

## 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

### Interim Village Manager

Daniel Schulze



BENSENVILLE  
GATEWAY TO OPPORTUNITY

## Village of Bensenville, Illinois VILLAGE BOARD BOARD OF TRUSTEES MEETING AGENDA 6:30 PM May 20, 2025

- 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. *April 29, 2025 Village Board Meeting Minutes*
- VI. WARRANT
  1. *Warrant - May 20, 2025 25/5 \$1,869,157.60*
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
  1. *Ordinance Amending Title 3, Chapter 3, Section 13 - Liquor License Closing Hours of the Bensenville Village Code*
  2. *Ordinance Granting Special Use Permit (Outdoor Storage Area) at 1069 Bryn Mawr*
  3. *Ordinance Granting Variation, Sign at 3N784 Church / 1008 S Church*
  4. *Resolution Authorizing the Execution of a Contract with GHC Mechanical, LLC for the Purchase and Installation of an HVAC Unit at John Street Ice Rink in the Not-to-Exceed Amount of \$81,769*
  5. *Resolution Authorizing the Execution of a Construction Contract to Earthwerks Land Improvement and Development Corporation of Lisle, IL for Browngate Subdivision Detention Basin Project in the not-to-exceed amount of \$357,616.50.*
  6. *Resolution Authorizing the Execution of a Construction Engineering Services Agreement to Thomas Engineering Group, LLC for Browngate Subdivision Detention Basin Project in the not-to-exceed amount of \$45,344*
  7. *Resolution Authorizing Execution of Amendment No. 2 to the Design Engineering Services Agreement with Baxter & Woodman, Inc. for the South Industrial Business District Improvements Project for an Increase of \$43,100, Resulting in a Revised Not-to-*

*Exceed Amount of \$298,950*

8. *Resolution Authorizing the Execution of a Final Balancing Change Order #1 with Chicagoland Paving Contractors, Inc. for the Village Hall Parking Lot Reconstruction Project for a decrease of \$48,596.43 for a revised final contract amount of \$735,819.21.*
9. *Resolution Authorizing the Execution of an Ice License and Facility Use Agreement with the Fenwick High School Hockey Club*

**VIII. REPORTS OF VILLAGE DEPARTMENTS**

- A. Administration – No Report
- B. Community and Economic Development – No Report
- C. Finance – No Report
- D. Police Department
  1. *Resolution to Extend the Intergovernmental Agreement with the Village of Addison for Police Dispatch Services until April 30, 2028*
- E. Public Works
  1. *Proclamation Designating the Week of May 18-24, 2025, National Public Works Week in the Village of Bensenville, Illinois*
- 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:**May 20, 2025**DESCRIPTION:**April 29, 2025 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\_250429\_VB

**Upload Date**

5/12/2025

**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**  
**April 29, 2025**

**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, Panicola, Perez

Absent: Lomax

A quorum was present.

Staff Present: D. Schulze, J. Caracci, S. Flynn, R. Herff, M. Ribando, C. Williamsen

**PUBLIC COMMENT:** **Yousuf Ahmnod - Unknown**

Mr. Ahmnod addressed the Village Board regarding religious misconception.

**Christopher McCullough – 829 Brentwood Dr., Bensenville, IL**

Mr. McCullough addressed the Village Board regarding Agenda Item VIII. A. 2

**APPROVAL OF MINUTES:**

4. The March 25, 2025 Village Board Meeting minutes were presented.

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

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

NAYS: None

All were in favor. Motion carried.



**WARRANT NO.**

**25/04:**

5. President DeSimone presented **Warrant No. 25/04** in the amount of \$3,366,576.39.

Motion:

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

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Ordinance No.**

**16-2025:**

6. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 16-2025** entitled an **Ordinance of the Village Of Bensenville, DuPage And Cook Counties, Illinois amending section 8-7-7 of chapter seven of title eight of the Bensenville Village code with regard to water and sewer rates.**

Interim Village Manager, Daniel Schulze stated the DuPage Water Commission's tentative budget has an increase of 3.94% for its water rates.

Mr. Schulze stated Staff is recommending that Village's rates are increased by 3.94%, which is strictly a pass through increase.

Motion:

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

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.**

**R-39-2025:**

7. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-39-2025** entitled a **Resolution Authorizing the Village Manager to Enter into an Agreement for Unpaid Red Light Ticket Collection Services with Municipal Collection Services LLC (MCS).**

Mr. Schulze stated the law firm of Linebarger Goggan Blair & Sampson, LLP currently serves as the Village's collection agency for all unpaid red light violations.

Mr. Schulze stated prior to 2016, the Village engaged Municipal Services, Inc. (MSI) and Municipal Collection Services, Inc. (MCS) for database management, adjudication processing of administrative actions and fines, and collection services for delinquent administrative and red light fines, as well as other outstanding accounts.

Mr. Schulze stated recently, Linebarger Goggan Blair & Sampson, LLP issued a formal notice of termination regarding its collection services for unpaid red light tickets within the Village.

Mr. Schulze stated the Illinois Secretary of State mandates that any collection agency receiving collection files from Red Speed must be registered with and vetted by the Secretary of State. Mr. Schulze stated this mandate extends to all subcontractors engaged by the collection agency, including skip tracers and any printing firms involved in the process.

Mr. Schulze stated as per the performance standards established by the Illinois Secretary of State, only two collection agencies in Illinois are authorized to collect unpaid red light ticket fines. Mr. Schulze stated the two authorized collection agencies that are in compliance with these regulations are Linebarger Goggan Blair & Sampson, LLP and MCS.

Mr. Schulze stated given that Linebarger Goggan Blair & Sampson, LLP has provided the Village with a notice of termination for its collection services, the Village now has a sole option for the collection of unpaid red light tickets which is MCS.

Motion:

Trustee Perez made a motion to approve the resolution as presented. Trustee Frey seconded the motion.

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.  
R-40-2025:**

8. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-40-2025** entitled a **Resolution Authorizing the Execution of an Amendment to The Village's Application Service Provider Agreement with Tyler Technologies, to Extend the Munis Software System Through April 30, 2026 in an Amount Not To Exceed \$142,000.**

Mr. Schulze stated Tyler Technologies, Inc. is the parent company of Munis, which currently serves as the Village's Enterprise Resource Planning (ERP) software provider. Mr. Schulze stated Munis is used by the Village as the primary platform for managing a wide range of essential functions, including Accounting, Accounts Payable, Fixed Assets, Work Orders, Fleet and Facilities Management, Utility Billing, Accounts Receivable, Business Licenses, Permits, Code Enforcement, Vehicle Stickers, and the Citizens Self Service (Online Payments).

Mr. Schulze stated the proposed agreement with Tyler Technologies is set to expire on April 30, 2025. In 2025, the Village enhanced its use of Munis by incorporating Cash Management for streamlined bank reconciliations and by adding a PACE coach. Mr. Schulze stated the PACE coach will ensure the Village is optimizing the full range of Tyler's software capabilities.

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.  
R-41-2025:**

9. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-41-2025** entitled a **Resolution Approving a Service Agreement with Constellation Energy Services, Inc. for the Village of Bensenville Commonwealth Edison Accounts.**

Mr. Schulze stated as a part of the Village wide Electricity Supply Agreement and fixed pricing through Constellation Energy Services, Inc. it was determined the the Village could obtain a better rate by buying electricity at a negotiated rate from Constellation Energy Services, Inc.

Mr. Schulze stated by negotiating and buying electricity from Constellation Energy Services, Inc. the village is able to obtain it at a lower cost.

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.  
R-42-2025:**

10. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-42-2025** entitled a **Resolution Granting the Advice and Consent to the President's Re-Appointment of P. Joseph Montana as the Village Ethics Officer.**

Mr. Schulze stated Bensenville Village Code Title 1, Chapter 18 allows for the appointment of a Village Ethics Officer made by the Village President with the Consent of the Village Board.

Mr. Schulze stated P. Joseph Montana is the current Village Ethics Officer and his term is set to expire on April 30, 2025. Mr. Schulze stated the Village President is recommending the re-appointment of Mr. Montana to serve as the Village Ethics Officer with a term of May 1, 2025- April 30, 2029.

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.  
R-43-2025:**

11. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-43-2025** entitled a **Resolution Granting the Advice and Consent of the Village Board of Trustees to the Village President's Re-Appointment of Joseph Caracci to the Office of Village Engineer.**

Mr. Schulze stated Village of Bensenville Village Code Title 1, Chapter 15 sets the requirements for a Village Engineer. The Village Engineer position is appointed by the Village President with the Consent of the Village Board.

Mr. Schulze stated Joseph Caracci, Director of Public Works is currently serving a term as Village Engineering. Mr. Caracci's term is set to expire on April 30, 2025.

Mr. Schulze stated the Village President has recommended the re-appointment of Mr. Caracci as Village Engineer with a term commencing on May 1, 2025 and expiring April 30, 2029.

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.  
R-44-2025:**

12. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-44-2025** entitled a **Resolution Granting the Advice and Consent of the Village Board of Trustees to the Village President's Re-Appointment of Lisa Banovetz as Village Treasurer.**

Mr. Schulze stated Village of Bensenville Village Code Title 1, Chapter 11 sets the requirements for the appointment of Village Treasurer. The position is appointed by the Village President with the Consent of the Village Board.

Mr. Schulze stated Mrs. Banovetz currently serves as the Village Treasurer and her term is set to expire April 30, 2025

Mr. Schulze stated the Village President has recommended the re-appointment of Lisa Banovetz as a Village Treasurer with a term commencing on May 1, 2025 and expiring April 30, 2029.

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.  
R-45-2025:**

13. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-45-2025** entitled a **Resolution Granting the Advise and Consent to the Village President's Re-Appointment of Jim Brill to the Police Pension Board.**

Mr. Schulze stated the Village Code permits the Village President to make appointments to various Commissions/Boards for the Village with the consent of the Village Board.

Mr. Schulze stated Mr. Brill currently serves as a Trustee on the Police Pension Board with a term set to expire April 30, 2025.

Mr. Schulze stated the Village President has recommended the re-appointment of Mr. Brill to serve a full term commencing on May 1, 2025 and expiring April 30, 2027.

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.  
R-46-2025:**

14. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-46-2025** entitled a **Resolution Granting the Advice and Consent of the Village Board of Trustees to the Village President's Re-Appointment of Milton Mercado to the Board of Police Commission.**

Mr. Schulze stated Village of Bensenville Village Code Title 2, Chapter 4 sets the requirements for the Board of Police Commission. Members are appointed by the Village President with the Consent of the Village Board.

Mr. Schulze stated Mr. Mercado currently serves as a Commissioner on the Board of Police Commission with a term set to expire April 30, 2025.

Mr. Schulze stated the Village President now recommends Mr. Milton Mercado be re-appointed and serve on the Board of Police Commission with a term commencing on May 1, 2025 and expiring April 30, 2028.

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

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.  
17-2025:**

15. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 17-2025** entitled an **Ordinance Granting Variations to Construct a New Warehouse Development at 1100 Tower Lane.**

Deputy Director of Community and Economic Development, Ron Herff stated the Petitioner, Morgan Harbour Construction, is seeking approval of variances to construct a speculative warehouse at 1100 Tower Lane.

Mr. Herff stated the proposed 66,196 square foot building encroaches into multiple setbacks and has over 175% of the required parking spaces. Variances are required for this.

Mr. Herff stated finally, they are unable to meet the parking lot hardscape tree canopy coverage requirements.

Mr. Herff stated there is currently no office space proposed in the building but they anticipate up to 15% of total GFA being available for this purpose.

Mr. Herff stated the proposed building encroaches into multiple setbacks.

Mr. Herff stated a similar building was approved in 2023.

Mr. Herff stated CDC had concerns over the amount of trees on the property.

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

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.  
18-2025:**

16. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 18-2025** entitled an **Ordinance Granting Variations to Construct a New Warehouse Development at 1100 Tower Lane.**

Mr. Herff stated the Petitioner, Gem Car Wash LLC, is seeking an Amendment to the Planned Unit Development established in O#35-2020 and amended in O#33-2021 and O#5-2022.

Mr. Herff stated they are seeking to establish Motor Vehicle Repair and/or Service as an accessory use to the existing car wash.

Mr. Herff stated this is considered a major amendment that requires re-approval of the Planned Unit Development.

Mr. Herff stated the motor vehicle repair would be located in the bays at the rear of the property.

Mr. Herff stated the owner has stated that it would only be minor work- brakes, oil changes, etc. with no major engine work being done on site.

Mr. Herff stated the owner has said that there is already a triple catch basin on the premises.

Mr. Herff stated the property is located in a C-2 Commercial District, where motor vehicle repair and/or service uses are allowed with a SUP.

Mr. Herff stated the bays for maintenance are already on the property.

Mr. Herff stated there is enough parking on site to accommodate this use.



Mr. Herff stated there is already a triple catch basin on the premises.

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

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.  
19-2025:**

17. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 19-2025** entitled an **Ordinance Approving a Preliminary and Final Plat of Consolidation at 600-700 Devon.**

Mr. Herff stated the Petitioner, Devon and Ellis LLC, is seeking approval of a final plat of subdivision (Consolidation) for the consolidation of three adjacent parcels with a combined area of 180,566.22 square feet.

Mr. Herff stated the petitioner was approved for a new industrial development project in 2023 at the property, and a condition of approval of the development required that the petitioner complete a plat of consolidation for the parcels.

Mr. Herff stated this is required as a condition of approval of a previous ordinance.

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.  
R-47-2025:**

18. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-47-2025** entitled a **Resolution Declaring 340 N Meyer as Surplus Property.**

Mr. Herff stated the Village has gained interest from interest parties to purchase and develop the Village owned land.

Mr. Herff stated the Village has obtained an appraisal.

Mr. Herff stated in order to obtain bids for the purchase of the Village owned land, the Village Board must declare to property surplus.

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.  
R-48-2025:**

19. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-48-2025** entitled a **Resolution Approving a Façade Improvement Grant Application at 1045 S York Road.**

Mr. Herff stated the Petitioner, ANAYA LLC (Armanetti Liquors), is applying for a Façade Improvement Grant to renovate the existing façade of the property at 1045 S York.

Mr. Herff stated the applicant has provided a project proposal that details the removal of existing security shutters from the exterior front façade and replacing them on the inside.

Mr. Herff stated currently, security shutters on the outside of a building are not allowed in the Village of Bensenville.

Mr. Herff stated the grant request is for 50% of the eligible façade elements, not to exceed the total amount of \$10,000.

Mr. Herff stated the cost estimates for the improvements do not exceed the threshold of \$20,000, the maximum amount required to receive \$10,000 (50%) of the project costs.

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

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

NAYS: None

All were in favor. Motion carried.

**Proclamation:** 20. Deputy Village Clerk, Corey Williamsen read a proclamation into the records **Declaring May 7, 2025 Arbor Day in the Village of Bensenville.**

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

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.  
20-2025:**

21. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 20-2025** entitled an **Ordinance Designating Certain Property as Surplus and Authorizing the Disposition of the Same.**

Director of Public Works, Joe Caracci stated the Village routinely declares equipment, material, and assets surplus if there is no longer a need for them.

Mr. Caracci stated in an effort to clear out items that are no longer useful to the Village business and operations, all departments were asked to determine if any equipment should be declared surplus.

Mr. Caracci stated all equipment will be disposed of in the most economic and responsible manner.

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

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

NAYS: None

All were in favor. Motion carried.

**Ordinance No.  
21-2025:**

22. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 21-2025** entitled an **Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Establishing the South Industrial Special Service Area in the Village of Bensenville, Illinois.**

Mr. Caracci stated Entry Drive, William Street, Judson Street, James Street, and Bernice Drive (to Ferrari Drive) are roadways under the jurisdictional control of the Village. Mr. Caracci stated village staff have determined that these roads require immediate and significant repairs and resurfacing due to extensive damage from the large commercial vehicles that routinely use said streets while traveling to and from the South Industrial Business District.

Mr. Caracci stated the Village has put together a project scope that will include full reconstruction of the roadways, installation of new concrete curbs and gutters, installation of new concrete driveway aprons, installation of new and repaired concrete sidewalks, replacement of pavement subbase, installation of new reinforced concrete pavement, improvements to storm sewers, replacement of existing watermain and services, lining of the sanitary sewer mains, and replacement of street lighting for the purpose of benefiting the residents, property owners, visitors, and other members of the public who utilize the roads.

Mr. Caracci stated the Village has secured grant funding through the Illinois Department of Commerce and Economic Development (DCEO) in the amount of \$3 million. Mr. Caracci stated funding for the remainder of the project is proposed to come from both the Village's Capital Investment Program (CIP) and a Special Service Area established within the project area. Mr. Caracci stated the proposed Special Service Area containing only the 53 parcels within the Subject Territory is compact, contiguous, and intended to service the Subject Territory.

Mr. Caracci stated on December 17, 2024, the Corporate Authorities adopted Ordinance No. 71-2024 proposing the establishment of the South Industrial Special Service Area (SSA). Mr. Caracci stated subsequent Public Hearings have been held to inform the property owners of the process and impacts of the SSA. Mr. Caracci stated no objections were filed with the Village Clerk within sixty (60) days following the final adjournment of the Public Hearing objecting to the creation of the SSA or the proposed tax in the Special Service Area.

Mr. Caracci stated the attached Ordinance identifies the creation of the SSA as well as the limitations upon which the Village must honor.

Mr. Caracci stated Staff have researched the timing and cost of the project and have decided to push the bidding to later this year and start the project to early 2026. Mr. Caracci stated this decision was made based on anticipated cost advantages as well as minimizing the construction impacts on the businesses and residents of the area.

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.  
R-49-2025:**

23. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-49-2025** entitled a **Resolution Authorizing the Execution of a Purchase Order with Westside Tractor Sales for the Purchase of a John Deere Excavator and Trailer in the Amount of \$199,989.19.**

Mr. Caracci stated the Village currently owns and maintains two backhoes that are used for a number of tasks within Public Works. Mr. Caracci stated these backhoes consist of Vehicles #266 (2000 John Deere 410E), and #267 (2014 John Deere 410K). Vehicle #266 has surpassed its useful life.

Mr. Caracci stated Public Works has identified the replacement of Vehicle #266 for CY2025. Staff has researched and tested three different manufacturers of excavators - John Deere, Bobcat, and Caterpillar. Mr. Caracci stated staff consensus was that the John Deere 85 P best suits the Village's needs moving forward. Mr. Caracci stated replacing our existing backhoe with an excavator will provide the Department with additional flexibility and efficiency.

Mr. Caracci stated the cost for the machine and attachments is \$200,467.19 through Sourcewell Joint Purchase Pricing. Mr. Caracci stated West Side Tractor Sales has offered the Village of Bensenville an additional loyalty discount of \$6,405.00.

Mr. Caracci stated the Village is receiving \$20,500.00 for a trade-in of our 2000 John Deere 410E Backhoe. Additionally, the Village is purchasing the accompanying trailer for \$26,427.00. This brings the total cost to \$199,989.19.

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.  
R-50-2025:**

24. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-50-2025** entitled a **Resolution Authorizing the Execution of a Three-Year Fire Hydrant Painting Contract with Go Painters Inc. in the Amount of \$121,480.00.**

Mr. Caracci stated the Village partnered with the Village of La Grange Park to seek proposals for fire hydrant sandblasting and painting. Mr. Caracci stated the Village has 1,060 fire hydrants connected to its Community Water System. Mr. Caracci stated the Village has maintenance responsibilities for these hydrants, one of which is painting them. Mr. Caracci stated fire hydrant painting prevents corrosion caused by the harsh environment, and corrosion control extends the useful life of the fire hydrant and aesthetically improves the community's look.

Mr. Caracci stated scope of work for the 2025-2027 Fire Hydrant Sandblasting and Painting Program includes:

- Markup a map showing the completed fire hydrant locations and provide it to the Village weekly.
- Prepare and protect work areas surrounding the fire hydrant.
- Sandblast the paint off the fire hydrant per the SSPC-SP6/NACE 3 Commercial Blast Cleaning requirements.
- Apply one full coat of SW MACROPOXY 646 UNIVERSAL METAL PRIMER to the fire hydrant.
- Apply a topcoat of SW Acrolon 218HS (safety color) paint to the fire hydrant (two colors per hydrant—one color for the fire hydrant barrel and another over the bonnet and streamer ports) to reflect the hydrant's fire flow, to meet the Insurance Services Office (ISO).

Mr. Caracci stated a bid notice was placed in the Daily Herald on March 3, 2025, and posted on the Village website. Mr. Caracci stated on April 9, 2025, the Village received one bid from Go Painters Inc.

Mr. Caracci stated to ensure competitive pricing, staff reviewed fire hydrant sandblasting and painting bid tabs similar in scope to other communities. Mr. Caracci stated after the review process, the staff feel the proposal is in line.

Mr. Caracci stated the lowest bidder, Go Painters Inc., is a well-qualified local area contractor who satisfactorily completed the Village's 2018 Fire Hydrant Painting Program and has a sufficient workforce to complete the three-year Fire Hydrant Painting Program in a timely manner. Mr. Caracci stated Public Work recommends that the Village accept the proposal submitted by Go Painters Inc.

Motion:

Trustee Perez made a motion to approve the resolution as presented. Trustee Frey seconded the motion.

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.**  
**R-51-2025:**

25. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-51-2025** entitled a **Resolution Authorizing the Execution of a Change Order #1 with Acqua Contractors Corporation for the Addison Creek Storm Sewer Phase II Improvements for an increase of \$189,606.62, for a revised contract amount of \$2,679,606.62.**

Mr. Caracci stated the Addison Creek Storm Sewer Phase II Improvements were substantially completed prior to the November 30, 2024 deadline. Mr. Caracci stated final inspection of landscape restoration and pavement markings will occur during April 2025 with a final punch list to be issued.

Mr. Caracci stated the original contract with Acqua Contractors Corporation was in the amount of \$2,490,000.00 was approved on June 18, 2024, with resolution R-99-2024. Mr. Caracci stated the Addison Creek Storm Sewer Phase II Improvements started where the prior Phase I improvements terminated at the alley between Bridgeway Senior Living and Pine Avenue, at the Rose Street Intersection.

Mr. Caracci stated improvement continued down the alley to Sunrise Park, south through the park and finally down Marion Street to Jefferson Street.

Mr. Caracci stated the project is now substantially complete with a revised contract value of \$2,679,606.62, which is an increase of \$189,606.62 to the original approved contract value. Mr. Caracci stated the nature of the change order included balancing of contract quantities reflecting field conditions and twelve (12) additional items required during the project.

Mr. Caracci stated the main issues that required this change order were due to adverse subsurface ground conditions. Mr. Caracci stated during the installation of the storm sewer near Jefferson and Marion, ground conditions were not good. Mr. Caracci stated as we were digging down to the depths required for the pipe, the earthen side walls continued to cave in. Mr. Caracci stated this required a much wider excavation than typically anticipated in order to safely install the pipe. Mr. Caracci stated the increase in width of the excavation also required the replacement of the adjacent sanitary sewer that was compromised. Mr. Caracci stated additionally, final roadway surface patching turned into full width roadway resurfacing.

Mr. Caracci stated staff is still working with the contractor and resident engineer on additional dewatering and work effort due to this situation. Mr. Caracci stated a final change order is still expected in the coming months.

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.**  
**R-52-2025:**

26. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-52-2025** entitled a **Resolution Authorizing a Purchase Order to Tidewell Roofing and Sheet Metal of Elk Grove Village, IL for Purchase and Installation of Roof Coating on Public Works in the Not-to-Exceed Amount of \$126,710.**



Mr. Caracci stated the Public Works Facility has a 38,000 square foot, flat galvanized roof that is original to the building. Mr. Caracci stated the existing roof is beginning to show signs of compromise due to age and has developed several leaks around the flashings and roof top units.

Mr. Caracci stated staff has done a significant amount of research and reviewed a variety of roofing systems for rehabilitation of the roof. Mr. Caracci stated based on longevity, cost, and Midwest weather conditions, we have determined that a properly prepared rubber roof coating would be most advantageous, giving us the longest reliability and be the most cost-effective solution.

Mr. Caracci stated the roof is at a point where we could still get a significant amount of life out of it if we prepare it to receive a fully rubberized roof coating. Mr. Caracci stated the Karnak 502 Elasto-Kote White 10 Year Roof System is the roofing system that staff feels is best for our application. Mr. Caracci stated once prepared and applied in accordance with the manufacture's recommendations, the manufacture will provide a ten-year warranty against any leaks or wear through concerns.

Mr. Caracci stated we have received three proposals from roofers that were provided and recommended to us by the manufacture of Karnak roofing products located in Westchester Illinois.

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.**  
**R-53-2025:**

27. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-53-2025** entitled a **Resolution Authorizing the Execution of an Engineering Services Agreement with Hey and Associates, Inc. for the Addison Creek Stabilization Phase I Project in the not-to-exceed amount of \$50,000.**

Mr. Caracci stated three tributaries to Addison Creek run through the southern part of Bensenville and all lead into the main branch of Addison Creek at Redmond.

Mr. Caracci stated from Redmond, the creek runs south, through a portion of River Forest Country Club, then through the old Legends property, continuing south of Grand Avenue. Mr. Caracci stated the length of the main branch through Bensenville (George to Grand) is approximately 2,900 feet.

Mr. Caracci stated over the years, the creek bed has been reduced due to sedimentation, reducing its effectiveness to carry storm water; the creek banks are showing evidence of deterioration; and vegetation along the banks and upper ledges of the creek is overgrown and no longer navigable at some locations. Mr. Caracci stated the Village would like to make storm water improvements to the creek and possibly transform the area to a destination feature within Bensenville.

Mr. Caracci stated Hey and Associates, Inc. (Hey) provided a Phase I planning and design study of Addison Creek at the end of 2023 and design engineering to clear the overgrown brush and invasive trees in 2024. Mr. Caracci stated as part of the 2023 study, Hey had developed a high-level concept plan for streambank widening/stabilization, two-stage detention, and pedestrian paths/boardwalks. Mr. Caracci stated tree and vegetation clearing along Addison Creek has recently been substantially completed that will allow for a detailed survey of the creek and it's banks. Mr. Caracci stated the next step of the design will be to update the 2023 preliminary engineering study to evaluate stabilization options.

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 engineering services for the upcoming years. Mr. Caracci stated Hey and Associates (Hey) is one of the shortlisted firms to provide design-engineering services. Mr. Caracci stated this proposal from HEY is to update the 2023 preliminary engineering study to evaluate stabilization options along the Addison Creek corridor north of Grand Avenue to approximately Belmont Avenue. Mr. Caracci stated work tasks for this project include:

- Topographic Survey
- Wetland/Waters Field Investigation and Delineation Report
- Threatened and Endangered Species Documentation
- Historic Properties Compliance
- Hydrologic and Hydraulic Analysis
- Phase I Plan Development
- Project Management and Meetings

Mr. Caracci stated after a scoping meeting and negotiations with Village staff, Hey’s proposed work effort and fee total \$50,000.00 for this project. Mr. Caracci stated once this Phase I study update is completed, a more accurate and detailed design contract can be scoped to complete the detailed streambank stabilization and accompanying path designs. Mr. Caracci stated staff anticipates a future Phase II (detailed construction design) contract to come forth to the Board for consideration.

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.**  
**R-54-2025:**

28. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-54-2025** entitled a **Resolution Authorizing a Facility Use Agreement with Bo Jackson Elite Sports.**

Director of Recreation, Sean Flynn stated for the last three seasons, Bo Jackson Elite Sports contracted time at Liberty Field for their Sparks Baseball and Cheetahs Softball programs. Mr. Flynn stated this new three year deal ensures field usage for both programs.

Mr. Flynn stated the Resolution presented approves a Facility Use Agreement with Bo Jackson Elite Sports. Mr. Flynn stated this would be a 3 year agreement and will cover any and all of their field times reserved at Liberty Field. Mr. Flynn stated in addition, Bo Jackson Elite Sports will also have the opportunity to purchase additional field time throughout the Spring, Summer and Fall Season.

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

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

NAYS: None

All were in favor. Motion carried.

**Resolution No.  
R-55-2025:**

29. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-55-2025** entitled a **Resolution Authorizing a Facility Usage License Agreement with HHD - Randy Wolf.**

Mr. Flynn stated HHD - Randy Wolf would like to return to the Edge this summer to host its daytime hockey schools. Mr. Flynn stated the hockey school begins on May 31st and runs until August 7th. HHD has hosted its summer program at the Edge now for several years and has been a significant boost to summer revenue since its arrival.

Mr. Flynn stated the Resolution presented approves a Facility Usage License Agreement with HHD. Mr. Flynn stated the agreement will cover any and all ice times reserved by HHD. Mr. Flynn stated HHD has been the top summertime revenue generator at the Edge for the past eight years and outperforms all in-house programming options. Mr. Flynn stated HHD was seeking proposals from facilities that could offer the best combination of the following criteria:

1. Priority programming.
2. Clean and modern facility.
3. Competitive pricing.
4. Central location.

Mr. Flynn stated this agreement provides revenues to the Village to help offset fixed operating costs during off-peak periods and represents a minimum commitment of 231 hours of ice time reserved throughout the summer season.

Motion:

Trustee Perez made a motion to approve the resolution as presented. Trustee Franz seconded the motion.

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

**Resolution No.  
R-56-2025:**

30. President DeSimone gave the summarization of the action contemplated in **Resolution No. R-56-2025** entitled a **Resolution Authorizing the Execution of an Ice Arena and Facility Usage Agreement with the North Stars High School Hockey Club.**

Mr. Flynn stated the Village owns and operates ice rink facilities commonly known as the Edge on John Street and the Edge on Jefferson Street. Mr. Flynn stated it is necessary to solicit customers to these facilities to fund the cost of maintenance, operation and management. Mr. Flynn stated a group known as the North Stars High School Hockey Club has expressed a desire to enter into an agreement for use of these facilities for the upcoming 2025-26 hockey season and potentially beyond. Mr. Flynn stated North Stars High School hockey consists of student athletes from Guerin, Riverside-Brookfield, Immaculate Conception Catholic Prep, Nazareth Academy, St. Laurence, St. Patrick and Proviso Math and Science Academy.

Mr. Flynn stated with increasing accessibility to the Edge, the Village and North Stars Hockey Club are optimistic that this location will be an ideal long term fit for the combined High School Hockey Program.

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

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

NAYS: None

All were in favor. Motion carried.

**PRESIDENT’S REMARKS:** President DeSimone announced Village Staff is excited to see work continue on the Aria Luxury Apartments development located at 800 Orving Park Road.

President DeSimone announced Public Works Staff recently held their annual Safety Day event.

President DeSimone shared recent updates regarding construction throughout town.

President DeSimone shared upcoming Recreational events in Bensenville.

**INTERIM MANAGERS REPORT:** Interim Village Manager, Dan Schulze, announced the Village has received it 2024 Tree City USA Status and looks to obtain its 2025 status as well.

Mr. Schulze announced on May 2<sup>nd</sup> there will be a hearing in Washington D.C. regarding the Stop CPKC merger; President DeSimone will represent the Village.

**VILLAGE ATTORNEY  
REPORT:**

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

**UNFINISHED  
BUSINESS:**

There was no unfinished business.

**NEW BUSINESS:**

There was no new business.

**EXECUTIVE  
SESSION:**

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

**ADJOURNMENT:**

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

**ROLL CALL:**

AYES: Carmona, Franz, Frey, Panicola, Perez

NAYS: None

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 7:10 p.m.

Nancy Quinn  
Village Clerk

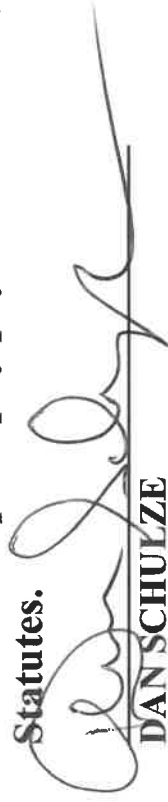
**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_ day, May 2025

**TYPE:**Warrant**SUBMITTED BY:**Jessica Juarez**DEPARTMENT:**Finance**DATE:**5/20/25**DESCRIPTION:**Warrant - May 20,2025 25/5 \$1,869,157.60**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:**Warrant Report- May 20,2025 25/5 \$1,869,157.60**ATTACHMENTS:****Description****Upload Date****Type**Warrant Report- May 20,2025 25/5 \$1,869,157.605/15/2025Backup Material

# VILLAGE OF BENSENVILLE WARRANT 25/5

May 20, 2025

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.



DAN SCHULZE

VILLAGE MANAGER



LISA BANOVEZ

FINANCE DIRECTOR

Approved by the Board of Trustees on May 20, 2025, hereby authorizing the Director of Finance to disburse \$1,869,157.60 the accounts indicated in the attached report.

NANCY QUINN  
VILLAGE CLERK

FRANK DESIMONE  
VILLAGE PRESIDENT



BENSENVILLE  
GATEWAY TO OPPORTUNITY



## Page 1 of 30

**\$1,166.76**

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 5/20/2025

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/IT/MANUAL CHECK #
<b>AL WARREN OIL CO, INC.</b>									
<b>700</b>									
W1732404	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	04/18/2025	11020190-554110	PW	FUEL/GAS/OIL	\$70.78	0
W1732404	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	04/18/2025	11040110-554110	PW	FUEL/GAS/OIL	\$2,717.71	0
W1732404	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	04/18/2025	11050490-554110	PW	FUEL/GAS/OIL	\$703.55	0
W1732404	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	04/18/2025	11060640-554110	PW	FUEL/GAS/OIL	\$91.97	0
W1732404	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	04/18/2025	11070720-554110	PW	FUEL/GAS/OIL	\$32.46	0
W1732404	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	04/18/2025	51050540-554110	PW	FUEL/GAS/OIL	\$458.51	0
W1732404	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	04/18/2025	51050570-554110	PW	FUEL/GAS/OIL	\$212.35	0
W1735486	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/01/2025	11040110-554110	PW	FUEL/GAS/OIL	\$3,168.86	0
W1735486	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/01/2025	11050490-554110	PW	FUEL/GAS/OIL	\$1,483.34	0
W1735486	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/01/2025	11060640-554110	PW	FUEL/GAS/OIL	\$230.35	0
W1735486	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/01/2025	51050540-554110	PW	FUEL/GAS/OIL	\$422.54	0
W1735486	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/01/2025	51050570-554110	PW	FUEL/GAS/OIL	\$234.26	0
W1739178	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/15/2025	11040110-554110	PW	FUEL/GAS/OIL	\$3,314.27	0
W1739178	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/15/2025	11050490-554110	PW	FUEL/GAS/OIL	\$1,185.41	0
W1739178	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/15/2025	11060640-554110	PW	FUEL/GAS/OIL	\$166.76	0
W1739178	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/15/2025	11070720-554110	PW	FUEL/GAS/OIL	\$50.80	0
W1739178	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/15/2025	51050540-554110	PW	FUEL/GAS/OIL	\$193.17	0
W1739178	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/15/2025	51050570-554110	PW	FUEL/GAS/OIL	\$219.00	0
W1741053	GENERATOR FUEL REFILL, INV #W	HAMMOND	20251349	05/22/2025	11050440-554110	PD	FUEL/GAS/OIL	\$1,031.69	0
W1741885	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/24/2025	11040110-554110	PW	FUEL/GAS/OIL	\$1,985.24	0
W1741885	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/24/2025	11050490-554110	PW	FUEL/GAS/OIL	\$497.92	0
W1741885	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/24/2025	11060640-554110	PW	FUEL/GAS/OIL	\$78.29	0
W1741885	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/24/2025	11070720-554110	PW	FUEL/GAS/OIL	\$78.29	0
W1741885	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/24/2025	51050540-554110	PW	FUEL/GAS/OIL	\$317.37	0
W1741885	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/24/2025	51050570-554110	PW	FUEL/GAS/OIL	\$45.94	0
W1741886	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/24/2025	11020190-554110	PW	FUEL/GAS/OIL	\$36.05	0
W1741886	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/24/2025	11050490-554110	PW	FUEL/GAS/OIL	\$1,910.55	0
W1741886	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/24/2025	51050540-554110	PW	FUEL/GAS/OIL	\$991.47	0
W1741886	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	05/24/2025	51050570-554110	PW	FUEL/GAS/OIL	\$136.97	0
								<b>22,065.87</b>	
<b>AMAZON CAPITAL SERVICES INC</b>									
<b>2281</b>									
13JD-4NCT-RPXM	INVOICE 13JD-4NCT-RPXM	SEATTLE	20251314	06/04/2025	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$12.99	0
16YH-NNNY-1HTL	AMAZON PURCHASES	SEATTLE	20251233	05/29/2025	11050110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$23.26	0
16YH-NNNY-1HTL	AMAZON PURCHASES	SEATTLE	20251233	05/29/2025	51050110-551110	FN	MATERIAL/SUPPLIES	\$23.26	0
16YH-NNNY-1HTL	AMAZON PURCHASES	SEATTLE	20251233	05/29/2025	51050570-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$23.28	0
17FW-KFNW-NH9N	AMAZON PURCHASES	SEATTLE	20251233	05/22/2025	11050110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$12.33	0

EXPENDITURE APPROVAL LIST  
FOR CHECKS DATED: 5/20/2025

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
17FW-KFNW-NH9N	AMAZON PURCHASES	SEATTLE	20251233	05/22/2025	51050110-551110	FN	MATERIAL/SUPPLIES	\$12.33	0
17FW-KFNW-NH9N	AMAZON PURCHASES	SEATTLE	20251233	05/22/2025	51050570-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$12.33	0
17MN-KK9X-4LN6	AMAZON PURCHASES	SEATTLE	20251231	05/21/2025	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$68.17	0
17PX-FCTW-DKMV	AMAZON PURCHASE	SEATTLE	20251362	06/05/2025	11050440-542110	FN	R&M BUILDING	\$124.24	0
17XR-VNXH-1GH6	AMAZON PURCHASES	SEATTLE	20251231	05/23/2025	11174100-542110	FN	R & M BUILDING	\$39.99	0
19VN-LDPX-3HRQ	AMAZON PURCHASE	SEATTLE	20251362	06/05/2025	11020180-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$152.29	0
1DLY-M96F-14WR	AMAZON PURCHASE	SEATTLE	20251362	06/04/2025	11070790-542310	FN	R&M EQUIPMENT	\$1,057.02	0
1HFG-FV9Y-MPTJ	RETURN	SEATTLE		04/09/2025	11050440-542110	FN	R&M BUILDING	\$-359.99	0
1JP1-963N-DCJ7	AMAZON PURCHASE	SEATTLE	20251502	06/08/2025	11050440-542110	FN	R&M BUILDING	\$785.72	0
1LNK-6YPQ-7RVM	AMAZON PURCHASES	SEATTLE	20251233	05/28/2025	11020180-552135	FN	MATERIAL/SUPPLIES-EQUIPMENT	\$54.99	0
1M1H-CNRX-W16G	AMAZON PURCHASES	SEATTLE	20251232	05/28/2025	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$92.57	0
1MJQ-CN7Y-CVJ6	AMAZON PURCHASE	SEATTLE	20251234	05/30/2025	11174100-557481	FN	AWARDS & COSTUMES	\$87.36	0
1N69-L7N9-H77T	AMAZON PURCHASES	SEATTLE	20251232	05/23/2025	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$2.91	0
1N69-L7N9-H77T	AMAZON PURCHASES	SEATTLE	20251232	05/23/2025	11020190-552135	FN	MATERIAL/SUPPLIES-EQUIPMENT	\$96.94	0
1NDD-GJTT-C371	AMAZON PURCHASE	SEATTLE	20251362	06/05/2025	11050440-542110	FN	R&M BUILDING	\$79.99	0
1QLQ-134T-J11L	AMAZON PURCHASE	SEATTLE	20251380	06/06/2025	11174100-557481	FN	AWARDS & COSTUMES	\$18.32	0
1R97-G9M9-1TDX	AMAZON PURCHASE	SEATTLE	20251234	05/30/2025	11060110-576010	FN	ECONOMIC DEVELOPMENT INITIA	\$31.60	0
1RDL-7FWD-N7W6	RETURN	SEATTLE		04/22/2025	11050440-542110	FN	R&M BUILDING	\$-36.99	0
1RJD-4GVV-1F9X	AMAZON PURCHASE	SEATTLE	20251251	05/31/2025	11060110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$17.26	0
1VXM-VMDK-1LNK	AMAZON PURCHASE	SEATTLE	20251234	05/29/2025	11070760-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$19.54	0
1Y63-TQMN-NPMH	AMAZON PURCHASES	SEATTLE	20251232	05/23/2025	11020180-552135	FN	MATERIAL/SUPPLIES-EQUIPMENT	\$242.70	0
1Y9F-149W-69WP	AMAZON PURCHASE	SEATTLE	20251234	05/30/2025	11010010-577010	FN	SPECIAL FUNCTIONS	\$106.98	0
1YNJ-7PJQ-FFLL	AMAZON PURCHASE	SEATTLE	20251362	06/06/2025	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$64.72	0
1YNJ-7PJQ-FFLL	AMAZON PURCHASE	SEATTLE	20251362	06/06/2025	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$41.24	0
								2,887.35	
AMBER'S TRAVELING MESSAGE									
2158									
0455	WELLNESS APRIL DATES, INV #045	ADDISON	20251229	05/25/2025	11040110-521510	PD	TRAINING PROGRAMS/SESSIONS	\$360.00	0
								360.00	
AMERICAN CONSERVATION & BILLING									
1262									
18014	AQUAHAWK 06/01-07/01/2025	COLORADO SP	20251358	05/31/2025	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$995.00	0
								995.00	
AMERIGAS PROPANE LP									
2091									
3176390314	INV# 3176390314 PROPANE REFILL	PITTSBURGH	20251183	05/15/2025	11174100-541385	SF	GAS-PROPANE	\$106.44	0
3176628782	INV# 3176628782 PROPANE REFILL	PITTSBURGH	20251205	05/22/2025	11174100-541385	SF	GAS-PROPANE	\$74.95	0
3176924233	INV# 3176924233 PROPANE REFILL	PITTSBURGH	20251321	05/30/2025	11174100-541385	SF	GAS-PROPANE	\$88.84	0
3177181582	INV# 3177181582 PROPANE REFILL	PITTSBURGH	20251367	06/07/2025	11174100-541385	SF	GAS-PROPANE	\$68.48	0

## Page 4 of 30

Page 4 of 30

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 5/20/2025

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
0118781	RAYOVAC ULTRA PRO - WWTP	BENSENVILLE	20251096	05/10/2025	11050440-542110	PW	R&M BUILDING	\$11.76	0
0119493	UTILITY TOOL	BENSENVILLE	20251446	06/01/2025	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$29.94	0
0119735	2-12 VOLT PORTABLE BATTERIES,	BENSENVILLE	20251493	06/08/2025	11040110-542110	PD	R&M BUILDING	\$98.62	0
								<b>140.32</b>	
<b>BAXTER &amp; WOODMAN</b>									
<b>2717</b>									
0270918	CARRY OVER PO 20242199 - TECHI	CAROL STREA	20250448	05/18/2025	51050577-536511	PW	ENG SVC - ENVIRONMENTAL	\$220.00	0
0271925	R-103-2022 - S. INDUSTRIAL IMPRO	CAROL STREA	20250942	06/05/2025	31080810-536513	PW	ENG SVC - DESIGN	\$5,130.71	0
0271925	R-103-2022 - S. INDUSTRIAL IMPRO	CAROL STREA	20250942	06/05/2025	51080860-536513	PW	ENG SVC - DESIGN	\$5,071.02	0
								<b>10,421.73</b>	
<b>BENSENVILLE PARK DISTRICT</b>									
<b>2728</b>									
491070	GYM MEMBERSHIPS	BENSENVILLE	20251206	05/25/2025	11020130-512900	AD	WELLNESS INITIATIVES	\$25.50	0
								<b>25.50</b>	
<b>BENSENVILLE POSTMASTER</b>									
<b>2622</b>									
MAY 2025	UB MAILING	BENSENVILLE	20251438	06/04/2025	51030250-540110	FN	POSTAGE/DELIVERY SERVICES	\$2,772.59	9008368
								<b>2,772.59</b>	
<b>BLEECKER STREET MEDIA, LLC</b>									
<b>1142</b>									
THE FRIEND FEES MOVIE RENTAL FEES - THE FRIEND	BOSTON		20251203	05/22/2025	11070790-547910	SF	MOVIE RENTAL FEES	\$165.42	0
								<b>165.42</b>	
<b>BOND REFUND</b>									
<b>99</b>									
12055-42551	KRYNSKI, ARKADIUSZ			05/12/2025	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$495.00	0
13593-46023	MUNETON, SILVERIO			05/12/2025	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$35.00	0
13804-21563	SALAPATAS, MIKE			05/12/2025	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
14258-44850	AMTAB MANUFACTURING CORP			05/12/2025	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
14384-46524	ROGERS PUMP SALES & SERVICE			05/12/2025	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
14506-46608	LAMARCO SYSTEMS			05/12/2025	75000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$90.00	0
14525-14148	DOYLE SIGNS INC.			05/12/2025	11000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
14548-46359	AEGIS CONSTRUCTION GROUP			05/12/2025	11000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$35.00	0
14586-13857	CONNELLY ELECTRIC CO.			05/12/2025	11000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
14597-41619	GOLDFINCH CONSTRUCTION LLC			05/12/2025	11000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$135.00	0
14611-10274	SONNY SHAH			05/12/2025	11000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$175.00	0
14618-45907	FOUR SEASONS HEATING AC			05/12/2025	11000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
14646-11355	PARVIN-CLAUSS SIGN COMPANY, I			05/12/2025	11000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$135.00	0
14709-46754	LOW VOLTAGE WORKS INC.			05/12/2025	11000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0

## Page 6 of 30

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	WTT/MANUAL CHECK #
14712-37409	RUSTIC WOOD FENCING & DECK			05/12/2025	11000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
14722-46762	ALL CITY MECHANICAL			05/12/2025	11000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
14723-44248	FIRST FENCE COMPANY			05/12/2025	11000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
14735-34628	POPOCA, CUAUHTEMOC P.			05/12/2025	11000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
14741-13859	FOUR SEASON HEATING & AIR COI			05/12/2025	11000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
14758-206951	BANUELOS, JOSE F			05/12/2025	11000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
14762-46785	GRAY'S MECHANICAL			05/12/2025	11000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
14766-46787	NEW ERA 180 RESTORATION INC.			05/12/2025	11000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
14769-44599	ELITE EXTERIORS LLC			05/12/2025	11000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$225.00	0
14798-46741	PRECISION TODAY			05/12/2025	11000000-226283	FN	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
<b>BRIGHT DIRECTIONS</b>									<b>3,570.00</b>
<b>683</b>									
04.25.25	BRIGHT COLLEGE	LINCOLN	20251221	05/25/2025	11000000-213500	FN	PAYROLL DEDUCTN-BRIGHT STAF	\$200.00	9008345
05.9.25	BRIGHT DIRECTION COLLEGE	LINCOLN	20251393	06/08/2025	11000000-213500	FN	PAYROLL DEDUCTN-BRIGHT STAF	\$200.00	9008359
<b>BUILDERS PAVING, LLC</b>									<b>400.00</b>
<b>972</b>									
160132	R-191-2024 - ASPHALT & POTHOLE	HILLSIDE	20250142	05/11/2025	11050420-542810	PW	R & M PAVEMENT	\$112.00	0
160918	R-191-2024 - ASPHALT & POTHOLE	HILLSIDE	20250142	05/23/2025	11050420-542810	PW	R & M PAVEMENT	\$386.75	0
161055	R-191-2024 - ASPHALT & POTHOLE	HILLSIDE	20250142	05/24/2025	11050420-542810	PW	R & M PAVEMENT	\$168.00	0
161148	R-191-2024 - ASPHALT & POTHOLE	HILLSIDE	20250142	05/25/2025	11050420-542810	PW	R & M PAVEMENT	\$225.75	0
<b>C&amp;C PEST CONTROL</b>									<b>892.50</b>
<b>1762</b>									
225462	C & C PEST CONTROL	BENSENVILLE	20251341	05/14/2025	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$90.00	0
225579	C & C PEST CONTROL	BENSENVILLE	20251341	05/21/2025	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$30.00	0
<b>CDW GOVERNMENT, INC.</b>									<b>120.00</b>
<b>11480</b>									
AD92P2L	QUOTE PKTS816	CHICAGO	20251327	06/05/2025	11020180-552135	FN	MATERIAL/SUPPLIES-EQUIPMENT	\$2,538.00	0
AD9DL9D	QUOTE P.JZJ510	CHICAGO	20251199	05/30/2025	32080800-594000	FN	CAPITAL OUTLAY-MACHINERY & E	\$8,331.90	0
<b>CHARLES EQUIPMENT ENERGY SYST</b>									<b>10,869.90</b>
<b>714</b>									
528050-1	R-98-2024 - (5) GENERATOR REPLA	ELK GROVE VIL	20250440	04/07/2025	37980870-594000	PW	CAPITAL OUTLAY-MACHINERY & E	\$41,464.67	0
528050-1	R-98-2024 - (5) GENERATOR REPLA	ELK GROVE VIL	20250440	04/07/2025	37980870-594000	PW	CAPITAL OUTLAY-MACHINERY & E	\$101,350.83	0
<b>142,815.50</b>									

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 5/20/2025

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
<b>CHICAGO BUSINESS VOIP</b>									
<b>2196</b>									
57119	57119	LAKE FOREST	20251323	06/01/2025	11020180-541310	FN	COMMUNICATION-PHONES (WIRE)	\$3,709.35	0
								<b>3,709.35</b>	
<b>CINTAS</b>									
<b>13176</b>									
4227161514	AREA RUG SERVICE - MONTHLY	MAYWOOD	20250132	05/14/2025	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$96.45	0
4229361747	4229361747	MAYWOOD	20251315	06/04/2025	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$193.60	0
8407439420	RESTOCK FIRST AID CABINET, INV	MAYWOOD	20251243	05/25/2025	11040110-542110	PD	R&M BUILDING	\$104.14	0
								<b>394.19</b>	
<b>CIVILTECH ENGINEERING, INC.</b>									
<b>454</b>									
55601	R-106-2024 - GREEN ST STP PROJE	ITASCA	20250384	06/01/2025	31080810-536513	PW	ENG SVC - DESIGN	\$15,295.01	0
								<b>15,295.01</b>	
<b>CLARKE ENVIRONMENTAL MOSQUITO</b>									
<b>2765</b>									
001035948	R-18-2025 - MOSQUITO ABATEMEN	CHICAGO	20250916	05/25/2025	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$7,887.00	0
								<b>7,887.00</b>	
<b>COLLEGE OF DUPAGE</b>									
<b>3414</b>									
17228	COD PSI PROFESSIONAL DEV.	GLEN ELLYN	20251176	05/18/2025	11020130-521510	AD	TRAINING PROGRAMS/SESSIONS	\$1,980.00	0
								<b>1,980.00</b>	
<b>COMCAST</b>									
<b>12216</b>									
8771200930058421	COMCAST MAY2025	SOUTHEASTER	20251357	05/31/2025	11174100-541310	SF	COMMUNICATION-PHONES (WIRE)	\$183.21	0
8771200940001924	COMCAST MONTHLY SERVICE	SOUTHEASTER	20250472	05/21/2025	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$12.82	0
8771200940002237	COMCAST MAY2025	SOUTHEASTER	20251357	06/03/2025	11174100-541310	SF	COMMUNICATION-PHONES (WIRE)	\$262.31	0
934545575 525	SERVICE DATES 5/1/25-5/31/25	SOUTHEASTER	20251509	05/31/2025	11020180-541310	FN	COMMUNICATION-PHONES (WIRE)	\$2,258.90	0
								<b>2,717.24</b>	
<b>COMMONWEALTH EDISON</b>									
<b>2668</b>									
0149694000 325	MASTER ACCOUNT PW 0149694000	CAROL STREA	20251492	05/09/2025	11050420-541370	PW	ELECTRICITY	\$7,804.18	0
3094395000-0425	SERVICE DATES 4/2/25-5/2/25	CAROL STREA	20251381	06/01/2025	11050420-541370	FN	ELECTRICITY	\$275.46	0
3410275000 325	1009 W IRVING PARK RD	CAROL STREA	20251442	05/02/2025	11050420-541370	PW	ELECTRICITY	\$165.57	0
3829813000 325	99 PARKSIDE LN	CAROL STREA	20251439	05/02/2025	11050420-541370	PW	ELECTRICITY	\$68.78	0
4453732000 325	105 N YORK	CAROL STREA	20251441	05/02/2025	11050420-541370	PW	ELECTRICITY	\$1,582.81	0
6041612111 325	1327 W IRVING PARK RD	CAROL STREA	20251440	05/01/2025	11050420-541370	PW	ELECTRICITY	\$110.12	0
6144337000 325	0 S ROOSEVELT LITE RT/25	CAROL STREA	20251445	05/03/2025	11050420-541370	PW	ELECTRICITY	\$188.80	0

## Page 8 of 30

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
6146056000 325	938 PAMELA DR	CAROL STREAM	20251444	05/02/2025	11050420-541370	PW	ELECTRICITY	\$64.58	0
6612154000 325	14 N CENTER PRK LOT	CAROL STREAM	20251443	05/02/2025	11050420-541370	PW	ELECTRICITY	\$31.17	0
<b>CONNER, KEVIN</b>									
<b>1375</b>									<b>10,291.47</b>
2025 MIP	2025 MIP CONTRACT - 6/25/2025	DOWNERS GR	20251189	05/24/2025	11070750-577012	SF	MUSIC IN THE PARK	\$3,000.00	0
<b>CONSTELLATION ENERGY SERVICES</b>									<b>3,000.00</b>
<b>13016</b>									
3355640000 325	JEFFERSON GAS - 0325	CAROL STREAM	20251257	05/22/2025	11174100-541370	SF	ELECTRICITY	\$3,744.87	0
6561640000-0325	JEFFERSON GAS - 0325	CAROL STREAM	20251257	05/22/2025	11070760-541370	SF	ELECTRICITY	\$3,715.42	0
763464-13-0425	CONSTELLATION APRIL 2025	CAROL STREAM	20251365	06/04/2025	11174100-541370	SF	ELECTRICITY	\$26,908.73	0
763464-33 425	CONSTELLATION APRIL 2025	CAROL STREAM	20251365	06/04/2025	11070720-541370	SF	ELECTRICITY	\$112.16	0
763464-34 425	CONSTELLATION APRIL 2025	CAROL STREAM	20251365	06/04/2025	11070720-541370	SF	ELECTRICITY	\$30.21	0
763464-35 425	CONSTELLATION-763464-35-0425	CAROL STREAM	20251480	06/05/2025	11070790-541370	SF	ELECTRICITY	\$377.86	0
763464-36 425	CONSTELLATION APRIL 2025	CAROL STREAM	20251365	06/04/2025	11070790-541370	SF	ELECTRICITY	\$360.79	0
763464-37 425	CONSTELLATION APRIL 2025	CAROL STREAM	20251365	06/04/2025	11070790-541370	SF	ELECTRICITY	\$345.11	0
763464-5 425	CONSTELLATION APRIL 2025	CAROL STREAM	20251365	06/04/2025	11070720-541370	SF	ELECTRICITY	\$1,668.80	0
763465-25-0425	CONSTELLATION APRIL 2025	CAROL STREAM	20251365	06/04/2025	11070760-541370	SF	ELECTRICITY	\$5,719.88	0
<b>COOK COUNTY HIGHWAY DEPARTMENT</b>									<b>42,983.83</b>
<b>5310</b>									
2025-1	GREEN ST/FRANKLIN AVE 1/1/25-3/	CHICAGO	20251453	05/03/2025	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$804.45	0
<b>CORE &amp; MAIN LP</b>									<b>804.45</b>
<b>12655</b>									
W742133	R-191-2024 - WATER SYSTEM PART	ST LOUIS	20250151	05/11/2025	51050540-552520	PW	WATER MAIN PARTS	\$1,724.42	0
W765953	R-191-2024 - WATER SYSTEM PART	ST LOUIS	20250151	05/11/2025	51050540-552520	PW	WATER MAIN PARTS	\$7,769.00	0
W772309	R-191-2024 - WATER SYSTEM PART	ST LOUIS	20250151	05/18/2025	51050540-552520	PW	WATER MAIN PARTS	\$1,371.45	0
W811966	R-191-2024 - WATER SYSTEM PART	ST LOUIS	20250151	05/18/2025	51050540-552520	PW	WATER MAIN PARTS	\$298.56	0
W814722	R-191-2024 - WATER SYSTEM PART	ST LOUIS	20250151	05/17/2025	51050540-552520	PW	WATER MAIN PARTS	\$4,050.00	0
W904905	R-191-2024 - WATER SYSTEM PART	ST LOUIS	20250151	06/01/2025	51050540-552520	PW	WATER MAIN PARTS	\$169.98	0
W914577	R-191-2024 - WATER SYSTEM PART	ST LOUIS	20250151	06/01/2025	51050540-552520	PW	WATER MAIN PARTS	\$106.00	0
<b>CORRECT ELECTRIC, INC</b>									<b>15,489.11</b>
<b>2318</b>									
25229	CARD ACCESS PROGRAM MAINTENANCE	NEWARK	20251220	05/24/2025	11040110-542110	PD	R&M BUILDING	\$825.00	0
									<b>825.00</b>



# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 5/20/2025

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<b>CRIME ANALYST OF ILLINOIS ASSOCI</b>									
<b>2217</b>									
25-16	CRIME ANALYSTS OF IL MEMBER C	SKOKIE	20251353	05/31/2025	11040110-521110	PD	MEMBERSHIP DUES	\$40.00	0
								<b>40.00</b>	
<b>DAILY HERALD</b>									
<b>7111</b>									
333901	INV# 333901 MONTHLY MOVIE ADS	CAROL STREA	20251338	05/31/2025	11174100-541145	SF	ADVERTISING	\$313.68	0
								<b>313.68</b>	
<b>DANCE FORCE ELITE</b>									
<b>1128</b>									
024131	INV# 024131 2025 PARADE PARTICI	CHICAGO	20251334	05/30/2025	11070750-577013	SF	LIBERTY FEST (4 JULY)	\$1,500.00	0
								<b>1,500.00</b>	
<b>DASH MEDICAL GLOVES</b>									
<b>11899</b>									
INV1329477	NITRILE EXAM GLOVES, INV #INV13	FRANKLIN	20251200	05/11/2025	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$805.92	0
								<b>805.92</b>	
<b>DE WOLFE MUSIC USA, INC.</b>									
<b>2778</b>									
00025822	Annual Music License- Broadcast	OLD BRIDGE	20251235	05/31/2025	11020170-572173	AD	BROADCASTING - LOCAL CHANNE	\$920.00	0
								<b>920.00</b>	
<b>DELUXE ECHOSTAR, LLC</b>									
<b>884</b>									
93270345	EXHIBITOR FEES	PASADENA	20251179	05/16/2025	11070790-540110	SF	POSTAGE/DELIVERY SERVICESS	\$40.00	0
93270346	EXHIBITOR FEES	PASADENA	20251179	05/16/2025	11070790-540110	SF	POSTAGE/DELIVERY SERVICESS	\$40.00	0
93274434	INV# 93274434 EXHIBITOR FEES - A	PASADENA	20251201	05/24/2025	11070790-540110	SF	POSTAGE/DELIVERY SERVICESS	\$40.00	0
93278194	INV# 93278194 EXHIBITOR FEES - T	PASADENA	20251332	05/30/2025	11070790-540110	SF	POSTAGE/DELIVERY SERVICESS	\$40.00	0
								<b>160.00</b>	
<b>DES PLAINES JOURNAL INC</b>									
<b>1875</b>									
194357	DES PLANES JOURNAL INC.	DES PLAINES	20251343	05/23/2025	11060110-541140	CD	LEGAL NOTICES	\$2,000.00	0
								<b>2,000.00</b>	
<b>DUPAGE COUNTY ANIMAL CONTROL</b>									
<b>3917</b>									
28707	FOUND CAT PICKUP, INV #28707	WHEATON	20251197	05/16/2025	11040340-548410	PD	ANIMAL CONTROL SERVICES	\$210.00	0
								<b>210.00</b>	
<b>DUPAGE COUNTY COLLECTOR</b>									
<b>3726</b>									
03-14-414-028-JUN PROPERTY TAX BILL		CAROL STREA	20251508	06/08/2025	37300000-568110	FN	PROPERTY TAX EXPENSE	\$37.83	0

## Page 10 of 30

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
03-25-200-019-JUN PROPERTY TAX BILL		CAROL STREAM	20251508	06/08/2025	37300000-568110	FN	PROPERTY TAX EXPENSE	\$9,375.29	0
<b>DUPAGE COUNTY RECORDER</b>									
<b>3522</b>	R2025-026984	RECORDING FEE						<b>9,413.12</b>	0
<b>DUPAGE TOPSOIL, INC.</b>									
<b>9538</b>									
058436		RESTORATIONS	20251473	04/30/2025	51050540-542811	PW	R&M RIGHT OF WAY	\$790.00	0
058544		RESTORATIONS	20251473	05/16/2025	51050540-542811	PW	R&M RIGHT OF WAY	\$395.00	0
<b>DUPAGE WATER COMMISSION</b>									
<b>5295</b>	01-0200-00 03-25	SERVICE DATES:02/28/25 - 03/31/25	ELMHURST	20251134	51050550-545520	PW	DUPG WTR COMM-WATER PURCH	\$242,685.36	9008356
<b>EDWARD R. KIRBY &amp; ASSOCIATES, IN</b>									
<b>10783</b>									
45397		POLICE BACKGROUND 4.2025	DOWNERS GR	20251198	11010070-532100	AD	PROFESSIONAL SERVICES	\$920.95	0
45398		POLICE BACKGROUND 4.2025	DOWNERS GR	20251198	11010070-532100	AD	PROFESSIONAL SERVICES	\$878.45	0
45399		POLICE BACKGROUND 4.2025	DOWNERS GR	20251198	11010070-532100	AD	PROFESSIONAL SERVICES	\$950.85	0
45400		POLICE BACKGROUND 4.2025	DOWNERS GR	20251198	11010070-532100	AD	PROFESSIONAL SERVICES	\$860.95	0
<b>ELITE PRINTER DOCUMENT SOLUTIONS</b>									
<b>2315</b>									
INV1277		PRINTERS	SCHAUMBURG	20251138	32080800-594000	FN	CAPITAL OUTLAY-MACHINERY & E	\$2,226.00	0
<b>ENGINEERING ENTERPRISES, INC.</b>									
<b>671</b>									
83265		R-171-2024 BROWNGATE DETENTIK	SUGAR GROVE	20250030	37980850-536513	PW	ENG SVC - DESIGN	\$558.50	0
<b>ENGINEERING RESOURCE ASSOCIATES</b>									
<b>613</b>									
13020200.94		STORMWATER REVIEW SERVICES	WARRENVILLE	20251392	11050110-532100	PW	PROFESSIONAL SERVICES	\$1,356.78	0
<b>FE MORAN INC REFRIGERATION</b>									
<b>2297</b>									
002-911270000		R-23-2025 - COOLING TOWER AT JC	NORTHBROOK	20250721	31080800-594000	PW	CAPITAL OUTLAY-MACHINERY & E	\$18,996.87	0
								<b>18,996.87</b>	

## Page 11 of 30

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
FLEETPRIDE, INC.									
511									
124778366	#255 -BRAKE PADS	ATLANTA	20251261	05/07/2025	11050420-542410	PW	R & M VEHICLES	\$67.99	0
124779449	#255 - CLEVIS KIT - BRAKE PART	ATLANTA	20251260	05/07/2025	11050420-542410	PW	R & M VEHICLES	\$13.59	0
								81.58	
FOREST AWARDS & ENGRAVING									
10846									
17156	ARBOR DAY PLAQUE	WOOD DALE	20251307	05/14/2025	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,141.68	0
								1,141.68	
FULLIFE SAFETY LLC									
2038									
71892	PPE/GLOVES	ROSELLE	20251434	05/28/2025	11050420-554810	PW	UNIFORMS	\$161.00	0
71892	PPE/GLOVES	ROSELLE	20251434	05/28/2025	11050430-554810	PW	UNIFORMS-PURCHASE	\$230.00	0
71892	PPE/GLOVES	ROSELLE	20251434	05/28/2025	11050440-554810	PW	UNIFORMS - PURCHASE	\$69.00	0
71892	PPE/GLOVES	ROSELLE	20251434	05/28/2025	11050490-554810	PW	UNIFORMS - PURCHASE	\$46.00	0
71892	PPE/GLOVES	ROSELLE	20251434	05/28/2025	51050540-554810	PW	UNIFORMS	\$299.00	0
71892	PPE/GLOVES	ROSELLE	20251434	05/28/2025	51050570-554810	PW	UNIFORMS	\$117.62	0
								922.62	
GEIB INDUSTRIES, INC.									
2833									
805513-001	#273 - PARTS	BENSENVILLE	20251447	05/30/2025	11050430-542410	PW	R&M VEHICLES	\$14.11	0
806246-001	VACTOR HOSE	BENSENVILLE	20251448	06/04/2025	51050540-542410	PW	R&M VEHICLES	\$35.75	0
								49.86	
GEM CAR WASH									
1910									
1242	MONTHLY WASH PLAN APR-MAY, II	BENSENVILLE	20251193	05/14/2025	11040110-542410	PD	R&M VEHICLES	\$432.00	0
								432.00	
GHC MECHANICAL, LLC									
2323									
J006280	RES - JOHN STREET HVAC	ELK GROVE VIL	20251491	06/06/2025	31080800-594000	PW	CAPITAL OUTLAY-MACHINERY & E	\$40,884.00	0
								40,884.00	
GOLD MEDAL-CHICAGO									
9695									
30-424814	FOOD ITEMS - HERITAGE CENTER	BENSENVILLE	20251212	05/16/2025	11070790-557810	SF	FOOD ITEMS	\$307.60	0
30-424814	FOOD ITEMS - HERITAGE CENTER	BENSENVILLE	20251212	05/16/2025	11070750-577125	SF	SENIOR CITIZEN	\$167.75	0
30-424819	FOOD ITEMS - HERITAGE CENTER	BENSENVILLE	20251212	05/16/2025	11070750-577125	SF	SENIOR CITIZEN	\$103.90	0
								579.25	

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 5/20/2025

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
<b>GRAINGER</b>									
<b>2841</b>									
9019423897	SOFT NYLON RETURN	PALATINE		02/14/2024	11050440-542410	FN	R&M VEHICLES	\$-636.50	0
9019423905	RETURN FLOOR MACHINE BRUSH	PALATINE		02/14/2025	11050440-542110	FN	R&M BUILDING	\$-315.62	0
9470806325	WWTP SAND FILTERS	PALATINE	20251290	05/11/2025	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$61.71	0
9472080739	HYDRANT REPAIR KIT, INV #947208	PALATINE	20251354	05/14/2025	11040110-542110	PD	R&M BUILDING	\$168.40	0
9473663269	DOOR CLOSER FOR WASTE WATER	PALATINE	20251288	05/15/2025	11050440-542110	PW	R&M BUILDING	\$320.64	0
9476123725	NEW ELECTRIC MOTOR AND SOFT	PALATINE	20251289	05/16/2025	11050440-542110	PW	R&M BUILDING	\$1,339.18	0
9481789650	DOOR CLOSERS FOR WASTE WATER	PALATINE	20251287	05/22/2025	11050440-542110	PW	R&M BUILDING	\$480.96	0
								<b>1,418.77</b>	
<b>GREAT LAKE THEATRE SERVICE, LTD</b>									
<b>319</b>									
APRIL 2025 FEES	MONTHLY BOOKING FEES - APRIL 2025	AURORA	20251329	05/28/2025	11070790-541460	SF	BOOKING FEES	\$200.00	0
								<b>200.00</b>	
<b>GREELEY AND HANSEN, LLC</b>									
<b>1799</b>									
30352504217	R-159-2023 - CONSTRUCTION ENGINEERING	PALATINE	20250391	05/28/2025	37980860-536515	PW	ENG SVC - PROJECT MANAGEMENT	\$66,267.86	0
								<b>66,267.86</b>	
<b>GW &amp; ASSOCIATES PC</b>									
<b>1525</b>									
2504216	AUDITING SERVICES	CHICAGO HEIGHTS	20251247	05/28/2025	11030110-532320	FN	AUDITING SERVICES	\$18,343.75	0
								<b>18,343.75</b>	
<b>HBK WATER METER SERVICE, INC.</b>									
<b>763</b>									
250174	METER TEST	PALATINE	20251394	05/28/2025	51000000-435445	PW	METERS AND MATERIAL	\$905.00	0
								<b>905.00</b>	
<b>HERFF, RON (E)</b>									
<b>1183</b>									
MARCH 2025	ILLINOIS FIRE INSPECTION CONFERENCE	WOOD DALE		04/24/2025	11060110-521510	FN	TRAINING PROGRAMS/SESSIONS	\$493.36	0
								<b>493.36</b>	
<b>HIGH STAR TRAFFIC</b>									
<b>5662</b>									
12395	R-191-2024 - TRAFFIC CONTROL PLAN	BARTLETT	20250149	05/21/2025	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$232.30	0
								<b>232.30</b>	
<b>HOME DEPOT CREDIT SERVICES</b>									
<b>7665</b>									
1012466	OPS TOOLS/SUPPLIES	LOUISVILLE	20251466	04/20/2025	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$25.39	0
1122165	ELECTRICAL FOR PW LUNCHROOM	LOUISVILLE	20251465	04/10/2025	11050440-542110	PW	R&M BUILDING	\$181.00	0

**EXPENDITURE APPROVAL LIST**  
**FOR CHECKS DATED: 5/20/2025**

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125152	OPS TOOLS/SUPPLIES	LOUISVILLE	20251466	05/11/2025	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$33.42	0
2104753	ELECTRIC FOR PW LUNCHROOM R	LOUISVILLE	20251462	04/30/2025	11050440-542110	PW	R&M BUILDING	\$975.80	0
2622039	WWTP HOUSEKEEPING SUPPLIES	LOUISVILLE	20251467	05/09/2025	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$288.87	0
2869133	OPS TOOLS/SUPPLIES	LOUISVILLE	20251466	04/19/2025	51050550-542310	PW	R&M MATERIALS & EQUIPMENT	\$27.72	0
4104987	OPS TOOLS/SUPPLIES	LOUISVILLE	20251466	04/17/2025	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$35.62	0
4123868	OPS TOOLS/SUPPLIES	LOUISVILLE	20251466	04/27/2025	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$58.93	0
5391198	FLEET DRILL BATTERY	LOUISVILLE	20251464	05/16/2025	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$119.00	0
6214393	OPS TOOLS/SUPPLIES	LOUISVILLE	20251466	04/25/2025	51050550-554510	PW	SMALL TOOLS & EQUIPMENT	\$63.93	0
7390945	OPS TOOLS/SUPPLIES	LOUISVILLE	20251466	05/14/2025	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$94.90	0
7390975	PW MISC HARDWARE FOR OPEN A	LOUISVILLE	20251463	05/14/2025	11050440-542110	PW	R&M BUILDING	\$68.58	0
8799153	OPS TOOLS/SUPPLIES	LOUISVILLE	20251466	05/23/2025	51050550-543510	PW	LABORATORY TESTING	\$55.44	0
9392549	OPS TOOLS/SUPPLIES	LOUISVILLE	20251466	06/01/2025	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$18.90	0
9395820	OPS TOOLS/SUPPLIES	LOUISVILLE	20251466	04/12/2025	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$17.38	0
9481217	OPS TOOLS/SUPPLIES	LOUISVILLE	20251466	06/01/2025	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$359.03	0
								2,423.91	
IL. MUNICIPAL RETIREMENT FUND									
2882									
APRIL 2025	IMRF APRIL 2025	OAK BROOK	20251506	06/13/2025	11000000-212110	FN	PAYROLL DEDUCT'N-IMRF	\$53,451.84	9008369
								53,451.84	
ILCMA									
3811									
6120	ILCMA- ENGINEER JOB POSTING	DEKALB	20251208	05/25/2025	11020130-541250	AD	RECRUITMENT	\$50.00	0
								50.00	
ILLINOIS DEPARTMENT OF REVENUE									
3098									
04.25.2025	ILL STATE P/R TAX W/H	SPRINGFIELD	20251253	05/25/2025	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$19,329.35	9008342
05.09.25	IL STATE P/R TAX W/H	SPRINGFIELD	20251495	06/08/2025	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$19,519.11	900860
								38,848.46	
ILLINOIS POLICE ACCREDITATION CO									
530									
832	IPAC MEMBERSHIP DUES, INV #832	ELK GROVE VIL	20251485	06/07/2025	11040110-521110	PD	MEMBERSHIP DUES	\$100.00	0
								100.00	
ILLINOIS TENT RENTALS									
2037									
2025-10026	INV# 2025-10026 2025 LIBERTY FES	CAROL STREAM	20251194	05/06/2025	11070750-577013	SF	LIBERTY FEST (4 JULY)	\$3,374.75	0
								3,374.75	
INDUSTRIAL FILTER MANUFACTURER									
7717									

## Page 14 of 30

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
32177	WWTP BLOWER FILTERS	EVANSVILLE	20251468	06/01/2025	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$2,363.08	0
INNOVATIVE DATA SOLUTIONS, INC.									
664								2,363.08	
INV-133909	6/25-6/26 PROF. SUBSCRIPTION, IN	ORLANDO	20251188	05/19/2025	11040110-571115	PD	DEPARTMENT ACCREDITATION	\$7,342.50	0
INTERSTATE BILLING SERVICE, INC.									
909									
3040608480	#254 - AIR SPRING KIT	DECATUR	20251267	03/20/2025	11050420-542410	PW	R & M VEHICLES	\$216.90	0
JAL MOBILE TOOLS, LLC									
2319									
032525138336	POWER UNIT ASSEMBLY PART # F.	NORRIDGE	20251286	04/24/2025	11050490-554510	PW	SMALL TOOLS & EQUIPMENT	\$612.00	0
JOHNSTON, GARY									
349									
0425	APRIL TRUCK PERMITS ISSUED, IN	ELBURN	20251348	05/31/2025	11040110-532100	PD	PROFESSIONAL SERVICES	\$549.00	0
JOHNSTONE SUPPLY									
1110									
S101908910.001	MOTOR PULLEY FOR WASTE WATE	NILES	20251268	05/21/2025	11050440-542110	PW	R&M BUILDING	\$135.65	0
JORSON & CARLSON CO, INC.									
7925									
0748141	INV# 0748141 ICE SCRAPER KNIVE:	ELK GROVE VIL	20251210	05/23/2025	11174100-542610	SF	R&M ICE RESURFACER	\$149.32	0
0749126	INV# 0749126 ICE SCRAPER KNIVE:	ELK GROVE VIL	20251373	06/06/2025	11174100-542610	SF	R&M ICE RESURFACER	\$149.32	0
JX ENTERPRISES, INC.									
1560									
2548039S	#277	HARTLAND	20251410	06/05/2025	11050420-542410	PW	R & M VEHICLES	\$624.38	0
KIMBALL MIDWEST									
890									
103212407	NEW BINS FOR FLEET	COLUMBUS	20250953	04/27/2025	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$2,163.12	0
103268276	BOLT SUPPLIES	COLUMBUS	20251395	05/15/2025	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$611.99	0
103295690	BOLT SUPPLIES	COLUMBUS	20251396	05/22/2025	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$99.75	0
								2,874.86	



INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
MAY 2025 INVOICE LOBBYING SERVICES		WESTERN SPR	20251249	06/04/2025	11010010-532810	FN	PROJECT MANAGEMENT SERVICE	\$3,500.00	0
MARK KRAWCZYKOWSKI									
2178								3,500.00	0
2025 MIP 06/04/2025 MIP CONTRACT - 6/4/2025		OAKLAWN	20251195	05/24/2025	11070750-577012	SF	MUSIC IN THE PARK	\$2,500.00	0
MARQUARDT & BELMONTE P.C.									
127									
1336	1336	WHEATON	20251316	06/03/2025	11020120-533210	FN	LEGAL SERVICES-PROSECUTION	\$11,911.38	0
MCGINTY BROS. INC									
816									
264812	R-41-2022 - NATIVE VEGETATION M	LONG GROVE	20250388	05/08/2025	11050420-532100	PW	PROFESSIONAL SERVICES	\$693.75	0
264815	R-41-2022 - NATIVE VEGETATION M	LONG GROVE	20250388	05/18/2025	11050420-532100	PW	PROFESSIONAL SERVICES	\$990.00	0
264821	R-41-2022 - NATIVE VEGETATION M	LONG GROVE	20250388	05/08/2025	11050420-532100	PW	PROFESSIONAL SERVICES	\$407.50	0
265056	R-41-2022 - NATIVE VEGETATION M	LONG GROVE	20250388	05/21/2025	11050420-532100	PW	PROFESSIONAL SERVICES	\$1,930.00	0
MCMMASTER-CARR									
2917									
44022880	WWTP SAND FILTERS	CHICAGO	20251294	05/14/2025	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$29.81	0
44076837	WWTP CHLORINATION	CHICAGO	20251292	05/15/2025	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$32.50	0
44100503	WWTP CHLORINATION	CHICAGO	20251293	05/15/2025	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$5.68	0
44158105	WWTP SAMPLES	CHICAGO	20251291	05/16/2025	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$247.25	0
44225996	WWTP CHLORINE AND SAND FILTE	CHICAGO	20251296	05/17/2025	51050570-554510	PW	SMALL TOOLS & EQUIPMENT	\$308.00	0
44226507	WWTP CHLORINATION	CHICAGO	20251295	05/17/2025	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$53.08	0
44235372	WWTP - TOOLS	CHICAGO	20251297	05/17/2025	51050570-554510	PW	SMALL TOOLS & EQUIPMENT	\$49.17	0
44637572	WWTP CHEMICAL SYSTEMS	CHICAGO	20251449	05/25/2025	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$124.40	0
44963815	WWTP CHEMICAL SYSTEMS	CHICAGO	20251449	05/31/2025	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$235.23	0
MEADE, INC.									
12050								1,085.12	0
712516	MONTHLY TRAFFIC SIGNAL MAINT	MCCOOK	20250150	05/30/2025	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$825.04	0
MEDINAH SHRINERS									
825								825.04	0
2025 PARADE 040- 2025 PARADE PARTICIPATION		ADDISON	20251330	06/05/2025	11070750-577013	SF	LIBERTY FEST (4 JULY)	\$1,200.00	0
1,200.00									



# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 5/20/2025

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
<b>MENARDS</b>									
<b>11265</b>									
52539	PPE	MELROSE PARK	20251309	05/08/2025	11050430-554810	PW	UNIFORMS-PURCHASE	\$109.26	0
88006	SUPPLIES FOR PUBLIC WORKS OP	MELROSE PARK	20251475	05/01/2025	11050440-542110	PW	R&M BUILDING	\$131.94	0
88608	PUBLIC WORKS LUNCH ROOM REN	MELROSE PARK	20251310	05/10/2025	11050440-542110	PW	R&M BUILDING	\$127.94	0
88714	FURNITURE STAIN	MELROSE PARK	20251311	05/11/2025	11050440-542110	PW	R&M BUILDING	\$22.41	0
88718	WWTP CHLORINATION AND SAND I	MELROSE PARK	20251312	05/11/2025	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$17.95	0
89550	INV# 89550 MISC PARTS - AQUATIC	MELROSE PARK	20251213	05/24/2025	11070760-542110	SF	R&M BUILDING	\$88.60	0
89756	STREET TOOLS	MELROSE PARK	20251478	05/28/2025	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$23.74	0
90298	ELECTRICAL FOR PW OPEN AREA	MELROSE PARK	20251477	06/05/2025	11050440-542110	PW	R&M BUILDING	\$57.70	0
								<b>579.54</b>	
<b>METRO- GOLDWYN-MAYER STUDIOS</b>									
<b>12679</b>									
	A WORKING MAN I REMAINING BALANCE - THE WORK	SEATTLE	20251500	06/11/2025	11070790-547910	SF	MOVIE RENTAL FEES	\$118.98	0
	A WORKING MAN I MOVIE RENTAL FEES - A WORKING	SEATTLE	20251214	05/11/2025	11070790-547910	SF	MOVIE RENTAL FEES	\$95.28	0
								<b>214.26</b>	
<b>METROPOLITAN ALLIANCE POLICE</b>									
<b>8009</b>									
04.25.25	POC UNION DUES	BOLINGBROOK	20251239	05/25/2025	11000000-218100	FN	PAYROLL DEDUCTN-UNION DUES	\$1,215.00	9008344
								<b>1,215.00</b>	
<b>MGT IMPACT SOLUTIONS, LLC</b>									
<b>2198</b>									
MGT36719	PAYMENT FOR TEMP CED DIRECTO	TAMPA	20251361	05/29/2025	11060110-532100	AD	PROFESSIONAL SERVICES	\$5,176.50	0
								<b>5,176.50</b>	
<b>MIAND INC</b>									
<b>296</b>									
BENSENV25	RESOLUTION NO. R-14-2025 2025-2	LA PORTE	20251187	05/22/2025	11070750-577013	SF	LIBERTY FEST (4 JULY)	\$52,500.00	0
								<b>52,500.00</b>	
<b>MILLER INDUSTRIAL, LLC</b>									
<b>6509</b>									
SI-504268	WWTP - SINGLE CUT KEY; LEVER E	OAK BROOK	20251158	04/24/2025	11050440-542110	PW	R&M BUILDING	\$96.97	0
SI-505964	WWTP CHLORINE DISINFECTANT	OAK BROOK	20251303	05/11/2025	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$59.97	0
SI-506187	BATTERIES	OAK BROOK	20251302	05/14/2025	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$22.99	0
SI-509098	WWTP TOOLS	OAK BROOK	20251459	06/05/2025	51050570-554510	PW	SMALL TOOLS & EQUIPMENT	\$109.99	0
								<b>289.92</b>	
<b>MILTON MERCADO JR.</b>									
<b>1695</b>									
210	INV# 210 LIBERTYFEST DJ SERVICE	BENSENVILLE	20251217	05/25/2025	11070750-577013	SF	LIBERTY FEST (4 JULY)	\$200.00	0

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 5/20/2025

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
<b>MISC ONE TIME VENDOR</b>									<b>200.00</b>
<b>9</b>									
1078616.002	REFUND			05/18/2025	11000760-437620	FN	AQUATIC OPERATION	\$45.00	0
2000544.002	REFUND			06/08/2025	11100100-437411	FN	CONTRACT ICE	\$180.00	0
2000545.002	REFUND			06/13/2025	11100300-437430	FN	RINK REVENUE-FIGURE SKATING	\$92.00	0
								<b>317.00</b>	
<b>MISSIONSQUARE RETIREMENT</b>									
<b>3096</b>									
04.25.25	ROTH PR WH	WASHINGTON	20251236	05/25/2025	11000000-213300	FN	PAYROLL DEDUCTN-ROTH IRA	\$1,229.23	9008350
04.25.25-2	I.C.M.A W/H	WASHINGTON	20251252	05/25/2025	11000000-213100	FN	PAYROLL DEDUCTN-DEF COMP	\$12,679.68	9008351
05.09.25	I.C.M.A WH	WASHINGTON	20251494	06/08/2025	11000000-213100	FN	PAYROLL DEDUCTN-DEF COMP	\$12,576.27	9008361
5.9.25	ROTH PR WH	WASHINGTON	20251481	06/08/2025	11000000-213300	FN	PAYROLL DEDUCTN-ROTH IRA	\$1,229.23	9008362
								<b>27,714.41</b>	
<b>MLE, INC</b>									
<b>1867</b>									
2025 MIP	2025 MIP CONTRACT - 6/11/2025	DOWNERS GRC	20251180	05/28/2025	11070750-577012	SF	MUSIC IN THE PARK	\$2,100.00	0
								<b>2,100.00</b>	
<b>MOTION INDUSTRIES, INC.</b>									
<b>9071</b>									
IL10-00801501	INV# IL10-00801501 BANDED V-BEL	CHICAGO	20251211	05/25/2025	11174100-542110	SF	R & M BUILDING	\$351.56	0
								<b>351.56</b>	
<b>MOTOROLA SOLUTIONS</b>									
<b>3094</b>									
9294820250401	WAVE APP FEES FOR MAY 2025, IN	CHICAGO	20251355	05/31/2025	11040110-542510	PD	R&M COMMUNICATIONS SYSTEM	\$144.00	0
								<b>144.00</b>	
<b>MUNICIPAL GIS PARTNERS, INC.</b>									
<b>1080</b>									
7963	R-198-2024 - GIS CONSORTIUM SEF	DES PLAINES	20250144	05/30/2025	11050110-532100	PW	PROFESSIONAL SERVICES	\$4,005.39	0
7963	R-198-2024 - GIS CONSORTIUM SEF	DES PLAINES	20250144	05/30/2025	51050110-532100	PW	PROFESSIONAL SERVICES	\$4,005.38	0
								<b>8,010.77</b>	
<b>MURRAY H WEINER</b>									
<b>12325</b>									
2025 MIP	2025 MIP BOOKING AGREEMENT	ELK GROVE	20250299	05/28/2025	11070750-577012	SF	MUSIC IN THE PARK	\$1,750.00	0
								<b>1,750.00</b>	
<b>NALCO WATER PRETREATMENT SOLI</b>									
<b>942</b>									
6660350949	P.I. WATER FOR WW LAB	GLENWOOD	20251398	05/29/2025	51050570-543510	PW	LABORATORY TESTING	\$254.17	0







# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 5/20/2025

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
0551-016251848	0551-016251848	CHICAGO	20251324	05/30/2025	57020580-579990	FN	DISPOSAL CHARGES	\$96,473.96	0
								<b>96,473.96</b>	
<b>RITEWAY PEST CONTROL, INC.</b>									
<b>1416</b>									
435183	RITEWAY PEST CONTROL	ELMHURST	20251359	05/18/2025	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$135.00	0
435228	RITEWAY PEST CONTROL	ELMHURST	20251359	05/30/2025	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$135.00	0
435229	RITEWAY PEST CONTROL	ELMHURST	20251359	05/30/2025	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$135.00	0
437000	RITEWAY PEST CONTROL	ELMHURST	20251359	05/31/2025	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$6,225.00	0
437002	MAY SERVICE	ELMHURST	20251246	05/31/2025	11050440-549990	FN	OTHER CONTRACTUAL SERVICE	\$175.00	0
437003	MAY PEST CONTROL SERVICES, IN	ELMHURST	20251352	05/31/2025	11040110-542110	PD	R&M BUILDING	\$125.00	0
437004	PEST CONTROL	ELMHURST	20250154	05/31/2025	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$175.00	0
								<b>7,105.00</b>	
<b>RKD CONSTRUCTION SUPPLIES</b>									
<b>6908</b>									
1/737720	FORESTRY TOOLS	NORTHLAKE	20251460	05/24/2025	11050430-554510	PW	SMALL TOOLS & EQUIPMENT	\$96.50	0
								<b>96.50</b>	
<b>ROCK VALLEY PUBLISHING, LLC</b>									
<b>6022</b>									
470258	AD - BROWNGATE SUBDIVISION	MACHESNEY P.	20251454	05/10/2025	11050110-541140	PW	LEGAL NOTICES	\$70.00	0
470564	ROCK VALLEY PUBLISHING LLC	MACHESNEY P.	20251346	05/17/2025	11060110-541140	CD	LEGAL NOTICES	\$88.00	0
470565	ROCK VALLEY PUBLISHING LLC	MACHESNEY P.	20251346	05/17/2025	11060110-541140	CD	LEGAL NOTICES	\$88.00	0
								<b>246.00</b>	
<b>ROESCH FORD</b>									
<b>486</b>									
166344	STOCK	BENSENVILLE	20251389	05/22/2025	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$60.18	0
166344-1	STOCK	BENSENVILLE	20251390	05/24/2025	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$180.54	0
166391	#221 - WASTE INDICATOR	BENSENVILLE	20251391	05/24/2025	51050570-542410	PW	R&M VEHICLES	\$19.83	0
								<b>260.55</b>	
<b>RON CLESEN'S ORNAMENTAL PLANT</b>									
<b>1426</b>									
65758	FLOWERS	MAPLE PARK	20251488	06/03/2025	11050430-542811	PW	R&M ROW	\$2,581.90	0
								<b>2,581.90</b>	
<b>RP ADMIN</b>									
<b>1163</b>									
MAY2025	MAY 2025 INSURANCE PREMIUMS	DEERFIELD	20251224	05/31/2025	11000000-214110	AD	PAYROLL DEDUCTN-HEALTH INS	\$173,725.49	9008353
MAY2025	MAY 2025 INSURANCE PREMIUMS	DEERFIELD	20251224	05/31/2025	11000000-214120	AD	PAYROLL DEDUCTN-LIFE INS	\$851.48	9008353
MAY2025	MAY 2025 INSURANCE PREMIUMS	DEERFIELD	20251224	05/31/2025	11000000-214160	AD	PAYROLL DEDUCTN-DENTAL INS	\$8,927.58	9008353
MAY2025	MAY 2025 INSURANCE PREMIUMS	DEERFIELD	20251224	05/31/2025	11000000-214170	AD	PAYROLL DEDUCTN-VISION	\$287.44	9008353

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 5/20/2025

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
<b>RUSSO POWER EQUIPMENT</b>									
<b>8166</b>								<b>183,791.99</b>	
SPI20060286	CHAINSAW SUPPLIES	SCHILLER PARI	20251470	05/31/2025	11050430-554510	PW	SMALL TOOLS & EQUIPMENT	\$147.00	0
SPI21024536	ALL MINERAL STARTER FERTILIZEI	SCHILLER PARI	20251304	05/17/2025	11050430-554120	PW	CHEMICALS	\$47.98	0
SPI21024761	EMA - CARBURETOR	SCHILLER PARI	20251305	05/17/2025	11020190-542410	PW	R&M VEHICLES	\$180.99	0
SPI21069859	WEED CONTROL	SCHILLER PARI	20251469	06/06/2025	11050430-554120	PW	CHEMICALS	\$119.99	0
								<b>495.96</b>	
<b>SARAH'S PONY RIDES INC</b>									
<b>2090</b>									
2025 LIBERTY FES BALANCE DUE - 2025 LIBERTY FES	WILLOW SPRIN		20251182	05/22/2025	11070750-577013	SF	LIBERTY FEST (4 JULY)	\$575.00	0
								<b>575.00</b>	
<b>SIMPLE SANITATION INC</b>									
<b>2161</b>									
I40969	MONTHLY PORTABLE TOILET SER\	ELMHURST	20251336	05/31/2025	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$480.00	0
I41126	MONTHLY PORTABLE TOILET SER\	ELMHURST	20251336	05/31/2025	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$180.00	0
I41127	MONTHLY PORTABLE TOILET SER\	ELMHURST	20251336	06/01/2025	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$180.00	0
								<b>840.00</b>	
<b>SIMPLY BRIAN PRODUCTIONS, LLC</b>									
<b>1647</b>									
2025 MIP	2025 MIP CONTRACT - 6/18/2025	BEACH PARK	20251190	05/24/2025	11070750-577012	SF	MUSIC IN THE PARK	\$2,500.00	0
								<b>2,500.00</b>	
<b>SITEONE LANDSCAPE SUPPLY, LLC</b>									
<b>1225</b>									
152916738-001	224 BARON TREE - FORESTRY TOC	ROSWELL	20251407	05/31/2025	11050430-554510	PW	SMALL TOOLS & EQUIPMENT	\$155.87	0
								<b>155.87</b>	
<b>SMG SECURITY SYSTEMS, INC.</b>									
<b>4295</b>									
211297	SECURITY SYSTEM INSTALL - JOH\	ELK GROVE VIL	20251337	05/30/2025	11174100-542110	SF	R & M BUILDING	\$711.86	0
211298	SECURITY SYSTEM INSTALL - JOH\	ELK GROVE VIL	20251337	05/30/2025	11174100-542110	SF	R & M BUILDING	\$711.86	0
								<b>1,423.72</b>	
<b>SMITH, VINCE (E)</b>									
<b>1813</b>									
WATERCON41425	WATER LICENSE TRAINING	LA GRANGE HIK		05/16/2025	51050540-521510	FN	TRAINING PROGRAMS/SESSIONS	\$246.40	0
								<b>246.40</b>	
<b>SNAP-ON CREDIT</b>									
<b>10848</b>									
126558196-0425	MONTHLY SOFTWARE SUBSCRIPT	LIBERTYVILLE	20250127	05/10/2025	11050490-554510	PW	SMALL TOOLS & EQUIPMENT	\$66.63	0





## Page 25 of 30

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
04.25.25	CHILD SUPPOT PR WH	CAROL STREA	20251242	05/25/2025	11000000-217500	FN	PAYROLL DEDUCTN-COURT ORD	\$435.69	9008347
05.09.25	STATE DISBURSEMENT UNIT	CAROL STREA	20251484	06/08/2025	11000000-217500	FN	PAYROLL DEDUCTN-COURT ORD	\$435.69	9008366
SUBURBAN DRIVELINE, INC.									
1109									
71190	#219 - SAFETY CERTIFICATE	VILLA PARK	20251404	05/17/2025	11050440-542410	PW	R&M VEHICLES	\$45.00	0
71198	#211 - SAFETY CERTIFICATE	VILLA PARK	20251403	05/22/2025	11050490-542410	PW	R & M VEHICLES	\$45.00	0
71200	#231 - SAFETY CERTIFICATE	VILLA PARK	20251406	05/23/2025	51050540-542410	PW	R&M VEHICLES	\$45.00	0
71202	#223 - SAFETY CERTIFICATE	VILLA PARK	20251405	05/23/2025	11050110-542410	PW	R&M VEHICLES	\$45.00	0
71203	#218 - SAFETY CERTIFICATE	VILLA PARK	20251402	05/23/2025	51050540-542410	PW	R&M VEHICLES	\$45.00	0
SUBURBAN LABORATORIES INC.									
3008									
GA4000021	R-169-2024 - 2025-2026 DRINKING V	GENEVA	20250039	09/29/2024	51050570-543510	PW	LABORATORY TESTING	\$448.00	0
GA4000227	R-169-2024 - 2025-2026 DRINKING V	GENEVA	20250039	10/01/2024	51050570-543510	PW	LABORATORY TESTING	\$608.00	0
GA4000403	R-169-2024 - 2025-2026 DRINKING V	GENEVA	20250039	10/31/2024	51050570-543510	PW	LABORATORY TESTING	\$1,120.00	0
GA40000576	R-169-2024 - 2025-2026 DRINKING V	GENEVA	20250039	12/01/2024	51050570-543510	PW	LABORATORY TESTING	\$336.00	0
GA50000105	R-169-2024 - 2025-2026 DRINKING V	GENEVA	20250039	12/31/2024	51050570-543510	PW	LABORATORY TESTING	\$464.00	0
GA5002337	R-168-2024 WW SAMPLING & ANAL`	GENEVA	20250038	05/31/2025	51050577-543510	PW	LABORATORY TESTING	\$788.30	0
GA5002338	R-168-2024 WW SAMPLING & ANAL`	GENEVA	20250038	05/31/2025	51050577-543510	PW	LABORATORY TESTING	\$80.00	0
GA5002340	R-168-2024 WW SAMPLING & ANAL`	GENEVA	20250038	05/31/2025	51050577-543510	PW	LABORATORY TESTING	\$378.08	0
GA5002341	R-168-2024 WW SAMPLING & ANAL`	GENEVA	20250038	05/31/2025	51050577-543510	PW	LABORATORY TESTING	\$839.18	0
GA5002342	R-168-2024 WW SAMPLING & ANAL`	GENEVA	20250038	05/31/2025	51050577-543510	PW	LABORATORY TESTING	\$445.92	0
GA5002343	R-168-2024 WW SAMPLING & ANAL`	GENEVA	20250038	05/31/2025	51050577-543510	PW	LABORATORY TESTING	\$567.12	0
TEAM SPORT PRO LTD									
1033									
5-5688	INV# 5-5688 GROUND HOME PLATE	GLENVIEW	20251333	05/30/2025	11070720-542310	SF	R & M EQUIPMENT	\$149.90	0
TEMPERATURE EQUIPMENT CORP									
1203									
8488804-00	ADDITIONAL THERMOSTATS FOR V	MINNEAPOLIS	20251272	05/11/2025	11050440-542110	PW	R&M BUILDING	\$225.00	0
8491204-00	THERMOSTATS FOR VILLAGE HALL	MINNEAPOLIS	20251271	05/14/2025	11050440-542110	PW	R&M BUILDING	\$450.00	0
8491209-00	THERMOSTATS FOR VILLAGE HALL	MINNEAPOLIS	20251270	05/14/2025	11050440-542110	PW	R&M BUILDING	\$410.00	0
8491249-00	THERMOSTATS FOR VILLAGE HALL	MINNEAPOLIS	20251269	05/14/2025	11050440-542110	PW	R&M BUILDING	\$205.00	0
TERRACE SUPPLY COMPANY									
3012									
								1,290.00	

## Page 26 of 30

Page 26 of 30

Page 26 of 30



# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 5/20/2025

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
070468	METER PIT PARTS	PLAINFIELD	20251299	12/13/2024	51050540-552520	PW	WATER MAIN PARTS	\$50.00	0
072288	WATERMAIN PARTS	PLAINFIELD	20251496	05/30/2025	51050540-552520	PW	WATER MAIN PARTS	\$5,748.00	0
								<b>5,798.00</b>	
<b>UNDERGROUND SPORTS PRINT CO IN</b>									
<b>2263</b>									
4412	INV# 4412 UNIFORMS - THEATER	ADDISON	20251369	05/07/2025	11070790-554810	SF	UNIFORMS-PURCHASE	\$996.00	0
								<b>996.00</b>	
<b>UNITED REFRIGERATION, INC.</b>									
<b>1342</b>									
12161277-00	INV# 12161277-00 BELT	DALLAS	20251204	05/25/2025	11174100-542110	SF	R & M BUILDING	\$28.20	0
								<b>28.20</b>	
<b>USABLUETOOTH</b>									
<b>6491</b>									
INV00595505	WWTP LAB SUPPLIES	GURNEE	20251458	02/15/2025	51050570-552550	PW	LAB SUPPLIES	\$261.96	0
INV00646067	HYDRANT PARTS	GURNEE	20251456	04/18/2025	51050540-552520	PW	WATER MAIN PARTS	\$226.95	0
INV00658432	WWTP LAB SUPPLIES	GURNEE	20251497	04/20/2025	51050570-552550	PW	LAB SUPPLIES	\$3,456.84	0
INV00687359	WWTP CHLORINATION PUMP	GURNEE	20251301	05/21/2025	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$187.72	0
								<b>4,133.47</b>	
<b>VERIZON WIRELESS</b>									
<b>11240</b>									
442003865-00001-C	SERVICE DATES 3/24/25-4/23/25	LEHIGH VALLE	20251255	05/23/2025	11020180-541315	FN	CELL PHONE SERVICE & EQUIPME	\$2,966.66	0
442003865-00002-C	FEB 24- MAR 25 & MAR 27- APR 23	LEHIGH VALLE	20251326	04/22/2025	11020180-541315	FN	CELL PHONE SERVICE & EQUIPME	\$236.25	0
442003865-00003-C	FEB 24- MAR 25 & MAR 27- APR 23	LEHIGH VALLE	20251326	05/23/2025	11020180-541315	FN	CELL PHONE SERVICE & EQUIPME	\$196.25	0
585520014-00001-C	SERVICE DATES 3/20/25-4/19/25	LEHIGH VALLE	20251382	05/19/2025	11040380-542100	FN	MAINTENANCE AGREEMENTS	\$695.51	0
6111750906	SERVICE DATES 03/24/25-04/23/25	LEHIGH VALLE	20251364	05/23/2025	11020180-541315	FN	CELL PHONE SERVICE & EQUIPME	\$236.21	0
								<b>4,330.88</b>	
<b>VILLAGE OF ADDISON</b>									
<b>4323</b>									
2026-00050001	DISPATCH SERVICES, INV #2026-00	ADDISON	20251371	06/01/2025	11040380-571010	PD	INTERGOVT PROG/CONTRIB.	\$89,442.50	0
								<b>89,442.50</b>	
<b>VILLAGE OF BENSENVILLE</b>									
<b>3100</b>									
04.25.25	POLICE PENSION PR WH		20251259	05/25/2025	11000000-212140	FN	PAYROLL DEDUCTN-POL PENSIOI	\$13,782.94	9008352
5.9.25	POLICE PENSION		20251507	06/08/2025	11000000-212140	FN	PAYROLL DEDUCTN-POL PENSIOI	\$13,782.94	9008365
								<b>27,565.88</b>	
<b>VILLAGE OF ITASCA</b>									
<b>2060</b>									
INV01336	CPKC COALITION - MAY 2025	ITASCA	20251489	06/01/2025	11010010-532810	PW	PROJECT MANAGEMENT SERVICE	\$11,236.37	0

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 5/20/2025

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
WALT DISNEY STUDIOS MOTION PICT									
7086									
SNOW WHITE	MOVIE RENTAL FEES - THE AMATE	DALLAS	20251372	05/25/2025	11070790-547910	SF	MOVIE RENTAL FEES	\$28.08	0
THE AMATEUR	MOVIE RENTAL FEES - THE AMATE	DALLAS	20251372	05/25/2025	11070790-547910	SF	MOVIE RENTAL FEES	\$177.85	0
THE AMATEUR W/	MOVIE RENTAL FEES - THE AMATE	DALLAS	20251498	05/25/2025	11070790-547910	SF	MOVIE RENTAL FEES	\$74.46	0
								280.39	
WAREHOUSE DIRECT, INC.									
1077									
5901141-0	SUPPLIES FOR ADMIN OFFICE, INV	DES PLAINES	20251350	04/24/2025	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$24.18	0
5901141-1	D2016 BATTERIES FOR PATROL, IN	DES PLAINES	20251486	04/27/2025	11040340-554510	PD	SMALL TOOLS & EQUIPMENT	\$26.48	0
5913834-0	INV# 5913834-0 MISC CLEANING - T	DES PLAINES	20251185	05/17/2025	11070790-542112	SF	R & M BUILDING-CLEANING	\$173.06	0
5916087-0	OFFICE SUPPLIES - PW	DES PLAINES	20251399	05/23/2025	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$74.00	0
5916087-0	OFFICE SUPPLIES - PW	DES PLAINES	20251399	05/23/2025	51050110-551110	PW	MATERIAL/SUPPLIES	\$90.00	0
5916087-0	OFFICE SUPPLIES - PW	DES PLAINES	20251399	05/23/2025	51050570-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$60.29	0
5918051-0	INV# 5918051-0 MISC CLEANING - J	DES PLAINES	20251202	05/25/2025	11174100-542112	SF	R&M BUILDING-CLEANING	\$378.15	0
5922186-0	OFFICE SUPPLIES FOR PD, INV #59	DES PLAINES	20251351	06/01/2025	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$28.60	0
5923956-0	FINANCE SUPPLIES	DES PLAINES	20251379	06/07/2025	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$139.05	0
IN588484	CED TONER FOR PRINTER	DES PLAINES	20251223	05/21/2025	11060110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$179.54	0
IN588906	CED TONER FOR PRINTER	DES PLAINES	20251223	05/23/2025	11060110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$225.78	0
								1,399.13	
WENTWORTH TIRE - BENSENVILLE									
3510									
40087370	NEW TIRES FOR SQUAD #319, INV ;	BENSENVILLE	20251356	05/28/2025	11040110-542410	PD	R&M VEHICLES	\$631.56	0
								631.56	
WESTBROOK STRATEGIC CONSULTA									
1198									
314	CONSULTING 04/01/2025 - 05/01/202	WESTCHESTEF	20251244	05/02/2025	11020110-532810	FN	PROJECT MANAGEMENT SERVICE	\$3,750.00	0
317	CONSULTING 04/01/2025 - 05/01/202	WESTCHESTEF	20251244	05/31/2025	11020110-532810	FN	PROJECT MANAGEMENT SERVICE	\$3,750.00	0
								7,500.00	
WHOLESALE DIRECT									
8440									
000273841	#211 - PNLT MOUNT 12" SHANK - M/	CHICAGO	20251306	05/15/2025	11050490-542410	PW	R & M VEHICLES	\$263.85	0
								263.85	
WILD DAISY									
2317									
2025 LIBERTYFES	PERFORMANCE CONTRACT - 2025	NORTH AUROR	20251196	05/24/2025	11070750-577013	SF	LIBERTY FEST (4 JULY)	\$2,500.00	0
								2,500.00	

EXPENDITURE APPROVAL LIST  
FOR CHECKS DATED: 5/20/2025

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
ZIONS BANCORPORATION, NATIONAL									
2209									
42325	ILLINOIS 2014B ESCROW	SALT LAKE CIT	20251250	05/20/2025	41000000-111025	FN	ZIONS BANK-2014B SINKING FUND	\$22,500.00	9008341
								22,500.00	
CHECK TOTAL: 1,066,769.90									
WIRE/MANUAL TOTAL: 802,387.70									
EXPENDITURE TOTAL: 1,869,157.60									

**TYPE:**Ordinance**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**May 20, 2025**DESCRIPTION:**Ordinance Amending Title 3, Chapter 3, Section 13 - Liquor License Closing Hours of the Bensenville Village Code**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☐*Financially Sound Village*☐*Enrich the lives of Residents**Quality Customer Oriented Services**Major Business/Corporate Center**X**Safe and Beautiful Village**Vibrant Major Corridors***COMMITTEE ACTION:**

This item was approved unanimously (4-0) at the Committee of the Whole.

**DATE:**

May 13, 2025

**BACKGROUND:**

The Village of Bensenville Village Code, Section 3-3-13 regulates the sale of alcohol in the Village of Bensenville.

The sale of alcohol in Bensenville is Monday-Saturday 6:00am - 2:00am and varies on Sundays.

Holders of a Class E1, E2, H, I, J and K-1 are allowed to sell on Sundays from 9:00am-2:00am.

Holders of Class A, B and F are limited to sell on Sundays at 12:00pm-2:00am.

**KEY ISSUES:**

The Village has received a request from Class A license holders to match those of Class E1, E2, H, I, J, K and K-1 to allow for the sale of alcohol on Sunday from 9:00am -2:00am.

Current Class A License holders are: 3'Js, DeCampana and Monty's.

**ALTERNATIVES:**

Discretion of the Board.

**RECOMMENDATION:**

Staff recommends the approval of the proposed ordinance Amending Title 3, Chapter 3, Section 13 - Liquor License Closing Hours of the Bensenville Village Code

**BUDGET IMPACT:**

None.

**ACTION REQUIRED:**

Approval or denial of the proposed ordinance.

**ATTACHMENTS:****Description**

Amending 3-3 Closing Hours

**Upload Date**

5/6/2025

**Type**

Cover Memo

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

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

**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 creation of a class K-1 license; the following language shall be inserted in lieu thereof:

“3-3-13 CLOSING HOURS:

No person licensed under this chapter may sell at retail, give away or consume alcoholic liquor between the hours of two o'clock (2:00) A.M. and six o'clock (6:00) A.M. on Monday through Saturday. Persons holding Class A, E-1, E-2, H, J, K and K-1 licenses under this chapter shall not sell at retail, give away, or allow consumption of alcoholic liquor on the licensed premises between the hours of two o'clock (2:00) A.M. and nine o'clock (9:00) A.M. on Sunday. All other persons licensed under this chapter shall not sell at retail, give away, or allow consumption of alcoholic liquor on the licensed premises between the hours of two o'clock (2:00) A.M. and twelve o'clock (12:00) noon on Sunday. A person licensed to sell at retail any alcoholic liquor may do so on the day of any national, State, County or Municipal election, including primary elections during the hours the polls are open and such other times as provided by this chapter.

Every person licensed under this chapter to sell alcoholic liquor at retail shall cause all lights of all outside advertising display or illuminating signs to be turned off at the closing hour established under this section.”

**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 20th day May, 2025.

APPROVED:

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

ATTEST:

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



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

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

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

**TYPE:**Ordinance**SUBMITTED BY:**K. Quinn**DEPARTMENT:**CED**DATE:**5.20.25**DESCRIPTION:**Ordinance Granting Special Use Permit (Outdoor Storage Area) at 1069 Bryn Mawr**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☐*Financially Sound Village*☐*Enrich the lives of Residents*

X

*Quality Customer Oriented Services**Major Business/Corporate Center**Safe and Beautiful Village**Vibrant Major Corridors***COMMITTEE ACTION:**

COW 4-0

**DATE:**

5.13.25

**BACKGROUND:**

1. The Petitioner, SCC Contractors Group, Inc., is seeking approval of a Special Use Permit, Outdoor Storage Area.
2. They have a 5,000 square foot office space within the building at 1069 Bryn Mawr Avenue, with a storage area in the rear of the property that is 7,800 square feet.
3. Outdoor storage is allowed as an additional primary use to their current business.
4. Any outdoor storage that exceeds 25% of the property (in multi-tenant buildings the unit) requires a Special Use Permit.
5. Based on an aerial view of the property, it does not appear as if the outdoor storage area is screened or striped for truck parking.

**KEY ISSUES:**

1. The proposed outdoor storage area is in the rear yard.
2. The proposed outdoor storage area must be brought up to code.

**ALTERNATIVES:**

Discretion of the Board

**RECOMMENDATION:**

1. Staff recommends the Approval of Findings of Fact consistent with all standards being met, and therefore recommends the approval of the Special Use Permit with the following conditions:
  - a. The Special Use Permit be granted solely to SCC Contractors Group, Inc. and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.
  - b. The portion of the property designated as the outdoor storage area must be paved.
  - c. Engineering plans and stormwater report water report must be provided for proposed site grading modifications, storage lot paving, and PCBMP facility.

CDC voted 4-1 to recommend approval.

**BUDGET IMPACT:**

NA

**ACTION REQUIRED:**

Approval of an Ordinance Granting Special Use Permit (Outdoor Storage Area) at 1069 Bryn Mawr

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Cover Page	5/13/2025	Cover Memo
Aerial & Zoning	5/13/2025	Backup Material
Legal Notice	5/13/2025	Backup Material
Application	5/13/2025	Backup Material
Staff Report	5/13/2025	Executive Summary
Plat of Survey	5/13/2025	Backup Material
Draft CDC Minutes	5/13/2025	Backup Material
Ordinance	5/13/2025	Ordinance



# BENSENVILLE

GATEWAY TO OPPORTUNITY

**Community Development Commission  
Public Hearing 05.06.25**

**CDC Case #2025 – 10**

**SCC Contractors Group, Inc.  
1069 Bryn Mawr Ave**

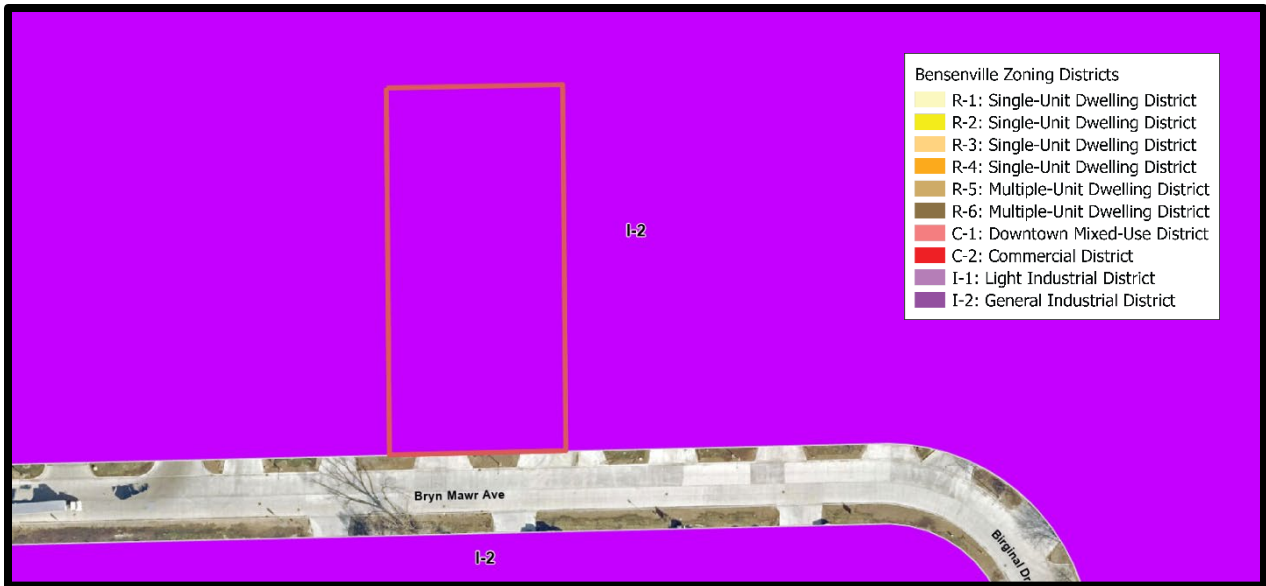
**Special Use Permit, Outdoor Storage Area  
Municipal Code Section 10 – 7 – 2 – 1**

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





# Village of Bensenville



**LEGAL NOTICE/PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Meeting of the Community Development Commission of the Village of Bensenville, DuPage and Cook Counties, will be held on Tuesday, May 6, 2025, at 6:30 P.M, at which a Public Hearing will be held to review case No. 2025 – 10 to consider a request for:

Special Use Permit, Motor Vehicle Repair and/or Service  
Municipal Code 10 – 7 – 2 – 1

At 1069 Bryn Mawr Avenue is an existing I-2 General Industrial District. The Public Hearing will be held in the Village Board Room at Village Hall, 12. S. Center Street, Bensenville.

The Legal Description is as follows:

THE EAST 77.28 FEET OF LOT 1 AND THE WEST 64.72 FEET OF LOT 2 IN O'HARE WEST INDUSTRIAL PLAZA BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 11 AND THE SOUTHWEST ¼ OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT TERE OF RECORDED APRIL 28, 1971 AS DOCUMENT NO. R71-16332 AND CERTIFICATE OF CORRECTION FILED FEBRUARY 21, 1973 AS DOCUMENT R73-9686 IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 1069 Bryn Mawr Avenue.

Jay Patel of 7N245 Parkside Avenue, Itasca, Illinois 60143 is the owner of the subject property and SCC Contractors Group, Inc. of 3912 Scoville Avenue, Stickney, Illinois 60402 is the applicant for the subject property.

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

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend the Public Hearing and be heard. Written comments mailed to the Village Hall, and online comments submitted on the Village website, will be accepted by the Community and Economic Development Department through May 6, 2025 until 5:00 PM.

Office of the Village Clerk  
Village of Bensenville

**TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT  
APRIL 17, 2025**

✱

For Office Use Only		
Date of Submission: 3/3/25	MUNIS Account #: 14620	CDC Case #: 2025-10

# COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 1069. Bryn Mawr Ave Bensenville IL 60106

Property Index Number(s) (PIN): 03-02-301-011

## A. PROPERTY OWNER:

Name Jay Patel Corporation (if applicable)  
 Street 7N245 Parkside Ave  
 City Itasca IL 60143  
 State IL Zip Code 60143  
 Contact Person Telephone Number 847-456-5419 Email Address pcb@generalelectro.com

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

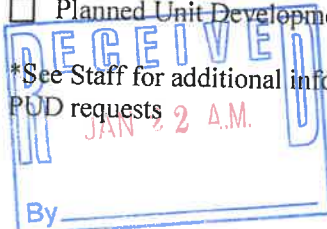
## B. APPLICANT: ☐ Check box if same as owner

Name VICTOR SANDOURC SCL CONTRACTORS GROUP, INC.  
 Corporation (if applicable)  
 Street 3912 SCOVILLE AVE  
 City STICKNEY IL 60402  
 State IL Zip Code 60402  
 Contact Person VICTOR Telephone Number 708 378 3230 Email Address VICTOR@SCLCONTRACTORS.COM

## B. ACTION REQUESTED (Check applicable):

- ☐ Site Plan Review
- ☒ Special Use Permit
- ☐ Variation
- ☐ Administrative Adjustment
- ☐ Zoning Text or Map Amendment
- ☐ Zoning Appeal
- ☐ Plat of Subdivision
- ☐ Annexation
- ☐ Planned Unit Development\*

\*See Staff for additional information on PUD requests



## SUBMITTAL REQUIREMENTS:

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

\*\*Item located within this application packet.



