEST (4 JULY)	\$200.00	0
<b>NICOR</b>									
<b>2673</b>								<b>\$56.50</b>	
05733400005-0524	NICOR-05733400005-0524	CAROL STREAM	20241833	07/07/2024	11070790-541370	SF	ELECTRICITY	\$56.50	0
10557800009-0524	NICOR GAS	CAROL STREAM	20241920	06/23/2024	51050560-541370	PW	ELECTRICITY/GAS	\$413.64	0
54869400005-0524	NICOR-05733400005-0524	CAROL STREAM	20241833	07/07/2024	11070790-541370	SF	ELECTRICITY	\$42.76	0
<b>NORTH AMERICAN SAFETY, INC.</b>									
<b>1273</b>								<b>\$137.00</b>	
INV89148	DISPOSABLE SAFETY GLOVES WW	BELLE PLAINE	20241914	07/25/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$137.00	0
<b>NSN EMPLOYER SERVICES, INC.</b>									
<b>12734</b>								<b>\$359.29</b>	
11148	NSN MANAGEMENT SERVICES	CHICAGO	20241900	08/01/2024	11020130-532100	AD	PROFESSIONAL SERVICES	\$359.29	0
<b>OLD SECOND BANK</b>									
<b>1338</b>								<b>\$43,036.46</b>	
6.21.24	FEDERAL TAX WH	AURORA	20241760	07/21/2024	11000000-212010	FN	PAYROLL DEDUCTN-FED INC TX	\$43,036.46	9007981
6.21.24	FEDERAL TAX WH	AURORA	20241760	07/21/2024	11000000-212020	FN	PAYROLL DEDUCTN-SOC SEC	\$35,612.02	9007981
6.21.24	FEDERAL TAX WH	AURORA	20241760	07/21/2024	11000000-212030	FN	PAYROLL DEDUCTN-MEDICARE	\$12,513.18	9007981
7.5.24	FEDERAL TAX ACCOUNT	AURORA	20241902	08/04/2024	11000000-212010	FN	PAYROLL DEDUCTN-FED INC TX	\$45,714.69	9007988
7.5.24	FEDERAL TAX ACCOUNT	AURORA	20241902	08/04/2024	11000000-212020	FN	PAYROLL DEDUCTN-SOC SEC	\$36,025.63	9007988
7.5.24	FEDERAL TAX ACCOUNT	AURORA	20241902	08/04/2024	11000000-212030	FN	PAYROLL DEDUCTN-MEDICARE	\$12,576.38	9007988

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<b>OMEGA SIGN &amp; LIGHTING INC</b>									
<b>1430</b>								<b>185,478.36</b>	
INO-04661	INV# INO-04661 DOOR WINDOW GR	ADDISON	20241830	04/14/2024	11174100-542310	SF	R&M EQUIPMENT	\$695.00	0
<b>O'REILLY AUTO PARTS</b>									
<b>1858</b>								<b>695.00</b>	
6076-224736	VEHICLE PARTS	SPRINGFIELD	20241704	03/31/2024	11020190-542410	AD	R&M VEHICLES	\$3.91	0
6076-230150	VEHICLE PARTS	SPRINGFIELD	20241704	05/12/2024	11020190-542410	AD	R&M VEHICLES	\$11.97	0
6076-236698	STAND ON MOWER	SPRINGFIELD	20241857	06/28/2024	11070720-542310	SF	R & M EQUIPMENT	\$16.03	0
6076-236879	STAND ON MOWER EQUIPMENT	SPRINGFIELD	20241857	06/29/2024	11070720-542310	SF	R & M EQUIPMENT	\$11.33	0
6076-237430	MULTI VEHICLE PARTS	SPRINGFIELD	20241918	07/04/2024	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$52.35	0
6076-237637	INV# 6076-236698 STRTR SOL - EQ	SPRINGFIELD	20241857	07/05/2024	11174100-542610	SF	R&M ICE RESURFACER	\$181.03	0
6076-237656	MULTI VEHICLE PARTS	SPRINGFIELD	20241918	07/05/2024	51050570-542410	PW	R&M VEHICLES	\$7.59	0
6076-238279	MULTI VEHICLE PARTS	SPRINGFIELD	20241918	07/10/2024	51050540-542410	PW	R&M VEHICLES	\$40.23	0
6076-238394	MULTI VEHICLE PARTS	SPRINGFIELD	20241918	07/11/2024	11050430-542410	PW	R&M VEHICLES	\$52.80	0
6076-238699	INV# 6076-236698 STRTR SOL - EQ	SPRINGFIELD	20241857	07/13/2024	11174100-542610	SF	R&M ICE RESURFACER	\$58.25	0
6076-240040	MULTI VEHICLE PARTS	SPRINGFIELD	20241918	07/21/2024	11050420-542410	PW	R & M VEHICLES	\$46.77	0
<b>PACE SUBURBAN BUS DIVISION OF T</b>									
<b>1667</b>								<b>482.26</b>	
638136	R-154-2023, RIDE DUPAGE PROGR	ARLINGTON HT	20240303	07/27/2024	11050110-549990	PW	OTHER CONTRACTUAL SERVICE	\$6,218.77	0
<b>PANORAMIC LANDSCAPING</b>									
<b>1572</b>								<b>6,218.77</b>	
JUNE 2024	SENIOR GRASS CUTTING - JUNE	NORTHLAKE	20241932	07/26/2024	11010010-571011	PW	CITIZEN EDUCATION PROGRAM	\$3,630.00	0
<b>PARAMOUNT PICTURES</b>									
<b>7130</b>								<b>3,630.00</b>	
IF WK2	MOVIE RENTAL FEES - IF WK2	LOS ANGELES	20241838	07/07/2024	11070790-547910	SF	MOVIE RENTAL FEES	\$165.56	0
IF WK3	MOVIE RENTAL FEES - IF WK3	LOS ANGELES	20241757	07/14/2024	11070790-547910	SF	MOVIE RENTAL FEES	\$131.78	0
<b>PASSPORT LABS, INC</b>									
<b>1149</b>								<b>297.34</b>	
INV-1046903	JUNE 2024 MOBILE PAY PARKING	DETROIT	20241945	07/30/2024	11030110-540330	FN	BANK/CREDIT CARD FEES	\$103.97	0
<b>PAYLOCITY</b>									
<b>12843</b>								<b>103.97</b>	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
6.21.24	PAYROLL FEES	ARLINGTON HE	20241769	07/21/2024	11020130-532100	FN	PROFESSIONAL SERVICES	\$500.00	9007983
6.21.24	PAYROLL FEES	ARLINGTON HE	20241769	07/21/2024	11030110-532310	FN	PAYROLL SERVICES	\$2,079.56	9007983
7.5.24	PAYROLL FEES	ARLINGTON HE	20241909	08/04/2024	11030110-532310	FN	PAYROLL SERVICES	\$530.74	9007992
<b>PEERLESS NETWORK, INC</b>									
1925								<b>3,110.30</b>	
54529	SERVICE DATES 7/1/24-7/31/24	CHICAGO	20241815	07/31/2024	11020180-541310	FN	COMMUNICATION-PHONES (WIRE)	\$2,155.86	0
<b>PETTY CASH - PD</b>									
2629								<b>2,155.86</b>	
0923-0624	PETTY CASH REIMBURSEMENT-PD	BENSENVILLE	20241818	10/25/2023	11040110-522110	PD	EXPENSE REIMBURSEMENT	\$37.52	0
0923-0624	PETTY CASH REIMBURSEMENT-PD	BENSENVILLE	20241818	10/25/2023	11040110-542110	PD	R&M BUILDING	\$14.85	0
0923-0624	PETTY CASH REIMBURSEMENT-PD	BENSENVILLE	20241818	10/25/2023	11040110-554110	PD	FUEL/GAS/OIL	\$19.00	0
<b>PETTY CASH - VH</b>									
6133								<b>71.37</b>	
050324-062624	PETTY CASH 5/3/24-6/26/24	BENSENVILLE	20241800	07/27/2024	11070790-557810	FN	FOOD ITEMS	\$103.32	0
PETTYCASH 07-24	PETTY CASH	BENSENVILLE	20241947	08/01/2024	11050110-521510	FN	TRAINING PROGRAMS/SESSIONS	\$43.78	0
PETTYCASH 07-24	PETTY CASH	BENSENVILLE	20241947	08/01/2024	11070790-557810	FN	FOOD ITEMS	\$45.09	0
<b>PHYSICIANS IMMEDIATE CARE CHICA</b>									
1845								<b>192.19</b>	
4401617	PRE-EMPLOYMENT SCREENINGS	CAROL STREA	20241717	07/05/2024	11020130-541210	AD	PHYSICAL EXAMS	\$800.00	0
<b>POLYDYNE INC</b>									
2041								<b>800.00</b>	
1840341	R-65-2024, PURCHASE AND DELIVE	RICEBORO	20241124	07/10/2024	51050570-554120	PW	CHEMICALS	\$3,726.00	0
<b>PRECISE DIGITAL PRINTING INC</b>									
1580								<b>3,726.00</b>	
112737	INV# 113497 "NO PARKING SIGNS"	BENSENVILLE	20241831	06/21/2024	11070750-577012	SF	MUSIC IN THE PARK	\$45.00	0
112766	INV# 113497 "NO PARKING SIGNS"	BENSENVILLE	20241831	06/22/2024	11070750-577013	SF	LIBERTY FEST (4 JULY)	\$90.00	0
112953	MIP BANNERS	BENSENVILLE	20241755	07/04/2024	11070750-577012	SF	MUSIC IN THE PARK	\$90.00	0
112968	REPUBLIC SERVICES MIP	BENSENVILLE	20241755	07/04/2024	11070750-577012	SF	MUSIC IN THE PARK	\$90.00	0
113027	INV# 113027 OMEGA SPONSORSHI	BENSENVILLE	20241755	07/04/2024	11070750-577012	SF	MUSIC IN THE PARK	\$45.00	0
113028	MIP SIGNS	BENSENVILLE	20241755	07/04/2024	11070750-577012	SF	MUSIC IN THE PARK	\$120.00	0
113491	INV# 113497 "NO PARKING SIGNS"	BENSENVILLE	20241831	07/25/2024	11070750-577013	SF	LIBERTY FEST (4 JULY)	\$60.00	0
113497	INV# 113497 "NO PARKING SIGNS"	BENSENVILLE	20241831	07/25/2024	11070750-577010	SF	SPECIAL FUNCTIONS	\$120.00	0

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<b>PVS MINIBULK, INC</b>									
<b>969</b>									
220152	R-8-2024, SODIUM THIOSULFATE	DETROIT	20240139	07/07/2024	51050570-554120	PW	CHEMICALS	\$1,989.00	0
220555	R-8-2024, SODIUM THIOSULFATE	DETROIT	20240139	07/14/2024	51050570-554120	PW	CHEMICALS	\$2,034.00	0
220995	R-8-2024, SODIUM THIOSULFATE	DETROIT	20240139	07/03/2024	51050570-554120	PW	CHEMICALS	\$3,258.00	0
<b>QUADIANT FINANCE USA, INC.</b>									
<b>1783</b>									
POSTAGE 0652924	PD POSTAGE REPLENISH	CAROL STREAM	20241716	07/12/2024	11040110-540110	FN	POSTAGE/DELIVERY SERVICES	\$370.00	9008002
<b>QUIET LIGHT SOLUTIONS LLC</b>									
<b>2202</b>									
1398	INV# 1398 LED LINEAR HIGH BAY LI	LA GRANGE	20241897	07/12/2024	11174100-542310	SF	R&M EQUIPMENT	\$3,184.00	0
<b>RAY O'HERRON CO, INC.</b>									
<b>11033</b>									
2351680	2,000 ROUNDS OF AMMO-INV #235-	DANVILLE	20241959	07/28/2024	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$796.00	0
2351841	3,000 ROUNDS OF AMMO-INV #235-	DANVILLE	20241960	07/31/2024	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$804.00	0
<b>RED WING BUSINESS ADVANTAGE AC</b>									
<b>936</b>									
20240606014482	WWTP - BOOTS NATE A. & CHRIS K	DALLAS	20241737	07/06/2024	51050570-554810	PW	UNIFORMS	\$364.80	0
225-71-30484	WWTP - BOOTS NATE A. & CHRIS K	DALLAS	20241737	04/25/2024	51050570-554810	PW	UNIFORMS	\$190.02	0
<b>REPUBLIC SERVICES</b>									
<b>8087</b>									
0551-015960301	SERVICE DATES 06/01/24-06/30/202	LOUISVILLE	20241939	07/30/2024	57020580-579890	FN	DISPOSAL CHARGES	\$91,934.40	0
<b>RIEDEL SHOES, INC.</b>									
<b>11314</b>									
55049673	INV# 55049673 EXTRA LACES - REN	RED WING	20241847	07/20/2024	11174100-552110	SF	MATERIALS/SUPPLIES-OPERATIO	\$134.22	0
<b>RITEWAY PEST CONTROL, INC.</b>									
<b>1416</b>									
401890	RITEWAY PEST CONTROL, INC.	ELMHURST	20241876	07/20/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$155.00	0
401891	RITEWAY PEST CONTROL, INC.	ELMHURST	20241876	07/20/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$155.00	0
401892	RITEWAY PEST CONTROL, INC.	ELMHURST	20241876	07/20/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$155.00	0

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403001	RITEWAY PEST CONTROL, INC.	ELMHURST	20241876	07/20/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$95.00	0
403002	RITEWAY PEST CONTROL, INC.	ELMHURST	20241876	07/31/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$95.00	0
403003	RITEWAY PEST CONTROL, INC.	ELMHURST	20241876	07/31/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$95.00	0
403129	PEST CONTROL	ELMHURST	20241956	07/31/2024	11040110-542110	PD	R&M BUILDING	\$125.00	0
403130	PEST CONTROL	ELMHURST	20240144	07/31/2024	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$175.00	0
403131	JULY SERVICE	ELMHURST	20241814	07/31/2024	11050440-549990	FN	OTHER CONTRACTUAL SERVICE	\$175.00	0
<b>1,225.00</b>									
<b>RKD CONSTRUCTION SUPPLIES</b>									
<b>6908</b>									
1-702900	STREETS DIV STOCK	NORTHLAKE	20241751	07/05/2024	11050420-542810	PW	R & M PAVEMENT	\$56.45	0
1/691970	STREET TOOLS	NORTHLAKE	20241793	04/05/2024	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$31.50	0
1/705890	STREET MATERIALS	NORTHLAKE	20241927	07/26/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$120.40	0
<b>208.35</b>									
<b>ROCK VALLEY PUBLISHING, LLC</b>									
<b>6022</b>									
455701	ROCK VALLEY PUBLISHING LLC	MACHESNEY P.	20241925	06/15/2024	11060110-541140	CD	LEGAL NOTICES	\$83.13	0
455702	ROCK VALLEY PUBLISHING LLC	MACHESNEY P.	20241925	06/15/2024	11060110-541140	CD	LEGAL NOTICES	\$90.25	0
455703	ROCK VALLEY PUBLISHING LLC	MACHESNEY P.	20241925	06/15/2024	11060110-541140	CD	LEGAL NOTICES	\$116.38	0
455704	ROCK VALLEY PUBLISHING LLC	MACHESNEY P.	20241925	06/15/2024	11060110-541140	CD	LEGAL NOTICES	\$118.75	0
455705	ROCK VALLEY PUBLISHING LLC	MACHESNEY P.	20241925	06/15/2024	11060110-541140	CD	LEGAL NOTICES	\$99.75	0
<b>508.26</b>									
<b>ROESCH FORD</b>									
<b>486</b>									
155922	ROESCH FORD	SENSENVILLE	20241883	04/26/2024	11060640-542410	CD	R&M VEHICLES	\$3.46	0
157828	MULTI DIV VEHICLES	SENSENVILLE	20241777	07/01/2024	51050540-542410	PW	R&M VEHICLES	\$373.87	0
158032	MULTI DIV VEHICLES	SENSENVILLE	20241777	07/06/2024	51050540-542410	PW	R&M VEHICLES	\$93.47	0
158034	REPLACE PARTS-SQUAD #304-INV	SENSENVILLE	20241776	07/06/2024	11040110-542410	PD	R&M VEHICLES	\$483.08	0
158092	MULTI DIV VEHICLES	SENSENVILLE	20241777	07/10/2024	11050430-542410	PW	R&M VEHICLES	\$60.63	0
158093	MULTI DIV VEHICLES	SENSENVILLE	20241777	07/10/2024	11050430-542410	PW	R&M VEHICLES	\$38.27	0
1F65F5KN7R0A006	R-75-2023, PW VEHICLE PURCHASE	SENSENVILLE	20240130	08/04/2024	31580490-595000	PW	CAPITAL OUTLAY-FLEET	\$85,828.00	0
1FTBF2BA1REE35	R-32-2024 - PURCHASE OF PW & PD	SENSENVILLE	20240517	08/02/2024	31580490-595000	PW	CAPITAL OUTLAY-FLEET	\$50,318.00	0
1FTBF2BA3REE32	R-32-2024 - PURCHASE OF PW & PD	SENSENVILLE	20240517	08/02/2024	31580490-595000	PW	CAPITAL OUTLAY-FLEET	\$50,318.00	0
1FTBR2C81RKB00	R-32-2024 - PURCHASE OF PW & PD	SENSENVILLE	20240517	08/02/2024	31580490-595000	PW	CAPITAL OUTLAY-FLEET	\$55,968.00	0
1FTFW5LD0RFB04	R-32-2024 - PURCHASE OF PW & PD	SENSENVILLE	20240517	07/26/2024	31580490-595000	PW	CAPITAL OUTLAY-FLEET	\$67,498.00	0
2023 SALES TX INI SALES TAX INCENTIVE		SENSENVILLE	20241721	07/28/2024	11030110-566890	FN	DEVELOPER REIMBURSEMENTS	\$195,005.76	0
<b>505,988.54</b>									
<b>RONCO INDUSTRIAL SUPPLY COMPAI</b>									
<b>58</b>									
6089292-1	TRASH CAN LNRS/PAPER TOWELS	SENSENVILLE	20241773	07/24/2024	11040110-552125	PD	MATERIALS/SUPPLIES-CLEANING	\$338.10	0



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<b>ROWELL CHEMICAL CORPORATION</b>									
<b>2068</b>								<b>338.10</b>	
1407439	EMERGENCY PURCHASE - SOLE S	CHICAGO	20241763	07/05/2024	51050570-554120	PW	CHEMICALS	\$5,500.00	0
<b>RP ADMIN</b>									
<b>1163</b>								<b>5,500.00</b>	
JULY 2024	JULY 2024 INSURANCE PREMIUMS	DEERFIELD	20241813	07/31/2024	11000000-214110	AD	PAYROLL DEDUCTN-HEALTH INS	\$185,965.93	9007986
JULY 2024	JULY 2024 INSURANCE PREMIUMS	DEERFIELD	20241813	07/31/2024	11000000-214120	AD	PAYROLL DEDUCTN-LIFE INS	\$925.60	9007986
JULY 2024	JULY 2024 INSURANCE PREMIUMS	DEERFIELD	20241813	07/31/2024	11000000-214160	AD	PAYROLL DEDUCTN-DENTAL INS	\$9,269.98	9007986
JULY 2024	JULY 2024 INSURANCE PREMIUMS	DEERFIELD	20241813	07/31/2024	11000000-214170	AD	PAYROLL DEDUCTN-VISION	\$251.00	9007986
<b>SCHROEDER ASPHALT SERVICES, INC</b>									
<b>1651</b>								<b>196,412.51</b>	
2024-242	R-55-2024, EASTVIEW RDWY RECO	HUNTLEY	20240948	07/26/2024	37980810-596000	PW	CAPITAL CONSTRUCTION	\$153,879.14	0
<b>SIMPLE SANITATION INC</b>									
<b>2161</b>								<b>153,879.14</b>	
134978	INV# 134978 PORTABLE TOILET SEF	ELMHURST	20241858	07/01/2024	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$460.00	0
135144	INV# 134978 PORTABLE TOILET SEF	ELMHURST	20241858	07/01/2024	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$230.00	0
135778	INV# 134978 PORTABLE TOILET SEF	ELMHURST	20241858	07/01/2024	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$120.00	0
<b>SITEONE LANDSCAPE SUPPLY, LLC</b>									
<b>1225</b>								<b>810.00</b>	
142198839-001	ROW RESTORATIONS	ROSWELL	20241779	07/19/2024	51050540-552520	PW	WATER MAIN PARTS	\$258.26	0
143034571-001	ROW RESTORATIONS	ROSWELL	20241779	07/19/2024	51050540-542811	PW	R&M RIGHT OF WAY	\$267.97	0
143222698-001	ROW RESTORATION MATERIAL	ROSWELL	20241913	07/25/2024	51050540-542811	PW	R&M RIGHT OF WAY	\$698.72	0
<b>SMG SECURITY SYSTEMS, INC.</b>									
<b>4295</b>								<b>1,224.95</b>	
177791	INV# 177791 BA SERVICE 5/1/24-4/3	ELK GROVE VIL	20241860	05/12/2024	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$125.40	0
<b>SONY PICTURES ENTERTAINMENT</b>									
<b>6524</b>								<b>125.40</b>	
BAD BOYS: R.O.D . MOVIE RENTAL FEES - BAD BOYS:	DALLAS		20241962	07/28/2024	11070790-547910	SF	MOVIE RENTAL FEES	\$70.84	0
BAD BOYS:RIDE O MOVIE RENTAL FEES - BAD BOYS:	DALLAS		20241873	07/21/2024	11070790-547910	SF	MOVIE RENTAL FEES	\$117.94	0
GARFIELD M FEES MOVIE RENTAL FEES - THE GARFIE	DALLAS		20241756	07/14/2024	11070790-547910	SF	MOVIE RENTAL FEES	\$143.23	0
THE GARFIELD WI MOVIE RENTAL FEES - THE GARFIE	DALLAS		20241862	07/07/2024	11070790-547910	SF	MOVIE RENTAL FEES	\$148.23	0

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<b>4236</b>	<b>STANDARD EQUIPMENT CO.</b>							<b>480.24</b>	
P50662	VEHICLE 278	CHICAGO	20241790	07/17/2024	11050420-542410	PW	R & M VEHICLES	\$629.57	0
<b>9227</b>	<b>STAPLES CONTRACT &amp; COMMERCIAL</b>							<b>629.57</b>	
6005892372	FINANCE SUPPLIES	FRAMINGHAM	20241801	07/30/2024	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$164.43	0
6005892373	FINANCE OFFICE SUPPLIES	FRAMINGHAM	20241651	07/30/2024	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$129.67	0
6005892374	STAPLES	FRAMINGHAM	20241886	07/30/2024	11060110-551110	CD	MATERIALS/SUPPLIES-ADMIN	\$203.96	0
6005892461	INV# 6005976183 VACUUM BELTS	FRAMINGHAM	20241864	07/30/2024	11070790-542112	SF	R & M BUILDING-CLEANING	\$145.24	0
6005976183	INV# 6005976183 VACUUM BELTS	FRAMINGHAM	20241864	07/30/2024	11174100-542112	SF	R&M BUILDING-CLEANING	\$337.00	0
6005976184	INV# 6005976183 VACUUM BELTS	FRAMINGHAM	20241864	07/30/2024	11174100-542112	SF	R&M BUILDING-CLEANING	\$5.99	0
6005976185	INV# 6005976183 VACUUM BELTS	FRAMINGHAM	20241864	07/30/2024	11174100-542112	SF	R&M BUILDING-CLEANING	\$399.21	0
6006072406	OFFICE SUPPLIES-INV #6006072406	FRAMINGHAM	20241864	07/30/2024	11174100-542112	SF	R&M BUILDING-CLEANING	\$52.06	0
6006072463	OFFICE SUPPLIES	FRAMINGHAM	20241958	07/30/2024	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$88.38	0
6006072464	OFFICE SUPPLIES	FRAMINGHAM	20241928	07/30/2024	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$31.28	0
			20241928	07/30/2024	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$111.13	0
								<b>1,668.35</b>	
<b>13020</b>	<b>STATE DISBURSEMENT UNIT</b>								
6.21.24	CHILD SUPPORT PR WH	CAROL STREAN	20241735	07/21/2024	11000000-217500	FN	PAYROLL DEDUCTN-COURT ORD	\$435.69	9007975
7.5.24	CHILD SUPPORT PR WH	CAROL STREAN	20241910	08/04/2024	11000000-217500	FN	PAYROLL DEDUCTN-COURT ORD	\$435.69	9007989
								<b>871.38</b>	
<b>3008</b>	<b>SUBURBAN LABORATORIES INC.</b>								
225839	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	07/10/2024	51050570-543510	PW	LABORATORY TESTING	\$18.60	0
225839	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	07/10/2024	51050577-543510	PW	LABORATORY TESTING	\$34.96	0
225875	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	07/12/2024	51050570-543510	PW	LABORATORY TESTING	\$18.60	0
225875	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	07/12/2024	51050577-543510	PW	LABORATORY TESTING	\$34.96	0
226003	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	07/18/2024	51050570-543510	PW	LABORATORY TESTING	\$18.60	0
226003	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	07/18/2024	51050577-543510	PW	LABORATORY TESTING	\$34.96	0
226057	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	07/20/2024	51050570-543510	PW	LABORATORY TESTING	\$111.22	0
226057	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	07/20/2024	51050577-543510	PW	LABORATORY TESTING	\$209.11	0
226113	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	07/24/2024	51050570-543510	PW	LABORATORY TESTING	\$18.60	0
226113	R-157-2023 W.W. SAMPLING & ANAI	GENEVA	20240159	07/24/2024	51050577-543510	PW	LABORATORY TESTING	\$34.96	0
226321	COLIFORM - LAB TESTING	GENEVA	20241922	07/28/2024	51050550-543510	PW	LABORATORY TESTING	\$1,044.20	0
								<b>1,578.77</b>	

# EXPENDITURE APPROVAL LIST

**FOR CHECKS DATED: 7/16/2024**

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
<b>SUMMERS, EVAN K. (E)</b> <b>1266</b>	7632268-AMAZON AMAZON ORDER 7632268 REIMBUR	DOWNERS GR		08/07/2024	11020110-522110	FN	EXPENSE REIMBURSEMENT	\$220.00	0
<b>TEAM SPORT PRO LTD</b> <b>1033</b>	5-5535 INV# 5-5535 HOME PLATE W/ WOOD 5-5575 INV# 5-5535 HOME PLATE W/ WOOD	GLENVIEW	20241854 20241854	05/15/2024 07/05/2024	11070720-542310 11070720-542310	SF	R & M EQUIPMENT R & M EQUIPMENT	\$248.00 \$785.00	0 0
<b>TERMINAL SUPPLY, CO.</b> <b>10895</b>	44362-00 SHOP SUPPLIES	TROY	20241794	07/14/2024	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$162.94	0
<b>TERRACE SUPPLY COMPANY</b> <b>3012</b>	0001060656 2024 CYLINDER RENTAL - ALL DIV 0001060656 2024 CYLINDER RENTAL - ALL DIV 0001060656 2024 CYLINDER RENTAL - ALL DIV	ITASCA ITASCA ITASCA	20240685 20240685 20240685	07/30/2024 07/30/2024 07/30/2024	11050420-548110 11050490-548110 51050560-548110	PW PW PW	RENTAL & LEASE-EQUIPMENT RENTAL & LEASE-EQUIPMENT RENTAL & LEASE PURCHASE	\$24.67 \$24.68 \$24.75	0 0 0
<b>THE BANK OF NEW YORK MELLON</b> <b>9765</b>	SERIES 2013A 04 INTEREST GO BONDS SERIES 2013	DALLAS	20241725	05/17/2024	33990920-716100	FN	DEBT SERVICE - INTEREST	\$4,407.50	9007970
<b>THE CINCINNATI LIFE INSURANCE CO</b> <b>1637</b>	JULY 2024 LIFE INSURANCE	CINCINNATI	20241799	07/28/2024	11000000-214140	FN	PAYROLL DEDUCTN CIN LIFE	\$932.02	0
<b>THOMAS A. MOLLOY, LTD.</b> <b>1454</b>	240049 EDWARD J. MOLLOY AND ASSOCIA	BENSENVILLE	20241780	07/24/2024	11060110-532100	CD	PROFESSIONAL SERVICES	\$695.00	0
<b>THOMAS ENGINEERING GROUP LLC</b> <b>1988</b>	24-236 R-39-2024-ENGINEERING SERVICE: 24-236 R-39-2024-ENGINEERING SERVICE: 24-236 R-39-2024-ENGINEERING SERVICE:	OAK PARK OAK PARK OAK PARK	20240522 20240522 20240522	07/11/2024 07/11/2024 07/11/2024	31080810-536515 37980850-536515 51080860-536515	PW PW PW	ENG SVC - PROJECT MANAGEMEN ENG SVC - PROJECT MANAGEMEN ENG SVC - PROJECT MANAGEMEN	\$1,120.47 \$20,373.45 \$26,000.00	0 0 0
								<b>46,493.92</b>	

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<b>THOMAS HERRERA LANDSCAPING</b>									
1554	THOMAS HERRERA LANDSCAPING								
JUNE 2024	SENIOR GRASS CUTTING - JUNE	NORTHLAKE	20241931	07/26/2024	11010010-571011	PW	CITIZEN EDUCATION PROGRAM	\$3,450.00	0
<b>THOMPSON ELEVATOR</b>									
3981	THOMPSON ELEVATOR								
24-1150	THOMPSON ELEVATOR INSPECTIC	MT PROSPECT	20241880	07/07/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$150.00	0
24-1330	THOMPSON ELEVATOR	MT PROSPECT	20241923	08/02/2024	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$50.00	0
<b>T-MOBILE</b>									
10053	T-MOBILE								
986411780-0624	SERVICE DATES 5/21/24-6/20/24	CINCINNATI	20241819	07/28/2024	11020180-541310	FN	COMMUNICATION-PHONES (WIRE	\$41.20	0
993457994-0624	WIRELESS ROUTER FOR CHURCH	CINCINNATI	20240123	07/01/2024	51050550-549990	PW	OTHER CONTRACTUAL SERVICES	\$32.80	0
<b>TOSCAS LAW GROUP LLC</b>									
1649	TOSCAS LAW GROUP LLC								
060724-061424	ADMIN HEARINGS BY MAIL	PALOS HEIGHT	20241891	07/20/2024	11040110-533100	AD	LEGAL SERVICES	\$320.00	0
061324	ADMIN HEARINGS - BUILDING & ML	PALOS HEIGHT	20241892	07/13/2024	11040110-533100	AD	LEGAL SERVICES	\$550.00	0
061324-TOW	ADMIN HEARINGS - BUILDING & ML	PALOS HEIGHT	20241892	07/13/2024	11040110-533100	AD	LEGAL SERVICES	\$650.00	0
062024	ADMIN HEARINGS - PARKING & OR	PALOS HEIGHT	20241894	07/21/2024	11040110-533100	AD	LEGAL SERVICES	\$500.00	0
062024 TRAFFIC	ADMIN HEARINGS - PARKING & OR	PALOS HEIGHT	20241894	07/21/2024	11040110-533100	AD	LEGAL SERVICES	\$225.00	0
062024-062724	ADMIN HEARINGS BY MAIL	PALOS HEIGHT	20241893	07/31/2024	11040110-533100	AD	LEGAL SERVICES	\$320.00	0
<b>TOTAL PARKING SOLUTIONS, INC</b>									
13180	TOTAL PARKING SOLUTIONS, INC								
106855	METRA WBOFFICE CMS MONITOF	DOWNERS GR	20241822	07/27/2024	58050590-542310	FN	R & M-MATERIALS & EQUIPMENT	\$960.00	0
<b>TRAFFIC CONTROL &amp; PROTECTION</b>									
5662	TRAFFIC CONTROL & PROTECTION								
5775	STREET SIGN SUPPLIES	BARTLETT	20241748	07/10/2024	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$200.00	0
<b>TRAFFIC SAFETY STORE</b>									
2226	TRAFFIC SAFETY STORE								
INV910204	6 CASES OF FLARES (36 EA.)-INV #	WEST CHESTEI	20241710	06/29/2024	11040340-554610	PD	SMALL TOOLS & EQUIPMENT	\$814.63	0
INV910205	10 28' ORANGE TRAFFIC CONES-IN	WEST CHESTEI	20241709	06/29/2024	11040340-554610	PD	SMALL TOOLS & EQUIPMENT	\$233.14	0
<b>TREASURY DIRECT</b>									
11906	TREASURY DIRECT								
								1,047.77	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
6.21.24	SAVINGS BONDS PR WH		20241734	07/21/2024	11000000-213400	FN	PAYROLL DEDUCTN-SAVINGS BO	\$25.00	9007978
7.5.24	SAVINGS BONDS PR WH		20241940	08/04/2024	11000000-213400	FN	PAYROLL DEDUCTN-SAVINGS BO	\$25.00	9008000
<b>TRIA ARCHITECTURE INC</b>									
<b>1862</b>								<b>50.00</b>	
5203	R-145-2023 - SENIOR CENTER OVEI	BURR RIDGE	20240233	07/24/2024	31080800-536515	PW	ENG SVC - PROJECT MANAGEMEN	\$4,620.00	0
<b>TRU-GREEN</b>									
<b>11157</b>								<b>4,620.00</b>	
194167320	INV# 194167493 LAWN SERVICE - N	WHEELING	20241865	07/07/2024	11070720-548990	SF	OTHER CONTRACTUAL SERVICE	\$229.84	0
194167493	INV# 194167493 LAWN SERVICE - N	WHEELING	20241865	07/07/2024	11070720-548990	SF	OTHER CONTRACTUAL SERVICE	\$353.60	0
<b>U.S. UPFITTERS / INLAD</b>									
<b>1483</b>								<b>583.44</b>	
108202	MULTI DIV VEHICLE	LOMBARD	20241781	07/17/2024	51050570-542410	PW	R&M VEHICLES	\$630.72	0
108207	MULTI DIV VEHICLE	LOMBARD	20241781	07/17/2024	11050110-542410	PW	R&M VEHICLES	\$560.24	0
<b>U/LINE</b>									
<b>11277</b>								<b>1,190.96</b>	
179618752	INV# 179618752 MISC SUPPLIES - H	CHICAGO	20241866	07/19/2024	11070750-577122	SF	COMMUNITY CENTER	\$488.45	0
<b>UMB BANK, F/B/O PLANMEMBER</b>									
<b>1346</b>								<b>488.45</b>	
6.21.24	PLAN MEMBER PR WH	SHAWNEE MIS	20241728	07/21/2024	11000000-213600	FN	PAYROLL DEDUCTN-PLAN MEMB	\$607.18	9007972
7.5.24	PLAN MEMBER PR WH	SHAWNEE MIS	20241903	08/04/2024	11000000-213600	FN	PAYROLL DEDUCTN-PLAN MEMB	\$607.18	9007993
<b>UNDERGROUND PIPE &amp; VALVE CO.</b>									
<b>4096</b>								<b>1,214.36</b>	
066633-02	HYDRANT PARTS	PLAINFIELD	20241789	07/21/2024	51050540-552520	PW	WATER MAIN PARTS	\$400.00	0
066634-01	HYDRANT PARTS	PLAINFIELD	20241789	07/21/2024	51050540-552520	PW	WATER MAIN PARTS	\$610.00	0
067108	HYDRANT PARTS	PLAINFIELD	20241746	07/06/2024	51050540-552520	PW	WATER MAIN PARTS	\$160.00	0
067108-01	HYDRANT PARTS	PLAINFIELD	20241789	07/18/2024	51050540-552520	PW	WATER MAIN PARTS	\$320.00	0
<b>UNITED REFRIGERATION, INC.</b>									
<b>1342</b>								<b>1,490.00</b>	
96748518-00	INV# 96748518-00 BROWNING V-BE	DALLAS	20241856	07/13/2024	11070760-542110	SF	R&M BUILDING	\$19.36	0
								<b>19.36</b>	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
<b>USABLUBOOK</b>									
<b>6491</b>									
INV00228264	WWTP SUPPLIES	GURNEE	20241749	01/20/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$53.25	0
INV00228479	WWTP SUPPLIES	GURNEE	20241749	01/20/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$17.75	0
INV00396296	MULTI DIV - SUPPLIES	GURNEE	20241792	07/17/2024	51050570-552550	PW	LAB SUPPLIES	\$147.60	0
INV00396300	MULTI DIV - SUPPLIES	GURNEE	20241792	07/17/2024	51050570-552550	PW	LAB SUPPLIES	\$352.12	0
INV00399965	MULTI DIV - SUPPLIES	GURNEE	20241792	07/20/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$752.41	0
INV00400378	MULTI DIV - SUPPLIES	GURNEE	20241792	07/20/2024	51050570-552550	PW	LAB SUPPLIES	\$469.82	0
INV00406778	UTILITIES CHEMICALS / STOCK	GURNEE	20241926	07/27/2024	51050550-554120	PW	CHEMICALS	\$1,347.75	0
INV00407521	UTILITIES CHEMICALS / STOCK	GURNEE	20241926	07/27/2024	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$52.04	0
<b>UTILITY DYNAMICS CORP.</b>									
<b>5881</b>									
0702-3174	R-134-2023 CDBG ANNUAL STREET	OSWEGO	20240715	08/01/2024	31080810-596000	PW	CAPITAL CONSTRUCTION	\$103,936.77	0
<b>VERIZON WIRELESS</b>									
<b>11240</b>									
442003865-00001-C	SERVICE DATES 5/24/24-6/23/24	LEHIGH VALLE	20241824	07/23/2024	11020180-541315	FN	CELL PHONE SERVICE & EQUIPME	\$3,552.75	0
442003865-00002-C	SERVICE DATES 5/24/24-6/23/24	LEHIGH VALLE	20241823	07/23/2024	11020180-541315	FN	CELL PHONE SERVICE & EQUIPME	\$196.35	0
442003865-00003-C	SERVICE DATES 5/24/24-6/23/24	LEHIGH VALLE	20241823	07/23/2024	11020180-541315	FN	CELL PHONE SERVICE & EQUIPME	\$171.25	0
585520014-0001-0C	SERVICE DATES 5/20/24-6/19/24	LEHIGH VALLE	20241908	07/19/2024	11040380-542100	FN	MAINTENANCE AGREEMENTS	\$563.28	0
<b>VIKING CHEMICAL CO</b>									
<b>2214</b>									
165560	R-149-2023, ALUMIN SULFATE - WW	ROCKFORD	20241507	07/24/2024	51050550-549990	PW	OTHER CONTRACTUAL SERVICES	\$2,490.40	0
<b>VILLAGE OF ADDISON</b>									
<b>4323</b>									
2025-00050002	DISPATCH SERV JULY-DEC24-INV #	ADDISON	20241804	07/17/2024	11040380-571010	PD	INTERGOVT PROG/CONTRIB.	\$185,277.50	0
<b>VILLAGE OF BENSENVILLE</b>									
<b>3100</b>									
6.21.24	POLICE PENSION PR WH		20241766	07/21/2024	11000000-212140	FN	PAYROLL DEDUCTN-POL PENSIOI	\$13,938.87	9007980
7.5.24	POLICE PENSION PR WH		20241938	08/04/2024	11000000-212140	FN	PAYROLL DEDUCTN-POL PENSIOI	\$13,938.87	9007999
<b>VILLAGE OF ITASCA</b>									
<b>2060</b>									
INV009928	CPKC COALITION	ITASCA	20241896	07/24/2024	11010010-532810	AD	PROJECT MANAGEMENT SERVICE	\$6,064.11	0

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<b>WALT DISNEY STUDIOS MOTION PICT</b>										
<b>7086</b>	INSIDE OUT WK2	MOVIE RENTAL FEES - INSIDE OUT	DALLAS	20241963	07/28/2024	11070790-547910	SF	MOVIE RENTAL FEES	\$854.39	0
								<b>854.39</b>		
<b>WAREHOUSE DIRECT, INC.</b>										
<b>1077</b>										
5734079-0	OFFICE SUPPLIES	DES PLAINES	20241912	07/05/2024	11050490-552130	PW	MATERIALS/SUPPLIES-VEHICLES	\$257.40	0	
5734328-0	OFFICE SUPPLIES	DES PLAINES	20241912	07/05/2024	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$249.27	0	
5747092-0	CLEANING SUPPLIES	DES PLAINES	20241871	07/27/2024	11070790-542112	SF	R & M BUILDING-CLEANING	\$322.54	0	
5747097-0	CLEANING SUPPLIES	DES PLAINES	20241871	07/27/2024	11174100-542112	SF	R&M BUILDING-CLEANING	\$409.94	0	
5747142-0	DISPENSER KEYS	DES PLAINES	20241871	08/01/2024	11174100-542112	SF	R&M BUILDING-CLEANING	\$5.20	0	
5751580-0	OFFICE SUPPLIES	DES PLAINES	20241942	08/08/2024	11020110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$120.66	0	
5751580-0	OFFICE SUPPLIES	DES PLAINES	20241942	08/08/2024	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$59.02	0	
								<b>1,424.03</b>		
<b>WARNER BROTHERS DISTRIBUTING</b>										
<b>6503</b>										
FURIOSA:A.M.M.S	MOVIE RENTAL FEES - FURIOSA: A	ATLANTA	20241861	07/21/2024	11070790-547910	SF	MOVIE RENTAL FEES	\$57.59	0	
								<b>57.59</b>		
<b>WENTWORTH TIRE - BENSENVILLE</b>										
<b>3510</b>										
40078779	MULTI VEH TIRES	BENSENVILLE	20241745	07/05/2024	11050420-542410	PW	R & M VEHICLES	\$177.50	0	
40078989	MULTI VEH TIRES	BENSENVILLE	20241745	07/13/2024	11050420-542410	PW	R & M VEHICLES	\$180.72	0	
40079300	VEHICLE 278	BENSENVILLE	20241788	07/21/2024	11050420-542410	PW	R & M VEHICLES	\$59.00	0	
								<b>417.22</b>		
<b>WESTBROOK STRATEGIC CONSULTA</b>										
<b>1198</b>										
286	STRATEGIC CONSULTING	WESTCHESTER	20241889	07/31/2024	11020110-532810	AD	PROJECT MANAGEMENT SERVICE	\$3,750.00	0	
								<b>3,750.00</b>		
<b>WEX BANK</b>										
<b>996</b>										
97739650	DEF PURCHASE	CAROL STREAM	20241714	07/15/2024	11050440-554110	FN	FUEL/GAS/OIL	\$32.46	9007967	
								<b>32.46</b>		
<b>WGNAM</b>										
<b>2221</b>										
651355-2	WGN YOUR HOMETOWN SPONSOF	CHICAGO	20241541	07/30/2024	11070760-541145	AD	ADVERTISING	\$140.00	0	
651355-2	WGN YOUR HOMETOWN SPONSOF	CHICAGO	20241541	07/30/2024	11070790-541145	AD	ADVERTISING	\$140.00	0	
651355-2	WGN YOUR HOMETOWN SPONSOF	CHICAGO	20241541	07/30/2024	11174100-541145	AD	ADVERTISING	\$140.00	0	

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651355-2	WGN YOUR HOMETOWN SPONSOR	CHICAGO	20241541	07/30/2024	11060110-576010	AD	ECONOMIC DEVELOPMENT INITIA	\$420.00	0
<b>ZIONS BANCORPORATION, NATIONAL</b>									
<b>2209</b>									
2014B 062024	2014B ESCROW AGREEMENT	SALT LAKE CIT	20241949	07/12/2024	41000000-111025	FN	ZIONS BANK-2014B SINKING FUNIC	\$22,500.00	9008003
2014B ESCROW	2014B ESCROW AGREEMENT	SALT LAKE CIT	20241803	07/28/2024	41000000-111025	FN	ZIONS BANK-2014B SINKING FUNIC	\$96,035.08	9007985
								<b>118,535.08</b>	

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CHECK TOTAL: 2,359,213.21

WIRE/MANUAL TOTAL: 1,858,741.47

**EXPENDITURE TOTAL: 4,217,954.68**



**TYPE:**Ordinance**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**July 16, 2024**DESCRIPTION:**

Ordinance Amending the Bensenville Village Code Title 3 - Chapter 3 - Liquor Regulations Reducing the Number of Class B Liquor Licenses from Seven (7) to Six (6).

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

N/A

**DATE:**

N/A

**BACKGROUND:**

Section 3-3-5B.3 of the Bensenville Village Code limits the number of Class B liquor licenses issued and outstanding to 7. Class B licenses authorize the retail sale of liquor not for consumption on the premises.

**KEY ISSUES:**

Highland Park CVS, LLC DBA CVS/Pharmacy #4995 located at 700 West Irving Park Road closed in June 2024 and was a holder of a Class B liquor license. The Premise has been vacant for longer that 30 days.

Pursuant to Village Code Section 3-3-8 the liquor license is now vacated and therefore left outstanding.

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

**ALTERNATIVES:**

Discretion of the Board.

**RECOMMENDATION:**

Staff recommends approval of the Ordinance reducing the number of Class B liquor licenses from 7 to 6.

**BUDGET IMPACT:**

Forfeiture of the \$2,300 annual fee for Class B liquor licenses.

**ACTION REQUIRED:**

Board approval of the Ordinance reducing the number of Class B liquor licenses from 7 to 6.

**ATTACHMENTS:****Description**

LL\_Reduction\_Class\_B\_CVS

**Upload Date**

6/26/2024

**Type**

Cover Memo

**Ordinance \_\_\_\_\_**

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

**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 two (2) class B licenses and the deletion of one (1) class F license; the following language shall be inserted in lieu thereof:

“B. Class B:

6. There shall be no more than six (6) class B 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 16th day July, 2024.

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

ATTEST:

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

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

NAYS: \_\_\_\_\_

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

**TYPE:**Ordinance**SUBMITTED BY:**M. Ribando**DEPARTMENT:**Village Manager**DATE:**July 16, 2024**DESCRIPTION:**

Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Approving a Police Chief Employment Agreement

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

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

**COMMITTEE ACTION:**

N/A

**DATE:****BACKGROUND:**

Dan Schulze has served the Village as Police Chief under a previous employment agreement.

**KEY ISSUES:**

- The Village has asked the Police Chief to stay on through the current term of the Village President and is incorporated into this agreement.
- Through this agreement, the Police Chief continues to waive all health, disability, life insurance, and retirement benefits while reimbursing him for suitable supplemental Medicare insurance as necessary.
- The Village and Dan Schulze find this employment agreement to be the most effective way to retain the statutory duties of the Police Chief.

**ALTERNATIVES:**

Discretion of the Board.

**RECOMMENDATION:**

Staff is requesting approval of the Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Approving a Police Chief Employment Agreement.

**BUDGET IMPACT:**

The costs associated with this employment agreement shall be made available through the annual budget process.

**ACTION REQUIRED:**

Approval of the Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Approving a Police Chief Employment Agreement.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Ordinance	7/11/2024	Cover Memo
Agreement	7/11/2024	Cover Memo

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

AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE  
AND COOK COUNTIES, ILLINOIS APPROVING A POLICE  
CHIEF EMPLOYMENT AGREEMENT

---

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

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

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

**Section 2.** The Police Chief Employment Agreement by and between the Village of Bensenville, DuPage and Cook Counties, Illinois and Dan Schulze (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 Village Board, with any and all such changes, substantive or otherwise, as may be authorized by the Village Manager or Village Attorney, the execution thereof by the Village Manager to constitute the approval by the Village of any and all changes or revisions therein contained.

**Section 3.** The Village Manager is hereby authorized to undertake such action as necessary to provide for the appointment of the Police Chief, and further directed to provide for the execution of the Agreement, as herein provided.

**Section 4.** The officials, officers, employees, and attorneys of the Village are hereby authorized to take such further actions 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 July 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

**POLICE CHIEF EMPLOYMENT AGREEMENT**

This Agreement (the “*Agreement*”) is made and entered into this \_\_\_\_\_ day of July 2024 (the “*Effective Date*”), by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation, (the “*Village*”) and Dan Schulze, (the “*Police Chief*”).

**WITNESSETH:**

**WHEREAS**, the Village desires to continue to employ the services of Dan Schulze as Police Chief of the Village of Bensenville; and

**WHEREAS**, it is the intent of the Board of Trustees of the Village to provide certain conditions of employment and to set working conditions of employment for the Police Chief; and

**WHEREAS**, Dan Schulze wants to continue employment as Police Chief of the Village; and

**WHEREAS**, the Village and Dan Schulze as parties to this Agreement wish to reduce the terms and conditions of the Police Chief's continued employment to writing.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

**Section 1. Employment and Duties**

The Village hereby agrees to continue to employ, as an appointed and “*at will*” employee, Dan Schulze as Police Chief of the Village, to perform the functions and duties specified in the Bensenville Village Code, and to perform such other legally permissible and proper duties and functions as the Village Manager or Board of Trustees shall, from time to time, assign to the Police Chief.

**Section 2. Term**



A. This Agreement shall become effective on the Effective Date of this Agreement and shall terminate on June 10, 2025, along with the employment of Dan Schulze as Police Chief, or on the last day of the current term of the Village President set to expire in June of 2025, whichever is latest in time or in accordance with Section 3 of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the Village Manager and Board of Trustees to terminate the services of the Police Chief at any time, subject only to the law and provisions set forth in Sections 3A or 3B of this Agreement.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the rights of the Police Chief to resign at any time from his position with the Village, subject only to the provisions set forth in Section 3C of this Agreement.

### **Section 3. Removal and Severance Pay**

A. The Village Manager and Board of Trustees may remove the Police Chief, without cause, and terminate this Agreement at any time. The Village Manager shall cause written notice of such action to remove the Police Chief to be served upon the Police Chief and Board of Trustees. Such action to remove the Police Chief and terminate this Agreement shall be effective as required by law, and the Police Chief shall continue to receive his regular compensation for fourteen (14) days from the date of such notice of termination, as severance pay (the "*Severance Pay*"), except as provided in Section 3B hereinafter, and will receive the value of his accrued vacation and sick leave, if any, as provided and subject to the limitations contained in the Village's Employee Handbook.

B. In the event the Police Chief is terminated for cause, as defined in this paragraph below, such termination shall be effective upon written notice to the Police Chief and as required by law, and the Village shall have no obligation to pay to the Police Chief the Severance Pay, as

described in Section 3A, or any other additional compensation, except for the value of his accrued vacation and sick leave, if any, as provided and subject to the limitations contained in the Village's Employee Handbook. "Cause" as used herein shall mean a breach of any of the provisions of this Agreement by the Police Chief; a breach of the Police Chief's duty to the Village; any act of dishonesty or fraud with respect to the Village or that which is likely to bring dishonor or disrepute to the position of Police Chief; or the Police Chief's failure to perform his duties to the Village. In addition, "cause" shall mean the commission by the Police Chief of a felony or any crime involving theft, dishonesty or moral turpitude; commission by the Police Chief of misfeasance or malfeasance in office, fraud, misappropriation or embezzlement involving property of the Village, or any other intentional wrongful acts which involve personal gain to the Police Chief or any other act which may cause harm to the Village's standing and reputation.

C. In the event the Police Chief voluntarily resigns his position with the Village, the Police Chief shall provide the Village fourteen (14) days written notice of his intent to resign in advance, unless the parties otherwise agree, and upon such resignation, the Police Chief shall not be entitled to Severance Pay, as described in Section 3A hereinabove.

D. The Police Chief expressly acknowledges that he has no entitlement to any additional severance benefits, other than those described in this Section 3, except that upon the Police Chief's separation from employment, the Police Chief will be entitled to receive the value of his accrued vacation and sick leave, if any, as provided and subject to the limitations contained in the Village's Employee Handbook.

#### **Section 4. Salary**

The Village agrees to pay the Police Chief for services rendered pursuant to this Agreement his current annual base salary as of the Effective Date of this Agreement to be distributed through

the normal payroll system. The Police Chief shall be eligible to receive salary increases, as determined by the Village Manager.

#### **Section 5. Performance Evaluation**

A. The Village Manager shall review and evaluate the performance of the Police Chief. This review and evaluation shall be in accordance with criteria developed jointly by the Police Chief and the Village Manager. The criteria may be added to or deleted from, as the Village Manager may, from time to time, determine. The Village Manager and the Police Chief shall periodically define such goals and performance objectives which they mutually determine necessary for the proper operation of the Police Department and the attainment of the Village Manager's policy objectives, shall further establish a relative priority among those various goals and objectives, and such goals and objectives shall be reduced to writing. Such goals shall generally be attainable within the time limitations as specified, and within the annual operating and capital budgets and appropriations that are provided.

#### **Section 6. Hours of Work**

The Police Chief is expected to maintain regular office hours, which shall generally follow those hours when the Village Hall is open to the public. In addition, the Police Chief shall be required to attend the committee of the whole, regular and special meetings of the Village Board, with the exception of vacations or other unforeseen circumstances (*e.g.*, illness). It is recognized that the Police Chief must devote time outside the normal office hours to the business of the Village, and to that end, the Police Chief shall be employed as a salaried, FLSA-exempt employee. The Police Chief agrees to perform whatever duties are required to sufficiently carry out those duties outside the normal working hours. The Police Chief may be allowed to vary his working hours as deemed appropriate by the Village Manager due to significant time devoted to Village

business outside the normal office hours of the Village.

#### **Section 7. Automobile and Cellular Telephone**

The Police Chief's duties require the use of an automobile, and the Village shall provide the use of a Village-owned automobile, fuel and I-Pass, if applicable, for such vehicle for use by the Police Chief on Village business, so long as the Police Chief remains employed with the Village pursuant to this Agreement. Such vehicle shall not be generally used by the Police Chief for personal travel. The Village further recognizes the need for the Police Chief to be reachable during such time as the Police Chief is not in the Police Station. Accordingly, the Police Chief shall be provided the use of a cellular telephone, at the Village's expense. The cellular telephone shall be returned to the Village immediately upon termination of the Police Chief's employment by the Village.

#### **Section 8. Vacation and Sick Leave**

The Police Chief shall be provided with vacation days and sick leave in accordance with the Village's Employee Handbook.

#### **Section 9. Health, Disability, Life Insurance and Retirement Benefits Waiver**

The Police Chief hereby agrees to waive and forego any health, dental, vision, short- or long-term disability or life insurance plan(s) of the Village but shall be provided a monthly reimbursement stipend for a supplemental health insurance policy obtained by the Police Chief; and the Police Chief further agrees to not apply for participation in any Village retirement or police pension plan, including the Illinois Municipal Retirement Fund (IMRF). Participation in any other retirement plan shall be at the sole cost of the Police Chief without any contribution from the Village.

#### **Section 10. General Expenses**

A. The Village hereby agrees to pay the membership fees or expenses of the Police Chief for his membership and participation in national, state, or local professional police associations, but only after prior written approval of the Village Manager. In no event shall payment be made unless adequate funds for such payment have been previously budgeted.

B. The Village recognizes that certain other expenses of a non-personal and generally job-affiliated nature are incurred by the Police Chief, and hereby agrees to reimburse or to pay said verified general expenses ordinarily and necessarily incurred in the performance of his duties as Police Chief but only after written approval of the Village Manager. In no event shall reimbursement be made unless adequate funds for such reimbursement have been previously budgeted.

#### **Section 11. Indemnification**

The Village shall defend, save, hold harmless and indemnify the Police Chief against any tort, professional liability claims or demand or other legal action arising out of an alleged act or omission occurring in the performance of the Police Chief's duties as Police Chief, in accordance with and limited by applicable law. The Village may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

#### **Section 12. Bond**

The Village shall bear the full cost of any fidelity or other bonds required of the Police Chief under any law or ordinance.

#### **Section 13. Notices**

Notices pursuant to this Agreement shall be given by deposit and custody of the United States Postal Service, certified mail, postage pre-paid, return receipt required, addressed as follows:

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

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

If to Police Chief: Dan Schulze  
\_\_\_\_\_  
\_\_\_\_\_

Alternatively, notices required pursuant to this Agreement may be personally served on either party . Notice shall be deemed given as of the date of personal service or as of the post-marked date of such written notice in the course of transmission in the United States Postal Service, certified mail, return receipt required.

**Section 14. General Provisions**

- A. The text herein shall constitute the entire agreement between the parties.
- B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

*(Intentionally Left Blank)*

**IN WITNESS WHEREOF**, the Village of Bensenville has caused this Agreement to be signed and executed on its behalf by its Village Manager, and the Police Chief has signed and executed this Agreement, both in duplicate, on the Effective Date , in the County of DuPage, Illinois.

---

Dan Schulze

---

Village Manager

**TYPE:**

Resolution

**SUBMITTED BY:**

K. Pozsgay

**DEPARTMENT:**

CED

**DATE:**

06.18.24

**DESCRIPTION:**

Resolution Accepting a Purchase and Sale Agreement for 112 N Center St

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

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

**COMMITTEE ACTION:**

NA

**DATE:**

NA

**BACKGROUND:**

1. April 24, 2024, Village Board approved a resolution declaring 112 N Center St as surplus property.
2. The Village ordered an appraisal which showed a value of \$48,000 as of March 12, 2024.
3. The Village received one offer for the property from Manco Home Builders in the amount of \$48,000.
4. June 18, 2024, Village Board approved a letter of intent to purchase the property from Manco Home Builders.

**KEY ISSUES:**

1. Manco Home Builders intends to build a 2-unit building on the property.
2. Each unit will be approximately 3 bed, 2.5 bath, 2,000 square feet, two-story homes with basements, and a two car garage.
3. The Village will have 60 days to finalize the purchase and sale agreement with Manco Home Builders.

**ALTERNATIVES:**

Discretion of the Board

**RECOMMENDATION:**

Accept the Letter of Intent from Manco Home Builders subject to a purchase sale agreement and design review.

**BUDGET IMPACT:**

\$48,000 to General Fund. New home will increase the tax base.

**ACTION REQUIRED:**

Approval of the Resolution Accepting the Purchase and Sale Agreement for 112 N Center St.

**ATTACHMENTS:**

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	7/10/2024	Resolution Letter
Resolution R-94-2024	7/10/2024	Backup Material
Appraisal	6/12/2024	Backup Material
Purchase & Sale Agreement	7/10/2024	Backup Material



**RESOLUTION NUMBER \_\_\_\_\_**

**A RESOLUTION OF THE VILLAGE OF BENSENVILLE, DUPAGE  
AND COOK COUNTIES, ILLINOIS APPROVING A PURCHASE AND SALE  
AGREEMENT FOR THE VILLAGE OWNED VACANT PARCEL OF  
REAL PROPERTY AT 112 NORTH CENTER STREET**

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

**WHEREAS**, the Village is the owner of a parcel of vacant property in Bensenville, Illinois, commonly known as 112 North Center Street, identified by PIN 03-14-212-029-0000, that is a 7,966 square feet in size (the “*Property*”), which is legally described on Exhibit A, a copy of which is attached hereto and made a part hereof; and

**WHEREAS**, the Property is located in the R-3 Single-Unit Dwelling District, as identified and described in the Village of Bensenville Zoning Ordinance; and

**WHEREAS**, the Village President and Board of Trustees of the Village of Bensenville (the “*Corporate Authorities*”) found that the Property is no longer necessary, appropriate, required for the use of, profitable to or serve any viable use to the Village and that the sale of the Property will eliminate burdensome maintenance cost, provide needed funds and generate tax revenue in the future for use in the general fund of the Village; and

**WHEREAS**, the Corporate Authorities further determined that the Property serves no public use to the residents of the Village and is in the best interest of the health, safety, and welfare of Village residents to sell the Property; and

**WHEREAS**, 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code establishes procedures for the sale of municipal-owned surplus real property conducted by the staff of the Village after ascertaining the value of the surplus real estate by written appraisal and making said appraisal available for public inspection; and

**WHEREAS**, the Village ascertained a written appraisal of real property on the Property, dated March 15, 2024, which was prepared by John Arnold, a certified residential real estate appraiser, of A-Appraisals, 444 West Northwest Highway, Barrington, Illinois (the “*Appraisal*”), which determined that the appraised value of the Property was \$48,000.00; and

**WHEREAS**, on April 23, 2024, the Corporate Authorities adopted Resolution Number R-72-2024 entitled “*A Resolution of the Village of Bensenville, DuPage and Cook Counties, Illinois Declaring the Village Owned Vacant Parcel of Real Property at 112 North Center Street as Surplus Property and Authorize the Village Manager to Obtain Proposals for its Sale and Disposition and Direct the Village Clerk to Make Copies of the Appraisal Available to any Party;*” and

**WHEREAS**, on May 2, 2024, the Village published a “*Public Notice of Sale of Surplus Real Property at 112 North Center Street Owned by the Village of Bensenville*” with a copy of Resolution Number R-72-2024 in the Bensenville Independent Newspaper, a newspaper of general circulation in the Village, to advise any interested party that the Village was accepting proposals for the sale of the Property; and

**WHEREAS**, on or about May 28, 2024, the Village received a proposal for the purchase of the Property from Manco Home Builders, Incorporated in the amount of \$48,000.00, which is the appraised value of the Property (the “*Manco Proposal*”); and

**WHEREAS**, a proposal for the acquisition of the Property was submitted to the Village and the Director of Community & Economic Development reviewed and recommended to the Village Manager the Manco Proposal; and

**WHEREAS**, on June 18, 2024, the Corporate Authorities adopted Resolution Number R-94-2024 entitled “*A Resolution of the Village of Bensenville, DuPage and Cook Counties, Illinois Accepting a Proposal for the Village Owned Vacant Parcel of Real Property at 112 North Center Street for its Appraised Value and Authorize the Village Manager to Finalize the Terms of the Sale of the Property;*” and

**WHEREAS**, a purchase and sale agreement by and between the Village of Bensenville and Manco Home Builders, Incorporated was agreed to between the parties that provided for the sale and development of 112 North Center Street, Bensenville, Illinois; and

**WHEREAS**, the Corporate Authorities deem it advisable and in the best interest of the health, safety, and welfare of the residents of the Village to enter into the Agreement, as herein defined.

**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 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.** The Purchase and Sale Agreement by and between the Village of Bensenville and Manco Home Builders, Incorporated (the “*Agreement*”) for the property commonly known as 112 North Center Street, Bensenville, Illinois, a copy of which is attached

hereto and made a part hereof as Exhibit B, is hereby approved substantially in the form presented to the Village Board, with any and all such changes, substantive or otherwise, as may be authorized by the Village Manager or Village Attorney, the execution thereof by the Village President to constitute the approval by the Village of any and all changes or revisions therein contained.

**Section 3.** The officials, officers, employees, and attorneys of the Village are hereby authorized to take actions on the part of the Village as contained in this Resolution and the Agreement to complete satisfaction of the provisions, terms or conditions stated therein and to take such further additional action to prepare for and complete the sale of the Property, as contemplated herein.

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

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

**Section 6.** This Resolution shall be in full force and effect immediately after its passage, approval and publication as required 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.

APPROVED:

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

ATTEST:

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

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

NAYS: \_\_\_\_\_

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

Exhibit A

Legal Description of Property

LOT 22 IN BLOCK 2 IN HOMESTEAD, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1925 AS DOCUMENT 195710 IN DUPAGE COUNTY, ILLINOIS.

Address of Property: 112 North Center Street, Bensenville, Illinois 60106

Permanent Index Number: 03-14-212-029-0000

Exhibit B  
Agreement

**RESOLUTION NUMBER R-94-2024**

**A RESOLUTION OF THE VILLAGE OF BENSENVILLE, DUPAGE AND  
COOK COUNTIES, ILLINOIS ACCEPTING A PROPOSAL FOR THE VILLAGE  
OWNED VACANT PARCEL OF REAL PROPERTY AT 112 NORTH CENTER STREET  
FOR ITS APPRAISED VALUE AND AUTHORIZING THE VILLAGE MANAGER  
TO FINALIZE THE TERMS OF THE SALE OF THE PROPERTY**

---

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

**WHEREAS**, the Village is the owner of a parcel of vacant property in Bensenville, Illinois, commonly known as 112 North Center Street, identified by PIN 03-14-212-029-0000, that is a vacant lot and approximately 7,983 square feet in size (the “*Property*”), which is legally described on Exhibit A, a copy of which is attached hereto and made a part hereof; and

**WHEREAS**, the Property is located in the R-3 Single-Unit Dwelling District, as identified and described in the Village of Bensenville Zoning Ordinance; and

**WHEREAS**, the Village President and Board of Trustees of the Village of Bensenville (the “*Corporate Authorities*”) found that the Property is no longer necessary, appropriate, required for the use of, profitable to or serve any viable use to the Village and that the sale of the Property will eliminate burdensome maintenance cost, provide needed funds and generate tax revenue in the future for use in the general fund of the Village; and

**WHEREAS**, the Corporate Authorities further find that the Property serves no public use to the residents of the Village and is in the best interest of the health, safety, and welfare of Village residents to sell the Property; and



**WHEREAS**, 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code sets forth a procedure for the sale of municipal-owned surplus real property conducted by the staff of the Village after ascertaining the value of the surplus real estate by written appraisal and making said appraisal available for public inspection; and

**WHEREAS**, the Village ascertained a written appraisal of real property on the Property, dated March 15, 2024, which was prepared by John Arnold, of A-Appraisals, 444 W. Northwest Highway, Barrington, Illinois 60010 (the "*Appraisal*"), which determined that the appraised value of the Property was \$48,000.00; and

**WHEREAS**, on April 23, 2024, the Corporate Authorities adopted Resolution Number R-72-2024 entitled "*A Resolution of the Village of Bensenville, DuPage and Cook Counties, Illinois Declaring the Village Owned Vacant Parcel of Real Property at 112 North Center Street as Surplus Property and Authorize the Village Manager to Obtain Proposals for its Sale and Disposition and Direct the Village Clerk to Make Copies of the Appraisal Available to any Party;*" and

**WHEREAS**, On May 2, 2024, the Village published a "*Public Notice of Sale of Surplus Real Property at 112 North Center Street Owned by the Village of Bensenville*" with a copy of Resolution Number R-72-2024 in the Bensenville Independent Newspaper, a newspaper of general circulation in the Village, to advise any interested party that the Village was accepting proposals for the sale of the Property; and

**WHEREAS**, the Appraisal and Resolution Number R-72-2024 were also made available for inspection or copying in the office of the Village Clerk of the Village of Bensenville and on the Village's website to any interested party to allow for the review, analysis, and submission of a

proposal for the acquisition of the Property; and

**WHEREAS**, on May 28, 2024, the Village received a proposal for the purchase of the Property from Manco Home Builders, Village Park, Illinois, in the amount of \$48,000.00, which is the appraised value of the Property (the “*Manco Proposal*”), a copy of which is attached hereto and made a part hereof, as Exhibit B; and

**WHEREAS**, the Director of Community & Economic Development reviewed and recommended to the Village Manager the Manco Proposal; and

**WHEREAS**, the Corporate Authorities of the Village concur with the recommendation of the Director of Community & Economic Development and Village Manager to sell the Property for its appraised value pursuant to the Manco Proposal provided the design of any proposed structure is acceptable to the Village and the parties agree to such pursuant to a purchase and sale agreement; and

**WHEREAS**, the Corporate Authorities direct the Village Manager, Director of Community & Economic Development, and the Village Attorney to prepare an agreement for the sale of the Property and present same to the Corporate Authorities.

**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 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.** The Manco Proposal is hereby authorized and approved and the Village Manager, Director of Community & Economic Development and Village Attorney are hereby

directed to prepare an agreement for the sale and development of the Property pursuant to the Manco Proposal and subsequently present same to the Corporate Authorities for final approval in accordance with this Resolution and pursuant to 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code.

**Section 3.** The officials, officers, employees and attorneys of the Village are hereby further authorized to take such action to prepare for and complete the sale of the Property, as contemplated herein.

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

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


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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 18th day of June 2024.

APPROVED. 

Frank DeSimone, Village President

ATTEST:

  
\_\_\_\_\_

Nancy Quinn, Village Clerk

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

NAYS: None

ABSENT: None

Exhibit A

Legal Description

LOT 22 IN BLOCK 2 IN HOMESTEAD, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1925 AS DOCUMENT 195710 IN DUPAGE COUNTY, ILLINOIS.

Exhibit B

Manco Proposal



May 28, 2024

Evan k. Summers  
Village Manager

Village of Bensenville  
12 S Center St  
Bensenville, Illinois 60106

Attention: Evan K. Summers

Dear Evan,

**RE: Letter of Intent to Purchase Vacant Lot Located at 112 N. Center St., Bensenville, Illinois, 60106 (PIN# 03-14-212-029)**

Manco Home Builders, Inc., with its principal office located at 723 N Addison Rd., Villa Park, Illinois 60191 ("Purchaser"), hereby expresses its formal intent to purchase the Property commonly known as 112 N. Center St., Bensenville, Illinois, 60106, legally described as a vacant lot measuring approximately 50 x 159.6 ("Property"), owned by the Village of Bensenville ("Seller"), under the following terms and conditions:

1. **Purchase Price:** The Purchaser agrees to purchase the Property for the total amount of Thirty-Six Thousand and 00/100 Dollars (\$48,000.00), subject to adjustments and prorations as customarily applied at closing.
2. **Due Diligence Period:** The Purchaser shall have a sixty day due diligence period from the effective date of this Letter of Intent to conduct a thorough investigation of the Property, including but not limited to, zoning, easements, utilities, and environmental conditions. The Purchaser's obligation to proceed with the purchase is contingent upon its satisfaction with the due diligence findings.
3. **Easements and Utilities:** The Seller guarantees that the Property has legal access to public roads and alleys and is serviced by standard utilities, including water, sewage, gas, and electricity. Any known easements or restrictions affecting the Property shall be disclosed by the Seller prior to the execution of the Purchase Agreement.
4. **Environmental Conditions:** The Seller shall provide all available environmental reports and disclosures related to the Property. The Purchaser reserves the right to conduct environmental assessments to identify potential environmental liabilities, including soil contamination or hazardous substances. The purchase is contingent upon the Purchaser's determination that the environmental condition of the Property is satisfactory.

5. **Closing:** Subject to the Purchaser's satisfaction of the due diligence investigations and the terms outlined herein, closing shall occur no later than ninety (10) days from the end of the due diligence period or at a mutually agreed upon date.
6. **Binding Effect:** This Letter of Intent is not intended to be legally binding upon either party with respect to the sale of the Property, except for the terms regarding confidentiality, governing law, and exclusive negotiation period, which shall be binding. The terms of the sale shall be detailed in a Purchase Agreement, to be negotiated and executed by both parties following the satisfactory completion of the due diligence period.
7. **Confidentiality:** Both parties agree to keep the terms of this Letter of Intent and the information obtained during the due diligence period confidential until a Purchase Agreement is executed or negotiations are terminated.

This Letter of Intent shall be governed by the laws of the State of Illinois, County of DuPage and subject to the execution of a definitive Purchase Agreement by and between the Purchaser and the Seller. Please indicate your agreement to proceed on these terms by signing and returning a copy of this Letter of Intent.

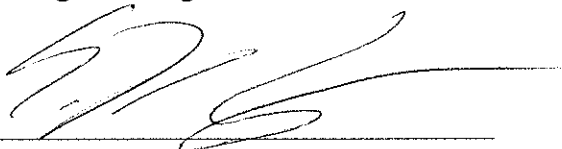
We look forward to working closely with the Village of Bensenville to complete this transaction. Please feel free to contact me directly should you have any questions or require further information.

Sincerely,

Arthur Woods Jr.

General Manager  
Manco Home Builders, Inc.  
Phone: C:630-886-5163  
Email: artwoods@mancohomebuilders.com

Acknowledged and Agreed:

By:   
Title: Village Manager  
Date: June 18, 2024



# **APPRAISAL OF REAL PROPERTY**

## **LOCATED AT**

112 N Center St  
Bensenville, IL 60106  
Lot 22 in Homestead Subdivision, Section 14, Township 40 North, Range 11, East of the Third Principle Meridian

## **FOR**

Village of Bensenville  
12 S Center St  
Bensenville, IL 60106

## **OPINION OF VALUE**

48,000

## **AS OF**

03/15/2024

## **BY**

John Arnold  
A-Appraisals  
444 W. Northwest Highway  
Barrington, IL 60010  
(847) 550-1700  
info@a-appraisals.net  
a-appraisals.net

# LAND APPRAISAL SUMMARY REPORT

File No.: PRV24-10

Property Address: 112 N Center St City: Bensenville State: IL Zip Code: 60106  
 County: DuPage Legal Description: Lot 22 in Homestead Subdivision, Section 14, Township 40 North, Range 11, East of the Third Principle Meridian

Assessor's Parcel #: 03-14-212-029 Tax Year: 2022 R.E. Taxes: \$ Exempt Special Assessments: \$ 0  
 Market Area Name: Village of Bensenville Map Reference: 16984 Census Tract: 8408.02  
 Current Owner of Record: Village of Bensenville Borrower (if applicable): Village of Bensenville  
 Project Type (if applicable): PUD De Minimis PUD Other (describe): HUA: \$ 0 per year per month  
 Are there any existing improvements to the property?  No  Yes If Yes, indicate current occupancy: Owner  Tenant  Vacant  Not habitable  
 If Yes, give a brief description:

The purpose of this appraisal is to develop an opinion of:  Market Value (as defined), or other type of value (describe)  
 This report reflects the following value (if not Current, see comments):  Current (the Inspection Date is the Effective Date) Retrospective Prospective  
 Property Rights Appraised:  Fee Simple  Leasehold  Leased Fee  Other (describe)  
 Intended Use: Current Market Value for making internal business decisions.  
 Intended User(s) (by name or type): Village of Bensenville  
 Client: Village of Bensenville Address: 12 S Center St, Bensenville, IL 60106  
 Appraiser: John Arnold Address: 444 W. Northwest Highway, Barrington, IL 60010

Location:	Characteristics	Predominant Occupancy	One-Unit Housing	Present Land Use	Change in Land Use
Urban <input type="checkbox"/>	Suburban <input checked="" type="checkbox"/>	Rural <input type="checkbox"/>	PRICE \$1000	One-Unit 60%	Not Likely <input type="checkbox"/>
Built up: <input checked="" type="checkbox"/> Over 75%	25-75% <input type="checkbox"/>	Under 25% <input type="checkbox"/>	AGE (yrs)	2-4 Unit 10%	Likely * <input checked="" type="checkbox"/>
Growth rate: <input checked="" type="checkbox"/> Rapid	Stable <input type="checkbox"/>	Slow <input checked="" type="checkbox"/>	105 Low 1	Multi-Unit 5%	In Process * <input type="checkbox"/>
Property values: <input checked="" type="checkbox"/> Increasing	Stable <input type="checkbox"/>	Declining <input type="checkbox"/>	625 High 110	Comm'l 20%	To: improved residential
Demand/supply: <input checked="" type="checkbox"/> Shortage	In Balance <input type="checkbox"/>	Over Supply <input type="checkbox"/>	310 Pred 63	Public 5%	
Marketing time: <input checked="" type="checkbox"/> Under 3 Mos.	3-6 Mos. <input type="checkbox"/>	Over 6 Mos. <input type="checkbox"/>			

Factors Affecting Marketability					
Item	Good	Average	Fair	Poor	N/A
Employment Stability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Public Transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Market Area Comments: The market area is the Village of Bensenville which is located primarily in Dupage County with a very small portion in Cook County. The location is in the Northeast Quadrant of Dupage County south and west of O'Hare International Airport. O'Hare Airport is an economic engine for the village along with its location near two Interstates. The area has been developed over a period from the 1920's to 1980's and is mostly built up. The village lost a portion of its footprint when O'Hare expanded to the south and west. The village is primarily a residential community with commercial and industrial located in planned areas. Bensenville has a downtown area with a train station and small businesses. The housing stock is mostly average quality frame construction with ranch style predominant with condominiums, townhouses, 2-4 family and multi-family also in the mix. The village has an extensive park district with The Edge, an ice hockey and ice skating facility with an arena, as its most notable feature. The village was incorporated in 1894 and encompasses 6.01 sq. miles.

Dimensions: 49.8 x 160.3 x 49.8 x 160.4 Site Area: 7,983 sf Sq.Ft.  
 Zoning Classification: R-3 Description: Single-Unit Dwelling District  
 Do present improvements comply with existing zoning requirements? Yes  No  No Improvements  
 Uses allowed under current zoning: Single Family Detached Residential on a minimum lot size of 6,000 sq.ft. The maximum lot coverage of the residential improvement is 50% with a maximum height of 32 feet.  
 Are CC&Rs applicable? Yes  No  Unknown  Have the documents been reviewed? Yes  No  Ground Rent (if applicable): \$ /  
 Comments:  
 Highest & Best Use as improved: Present use, or  Other use (explain) Vacant to Improved  
 Actual Use as of Effective Date: Vacant Use as appraised in this report: Vacant  
 Summary of Highest & Best Use: The Highest and Best Use is developed a single family residence within the market demands.

Utilities	Public	Other	Provider/Description	On-site Improvements	Type	Public	Private	Frontage
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Com Ed	Street	All Weather	<input checked="" type="checkbox"/>	<input type="checkbox"/>	49.8 feet
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nicor	Wich	66 Feet	<input type="checkbox"/>	<input type="checkbox"/>	Level
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Municipal	Surface	Asphalt	<input type="checkbox"/>	<input type="checkbox"/>	Average
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Municipal	Curb/Gutter	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rectangular
Storm Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Municipal	Sidewalk	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Appears Adequate
Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Assorted	Street Lights	Overhead Electric	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Residential
Multimedia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Assorted	Alley	Asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Other site elements:  Inside Lot  Corner Lot  Cul de Sac  Underground Utilities  Other (describe)  
 FEMA Special Flood Hazard Area: Yes  No  FEMA Flood Zone: X FEMA Map #: 17043C0079J FEMA Map Date: 8/1/2019  
 Site Comments: There appears to be no adverse easements, encroachments or conditions affecting the subject site. The subject is located on an interior neighborhood site. The subject site has an alley at the rear of lot.

# LAND APPRAISAL SUMMARY REPORT

File No.: PRV24-10

My research did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): **MRED/Assessor/Remine**

1st Prior Subject Sale/Transfer: \_\_\_\_\_ Analysis of sale/transfer history and/or any current agreement of sale/listing: **No sales or transfers of the subject property or the comparable properties, other than as indicated in this report for the past three years and the last 12 months respectively is known to the appraiser.**

Date: \_\_\_\_\_  
Price: \_\_\_\_\_  
Source(s): \_\_\_\_\_

2nd Prior Subject Sale/Transfer: \_\_\_\_\_  
Date: \_\_\_\_\_  
Price: \_\_\_\_\_  
Source(s): \_\_\_\_\_

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	112 N Center St Bensenville, IL 60106	225 S York Rd Bensenville, IL 60106	432 Diana Ct Bensenville, IL 60106	210 Marshall Rd Bensenville, IL 60106
Proximity to Subject		0.47 miles S	1.47 miles SE	0.85 miles W
Sale Price	\$ N/A	\$ 45,000	\$ 64,000	\$ 45,000
Price/ Sq.Ft.	\$	\$ 6.08	\$ 5.88	\$ 5.74
Data Source(s)	Inspection Assessor	MRED # 11703560 DOM 125 Assessor	MRED # 11486841 DOM 85 Assessor	MRED # 11292331 DOM 296 Assessor
Verification Source(s)				
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION +(-) \$ Adjust	DESCRIPTION +(-) \$ Adjust	DESCRIPTION +(-) \$ Adjust
Sales or Financing	N/A	Cash	Cash	Cash
Concessions	N/A	None Reported	None Reported	None Reported
Date of Sale/Time	N/A	06/07/2023	12/12/2022	11/08/2022
Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Location	Average	Average	Average	Average
Site Area (in Sq.Ft.)	7,983	7,405	10,890 +0.18	7,841 0
Sewer	City Sewer	City Sewer	City Sewer	City Sewer
Water	City Water	City Water	City Water	City Water
PIN Number	03-14-212-029	03-13-317-005	03-32-402-015	03-14-103-006
Zoning	R-3	R-3	R-2	R-3
Net Adjustment (Total, in \$)		\$	\$ 1,960	\$
Net Adjustment (Total, in \$ / Sq.Ft.)			(\$ 0.18 /Sq Ft)	
Adjusted Sale Price (in \$ / Sq.Ft.)		\$ 6.08	\$ 6.06	\$ 5.74

Summary of Sales Comparison Approach: **See attached addenda.**

**PROJECT INFORMATION FOR PUDs (if applicable)** The Subject is part of a Planned Unit Development.  
Legal Name of Project: \_\_\_\_\_  
Describe common elements and recreational facilities: \_\_\_\_\_

Indicated Value by: Sales Comparison Approach \$ **48,000**

Final Reconciliation: The Sales Comparison Approach of estimating the subject's market value was considered the most reliable method of estimating value. Equal emphasis was placed on all comparable market sales data. All four comparables are reported as closed sales and best reflects the subject's market value.

This appraisal is made  "as is" or subject to the following conditions: The appraisal is based on the assumption that no adverse soil conditions exist which prevent the building of a structure and that there are no apparent or hidden features which would render the site more or less valuable. No conditions placed on this appraisal. The comparables are broken down to a price per sq. ft. which brackets \$6.00psf. \$6.00 psf x 7,983 sq. ft. = \$47,898 rounded to 48,000 (see addendum).  
This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ **48,000** as of: **03/15/2024**, which is the effective date of this appraisal.  
If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

A true and complete copy of this report contains **16** pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:  Scope of Work  
 Limiting cond./Certifications  Narrative Addendum  Location Map(s)  Flood Addendum  Additional Sales  
 Photo Addenda  Parcel Map  Hypothetical Conditions  Extraordinary Assumptions

Client Contact: **Kurtis Pozsgay** Client Name: **Village of Bensenville**  
E-Mail: **KPozsgay@bensenville.il.us** Address: **12 S Center St, Bensenville, IL 60106**

APPRaiser: **John Arnold** SUPERVISORY APPRAISER (if required)  
or CO-APPRAISER (if applicable)  
Supervisory or Co-Appraiser Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Date of Report (Signature): **03/18/2024**  
License or Certification #: **556.001408** State: **IL**  
Designation: **info@a-appraisals.net**  
Expiration Date of License or Certification: **09/30/2025**  
Inspection of Subject:  Did Inspect  Did Not Inspect (Desktop)  
Date of Inspection: **03/15/2024**



# ADDITIONAL COMPARABLE SALES

File No.: PRV24-10

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 4	COMPARABLE NO. 5	COMPARABLE NO. 6
Address	112 N Center St Bensenville, IL 60106	266 E Jefferson St Bensenville, IL 60106		
Proximity to Subject		0.95 miles SE		
Sale Price	\$ N/A	\$ 45,000	\$	\$
Price / Sq.Ft.		\$ 6.08	\$	\$
Data Source(s)	Inspection	MRED # 11761616 DOM 92		
Verification Source(s)	Assessor	Assessor		
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+ (-) \$ Adjust	DESCRIPTION
Sales or Financing	N/A	Cash		
Concessions	N/A	None Reported		
Date of Sale/Time	N/A	08/04/2023		
Rights Appraised	Fee Simple	Fee Simple		
Location	Average	Average		
Site Area (in Sq.Ft.)	7,983	7,405		
Sewer	City Sewer	City Sewer		
Water	City Water	City Water		
PIN Number	03-14-212-029	03-24-112-005		
Zoning	R-3	R-3		
Net Adjustment (Total, in \$)		+ - \$	+ - \$	+ - \$
Net Adjustment (Total, in \$ / Sq.Ft.)		\$ 6.08	\$	\$
Adjusted Sale Price (in \$ / Sq.Ft.)				

Summary of Sales Comparison Approach **See attached addenda**

SALES COMPARISON APPROACH

# Assumptions, Limiting Conditions & Scope of Work

File No.: PRV24-10  
State: IL Zip Code: 60106

Property Address: 112 N Center St

City: Bensenville

Client: Village of Bensenville

Address: 12 S Center St, Bensenville, IL 60106

Appraiser: John Arnold

Address: 444 W. Northwest Highway, Barrington, IL 60010

## STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis

of it being under responsible ownership.

- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.

- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area.

Because

the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved

in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or

warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist

or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the

field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items

that were furnished by other parties.

- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the

client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements

applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this

report or any copy thereof does not carry with it the right of publication.

- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

**The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by**

**the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties**

**assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.**

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

# Certifications & Definitions

File No.: PRV24-10  
 State: IL Zip Code: 60106

Property Address: 112 N Center St City: Bensenville  
 Client: Village of Bensenville Address: 12 S Center St, Bensenville, IL 60106  
 Appraiser: John Arnold Address: 444 W. Northwest Highway, Barrington, IL 60010

## APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.


## Additional Certifications:

## DEFINITION OF MARKET VALUE \*:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

\* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: Kurtis Pozsgay E-Mail: Kpozsgay@bensenville.il.us	Client Name: Village of Bensenville Address: 12 S Center St, Bensenville, IL 60106
APPRAISER   Appraiser Name: John Arnold Company: A-Appraisals Phone: (847) 550-1700 Fax: E-Mail: info@a-appraisals.net Date Report Signed: 03/18/2024 License or Certification #: 556.001408 State: IL Designation: info@a-appraisals.net Expiration Date of License or Certification: 09/30/2025 Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop) Date of Inspection: 03/15/2024	SUPERVISORY APPRAISER (if required) OR CO-APPRAISER (if applicable)  Supervisory or Co-Appraiser Name: Company: Phone: Fax: E-Mail: Date Report Signed: License or Certification #: State: Designation: Expiration Date of License or Certification: Inspection of Subject: <input type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect Date of Inspection:



**Supplemental Addendum**

File No: PRV24-10

Borrower	Village of Bensenville				
Property Address	112 N Center St				
City	Bensenville	County	DuPage	State	IL
Lender/Client	Village of Bensenville				
				Zip Code	60106

**• GP Land: Summary of Sales Comparison Approach**

Sales of area properties were researched for the 24 month period prior to the date of inspection. The number of available sales was extremely limited. The sales used in this report are considered the best available/most similar at the time of inspection. This is a built up market with mostly teardowns and few open lots available. Sales all took place in 2022 and 2023 and it appears that no adjustment for date of sale is necessary. The market has been flat in pricing for residential detached within the Bensenville Area (106) from 2022 to 2023 with a slight drop in 2024, the median sale price was \$ 300,000 2021-to 2022 and \$ 301,000 in 2022 to 2023. 2024 to date is showing a median sale price of \$ 279,900. Sales of vacant land, while very limited appear to be at the same level for the past 3 years. Comparable 1 has a fairly long market time. It appears to have been discounted from the asking price of \$ 65,000 to the sold price of \$ 45,00 due to this factor. Comparable 2 is a larger site that sold close to asking (\$ 69,000) in a comparatively short time. Comparable 3 is a similar size site located on a corner site at Marshall and Medinah Roads. This was a teardown prior to sale. Comparable 4 is a similar size site which sold close to the asking price in a relatively short time frame. This property previously sold on 12/01/2022 for \$ 32,000.

The four sales show an adjusted range of sales price per square foot of \$ 5.74 to \$ 6.08 per Square foot. After considering the size, shape, sale date, and location of the subject, and the comparable sales it is my opinion that the subject market value is \$ 6.00. per foot.

Value would calculate as follows: \$ 6.00 x 7,983 SF = \$ 47,898. say \$ 48,000

## Subject Photo Page

Borrower	Village of Bensenville				
Property Address	112 N Center St				
City	Bensenville	County	DuPage	State	IL Zip Code 60106
Lender/Client	Village of Bensenville				



### Subject Front

112 N Center St  
Sales Price N/A  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location Average  
View  
Site 7,983  
Quality  
Age



### Subject Rear

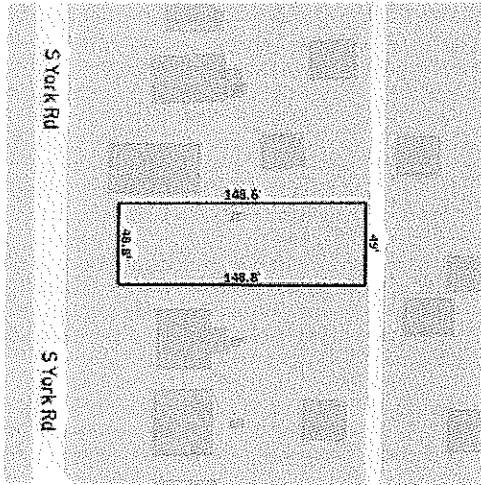


### Subject Street



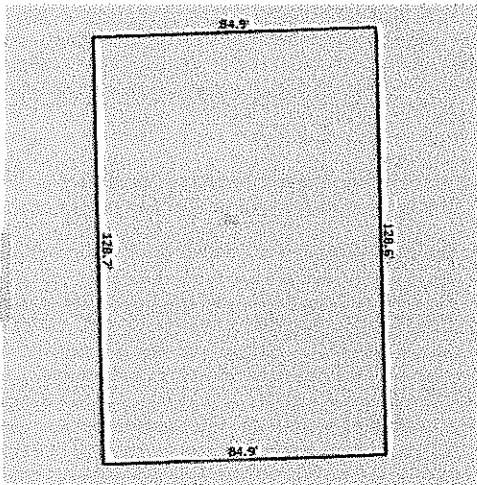
## Comparable Photo Page

Borrower	Village of Bensenville		
Property Address	112 N Center St		
City	Bensenville	County	DuPage
		State	IL
		Zip Code	60106
Lender/Client	Village of Bensenville		



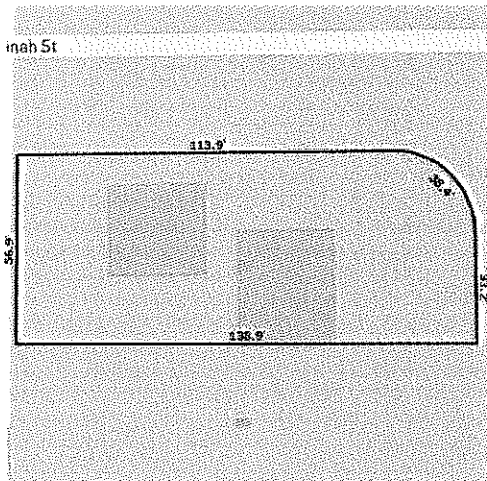
### Comparable 1

225 S York Rd  
 Prox. to Subject 0.47 miles S  
 Sale Price 45,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Average  
 View  
 Site 7,405  
 Quality  
 Age



### Comparable 2

432 Diana Ct  
 Prox. to Subject 1.47 miles SE  
 Sale Price 64,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Average  
 View  
 Site 10,890  
 Quality  
 Age

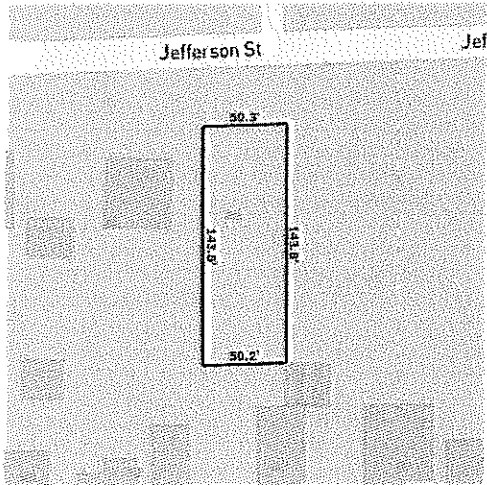


### Comparable 3

210 Marshall Rd  
 Prox. to Subject 0.85 miles W  
 Sale Price 45,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Average  
 View  
 Site 7,841  
 Quality  
 Age

## Comparable Photo Page

Borrower	Village of Bensenville		
Property Address	112 N Center St		
City	Bensenville	County	DuPage
Lender/Client	Village of Bensenville	State	IL
		Zip Code	60106



### Comparable 4

266 E Jefferson St  
 Prox. to Subject 0.95 miles SE  
 Sale Price 45,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Average  
 View  
 Site 7,405  
 Quality  
 Age

### Comparable 5

Prox. to Subject  
 Sale Price  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location  
 View  
 Site  
 Quality  
 Age

### Comparable 6

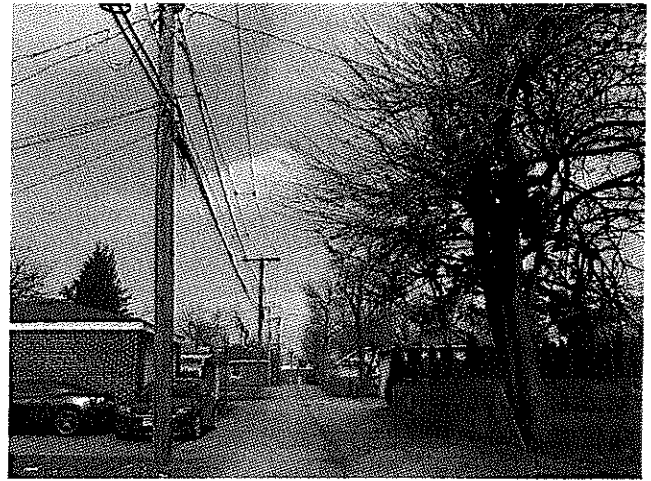
Prox. to Subject  
 Sale Price  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location  
 View  
 Site  
 Quality  
 Age

# Photograph Addendum

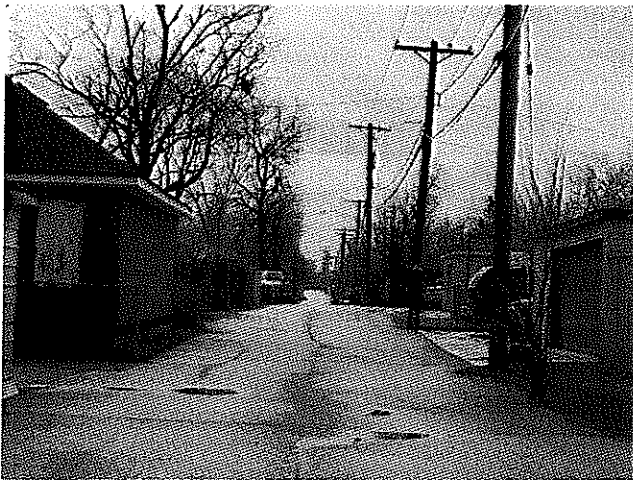
Borrower	Village of Bensenville						
Property Address	112 N Center St						
City	Bensenville	County	DuPage	State	IL	Zip Code	60106
Lender/Client	Village of Bensenville						