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

Use of Rear of Lot For Storage of Vehicles and Small Equipment.

C. PROJECT DATA:

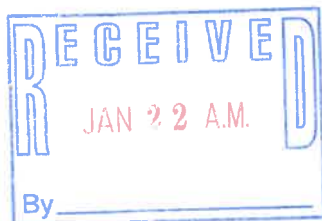
1. General description of the site: \_\_\_\_\_
2. Acreage of the site: \_\_\_\_\_ Building Size (if applicable): \_\_\_\_\_
3. Is this property within the Village limits? (Check applicable below)
  - ☒ Yes
  - ☐ No, requesting annexation
  - ☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.
4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)  
NONE

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	<u>I-2</u>	<u>Industrial</u>	<u>Village of Bensenville</u>
North:	<u>I-2</u>	<u>Industrial</u>	<u>Village of Bensenville</u>
South:	<u>I-2</u>	<u>Industrial</u>	<u>Village of Bensenville</u>
East:	<u>I-2</u>	<u>Industrial</u>	<u>Village of Bensenville</u>
West:	<u>I-2</u>	<u>Industrial</u>	<u>Village of Bensenville</u>

D. APPROVAL STANDARDS:

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





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

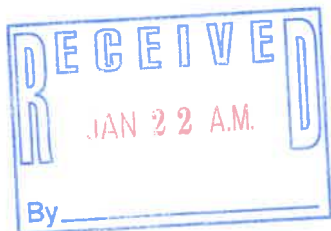
The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be deemed to limit or waive the Village's right to seek relief of such fees against any or all responsible parties in a court of competent jurisdiction.

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

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

VICTOR SANDOVAL  
Petitioner/Applicant

01-15-25  
Date



☆

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

**AFFIDAVIT OF OWNERSHIP**

I VICTOR SANDOVAL the undersigned Affiant, being first duly sworn, on oath states:

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

**IN WITNESS WHEREOF**, the undersigned has executed this Affidavit of Ownership this

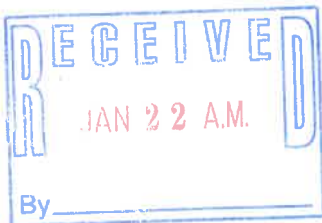
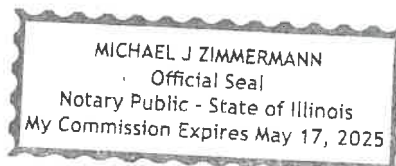
17<sup>TH</sup> day of, JANUARY, 2025

  
Signature

**SUBSCRIBED and SWORN to**

before me this 17 day of, January, 2025.

  
Notary Public



To whom it may concern,

SCC plans to use the area at the back of the property located at 1069 Bryn Mawr Ave as a storage and parking area for our vehicles and small equipment. None of the vehicles or equipment pose a danger to the health, safety, comfort or general welfare of public.

The use of the rear of the property is compatible with adjacent properties within immediate vicinity to the proposed area to be used. Loading docks to the north, manufacturing to the west, distributor offices to the south and a contractor to the east also using the rear of the property as storage area.

By using the rear of the property with existing entrances and roadways there will be no impeding of development of any adjacent properties.

The proposed area to be used for storing our equipment and parking our vehicles will not require utilities, access roads, drainage or any other facilities or services. The area will be used for storage and parking as stated. There is no work conducted in the area that requires any utilities, access roads or any other facilities.

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

Respectfully submitted,

Victor Sandoval



**STAFF REPORT**

**HEARING DATE:** May 6, 2025  
**CASE #:** 2025 – 10  
**PROPERTY:** 1069 Bryn Mawr Avenue  
**PROPERTY OWNER:** Jay Patel  
**APPLICANT:** SCC Contractors Group, Inc.  
**SITE SIZE:** .98 acres  
**BUILDING SIZE:** 10,320 SF  
**PIN NUMBER:** 03-02-301-011  
**ZONING:** I-2 General Industrial  
**REQUEST:** Special Use Permit, Outdoor Storage Area  
*Municipal Code 10 – 7 – 2 – 1*

**PUBLIC NOTICE:**

1. A Legal Notice was published in the Bensenville Independent on Thursday, April 17, 2025. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on Thursday, April 17, 2025.
3. On Wednesday, April 16, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

**SUMMARY:**

The Petitioner, SCC Contractors Group, Inc., is seeking approval of a Special Use Permit, Outdoor Storage Area. They have a 5,000 square foot office space within the building at 1069 Bryn Mawr Avenue, with a storage area in the rear of the property that is 7,800 square feet. Outdoor storage is allowed as an additional primary use to their current business. Any outdoor storage that exceeds 25% of the property (in multi-tenant buildings the unit) requires a Special Use Permit. Based on an aerial view of the property, it does not appear as if the outdoor storage area is screened or striped for truck parking.

**SURROUNDING LAND USES:**

	<b>Zoning</b>	<b>Land Use</b>	<b>Comprehensive Plan</b>	<b>Jurisdiction</b>
<b>Site</b>	I-2	Industrial	Regional Commercial	Village of Bensenville
<b>North</b>	I-2	Industrial	Regional Commercial	Village of Bensenville
<b>South</b>	I-2	Industrial	Industrial	Village of Bensenville
<b>East</b>	I-2	Industrial	Regional Commercial	Village of Bensenville
<b>West</b>	I-2	Industrial	Regional Commercial	Village of Bensenville

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

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

Finance:

- 1) U/B account is up to date with no liens.

Police:

- 1) No comments.

Engineering and Public Works:

- 1) The section that they are proposing to add as outdoor storage is aggregate and dirt. It is recommended to pave this section of outdoor storage paved.
- 2) If paved there will be an increase in the impervious area that will likely exceed the DCSFPO threshold for post-construction best management practices (PCBMPs). Section 15-63 of the DCSFPO states that on-site post-construction best management practices (PCBMPs) and volume control best management practices (VCBMPs) are required to treat stormwater runoff for pollutants and reduce runoff volume for all developments with 2,500 square feet or more net new impervious area since April 23, 2013. An existing and proposed impervious area exhibit delineating, shading and labeling the existing/proposed impervious areas must be provided to document the change in impervious area.
- 3) Engineering plans and stormwater report water report will be required for proposed site grading modifications, storage lot paving, and PCBMP facility.

Community & Economic Development:Economic Development:

- 1) No comments.

Fire Safety:

- 1) No comments.

Building:

- 1) No comments.

Planning:

- 1) The 2015 Comprehensive Plan indicates “Regional Commercial”.
- 2) The current zoning is I-2 General Industrial District.
- 3) The applicant is seeking a Special Use Permit to allow an Outdoor Storage Area at 1069 Bryn Mawr.
- 4) Per Municipal Code Section 10 – 11 – 2, an “Outdoor Storage Area” is an “area for the storage of materials, equipment, machinery, or motor vehicles used in the conduct of a business.”
- 5) Per Municipal Code Section 10 – 7 – 3X, Outdoor Storage Area, the following standards apply:
  - a. Location: Outdoor storage areas shall be located on an improved surface in the interior side yard or rear yard.
  - b. Height: Materials stored in an outdoor storage area shall not exceed eight feet (8') in height within twenty feet (20') of any lot line.
  - c. Uses: Outdoor storage areas are allowed as an accessory use provided such areas do not occupy more than twenty five percent (25%) of the gross lot area. Outdoor storage areas are allowed as a principal use in association with the following principal uses: garden center, motor vehicle rental, motor vehicle repair and/or service, motor vehicle sales, heavy industrial, light industrial, medium industrial, machinery and equipment sales and rental, and warehousing, storage, or distribution facility. Outdoor storage areas may be allowed as a principal use in association with other principal uses with prior written approval by the Zoning Administrator.
    - i. *The current principal use on the property is light industrial.*
    - ii. *The applicant's unit is 5,000 square feet. The proposed 7,800 square outdoor storage area exceeds the 25% gross lot area standard.*
  - d. Screening: The requirements of section 10-9-7, "Screening Requirements", of this title shall apply to outdoor storage areas. No stackable materials or goods shall be piled or stacked so that they are visible above the height of the screen.
- 6) Per Municipal Code Section 10-8-11C, Off-Street Loading Facility Requirements Dimensions, loading spaces shall have a minimum width of twelve feet (12'), minimum length of sixty feet (60'), and minimum vertical clearance of fourteen feet (14').
  - a. If a truck is to be stored in the proposed outdoor storage area, the area must be properly striped according to these standards.
- 7) Per Municipal Code Section 10-8-11D, Off-Street Loading Facility Requirements Location, all loading spaces shall be located on the same zoning lot as the use served, unless an alternate location has been approved by the Zoning Administrator through the site plan review process (see section 10-3-2, "Site Plan Review", of this title).
  - a. Side Or Rear Yard: Loading facilities shall be located on the side and/or rear yard of the lot. A designated loading area may be located within a drive aisle with prior written approval from the Zoning Administrator.
- 8) Per Municipal Code Section 10-9-7B, Screening Requirements, the following standards apply:
  - a. Location: Refuse areas shall be located in the interior side yard or rear yard. Refer to subsections 10-7-3W, "Outdoor Storage Area", and 10-7-4C13, "Mechanical Equipment", of this title for location requirements for outdoor storage and ground-mounted mechanical equipment standards.
  - b. Opaque Fence Or Wall: The refuse area or outdoor storage area shall be completely screened by an opaque masonry wall or fence on three (3) sides, and

an opaque gate on the fourth side. The wall of a principal structure may serve as a screening wall.

- i. **Height:** The fence or wall shall not exceed eight feet (8') in height.
- ii. **Complementary Design:** Screening elements should complement the architectural style of the primary building on-site and use building materials similar to those used for the primary building.
- iii. **Gate:** The enclosure of the refuse area or outdoor storage area shall be gated, and remain locked except during times of refuse deposit or collection.
- iv. **Landscape Elements:** Landscape shrubs or native grasses may be installed on three (3) sides of the area, with plantings located between the fencing and back of curb, and screening the full length of each side. Installed shrubs shall form a continuous hedge comprised of individual small shrubs of an appropriate species that are adaptable to being grown as a hedge, with a minimum width of twenty four inches (24"), spaced thirty six inches (36") on center.

***Applicant Response:***

**APPROVAL STANDARDS FOR SPECIAL USE**

1. **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.
2. **Neighborhood Character:** The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.
3. **Orderly Development:** The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.
4. **Use of Public Services and Facilities:** The proposed special use will not require utilities, access roads, drainage and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.
5. **Consistent with Title and Plan:** The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Staff feels the following approval standards have been met.

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

## **RECOMMENDATIONS:**

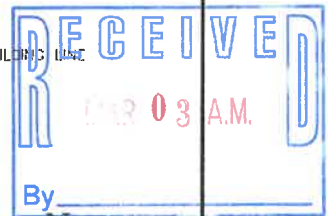
1. Staff recommends the Approval of Findings of Fact consistent with all standards being met, and therefore recommends the approval of the Special Use Permit with the following conditions:
  - a. The Special Use Permit be granted solely to SCC Contractors Group, Inc. and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.
  - b. The portion of the property designated as the outdoor storage area must be paved.
  - c. Engineering plans and stormwater report water report must be provided for proposed site grading modifications, storage lot paving, and PCBMP facility.

Respectfully Submitted,  
Department of Community & Economic Development



**OF**

COMMON ADDRESS: 1069 BRYN MAWR AVENUE



IPLS No. 3354

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

**MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION**

May 6, 2025

**CALL TO ORDER:** The meeting was called to order by Chairman Rowe at 6:30p.m.

**ROLL CALL :** Upon roll call the following Commissioners were present:  
Rowe, Ciula, Marcotte, Rott, Wasowicz  
Absent: Chambers, Ortiz  
A quorum was present.

**STAFF PRESENT:** K. Quinn, C. Williamsen, Village Attorney, Ryan Morton

**JOURNAL OF PROCEEDINGS:** The minutes of the Special Community Development Commission Meeting of the April 8, 2025 were presented.

**Motion:** Commissioner Rott made a motion to approve the minutes as presented. Commissioner Marcotte seconded the motion.

All were in favor. Motion carried.

Village Planner, Kevin Quinn were present and sworn in by Chairman Rowe.

**PUBLIC COMMENT:** There was no Public Comment.

**Public Hearing:** CDC Case Number 2025-10  
**Petitioner:** SCC Contractors Group, Inc.  
**Location:** 1069 Bryn Mawr Avenue  
**Request:** Special Use Permit, Outdoor Storage Area  
*Municipal Code 10 – 7 – 2 – 1*

**Motion:** Commissioner Rott made a motion to open CDC Case No. 2025-10. Commissioner Marcotte seconded the motion.

**ROLL CALL :** Upon roll call the following Commissioners were present:  
Rowe, Ciula, Marcotte, Rott, Wasowicz  
Absent: Chambers, Ortiz

A quorum was present.

Chairman Rowe opened CDC Case No. 2025-10 at 6:31 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, April 17, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on April 17, 2025. Mr. Quinn stated on April 16, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner, SCC Contractors Group, Inc., is seeking approval of a Special Use Permit, Outdoor Storage Area. Mr. Quinn stated the Petitioner they have a 5,000 square foot office space within the building at 1069 Bryn Mawr Avenue, with a storage area in the rear of the property that is 7,800 square feet. Mr. Quinn stated the Petitioner outdoor storage is allowed as an additional primary use to their current business. Mr. Quinn stated the Petitioner any outdoor storage that exceeds 25% of the property (in multi-tenant buildings the unit) requires a Special Use Permit. Based on an aerial view of the property, it does not appear as if the outdoor storage area is screened or striped for truck parking.

Victor Sandoval, owner of SCC Contractors Group, Inc. was present and sworn in by Chairman Rowe. Mr. Sandoval stated he does not have a business on the property. Mr. Sandoval stated his wife has a company they occupies a business at the location. Mr. Sandoval stated he owns a construction company they is registered in another town. Mr. Sandoval stated he spoke to the property owner about storing his equipment on site. Mr. Sandoval stated their agreement is that Mr. Sandoval repair the parking lot in exchange to store his equipment when its not being used.

Commissioner Rowe asked what will be stored outside. Mr. Sandoval stated three trucks and two trailers.

### **Public Comment**

Chairman Rowe asked if there were any members of the Public that would like to make comment. There were none.

Mr. Quinn reviewed the approval standards for proposed Special Use consisting of:

1. **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.
2. **Neighborhood Character:** The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.
3. **Orderly Development:** The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.
4. **Use of Public Services and Facilities:** The proposed special use will not require utilities, access roads, drainage and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.
5. **Consistent with Title and Plan:** The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Quinn stated:

1. Staff recommends the Approval of Findings of Fact consistent with all standards being met, and therefore recommends the approval of the Special Use Permit with the following conditions:
  - a. The Special Use Permit be granted solely to SCC Contractors Group, Inc. and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the

- CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.
- b. The portion of the property designated as the outdoor storage area must be paved.
  - c. Engineering plans and stormwater report water report must be provided for proposed site grading modifications, storage lot paving, and PCBMP facility.

Commissioner Rott asked for the reason Staff is requiring asphalt. Mr. Quinn explained parking on an unapproved surface is not allowed in Bensenville.

Motion: Commissioner Rott made a motion to close CDC Case No. 2025-10. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-10 at 6:41 p.m.

Motion: Commissioner Rott made a motion to approve Special Use Permit, Outdoor Storage Area, Municipal Code Section 10-7-2-1 with Staff's Recommendations. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Marcott, Rott

Nays: Wasowicz

Motion carried.

**Public Hearing:** CDC Case Number 2025-11  
**Petitioner:** City of Elmhurst  
**Location:** 3N784 Church Road / 1008 Church Road  
**Request:** Variation, Pole Sign  
*Municipal Code Section 10 – 10 – 7 – 9*

**Motion:** Commissioner Rott made a motion to open CDC Case No. 2025-11. Commissioner Wasowicz seconded the motion.

**ROLL CALL :** Upon roll call the following Commissioners were present:  
Rowe, Ciula, Marcotte, Rott, Wasowicz  
Absent: Chambers, Ortiz  
A quorum was present.

Chairman Rowe opened CDC Case No. 2025-11 at 6:43 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, April 17, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on April 17, 2025. Mr. Quinn stated on April 16, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner is requesting a Variation to allow a pole sign at the Churchville Schoolhouse property. Mr. Quinn stated the proposed sign is mounted on two decorative posts rather than a base, so as to maintain the desired antiquated aesthetic of the site. Mr. Quinn stated Village Zoning Ordinance prohibits pole signs in all zoning districts. Mr. Quinn stated a variance was approved at this location for this purpose in Ordinance #45-2020.

Dave Oberg, employee of City of Elmhurst was present and sworn in by Chairman Rowe. Mr. Oberg stated he appeared in front to the Commission in 2020 and the proposed sign was unanimously approved. Mr. Oberg stated there were no funds for the sign at the time and the variance had since lapsed before the sign could be

installed. Mr. Oberg stated they have raised enough funds to install the sign. Mr. Oberg stated the same design that was presented in 2020 is what the plan currently is.

Commissioner Rott asked since donations were received for the sign, would advertising be part of the sign? Mr. Oberg stated absolutely not.

Commissioner Marcotte asked if the sign would be lit. Mr. Oberg stated it would not be lit, it would ruin the esthetics of the property.

### **Public Comment**

Chairman Rowe asked if there were any members of the Public that would like to make comment. There were none.

Mr. Quinn reviewed the approval standards for proposed variation consisting of:

- 1) **Public Welfare:** The proposed Variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.
- 2) **Compatible with Surrounding Character:** The proposed Variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed Variation.
- 3) **Undue Hardship:** The proposed Variation alleviates an undue hardship created by the literal enforcement of this title.
- 4) **Unique Physical Attributes:** The proposed Variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.
- 5) **Minimum Deviation Needed:** The proposed Variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.
- 6) **Consistent with Ordinance and Plan:** The proposed Variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Quinn stated Staff recommends the Approval of Findings of Fact consistent with all standards being met, and therefore recommends the Approval of the Variation at 3N784 Church Road with the following conditions:

1. Sign shall be in accordance with plans submitted with the CDC application;
2. A landscape plan shall be submitted to and approved by the Zoning Administrator;
3. All Village of Bensenville sewers must be shown on final plans prior to permit approval;
4. The address must be updated to a Village of Bensenville address.

There were no questions from the Commission.

**Motion:** Commissioner Wasowicz made a motion to close CDC Case No. 2025-11. Commissioner Rott seconded the motion.

**ROLL CALL:** Ayes: Rowe, Ciula, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-11 at 6:49 p.m.

**Motion:** Commissioner Rott made a motion to approve Variation, Pole Sign, Municipal Code 10-10-7-9 with Staff's Recommendations. Commissioner Wasowicz seconded the motion.

**ROLL CALL:** Ayes: Rowe, Ciula, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

**Report from  
Community  
Development:**

Mr. Quinn reviewed both recent CDC cases along with upcoming cases.



**ADJOURNMENT:** There being no further business before the Community Development Commission, Commissioner Marcotte made a motion to adjourn the meeting. Commissioner Rott seconded the motion.

All were in favor. Motion carried.

The meeting was adjourned at 6:56 p.m.

**ORDINANCE # \_\_\_\_\_**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT ALLOWING AN OUTDOOR STORAGE AREA AT 1069 BRYN MAWR AVENUE, BENSENVILLE, ILLINOIS**

---

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

**WHEREAS**, the President and the Board of Trustees of the Village of Bensenville (the “*Corporate Authorities*”) have heretofore exercised the power conferred on them pursuant to Chapter 11-13-1, *et seq.*, of the Illinois Municipal Code by adopting the Village of Bensenville Zoning Ordinance (Ord. 07-99), as amended from time to time (the “*Zoning Ordinance*”); and

**WHEREAS**, Jay Patel of 7N245 Parkside Avenue, Itasca, Illinois 60143 (the “*Owner*”) owns the property located at 1069 Bryn Mawr Avenue; and

**WHEREAS**, SCC Contractors Group, Inc (“*Applicant*”) of 3912 Scoville Avenue, Stickney, Illinois 60402, filed an application for a special use permit for an “Outdoor Storage Area” use (the “*Special Use Permit*”), pursuant to Section 10-7-2-1 of the Zoning Ordinance for the property located at 1069 Bryn Mawr Avenue, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “*Subject Property*”). A copy of said application with all supporting documents is contained on file in the Community and Economic Development Department and is incorporated herein by reference as Exhibit “B”; and

**WHEREAS**, the Village published Notice of Public Hearing with respect to the Special Use in the *Bensenville Independent* on Thursday, April 17, 2025, and notice was also given via posting of one Public Hearing Sign on the Subject Property on Thursday, April 17, 2025, and via

First Class mail to taxpayers of record within 300 feet of the Subject Property on Wednesday, April 16, 2025, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on May 6, 2025 (the “*Public Hearing*”), as required by the statutes of the State of Illinois and the ordinances of the Village, at which time all persons present were afforded an opportunity to be heard; and

**WHEREAS**, at the conclusion of the Public Hearing, the Community Development Commission agreed with the findings of fact submitted by the Applicant, and thereafter, voted (4-1) to recommend approval of the Special Use Permit for an Outdoor Storage Area on the Subject Property with certain conditions, and forwarded its recommendations, including the Staff Report and findings relative to the requests, which are attached hereto and incorporated herein by reference as Exhibit C, to the Corporate Authorities; and

**WHEREAS**, the Corporate Authorities have duly considered the Community Development Commission’s recommendation and findings of fact, and have determined that approval of the Special Use Permit, as recommended by the Community Development Commission, with conditions, is consistent with the Zoning Ordinance; 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 grant the Special Use Permits requested and subject to the conditions identified herein.

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

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

**Section 2.** That the Subject Property is currently zoned within the I-2 General Industrial District, which zoning classification shall remain in effect subject to the Special Use Permit approved herein.

**Section 3.** That the Corporate Authorities hereby adopt by reference the findings of fact of the Community Development Commission as findings of the Village President and the Board of Trustees as if completely set forth herein and find that the Special Use Permit is proper and necessary, with certain modifications and additional conditions contained herein.

**Section 4.** That in addition to the findings set forth in Sections 3 hereof, the Corporate Authorities find as to the standards of a special use in relation to the requests:

- i. The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.
- ii. The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.
- iii. The proposed special use will not require utilities, access roads, drainage and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.
- iv. The proposed special use is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.
- v. The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

**Section 5.** That the Special Use Permit for an Outdoor Storage Area at 1069 Bryn Mawr Avenue in Bensenville, Illinois as legally described in Exhibit A, is hereby approved, provided

that the project is constructed in substantial conformance with the following plans and specifications (collectively, the “Plans and Specifications”), except as may be amended:

- i. Application: submitted by Applicant on March 3, 2025 (Exhibit B; the “*Application*”);
- ii. ALTA/NSPS Land Title Survey: prepared by JNT Land Surveying Services, Inc on February 26<sup>th</sup>, 2025 (Exhibit B; the “*Survey*”).

The Plans and Specifications are hereby approved by this Ordinance.

**Section 6.** That the Special Use granted herein is further subject to the following conditions and restrictions which the Corporate Authorities deem necessary to protect the public interest:

- i. The Special Use Permit be granted solely to SCC Contractors Group, Inc. and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.
- ii. The portion of the property designated as the outdoor storage area must be paved.
- iii. Engineering plans and stormwater report water report must be provided for proposed site grading modifications, storage lot paving, and PCBMP facility.
- iv. The Special Use Permit authorizes the conduct of an “outdoor storage area” use only on the Property represented in the application.
- v. Any modification or intensification of the Special Use Permit that alters the essential character or operation of the use in a way not intended at the time this Ordinance was granted shall require new special use approval.

**Section 7.** No building permits shall be issued for construction related to the Special Use Permit unless the plans submitted in conjunction with the building permits are in substantial conformance with the Plans and Specifications and conditions, as approved herein.

**Section 8.** The Applicant hereunder shall at all times comply with the terms and conditions of the Ordinance and, in the event of non-compliance, said Ordinance shall be subject to revocation.

**Section 9.** All sections of the Zoning Ordinance not addressed in this Ordinance or another amending ordinance shall remain in full force and effect, which means the Special Use Permit must comply with all other codes and ordinances of the Village, as well as all codes, ordinances, and laws of the County, State, and federal government.

**Section 10.** 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 11.** All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 12.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

*[Intentionally Left Blank]*

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 20<sup>th</sup> day of May 2025, pursuant to a roll call vote, as follows:

APPROVED:

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

ATTEST:

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

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

NAYES: \_\_\_\_\_

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

**Ordinance # \_\_\_\_ - 2025**  
**Exhibit "A"**

The Legal Description is as follows:

THE EAST 77.28 FEET OF LOT 1 AND THE WEST 64.72 FEET OF LOT 2 IN O'HARE WEST INDUSTRIAL PLAZA BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 11 AND THE SOUTHWEST ¼ OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1971 AS DOCUMENT NO. R71-16332 AND CERTIFICATE OF CORRECTION FILED FEBRUARY 21, 1973 AS DOCUMENT R73-9686 IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 1069 Bryn Mawr Avenue, Bensenville, Illinois.  
PIN: 03-02-301-011



**Ordinance # \_\_\_\_ - 2025**  
**Exhibit “B”**  
**Plans and Specifications**

*On file in the Community and Economic Development Department.*

**Ordinance # \_\_\_\_ - 2025**  
**Exhibit “C”**  
**Findings of Fact**

Chairman Rowe opened CDC Case No. 2025-10 at 6:31 p.m. Village Planner Kevin Quinn presented the application of SCC Contractors Group, Inc. for a special use permit for an “outside storage area” on the Property located at 1069 Bryn Mawr Avenue, Bensenville, Illinois. The Commission heard testimony from the applicant, asked questions, and heard all public testimony.

The Commission reviewed the approval standards for proposed special use permits and made the following determinations:

1. **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.
2. **Neighborhood Character:** The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.
3. **Orderly Development:** The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.
4. **Use of Public Services and Facilities:** The proposed special use will not require utilities, access roads, drainage and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.
5. **Consistent with Title and Plan:** The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Quinn stated:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Special Use Permit with the following conditions:
  - a. The Special Use Permit be granted solely to SCC Contractors Group, Inc. and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public

Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.

- b. The portion of the property designated as the outdoor storage area must be paved.
- c. Engineering plans and stormwater report water report must be provided for proposed site grading modifications, storage lot paving, and PCBMP facility.

Commissioner Rott made a motion to approve a Special User Permit, Outdoor Storage Area, Municipal Code 10-7-2-1 with Staff's Recommendations. Commissioner Marcotte seconded the motion. The motion carried 4-1.

**TYPE:**Ordinance**SUBMITTED BY:**K. Quinn**DEPARTMENT:**CED**DATE:**5.20.25**DESCRIPTION:**Ordinance Granting Variation, Sign at 3N784 Church / 1008 S Church**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☐*Financially Sound Village*☐*Enrich the lives of Residents**Quality Customer Oriented Services**Major Business/Corporate Center*

X

*Safe and Beautiful Village**Vibrant Major Corridors***COMMITTEE ACTION:**

COW 4-0

**DATE:**

5.13.25

**BACKGROUND:**

1. The Petitioner is requesting a Variation to allow a sign at the Churchville Schoolhouse property.
2. The proposed sign is mounted on two decorative posts rather than a base, so as to maintain the desired antiquated aesthetic of the site. Village Zoning Ordinance prohibits pole signs in all zoning districts.
3. A variance was approved at this location for this purpose in Ordinance #45-2020.

**KEY ISSUES:**

1. The same plans were previously approved.
2. The sign will not be illuminated.

**ALTERNATIVES:**

Discretion of the Board

**RECOMMENDATION:**

Staff recommends the Approval of Findings of Fact consistent with all standards being met, and therefore recommends the Approval of the Variation at 3N784 Church Road with the following conditions:

1. Sign shall be in accordance with plans submitted with the CDC application;
2. A landscape plan shall be submitted to and approved by the Zoning Administrator;
3. All Village of Bensenville sewers must be shown on final plans prior to permit approval;
4. The address must be updated to a Village of Bensenville address.

CDC voted 5-0 to recommend approval.

**BUDGET IMPACT:**

NA

**ACTION REQUIRED:**

Approval of an Ordinance Granting Variation, Sign at 3N784 Church / 1008 S Church

**ATTACHMENTS:****Description**

Cover Page

**Upload Date**

5/13/2025

**Type**

Cover Memo

Aerial & Zoning	5/13/2025	Backup Material
Legal Notice	5/13/2025	Backup Material
Application	5/13/2025	Backup Material
Approval Standards	5/13/2025	Backup Material
Staff Report	5/13/2025	Executive Summary
Sign Plan	5/13/2025	Backup Material
Plat of Survey	5/13/2025	Backup Material
Draft CDC Minutes	5/13/2025	Backup Material
Ordinance	5/14/2025	Ordinance



# BENSENVILLE

GATEWAY TO OPPORTUNITY

**Community Development Commission  
Public Hearing 05.06.25**

**CDC Case #2025 – 11**

**City of Elmhurst  
3N784 S Church Rd/ 1008 S Church Rd**

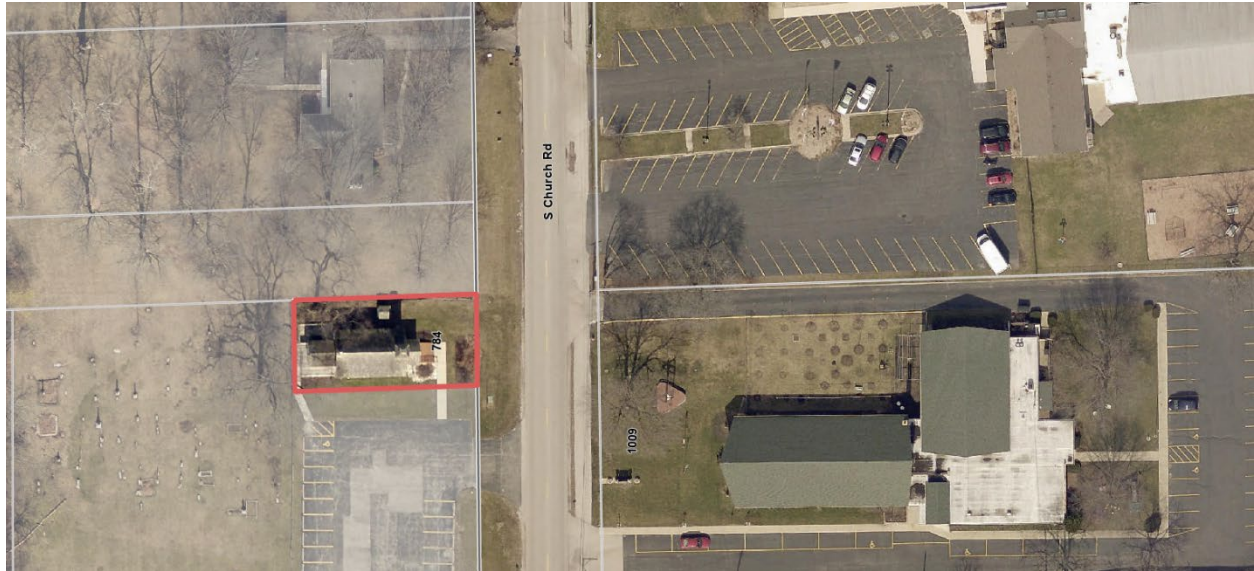
**Variation, Pole Sign  
Municipal Code Section 10 – 10 – 7 – 9**

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

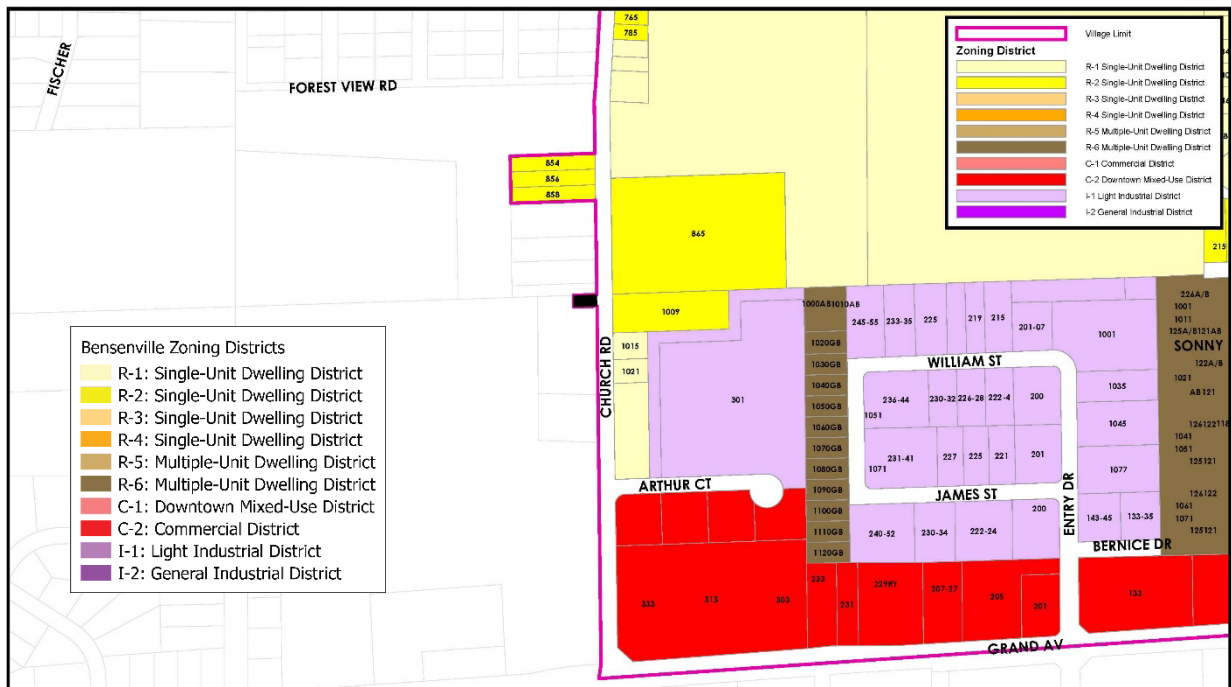




# Village of Bensenville



## Village of Bensenville Zoning Map



**LEGAL NOTICE/PUBLIC NOTICE**  
**NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that a Meeting of the Community Development Commission of the Village of Bensenville, DuPage and Cook Counties, will be held on Tuesday, May 6, 2025, at 6:30 P.M, at which a Public Hearing will be held to review case No. 2025 – 11 to consider a request for:

Variation, Pole Sign  
Municipal Code 10 – 10 – 7 – 9

At 3N784 Church Road is an existing R-1 General Industrial District. The Public Hearing will be held in the Village Board Room at Village Hall, 12. S. Center Street, Bensenville.

The Legal Description is as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BEGINNING AT A POINT WHERE THE NORTH LINE OF SAID SECTION 26 INTERSECTS WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS CHURCH ROAD, THENCE WESTERLY ALONG THE SECTION LINE 132 FEET, THENCE SOUTH PARALLEL WITH THE CENTER LINE OF CHURCH ROAD 49.5 FEET; THENCE EAST PARALLEL WITH THE SECTION LINE 132 FEET TO THE CENTERLINE OF CHURCH ROAD; THENCE NORTH 49.5 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS CONTIANING 6532 SQUARE FEET, MORE OR LESS, THEREIN.

PIN: 03-28-101-008

The City of Elmhurst of 209 North York Road, Elmhurst, Illinois 60126 is the owner and the applicant for the subject property.

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

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend the Public Hearing and be heard. Written comments mailed to the Village Hall, and online comments submitted on the Village website, will be accepted by the Community and Economic Development Department through May 6, 2025 until 5:00 PM.

Office of the Village Clerk  
Village of Bensenville



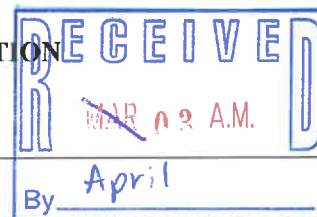
**TO BE PUBLISHED IN THE BENSVILLE INDEPENDENT**  
**APRIL 17, 2025**

For Office Use Only

Date of Submission: 4/3/25 MUNIS Account #: 14750 CDC Case #: 2025-11

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 1009 South Church Road / 3N784 S Church



Property Index Number(s) (PIN): 03-26-101-008

A. PROPERTY OWNER:

City of Elmhurst

Name	Corporation (if applicable)	
<u>209 North York</u>		
Street		
<u>Elmhurst</u>	<u>IL</u>	<u>60126</u>
City	State	Zip Code
<u>Dave Oberg</u>	<u>630-530-3321</u>	<u>dave.oberg@elmhurst.org</u>
Contact Person	Telephone Number	Email Address

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

B. APPLICANT: ☒ Check box if same as owner

Name	Corporation (if applicable)	
<u> </u>		
Street	<u> </u>	
City	State	Zip Code
<u> </u>	<u> </u>	<u> </u>
Contact Person	Telephone Number	Email Address

B. ACTION REQUESTED (Check applicable):

- ☐ Site Plan Review
- ☐ Special Use Permit
- ☒ Variation
- ☐ Administrative Adjustment
- ☐ Zoning Text or Map Amendment
- ☐ Zoning Appeal
- ☐ Plat of Subdivision
- ☐ Annexation
- ☐ Planned Unit Development\*

\*See Staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS:

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

\*\*Item located within this application packet.

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

Please see attached.

**C. PROJECT DATA:**

1. General description of the site: Improved with Churchville Schoolhouse and Grounds.
2. Acreage of the site: 0.11 Building Size (if applicable): \_\_\_\_\_
3. Is this property within the Village limits? (Check applicable below)  
☒ Yes  
☐ No, requesting annexation  
☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.
4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)

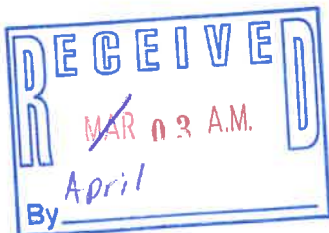
Annexation Agreement, Intergovernmental Agreement, Restrictive Covenants

**5. Character of the site and surrounding area:**

	Zoning	Existing Land Use	Jurisdiction
Site:	R1	Schoolhouse	Bensenville
North:	R4	Vacant	DuPage County
South:	R4	Cemetery	DuPage County
East:	R2	Church	Bensenville
West:	R4	Cemetery and Fischer Woods	DuPage County

**D. APPROVAL STANDARDS:**

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



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

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

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

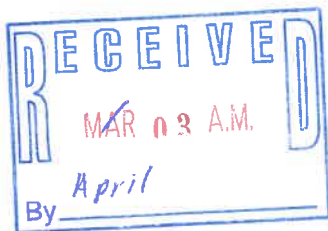
THE PETITIONER/APPLICANT AGREES THAT THEY SHALL BE LIABLE FOR PAYMENT OF FEES REFERRED TO IN APPLICABLE SECTIONS OF THE ORDINANCES OF THE VILLAGE OF BENSENVILLE, AND AS SET FORTH HEREIN.

David M. Oberg, Executive Director, Elmhurst History Museum

Petitioner/Applicant

04/03/2025

Date



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

**AFFIDAVIT OF OWNERSHIP**

I David M. Oberg the undersigned Affiant, being first duly sworn, on oath states:

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

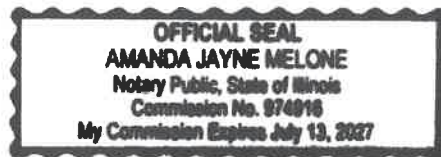
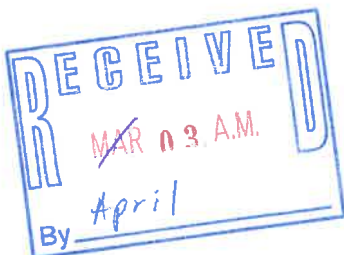
IN WITNESS WHEREOF, the undersigned has executed this Affidavit of Ownership this  
3rd day of April, 2025.

  
Signature

SUBSCRIBED and SWORN to

before me this 3rd day of, April, 2025

  
Notary Public





## CITY OF ELMHURST

209 NORTH YORK STREET  
ELMHURST, ILLINOIS 60126-2759  
(630) 530-3000  
www.elmhurst.org

SCOTT M. LEVIN  
MAYOR  
JACKIE HADDAD-TAMER  
CITY CLERK  
DAN CURRAN  
CITY TREASURER  
JAMES A. GRABOWSKI  
CITY MANAGER

April 3, 2025

To: Members of the Bensenville Community Development Commission  
Re: Request for a Variation at the Churchville One-Room Schoolhouse

Esteemed Members of the Bensenville Community Development Commission:

The City of Elmhurst respectfully requests a variation to install a sign at the Churchville One-Room Schoolhouse property. Though the property is located within the corporate limits of the Village of Bensenville, the property is owned and operated by the City of Elmhurst and is used for educational programs and public purposes by the Elmhurst History Museum, a department of the City of Elmhurst. The City of Elmhurst acquired the property in 2002. The historic Churchville One-Room Schoolhouse was built circa 1850 and is listed on the National Register of Historic Places. It is one of the oldest buildings in DuPage County, as well as one of the few remaining one-room schoolhouses in the state of Illinois still standing on its original site, making it both historically significant and a community treasure in the greater Chicagoland area.

There is currently no sign identifying the property. The staff at the Elmhurst History Museum proposed a sign in 2020, which received unanimous support from this body. Unfortunately, the sign was paused, due to budgetary constraints. The City is proposing a sign identical to the one approved in 2020, which will stand five feet tall, with a double-sided face at 15 square feet per face. The sign will be mounted on two decorative posts rather than a base. Consequently, a variation is being requested from the definition of a monument sign. The definition of a monument sign follows:  
*Monument Sign: A sign mounted to a freestanding base with a width equal to or greater than the width of the sign. A monument sign does not include freestanding poles and is not attached to a building.*

The intent of the sign is to provide identification of the historic site and the City of Elmhurst contends that the proposed monument sign (see rendering included in this packet), mounted on decorative posts is in keeping with the historic character of the property. The City is preparing landscaping for the area around the sign in accordance with the requirements of the Village of Bensenville to soften the impact of the structure. These plantings will take inspiration from the current prairie garden in front of the schoolhouse, established in 2020, which employs native plants and is used as a teaching tool for students and families visiting the facility. Currently, all Elmhurst and Bensenville students visit the Churchville One-Room Schoolhouse for an immersive, educational experience, where they learn historic lesson plans and participate in 19<sup>th</sup> and early 20<sup>th</sup> century games. More recently, the museum staff has also staged family programs and lectures at the historic site.

**Approval Standards for Variations:**

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

The proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public. The request is to use decorative posts to mount a historically accurate monument sign at the Churchville One-Room Schoolhouse rather than mounting a sign on a base that is equal to the width of the sign as required by the Village of Bensenville Zoning Ordinance. The sign will be placed in a location that will not impact the area.

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

The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation. The property is the site of the historic Churchville One-Room Schoolhouse. The property is adjacent to the Churchville Cemetery, DuPage Forest Preserve property, and across the street from two churches, and the sign will be in character with the signage for the Churchville Cemetery directly south of the subject site. The sign will be non-illuminated and was designed to match the historic character of the schoolhouse.

3. The proposed variation alleviates undue hardship created by the literal enforcement of this title.

The proposed variation alleviates undue hardship created by the enforcement of this title. Redesigning the sign to meet the code requirements will not be in keeping with the historic character of the schoolhouse property.

4. The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant. The property in question is the site of the historic Churchville One-Room Schoolhouse, which was built circa 1850 and is listed on the National Register of Historic Places. It is one of the oldest structures in DuPage County as well as one of the few remaining one-room schoolhouses in the state of Illinois still standing on its original site—making it both historically significant and a community treasure in the greater Chicagoland area. The proposed sign, mounted on poles, is in keeping with the historic nature of this property.

5. The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property. Aside from the requirement of the sign base, the sign will be in full compliance with the Village of Bensenville Zoning Ordinance.

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

The Future Land Use Map in the Village of Bensenville Comprehensive Plan dated January 2015 identifies the property as an Institutional Use. Institutional Uses include public facilities. It is the City of Elmhurst's intent to continue to operate the Churchville One-Room Schoolhouse as a resource for residents in DuPage County. The sign will assist in identifying the property for teachers, students and area families.

I appreciate your thoughtful consideration of this application and would be happy to answer any follow-up questions regarding the requested variance.

Sincerely,



David M. Oberg  
Executive Director  
Elmhurst History Museum





### STAFF REPORT

**HEARING DATE:** May 6, 2025  
**CASE #:** 2025 – 11  
**PROPERTY:** 3N784 Church Road / 1008 Church Road  
**PROPERTY OWNER:** City of Elmhurst  
**APPLICANT:** Same as above  
**SITE SIZE:** .11 acres  
**BUILDING SIZE:** N/A  
**PIN NUMBER:** 03-26-101-008  
**ZONING:** R-1 Single-Unit Dwelling District  
**REQUEST:** Variation, Pole Sign  
*Municipal Code Section 10 – 10 – 7 – 9*

### **PUBLIC NOTICE:**

1. A Legal Notice was published in the Bensenville Independent on Thursday, April 17, 2025. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on Thursday, April 17, 2025.
3. On Wednesday, April 16, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

### **SUMMARY:**

The Petitioner is requesting a Variation to allow a pole sign at the Churchville Schoolhouse property. The proposed sign is mounted on two decorative posts rather than a base, so as to maintain the desired antiquated aesthetic of the site. Village Zoning Ordinance prohibits pole signs in all zoning districts. A variance was approved at this location for this purpose in Ordinance #45-2020.

### **SURROUNDING LAND USES:**

	<b>Zoning</b>	<b>Land Use</b>	<b>Comprehensive Plan</b>	<b>Jurisdiction</b>
<b>Site</b>	I-2	Institutional	Single-Family Residential	Village of Bensenville
<b>North</b>	N/A	Green Space/Vacant	N/A	DuPage County
<b>South</b>	N/A	Institutional	N/A	DuPage County
<b>East</b>	N/A	Institutional/Green Space	N/A	DuPage County
<b>West</b>	R-2	Institutional	Institutional	Village of Bensenville

## DEPARTMENT COMMENTS:

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

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

#### Finance:

- 1) Account is current in U/B and no liens.

#### Police:

- 1) No comments.

#### Engineering and Public Works:

- 1) Bensenville has a 15" sanitary sewer located in the west parkway which will need to be shown on the plan to when they submit for permit to verify the sign in not over the sanitary sewer.

#### Community & Economic Development:

##### Economic Development:

- 1) No comments.

#### Fire Safety:

- 1) No comments.

#### Building:

- 1) No comments.

#### Planning:

1. The 2015 Comprehensive Plan indicates "Single-Family Residential" for this property.
2. The current zoning is R – 1 Single-Unit Dwelling Residential District.
3. The City of Elmhurst owns and operates this property, on which sits the historic Churchville Schoolhouse. Tours and field trips are offered at the site.
4. Per Municipal Code Section 10 – 10 – 7 – 9 of the Village Zoning Ordinance, pole signs are prohibited in all zoning districts. Per Municipal Code Section 10 – 10 – 7 – 9 of the Village Zoning Ordinance, pole signs are prohibited in all zoning districts. A pole sign is defined as a "sign mounted to one or more freestanding poles that does not include a freestanding base and is not attached to a building." (10 – 11 – 2)
5. Similarly, Municipal Code Section 10 – 10 – 5 – 8 requires all freestanding monument signs to be served by a base equal to or greater than the width of the sign.
  - a. Staff recommends applying the standards required of monument signs in the Village Zoning Ordinance (10 – 5 – 8) to this proposed pole sign.
6. The proposed maximum square footage (15 sq. ft) and height (5') of the sign are in accordance with Code.
  - a. Per Municipal Code Section 10 – 10 – 5 – 8C, monument signs shall not exceed 50 square feet in area per sign and eight feet in height.

7. Staff supports the approval of this request, as the proposed sign is an aesthetic improvement to the property and creates a cohesive historic environment to the site.

***Applicant Response:***

**APPROVAL STANDARDS FOR VARIATIONS:**

- 1) **Public Welfare:** The proposed Variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.
- 2) **Compatible with Surrounding Character:** The proposed Variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed Variation.
- 3) **Undue Hardship:** The proposed Variation alleviates an undue hardship created by the literal enforcement of this title.
- 4) **Unique Physical Attributes:** The proposed Variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.
- 5) **Minimum Deviation Needed:** The proposed Variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.
- 6) **Consistent with Ordinance and Plan:** The proposed Variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Staff feels the following approval standards have been met.

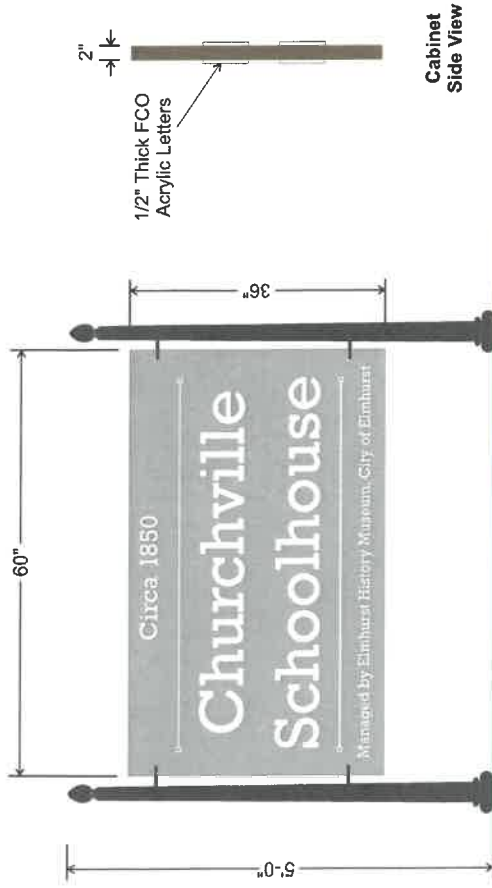
	<b>Meets Standard</b>	
<b>Variation Approval Standards</b>	<i>Yes</i>	<i>No</i>
1. Public Welfare	X	
2. Compatible with Surrounding Character	X	
3. Undue Hardship	X	
4. Unique Physical Attributes	X	
5. Minimum Deviation Needed	X	
6. Consistent with Ordinance and Plan	X	

**RECOMMENDATIONS:**

Staff recommends the Approval of Findings of Fact consistent with all standards being met, and therefore recommends the Approval of the Variation at 3N784 Church Road with the following conditions:

1. Sign shall be in accordance with plans submitted with the CDC application;
2. A landscape plan shall be submitted to and approved by the Zoning Administrator;
3. All Village of Bensenville sewers must be shown on final plans prior to permit approval;
4. The address must be updated to a Village of Bensenville address.

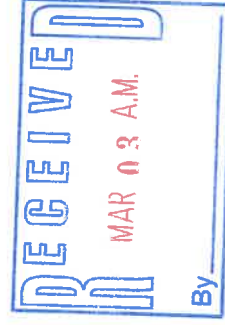
Respectfully Submitted,  
Department of Community & Economic Development



### Job Details:

Decorative post supports with ironwork top  
 3" round posts  
 3" round finials  
 2" thick non-illuminated fabricated cabinet painted brown  
 1/2" thick acrylic flat cut out letters for "Churchville Schoolhouse"  
 Opaque white vinyl for all other lettering  
 Direct bury in concrete per local code & site conditions

Qty: 1



**ATTENTION:** This proof is provided for checking design, copy accuracy and general color scheme. **ANY ERRORS NOT NOTED WILL BE ON THE FINISHED PRODUCT.**

**Vital signs**<sup>USA</sup>  
**BUSINESS SIGNS & BRANDING**

791 INDUSTRIAL DR. ELMHURST, IL 60126  
 PH: 630-832-9600 FAX: 630-832-9669  
[www.vitalsignsusa.com](http://www.vitalsignsusa.com)

CLIENT: Churchville  
 JOB #:  
 LOCATION:

DATE: 06/30/2024  
 DESIGNER: ns

☒ Approved as is ☐ Approved with changes noted  
☐ Not Approved - Revise & Resubmit

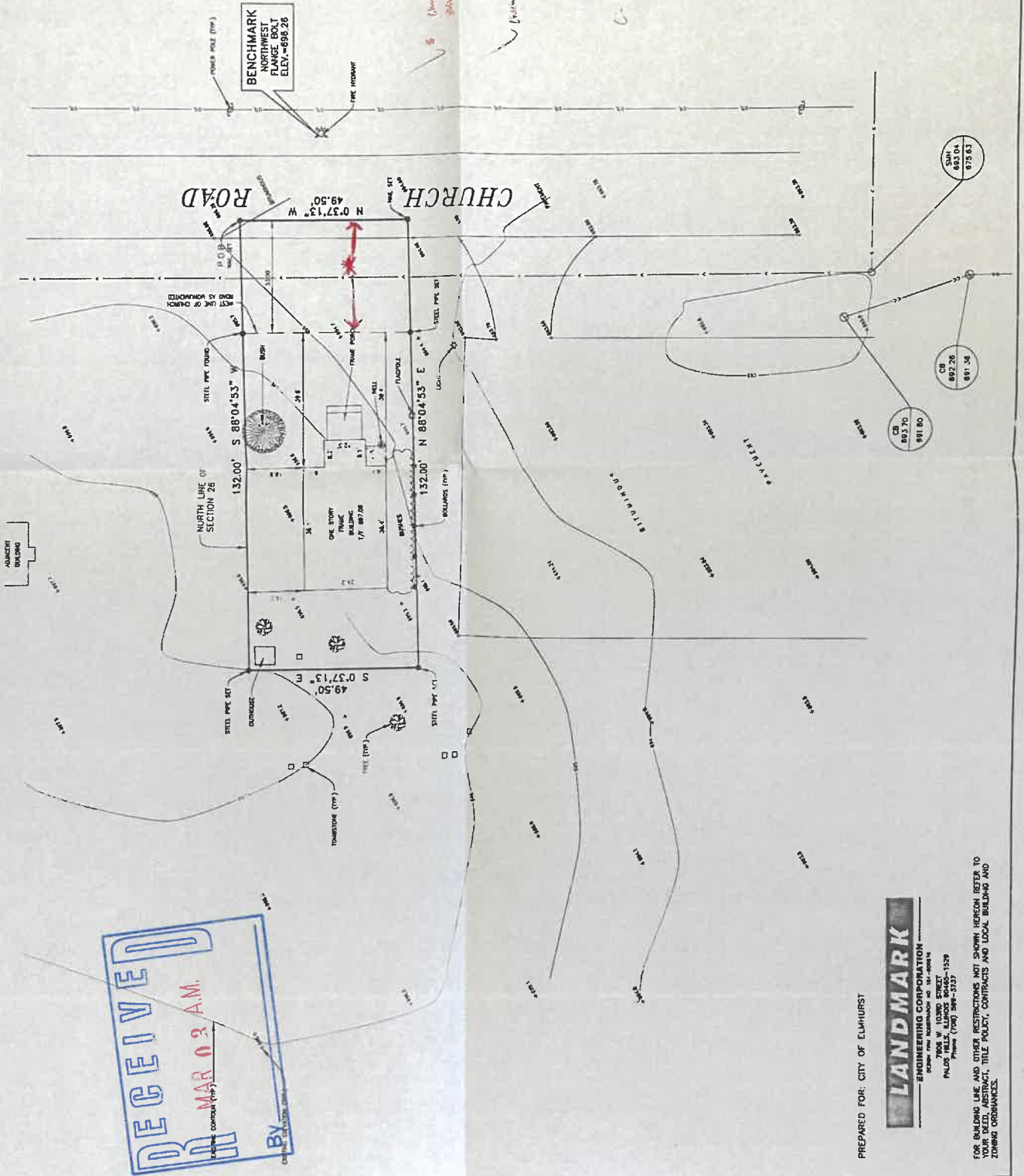
Date: 3/26/25 Signed: [Signature]

Colors on this proof are for representation only. This drawing has been made available to the client to illustrate design or manufacturing details and are not to be distributed for bid without the written consent of Vital Signs USA.

# TOPOGRAPHICAL PLAT OF SURVEY

THAT PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BEGINNING AT A POINT WHERE THE NORTH LINE OF SAID SECTION 26 INTERSECTS WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS CHURCH ROAD, THENCE WESTERLY ALONG THE SECTION LINE 132 FEET, THENCE SOUTH PARALLEL WITH THE CENTER LINE OF CHURCH ROAD 49.5 FEET, THENCE EAST PARALLEL WITH THE SECTION LINE 132 FEET TO THE CENTERLINE OF CHURCH ROAD, THENCE NORTH 49.5 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS CONTAINING 6532 SQUARE FEET, MORE OR LESS, THEREIN

P.I.N. 03-26-101-008



PREPARED FOR: CITY OF ELMHURST

**LANDMARK**

ENGINEERING CORPORATION  
7808 W. 103RD STREET  
PALOS HILLS, ILLINOIS 60465-1539  
Phone: (708) 942-2100

FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR DEED, ABSTRACT, TITLE POLICY, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.

FIELD WORK COMPLETED: 1/15/02  
THIS PROFESSIONAL SERVICE CONFORMS TO THE  
CURRENT KLASIS STANDARDS FOR A SURVEY.  
DATED: 1/15/02

*Richard P. Uichelli*

RICHARD P. UICHELLI, L.P.L.S. No. 3183  
LICENSE RENEWAL DATE: NOVEMBER 30, 2002  
SURVEY No. 02-17-021-R

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

**MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION**

May 6, 2025

**CALL TO ORDER:** The meeting was called to order by Chairman Rowe at 6:30p.m.

**ROLL CALL :** Upon roll call the following Commissioners were present:  
Rowe, Ciula, Marcotte, Rott, Wasowicz  
Absent: Chambers, Ortiz  
A quorum was present.