Subject Street View to Alley



Subject Alley



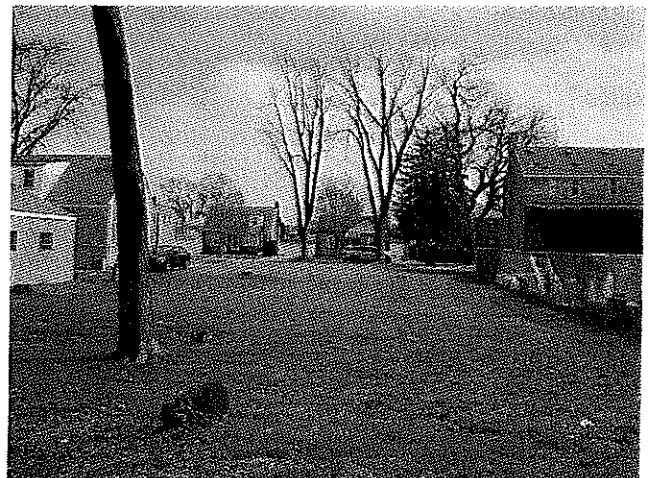
Subject Alley



Subject Street View to Alley

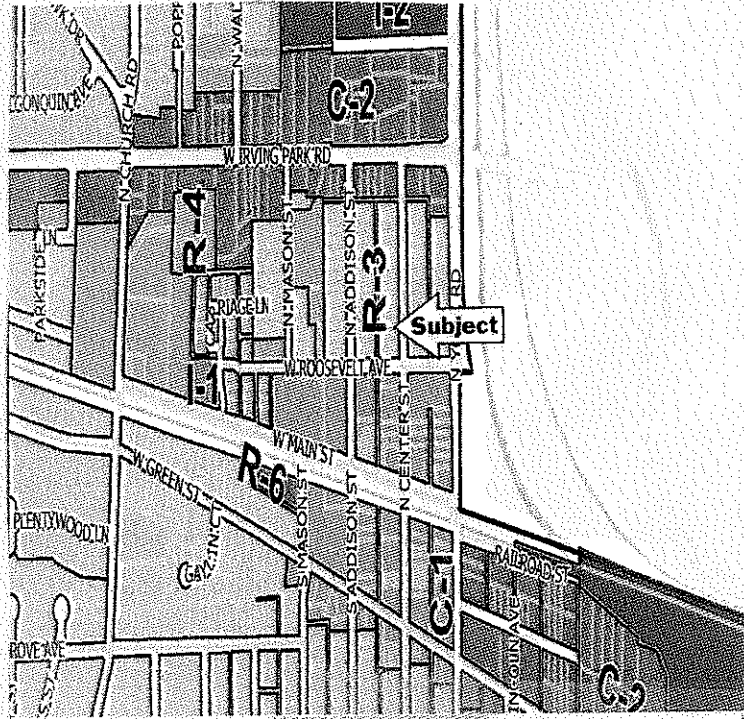


Subject Street View



Subject Alley View to Street

# Zoning Map



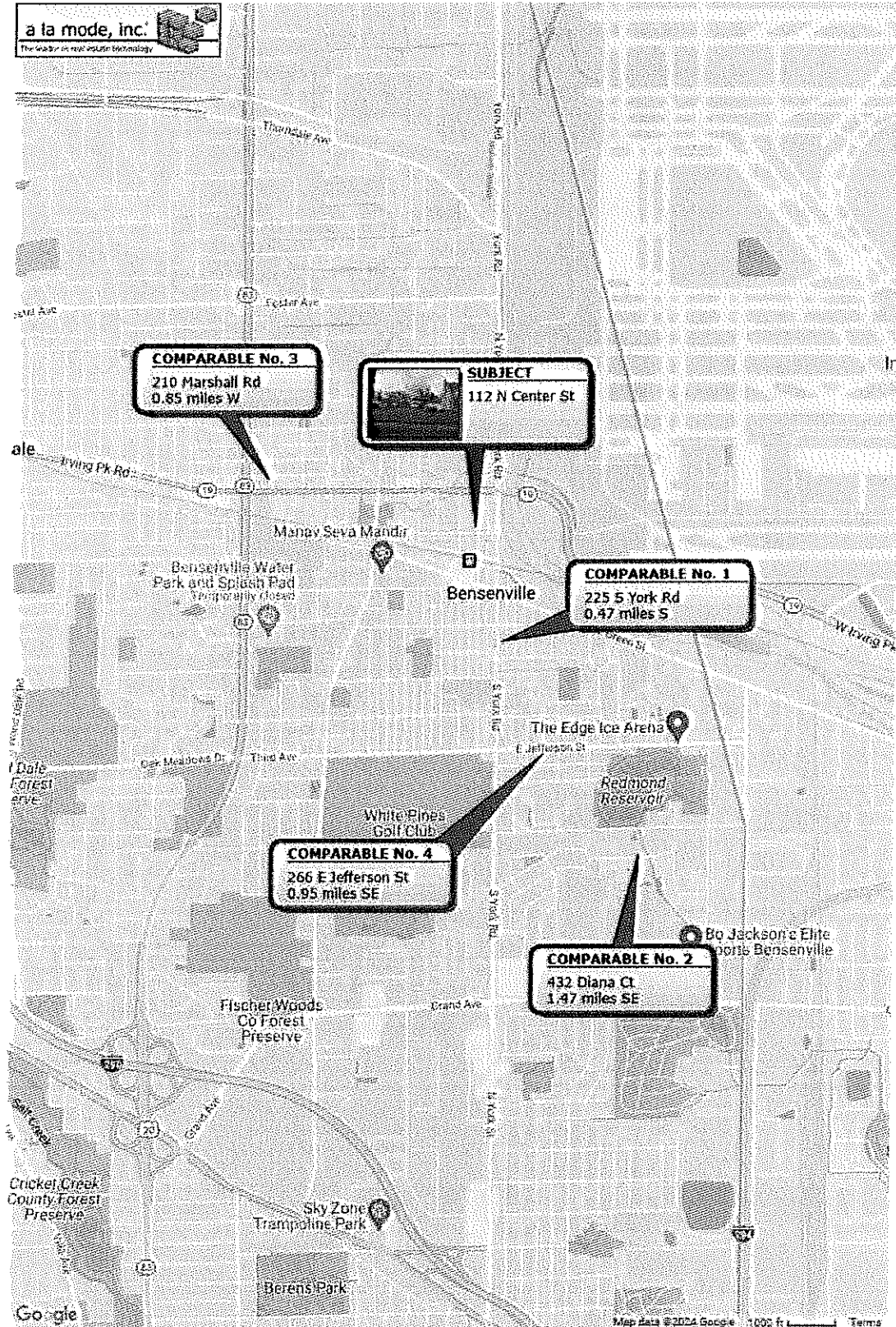
# Aerial Map

Borrower	Village of Bensenville						
Property Address	112 N Center St						
City	Bensenville	County	DuPage	State	IL	Zip Code	60106
Lender/Client	Village of Bensenville						



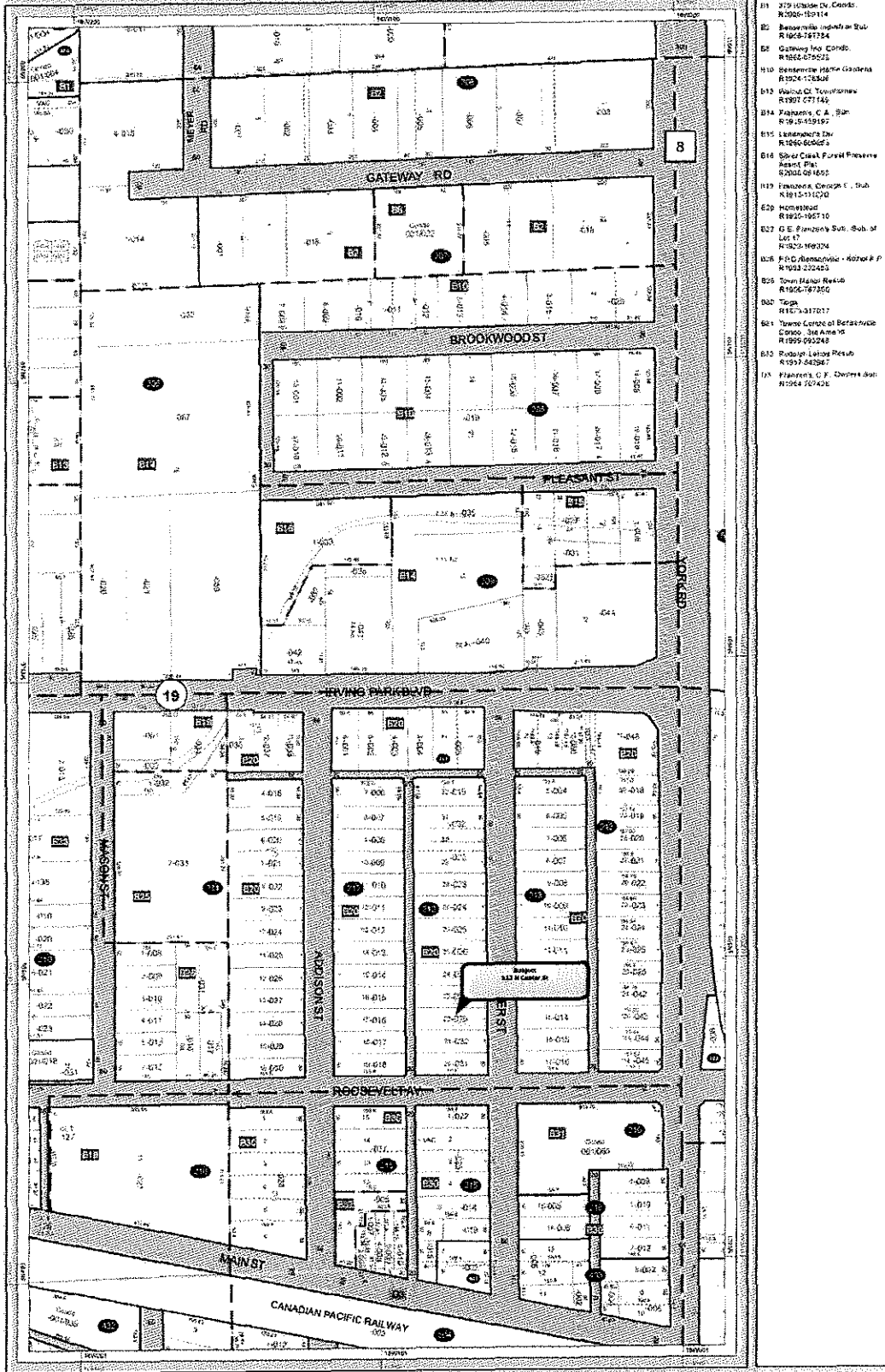
## Location Map

Borrower	Village of Bensenville		
Property Address	112 N Center St		
City	Bensenville	County	DuPage
		State	IL
		Zip Code	60106
Lender/Client	Village of Bensenville		



# Plat Map

ADDISON (T40N-R11E) - SECTION 14 - NORTHEAST QUARTER - EAST HALF  
DU PAGE COUNTY, ILLINOIS 2018 REAL ESTATE TAX ASSESSMENT PARCELS



- 81 279 Ustick Dr, Crest  
R2026-150114
- 82 Benavente Industrial Sub  
R1926-78734
- 83 Gateway Ind Comd  
R1924-07521
- 810 Henderson Park Estates  
R1924-12838
- 815 Walsh Ct, Tusculum  
R1921-07154
- 814 Fahrens, C.A. Sub  
R1915-05192
- 815 Lindenbora Pk  
R1926-06823
- 816 Silver Creek Forest Preserve  
Acres 1 Pa  
R2001-05165
- 819 Franklin George E. Sub  
R1912-11120
- 820 Homestead  
R1920-19270
- 822 G.E. Fahrens Sub, Sub of  
Lot 17  
R1923-16034
- 826 R-C Abnathovic - North P P  
R1923-22243
- 825 Town Home Resub  
R1924-78735
- 827 Tapa  
R1912-03707
- 821 Town Council Betanville  
Comd, Sub Area 15  
R1925-09228
- 832 Ridge Ledge Resub  
R1927-04291
- 83 Fahrens, C.F. Devels Sub  
R1924-20742

Paul Hinds 421 N. County Farm Rd. Wheaton, IL 60187 630-407-6500  
DuPage County Clerk

This map created for assessment purposes only. Refer to recorded plats and deeds for legal descriptions and property dimensions. Copyright 2018. The County of DuPage, Illinois.

Scale in Feet 100 200 North

3-14B-E  
3-14D-E  
3-14C-E

License

**State of Illinois**  
**Department of Financial and Professional Regulation**  
**Division of Real Estate**



LICFNSC NO.  
556 021408

The printed form is identical to other similar licenses, in this certificate, the applicant with the agreement of the Illinois Real Estate Board and the Department of Financial and Professional Regulation is authorized to practice in the State of Illinois.

EXPIRES  
09/30/2025

**CERTIFIED RESIDENTIAL REAL ESTATE APPRAISER**

JOHN M ARNOLD



*Mario Trettini*  
MARIO TRETINI, JR.  
SECRETARY

*Lauren Murphy*  
LAUREN MURPHY  
COMMISSIONER

The official status of this license can be verified at [DFT&R.illinois.gov](http://DFT&R.illinois.gov)

1102553073



# **APPRAISAL OF REAL PROPERTY**

## **LOCATED AT**

112 N Center St  
Bensenville, IL 60106

Lot 22 in Homestead Subdivision, Section 14, Township 40 North, Range 11, East of the Third Principle Meridian

## **FOR**

Village of Bensenville  
12 S Center St  
Bensenville, IL 60106

## **OPINION OF VALUE**

48,000

## **AS OF**

03/15/2024

## **BY**

John Arnold  
A-Appraisals  
444 W. Northwest Highway  
Barrington, IL 60010  
(847) 550-1700  
info@a-appraisals.net  
a-appraisals.net

# LAND APPRAISAL SUMMARY REPORT

File No.: PRV24-10

Property Address: **112 N Center St** City: **Bensenville** State: **IL** Zip Code: **60106**  
 County: **DuPage** Legal Description: **Lot 22 in Homestead Subdivision, Section 14, Township 40 North, Range 11, East of the Third Principle Meridian**

Assessor's Parcel #: **03-14-212-029** Tax Year: **2022** R.E. Taxes: \$ **Exempt** Special Assessments: \$ **0**  
 Market Area Name: **Village of Bensenville** Map Reference: **16984** Census Tract: **8408.02**  
 Current Owner of Record: **Village of Bensenville** Borrower (if applicable): **Village of Bensenville**  
 Project Type (if applicable):  PUD  De Minimis PUD  Other (describe) HOA: \$ **0**  per year  per month  
 Are there any existing improvements to the property?  No  Yes If Yes, indicate current occupancy:  Owner  Tenant  Vacant  Not habitable  
 If Yes, give a brief description:

The purpose of this appraisal is to develop an opinion of:  Market Value (as defined), or  other type of value (describe)  
 This report reflects the following value (if not Current, see comments):  Current (the Inspection Date is the Effective Date)  Retrospective  Prospective  
 Property Rights Appraised:  Fee Simple  Leasehold  Leased Fee  Other (describe)  
 Intended Use: **Current Market Value for making internal business decisions.**  
 Intended User(s) (by name or type): **Village of Bensenville**  
 Client: **Village of Bensenville** Address: **12 S Center St, Bensenville, IL 60106**  
 Appraiser: **John Arnold** Address: **444 W. Northwest Highway, Barrington, IL 60010**

Characteristics				Predominant Occupancy		One-Unit Housing		Present Land Use		Change in Land Use	
Location:	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	<input checked="" type="checkbox"/> Owner	PRICE	AGE	One-Unit	60 %	<input type="checkbox"/> Not Likely		
Built up:	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25-75%	<input type="checkbox"/> Under 25%	<input type="checkbox"/> Tenant	\$(000)	(yrs)	2-4 Unit	10 %	<input checked="" type="checkbox"/> Likely *	<input type="checkbox"/> In Process *	
Growth rate:	<input type="checkbox"/> Rapid	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Slow	<input checked="" type="checkbox"/> Vacant (0-5%)	105	Low	Multi-Unit	5 %	* To: <b>improved residential</b>		
Property values:	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining	<input type="checkbox"/> Vacant (>5%)	625	High	Comm'l	20 %			
Demand/supply:	<input checked="" type="checkbox"/> Shortage	<input type="checkbox"/> In Balance	<input type="checkbox"/> Over Supply		310	Pred	Public	5 %			
Marketing time:	<input checked="" type="checkbox"/> Under 3 Mos.	<input type="checkbox"/> 3-6 Mos.	<input type="checkbox"/> Over 6 Mos.								

Factors Affecting Marketability											
Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A
Employment Stability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police and Fire Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Public Transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Market Area Comments: **The market area is the Village of Bensenville which is located primarily in Dupage County with a very small portion in Cook County. The location is in the Northeast Quadrant of Dupage County south and west of O'Hare International Airport. O'Hare Airport is an economic engine for the village along with its location near two Interstates. The area has been developed over a period from the 1920's to 1980's and is mostly built up. The village lost a portion of its footprint when O'Hare expanded to the south and west. The village is primarily a residential community with commercial and industrial located in planned areas. Bensenville has a downtown area with a train station and small businesses. The housing stock is mostly average quality frame construction with ranch style predominant with condominiums, townhouses, 2-4 family and multi-family also in the mix. The village has an extensive park district with The Edge, an ice hockey and ice skating facility with an arena, as its most notable feature. The village was incorporated in 1894 and encompasses 6.01 sq. miles.**

Dimensions: **49.8 x 160.3 x 49.8 x 160.4** Site Area: **7,983 sf Sq.Ft.**  
 Zoning Classification: **R-3** Description: **Single-Unit Dwelling District**  
 Do present improvements comply with existing zoning requirements?  Yes  No  No Improvements  
 Uses allowed under current zoning: **Single Family Detached Residential on a minimum lot size of 6,000 sq.ft. The maximum lot coverage of the residential improvement is 50% with a maximum height of 32 feet.**  
 Are CC&Rs applicable?  Yes  No  Unknown Have the documents been reviewed?  Yes  No Ground Rent (if applicable) \$ **/**  
 Comments:  
 Highest & Best Use as improved:  Present use, or  Other use (explain) **Vacant to Improved**  
 Actual Use as of Effective Date: **Vacant** Use as appraised in this report: **Vacant**  
 Summary of Highest & Best Use: **The Highest and Best Use is developed a single family residence within the market demands.**

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	49.8 feet
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Com Ed</b>	Street	<b>All Weather</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Topography	<b>Level</b>
Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Nicor</b>	Width	<b>66 Feet</b>	<input type="checkbox"/>	<input type="checkbox"/>	Size	<b>Average</b>
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Municipal</b>	Surface	<b>Asphalt</b>	<input type="checkbox"/>	<input type="checkbox"/>	Shape	<b>Rectangular</b>
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Municipal</b>	Curb/Gutter	<b>Concrete</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drainage	<b>Appears Adequate</b>
Storm Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Municipal</b>	Sidewalk	<b>Concrete</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	View	<b>Residential</b>
Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Assorted</b>	Street Lights	<b>Overhead Electric</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Multimedia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>Assorted</b>	Alley	<b>Asphalt</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		

Other site elements:  Inside Lot  Corner Lot  Cul de Sac  Underground Utilities  Other (describe)  
 FEMA Spec'l Flood Hazard Area  Yes  No FEMA Flood Zone **X** FEMA Map # **17043C0079J** FEMA Map Date **8/1/2019**  
 Site Comments: **There appears to be no adverse easements, encroachments or conditions affecting the subject site. The subject is located on an interior neighborhood site. The subject site has an alley at the rear of lot.**

# LAND APPRAISAL SUMMARY REPORT

File No.: PRV24-10

My research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): **MRED/Assessor/Remine**

TRANSFER HISTORY	1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: <b>No sales or transfers of the subject property or the comparable properties, other than as indicated in this report for the past three years and the last 12 months respectively is known to the appraiser.</b>		
	Date:			
	Price:			
	Source(s):			
	2nd Prior Subject Sale/Transfer			
	Date:			
Price:				
Source(s):				

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	112 N Center St Bensenville, IL 60106	225 S York Rd Bensenville, IL 60106	432 Diana Ct Bensenville, IL 60106	210 Marshall Rd Bensenville, IL 60106
Proximity to Subject		0.47 miles S	1.47 miles SE	0.85 miles W
Sale Price	\$ N/A	\$ 45,000	\$ 64,000	\$ 45,000
Price/ Sq.Ft.	\$	\$ 6.08	\$ 5.88	\$ 5.74
Data Source(s)	Inspection Assessor	MRED # 11703560 DOM 125 Assessor	MRED # 11486841 DOM 85 Assessor	MRED # 11292331 DOM 296 Assessor
Verification Source(s)				
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing	N/A	Cash	Cash	Cash
Concessions	N/A	None Reported	None Reported	None Reported
Date of Sale/Time	N/A	06/07/2023	12/12/2022	11/08/2022
Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Location	Average	Average	Average	Average
Site Area (in Sq.Ft.)	7,983	7,405	10,890	7,841
Sewer	City Sewer	City Sewer	City Sewer	City Sewer
Water	City Water	City Water	City Water	City Water
PIN Number	03-14-212-029	03-13-317-005	03-32-402-015	03-14-103-006
Zoning	R-3	R-3	R-2	R-3
Net Adjustment (Total, in \$)		<input type="checkbox"/> + <input type="checkbox"/> - \$	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 1,960	<input type="checkbox"/> + <input type="checkbox"/> - \$
Net Adjustment (Total, in \$ / Sq.Ft.)			(\$ 0.18 /Sq.Ft.)	
Adjusted Sale Price (in \$ / Sq.Ft.)		\$ 6.08	\$ 6.06	\$ 5.74

Summary of Sales Comparison Approach **See attached addenda.**

PROJECT INFORMATION FOR PUDs (if applicable)  The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities:

Indicated Value by: Sales Comparison Approach \$ **48,000**

Final Reconciliation **The Sales Comparison Approach of estimating the subject's market value was considered the most reliable method of estimating value. Equal emphasis was placed on all comparable market sales data. All four comparables are reported as closed sales and best reflects the subject's market value.**

This appraisal is made  "as is", or  subject to the following conditions: **The appraisal is based on the assumption that no adverse soil conditions exist which prevent the building of a structure and that there are no apparent or hidden features which would render the site more or less valuable. No conditions placed on this appraisal. The comparables are broken down to a price per sq. ft. which brackets \$6.00psf. \$6.00 psf x 7,983 sq. ft. = \$47,898 rounded to 48,000 (see addendum).**

This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ **48,000**, as of: **03/15/2024**, which is the effective date of this appraisal.

If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

A true and complete copy of this report contains **16** pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:  Scope of Work  Limiting cond./Certifications  Narrative Addendum  Location Map(s)  Flood Addendum  Additional Sales  Photo Addenda  Parcel Map  Hypothetical Conditions  Extraordinary Assumptions

Client Contact: **Kurtis Pozsgay** Client Name: **Village of Bensenville**

E-Mail: **KPozsgay@bensenville.il.us** Address: **12 S Center St, Bensenville, IL 60106**

APPRAISER **John Arnold** SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Appraiser Name: **John Arnold** Supervisory or Co-Appraiser Name:

Company: **A-Appraisals** Company:

Phone: **(847) 550-1700** Fax:

E-Mail: **info@a-appraisals.net** E-Mail:

Date of Report (Signature): **03/18/2024** Date of Report (Signature):

License or Certification #: **556.001408** State: **IL** License or Certification #: State:

Designation: **info@a-appraisals.net** Designation:

Expiration Date of License or Certification: **09/30/2025** Expiration Date of License or Certification:

Inspection of Subject:  Did Inspect  Did Not Inspect (Desktop) Inspection of Subject:  Did Inspect  Did Not Inspect

Date of Inspection: **03/15/2024** Date of Inspection:





# Assumptions, Limiting Conditions & Scope of Work

File No.: PRV24-10

Property Address: 112 N Center St	City: Bensenville	State: IL	Zip Code: 60106
Client: Village of Bensenville	Address: 12 S Center St, Bensenville, IL 60106		
Appraiser: John Arnold	Address: 444 W. Northwest Highway, Barrington, IL 60010		

## STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis

of it being under responsible ownership.

- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.

- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area.

Because

the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved

in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or

warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist

or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the

field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items

that were furnished by other parties.

- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the

client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements

applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this

report or any copy thereof does not carry with it the right of publication.

- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

**The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by**

**the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties**

**assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.**

**Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):**

# Certifications & Definitions

File No.: PRV24-10

Property Address: 112 N Center St	City: Bensenville	State: IL	Zip Code: 60106
Client: Village of Bensenville	Address: 12 S Center St, Bensenville, IL 60106		
Appraiser: John Arnold	Address: 444 W. Northwest Highway, Barrington, IL 60010		

## APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

## Additional Certifications:

## DEFINITION OF MARKET VALUE \*:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

\* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

Client Contact: Kurtis Pozsgay	Client Name: Village of Bensenville
E-Mail: KPOzsgay@bensenville.il.us	Address: 12 S Center St, Bensenville, IL 60106

## APPRAISER



Appraiser Name: John Arnold  
 Company: A-Appraisals  
 Phone: (847) 550-1700 Fax: \_\_\_\_\_  
 E-Mail: info@a-appraisals.net  
 Date Report Signed: 03/18/2024  
 License or Certification #: 556.001408 State: IL  
 Designation: info@a-appraisals.net  
 Expiration Date of License or Certification: 09/30/2025  
 Inspection of Subject:  Did Inspect  Did Not Inspect (Desktop)  
 Date of Inspection: 03/15/2024

SUPERVISORY APPRAISER (if required)  
 or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Date Report Signed: \_\_\_\_\_  
 License or Certification #: \_\_\_\_\_ State: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Expiration Date of License or Certification: \_\_\_\_\_  
 Inspection of Subject:  Did Inspect  Did Not Inspect  
 Date of Inspection: \_\_\_\_\_

SIGNATURES



## Supplemental Addendum

File No. PRV24-10

Borrower	Village of Bensenville						
Property Address	112 N Center St						
City	Bensenville	County	DuPage	State	IL	Zip Code	60106
Lender/Client	Village of Bensenville						

### • GP Land: Summary of Sales Comparison Approach

Sales of area properties were researched for the 24 month period prior to the date of inspection. The number of available sales was extremely limited. The sales used in this report are considered the best available/most similar at the time of inspection. This is a built up market with mostly teardowns and few open lots available. Sales all took place in 2022 and 2023 and it appears that no adjustment for date of sale is necessary. The market has been flat in pricing for residential detached within the Bensenville Area (106) from 2022 to 2023 with a slight drop in 2024, the median sale price was \$ 300,000 2021-to 2022 and \$ 301,000 in 2022 to 2023. 2024 to date is showing a median sale price of \$ 279,900. Sales of vacant land, while very limited appear to be at the same level for the past 3 years. Comparable 1 has a fairly long market time. It appears to have been discounted from the asking price of \$ 65,000 to the sold price of \$ 45,00 due to this factor. Comparable 2 is a larger site that sold close to asking (\$ 69,000) in a comparatively short time. Comparable 3 is a similar size site located on a corner site at Marshall and Medinah Roads. This was a teardown prior to sale. Comparable 4 is a similar size site which sold close to the asking price in a relatively short time frame. This property previously sold on 12/01/2022 for \$ 32,000.

The four sales show an adjusted range of sales price per square foot of \$ 5.74 to \$ 6.08 per Square foot. After considering the size, shape, sale date, and location of the subject, and the comparable sales it is my opinion that the subject market value is \$ 6.00. per foot.

Value would calculate as follows: \$ 6.00 x 7,983 SF = \$ 47,898. say \$ 48,000

# Subject Photo Page

Borrower	Village of Bensenville						
Property Address	112 N Center St						
City	Bensenville	County	DuPage	State	IL	Zip Code	60106
Lender/Client	Village of Bensenville						

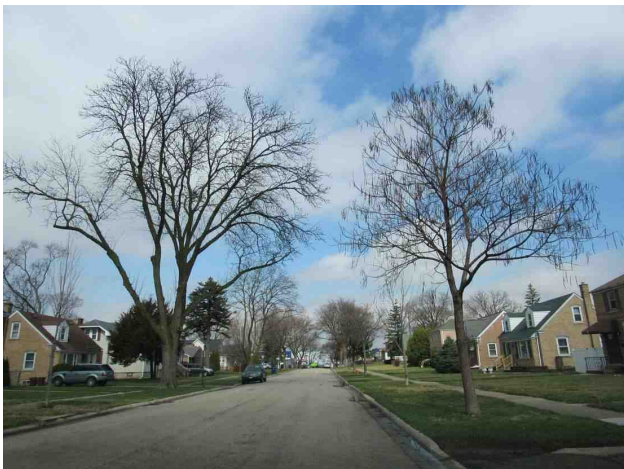


## Subject Front

112 N Center St  
Sales Price N/A  
Gross Living Area  
Total Rooms  
Total Bedrooms  
Total Bathrooms  
Location Average  
View  
Site 7,983  
Quality  
Age



## Subject Rear

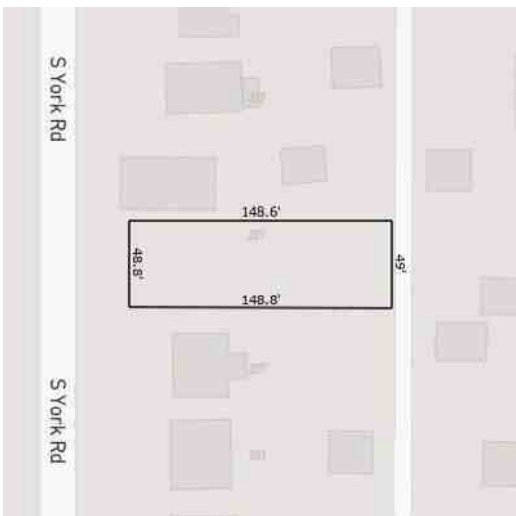


## Subject Street



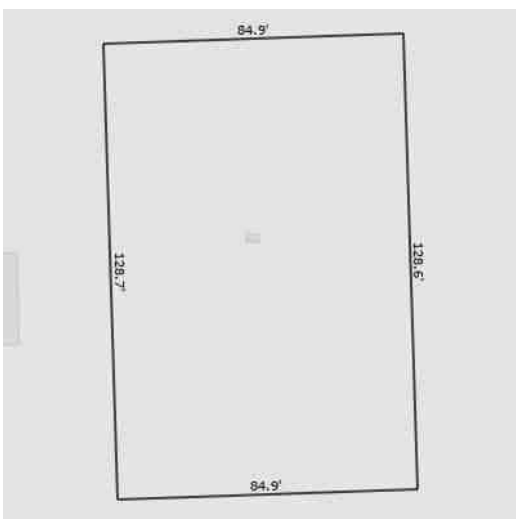
## Comparable Photo Page

Borrower	Village of Bensenville				
Property Address	112 N Center St				
City	Bensenville	County	DuPage	State	IL
Lender/Client	Village of Bensenville	Zip Code	60106		



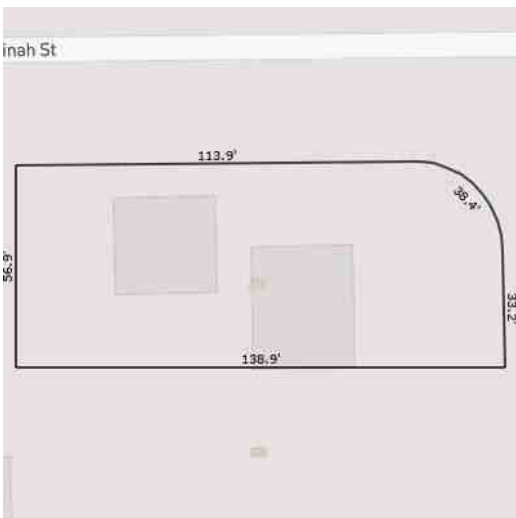
### Comparable 1

225 S York Rd  
 Prox. to Subject 0.47 miles S  
 Sale Price 45,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Average  
 View  
 Site 7,405  
 Quality  
 Age



### Comparable 2

432 Diana Ct  
 Prox. to Subject 1.47 miles SE  
 Sale Price 64,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Average  
 View  
 Site 10,890  
 Quality  
 Age

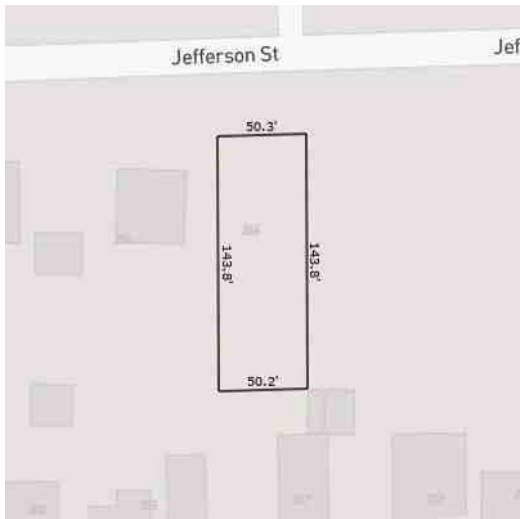


### Comparable 3

210 Marshall Rd  
 Prox. to Subject 0.85 miles W  
 Sale Price 45,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Average  
 View  
 Site 7,841  
 Quality  
 Age

## Comparable Photo Page

Borrower	Village of Bensenville				
Property Address	112 N Center St				
City	Bensenville	County	DuPage	State	IL
Lender/Client	Village of Bensenville	Zip Code	60106		



### Comparable 4

266 E Jefferson St  
 Prox. to Subject 0.95 miles SE  
 Sale Price 45,000  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Average  
 View  
 Site 7,405  
 Quality  
 Age

### Comparable 5

Prox. to Subject  
 Sale Price  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location  
 View  
 Site  
 Quality  
 Age

### Comparable 6

Prox. to Subject  
 Sale Price  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location  
 View  
 Site  
 Quality  
 Age

# Photograph Addendum

Borrower	Village of Bensenville				
Property Address	112 N Center St				
City	Bensenville	County	DuPage	State	IL Zip Code 60106
Lender/Client	Village of Bensenville				



Subject Street View to Alley



Subject Alley



Subject Alley



Subject Street View to Alley

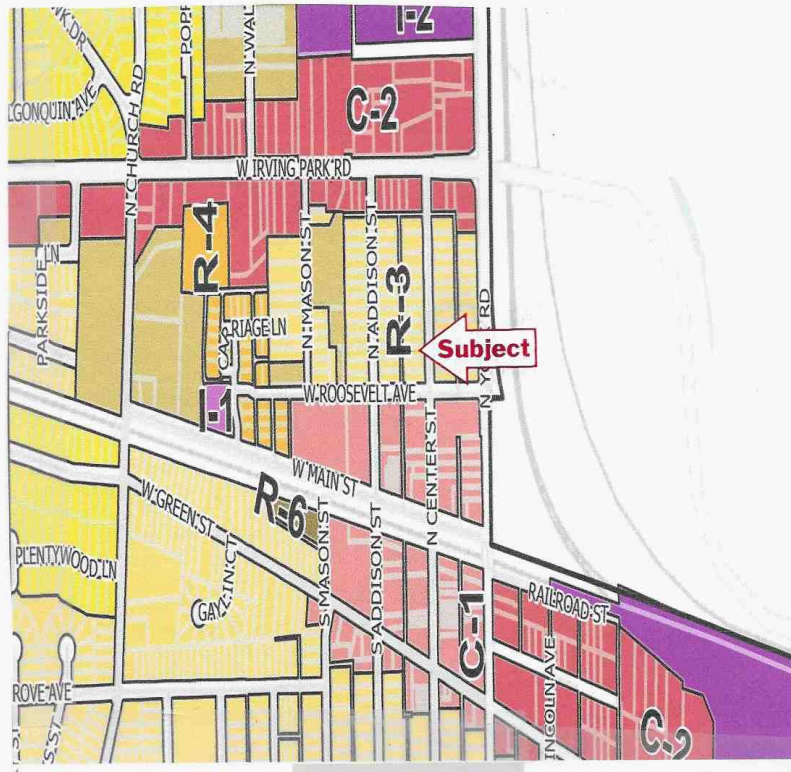


Subject Street View



Subject Alley View to Street

# Zoning Map



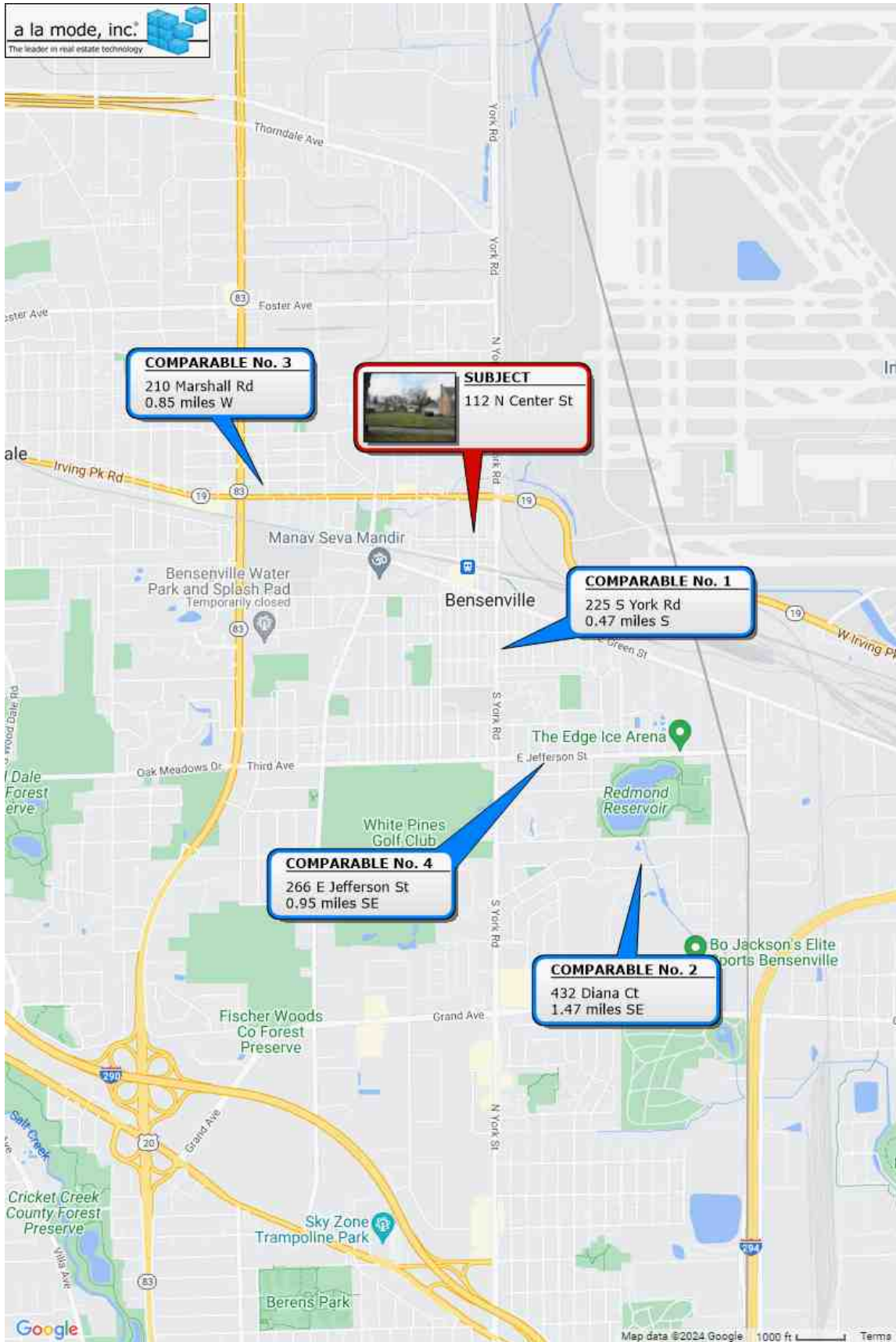
# Aerial Map

Borrower	Village of Bensenville				
Property Address	112 N Center St				
City	Bensenville	County	DuPage	State	IL Zip Code 60106
Lender/Client	Village of Bensenville				



## Location Map

Borrower	Village of Bensenville				
Property Address	112 N Center St				
City	Bensenville	County	DuPage	State	IL
Lender/Client	Village of Bensenville	Zip Code	60106		



# Plat Map

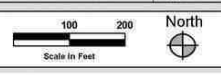
ADDISON (T40N-R11E) - SECTION 14 - NORTHEAST QUARTER - EAST HALF  
DU PAGE COUNTY, ILLINOIS 2018 REAL ESTATE TAX ASSESSMENT PARCELS



- B1 379 Hillside Dr Condo  
R2306-199114
- B2 Bensenville Industrial Sub.  
R1956-797784
- B8 Gateway Ind. Condo.  
R1988-075523
- B10 Bensenville Home Gardens  
R1924-178306
- B13 Walnut Ct Townhomes  
R1997-077149
- B14 Franzert's, C.A. Sub.  
R1919-139197
- B15 Landmeier's Div.  
R1950-600863
- B16 Silver Creek Forest Preserve  
Assmt. Plat  
R2008-061808
- B19 Franzert's, George E., Sub.  
R1913-111220
- B20 Homestead  
R1925-195710
- B23 G.E. Franzert's Sub., Sub. of  
Lot 17  
R1923-169324
- B25 F.D. Bensenville - Kozicki A.P.  
R1993-222463
- B26 Town Manor Resub.  
R1956-787350
- B30 Teiga  
R1973-017017
- B31 Towne Centre of Bensenville  
Condo., 3rd Amend.  
R1999-095248
- B32 Rudolph Lahos Resub.  
R1957-842587
- D3 Franzert's C.F. Owners Sub.  
R1954-707426

**Paul Hinds**  
DuPage County Clerk  
421 N. County Farm Rd.  
Wheaton, IL 60187  
630.407.5500

This map created for assessment purposes only. Refer to recorded  
plats and deeds for legal descriptions and property dimensions.  
Copyright 2018 - The County of DuPage, Illinois.



3-11D-E  
**3-14B-E**  
3-14D-E

License

**State of Illinois**  
Department of Financial and Professional Regulation  
Division of Real Estate

LICENSE NO.  
556.001408

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Business Profiler rules and regulations and is hereby authorized to engage in the activity as indicated below:

EXPIRES:  
09/30/2025

CERTIFIED RESIDENTIAL REAL ESTATE APPRAISER

JOHN M ARNOLD



*Mario Treto, Jr.*  
MARIO TRETTO, JR.  
SECRETARY

*Laurie Murphy*  
LAURIE MURPHY  
DIRECTOR

The official status of this license can be verified at [IDFPR.illinois.gov](http://IDFPR.illinois.gov)

18295363



## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”) dated as of \_\_\_\_\_, 2024 (the “**Effective Date**”) by and between the **VILLAGE OF BENSENVILLE**, an Illinois Municipal Corporation, (the “**Village**”) and **MANCO HOME BUILDERS, INCORPORATED**, an Illinois Corporation (the “**Purchaser**”). The Village and Purchaser shall also be known collectively, as the “**Parties.**”

### WITNESSETH

In consideration of the preliminary statements hereinafter set forth, the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

### PRELIMINARY STATEMENTS

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

A. The Village is a duly organized and 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.

B. The Village owns the Property.

C. The Village has determined it is in the best interests of the Village to sell the Property pursuant to 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code, which establishes procedures for the sale of municipal-owned surplus real property conducted by the staff of the Village after ascertaining the value of the surplus real estate by written appraisal and making said appraisal available for public inspection.

D. The Village ascertained a written appraisal of real property on the Property, dated March 15, 2024, which was prepared by John Arnold, a certified residential real estate appraiser, of A-Appraisals, 444 West Northwest Highway, Barrington, Illinois, which determined that the appraised value of the Property was \$48,000.00.

E. On April 23, 2024, the Corporate Authorities adopted Resolution Number R-72-2024 entitled “*A Resolution of the Village of Bensenville, DuPage and Cook Counties, Illinois Declaring the Village Owned Vacant Parcel of Real Property at 112 North Center Street as Surplus Property and Authorize the Village Manager to Obtain Proposals for its Sale and Disposition and Direct the Village Clerk to Make Copies of the Appraisal Available to any Party.*”

F. On May 2, 2024, the Village published a “*Public Notice of Sale of Surplus Real Property at 112 North Center Street Owned by the Village of Bensenville*” with a copy of Resolution Number R-72-2024 in the Bensenville Independent Newspaper, a newspaper of general circulation in the Village, to advise any interested party that the Village was accepting proposals for the sale of the Property.

G. On or about May 28, 2024, the Village received a proposal for the purchase of the Property from Manco Home Builders, Incorporated, in the amount of \$48,000.00, which was the appraised value of the Property.

H. On June 18, 2024, the Corporate Authorities adopted Resolution Number R-94-2024 entitled “*A Resolution of the Village of Bensenville, DuPage and Cook Counties, Illinois Accepting a Proposal for the Village Owned Vacant Parcel of Real Property at 112 North Center Street for its Appraised Value and Authorize the Village Manager to Finalize the Terms of the Sale of the Property.*”

I. Village desires to sell to Purchaser, and Purchaser desires to purchase from Village, the Property under the terms of this Agreement.

J. 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 to achieve these goals.

K. The Village determined to sell the Property to the Purchaser in accordance with this Agreement.

L. Subject to and in accordance with the terms of this Agreement, Purchaser agrees to construct an approximate 4,000 square foot two unit residential structure on the Property, with each unit containing no less than 2,000 square feet, 3 bedrooms, 2.5 bathrooms, and 2 car garage and submit for review architectural plans, construction materials, exterior improvements, and a landscaping plan to the Village no later than sixty (60) days before the expiration of the Inspection Period (the “**Plans**”), which such Plans being approved, amended or rejected by Village staff, in their absolute and sole discretion. If such Plans are not approved for whatever reason, the Purchaser’s sole remedy shall be the termination of this Agreement in accordance with Section 5.2.1 of this Agreement. All Plans for the Property shall be undertaken, completed, and maintained in a first-class manner in accordance with this Agreement, and any and all federal, state, county and local laws, rules, regulations, orders, codes, and ordinances applicable to the Property. The Plans shall be fully described, depicted, and incorporated on Exhibit A, a copy of which is attached hereto and made a part hereof (collectively the “**Project**”).

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

## **ARTICLE 1**

### **Incorporation of Recitals**

1.1 Incorporation. The statements, representations, covenants, and recitations set forth in the foregoing preliminary statements are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Article 1. The Parties acknowledge the accuracy and validity of such statements, representations, covenants, and recitations.

**ARTICLE 2**  
**Purchase and Sale**

2.1 Agreement of Purchase and Sale. Subject to the terms and conditions of this Agreement, Village will sell and Purchaser will purchase the vacant parcel of property that is 7,966 square feet in size commonly known as 112 North Center Street, in the Village of Bensenville, DuPage County, Illinois, and as legally described on Exhibit B (the “**Property**”).

**ARTICLE 3**  
**Purchase Price**

3.1 Purchase Price. The purchase price (the “**Purchase Price**”) for the Property shall be FORTY-EIGHT THOUSAND DOLLARS AND NO/100THS DOLLARS (\$48,000.00) payable by immediately available funds at Closing.

**ARTICLE 4**  
**Title and Survey**

4.1 Village’s Title. At Closing, Village shall transfer to Purchaser title to the Property by quit claim deed. Title to the Property shall be insured by the issuance by the Title Company of its ALTA Owner’s Policy of Title Insurance (the “**Title Policy**”) in the full amount of the Purchase Price of the Property insuring that fee simple title to the Property is vested in the Purchaser as well as those permitted exceptions or matters waived or deemed waived under Section 4.3.3. The issuance of the Title Policy (exclusive of extended coverage or any additional coverage or endorsements that Purchaser may wish to pursue and procure with the Title Company) shall be a condition to Purchaser’s obligation to close the transactions contemplated hereby.

4.2 Title Commitment; Survey. After the Effective Date, Village shall order (a) a current owner’s title insurance commitment (the “**Title Commitment**”) issued by a Village approved title company (the “**Title Company**”), in the amount of the Purchase Price of the Property with Purchaser as the proposed insured, and (b) a survey of the Property (the “**Survey**”). Village shall provide the Purchaser with a copy of the Title Commitment and the Survey or any updates thereto within five (5) days of receipt.

4.3 Title Objections; Cure of Title Objection.

4.3.1 Purchaser may deliver to Village written notice (the “**Objection Notice**”) objecting to title and survey matters (the “**Title Objections**”) before the date that is ten (10) days prior to the expiration of the Inspection Period (the “**Title Review Period**”) for matters disclosed by the Title Commitment or Survey.

4.3.2 On or before the tenth (10th) day after Village’s receipt of an Objection Notice, Village must notify Purchaser in writing whether Village will cure any or all Title Objections. Village’s failure to provide such a notice shall be deemed a declination to cure all Title Objections. If Village elects to cure any or all Title Objections, Village shall use its best efforts and due diligence to have each Title Objection released or satisfied. If (i) Village fails to

have each such Title Objection that it has elected to release, satisfy or insure over, as applicable, either removed, satisfied or insured over (if applicable) to Purchaser's satisfaction at or before Closing, or (ii) if Village elects not to cure all of the Title Objections, then, within five (5) days after Purchaser receives notice of Village's election, Purchaser may elect, by giving written notice to Village, to either:

- i. accept conveyance of the Property subject to the Title Objections which Village is unwilling to cure, and without reduction of the Purchase Price; or
- ii. terminate this Agreement and, upon delivery of such notice, this Agreement will terminate, and neither Purchaser nor Village shall have any further rights, obligations, or liabilities hereunder unless specifically provided for in this Agreement.

Purchaser's failure to provide written notice to Village of such election will be deemed an election by Purchaser to terminate this Agreement under clause (ii) above.

4.3.3 All title and survey matters shown on the Title Commitment and the Survey not objected to by Purchaser in an Objection Notice shall be deemed waived and further deemed to be permitted exceptions.

## **ARTICLE 5**

### **Inspection and Financing**

5.1 Right of Inspection. Purchaser may, at Purchaser's expense, enter the Property at any commercially reasonable time and make all due diligence investigations, studies, tests, and samplings which Purchaser desires (the "**Inspections**"), including, without limitation, geological, environmental, engineering, ground water and soil tests. Purchaser may access and inspect, and Village shall make available at its offices to Purchaser, all files, books and records maintained by Village, wherever located, relating to the Property, including, but not limited to, bills, invoices, correspondence, surveys, plats, and specifications, licenses and warranties, and any other items reasonably requested by Purchaser. Village expressly disclaims any representation or warranty with respect to the accuracy or completeness of any such items so furnished or made available to Purchaser. Purchaser shall not conduct any invasive or destructive inspections of the Property, including without limitation, drilling or boring, without the Village's prior written consent, which shall not be unreasonably withheld or delayed. Purchaser shall further keep the Property free and clear of any and all liens resulting from any such entry onto the Property. During the Inspections, Purchaser will maintain or will cause its contractors or consultants to maintain comprehensive liability and property damage insurance with a limit of \$500,000.00 for each incident and a \$1,000,000.00 policy limit for aggregate operations on an occurrence basis. Prior to entering the Property, Purchaser shall provide Village with evidence, reasonably satisfactory to Village, of such insurance, which such insurance shall name Village as an additional insured thereunder. Purchaser will indemnify, defend and hold Village, its agents, employees, contractors and representatives harmless from any and all losses, claims, demands, liabilities, fees, damages, costs and expenses, arising out of or resulting from the entry of Purchaser or any of its agents, employees, contractors or

representatives onto the Property; excluding, however, losses arising out of (i) any negligent or intentional acts of Village, and (ii) the discovery of any defects or environmental conditions existing on or prior to the date of the Inspections. If the Closing does not occur, Purchaser shall promptly repair, at Purchaser's sole cost and expense, the Property with respect to any damage caused by such inspections and restore the Property to substantially the same condition that existed prior to such test or inspection. Purchaser's obligations to so defend, hold harmless and indemnify the Village, its agents, employees, contractors, and representatives and to so repair the Property shall survive the Closing Date and delivery and recordation of the Deed, or termination of this Agreement.

## 5.2 Right of Termination.

5.2.1 Inspection Period. The obligation of Purchaser to purchase the Property is subject to the condition that Purchaser, in its reasonable judgment based upon the Inspections and analysis at its sole cost and expense, shall have approved the Property for purchase, including, but not limited to, soil tests, engineering reports, environmental reports, full compliance with all applicable zoning requirements or ascertaining any applicable zoning relief and the feasibility of Purchaser's contemplated use of the Property and Project (the "**Inspection Contingency**"). Purchaser shall satisfy or waive such Inspection Contingency before Purchaser shall be obligated to purchase the Property. This Inspection Contingency shall be satisfied or waived by Purchaser, or this Agreement terminated by Purchaser, no later than the end of the Inspection Period. The "**Inspection Period**" is that period beginning on the Effective Date and ending at 5:00 p.m. Central Time on the **ninetieth (90th)** day after such date (the "**Inspection Date**"). Purchaser may at any time on or before the expiration of the Inspection Period, do one of the following: (i) send notice of acceptance to the Village (the "**Termination Waiver**"); or (ii) terminate this Agreement by sending written notice to Village (the "**Termination Notice**"). If Purchaser fails to timely send a Termination Waiver or Termination Notice, Purchaser shall be deemed to have irrevocably sent a Termination Notice. Upon issuance of the Termination Notice, Village and Purchaser shall have no further rights and obligations hereunder except those which expressly survive termination of this Agreement. If Purchaser delivers a Termination Waiver, Purchaser shall have no further right to terminate the Agreement.

5.2.2 Proof of Financing. No later than ten (10) days before the expiration of the Inspection Period, Purchaser shall deliver to Village for its review and approval, which shall not be unreasonably withheld, evidence of Purchaser's financial capability adequate to finance the Purchase Price and Project in accordance with the Plans, including reasonably detailed term sheets in form and substance reasonable acceptable to Village from a financial institution and evidence of Purchaser's ability to make an adequate equity contribution in the amount of any gap financing (the "**Proof of Financing**").

## ARTICLE 6 Closing

6.1 Time and Place of Closing. Notwithstanding anything contained in this Agreement to the contrary, the closing on the Property (the "**Closing**") shall be at a date and time that is the earlier of the following: (i) no less than five (5) business days after the satisfaction or waiver of the conditions set forth in Section 6.6; (ii) no less than five (5)

business days after the date that is one hundred eighty (180) days after the Effective Date, or (iii) such date as Purchaser and Village mutually agree upon (the “**Closing Date**”).

6.2 Village’s Closing Obligations. At Closing, Village will:

6.2.1 Quit Claim Deed. Deliver to Purchaser a quit claim deed in the form attached as **Exhibit C** (the “**Deed**”) conveying to Purchaser all of Village’s rights and interests in the Property;

6.2.2 Evidence of Authority. Deliver to Purchaser such evidence as the Title Company may reasonably require as to the authority of the Village to convey the Property;

6.2.3 Owner’s Affidavit. Deliver to the Title Company a title insurance affidavit, if required by the Title Company to issue the Title Policy, duly executed by Village, in form and content reasonably satisfactory to Purchaser and the Title Company;

6.2.4 Settlement Statement. Deliver to Purchaser an executed settlement statement setting forth the amounts paid by or on behalf of and/or credited to each of Purchaser and Village pursuant to this Agreement;

6.2.5 Possession. Deliver to Purchaser possession of the Property;

6.2.6 Transfer Declaration. Village shall execute and deliver any required transfer declarations and other documents required by law to be executed delivered or obtained in connection with the transfer of the Property;

6.2.7 Village Representations and Warranties. Deliver to Purchaser a certificate certifying the accuracy of Village’s representations and warranties as of the Closing Date; and

6.2.8 Other Items. Deliver such additional documents as shall be reasonably requested by Purchaser or the Title Company or required to consummate the transactions contemplated by this Agreement; however, that in no event shall Village be required to undertake any other material liability not expressly contemplated in this Agreement, unless Village elects to do so in its sole discretion.

6.3 Purchaser’s Closing Obligations. At Closing, Purchaser shall:

6.3.1 Evidence of Authority. Deliver to Village such evidence as Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser;

6.3.2 Settlement Statement. Join Village in the execution of the Settlement Statement;

6.3.3 Transfer Declarations. Join Village in the execution and delivery of transfer declarations to the extent required by applicable law;

6.3.4 Purchaser Representation and Warranties. Deliver to Village a certificate certifying the accuracy of Purchaser's representations and warranties of the Closing Date; and

6.3.5 Other Items. Deliver such additional documents as shall be reasonably requested by the Village or Title Company that are required to consummate the transaction contemplated by this Agreement, provided, however, that in no event shall Purchaser be required to undertake any other material liability not expressly contemplated in this Agreement, unless Purchaser elects to do so in its sole discretion.

6.4 Credits and Prorations. Prorated or credited items shall include, without limitation, the following:

6.4.1 Taxes. The Village represents that the Property is currently tax exempt. To the extent applicable, general, special, ad valorem, and other property taxes and assessments, if any, imposed (collectively, the "Taxes") accrued prior to the Closing Date will be prorated. To the extent any Taxes have accrued prior to the Closing Date, Purchaser and Village will prorate Taxes for such calendar year based on the most recent tax bills.

6.4.2 Other Expenses. Unless otherwise expressly agreed in writing between Village and Purchaser, no other expense related to the ownership of the Property shall be charged to or paid or assumed by Purchaser that is allocable to any period before the Closing.

6.5 Closing Costs. The Parties shall be responsible for any and all closing costs, fees or services incurred as typically charged to a seller and buyer, including but not limited to, any and all title policy premium charges and costs, extended coverage, any title endorsements, escrow fees, recording fees, transfer taxes and any other cost or fee incurred in connection with the acquisition and sale of the Property, including preparation of the Survey and any environmental studies or analysis undertaken by the Purchaser (the "Closing Costs").

6.6 Conditions to Closing.

6.6.1 Purchaser's Conditions. Purchaser's obligation to purchase the Property is conditioned upon and subject to the occurrence of or the waiver (by Purchaser in its sole discretion) of the following prior to Closing:

a. All representations and warranties of the Village contained in this Agreement shall be true and correct in all material respects as of the Closing Date;

b. Village must have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by the Village as of the Closing Date; and

c. All other conditions precedent of Village to Purchaser's obligation to purchase the Property which are set forth in this Agreement shall have been satisfied on or before the Closing Date.

6.6.2 Village's Conditions. Village's obligation to sell the Property is conditioned upon and subject to the occurrence of or the waiver (by Village in its sole discretion) of the following prior to Closing:

a. Purchaser must have delivered or caused to be delivered all items required to be delivered under this Agreement; including but not limited to the following: (i) satisfaction or waiver of the conditions set forth in Section 6.6; (ii) submission of Plans for the construction of the Project for review and approval by Village and make application to Village for all permits necessary for the construction of the Project; (iii) a firm written commitment from a financial institution for the financing and construction of the Purchase Price and Project; and (iv) contract(s) for services with Purchaser to construct the Project. Village shall not be obligated to Close and shall have the unilateral right to terminate this Agreement if Purchaser fails to obtain conditions (i), (ii), (iii), and (iv) within one hundred eighty (180) days after the Effective Date;

b. All representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects as of the Closing Date;

c. Purchaser must have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by the Purchaser as of the Closing Date; and

d. All other conditions precedent of Purchaser to Village's obligation to sell the Property which are set forth in this Agreement shall have been satisfied on or before the Closing Date.

6.6.3 In the event any of the foregoing conditions set forth in Section 6.6 have not been satisfied by the Closing Date, provided that such failure is not the result of a default hereunder by the non-performing party (in which event the performing party would have the rights and remedies described in this Agreement, the performing Party shall have the right to (i) waive such condition or (ii) terminate this Agreement by written notice to the other Party on or before the Closing Date, whereupon the parties shall have no further rights, duties or obligations under this Agreement, other than those which expressly survive the termination of this Agreement.

## **ARTICLE 7**

### **Representations, Warranties and Covenants**

7.1 Representations and Warranties of Village. Village represents and warrants the following statements are true on the date of this Agreement and shall be true and correct on the Closing Date:

7.1.1 Authority. Village is duly organized and validly exists under the laws of the State of Illinois. Village has the right and authority to enter into this Agreement and to transfer the Property pursuant to this Agreement. This Agreement has been duly authorized, executed and delivered by Village, is a valid and binding obligation of Village and is enforceable



against Village in accordance with its terms. Village has obtained all consents and permissions required under any covenant, agreement, encumbrance, law, or regulation which bind Village or the Property.

7.1.2 Pending Actions. No action, suit, administrative or judicial proceeding, or unsatisfied order or judgment (each, a “**Pending Action**”) is pending or, to the best of Village’s knowledge, threatened which may adversely affect Village’s ability to perform under this Agreement or which otherwise affects the Property.

7.1.3 Intentionally Left Blank.

7.1.4 Leases. There are no leases affecting the Property.

7.1.5 Condemnation. No condemnation proceedings are pending or threatened against the Property.

7.1.6 Contracts; Property Information. There are no contracts or agreements affecting the Property other than the permitted exceptions.

7.1.7 Employees. Village employs no contractor or third party with the management of the Property.

7.1.8 Property Taxes. The Property is tax exempt.

7.2 Village's Disclaimer with Respect to Physical Condition of Property and Applicable Laws and Regulations; Purchaser to Take Property “As Is;” Purchaser's Release Re: Environmental Hazard Risks.

7.2.1 Physical Condition of Property. Village makes no representation or warranty to Purchaser whatsoever with respect to the physical condition of the Property. Purchaser acknowledges that:

a. Purchaser has entered into this Agreement and if Purchaser purchases the Property hereunder, Purchaser will do so based on its own investigation of the physical condition of the Property, including any improvements and the soils and ground water conditions of the Property and its immediate environs; and

b. Purchaser will acquire the Property in an “AS IS” condition and shall assume the risks that adverse physical conditions may not have been revealed by its investigation.

7.2.2 Compliance with Law. Village makes no representation or warranty whatsoever as to existing or proposed governmental laws or regulations applicable to the Property, including without limitation laws or regulations concerning Hazardous Materials. Purchaser acknowledges that it has entered into this Agreement and if Purchaser purchases the Property hereunder, Purchaser will do so on the basis of its own review and investigation of the applicability and effect of such laws and regulations, and Purchaser assumes the risks that

adverse matters may not have been revealed by its investigation. The term “**Hazardous Materials**” includes petroleum (including crude oil or any fraction thereof) and any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any Environmental Laws, in any case at levels or concentrations requiring monitoring, reporting, remediation or removal in accordance with Environmental Laws. The term “**Environmental Laws**” includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation, and Liability Act and other federal laws governing the environment as in effect on the date of this Agreement together with their implementing regulations as of the date of this Agreement 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 or toxic substances and materials.

7.2.3 Waiver. Purchaser hereby waives, releases, acquits and forever discharges Village and its officers, directors, partners, employees, agents, attorneys, and any other person acting on behalf of Village, from and against any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseeable or unforeseeable, which Purchaser now has or which may arise in the future on account of or in any way growing out of or connected with the presence in or on the Property, or under the surface of the Property, of underground storage tanks, asbestos-containing materials, transformers or other equipment containing polychlorinated biphenyls, or any Hazardous Materials. The foregoing covenant of Purchaser shall survive and be enforceable in accordance with its terms following the consummation of this transaction and shall not be merged with or into the Deed delivered by Village to Purchaser at the Closing Date. Purchaser acknowledges and agrees that Purchaser is acquiring the Property in an “AS IS” condition and solely in reliance on Purchaser's own inspection; and that neither Village nor any officer, official, agents, attorneys, representatives or employees of Village (together “**Agents**”) have made any representations or warranties, express or implied, verbal or written, with respect to any aspect of the Property (including without limitation the physical and environmental condition of the Property and the subsurface conditions of the soil and water) or its fitness for any particular use. Purchaser further acknowledges that Purchaser has investigated and is aware of all governmental requirements and other matters of a similar nature affecting the use and condition of the Property and the physical condition of the Property (including, but not limited to subsurface soil and water conditions), and agrees to purchase the Property, subject to the provisions contained herein, in the condition that it is in on the Closing Date. Purchaser hereby waives, releases and forever discharges Village and its Agents from any and all claims, actions, liabilities, judgments, demands, rights, damages and expenses whatsoever, direct or indirect, which Purchaser now has or which may arise in the future on account of or in any way connected with the condition of the Property, including without limitation, the environmental condition of the Property, the value, condition, status, or quality of the Property, and any law or regulation applicable thereto, and any and all claims it may have against Village and its Agents under any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, any Hazardous Materials or Environmental Laws, as these laws have been amended or supplemented. The provisions of this Section shall survive the Closing and the conveyance of the Property to Purchaser.

7.3 Survival of Village's Representations and Warranties. The representations and warranties of Village set forth in Section 7.1 shall survive the Closing for a period of twelve (12) months after Closing.

7.4 Village's Covenants. In addition to other covenants, Village covenants with Purchaser, from the Effective Date until the Closing or earlier termination of this Agreement, as follows:

7.4.1 Operation of Property. Village shall maintain the Property in a manner materially consistent with the manner in which Village has maintained the Property prior to the Effective Date.

7.4.2 Provide Copies of Notices. Village shall timely furnish Purchaser with a copy of all notices received by Village from any governmental authority or other party of any violation of any law, statute, ordinance, regulation or order of any governmental or public authority relating to the Property following Village's receipt thereof and in no event later than two (2) business days prior to the Closing Date.

7.4.3 Execution of New Contracts. Village shall not enter into any lease, contract or agreement that will be an obligation affecting the Property before the Closing.

7.4.4 Cooperation. Throughout the term hereof, provided Purchaser is diligently pursuing the same, Village shall cooperate fully with Purchaser to obtain all approvals necessary for the rehabilitation and construction of the Project.

7.4.5 Condemnation. Village shall not initiate any action to take all or any portion of the Property by eminent domain proceedings.

7.4.6 Liens and Encumbrances. Village shall not cause any lien or any other encumbrance to be recorded against the Property after the expiration of the Inspection Period.

7.5 Purchaser's Representations and Warranties. Purchaser represents and warrants the following statements are true on the date of this Agreement and shall be true and correct on the Closing Date:

7.5.1 Purchaser's Authority. Purchaser has the right and authority to enter into this Agreement. The person signing this Agreement is authorized to do so. This Agreement has been duly authorized, executed and delivered by Purchaser, is a valid and binding obligation of Purchaser and is enforceable against Purchaser in accordance with its terms. Purchaser has obtained all consents and permissions required in connection with this Agreement under any covenant, agreement, encumbrance, law, or regulation by which Purchaser is bound. Purchaser shall provide prior to or at Closing all documents required by Title Company authorizing this transaction.

7.5.2 Pending Actions. No Pending Action is pending or threatened which may adversely affect Purchaser's ability to perform under this Agreement.

7.5.3 Taxes. The Purchaser has not failed to file any applicable income or other tax returns or to pay any income or other taxes when due which failure would have a material adverse effect on the Purchaser's ability to perform and satisfy its obligations and duties under this Agreement, including the construction of the Project. There is no controversy or objection pending, or to the knowledge of the Purchaser, threatened in respect of any tax return of the Purchaser which would have a material adverse effect on the Purchaser's ability to perform and satisfy its obligations under this Agreement.

7.5.4 Compliance. As of the date of this Agreement and as of the Closing Date, Purchaser represents and warrants as follows:

a. Purchaser's funds are derived from legitimate business activities;  
and

b. Purchaser is not a person with whom Village is prohibited from engaging in this transaction due to any United States government embargos, sanctions, or terrorism or money laundering laws, including, without limitation, due to Purchaser or any party that has ownership in or control over Purchaser being (1) subject to United States government embargos or sanctions, (2) in violation of terrorism or money laundering laws, or (3) listed on a published United States government list (e.g., Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control or other lists of similar import).

7.6 Survival of Purchaser's Representations and Warranties. The representations and warranties of Purchaser set forth in Section 7.5 shall survive Closing for a period of twelve (12) months after Closing.

7.7 Purchaser's Covenants. Provided this Agreement has not otherwise been terminated and the Closing has occurred in accordance herewith, Purchaser covenants with and to the Village as follows:

7.7.1 Construction of Project. Prior to the Closing Date and as herein required, Purchaser shall have submitted Plans for the construction of the Project and made application to Village for all permits necessary for the construction of the Project. Subject to delays resulting from Force Majeure, Purchaser shall commence construction of the Project within thirty (30) days of the Closing Date, and Purchaser shall substantially complete construction of the Project within one hundred eighty (180) days after the Closing Date, subject to delays resulting from Force Majeure and delays attributable to Village's failure to perform its obligations or covenants under this Agreement, each materially and substantially in accordance with this Agreement and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and the Purchaser. For purposes of this Agreement, "Force Majeure" shall mean an act of God, storm, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts etc.), war, civil commotion, shortages, or unavailability of labor all occurring in the Chicagoland area. In no event shall a delay resulting from economic hardship, commercial or economic frustration of purpose constitute an event caused by Force Majeure. The responsibility to substantiate a claim for an event caused by Force Majeure shall rest with the party claiming such event of Force Majeure.

a. Covenants Related to the Project. Purchaser covenants to construct the Project. Purchaser shall develop the Property and cause the Project to be constructed and operated in accordance with this Agreement, and all federal, state, and local laws, ordinances, rules, regulations, executive orders, and codes applicable to the Property, the Project, and the Purchaser; and

b. Certificate of Completion. The Project shall be deemed to be substantially completed upon approval of the Certificate of Completion or Occupancy by the Village. Purchaser acknowledges that a Certificate of Completion or Occupancy for the Project shall not be issued unless and until the Project is constructed in accordance with this Agreement, and all federal, state, and local laws, ordinances, rules, regulations, executive orders, and codes applicable to the Property, the Project, and the Purchaser.

c. Liquidated Damages. Purchaser covenants and agrees that in addition to any other remedy or legal action or proceeding available to Village, if Purchaser fails to complete the Project within one hundred eighty (180) days after the Closing Date Purchaser shall pay to the Village and the Village is entitled to liquidated damages to compensate the Village for lost property and other tax revenues in the amount of One Hundred Dollars (\$100.00) each and every day after one hundred eighty (180) days after the Closing Date until such time as the Certificate of Completion for the Project.

7.7.2 Costs Associated with the Project. Purchaser shall be solely financially responsible for any and all costs associated with the transfer and construction of the Project on the Property unless specifically set forth herein.

7.7.3 Project Financing. Purchaser represents, warrants, and covenants it has adequate equity or financing to construct the Project.

7.7.4 Survival. The provisions of Section 7.7 shall survive the Closing and the conveyance of the Property to Purchaser. The covenants in this Section 7.7.1 shall automatically terminate and be of no further force and effect upon the issuance of a Certificate of Completion for the Project. The remaining covenants of this Section 7.7 shall run with the land and be binding upon any successor in interest or transferee.

## **ARTICLE 8**

### **Default and Remedies**

8.1 Purchaser's Default. If the sale of the Property as contemplated by this Agreement does not occur because of Purchaser's default under this Agreement, Village's sole remedy and relief for any such default of Purchaser shall be either of the following: (i) terminate this Agreement by written notice to Purchaser, or (ii) pursue an action for the specific performance of Purchaser's obligations hereunder. Notwithstanding anything to the contrary contained in this Section, Village and Purchaser agree that the remedies in the previous sentence is not intended to (i) apply to any default or breach by Purchaser under Section 7.7 hereof, or (ii) limit Purchaser's obligations under Section 11.1 hereof. In the

event Purchaser fails to perform or satisfy its obligations under Section 7.7, a default shall not be deemed to have occurred unless Purchaser has failed to cure such default within thirty (30) days of its receipt of a written notice from Village specifying the nature of this default; provided, however, defaults which are not capable of being cured within such 30-day period, the Purchaser shall not be deemed to have defaulted under this Agreement if it has commenced to cure the alleged default within such 30-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 ninety (90) days of its receipt of written notice from Village specifying the nature of default. If Purchaser has not cured or remedied a default within the timeframes provided for herein, the Village may seek all remedies available at law or equity, including damages.

8.2 Village's Default. If the sale of the Property as contemplated by this Agreement does not occur because of Village's default under this Agreement, Purchaser's sole remedy and relief for any such default of Village shall be either of the following: (i) terminate this Agreement by written notice to Village, or (ii) pursue an action for the specific performance of Village's obligations hereunder.

## **ARTICLE 9**

### **Risk of Loss**

9.1 Condemnation. If, between the Effective Date and the Closing Date, a governmental authority initiates action to take all or any portion of the Property by eminent domain proceedings, Purchaser may either (a) terminate this Agreement without further liability to Village and neither party shall have any obligation to the other under this Agreement, except as expressly provided for under this Agreement; or (b) continue to Closing. In the event that Purchaser elects (b) above, the award of the condemning authority shall be assigned to Purchaser at the Closing.

9.2 Casualty. Village assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If, between the Effective Date and the Closing Date, the Property suffers Material Damage, Village shall promptly, and in any event prior to the Closing, notify Purchaser. Purchaser may elect, by written notice delivered to Village within fifteen (15) days after receipt of such notice, to either (a) terminate this Agreement without further liability to Purchaser and neither party shall have any further obligation to the other hereunder except as may be expressly provided in this Agreement, or (b) continue to Closing. The Closing Date shall be extended as necessary to permit Purchaser the full fifteen (15) days. "**Material Damage**" means damage which may cause, in Purchaser's reasonable judgment, Purchaser to expend additional funds to prepare the Property for the Project that it otherwise would not expend. If Purchaser does not terminate this Agreement in the case of Material Damage, Village shall assign to Purchaser at the Closing its right to recover under any insurance policies covering such damage (if any) and shall pay Purchaser at the Closing the amount of the deductible or other self-insured retention, if any. If between the Effective Date and the Closing Date, the Property suffers damage which is not Material Damage, Village shall assign to Purchaser all insurance proceeds payable on account of

such damage, and pay to Purchaser at Closing the amount of any deductible or uninsured loss under such insurance policy.

**ARTICLE 10**  
**Intentionally Deleted**

**ARTICLE 11**  
**Indemnity**

11.1 Purchaser's Indemnity of Village. Purchaser hereby agrees to indemnify, defend and hold the Village, its officers, officials, employees, attorneys, engineers, agents and consultants harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) suffered or incurred in any way whatsoever or arising from or in connection with the failure of Purchaser to perform its obligations or covenants of this Agreement. This Article 11 shall survive the Closing or termination of this Agreement and shall run with the land and be binding upon any successor in interest or transferee.

**ARTICLE 12**  
**Miscellaneous**

12.1 Assignment. The agreements, undertakings, rights, benefits and privileges set forth in this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representative. Notwithstanding any provision in this Agreement, Purchaser may not assign its rights under this Agreement without first obtaining Village's written approval, in Village's sole discretion.

12.2 Brokers. Parties represent to one another, each with respect to its own actions, that it has not retained nor hired any broker nor real estate consultant in connection with the conveyance evidenced by this Agreement. Each party agrees to indemnify the other for any claim for a broker commission or other compensation arising out of this Agreement and the contemplated transactions.

12.2 Notices. Any notice required under this Agreement shall be in writing and shall be delivered by hand or overnight courier (such as United Parcel Service or Federal Express), sent by mail by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand or courier delivery, deposit with such overnight courier for next business day delivery, or three (3) business days after deposit in the United States mail. The parties' respective addresses for notice purposes are as follows:

If to Purchaser:            Arthur Woods, Jr.  
                                      General Manager  
                                      Manco Home Builders, Inc.

\_\_\_\_\_  
\_\_\_\_\_, Illinois \_\_\_\_\_

with a copy to: [PURCHASER TO INSERT]

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

with a copy to: Village Clerk  
Village of Bensenville  
12 South Center Street  
Bensenville, Illinois 60106

12.3 General Provisions. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

12.4 Governing Law. This Agreement is governed by the laws of the Village of Bensenville, County of DuPage, and State of Illinois.

12.5 Jurisdiction, Venue and Forum. Each party irrevocably agrees that all judicial actions or proceedings in any way, manner, or respect, arising out of or from or related to this Agreement shall be litigated only in courts having sites within the County of DuPage, Illinois, and appeal courts within the State of Illinois. Each party hereby consents to the jurisdiction of any local or state court located within the County of DuPage, Illinois and hereby waives any objections each party may have based on improper venue or forum non conveniens to the conduct of any proceeding instituted hereunder.

12.6 Waiver. No waiver by any party of any breach of any provision of this Agreement shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of such provision itself, or a waiver of any right, power, or remedy under this Agreement.

12.7 Entire Agreement. This writing contains the entire agreement of the parties and may not be amended except in writing, signed by both Village and Purchaser. There are no promises, agreements, conditions, undertakings or warranties or representations, oral or written, express or implied or by operation of law, between the Parties or other than as herein set forth or as specifically referred to herein.

12.8 Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement.

12.9 Calculation of Time Periods. In computing any period of time described in this Agreement, the day of the act of event after which the designated period of time begins to run is not to be included, unless such last day is a Saturday, Sunday or legal holiday in the Village or under the laws of the State of Illinois, in which event the period shall run until the end of the next business day.



12.10 Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended to limit or define the text of any section or subsection.

12.11 Exhibits and Schedules. The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

<u>Exhibit A</u>	Plans
<u>Exhibit B</u>	Legal Description
<u>Exhibit C</u>	Deed

12.12 Entire Agreement. This Agreement, including Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

12.13 Termination of Agreement. If either Purchaser or Village terminates this Agreement pursuant to a right of termination granted under this Agreement, such termination will operate to relieve Village and Purchaser from all obligations under this Agreement, except for such obligations that expressly survive the termination of this Agreement.

12.14 Survival. All provisions of this Agreement which are not fully performed as of Closing shall survive Closing; provided, however, that the representations and warranties of Village contained in Section 7.1, and the representations and warranties of Purchaser contained in Section 7.4, will survive for the period, and are subject to the terms, of Section 7.2 and Section 7.5, respectively.

12.15 Time of Essence. Time is of the essence with respect to this Agreement.

12.16 Severability. If any provision of this Agreement shall be in violation of any applicable law or unenforceable for any reason, the invalidity or unenforceability of any provision shall not invalidate or render unenforceable any other provision hereof, which other provisions shall remain in full force and effect.

12.17 Further Assurances. Village and Purchaser shall do such further acts and execute and deliver such further agreements and assurances as the other party may reasonably require to give full effect and meaning to this Agreement.

12.18 Representatives Not Personally Liable. No elected or appointed officer, official, attorney, employee, consultant, or agent of the Village shall be personally liable to the Purchaser in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

*[Signatures begin on the following page]*

IN WITNESS WHEREOF, the Village and Purchaser have duly executed this Agreement pursuant to all requisite authorizations as of the Effective Date.

VILLAGE OF BENSENVILLE, ILLINOIS,  
An Illinois municipal corporation

\_\_\_\_\_  
Village President

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF DUPAGE     )

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, 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 Purchaser have duly executed this Agreement pursuant to all requisite authorizations as of the Effective Date.

Manco Home Builders, Incorporated

\_\_\_\_\_  
President

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DUPAGE        )

On this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, before me, personally appeared \_\_\_\_\_, personally known, who being by me duly sworn did say that they have read said Purchase and Sale Agreement and understand they are entering into contract for the purchase of property as an individual.

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:

**Exhibit A**

Project Plans

**Exhibit B**

Legal Description of Property

LOT 22 IN BLOCK 2 IN HOMESTEAD, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1925 AS DOCUMENT 195710 IN DUPAGE COUNTY, ILLINOIS.

Address of Property: 112 North Center Street, Bensenville, Illinois 60106

Permanent Index Number: 03-14-212-029-0000

**Exhibit C**

Form of Quit Claim Deed

This Instrument Prepared By:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Upon Recordation Mail To:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**QUIT CLAIM DEED**

THIS INDENTURE made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, between the VILLAGE OF BENSENVILLE, an Illinois municipality corporation, whose address is 12 South Center Street, Bensenville, Illinois (the "Grantor"), and \_\_\_\_\_, \_\_\_\_\_, whose address is \_\_\_\_\_ (the "Grantee"), WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, by these presents does CONVEY and QUIT CLAIM unto the Grantee, and to its successors and assigns, all of Grantor's right title and interest in and to the following described real estate, situated in the County of DuPage and State of Illinois, as follows:

THIS IS NOT HOMESTEAD PROPERTY.

Legal Description: LOT 22 IN BLOCK 2 IN HOMESTEAD, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 1925 AS DOCUMENT 195710 IN DUPAGE COUNTY, ILLINOIS.

Permanent Real Estate Index Numbers: 03-14-212-029-0000

Address: 112 North Center Street, Bensenville, Illinois 60106

**IN WITNESS WHEREOF**, the Grantor has duly executed this Quit Claim Deed as of the date first herein written.

**VILLAGE OF BENSENVILLE,**  
an Illinois municipal corporation

By: \_\_\_\_\_  
Name: Frank DeSimone  
Title: Village President



**TYPE:**Ordinance**SUBMITTED BY:**Lisa Banovetz**DEPARTMENT:**Finance**DATE:**07/16/24**DESCRIPTION:**

Ordinance Authorizes and Provides for the Bond Issuance in an Amount of \$1,990,000 for the Sesame Street Special Service Area General Obligation Bonds (Alternate Revenue Source), Series 2024 of the Village of Bensenville, DuPage and Cook Counties, Illinois, and Provides for the Levy and Collection of a Direct Annual Tax for the Payment of the Principal of and Interest on Said Bond

-  
-  
-  
-

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

Due to the timing of this matter, this item was not presented to the Committee of the Whole.

**DATE:**

N/A

**BACKGROUND:**

This Ordinance authorizes and provides for the issuance of bonds for the Sesame Street Special Service Area. The total not to exceed amount for this issuance is \$1,990,000. On June 18, 2024, the Village established Special Service Area Sesame Street which is roadway under the jurisdictional control of the Village, located in the Cook County portion of the Village within the 1-2 General Industrial District, serving six parcels of land (the "Subject Territory").

**KEY ISSUES:**

Village staff has determined that Sesame Street (Cook County) requires immediate and significant repairs and resurfacing due to extensive damage from the large commercial vehicles that routinely use said street while traveling to and from the Subject Territory. Necessary repairs to Sesame Street include full reconstruction of the roadway, installation of new curb and gutters, installation of sidewalks, and installation of lighting (the "Project") for the purpose of benefiting the residents, property owners, visitors, and other members of the public who utilize Sesame Street. The establishment of a special service area coterminous with the Subject Territory and will provide vital funding to complete the Project quickly and effectively. On March 26, 2024, the Corporate Authorities adopted Ordinance. 12-2024 proposing the establishment of the Sesame Street Special Service Area in the Village of Bensenville, Illinois (the "SSA") and setting a public hearing on the matter for April 16, 2024, at 6:30 p.m. On June 18, 2024, the Corporate Authorities adopted Ordinance. 30-2024 establishing the Sesame Street Special Service Area in the Village of Bensenville, Illinois (the "SSA"). All persons, including all taxpayers of record and persons owning taxable real property located within the SSA, were heard or given opportunity to be heard at the Public Hearings held at Bensenville Village Hall regarding the creation of the SSA on the Subject Territory.

The Village Board hereby authorizes and directs the Village Manager, on behalf of the Village, to undertake the issuance of the bonds and any costs related thereof.

**ALTERNATIVES:**

Discretion of the Board.

**RECOMMENDATION:**



Staff recommends the approval of the Ordinance Authorizing and Providing for the Issuance in an Amount of \$1,990,000 for the Sesame Street Special Service Area General Obligation Bonds (Alternate Revenue Source), Series 2024 of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the Special Service Area Sesame Street Project.

**BUDGET IMPACT:**

A total budget impact of \$1,990,000 plus interest expense will be payable over the next 20 years. The principal and interest payments will be funded through the collection of a direct annual tax for the payment of the principal of and interest of the respective General Obligation Bonds (Alternate Revenue Source), Series 2024. All tax levies collected will be maintained in the Village's general ledger account number 33000000 which will separately account for the revenue received generated from property taxes collected and for the respective expenditures for debt service payments related to the General Obligation Bonds (Alternate Revenue Source), Series 2024 issuance.

**ACTION REQUIRED:**

Approval of the Ordinance Authorizing and Providing for the Issuance in an Amount of \$1,990,000 for the Sesame Street Special Service Area General Obligation Bonds (Alternate Revenue Source), Series 2024 of the Village of Bensenville, DuPage and Cook Counties, Illinois, for the Special Service Area Sesame Street Project.

**ATTACHMENTS:**

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Ordinance	7/11/2024	Cover Memo
Petition	7/11/2024	Cover Memo
Hearing Notice	7/11/2024	Cover Memo

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

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$2,000,000.

WHEREAS, the Village of Bensenville, DuPage and Cook Counties, Illinois (the “Village”), is a duly organized and existing municipality operating under the provisions of the Illinois Municipal Code, as amended, and under the laws of the State of Illinois; and

WHEREAS, the Board of Trustees of the Village (the “Board”) has determined that it is advisable, necessary and in the best interests of the Village (i) to finance and construct certain public capital improvements in the Sesame Street Special Service Area, including the full reconstruction of the roadway, installation of new curb gutters, installation of sidewalks, and installation of lighting for the purpose of benefiting the residents, property owners, visitors and other members of the public who utilize Sesame Street the area in accordance with the plans and specifications therefor and on file with the Village Clerk (the “Project”), and (ii) to pay costs of issuance and expenses incident thereto, all for the benefit of the inhabitants of the Village; and

WHEREAS, the estimated cost of the Project, including engineering, legal, financial, bond discount, printing and publication costs, capitalized interest, and other expenses is \$2,000,000; and there are insufficient funds on hand and lawfully available to pay such costs; and

WHEREAS, such costs are expected to be paid for from proceeds of alternate bonds authorized to be issued at this time pursuant to the Local Government Debt Reform Act of the State of Illinois, as amended (the “Act”); and

WHEREAS, it is necessary and in the best interest of the Village that the Village proceed with the Project, and in order to raise the funds required therefor it will be necessary for the Village

to borrow an amount not to exceed \$2,000,000, and in evidence thereof to issue alternate bonds in an aggregate principal amount not to exceed \$2,000,000, all in accordance with the Act; and

WHEREAS, the Village has previously adopted, approved and established the Sesame Street Special Service Area within the Village (the “Sesame Street SSA”); and

WHEREAS, the revenue sources that will be pledged to the payment of the principal and interest on the alternate bonds will be (i) any portion of the ad valorem property taxes levied and collected in the Sesame Street SSA for the payment of bonds issued for the Sesame Street SSA for the payment of projects therein, and (ii) all collections of the simplified municipal telecommunications taxes imposed by the Village pursuant to the Simplified Municipal Telecommunications Tax Act as supplemented and amended, or substitute taxes as may be provided in the future (collectively, the “Pledged Revenues”); and

WHEREAS, if the above-mentioned Pledged Revenues are insufficient to pay said alternate bonds, ad valorem property taxes upon all taxable property in the Village without limitation as to rate or amount are authorized to be extended to pay the principal of and interest on said alternate bonds;

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. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this ordinance are full, true and correct and does incorporate them into this ordinance by this reference.

Section 2. Determination to Issue Bonds. It is necessary and in the best interest of the Village to proceed with the Project in accordance with the preliminary plans and estimate of cost as previously approved by the Board, and that for that purpose alternate bonds of the Village are

hereby authorized to be issued and sold from time to time in an aggregate amount of not to exceed \$2,000,000 to be known as “General Obligation Bonds (Alternate Revenue Source), Series 2024 (Sesame Street SSA Project)” (or similar designation as appropriate) (the “Bonds”).

Section 3. Publication. This authorizing ordinance, together with a notice in the statutory form, shall be published in a newspaper of general circulation in the Village, and if no petition, signed by the greater of (i) 7.5% of the registered voters in the Village or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less, (the notice published pursuant to this Section shall contain the specific number of voters required to sign a petition requesting that the issuance of the alternate bonds be submitted to referendum) asking that the issuance of the Bonds be submitted to referendum, is filed with the Village Clerk within thirty (30) days after the date of the publication of this authorizing ordinance and notice, then the Bonds shall be authorized to be issued.

Section 4. Additional Ordinances. If no petition meeting the requirements of applicable law is filed during the petition period referred to above, then the Board may adopt additional ordinances or proceedings supplementing or amending this ordinance providing for the issuance and sale of the Bonds and prescribing all the details of the Bonds, so long as the maximum amount of the Bonds as set forth in this ordinance is not exceeded and there is no material change in the Project as described herein. Such additional ordinances or proceedings shall in all instances become effective immediately without publication or posting or any further act or requirement. This authorizing ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the issuance of the Bonds under applicable law.

Section 5. Severability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 6. Conflicting Ordinances. All ordinances, resolutions and parts thereof, in conflict herewith are hereby repealed.

Section 7. Effective Date. This ordinance shall be in full force and effect from and after its adoption.

ADOPTED this 16<sup>th</sup> day of July, 2024, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 16<sup>th</sup> day of July, 2024.

---

Village President  
Village of Bensenville

ATTEST:

---

Village Clerk  
Village of Bensenville

Trustee \_\_\_\_\_ moved and Trustee \_\_\_\_\_ seconded the motion that said ordinance as presented and read by the Village Clerk be adopted.

After a full discussion thereof, the Village President directed that the roll be called for a vote upon the motion to adopt the ordinance as read.

Upon the roll being called the following Trustees voted AYE:

\_\_\_\_\_  
\_\_\_\_\_ and the following Trustees voted NAY: \_\_\_\_\_.

Whereupon the Village President declared the motion carried and the ordinance adopted and henceforth did approve and sign the same in open meeting and did direct the Village Clerk to record the same in full in the records of this meeting of the Village President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois.

Other business not pertinent to the adoption of said ordinance was duly transacted at said meeting.

Upon motion duly made and seconded, the meeting was adjourned.

\_\_\_\_\_  
Village Clerk  
Village of Bensenville,

**PETITION**

To the Village Clerk of the Village of Bensenville, Cook and DuPage Counties, Illinois:

We, the undersigned, being registered voters of the Village of Bensenville, Cook and DuPage Counties, Illinois, do hereby petition you to cause the following question to be certified to the County Clerk of The County of [Cook] [Kane], Illinois, and submitted to the electors of said Village at the next election at which such proposition may lawfully be submitted:

“Shall the Village of Bensenville, Cook and DuPage Counties, Illinois raise funds (i) to finance and construct certain public capital improvements in the Sesame Street Special Service Area, including the full reconstruction of the roadway, installation of new curb gutters, installation of sidewalks, and installation of lighting for the purpose of benefiting the residents, property owners, visitors and other members of the public who utilize Sesame Street the area in accordance with the plans and specifications therefor and on file with the Village Clerk (the “Project”), and (ii) to pay costs of issuance and expenses incident thereto, all for the benefit of the inhabitants of the Village and issue its general obligation alternate bonds to the amount not to exceed two million dollars (\$2,000,000) (said bonds being general obligation bonds for which real property taxes, unlimited as to rate or amount, may be levied, but which are expected to be paid from (i) any portion of the ad valorem property taxes levied and collected in the Sesame Street SSA for the payment of bonds issued for the Sesame Street SSA for the payment of projects therein, and (ii) all collections of the simplified municipal telecommunications taxes imposed by the Village pursuant to the Simplified Municipal Telecommunications Tax Act as supplemented and amended, or substitute taxes as may be provided in the future?”

SIGNATURE	PRINTED NAME	STREET ADDRESS OR RURAL ROUTE NUMBER	VILLAGE	COUNTY
_____	_____	_____	Bensenville,	
_____	_____	_____	Bensenville,	
_____	_____	_____	Bensenville,	
_____	_____	_____	Bensenville,	
_____	_____	_____	Bensenville,	
_____	_____	_____	Bensenville,	
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_____	_____	_____	Bensenville,	
_____	_____	_____	Bensenville,	
_____	_____	_____	Bensenville,	

\_\_\_\_\_, Bensenville,  
\_\_\_\_\_, Bensenville,

The undersigned, being first duly sworn, deposes and certifies that he or she is at least 18 years of age, his or her residence address is \_\_\_\_\_ (Street Address), \_\_\_\_\_ (City, Village or Town), \_\_\_\_\_ County, \_\_\_\_\_ (State), that he or she is a citizen of the United States of America, that the signatures on the foregoing petition were signed in his or her presence and are genuine, that to the best of his or her knowledge and belief the persons so signing were at the time of signing said petition registered voters of said Village and that their respective residences are correctly stated therein.

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

(NOTARY SEAL)



**NOTICE OF PUBLIC HEARING, INTENT TO ISSUE BONDS  
AND RIGHT TO FILE PETITIONS**

Notice is hereby given that the Board of Trustees (the “Board”) of the Village of Bensenville, Cook and DuPage Counties, Illinois (the “Village”), will hold a public hearing on August 13, 2024 at 6:30 p.m. The hearing will be held in the Village Hall Board Room located at 12 South Center Street, Bensenville, Illinois 60106. The purpose of the hearing will be to receive public comments on the proposal to sell general obligation alternate revenue bonds (the “Bonds”) in an aggregate principal amount not to exceed two million dollars (\$2,000,000) to (i) finance and construct certain public capital improvements in the Sesame Street Special Service Area, including the full reconstruction of the roadway, installation of new curb gutters, installation of sidewalks, and installation of lighting for the purpose of benefiting the residents, property owners, visitors and other members of the public who utilize Sesame Street the area in accordance with the plans and specifications therefor and on file with the Village Clerk (the “Project”), and (ii) pay costs of issuance and expenses incident thereto, all for the benefit of the inhabitants of the Village.

The Village, as set forth in the Ordinance adopted July 16, 2024 (the “Ordinance”), intends to issue the Bonds to pay the costs of the Project. The revenue sources that will be pledged to the payment of principal of and interest on the Bonds will be (i) any portion of the ad valorem property taxes levied and collected in the Sesame Street SSA for the payment of bonds issued for the Sesame Street SSA for the payment of projects therein, and (ii) all collections of the simplified municipal telecommunications taxes imposed by the Village pursuant to the Simplified Municipal Telecommunications Tax Act as supplemented and amended, or substitute taxes as may be provided in the future (collectively, the “Pledged Revenues”). If the Pledged Revenues are not sufficient to pay interest on and principal of the Bonds, the Village will also levy ad valorem property taxes upon all taxable property in the Village without limitation as to rate or amount (the “Pledged Taxes”). A complete copy of the Ordinance follows this notice.

Notice is hereby given that a petition may be filed with the Village within thirty (30) days of publication of this notice and the Ordinance, signed by not less than 629 voters of the Village, said voters being equal to the greater of (i) 7.5% of the registered voters in the Village or (ii) 200 of those registered voters or 15% of those registered voters, whichever is less, requesting that the proposition to issue of the Bonds be submitted to the voters of the Village. If such petition is filed with the Village Clerk within thirty (30) days after the date of publication of this notice and the Ordinance, an election on the proposition to issue the Bonds shall be held on November 5, 2024. The Circuit Court may declare that an emergency referendum should be held prior to said election date pursuant to the provisions of Section 2A-1.4 of the Election Code of the State of Illinois, as amended. If no such petition is filed with the Village Clerk within said 30-day period, the Bonds shall be authorized to be issued.

By order of the President and Board of Trustees of the Village of Bensenville.

Dated this July 17, 2024

/s/ Nancy Quinn

Village Clerk, Village of Bensenville, Cook and  
DuPage Counties, Illinois

**TYPE:**

Resolution

**SUBMITTED BY:**

Amanda Segreti

**DEPARTMENT:**

Public Works

**DATE:**

July 16, 2024

**DESCRIPTION:**

Resolution Authorizing the Execution of a Purchase Order to the DuPage River / Salt Creek Workgroup (DRSCW) for the 2024/2025 Annual Dues in the Not-to-Exceed Amount of \$12,429

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

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

**COMMITTEE ACTION:**

N/A

**DATE:**

N/A

**BACKGROUND:**

The DRSCW (DuPage River Salt Creek Workgroup) formed in 2005 in response to concerns about TMDLs (Total Maximum Daily Loads) being set for the East & West Branches of the DuPage River and Salt Creek. The DRSCW seeks to implement targeted watershed activities that resolve priority waterway problems efficiently and cost-effectively. The mission of the Workgroup is to bring together a diverse coalition of stakeholders to work together to preserve and enhance water quality and stream resource quality in the East Branch DuPage River, West Branch DuPage River, Salt Creek, and their tributaries.

Currently, at 78 members (41 municipalities and sanitary districts), the Workgroup meets frequently to discuss opportunities to improve water quality and meet IEPA standards. The Village of Bensenville joined the Workgroup in 2005 and supports their goals.

Participation in the Workgroup is also a condition of our Wastewater Treatment Plant Permit in order to continue with a 1.0 mg/L limit on phosphorus. Costs to reduce this limit could cost in excess of \$100,000 annually.

**KEY ISSUES:**

The Village's commitment/dues to the Local Funding Program for 2024/2025 was identified as \$12,429. Participation in the Special Conditions component of the DRSCW benefits the Village with extended permit conditions with respect to phosphorous removal.

**ALTERNATIVES:**

Discretion of the Village Board.

**RECOMMENDATION:**

Staff recommends approval of the Resolution Authorizing the Execution of a Purchase Order to the DuPage River / Salt Creek Workgroup (DRSCW) for the 2024/2025 Annual Dues in the Not-to-Exceed Amount of \$12,429

**BUDGET IMPACT:**

\$15,000 is allocated in 51050570-521110

**ACTION REQUIRED:**

Approval of the Resolution Authorizing the Execution of a Purchase Order to the DuPage River / Salt Creek

Workgroup (DRSCW) for the 2024/2025 Annual Dues in the Not-to-Exceed Amount of \$12,429

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
RES - DRSCW	6/17/2024	Resolution Letter
2024 Invoice 590	6/17/2024	Backup Material
2024 Bensenville Agency Profile	6/17/2024	Backup Material

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER TO  
THE DUPAGE RIVER / SALT CREEK WORKGROUP (DRSCW)  
FOR THE 2024/2025 ANNUAL DUES  
IN THE NOT-TO-EXCEED AMOUNT OF \$ 12,429**

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 (the “Village”) owns and operates a Wastewater Treatment Plant (WWTP) that is subject to permit requirements by the Illinois Environmental Protection Agency (IEPA), and

WHEREAS the Village of Bensenville has supported and participated in DRSCW as an Agency member since 2005; and

WHEREAS the DRSCW has developed a Special Condition that is acceptable to IEPA that will extend a new Phosphorus limit for eleven years in lieu of the five-year permit cycle; and

WHEREAS the Special Condition includes engineering studies that require an additional level of funding by the Village; and

WHEREAS on November 4, 2015 the Village formally approved an agreement to participate in the Special Conditions and associated dues as part of Resolution R-86-2015, and

WHEREAS dues for 2024/2025 were identified as \$12,429.