**STAFF PRESENT:** K. Quinn, C. Williamsen, Village Attorney, Ryan Morton

**JOURNAL OF PROCEEDINGS:** The minutes of the Special Community Development Commission Meeting of the April 8, 2025 were presented.

**Motion:** Commissioner Rott made a motion to approve the minutes as presented. Commissioner Marcotte seconded the motion.

All were in favor. Motion carried.

Village Planner, Kevin Quinn were present and sworn in by Chairman Rowe.

**PUBLIC COMMENT:** There was no Public Comment.

**Public Hearing:** CDC Case Number 2025-10  
**Petitioner:** SCC Contractors Group, Inc.  
**Location:** 1069 Bryn Mawr Avenue  
**Request:** Special Use Permit, Outdoor Storage Area  
*Municipal Code 10 – 7 – 2 – 1*

**Motion:** Commissioner Rott made a motion to open CDC Case No. 2025-10. Commissioner Marcotte seconded the motion.



**ROLL CALL :** Upon roll call the following Commissioners were present:  
Rowe, Ciula, Marcotte, Rott, Wasowicz  
Absent: Chambers, Ortiz

A quorum was present.

Chairman Rowe opened CDC Case No. 2025-10 at 6:31 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, April 17, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on April 17, 2025. Mr. Quinn stated on April 16, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner, SCC Contractors Group, Inc., is seeking approval of a Special Use Permit, Outdoor Storage Area. Mr. Quinn stated the Petitioner they have a 5,000 square foot office space within the building at 1069 Bryn Mawr Avenue, with a storage area in the rear of the property that is 7,800 square feet. Mr. Quinn stated the Petitioner outdoor storage is allowed as an additional primary use to their current business. Mr. Quinn stated the Petitioner any outdoor storage that exceeds 25% of the property (in multi-tenant buildings the unit) requires a Special Use Permit. Based on an aerial view of the property, it does not appear as if the outdoor storage area is screened or striped for truck parking.

Victor Sandoval, owner of SCC Contractors Group, Inc. was present and sworn in by Chairman Rowe. Mr. Sandoval stated he does not have a business on the property. Mr. Sandoval stated his wife has a company they occupies a business at the location. Mr. Sandoval stated he owns a construction company they is registered in another town. Mr. Sandoval stated he spoke to the property owner about storing his equipment on site. Mr. Sandoval stated their agreement is that Mr. Sandoval repair the parking lot in exchange to store his equipment when its not being used.

Commissioner Rowe asked what will be stored outside. Mr. Sandoval stated three trucks and two trailers.

### **Public Comment**

Chairman Rowe asked if there were any members of the Public that would like to make comment. There were none.

Mr. Quinn reviewed the approval standards for proposed Special Use consisting of:

1. **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.
2. **Neighborhood Character:** The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.
3. **Orderly Development:** The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.
4. **Use of Public Services and Facilities:** The proposed special use will not require utilities, access roads, drainage and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.
5. **Consistent with Title and Plan:** The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Quinn stated:

1. Staff recommends the Approval of Findings of Fact consistent with all standards being met, and therefore recommends the approval of the Special Use Permit with the following conditions:
  - a. The Special Use Permit be granted solely to SCC Contractors Group, Inc. and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the



- CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.
- b. The portion of the property designated as the outdoor storage area must be paved.
  - c. Engineering plans and stormwater report water report must be provided for proposed site grading modifications, storage lot paving, and PCBMP facility.

Commissioner Rott asked for the reason Staff is requiring asphalt. Mr. Quinn explained parking on an unapproved surface is not allowed in Bensenville.

Motion: Commissioner Rott made a motion to close CDC Case No. 2025-10. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-10 at 6:41 p.m.

Motion: Commissioner Rott made a motion to approve Special Use Permit, Outdoor Storage Area, Municipal Code Section 10-7-2-1 with Staff's Recommendations. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Ciula, Marcott, Rott

Nays: Wasowicz

Motion carried.

**Public Hearing:** CDC Case Number 2025-11  
**Petitioner:** City of Elmhurst  
**Location:** 3N784 Church Road / 1008 Church Road  
**Request:** Variation, Pole Sign  
*Municipal Code Section 10 – 10 – 7 – 9*

**Motion:** Commissioner Rott made a motion to open CDC Case No. 2025-11. Commissioner Wasowicz seconded the motion.

**ROLL CALL :** Upon roll call the following Commissioners were present:  
Rowe, Ciula, Marcotte, Rott, Wasowicz  
Absent: Chambers, Ortiz  
A quorum was present.

Chairman Rowe opened CDC Case No. 2025-11 at 6:43 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, April 17, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on April 17, 2025. Mr. Quinn stated on April 16, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner is requesting a Variation to allow a pole sign at the Churchville Schoolhouse property. Mr. Quinn stated the proposed sign is mounted on two decorative posts rather than a base, so as to maintain the desired antiquated aesthetic of the site. Mr. Quinn stated Village Zoning Ordinance prohibits pole signs in all zoning districts. Mr. Quinn stated a variance was approved at this location for this purpose in Ordinance #45-2020.

Dave Oberg, employee of City of Elmhurst was present and sworn in by Chairman Rowe. Mr. Oberg stated he appeared in front to the Commission in 2020 and the proposed sign was unanimously approved. Mr. Oberg stated there were no funds for the sign at the time and the variance had since lapsed before the sign could be

installed. Mr. Oberg stated they have raised enough funds to install the sign. Mr. Oberg stated the same design that was presented in 2020 is what the plan currently is.

Commissioner Rott asked since donations were received for the sign, would advertising be part of the sign? Mr. Oberg stated absolutely not.

Commissioner Marcotte asked if the sign would be lit. Mr. Oberg stated it would not be lit, it would ruin the esthetics of the property.

### **Public Comment**

Chairman Rowe asked if there were any members of the Public that would like to make comment. There were none.

Mr. Quinn reviewed the approval standards for proposed variation consisting of:

- 1) **Public Welfare:** The proposed Variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.
- 2) **Compatible with Surrounding Character:** The proposed Variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed Variation.
- 3) **Undue Hardship:** The proposed Variation alleviates an undue hardship created by the literal enforcement of this title.
- 4) **Unique Physical Attributes:** The proposed Variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.
- 5) **Minimum Deviation Needed:** The proposed Variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.
- 6) **Consistent with Ordinance and Plan:** The proposed Variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Quinn stated Staff recommends the Approval of Findings of Fact consistent with all standards being met, and therefore recommends the Approval of the Variation at 3N784 Church Road with the following conditions:

1. Sign shall be in accordance with plans submitted with the CDC application;
2. A landscape plan shall be submitted to and approved by the Zoning Administrator;
3. All Village of Bensenville sewers must be shown on final plans prior to permit approval;
4. The address must be updated to a Village of Bensenville address.

There were no questions from the Commission.

**Motion:** Commissioner Wasowicz made a motion to close CDC Case No. 2025-11. Commissioner Rott seconded the motion.

**ROLL CALL:** Ayes: Rowe, Ciula, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-11 at 6:49 p.m.

**Motion:** Commissioner Rott made a motion to approve Variation, Pole Sign, Municipal Code 10-10-7-9 with Staff's Recommendations. Commissioner Wasowicz seconded the motion.

**ROLL CALL:** Ayes: Rowe, Ciula, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

**Report from  
Community  
Development:**

Mr. Quinn reviewed both recent CDC cases along with upcoming cases.

**ADJOURNMENT:** There being no further business before the Community Development Commission, Commissioner Marcotte made a motion to adjourn the meeting. Commissioner Rott seconded the motion.

All were in favor. Motion carried.

The meeting was adjourned at 6:56 p.m.

**ORDINANCE # \_\_\_\_\_**

**AN ORDINANCE APPROVING A VARIATION TO ALLOW A SIGN AT 3N784  
CHURCH ROAD / 1008 S CHURCH ROAD, BENSENVILLE, ILLINOIS**

---

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

**WHEREAS**, the President and the Board of Trustees of the Village of Bensenville (the “*Corporate Authorities*”) have heretofore exercised the power conferred on them pursuant to Chapter 11-13-1, *et seq.*, of the Illinois Municipal Code by adopting the Village of Bensenville Zoning Ordinance (Ord. 07-99), as amended from time to time (the “*Zoning Ordinance*”); and

**WHEREAS**, the City of Elmhurst of 209 North York, Elmhurst, Illinois 60126 (the “*Owner*” and the “*Applicant*”) filed an application for a Variation to allow a Sign, pursuant to Section 10-10-7-9 of the Zoning Ordinance (the “*Application*”), for the property located at 3N784 Church Road / 1008 S. Church Road, Bensenville, Illinois as legally described in Exhibit A, attached hereto and incorporated herein by reference (the “*Subject Property*”). A copy of said application with all supporting documents is contained on file in the Community and Economic Development Department as Exhibit B; and

**WHEREAS**, the Village published Notice of Public Hearing with respect to the Variation in the *Bensenville Independent* on Thursday, April 17, 2025, and notice was also given via posting of one Public Hearing Sign on the Subject Property on Thursday, April 17 , 2025, and via First Class mail to taxpayers of record within 300 feet of the Subject Property on Wednesday, April 16, 2025, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on May 6, 2025 (the “*Public Hearing*”), as required by the statutes of the State of Illinois and the ordinances of the Village, at which time all persons present were afforded an opportunity to be heard; and

**WHEREAS**, at the conclusion of the Public Hearing, the Community Development Commission agreed with the findings of fact submitted by the Applicant, and thereafter, voted (5-0) to recommend approval of the Variation to allow a Sign on the Subject Property with certain conditions, and forwarded its recommendations, including the Staff Report and findings relative to the requests, which are attached hereto and incorporated herein by reference as Exhibit C, to the Corporate Authorities; and

**WHEREAS**, the Corporate Authorities have duly considered the Community Development Commission’s recommendation and findings of fact, and have determined that approval of the Variation, as recommended by the Community Development Commission, with conditions, is consistent with the Zoning Ordinance; 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 grant the Variation requested and subject to the conditions identified herein.

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

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

**Section 2.** That the Subject Property is currently zoned within the R-1 Single-Unit Dwelling District, which zoning classification shall remain in effect subject to the Variation approved herein.

**Section 3.** That the Corporate Authorities hereby adopt by reference the findings of fact of the Community Development Commission as findings of the Village President and the Board of Trustees as if completely set forth herein and find that the Variation is proper and necessary, with certain modifications and additional conditions contained herein.

**Section 4.** That in addition to the findings set forth in Sections 3 hereof, the Corporate Authorities find as to the standards of variations in relation to the requests:

- i. The proposed variations will not endanger the health, safety, comfort, convenience, and general welfare of the public.
- ii. The proposed variations are compatible with the character of the adjacent properties and other property within the immediate vicinity of the proposed variations.
- iii. The proposed variation alleviates an undue hardship created by the literal enforcement of this title.
- iv. The proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.
- v. The proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.
- vi. The proposed variations are consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

**Section 5.** That the Variation to allow a Sign at 3N784 Church Road / 1008 S. Church Road in Bensenville, Illinois as legally described in Exhibit A, is hereby approved, provided that the project is constructed in substantial conformance with the following plans and specifications (collectively, the “Plans and Specifications”), except as may be amended:



- i. Application: submitted by Applicant on April 3, 2025 (Exhibit B; the “*Application*”);
- ii. ALTA/NSPS Land Title Survey: prepared by Landmark Engineering Corporation on July 30<sup>th</sup>, 2002 (Exhibit B; the “*Survey*”).

The Plans and Specifications are hereby approved by this Ordinance.

**Section 6.** That the Variation granted herein is further subject to the following conditions and restrictions which the Corporate Authorities deem necessary to protect the public interest:

1. Sign shall be in accordance with plans submitted with the CDC application;
2. A landscape plan shall be submitted to and approved by the Zoning Administrator;
3. All Village of Bensenville sewers must be shown on final plans prior to permit approval;
4. The address must be updated to a Village of Bensenville address.

**Section 7.** No building permits shall be issued for construction related to the Variations unless the plans submitted in conjunction with the building permits are in substantial conformance with the Plans and Specifications and conditions, as approved herein.

**Section 8.** The Applicant hereunder shall at all times comply with the terms and conditions of the Ordinance and, in the event of non-compliance, said Ordinance shall be subject to revocation.

**Section 9.** All sections of the Zoning Ordinance not addressed in this Ordinance or another amending ordinance shall remain in full force and effect.

**Section 10.** 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 11.** All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 12.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 20<sup>th</sup> day of May 2025, pursuant to a roll call vote, as follows:

APPROVED:

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

ATTEST:

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

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

NAYES: \_\_\_\_\_

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

**Ordinance # \_\_\_\_ - 2025**  
**Exhibit "A"**

The Legal Description is as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BEGINNING AT A POINT WHERE THE NORTH LINE OF SAID SECTION 26 INTERSECTS WITH THE CENTER LINE OF THE PUBLIC HIGHWAY KNOWN AS CHURCH ROAD, THENCE WESTERLY ALONG THE SECTION LINE 132 FEET, THENCE SOUTH PARALLEL WITH THE CENTER LINE OF CHURCH ROAD 49.5 FEET; THENCE EAST PARALLEL WITH THE SECTION LINE 132 FEET TO THE CENTERLINE OF CHURCH ROAD; THENCE NORTH 49.5 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS CONTIANING 6532 SQUARE FEET, MORE OR LESS, THEREIN.

Common Address: 3N784 Church Road, or 1008 S. Church Road, Bensenville, Illinois  
PIN: 03-28-101-008

**Ordinance # \_\_\_\_ - 2025**  
**Exhibit “B”**  
**Plans and Specifications**

*On file in the Community and Economic Development Department.*

**Ordinance # \_\_\_\_ - 2025**  
**Exhibit “C”**  
**Findings of Fact**

Chairman Rowe opened CDC Case No. 2025-11 at 6:43 p.m. Village Planner Kevin Quinn presented the application of the City of Elmhurst for a variation to allow a Sign on the Property located at 3N784 Church Road, or 1008 S. Church Road, Bensenville, Illinois. The Commission heard testimony the applicant, asked questions, and heard all public testimony.

The Commission reviewed the approval standards for proposed variations and made the following determinations:

1. **Public Welfare:** The proposed Variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.
2. **Compatible with Surrounding Character:** The proposed Variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed Variation.
3. **Undue Hardship:** The proposed Variation alleviates an undue hardship created by the literal enforcement of this title.
4. **Unique Physical Attributes:** The proposed Variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.
5. **Minimum Deviation Needed:** The proposed Variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.
6. **Consistent with Ordinance and Plan:** The proposed Variation is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Quinn stated that Staff recommends the Approval of Findings of Fact consistent with all standards being met, and therefore recommends the Approval of the Variation at 3N784 Church Road with the following conditions:

1. Sign shall be in accordance with plans submitted with the CDC application;
2. A landscape plan shall be submitted to and approved by the Zoning Administrator;
3. All Village of Bensenville sewers must be shown on final plans prior to permit approval;
4. The address must be updated to a Village of Bensenville address.

Commissioner Rott made a motion to approve the Variation to allow a Sign with Staff's Recommendations. Commissioner Wasowicz seconded the motion. The motion carried 5-0

**TYPE:**Resolution**SUBMITTED BY:**Chris Dusza**DEPARTMENT:**Public Works**DATE:**May 20, 2025**DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with GHC Mechanical, LLC for the Purchase and Installation of an HVAC Unit at John Street Ice Rink in the Not-to-Exceed Amount of \$81,769

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

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

**COMMITTEE ACTION:**

Committee of the Whole (Unanimously approved 4-0)

**DATE:**

May 13, 2025

**BACKGROUND:**

The Village is responsible for maintaining the John Street Ice Rink and all equipment to run the facility, including the equipment that makes the ice for the ice rink.

The John Street Facility was constructed in 1997. The facility has one rooftop HVAC unit and one ground HVAC unit. The ground HVAC unit is in need of replacement. These units were installed with the original building and have been showing signs that it is past the useful life.

Each replacement unit will have the gas piping, electrical power and control wiring and drain piping re-connected for a complete installation. The old unit will be hauled from the jobsite for disposal. The unit will also meet the following requirements:

- New concrete pad will be installed
- High heat capacity
- 0-100% economizer with solid state control
- Power exhaust
- 460-volt 3-hp
- Replace electrical disconnect and whip on unit

**KEY ISSUES:**

The existing HVAC unit is the same age as the building. To ensure safety of the facility and visitors, staff determined it would be in the Village's best interest to purchase and install a new HVAC unit.

Staff sought proposals from three qualified vendors.

<b>HVAC Purchase and Installation at John Street Ice Rink</b>	
<b>Vendor</b>	<b>Amount</b>
GHC Mechanical, LLC	\$ 81,769
Midwest Mechanical Group, Inc.	\$ 88,855
Emcor Services Team Mechanical	\$ 89,675

Staff recommends approval of a contract with GHC Mechanical, LLC for \$81,769.

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

Staff recommends approval of the Resolution Authorizing the Execution of a Contract with GHC Mechanical, LLC for the Purchase and Installation of an HVAC Unit at John Street Ice Rink in the Not-to-Exceed Amount of \$81,769.

**BUDGET IMPACT:**

FY2025 there is \$125,000 budgeted in 31080800 594000 24618 for HVAC Replacement.

**ACTION REQUIRED:**

Approval of the Resolution Authorizing the Execution of a Contract with GHC Mechanical, LLC for the Purchase and Installation of an HVAC Unit at John Street Ice Rink in the Not-to-Exceed Amount of \$81,769.

Invoicing in the amount of \$40,884.50 is on tonight's warrant for 50% of payment to start work, subject to approval.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
RES - John Street HVAC	5/6/2025	Resolution Letter
PROPOSAL - GHC Mechanical, LLC.	5/14/2025	Backup Material



**RESOLUTION NO.**

**AUTHORIZING AND EXECUTION OF A CONTRACT WITH GHC MECHANICAL, LLC  
FOR THE PURCHASE AND INSTALLATION OF AN HVAC UNIT AT THE JOHN STREET  
ICE RINK IN THE NOT -TO-EXCEED AMOUNT OF \$81,769**

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

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

WHEREAS, the Village owns and operates an ice rink facility commonly known as John Street Ice Rink, and

WHEREAS, the Village maintains all the HVAC mechanical equipment, and

WHEREAS, the current HVAC unit is original to the building and is showing signs that it is past its' useful lifecycle, and

WHEREAS, to ensure safety of the facility and visitors, staff determined it would be in the Village's best interest to purchase and install a new HVAC unit, and

WHEREAS, staff received three competitive Proposals, and

WHEREAS, GHC Mechanical, LLC provided the lowest proposal in the amount of \$81,769.

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

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

**SECTION TWO:** The Village Board authorizes and approves the attached Resolution Authorizing the Execution of a Contract with GHC Mechanical, LLC for the Purchase and Installation of an HVAC Unit at John Street Ice Rink in the Not-to-Exceed Amount of \$81,769.

**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 May 20, 2025.

APPROVED:

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

ATTEST:

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

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

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

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



# GHC Mechanical, LLC

990 PAULY DRIVE , ELK GROVE VILLAGE , ILLINOIS 60007

24 HOUR PHONE : 847-593-0123 Fax : 847-593-0161

**Design Build - Air Conditioning - Heating - Controls - Service & Maintenance**

Village of Bensenville  
717 E. Jefferson Street  
Bensenville, IL 60106  
Mr. Chris Dusza

RE: Edge on John Ice Arena fitness and lobby hvac renovation REV 2

May 6, 2025

GHC Mechanical, LLC. is pleased to present the following proposal for the referenced facility.

### Scope of Work:

- Disconnect and remove condensing unit, indoor air handler and gas heat coil.
- Disconnect duct for new connections.
- Disconnect gas pipe for new connection
- **Cut new hole in block wall for new ductwork. Provide lintel. Patch.**
- Provide new Therma duct from unit to inside tied into existing system with lined ductwork inside building.
- Provide (1) roughly 100"x72"x4" thick concrete pad
- Provide (1) 7.5 ton gas heat, DX cooling packaged unit set on pad. Includes economizer, 460/3/60, medium gas heat, 2 stage cooling, direct drive. Based on Carrier due to amp draw limited to 20 amp breaker/service. Price includes receipt of unit after April 28, 2025
- Disconnect power and controls from existing unit.
- Remove ceiling grid and tile as needed. Reinstall.
- Provide new 1/2" conduit with 8c wire for thermostat to tie into existing thermostat
- WP gfi duplex receptacle using existing circuit
- \$2,000 allowance for a duct smoke detector, sample tube, key switch and monitor module
- Crane to set unit
- We would require 50% down at time of contract with 50% due at end of project.
- One Year Performance warranty

**Budget: \$ 81,769**

\*This proposal is valid for 30 days\*

**\*\* All prices are subject to change due to material cost fluctuation, fuel prices and/or unforeseen economic circumstances. GHC can provide quarterly updates as needed. \*\***

### **EXCLUDED AT THIS TIME**

- Test and Balance
- Process work of any kind
- Premium / overtime
- Permits, fees or any bonds

Approved by: \_\_\_\_\_  
Frank DeSimone, Village President

Thank you for the opportunity to bid on this project.

Date: \_\_\_\_\_

GHC Mechanical, LLC.  
Bill Kingsbury

**TYPE:**Resolution**SUBMITTED BY:**Brad Hargett**DEPARTMENT:**Public Works**DATE:**May 20, 2025**DESCRIPTION:**

Resolution Authorizing the Execution of a Construction Contract to Earthwerks Land Improvement and Development Corporation of Lisle, IL for Browngate Subdivision Detention Basin Project in the not-to-exceed amount of \$357,616.50.

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

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

**COMMITTEE ACTION:**

Committee of the Whole (Unanimously approved 4-0)

**DATE:**

May 13, 2025

**BACKGROUND:**

In 2020, the Village performed a Hydraulic and Hydrologic (H&H) Study of the Willow Creek and Silver Creek Watersheds. The Willow Creek watershed is approximately 3,200 acres and located in the northern portion of the Village. In general, the watershed flows from west to east and is centered along the Illinois Tollway RT-390. The northern upstream portion of the watercourse begins in Elk Grove Village and is conveyed in a southeast direction through channelized ditches until joining the main channel just north of Thorndale Avenue. The western upstream portion of the watercourse begins in Wood Dale and is conveyed in an easterly direction mainly via storm sewer. It crosses through various culverts under IL RT-83 where channelized ditches continue to carry flows east through the Village until reaching the main channel near Thorndale Avenue. The watershed is mostly industrial with some commercial along the main thoroughfares and includes residential neighborhoods mostly north of Hillside Drive.

The H&H study identified multiple problem areas, one which being "Problem Area S-5". During 10-year storm rain events, localized flooding occurs along Glendale Street, Twin Oaks Street, Argyle Street, Country Club Drive, and Eagle Drive. Multiple conduit routings were investigated to alleviate 25-yr inundation impacts within problem area S-5. Due to the large tributary area west of IL RT-83, providing extra capacity to the storm system showed negative downstream impacts at the Creek, therefore volume (storage) is required to attenuate flows from the proposed increased capacity of the storm sewer system. This alternative identified the demolished school site just east of the dead-end at Green Valley Street and north of Hillside Drive for a proposed detention facility.

The Browngate Subdivision consisting of Green Valley Street (Marshall to east end), Kevyn Lane, Stoneham Street, and North Franzen Street recently completed a roadway and utility reconstruction project. Last year, the Village negotiated and purchased a portion of the demolished Mohawk School property for stormwater detention. Stormsewer and watermain work was installed as part of the Browngate Subdivision Improvements Project in 2024 in preparation for a future basin on this newly acquired parcel.

The proposed basin will be a dry bottom turf basin which will provide approximately 3.5 acre-feet (1.15 million gallons) of storage. During heavy or long duration storm events, water which normally would back up in the storm piping and spill out into the roadways or lower lying areas will be conveyed to the basin with an overflow sewer pipe. The water will remain in the basin until downstream water levels drop and the basin drains out naturally. The intent of the basin design is to maintain a park-like setting with a basin that provides gently sloping sides and a flat bottom large enough for a soccer field.

**KEY ISSUES:**

Bids were advertised on April 10, 2025, with bids received and opened on Tuesday April 29, 2025 for the project. Ten (10) contractors submitted bids for this project. Earthwerks Land Improvement and Development Corporation submitted the lowest responsible bid. A summary of the results is included below.

Contractor	Bid Amount	Rank
<b>EarthWerks</b>	<b>\$ 357,616.50</b>	<b>1</b>
Maneval Construction	\$ 396,195.00	2
Shroeder Asphalt Services, Inc.	\$ 419,319.00	3
V3 Construction Group	\$ 474,500.00	4
Copenhaver Construction	\$ 530,402.60	5
A Lamp Concrete Contractors, Inc.	\$ 539,867.40	6
Acura, Inc.	\$ 551,901.00	7
Everlast Blacktop	\$ 568,800.80	8
Martam Construction	\$ 581,109.60	9
Berger Excavating	\$ 581,199.20	10
<i>Engineer's Estimate</i>	<i>\$540,360.00</i>	<i>N/A</i>

### **ALTERNATIVES:**

Discretion of the Village Board.

### **RECOMMENDATION:**

Staff recommends approval of a Resolution Authorizing Execution of a Construction Contract to Earthwerks Land Improvement and Development of Lisle, IL for the Browngate Subdivision Detention Basin Project in the not-to-exceed amount of \$357,616.50.

### **BUDGET IMPACT:**

In FY 2025, a total of \$600,000 has been budgeted for this project in TIF 12 account #37980850-596000-25501. Adequate funding has been budgeted for this project.

### **ACTION REQUIRED:**

Approval of a Resolution Authorizing Execution of a Construction Contract to Earthwerks Land Improvement and Development of Lisle, IL for the Browngate Subdivision Detention Basin Project in the not-to-exceed amount of \$357,616.

### **ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	5/14/2025	Cover Memo
Location Map	5/7/2025	Backup Material
Bid Tabulations	5/7/2025	Backup Material
Draft Contract	5/7/2025	Backup Material

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT  
WITH EARTHWERKS LAND IMPROVEMENT AND DEVELOPMENT  
CORPORATION OF LISLE, IL FOR THE BROWNGATE SUBDIVISION  
DETENTION BASIN PROJECT IN THE NOT-TO-EXCEED AMOUNT OF  
\$357,616.50**

WHEREAS the Village of Bensenville strives to provide quality services to its residents and businesses; and

WHEREAS in 2020, the Village performed a Hydraulic and Hydrologic (H&H) Study of the Willow Creek and Silver Creek Watersheds; and

WHEREAS the H&H study identified multiple problem areas, one which being “Problem Area S-5”, which includes Glendale Street, Twin Oaks Street, Argyle Street, Country Club Drive, and Eagle Drive; and

WHEREAS during 10-year storm rain events, localized flooding occurs along these roadways and in low lying areas in the watershed; and

WHEREAS due to the large tributary area west of IL RT-83, providing extra capacity to the storm system showed negative downstream impacts at the Creek, therefore volume (storage) is required to attenuate flows from the proposed increased capacity of the storm sewer system; and

WHEREAS “Problem Area S-5” identified the demolished school site just east of the dead-end at Green Valley Street and north of Hillside Drive for a proposed detention facility; and

WHEREAS during the Browngate Subdivision CDBG Improvements Project in 2024, the Village negotiated and purchased a portion of the demolished Mohawk School property for stormwater detention; and

WHEREAS stormsewer and watermain work was installed as part of the Browngate Subdivision Improvements Project in 2024 in preparation for a future basin on this newly acquired parcel; and

WHEREAS the proposed basin will be a dry bottom turf basin which will provide approximately 3.5 acre-feet (1.15 million gallons) of storage during heavy or long duration storm events; and

WHEREAS water which normally would back up in the storm piping and overflow into roadways or lower lying areas will be conveyed to the basin with an overflow sewer pipe, where it will remain until downstream water levels drop and the basin drains out naturally; and

WHEREAS the basin design is intended to maintain a park-like setting with a basin that provides gently sloping sides and a flat bottom large enough for a soccer field; and

WHEREAS the project was advertised for bid on April 10, 2025, with a bid opening date of April 29, 2025; and

WHEREAS Earthwerks Land Improvement and Development of Lisle, IL submitted the lowest most responsible bid at the April 29, 2025 bid opening in the amount of \$357,616.50.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the execution of a Construction Contract for the Browngate Subdivision Detention Basin Project to Earthwerks Land Improvement and Development of Lisle, IL in the not-to-exceed amount of \$357,616.50.

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 May 20, 2025.

APPROVED:

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

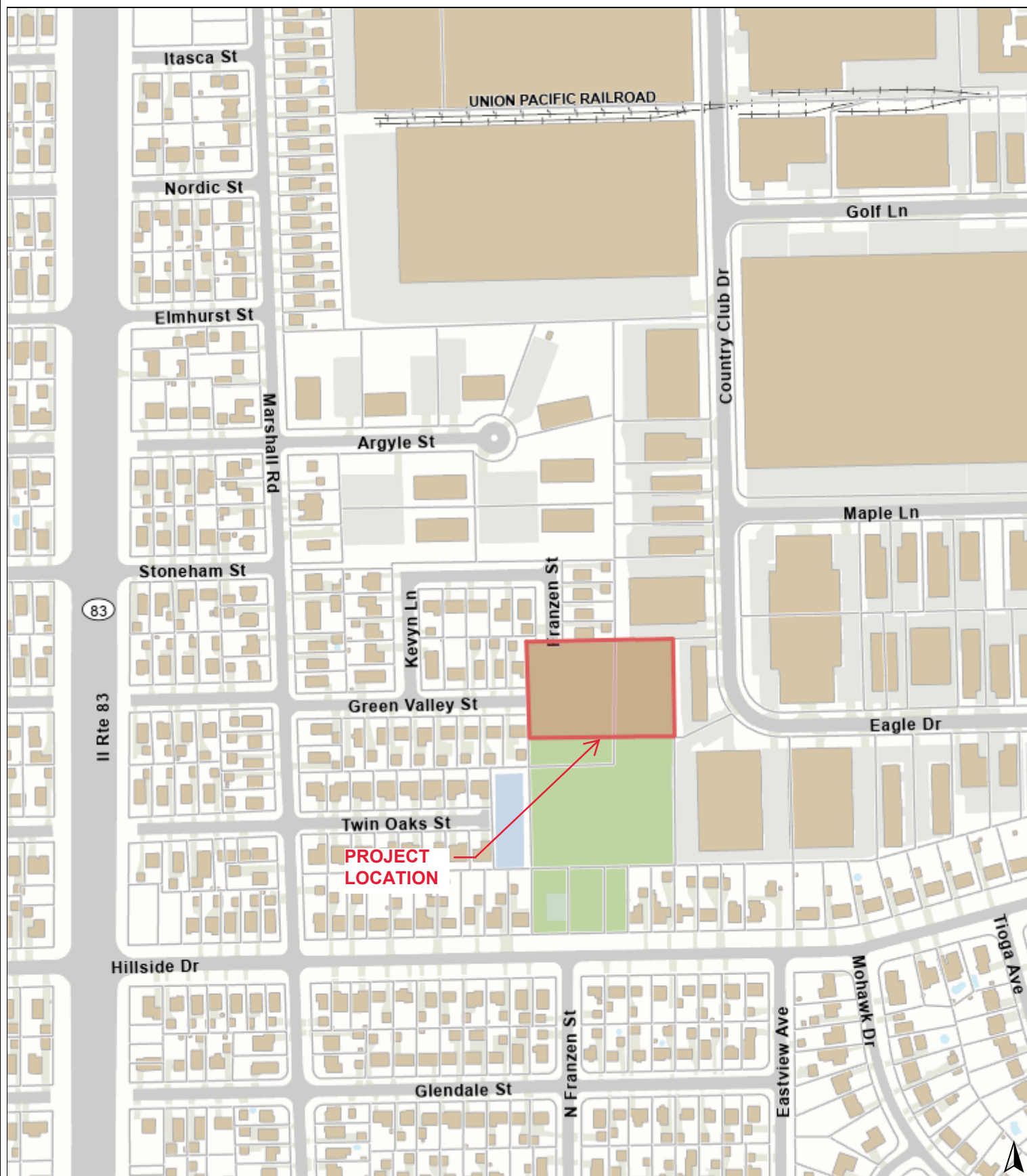
ATTEST:

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

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

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

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



0 450 900  
ft

Print Date: 11/7/2024

Notes

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.





## ENGINEERING ENTERPRISES, INC.

---

52 Wheeler Road, Sugar Grove, IL 60554  
Ph: 630.466.6700 • Fx: 630.466.6701  
www.eeiweb.com

May 1, 2025

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

**Re: *Browngate Subdivision Detention Basin  
Recommendation of Award***

Dear Mr. Caracci:

Bids were received, opened and tabulated for work to be done on the above referenced project at 11:00 AM, April 29, 2025. Representatives from the Village, the contractors bidding the project and our firm were in attendance.

At this time, we recommend the acceptance of the bid and approval of the award to be made to Earthwerks, 2111 Ogden Avenue, Lisle, IL 60532 in the total bid amount of **\$357,616.50**. Attached, please find a tabulation of bids for your reference.

If you have any questions or require any additional information, please call our office.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

Curtis P. Dettmann, P.E.  
Senior Project Manager

pc: Brad Hargett PE, PLS, CFM, Assistant Village Engineer, via e-mail  
BPS – EEI, via e-mail  
PGW2 – EEI, via e-mail



BID TABULATION BROWNGATE SUBDIVISION DETENTION BASIN VILLAGE OF BENSENVILLE																									
		BID TABULATION BIDS RECD 4/29/2025		EARTHWERKS 2111 Ogden Avenue Lisle, IL 60532		MANEVAL CONSTRUCTION 28090 W. Concrete Dr Ingleside, IL 60041		SCHROEDER ASPHALT SERVICES, INC. P.O. BOX 831 Huntley, IL 60142		V3 CONSTRUCTION GROUP 7325 Janes Ave Woodridge, IL 60193		COPENHAVER CONSTRUCTION 75 Koppie Dr. Gilberts, IL 60136		A LAMP CONCRETE 1900 Wright Blvd Schaumburg, IL 60193		ACURA, INC. 556 County Line Road Bensenville, IL 60106		EVERLAST BLACKTOP 7N540 IL Rt 25 Elgin, IL 60120		MARTAM CONSTRUCTION 1200 Gasket Drive Elgin, IL 60120		BERGER EXCAVATING 1205 Garland Road Wauconda, IL 60084		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL	CY	225	1.00	\$ 225.00	38.00	\$ 8,550.00	42.50	\$ 9,562.50	41.00	\$ 9,225.00	40.00	\$ 9,000.00	10.00	\$ 2,250.00	35.00	\$ 7,875.00	52.00	\$ 11,700.00	49.00	\$ 11,025.00	\$ 55.00	\$ 12,375.00	\$ 40.00	\$ 9,000.00
2	EARTH EXCAVATION	CY	5100	51.00	\$ 260,100.00	40.00	\$ 204,000.00	42.50	\$ 216,750.00	41.00	\$ 209,100.00	44.00	\$ 224,400.00	53.00	\$ 270,300.00	40.00	\$ 204,000.00	52.00	\$ 265,200.00	59.70	\$ 304,470.00	\$ 55.00	\$ 280,500.00	\$ 40.00	\$ 204,000.00
3	INLET & PIPE PROTECTION	EACH	2	100.00	\$ 200.00	203.00	\$ 406.00	250.00	\$ 500.00	380.00	\$ 760.00	200.00	\$ 400.00	50.00	\$ 100.00	200.00	\$ 400.00	200.00	\$ 400.00	402.00	\$ 804.00	\$ 300.00	\$ 600.00	\$ 250.00	\$ 500.00
4	PERIMETER EROSION BARRIER	LF	565	1.50	\$ 847.50	2.00	\$ 1,130.00	4.00	\$ 2,260.00	5.50	\$ 3,107.50	4.00	\$ 2,260.00	1.00	\$ 565.00	6.00	\$ 3,390.00	3.00	\$ 1,695.00	4.00	\$ 2,260.00	\$ 4.00	\$ 2,260.00	\$ 5.00	\$ 2,825.00
5	STABILIZED CONSTRUCTION ENTRANCE	LSUM	1	2,000.00	\$ 2,000.00	575.00	\$ 575.00	4,000.00	\$ 4,000.00	5,600.00	\$ 5,600.00	3,000.00	\$ 3,000.00	2,000.00	\$ 2,000.00	3,500.00	\$ 3,500.00	350.00	\$ 350.00	4,200.00	\$ 4,200.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00
6	TREE ROOT PRUNING	EACH	4	400.00	\$ 1,600.00	275.00	\$ 1,100.00	175.00	\$ 700.00	190.00	\$ 760.00	20.00	\$ 80.00	50.00	\$ 200.00	150.00	\$ 600.00	300.00	\$ 1,200.00	287.00	\$ 1,148.00	\$ 250.00	\$ 1,000.00	\$ 500.00	\$ 2,000.00
7	TREE PROTECTION	EACH	4	100.00	\$ 400.00	220.00	\$ 880.00	225.00	\$ 900.00	190.00	\$ 760.00	150.00	\$ 600.00	50.00	\$ 200.00	150.00	\$ 600.00	300.00	\$ 1,200.00	230.00	\$ 920.00	\$ 100.00	\$ 400.00	\$ 750.00	\$ 3,000.00
8	DUST CONTROL WATERING	UNIT	32	1.00	\$ 32.00	33.00	\$ 1,056.00	60.00	\$ 1,920.00	150.00	\$ 4,800.00	120.00	\$ 3,840.00	1.00	\$ 32.00	100.00	\$ 3,200.00	1.00	\$ 32.00	87.00	\$ 2,784.00	\$ 10.00	\$ 320.00	\$ 100.00	\$ 3,200.00
9	EROSION CONTROL BLANKET	SY	2024	1.50	\$ 3,036.00	2.00	\$ 4,048.00	1.75	\$ 3,542.00	1.50	\$ 3,036.00	3.00	\$ 6,072.00	5.25	\$ 10,626.00	2.00	\$ 4,048.00	2.00	\$ 4,048.00	2.00	\$ 4,048.00	\$ 1.25	\$ 2,530.00	\$ 2.00	\$ 4,048.00
10	TREE REMOVAL	UNIT	70	50.00	\$ 3,500.00	62.00	\$ 4,340.00	55.00	\$ 3,850.00	58.00	\$ 4,060.00	50.00	\$ 3,500.00	65.00	\$ 4,550.00	50.00	\$ 3,500.00	40.00	\$ 2,800.00	64.00	\$ 4,480.00	\$ 48.00	\$ 3,360.00	\$ 75.00	\$ 5,250.00
11	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SY	340	1.00	\$ 340.00	18.00	\$ 6,120.00	12.00	\$ 4,080.00	15.00	\$ 5,100.00	10.00	\$ 3,400.00	18.50	\$ 6,290.00	15.00	\$ 5,100.00	16.10	\$ 5,474.00	28.75	\$ 9,775.00	\$ 20.00	\$ 6,800.00	\$ 10.00	\$ 3,400.00
12	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SY	89	40.00	\$ 3,560.00	27.00	\$ 2,403.00	35.00	\$ 3,115.00	40.00	\$ 3,560.00	85.00	\$ 7,565.00	54.00	\$ 4,806.00	120.00	\$ 10,680.00	38.00	\$ 3,382.00	23.00	\$ 2,047.00	\$ 81.00	\$ 7,209.00	\$ 75.00	\$ 6,675.00
13	HOT-MIX ASPHALT BINDER COURSE, IL 19.0, 2"	TON	40	100.00	\$ 4,000.00	172.00	\$ 6,880.00	165.00	\$ 6,600.00	170.00	\$ 6,800.00	225.00	\$ 9,000.00	167.00	\$ 6,680.00	300.00	\$ 12,000.00	110.00	\$ 4,400.00	240.00	\$ 9,600.00	\$ 155.00	\$ 6,200.00	\$ 85.00	\$ 3,400.00
14	HOT-MIX ASPHALT SURFACE COURSE, MIX D, 2"	TON	40	100.00	\$ 4,000.00	177.00	\$ 7,080.00	165.00	\$ 6,600.00	200.00	\$ 8,000.00	300.00	\$ 12,000.00	170.00	\$ 6,800.00	300.00	\$ 12,000.00	110.00	\$ 4,400.00	247.00	\$ 9,880.00	\$ 175.00	\$ 7,000.00	\$ 100.00	\$ 4,000.00
15	AGGREGATE SUBGRADE IMPROVEMENT	CY	20	50.00	\$ 1,000.00	55.00	\$ 1,100.00	80.00	\$ 1,600.00	120.00	\$ 2,400.00	0.01	\$ 0.20	10.00	\$ 200.00	60.00	\$ 1,200.00	58.00	\$ 1,160.00	92.00	\$ 1,840.00	\$ 90.00	\$ 1,800.00	\$ 35.00	\$ 700.00
16	SIDEWALK REMOVAL	SF	150	3.00	\$ 450.00	4.00	\$ 600.00	10.00	\$ 1,500.00	4.50	\$ 675.00	5.00	\$ 750.00	5.75	\$ 862.50	5.00	\$ 750.00	2.00	\$ 300.00	4.00	\$ 600.00	\$ 3.25	\$ 487.50	\$ 2.00	\$ 300.00
17	PCC SIDEWALK, 5"	SF	150	20.00	\$ 3,000.00	37.00	\$ 5,550.00	40.00	\$ 6,000.00	19.00	\$ 2,850.00	20.00	\$ 3,000.00	17.50	\$ 2,625.00	20.00	\$ 3,000.00	12.00	\$ 1,800.00	41.00	\$ 6,150.00	\$ 35.00	\$ 5,250.00	\$ 9.00	\$ 1,350.00
18	FLARED END SECTION, 12" RCP	EACH	1	300.00	\$ 300.00	2,300.00	\$ 2,300.00	4,300.00	\$ 4,300.00	2,800.00	\$ 2,800.00	2,000.00	\$ 2,000.00	3,650.00	\$ 3,650.00	2,500.00	\$ 2,500.00	3,200.00	\$ 3,200.00	1,600.00	\$ 1,600.00	\$ 3,500.00	\$ 3,500.00	\$ 120.00	\$ 120.00
19	STORM SEWER, CLASS B, TYPE 2, 12" RCP	LF	14	40.00	\$ 560.00	117.00	\$ 1,638.00	250.00	\$ 3,500.00	240.00	\$ 3,360.00	260.00	\$ 3,640.00	110.00	\$ 1,540.00	350.00	\$ 4,900.00	140.00	\$ 1,960.00	178.00	\$ 2,492.00	\$ 180.00	\$ 2,520.00	\$ 100.00	\$ 1,400.00
20	PIPE UNDERDRAIN, 6" HDPE	LF	70	18.00	\$ 1,260.00	44.00	\$ 3,080.00	80.00	\$ 5,600.00	57.00	\$ 3,990.00	60.00	\$ 4,200.00	49.00	\$ 3,430.00	150.00	\$ 10,500.00	69.00	\$ 4,830.00	47.00	\$ 3,290.00	\$ 55.00	\$ 3,850.00	\$ 100.00	\$ 7,000.00
21	CONNECTION TO EXISTING STORM STRUCTURE	EACH	1	1,000.00	\$ 1,000.00	516.00	\$ 516.00	1,000.00	\$ 1,000.00	1,600.00	\$ 1,600.00	1,200.00	\$ 1,200.00	1,500.00	\$ 1,500.00	4,000.00	\$ 4,000.00	3,200.00	\$ 3,200.00	1,700.00	\$ 1,700.00	\$ 1,950.00	\$ 1,950.00	\$ 3,000.00	\$ 3,000.00
22	RESTORATION	SY	10166	1.00	\$ 10,166.00	3.00	\$ 30,498.00	3.25	\$ 33,039.50	6.00	\$ 60,996.00	9.00	\$ 91,494.00	6.15	\$ 62,520.90	13.00	\$ 132,158.00	6.80	\$ 69,128.80	5.10	\$ 51,846.60	\$ 5.95	\$ 60,487.70	\$ 12.00	\$ 121,992.00
23	SUPPLEMENTAL WATERING	UNIT	40	1.00	\$ 40.00	33.00	\$ 1,320.00	35.00	\$ 1,400.00	32.00	\$ 1,280.00	0.01	\$ 0.40	1.00	\$ 40.00	100.00	\$ 4,000.00	1.00	\$ 40.00	35.00	\$ 1,400.00	\$ 90.00	\$ 3,600.00	\$ 5.00	\$ 200.00
24	NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - TYPE 1	CY	500	10.00	\$ 5,000.00	92.00	\$ 46,000.00	90.00	\$ 45,000.00	110.00	\$ 55,000.00	20.00	\$ 10,000.00	76.00	\$ 38,000.00	65.00	\$ 32,500.00	10.00	\$ 5,000.00	90.00	\$ 45,000.00	\$ 135.00	\$ 67,500.00	\$ 60.00	\$ 30,000.00
25	NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - TYPE 2	CY	100	10.00	\$ 1,000.00	106.00	\$ 10,600.00	65.00	\$ 6,500.00	82.00	\$ 8,200.00	0.01	\$ 1.00	76.00	\$ 7,600.00	75.00	\$ 7,500.00	10.00	\$ 1,000.00	44.00	\$ 4,400.00	\$ 165.00	\$ 16,500.00	\$ 80.00	\$ 8,000.00
26	EXPLORATORY EXCAVATION	EACH	10	100.00	\$ 1,000.00	687.00	\$ 6,870.00	300.00	\$ 3,000.00	1,400.00	\$ 14,000.00	200.00	\$ 2,000.00	250.00	\$ 2,500.00	800.00	\$ 8,000.00	250.00	\$ 2,500.00	735.00	\$ 7,350.00	\$ 250.00	\$ 2,500.00	\$ 500.00	\$ 5,000.00
27	CONSTRUCTION LAYOUT	LS	1	3,000.00	\$ 3,000.00	11,000.00	\$ 11,000.00	9,000.00	\$ 9,000.00	5,505.50	\$ 5,505.50	22,000.00	\$ 22,000.00	15,000.00	\$ 15,000.00	10,000.00	\$ 10,000.00	6,500.00	\$ 6,500.00	5,000.00	\$ 5,000.00	\$ 9,000.00	\$ 9,000.00	\$ 15,000.00	\$ 15,000.00
28	TRAFFIC CONTROL AND PROTECTION	LS	1	1,000.00	\$ 1,000.00	550.00	\$ 550.00	3,500.00	\$ 3,500.00	1,600.00	\$ 1,600.00	45,000.00	\$ 45,000.00	30,000.00	\$ 30,000.00	10,000.00	\$ 10,000.00	48,000.00	\$ 48,000.00	22,000.00	\$ 22,000.00	\$ 4,200.00	\$ 4,200.00	\$ 40,000.00	\$ 40,000.00
29	MOBILIZATION	LS	1	20,000.00	\$ 20,000.00	1,005.00	\$ 1,005.00	5,000.00	\$ 5,000.00	20,575.00	\$ 20,575.00	35,000.00	\$ 35,000.00	30,000.00	\$ 30,000.00	25,000.00	\$ 25,000.00	88,901.00	\$ 88,901.00	34,000.00	\$ 34,000.00	\$ 34,500.00	\$ 34,500.00	\$ 20,000.00	\$ 20,000.00
30	ALLOWANCE - ITEMS ORDERED BY ENGINEER	UNIT	25000	1.00	\$ 25,000.00	1.00	\$ 25,000.00	1.00	\$ 25,000.00	1.00	\$ 25,000.00	1.00	\$ 25,000.00	1.00	\$ 25,000.00	1.00	\$ 25,000.00	1.00	\$ 25,000.00	1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00
	TOTAL				357,616.50		396,195.00		419,319.00		474,500.00		530,402.60		539,867.40		551,901.00		568,800.80		581,109.60		581,199.20		540,360.00

YELLOW HIGHLIGHT INDICATES MATHEMATICAL ERROS FROM BID SUBMITTAL

% BELOW/ABOVE ENGINEER'S ESTIMATE	-33.8%	-26.7%	-22.4%	-12.2%	-1.8%	-0.1%	2.1%	5.3%	7.5%	7.6%
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# **PROJECT MANUAL**

**For**

## **BROWNGATE SUBDIVISION DETENTION BASIN**

**Village of Bensenville  
DuPage County, Illinois**

**Bid Issue: April 10, 2025**

<b>BIDS DUE: 11:00 A.M., TUESDAY, APRIL 29, 2025</b>
--



**ENGINEERING ENTERPRISES, INC.  
52 Wheeler Road  
Sugar Grove, Illinois 60554-9595  
630/466-6700**

Proposal Submitted By:

Earth Weir's Land Improvement &  
Development Corporation

Name

2111 Odgen Ave

Address

Liste IL 60532

City

State

Zip

630-482-2341

Phone Number

## **PROJECT MANUAL**

**for**

## **BROWNGATE SUBDIVISION DETENTION BASIN**

Village of Bensenville  
DuPage County, Illinois

Bid Issue: April 10, 2025

**ENGINEERING ENTERPRISES, INC.**  
52 Wheeler Road  
Sugar Grove, Illinois 60554-9595  
630/466-6700

**PROJECT MANUAL**  
**for**  
**BROWNGATE SUBDIVISION DETENTION BASIN**

***Village of Bensenville***  
***DuPage County, Illinois***

**TABLE OF CONTENTS**

CONTRACT DOCUMENTS	
ADVERTISEMENT FOR BIDS	AB-01 – 02
INFORMATION FOR BIDDERS	IB-01 – 08
BID	B-01 – 05
BID BOND	BB-01 – 02
AGREEMENT	A-01 – 04
PAYMENT BOND	PAB-01 – 04
PERFORMANCE BOND	PEB-01 – 04
NOTICE OF AWARD	NA-01 - 03
NOTICE TO PROCEED	NP-01 – 02
CHANGE ORDER	CO-01 – 02
GENERAL CONDITIONS	GC-01 – 10
SPECIAL PROVISIONS*	1 – 16
APPENDIX A – Improvement Plans for Browngate Subdivision Detention Basin	
APPENDIX B – Geotechnical Report	
APPENDIX C – Permits	

\*See Separate Table of Contents Included in this Section

## ADVERTISEMENT FOR BIDS

Village of Bensenville

12 S. Center Street

Bensenville, IL 60106

Separate sealed BIDS for the construction of Browngate Subdivision Detention Basin, which consists of the installation of a detention basin and related storm sewer will be received by Village of Bensenville, 12 S. Center Street, Bensenville, IL 60106 until 11:00 a.m., local time, April 29, 2025, and then at said office publicly opened and read aloud.

The complete digital Browngate Subdivision Detention Basin bidding documents are available at [www.eeiweb.com](http://www.eeiweb.com) (click on the Bidding Information tab) or [www.questcdn.com](http://www.questcdn.com). You may download the digital documents free of charge by inputting Quest Project #9618656 on the website's projects tab search page. Please contact QuestCDN.com at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in membership registration, downloading, and working with this digital project information.

A certified check or bank draft, payable to the order of The Village of Bensenville negotiable U.S. Government bond (at par value) or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total Bid shall be submitted with each Bid.

Attention is called to the fact that not less than the minimum salaries and wages as set forth in the Contract Documents must be paid on this project and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

The Village of Bensenville reserves the right to reject all Bids or to waive any informalities in the bidding.

ADVERTISEMENT FOR BIDS

Page 2

Bids may be held by The Village of Bensenville for a period not to exceed 60 days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

The Village of Bensenville is an equal opportunity employer.

April 10, 2025

By Order of the Village of Bensenville

Nancy Quinn, Village Clerk

## INFORMATION FOR BIDDERS

BIDS will be received by The Village of Bensenville, (herein called the "OWNER"), at 12 S. Center Street, Bensenville, IL 60106 until 11:00 a.m., local time, April 29, 2025, and then at said office publicly opened and read aloud.

The WORK consists of the construction of Browngate Subdivision Detention Basin, which consists of the installation of a detention basin and related storm sewer.

All addenda, notifications, bidding information, etc. will be issued through QuestCDN only. It is the bidder's responsibility to acquire the necessary QuestCDN account in order to receive said information. Errors in a bid submittal due to the bidder's failure to acquire the necessary QuestCDN account may result in the rejection of the BID.

Bidders shall submit all bid questions through QuestCDN. The deadline to submit questions is 5:00 pm on April 23, 2025.

Each BID must be submitted in a sealed envelope, addressed to The Village of Bensenville, 12 S. Center Street, Bensenville, IL 60106. Each sealed envelope containing a BID must be plainly marked on the outside as BID for Browngate Subdivision Detention Basin and the envelope should bear on the outside the name of the BIDDER, his address, and his license number if applicable. If forwarded by mail, the sealed envelope containing the BIDS must be enclosed in another envelope addressed to the OWNER at 12 S. Center Street, Bensenville, IL 60106.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be clearly filled in, in ink or typewritten. The BID form must be fully completed and executed when submitted. Numbers should be stated in figures and the signatures of all individuals must be in longhand. The completed form should be without interlineation, alterations, or erasures.

Each bid must give the full business address of the BIDDER and must be signed by the BIDDER with his or her usual signature. BIDS by partnerships must furnish the full  
(continued)



## INFORMATION FOR BIDDERS

### Page 2

names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters.

BIDS by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the OWNER, satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished. A BIDDER's failure to properly sign required forms may result in rejection of the BID.

The OWNER reserves the right to reject any and all bid proposals, to contract work with whomever and in whatever manner the OWNER decides, to abandon the work entirely, or to waive any informality or non-substantive irregularity as the interest of the OWNER may require.

Any BID may be modified or withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof.

Any addenda or bulletins issued during the time of bidding shall form a part of the specifications issued to BIDDERS for the preparation of their proposals and shall continue a part of the Contract Documents.

Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended upon mutual agreement between the OWNER and the BIDDER.

The quantities shown are approximate. The OWNER reserves the right to increase or decrease quantities as desired. BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the exhibits and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done. The BIDDER must BID all items contained in the BID schedule.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and construction easements required or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

The CONTRACTOR shall cooperate with other contractors that work on any portion of projects directly or indirectly related to this PROJECT. The CONTRACTOR shall schedule his construction to minimize conflicts in common work areas and to maintain continuity in construction and traffic management.

After award of the CONTRACT, a preconstruction meeting will be held, with representatives of the OWNER, ENGINEER, and CONTRACTOR, including the superintendent actually assigned to this PROJECT. This meeting will be held prior to the beginning of WORK. The PROJECT will be reviewed at that time.

At the preconstruction meeting, the CONTRACTOR shall furnish to the OWNER and ENGINEER their proposed schedule of improvements, including estimated time of

## INFORMATION FOR BIDDERS

Page 4

completion for the various work items along with their proposed mobilization plan and soil erosion and sedimentation control plan.

The CONTRACTOR will dispose of all unsuitable and unusable materials off-site at an approved location in a manner that public or private property will not be damaged or endangered. This WORK is considered incidental to the cost of the PROJECT.

Location of utilities shown on plans is approximate only and is not necessarily complete. CONTRACTOR shall make their own investigations as to location of all existing underground structures, cables, and pipelines.

The BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. The BIDDER shall be fully complete with the Browngate Subdivision Detention Basin by October 3, 2025. BIDDER further agrees to pay as liquidated damages, the sum of \$1,275 for each consecutive calendar day thereafter the time of completion as provided in Section 15 of the General Conditions.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed, the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and the performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

## INFORMATION FOR BIDDERS

### Page 5

A payment BOND and a performance BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the payment BOND and performance BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER, who may reject all bids and call for new bids.

The OWNER within fifteen (15) days of receipt of acceptable payment BOND, performance BOND, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within fifteen (15) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within said period, the time may be extended by mutual agreement between OWNER and CONTRACTOR. If the NOTICE TO PROCEED has

not been issued within the fifteen (15) day period, or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. Upon the request of the OWNER, a BIDDER shall submit promptly to the OWNER satisfactory evidence showing the BIDDER's financial resources, the BIDDER's organization available for the performance of the contract and any other required evidence of the BIDDER's qualifications to perform the proposed contract. The OWNER may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a BIDDER's responsibility to perform the proposed contract may result in rejection of the bid.

The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID may not be accepted. A BID response to any specific item of this bid with terms such as "negotiable", "will negotiate", or similar, will be considered as non-compliance with that specific term.

Award will be made to the low, responsive, responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract

## INFORMATION FOR BIDDERS

Page 7

throughout including the Employment of Illinois Workers on Public Works Act (30 ILCS 570).

BIDDER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the BID proposal shall conform to all applicable requirements of local, state, and federal law. This project shall be tax exempt. The OWNER'S tax exemption number will be provided to the Contractor after contract award.

In the event of litigation, the BID documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of Illinois. Venue shall be with the appropriate state court located in DuPage County, Illinois.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

The OWNER will make progress payments to the CONTRACTOR within 30 calendar days of the date of receipt of a request for payment.

## INFORMATION FOR BIDDERS

Page 8

The BIDDER shall supply a list of all SUBCONTRACTORS that submitted proposals and if requested by the OWNER the names and address of major material SUPPLIERS. Each BIDDER, and their SUBCONTRACTORS, if any, must possess all appropriate and required licenses or other permits to perform the work as identified in contract documents. Upon request, each BIDDER shall furnish the OWNER with evidence demonstrating possession of the required licenses or permits. Failure to submit such evidence to the OWNER's satisfaction may result in rejection of the BID.

The ENGINEER is Engineering Enterprises, Inc. Their address is 52 Wheeler Road, Sugar Grove, Illinois 60554. Their telephone Number is 630/466-6700.

BID  
*Earthwerks Land Improvement +*

Proposal of Development Corporation (hereinafter called "BIDDER"), organized and existing under the laws of the State of ILLINOIS doing business as Corporation \* to The Village of Bensenville (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Browngate Subdivision Detention Basin in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

If awarded the contract, the BIDDER hereby agrees to sign said contract and furnish the necessary bonds and certificates of insurance within ten (10) days after the NOTICE OF AWARD of this contract and agrees to perform in accordance with all contract terms.

If awarded the contract, the BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. The BIDDER shall be fully complete with the Browngate Subdivision Detention Basin by October 3, 2025. BIDDER further agrees to pay as liquidated damages, the sum of \$1,275 for each consecutive calendar day thereafter the time of completion as provided in Section 15 of the General Conditions.

(I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:

- (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;



- (ii) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
  - (iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- (II) Each person signing the bid shall certify that:
- (i) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to (I) (i) through (I) (iii) above; or
  - (ii) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I) (i) through (I) (iii) above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (I) (i) through (I) (iii) above.

BIDDER acknowledges receipt of the following ADDENDUM:

— none —  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**BID INSTRUCTIONS:**

The BIDDER expressly agrees to the following provisions:

1. The BIDDER shall complete and submit the Bid Schedule included herein with his/her Bid.
2. BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum contained in the following Bid Schedule:

**BID SCHEDULE  
FOR  
BROWNGATE SUBDIVISION DETENTION BASIN**

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL	CY	225	\$ 1.	\$ 225.
2	EARTH EXCAVATION	CY	5100	\$ 51.	\$ 260100.
3	INLET & PIPE PROTECTION	EACH	2	\$ 100.	\$ 200.
4	PERIMETER EROSION BARRIER	LF	565	\$ 1.50	\$ 847.50
5	STABILIZED CONSTRUCTION ENTRANCE	LSUM	1	\$ 2000.	\$ 2000.
6	TREE ROOT PRUNING	EACH	4	\$ 400.	\$ 1600.
7	TREE PROTECTION	EACH	4	\$ 100.	\$ 400.
8	DUST CONTROL WATERING	UNIT	32	\$ 1.	\$ 32.
9	EROSION CONTROL BLANKET	SY	2024	\$ 1.50	\$ 3036.
10	TREE REMOVAL	UNIT	70	\$ 50.	\$ 3500.
11	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SY	340	\$ 1.	\$ 340.
12	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SY	89	\$ 40.	\$ 3560.
13	HOT-MIX ASPHALT BINDER COURSE, IL 19.0, 2"	TON	40	\$ 100.	\$ 4000.
14	HOT-MIX ASPHALT SURFACE COURSE, MIX D, 2"	TON	40	\$ 100.	\$ 4000.
15	AGGREGATE SUBGRADE IMPROVEMENT	CY	20	\$ 50.	\$ 1000.
16	SIDEWALK REMOVAL	SF	150	\$ 3.	\$ 450.
17	PCC SIDEWALK, 5"	SF	150	\$ 20.	\$ 3000.
18	FLARED END SECTION, 12" RCP	EACH	1	\$ 300.	\$ 300.
19	STORM SEWER, CLASS B, TYPE 2, 12" RCP	LF	14	\$ 40.	\$ 560.
20	PIPE UNDERDRAIN, 6" HDPE	LF	70	\$ 18.	\$ 1260.
21	CONNECTION TO EXISTING STORM STRUCTURE	EACH	1	\$ 1000.	\$ 1000.
22	RESTORATION	SY	10166	\$ 1.	\$ 10166.
	SUPPLEMENTAL WATERING	UNIT	40	\$ 1.	\$ 40.
	NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - TYPE 1	CY	500	\$ 10.	\$ 5000.
	NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - TYPE 2	CY	100	\$ 10.	\$ 1000.
23	EXPLORATORY EXCAVATION	EACH	10	\$ 100.	\$ 1000.
24	CONSTRUCTION LAYOUT	LS	1	\$ 3000.	\$ 3000.
25	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 1000.	\$ 1000.
26	MOBILIZATION	LS	1	\$ 20000.	\$ 20000.
27	ALLOWANCE - ITEMS ORDERED BY ENGINEER	UNIT	25000	\$ 1.00	\$ 25,000.00
TOTAL				\$	\$ 357616.50

\* Three hundred and fifty seven thousand - six hundred and sixteen dollars + 50/100 \*



(If an individual) Signature of Bidder \_\_\_\_\_ (SEAL)

Business Address \_\_\_\_\_  
\_\_\_\_\_

(If a co-partnership) Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Insert \_\_\_\_\_  
Names and  
Addresses of \_\_\_\_\_  
All Members  
of the Firm \_\_\_\_\_

(If a corporation)

Corporate Name Earth Wares Land Improvement & Development

Signed By \_\_\_\_\_ Corporation

Business Address 2111 Odger Ave

Uster IL 60532



President DAN DAVIES

Insert  
Name of  
Officers

Secretary DAN DAVIES

Treasurer DAN DAVIES

Attest: \_\_\_\_\_

Secretary

**THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Earthwerks Land Improvement and Development Corporation as Principal, and Harco National Insurance Company as Surety, are hereby held and firmly bound unto Village of Bensenville as OWNER in the penal sum of Five Percent of the Amount of Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

Signed, this 29th day of April, 2025. The Condition of the above obligation is such that whereas the Principal has submitted to The Village of Bensenville a certain BID, attached hereto and made a part hereof to enter into a contract in writing, for the Browngate Subdivision Detention Basin, which consists of the installation of a detention basin and related storm sewer.

NOW, THEREFORE,

- a. If said BID shall be rejected, or
- b. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,


then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

BID BOND  
Page 2

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Earthwerks Land Improvement and Development Corporation

By:   
Principal *DAN DAVIES*

(L.S.)



Harco National Insurance Company  
Surety

By:   
Attorney-in-Fact  
Christine Eitel

Countersigned By: N/A  
Authorized Representative

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

*Surety Company Acknowledgement*

STATE OF **ILLINOIS**  
COUNTY OF **COOK**

SS:

On this 29th day of April, 2025 before me personally appeared  
Christine Eitel, to me known, who, being by me duly sworn, did  
depone and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact** of  
Harcos National Insurance Company, the corporation  
described in and which executed the annexed instrument; that (s)he knows the corporate seal of  
said corporation; that the seal affixed to said instrument is such corporate seal; that it was so  
affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name  
thereto by like order; and that the liabilities of said corporation do not exceed its assets as  
ascertained in the manner provided by law.

Courtney A. Flaska  
Notary Public in and for the above County and State

My Commission Expires: 05/17/25



Bond # \_\_\_\_\_ Bid Bond \_\_\_\_\_

**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

**MIKE POHL, KIRK A. LISKIEWITZ, COURTNEY A. FLASKA, SAMANTHA BRADTKE, JAMES L. SULKOWSKI, ROBERT B. SCHUTZ, SHERENE L. HEMLER, STEPHEN L. WEBSTER, CHRISTINE EITEL, LUCIANNE BISCHOFF**

**Schaumburg, IL**

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

**"RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

Load Current Date

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2022



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2024

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 29th day of April, 2025

A00319

Irene Martins, Assistant Secretary



## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between The Village of Bensenville hereinafter called "OWNER" and \_\_\_\_\_ doing business as (a corporation) or (a partnership) or (an individual), hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Browngate Subdivision Detention Basin, which consists of the installation of a detention basin and related storm sewer.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT as described herein.

3. The BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. The BIDDER shall be fully complete with the Browngate Subdivision Detention Basin by October 3, 2025. BIDDER further agrees to pay as liquidated damages, the sum of \$1,275 for each consecutive calendar day thereafter the time of completion as provided in Section 15 of the General Conditions. If in the sole opinion of the ENGINEER the CONTRACTOR has pursued the work and demonstrated due diligence in meeting the schedule and is unable to complete the detention basin and storm sewer installation due to weather related conditions, liquidated damages may at the sole discretion of the OWNER be waived, and an extension of the contract time will be granted.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of

\_\_\_\_\_ Dollars, \_\_\_\_\_

or as shown on the BID Schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Advertisement for BIDS
- (B) Information for BIDDERS
- (C) BID
- (D) BID BOND
- (E) Agreement
- (F) Payment BOND
- (G) Performance BOND
- (H) NOTICE OF AWARD
- (I) NOTICE TO PROCEED
- (J) CHANGE ORDER
- (K) GENERAL CONDITIONS
- (L) SPECIAL PROVISIONS
- (M) APPENDICES
- (N) DRAWINGS, prepared by Engineering Enterprises, Inc.  
number 1 through 9, and dated April 10, 2025
- (O) ADDENDA:
  - No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_.
  - No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_.
  - No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

8. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in triplicate each of which shall be deemed  
(no. of copies)  
an original on the date first above written.

(SEAL)

ATTEST:

\_\_\_\_\_  
Name Nancy Quinn  
(Please Type)

Title Village Clerk

(SEAL)

ATTEST:

\_\_\_\_\_  
Name \_\_\_\_\_  
(Please Type)

Title \_\_\_\_\_

OWNER:

The Village of Bensenville

BY \_\_\_\_\_

Name Frank DeSimone  
(Please Type)

Title Village President

CONTRACTOR:

\_\_\_\_\_

BY \_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

Address \_\_\_\_\_

\_\_\_\_\_

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
Village of Bensenville

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
12 S. Center Street, Bensenville, IL 60106

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_Dollars \$(\_\_\_\_\_).

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

a copy of which is hereto attached and made a part hereof for the construction of:

Browngate Subdivsion Detention Basin, which consists of the installation of a detention basin and related storm sewer.

PAYMENT BOND

Page 2

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 (three) counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

By \_\_\_\_\_ (s)

\_\_\_\_\_  
Address

PAYMENT BOND

Page 3

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

ATTEST:

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

(continued)

PAB-03

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
Village of Bensenville

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
12 S. Center Street, Bensenville, IL 60106

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_Dollars \$(\_\_\_\_\_).

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

a copy of which is hereto attached and made a part hereof for the construction of:

Browngate Subdivsion Detention Basin, which consists of the installation of a detention basin and related storm sewer.

PERFORMANCE BOND

Page 2

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during that one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 (three) counterparts, each one of which shall be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
(Principal) Secretary

PERFORMANCE BOND

Page 3

By \_\_\_\_\_ (s)

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Address  
\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

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NOTICE OF AWARD

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description: Browngate Subdivision Detention Basin, which consists of the installation of a detention basin and related storm sewer.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for BIDS dated April 10, 2025, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
The Village of Bensenville  
Owner

By \_\_\_\_\_

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

NOTICE OF AWARD

Page 2

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

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NOTICE TO PROCEED

To: \_\_\_\_\_ Date: \_\_\_\_\_

Project: Browngate Subdivision Detention Basin

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_, and you are to be fully complete with the Browngate Subdivision Detention Basin by October 3, 2025.

\_\_\_\_\_  
The Village of Bensenville  
Owner

By \_\_\_\_\_

Title Village President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by \_\_\_\_\_.

\_\_\_\_\_,

this the \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_



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## CHANGE ORDER

Order No. \_\_\_\_\_

Date: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

NAME OF PROJECT: Browngate Subdivision Detention Basin

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

### Change of CONTRACT PRICE:

Original CONTRACT PRICE: \$ \_\_\_\_\_

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) \$ \_\_\_\_\_

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased)  
by: \$ \_\_\_\_\_

The new CONTRACT PRICE including this CHANGE ORDER will be \$ \_\_\_\_\_

CHANGE ORDER NO. C-\_\_\_\_\_

Page 2

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_ (Date.)

Approvals Required:

To be effective this order must be approved by the agency if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: \_\_\_\_\_ CONTRACTOR

Recommended by: \_\_\_\_\_ Engineering Enterprises, Inc.

Accepted by: \_\_\_\_\_ The Village of Bensenville

## GENERAL CONDITIONS

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. Definitions</li> <li>2. Additional Instructions and Detail Drawings</li> <li>3. Schedules, Reports and Records</li> <li>4. Drawings and Specifications</li> <li>5. Shop Drawings</li> <li>6. Materials, Services and Facilities</li> <li>7. Inspection and Testing</li> <li>8. Substitutions</li> <li>9. Patents</li> <li>10. Surveys, Permits, Regulations</li> <li>11. Protection of Work, Property, Persons</li> <li>12. Supervision by Contractor</li> <li>13. Changes in the Work</li> <li>14. Changes in Contract Price</li> <li>15. Time for Completion and Liquidated Damages</li> <li>16. Correction of Work</li> </ol> | <ol style="list-style-type: none"> <li>17. Subsurface Conditions</li> <li>18. Suspension of Work, Termination and Delay</li> <li>19. Payments to Contractors</li> <li>20. Acceptance of Final Payment as Release</li> <li>21. Insurance</li> <li>22. Contract Security</li> <li>23. Assignments</li> <li>24. Indemnification</li> <li>25. Separate Contracts</li> <li>26. Subcontracting</li> <li>27. Engineer's Authority</li> <li>28. Land and Rights-of-Way</li> <li>29. Guaranty</li> <li>30. Arbitration</li> <li>31. Taxes</li> <li>32. Prevailing Wages</li> </ol> |
|--|---|

### 1. *DEFINITIONS*

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof.
- 1.2 **ADDENDA** – Written, graphic, or pictorial instruments issued prior to the execution of the Agreement which modify or interpret any part of the CONTRACT DOCUMENTS, including the DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1.3 **BID** – The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 **BIDDER** – Any person, firm or corporation submitting a BID for the work.
- 1.5 **BONDS** – Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 **CHANGE ORDER** – A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 **CONTRACT AND CONTRACT DOCUMENTS** – The CONTRACT is comprised of all the CONTRACT DOCUMENTS, which form the integrated agreement between the Owner and the Contractor. The CONTRACT DOCUMENTS include the Advertisement for Bids, Information for Bidders, BID, Bid Bond, Agreement between the Owner and Contractor, Payment Bond, Performance Bond, General Conditions, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, FIELD ORDER, , SPECIAL PROVISIONS, DRAWINGS, STANDARD SPECIFICATIONS, ADDENDA, and other documents as provided herein, whether issued before or after the execution of the Agreement.

- 1.8 **CONTRACT PRICE** – The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 **CONTRACT TIME** – The number of calendar days, working days, or combination stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 **CONTRACTOR** – The person, firm or corporation with whom the OWNER has executed the Agreement.
- 1.11 **DRAWINGS** – The part of the CONTRACT DOCUMENTS which show the characteristics and scope of WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 **ENGINEER** – The person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.13 **FIELD ORDER** – A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.14 **NOTICE OF AWARD** – The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.15 **NOTICE TO PROCEED** – Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.16 **OWNER** – A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.
- 1.17 **PROJECT** – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 **RESIDENT PROJECT REPRESENTATIVE** – The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.19 **SHOP DRAWINGS** – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by

the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

- 1.20 SPECIAL PROVISIONS – Part of the CONTRACT DOCUMENTS consisting of additions and revisions to the STANDARD SPECIFICATIONS covering conditions peculiar to an individual CONTRACT.
- 1.21 STANDARD SPECIFICATIONS – A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship, methods of measurement, and payment, which are generally accepted as industry standard and are specifically referenced in the SPECIAL PROVISIONS as peculiar to an individual CONTRACT.
- 1.22 SUBCONTRACTOR – An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.23 SUBSTANTIAL COMPLETION – That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.24 SUPPLEMENTAL GENERAL CONDITIONS – Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.
- 1.25 SUPPLIER – Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.26 WORK – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.27 WRITTEN NOTICE – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

## 2. *ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS*

- 2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACTOR DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

## 3. *SCHEDULES, REPORTS AND RECORDS*

- 3.1 The CONTRACTOR, promptly after being awarded the Contract, shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed, and shall update any such schedule as shall be required by the current conditions of the Work. No payment for the WORK shall be made until the CONTRACTOR has submitted an approved schedule.
- 3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, which shall not exceed the time limits as contained in the CONTRACT DOCUMENTS, and, as applicable:
  - 3.2.1 The dates at which special detail drawings will be required; and
  - 3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacturer, the testing and the installation of materials, supplies and equipment.
- 3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.
- 4. *DRAWINGS*
  - 4.1 CONTRACTOR and any SUBCONTRACTOR or Supplier or other individual or entity performing or furnishing any of the WORK under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER'S consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the PROJECT or any other projects without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the WORK, or termination or completion of the Contract. Nothing herein shall preclude the CONTRACTOR from retaining copies of the CONTRACT DOCUMENTS for record purposes.
  - 4.2 The intent of the Contract Documents is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.
  - 4.3 In case of conflict between the DRAWINGS and the SPECIAL PROVISIONS, THE SPECIAL PROVISIONS shall govern. In the case of a conflict between the DRAWINGS AND THE STANDARD SPECIFICATIONS, the DRAWINGS shall govern. Calculated dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over STANDARD DRAWINGS.

4.4 Any discrepancies found between the DRAWINGS and CONTRACT DOCUMENTS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or CONTRACT DOCUMENTS shall be immediately reported to the ENGINEER in writing within three business days. The ENGINEER shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

#### 5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirements of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS, that he has determined and verified materials, field measurements, field construction criteria and they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

#### 6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the WORK within the specified time. Materials and equipment shall be new and of good quality unless otherwise provided by the CONTRACT DOCUMENTS.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or

under a conditional sale contract or other agreement by which an interest is retained by the seller.

#### 7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense. The CONTRACTOR shall not cover any portion of the work without proper testing or inspection as required by the CONTRACT DOCUMENTS.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

#### 8. SUBSTITUTIONS

8.1 Whenever a material, article or piece of equipment is identified in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, it shall be understood

that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

#### 9. *PATENTS*

- 9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

#### 10. *SURVEYS, PERMITS, REGULATIONS*

- 10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of benchmarks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets. The Contractor shall field verify utility locations and shall be responsible to have public and private utilities located within the areas being disturbed to implement the Work on site.
- 10.2 The CONTRACTOR shall carefully preserve benchmarks, reference points and stakes and, in case of wilful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing and any necessary changes shall be adjusted as provided in Section 13. CHANGES IN THE WORK.

#### 11. *PROTECTION OF WORK, PROPERTY AND PERSONS*

- 11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.
- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

#### 12. *SUPERVISION BY CONTRACTOR*

- 12.1 The CONTRACTOR will supervise and direct the WORK using the Contractor's highest degree of skill and attention as exercised by similar contractors in the Chicago Metropolitan Area. He will be solely responsible for and control the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

#### 13. *CHANGES IN THE WORK*

- 13.1 The OWNER may at any time, as the need arises, order changes within the scope of WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or the

time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

- 13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

#### 14. *CHANGES IN CONTRACT PRICE*

- 14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

#### 15. *TIME FOR COMPLETION AND LIQUIDATED DAMAGES*

- 15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

- 15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

- 15.3 The parties acknowledge that the CONTRACT TIME is of the essence, and that the OWNER will suffer damages if the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER. It is acknowledged that such damages are difficult to calculate and that the parties agree that the liquidated damages as specified in the BID are reasonable, and are intended as liquidated damages and not as a penalty. In the event the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

- 15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion

of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

- 15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

- 15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

- 15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

#### 16. *CORRECTION OF WORK*

- 16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

- 16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

#### 17. *SUBSURFACE CONDITIONS*

- 17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

- 17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

- 17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

- 17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

#### 18. *SUSPENSION OF WORK, TERMINATION AND DELAY*



18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension, in accordance with the CONTRACT DOCUMENTS.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment in accordance with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or

awarded by arbitrators in accordance with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if not time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

#### 19. PAYMENTS TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. A sworn "Contractor's Affidavit" shall be submitted with each payment request in sufficient form for the OWNER to determine the CONTRACTOR'S right to payment and compliance with the Illinois Mechanic's Lien Law. Each payment request shall include properly executed waivers of lien in conformity with information set forth on a properly completed Contractor's Affidavit. In the event the OWNER is satisfied with the CONTRACTOR'S payment procedures, the OWNER may accept partial waivers of lien of subcontractors and suppliers. If payment is requested on the bases of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, in accordance with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time,

however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five (5) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK. Provided, however, neither final payment nor release of any remaining retained percentages shall become due and payable unless and until the CONTRACTOR has submitted to the OWNER a Consent of Surety in Final Payment to the issuer of the Payment BOND.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment

made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment in accordance with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

## 20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BOND.

## 21. INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that the OWNER is an additional non-contributory primary insured and that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified.

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$2,000,000 (or such other sum as may be contained in the Contract Documents) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the

WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

## 22. *CONTRACT SECURITY*

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sum equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

22.2 The BOND shall also provide for the faithful performance by the CONTRACTOR of the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq.

## 23. *ASSIGNMENTS*

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

## 24. *INDEMNIFICATION*

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or anyone for whose acts of they may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by

any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

- 24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

## 25. *SEPARATE CONTRACTS*

- 25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

- 25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

- 25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTORS prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 16.

## 26. *SUBCONTRACTING*

- 26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- 26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50) percent of the CONTRACT PRICE, without prior written approval of the OWNER.
- 26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the

CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

- 26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

## 27. *ENGINEER'S AUTHORITY*

- 27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

- 27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory of fabrication plant of the source of material supply.

- 27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

- 27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

## 28. *LAND AND RIGHTS-OF-WAY*

- 28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

- 28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

- 28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

## 29. *GUARANTY*

- 29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION except that the warranty period for punch list items shall commence on the date of final payment. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and conform to the requirements of the CONTRACT DOCUMENTS, and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the

CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

### 30. *ARBITRATION*

- 30.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, for less than \$50,000 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- 30.2 Notice of the demand for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.
- 30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

### 31. *TAXES*

- 31.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

### 32. *PREVAILING WAGES*

- 32.1 The PROJECT calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. (the "Act"). The Act requires CONTRACTORS and SUBCONTRACTORS to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is to be performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:

<http://www.state.il.us/agency/idol/rates/rates.HTM>

All CONTRACTORS and SUBCONTRACTORS rendering services on the PROJECT must comply with all requirements of the Act, including but not limited to all wage, notice and record keeping duties.

- 32.2 The prevailing rate of hourly wages applicable for the OWNER has been established by Resolution enacted in accordance with law. A copy of the most current enactment may be obtained from the OWNER.
- 32.3 The prevailing rate of hourly wages applicable to the OWNER and to the PROJECT may be revised at any time by the Illinois Department of Labor. Any such revised rates will apply to the PROJECT in accordance with law.
- 32.4 The CONTRACTOR shall submit to the OWNER monthly certified payroll records related to work on the PROJECT, together with a statement verifying that the records are true and accurate and otherwise meeting the requirements of 820 ILCS 130.5.

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# **BROWNGATE SUBDIVISION DETENTION BASIN**

## **INDEX TO SPECIAL PROVISIONS**

SP-1	APPLICABLE SPECIFICATIONS
SP-2	AWARD, PRECONSTRUCTION CONFERENCE, & ANTICIPATED PROJECT COMMENCEMENT
SP-3	CONSTRUCTION STAKING
SP-4	CONTROL OF WORK AND PROSECUTION AND PROGRESS
SP-5	NOTIFICATION TO UTILITIES
SP-6	LOCATION OF EXISTING UTILITIES
SP-7	PERMITTING
SP-8	KEEPING ROADS OPEN TO TRAFFIC
SP-9	NOTIFICATION TO RESIDENCES
SP-10	ACCESS TO RESIDENCES
SP-11	INSURANCE REQUIREMENTS
SP-12	CERTIFIED PAYROLL REQUIREMENTS
SP-13	TAX EXEMPTION
SP-14	RESPONSIBILITY FOR CONTRACT CLAIMS
SP-15	COOPERATION WITH OTHER CONTRACTORS
SP-16	TREE ROOT PRUNING
SP-17	PROTECTION OF TREES
SP-18	TREE REMOVAL
SP-19	EROSION CONTROL
SP-20	TEMPORARY EROSION CONTROL SEEDING
SP-21	DEWATERING
SP-22	SOIL CERTIFICATION
SP-23	REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL
SP-24	AGGREGATE SUBGRADE IMPROVEMENT
SP-25	REMOVAL AND DISPOSAL OF EXCAVATED MATERIAL ("UNCONTAMINATED SOIL")
SP-26	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1
SP-27	NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 2
SP-28	EXPLORATORY EXCAVATION
SP-29	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT
SP-30	STORM SEWER
SP-31	CONNECTION TO EXISTING STORM STRUCTURE
SP-32	RESTORATION
SP-33	TRAFFIC CONTROL AND PROTECTION
SP-34	INCIDENTAL WORK
SP-35	ALLOWANCE – ITEMS ORDERED BY THE ENGINEER

## **BROWNGATE SUBDIVISION DETENTION BASIN SPECIAL PROVISIONS**

### **SP-1    APPLICABLE SPECIFICATIONS**

The following Special Provisions supplement the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition; the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 (hereinafter referred to as the Standard Specifications); the Illinois Department of Transportation Standard Specifications for Traffic Control Items, latest edition; and the Manual on Uniform Traffic Control Devices, latest edition. In case of conflict with any part or parts of said Specifications, these Special Provisions shall take precedence.

### **SP-2    AWARD, PRECONSTRUCTION CONFERENCE, & ANTICIPATED PROJECT COMMENCEMENT**

All bid questions must be submitted by 5:00 pm on April 23, 2025. All questions will be responded to by April 25, 2025, by the end of the day.

Anticipated project award is on May 20, 2025.

Following the award of the Contract, the Contractor will be required to attend a Preconstruction Conference prior to beginning work. At this time, the Contractor will be required to furnish the following:

- A. Written progress schedule
- B. Names of Project Manager and Field Superintendent
- C. Names of Subcontractors and material suppliers
- D. Name and contact number of person responsible for the installation and maintenance of traffic control
- E. Name of the contact person and emergency phone numbers of the Contractors representative for contact after construction hours.
- F. Construction Staging Plan

Construction staking will be discussed during the preconstruction meeting.

### **SP-3    CONSTRUCTION STAKING**

Construction staking and layout will be provided by EEI. It is the Contractor's responsibility to confirm all staking (location and grade) prior to construction. Any errors shall be brought to the immediate attention of the Engineer and resolved prior to construction.



#### SP-4 CONTROL OF WORK AND PROSECUTION AND PROGRESS

It is the intent of the Village of Bensenville that the project be constructed in an orderly and timely manner. The Contractor shall take special note of the provisions of Article 105.06, Article 108.01 Paragraph 2, and Article 108.02 of the Standard Specifications, which shall be adhered to.

The project shall be substantially complete by August 29, 2025, and shall be fully complete by October 3, 2025. Substantial completion is defined as completion of all work with the exception of final restoration. The final completion date for the full improvements shall be governed as set forth in Section 108 - Prosecution and Progress of the Standard Specifications.

As stated in the Contract Documents, liquidated damages in the amount of \$1,275.00 per calendar day will be assessed if the contract completion date is exceeded without authorized extensions.

#### SP-5 NOTIFICATION TO UTILITIES

The Contractor shall notify all utility companies including the local electrical, telephone, gas, and the Village of Bensenville, a minimum of 72 hours prior to beginning any construction or taking any preliminary borings. The Contractor shall then have the responsibility to determine from the public utility companies the locations of underground pipes, conduits or cables adjoining or crossing the construction area. The Contractor shall be responsible for any repairs caused by work under this Contract.

#### SP-6 LOCATION OF EXISTING UTILITIES

Locations of all utilities shown on the Plans are approximate only and are not necessarily complete. The Contractor shall make his own investigations as to the locations of all existing underground structures, cables, and pipelines. Prior to construction, the Contractor shall contact all utility companies and arrange for location of any utilities they may have in the various areas.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays, inconvenience, or damage. It is also suggested that the Contractor call the concerned utility companies for further information.

The Contractor is responsible to notify utility companies of his time schedule for the construction at or near utility manholes, valves, conduits, etc. The Contractor will coordinate with the utility companies' representative and Owner for adjustment, repair or reconstruction of the utility structures, conduits or piping.

The Engineer will forward plans to the public utility companies for their review. However, it is ultimately the responsibility of the Contractor to coordinate with the utility companies to maintain the project schedule. All costs associated with the coordination and work needed to be completed by the public utility companies in order for the Contractor to complete the water main installation are considered incidental to the project.

#### SP-7 PERMITTING

The Village of Bensenville has obtained or will obtain the following necessary permits/sign-offs:

- DuPage County Stormwater Permit
- IEPA NPDES Permit

The Village has paid any application fees associated with these permits. However, it is the Contractors responsibility to request a copy of these permits/sign-offs, read these permits and comply with their provisions.

The Contractor will also be required to obtain registration permits with the Village of Bensenville.

No work shall begin prior to receipt of all required permits.

#### SP-8 KEEPING ROADS OPEN TO TRAFFIC

Signage should be placed according to the Traffic Control Standards. Provisions shall be made so that access to residences and businesses is maintained. All work associated with the above shall be considered incidental to TRAFFIC CONTROL AND PROTECTION.

If during construction it is deemed necessary to temporarily close a road, the Engineer shall be notified a minimum of 72 hours in advance so that residents, local agencies and emergency responders can be properly notified. All roads shall be open to traffic at the end of each working day.

Road closures a maximum of one block in length will be allowed only during working hours. No overnight road closures or closures during the weekend will be allowed. Detours routing traffic around the block may need to be provided and shall be incidental to TRAFFIC CONTROL AND PROTECTION. Access to local traffic (i.e., residents who live on said block, school buses, garbage pickup, U.S. Postal Service, or other delivery service) and emergency responders will need to be accommodated.

#### SP-9 NOTIFICATION TO RESIDENCES

The Contractor shall assist the Village with notifications to residences regarding water service shutdown and/or limited access during construction. Residents must be notified at least 48 hours in advance of any water shutdowns or access limitations.

#### SP-10 ACCESS TO RESIDENCES

Existing access to residences shall be accessible at all times. If the Contractor anticipates temporarily blocking an access, notification should be provided to the Village at the preconstruction meeting. A minimum of 48 hours' notice shall be provided prior to access loss.

Temporary access shall be maintained to each residential or commercial driveway and mailbox with a compacted aggregate surface course or asphalt millings. The grade and slope shall match the existing driveway pavement prior to removal. Temporary driveway and mailbox access installation and removal shall be considered incidental to the contract as directed by the Engineer.

#### SP-11 INSURANCE REQUIREMENTS

Prior to Owner signing a Contract with the CONTRACTOR, the CONTRACTOR shall furnish Certificates of Insurance which meet the insurance requirements noted in Section 21 in the general conditions and as noted herein:

The Village (including its Officials, Employees, and Volunteers), Engineering Enterprises, Inc. (including its Agents, Subcontractors, and Employees), and all property owners whose land will be disturbed by the water main installation shall be endorsed onto the policy as additional insured.

No endorsement or additional forms shall modify or limit the coverage provided to the additional insured. Coverage shall be afforded on a primary basis for additional insured.

#### SP-12 CERTIFIED PAYROLL REQUIREMENTS

Pursuant to Public Act 100-1177: The Contractor must electronically submit Certified Payroll for the project to the Illinois Department of Labor's web portal: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx>.

SP-13 TAX EXEMPTION

This project will be tax exempt. The Village's tax-exempt number will be provided to the Contractor after the Contract is awarded.

SP-14 RESPONSIBILITY FOR CONTRACT CLAIMS

The Contractor shall indemnify and save harmless the Village of Bensenville, Engineering Enterprises, Inc. and all employees and servants thereof, against all loss, damage or expense sustained as a result of any suits, actions or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing work under this Contract, which may arise in connection with the work to be performed under this Contract.

It is solely the responsibility of the Contractor to provide a safe work environment for both workers on site and the traveling public, at all times until such a point where the Village has accepted the improvements set forth in this Contract and any additional work items added by Change Order.

SP-15 COOPERATION WITH OTHER CONTRACTORS

The Contractor shall cooperate with other Contractors that are working on/or near any portion of the project site. The Contractor shall schedule his construction to minimize conflicts in common work areas and to maintain continuity in construction and traffic management. Contractor will be given the names of other Contractors who will work on/or near the project site. It is the Contractor's responsibility to contact each Contractor and coordinate the sequence of work with them.

SP-16 TREE ROOT PRUNING

This item shall be performed in accordance with Section 201 of the Standard Specifications. All tree root pruning shall be done under the direct supervision of the Engineer and a certified arborist.

Tree pruning, if required, shall be considered incidental to the Contract.

SP-17 PROTECTION OF TREES

This work shall be in accordance with the latest edition of the Illinois Urban Manual. The Contractor shall exercise care so as not to damage trees outside the limits of construction as shown on the drawings or as determined by the Engineer. Any trees so damaged shall be immediately treated with an approved sealant as directed by the Engineer.

Tree protection, if required, shall be considered incidental to the Contract.

SP-18 TREE REMOVAL

TREE REMOVAL shall be performed in accordance with Section 201 of the Standard Specifications (including stump removal) and as indicated on the contract drawings and shall be paid for at the contract unit price per unit of diameter for TREE REMOVAL, of the size specified. **No tree shall be removed until it has been marked for removal by the Engineer. The Engineer will coordinate all removal and replacement correspondence with the residents.**

SP-19 EROSION CONTROL

Erosion control measures shall be required as shown on the Plans or as deemed necessary by the Engineer and shall be in compliance with the most recent revisions to the Illinois Urban Manual. It should be noted that inlet protection is required as shown on the plans.

All areas disturbed during construction shall be seeded or sodded as soon as possible after final grading and within the time constraints identified in the Stormwater Pollution and Prevention Plan within the plan set. All temporary seeding shall be considered included in the contract unit price per square yard of RESTORATION. The Contractor will be responsible for cleaning the pavement, drainage structures, swales, storm sewers and culverts prior to final acceptance and at such times during construction as necessary to maintain drainage and protect adjacent property. This work shall be considered incidental to the Contract.

SP-20 TEMPORARY EROSION CONTROL SEEDING

If required by the Engineer or Village, temporary erosion control seeding shall be applied per the Stormwater Pollution Prevention Plans and the Seeding Information and Schedule and as deemed necessary by the Engineer. All areas disturbed during construction shall be temporarily seeded as soon as possible. Fertilizer or mulch will not be required for this seeding.

This work will be considered incidental to the Contract.

SP-21 DEWATERING

Dewatering, as required, will be considered incidental to the Contract.

SP-22 SOIL CERTIFICATION

The completed IEPA LPC-662 form will be provided along with all necessary attachments.

The Contractor will be responsible for locating a receiving facility (CCDD or Soil Only) or other disposal site for all uncontaminated material/soil. Any required paperwork, analysis, etc. required by said receiving facility above and beyond what has been provided shall be acquired by the Contractor at the Contractor's expense.

The Contractor shall provide the documentation at the Engineer's request and shall at a minimum provide copies of said paperwork/analysis, load tickets and receiving facility or disposal site sign-offs for each load of uncontaminated soil disposed.

There are 3 general classifications of soil that have been identified:

1. Certified for disposal at a CCDD or Soil Only Facilities (i.e., uncontaminated)
2. Exceeds pH requirements of CCDD or Soil Only Facilities but does not exceed the maximum allowable concentration of contaminants for CCDD or Soil Only Facilities (i.e., uncontaminated).
3. Exceeds maximum allowable concentration of contaminants for CCDD or Soil Only Facility (see NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL)

Excavation and disposal of uncontaminated excavated material, regardless of pH value, shall be paid for as described within the given standard specifications and Special Provisions of the specified pay items. If not specified within the special provision for a specified pay item, then all labor, material, and equipment required to perform this work is considered incidental to the Contract.

Any excavated material found to be contaminated shall be paid for as NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL of the type specified, as described within the given special provision.

#### SP-23 REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL

This work shall consist of removal and disposal of unsuitable material as directed by the Engineer.

Following pavement removal, the entire remaining base course shall be proof rolled with a fully loaded semi with a net weight not less than twenty-two tons. The Contractor shall provide a weight ticket to verify the new weight of the designated vehicle utilized for the proof roll.

Failing locations of unsuitable material shall be marked out for removal at a depth designated by the Engineer. The Contractor shall remove designated materials offsite at a location chosen by the Contractor.

Following removal of unsuitable materials, the Contractor shall place geotextile fabric in the bottom of the excavation, wrapping the geotextile fabric up the sides of the excavation to the top of the proposed aggregate base course.

Aggregate shall be replaced on top of the geotextile fabric in accordance with the special provision for AGGREGATE SUBGRADE IMPROVEMENT.

All work for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL shall be measured in place for payment in cubic yards.

Payment for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL shall include all costs for excavation, removal, and complete disposal of unsuitable material as determined by the Engineer. Replacement aggregate shall be paid for in cubic yards for AGGREGATE SUBGRADE IMPROVEMENTS.

SP-24 AGGREGATE SUBGRADE IMPROVEMENT

This work shall consist of placing and compacting aggregate in locations designated by the Engineer for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL.

Replacement aggregate shall consist of three-inch open graded aggregate, capped with approximately three inches of CA-06 gradation crushed aggregate, compacted to the satisfaction of the Engineer. In cases of six-inch undercuts, enough CA-06 aggregate shall be added to provide a smooth aggregate surface for paving of binder course.

This work shall be paid for by cubic yards of three-inch aggregate for AGGREGATE SUBGRADE IMPROVEMENT.

SP-25 REMOVAL AND DISPOSAL OF EXCAVATED MATERIAL  
("UNCONTAMINATED SOIL")

Any excavated material that meets the requirements of disposal at a CCDD facility and not needed for backfill or embankment shall be removed and disposed of off the site at a location or locations provided by the Contractor. The cost of removal, transportation, and disposal of the excavated material ("uncontaminated soil") is considered incidental to the pay item requiring excavation.

A signed LPC-662 will be provided. Any additional testing or documentation necessary to dispose of the material shall be the Contractor's responsibility.

If the Contractor chooses to dispose of the material at a permitted CCDD facility, the Contractor shall coordinate with said facility or facilities prior to bidding to determine if the information provided is adequate. The Engineer should be informed immediately of any deficiencies.

Clean Construction and Demolition Debris (CCDD): All removal or excavation items being disposed of at an uncontaminated soil fill operation or Clean Construction and Demolition Debris (CCDD) fill site shall meet the requirements of Public Act 96-1416. All cost associated with meeting these requirements shall be

included in the unit price for the associated items in the Contract that require removal and disposal of CCDD and uncontaminated soil. Contractor costs shall include but are not limited to state and local tipping fees.

**SP-26 NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1**

Any excess excavated material that does not meet the requirements for disposal at a CCDD facility and not needed for backfill or embankment shall be removed and disposed of at a permitted receiving facility (i.e., landfill) provided by the Contractor or other approved location. The cost of removal, transportation and disposal of the non-special, non-hazardous soil will be paid for at the contract unit price per cubic yard for NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1. Documentation from the permitted receiving facility indicating date, time, weight, driver, truck number, etc. shall be provided to the Engineer as requirement for payment for this work item.

Based on the information provided in the LPC-663, there are exclusion zones identified that will not be accepted with the LPC-663. Different measures must be taken for onsite testing or disposal of soils in the exclusion zones. Generally, it is not anticipated that any contaminated material will be encountered; however, if any material is rejected from the CCDD facility it shall be brought back to the site or other location as determined by the Engineer. At that time, the Engineer will determine the level of testing required for necessary disposal of NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1. All testing shall be paid for by the Village of Bensenville.

Any cost to the contractor for additional hauling, dumping, airing out soil, reloading, etc. shall be considered in the unit price per cubic yard for NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1.

**SP-27 NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 2**

Any excess excavated material that does not meet the requirements for disposal at a CCDD facility and not needed for backfill or embankment shall be removed and disposed of at a location owned by the Village of Bensenville. The cost of removal, transportation and disposal of the non-special, non-hazardous soil will be paid for at the contract unit price per cubic yard for NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 2. Measurement and/or cross sections of the dumped material at the Village of Bensenville facility will be required for payment for this work item.

Based on the information provided in the LPC-663, there are exclusion zones identified that will not be accepted with the LPC-663. Different measures must be taken for onsite testing or disposal of soils in the exclusion zones. Generally, it is not anticipated that any contaminated material will be encountered; however, if any material is rejected from the CCDD facility it shall be transported to the Village's designated location.



Any cost to the contractor for additional hauling, dumping, etc. shall be considered in the unit price per cubic yard for NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 2.

#### SP-28 EXPLORATORY EXCAVATION

This item shall consist of excavating a trench at locations as directed by the Engineer and shown in the plans for the purpose of locating existing water services, sanitary sewer lines, or utility conflicts within the construction limits of the proposed improvements.

The trench shall be deep enough to expose the existing utility to be located. The width of the trench shall be sufficient to allow proper investigation to determine the depth and condition of the utility.

The Contractor shall familiarize himself with the locations of all underground utilities of facilities as outlined in Article 107.31 of the Standard Specifications and shall save such facilities from damage.

The exploratory excavation shall be backfilled with trench backfill meeting the requirements of the Standard Specifications and these Special Provisions, the cost of which shall be included in the item EXPLORATORY EXCAVATION.

This item shall include ALL labor and material necessary to saw cut and remove the pavement, excavate and backfill the hole with approved backfill material, and to maintain the trench so as to be safely passable to the motoring public.

All materials used to backfill the excavated area, top off the trench, or repair any damaged utilities shall conform to the appropriate specifications as noted by this Contract or as approved by the Engineer.

All materials resulting from this work shall be disposed of at the Contractor's expense, outside the limits of the job, at locations acceptable to the Engineer and in accordance with Section 107.01 of the Standard Specifications, as amended by Public Act 90-761.

This item shall be measured for payment per each location as designated by the Engineer regardless of length of the trench or the depth necessary to obtain the required data for the existing utility. No additional compensation will be allowed for any delays, inconvenience or damage sustained by the Contractor in performing the work.

This work will be paid for at the contract unit price per each for EXPLORATORY EXCAVATION which price shall include all labor, materials, and equipment necessary to complete the work.

SP-29 HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT

This work shall be in accordance with Sections 311, 406 and 440 of the Standard Specifications in the locations specified in the plans and as directed by the Engineer.

The Contractor shall saw cut the driveway pavement prior to removal.

Bituminous Materials (Tack Coat) shall be applied to the aggregate surface according to Section 405 before paving and shall be included in the cost of the item.

This item shall consist of 4" Aggregate Base Course (compacted CA-6) over prepared subgrade and 5" Hot-Mix Asphalt Surface Course, Mix "D", N50, paved in accordance with the Standard Specifications. This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT, measured in place, which includes sawcuts, furnishing, placing, and compacting 4" Aggregate Base Course (compacted CA-6) and 5" Hot-Mix Asphalt Surface Course.

SP-30 STORM SEWER

This work shall be performed in accordance with Section 550 of the Standard Specifications, except as modified herein.

The storm sewers shall be constructed at the location and slope as shown on the plans, and in accordance with the details included on the plans. The pipe bedding and backfill material used shall be IDOT gradation CA-7. The Contractor shall take note that the cost of the pipe shall include the cost to furnish, place, and compact all bedding, haunching and initial backfill stone.

Pipe material shall be Reinforced Concrete Pipe (RCP) for the storm sewer as specified in the improvement plans.

This work will be paid for at the contract unit price per foot for STORM SEWER, of the class, type, and pipe diameter specified, which price shall include all material, fittings, equipment, and labor necessary to complete this item to the satisfaction of the Engineer.

SP-31 CONNECTION TO EXISTING STORM STRUCTURE

This work shall be performed in accordance with Sections 550 and 602 of the Standard Specifications, except as modified herein.

This work shall consist of core drilling an existing structure to accommodate the connection with the proposed pipe. All sawcut or cores into the existing structure shall result in a clean edge with no additional damage outside the cut. Any

excavation and backfill required to make the connection shall be considered incidental to this pay item. If the contractor damages the structure during the connection process, the structure shall be replaced in kind, at no additional expense. Mortaring around the pipe shall be in accordance with Sections 550 and 602.

This work will be paid for at the contract unit price per each for CONNECTION TO EXISTING STORM STRUCTURE, which price shall be paid in full for completing the work as specified and which shall include all material, equipment, and labor necessary to complete this item to the satisfaction of the Engineer.

## SP-32 RESTORATION

The Contractor shall restore any area disturbed to a condition equal to or better than its original use. This shall include finish grading, establishment of a vegetative cover (seeding), and general cleanup.

The Contractor shall restore all areas disturbed outside of the parkway during construction of the water main, storm sewer, or related appurtenances or as part of any of their activities to a condition equal to or better than the original condition and as follows:

All ditches, utility trenches, and other grassed areas disturbed outside of the parkway during construction shall be restored to their original shape, contour, and condition or proposed conditions as shown in the engineering plans. Seeding, including finish grade preparation of seedbed, fertilizer and planting shall be as set forth in Section 250 of the Standard Specifications. All disturbed areas must be covered with erosion control blanket per Section 251 of the Standard Specifications. The seeding mixture used shall conform with the schedule on the Engineering Plans. Topsoil (six-inch (6") minimum thickness) shall be provided where required.

No seeding will be required in areas that currently do not have vegetative cover unless otherwise shown on the plans. The Contractor will be responsible for grading the disturbed areas to their original condition and grade.

The Contractor shall be responsible for maintaining all restored areas until such a time as the Village accepts these areas. This acceptance will be granted after the Owner or their Sub-Contractor has both fulfilled the minimum required maintenance items and has established a stand of grass (where required) which meets the acceptance standards set forth in these Special Provisions.

Acceptance of seeded areas will be determined by inspection by the Village and Engineer. In order for an area to be accepted, it shall conform the following:

- a) Grass shall display a reasonably uniform distribution of grass plants
- b) Grass shall display vigorous growth and be green and healthy

Areas having bare spots larger than one (1) square foot will not be accepted. These spots must be re-seeded in accordance with seeding and maintenance specifications.

The Contractor shall communicate regularly with the Owner or his Sub-Contractor to discuss their progress so that restoration may be completed in a timely fashion.

Temporary seeding will be required due to inclement weather. All temporary seeding shall be completed per the seeding schedule on the Engineering Plans and shall be considered incidental to the project.

The Contractor shall field verify these limits prior to construction to ensure all disturbed areas are restored to a condition equal to or better than its original use.

Additional areas damaged by machinery, construction equipment, Contractor negligence or over-excavation beyond the limits shown in the plans shall be repaired in accordance with this Special Provision, at the Contractor's expense.

Unless otherwise listed for payment separately, all work under the general heading RESTORATION will be paid for at the contract unit price per square yard for RESTORATION. This price shall be payment in full for placement or furnishing a minimum 6-inches of topsoil and any necessary temporary erosion control seeding as well as restoring the areas disturbed.

#### SP-33 TRAFFIC CONTROL AND PROTECTION

The Contractor shall furnish, erect, maintain and remove all signs, barricades, flaggers and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Section 701 of the Standard Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways in the Supplemental Specifications, any Special Details, Special Provisions, recurring special provisions and the Highway Standards contained herein.

At the preconstruction meeting, the Contractor shall furnish the name of the individual in his direct employ who is responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a Subcontractor, consent shall be requested of the Engineer at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard Specifications. This shall not relieve the Contractor of the foregoing requirement for a responsible individual in his direct employ. The Contractor shall provide the Engineer with the name of its representative who will be responsible for the administration of the Traffic Control Plan.

All roads shall remain open to traffic. Special attention is called to Article 107.09 and Section 700 of the Standard Specifications for Road and Bridge Construction

and the following Highway Standards relating to traffic control: Standards 701006, 701301, 701501, 701901, and District One Standard TC-10.

Advance warning signage shall be properly placed per the Manual on Uniform Traffic Control Devices for the roadway vehicular traffic as well as the sidewalk pedestrian traffic. The Contractor shall clean all roadways at the end of each working day and as required throughout the day to minimize impact to motorists.

All traffic control indicated on the traffic control plan standards and specified in the Special Provisions will be measured for payment on a lump-sum basis.

All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION. This price shall be payment in full for all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, and remove all traffic control devices required as indicated in the plans and as approved by the Engineer.

SP-34 INCIDENTAL WORK

All work shown on the Plans, described in the applicable specifications or in these Special Provisions and not covered by a pay item, will be considered as incidental to the Contract.

SP-35 ALLOWANCE – ITEMS ORDERED BY THE ENGINEER

This item is to provide for adequate budget to cover items not specifically included in the Contract prior to the bidding process.

The Contractor will include in their bid 25,000 units at \$1/unit for miscellaneous additions to the project at the Village's Discretion. Only additional work, not covered by existing Pay Items, indicated on the Drawings or in the Project Specifications will be eligible for payment under ALLOWANCE – ITEMS ORDERED BY THE ENGINEER. Additional work may consist of other construction that may be deemed necessary by the Village to add to the project.

## IMPROVEMENT PLANS FOR

**DUPAGE COUNTY, ILLINOIS**

**ISSUED FOR BID: APRIL 10, 2025**

FRANK DESIMONE	VILLAGE PRESIDENT
ROSA CARMONA	VILLAGE TRUSTEE
ANN FRANZ	VILLAGE TRUSTEE
MARIE FREY	VILLAGE TRUSTEE
MCLANE LOMAX	VILLAGE TRUSTEE
ARMANDO PEREZ	VILLAGE TRUSTEE
NICHOLAS PANICOLA JR.	VILLAGE TRUSTEE
NANCY QUINN	VILLAGE CLERK

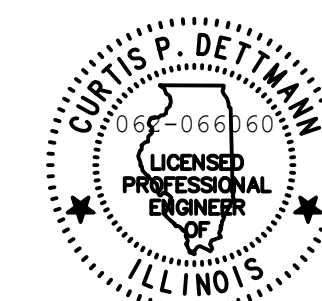


1. COVER SHEET
2. GENERAL NOTES AND SPECIFICATIONS
3. SUMMARY OF QUANTITIES AND LEGEND
4. STORMWATER POLLUTION PREVENTION PLAN
5. STORMWATER POLLUTION PREVENT PLAN DETAILS
6. EXISTING CONDITIONS & DEMOLITION PLAN
7. GRADING AND DRAINAGE PLAN
8. SOIL EROSION AND SEDIMENT CONTROL PLAN
9. TYPICAL DETAILS

**1" = 500'**



**Engineering Enterprises, Inc.**  
Consulting Engineers  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
630.466.6700 / [www.eeiweb.com](http://www.eeiweb.com) ILLINOIS  
PROFESSIONAL DESIGN FIRM # 184-002003



I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED  
UNDER MY DIRECT SUPERVISION.

DATED AT SUGAR GROVE, ILLINOIS,

THIS 10TH DAY OF APRIL, 2024.

CURTIS P. DETTMANN, P.E.  
ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 062-066060  
EXPIRATION DATE: 11/30/25



<p><b>SITE REFERENCE MARK 1</b></p> <p>EAST BONNET BOLT WITH ARROW POINTING TOWARDS ON THE FIRE HYDRANT LOCATED AT THE SOUTHWEST CORNER OF MARSHALL ROAD AND GREEN VALLEY ST</p> <p>ELEVATION = 688.84 (NAVD88)</p>
<p><b>SITE REFERENCE MARK 2</b></p> <p>SOUTH BONNET BOLT WITH ARROW POINTING TOWARDS ON THE FIRST FIRE HYDRANT EAST OF KEVYN LANE ON THE NORTH SIDE OF STONEHAM ST</p> <p>ELEVATION = 685.05 (NAVD88)</p>


**REVISIONS**

Plotlet: April 10, 2025 @ 2:08 PM By: Pamela Whitfield -- Tab: 02 Notes 22x34

GENERAL NOTES

1) ALL CONSTRUCTION SHALL COMPLY WITH THE APPLICABLE ORDINANCES AND REQUIREMENTS OF THE VILLAGE OF BENSENVILLE'S ENGINEERING AND CONSTRUCTION STANDARDS AND SPECIFICATIONS (HEREIN AFTER BENSENVILLE STANDARD SPECIFICATIONS), UNLESS NOTED OTHERWISE, SHALL CONFORM TO THE SPECIFICATIONS OF THE "ILLINOIS DEPARTMENT OF TRANSPORTATION (I.D.O.T.) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AND THE "ILLINOIS SOCIETY OF PROFESSIONAL ENGINEERS (ISPE) STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", BOTH OF WHICH SHALL BE THE LATEST EDITION. ALL CONSTRUCTION SHALL ALSO CONFORM TO THE ILLINOIS RECOMMENDED STANDARDS FOR SEWAGE WORKS, LATEST EDITION PUBLISHED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (I.E.P.A.). THESE SPECIFICATIONS SHALL BE CONSIDERED A PART OF BENSENVILLE'S STANDARD SPECIFICATIONS. IN THE EVENT OF A CONFLICT BETWEEN THE STATE SPECIFICATIONS AND THE BENSENVILLE STANDARD SPECIFICATIONS, THE MOST RESTRICTIVE PROVISIONS SHALL TAKE PRECEDENCE. ANY VARIATIONS OR ALTERNATIVES TO THE BENSENVILLE STANDARD SPECIFICATIONS MUST BE SUBMITTED TO AND APPROVED BY THE VILLAGE ENGINEER OR THEIR DESIGNEE(S) (HEREIN AFTER VILLAGE ENGINEER) IN WRITING.

2) ALL PAVING AND EXCAVATION WORK SHALL COMPLY WITH THE APPLICABLE ORDINANCES OF THE VILLAGE OF BENSENVILLE AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION "SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITION. IN CASE OF A CONFLICT, THE MOST RESTRICTIVE PROVISIONS SHALL GOVERN.

3) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ABIDE BY, ADHERE TO AND PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS, SPECIFICATIONS, STANDARDS, PRACTICES, POLICIES AND CODES OF THE VILLAGE OF BENSENVILLE WHICH INCLUDES BUT IS NOT LIMITED TO LABOR, MATERIALS, PROCEDURES AND SAFETY.

4) ANY CHANGES, REVISIONS OR SUBSTITUTIONS TO THE PLANS, SPECIFICATIONS, MATERIALS, REQUIREMENTS OR WORK SHALL BE SUBMITTED TO THE VILLAGE ENGINEER, IN WRITING, WITH WRITTEN APPROVAL BY THE VILLAGE ENGINEER RECEIVED PRIOR TO THE BEGINNING OF SAID WORK. ALL SUCH MATERIALS AND CONSTRUCTION, WHETHER IMPLICITLY OR EXPLICITLY STATED OR COVERED WITHIN THE REQUIREMENTS, CODES OR SPECIFICATIONS SHALL BE APPROVED BY THE VILLAGE ENGINEER PRIOR TO COMMENCING THE INSTALLATION AND CONSTRUCTION. THE CHANGED, REVISED AND SUBSTITUTED ITEMS MUST BE ACCOUNTED FOR IN THE RECORD DRAWINGS.

5) THE CONTRACTOR SHALL FIELD CHECK AND VERIFY ALL EXISTING UTILITY LOCATIONS, DIMENSIONS AND ELEVATIONS IN THE FIELD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF THE IMPROVEMENTS OR PROPOSED WORK. ALL EXISTING UTILITY LOCATIONS SHOWN ON THE PLANS ARE BASED ON BEST AVAILABLE INFORMATION. CONTRACTOR WILL NOTIFY THE VILLAGE ENGINEER IMMEDIATELY IF DISCREPANCIES ARE FOUND.

6) ALL VERTICAL CONTROL RECORDS (ELEVATIONS) SHALL BE REFERENCED UPON U.S.G.S. NAVD 88 DATUM. FOR HORIZONTAL CONTROL, STATE PLANE 83 EAST ILLINOIS REGION COORDINATE SYSTEM SHALL BE USED.

7) THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF BENSENVILLE, ENGINEERING DIVISION OF PUBLIC WORKS DEPARTMENT (630) 350-3435 AND J.U.L.I.E. (800) 892-0123 AT LEAST 48 HOURS PRIOR TO STARTING CONSTRUCTION. ALL OTHER AGENCIES SHALL ALSO BE NOTIFIED AS REQUIRED.

8) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CALL THE ENGINEER AT LEAST 48 HOURS IN ADVANCE AND SET UP THE NECESSARY AND PROPER INSPECTION(S) FOR ALL WORK PERFORMED.

9) THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO A CONDITION EQUAL TO OR BETTER THAN WHAT EXISTED PRIOR TO CONSTRUCTION.

10) ALL EXISTING FIELD DRAINAGE TILES ENCOUNTERED OR DAMAGED DURING CONSTRUCTION ARE TO BE RESTORED TO THEIR ORIGINAL CONDITION, PROPERLY REROUTED AND/OR CONNECTED TO THE STORM SEWER SYSTEM. CONNECTIONS SHALL BE MADE AT STRUCTURES; PREFERABLY CATCH BASINS ONLY, NO BLIND TOPS ARE ALLOWED. AS-BUILT DRAWINGS SHALL BE PROVIDED TO THE VILLAGE'S ENGINEERING DIVISION OF PUBLIC WORKS DEPARTMENT.

11) ALL INDEPENDENT TESTING, IF REQUIRED BY THE ENGINEER, IS TO BE PAID FOR BY THE CONTRACTOR. TESTING IS TO BE AT THE DISCRETION OF THE ENGINEER. RESULTS SHALL BE PROVIDED TO THE ENGINEER WITHIN 48 HOURS OF TESTING.

12) THE CONTRACTOR SHALL VERIFY THAT ALL PUBLIC IMPROVEMENTS ARE CONSTRUCTED WITHIN PUBLIC RIGHT-OF-WAY OR GRANTED PUBLIC EASEMENTS.

13) ONE SET OF APPROVED PLANS AS WELL AS APPROVED PERMIT(S) SHALL BE ON SITE AT ALL TIMES DURING CONSTRUCTION OF THE PROJECT.

14) STORM AND SANITARY SEWER LINES SHALL BE CLEARED OF ALL CONSTRUCTION DEBRIS AND SILT PRIOR TO REQUESTING INSPECTION.

15) CONTRACTOR SHALL MAINTAIN PUBLIC RIGHT-OF-WAY FREE AND CLEAR OF ANY OBSTRUCTION(S) INCLUDING BUT NOT LIMITED TO ROCKS, BOULDERS, DEBRIS, MUD, EQUIPMENT OR MATERIAL.

16) THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITIES AND GARBAGE COLLECTION (WASTE MANAGEMENT). THE CONTRACTOR SHALL ALSO ASSIST GARBAGE COLLECTION WHEN EQUIPMENT OR CONSTRUCTION ACTIVITY IS BLOCKING RESIDENTIAL DRIVEWAYS.

17) THE CONTRACTOR WILL BE PERMITTED TO STORE EQUIPMENT AND MATERIAL ON SITE. ALL EQUIPMENT AND MATERIAL SHALL ONLY BLOCK ONE SIDE OF THE ROAD AND THE CONTRACTOR IS TO USE ONLY LOW VOLUME ROADS FOR STORAGE. ALL EQUIPMENT STORED OVERNIGHT ON ROADWAYS SHALL BE BARRICADED WITH FLASHERS.

18) LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE ONLY, AND ARE NOT NECESSARILY COMPLETE. THE CONTRACTOR SHALL MAKE HIS OWN INVESTIGATIONS AS TO THE LOCATIONS OF ALL EXISTING STRUCTURES, CABLES, AND PIPE LINES. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES TO ARRANGE FOR LOCATION OF ANY UTILITIES THEY MAY HAVE IN THE VARIOUS AREAS AND TO PROVIDE HIS SCHEDULE.

19) IT IS UNDERSTOOD AND AGREED THAT THE CONTRACTOR HAS CONSIDERED IN THEIR BID ALL OF THE PERMANENT AND TEMPORARY UTILITY APPURTENANCES IN THEIR PRESENT OR RELOCATED POSITIONS AND THAT NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR ANY DELAYS, INCONVENIENCE OR DAMAGE. IT IS ALSO SUGGESTED THAT THE CONTRACTOR CALL THE CONCERNED UTILITY COMPANIES FOR FURTHER INFORMATION. CONTRACTOR SHALL BRING TO THE ATTENTION OF THE ENGINEER ANY POTENTIAL CONFLICTS AFTER RECEIVING ALL NECESSARY JULIE INFORMATION. IN AREAS WHERE J.U.L.I.E. LOCATES REVEAL POTENTIAL CONFLICTS WITH PROPOSED STORM SEWER INSTALLATION OR ROADWAY EXCAVATION, THE CONTRACTOR SHALL FIELD VERIFY THE DEPTH OF THESE UTILITY CROSSINGS. IN ANY SUCH AREA, THE ENGINEER WILL VERIFY IF POTENTIAL ADJUSTMENTS TO THE PROPOSED UTILITY INSTALLATIONS WILL BE REQUIRED.

GENERAL UNDERGROUND UTILITIES

1) TRENCH BACKFILL SHALL BE PROVIDED FOR ANY TRENCH EXCAVATED UNDER AND WITHIN TWO FEET (2') OF ALL EXISTING AND PROPOSED ROADWAYS AND OR SIDEWALKS. BACKFILL MATERIAL SHALL BE APPROVED AND INSPECTED BY ENGINEER.

2) NON-SHEAR OR MECHANICAL JOINT GASKET COUPLINGS SHALL BE USED IN THE CONNECTION OF SEWER PIPE OF DISSIMILAR MATERIALS.

3) SEWER CONNECTIONS TO AN EXISTING MANHOLE SHALL BE MACHINE CORED.

4) ECCENTRIC CONE SECTIONS SHALL BE USED ON ALL MANHOLES AND CATCH BASINS UNLESS APPROVED OTHERWISE BY THE ENGINEER. VALVE VAULTS SHALL HAVE THEIR OPENINGS CENTERED OVER THE VALVE.

5) ALL SEWER CONSTRUCTION REQUIRES BEDDING WITH SELECT GRANULAR BACKFILL (IDOT EQUIVALENT CA-6, CA-7, FA-6) WITH A MINIMUM THICKNESS EQUAL TO 1/4 THE OUTSIDE DIAMETER OF THE SEWER PIPE, BUT NOT LESS THAN FOUR (4) INCHES, OR GREATER THAN EIGHT (8) INCHES.

6) ALL SEWER CONSTRUCTION SHALL CONFORM TO THE APPROVED PERMIT AND PLANS UNLESS REVISIONS HAVE BEEN APPROVED BY THE VILLAGE, AS WELL AS ANY AND ALL OTHER REGULATING AGENCIES.

7) MAXIMUM HEIGHT ATTAINED BY ADJUSTING RINGS FOR A SANITARY STRUCTURE SHALL BE EIGHT (8) INCHES. MAXIMUM HEIGHT ATTAINED BY ADJUSTING RINGS FOR A WATER OR STORM STRUCTURE SHALL BE TWELVE (12) INCHES. NO MORE THAN TWO RINGS SHALL BE USED FOR ADJUSTMENT.

8) ANY TREE TRIMMING OR TREE PROTECTION NEEDED FOR EQUIPMENT CLEARANCE SHALL BE INCLUDED IN THE COST OF THE CONTRACT.

STORM SEWER

1) ALL STORM SEWER PIPES SHALL BE REINFORCED CONCRETE PIPE CONFORMING TO ASTM C-76 CLASS IV WITH CONFINED O-RING GASKETED JOINTS IN COMPLIANCE WITH ASTM C-361.

2) ALL OPEN GRATE STORM SEWER STRUCTURE SHALL HAVE "DUMP NO WASTE, DRAINS TO RIVER" AND APPROPRIATE SYMBOL (FISH SYMBOL) IMPRINTED IN THE GRATE OR CURB BOX. FRAMES AND GRATES FOR ALL STRUCTURES SHALL BE AS SPECIFIED IN THE VILLAGE STANDARD DETAILS.

3) ALL STORM SEWER MAINS SHALL BE INSPECTED WITH A VIDEO CAMERA PRIOR TO ACCEPTANCE. THE SEWER SHALL BE CLEARED OF ALL CONSTRUCTION DEBRIS AND SILT PRIOR TO TELEVISIONING. THE REPORT ACCOMPANYING THE VIDEO SHALL ACCURATELY STATE STRUCTURE NUMBER, TYPE, PIPE SIZE & LENGTH, AND LOCATION OF ALL SERVICES. ALL DEFECTS IN PIPES AND CONSTRUCTION SHALL BE CALLED OUT. PROVIDE A COPY OF THE TELEVISION TO THE ENGINEER IN A NON-REWRITABLE DVD FORMAT THAT CAN BE PLAYED ON ANY STANDARD DVD PLAYER. ANY DISCREPANCY FOUND IN THE SYSTEM SHALL BE CORRECTED AND RE-TELEVIEWED PRIOR TO FINAL ACCEPTANCE. THIS WORK SHALL BE INCLUDED IN THE COST OF THE STORM SEWER.

EARTHWORK/EROSION CONTROL

1) ALL EROSION CONTROL WORK SHALL COMPLY WITH DUPAGE COUNTY STORM WATER MANAGEMENT ORDINANCE AND TECHNICAL MANUAL AS AMENDED BY THE VILLAGE OF BENSENVILLE AND PER THE LATEST ADDITION OF THE ILLINOIS URBAN MANUAL.

2) STRIPPING OF VEGETATION, GRADING OR OTHER SOIL DISTURBANCE, ESPECIALLY IN DESIGNATED WETLAND AREAS SHALL BE DONE IN A MANNER WHICH WILL MINIMIZE SOIL EROSION, AND SHALL BE IN ACCORDANCE WITH THE APPROVED DRAWINGS, MITIGATION AND PERMIT REQUIREMENTS.

3) THE EXTENT OF THE EXPOSED AREA AND DURATION OF EXPOSURE SHALL BE KEPT WITHIN PRACTICAL LIMITS AS DIRECTED BY THE VILLAGE ENGINEER.

4) SEDIMENT SHALL BE RETAINED ON SITE. EROSION CONTROL DEVICES SHALL BE INSTALLED ALONG THE PERIMETER OF ALL RE-GRADED AREAS OR AS REQUIRED TO PREVENT SEDIMENT FROM ENTERING AND/OR LEAVING THE SITE.

CONSTRUCTION NOTES:

1. CONTRACTOR MUST MAINTAIN ONE LANE OF TRAFFIC AT ALL TIMES ON EXISTING ROADWAYS.
2. PAVEMENT REMOVAL AND REPLACEMENT BEYOND THE LIMITS (WHERE SPECIFIED IN THE PLANS AND SPECIFICATIONS) SHALL BE CONSIDERED INCLUDED IN THE COST OF THE CONTRACT.
3. ALL PROPOSED DETECTABLE WARNINGS SHALL BE ARMOR-TILE "BRICK RED" #22144.
4. SIZE, DEPTH, AND LOCATION OF EXISTING UTILITIES TO BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND SHALL BE INCLUDED IN THE COST OF THE CONTRACT. ANY INFORMATION FOUND TO BE DIFFERENT THAN THE PLANS SHALL BE GIVEN TO THE ENGINEER PRIOR TO CONSTRUCTION.
5. ANY REQUIRED DEWATERING OPERATIONS SHALL BE CONSIDERED INCLUDED IN THE COST OF THE CONTRACT.



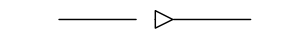
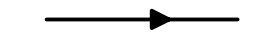
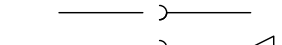
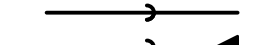
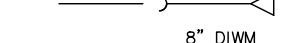
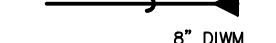
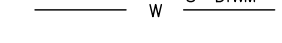

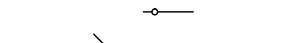
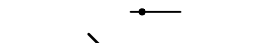


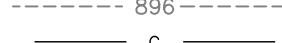
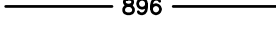
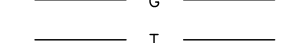







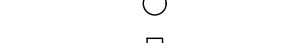

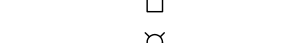





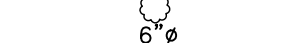
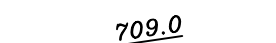



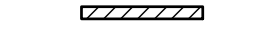


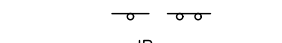
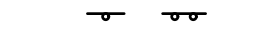
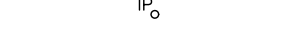

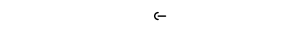

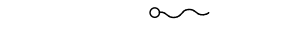



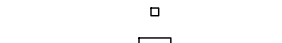

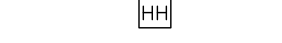
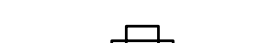

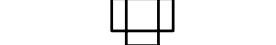





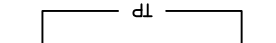

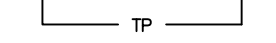


NO.	DATE	REVISIONS	

Plotted: April 10, 2025 @ 2:08 PM By: Pamela Whitfield -- Tab: 03\_S00\_22x34

SUMMARY OF QUANTITIES - BROWNGATE SUBDIVISION DETENTION BASIN

ITEM NO.	ITEM	UNIT	QUANTITY
1	REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL	CY	225
2	EARTH EXCAVATION	CY	5100
3	INLET & PIPE PROTECTION	EACH	2
4	PERIMETER EROSION BARRIER	LF	565
5	STABILIZED CONSTRUCTION ENTRANCE	LSUM	1
6	TREE ROOT PRUNING	EACH	4
7	TREE PROTECTION	EACH	4
8	DUST CONTROL WATERING	UNIT	32
9	EROSION CONTROL BLANKET	SY	2024
10	TREE REMOVAL	UNIT	70
11	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SY	340
12	HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT	SY	89
13	HOT-MIX ASPHALT BINDER COURSE, IL 19.0, 2"	TON	40
14	HOT-MIX ASPHALT SURFACE COURSE, MIX D, 2"	TON	40
15	AGGREGATE SUBGRADE IMPROVEMENT	CY	20
16	SIDEWALK REMOVAL	SF	150
17	PCC SIDEWALK, 5"	SF	150
18	FLARED END SECTION, 12" RCP	EACH	1
19	STORM SEWER, CLASS B, TYPE 2, 12" RCP	LF	14
20	PIPE UNDERDRAIN, 6" HDPE	LF	70
21	CONNECTION TO EXISTING STORM STRUCTURE	EACH	1
22	RESTORATION	SY	10166
23	SUPPLEMENTAL WATERING	UNIT	40
24	NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - TYPE 1	CY	500
25	NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - TYPE 2	CY	100
26	EXPLORATORY EXCAVATION	EACH	10
27	CONSTRUCTION LAYOUT	LS	1
28	TRAFFIC CONTROL AND PROTECTION	LS	1
29	MOBILIZATION	LS	1
30	ALLOWANCE - ITEMS ORDERED BY ENGINEER	UNIT	25000

LEGEND

EXISTING	DESCRIPTION	PROPOSED
	SANITARY SEWER	
	STORM SEWER	
	END SECTION	
	WATER MAIN & SIZE	
	WATER SERVICE & BOX	
	SEWER SERVICE	
	CONTOUR	
	GAS MAIN	
	TELEPHONE CABLE	
	SILT FENCE	
	MANHOLE	
	CATCH BASIN	
	INLET	
	HYDRANT	
	VALVE VAULT	
	TREE	
	ELEVATION	
	TRENCH BACKFILL	
	STREET LIGHT	
	SIGNS	
	FOUND IRON PIPE	
	GUY WIRE	
	FLAG POLE	
	UTILITY POLE	
	UTILITY PEDESTAL	
	HANDHOLE	
	STRAW BALES	
	ITEM DESIGNATED FOR REMOVAL	
	TREE PROTECTION REQUIRED	
	BITUMINOUS PAVEMENT	
	CONCRETE	
	GRAVEL	

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VILLAGE OF BENSENVILLE  
DUPAGE COUNTY, ILLINOIS

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NO.	DATE	REVISIONS

BROWNGATE SUBDIVISION  
DETENTION BASIN

SUMMARY OF QUANTITIES  
AND LEGEND

DATE: JANUARY	2025
PROJECT NO:	BE2401
FILE:	BE2401-COVER
SHEET	3 OF 9

PATH: Y:\\$USPROJ\BE\_BENSENVILLE\2024\BE2401\DWG FINAL ENG\BE2401-COVER



STORMWATER POLLUTION PREVENTION PLAN

A COPY OF THIS PLAN, ALONG WITH ALL INSPECTION REPORTS, WILL BE KEPT AT THE SITE AT ALL TIMES.

THE PERMITEE SHALL RETAIN COPIES OF STORMWATER POLLUTION PREVENTION PLANS AND ALL REPORTS AND NOTICES REQUIRED BY THIS PERMIT FOR A PERIOD OF AT LEAST THREE YEARS FROM THE DATE THE PERMIT COVERAGE EXPIRES OR IS TERMINATED.

1.0 SITE DESCRIPTION:

- A. PROJECT NAME AND LOCATION:  
BROWNGATE SUBDIVISION DETENTION BASIN,  
GREEN VALLEY DR & FRANZEN DR, VILLAGE OF BENSENVILLE,  
DUPAGE COUNTY, ILLINOIS

B. PROJECT DESCRIPTION:  
INSTALLATION OF DETENTION BASIN FOR FLOOD RELIEF.

C. TOTAL ON-SITE AREA = 2.3 AC

D. ON-SITE WETLAND AREA = NO WETLANDS ON-SITE

E. TOTAL AREA DISTURBED = 2.3 AC

F. RUNOFF COEFFICIENT OF SITE AFTER CONSTRUCTION = 0.45

G. SOILS  
805B – ORTHENTS, CLAYEY, UNDULATING  
854B – MARKHAM-ASHKUM-BEECHER COMPLEX

H. RECEIVING WATERS: BENSENVILLE DITCH TO SILVER CREEK

I. EXISTING SITE CONDITIONS: UNDEVELOPED GRASS FIELD, FORMER SCHOOL PROPERTY

J. ADJACENT/OFFSITE AREAS: SINGLE FAMILY RESIDENTIAL SUBDIVISION AND COMMERCIAL/INDUSTRIAL DEVELOPMENT

K. GENERAL SCHEDULE OF CONSTRUCTION PER LOCATION OR SEGMENT:  

1. INSTALL EROSION CONTROL MEASURES  
2. BRUSH AND TREE CLEARING  
3. EARTH EXCAVATION FOR DETENTION BASIN  
4. INSTALL NEW STORM SEWER  
5. TOPSOIL PLACEMENT, FINE GRADING, AND VEGETATIVE RESTORATION

2.0 CONTROLS

A. EROSION AND SEDIMENT CONTROLS

REFER TO THE IMPROVEMENT PLANS FOR BROWNGATE SUBDIVISION DETENTION BASIN AND THIS SWPPP.

EROSION AND SEDIMENT CONTROL MUST BE INSTALLED PER ILLINOIS URBAN MANUAL.

TEMPORARY SEEDING – AS NEEDED PER DETAIL  
PERMANENT SEEDING – PER PLAN  
SILT FENCE – PER PLAN  
INLET PROTECTION – PER PLAN

ADDITIONAL EROSION AND SEDIMENT CONTROLS WILL BE INSTALLED AT THE DIRECTION OF THE VILLAGE OR RESIDENT ENGINEER.

EXISTING VEGETATION SHALL BE PROTECTED AS MUCH AS POSSIBLE

EXISTING TREES SHALL BE PROTECTED PRIOR TO CONSTRUCTION UNLESS OTHERWISE DESIGNATED FOR REMOVAL.

TEMPORARY SEEDING AND MULCHING SHALL OCCUR WITHIN DAYS FOLLOWING THE COMPLETION OF ANY LAND DISTURBING ACTIVITIES.

EROSION CONTROL BLANKETS SHALL BE INSTALLED DURING FINAL RESTORATION OR IMMEDIATELY FOLLOWING THE SEEDING OF SLOPES 6:1 OR GREATER.

B. STORM WATER MANAGEMENT

REFER TO THE PLAN SHEETS OF THE IMPROVEMENT PLANS FOR BROWNGATE SUBDIVISION DETENTION BASIN AND THIS SWPPP.

RUNOFF:  
THE EXISTING SITE DRAINS TO A DEPRESSIONAL AREA IN THE OPEN FIELD. THE PROPOSED FLOW WILL DRAIN TO THE DETENTION BASIN AND INTO THE EXISTING STORM SEWER. THE CONTRACTOR SHALL MAINTAIN AN OUTLET FOR THE OVERLAND FLOW ROUTES DURING CONSTRUCTION OF THE IMPROVEMENTS.

DETENTION: DETENTION WILL BE PROVIDED IN THE PROPOSED BASIN

VELOCITY DISSIPATION: NONE REQUIRED

C. STABILIZATION PRACTICES

THE STORMWATER POLLUTION PREVENTION PLAN SHALL INCLUDE A DESCRIPTION OF INTERIM AND PERMANENT STABILIZATION PRACTICES, INCLUDING SITE-SPECIFIC SCHEDULING OF THE IMPLEMENTATION OF THE PRACTICES. SITE PLANS SHOULD ENSURE THAT EXISTING VEGETATION IS PRESERVED WHERE PRACTICABLE AND THE DISTURBED PORTIONS OF THE SITE ARE STABILIZED. A RECORD OF THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE, AND WHEN STABILIZATION MEASURES ARE INITIATED SHALL BE INCLUDED IN THE PLAN.

STABILIZATION OF DISTURBED AREAS MUST, AT A MINIMUM, BE INITIATED IMMEDIATELY WHENEVER ANY CLEARING, GRADING, EXCAVATING, OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE, OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.

IF ANY SITE AREA IS TO REMAIN DISTURBED FOR OVER 14 DAYS, THEN THE CONTRACTOR MUST INITIATE STABILIZATION MEASURES WITHIN 1 WORKING DAY OF THE CESSATION OF WORK. STABILIZATION EFFORTS MUST BE COMPLETED WITHIN 14 CALENDAR DAYS OF THE INITIATION OF STABILIZATION.

D. STRUCTURAL PRACTICES

THE FOLLOWING REQUIREMENTS APPLY TO PROTECTING STORM DRAIN INLETS:

1. INLET PROTECTION MUST BE INSTALLED PRIOR TO SITE RUNOFF ENTERING THE SEWER, PROVIDED THERE IS THE AUTHORITY TO DO SO.

2. CLEAN OR REMOVE AND REPLACE, THE PROTECTION MEASURES AS SEDIMENT ACCUMULATES, THE FILTER BECOMES CLOGGED, AND/OR PERFORMANCE IS COMPROMISED. WHERE THERE IS EVIDENCE OF SEDIMENT ACCUMULATION ADJACENT TO THE INLET PROTECTION MEASURES, THE SEDIMENT MUST BE REMOVED BY THE END OF THE DAY.

E. POLLUTION PREVENTION

THE PERMITTEE SHALL DESIGN, INSTALL, IMPLEMENT, AND MAINTAIN EFFECTIVE POLLUTION PREVENTION MEASURES TO MINIMIZE THE DISCHARGE OF POLLUTANTS. AT A MINIMUM, SUCH MEASURES MUST BE DESIGNED, INSTALLED, IMPLEMENTED AND MAINTAINED TO:

1. MINIMIZE POLLUTANT DISCHARGE FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER, AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE.

2. MINIMIZE EXPOSURE OF FUEL, OIL, HYDRAULIC FLUIDS, OTHER PETROLEUM PRODUCTS, AND OTHER CHEMICALS BY STORING IN COVERED AREAS OR CONTAINMENT AREAS.

3. MINIMIZE EXPOSURE OF BUILDING MATERIALS, BUILDING PRODUCTS, LANDSCAPE MATERIALS, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, AND OTHER MATERIALS PRESENT ON THE SITE BY STORING IN COVERED AREAS OR CONTAINMENT AREAS. MINIMIZATION OF EXPOSURE IS NOT REQUIRED FOR ANY PRODUCTS OR MATERIALS WHERE THE EXPOSURE TO PRECIPITATION OR STORMWATER WILL NOT RESULT IN A DISCHARGE OF POLLUTANTS.

4. CHEMICAL CONTAINERS WITH A STORAGE OF 55 GALLONS OR MORE MUST BE STORED A MINIMUM OF 50 FEET FROM RECEIVING WATERS, CONSTRUCTED OR NATURAL DRAINAGE FEATURES, AND STORM DRAIN INLETS. IF THIS IS INFEASIBLE DUE TO SITE CONSTRAINTS, CONTAINERS ARE TO BE STORED AS FAR AWAY AS POSSIBLE AND DOCUMENTED IN THE PLAN WHY THE 50 FOOT SETBACK IS INFEASIBLE AND HOW THE CONTAINERS WILL BE STORED.

F. WASTE DISPOSAL

ALL WASTES COMPOSED OF BUILDING MATERIALS MUST BE REMOVED FROM THE SITE FOR DISPOSAL IN PERMITTED DISPOSAL FACILITIES. THE PROJECT SITE WILL BE KEPT CLEAR OF ALL HUMAN AND CONSTRUCTION DEBRIS. NO BUILDING MATERIALS, GAS OR OIL SHALL BE BURIED, DUMPED, OR DISCHARGED AT THE SITE. A SECURELY LIDDED DUMPSTER WILL BE PROVIDED FOR STANDARD SOLID WASTE.

HAZARDOUS WASTE WILL BE DISPOSED OF AS SPECIFIED BY DUPAGE COUNTY AND THE VILLAGE OF BENSENVILLE. THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, OR THE MANUFACTURER OF THE MATERIAL WHICH EVER IS STRICTER. SITE PERSONNEL WILL BE INSTRUCTED IN THESE PRACTICES AND THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR THE PROPER DISPOSAL OF ALL HAZARDOUS WASTE PRODUCED AS A PART OF THIS CONSTRUCTION PROJECT.

SANITARY WASTE WILL BE COLLECTED IN PORTABLE UNITS AND DRAINED AS SPECIFIED BY THE VILLAGE OF BENSENVILLE.

ANY SPILLED OIL, GAS, OR OTHER CONSTRUCTION MATERIAL WILL BE CONTAINED AND CLEANED IMMEDIATELY. CONTAMINATED SOIL WILL BE DISPOSED OF IN AN APPROVED MANNER AT A LICENSED LANDFILL.

A SINGLE CONCRETE WASHOUT AREA WILL BE DESIGNATED BY THE CONTRACTOR FOR USE DURING THE DURATION OF THE PROJECT. THE WASHOUT AREA WILL BE DUG OUT OR BERMED UP TO CONTAIN ALL WASHOUT MATERIAL. ALL AFFECTED SOILS AND CONCRETE SPOILS WILL BE REMOVED FROM THE SITE UPON COMPLETION OF THE CONCRETE PLACEMENT ACTIVITIES.

G. OTHER REQUIREMENTS

THE VILLAGE OF BENSENVILLE SUBDIVISION ORDINANCES AND THE DUPAGE COUNTY STORMWATER MANAGEMENT ORDINANCE WILL GOVERN ALL EROSION CONTROL AND STORMWATER MANAGEMENT OPERATIONS.

THE VILLAGE ENGINEER WILL PROVIDE PERIODIC REVIEWS OF THE EROSION CONTROL MEASURES.

NO FUEL OR OIL WILL BE STORED ON-SITE WITHOUT PROPER CONTAINMENT AND WRITTEN PERMISSION FROM DUPAGE COUNTY OR THE VILLAGE OF BENSENVILLE.

THE CONTRACTOR WILL PREVENT OFF-SITE TRACKING OF SEDIMENTS. ANY SEDIMENT LEFT ON THE PUBLIC ROADWAY WILL BE CLEANED OFF EVERY NIGHT.

DUST CONTROL, IF DEEMED NECESSARY BY THE VILLAGE ENGINEER, WILL BE DONE BY MEANS OF A WATER TRUCK SPRAYING WATER ON THE SURFACE OF THE SITE.

THE PLAN SHALL INCLUDE SPILL RESPONSE PROVISIONS IF THERE ARE RELEASES IN EXCESS OF REPORTABLE QUANTITIES.

A. NON-STORMWATER DISCHARGES

IT IS EXPECTED THAT THE FOLLOWING NON-STORMWATER DISCHARGES WILL OCCUR FROM THIS SITE DURING THE CONSTRUCTION PERIOD.

1. UNCONTAMINATED GROUND AND SURFACE WATER FROM DEWATERING EXCAVATIONS AND DETENTION BASINS
2. DUST CONTROL WATER

NON-STORMWATER DISCHARGES WILL BE DIRECTED TO THE STORM SEWER.

3.0 MAINTENANCE

A. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REGULAR INSPECTION OF ALL DISTURBED AREAS THAT HAVE NOT BEEN FINALLY STABILIZED AND ALL STRUCTURAL EROSION CONTROL MEASURES AND FOR RECORDING AND KEEPING A RECORD OF EACH INSPECTION. THIS PROCESS WILL CONTINUE UNTIL FINAL STABILIZATION IS ACHIEVED AND A NOTICE OF TERMINATION IS RECEIVED BY THE OWNER. INSPECTIONS WILL BE PERFORMED AND RECORDED BY QUALIFIED INDIVIDUALS EVERY WEEK (MINIMUM) AND WITHIN 24 HOURS OF A 1/2" RAINFALL EVENT. AREAS INACCESSIBLE DURING INSPECTIONS DUE TO FLOODING OR OTHER UNSAFE CONDITIONS MUST BE INSPECTED WITHIN 72 HOURS OF BECOMING ACCESSIBLE.

4.0 INSPECTIONS

A QUALIFIED INDIVIDUAL IS EITHER A LICENSED PROFESSIONAL ENGINEER (P.E.), A CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL (CPESC), A CERTIFIED EROSION SEDIMENT AND STORM WATER INSPECTOR (CESSWI) OR OTHER KNOWLEDGEABLE PERSON WHO POSSESSES THE SKILLS TO ASSESS CONDITIONS AT THE CONSTRUCTION SITE THAT COULD IMPACT STORM WATER QUALITY AND TO ASSESS THE EFFECTIVENESS OF ANY SEDIMENT AND EROSION CONTROL MEASURES SELECTED TO CONTROL THE QUALITY OF STORMWATER DISCHARGES FROM THE CONSTRUCTION ACTIVITIES. IF THE INSPECTOR IS NOT A P.E., CPESC, OR CESSWE, THEN THE INSPECTORS QUALIFICATIONS AND EXPERIENCE MUST BE SUMMARIZED ON THE INSPECTION FORMS.

A. INSPECTIONS MAY BE REDUCED TO ONCE PER MONTH WHEN CONSTRUCTION ACTIVITIES HAVE CEASED DUE TO FROZEN CONDITIONS. WEEKLY INSPECTIONS WILL RECOMMENCE WHEN CONSTRUCTION ACTIVITIES ARE CONDUCTED, IF THERE IS A 0.5 INCH OR GREATER RAIN EVENT, OR A DISCHARGE DUE TO SNOWMELT OCCURS.

B. INSPECTIONS MUST INCLUDE DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED, STRUCTURAL CONTROL MEASURES, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND MUST BE CONDUCTED AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM OR BY THE END OF THE FOLLOWING BUSINESS OR WORKDAY THAT IS 0.50 INCHES OR GREATER. AREAS INACCESSIBLE DURING INSPECTIONS DUE TO FLOODING OR OTHER UNSAFE CONDITIONS MUST BE INSPECTED WITHIN 72 HOURS OF BECOMING ACCESSIBLE.

C. ALL AREAS WHERE STORMWATER TYPICALLY FLOWS WITHIN THE SITE AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING. ALL LOCATIONS WHERE STABILIZATION MEASURES HAVE BEEN IMPLEMENTED MUST BE OBSERVED TO ENSURE THAT THEY ARE STILL STABILIZED.

D. ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER. ANY NECESSARY REPAIRS WILL BE INITIATED IMMEDIATELY.

E. BASED ON THE RESULTS OF THE INSPECTIONS, MODIFICATIONS NECESSARY SHALL BE IMPLEMENTED WITHIN 7 DAYS OF THE INSPECTION. ANY MODIFICATIONS TO THE PLAN MUST ALSO BE MADE WITHIN 7 CALENDAR DAYS OF THE INSPECTION.

F. SEDIMENT BUILDUP WILL BE REMOVED FROM SILT FENCES WHEN IT HAS REACHED 1/3 THE HEIGHT OF THE FABRIC.

G. SEDIMENT BUILDUP WILL BE REMOVED FROM OTHER EROSION CONTROLS AS NEEDED TO MAINTAIN STORMWATER FLOW THROUGH THE SITE AND AVOID SEDIMENT FROM BYPASSING THE EROSION CONTROLS.

H. EROSION CONTROL MEASURES WILL BE REPAIRED, MAINTAINED, OR INCREASED AT THE DIRECTION OF DUPAGE COUNTY, THE VILLAGE OF BENSENVILLE, OR THE VILLAGE ENGINEER.

I. A MAINTENANCE INSPECTION REPORT WILL BE MADE AFTER EACH INSPECTION. THE REPORT SHALL SUMMARIZE THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE STORMWATER POLLUTION PREVENTION PLAN, AND ACTIONS TAKEN TO SOLVE ANY PROBLEMS OBSERVED. THE INSPECTION REPORT SHALL BE SIGNED BY A QUALIFIED INDIVIDUAL PER NPDES GENERAL PERMIT NO. 2.

J. ANY FLOODING OR OTHER UNSAFE CONDITIONS THAT DELAY INSPECTIONS MUST BE DOCUMENTED IN THE INSPECTION REPORT.

K. INSPECTION REPORTS SHALL BE RETAINED AS A PART OF THE STORMWATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS AFTER FINAL STABILIZATION AND A NOTICE OF DISCONTINUATION HAS BEEN SUBMITTED TO THE DEPARTMENT.

L. THE PERMITTEE MUST NOTIFY THE APPROPRIATE AGENCY FIELD OPERATIONS SECTION OFFICE BY EMAIL AT: EPA.SWNONCOMP@ILLINOIS.GOV, TELEPHONE, OR FAX WITHIN 24 HOURS OF ANY INCIDENCE OF NONCOMPLIANCE FOR ANY VIOLATION OF THE SWPPP OBSERVED DURING ANY INSPECTION CONDUCTED, OR FOR VIOLATIONS OF ANY CONDITION OF THIS PERMIT. THE PERMITTEE MUST COMPLETE AND SUBMIT WITHIN 5 DAYS OF AN "INCIDENCE OF NONCOMPLIANCE" (ION) REPORT FOR ANY VIOLATION OF THE SWPPP OBSERVED DURING ANY SPECIFIC INFORMATION ON THE CAUSE OF NONCOMPLIANCE, ACTIONS TAKEN TO PREVENT ANY FURTHER CAUSES OF NONCOMPLIANCE, AND A STATEMENT DETAILING ANY ENVIRONMENTAL

IMPACT WHICH MAY HAVE RESULTED FROM THE NONCOMPLIANCE. CORRECTIVE ACTIONS MUST BE UNDERTAKEN IMMEDIATELY TO ADDRESS THE IDENTIFIED NON-COMPLIANCE ISSUE(S).

M. THE VILLAGE ENGINEER SHALL BE CONTACTED IN THE EVENT OF INCIDENT OF NONCOMPLIANCE AND WILL BE RESPONSIBLE FOR CONTACTING ALL RESPONSE AGENCIES AS NEEDED IN ORDER TO CLEAN THE SITE IN A TIMELY FASHION.

N. ALL REPORTS OF NONCOMPLIANCE SHALL BE SIGNED BY A RESPONSIBLE AUTHORITY AS DEFINED IN PART VI.G.

O. ION REPORTS MUST BE COMPLETED ON FORMS PROVIDED BY THE AGENCY.

P. AFTER THE INITIAL CONTACT HAS BEEN MADE WITH THE APPROPRIATE AGENCY FIELD OPERATIONS SECTION OFFICE, ALL REPORTS OF NONCOMPLIANCE MUST BE MAILED TO THE AGENCY AT THE FOLLOWING ADDRESS:

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
DIVISION OF WATER POLLUTION CONTROL  
COMPLIANCE ASSURANCE SECTION  
1021 NORTH GRAND AVENUE EAST  
POST OFFICE BOX 19276  
SPRINGFIELD, IL 62794-9276

5.0 CORRECTIVE ACTIONS

CORRECTIVE ACTIONS MUST BE IMPLEMENTED TO ADDRESS ANY OF THE FOLLOWING CONDITIONS IDENTIFIED AT THE SITE:

5. A STORMWATER CONTROL NEEDS REPAIR OR REPLACEMENT
6. A STORMWATER CONTROL NECESSARY TO COMPLY WITH THE REQUIREMENTS OF THIS PERMIT WAS NEVER INSTALLED OR WAS INSTALLED INCORRECTLY
7. DISCHARGES ARE CAUSING AN EXCEEDANCE OF APPLICABLE WATER QUALITY STANDARDS
8. A PROHIBITED DISCHARGE HAS OCCURRED.

CORRECTIVE ACTIONS MUST BE COMPLETED AS SOON AS POSSIBLE AND DOCUMENTED WITHIN 7 DAYS IN AN INSPECTION REPORT OR REPORT OF NONCOMPLIANCE. IF IT IS INFEASIBLE TO COMPLETE THE INSTALLATION OR REPAIR WITHIN 7 CALENDAR DAYS, IT MUST BE DOCUMENTED WHY IT IS INFEASIBLE TO COMPLETE THE INSTALLATION OR REPAIR WITHIN THE 7-DAY TIMEFRAME AND DOCUMENT THE SCHEDULE FOR INSTALLING THE STORMWATER CONTROL(S) AND MAKING IT OPERATIONAL AS SOON AS FEASIBLE AFTER THE 7-DAY TIMEFRAME. IF MAINTENANCE IS REQUIRED FOR THE SAME STORMWATER CONTROL AT THE SAME LOCATION THREE OR MORE TIMES, THE CONTROL MUST BE REPAIRED IN A MANNER THAT PREVENTS CONTINUED FAILURE TO THE EXTENT FEASIBLE, AND THE CONDITION AND HOW IT WAS REPAIRED MUST BE DOCUMENTED. ALTERNATIVELY, IT MUST BE DOCUMENTED WHY THE SPECIFIC REOCCURRENCE OF THIS SAME ISSUE SHOULD CONTINUE TO BE ADDRESSED AS A ROUTINE MAINTENANCE FIX.

CONTRACTOR'S CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT (ILR10) THAT AUTHORIZES THE STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS A PART OF THIS CERTIFICATION.

GENERAL CONTRACTOR:

COMPANY NAME

COMPANY ADDRESS

COMPANY PHONE NUMBER

PRINTED NAME AND TITLE

SIGNATURE

DATE

SUB-CONTRACTOR #1:

SUB-CONTRACTORS RESPONSIBILITY

COMPANY NAME

COMPANY ADDRESS

COMPANY PHONE NUMBER

PRINTED NAME AND TITLE

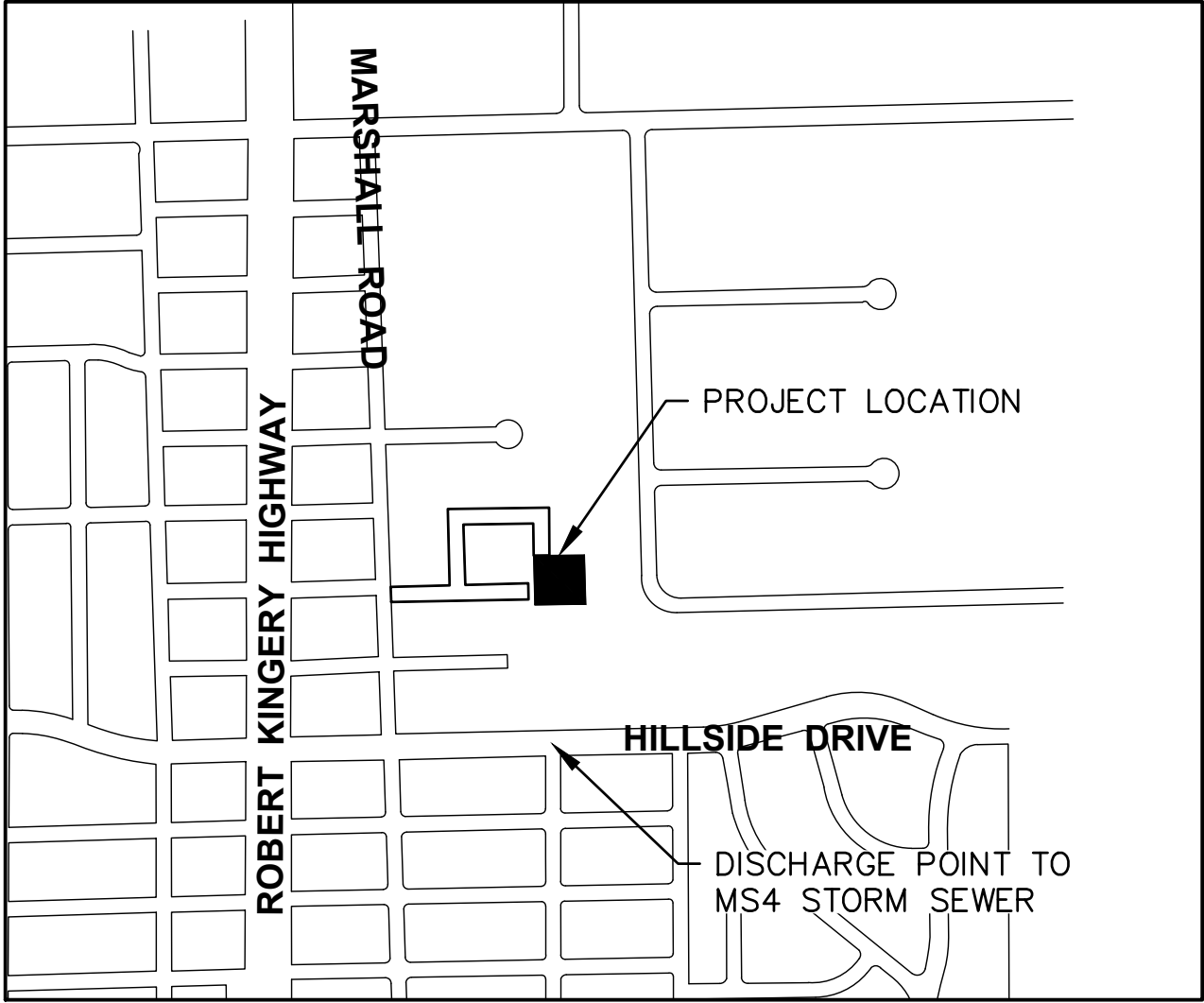
SIGNATURE

DATE

USE ADDITIONAL SHEETS FOR ADDITIONAL SUB-CONTRACTORS. EACH SHEET WILL HAVE THE PROJECT NAME AND LOCATION AS DESCRIBED IN THE SITE DESCRIPTION ON THIS SHEET. EACH ADDITIONAL SUB-CONTRACTOR WILL PROVIDE THEIR RESPONSIBILITY, COMPANY NAME, ADDRESS AND PHONE NUMBER, PRINTED NAME AND TITLE, SIGNATURE AND DATE.

THIS INFORMATION WILL BE KEPT WITH THIS PLAN.

SWPPP MAP  
N.T.S.



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Sugar Grove, Illinois 60554  
630.466.6700 / www.eeiweb.com

VILLAGE OF BENSENVILLE  
DUPAGE COUNTY, ILLINOIS

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scales to print size.

NO.	DATE			REVISIONS

BROWNGATE SUBDIVISION  
DETENTION BASIN

STORMWATER POLLUTION  
PREVENTION PLAN

DATE: JANUARY	2025
PROJECT NO:	BE2401
FILE:	BE2401-COVER
SHEET	4 OF 9



Plotter: April 10, 2025 @ 2:08 PM By: Pamela Whitfield - Tab: 05 SWPPP Details 22,534

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NO.	DATE	REVISIONS

**BROWNGATE SUBDIVISION**  
DETENTION BASIN

**STORMWATER POLLUTION**  
PREVENTION PLAN DETAILS

DATE: JANUARY 2025  
PROJECT NO: BE2401  
FILE: BE2401-COVER  
SHEET 5 OF 9

	VILLAGE OF BENSENVILLE 12 S. CENTER STREET BENSENVILLE, IL 60159 WWW.BENSENVILLE.IL.US	SILT FENCE INSTALLATION STANDARD		VILLAGE OF BENSENVILLE SPECIFICATIONS AND DETAILS FILE LOCATION ENGINEERING STANDARDS NEW STANDARD/REVISION CONTROL		REVISIONS	

	VILLAGE OF BENSENVILLE 12 S. CENTER STREET BENSENVILLE, IL 60159 WWW.BENSENVILLE.IL.US	TEMPORARY CONSTRUCTION ENTRANCE STANDARD		VILLAGE OF BENSENVILLE SPECIFICATIONS AND DETAILS FILE LOCATION ENGINEERING STANDARDS NEW STANDARD/REVISION CONTROL		REVISIONS	

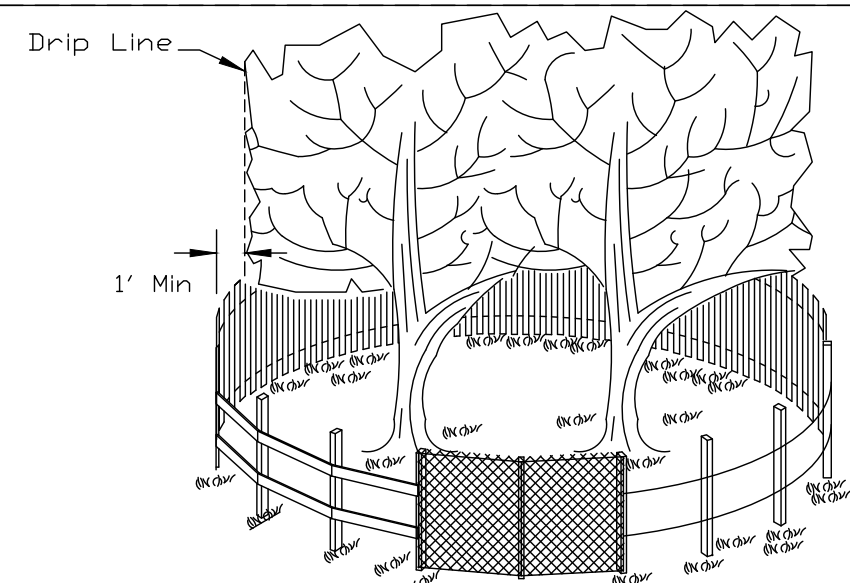
R.O.W. & REMAINING GRASSED AREA: IDOT CLASS 1 SEEDING MIXTURE  
PERMANENT SEEDING MIXTURE – 100 LBS./AC. KENTUCKY BLUEGRASS  
60 LBS./AC. PERENNIAL RYEGRASS  
40 LBS./AC. CREEPING RED FESCUE  
TEMPORARY SEEDING MIXTURE – 50 LBS./AC. PERENNIAL RYE GRASS  
64 LBS./AC. OATS, SPRING  
GRASSED WATERWAY AREA: CLASS 5 SEEDING MIXTURE  
PERMANENT SEEDING MIXTURE – 150 LBS./AC. KENTUCKY BLUEGRASS  
150 LBS./AC. SMOOTH BROME GRASS  
TEMPORARY SEEDING MIXTURE – 50 LBS./AC. PERENNIAL RYEGRASS  
64 LBS./AC. OATS, SPRING

SEEDING SCHEDULE	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
PERMANENT SEEDING MIXTURE NONIRRIGATED												
IRRIGATED												
DORMANT (DOUBLE RATE)												
TEMPORARY SEEDING MIXTURE RYE OR WHEAT												
OATS												

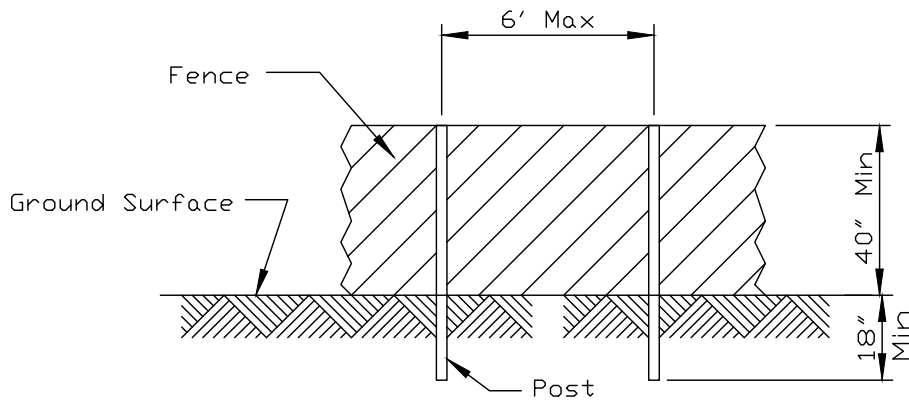
FERTILIZER MIXTURE FOR PROPOSED SEEDING AREAS  
NITROGEN (N) 90 LBS./AC.  
PHOSPHORUS (P) 90 LBS./AC/ OR 120 LBS./AC. P<sub>2</sub>O<sub>5</sub>  
POTASSIUM (K) 90 LBS./AC/ OR 120 LBS./AC. K<sub>2</sub>O  
EROSION CONTROL BLANKET SHALL BE PROVIDED AT ALL AREAS LOCATED  
WITHIN THE RIGHT OF WAY.

SEEDING INFORMATION AND SCHEDULE

### TREE PROTECTION - FENCING



SIDE VIEW



POST AND FENCE DETAIL

#### NOTES:

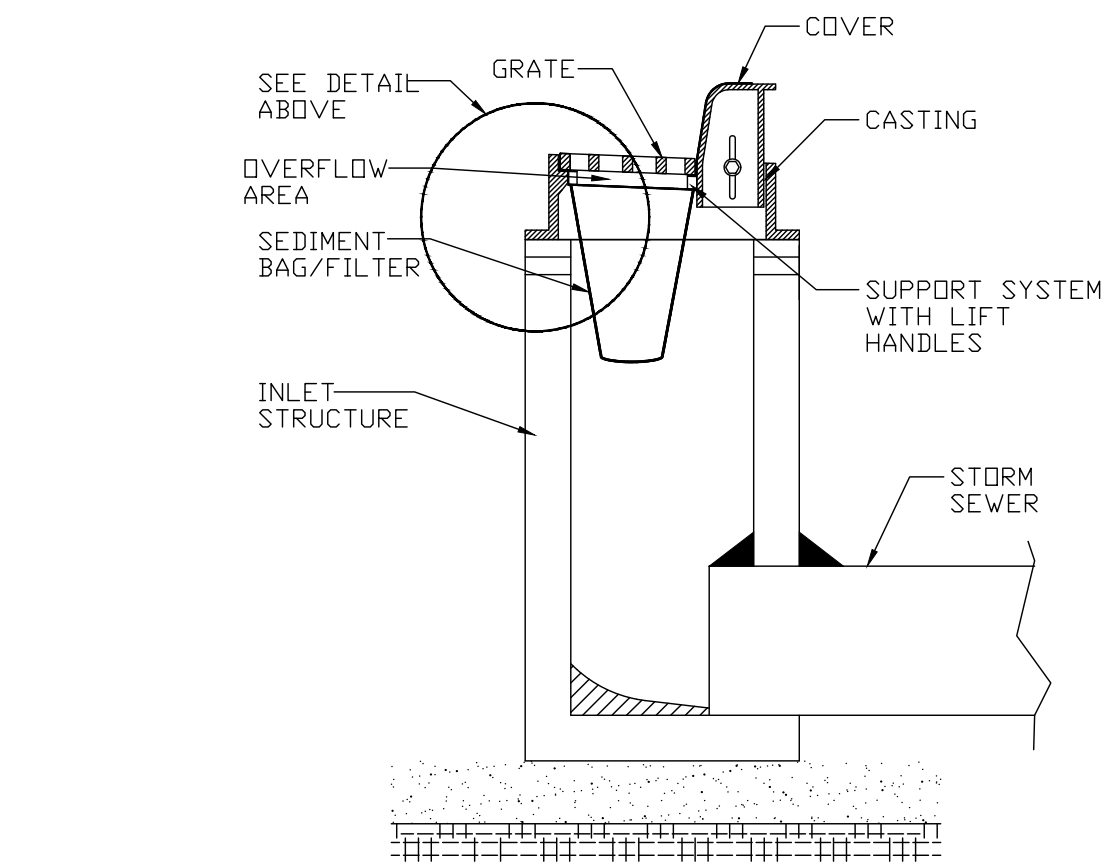
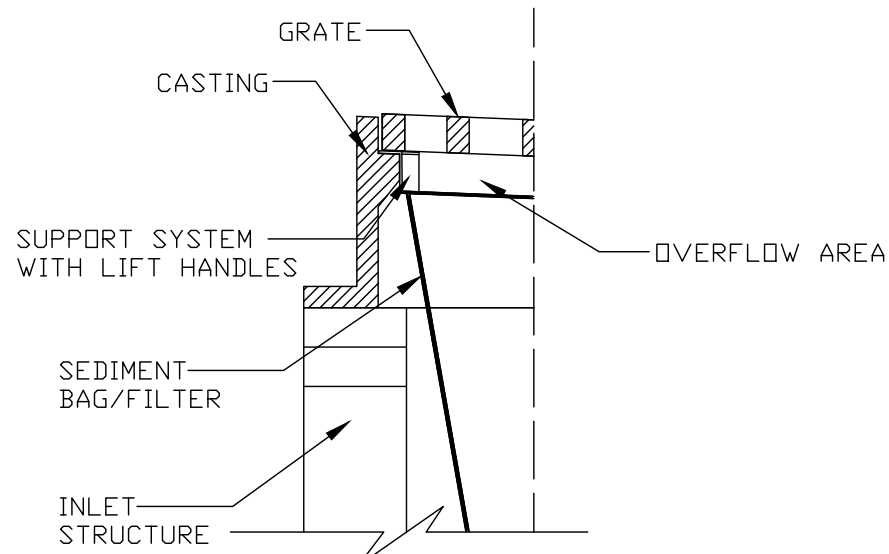
- The fence shall be located a minimum of 1 foot outside the drip line of the tree to be saved and in no case closer than 5 feet to the trunk of any tree.
- Fence posts shall be either standard steel posts or wood posts with a minimum cross sectional area of 3.0 sq. in.
- The fence may be either 40" high snow fence, 40" plastic web fencing or any other material as approved by the engineer/inspector.

REFERENCE	Project	Date
Designed		
Checked		
Approved		



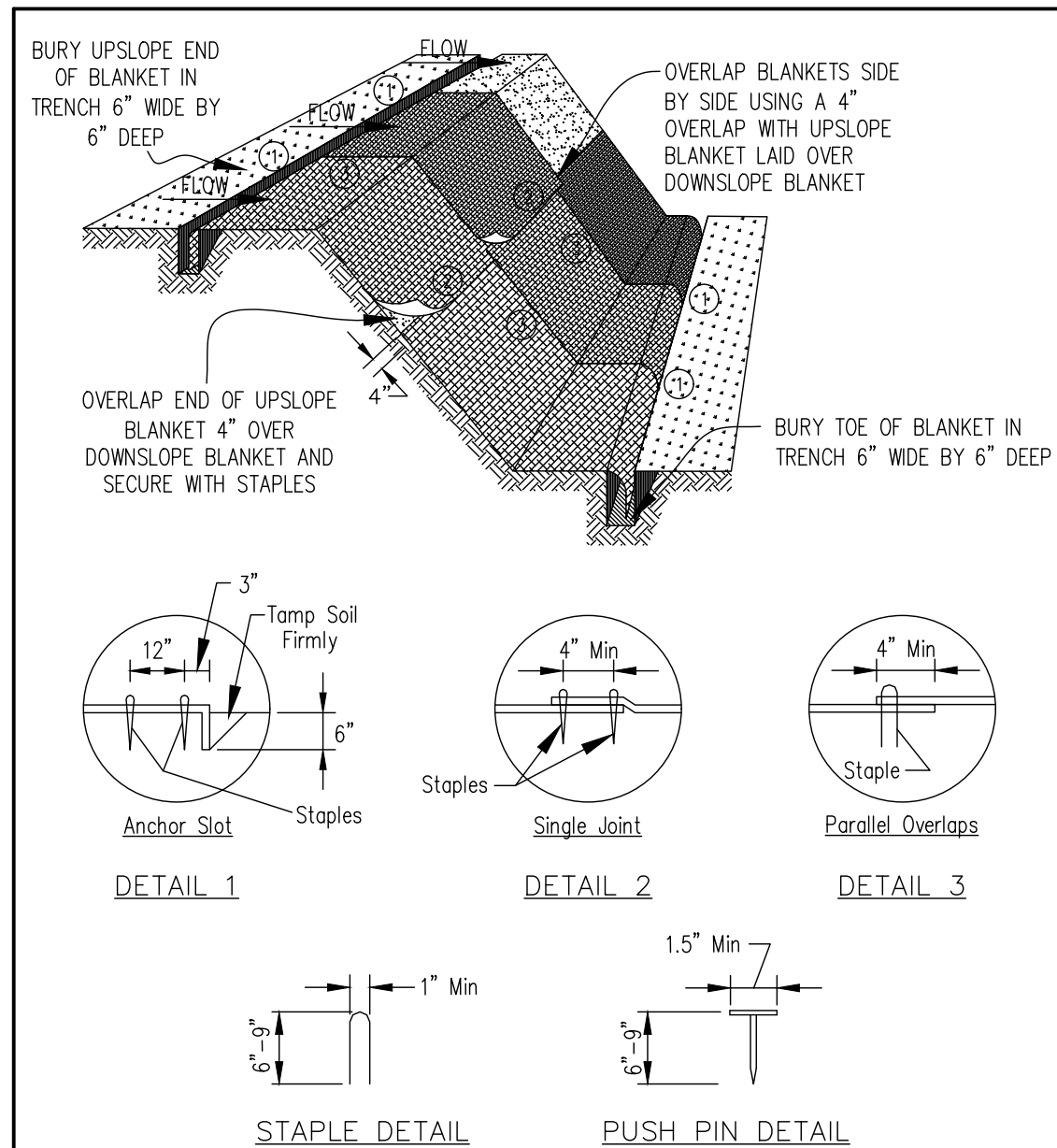
STANDARD DWG. NO.	IL-690
SHEET 1 OF 1	
DATE	4-7-94

### INLET PROTECTION - PAVED AREAS DROP-IN PROTECTION



REFERENCE	Project	Date
Designed		
Checked		
Approved		

STANDARD DWG. NO.	IUM-561D
SHEET 1 OF 1	
DATE	01-11-11

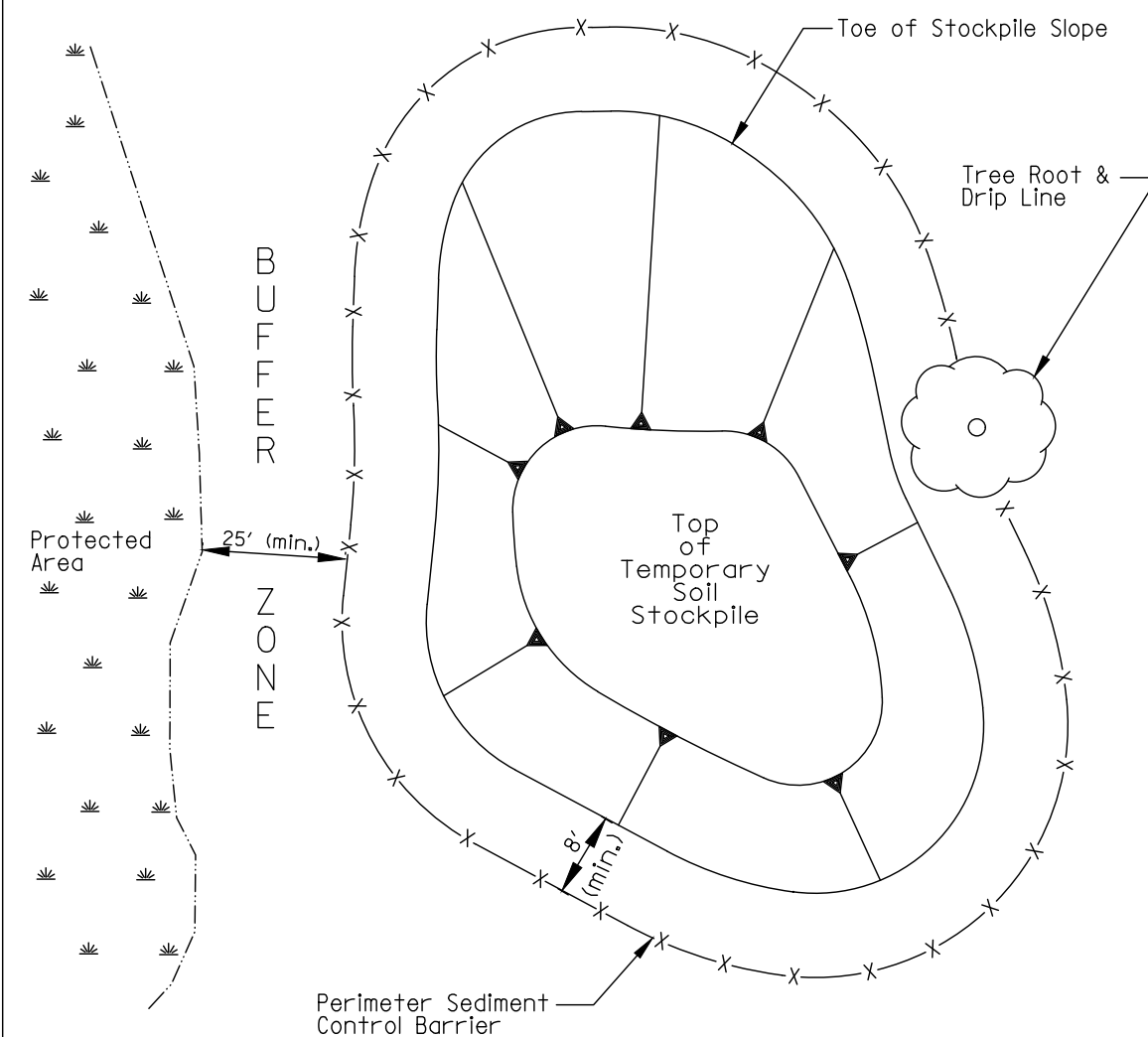


#### NOTES:

- Staples shall be placed in a diamond pattern at 2 per s.y. for stitched blankets. Non-stitched shall use 4 staples per s.y. of material. This equates to 200 staples with stitched blanket and 400 staples with non-stitched blanket per 100 s.y. of material.
- Staple or push pin lengths shall be selected based on soil type and conditions. (minimum staple length is 6")
- Erosion control material shall be placed in contact with the soil over a prepared seedbed.
- All anchor slots shall be stapled at approximately 12" intervals.