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 the DuPage River Salt Creek Workgroup (DRSCW) for the 2024/2025 Annual Dues in the Amount of \$12,429.

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 July 16, 2024.

APPROVED:

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

ATTEST:

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

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

NAYS: \_\_\_\_\_

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



DuPage River Salt Creek Workgroup

# Invoice

10S404 Knoch Knolls Road  
Naperville, IL 60565

Bill To		Date	Invoice #
Village of Bensenville 12 S Center Street Bensenville, IL 60106		6/10/2024	590
Description		Amount	
Agency Membership Dues for Mar. 1, 2024 - Feb. 28, 2025		12,429.00	
<b>Total</b>		\$12,429.00	



1. Agency Name: Village of Bensenville

Address: 717 E Jefferson Street County: DuPage
City: Bensenville Zip: 60106 Website: www.bensenville.il.us
Telephone Number: 630-766-8200 Fax Number: 630-594-1148
Chief Executive Officer Name: Frank DeSimone Title: Village President

2. If your Agency operates a wastewater treatment facility, please provide the following information for each facility:

NPDES Permit Number: IL0021849 NPDES Permit Number:
Facility Discharges to: Salt Creek Facility Discharges to:
Design Average Flow: 4.7 MGD Design Average Flow:
NPDES Permit Number: NPDES Permit Number:
Facility Discharges to: Facility Discharges to:
Design Average Flow: Design Average Flow:

3. If your Agency has received an NPDES Phase II permit for municipal separate storm sewer discharges, please provide the areas within your municipality that are tributary to each watershed:

Table with 3 columns: Watershed Name, Value, and Unit. Rows include East Branch DuPage River (0 Acres), West Branch DuPage River (0 Acres), Salt Creek (1575 Acres), and Total (1575 Acres).

4. Are there any combined sewer service areas within your Agency?
No No Yes (If yes, the DRSCW may request additional information)

5. DESIGNATED REPRESENTATIVE: Name: Joe Caracci Title: Director of Public Works Direct Line: Email Address: jcaracci@bensenville.il.us
ALTERNATE REPRESENTATIVE: Name: Erik Lanphier Title: Wastewater Supervisor Direct Line: Email: elanphier@bensenville.il.us Address:

The Designated Representative is authorized to vote at Workgroup meetings on the agency's behalf and the Alternate Representative is authorized to vote in the absence of the Designated Representative.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Please direct questions to Stephen McCracken, Watershed Coordinator, at 630-768-7427. Please complete this Agency Membership Profile and return it along with a check made payable to DRSCW:
DuPage River/ Salt Creek Workgroup
10S404 Knoch Knolls Rd.
Naperville, Illinois 60565



**TYPE:**Resolution**SUBMITTED BY:**Frank Palumbo**DEPARTMENT:**Public Works**DATE:**July 16, 2024**DESCRIPTION:**

Resolution Waiving Competitive Bidding and Authorizing the Execution of a Contract with Utility Service Company, Inc. for the Replacement of Three Underground Water Storage Tank Hatches in the not to Exceed Amount of \$68,941

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

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

**COMMITTEE ACTION:**

N/A

**DATE:**

N/A

**BACKGROUND:**

The Village of Bensenville owns and operates the 1.8 million gallon underground water storage tank located at the Church Road Pumping Station. This tank holds and distributes water into our distribution system. Access to this tank is granted utilizing three above ground hatches. These hatches over time have become inoperable and unsafe, due to weather and age. Replacement of these hatches is necessary not only for access to the tank, but to reliably secure and protect the Village's drinking water.

**KEY ISSUES:**

Replacement of these hatches requires extensive customized work to remove the existing hatch systems, rebuild the concrete collars, and build a frame for the new hatches. Utility Services Company, Inc. performs this type of customized work for many communities in the area. They also are our maintenance and monitoring contractor for our Foster Avenue Storage Tank and has performed to our satisfaction in the past.

Utility Service Company provided a proposal in the amount of \$68,941 to replace the three hatches.

**ALTERNATIVES:**

Discretion of the Village Board.

**RECOMMENDATION:**

Staff recommends the approval of the Resolution Waiving Competitive Bidding and Authorizing the Execution of a Contract with Utility Service Company, Inc. for the Replacement of Three Underground Water Storage Tank Hatches in the not to Exceed Amount of \$68,941

**BUDGET IMPACT:**

This was an unbudgeted item for CY2024. Staff feels there are sufficient funds available in the Water CIP due to projects coming in under budget. Funds should be allocated to Account Number 51080860 596000 23307.

New Project Code 23307 - Church Road Reservoir Hatch Replacement

**ACTION REQUIRED:**

Approval of a Resolution Waiving Competitive Bidding and Authorizing the Execution of a Contract with Utility Service Company, Inc. for the Replacement of Three Underground Water Storage Tank Hatches in the not to Exceed Amount of \$68,941

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**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	7/2/2024	Resolution Letter
Proposal	7/1/2024	Backup Material

**RESOLUTION NO.**

**RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH UTILITY SERVICES COMPANY, INC. FOR THE REPLACEMENT OF THREE UNDERGROUND WATER STORAGE TANK HATCHES IN THE NOT TO EXCEED AMOUNT OF \$68,941**

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 identified safety issues with the current state of the three access hatches to the Church Road Underground Water Storage Tank; and

WHEREAS, the condition of these hatches poses risk to the technicians who use them; and

WHEREAS, the condition of these hatches poses a risk to drinking water security and purity; and

WHEREAS, Public Works staff has identified new hatch systems that will increase security and longevity; and

WHEREAS, the configuration of the access panels and hatches are custom and proprietary product sold through Utility Services Company, Inc., and thus competitive bidding is not possible, and

WHEREAS, Utility Services Company, Inc., provided a proposal with specifications in line with the requirements Village staff set forth in the amount of \$68,941.

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 Waiving Competitive Bidding and Authorizing the Execution of a Contract with Utility Services, Company, Inc. for the Replacement of Three Underground Water Storage Tank Hatches in the not to Exceed Amount of \$68,941.

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 July 16, 2024.

APPROVED:

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

ATTEST:

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

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

NAYS: \_\_\_\_\_

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



Proposal from  
**UTILITY SERVICE CO., INC.**

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069  
 Toll-free: 855-526-4413 | Fax: 478-987-2991  
 usgwater.com

Date: \_\_\_\_\_ Submitted by: \_\_\_\_\_ Local Phone: \_\_\_\_\_  
 SFID: \_\_\_\_\_ MP / CS Asset: \_\_\_\_\_

Entity Proposal Submitted To ("Customer"):			Phone Number:	Fax Number:	
Street Address:			Description of Work to be Performed:		
City:	State:	Zip Code:	Asset Name:		
Accounts Payable Contact Name:	Email:		Job Site Address:		
Job Contact (Inspection Reports):	Email:		County / Parish:	Asset Size:	Asset Style:

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

----00 /100 Dollars \$ \_\_\_\_\_ .00

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**  
**Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362**

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically \_\_\_\_\_ days following the date of this Proposal.

Authorized  
 USCI Signature

**Acceptance of Proposal** The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax?      No      Yes      If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month \_\_\_\_\_ Customer Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_ Printed Name \_\_\_\_\_

FOR INTERNAL USE ONLY

SFID: \_\_\_\_\_ CN: \_\_\_\_\_ SO: \_\_\_\_\_ MP / CS PN: \_\_\_\_\_



Proposal from  
**UTILITY SERVICE CO., INC.**  
535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069  
Toll-free: 855-526-4413 | Fax: 478-987-2991  
usgwater.com

## Exhibit A – Scope of Work



Proposal from  
**UTILITY SERVICE CO., INC.**  
535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069  
Toll-free: 855-526-4413 | Fax: 478-987-2991  
usgwater.com

**Notes / Exclusions**

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Proposal from  
**UTILITY SERVICE CO., INC.**

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Toll-free: 855-526-4413 | Fax: 478-987-2991  
usgwater.com

## Exhibit B – Terms and Conditions

### A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer, whether in writing, on the Internet, by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc., including notice of warranty claims by the Customer, shall be sent to: Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

### B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach. Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

### C. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

### D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

### E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

### F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

### G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

### H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

### I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns.

### J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.





Proposal from  
**UTILITY SERVICE CO., INC.**  
535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069  
Toll-free: 855-526-4413 | Fax: 478-987-2991  
usgwater.com

## **Exhibit B – Terms and Conditions (Continued)**

### **K. SATISFACTION OF WARRANTY CLAIM**

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

### **L. INDEMNIFICATION**

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

### **M. FORCE MAJEURE**

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

### **N. LIMITATION OF LIABILITY**

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

### **O. GOVERNING LAW AND DISPUTE RESOLUTION**

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section O.

**TYPE:**

Resolution

**SUBMITTED BY:**

Brad Hargett

**DEPARTMENT:**

Public Works

**DATE:**

July 16, 2024

**DESCRIPTION:**

Resolution Authorizing the Execution of a Change Order No. 1 (FINAL) with Utility Dynamics Corporation for the 2022 CDBG Annual Residential Streetlight Project for a decrease of \$27,873.50, for a revised contract cost of \$481,887.50

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

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

**COMMITTEE ACTION:**

N/A

**DATE:**

N/A

**BACKGROUND:**

The Village applied for CDBG funding for the 2022 Residential Streetlight Project and was successfully in receiving \$481,425 of CDBG funding through DuPage County. The project included installation of 47 streetlights in two areas of the Village.

Construction was awarded to Utility Dynamics on November 14, 2023 via Resolution R-134-2023 in the amount of \$509,761. The project was substantially completed in June 2024. Final construction completion occurred during July 2024. We are currently awaiting final connection of power from ComEd.

**KEY ISSUES:**

With the construction now complete, we have settled on all final quantities with Utility Dynamics. We were successful in reducing the final cost with the balancing of original quantities by the amount of \$27,873.50. This resulted in a final construction cost of \$481,887.50. Change Order No. 1 (FINAL) reflects this reduction. Most of the reductions occurred due to our ability to minimize items like sidewalk and landscape restoration.

With this final construction cost and the grants that we received, the Village's out of pocket cost was \$462.60 for the project.

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

Staff recommends approval of a Resolution Authorizing the Execution of a Change Order No. 1 (FINAL) with Utility Dynamics Corporation for the 2022 CDBG Annual Residential Streetlight Project for a decrease of \$27,873.50, for a revised contract cost of \$481,887.50

**BUDGET IMPACT:**

In 2024, the Village had budgeted \$510,000.00 for the Annual Residential Streetlight Project in account 31080810-596000-23401. The CDBG grant will cover 100% of the construction costs up to the maximum of \$481,425.00. The Village is responsible for the contribution of funds in excess of the total project cost not covered by the CDBG grant totaling \$481,425.00. The Village's portion of the construction cost is \$462.50.

**ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of a Change Order No. 1 (FINAL) with Utility Dynamics

Corporation for the 2022 CDBG Annual Residential Streetlight Project for a decrease of \$27,873.50, for a revised contract cost of \$481,887.50

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	7/9/2024	Resolution Letter
Change Order No. 1 (Final)	7/10/2024	Backup Material
Original Resolution	7/9/2024	Backup Material

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 1 (FINAL) WITH UTILITY DYNAMICS CORPORATION FOR THE 2022 CDBG ANNUAL RESIDENTIAL STREETLIGHT PROJECT FOR A DECREASE OF \$27,873.80, FOR A REVISED FINAL CONTRACT AMOUNT OF \$481,887.50**

WHEREAS, Chapter 720, Section 5/33-E-9 of the Illinois Compiled Statutes 2002 requires change orders on public contracts involving total cumulative changes of more than Ten Thousand Dollars (\$10,000) in value or a cumulative total of thirty (30) days in time to be made by written determination; and

WHEREAS, it has been determined that it would be beneficial to the Village to revise original contract quantities to match actual as-constructed amounts, to compensate the contractor for additional work performed as directed and approved by the project engineer and Village staff, and to receive credit for the items that weren't used on the project; and

WHEREAS, the original awarded contract amount of \$509,761.00 was approved by the Village Board on November 14, 2023 (R-134-2023); and,

WHEREAS, the construction improvements have been completed on the 2022 CDBG Annual Residential Streetlight Project except for ComEd providing electrical service; and

WHEREAS, the final cost of improvements is \$481,887.50, which is a decrease of \$27,873.50 or 5.5% under the awarded contract amount, for a revised contract cost of \$481,887.50.

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 Authorizing the Execution of the Change Order #1 (FINAL) with Utility Dynamics Corporation for the 2022 CDBG Annual Residential Streetlight Project for a decrease amount of \$27,873.50 for a revised contract amount of \$481,887.50. The nature of the change order included balancing of contract quantities as well as not utilizing the certain items due to better than expected underlying conditions.

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 July 16, 2024.

APPROVED:

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

ATTEST:

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

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

NAYS: \_\_\_\_\_

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

**REQUEST FOR AUTHORIZATION OF CHANGES  
CHANGE ORDER NO. 1 - FINAL**



Project Name: 2022 Residential Street Lighting Project

To: Village of Bensenville  
717 E. Jefferson Street  
Bensenville, IL 60106

Contractor: Utility Dynamics Corp  
23 Commerce Dr  
Oswego, IL 60543

Date: 7/2/2024

The following change from the Plans in the construction of the above designated project is recommended:

ITEM	DESCRIPTION	ADDITIONS	DEDUCTIONS
#1 - #22	Final Quantity Balancing		\$27,873.50

Amount of this Order: -27,873.50  
 Amount of Previous Orders: \$0.00  
 Original Contract Amount: \$509,761.00  
 Original Contract Amount and Orders: \$481,887.50

The work covered by this Order shall be performed under the same terms and conditions as that included in the Original Contract.

Requested by:	Brad Hargett, Assistant Village Engineer		7/10/24
Reviewed by:	Jeff Maczko, Village Engineer		7/8/24
Recommended by:	Joe Caracci, Director of Public Works		7/9/24
Approved by:	Evan Summers, Village Manager		
Accepted by:	Joseluis Guzman, Utility Dynamics Corp,		07/03/2024

**RESOLUTION NO. R-134-2023**

**AUTHORIZING AN EXECUTION OF A CONSTRUCTION CONTRACT  
WITH UTILITY DYNAMICS, INC FOR THE  
2022 CDBG ANNUAL RESIDENTIAL STREET LIGHT PROGRAM IN THE  
AMOUNT OF \$509,791.00**

WHEREAS the Village of Bensenville performed a Residential Community Survey in 2011, and

WHEREAS the Survey indicated an overwhelming desire for Residential Street Lighting, and

WHEREAS the Village has included an annual Residential Street Light Program in our Strategic Plan; and

WHEREAS the Village completed a Residential Street Light Program in 2015 2016, 2017, 2018, 2019 and 2021; and

WHEREAS in an effort to increase the number of lights being installed under this program the Village submitted an application for Community Development Block Grant (CDBG); and

WHEREAS the Village has received CDBG funds for this project in the amount of \$481,425; and

WHEREAS this project was advertised on October 16, 2023 with a bid opening on October 31, 2023; and

WHEREAS Utility Dynamics, Inc of Oswego, Illinois submitted the lowest responsible bid for this project in the amount of \$509,791.00

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

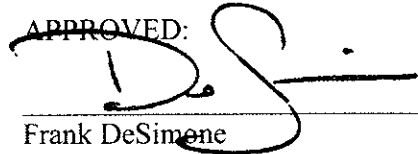
SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing an execution of a construction contract with Utility Dynamics, Inc for the 2022 CDBG Annual Residential Streetlight Project in the not to exceed amount of \$509,791.00.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, this 14<sup>th</sup> day of November, 2023.

APPROVED:   
\_\_\_\_\_  
Frank DeSimone  
Village President

ATTEST:  
  
\_\_\_\_\_  
Nancy Quinn, Village Clerk

AYES: Carmona, Franz, Frey, Lomax, Panicola\_\_\_\_\_

NAYS: None\_\_\_\_\_

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



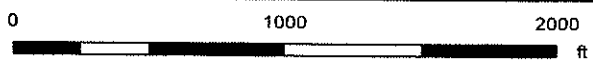
# GIS Consortium | 2022 Residential Street Lighting Project - Area #1



**Legend**

**Notes**

LOCATION MAP



Print Date: 5/1/2023

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.





VILLAGE OF BENSENVILLE: 2022 RESIDENTIAL STREET LIGHTING PROJECT  
 BID TABULATION SHEET  
 BIDS OPENED: OCTOBER 31, 2023 BID AT 11:00 A.M.

ITEM NO.	PAY ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		UTILITY DYNAMICS CORPORATION		ELECTRIC CONDUIT CONSTRUCTION CO.		LOW BID COMPARISON	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT DIFF.	BID DIFF.
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	60	\$70.00	\$4,200.00	\$5.00	\$300.00	\$109.20	\$6,552.00	(\$65.00)	(\$3,900.00)
2	CONTAMINATED WASTE DISPOSAL	CU YD	20	\$150.00	\$3,000.00	\$10.00	\$200.00	\$121.49	\$2,429.80	(\$140.00)	(\$2,800.00)
3	SEEDING CLASS 1 (SPECIAL)	SQ YD	2,600	\$10.00	\$26,000.00	\$10.00	\$26,000.00	\$28.35	\$73,710.00	\$0.00	\$0.00
4	PROTECTIVE COAT	SQ YD	22	\$10.00	\$220.00	\$10.00	\$220.00	\$45.00	\$990.00	\$0.00	\$0.00
5	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	200	\$15.00	\$3,000.00	\$32.00	\$6,400.00	\$36.12	\$7,224.00	\$17.00	\$3,400.00
6	SIDEWALK REMOVAL	SQ FT	200	\$6.00	\$1,200.00	\$10.00	\$2,000.00	\$3.00	\$600.00	\$4.00	\$800.00
7	ELECTRIC SERVICE INSTALLATION	EACH	3	\$2,000.00	\$6,000.00	\$800.00	\$2,400.00	\$2,750.79	\$8,252.37	(\$1,200.00)	(\$3,600.00)
8	ELECTRIC UTILITY SERVICE CONNECTION	L SUM	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00
9	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	110	\$30.00	\$3,300.00	\$24.00	\$2,640.00	\$106.48	\$11,712.80	(\$6.00)	(\$660.00)
10	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	900	\$30.00	\$27,000.00	\$20.00	\$18,000.00	\$84.09	\$75,681.00	(\$10.00)	(\$9,000.00)
11	UNDERGROUND CONDUIT, COLABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	7,230	\$10.00	\$72,300.00	\$15.00	\$108,450.00	\$22.39	\$161,879.70	\$5.00	\$36,150.00
12	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	FOOT	19,430	\$1.25	\$24,287.50	\$1.00	\$19,430.00	\$4.90	\$95,207.00	(\$0.25)	(\$4,857.50)
13	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	4,780	\$1.75	\$8,365.00	\$1.25	\$5,975.00	\$5.42	\$25,907.60	(\$0.50)	(\$2,390.00)
14	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	2,220	\$2.50	\$5,550.00	\$2.80	\$6,216.00	\$6.01	\$13,342.20	\$0.30	\$666.00
15	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	320	\$4.00	\$1,280.00	\$3.50	\$1,120.00	\$19.38	\$6,201.60	(\$0.50)	(\$160.00)
16	LIGHT POLE, ALUMINUM, 12 FT. M.H. WITH 1-60W LED ORNAMENTAL FIXTURE	EACH	47	\$4,000.00	\$188,000.00	\$4,450.00	\$209,150.00	\$4,834.37	\$227,215.39	\$450.00	\$21,150.00
17	LIGHTING CONTROLLER, PEDESTAL MOUNTED, 240VOLT, 100AMP	EACH	3	\$8,000.00	\$24,000.00	\$9,850.00	\$29,550.00	\$16,962.58	\$50,887.74	\$1,850.00	\$5,550.00
18	CONSTRUCTION LAYOUT	L SUM	1	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$10,867.50	\$10,867.50	\$6,000.00	\$6,000.00
19	HANDHOLE, COMPOSITE CONCRETE (SPECIAL)	EACH	23	\$700.00	\$16,100.00	\$680.00	\$15,640.00	\$1,579.87	\$36,337.01	(\$20.00)	(\$460.00)
20	LIGHTING CONTROLLER FOUNDATION	EACH	3	\$1,500.00	\$4,500.00	\$1,000.00	\$3,000.00	\$5,265.14	\$15,795.42	(\$500.00)	(\$1,500.00)
21	LIGHT POLE FOUNDATION, METAL, 10" BOLT CIRCLE, 6 5/8" X 6"	EACH	47	\$1,000.00	\$47,000.00	\$810.00	\$38,070.00	\$1,957.50	\$92,002.50	(\$190.00)	(\$8,930.00)
22	FUNDING SIGN	EACH	2	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00	\$315.00	\$630.00	(\$1,000.00)	(\$2,000.00)
<b>TOTAL:</b>					<b>\$476,302.50</b>						
(1) BIDDER'S HAND ENTERED TOTAL BID							<b>\$509,761.00</b>	(1)	<b>\$949,815.63</b>		
(2) SUMMATION OF HAND ENTERED TOTALS EXTENDED:							<b>\$509,761.00</b>	(2)	<b>\$927,425.63</b>		
(3) DIFFERENCE IN BID SUMMATIONS:							<b>\$0.00</b>	(3)	<b>-\$22,390.00</b>		
(4) ACTUAL ENTERED BID:							<b>\$509,761.00</b>	(4)	<b>\$927,425.63</b>		

1) An error occurred in the extension of item #11 total cost.

<b>PROPOSAL SUBMITTED BY:</b>		
Utility Dynamics Corporation		
<b>Contractor's Name</b>		
23 Commerce Drive		
<b>Street</b>	<b>P.O. Box</b>	
Oswego	IL	60543
<b>City</b>	<b>State</b>	<b>Zip Code</b>

**THE VILLAGE OF BENSENVILLE**



**BENSENVILLE**  
GATEWAY TO OPPORTUNITY

**CONTRACT REQUIREMENTS FOR**

**2022 RESIDENTIAL STREET LIGHTING PROJECT**

**VILLAGE PRESIDENT – FRANK DESIMONE**

**TRUSTEES**

**ROSA CARMONA  
ANN FRANZ  
MARIE FREY**


**McLANE LOMAX  
ARMANDO PEREZ  
NICHOLAS PANICOLA, JR.**

**VILLAGE CLERK – NANCY QUINN  
VILLAGE MANAGER – EVAN SUMMERS  
DIRECTOR OF PUBLIC WORKS – JOSEPH CARACCI**

**NOTICE: FEDERAL LABOR STANDARDS, PREVAILING WAGE RATES AND SECTION 3 REGULATIONS WILL APPLY TO THIS PROJECT**

**MINORITIES OWNED BUSINESS ENTERPRISE (MBE), WOMEN OWNED BUSINESS ENTERPRISES (WBE), AND SECTION 3 CONTRACTORS ARE ENCOURAGED TO SUBMIT BIDS ON THIS PROJECT**

**CONTRACT DOCUMENTS PREPARED BY**

 **VILLAGE OF BENSENVILLE**  
Department of Public Works  
717 E. Jefferson Street, Illinois 60106

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

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VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

**NOTICE TO BIDDERS**

THE VILLAGE OF BENSENVILLE, DuPAGE COUNTY, ILLINOIS, will receive sealed bids for the **2022 RESIDENTIAL STREET LIGHTING PROJECT until Eleven A.M. (11:00 A.M.) (prevailing time), October 31, 2023** at the office of the Municipal Clerk in the Village Hall, 12 South Center Street, in the Village of Bensenville, Illinois, at which time and place all bids will be publicly opened and read aloud.

**NOTICE: FEDERAL LABOR STANDARDS, PREVAILING WAGE RATES AND SECTION 3 REGULATIONS WILL APPLY TO THIS PROJECT**

**MINORITIES OWNED BUSINESS ENTERPRISE (MBE), WOMEN OWNED BUSINESS ENTERPRISES (WBE), AND SECTION 3 CONTRACTORS ARE ENCOURAGED TO SUBMIT BIDS ON THIS PROJECT**

The contract documents, including plans and specifications, are on file at the office of the Owner, Village of Bensenville – Department of Public Works, 717 East Jefferson Street, Bensenville IL 60106, (630) 350-3411. Copies of the bid documents may be obtained from the Village of Bensenville website <https://www.bensenville.il.us/bids.aspx> or email Brad Hargett, Assistant Village Engineer, at [bhargett@bensenville.il.us](mailto:bhargett@bensenville.il.us) at no charge for each set along with a copy of the Contractor's "Certificate of Eligibility" issued by the Illinois Department of Transportation.

A bid bond, certified check, bank draft or irrevocable letter of credit on a solvent bank, payable to the Village of Bensenville, or cash in an amount of not less than ten percent (10%) of the amount of the bid shall be submitted with each bid.

The successful bidder will be required to furnish a satisfactory performance bond in the amount equal to one hundred percent (100%) of the Contract sum as a security for the faithful performance of the Contract and also a Payment Bond in the amount equal to one hundred percent (100%) of the Contract Sum as a security for the payment of all persons performing labor on the Project under the Contract and furnishing materials in connection of the Contract. The successful bidder shall also furnish a Certificate of Insurance. No bid shall be withdrawn after opening of bids without the consent of said Municipality for a period of sixty (60) days after the scheduled time of opening bids.

The Village of Bensenville reserves the right to reject any or all bids and to waive any informalities in bidding and to accept the bid deemed most advantageous to it, all in accordance with the standard specifications.

Execution of this Contract shall be contingent upon the execution of an agreement between the Village and DuPage County related to Community Development Block Grant funding.

## **INSTRUCTION TO BIDDERS**

### 1. GENERAL

- a) The said improvement shall be constructed and completed in accordance with the maps, plats, plans, profiles, and the specifications for the same, relating to the construction of said improvement.
- b) The Contract Documents, including plans and specifications prepared by the Village of Bensenville are on file at the office of the Municipal Clerk, Village of Bensenville, Illinois, hereinafter referred to as the Municipality.

### 2. SCOPE

The proposed improvement herein specified and described contemplates the following improvement:

The project includes the installation of street lighting along the following streets.

- Belmont Avenue – Dead End to York Road
- Addison Road – Dead End to Belmont Avenue
- Center Street – Dead End to Belmont Avenue
- Twin Oaks Street – Marshall Road to Dead End
- Argyle Street - Marshall Road to Cul-De-Sac
- Green Valley Street to Stoneham Street
- Kevyn Lane – Green Valley Street to Stoneham Street
- Stoneham Street – Kevyn Lane to Franzen Street
- Franzen Street – Dead End to Stoneham Street

### 3. CONSTRUCTION ITEMS

Major work items for which proposals are invited include Street Light Installation, Electric Cable in Conduit, Underground Conduits, Lighting Controller, Helix Foundation, and Landscape Restoration.

The Contractor will be required to determine for himself the actual quantities and items involved and the extent of the work and shall bid accordingly.

### 4. LAND

For the purpose of constructing, operating and maintaining the herein described improvements, the Municipality has or will acquire the necessary land and right-of-way privileges required for the construction of same. The Contractor will construct any necessary access roads or facilities, if any are required.

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

5. PAYMENT FOR PLANS

Copies of the documents, including plans and specifications, may be obtained at no cost at the office of the Owner.

6. PROPOSALS

- a) Sealed proposals will be received by the Municipal Clerk, of said Municipality, in accordance with the official advertisement.
- b) Proposals must be completed on the accompanying blank form. Proposals shall be submitted in an opaque sealed envelope on or before the time stated and shall bear the name of the individual, firm or corporation submitting the Proposal. The envelope shall be clearly marked with the name of the project and the date and time of the bid opening, and shall be addressed to the said Municipality.
- c) All bids must be accompanied by a bid bond, certified check, bank draft, or irrevocable letter of credit on a responsible, solvent bank, payable to the said Municipality, or cash, in an amount equal to ten percent (10%) of the total amount of the bid, the same to be refunded or returned to the bidder upon his faithful performance of the conditions of the Proposal, to the satisfaction of the Municipality.
- d) The Person, Firm or Corporation to whom the Contract may be awarded will be required to execute a contract and bond with sureties within the time provided by law, a blank form of which said contract and bond is hereto attached and additional copies may be had on application to the Clerk of said Municipality. In case of failure or neglect to so execute, the said person, firm or corporation will be considered to be in default, and the above-mentioned deposit shall thereupon be forfeited to the said Municipality and collected by law; and thereupon the Municipality may award the Contract to another bidder or rebid the project.
- e) No bid will be considered unless the party offering it shall furnish evidence satisfactory to the Municipality that he has necessary facilities, ability and pecuniary resources to fulfill the conditions of the contract. Each bidder shall be I.D.O.T. qualified for the work involved and shall provide a copy of his I.D.O.T. "Certificate of Eligibility" prior to receiving plans and/or bid documents. Additionally, all bidders shall complete I.D.O.T.'s "Affidavit of Availability" and include it with their proposal.



VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

- f) The total bid price must be written in the bid, and also stated in figures, and if any discrepancy occurs between the written and figured prices, the total bid price, predicated on the figured prices, will be taken as the intention of the bidder. Bids which are noticeably unbalanced may be voided at the sole discretion of the Municipality.
- g) No proposal will be made or considered on any part of the work which does not provide for the completion of the work in accordance with the requirements of the plans, specifications and special provisions. The bidder's proposal must provide, in ink, a unit price for all items listed on the proposal form. Should any unit prices be omitted, the bidder's proposal will be declared invalid and his bid rejected.
- h) The bidders will be required to execute the contract documents not more than fifteen (15) days following written notice to the Contractor of the award and these documents shall be completed and returned to the Municipality within the time limit specified within the proposal form. It is understood and agreed that the submittal of these documents within the time limit is an essential part of the Contract.
- i) Permission will not be given for the withdrawal of any bid or proposal for a period of sixty (60) days after the opening thereof, excepting that any bidder may withdraw his bid personally or by written request at any time prior to the opening of bids.
- j) In submitting this Proposal, the Bidder declares that the only person or party interested in the Proposal as principals are those he has named herein, and that the Proposal is made without collusion with any other person, firm or corporation.

7. INSTRUCTIONS AND PROPOSAL ATTACHED

EACH BID SHALL HAVE ATTACHED THERETO A COPY OF THESE INSTRUCTIONS AND SPECIAL PROVISIONS.

8. BIDDER'S DUTIES

- a) The Bidder further declares that he has carefully examined the Instruction to Bidders, Proposal Form, Plans, Specifications, Form of Contract, Contract Bond, and Special Provisions, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction and understands that in making this Proposal he waives all right to plead any misunderstandings regarding the same.

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

- b) Bidders are required to acquaint themselves fully of the conditions relating to construction and labor under which the work will be performed. The Contractor must employ, insofar as possible, such methods and means in carrying out the work as will not cause any interruption or any interference with any other Contractor. Bidders are required to inform themselves fully of the conditions relating to prevailing and predetermined labor rates and the applicable laws relating thereto, and shall be governed thereby.
- c) If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he may submit to the Clerk of the Municipality a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Municipality will not be responsible for any other explanation or interpretation of the proposed documents.
- d) The Bidder further understands and agrees that if his Proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the work and to furnish all of the materials specified in the Contract, except such materials as are to be furnished by the Municipality, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- e) The Bidder declares that he understands that the quantities listed on the Proposal form and in the plans are approximate only and that they are subject to increase or decrease; and that he will take in full payment thereof the amount and the summation of the actual quantities, as fully determined, multiplied by the unit prices shown in the schedule of prices contained within the Proposal Form.
- f) The Bidder further agrees that the unit prices submitted within the Proposal Form are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions. If there is a discrepancy between the gross sum bid and that resulting from the summations of the quantities multiplied by their respective unit prices, the latter shall apply.
- g) The Bidder further agrees that if the Municipality decides to extend or shorten the work, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, he will perform the work as altered, increased or decreased, at the Contract unit prices.

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

- h) The Bidder further agrees that the Engineer may at any time during the progress of the work covered by this Contract order other work or materials incidental thereto and that all such work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the Bid price for other items in this Contract, shall be performed as extra work, and compensation shall be paid for in accordance with the Standard Specifications.
- i) The Bidder further agrees to execute a Contract for this work and present the same to the Municipality within fifteen (15) days after the receipt of the Notice of Award and the Contract by him.
- j) The Bidder further agrees that he and his surety will execute and present within fifteen (15) days after the receipt of the Notice of Award and the Contract, a Contract Bond satisfactory to and in the form prescribed by the Municipality, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance of the work in accordance with the terms of the Contract.

9. DELINQUENT BIDDERS

No Contract will be awarded to any person, firm or corporation that has been delinquent or unfaithful in any former Contract with this Municipality, or whose surety is a defaulter upon any obligation in the said Municipality.

10. EXECUTION OF DOCUMENTS

The Contractor, in signing his bid on the whole or on any portion of the work, shall conform to the following requirements:

Bids signed by an individual other than the individual represented in the proposal documents shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation, shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name following the word "By \_\_\_\_\_."

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

If such a bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid should be attached to it. Such bid shall also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the bidder to whom the Municipality contemplates awarding the contract) by some officer or agent of the Municipality duly authorized to give such notice.

#### 11. FILING BIDS

After bids are opened and read aloud, they shall be placed on file in the Clerk's office for public inspection and shall remain there as provided by Statute.

#### 12. CONSIDERATION OF PROPOSALS

Contracts shall be awarded to the lowest responsible bidder on the basis of the bid that is in the best interest of the Municipality to accept. In awarding the Contract, in addition to price, the Municipal Authorities will consider:

- (a) the ability, capacity, and skill of the bidder to perform the Contract and to provide the service required;
- (b) whether the bidder can perform the Contract or provide the service promptly or within the time specified without delay or interference;
- (c) the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- (d) the quality of the performance on previous Contracts or services;
- (e) the existing and previous compliance by the bidder with laws and ordinances relating to the Contract or services;
- (f) the sufficiency of the financial resources and ability of the bidder to perform the Contract or perform the services;
- (g) the quality, availability and adaptability of the supplies or contractual services to the particular use required;
- (h) the ability of the bidder to provide future maintenance and service for the use of the subject of the Contract;
- (i) the number and scope of conditions attached to the bid.

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

13. BASIS OF AWARD

Proposals shall be submitted for the Items or Units as shown on the Proposal Form, and all construction elements will be furnished and installed in strict conformance with the specifications. No proposal will be considered except upon completed work fully installed in place as specified. Awards may be made on the following basis only:

The entire work as a single contract.

Awards, if any, will be made only upon the basis, which in the judgment of the Municipality, will be most advantageous to the Municipality and then only to the party (or Parties) submitting the lowest responsible bid (or bids) upon the particular basis selected by the Municipality for the award of contract as herein indicated.

14. ALTERNATES, UNIT PRICES AND STATED ALLOWANCES

Attention of bidders is also invited to the fact that;

- (a) the base bid may be modified in accordance with those alternate proposals which may appear in the Proposal;
- (b) that certain items appearing under the alternate category are to be bid at unit prices which will apply in the event that these items are to be constructed as a part of the improvement and, in this event, additions to or deductions from the work required in the base bid (and accepted alternates) will be required.

Bidders are required to bid upon each and every alternate, and unit price items in the bid form relating to the work upon which the bidder is offering a Proposal where the specifications or the Proposal provides for such bids.

15. COPIES OF DOCUMENTS

The number of copies of contract and bond required to be executed is as follows:

- (a) Four (4) original counterparts of the contract documents will be required to be executed.
- (b) Four (4) sets of plans (initialed) are required to accompany the contract documents.

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

16. RETURN OF BID DEPOSITS

The bid deposit of all except the two lowest bidders will be returned within seven (7) working days after the opening of bids. The bid deposit of the two lowest bidders will be returned within 72 hours after contract and required bonds have been approved by the Municipality.

17. RIGHT TO REJECT BIDS

The Municipality reserves the right to waive technicalities and to reject any or all proposals and to accept the bid deemed most advantageous to it.

18. SUPPLEMENTAL INSTRUCTIONS

- (a) Each bidder shall submit a complete proposal on the entire work.
- (b) Federal Labor Standards and Prevailing Wage Rates at the time of award will apply to this project.
- (c) Minorities Owned Business Enterprises (MBE), Women Owned Business Enterprises (MBE), and Section 3 Contractors are encouraged to submit bids on this project.
- (d) Execution of this Contract shall be contingent upon the execution of an agreement between the Village and DuPage County related to Community Development Block Grant funding.

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

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

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**Ordinance No. 1-2013**

**Responsible Bidder Ordinance**

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**ADOPTED BY THE  
VILLAGE BOARD OF TRUSTEES  
OF THE  
VILLAGE OF BENSENVILLE  
THIS 22nd DAY OF January, 2013**

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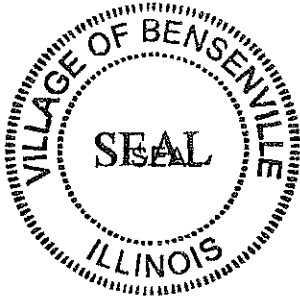
Published in pamphlet form by authority of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois this 23rd day of January 2013

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

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. 1-2013 entitled Responsible Bidder Ordinance.

INWITNESS WHEREOF, I have hereunto affixed my official hand and seal on this  
23rd day of January, 2013.



  
\_\_\_\_\_  
Corey Williamsen  
Deputy Village Clerk



VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

ORDINANCE NO. 1-2013

**RESPONSIBLE BIDDER ORDINANCE**

AN ORDINANCE AMMENDING 8-3-4 OF THE VILLAGE CODE OF BENSENVILLE TO FURTHER DEFINING RESPONSIBLE BIDDER

WHEREAS, Chapter 8 of the Bensenville Code regulates purchases and contract entered into by the Village Board of Trustees: and

NOW, THEREFORE, BE ORDAINED, by the Village of Bensenville of Bensenville, Illinois that the following definition be added to section 8-3-4 of the code.

Responsible bidder for construction contracts over \$100,000 means a bidder who meets all of the job specifications, the following applicable criteria, and submits evidence of such compliance:

- 1) All applicable laws prerequisite to doing business in Illinois
- 2) Evidence of compliance with:
  - a) Federal employer Tax Identification Number or Social Security Number (for individuals)
  - b) Provision of section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).
- 3) Certificates of insurance indicating the following coverages: general liability, workers' compensation, completed operations, automobile, hazardous occupation and product liability.
- 4) Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance and retirement for those trades covered in the Act.
- 5) The bidder and all bidder's subcontractors must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded contract.
- 6) All contractors and sub-contractors are required to turn in certified payrolls as specified in Illinois Public Act 94-0515 and follow all provisions of the Employee Classification Act, 820 ILCS 185/1 et seq.
- 7) All bidders must provide three (3) projects of a similar nature as being performed in the immediate past five (5) years with the name, address, and telephone number of the contact person having knowledge of the project along with three (3) references (name, address, and telephone number) with knowledge of the integrity and business practices of the contractor.

BE IT FURTHER ORDAINED, that nothing herein hereby adopted shall be construed to affect any suit of proceeding now pending in any court of any rights accrued of liability incurred or cause or causes of action accrued of existing under any prior Resolution or Ordinance. Nor shall any right or remedy of any character be lost, impaired, or affected by the Ordinance.

BE IT FURTHER ORDAINED, that this Ordinance amendment shall be in full force and effect immediately upon its adoption.

BE IT FURTHER ORDAINED, that the Clerk of the Village of Bensenville is hereby authorized and directed to prepare and deliver a certified copy of the Ordinance amendment to the Village of Bensenville's Purchasing Director.


VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville,  
this 22nd day of January, 2013

APPROVED

  
\_\_\_\_\_  
Frank Soto  
Village President

ATTEST:

  
\_\_\_\_\_  
Susan Janowiak  
Village Clerk

AYES: BARTLETT, JARECKI, O'CONNELL, PECONIO, RIDDER, WESSELER

NAYS: NONE

ABSENT: NONE

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

**SPECIFICATIONS FOR CONSTRUCTION**

The following Specifications and other provisions together with the Special Provisions shall govern the construction of the proposed improvement and will be made a part of the Contract.

- A. "Standard Specifications for Road and Bridge Construction", adopted January 1<sup>st</sup>, 2022, published by the Illinois Department of Transportation (IDOT).
- B. "Supplemental Specifications and Recurring Special Provisions", adopted January 1<sup>st</sup>, 2023, published by IDOT.
- C. "Bureau of Local Roads and Streets, Special Provisions and Specifications", published by IDOT.
- D. "Bureau of Design & Environment Special Provisions", adopted subsequent to issuance of Supplemental Specifications and Recurring Special Provisions.
- E. "Manual on Uniform Traffic Control Devices for Streets and Highways", adopted by IDOT.

Before submitting the proposal, bidders should read all the above mentioned documents along with the Special Provisions and familiarize themselves with all requirements of same.

Before submitting proposals, bidders should visit the site of the proposed work, verify all site conditions and also conditions under which said work must be conducted.

Submission of a Proposal implies that the bidder is fully conversant with all requirements of Standard Specifications, Special Provisions, Standard Drawings, and site conditions. No claim for additional compensation will be considered or paid because of the Contractor's negligence or failure to be so informed.

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

**SPECIAL PROVISIONS FOR CONSTRUCTION**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1<sup>st</sup>, 2022, (hereinafter referred to as the Standard Specifications); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the construction of the improvement. In case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2023

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

ERRATA    Standard Specifications for Road and Bridge Construction                      (Adopted 1-1-22) (Revised 1-1-23)

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Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
Village of Bensenville	DuPage	

Check this box for lettings prior to 01/01/2023.

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

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6	<input type="checkbox"/> Asbestos Bearing Pad Removal	78
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	79
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	80
9	<input checked="" type="checkbox"/> Construction Layout Stakes	81
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	84
11	<input type="checkbox"/> Subsealing of Concrete Pavements	86
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	90
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	92
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	93
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17	<input type="checkbox"/> Bicycle Racks	98
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	100
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	102
20	<input type="checkbox"/> English Substitution of Metric Bolts	103
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	104
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	105
23	<input checked="" type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	113
24	<input type="checkbox"/> Reserved	129
25	<input type="checkbox"/> Reserved	130
26	<input type="checkbox"/> Temporary Raised Pavement Markers	131
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	132
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	135
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	139
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31	<input type="checkbox"/> Concrete Mix Design - Department Provided	144
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VILLAGE OF BENSENVILLE

Local Public Agency	2022 RESIDENTIAL STREET LIGHTING PROJECT	Section Number
Village of Bensenville	DuPage	

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

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LRS 15	<input checked="" type="checkbox"/> Partial Payments	178
LRS 16	<input type="checkbox"/> Protests on Local Lettings	179
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program	180
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IDOT

BUREAU OF DESIGN AND ENVIRONMENT

SPECIAL PROVISIONS

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VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

BDE SPECIAL PROVISIONS  
For the August 4, 2023 and September 22, 2023 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

File Name #	Special Provision Title	Effective	Revised
80099 1	<input type="checkbox"/> Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
80274 2	<input type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
80192 3	<input type="checkbox"/> Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
80173 4	<input type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426 5	<input type="checkbox"/> Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
80436 6	<input type="checkbox"/> Blended Finely Divided Minerals	April 1, 2021	
* 80241 7	<input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
* 50531 8	<input type="checkbox"/> Building Removal	Sept. 1, 1990	Aug. 1, 2022
* 50261 9	<input type="checkbox"/> Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
80449 10	<input type="checkbox"/> Cement, Type II	Aug. 1, 2023	
80384 11	<input checked="" type="checkbox"/> Compensable Delay Costs	June 2, 2017	April 1, 2019
* 80198 12	<input type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
* 80199 13	<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80261 14	<input checked="" type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80434 15	<input type="checkbox"/> Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
* 80029 16	<input type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
80229 17	<input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80447 18	<input type="checkbox"/> Grading and Shaping Ditches	Jan. 1, 2023	
80433 19	<input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
80443 20	<input type="checkbox"/> High Tension Cable Median Barrier Removal	April 1, 2022	
80446 21	<input type="checkbox"/> Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
80438 22	<input type="checkbox"/> Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
80045 23	<input type="checkbox"/> Material Transfer Device	June 15, 1999	Jan. 1, 2022
80450 24	<input type="checkbox"/> Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
80441 25	<input type="checkbox"/> Performance Graded Asphalt Binder	Jan. 1, 2023	
80451 26	<input type="checkbox"/> Portland Cement Concrete	Aug. 1, 2023	
* 34261 27	<input type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
80445 28	<input type="checkbox"/> Seeding	Nov. 1, 2022	
80448 29	<input type="checkbox"/> Source of Supply and Quality Requirements	Jan. 2, 2023	
80340 30	<input type="checkbox"/> Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80127 31	<input type="checkbox"/> Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
80397 32	<input type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
80391 33	<input type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80437 34	<input type="checkbox"/> Submission of Payroll Records	April 1, 2021	Nov. 1, 2022
80435 35	<input type="checkbox"/> Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
80410 36	<input type="checkbox"/> Traffic Spotters	Jan. 1, 2019	
* 20338 37	<input type="checkbox"/> Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80429 38	<input type="checkbox"/> Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
80439 39	<input checked="" type="checkbox"/> Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
80440 40	<input type="checkbox"/> Waterproofing Membrane System	Nov. 1, 2021	
80302 41	<input type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
80427 42	<input type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	
* 80071 43	<input type="checkbox"/> Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

An \* indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

The following special provisions have been deleted from use.

<u>File Name</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
5048I	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5049I	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010

The following special provisions are in the 2023 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80293	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	Articles 540.04 & 540.06	April 1, 2012	July 1, 2016
80311	Concrete End Sections for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	April 1, 2016
80422	High Tension Cable Median Barrier	Articles 644.02, 644.05, 782.01, 782.04, 782.07 & 1097.02	Jan. 1, 2020	Jan. 1, 2022
80442	Hot-Mix Asphalt	Articles 1030.09 & 1030.10	Jan. 1, 2022	Aug. 1, 2022
80444	Hot-Mix Asphalt – Patching	Errata – Article 442.08(b)	April 1, 2022	
80411	Luminaires, LED	Articles 801.05(a), 821.02(d), 821.03, 821.08 & 1067.01-1067.06	April 1, 2019	Jan. 1, 2022
80418	Mechanically Stabilized Earth Retaining Walls	Articles 1003.07 & 1004.06	Nov. 1, 2019	Nov. 1, 2020
80430	Portland Cement Concrete – Haul Time	Article 1020.11(a)(7)	July 1, 2020	
80395	Sloped Metal End Section for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2018	
80318	Traversable Pipe Grate for Concrete End Sections	Articles 540.04, 540.07, 540.08 & 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	Jan. 1, 2018

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**COMPENSABLE DELAY COSTS (BDE)**

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

Revise Article 107.40(c) of the Standard Specifications to read:

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

- "(b) No working day will be charged under the following conditions.
- (1) When adverse weather prevents work on the controlling item.
  - (2) When job conditions due to recent weather prevent work on the controlling item.
  - (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
  - (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
  - (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
  - (6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

- "(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

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2022 RESIDENTIAL STREET LIGHTING PROJECT

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.”

Add the following to Section 109 of the Standard Specifications.

**“109.13 Payment for Contract Delay.** Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
  - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

	One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

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VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

**CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)**

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 <sup>1/</sup>	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2/</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 <sup>2/</sup>	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

#### **Diesel Retrofit Deficiency Deduction**

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.



VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

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**VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)**

Effective: November 1, 2021

Revised: November 1, 2022

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

“The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations.”

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VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

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IDOT

BUREAU OF LOCAL ROADS

SPECIAL PROVISIONS

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State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
INSURANCE

Effective: February 1, 2007  
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Village of Bensenville

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DuPage County

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The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

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ADDITIONAL  
SPECIAL PROVISIONS

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VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

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2022 RESIDENTIAL STREET LIGHTING PROJECT

**101. DEFINITION OF TERMS**

In addition to the definitions included in Section 101 of Standard Specifications, the following shall apply:

Engineer – Village Engineer or representative employed by the Village.