### EROSION CONTROL BLANKET INSTALLATION DETAILS

### TEMPORARY SOIL STOCKPILE DETAIL



#### NOTES:

- Stockpile slopes should be based on angle of repose of the soil material to avoid potential sloughing of the slope.
- Soil stockpile to be stabilized in accordance with practical standards.
- Do not locate stockpile within overland drainage flow path, designated floodways, drip line or over the root crown of adjacent trees.
- Provisions for sediment control practices may be required along haul roads and entrance/exit locations for access to the soil stockpile that can create flow path for stormwater runoff.
- Installation of benches, terraces, or slope interrupters should be considered.
- Avoid building soil stockpiles on impervious surfaces.
- Linear sediment trap surrounding the stockpile base may be used to control sediment.

REFERENCE	Project	Date
Designed		
Checked		
Approved		



STANDARD DWG. NO.	IUM-627
SHEET 1 OF 1	
DATE	JANUARY 2017





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**DUPAGE COUNTY, ILLINOIS**

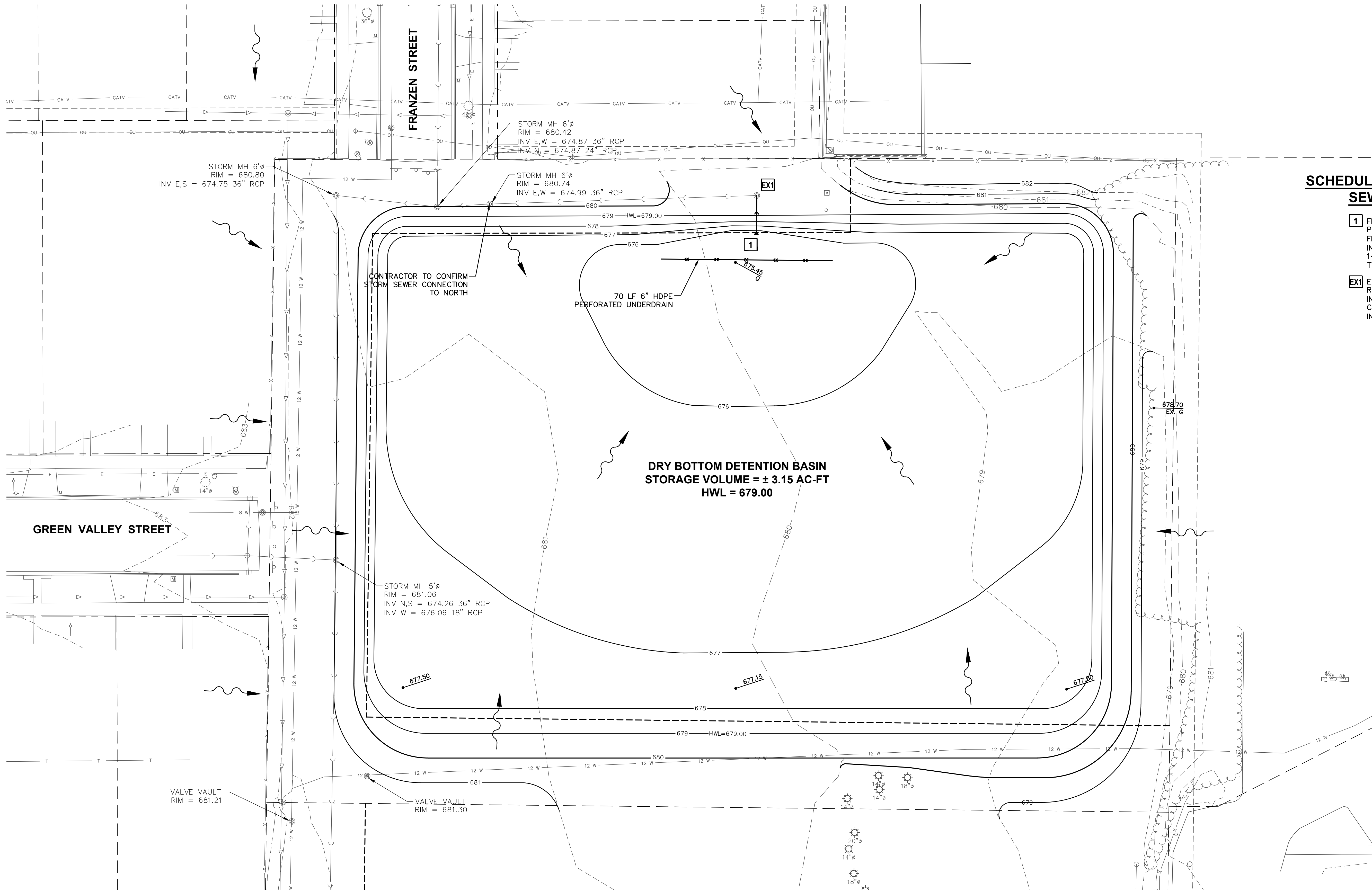
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NO.	DATE	REVISIONS

**BROWNGATE SUBDIVISION**  
**DETENTION BASIN**

**GRADING AND**  
**DRAINAGE PLAN**

DATE: JANUARY	2025
PROJECT NO:	BE2401
FILE:	BE2401-GRADE
SHEET	7 OF 9



**SCHEDULE OF PROPOSED STORM  
SEWER STRUCTURES**

- 1** FLARED END SECTION NO. 1  
PRECAST REINFORCED CONCRETE  
FLARED END SECTION, W/ GRATE  
INV = 675.30, 12" RCP  
14 LF STORM SEWER, CLASS B,  
TYPE 2, 12" @ 1.00%
- EX1** EXISTING STORM MANHOLE 1  
RIM = 680.79  
INV W = 675.14, 36" RCP  
CORE INTO EXIST. STRUCTURE  
INV S = 675.14, 12" RCP

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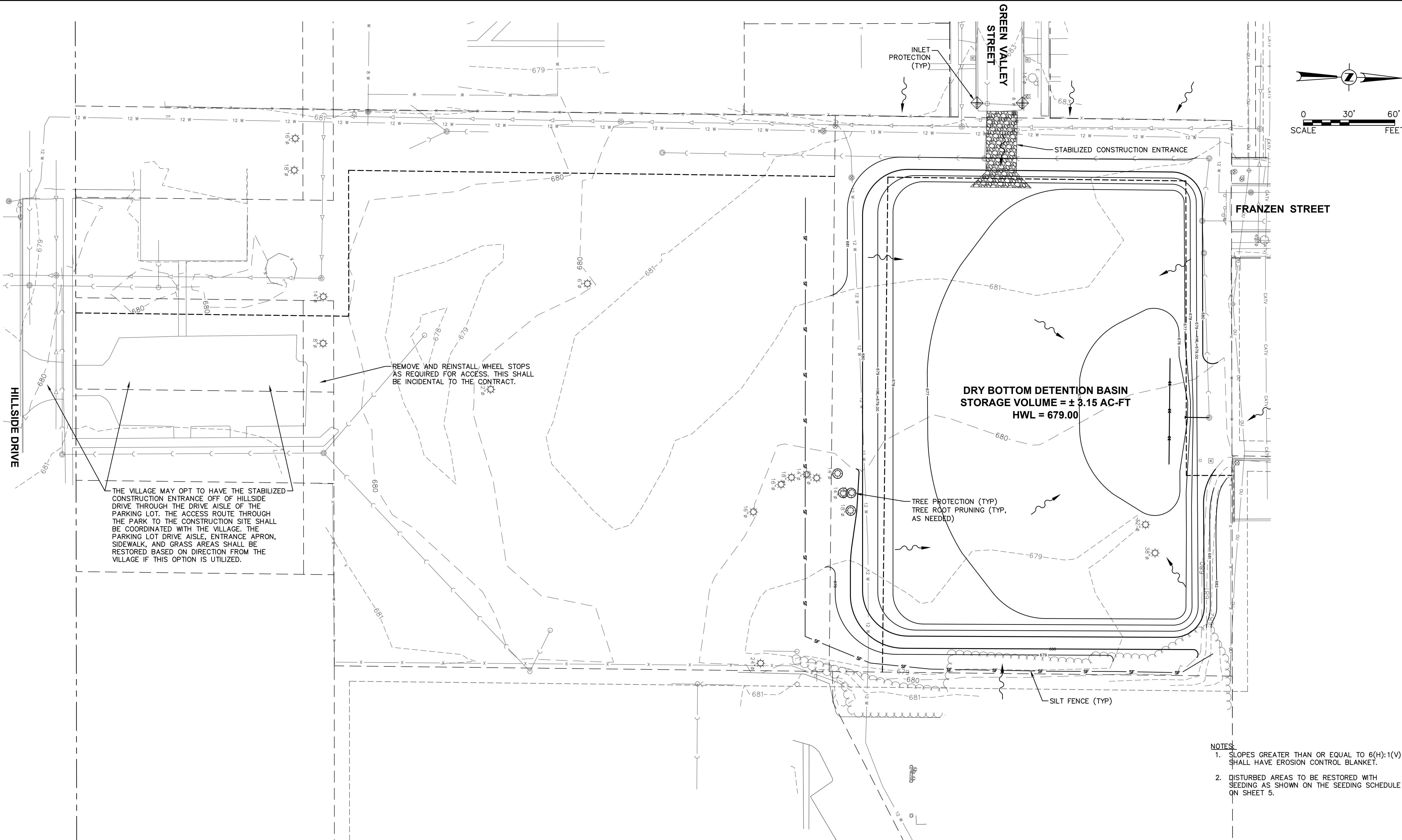
**BROWNGATE SUBDIVISION**  
**DETENTION BASIN**

**SOIL EROSION AND**  
**SEDIMENT CONTROL PLAN**

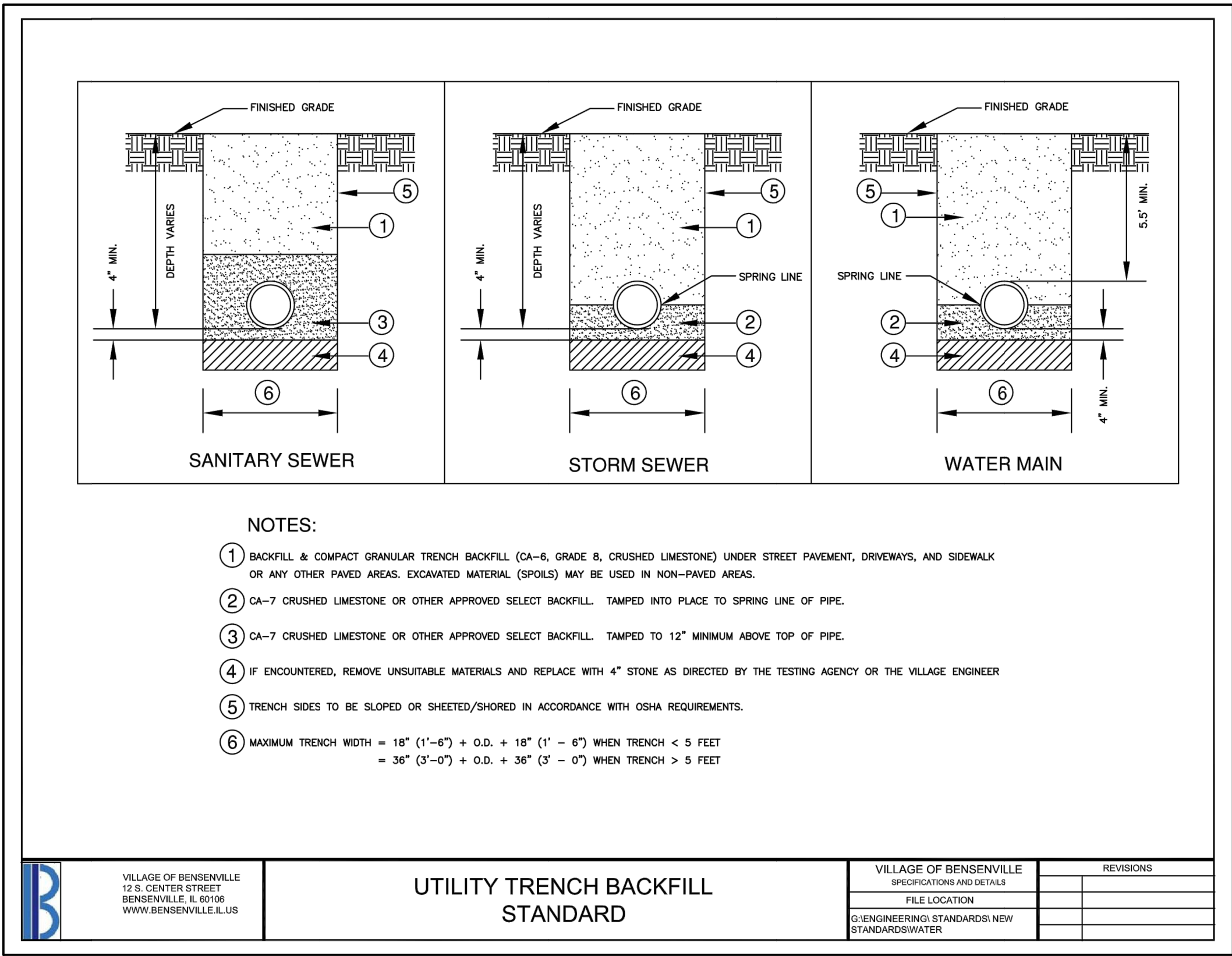
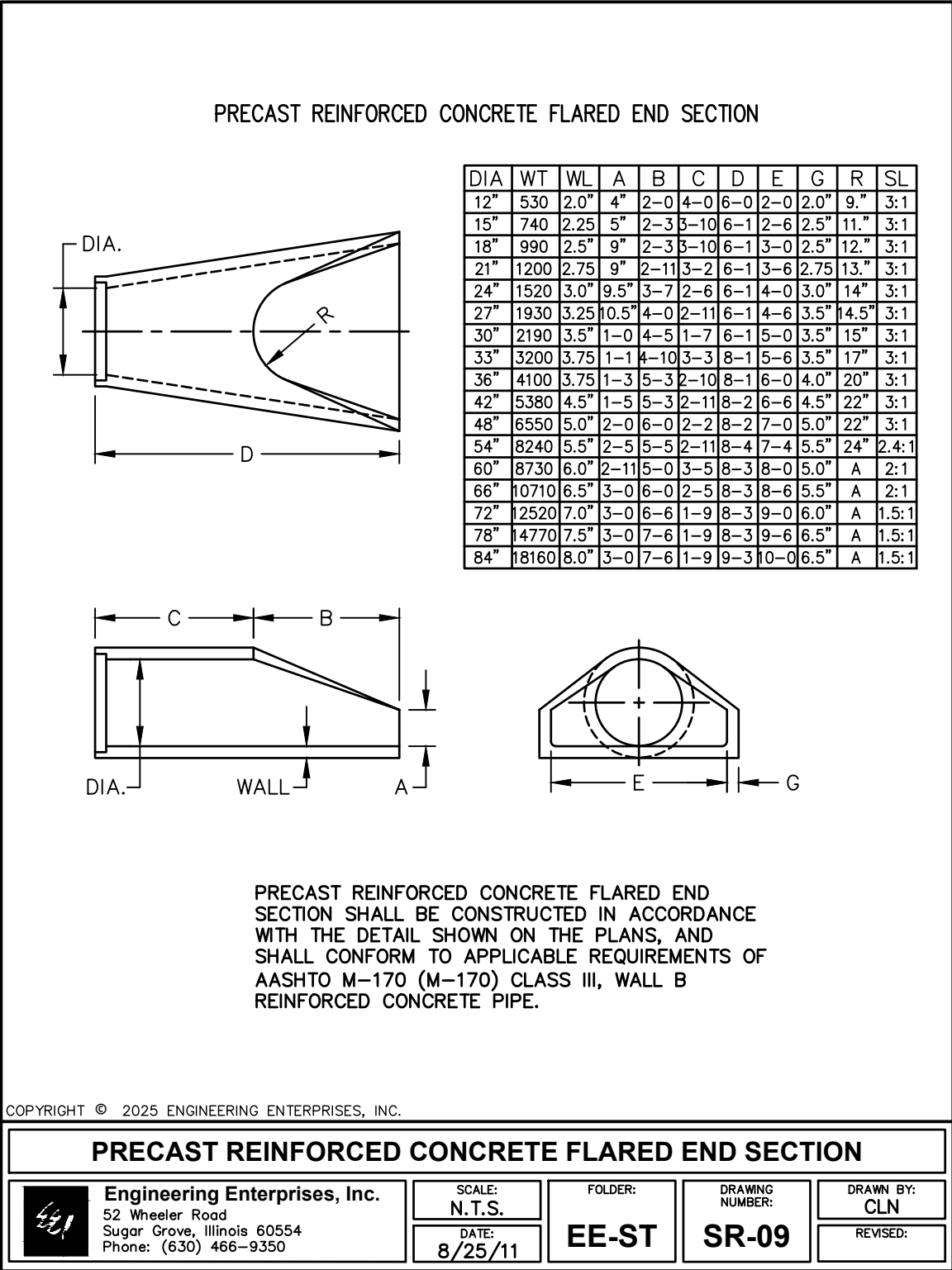
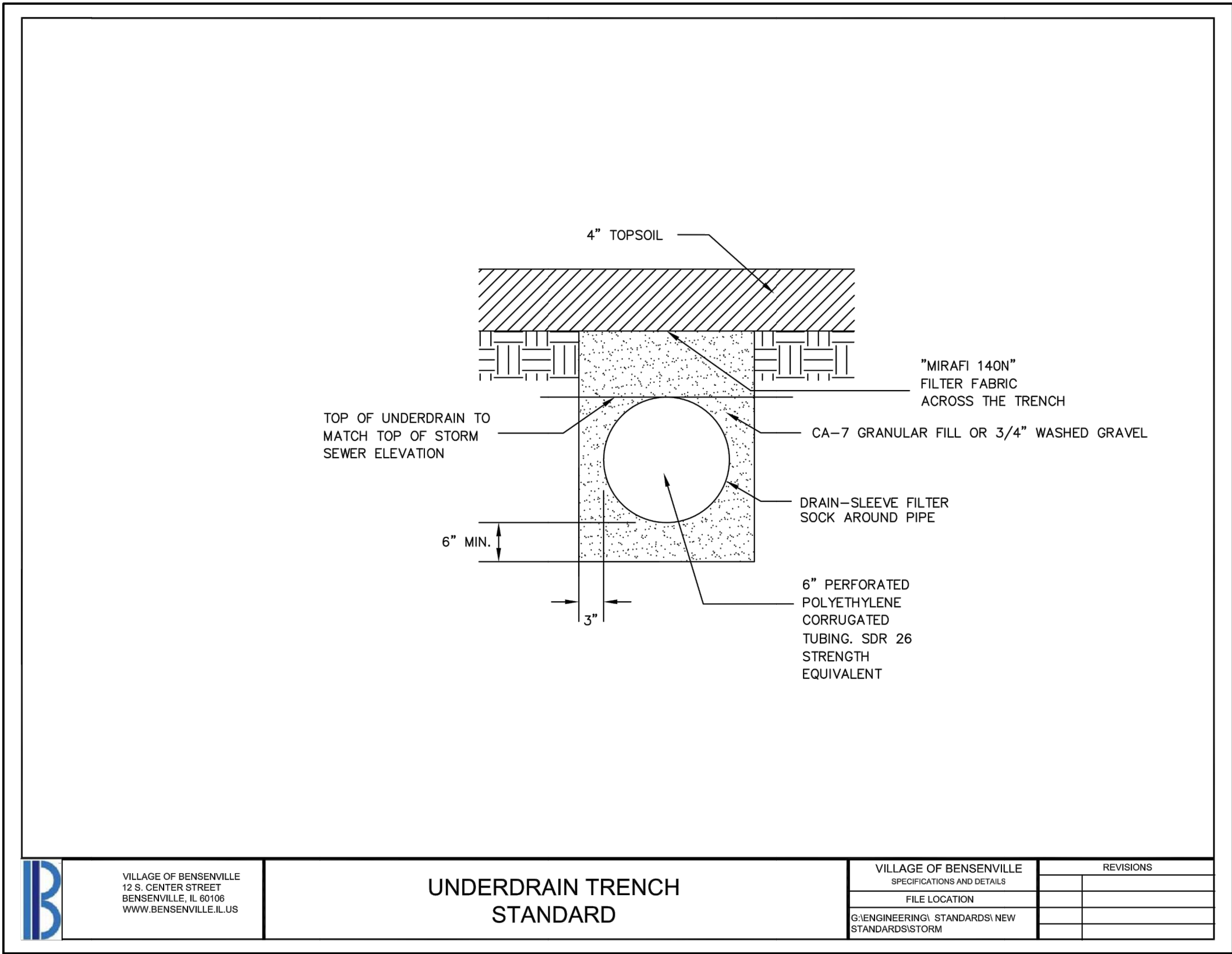
DATE: JANUARY 2025  
PROJECT NO: BE2401  
FILE: BE2401-GRADE  
SHEET 8 OF 9

**NOTES:**

1. SLOPES GREATER THAN OR EQUAL TO 6(H):1(V) SHALL HAVE EROSION CONTROL BLANKET.
2. DISTURBED AREAS TO BE RESTORED WITH SEEDING AS SHOWN ON THE SEEDING SCHEDULE ON SHEET 5.



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DUPAGE COUNTY, ILLINOIS

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NO.	DATE			REVISIONS	

**BROWNGATE SUBDIVISION**  
DETENTION BASIN

**TYPICAL DETAILS**

DATE: JANUARY 2025  
PROJECT NO: BE2401  
FILE: BE2401-COVER  
SHEET 9 OF 9

PATH: \USKPRO\BENSENVILLE\2024\BE2401\DWG FINAL\ENG\BE2401-COVER



## REPORT TRANSMITTAL

February 14, 2025

To: Curtis P. Dettmann PE  
Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove, IL 60554  
P: 630.466.6769

Re: **Geotechnical Engineering Services Report**  
Browngate Stormwater Detention Basin  
East end of Green Valley Road  
Bensenville, Illinois

Rubino Report No. G25.001

Via email: [CDettmann@eeiweb.com](mailto:CDettmann@eeiweb.com)

Dear Mr. Dettmann,

Rubino Engineering, Inc. is pleased to submit our Geotechnical Engineering Services Report for the proposed Browngate Stormwater Detention Basin in Bensenville, Illinois.

### Report Description

Enclosed is the Geotechnical Engineering Services Report including results of field and laboratory testing, as well as recommendations for general site development.

### Authorization and Correspondence History

- Rubino Proposal No. Q24.539g dated October 31, 2024; Signed and authorized by Curt Dettmann, Senior Project Manager for Engineering Enterprises, Inc. on January 2, 2025.

### Closing

Rubino appreciates the opportunity to provide geotechnical services for this project and we look forward to continued participation during the design and in future construction phases of this project.

If you have questions pertaining to this report, or if Rubino may be of further service, please contact our office at (847) 931-1555.

Respectfully submitted,  
**RUBINO ENGINEERING, INC.**

Michelle A. Lipinski, PE  
President

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MAL/file/ Enclosures

**BROWNGATE STORMWATER  
DETENTION BASIN**

**EAST END OF GREEN VALLEY STREET**

**BENSENVILLE, ILLINOIS**

**RUBINO PROJECT No. G25.001**

***Geotechnical  
Engineering  
Services  
Report***

*Drilling  
Laboratory Testing  
Geotechnical Analysis*

**PREPARED BY:  
JONATHAN IGNARSKI**

**REVIEWED BY:  
SABINA SCHMID, EI  
AIMEE RITCHIE, PE**

**rubino**  
ENGINEERING INC.

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**Michelle A. Lipinski, PE  
President  
IL No. 062-061241, Exp. 11/30/2025**

**PREPARED FOR:**

**ENGINEERING ENTERPRISES, INC.**

**52 WHEELER ROAD**

**SUGAR GROVE, ILLINOIS 60554**

**FEBRUARY 14, 2025**



## TABLE OF CONTENTS

<b>PROJECT INFORMATION.....</b>	<b>- 1 -</b>
PURPOSE / SCOPE OF SERVICES .....	- 1 -
<i>Table 1: Drilling Scope</i> .....	- 1 -
<b>DRILLING, FIELD, AND LABORATORY TEST PROCEDURES .....</b>	<b>- 2 -</b>
<b>SITE AND SUBSURFACE CONDITIONS.....</b>	<b>- 2 -</b>
SITE LOCATION AND DESCRIPTION .....	- 2 -
SUBSURFACE CONDITIONS.....	- 3 -
<i>Table 2: Subsurface Conditions Summary</i> .....	- 3 -
GROUNDWATER CONDITIONS .....	- 3 -
TOPSOIL DISCUSSION .....	- 4 -
<b>SUMMARY OF GEOTECHNICAL CONSIDERATIONS .....</b>	<b>- 4 -</b>
<b>EVALUATION AND RECOMMENDATIONS .....</b>	<b>- 4 -</b>
SITE PREPARATION RECOMMENDATIONS .....	- 4 -
DEWATERING RECOMMENDATIONS.....	- 5 -
INFILTRATION RATE DISCUSSION .....	- 5 -
<i>Table 3: Design Infiltration Rates</i> .....	- 5 -
DETENTION BASIN RECOMMENDATIONS.....	- 6 -
<i>Table 4: Detention Basin Design Summary</i> .....	- 6 -
DEWATERING RECOMMENDATIONS.....	- 6 -
RECOMMENDATIONS FOR ADDITIONAL TESTING .....	- 6 -
<b>CLOSING.....</b>	<b>- 7 -</b>

Appendix A – Drilling, Field, and Laboratory Test Procedures
Appendix B – Site Preparation – Clearing & Grubbing
Appendix C – Report Limitations
Appendix D – Soil Classification General Notes
Appendix E – Soil Classification Chart
Appendix F – Site Vicinity Map & Boring Location Plan
Appendix G – Boring Logs
Appendix H – Laboratory Results

## PROJECT INFORMATION

Rubino Engineering, Inc. (Rubino) understands that Engineering Enterprises, Inc. (EEI) is planning to aid in the design of a detention basin in Bensenville, Illinois. The bottom of the detention basin is anticipated to be approximately 7 feet below existing grade.

### Project Correspondence:

- RFP email from Curtis P. Dettmann PE of Engineering Enterprises, Inc. on October 30th, 2024.
- Phone call between Curtis Dettman PE of EEI and Anthony Tomaras on October 30th, 2024.

The geotechnical recommendations presented in this report are based on the available project information and the subsurface materials described in this report. If any of the information on which this report is based is incorrect, please inform Rubino in writing so that we may amend the recommendations presented in this report (if appropriate, and if desired by the client). Rubino will not be responsible for the implementation of our recommendations if we are not notified of changes in the project.

### Purpose / Scope of Services

The purpose of this study was to explore the subsurface conditions at the site in order to prepare geotechnical recommendations for general site development for the proposed construction. Rubino's scope of services included the following drilling program:

**Table 1: Drilling Scope**

NUMBER OF BORINGS	DEPTH (FEET BEG*)	LOCATION
4	12 ½	See Boring Location Plan

\*BEG = below existing grade

Representative soil samples obtained during the field exploration program were transported to the laboratory for additional classification and laboratory testing.

This report briefly outlines the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
  - *Infiltration rates based on hydrometer readings*
- *Geotechnical recommendations pertaining to:*
  - *Site preparation and stability recommendations*
  - *Stormwater Detention Basin recommendations*
  - *Dewatering*
- *Construction considerations, including temporary excavation and construction control*



## DRILLING, FIELD, AND LABORATORY TEST PROCEDURES

EEL selected the number of borings, the boring depths, and staked the borings at the site. The borings were advanced utilizing 3 ¼ inch inside-diameter, hollow stem auger drilling methods and soil samples were routinely obtained during the drilling process.

Selected soil samples were tested in the laboratory to determine material properties for this report. Drilling, sampling, and laboratory tests were accomplished in general accordance with ASTM procedures. The following items are further described in the Appendix of this report.

- *Field Penetration Tests and Split-Barrel Sampling of Soils (ASTM D1586)*
- *Field Water Level Measurements*
- *Laboratory Determination of Water (Moisture) Content of Soil by Mass (ASTM D2216)*
- *Laboratory Determination of Particle Size (Hydrometer) Analysis of Soils (ASTM D422)*

The laboratory testing program was conducted in general accordance with applicable ASTM specifications. The results of these tests are to be found on the accompanying boring logs located in the Appendix.

## SITE AND SUBSURFACE CONDITIONS

### *Site Location and Description*

The project site is located within the Browngate subdivision in the grassy field located at the east end of Green Valley Street and the south end of Franzen Street in Bensenville, Illinois.



The midpoint of the project site has an approximate latitude and longitude of 41.966470° and -87.954575°, respectively.

### **Subsurface Conditions**

Beneath the existing topsoil, subsurface conditions generally consisted of brown and gray silty clay soils.

- The **topsoil** thickness ranged between approximately 15 and 16 inches
- The native **silty clay** soils were generally medium stiff to very stiff in consistency

**Table 2: Subsurface Conditions Summary**

APPROXIMATE DEPTH RANGE (FEET BEG*)	SOIL DESCRIPTION	SPT N- VALUES (BLOWS PER FOOT)	MOISTURE CONTENT (%)	FIELD-MEASURED Q <sub>p</sub>
1 – 6	Medium stiff, brown and gray silty CLAY, trace sand and gravel	4 – 7	20 – 26	Q <sub>p</sub> ≅ 1.3 to 4.0 tsf
3 ½ – 12 ½	Stiff to very stiff, brown and/or gray silty CLAY, trace sand and gravel	8 – 19	16 – 21	Q <sub>p</sub> ≅ 2.5 to 4.5 tsf

\*BEG = Below existing grade

The native soils were visually classified as silty clay (CL) according to the Unified Soil Classification System (USCS). The above table is a general summary of subsurface conditions. Please refer to the boring logs for more detailed information.

### **Groundwater Conditions**

Groundwater was not observed in the borings during the drilling operations. It should be noted that fluctuations in the groundwater level should be anticipated throughout the year depending on variations in climatological conditions and other factors not apparent at the time the borings were performed. Groundwater may not have been observed in some areas due to the low permeability of soils. Additionally, discontinuous zones of perched water may exist within the soils. The possibility of groundwater level fluctuation should be considered when developing the design and construction plans for the project.

A color change of soil from brown and gray to gray was noted in the soil borings at depths ranging from approximately 8½ to 11 feet below existing grade. This color change may indicate a long-term water level.



### **Topsoil Discussion**

Topsoil materials as described in this report have not been analyzed for quality according to any minimum specifications. If topsoil is to be imported to or exported from this site, Rubino recommends that it meet the minimum specifications defined in **Section 1081.05** of the *IDOT Standard Specifications for Road and Bridge Construction*, adopted by the Illinois Department of Transportation, January 1<sup>st</sup>, 2022.

Rubino has reported topsoil thicknesses at each boring based on visual observation of surficial soils. Surficial topsoil thickness was visually observed to be between approximately 15 and 16 inches.

## **SUMMARY OF GEOTECHNICAL CONSIDERATIONS**

The main geotechnical design and construction considerations at this site are:

- **Subgrade soils** generally consisted of brown to gray silty clay soils. See the *Subsurface Conditions* section for more detailed information.
- The soils at the proposed bottom depth of the stormwater detention basin were classified as silty clay, which typically have **low permeability rates**. See the *Detention Basin Considerations* section for more detailed information.

The geotechnical-related recommendations in this report are presented based on the subsurface conditions encountered and Rubino's understanding of the project. Should changes in the project criteria occur, a review must be made by Rubino to determine if modifications to our recommendations will be necessary.

## **EVALUATION AND RECOMMENDATIONS**

The geotechnical-related recommendations in this report are presented based on the subsurface conditions encountered and Rubino's understanding of the project. Should changes in the project criteria occur, a review must be made by Rubino to determine if modifications to our recommendations will be necessary.

### **Site Preparation Recommendations**

During construction, the site should be stripped of vegetation, topsoil, existing concrete, foundations, abandoned utilities, and pavement sections including asphalt, subbase, and curbs if applicable.

Please note that clay subgrade soils are sensitive to moisture and can be easily disturbed by precipitation, groundwater, or construction equipment. Therefore, extra care should be used to avoid disturbing these soils during construction activities.



Excavation for the detention basin should be in accordance with OSHA regulations utilizing properly sloped or braced sides to prevent instability during construction as outlined in 29 CFR Part 1926 Subpart P. Excavations within unstable soil conditions or excavations extending five feet or more in depth should be adequately sloped or braced according to these standards. Proper control of groundwater during construction is necessary to maintain excavation stability. Please see the Dewatering Recommendations section for more information.

### Dewatering Recommendations

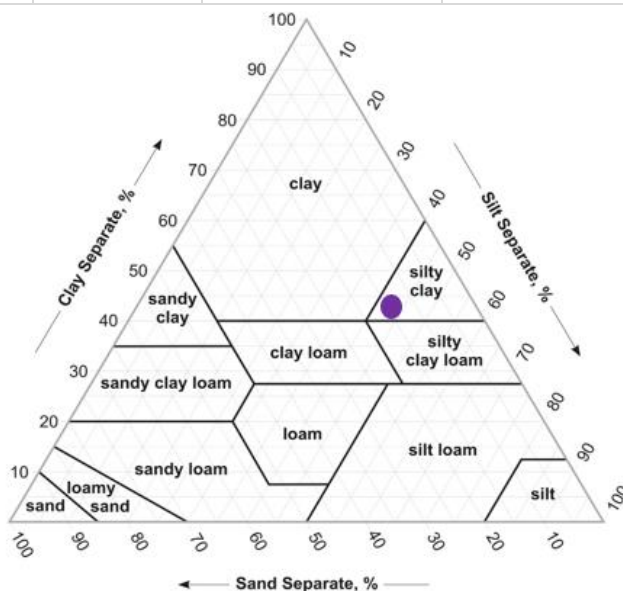
Dewatering may be necessary during excavation of soils due to precipitation, surficial runoff, and the presence of sand seams or other conditions not apparent at the time of drilling. Shoring or trench boxes may be required where the soils are granular, saturated, or have low shear strengths. Please reference the anticipated groundwater levels on the attached boring logs and in the Groundwater Conditions section of this report.

### Infiltration Rate Discussion

Soils at the proposed bottom of the detention basin were used to run hydrometer lab tests. The test results were then characterized by the USDA soil texture classification in order to estimate the infiltration rates of the soil. Results from the hydrometer tests are included in the Appendix. The following table includes soil classification for the soil samples based on the USDA as well as recommendations for design infiltration rates for soils based on the *Chicago Stormwater Management Ordinance Manual, 2024*.

**Table 3: Design Infiltration Rates**

KEY	BORING	APPROXIMATE DEPTH (FEET BEG*)	USDA SOIL TEXTURE CLASSIFICATION	DESIGN INFILTRATION RATE, (IN/HR)
●	B-01	7	SILTY CLAY	0.07



USDA Soil Texture	Design Infiltration Rate (in/hr)
Sand	3.60
Loamy Sand	1.63
Sandy Loam	0.50
Loam	0.24
Silt Loam	0.13
Sandy Clay Loam	0.11
Silty Clay Loam	0.19
Clay Loam	0.03
Sandy Clay	0.04
Silty Clay	0.07
Clay	0.07





### **Detention Basin Recommendations**

The following table provides summarized information of the proposed stormwater detention basin. See the Infiltration Rate Discussion section above for more detailed information about soils at the bottom of proposed stormwater detention basin.

**Table 4: Detention Basin Design Summary**

DETENTION BASIN LOCATION	BORING NUMBERS	ANTICIPATED DETENTION BASIN BOTTOM DEPTH (FEET BEG*)	ANTICIPATED SOIL AT BOTTOM
East end of Green Valley Street	B-01 through B-04	7	Stiff to very stiff, brown and gray silty CLAY

\*BEG = Below existing grade

The side slopes of the basin should be designed to be 1V:4H or flatter. Detailed slope stability analysis was outside of the scope of this project but can be performed as a supplemental report.

The slopes will require permanent protection to prevent erosion and storm water runoff. The slope protection system should provide a structurally stable topsoil environment for grass growth.

### **Dewatering Recommendations**

Dewatering may be necessary during excavation of soils due to precipitation, surficial runoff, and the presence of sand seams or other conditions not apparent at the time of drilling. Shoring or trench boxes may be required where the soils are granular, saturated, or have low shear strengths. Please reference the anticipated groundwater levels on the attached boring logs and in the Groundwater Conditions section of this report.

### **Recommendations for Additional Testing**

During construction, Rubino recommends that one of our representatives be onsite for typical observations and documentation of exposed subgrade for trench excavation, including penetrometer testing and trench backfill compaction testing, as necessary.



## **CLOSING**

The recommendations submitted are based on the available subsurface information obtained by Rubino Engineering, Inc. and design details furnished by Engineering Enterprises, Inc. for the proposed project. If there are any revisions to the plans for this project or if deviations from the subsurface conditions noted in this report are encountered during construction, Rubino should be notified immediately to determine if changes in the recommendations are required. If Rubino is not retained to perform these functions, we will not be responsible for the impact of those conditions on the project.

The scope of services did not include an environmental assessment to determine the presence or absence of wetlands, or hazardous or toxic materials in the soil, bedrock, surface water, groundwater or air on, below, or around this site. Any statements in this report and/or on the boring logs regarding odors, colors, and/or unusual or suspicious items or conditions are strictly for informational purposes.

After the plans and specifications are more complete, the geotechnical engineer should be retained and provided the opportunity to review the final design plans and specifications to check that our engineering recommendations have been properly incorporated into the design documents. At this time, it may be necessary to submit supplementary recommendations. This report has been prepared for the exclusive use of Engineering Enterprises, Inc. and their consultants for the specific application to the proposed Browngate Stormwater Detention Basin in Bensenville, Illinois.





## ***Appendix A – Drilling, Field, and Laboratory Test Procedures***

### ***ASTM D1586 Penetration Tests and Split-Barrel Sampling of Soils***

During the sampling procedure, Standard Penetration Tests (SPT's) were performed at regular intervals to obtain the standard penetration (N-value) of the soil. The results of the standard penetration test are used to estimate the relative strength and compressibility of the soil profile components through empirical correlations to the soils' relative density and consistency. The split-barrel sampler obtains a soil sample for classification purposes and laboratory testing, as appropriate for the type of soil obtained.

### ***Water Level Measurements***

Water level observations were attempted during and upon completion of the drilling operation using a 100-foot tape measure. The depths of observed water levels in the boreholes are noted on the boring logs presented in the appendix of this report. In the borings where water is unable to be observed during the field activities, in relatively impervious soils, the accurate determination of the groundwater elevation may not be possible even after several days of observation. Seasonal variations, temperature and recent rainfall conditions may influence the levels of the groundwater table and volumes of water will depend on the permeability of the soils.

### ***Ground Surface Elevations***

At this time, no site-specific elevations were available to Rubino. The depths indicated on the attached boring logs are relative to the existing ground surface for each individual boring at the time of the exploration. Copies of the boring logs are located in the Appendix of this report.

### ***ASTM D2216 Water (Moisture) Content of Soil by Mass (Laboratory)***

The water content is an important index property used in expressing the phase relationship of solids, water, and air in a given volume of material and can be used to correlate soil behavior with its index properties. In fine grained cohesive soils, the behavior of a given soil type often depends on its natural water content. The water content of a cohesive soil along with its liquid and plastic limits as determined by Atterberg Limit testing are used to express the soil's relative consistency or liquidity index.

### ***ASTM D422 Particle Size Analysis (Laboratory)***

The Particle Size Analysis of Soils determines the distribution of particle sizes in order to further classify the soil. The distribution of particle sizes larger than 75µm (retained on the No. 200 sieve) is determined by sieving, while the distribution of particle sizes smaller than 75µm is determined by a sedimentation process, using a hydrometer to secure the necessary data. These soils are then classified more accurately based on the distribution information.

## Appendix B – Site Preparation – Clearing & Grubbing

Rubino recommends that unsuitable soils or fill be removed from the site, as applicable. Unsuitable soils or fills can be described as, but are not limited to:

- organic soil / topsoil / plants / trees / shrubs / grass
- frozen soil
- existing asphalt or concrete pavement sections
- existing foundations
- building debris
- existing curbs

Stripping operations should extend a minimum of: **10 feet** beyond proposed construction limits

Exceptions: where property limits allow. Notify geotechnical engineer if there are property boundary limitations. Stripping operations should be monitored and documented by a representative of the geotechnical engineer at the time of construction.

### **Proofrolling:**

After stripping and excavating to the proposed subgrade level, as required, the area should be proof-rolled and scarified and compacted to at least 95 percent of the standard Proctor maximum dry density ASTM D 698 for a depth of at least 8 inches below the surface during a period of dry weather.

Benefits of Proofrolling:

- Aids in providing a firm base for compaction of fill soils
- Helps to delineate soft, loose, or disturbed areas that may exist below subgrade level.

#### **Proofrolling Equipment:**

Tandem-axle dump truck or similar rubber-tired vehicles are acceptable and should be loaded with at least 9 tons per axle.

### **Subgrade Stability:**

Soils which are observed to rut or deflect excessively (typically greater than 1 inch) under the moving load should either be scarified and re-compacted, or undercut and replaced.

Subgrade soils may be **stabilized** by one of the following **options**:

- **Scarifying and re-compacting** the existing subgrade soil to at least 95% compaction per ASTM D698 Standard Proctor (12-inch depth).
- **Remove and replace** with non-woven filter fabric and 3-inch stone capped with CA-06 stone.
  - A layer of non-woven filter geotextile should be placed between silty clay soil and an open-graded stone.
  - The contractor can also attempt to stabilize the existing subgrade in place by “losing” 3-inch stone into the subgrade until the voids of the 3-inch stone are filled with the soft soil and the subgrade “locks up,” showing minimal deflection under a proofroll.
- **Geogrid and a stone mat** per manufacturer’s installation specifications could reduce the amount of stone required and provide additional lateral support for foundation loads in service.
- **Lime or other chemical additive** stabilization (12 to 14 inches). This can be done as part of a lift structure. Compaction requirements still apply.

## ***Appendix C – Report Limitations***

### **Subsurface Conditions:**

The subsurface description is of a generalized nature to highlight the major subsurface stratification features and material characteristics. The boring logs included in the appendix should be reviewed for specific information at individual boring locations. These records include soil descriptions, stratifications, penetration resistances, locations of the samples and laboratory test data as well as water level information. The stratifications shown on the boring logs represent the conditions only at the actual boring locations. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition between layers may be gradual. The samples, which were not altered by laboratory testing, will be retained for up to 60 days from the date of this report and then will be discarded.

### **Geotechnical Risk:**

The concept of risk is an important aspect of the geotechnical evaluation. The primary reason for this is that the analytical methods used to develop geotechnical recommendations do not comprise an exact science. The analytical tools that geotechnical engineers use are generally empirical and must be used in conjunction with engineering judgment and experience. Therefore, the solutions and recommendations presented in the geotechnical evaluation should not be considered risk-free, and more importantly, are not a guarantee that the interaction between the soils and the proposed structure will perform as planned. The engineering recommendations, presented in the preceding section, constitute Rubino's professional estimate of the necessary measures for the proposed structure to perform according to the proposed design based on the information generated and reference during this evaluation, and Rubino's experience in working with these conditions.

### **Warranty:**

The geotechnical engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed.

### **Federal Excavation Regulations:**

In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, part 1926, Subpart P". This document was issued to better ensure the safety of workmen entering trenches or excavations. This federal regulation mandates that all excavations, whether they be utility trenches, basement excavation or footing excavations, be constructed in accordance with the new OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's "responsible person," as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations. Rubino is providing this information solely as a service to our client. Rubino is not assuming responsibility for construction site safety or the contractor's activities; such responsibility is not being implied and should not be inferred.

## Appendix D – Soil Classification General Notes

### DRILLING & SAMPLING SYMBOLS:

SS: Split Spoon - 1 3/8" I.D., 2" O.D., unless otherwise noted  
 ST: Thin-Walled Tube - 3" O.D., Unless otherwise noted  
 PM: Pressuremeter  
 RB: Rock Bit  
 DB: Diamond Bit - 4", N, B

PS: Piston Sample  
 WS: Wash Sample  
 HA: Hand Auger  
 HS: Hollow Stem Auger  
 BS: Bulk Sample

Standard "N" Penetration: Blows per foot of a 140-pound hammer falling 30 inches on a 2-inch O.D. split spoon sampler (SS), except where noted.

### WATER LEVEL MEASUREMENT SYMBOLS:

Water levels indicated on the boring logs are the levels measured in the borings at the times indicated. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of ground water levels is not possible with only short-term observations.

### DESCRIPTIVE SOIL CLASSIFICATION:

Soil Classification is based on the Unified Soil Classification System as defined in ASTM D-2487 and D-2488. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; they are described as: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are described as: clays, if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse grained soils are defined on the basis of their relative in-place density and fine-grained soils on the basis of their consistency. Example: Lean clay with sand, trace gravel, stiff (CL); silty sand, trace gravel, medium dense (SM).

#### CONSISTENCY OF FINE-GRAINED SOILS:

Unconfined Compressive Strength, Qu (tsf)	N-Blows/ft.	Consistency
< 0.25	< 2	Very Soft
0.25 - 0.5	2 - 4	Soft
0.5 - 1	4 - 8	Medium Stiff
1 - 2	8 - 15	Stiff
2 - 4	15 - 30	Very Stiff
4 - 8	30 - 50	Hard
> 8	> 50	Very Hard

#### RELATIVE DENSITY OF COARSE-GRAINED SOILS

N-Blows/ft.	Relative Density
0 - 3	Very Loose
4 - 9	Loose
10 - 29	Medium Dense
30 - 49	Dense
50 - 80	Very Dense
80+	Extremely Dense

#### RELATIVE PROPORTIONS OF SAND & GRAVEL

Descriptive Term	% of Dry Weight
Trace	< 15
With	15 - 29
Modifier	> 30

#### RELATIVE PROPORTIONS OF FINES

Descriptive Term	% of Dry Weight
Trace	< 5
With	5 - 12
Modifier	> 12

#### GRAIN SIZE TERMINOLOGY

Major Component	Size Range
Boulders	Over 12 in. (300mm)
Cobbles	12 in. To 3 in. (300mm to 75mm)
Gravel	3 in. To #4 sieve (75mm to 4.75mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)

\*Descriptive Terms apply to components also present in sample

## Appendix E – Soil Classification Chart

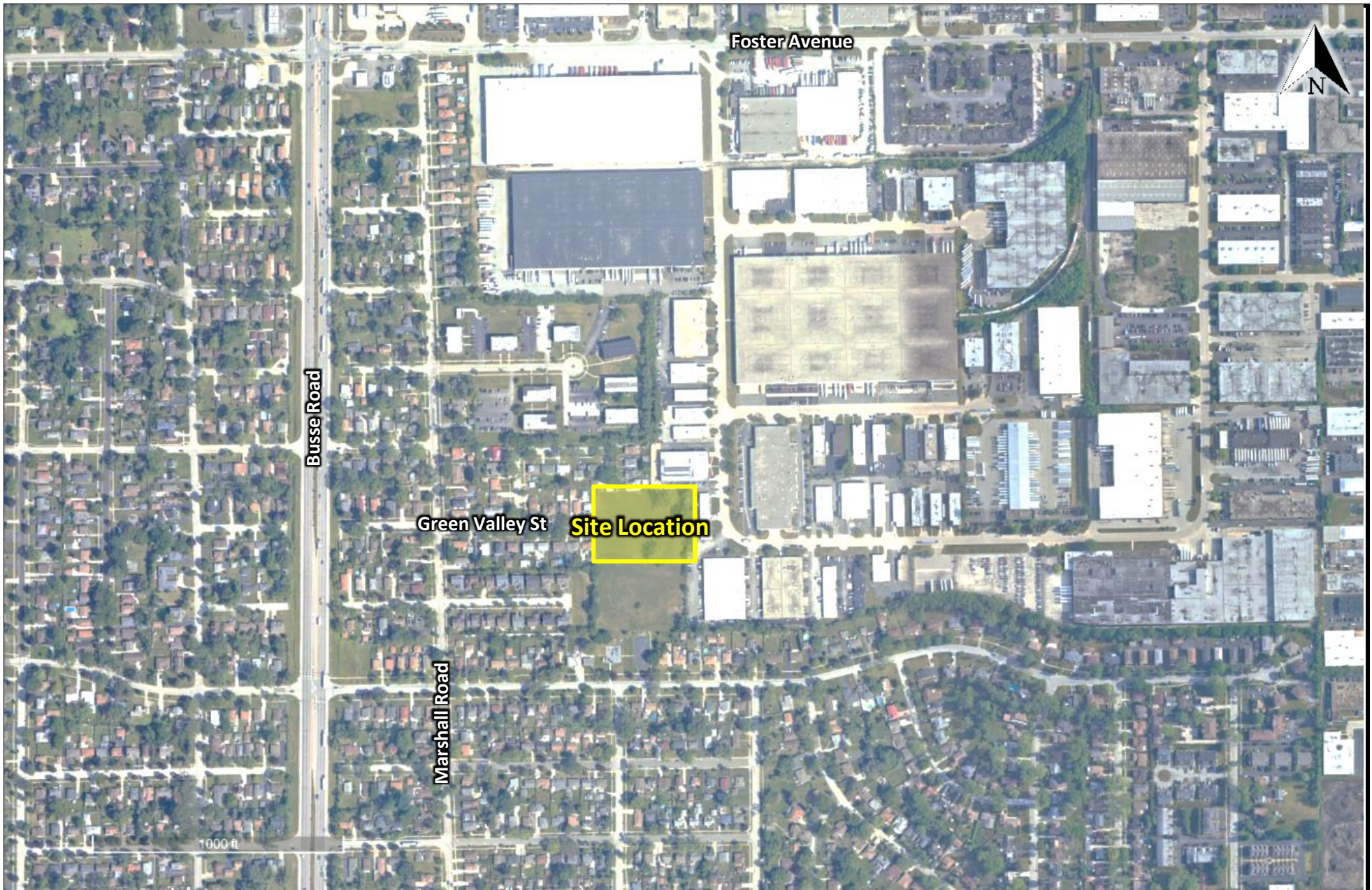
### SOIL CLASSIFICATION CHART

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
COARSE GRAINED SOILS  MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS  MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS  (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
				GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES  (APPRECIABLE AMOUNT OF FINES)		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
				GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
	SAND AND SANDY SOILS  MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS  (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES  (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND - SILT MIXTURES
				SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS  MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS  LIQUID LIMIT LESS THAN 50			ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS  LIQUID LIMIT GREATER THAN 50			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

***Appendix F – Site Vicinity Map & Boring Location Plan***





**rubino**  
ENGINEERING INC.

425 Shepard Drive  
Elgin, Illinois 60123

**Project Name:**  
**Project Location:**

**Client:**  
**Rubino Project # :**

**Browngate Stormwater Detention Basin**

East end of Green Valley Street  
Bensenville, Illinois

**Engineering Enterprises, Inc.**

G25.001

**Site  
Vicinity  
Map**





**rubino**  
ENGINEERING INC.

425 Shepard Drive  
Elgin, Illinois 60123

Project Name:  
Project Location:

Client:  
Rubino Project # :

**Browngate Stormwater Detention Basin**

East end of Green Valley Street  
Bensenville, Illinois

**Engineering Enterprises, Inc.**  
G25.001

**Boring  
Location  
Plan**



## ***Appendix G – Boring Logs***

Rubino Job No.: G25.001	Drilling Method: 3 1/4 Hollow Stem Auger	WATER LEVELS***
Project: Browngate Stormwater Detention Basin	Sampling Method: Split Spoon	▽ While Drilling N/A
Location: East end of Green Valley Street	Hammer Type: Automatic	▼ Upon Completion N/A
City, State: Bensenville, Illinois	Boring Location: Proposed Dentention Basin	▼ Delay N/A
Client: Engineering Enterprises, Inc.		

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	Classification	SPT Blows per 6-inch	Moisture, %	STANDARD PENETRATION TEST DATA	Additional Remarks
											◎ Moisture × PL + LL STRENGTH, tsf ▲ Qu (Rimac) *Qp/Qr	
0							Approximately 15 inches of TOPSOIL: dark brown and black silty clay, with roots and organic matter					
				1	10		Medium stiff, brown and gray silty CLAY, trace sand and gravel	CL	3-2-4 N=6	23	×	Qp=1.3 tsf
				2	18			CL	2-2-4 N=6	19	×	Qp=4.3 tsf
5				3	18		Stiff to very stiff, brown and gray silty CLAY, trace sand and gravel		4-7-9 N=16	18	×	Qp=4.5 tsf
				4	18			CL	5-6-10 N=16	19	×	Qp=4.5 tsf
10				5	18		Color transitions to gray at approximately 11 feet BEG		4-6-7 N=13	19	×	Qp=3.8 tsf
							End of boring at approximately 12 1/2 feet below existing grade.					

Completion Depth: 12.5 ft	Sample Types:	Pressuremeter	Latitude: 41.966416
Date Boring Started: 1/30/25	Auger Cutting	Shelby Tube	Longitude: -87.954513
Date Boring Completed: 1/30/25	Split-Spoon	Grab Sample	Drill Rig: Geoprobe 7822DT
Logged By: J.K.	Rock Core	No Recovery	Remarks:
Drilling Contractor: Rubino Engineering, Inc.			Log Entry: J. Ignarski
			Checked By: J. Ignarski

The stratification lines represent approximate boundaries. The transition may be gradual.

\*\*\*Please reference the geotechnical report text for specific groundwater / dewatering recommendations.

Rubino Job No.:	G25.001	Drilling Method:	3 ¼ Hollow Stem Auger	WATER LEVELS***	
Project:	Browngate Stormwater Detention Basin	Sampling Method:	Split Spoon	▽ While Drilling	N/A
Location:	East end of Green Valley Street	Hammer Type:	Automatic	▼ Upon Completion	N/A
City, State:	Bensenville, Illinois	Boring Location:	Proposed Dentention Basin	▼ Delay	N/A
Client:	Engineering Enterprises, Inc.				

Elevation (feet)	Depth, (feet)	Graphic Log	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	Classification	SPT Blows per 6-inch	Moisture, %	STANDARD PENETRATION TEST DATA	Additional Remarks
										◎ Moisture × PL ▲ Qu (Rimac) *Qp/Qr	
0						Approximately 15 inches of TOPSOIL: dark brown and black silty clay, with roots and organic matter					
			1	8		Medium stiff, brown and gray silty CLAY, trace sand and gravel	CL	2-2-3 N=5	25		Qp=2.3 tsf
			2	18		Stiff to very stiff, brown and gray silty CLAY, trace sand and gravel		6-8-11 N=19	18		Qp=4.5 tsf
5			3	14			CL	4-7-10 N=17	18		Qp=4.5 tsf
			4	18		Color transitions to gray at approximately 8½ feet BEG		4-8-9 N=17	17		Qp=4.5 tsf
10			5	18				3-4-5 N=9	19		Qp=2.5 tsf
						End of boring at approximately 12½ feet below existing grade.					

Completion Depth:	12.5 ft	Sample Types:	P Pressuremeter	Latitude: 41.966644
Date Boring Started:	1/30/25	Auger Cutting	Shelby Tube	Longitude: -87.954776
Date Boring Completed:	1/30/25	Split-Spoon	Grab Sample	Drill Rig: Geoprobe 7822DT
Logged By:	J.K.	Rock Core	No Recovery	Remarks:
Drilling Contractor:	Rubino Engineering, Inc.			Log Entry: J. Ignarski
				Checked By: J. Ignarski

The stratification lines represent approximate boundaries. The transition may be gradual.

\*\*\*Please reference the geotechnical report text for specific groundwater / dewatering recommendations.

# LOG OF BORING B-03

Sheet 1 of 1

Rubino Job No.:	G25.001	Drilling Method:	3 ¼ Hollow Stem Auger	WATER LEVELS***	
Project:	Browngate Stormwater Detention Basin	Sampling Method:	Split Spoon	▽ While Drilling	N/A
Location:	East end of Green Valley Street	Hammer Type:	Automatic	▼ Upon Completion	N/A
City, State:	Bensenville, Illinois	Boring Location:	Proposed Dentention Basin	▼ Delay	N/A
Client:	Engineering Enterprises, Inc.				

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	Classification	SPT Blows per 6-inch	Moisture, %	STANDARD PENETRATION TEST DATA	Additional Remarks
											◎ Moisture × PL + LL STRENGTH, tsf ▲ Qu (Rimac) *Qp/Qr	
0							Approximately 16 inches of TOPSOIL: dark brown and black silty clay, with roots and organic matter					
				1	10		Medium stiff, brown and gray silty CLAY, trace sand and gravel	CL	2-4-3 N=7	20	×	Qp=4.0 tsf
				2	16		Stiff to very stiff, brown and gray silty CLAY, trace sand and gravel		5-5-6 N=11	19	×	Qp=4.0 tsf
5				3	16			CL	4-7-10 N=17	19	×	Qp=4.5 tsf
				4	18		Color transitions to gray at approximately 8½ feet BEG		5-8-9 N=17	18	×	Qp=4.5 tsf
10				5	18				5-6-9 N=15	19	×	Qp=3.5 tsf
							End of boring at approximately 12½ feet below existing grade.					

Completion Depth:	12.5 ft	Sample Types:	P Pressuremeter	Latitude: 41.966350
Date Boring Started:	1/30/25	Auger Cutting	Shelby Tube	Longitude: -87.954184
Date Boring Completed:	1/30/25	Split-Spoon	Grab Sample	Drill Rig: Geoprobe 7822DT
Logged By:	J.K.	Rock Core	No Recovery	Remarks:
Drilling Contractor:	Rubino Engineering, Inc.			Log Entry: J. Ignarski
				Checked By: J. Ignarski

The stratification lines represent approximate boundaries. The transition may be gradual.

\*\*\*Please reference the geotechnical report text for specific groundwater / dewatering recommendations.

# LOG OF BORING B-04

Sheet 1 of 1

Rubino Job No.:	G25.001	Drilling Method:	3 ¼ Hollow Stem Auger	WATER LEVELS***	
Project:	Browngate Stormwater Detention Basin	Sampling Method:	Split Spoon	▽ While Drilling	N/A
Location:	East end of Green Valley Street	Hammer Type:	Automatic	▼ Upon Completion	N/A
City, State:	Bensenville, Illinois	Boring Location:	Proposed Dentention Basin	▼ Delay	N/A
Client:	Engineering Enterprises, Inc.				

Elevation (feet)	Depth, (feet)	Graphic Log	Sample No.	Recovery (inches)	Station: N/A Offset: N/A	MATERIAL DESCRIPTION	Classification	SPT Blows per 6-inch	Moisture, %	STANDARD PENETRATION TEST DATA	Additional Remarks
										◎ Moisture X PL + LL STRENGTH, tsf ▲ Qu (Rimac) *Qp/Qr	
0						Approximately 16 inches of TOPSOIL: dark brown and black silty clay, with roots and organic matter					
			1	10		Medium stiff, brown and gray silty CLAY, trace sand and gravel	CL	2-2-2 N=4	26		Qp=1.5 tsf
			2	18		Stiff to very stiff, brown and gray silty CLAY, trace sand and gravel		2-4-4 N=8	16		Qp=3.0 tsf
5			3	18				3-6-9 N=15	21		Qp=3.0 tsf
			4	18		Color transitions to gray at approximately 8½ feet BEG	CL	6-8-8 N=16	17		Qp=4.5 tsf
10			5	18				3-6-7 N=13	20		Qp=4.5 tsf
						End of boring at approximately 12½ feet below existing grade.					

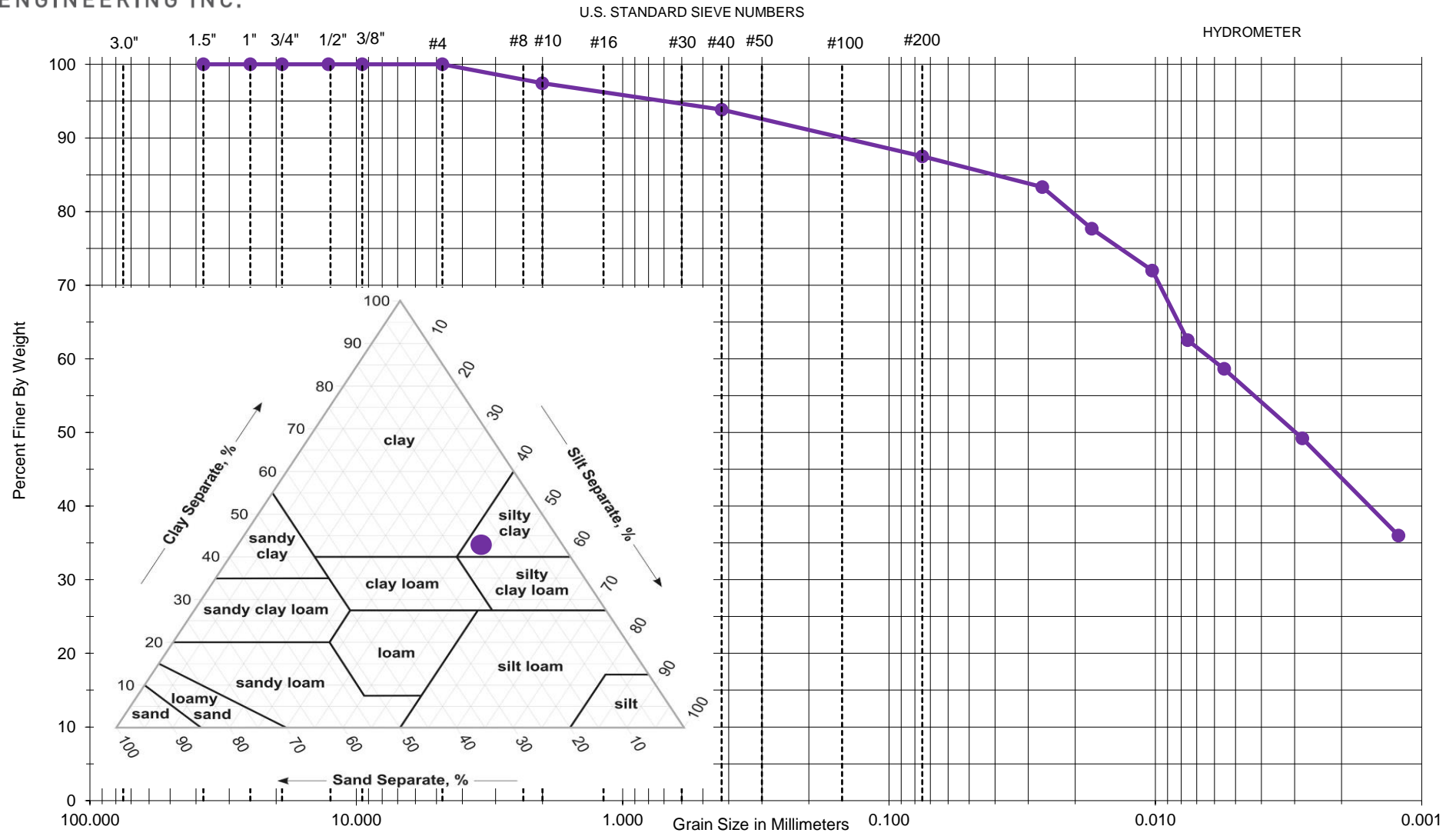
Completion Depth:	12.5 ft	Sample Types:	P Pressuremeter	Latitude: 41.966277
Date Boring Started:	1/30/25	Auger Cutting	Shelby Tube	Longitude: -87.954875
Date Boring Completed:	1/30/25	Split-Spoon	Grab Sample	Drill Rig: Geoprobe 7822DT
Logged By:	J.K.	Rock Core	No Recovery	Remarks:
Drilling Contractor:	Rubino Engineering, Inc.			Log Entry: J. Ignarski
				Checked By: J. Ignarski

The stratification lines represent approximate boundaries. The transition may be gradual.

\*\*\*Please reference the geotechnical report text for specific groundwater / dewatering recommendations.

## ***Appendix H – Laboratory Results***

# REPORT OF PARTICLE-SIZE ANALYSIS OF SOIL



Key	Boring No.	Depth	USDA Classification	WC%	ORG%	Cc	Cu	%Gravel	%Sand	%Silt	%Clay	D60	D30	D10
●	B-01	6 - 7.5'	SILTY CLAY	18	N/A	N/A	N/A	2.6	12.1	42.8	42.5	0.006	N/A	N/A
REPORT OF PARTICLE-SIZE ANALYSIS OF SOIL			Browngate Stormwater Detention Basin					File No. <b>G25.001</b>						

**TYPE:**Resolution**SUBMITTED BY:**Brad Hargett**DEPARTMENT:**Public Works**DATE:**May 20, 2025**DESCRIPTION:**

Resolution Authorizing the Execution of a Construction Engineering Services Agreement to Thomas Engineering Group, LLC for Browngate Subdivision Detention Basin Project in the not-to-exceed amount of \$45,344

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

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

**COMMITTEE ACTION:**

Committee of the Whole (Unanimously approved 4-0)

**DATE:**

May 13, 2025

**BACKGROUND:**

In 2020, the Village performed a Hydraulic and Hydrologic (H&H) Study of the Willow Creek and Silver Creek Watersheds. The Willow Creek watershed is approximately 3,200 acres and located in the northern portion of the Village. In general, the watershed flows from west to east and is centered along the Illinois Tollway RT-390. The northern upstream portion of the watercourse begins in Elk Grove Village and is conveyed in a southeast direction through channelized ditches until joining the main channel just north of Thorndale Avenue. The western upstream portion of the watercourse begins in Wood Dale and is conveyed in an easterly direction mainly via storm sewer. It crosses through various culverts under IL RT-83 where channelized ditches continue to carry flows east through the Village until reaching the main channel near Thorndale Avenue. The watershed is mostly industrial with some commercial along the main thoroughfares and includes residential neighborhoods mostly north of Hillside Drive.

The H&H study identified multiple problem areas, one which being "Problem Area S-5". During 10-year storm rain events, localized flooding occurs along Glendale Street, Twin Oaks Street, Argyle Street, Country Club Drive, and Eagle Drive. Multiple conduit routings were investigated to alleviate 25-yr inundation impacts within problem area S-5. Due to the large tributary area west of IL RT-83, providing extra capacity to the storm system showed negative downstream impacts at the Creek, therefore volume (storage) is required to attenuate flows from the proposed increased capacity of the storm sewer system. This alternative identified the demolished school site just east of the dead-end at Green Valley Street and north of Hillside Drive for a proposed detention facility.

The Browngate Subdivision consisting of Green Valley Street (Marshall to east end), Kevyn Lane, Stoneham Street, and North Franzen Street recently completed a roadway and utility reconstruction project. Last year, the Village negotiated and purchased a portion of the demolished Mohawk School property for stormwater detention. Stormsewer and watermain work was installed as part of the Browngate Subdivision Improvements Project in 2024 in preparation for a future basin on this newly acquired parcel.

The proposed basin will be a dry bottom turf basin which will provide approximately 3.5 acre-feet (1.15 million gallons) of storage. During heavy or long duration storm events, water which normally would back up in the storm piping and spill out into the roadways or lower lying areas will be conveyed to the basin with an overflow sewer pipe. The water will remain in the basin until downstream water levels drop and the basin drains out naturally. The intent of the basin design is to maintain a park-like setting with a basin that provides gently sloping sides and a flat bottom large enough for a soccer field.

**KEY ISSUES:**

In March of 2022, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design as well as construction engineering services for the upcoming years. Thomas Engineering Group, LLC (Thomas Engineering) is one of the short-listed firms to provide construction engineering services.



Thomas Engineering brings forth a very experienced project team that has successfully provided services for the Village with previous CDBG project Browngate Subdivision Roadway and Water Main Improvements. The proposed assignment scope includes on-site inspections, review of project layout, construction documentation, material testing, and preparation of record drawings. The material testing required for the project will be performed by Rubino Engineering, Inc. as a sub-consultant.

After scope and work effort negotiations, the proposed fee for Thomas Engineering's construction engineering services totals \$45,344. This not-to-exceed fee equates to 12.7% of the proposed construction cost of \$357,616.50 for the project. Excluding sub-consultant fee Thomas Engineering's services equate to 11.6%. Typically, construction engineering costs for a locally funded project fall within 8-10% of the construction costs range.

### **ALTERNATIVES:**

Discretion of the Village Board.

### **RECOMMENDATION:**

Staff recommends approval of a Resolution Authorizing Execution of a Construction Engineering Service Agreement to Thomas Engineering Group, LLC for the Browngate Subdivision Detention Basin Project in the not-to-exceed amount of \$45,344.

### **BUDGET IMPACT:**

In FY 2025, a total of \$60,000 has been budgeted for this project in TIF 12 account #37980850-536515-25501. Adequate funding has been budgeted for this project.

### **ACTION REQUIRED:**

Approval of a Resolution Authorizing Execution of a Construction Engineering Service Agreement to Thomas Engineering Group, LLC for the Browngate Subdivision Detention Basin Project in the not-to-exceed amount of \$45,344.

### **ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	5/7/2025	Resolution Letter
Location Map	5/7/2025	Backup Material
Proposal	5/7/2025	Backup Material

## **RESOLUTION NO.**

### **AUTHORIZING THE EXECUTION OF A CONSTRUCTION ENGINEERING SERVICES AGREEMENT WITH THOMAS ENGINEERING GROUP, LLC FOR THE BROWNGATE SUBDIVISION DETENTION BASIN PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$45,344**

WHEREAS the Village of Bensenville strives to provide quality services to its residents and businesses; and

WHEREAS in 2020, the Village performed a Hydraulic and Hydrologic (H&H) Study of the Willow Creek and Silver Creek Watersheds; and

WHEREAS the H&H study identified multiple problem areas, one which being “Problem Area S-5”, which includes Glendale Street, Twin Oaks Street, Argyle Street, Country Club Drive, and Eagle Drive; and

WHEREAS during 10-year storm rain events, localized flooding occurs along these roadways and in low lying areas in the watershed; and

WHEREAS due to the large tributary area west of IL RT-83, providing extra capacity to the storm system showed negative downstream impacts at the Creek, therefore volume (storage) is required to attenuate flows from the proposed increased capacity of the storm sewer system; and

WHEREAS “Problem Area S-5” identified the demolished school site just east of the dead-end at Green Valley Street and north of Hillside Drive for a proposed detention facility; and

WHEREAS during the Browngate Subdivision CDBG Improvements Project in 2024, the Village negotiated and purchased a portion of the demolished Mohawk School property for stormwater detention; and

WHEREAS stormsewer and watermain work was installed as part of the Browngate Subdivision Improvements Project in 2024 in preparation for a future basin on this newly acquired parcel; and

WHEREAS the proposed basin will be a dry bottom turf basin which will provide approximately 3.5 acre-feet (1.15 million gallons) of storage during heavy or long duration storm events; and

WHEREAS water which normally would back up in the storm piping and overflow into roadways or lower lying areas will be conveyed to the basin with an overflow sewer pipe, where it will remain until downstream water levels drop and the basin drains out naturally; and

WHEREAS the basin design is intended to maintain a park-like setting with a basin that provides gently sloping sides and a flat bottom large enough for a soccer field; and

WHEREAS the project was advertised for bid on April 10, 2025, with a bid opening date of April 29, 2025; and

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

WHEREAS Thomas Engineering Group, LLC (Thomas Engineering) is one of the short-listed firms; and

WHEREAS Thomas Engineering brings forth a very experienced project team that has successfully provided services on previous Village projects; and

WHEREAS the Village requested a proposal from Thomas Engineering; and

WHEREAS after negotiations, the total Construction Engineering Services proposal received is in the not-to-exceed amount of \$45,344; and

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

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the Execution of a Construction Engineering Services Agreement for Browngate Subdivision Detention Basin Project to Thomas Engineering, LLC in the not-to-exceed amount of \$45,344.

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 May 20, 2025.

APPROVED:

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

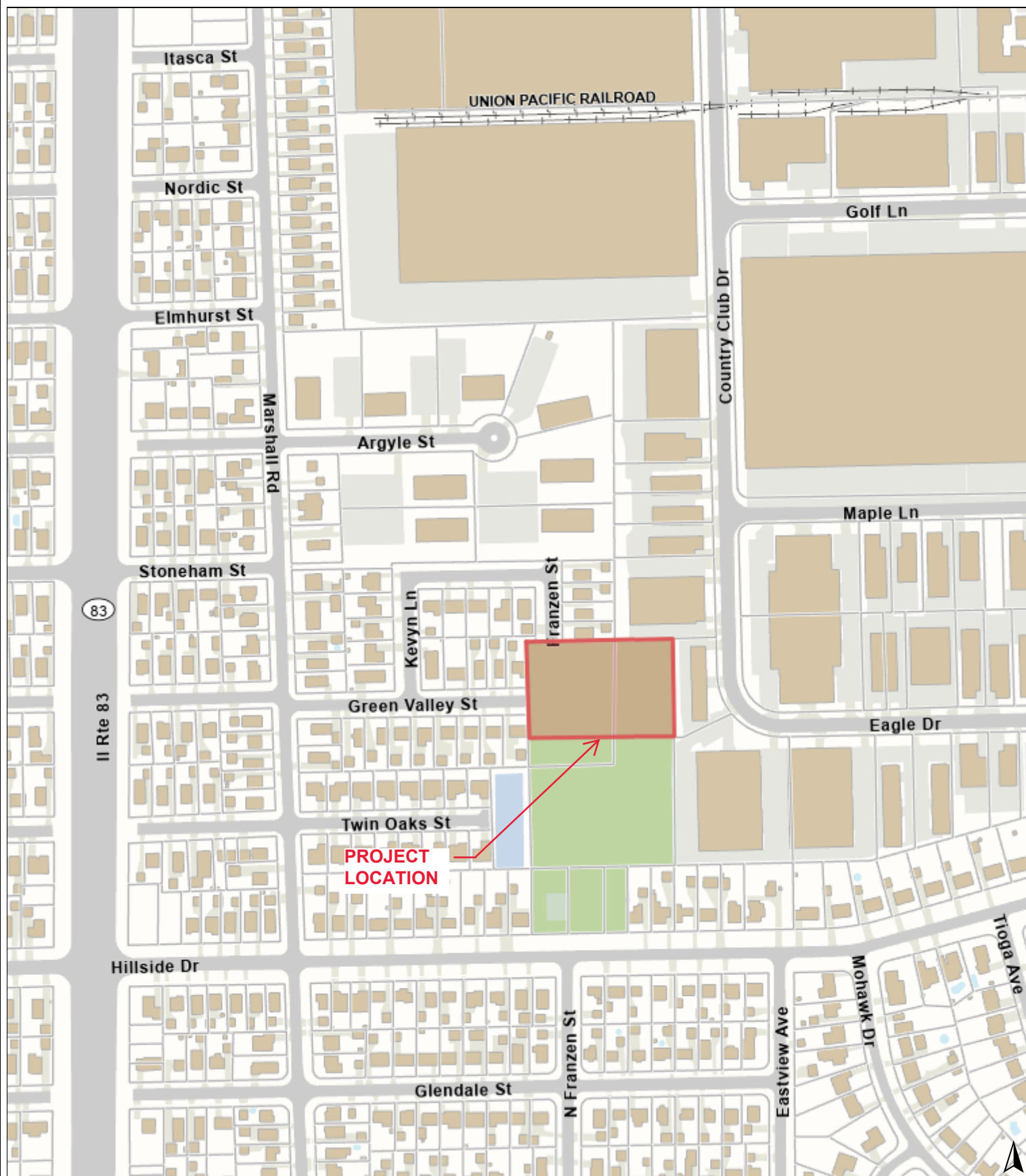
ATTEST:

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

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

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

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



0 450 900  
ft

Print Date: 11/7/2024

Notes

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.

May 7, 2025

Mr. Bradley Hargett, PE, PLS, CFM  
Assistant Village Engineer  
Village of Bensenville  
717 E. Jefferson Street  
Bensenville, Illinois 60106

762 Shoreline Drive  
Suite 200  
Aurora, IL 60504

**Re: Proposal for Phase III Construction Engineering Services for the Browngate  
Subdivision Detention Basin Project Rev. 5/7/2025**

Dear Mr. Hargett:

Thomas Engineering Group, LLC (TEG) respectfully submits this proposal to Bensenville to provide Phase III Construction Engineering Services for the Browngate Subdivision Detention Basin Project.

TEG is enthusiastic about the opportunity to work with the Village on this project. Our proposed Project Manager, Matt Champine, P.E., brings nearly 20 years of Phase III engineering experience on municipal projects, including those in Bensenville and throughout Cook and DuPage Counties. He has the technical expertise, administrative ability, and organizational skills needed to deliver a successful project to the Village. He is currently serving as the Project Manager for the Village's Argyle & Twin Oaks Roadway & Water Main Improvements.

This proposal includes our understanding of the assignment, proposed scope of services, and estimated fee for providing construction engineering services for the above-mentioned improvement. TEG is eager to provide a professional and responsive team that exceeds the Village's expectations.

If you have any questions or require additional information, please call me at (847) 815-9500 or by e-mail at [kevinv@thomas-engineering.com](mailto:kevinv@thomas-engineering.com).

Sincerely,  
**thomas engineering group, llc**



Kevin C. VanDeWoestyne, P.E., ENV SP  
*Municipal Department Head*

cc: Mr. Joseph M. Caracci, P.E., Director of Public Works, Village of Bensenville



**PROPOSAL**  
**FOR**  
**THE VILLAGE OF BENSENVILLE**  
**BENSENVILLE, ILLINOIS**

**BROWNGATE SUBDIVISION DETENTION BASIN**

**PHASE III CONSTRUCTION ENGINEERING SERVICES**

**PREPARED BY:**  
**Kevin C. VanDeWoestyne, P.E., Env. Sp.**  
**Municipal Department Head**

**May 7, 2025**

# Proposal for Phase III Construction Engineering Services Browngate Subdivision Detention Basin Village of Bensenville

Thomas Engineering Group, LLC (TEG) respectfully submits this Proposal to the Village of Bensenville to provide part-time Phase III Construction Engineering Services for the Browngate Subdivision Detention Basin (Project).

TEG fully understands this Project and the key processes to successfully manage it. TEG has direct and recent experience providing similar services to the Village of Bensenville. Our team has successfully administered projects in the Village including the Addison Creek Storm Sewer Improvements and Browngate Subdivision Roadway and Water Main Improvements and is currently overseeing the Argyle & Twin Oaks Roadway & Water Main Improvements.

IMPROVEMENT PLANS  
FOR

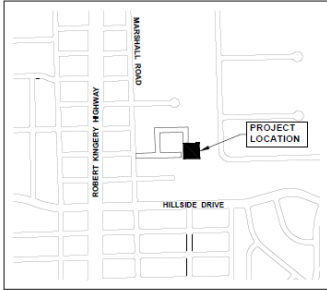
## BROWNGATE SUBDIVISION DETENTION BASIN

VILLAGE OF BENSENVILLE  
DUPAGE COUNTY, ILLINOIS

ISSUED FOR BID: APRIL 10, 2025

**MUNICIPAL OFFICIALS**


FRANK DESIMONE	VILLAGE PRESIDENT
ROSA CARMONA	VILLAGE TRUSTEE
ANN FRANZ	VILLAGE TRUSTEE
MARIE FREY	VILLAGE TRUSTEE
MCCLANE LOMAX	VILLAGE TRUSTEE
ARMANDO PEREZ	VILLAGE TRUSTEE
NICHOLAS PANICOLA JR.	VILLAGE TRUSTEE
NANCY QUINN	VILLAGE CLERK



**LOCATION MAP**  
1" = 300'

**INDEX OF SHEETS**

1. COVER SHEET
2. GENERAL NOTES AND SPECIFICATIONS
3. SUMMARY OF QUANTITIES AND LEGEND
4. STORMWATER POLLUTION PREVENTION PLAN
5. STORMWATER POLLUTION PREVENTION PLAN DETAILS
6. EXISTING CONDITIONS & DEMOLITION PLAN
7. GRADING AND DRAINAGE PLAN
8. SOIL EROSION AND SEDIMENT CONTROL PLAN
9. TYPICAL DETAILS



**Julie**  
ILLINOIS  
ONE-CALL SYSTEM  
Simply Call 811

**SITE REFERENCE MARK 1**

EXISTING CONCRETE CURB AND GUTTER - BEING DEMOLISHED ON THE EAST SIDE OF THE DETENTION BASIN AT THE INTERSECTION OF HILLSIDE DRIVE AND HILLSIDE AVENUE. (SEE PLAN)


ELEVATION = 588.04 (UNADJUSTED)

**SITE REFERENCE MARK 2**

EXISTING CONCRETE CURB AND GUTTER - BEING DEMOLISHED ON THE WEST SIDE OF THE DETENTION BASIN AT THE INTERSECTION OF HILLSIDE DRIVE AND HILLSIDE AVENUE. (SEE PLAN)

ELEVATION = 588.04 (UNADJUSTED)

**Engineering Enterprises, Inc.**  
Consulting Engineers  
52 Wheeler Road  
Sugar Grove, Illinois 60554  
800.488.8700 / www.tee-engineers.com  
PROFESSIONAL DESIGN FIRM # 164-000000



**ENGINEER'S CERTIFICATION**

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION.

DATED AT SUGAR GROVE, ILLINOIS, THIS 10TH DAY OF APRIL, 2024.

*[Signature]*  
STEPHEN J. DEVEREAUX, P.E.  
ILLINOIS LICENSED PROFESSIONAL ENGINEER NO. 003-000000  
EXPIRATION DATE: 11/30/25

**REVISIONS**

NO.	DESCRIPTION	DATE

Given our long-standing relationship with the Village of Bensenville and our expertise in providing construction engineering services for municipal projects throughout DuPage County, TEG is fully equipped to successfully manage this project. This project aligns with TEG's core expertise, and we have allocated experienced personnel to ensure its success. The proposed project team is composed of engineers with extensive experience in roadway reconstruction, watermain replacement, and stormwater system improvements. Our team's understanding of Bensenville's infrastructure and community priorities ensures that we will deliver a high-quality project that meets all regulatory, financial, and performance expectations.



## **PROJECT UNDERSTANDING**

The 2.3 acre project site is located within the Browngate subdivision near the east end of Green Valley Drive and south end of Franzen Drive in Bensenville, Illinois. The proposed scope of improvements includes the installation of a dry bottom detention basin in Mohawk Park to help alleviate flooding in both the northern residential and northern business district (TIF 12) parts of town. The scope of work generally consists of earthwork, erosion control, installation of new storm sewer, and landscape restoration.

The general sequence of work is as follows:

1. Install erosion control measures
2. Brush and tree clearing
3. Earth excavation for new detention basin
4. Install new storm sewer
5. Topsoil placement, fine grading, and vegetative restoration

Dust, noise, and erosion control will be key to this project. TEG will oversee environmental and community notification efforts, coordinating dust control watering to ensure that dust is kept to a minimum and inspecting erosion control devices prior to and during construction activities.

Due to its location, storage of materials and equipment at the project must be carefully planned. All equipment and materials shall only block one side of the road. The public ROW shall remain free and clear of construction. Prior to commencing work, TEG staff will collaborate with the Village and the contractor to discuss Maintenance of Traffic (MOT) plans, construction stages, and site implementation.

## **PROPOSED TEAM**

TEG has assembled a construction team with members that have substantial relevant experience and are experts in earthwork, utility construction, roadway construction, construction staging, contractor oversight, and contract administration. We have an excellent understanding of this Project and have developed a complete team that has the experience and skills needed to make this Project a success.

### **KEVIN VANDEWOESTYNE, P.E., ENV SP, PROJECT PRINCIPAL**

Kevin VanDeWoestyne, P.E., ENV SP, Municipal Department Head, will serve as the primary client liaison. His experience with municipal street, sidewalk, and utility projects make him an excellent fit and he and his team are available for this Project.

### **MATTHEW CHAMPINE, P.E., PROJECT MANAGER**

TEG's proposed Project Manager, Matthew Champine, P.E. has knowledge and experience pertaining to underground utilities, drainage systems, water main installation, and PCC and bituminous paving. His extensive construction knowledge and well-rounded overall experience will allow him to serve as an extension of the Village's staff on this project. Matt has extensive experience as a Resident Engineer on important and large-scale utility projects. He recently served as the Resident Engineer first phase of the Addison Creek Storm Sewer Improvements. Matt has the technical expertise,

administrative ability, and organizational skills needed to oversee the construction engineering team and deliver a successful project for the Village.

#### **HYDER SYED, RESIDENT ENGINEER**

Mr. Syed has over 15 years of extensive experience in construction engineering and construction inspection and documentation of various types of projects including roadways, industrial and drainage inspection. He possesses proficiency in quality control procedures; specifically in the field of site inspection. He is skilled in the measurement and recording of executed works, preparing reports, maintaining site records and has the interpersonal skills to effectively interact with subconsultants, clients, and contractors.

#### **RUBINO ENGINEERING INC., GEOTECHNICAL SUBCONSULTANT**

We are proposing Rubino Engineering Inc. as our geotechnical partner for any on site and laboratory soil sampling and analytical testing. Rubino is a certified DBE/WBE engineering consulting firm pre-qualified with the Illinois Department of Transportation in HMA, PCC, General Geotechnical, and Structural Geotechnical. The contract provides for two nominal items for NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL, which requires on site measurement and testing. Based on the information provided in the LPC-663, there are exclusion zones identified that will not be accepted with the LPC-663. Different measures must be taken for onsite testing or disposal of soils in the exclusion zones. Generally, it is not anticipated that any contaminated material will be encountered; however, if any material is rejected from the CCDD facility it shall be brought back to the site or other location for testing. At that time, Rubino will determine the level of testing required for necessary disposal of NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1 or TYPE 2.

### **SCOPE OF SERVICES**

One of TEG's strongest assets is its construction management team. The purpose of Phase III construction engineering, which includes construction and post-construction documentation, is to oversee a project's time/schedule, costs, quality of work, and administration of funding. Thorough construction inspection ensures compliance with the approved design engineering plans and construction standards.

The following Base Scope of Services will be provided by TEG and applies to the proposed work shown on the final engineering plans developed by Engineering Enterprises Inc. (EEI), as issued for bid.

#### **Pre-Construction Tasks:**

1. Chair a preconstruction conference with the Village and general contractor.
2. Collect and report documentation with respect to all efforts to achieve conformance with local standards.
3. Chair a preconstruction conference with the general contractor, Village, and other parties to discuss the chain of command, communication procedures, goals, objectives, and potential issues.
4. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.

5. Review the construction schedule submitted by the contractor for compliance with the contract.
6. Review of all material sources and shop drawings for adherence to the plans and specifications. Check and approve or reject and request resubmittals made by the contractor for compliance with the contract documents.
7. Verify all construction staking for principal components of the work.
8. Assist the Village with public communications in accordance with the Village's preferred method.

#### **Construction Engineering Tasks:**

1. Maintain an inspector's daily report book in the Village's preferred format appropriate for the project, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials.
2. Collect and report weekly and monthly documentation in respect to all efforts to achieve conformance with local standards.
3. Be present whenever the contractor is performing critical construction work on-site, associated with the Project.
4. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. TEG shall keep the Village informed of the progress of the work and advise the Village of all observed deficiencies in the work and disapprove or reject all work failing to conform to the Contract Documents.
5. Serve as the Village's liaison with the contractor working principally through the contractor's field superintendent.
6. TEG will extensively document (via photographs, video and written documentation) the contractor's activities.
7. Cooperate with the contractor in dealing with the various agencies having jurisdiction over the Project.
8. Inspect the work for adherence to permit requirements and adherence to federal/state/county/local requirements.
9. Review contractor's progress on a weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule.
10. Perform traffic control and erosion control checks.
11. When required, TEG will coordinate with our proposed geotechnical subconsultant, Rubino Engineering Inc., to perform on site soil sampling.
12. Prepare payment requisitions and change orders utilizing Village-preferred forms. Review applications for payment for compliance with established submission procedure and forward them with recommendations to the Village.
13. Prior to final inspection, submit to the contractor a list of observed items requiring correction and verify that each correction has been made.
14. Conduct final inspection with the Village and prepare a final list of items to be corrected. Verify that all items on the final list have been corrected and make recommendations to the Village.
15. Maintain a set of Record Drawings on which all changes are noted.

**Post-Construction Tasks:**

1. Close out project within 60 days after all construction is completed.
2. Collect as-built horizontal and vertical information using TEG's survey instruments.
3. Verify that all documentation is completed and that all material inspections and certifications have been accounted for and are complete.
4. Submit final documentation and complete final close-out.

**SCHEDULE**

Plans and specifications are currently advertised for bidding. The construction contract is anticipated to be presented for approval to the Board of Trustees on May 20, 2025. Following approval, contract execution, and preconstruction meetings, construction activities are expected to commence in June 2025. The project shall be substantially complete by August 29, 2025, and shall be fully complete by October 3, 2025. Substantial completion is defined as completion of all work with the exception of final restoration. It shall be noted that the allowable seeding schedule for non-irrigated permanent seeding mixtures is after August 1<sup>st</sup>.

**WORK EFFORT AND FEE**

Construction engineering efforts are based on providing part-time inspection over a period of 16 weeks between June 16 and October 3, 2025, while collecting before and after cross sections for measuring and documenting earthwork volumes. Should construction extend beyond October 3, 2025, or beyond a 16 week duration, we trust that the Village will be open to a change order to accommodate the additional work effort and associated fees. We have utilized the IDOT standard Cost Estimate of Consultant Services (CECS) and a cost-plus fixed-fee method of compensation. Direct costs for vehicle days are waived.

**Proposed Total Not-to Exceed Fee\* \$45,344.00****\*Including \$4,000 Soil Sampling & Testing Allowance (Rubino Engineering Inc.)**

TEG's professional engineering services fees, excluding geotechnical services by others, are estimated at \$41,344.00, or approximately 8 percent of the engineer's estimate of probable construction cost. The lowest bid received by the Village is considerably lower than the engineer's estimate of probable construction cost, therefore, the proposed engineering fees expressed as a percentage of construction cost is just under 12 percent.

If you have any questions, or require additional information, please feel free to contact me direct at (847) 815-9500 or via email at [kevinv@thomas-engineering.com](mailto:kevinv@thomas-engineering.com).

Sincerely,  
thomas engineering group, llc



Kevin VanDeWoestyne, P.E., Env. Sp.  
*Municipal Department Head*

## **AGREEMENT**

This Proposal, including all Amendments issued hereunder, constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties. This Agreement may be amended only by written authorization. By signing below, the Village agrees to the terms of this Proposal. Please sign the bottom of this letter and return two (2) original copies to the following address:

Thomas Engineering Group, LLC  
762 Shoreline Drive  
Suite 200  
Aurora, IL 60504

TEG will provide part-time Phase III Construction Engineering Services for the Browngate Subdivision Detention Basin Project as outlined in its proposal dated May 7, 2025.

TEG will begin services upon receipt of an original executed copy of this letter. Additional services beyond the Scope of Services described herein will be performed by TEG only after receipt of a signed authorization form.

ACCEPTED AND AGREED TO:  
Thomas Engineering Group, LLC

By: \_\_\_\_\_  
Authorized Signature

May 7, 2025  
\_\_\_\_\_  
Date

Kevin C. VanDeWoestyne  
\_\_\_\_\_  
Printed Name

Principal, Thomas Engineering Group, LLC  
\_\_\_\_\_  
Title & Organization

ACCEPTED AND AGREED TO:  
Village of Bensenville

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title & Organization





EXHIBIT D  
COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET  
FIXED RAISE

<b>Local Public Agency</b> Village of Bensenville	<b>County</b> DuPage	<b>Section Number</b> 
<b>Prime Consultant (Firm) Name</b> Thomas Engineering Group, LLC	<b>Prepared By</b> 	<b>Date</b> 4/14/2025
<b>Consultant / Subconsultant Name</b> Thomas Engineering Group, LLC	<b>Job Number</b> 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

PAYROLL ESCALATION TABLE

CONTRACT TERM	8	MONTHS	OVERHEAD RATE	148.21%
START DATE	5/1/2025		COMPLEXITY FACTOR	
RAISE DATE	1/1/2026		% OF RAISE	2.00%
END DATE	12/31/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	5/1/2025	12/31/2025	8	100.00%





Village of Bensenville

DuPage

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Thomas Engineering Group, LLC

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## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

<b>OVERHEAD RATE</b>	<b>148.21%</b>
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COMPLEXITY FACTOR	0
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TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Pre-Construction		37	1,810	2,683	597		5,090	11.23%
Construction Inspection	0	190	10,425	15,451	3,440		29,316	64.65%
Post Construction		43	2,325	3,446	767		6,538	14.42%
		-	-	-	-		-	
Rubino Engineering, Inc.		-	-	-	-	4,000	4,000	8.82%
		-	-	-	-		-	
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Subconsultant DL							\$400.00	0.88%
Direct Costs Total ==>	\$0.00						\$0.00	
TOTALS		270	14,560	21,580	4,804	4,000	45,344	100.00%

Village of Bensenville
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DuPage

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Thomas Engineering Group, LLC
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## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

**SHEET** 1 **OF** 1

PAYROLL  CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Pre-Construction			Construction Inspection			Post Construction						Rubino Engineering, Inc.		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Principal	86.00	6.0	2.22%	1.91	1	2.70%	2.32	4	2.11%	1.81	1	2.33%	2.00						
Project Manager	69.02	44.0	16.30%	11.25	4	10.81%	7.46	32	16.84%	11.62	8	18.60%	12.84						
Resident Engineer	53.00	148.0	54.81%	29.05	4	10.81%	5.73	128	67.37%	35.71	16	37.21%	19.72						
Chief Surveyor	74.00	8.0	2.96%	2.19	4	10.81%	8.00	2	1.05%	0.78	2	4.65%	3.44						
Survey Technician	55.22	24.0	8.89%	4.91	8	21.62%	11.94	8	4.21%	2.33	8	18.60%	10.27						
Survey Assistant	31.15	40.0	14.81%	4.61	16	43.24%	13.47	16	8.42%	2.62	8	18.60%	5.80						
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TOTALS		270.0	100%	\$53.93	37.0	100.00%	\$48.93	190.0	100%	\$54.87	43.0	100%	\$54.07	0.0	0%	\$0.00	0.0	0%	\$0.00

**TYPE:**Resolution**SUBMITTED BY:**Joe Caracci**DEPARTMENT:**Public Works**DATE:**May 20, 2025**DESCRIPTION:**

Resolution Authorizing Execution of Amendment No. 2 to the Design Engineering Services Agreement with Baxter & Woodman, Inc. for the South Industrial Business District Improvements Project for an Increase of \$43,100, Resulting in a Revised Not-to-Exceed Amount of \$298,950

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

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

**COMMITTEE ACTION:**

Committee of the Whole (Unanimously approved 4-0)

**DATE:**

May 13, 2025

**BACKGROUND:**

The South Industrial Business District (SIBD) is located between Grand Avenue and the White Pines Golf Course and includes the streets of Entry Drive, Bernice Drive, James Street, Judson Street, and Williams Street. These industrial streets are approximately 4,000 linear feet in length and are in need of a complete reconstruction including new concrete roadways, water main replacement, storm sewer improvements, and the addition of pedestrian accommodations.

The Village entered into an Engineering Services Agreement with Baxter & Woodman to perform design engineering for the project on September 20, 2022 (R-103-2022) in the amount of \$232,000.

Amendment No. 1 was approved on November 14, 2023 (R-132-2023) in the amount of \$23,850 for a revised agreement amount of \$255,850. The purpose of Amendment #1 was to include Arthur Court in the design.

**KEY ISSUES:**

Amendment No. 2 includes additional out-of-scope services that include:

- Electrical Design
- Development of off-site easements for watermain
- Sanitary sewer lining design
- Separation of Arthur Court into a stand alone bid

The cost of the extra work effort is \$43,100, resulting in a revised Not-to-Exceed amount of \$298,950.

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

Staff recommends approval of the Resolution Authorizing Execution of Amendment No. 2 to the Design Engineering Services Agreement with Baxter & Woodman, Inc. for the South Industrial Business District Improvements Project for an Increase of \$43,100, Resulting in a Revised Not-to-Exceed Amount of \$298,950

**BUDGET IMPACT:**

This project is being funded through a newly developed SSA, DCEO grant, and Village CIP. There are ample funds to cover the additional costs.

**ACTION REQUIRED:**

Approval of the Resolution Authorizing Execution of Amendment No. 2 to the Design Engineering Services Agreement with Baxter & Woodman, Inc. for the South Industrial Business District Improvements Project for an Increase of \$43,100, Resulting in a Revised Not-to-Exceed Amount of \$298,950

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution - Amendment #2	5/7/2025	Resolution Letter
Amendment #2	5/7/2025	Backup Material
Location Map	11/7/2023	Backup Material

**RESOLUTION NO. \_\_\_\_\_**

**AUTHORIZING EXECUTION OF AMENDMENT NO. 2 TO THE DESIGN  
ENGINEERING SERVICES AGREEMENT WITH BAXTER & WOODMAN,  
INC. FOR THE SOUTH INDUSTRIAL BUSINESS DISTRICT IMPROVEMENTS  
PROJECT FOR AN INCREASE OF \$43,100, RESULTING IN A REVISED NOT-  
TO-EXCEED AMOUNT OF \$298,950**

WHEREAS the Village of Bensenville strives to provide quality services to its residents and businesses; and

WHEREAS pavement and utility maintenance are a couple of the core services provided by the Village; and

WHEREAS the South Industrial Business District is in need complete reconstruction, including new concrete roadways, water main replacement, storm sewer improvements, and the addition of pedestrian accommodations; and

WHEREAS on September 20, 2022, the Village Board approved R-103-2022, entering into an engineering services agreement with Baxter & Woodman, Inc. for the South Industrial Business District Improvements Project in the amount of \$232,000; and

WHEREAS Amendment No. 1 was approved on November 14, 2023 (R-132-2023) in the amount of \$23,850 for a revised agreement amount of \$255,850, and

WHEREAS the purpose of Amendment #1 was to include Arthur Court in the design, and

WHEREAS additional work was required due to changes in scope that are included in the proposed Amendment No. 2, and

WHEREAS Amendment No. 2 includes additional out-of-scope services that include Electrical Design, Development of off-site easements for watermain, Sanitary sewer lining design, and the Separation of Arthur Court into a standalone bid, and

WHEREAS the cost of the extra work effort is \$43,100, resulting in a revised Not-to-Exceed amount of \$298,950.

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 and approves the attached Resolution Authorizing Execution of Amendment No. 2 to the Design Engineering Services Agreement with Baxter & Woodman, Inc. for the South Industrial Business

District Improvements Project for an Increase of \$43,100, Resulting in a Revised Not-to-Exceed Amount of \$298,950.

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 May 20, 2025.

APPROVED:

\_\_\_\_\_  
Frank DeSimone

ATTEST:

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

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

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

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

VILLAGE OF BENSENVILLE, ILLINOIS  
SOUTH INDUSTRIAL BUSINESS DISTRICT IMPROVEMENTS  
FINAL DESIGN ENGINEERING

ENGINEERING SERVICES AGREEMENT AMENDMENT 2

BAXTER & WOODMAN CONSULTING ENGINEERS

EXHIBIT A	SCOPE OF SERVICES AMENDMENT 2
EXHIBIT B	COST ESTIMATE OF CONSULTANT SERVICES AMENDMENT 2
EXHIBIT C	ENGINEERING SERVICES AGREEMENT AMENDMENT 2
EXHIBIT D	ANTICIPATED PROJECT SCHEDULE UPDATED

**VILLAGE OF BENSENVILLE, ILLINOIS  
SOUTH INDUSTRIAL BUSINESS DISTRICT IMPROVEMENTS  
FINAL DESIGN**

**EXHIBIT A  
SCOPE OF SERVICES FOR AMENDMENT 2**

**LOCATION:**

The Amendment 2 project limits are located within the Village's South Industrial Business District, north of Grand Avenue within the Village of Bensenville, Illinois. Total roadway length to be improved and included within this amendment is approximately 4,000 feet.

**PROJECT UNDERSTANDING:**

The Amendment 2 project will consist of additional scope items for the final design engineering services for roadway and utility improvements within the South Industrial Business District including roadway reconstruction and replacement with PCC pavement, new sidewalk installation, water main improvements (12 inch ductile iron pipe), storm sewer improvements, sign replacements, and other miscellaneous items of work. Two-way traffic will be maintained through the construction zone and access to commercial properties will be maintained within the project limits.

The project will be partially funded by a Special Service Area (SSA) to be coordinated by the Village, and the remaining will be funded by corporate dollars.

**ADDITIONAL SCOPE OF SERVICES:**

1. ELECTRICAL DESIGN – Prepare photometric calculations, general lighting layout, lighting plans, and electrical details conforming to IES and LPA or DOT standards for the replacement of direct buried cable with new unit duct and cable connecting to existing poles and lighting. This deliverable shall also include relocation of one pole in the raised median on Entry Drive to the west parkway. No other pole or lighting fixture replacements are included. Prepare summary of quantities, schedules of materials, an engineer's estimate of cost, and specifications.
2. OFF-SITE EASEMENT WATER MAIN DESIGN – Design the proposed water main replacement along utility easements at the northwest corner of William Street and Judson Street and the southwest corner of Judson Street and William Street to be in compliance with Illinois Environmental Protection rules and obtain an IEPA permit for construction and to avoid existing utilities. The water main plans will include existing and proposed alignments, and locations of fire hydrants, typical service connections, valves, and connections to existing mains. Proposed water main sizes shall match existing sizes. Complete required Drainage & Utilities plan sheets and updates to



original plan sheets required for bidding. Prepare summary of quantities, schedules of materials, an engineer's estimate of cost, and specifications.

3. SIDEWALK ADA RAMP DETAILS – At Grand Avenue, provide detailed ADA ramp detail sheets showing existing and proposed sidewalk slopes, grades, dimensions, and cross slopes for the northeast and northwest corners of the Grand Avenue and Entry Drive intersection conforming to Lake County Department of Transportation's standards.
4. SANITARY SEWER DESIGN – Review televised tapes of the existing sanitary sewers on all streets and identify areas of sewer failure or blockages. Collect and verify sanitary structure condition, inverts, sizes, and flow directions. Prepare a design of the sanitary sewer improvements based on sewer lining and spot repairs, in compliance with Illinois Environmental Protection rules. Tapes are to be provided by the Village and sewer televising is not included in this fee. Complete required updates to original plan sheets required for bidding. Prepare summary of quantities, schedules of materials and an engineer's estimate of cost.
5. ARTHUR COURT - STANDALONE BID – Complete required updates to original plan sheets and prepare new plan sheets as required for bidding Arthur Court as its own standalone bid independent of the South Industrial Business District. Prepare cover sheet, general notes, construction staging notes, summary of quantities, schedules of materials and an engineer's estimate of cost. Prepare special provisions in accordance with LPA guidelines to specify items not covered by the Standard Specifications for Road and Bridge Construction. Provide design assistance and clarification for bid documents. Assist the LPA with coordination and scheduling during the bid process. Provide documents for bidding and assist the LPA in solicitation of bids from as many qualified bidders as possible, prepare addendums as necessary, attend bid opening to receive and evaluate bids, tabulate bids, and make a recommendation to the LPA for an award of contract.
6. DUPAGE COUNTY STORMWATER MANAGEMENT PERMIT – Submit necessary application documentation to obtain a stormwater permit from DuPage County Stormwater. Address County review comments and resubmit as required, including permit review fees.
7. QA/QC – Perform in-house peer and milestone reviews by senior staff during project initiation, conceptual review, preliminary, pre-final, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts. Conduct milestone reviews of subconsultants and provide feedback throughout the progress of work.
8. PROJECT MANAGEMENT – Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Coordinate with LPA and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices, coordinate invoices from sub-consultants, and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

9. CONSTRUCTION ASSISTANCE – Provide assistance to the Village and the Village’s consultant as needed during construction.

10. PROJECT DELIVERABLES

10.1 *Deliverables:* The following is a list of anticipated final deliverables to the LPA for this project:

- A. *Electronic DGN, Geopak, Digital Photos, and GIS files used in project development including Plan, Profiles, Cross Sections, Survey, and Exhibits.*
- B. *Electronic Record of Design files including agency correspondence, Environmental documents, Estimates, Plans, Specifications, and related electronic submittals (pdf or as appropriate). Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.*

10.2 **NOT INCLUDED:** The following items are not included within the scope of this project, but can be provided as additional services to the contract:

- A. Sanitary Sewer Televising
- B. Right of Way Assistance including Plats, Exhibits, Cross Access Agreements, or Temporary Use Permits, Easements, etc.
- C. Water Main Lead Services coordination. Lead services are not known to exist and not anticipated to be included in this work.



EXHIBIT D  
COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET  
FIXED RAISE

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Village of Bensenville	DuPage	N/A
<b>Prime Consultant (Firm) Name</b>	<b>Prepared By</b>	<b>Date</b>
Baxter & Woodman, Inc.	Joe Wilhelmsen	4/24/2025
<b>Consultant / Subconsultant Name</b>	<b>Job Number</b>	
Baxter & Woodman, Inc.		

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

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**PAYROLL ESCALATION TABLE**

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	155.56%
START DATE	1/1/2025		COMPLEXITY FACTOR	0
RAISE DATE	12/14/2025		% OF RAISE	3.00%
END DATE	12/31/2025			

**ESCALATION PER YEAR**

Year	First Date	Last Date	Months	% of Contract
0	1/1/2025	12/14/2025	12	100.00%

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Village of Bensenville	DuPage	N/A
<b>Consultant / Subconsultant Name</b>		<b>Job Number</b>
Baxter & Woodman, Inc.		

## PAYROLL RATES

### EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

<b>MAXIMUM PAYROLL RATE</b>	<b>90.00</b>
<b>ESCALATION FACTOR</b>	<b>0.00%</b>

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Executive Vice President	\$90.00	\$90.00
Vice President	\$84.88	\$84.88
Engineer VII	\$72.63	\$72.63
Engineer VI	\$71.11	\$71.11
Engineer V	\$59.78	\$59.78
Engineer IV	\$52.96	\$52.96
Engineer III	\$46.15	\$46.15
Engineer II	\$40.60	\$40.60
Engineer I	\$35.66	\$35.66
Electrical Automation Engineer IV	\$53.75	\$53.75
Environ. Scientist V	\$58.58	\$58.58
Environ. Scientist III	\$41.63	\$41.63
Engineer Tech V	\$55.61	\$55.61
Engineer Tech IV	\$47.70	\$47.70
Engineer Tech III	\$42.50	\$42.50
Engineer Tech II	\$34.00	\$34.00
Engineer Tech I	\$30.00	\$30.00
Spatial Tech. Prof. IV	\$52.00	\$52.00
Spatial Tech. Prof. II	\$35.00	\$35.00
Survey Manager	\$55.00	\$55.00
Surveyor, Project	\$42.83	\$42.83
Survey Tech.	\$28.50	\$28.50
CADD Technician III	\$46.45	\$46.45
Marketing Prof. IV	\$45.00	\$45.00
Marketing Prof. III	\$43.25	\$43.25
Admin. Support IV	\$40.33	\$40.33

<b>Local Public Agency</b>	<b>County</b>	<b>Section Number</b>
Village of Bensenville	DuPage	N/A
<b>Consultant / Subconsultant Name</b>	<b>Job Number</b>	
Baxter & Woodman, Inc.		

## SUBCONSULTANTS

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

[illegible]

**NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.**

**Local Public Agency**

Village of Bensenville

**County**

DuPage

**Section Number**

N/A

**Consultant / Subconsultant Name**

Baxter &amp; Woodman, Inc.

**Job Number****DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	50	\$0.67	\$33.50
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
DuPage Co. Stormwater Permit Review Fees	Actual Cost	1	\$6,861.00	\$6,861.00
				\$0.00
				\$0.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$6,894.50</b>

## Local Public Agency

Village of Bensenville

## County

DuPage

## Section Number

N/A

## Consultant / Subconsultant Name

Baxter &amp; Woodman, Inc.

## Job Number

## COST ESTIMATE WORKSHEET

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 155.56%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Electrical Design		42	2,256	3,509	744		6,509	13.56%
Off-Site Easement Water Main Design		34	1,612	2,508	532		4,652	9.69%
Sidewalk ADA Ramp Details		24	962	1,496	317		2,775	5.78%
Sanitary Sewer Design		20	950	1,478	314		2,742	5.71%
Arthur Court - Standalone Bid		116	5,491	8,541	1,812		15,844	33.01%
DuPage Co. Stormwater Management Permit		24	1,189	1,850	392		3,431	7.15%
QA/QC		8	496	772	164		1,432	2.98%
Project Management		8	496	772	164		1,432	2.98%
Construction Assistance		16	793	1,233	262		2,288	4.77%
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Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$0.00						\$6,894.50	14.36%
TOTALS		292	14,245	22,159	4,701	-	48,000	100.00%

36,404

BLR 05514 (Rev. 02/06/25)

## Local Public Agency

Village of Bensenville

## County

DuPage

## Section Number

N/A

## Consultant / Subconsultant Name

Baxter &amp; Woodman, Inc.

## Job Number

## AVERAGE HOURLY PROJECT RATES

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Electrical Design			Off-Site Easement Water Main Design			Sidewalk ADA Ramp Details			Sanitary Sewer Design			Arthur Court - Standalone Bid		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	90.00	0.0																	
Vice President	84.88	0.0																	
Engineer VII	72.63	0.0																	
Engineer VI	71.11	18.0	6.16%	4.38													10	8.62%	6.13
Engineer V	59.78	0.0																	
Engineer IV	52.96	52.0	17.81%	9.43	2	4.76%	2.52	6	17.65%	9.35				4	20.00%	10.59	12	10.34%	5.48
Engineer III	46.15	102.0	34.93%	16.12				20	58.82%	27.15	6	25.00%	11.54	16	80.00%	36.92	40	34.48%	15.91
Engineer II	40.60	0.0																	
Engineer I	35.66	38.0	13.01%	4.64							14	58.33%	20.80				24	20.69%	7.38
Electrical Automation Engin	53.75	48.0	16.44%	8.84	40	95.24%	51.19										8	6.90%	3.71
Environ. Scientist V	58.58	0.0																	
Environ. Scientist III	41.63	2.0	0.68%	0.29													2	1.72%	0.72
Engineer Tech V	55.61	0.0																	
Engineer Tech IV	47.70	0.0																	
Engineer Tech III	42.50	0.0																	
Engineer Tech II	34.00	0.0																	
Engineer Tech I	30.00	0.0																	
Spatial Tech. Prof. IV	52.00	0.0																	
Spatial Tech. Prof. II	35.00	0.0																	
Survey Manager	55.00	0.0																	
Surveyor, Project	42.83	0.0																	
Survey Tech.	28.50	0.0																	
CADD Technician III	46.45	32.0	10.96%	5.09				8	23.53%	10.93	4	16.67%	7.74				20	17.24%	8.01
Marketing Prof. IV	45.00	0.0																	
Marketing Prof. III	43.25	0.0																	
Admin. Support IV	40.33	0.0																	
		0.0																	
<b>TOTALS</b>		292.0	100%	\$48.79	42.0	100.00%	\$53.71	34.0	100%	\$47.42	24.0	100%	\$40.08	20.0	100%	\$47.51	116.0	100%	\$47.33



## Local Public Agency

Village of Bensenville

## County

DuPage

## Section Number

N/A

## Consultant / Subconsultant Name

Baxter &amp; Woodman, Inc.

## Job Number

## AVERAGE HOURLY PROJECT RATES

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	DuPage Co. Stormwater Management Permit			QA/QC			Project Management			Construction Assistance								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	90.00																		
Vice President	84.88																		
Engineer VII	72.63																		
Engineer VI	71.11				4	50.00%	35.56	4	50.00%	35.56									
Engineer V	59.78																		
Engineer IV	52.96	12	50.00%	26.48	4	50.00%	26.48	4	50.00%	26.48	8	50.00%	26.48						
Engineer III	46.15	12	50.00%	23.08							8	50.00%	23.08						
Engineer II	40.60																		
Engineer I	35.66																		
Electrical Automation Engineer	53.75																		
Environ. Scientist V	58.58																		
Environ. Scientist III	41.63																		
Engineer Tech V	55.61																		
Engineer Tech IV	47.70																		
Engineer Tech III	42.50																		
Engineer Tech II	34.00																		
Engineer Tech I	30.00																		
Spatial Tech. Prof. IV	52.00																		
Spatial Tech. Prof. II	35.00																		
Survey Manager	55.00																		
Surveyor, Project	42.83																		
Survey Tech.	28.50																		
CADD Technician III	46.45																		
Marketing Prof. IV	45.00																		
Marketing Prof. III	43.25																		
Admin. Support IV	40.33																		
TOTALS		24.0	100%	\$49.56	8.0	100%	\$62.04	8.0	100%	\$62.04	16.0	100%	\$49.56	0.0	0%	\$0.00	0.0	0%	\$0.00

VILLAGE OF BENSENVILLE, ILLINOIS  
SOUTH INDUSTRIAL BUSINESS DISTRICT IMPROVEMENTS

FINAL DESIGN  
EXHIBIT C - ENGINEERING SERVICES AGREEMENT ADDENDUM 2

THIS ENGINEERING SERVICES AGREEMENT ("