Owner - shall be the Village of Bensenville.

Inspector - Village Engineer or representative employed by the Village.

Municipality - shall be the Owner.

**102.01 ADVERTISEMENT, BIDDING, AWARD AND CONTRACT EXECUTION**

Add the following to Section 102 of the Standard Specifications and to Check Sheet LRS 6:

**Prequalification of Bidders.** Each prospective bidder, in evidence of competence, shall furnish the Awarding Authority as a prerequisite to the release of proposal forms by the Awarding Authority, a certified or photostatic copy of a "Certificate of Eligibility" issued by the Illinois Department of Transportation, according to the IDOT "Prequalification Manual".

**Proposal Guaranty.** All bids must be accompanied by a bid bond, certified check, bank draft or irrevocable letter of credit payable to the "Village of Bensenville" or cash in an amount equal to ten percent (10%) of the total amount of the bid.

**Consideration of Proposals.** In the event of a discrepancy between unit bid prices and extensions, the unit bid prices shall govern.

**Performance Bond.** The successful bidder shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Contract Sum as a security for the faithful performance of the Contract. All costs for the Performance Bond will not be paid for separately, but shall be considered as included in the cost of the contract.



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**104.01 INTENT OF THE CONTRACT**

In addition to the provisions of Article 104.01 of the Standard Specifications, the contractor shall not limit materials to only brand-name products. Where the specifications identify brand-name materials, non-name brand materials of equal specification do qualify and are acceptable.

**105.01 AUTHORITY OF ENGINEER**

The authority of the Engineer as defined in Article 105.01 of the Standard Specifications shall be re-defined as follows:

"All work shall be done under the observation of the Engineer and shall be done in accordance with requirements of the Contract. The Engineer shall decide all questions which arise as to the interpretation of the Plans and Specifications and as to disputes and mutual rights between Contractors under the Specifications. The Engineer shall advise the Owner as to the quality and acceptability of materials furnished and work performed, rate of progress of the work, and acceptable fulfillment of the Contract. The Engineer will determine the amount of materials furnished and work performed. The Engineer's advice and determinations shall be conditions precedent to the right of the Contractor to receive money due the Contractor under the Contract."

"The Engineer will notify the Contractor in writing if the work is to be suspended by the Owner wholly or in part due to the failure of the Contractor to carry out provisions of the contract; for failure to carry out orders; for such periods due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work or for any other condition or reason deemed to be in the public interest."

"In case of failure on the part of the Contractor to execute work as directed by the Engineer, the Owner may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor, proceed to execute such work as may be deemed necessary, and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the contract."

The Engineer shall not assume any of the responsibilities of the Contractor's superintendent or of Subcontractors; shall not expedite the work for the Contractor; and shall not advise on, or issue directions concerning aspects of construction means, methods, techniques, sequences or procedures, or safety precautions in connection with the work.

**105.05 COORDINATION OF THE CONTRACT DOCUMENTS**

In addition to the requirements of Article 105.05 of the Standard Specifications, the Contractor will be required to fully acquaint himself, his staff, his sub-contractors and any and all representatives of his organization and his suppliers with the specific requirements of this project as described by the plans, the various specifications as referenced herein, the special provisions and the standard drawings prior to the execution of any work.

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Any questions or the need for further clarification or supplemental data required by the Contractor shall be addressed to the Engineer before the work is started, preferably at the pre-construction conference. Depending on the nature of such questions or clarification required, it shall be at the discretion of the Contractor or the Engineer to establish such issues in writing.

Claims of ignorance regarding the requirements of the plans, specifications, special provisions and standard drawings will be disallowed and will in no way relieve the Contractor of his responsibility to construct the work in accordance with the provisions cited herein. All work which does not conform to the requirements of the contract will be considered unacceptable and subject to the provisions of Article 105.13 of the Standard Specifications.

**105.10 AUTHORITY AND DUTIES OF RESIDENT ENGINEER**

The provisions of Article 105.10 of the Standard Specifications shall not apply as there is no Resident Engineer for this project.

**105.11 DUTIES OF THE INSPECTOR**

In addition to the provisions of Article 105.11 of the Standard Specifications the inspector shall not assume any of the responsibilities of the Contractor's superintendent or of Subcontractors; shall not expedite the work for the Contractor; and shall not advise on, or issue directions concerning aspects of construction means, methods, techniques, sequences or procedures, or safety precautions in connection with the work.

**107.02 WORKER'S COMPENSATION INSURANCE**

In addition the requirements of Article 107.02 of the Standard Specifications, Certificates of Insurance shall be presented to the Owner within fifteen (15) days after the receipt by the Contractor of the Notice of Award and the unexecuted Contract, it being understood and agreed that the owner will not approve and execute the Contract until acceptable insurance certificates are received and approved by the Owner.

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**107.09 PUBLIC CONVENIENCE AND SAFETY**

In addition to the requirements of Article 107.09 of the Standard Specifications, the Contractor shall maintain entrances and side roads along the proposed improvement; interference with traffic movements and inconvenience to owners of abutting property and public shall be kept to a minimum. Any delays or inconveniences caused the Contractor by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

Construction signs referring to temporary lane closures during work hours shall be removed or covered during the non-work hours. Excavation along the edge of pavement or other obstructions within 15 feet of the edge of pavement shall be barricaded during non-work hours.

The Contractor shall plan his work so that there will be no open holes in the pavement and that all barricades will be removed from the pavement during non-work hours.

During all construction operations, the Contractor will be required to provide, erect and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control. I.D.O.T. Standard 701501-06, 701801-06 and 701901-08 are applicable and are included by reference.

To insure that safe and efficient traffic control and protection is provided at all times, the Contractor shall provide to the Owner and the Engineer the telephone number of his employee or agent who is responsible for traffic control and protection and shall confirm that this representative will be available at any time, day or night, to correct, add to or modify any traffic control devices or provisions to assure safe and efficient traffic operations.

The Contractor will not be allowed to close any street to through travel without the prior approval of the Engineer. The Contractor will be required to provide all warning signs, barricades, traffic cones, flagmen and other appurtenances as the Engineer deems necessary to guarantee the safety of motorists and pedestrians during construction.

Cross streets will be closed as necessary with the Contractor supplying proper barricades and detour signing. The Contractor shall report all necessary closures to the Municipality Public Works Department, who will then notify the police and fire department.

This work will not be paid for separately but shall be included in the cost of the contract and no additional compensation will be allowed.

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**107.20R PROTECTION AND RESTORATION OF PROPERTY**

In accordance with the requirements of Article 107.20 of the Standard Specifications, the Contractor shall take all necessary measures to protect existing commercial signage, decorative landscape walls and ornamental lighting. Damage related to construction operations shall be repaired or replaced in a manner acceptable to the property owner. Work to replace and/or repair these items will be done at the Contractor's expense and no additional compensation will be permitted.

**DRAINAGE AND SEWERS**

In addition to the requirements of Article 107.20 of the Standard Specifications, the existing drainage facilities shall remain in use during the period of construction, unless otherwise noted in the Contract Plans.

Locations of existing drainage structures and sewers, as shown on the Contract plans, are approximate. Prior to commencing work, the Contractor, at his own expense shall determine the exact location of existing structures, which are within the proposed construction site.

All drainage structures are to be kept free from any debris resulting from construction operations. All work and material necessary to prevent accumulation of debris in the drainage structures will be considered as incidental to the Contract. Any accumulation of debris in the drainage structures resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

Unless reconstruction or adjustment of an existing manhole, catch basin, or inlet is called for in the contract plans or ordered by the Engineer, the proposed work shall meet the existing elevations of these structures. Should reconstruction or adjustment of a drainage structure be required by the Engineer in the field, the necessary work and payment shall be done in accordance with Section 602 and 605 and Article 104.02 respectively of the Standard Specifications, unless otherwise noted in the plans or Special Provisions.

The Contractor shall take all necessary precautions when working near or above existing sewers in order to protect these pipes during construction from any damage resulting from his operations. Existing sewers damaged because of noncompliance with this provision shall be replaced as directed by the Engineer, in accordance with Section 550 of the Standard Specifications and at the Contractor's own expense, and no extra compensation will be allowed.

During construction, if the Contractor encounters or otherwise becomes aware of any sewers, underdrains or field drains within the right of way other than those shown on the plans, he shall so inform the Engineer who shall direct the work necessary to maintain or replace the facilities in service and protect them from damage during construction if maintained. Existing facilities to be maintained that are damaged because of noncompliance with this provision shall be replaced at the Contractor's own expense. Should the Engineer have directed the replacement of the facility, the necessary work and payment shall be done in accordance with Section 550 or 601 and Article 104.02 respectively of the Standard Specifications.

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**107.26 INDEMNIFICATION**

In addition to the requirements of Article 107.26 of the Standard Specifications, the Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees against all loss, damage or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of injury to or death of any person or persons, including all persons performing any work under this Contract which may arise in any way in connection with the work to be performed under this Contract.

The Contractor shall also indemnify and save harmless the Owner, its officers, agents and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of, or in consequence of, any neglect in safeguarding the work: or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered for any claims or amounts arising or recovered under the "Workmen's Compensation Act", or any other law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the Owner for such purposes, may be retained for the use of the Owner; or in case no money is due, his surety shall be held until such suits, actions or claims have been settled and suitable evidence to that effect furnished to the Owner.

In addition, the Contractor shall hold the Owner, its officers, agents and employees harmless for any and all claims for labor, material, apparatus, equipment, fixtures or machinery furnished to the Contractor for the purpose of performing the work under the Contract; and the payment of all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time the Contract is in force.

In the event that, as a result of any agreement or actions taken, the Owner is made a party defendant in any litigation arising by reason of any agreement, the Contractor agrees to defend and hold harmless the Owner, its officers and agents, from any suits, claims, demands, set offs or other action reduced to judgement arising there from. The obligation of the Contractor therefore shall include and extend to payment of reasonable attorneys' fees for the representation of the Owner and its said officers and agents in such litigation and include expenses, court costs and fees; it being understood that the Contractor shall have the right to comply with such attorneys to represent the Owner and its officers and agents in such litigation subject to the approval of the Owner, which approval shall not be unreasonably withheld. The Contractor shall have the right to appeal to courts appellate jurisdiction any judgement taken against the Owner or its officers or agents in the respect, and the Owner shall join in any such appeal taken by the Contractor. The Contractor shall hold the Owner, its officers, agents and employees harmless for any and all claims for labor, material, apparatus, equipment, fixtures or machinery furnished to the Contractor for the purpose of performing the work under the contract; and the payment of all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time the contract is in force. The Contractor shall execute the "Hold Harmless Agreement" in the form attached.

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**107.27R INSURANCE**

In addition to the requirements of Article 107.26 and 107.27 of the Standard Specifications, the following One Beacon RECOMMENDED CONTRACTURAL GUIDELINES shall apply.

In case of conflict between the minimum insurance limits as specified in the attached recommended One Beacon guidelines and the minimum limits specified in Article 107.27 of the Standard Specifications, the higher minimum level of insurance shall apply.

All costs for insurance required herein will not be paid for separately, but shall be considered as included in the cost of the contract.

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SECTION 2.03

ONE BEACON RECOMMENDED CONTRACTUAL GUIDELINES FOR:

- **INSURANCE REQUIREMENTS**
- **INDEMNITY/HOLD HARMLESS**
- **SAFETY/LOSS PREVENTION**

I. **INSURANCE REQUIREMENTS**

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

**MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.

**CG2037 - Completed Operations – (Exhibit C)**

**Required if box is checked  ; and**

- B. Owners and Contractors Protective Liability (OCP) policy with the member as insured

**Required if box is checked  ; and**

- C. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

- D. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

**Coverage required for employee exposure to lead, if box is checked**

- E. Builder Risk Property Coverage with member as loss payee

**Required if box is checked .**

**DuPage County to be added as additional insured and loss payee**

- F. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

**Required if box is checked .**

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**MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than the following, **if required under above scope**:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

**DEDUCTIBLES AND SELF-INSURED RETENTIONS**

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

**OTHER INSURANCE PROVISIONS**

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

- A. **General Liability and Automobile Liability Coverages**
  - 1. The member, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the member, its officials, agents, employees and volunteers.
  - 2. The Contractor's insurance coverage shall be primary as respects the member, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.



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3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the member, its officials, agents, employees and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the member, its officials, agents, employees and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

**B. Workers' Compensation and Employers' Liability Coverage \***

The insurer shall agree to waive all rights of subrogation against the member, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality (negotiable -- may not be needed on smaller contracts with limited exposure).

1. NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under contractors coverage rather than member's if the member is borrowing, leasing or in day to day control of contractors employee.

Required if box is checked .

*[\* Special Note to Member: If a member borrows, leases, or is in the day-to-day control of a Contractor's employee, the member should require the actual employer or contractor to name the member as an Alternative Employer under their Workers' Compensation and Employer's Liability coverage and have an NCCI Alternate Employer Endorsement (WC 000301). This will ensure that the Workers' Compensation coverage applies under the Contractor's coverage, rather than the member's.]*

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C. **Professional Liability (Required if box is checked )\*\***

1. Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. **Recommended Required Coverage (architect, engineer, surveyor, consultant):** Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
  - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
  - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

D. **All Coverages**

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

**ACCEPTABILITY OF INSURERS**

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

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**VERIFICATION OF COVERAGE**

Contractor shall furnish the member with certificates of insurance naming the member, its officials, agents, employees and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the member and are to be received and approved by the member before any work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The member reserves the right to request full certified copies of the insurance policies and endorsements.

**SUBCONTRACTORS**

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

**ASSUMPTION OF LIABILITY**

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

**II. INDEMNITY/HOLD HARMLESS PROVISION [Note to Member: Include as separate section of the contract.]**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the member, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the member, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the member, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the member, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the member, its officials, agents and employees as herein provided.

**Optional Paragraph:**

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the member, may be

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retained by the member to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the member.

**III. SAFETY/LOSS PREVENTION**

It is recommended that the following requirements be included in some form in all member bid packets and that compliance be confirmed prior to initiation of contract work:

**Safety/Loss Prevention Program Requirements**

- Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.
- Evidence of completed employee safety training can be provided.

**Regulatory Requirements**

- Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
- Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

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EXHIBIT A

CG 20 10 03 97

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

---

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Who Is An Insured (Section II)** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

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**EXHIBIT B**

**CG 20 26 11 85**

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Who Is An Insured (Section II)** is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

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EXHIBIT C

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location and Description of Completed Operations
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

**Section II – Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products—completed operations hazard".

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**EXHIBIT D**

(EXAMPLE)

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>							DATE (MM/DD/YYYY) Completed		
PRODUCER  Fully Completed			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.						
INSURED  Fully Completed			<b>INSURERS AFFORDING COVERAGE</b>				NAIC #		
			INSURER A: Name of Insurance Company				Completed		
			INSURER B: Name of Insurance Company				Completed		
			INSURER C: Name of Insurance Company				Completed		
			INSURER D: Name of Insurance Company				Completed		
				INSURER E: Name of Insurance Company				Completed	
<b>COVERAGES</b>									
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
A	X	<b>GENERAL LIABILITY CG001</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONT PROT ((IF REQUIRED)) <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ 1,000,000		
						DAMAGE TO RENTED PREMISES (Ea. Occur.)	\$ 50,000		
						MED EXP (Any one person)	\$ 5,000		
						PERSONAL & ADV INJURY	\$ 1,000,000		
						GENERAL AGGREGATE	\$ 2,000,000		
						PRODUCTS-COMP/OP AGG	\$ 1,000,000		
A		<b>AUTOMOBILE LIABILITY CA001</b> <input checked="" type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident)	\$ 1,000,000		
						BODILY INJURY (PER PERSON)	\$		
						BODILY INJURY (PER ACCIDENT)	\$		
						PROPERTY DAMAGE (PER ACCIDENT)	\$		
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT	\$		
						OTHER THAN EA ACC	\$		
						AUTO ONLY: AGG	\$		
B	X	<b>EXCESS UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ per request		
						AGGREGATE	\$ per request		
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS			
						E.L. EACH ACCIDENT	\$ 500,000		
						E.L. DISEASE-EA EMPLOYEE	\$ 500,000		
						E.L. DISEASE-POLICY LIMIT	\$ 500,000		
		<b>OTHER</b> Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date				
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS</b>									
List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.									
<b>CERTIFICATE HOLDER</b>					<b>CANCELLATION</b>				
Additional Insured: Member, its officials, employees, agents and volunteers.					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.				
					SIGNATURE OF AUTHORIZED AGENT				



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**EXHIBIT E**

**ADDITIONAL INSURED ENDORSEMENT**

Name of Insurer:

Name of Insured:

Policy Number:

Policy Period:

Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability  
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

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**107.18 USE OF FIRE HYDRANTS**

In addition to the requirements of Article 107.18 of the IDOT Standard Specifications, construction water must be obtained from a tank truck and not from municipal fire hydrants. Arrangements for filling a tank truck shall be made with the Village of Bensenville Public Works Department, 717 East Jefferson Street, Bensenville, Illinois.

**108.01 SUBLETTING OF CONTRACT**

In addition to the requirements of Article 108.01 of the Standard Specifications within fifteen (15) days after the Notice of Award of contract, the Contractor shall submit for approval to the Engineer a list of all the sub-contractors that are to be performing or constructing any type of work in this Contract. The list shall include the sub-contractor's name and address, and the type and amount of work to be performed by the sub-contractor.

**108.02 PROGRESS SCHEDULE**

The provisions of Article 108.02 of the Standard Specification should be modified to read as follows:

"The Contractor shall submit a Progress Schedule to the Engineer for approval not more than 15 working days after the Notice of Award of the Contract. This schedule will show the order in which the Contractor proposes to carry on the work, the dates on which he will start controlling items, and the contemplated dates for completing controlling items. The Contractor's submission may be a critical path flow chart, bar graph or other appropriate device of the Contractor's choice, and shall clearly indicate the various types of work to be in progress at any point through the term of the Contract. The Progress Schedule shall show that each of the stages of the Contract will be substantially completed within the time provided in the Contract Documents. The Contractor will be required to include a statement regarding the number of days per week and the number of hours per day which he plans to work.

**108.05R COMPLETION DATE**

In addition to the requirements of Article 108.05 of the IDOT Standard Specifications, the following restrictions shall apply:

No work shall be performed which requires the temporary stoppage of traffic for any reason between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. Monday through Friday. Additionally, no work shall be performed before sunrise, after sunset, or on Saturdays or Sundays unless the Engineer's written permission is obtained.

**For this contract, Work shall be substantially completed by May 10, 2024 with Final Completion by May 24, 2024. Substantial completion defined as all item except landscaping. If landscaping is delayed until September then Contractor will be responsible to maintain topsoil, weeds, etc. until complete.**

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**108.06 LABOR, METHODS AND EQUIPMENT**

The provisions of Article 108.06 of the Standard Specifications shall apply except that the Owner, not the Engineer, shall have the authority to suspend the work due to the Contractor's failure to remove persons, who in the opinion of the Engineer, do not perform the work in a proper manner or are intemperate or disorderly; or due to the Contractor's failure to furnish suitable and sufficient personnel for the proper prosecution of the work.

**108.07 SUSPENSION OF WORK**

The provisions of Article 108.07 of the Standard Specifications shall apply except that the provisions shall be modified such that the Owner, not the Engineer, shall have the authority to suspend the work wholly or in part. The Engineer shall make recommendations to the Owner that the work be suspended. The Contractor shall not suspend the work without written authority from the Owner and the Engineer.

**109.04 PAYMENT FOR EXTRA WORK**

In accordance with the DuPage County Development Commission requirements that prohibit "cost plus" payment for change orders, the provisions of Article 109.04 of the Standard Specifications shall be amended to remove the force account basis as an alternate method of payment for extra work. The only methods of payment for extra work shall be at the contract price or agreed upon lump sum or unit prices. Should change orders be necessary and they exceed the bonded amount, bonds must be increased to match the new Contract total.

**109.07 PARTIAL PAYMENTS AND RETAINAGE**

In addition to the requirements of Article 109.07 of the Standard Specifications and at the Contractor's discretion, once each month the Contractor will formulate and submit to the Engineer an approximate estimate, in writing, of materials in place complete, the amount of work performed, and the value thereof, at the contract unit price.

Ten (10%) retainage of the total project cost shall be retained until the final payment for the project.

Payment will not be made until satisfactory waivers of lien are received and approved by the Owner.

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**109.08 ACCEPTANCE AND FINAL PAYMENT**

In addition to the requirements of Article 109.08 of the Standard Specifications, the Contractor will be responsible for formulating and submitting to the Engineer the final estimate and invoice, in writing. This invoice will be reviewed by the Engineer and revised, if necessary, to show "As-built" quantities and dimensions. The Engineer will then forward the final invoice or revised final invoice to the Corporate Authorities of the Owner for approval and acceptance of work.

Payment will not be made until satisfactory waivers of lien and certified payrolls are received and approved by the Owner.

**201#02 PRUNING FOR SAFETY AND EQUIPMENT CLEARANCE**

This work shall consist of pruning existing trees, shrubs and bushes in accordance with Article 201.05 (c) of the Standard Specifications, except as modified herein.

In addition to Article 201.05 (c), tree trimming and pruning shall extend three feet (one meter) horizontally outside the proposed aggregate shoulder or back of curb. Pruned and trimmed materials shall be disposed of in accordance with Article 202.03.

Pruning shall be identified by the Contractor prior to commencement of the project and approved by the Village.

Basis of Payment: This work will not be paid for separately but shall be considered included in the cost of the contract; including trimming of all trees, shrubs and bushes and the offsite disposal of all pruned or trimmed materials.

**201#03R TREE ROOT PRUNING**

This work shall consist of mechanically sawing roots in order to protect existing trees and shrubs to remain in accordance with section 201 of the standard provisions except as follows:

Article 201.06 - Add the following:

- (a) Prior to excavating or trenching within the drip line area of a tree, the earth shall be sawcut a minimum depth of two feet (0.6 meters) below the soil surface. The saw cut shall be a clean vertical cut using a vermeer saw, chain saw, handsaw or other acceptable method as determined by the engineer. Use of heavy equipment, ax, machete or other tools which may cause ripping or tearing will not be permitted.
- (b) Top Pruning: When thirty percent (30%) or more of the root zone is damaged, an equivalent amount of the top vegetative growth or the plant material shall be pruned off within one (1) week following root damage.

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Article 201.10.d.1 - Delete the first paragraph and add the following:

**Tree Root Pruning:** The engineer shall specify the length of the sawcut distance in the field. The distance will generally be equivalent to one foot (0.3 meters) in each direction for each inch (25 mm) diameter of the tree.

**Basis of Payment:** This work will not be paid for separately but shall be considered included in the cost of the contract; including pruning of all trees and shrubs, and fertilizer nutrients.

**202#02R REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL**

This work shall consist of the excavation, removal and satisfactory disposal of all unsuitable material necessary for the construction of the improvements. All work shall be in accordance with Section 202 of the Standard Specifications, except as modified herein.

This work shall not include the removal and disposal of contaminated material, bituminous or PCC driveways, PCC sidewalks, and curb or combination curb and gutter. The removal and satisfactory disposal of these items will be measured and paid for separately. Excavation required for the construction of Stabilized Driveways and PCC Driveways shall be considered incidental to those pay items.

The Owner reserves the right to increase or reduce the quantity or to delete this pay item from the Contract. The Contractor is not entitled to compensation for any changes in quantities for this pay item.

In accordance with the IEPA uncontaminated soil regulations, the Contractor will be responsible to provide and complete an IEPA Form LPC-662 or LPC-663 certifying to the best knowledge that the soil is suitable for fill in a CCDD or uncontaminated fill facility. All sampling, testing, documentation and coordination for preparation of the IEPA form will not be paid for separately but considered included in the cost of REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL.

**Basis of Payment:** This work shall be measured and paid for at the Contract unit price per cubic yard for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL, which price shall be considered full compensation for completing this work as specified.

**CONTAMINATED WASTE DISPOSAL**

This work shall consist of the excavation and satisfactory disposal of any Contaminated Waste encountered during construction. In the event that Contaminated Waste is encountered, the disposal of the material shall be compensated for as CONTAMINATED WASTE DISPOSAL.

This pay item is for contingency purposes only. The Owner reserves the right to increase or reduce the quantity or to delete this pay item from the Contract. The Contractor is not entitled to compensation for any changes in quantities for this pay item.

Work required for the excavation, removal and disposal of uncontaminated material necessary for the construction of the proposed underground utilities shall be considered included in the cost of associated contract pay items.

Excavated material shall be considered CONTAMINATED WASTE DISPOSAL after one (1) of the following conditions are met:

- The Contractor's "clean-fill" dump facility rejects an individual load of excavated material. The Contractor shall provide the Engineer with the CCDD Load Rejection Form.
- A Contractor-employed environmental consultant performs on-site sampling and discovers areas of contamination. In this situation, the Contractor's environmental consultant shall coordinate with the Village to determine acceptable limits of the contamination. The Village reserves the right to independently perform their own soil tests.

The Contractor shall provide the Special Waste Tracking Receipt / Manifest and the Weight Ticket with tonnage to the Engineer for each load of Contaminated Waste. These items shall include the truck number and date.

Basis of Payment: Regardless of actual quantity, this work shall be paid for at the Contract unit price per cubic yard for CONTAMINATED WASTE DISPOSAL, which price shall be considered full compensation for all sampling, testing, documentation, coordination, handling and transportation necessary for the excavation and disposal of all contaminated material.

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**202#03 TEST HOLES, POTHOLING, AND EXPLORATORY TRENCHING**

This item shall consist of excavation for the purpose of locating existing utilities at locations where a conflict with the proposed construction is possible.

Test holes, potholing, and exploratory trenching will be dug at locations authorized by the Engineer. The Contractor shall be responsible for notifying the utility concerned.

Test holes, potholes, and exploratory trenches shall be of a size and depth sufficient to identify and establish the location and elevation of the existing utility. Utilities damaged by the Contractor shall be repaired at the expense of the Contractor.

After the location of the utility has been verified by the Engineer, the test hole, pothole, and exploratory trench shall be backfilled in accordance with Article 550.07 of the Standard Specifications. Any excess material shall be disposed of in accordance with Article 202.03 of the Standard Specifications.

Basis of Payment: This work shall not be paid for separately but shall be considered included in the cost of associated contract pay items. The cost of furnishing and compacting trench backfill, if required, shall be considered as incidental work, and no extra compensation will be allowed.

**SEEDING, CLASS 1 (SPECIAL)**

This work shall consist of seed bed preparation, furnishing and placing pulverized topsoil to a 4" (100 mm) depth, fertilizing and seeding areas as outlined on the plans and as directed by the Engineer. All work shall meet the requirements of Section 250 of the Standard Specifications, except as specified herein.

270 pounds of fertilizer nutrients per acre (300 kilograms per hectare) shall be applied at a 1:1:1 ratio as follows:

Nitrogen Fertilizer Nutrients	90 lbs/acre (100 kg/ha)
Phosphorous Fertilizer Nutrients	90 lbs/acre (100 kg/ha)
Potassium Fertilizer Nutrients	90 lbs/acre (100 kg/ha)

Agricultural Ground Lime Stone will not be required. Seeding of the class indicated will be applied as outlined in Article 250.06 of the Standard Specifications.

Placement of topsoil and erosion control blanket shall be included in the cost of the SEEDING, CLASS 1 (SPECIAL). Top soil shall be in accordance with the requirements of Section 211. Excelsior blanket shall be applied in accordance with Article 251.04 of the Standard Specifications. Any proposed substitute blanket shall have a deterioration period of no longer than 90 days. Any material specified as biodegradable which does not degrade within 90 days shall be replaced with a suitable material at the Contractor's expense.

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Depth of topsoil placement shall be 4". Any additional material required beyond a depth of 4" shall be reclaimed from any excavated, suitable material as located onsite. No compensation will be provided for the placement of this additional material, unless agreed to by the Engineer. Backfill of this kind shall be considered incidental to the Contract.

The Contractor shall provide erosion control and general maintenance until the seed is fully established. A seeded area shall require repair if erosion occurs and/or the seed does not fully establish within a reasonable period of time. The limits and magnitude of the repair are at the discretion of the Engineer. The cost of any repair shall be incidental to the cost of the Contract and will not be paid for separately. The Contractor shall also be required to mow the grass, a maximum of two times as directed by the Engineer. This mowing shall occur when the grass is between four and six inches, and shall not be paid for separately.

Basis of Payment: This work will be measured in square yard of surface seeded. This work will be paid for at the contract unit price per square yard for SEEDING, CLASS 1 (SPECIAL) of the class specified, which shall be considered a payment in full for all work and materials including ground preparation, furnishing and placing topsoil, furnishing and placing seed, fertilizer, and excelsior blanket.

#### **424 PORTLAND CEMENT CONCRETE SIDEWALK**

This work consists of the construction of new Portland cement concrete sidewalk at locations shown on the plans, in accordance with Sections 424 of the Standard Specifications, the details on the plans and as directed by the Engineer.

Contraction joints shall be tooled with  $\frac{3}{4}$  inch radius and 1" depth at 10 feet on center.

A 2" thick aggregate limestone base course shall be constructed under all proposed sidewalks. Aggregate used for the base course shall be of CA-6 gradation and shall meet the requirements of Article 1004.04 of the Standard Specifications, except the use of crushed concrete and slag will not be allowed. The aggregate used for base course shall be considered included in the cost of PORTLAND CEMENT CONCRETE SIDEWALK and will not be paid for separately.

Detectable Warnings shall be placed at locations indicated on the plans or as directed by the Engineer in accordance with Section 424 of the Standard Specifications, details in the plans, and as specified herein. The detectable warning shall be manufactured by Access Products, Inc. of Buffalo, New York or approved equivalent. This work shall not be paid for separately but shall be considered included in the cost of PORTLAND CEMENT CONCRETE SIDEWALK.

Basis of Payment: This work will be measured and paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK of the thickness specified, which price shall include all labor, material and equipment to construct the new sidewalk as specified herein.



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**606#01 PROTECTIVE COAT AND CURING OF P.C. CONCRETE**

This work shall consist of applying a protective coat to Portland cement concrete. Protective Coat shall be applied to all new concrete gutter flags, faces and tops of curbs, concrete medians, sidewalks and driveway pavements in accordance with the requirements of Article 420.18 of the Standard Specifications except that it shall be applied regardless of the time of year.

The P.C. Concrete surface shall be cured in accordance with Article 1020.13 of the Standard Specifications with the following exception: "On non-traffic P.C. Concrete surface areas, the use of linseed oil emulsion curing compound will be permitted. The linseed oil curing compound shall meet the requirements of Article 1023.01 of the Standard Specifications. In addition, the oil phase of the emulsion shall consist of 85 percent by volume boiled linseed oil and 15 percent by volume Z-8 bodies linseed oil. The linseed oil emulsion curing compound shall be applied with a mechanical sprayer meeting the requirements of Article 1101.09(b). Membrane curing will not be permitted between November 1 and April 15."

**Basis of Payment:** The protective coat will be measured and paid for at the contract unit price per square yard (square meter) for PROTECTIVE COAT, which price shall be payment in full for furnishing all materials, labor and equipment necessary to complete the work as herein specified and to the satisfaction of the Engineer. The curing will not be paid for separately but shall be considered as incidental to the item requiring curing.

**671#01 MOBILIZATION**

The requirements of Article 671 of the Standard Specifications shall be modified as follows.

Any costs incurred by Mobilization shall not be paid for separately but shall be considered as included in the cost of the Contract.

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**701#01 TRAFFIC CONTROL PLAN**

Traffic control shall be in accordance with the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, the Traffic Specifications and the Special Provisions contained herein.

With respect to this project, the Contractor will be required to provide all warning signs, barricades, traffic cones, flagmen and other appurtenances, which are necessary to guarantee the safety of motorists and pedestrians during the construction phase, as directed by the Engineer.

Special attention is called to Article 107.09 and 107.14 of the Standard Specifications and the following Highway Standards, Details, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

STANDARDS: 701501, 701801 and 701901

DETAILS:

SPECIAL PROVISIONS: 107.09 Public Convenience and Safety  
Public Convenience and Safety (Dist 1)  
LRS 3 – Work Zone Traffic Control Surveillance  
LRS 4 – Flaggers in Work Zone

At the preconstruction meeting, the Contractor shall furnish the name of the individual in his direct employ who is to be 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 requirement to have a responsible individual in his direct employ supervise this work.

Basis of Payment: This work will not be paid for separately but shall be included in the cost of the contract and no additional compensation will be allowed.

**1004 COURSE AGGREGATES**

All Course Aggregate shall conform with Article 1004 of the Standard Specifications except the use of recycled materials such as crushed concrete, slag, asphalt millings, etc. will not be permitted.

**For the purpose of this Contract, all Course Aggregate shall be crushed limestone.**

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**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:

**FUNDING FOR THIS PROJECT HAS  
BEEN PROVIDED, IN PART, BY**

**THE DUPAGE COUNTY  
COMMUNITY DEVELOPMENT  
COMMISSION**

**&**

**THE US DEPARTMENT OF  
HOUSING AND URBAN  
DEVELOPMENT**



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.

Basis of Payment: 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.

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**PUBLIC CONVENIENCE AND SAFETY (DIST 1)**

Effective: May 1, 2012

Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

“If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply.”

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

“The length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday after”

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

“On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical.”

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**General Electrical Requirements**

Effective: June 1, 2021

This special provision replaces Articles 801.01 – 801.07, 801.09 – 801-16 of the Standard Specifications.

**Definition.** Codes, standards, and industry specifications cited for electrical work shall be by definition the latest adopted version thereof, unless indicated otherwise.

Materials by definition shall include electrical equipment, fittings, devices, motors, appliances, fixtures, apparatus, all hardware and appurtenances, and the like, used as part of, or in connection with, electrical installation.

**Standards of Installation.** Materials shall be installed according to the manufacturer's recommendations, the NEC, OSHA, the NESC, and AASHTO's Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals.

All like materials shall be from the same manufacturer. Listed and labeled materials shall be used whenever possible. The listing shall be according to UL or an approved equivalent.

**Safety and Protection.** Safety and protection requirements shall be as follows.

**Safety.** Electrical systems shall not be left in an exposed or otherwise hazardous condition. All electrical boxes, cabinets, pole handholes, etc. which contain wiring, either energized or non-energized, shall be closed or shall have covers in place and be locked when possible, during nonworking hours.

**Protection.** Electrical raceway or duct openings shall be capped or otherwise sealed from the entrance of water and dirt. Wiring shall be protected from mechanical injury.

**Equipment Grounding Conductor.** All electrical systems, materials, and appurtenances shall be grounded. Good ground continuity throughout the electrical system shall be assured, even though every detail of the requirements is not specified or shown. Electrical circuits shall have a continuous insulated equipment grounding conductor. When metallic conduit is used, it shall be bonded to the equipment grounding conductor, but shall not be used as the equipment grounding conductor.

Detector loop lead-in circuits, circuits under 50 volts, and runs of fiber optic cable will not require an equipment grounding conductor.

Where connections are made to painted surfaces, the paint shall be scraped to fully expose metal at the connection point. After the connection is completed, the paint system shall be repaired to the satisfaction of the Engineer.

Bonding of all boxes and other metallic enclosures throughout the wiring system to the equipment grounding conductor shall be made using a splice and pigtail connection. Mechanical connectors shall have a serrated washer at the contact surface.

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All connections to structural steel or fencing shall be made with exothermic welds. Care shall be taken not to weaken load carrying members. Where connections are made to epoxy coated reinforcing steel, the epoxy coating shall be sufficiently removed to facilitate a mechanical connection. The epoxy coating shall be repaired to the satisfaction of the Engineer. Where connections are made to insulated conductors, the connection shall be wrapped with at least four layers of electrical tape extended 6 in. (150 mm) onto the conductor insulation.

**Submittals.** At the preconstruction meeting, the Contractor shall submit a written listing of manufacturers for all major electrical and mechanical items. The list of manufacturers shall be binding, except by written request from the Contractor and approval by the Engineer. The request shall include acceptable reasons and documentation for the change.

Within 30 calendar days after contract execution, the Contractor shall submit, for approval, through the Traffic Operations Construction Submittals Application (TOCS) system the manufacturer's product data (for standard products and components) and detailed shop drawings (for fabricated items). Submittals for the materials for each individual pay item shall be complete in every respect. Submittals which include multiple pay items shall have all submittal material for each item or group of items covered by a particular specification, grouped together and the applicable pay item identified. Various submittals shall, when taken together, form a complete coordinated package. A partial submittal will be returned without review unless prior written permission is obtained from the Engineer.

Each PDF document must be a vector format PDF from the originating supplier or program and not scanned images.

The submittal must clearly identify the specific model number or catalog number of the item being proposed.

For further information and requirements regarding the TOCS system, the Contractor should reference the *TOCS Contractors User Guide*.

The submittal shall be properly identified by route, section, county, and contract number.

The Contractor shall have reviewed the submittal material and affixed his/her stamp of approval, with date and signature, for each individual item.

Illegible print, incompleteness, inaccuracy, or lack of coordination will be grounds for rejection.

**Items from multiple disciplines shall not be combined on a single submittal and transmittal. Items for lighting, signals, surveillance and CCTV must be in separate submittals since they may be reviewed by various personnel in various locations.**

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The Department may provide a list of pay items broken out by discipline upon request for a particular contract.

The Engineer will review the submittals for conformance with the design concept of the project according to Article 105.04 and the following. The Engineer will stamp the drawings indicating their status as "Approved", "Approved as Noted", "Disapproved", or "Information Only". Since the Engineer's review is for conformance with the design concept only, it shall be the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for errors or omissions in the shop, working, or layout drawings by the Engineer's approval thereof. The Contractor shall still be in full compliance with contract and specification requirements.

All submitted items reviewed and marked "Disapproved" or "Approved as Noted" shall be resubmitted by the Contractor in their entirety, unless otherwise indicated within the submittal comments.

Work shall not begin until the Engineer has approved the submittal. Material installed prior to approval by the Engineer, will be subject to removal and replacement at no additional cost to the Department.

**Certifications.** When certifications are specified and are available prior to material manufacture, the certification shall be included in the submittal information. When specified and only available after manufacture, the submittal shall include a statement of intent to furnish certification. All certificates shall be complete with all appropriate test dates and data.

**Authorized Project Delay.** See Article 801.08

**Maintenance transfer and Preconstruction Inspection:**

General. Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall request a maintenance transfer and preconstruction site inspection, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting and/or traffic control systems which may be affected by the work. The request for the maintenance transfer and preconstruction inspection shall be made no less than fourteen (14) calendar days prior to the desired inspection date. The maintenance transfer and preconstruction inspection shall:

Establish the procedures for formal transfer of maintenance responsibility required for the construction period.

Establish the approximate location and operating condition of lighting and/or traffic control systems which may be affected by the work

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Marking of Existing Cable Systems. The party responsible for maintenance of any existing lighting and/or traffic control systems at the project site will, at the Contractor's request, mark and/or stake, once per location, all underground cable routes owned or maintained by the State. A project may involve multiple "locations" where separated electrical systems are involved (i.e. different controllers). The markings shall be taken to have a horizontal tolerance of at least 1 foot (304.8 mm) to either side. The request for the cable locations and marking shall be made at the same time the request for the maintenance transfer and preconstruction inspection is made. The Contractor shall exercise extreme caution where existing buried cable runs are involved. The markings of existing systems are made strictly for assistance to the Contractor and this does not relieve the Contractor of responsibility for the repair or replacement of any cable run damaged in the course of his work, as specified elsewhere herein. Note that the contractor shall be entitled to only one request for location marking of existing systems and that multiple requests may only be honored at the contractor's expense. No locates will be made after maintenance is transferred, unless it is at the contractor's expense.

Condition of Existing Systems. The Contractor shall conduct an inventory of all existing electrical system equipment within the project limits, which may be affected by the work, making note of any parts which are found broken or missing, defective or malfunctioning. Megger and load readings shall be taken for all existing circuits which will remain in place or be modified. If a circuit is to be taken out in its entirety, then readings do not have to be taken. The inventory and test data shall be reviewed with and approved by the Engineer and a record of the inventory shall be submitted to the Engineer for the record. Without such a record, all systems transferred to the Contractor for maintenance during construction shall be returned at the end of construction in complete, fully operating condition."

**Maintenance and Responsibility During Construction.**

Lighting Operation and Maintenance Responsibility. The scope of work shall include the assumption of responsibility for the continuing operation and maintenance of the existing, proposed, temporary, sign and navigation lighting, or other lighting systems and all appurtenances affected by the work as specified elsewhere herein. Maintenance of lighting systems is specified elsewhere and will be paid for separately

The proposed lighting system must be operational prior to opening the roadway to traffic unless temporary lighting exists which is designed and installed to properly illuminate the roadway.

Energy and Demand Charges. The payment of basic energy and demand charges by the electric utility for existing lighting which remains in service will continue as a responsibility of the Owner, unless otherwise indicated. Unless otherwise indicated or required by the Engineer duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously at the Owner's expense and lighting systems shall not be kept in operation during long daytime periods at the Owner's expense. Upon written authorization from the Engineer to place a proposed new lighting system in service, whether the system has passed final acceptance or not, (such as to allow temporary lighting to be removed), the Owner will accept responsibility for energy



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and demand charges for such lighting, effective the date of authorization. All other energy and demand payments to the utility shall be the responsibility of the Contractor until final acceptance.

**Damage to Electrical Systems.** Should damage occur to any existing electrical systems through the Contractor's operations, the Engineer will designate the repairs as emergency or non-emergency in nature.

Emergency repairs shall be made by the Contractor, or as determined by the Engineer, the Department, or its agent. Non-emergency repairs shall be performed by the Contractor within six working days following discovery or notification. All repairs shall be performed in an expeditious manner to assure all electrical systems are operational as soon as possible. The repairs shall be performed at no additional cost to the Department.

**Lighting.** An outage will be considered an emergency when three or more lights on a circuit or three successive lights are not operational. Knocked down materials, which result in a danger to the motoring public, will be considered an emergency repair.

Temporary aerial multi-conductor cable, with grounded messenger cable, will be permitted if it does not interfere with traffic or other operations, and if the Engineer determines it does not require unacceptable modification to existing installations.

**Marking Proposed Locations for Highway Lighting System.** The Contractor shall mark or stake the proposed locations of all poles, cabinets, junction boxes, pull boxes, handholes, cable routes, pavement crossings, and other items pertinent to the work. A proposed location inspection by the Engineer shall be requested prior to any excavation, construction, or installation work after all proposed installation locations are marked. Any work installed without location approval is subject to corrective action at no additional cost to the Department.

**Inspection of electrical work.** Inspection of electrical work shall be according to Article 105.12 and the following.

Before any splice, tap, or electrical connection is covered in handholes, junction boxes, light poles, or other enclosures, the Contractor shall notify and make available such wiring for the Engineer's inspection.

**Testing.** Before final inspection, the electrical work shall be tested. Tests may be made progressively as parts of the work are completed or may be made when the work is complete. Tests shall be made in the presence of the Engineer. Items which fail to test satisfactorily shall be repaired or replaced. Tests shall include checks of control operation, system voltages, cable insulation, and ground resistance and continuity.

The forms for recording test readings will be available from the Engineer in electronic format. The Contractor shall provide the Engineer with a written report of all test data including the following:

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- Voltage Tests
- Amperage Tests
- Insulation Resistance Tests
- Continuity tests
- Detector Loop Tests

Lighting systems. The following tests shall be made.

- (1) Voltage Measurements. Voltages in the cabinet from phase to phase and phase to neutral, at no load and at full load, shall be measured and recorded. Voltage readings at the last termination of each circuit shall be measured and recorded.
- (2) Insulation Resistance. Insulation resistance to ground of each circuit at the cabinet shall be measured and recorded with all loads disconnected. Prior to performance of the insulation resistance test, the Contractor shall remove all fuses within all light pole bases on a circuit to segregate the luminaire loads.

On tests of new cable runs, the readings shall exceed 50 megohms for phase and neutral conductors with a connected load over 20A and shall exceed 100 megohms for conductors with a connected load of 20A or less.

On tests of cable runs which include cables which were existing in service prior to this contract, the resistance readings shall be the same or better than the readings recorded at the maintenance transfer at the beginning of the contract. Measurements shall be taken with a megohm meter approved by the Engineer.

- (3) Loads. The current of each circuit, phase main, and neutral shall be measured and recorded. The Engineer may direct reasonable circuit rearrangement. The current readings shall be within ten percent of the connected load based on material ratings.
- (4) Ground Continuity. Resistance of the system ground as taken from the farthest extension of each circuit run from the controller (i.e. check of equipment ground continuity for each circuit) shall be measured and recorded. Readings shall not exceed 2.0 ohms, regardless of the length of the circuit.
- (5) Resistance of Grounding Electrodes. Resistance to ground of all grounding electrodes shall be measured and recorded. Measurements shall be made with a ground tester during dry soil conditions as approved by the Engineer. Resistance to ground shall not exceed 10 ohms.

ITS. The following test shall be made in addition to the lighting system test above.

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**Detector Loops.** Before and after permanently securing the loop in the pavement, the resistance, inductance, resistance to ground, and quality factor for each loop and lead-in circuit shall be tested. The loop and lead-in circuit shall have an inductance between 20 and 2500 microhenries. The resistance to ground shall be a minimum of 50 megohms under any conditions of weather or moisture. The quality factor (Q) shall be 5 or greater.

**Fiber Optic Systems.** Fiber optic testing shall be performed as required in the fiber optic cable special provision and the fiber optic splice special provision.

All test results shall be furnished to the Engineer seven working days before the date the inspection is scheduled.

**Contract Guarantee.** The Contractor shall provide a written guarantee for all electrical work provided under the contract for a period of six months after the date of acceptance with the following warranties and guarantees.

- (a) The manufacturer's standard written warranty for each piece of electrical material or apparatus furnished under the contract. The warranty for light emitting diode (LED) modules, including the maintained minimum luminance, shall cover a minimum of 120 months from the date of delivery.
- (b) The Contractor's written guarantee that, for a period of six months after the date of final acceptance of the work, all necessary repairs to or replacement of said warranted material or apparatus for reasons not proven to have been caused by negligence on the part of the user or acts of a third party shall be made by the Contractor at no additional cost to the Department.
- (c) The Contractor's written guarantee for satisfactory operation of all electrical systems furnished and constructed under the contract for a period of six months after final acceptance of the work.

The warranty for an uninterruptable power supply (UPS) shall cover a minimum of two years from date the equipment is placed in operation; however, the batteries of the UPS shall be warranted for full replacement for a minimum of five years.

**Record Drawings.** Alterations and additions to the electrical installation made during the execution of the work shall be made on the PDF copy of the as-Let documents using a PDF editor. Hand drawn notations or markups and scanned plans are not acceptable. These drawings shall be updated daily and shall be available for inspection by the Engineer during the work. The record drawings shall include the following:

- Cover Sheet
- The Electrical Maintenance Contract Management System (EMCMS) location designation, i.e. "L" number
- Summary of Quantities, electrical items only
- Legends, Schedules, and Notes
- Plan Sheets

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- Pertinent Details
- Single Line Diagrams
- Other useful information useful to locate and maintain the systems.

Any modifications to the details shall be indicated. Final quantities used shall be indicated on the Summary of Quantities. Foundation depths used shall also be listed.

As part of the record drawings, the Contractor shall inventory all materials, new or existing, on the project and record information on inventory sheets provided by the Engineer.

The inventory shall include:

- Location of Equipment, including rack, chassis, slot as applicable.
- Designation of Equipment
- Equipment manufacturer
- Equipment model number
- Equipment Version Number
- Equipment Configuration
  - Addressing, IP or other
  - Settings, hardware or programmed
- Equipment Serial Number

The following electronic inventory forms are available from the Engineer:

- Lighting Controller Inventory
- Lighting Inventory
- Light Tower Inspection Checklist
- ITS Location Inventory

The information shall be entered in the forms; handwritten entries will not be acceptable; except for signatures. Electronic file shall also be included in the documentation.

When the work is complete, and seven days before the request for a final inspection, the set of contract drawings, stamped "**RECORD DRAWINGS**", shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor's supervising Engineer or Electrician. . The record drawings shall be submitted in PDF format through TOCS, on CD-ROM as well as hardcopy's for review and approval.

In addition to the record drawings, PDF copies of the final catalog cuts which have been Approved and Approved as Noted with applicable follow-up shall be submitted along with the record drawings. The PDF files shall clearly indicate either by filename or PDF table of contents the respective pay item number. Specific part or model numbers of items which have been selected shall be clearly visible. Hard copies of the catalog are not required with this submittal.

The Contractor shall provide three sets of electronically produced drawings in a moisture proof pouch to be kept on the inside door of the controller cabinet or other location

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approved by the Engineer. These drawings shall show the final as-built circuit orientation(s) of the project in the form of a single line diagram with all luminaires numbered and clearly identified for each circuit.

Final documentation shall be submitted as a complete submittal package, i.e. record drawings, test results, inventory, etc. shall be submitted at the same time. Partial piecemeal submittals will be rejected without review.

A total of three hardcopies and two CD-ROMs of the final documentation shall be submitted. The identical material shall also be submitted through the TOCS system utilizing the following final documentation pay item numbers:

Pay Code	Description	Discipline
FDLRD000	Record Drawings - Lighting	Lighting
FDSRD000	Record Drawings - Surveillance	Surveillance
FDTRD000	Record Drawings - Traffic Signal	Traffic Signal
FDIRD000	Record Drawings - ITS	ITS
FDLCC000	Catalog Cuts - Lighting	Lighting
FDSCC000	Catalog Cuts – Surveillance	Surveillance
FDTCC000	Catalog Cuts – Traffic Signal	Traffic Signal
FDICC000	Catalog Cuts - ITS	ITS
FDLWL000	Warranty - Lighting	Lighting
FDSWL000	Warranty - Surveillance	Surveillance
FDTWL000	Warranty - Traffic Signal	Traffic Signal
FDIWL000	Warranty - ITS	ITS
FDLTR000	Test Results - Lighting	Lighting
FDSTR000	Test Results - Surveillance	Surveillance
FDTTR000	Test Results - Traffic Signal	Traffic Signal
FDITR000	Test Results - ITS	ITS
FDLINV00	Inventory - Lighting	Lighting
FDSINV00	Inventory - Surveillance	Surveillance
FDTINV00	Inventory - Traffic Signal	Traffic Signal
FDIINV00	Inventory - ITS	ITS
FDLGPS00	GPS - Lighting	Lighting
FDSGPS00	GPS - Surveillance	Surveillance
FDTGPS00	GPS - Traffic Signal	Traffic Signal
FDIGPS00	GPS - ITS	ITS

Record Drawings shall include Marked up plans, controller info, Service Info, Equipment Settings, Manuals, Wiring Diagrams for each discipline.

Test results shall be all electrical test results, fiber optic OTDR, and Fiber Optic power meter as applicable for each discipline.

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GPS Documentation. In addition to the specified record drawings, the Contactor shall record GPS coordinates of the following electrical components being installed, modified or being affected in other ways by this contract:

- All light poles and light towers.
- Handholes and vaults.
- Junction Boxes
- Conduit roadway crossings.
- Controllers.
- Control Buildings.
- Structures with electrical connections, i.e. DMS, lighted signs.
- Electric Service locations.
- CCTV Camera installations.
- Roadway Surveillance installations.
- Fiber Optic Splice Locations.
- Fiber Optic Cables. Coordinates shall be recorded along each fiber optic cable route every 200 feet.
- All fiber optic slack locations shall be identified with quantity of slack cable included. When sequential cable markings are available, those markings shall be documented as cable marking into enclosure and marking out of enclosure.

Datum to be used shall be North American 1983.

Data shall be provided electronically. The electronic format shall be compatible with MS Excel. Latitude and Longitude shall be in decimal degrees with a minimum of 6 decimal places. Each coordinate shall have the following information:

1. District
2. Description of item
3. Designation
4. Use
5. Approximate station
6. Contract Number
7. Date
8. Owner
9. Latitude
10. Longitude
11. Comments

A spreadsheet template will be available from the Engineer for use by the Contractor.

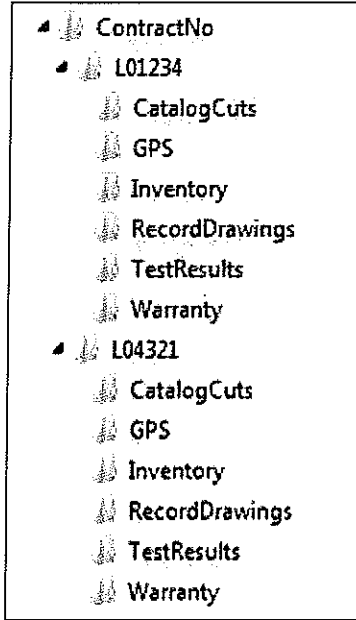
Accuracy. Data collected is to be mapping grade. A handheld mapping grade GPS device shall be used for the data collection. The receiver shall support differential correction and data shall have minimum 5 meter accuracy after post processing.

GPS receivers integrated into cellular communication devices, recreational and automotive GPS devices are not acceptable.

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The GPS shall be the product of an established major GPS manufacturer having been in the business for a minimum of 6 years.”

The documents on the CD shall be organized by the Electrical Maintenance Contract Management System (EMCMS) location designation. If multiple EMCMS locations are within the contract, separate folders shall be utilized for each location as follows:



Extraneous information not pertaining to the specific EMCMS location shall not be included in that particular folder and sub-folder.

The inspection will not be made until after the delivery of acceptable record drawings, specified certifications, and the required guarantees.

The Final Acceptance Documentation Checklist shall be completed and is contained elsewhere herein.

All CD's shall be labeled as illustrated in the CD Label Template contained herein.

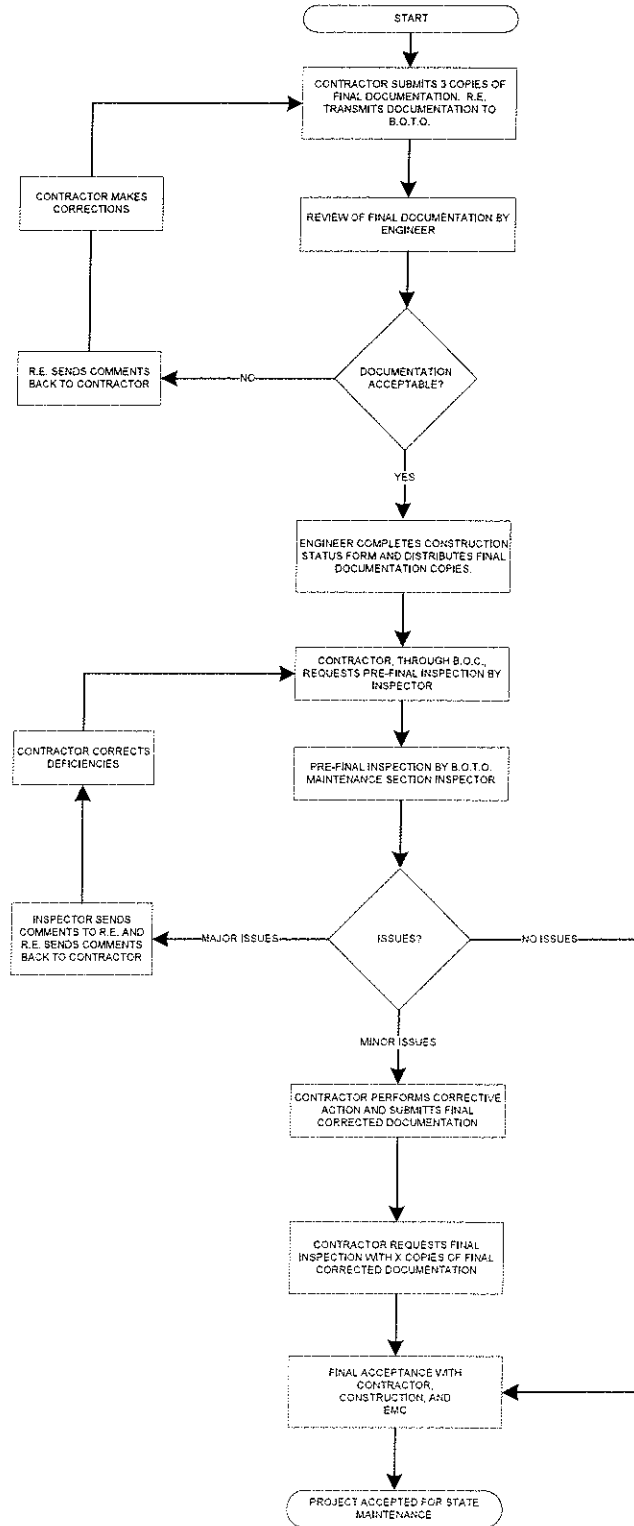
**Acceptance.** Acceptance of electrical work will be given at the time when the Department assumes the responsibility to protect and maintain the work according to Article 107.30 or at the time of final inspection.

When the electrical work is complete, tested, and fully operational, the Contractor shall schedule an inspection for acceptance with the Engineer no less than seven working days prior to the desired inspection date. The Contractor shall furnish the necessary labor and equipment to make the inspection.

A written record of the test readings taken by the Contractor according to Article 801.13 shall be furnished to the Engineer seven working days before the date the inspection is

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scheduled. Inspection will not be made until after the delivery of acceptable record drawings, specified certifications, and the required guarantees.





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**Final Acceptance Documentation Checklist**

LOCATION	
Route	Common Name
Limits	Section
Contract #	County
Controller Designation(s)	EMC Database Location Number(s)

ITEM	Contractor (Verify)	Resident Engineer (Verify)
<b>Record Drawings</b> -Three hardcopies (11" x 17") -Scanned to two CD-ROMs	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<b>Field Inspection Tests</b> -Voltage -Amperage -Cable Insulation Resistance -Continuity -Controller Ground Rod Resistance (Three Hardcopies & scanned to two CD's)	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<b>GPS Coordinates</b> -Excel file (Check Special Provisions, Excel file scanned to two CD's)	<input type="checkbox"/>	<input type="checkbox"/>
<b>Job Warranty Letter</b> (Three Hardcopies & scanned to two CD's)	<input type="checkbox"/>	<input type="checkbox"/>
<b>Catalog Cut Submittals</b> -Approved & Approved as Noted (Scanned to two CD's)	<input type="checkbox"/>	<input type="checkbox"/>
<b>Lighting Inventory Form</b> (Three Hardcopies & scanned to two CD's)	<input type="checkbox"/>	<input type="checkbox"/>
<b>Lighting Controller Inventory Form</b> (Three Hardcopies & scanned to two CD's)	<input type="checkbox"/>	<input type="checkbox"/>
<b>Light Tower Inspection Form</b> (If applicable, Three Hardcopies & scanned to two CD's)	<input type="checkbox"/>	<input type="checkbox"/>

Three Hardcopies & scanned to two CD's shall be submitted for all items above. The CD ROM shall be labeled as shown in the example contained herein.

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**General Notes:**

Record Drawings – The record drawings should contain contract cover sheet, summary of quantities showing all lighting pay item sheets, proposed lighting plans and lighting detail sheets. Submit hardcopies shall be 11” x 17” size. Temporary lighting plans and removal lighting plans should not be part of the set.

Field Inspection Tests – Testing should be done for proposed cables. Testing shall be per standard specifications. Forms shall be neatly filled out.

GPS Coordinates – Check special provisions “General Electrical Requirements”. Submit electronic “EXCEL” file.

Job Warranty Letter – See standard specifications.

Cutsheet Submittal – See special provisions “General Electrical Requirements”. Scan Approved and Approved as Noted cutsheets.

Lighting Inventory Form – Inventory form should include only proposed light poles, proposed light towers, proposed combination (traffic/light pole) lighting and proposed underpass luminaires.

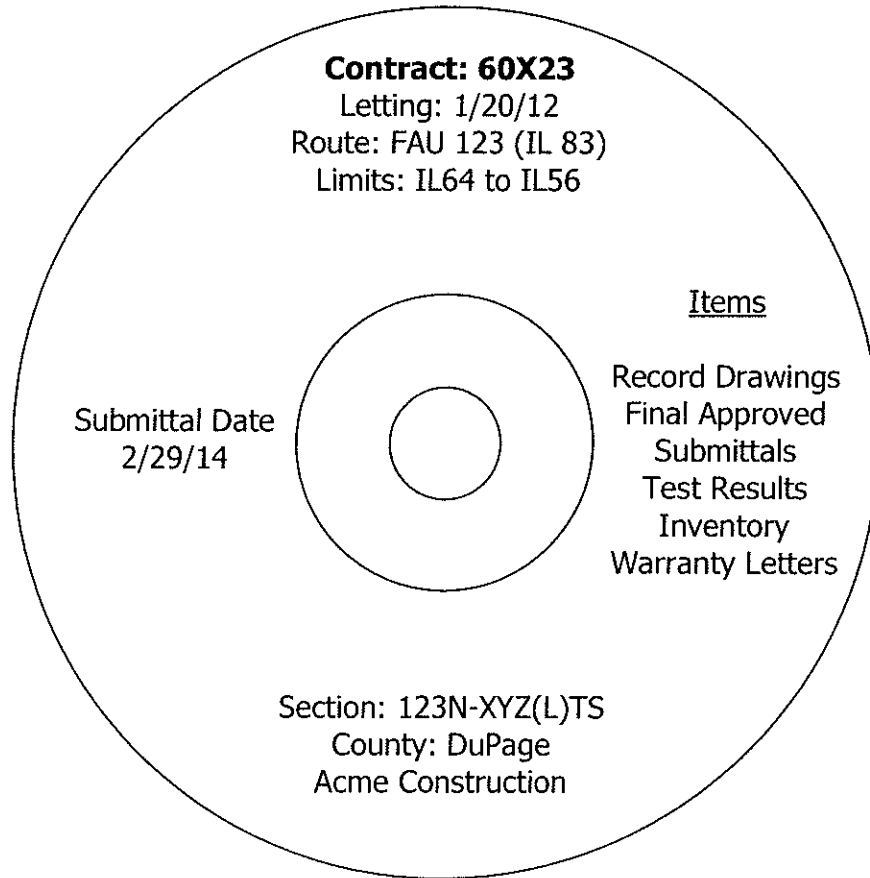
Lighting Controller Inventory Form – Form should be filled out for only proposed lighting controllers.

Light Tower Safety Inspection Form – Form should be filled out for each proposed light tower.

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CD LABEL FORMAT TEMPLATE.

**Label must be printed; hand written labels are unacceptable and will be rejected.**



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**UNDERGROUND RACEWAYS**

Effective: March 1, 2015

Revise Article 810.04 of the Standard Specifications to read:

“Installation. All underground conduits shall have a minimum depth of 30-inches (700 mm) below the finished grade.”

Add the following to Article 810.04 of the Standard Specifications:

“All metal conduit installed underground shall be Rigid Steel Conduit unless otherwise indicated on the plans.”

Add the following to Article 810.04 of the Standard Specifications:

“All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum of 300 mm (12”) or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped.

The ends of rigid metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap.

The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 3 mm (0.125”) thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring.”

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**WIRE AND CABLE**

Effective: January 1, 2012

Add the following to the first paragraph of Article 1066.02(a):

“The cable shall be rated at a minimum of 90°C dry and 75°C wet and shall be suitable for installation in wet and dry locations, and shall be resistant to oils and chemicals.”

Revise the Aerial Electric Cable Properties table of Article 1066.03(a)(3) to read:

Aerial Electric Cable Properties

Phase Conductor		Messenger wire			
Size AWG	Stranding	Average Insulation Thickness		Minimum Size AWG	Stranding
		mm	mils		
6	7	1.1	(45)	6	6/1
4	7	1.1	(45)	4	6/1
2	7	1.1	(45)	2	6/1
1/0	19	1.5	(60)	1/0	6/1
2/0	19	1.5	(60)	2/0	6/1
3/0	19	1.5	(60)	3/0	6/1
4/0	19	1.5	(60)	4/0	6/1

Add the following to Article 1066.03(b) of the Standard Specifications:

“Cable sized No. 2 AWG and smaller shall be U.L. listed Type RHH/RHW and may be Type RHH/RHW/USE. Cable sized larger than No. 2 AWG shall be U.L. listed Type RHH/RHW/USE.”

Revise Article 1066.04 to read:

“Aerial Cable Assembly. The aerial cable shall be an assembly of insulated aluminum conductors according to Section 1066.02 and 1066.03. Unless otherwise indicated, the cable assembly shall be composed of three insulated conductors and a steel reinforced bare aluminum conductor (ACSR) to be used as the ground conductor. Unless otherwise indicated, the code word designation of this cable assembly is “Palomino”. The steel reinforced aluminum conductor shall conform to ASTM B-232. The cable shall be assembled according to ANSI/ICEA S-76-474.”

Revise the second paragraph of Article 1066.05 to read:

“The tape shall have reinforced metallic detection capabilities consisting of a woven reinforced polyethylene tape with a metallic core or backing.”

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**ELECTRIC UTILITY SERVICE CONNECTION (COMED)**

Effective: January 1, 2012

**Description.** This item shall consist of payment for work performed by ComEd in providing or modifying electric service as indicated. THIS MAY INVOLVE WORK AT MORE THAN ONE ELECTRIC SERVICE. For summary of the Electrical Service Drop Locations see the schedule contained elsewhere herein.

**CONSTRUCTION REQUIREMENTS**

**General.** It shall be the Contractor's responsibility to contact ComEd. The Contractor shall coordinate his work fully with the ComEd both as to the work required and the timing of the installation. No additional compensation will be granted under this or any other item for extra work caused by failure to meet this requirement.

Contact: Ms. Andrea McGowan  
Commonwealth Edison General Service Representative  
Phone: (630) 691-4393

The Contractor should make particular note of the need for the earliest attention to arrangements with ComEd for service. In the event of delay by ComEd, no extension of time will be considered applicable for the delay unless the Contractor can produce written evidence of a request for electric service within 30 days of execution.

**Method Of Payment.** The Contractor will be reimbursed to the exact amount of money as billed by ComEd for its services. Work provided by the Contractor for electric service will be paid separately as described under ELECTRIC SERVICE INSTALLATION. No extra compensation shall be paid to the Contractor for any incidental materials and labor required to fulfill the requirements as shown on the plans and specified herein.

For bidding purposes, this item shall be estimated as \$4,000

**Basis of Payment:** This work will be paid for at the contract lump sum price for ELECTRIC UTILITY SERVICE CONNECTION which shall be reimbursement in full for electric utility service charges.

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**ELECTRIC SERVICE INSTALLATION**

Effective: January 1, 2012

**Description.** This item shall consist of all material and labor required to extend, connect or modify the electric services, as indicated or specified, which is over and above the work performed by the utility. Unless otherwise indicated, the cost for the utility work, if any, will be reimbursed to the Contractor separately under ELECTRIC UTILITY SERVICE CONNECTION. This item may apply to the work at more than one service location and each will be paid separately.

**Materials.** Materials shall be in accordance with the Standard Specifications.

**CONSTRUCTION REQUIREMENTS**

**General.** The Contractor shall ascertain the work being provided by the electric utility and shall provide all additional material and work not included by other contract pay items required to complete the electric service work in complete compliance with the requirements of the utility.

No additional compensation will be allowed for work required for the electric service, even though not explicitly shown on the Drawings or specified herein

**Method Of Measurement.** Electric Service Installation shall be counted, each.

**Basis Of Payment.** This work will be paid for at the contract unit price each for ELECTRIC SERVICE INSTALLATION which shall be payment in full for the work specified herein.

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**LIGHT POLES WITH LED LUMINAIRES & APPURTENANCES**

This work shall consist of furnishing and installing an aluminum light pole, complete with ornamental LED luminaires and all required hardware, including bolt covers. This work shall be done in accordance with Sections 821 and 830 of the Standard Specifications and the details in the plans.

While handling the light poles and fixtures, the Contractor shall use canvas slings or other measures to avoid scratching the paint. Any damage caused by the Contractor shall be repaired at his cost.

Light Fixtures: The luminaires shall be the following light emitting diode (LED) fixtures: Luminaires shall be Amerlux SRCG Series Model No. D131SRCG/DR-CL/AVI-SY-4H/BLK, 5,100 lumens and 60 watts or approved equivalent.

Light Poles: The light poles shall be Amerlux Manhattan Series Model No. AP7403-12/BK or approved equivalent, as shown on the plans. Breakaway devices will be installed only on the poles so designated on the plans. Internal pole wiring shall be #10 XLP-TYPE USE and shall be furnished and installed by the Contractor as part of this work. Pole wiring will not be paid for separately.

Basis of Payment: This work will be paid for at the contract unit price per each for LIGHT POLE, ALUMINUM, 12 FT. M.H. WITH 1-60W LED ORNAMENTAL FIXTURE.



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**LIGHTING CONTROLLER, PEDISTAL MOUNTED**

This work shall consist of furnishing and installing an electrical control cabinet with control devices, distribution equipment and wiring for the control of roadway lighting. This work shall be performed in accordance with Section 825 of the Standard Specifications and the details on the plans.

The cabinet shall be a pedestal-mounted aluminum NEMA 3R enclosure, Traffco Products, LLC Model LB-29-17-12 enclosure or approved equivalent, painted with RAL #6005 (green) powder coat. The door of the cabinet shall be provided with an engraved plate reading "Street Lighting". The cabinet shall be provided with a meter socket.

All switches and controls shall be identified by means of two color engraved nameplates. Connector screws

The concrete foundation for the lighting controller is not included in this work, but will be paid for separately as Lighting Controller Foundation.

Prior to assembling the controller, the Contractor shall submit shop drawings and catalog cut sheets for the proposed equipment and components to the Village of Bensenville Public Works Department for review and approval.

Basis of Payment: This work will be paid for at the contract unit price each for LIGHTING CONTROLLER, PEDISTAL MOUNT, of the control type specified.

**LIGHTING CONTROLLER FOUNDATION**

This work shall consist of constructing a concrete foundation for a lighting control cabinet. This work shall be performed in accordance with Section 836 of the Standard Specifications and the details on the plans.

The concrete foundation for the lighting controller shall be constructed of Class SI Portland cement concrete, and shall measure 1'-8" diameter x 42" deep, as shown on the plans. The foundation shall also include a 36" x 60" x 4" deep concrete pad in front of the door. Prior to construction of the foundation, the location and alignment of the proposed controller shall be approved by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price each for LIGHTING CONTROLLER FOUNDATION.

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**LIGHT POLE FOUNDATION, METAL**

This work shall consist of furnishing and installing a metal helix light pole foundation at locations shown on the plans or as directed by the Engineer. This work shall be performed in accordance with Section 878 of the Standard Specifications and the details on the plans.

The helix foundation shaft shall be installed vertical and the base plate shall be in level. The breakaway couplings and hardware shall not be used to align the pole installation. Metal foundations shall be installed in undisturbed soil. Predrilling a pilot hole and/or backfilling around the foundation is not allowed. The metal foundation shall not be installed to a torque which exceeds the manufacturer's maximum torque rating nor shall it be installed to an installation torque value less than 3,500 Ft Lb. Metal foundations that are not installed to full installation depth or do not achieve the minimum installation torque shall be removed and replaced with a concrete foundation at no additional cost.

Basis of Payment: This work will be paid for at the contract unit price each for LIGHT POLE FOUNDATION, METAL, of the bolt circle, diameter, and length specified, which price shall include all labor, material and equipment to install the light pole foundation as specified herein.

**HANDHOLE, COMPOSITE CONCRETE (SPECIAL)**

This work shall consist of installing a polymer concrete handhole with cover in accordance with Section 814 of the Standard Specifications and the details in the plans.

The handhole shall be a Hubbell Quazite polymer concrete box Model No. PC1118BA12 or approved equivalent and measure 20-1/2"x13-1/2"x 12" deep. The handhole cover shall be a Hubbell Quazite Model No. PC1118CA00 or approved equivalent with and engraved logo "ELECTRIC".

Basis of Payment: This work will be paid for at the contract unit price each for HANDHOLE, COMPOSITE CONCRETE (SPECIAL), which price shall include all labor, material and equipment to furnish and install the handhole as specified herein.

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DuPAGE COUNTY

WAGE DECISIONS

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Please be advised, the included federal wage decision is being provided as a courtesy. The federal wage decisions are updated weekly and the most current versions can be obtained at HYPERLINK "<https://sam.gov/content/wage-determinations>"

This wage decision is subject to change pending modification by the Department of Labor. The actual wages that must be paid will be "locked" at bid opening based on the most current wage decision, and provided a contract is awarded within 90 days of bid opening, and construction is started within 90 days of contract award.

VILLAGE OF BENSENVILLE

"General Decision Number: IL20220011 10/10/2023" 2023 RESIDENTIAL STREET LIGHTING PROJECT

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).

<p>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:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. 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.</li> </ul>
<p>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:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. 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.</li> </ul>

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

VILLAGE OF BENSENVILLE

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

2022 RESIDENTIAL STREET LIGHTING PROJECT

CARP0555-003 06/01/2022

DUPAGE ANE LAKE COUNTIES

	Rates	Fringes
CARPENTER		
Building.....	\$ 52.01	38.85
Heavy & Highway.....	\$ 52.01	38.85

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 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

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 CARP0790-003 05/01/2022

DE KALB COUNTY

	Rates	Fringes
CARPENTER.....	\$ 45.81	34.16

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 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

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 CARP0792-003 05/01/2022

BOONE COUNTY

	Rates	Fringes
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VILLAGE OF BENSENVILLE

CARPENTER.....2022-~~\$ 47.00~~ RESIDENTIAL STREET LIGHTING PROJECT

ELEC009-002 05/28/2023

WILL COUNTY

	Rates	Fringes
Line Construction		
Groundman.....	\$ 46.92	60.91%
Lineman and Equipment		
Operator.....	\$ 60.15	60.91%

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ELEC0117-001 05/29/2023

KANE (Northern Half) and McHENRY (All) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 54.61	39.63

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ELEC0150-001 05/31/2021

LAKE COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 42.82	45.77

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ELEC0176-011 06/01/2023

WILL COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 52.00	45.01

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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

VILLAGE OF BENSENVILLE

-----2022 RESIDENTIAL STREET LIGHTING PROJECT  
 ELEC0461-006 05/29/2023

DEKALB (Sandwich TWP), KANE (Southern Half) & KENDALL (All)  
 COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 53.32	39.85

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ELEC0701-001 06/03/2019

DUPAGE COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 41.00	105.86%

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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)

VILLAGE OF BENSENVILLE

2022 RESIDENTIAL STREET LIGHTING PROJECT

GROUP 2: Batch Plant; Bituminous Mixer; Bobcats, over .75 cu yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe 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 Engine; 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.



VILLAGE OF BENSENVILLE

Creter Cranes:

2022 RESIDENTIAL STREET LIGHTING PROJECT

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

VILLAGE OF BENSENVILLE

2022 RESIDENTIAL STREET LIGHTING PROJECT

over)\*; Slip-Form Paver\*; Soil Test Drill Rig\*  
mounted\*; Straddle Buggies; Hydraulic Telescoping Form  
(tunnel); Tractor Drawn Belt Loader\*; Tractor Drawn Belt  
Loader with attached Pusher (two engines); 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 Backhoe 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 75 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

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\* IRON0001-014 06/01/2023

VILLAGE OF BENSENVILLE

DU PAGE (Eastern 1/4), LAKE AND MCHENRY (Hebron, Woodstock and East thereof) COUNTIES 2022 RESIDENTIAL STREET LIGHTING PROJECT

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 57.25	43.75
Structural and Reinforcing..	\$ 57.00	43.75
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IRON0063-003 06/01/2021		

LAKE, DUPAGE (Eastern 1/4) and MCHENRY (HEBRON, WOODSTOCK & EAST THEREOF) COUNTIES

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 52.13	39.47
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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
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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
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LAB00002-004 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

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

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.

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LAB00002-009 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; skimmers; 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

VILLAGE OF BENSENVILLE

2022 RESIDENTIAL STREET LIGHTING PROJECT

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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LAB00032-007 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

VILLAGE OF BENSENVILLE

Operator, Plaster Tender, Hydroponics & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

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LAB0075-002 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;

VILLAGE OF BENSENVILLE

Concrete curing, temporary concrete placement, of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

2022 RESIDENTIAL STREET LIGHTING PROJECT

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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LAB00149-002 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

VILLAGE OF BENSENVILLE

GROUP 6.....	2022 RESIDENTIAL STREET LIGHTING PROJECT	\$ 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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LAB00152-003 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; Kettleman; 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



VILLAGE OF BENSENVILLE  
 waste removal laborers; Dismantling (on-site monitoring  
 nuclear exposure) 2022 RESIDENTIAL STREET LIGHTING PROJECT

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 PAIN0014-003 06/01/2022

LAKE and WILL COUNTIES

	Rates	Fringes
PAINTER: Brush Only.....	\$ 50.30	31.07

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 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

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 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

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 PLAS0011-002 06/01/2023

WILL COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 46.25	45.10

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 PLAS0011-008 06/01/2023

DE KALB, KANE, KENDALL, AND MCHENRY COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 50.70	40.60

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 PLAS0011-013 06/01/2023

LAKE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 48.50	42.82

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 PLAS0011-015 06/01/2023

BOONE COUNTY

	Rates	Fringes
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VILLAGE OF BENSENVILLE

CEMENT MASON/CONCRETE FINISHER... \$ 41.03  
 2022 RESIDENTIAL STREET LIGHTING PROJECT  
 PLASTERER.....\$ 37.90 37.66

PLAS0803-001 08/01/2010

DUPAGE COUNTY

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.00	24.03

\* 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

VILLAGE OF BENSENVILLE

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

2022 RESIDENTIAL STREET LIGHTING PROJECT

Group 4 - Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

\* 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

VILLAGE OF BENSENVILLE

2022 RESIDENTIAL STREET LIGHTING PROJECT

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 vehicles, such as mounted crane trucks 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:

VILLAGE OF BENSENVILLE

2022 RESIDENTIAL STREET LIGHTING PROJECT

Between Dec. 15 and Feb. 28, the residential and welder rates 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 vehicles, such as mounted crane trucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

\* 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 Aalls; 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

VILLAGE OF BENSENVILLE

Trucks 7 yards or over; Mobile Crets, Chisels, and Pallets; 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

VILLAGE OF BENSENVILLE

2022 RESIDENTIAL STREET LIGHTING PROJECT

Group 3 - Dump Crets and 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

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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

VILLAGE OF BENSENVILLE

is available at <https://www.dol.gov/agencies/whd/government-contracts>. 2022 RESIDENTIAL STREET LIGHTING PROJECT

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)).

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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



VILLAGE OF BENSENVILLE

classifications; however, 100% of the initial reports for the classifications was union data. EXAMPLE: UAVG-OH-0010  
2022 RESIDENTIAL STREET LIGHTING PROJECT  
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.

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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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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VILLAGE OF BENSENVILLE

2022 RESIDENTIAL STREET LIGHTING PROJECT  
"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:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. 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.</li> </ul>
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:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. 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.</li> </ul>

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

VILLAGE OF BENSENVILLE

2022 RESIDENTIAL STREET LIGHTING PROJECT

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

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

	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.

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LAB00032-004 05/01/2021

HIGHWAY CONSTRUCTION

WINNEBAGO COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 38.75	34.91

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LAB00362-003 05/01/2018

HIGHWAY CONSTRUCTION

MCLEAN COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 31.08	24.43

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LAB00751-004 05/01/2021

HIGHWAY CONSTRUCTION

KANKAKEE COUNTY

	Rates	Fringes
Landscape Laborer.....	\$ 39.44	32.54

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VILLAGE OF BENSENVILLE  
 LAB00852-004 05/01/2006 2022 RESIDENTIAL STREET LIGHTING PROJECT

HIGHWAY CONSTRUCTION

ROCK ISLAND AND HENRY COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 21.94	12.79

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 LAB00996-004 05/01/2018

HIGHWAY CONSTRUCTION

PEORIA, TAZEWELL, AND WOODFORD COUNTIES

	Rates	Fringes
Landscape Laborer.....	\$ 32.73	23.74

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 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 hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vector Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination 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

VILLAGE OF BENSENVILLE

2022 RESIDENTIAL STREET LIGHTING PROJECT  
 a Southeastern direction to 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

VILLAGE OF BENSENVILLE

\* TEAM0179-008 06/01/2019 2022 RESIDENTIAL STREET LIGHTING PROJECT

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



VILLAGE OF BENSENVILLE

\* TEAM0301-001 06/01/2019 2022 RESIDENTIAL STREET LIGHTING PROJECT

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 Aalls; 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

VILLAGE OF BENSENVILLE

2022 RESIDENTIAL STREET LIGHTING PROJECT

Group 4 - Dual-purpose vehicles, such as mounted crane trucks 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 vehicles, such as mounted crane trucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

VILLAGE OF BENSENVILLE

2022-RESIDENTIAL-STREET-LIGHTING PROJECT

\* TEAM0330-004 06/01/2017

DEKALB and OGLE (North of Route 72/East of Route 251, Adeline, Byron, Creston, Dement, Forreton 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 Aalls; 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

VILLAGE OF BENSENVILLE

2020 PRESIDENTIAL STREET LIGHTING PROJECT  
 classifications shall only have been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicles, such as mounted crane trucks 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 hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vector Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination 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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 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

VILLAGE OF BENSENVILLE

2022 RESIDENTIAL STREET LIGHTING PROJECT  
 pulled by separate units; 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 hauling 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 combination 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

VILLAGE OF BENSENVILLE

Turnapulls or Turnatrailers, 2022 RESIDENTIAL STREET LIGHTING PROJECT  
 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.

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 TEAM0731-001 06/01/2017

VILLAGE OF BENSENVILLE

2022 RESIDENTIAL STREET LIGHTING PROJECT

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.

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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 **	

VILLAGE OF BENSENVILLE

COOK COUNTY 2022 RESIDENTIAL STREET LIGHTING PROJECT

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 **	

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\* 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



VILLAGE OF BENSENVILLE

-----2022 RESIDENTIAL STREET LIGHTING PROJECT

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)).

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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.

VILLAGE OF BENSENVILLE

Union prevailing wage rates 2022 RESIDENTIAL STREET LIGHTING PROJECT  
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.

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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

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Branch of Construction Wage Determinations  
2022 RESIDENTIAL WEST STREET LIGHTING PROJECT

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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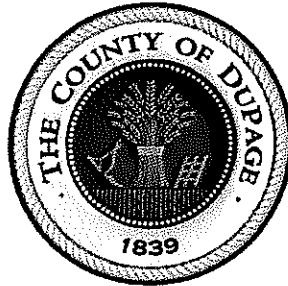
END OF GENERAL DECISIO"

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DuPAGE COUNTY  
COMMUNITY DEVELOPMENT BLOCK GRANT  
SPECIFICATIONS

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# 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 Davis Bacon Federal 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

**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 Contract Provisions* and also a clause requiring his Subcontractors to include these *Required Contract 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.

VILLAGE OF BENSENVILLE  
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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 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 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



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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

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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

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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 acts. 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 all 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 telephone 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.

VILLAGE OF BENSENVILLE  
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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 meeting 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 employees 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 tests 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.

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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 its 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.

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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).

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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 send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization of workers' representative of the Contractor's commitments under this Section 3 requirement, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions and 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.
5. The Contractor agrees to include this Section 3 requirement in every subcontract subject to compliance with regulations in 24 CFR, Part 75, and agrees to take appropriate action as provided in the applicable provision of the subcontractor in this Section 3 requirement, upon a finding that the Subcontractor is in violations of the regulations in 24 CFR, Part 75. 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.
6. 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 he 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.
7. 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".

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**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



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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. IMPLEMENTATION OF CLEAN AIR ACT

### *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 Protection 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.

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**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, 1978 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.

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(4) The contractor will comply with all 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

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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]

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**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 have been violated. 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.

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(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,

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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

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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, 1978, 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



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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.

**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**

- (i) All laborers and mechanics employed or working upon the site of the work 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 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. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification 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 classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall 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) Additional Classifications.**

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor 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;
  - (2) The classification is utilized 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) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall 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.

(iii) 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) 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, 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. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), 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 Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), 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 Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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;
  - (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 of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

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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 shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall 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 will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (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 U.S. 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 HUD or its designee, 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 he or she) 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 Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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2022 RESIDENTIAL STREET LIGHTING PROJECT

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

**(11) Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of **\$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

**C. HEALTH AND SAFETY**

The provisions of this paragraph (c) 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**

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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 compliance 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: Sample Labor Relations Agreement; Section 3 Initiative and Compliance summary; Instructions for Completing Certified Payrolls and Statement of Compliance; Categorizing Foremen, Supervisors, Owners, and Other Employees on Certified Payrolls; Sample Payroll; Sample Statement of Compliance.

HUD = United States Department of Housing and Urban Development

DuPage County Community Development Commission (CDC)  
12/2016

**VILLAGE OF BENSENVILLE**  
**2022 RESIDENTIAL STREET LIGHTING PROJECT**  
**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:**

<b>Legal Business Name</b>	Utility Dynamics Corporation		
<b>Owner Name</b>	Joseph B. Spencer		
<b>Address of Business</b>	23 Commerce Drive, Oswego, IL 60543		
<b>Telephone #</b>	(630)554-1722	<b>DUNS #</b>	
<b>Webpage (if available)</b>		<b>FIN (IRS) #</b>	36-2776022
<b>Trade(s)</b>	Electrical Contractor		

Indicate whether business is:

- Sole Proprietorship \_\_\_\_\_ Date Established: \_\_\_\_\_ BRC<sup>2</sup> \_\_\_\_\_
- Limited Liability Company \_\_\_\_\_
- Partnership \_\_\_\_\_ Date of Agreement: \_\_\_\_\_ BRC \_\_\_\_\_
- Corporation<sup>1</sup>  Date of Incorporation: Illinois \_\_\_\_\_ TIN<sup>3</sup> \_\_\_\_\_

<sup>1</sup> Does not include affiliates, wholly owned subsidiaries or divisions.

<sup>2</sup> Business Registration Certificate Number

<sup>3</sup> 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)
Joseph B. Spencer	Owner/President	Utility Dynamics Corporation

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:

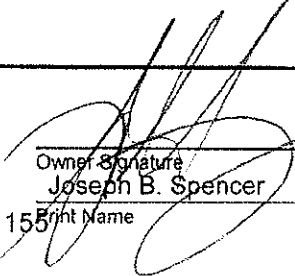
**PART 2 Other Concerns:**

<input type="checkbox"/>	<b>Business is owned by a minority person:</b>	<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic American
	<input type="checkbox"/> Other (Specify):	<input type="checkbox"/> Native American	<input type="checkbox"/> Asian/Pacific American

Business is woman owned.

I certify that the above information is complete and accurate.

10/31/2023

 Owner Signature Joseph B. Spencer	Date President
Print Name	Title



VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

**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: 10/31/2023

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: Utility Dynamics Corporation

Contractor/Subcontractor Address: 23 Commerce Drive, Oswego, IL 60543

Contractor/Subcontractor Phone #: (630)554-1722

Contractor/Subcontractor Email: contact@utilitydynamicscorp.com

Contractor/Subcontractor EIN: 36-2776022

Amount of Contract/Subcontract: \_\_\_\_\_

Estimated Construction Start Date: 2023

Estimated Construction Completion Date: 05/24/2024

Project Location: Bensenville, IL

Signed: \_\_\_\_\_

Printed Name: Joseph B. Spencer

Title: President

CC: DuPage County  
421 N. County Farm Rd, Room 2-800  
Wheaton, IL 60187

CC: \_\_\_\_\_  
\_\_\_\_\_

Attn: Community Development Commission

Attn: \_\_\_\_\_

Phone: 630-407-6600

Phone: \_\_\_\_\_

Email: communitydev@dupageco.org

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

CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT (LRA)

Project Name: Non-Profit Agency New Facility Construction; Project #: CD13-01; Project Address: 1 Main Street, Town, IL 60000; Contract Amount: 100,000; Contractor Name: Jones Construction Company; Type: Subcontractor; If SUBCONTRACTOR provide name of contracting company: Tom's General Contracting Company; Address of Business: 123 Main Street, Town, IL 60000; Contact Person: Samuel Jones; Title: Owner/President; Telephone #: 111-111-1111; Fax #: 222-222-2222; Email Address: sam.jones@jonesco.com; FIN (IRS) #: 12-3456789

1. Is the contractor named above supplying materials only? [X] No (continue to question 2.) [ ] Yes (Material suppliers do not have to complete this form, but any labor subcontractors hired for installation of these materials must be disclosed and must complete all HUD forms.)

2. The following persons are hereby authorized to complete and sign all payroll forms and records for the above project:

Table with 4 columns: Name/Title, Signature, Name/Title, Signature. Row 1: Samuel Jones / Owner/President, Samuel Jones. Row 2: Jane Jones / Payroll Administrator, Jane Jones.

3. I [X] HAVE [ ] HAVE NOT received a copy of the applicable Davis-Bacon wage rates for the above project and I understand that Federal Prevailing Wage Rates apply to this project.

4. In the section below, please list the hourly wage and fringe benefits by job classification and group number of each trade employed by your company. Mark how benefits are paid. Total wages must meet Davis-Bacon minimums.

Table with 2 columns: Job Classification # (for DuPage) CARP0555-005 (Building); Group # (if applicable) n/a; Hourly Wage Rate: \$41.52; Hourly Fringe Benefits: \$25.47; Fringe Benefits paid [ ] in cash [X] into plan(s); TOTAL (wages + fringe) \$66.99

Table with 2 columns: Job Classification # (for DuPage) LABO0002-003; Group # (if applicable) 1; Hourly Wage Rate: \$35.20; Hourly Fringe Benefits: \$21.45; Fringe Benefits paid [ ] in cash [X] into plan(s); TOTAL (wages + fringe) \$56.65

Table with 2 columns: Job Classification # (for DuPage); Group # (if applicable); Hourly Wage Rate; Hourly Fringe Benefits; Fringe Benefits paid [ ] in cash [ ] into plan(s); TOTAL (wages + fringe) \$0.00

Table with 2 columns: Job Classification # (for DuPage); Group # (if applicable); Hourly Wage Rate; Hourly Fringe Benefits; Fringe Benefits paid [ ] in cash [ ] into plan(s); TOTAL (wages + fringe) \$0.00

Table with 2 columns: Job Classification # (for DuPage); Group # (if applicable); Hourly Wage Rate; Hourly Fringe Benefits; Fringe Benefits paid [ ] in cash [ ] into plan(s); TOTAL (wages + fringe) \$0.00

Table with 2 columns: Job Classification # (for DuPage); Group # (if applicable); Hourly Wage Rate; Hourly Fringe Benefits; Fringe Benefits paid [ ] in cash [ ] into plan(s); TOTAL (wages + fringe) \$0.00

WARNING: U.S. CRIMINAL CODE, SECTION 1010, TITLE 18, U.S.C., PROVIDES IN PART: "WHOEVER...MAKES, PASSES, UTTERS, OR PUBLISHES ANY STATEMENT, KNOWING THE SAME TO BE FALSE...SHALL BE FINED NOT MORE THAN \$5,000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."

The undersigned certifies that (s)he is an owner/officer of the contractor and further certifies compliance with all Federal EEO requirements:

Signature: Samuel Jones

Date: 04/01/2013

Signature: Samuel Jones

Date: Owner/President

**CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT (LRA)**

Project Name	Project Name 2022 Residential Street Lighting	Project #	
Project Address	Bensenville, IL	Contract Amount	
Contractor Name	Utility Dynamics Corporation	Type	<input type="checkbox"/> GC <input type="checkbox"/> Subcontractor
If SUBCONTRACTOR provide name of contracting company			
Address of Business	23 Commerce Drive, Oswego, IL 60543		
Contact Person	Joseph B. Spencer	Title	President
Telephone #	(630)554-1722	Fax #	(630)554-1195
Email Address	contact@utilitydynamicscorp.com	FIN (IRS) #	36-2776022

1. Is the contractor named above supplying materials only?  No (continue to question 2.)  Yes (Material suppliers do not have to complete this form, but any labor subcontractors hired for installation of these materials must be disclosed and must complete all HUD forms.)

2. The following persons are hereby authorized to complete and sign all payroll forms and records for the above project:

Name/Title:	Christie Maday, Payroll Manager	Signature:	
Name/Title:		Signature:	

3. I  HAVE  HAVE NOT received a copy of the applicable Davis-Bacon wage rates for the above project and I understand that Federal Prevailing Wage Rates apply to this project.

4. In the section below, please list the hourly wage and fringe benefits by job classification and group number of each trade employed by your company. Mark how benefits are paid. Total wages must meet Davis-Bacon minimums.

Job Classification # (for DuPage)	Elec0196
Group # (if applicable)	N/A
Hourly Wage Rate:	\$49.22
Hourly Fringe Benefits:	\$23.50
Fringe Benefits paid	<input type="checkbox"/> in cash <input checked="" type="checkbox"/> into plan(s)
TOTAL (wages + fringe)	\$0.00 \$72.72

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
Fringe Benefits paid	<input type="checkbox"/> in cash <input type="checkbox"/> into plan(s)
TOTAL (wages + fringe)	\$0.00

Job Classification # (for DuPage)	Elec0196-001
Group # (if applicable)	N/A
Hourly Wage Rate:	\$37.81
Hourly Fringe Benefits:	\$19.66
Fringe Benefits paid	<input type="checkbox"/> in cash <input checked="" type="checkbox"/> into plan(s)
TOTAL (wages + fringe)	\$0.00 \$57.47

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
Fringe Benefits paid	<input type="checkbox"/> in cash <input type="checkbox"/> into plan(s)
TOTAL (wages + fringe)	\$0.00

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
Fringe Benefits paid	<input type="checkbox"/> in cash <input type="checkbox"/> into plan(s)
TOTAL (wages + fringe)	\$0.00

Job Classification # (for DuPage)	
Group # (if applicable)	
Hourly Wage Rate:	
Hourly Fringe Benefits:	
Fringe Benefits paid	<input type="checkbox"/> in cash <input type="checkbox"/> into plan(s)
TOTAL (wages + fringe)	\$0.00

WARNING: U.S. CRIMINAL CODE, SECTION 1010, TITLE 18, U.S.C., PROVIDES IN PART: "WHOEVER...MAKES, PASSES, UTTERS, OR PUBLISHES ANY STATEMENT, KNOWING THE SAME TO BE FALSE...SHALL BE FINED NOT MORE THAN \$5,000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."

The undersigned certifies that (s)he is an owner/officer of the contractor and further certifies compliance with all Federal EEO requirements:

10/31/2023

Signature Joseph B. Spencer Date President

Page 158 of Name Title

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

DuPage County Community Development Commission (CDC)  
Rev. 06/2013

**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 federally 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 Name 2022 Residential Street Lighting	Project #	
Project Address	Bensenville, IL	Contract Amount	
Contractor Name	Utility Dynamics Corporation	Type	<input checked="" type="checkbox"/> GC <input type="checkbox"/> Subcontractor
<i>If SUBCONTRACTOR provide name of contracting company</i>			
Address of Business	23 Commerce Drive, Oswego, IL 60543		
Contact Person	Joseph B. Spencer	Title	President
Telephone #	(630)554-1722	Fax #	(630)554-1195
Email Address	contact@utilitydynamicscorp.com	FIN (IRS) #	36-2776022

Federal regulations stipulate that apprentices and trainees (hereinafter "apprentices") assigned to a federally funded project are required to be accompanied by a qualified journeyman worker of the same trade. This means that apprentices are not to perform work on the *project* without proper supervision. Superintendents, company inspectors, managing supervisors, foremen, or any other person employed as contractor administration, do not qualify as a labor-mentoring agent. On each certified payroll, a journeyman's hours must match an apprentice's hours each day. There are no exceptions to this policy.

Should an apprentice perform work *alone* on the premises of the above stated project, Davis-Bacon Wage Determinations will apply and the apprentice must be paid the minimum prevailing wage for his or her time. Restitution must be paid to the employee in the manner of the difference between the prevailing wage and the apprentice's wage.

Do you plan on using apprentices for the above referenced project?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Are your apprentices registered with the Bureau of Apprenticeship and Training?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> 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/Trainee Name	Year/Level	Registered	Wage/hour
NONE			

I am now fully aware of the federal apprentice/trainee policies involving the above referenced project and will keep a copy of this disclaimer in the project file:

	10/31/2023
	Date
Joseph B. Spencer	President
Print Name	Title

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT  
DUPAGE 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](https://www.dupagecounty.gov/government/departments/community_services/municipalities_and_non-profits/community_development_commission/section_3.php).

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT  
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)**

2022 Residential Street Lighting  
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

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.

05/2023

VILLAGE OF BENSENVILLE  
 2022 RESIDENTIAL STREET LIGHTING PROJECT  
 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**

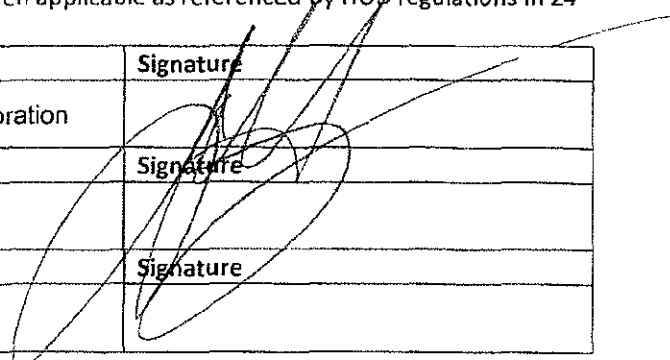
Contractors, to the greatest extent feasible, will conduct outreach to hire Section 3 workers and/or Section 3 targeted workers which includes, but is not limited to:

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
Joseph B. Spencer, President	Utility Dynamics Corporation	
Name/Title (printed)	Company	Signature
Name/Title (printed)	Company	Signature

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

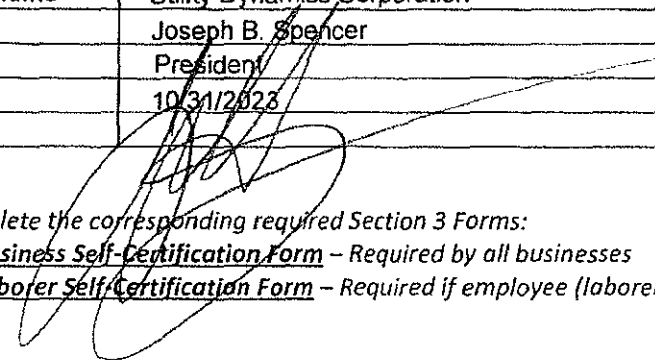
**SECTION 3: COMPLIANCE CERTIFICATION**

Please select a response to the below questions/statements.

1. Has the project been awarded over \$200,000 in HUD assistance? (Please consult the contracting organization if unsure).
  - Yes – continue to question 2
  - No – continue to the bottom of form, complete, sign, date. No additional forms required.
  
2. This project is receiving over \$200,000 of HUD assistance, and either the business itself, and/or any of its employees meet the definition of Section 3. (See Section 3 Acknowledgement of Compliance Requirements form for Business Concern and Worker criteria).
  - True – continue to question 3
  - False – continue to the bottom of form, complete, sign, date. Complete the Section 3 Employer Self Certification Checklist.
  
3. Select how the Section 3 definition is met.
  - The business **and** one or more employees are Section 3 – continue to question 4
  - The business is Section 3; **no** employees are Section 3 – continue to question 4
  - The business is **not** Section 3; one or more employees **are** Section 3 – continue to question 4

4. Please list the employee(s) name(s) and job title which meet the definition of a Section 3 Worker:


Please print your name, company, title, and sign/date below.

<b>Company Name</b>	Utility Dynamics Corporation
<b>Name</b>	Joseph B. Spencer
<b>Job Title</b>	President
<b>Date</b>	10/31/2023
<b>Signature</b>	

Please complete the corresponding required Section 3 Forms:  
Section 3 Business Self-Certification Form – Required by all businesses  
Section 3 Laborer Self-Certification Form – Required if employee (laborer) of contractor/subcontractor is Section 3



VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT  
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

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

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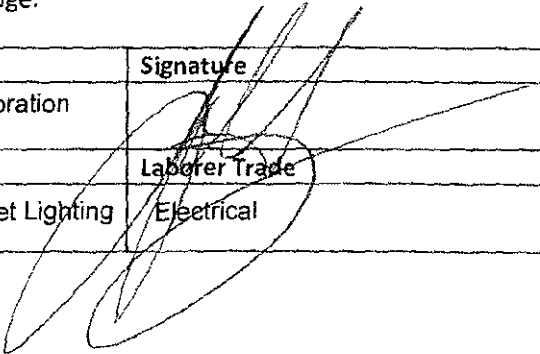
VILLAGE OF BENSENVILLE

2022 RESIDENTIAL STREET LIGHTING PROJECT

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:

- 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
Joseph B. Spencer	Utility Dynamics Corporation	
Title	Project Name	Laborer Trade
President	2022 Residential Street Lighting	Electrical



VILLAGE OF BENSENVILLE  
 2022 RESIDENTIAL STREET LIGHTING PROJECT  
 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:

<b>Individual Annual Income</b>	<b>1</b>
80 % (gross income)	\$61,800

- 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.

<b>Name (printed)</b>	<b>Address</b>	<b>Employer</b>
<b>Signature</b>	<b>Project Name</b>	<b>Laborer Trade</b>

# 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 skills, 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 \(peoplesrc.org\)](#)



**DuPageCRIS.org**

Free service for DuPage County residents looking for health and social service resources.

CALL OR EMAIL:  
 Monday to Friday 8:00 am – 4:30 pm  
 (800) 942-9412 or (630) 407-6500  
[communitypoint@dupageco.org](mailto:communitypoint@dupageco.org)  
**DuPageCRIS.org**

# Grow Your Business & Support Your Community with HUD Section 3



## DUPAGE COUNTY



**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 \(cod.edu\)](https://www.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](https://www.worknetdupage.com)

### 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 \(peoplesrc.org\)](https://www.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](https://www.usagov.gov)

### 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](https://www.youthbuild.org)



# Are you a Section 3 Worker?

You may be a Section 3 worker if:

- 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

Household Size	80% (gross income)
1	\$ 61,800

Any worker that fits the above description may be a Section 3 worker, and may be in need of additional resources.

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](mailto:communitydev@dupageco.org)

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





VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT  
**CATEGORIZING FOREMEN, SUPERVISORS, OWNERS, AND OTHER  
EMPLOYEES ON CERTIFIED 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 | 5) Water Carrier             |
| 2) Project Engineer       | 6) Messenger                 |
| 3) Project Foreman*       | 7) Clerical Workers          |
| 4) Watchman               | 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.

VILLAGE OF BENSENVILLE  
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**INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347**

WH-347 (PDF) OMB Control No. 1235-0008, Expires 01/31/2015.

**General:** Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals -** Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1 and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

**Use of Section 4(c), Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

---

**Public Burden Statement:** We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**Note:** In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at [www.adobe.com/products/acrobat/readstep2.html](http://www.adobe.com/products/acrobat/readstep2.html). To save the completed forms on your workstation, you need to use the "Save As" method to save the file.

For example, move your mouse curser over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option – depending upon which browser you are using:

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

U.S. Department of Labor  
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input type="checkbox"/> OR S <sup>U</sup> CONTRACTOR <input checked="" type="checkbox"/>	ADDRESS	OMB No.: 1235-0008
Jones Construction Company	123 Main Street, Town, IL 60000	E&Pires: \$(?)(\$)
PAYROLL NO. 1 - initial	FOR WEEK ENDING 04/12/2013	PROJECT OR CONTRACT NO. CD13-01
PROJECT AND LOCATION Non-Profit Agency New Facility Construction, Town, IL		

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF HOLDING EMPLOYMENTS	(3) WO <sup>U</sup> CLASSIFICATION	OT OR T	(4) DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGE PAID FOR WEEK	
				S	M	T	W	T	F	S				FICA	WT HF HOLDING TAB	Union Dues	OTHE <sup>R</sup>	TOTAL DEDUCTIONS		
				7	8	9	10	11	12	13				HOURS WORKED EACH DAY						
John Doe ###-##-1234 12 Any Street, Town, IL	2	CARPENTER JOURNEYMAN CARP0555-005	O										\$1,079.52	\$74.20	\$106.00	\$31.80		\$212.00	\$867.52	
John Doe ###-##-1234 12 Any Street, Town, IL	2	LABORER Group #1 LABO0002-003	O				2.00	4.00	8.00			14.00	35.20 0.00	\$492.80	\$34.50	\$49.28	\$13.55		\$97.33	\$395.47
Thomas Terrific ###-##-5678 13 Any Street, Town, IL	1	CARPENTER APPRENTICE	O										\$427.00	\$29.89	\$64.05	\$12.81		\$106.75	\$320.25	
William Worker ###-##-9123 14 Any Street, Town, IL	2	LABORER Group #1 LABO0002-003	O			2.00		1.00				3.00	\$52.80	\$1,566.40	\$109.60	\$156.64	\$43.07		\$309.31	\$1,257.09
James Smart ###-##-4567 15 Any Street, Town, IL	0	LABORER Group #1 LABO0002-003	O										\$2,266.00	\$158.62	\$453.20			\$611.82	\$1,654.18	
Samuel Jones ###-##-8912 16 Any Street, Town, IL	0	OWNER	O										\$2,266.00							

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3146) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20036.

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

- SAMPLE -

- SAMPLE -

date 04/13/2013

Samuel Jones Owner / President  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Jones Construction Company

(Contractor or Subcontractor)

Non-Profit Agency New Facility Construction; that during the payroll period commencing on the

7 day of April, 2013, and ending the 13 day of April, 2013

all persons employed on said project have been paid the full week's wages earned, that no rebates have been or will be made either direct or indirect to or on behalf of said

Jones Construction Company

from the full

weekly wages earned by any person and that no deductions have been made either direct or indirect from the full wages earned by any person, other than permissible deductions as defined in regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 31451) and described below:

See Deductions column in this payroll

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAM



in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(9) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

EXCEPTIONS

EXCEPT-ON (CRAFT)	EXPLANATION
James Smart - Laborer	Probationary Employee, not yet qualified for pension/welfare benefits - \$56.65 hourly rate

REMARKS:

NAME AND TITLE Samuel Jones, Owner / President	SIGNATURE Samuel Jones
THE WHOLE FULL FAITH AND CREDIT OF THE ABOVE STATEMENT MAY BE SUBJECT TO THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 17 OF THE UNITED STATES CODE.	

- SAMPLE -

- SAMPLE -

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

U.S. Department of Labor  
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))



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NAME OF CONTRACTOR  OR SUBCONTRACTOR  ADDRESS OMB No.: 1235-0008  
Expires: 01/31/2015

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF EXEMPTIONS	(3) WORK CLASSIFICATION	OT, OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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## Federal Wage Decision

(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 federal wage decision is being provided as a courtesy. The federal wage decisions are updated weekly and the most current versions can be obtained at <https://sam.gov/content/wage-determinations>

This wage decision is subject to change pending modification by the Department of Labor. The actual wages that must be paid will be "locked" at bid opening based on the most current wage decision, and provided a contract is awarded within 90 days of bid opening, and construction is started within 90 days of contract award.

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DuPAGE COUNTY  
COMMUNITY DEVELOPMENT COMMISSION  
CONDITIONS

---

**DUPAGE COUNTY COMMUNITY  
DEVELOPMENT COMMISSION (CDC) CONDITIONS  
FEDERAL GRANT BID MANUAL LANGUAGE AND STATEMENTS**

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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**

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT  
*Sealed Bid Projects (All Construction AND \$150,000 Projects)*

**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](http://www.sam.gov)).**

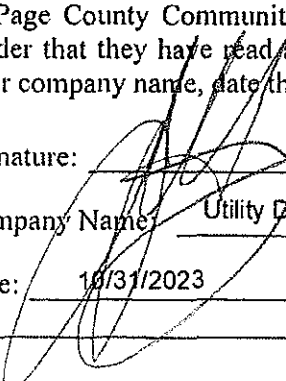
XI. Insurance Requirement

**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:  \_\_\_\_\_  
Joseph B. Spencer,  
President

Company Name: Utility Dynamics Corporation

Date: 10/31/2023

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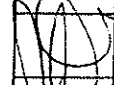
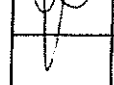
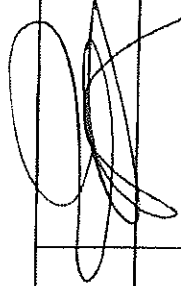
DuPAGE COUNTY  
CONFLICT OF INTEREST DISCLOSURE

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VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

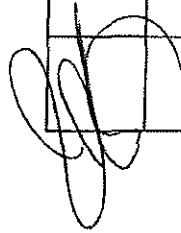
**CONFLICT OF INTEREST DISCLOSURE**

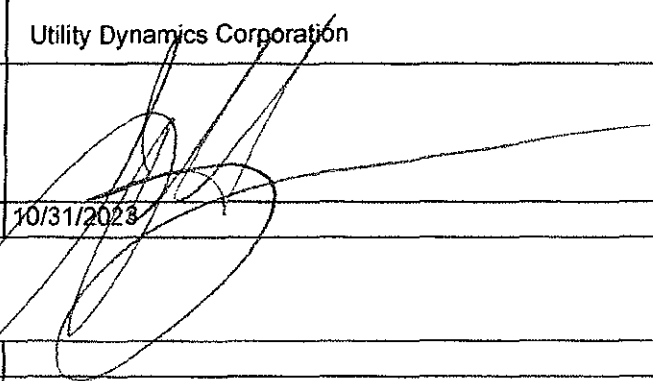
Please initial each true and applicable statement:

	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.
	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:	
	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) <u>do(es) not have</u> 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 <u>does have</u> 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

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

	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.
	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.



<b>Printed Name:</b>	Joseph B. Spencer
<b>Title (if applicable):</b>	President
<b>Name of organization (if applicable)</b>	Utility Dynamics Corporation
<b>Signature:</b>	
<b>Date:</b>	10/31/2023

<b>Printed Name:</b>	
<b>Title (if applicable):</b>	
<b>Name of organization (if applicable)</b>	
<b>Signature:</b>	
<b>Date:</b>	

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BUILD AMERICA,  
BUY AMERICA ACT (BABA)

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**BUILD AMERICA, BUY AMERICA ACT (BABA)**

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.

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VILLAGE OF BENSENVILLE  
PROPOSAL FOR  
CONTRACT BID

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VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

**PROPOSAL**

To the Village of Bensenville, Illinois:

The undersigned, having familiarized ourselves with the local conditions affecting the cost of the work and with the Contract Documents, including the Advertisement for Bids, Instructions to Bidders, Standard Specifications, Special Provisions, Form of Proposal, Form of Contract, Form of Performance Bond, etc., and with the plans and specifications and addenda thereto if any on file in the office of the Municipal Clerk of said Municipality, and understanding that in making this proposal he waives all right to plead any misunderstanding regarding the same; the undersigned hereby proposes to perform all specified work and to provide and furnish all labor, materials, tools, expendable equipment, and all utility and transportation services necessary to complete in a workmanlike manner all work required in connection with the construction of the **2022 RESIDENTIAL STREET LIGHTING PROJECT** to be constructed by the said Municipality, all in accordance with the plans and specifications as prepared by James J. Benes and Associates, Inc., Consulting Engineers, including Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, issued thereto, for the following prices; it being understood that each of the items is to be constructed complete in place and ready for use, including all labor, materials and equipment of every kind and nature necessary to construct the work as specified as well as all other appurtenant and accessory construction and that each item shall be constructed in all respects so as to accomplish the purpose for which the same was intended by the said plans and specifications.

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

1. It is understood and agreed by the undersigned that the Municipality reserves the unrestricted privilege to reject any bid should any unit prices be abutted, or any bid which are noticeably unbalanced, all at the sole discretion of the Municipality.
2. The aggregate total of the above lump sum (if any) and unit price items, based on the estimated quantities, shall be the basis for the establishing of the amount of the performance bond and for comparison of bids. Said total in the case of unit price bids, shall not be understood to be a single lump sum proposal or contract price.
3. If awarded this contract, the undersigned agrees to commence work within ten (10) calendar days after execution and acceptance of the contract. The undersigned further agrees to complete the work to the satisfaction of the Municipality by **May 24, 2024**.
4. Accompanying this Proposal is a bid bond, certified check, bank draft or irrevocable letter of credit payable to the said Municipality in the amount of ten percent (10%) of the amount bid which it is agreed will be forfeited to said Municipality, if the undersigned fails to execute the contract in conformance with the form of contract incorporated in the Contract Documents and furnish performance bond as specified within fifteen (15) days after notification of the award of contract to the undersigned. The amount of the bid security is \$ 10% of total bid price.
5. In submitting this bid, it is understood that the right is reserved by the said Municipality to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.
6. Each pay item shall have a unit price and a total price.
7. The unit price shall govern if there is a discrepancy between the product of the unit price multiplied by the quantity.
8. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
9. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
10. In submitting this bid, the Contractor guarantees all work for a period of one (1) year after final acceptance of the project by the owner against faulty materials and/or workmanship. If any defects become apparent within the guaranty period, the Contractor shall repair said defects at his cost and to the satisfaction of the owner.

**VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT  
BID FORM**

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES  
FOR THE WORK TO BE PERFORMED UNDER THIS CONTRACT

**SCHEDULE OF PRICES**

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	60	\$ 5.00	\$ 300.00
2	CONTAMINATED WASTE DISPOSAL	CU YD	20	\$ 10.00	\$ 200.00
3	SEEDING, CLASS 1 (SPECIAL)	SQ YD	2,600	\$ 10.00	\$ 26,000.00
4	PROTECTIVE COAT	SQ YD	22	\$ 10.00	\$ 220.00
5	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	200	\$ 32.00	\$ 6,400.00
6	SIDEWALK REMOVAL	SQ FT	200	\$ 10.00	\$ 2,000.00
7	ELECTRIC SERVICE INSTALLATION	EACH	3	\$ 800.00	\$ 2,400.00
8	ELECTRIC UTILITY SERVICE CONNECTION	L SUM	1	\$ 4,000.00	\$ 4,000.00
9	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	110	\$ 24.00	\$ 2,640.00
10	UNDERGROUND CONDUIT, PVC, 3" DIA.	FOOT	900	\$ 20.00	\$ 18,000.00
11	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	7,230	\$ 15.00	\$108,450.00
12	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	FOOT	19,430	\$ 1.00	\$ 19,430.00
13	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6	FOOT	4,780	\$ 1.25	\$ 5,975.00
14	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 4	FOOT	2,220	\$ 2.80	\$ 6,216.00
15	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	320	\$ 3.50	\$ 1,120.00
16	LIGHT POLE, ALUMINUM, 12 FT. M.H. WITH 1-60W LED ORNAMENTAL FIXTURE	EACH	47	\$ 4,450.00	\$209,150.00
17	LIGHTING CONTROLLER, PEDESTAL MOUNTED, 240VOLT, 100AMP	EACH	3	\$ 9,850.00	\$ 29,550.00
18	CONSTRUCTION LAYOUT	L SUM	1	\$10,000.00	\$ 10,000.00
19	HANDHOLE, COMPOSITE CONCRETE (SPECIAL)	EACH	23	\$ 680.00	\$ 15,640.00
20	LIGHTING CONTROLLER FOUNDATION	EACH	3	\$ 1,000.00	\$ 3,000.00
21	LIGHT POLE FOUNDATION, METAL, 10" BOLT CIRCLE, 6 5/8" X 6"	EACH	47	\$ 810.00	\$ 38,070.00
22	FUNDING SIGN	EACH	2	\$ 500.00	\$ 1,000.00
<b>BIDDER'S PROPOSAL FOR THE ENTIRE IMPROVEMENT</b>				<b>\$ 509,761.00</b>	

ALL OF THE ABOVE ITEMS, COMPLETE, IN PLACE, AS SPECIFIED, FOR THE TOTAL AMOUNT OF:  
Five Hundred-Nine Thousand, Seven Hundred-Sixty-One Dollars & NO/100

(IN WRITING)

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDA NOS. \_\_\_\_\_, \_\_\_\_\_, AND \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

Joseph B. Spencer, President



**Illinois Department of Transportation**

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

VILLAGE OF BENSENVILLE  
1902 RESIDENTIAL STREET LIGHTING PROJECT

**Affidavit of Availability  
For the Letting of \_\_\_\_\_**

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

**Part I. Work Under Contract**

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

	1	2	3	4	Awards Pending	
Contract Number	23021	1468		23017		
Contract With	A Lamp Concrete	Martam Construction	Village of Lincolnwood	Lenny Hoffman		
Estimated Completion Date	11-01-2024	01-31-2024	120 Cal. Days	02-01-2024		
Total Contract Price	\$1,865,397.00	\$575,700.00	\$244,841.00	\$519,891.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor			\$165,183.00			\$165,183.00
Uncompleted Dollar Value if Firm is the Subcontractor	\$1,028,855.00	\$478,172.00		\$459,150.00		\$1,966,177.00
<b>Total Value of All Work</b>						<b>\$2,131,360.00</b>

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

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

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical	\$1,028,855.00	\$465,198.00	\$165,183.00	\$459,150.00		\$2,118,386.00
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
<b>Totals</b>	<b>\$1,028,855.00</b>	<b>\$465,198.00</b>	<b>\$165,183.00</b>	<b>\$459,150.00</b>		<b>\$2,118,386.00</b>

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

VILLAGE OF BENSENVILLE

Part III. Work Subcontracted to Others. 2022 RESIDENTIAL STREET LIGHTING PROJECT

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

	1	2	3	4	Awards Pending
Subcontractor		Meade Electric			
Type of Work		Traffic Signals			
Subcontract Price		\$12,974.00			
Amount Uncompleted		\$12,974.00			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted		\$12,974.00			

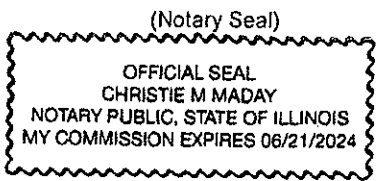
I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion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

Subscribed and sworn to before me  
 this 31st day of October, 2023

*Christie M. Maday*  
 Notary Public  
 My commission expires 06/21/2024

Type or Print Name Joseph B. Spencer President  
 Officer or Director Title

Signed *[Signature]*  
 Company Utility Dynamics Corporation  
 Address 23 Commerce Drive  
Oswego, IL 60543





**Illinois Department of Transportation**

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

VILLAGE OF BENSENVILLE  
RESIDENTIAL STREET LIGHTING PROJECT

**Affidavit of Availability  
For the Letting of**

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

**Part I. Work Under Contract**

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

	1	2	3	4	Awards Pending	
Contract Number						
Contract With	Burke, LLC	Millenium Contracting	Midwestern University	Village of Mount Prospect		
Estimated Completion Date	12-15-2023	01-31-2024	12-31-2023	12-01-2023		
Total Contract Price	\$708,130.00	\$170,640.00	\$867,810.00	\$142,428.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$625,930.00		\$867,810.00	\$142,428.00		\$1,636,168.00
Uncompleted Dollar Value if Firm is the Subcontractor		\$170,640.00				\$170,640.00
<b>Total Value of All Work</b>						<b>\$1,806,808.00</b>

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

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

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical	\$625,930.00	\$170,640.00	\$867,810.00	\$142,428.00		\$1,806,808.00
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
<b>Totals</b>	<b>\$625,930.00</b>	<b>\$170,640.00</b>	<b>\$867,810.00</b>	<b>\$142,428.00</b>		<b>\$1,806,808.00</b>

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



VILLAGE OF BENSENVILLE

Part III. Work Subcontracted to Others. 2022 RESIDENTIAL STREET LIGHTING PROJECT

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

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

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

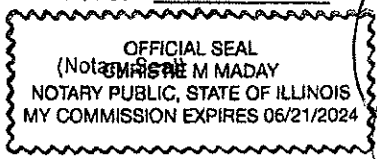
Subscribed and sworn to before me  
 this 31st day of October, 2023

Type or Print Name Joseph B. Spencer President  
Officer or Director Title

*Cristie M. Maday*  
 Notary Public

Signed *[Signature]*  
 Company Utility Dynamics Corporation  
 Address 23 Commerce Drive  
Oswego, IL 60543

My commission expires 06/21/2024





**Illinois Department  
of Transportation**

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

VILLAGE OF BENSENVILLE  
1992 RESIDENTIAL STREET LIGHTING PROJECT

**Affidavit of Availability  
For the Letting of \_\_\_\_\_**

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

**Part I. Work Under Contract**

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

	1	2	3	4	Awards Pending	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$625,930.00	\$0.00	\$1,032,993.00	\$142,428.00		\$1,801,351.00
Uncompleted Dollar Value if Firm is the Subcontractor	\$1,028,855.00	\$648,812.00	\$0.00	\$459,150.00		\$2,136,817.00
Total Value of All Work						\$3,938,168.00

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

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

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical	\$1,654,785.00	\$635,838.00	\$1,032,993.00	\$601,578.00		\$3,925,194.00
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals	\$1,654,785.00	\$635,838.00	\$1,032,993.00	\$601,578.00		\$3,925,194.00

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

VILLAGE OF BENSENVILLE

Part III. Work Subcontracted to Others. 2022 RESIDENTIAL STREET LIGHTING PROJECT

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

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	\$0.00	\$12,974.00	\$0.00	\$0.00	\$0.00

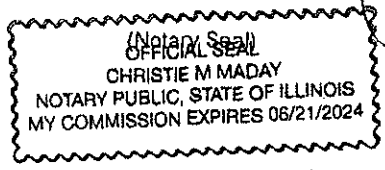
I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion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

Subscribed and sworn to before me  
 this 31st day of October, 2023

Type or Print Name Joseph B. Spencer President  
 Officer or Director \_\_\_\_\_ Title

Christie M. Maday  
 Notary Public  
 My commission expires 06/21/2024

Signed \_\_\_\_\_  
 Company Utility Dynamics Corporation  
 Address 23 Commerce Drive  
Oswego, IL 60543





**Illinois Department  
of Transportation**

## Certificate of Eligibility

Utility Dynamics Corporation  
23 Commerce Drive Oswego, IL 60543

Contractor No 6187

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$139,459,000.00

014 ELECTRICAL \$20,550,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 8/16/2023 TO 4/30/2024 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 8/16/2023.

  
Engineer of Construction

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

(If an Individual) Signature of Bidder \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

(If a co-partnership) Firm Name \_\_\_\_\_

(Seal) Signed By \_\_\_\_\_  
Business Address \_\_\_\_\_

(Insert Names and Addresses of all Partners of the Firm)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a Corporation) Corporate Name Utility Dynamics Corporation

Signed By [Signature]  
President

Business Address 23 Commerce Drive, Oswego, IL 60543

(Corporate Seal)

(Insert Names of Officers) President Joseph B. Spencer

Secretary Christie Maday

Treasurer June Goggin

Attest: [Signature: Christie Maday]  
Secretary

(Note: Bidders should not add any conditions or qualifying statements to this bid, since under these circumstances, the bid may be declared irregular as being not responsive to the advertisement for bids).



VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

Surety

Western Surety Company  
(Name of Surety)

By: James I. Moore  
(Signature of Attorney-in-Fact)  
James I. Moore, Attorney-in-Fact

STATE OF ILLINOIS,

COUNTY OF DuPage

I, Jennifer J. McComb, a Notary Public in and for said county, do hereby certify that \_\_\_\_\_

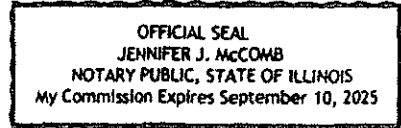
Joseph B. Spencer & James I. Moore  
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31st day of October A.D. 2023.

My commission expires September 10, 2025

Jennifer J. McComb  
Notary Public



NOTICE

1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually**

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021



WESTERN SURETY COMPANY

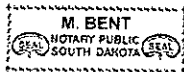
*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 20th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say that he resides in the City of Sioux Falls, State of South Dakota, that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument, that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, I. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31st day of October, 2023



WESTERN SURETY COMPANY

*I. Nelson*


I. Nelson, Assistant Secretary

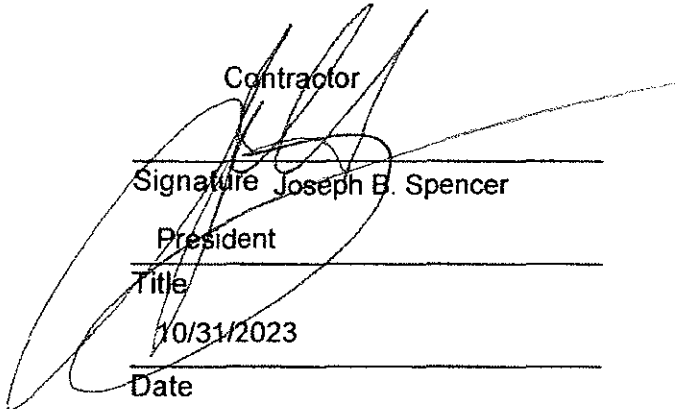


VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

**HOLD HARMLESS AGREEMENT**

The Contractor agrees to indemnify and defend the Village of Bensenville, its officers, agents and employees and each of them, against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise (or which may be alleged to have arisen) out of or in connection with the work covered by this Agreement. The foregoing indemnity (together with Contractor's obligation to defend) shall apply unless it shall be found by a court of competent jurisdiction that such injury, death or damage shall have been caused solely by the negligence of the Village of Bensenville, its officers and employees, or any of them. The Village of Bensenville shall be entitled to withhold from any payment otherwise due pursuant to this Agreement such amount or amounts as may be reasonably necessary to protect it against liability from any personal injury, death or property damage resulting from the performance of the work hereunder.

Village of Bensenville  
  
\_\_\_\_\_  
Signature  
Village manager  
\_\_\_\_\_  
Title  
11/14/23  
\_\_\_\_\_  
Date

Contractor  
  
\_\_\_\_\_  
Signature Joseph B. Spencer  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Title  
10/31/2023  
\_\_\_\_\_  
Date

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION**

Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act", the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance program; and
- (4) the penalties that may be imposed upon employees for drug violations.

(c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

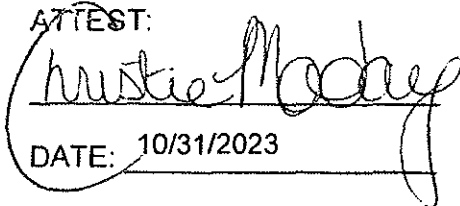
(d) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

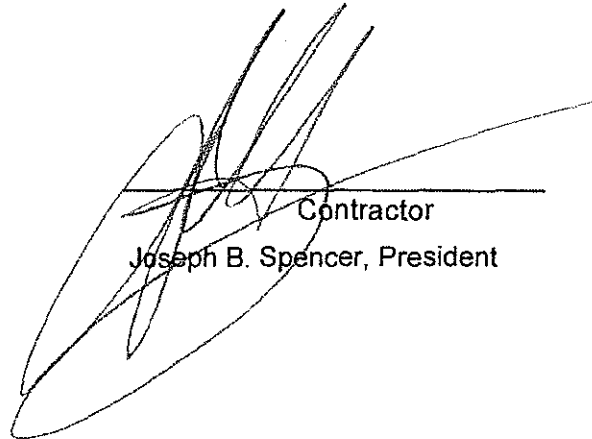
VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

**CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION**  
**(continued)**

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

ATTEST:  
  
DATE: 10/31/2023

  
Contractor  
Joseph B. Spencer, President

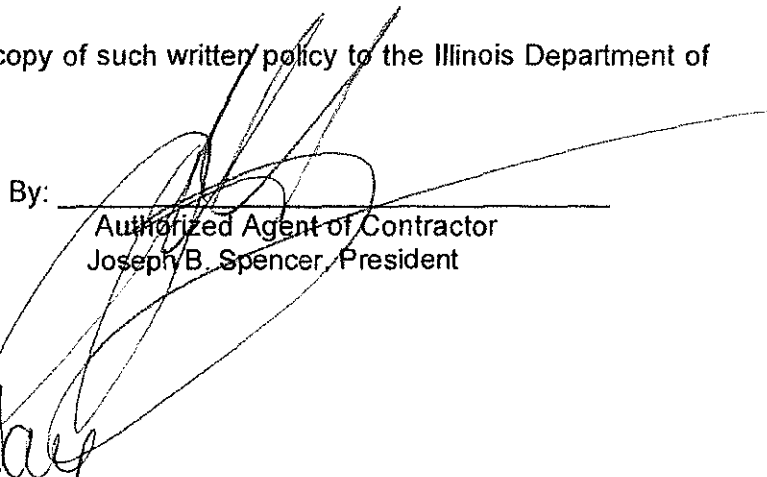
VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

**SEXUAL HARASSMENT CERTIFICATE**

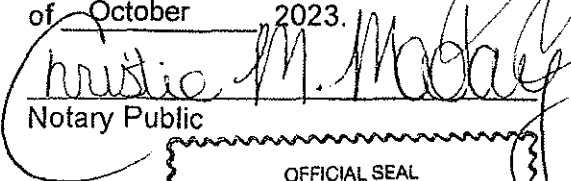
Utility Dynamics Corporation hereinafter referred to as "Contractor"  
having submitted a bid/proposal for **2022 RESIDENTIAL STREET LIGHTING PROJECT** to the Village of Bensenville, DuPage County, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the following information:

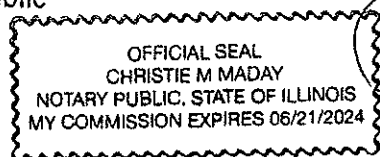
1. An acknowledgment of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By:   
Authorized Agent of Contractor  
Joseph B. Spencer, President

Subscribed and sworn to  
before me this 31st day  
of October 2023.

  
Notary Public



VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

**BID CERTIFICATION FORM**

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH SECTION 33E-11 OF  
ILLINOIS CRIMINAL CODE OF 1961

I/we hereby certify that Utility  
Dynamics  
Corporation is not barred from (Name of Bidder) bidding  
on this contract as the result of a violation of either Section 33E-3 or 33E-4 of this Article  
of the Illinois Criminal Code of 1961.

Signed:   
Joseph B. Spencer  
Title: President

Date: 10/31/2023

INTERFERENCE WITH PUBLIC CONTRACTING -- BID RIGGING AND ROTATING --  
KICKBACKS -- BRIBERY

PUBLIC ACT 85-1295  
S.B. 2002

AN ACT to add Article 33E to the "Criminal Code of 1961", approved July 28,  
1961, as amended.

Be it enacted by the People of the State of Illinois, represented in the General  
Assembly:

Section 1: Article 33E is added to the "Criminal Code of 1961", approved July 28, 1961,  
as amended, the added Article to read as follows:

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

ARTICLE 33E. PUBLIC CONTRACTS

Sec. 33E-3 Bid Rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense shall be barred for 5 years from the date of conviction from bidding on any contract offered for bid by any unit of State or local government.

Sec. 33E-4. Bid rotating. A person commits the offense of bid rotating when pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense shall be permanently barred from bidding on public contracts in the State of Illinois.

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

**CONTRACT**

1. THIS AGREEMENT, made and concluded this 14th day of November, 2023 between the Village of Bensenville acting by and through its Mayor and City Council, known as the party of the first part, and Utility Dynamics Corporation his/their executors, administrators, successors or assigns, known as the party of the second part.
2. WITNESSETH: that for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the engineer under it.
3. And it is also understood and agreed that the notice to bidders, instructions to bidders, specifications, special provisions, proposal and contract bond hereto attached and the plans for the **2022 RESIDENTIAL STREET LIGHTING PROJECT**, prepared by the Village of Bensenville, are all essential documents of this contract and are a part hereof.
4. And it is also understood and agreed that employers shall not discriminate against employees or applicants for employment on basis of race, color, religion, sex or national origin.

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

Village of Bensenville

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

\_\_\_\_\_  
President  
Party of the First Part

ATTEST:

Nancy Quinn  
Municipal Clerk

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

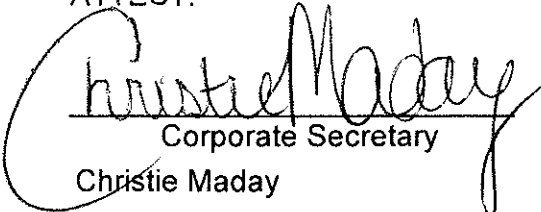
(If Corporation)

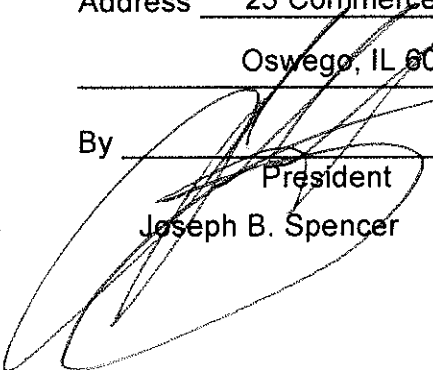
Corporate Name Utility Dynamics Corporation

(Corporate Seal)

Address 23 Commerce Drive  
Oswego, IL 60543

ATTEST:

  
Christie Maday  
Corporate Secretary  
Christie Maday

By  (Seal)  
President  
Joseph B. Spencer

(If an Individual)

Business Name \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_ (Seal)  
Bidder

(If a Co-partnership)

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_ (Seal)



VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

Bond No. 30200768

**CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENT, that we Utility Dynamics Corporation

23 Commerce Drive, Oswego, IL 60543

as Principal, and Western Surety Company, 801 Warrenville Road, Lisle, IL 60532

a corporation organized and existing under the laws of the State of Illinois, as Surety, are held and firmly bound unto the Village of Bensenville, State of Illinois, in the penal sum of Five Hundred Nine Thousand Seven Hundred Sixty One & 00/100 dollars (\$509,761.00), lawful money of the United States, well and truly to be paid unto said Village of Bensenville for the payment of which we bind ourselves, our heirs, executors, administrators, successor, and assigns, jointly, severally, and firmly by these present.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with the Village of Bensenville acting through the Mayor and City Council of said Village of Bensenville for the construction of the work designated as **2022 RESIDENTIAL STREET LIGHTING PROJECT** in the Village of Bensenville which contract is hereby referred to and made a part hereof, as if written herein at length, in and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, material, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, sub-contractor, or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted and shall hold the Village of Bensenville and the said Mayor and City Council harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements, of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this  
8th day of November A.D. 2023.

Utility Dynamics Corporation  
Corporate Name \_\_\_\_\_

By: Joseph B. Spencer, President

ATTEST: Christie Maddy  
Secretary

Surety: Western Surety Company  
(Seal)

By: James I. Moore  
Attorney in Fact (Seal)

By: James I. Moore, Attorney-in-Fact  
Attorney in Fact (Seal)

Countersigned  
By: N/A  
Agent for Surety

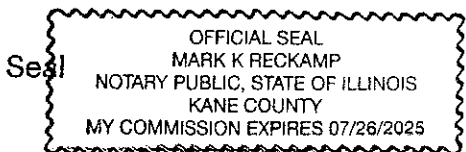
\_\_\_\_\_  
Address of Surety

VILLAGE OF BENSENVILLE  
2022 RESIDENTIAL STREET LIGHTING PROJECT

State of Illinois )  
County of Kendall ) SS

I, Mark Reckamp a Notary Public in and for said county, in the State aforesaid, do hereby certify that Joseph B. Spencer, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Principal therein, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this 9th day of November, A.D. 2023.

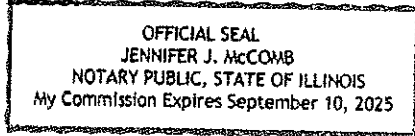


State of Illinois )  
County of DuPage ) SS

Mark Reckamp Notary Public  
Gilberts, IL Address

I, Jennifer J. McComb a Notary Public in and for said County, in the State aforesaid, do hereby certify that James L. Moore, who is personally known to me to be the person who signed the above and foregoing instrument as the Attorney in Fact for Western Surety Company, thereto, as his Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under the authority given him by said Principal.

Given under my hand and Notarial Seal, this 8th day of November, A.D. 2023.



Jennifer J. McComb Notary Public  
1411 Opus Place, Suite 400  
Downers Grove, IL 60515 Address

Approved this 8th day of November, A.D. 2023.

ATTEST:

President and Board of Trustees

Nancy Quinn  
Municipal Clerk  
Municipal Seal

[Signature]  
President

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James I Moore, Stephen T Kazmer, Dawn L Morgan, Melissa Schmidt, Amy Wickett, Kelly A Gardner, Jennifer J Mc Comb, Tariese M Pisciotto, Diane M Rubright, Martin Moss, Individually**

of Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of June, 2021.



WESTERN SURETY COMPANY

Handwritten signature of Paul T. Bruflat in black ink.

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha }

ss

On this 20th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



Handwritten signature of M. Bent in black ink.

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation 8th day of November, 2023



WESTERN SURETY COMPANY

Handwritten signature of L. Nelson in black ink.

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/7/2023

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

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

<b>PRODUCER</b> HUB International Midwest Limited 1411 Opus Place Suite 450 Downers Grove IL 60515	<b>CONTACT NAME:</b> CSUConstruction <b>PHONE (A/C No. Ext):</b> 630-468-5600 <b>E-MAIL ADDRESS:</b> CSUConstruction@hubinternational.com	<b>FAX (A/C No.):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Utility Dynamics Corporation 23 Commerce Drive Oswego IL 60543	<b>INSURER A:</b> Liberty Mutual	<b>NAIC #</b> 23043
	<b>INSURER B:</b> Columbia Casualty Company	<b>NAIC #</b> 31127
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

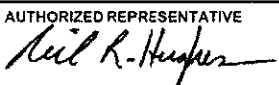
**COVERAGES**      **CERTIFICATE NUMBER:** 694059901      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		TB2-Z91-473583-013	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-Z91-473583-023	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR    Y <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			TH7-Z91-473583-063	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2-Z91-473583-033	11/1/2023	11/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B B	L/R Equip & Floater Cov. Professional/Pollution Liability			YM2-Z91-473583-053 6072428988 6072429008	11/1/2023 11/1/2023 11/1/2023	11/1/2024 11/1/2024 11/1/2024	Limit: \$375,000 / \$500K Limit (Occ/Agg): \$2,000,000 Deductible: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: JOB #/DESCRIPTION #3174 - 2022 Residential Street Lighting

Village of Bensenville and DuPage County its members, officials, employees, agents and volunteers are included as additional insureds under general liability and umbrella liability on a primary and non-contributory basis if required by written contract.

<b>CERTIFICATE HOLDER</b>  Village of Bensenville 12 South Center Street Bensenville, IL 60106	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

All persons or organizations with whom you have entered into a written contract or agreement, prior to an occurrence or offense, to provide additional insured status, where the written contract or agreement obligates you to procure additional insured coverage for the additional insured's sole negligence or utilize the 10/01 version of the ISO additional insured endorsement. Additional insured status will apply only to the extent allowable by the applicable law regarding the indemnification of the additional insured for liability arising out of the additional insured's sole negligence.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

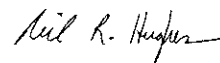
**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Countersigned by



Authorized Representative

Issued

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

All persons or organizations with whom you have entered into a written contract or agreement, prior to an occurrence or offense, to provide additional insured status, where the written contract or agreement obligates you to procure additional insured coverage for the additional insured's sole negligence or utilize the 10/01 version of the ISO additional insured endorsement. Additional insured status will apply only to the extent allowable by the applicable law regarding the indemnification of the additional insured for liability arising out of the additional insured's sole negligence.

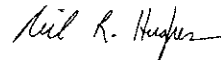
**Location And Description of Completed Operations:**

**Additional Premium:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Countersigned by



Authorized Representative

Issued



**TYPE:**

Resolution

**SUBMITTED BY:**

Christopher M Dusza

**DEPARTMENT:**

Public Works

**DATE:**

July 16, 2024

**DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with Alba Painting Inc. for the Painting of the Ceiling and Structural Steel at the Aquatic Center in the Not-to-Exceed Amount of \$50,950

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

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

**COMMITTEE ACTION:**

N/A

**DATE:**

N/A

**BACKGROUND:**

The Village maintains the Water's Edge Aquatic Center located at 545 John Street. Due to the high chlorine content and humidity of the air year-round, the steel structures above and surrounding the pools have deteriorated. The existing paint is original to the Aquatic Center that was constructed in 2003. Keeping the beams and ceiling painted protects the structural steel from deterioration and delamination.

**KEY ISSUES:**

The current condition of the steel beams and ceiling of the entire pool area is in such a poor state that large areas of paint and rust are falling from the ceiling and beams into the pools and on to the pool deck.

Staff sought proposals from three qualified vendors. Alba Painting Inc. submitted the lowest proposal in the amount of \$50,950.

<b>Prep and Paint Pool Ceiling &amp; Surrounding Areas</b>	
<b>Vendor</b>	<b>Amount</b>
Alba Painting Inc.	\$50,950
Painters USA	\$53,220
Allied Painting Contractors	\$172,360

Staff recommends approval of a contract with Alba Painting Inc.

**ALTERNATIVES:**

Discretion of the Village Board.

**RECOMMENDATION:**

Staff recommends the approval of a Resolution Authorizing the Execution of a Contract with Alba Painting Inc.

for the Painting of the Ceiling and Structural Steel at the Aquatic Center in the Not-to-Exceed Amount of \$50,950

**BUDGET IMPACT:**

Funds we set aside in the Capital Recreation Fund for Aquatic Center Reconstruction (\$4,500,000). These funds can be used for improvements to the Aquatic Center and should be assigned to Account Number 31080800 591000 23607.

**ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of a Contract with Alba Painting Inc. for the Painting of the Ceiling and Structural Steel at the Aquatic Center in the Not-to-Exceed Amount of \$50,950

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
RES - ALBA PAINTING INC	7/10/2024	Resolution Letter
PROPOSAL - ALBA PAINTING INC	7/10/2024	Backup Material
SUPPORTING DOC - CURRENT STATE OF PAINT PHOTOS	7/10/2024	Backup Material

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH ALBA PAINTING INC. FOR THE PAINTING OF THE CEILING AND STRUCTURAL STEEL AT THE AQUATIC CENTER IN THE NOT-TO-EXCEED AMOUNT OF \$50,950**

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 constructed the Water’s Edge Aquatic Center, 545 John Street, in 2003 and is responsible for maintaining the facility, and

WHEREAS the VILLAGE has not painted the pool ceiling and interior structural beams above and surrounding the entire pool area since construction, and

WHEREAS the VILLAGE the steel beams and ceiling are currently in a poor state causing paint and rust to fall from ceiling and beams into the pools and onto the pool deck, and

WHEREAS staff sought proposals from three qualified vendors to scrape, prime and paint the ceiling and surrounding areas of the entire pool, and

WHEREAS Alba Painting Inc submitted the lowest proposal at \$50,950.

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 the Execution of a Contract with Alba Painting Inc. for the Painting of the Ceiling and Structural Steel at the Aquatic Center in the Not-to-Exceed Amount of \$50,950

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 July 16, 2024.

APPROVED:

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

ATTEST:

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

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

NAYS: \_\_\_\_\_

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

# ALBA PAINTING INC.

1533 PINE TREE CT LISLE IL 60532

Phone (630) 745 - 7494

*Proposal Submitted To:*

*Work To Be Performed At:*

Name	Water Edge Pool	Address	545 John St
Address	545 John St	City, State	Bensenville IL 60106
City, State	Bensenville IL 60106	8/1/24-9/1/24	TBD
Contact	Christopher Dusza (630) 816-0176	Proposal#	24134

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

**Interior Painting Project:**

**This Project includes:**

**Pool Metal Beam Prime and Paint:**

- 1. Wire brushing the rusty area & clean to be dust free and prime with Kem Bond**
- 2. Prime with Sherwin Williams Kem Bond all rusted spots**
- 3. Follow the primer with 2 coats of Pro Industrial Waterbased Catalyzed Epoxy.**

**This job include: Lift, Scaffolding, Paint and Supplies to complete this project**

**Labor & Material Total Cost: \$50,950.00**

(page of )

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of

with payments to be made as follows ... **\$25,000.00 down payment and 25,950.00 when the job is completed.**

Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

**BILL 630 745-7494**

Date of submittal

**7/7/2024**

Note - This proposal may be withdrawn by us if not accepted within 60 days.

## ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payments will be made as outlined above.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Current State of Ceiling, Beams and Surrounding Areas at the Water's Edge Aquatic Center

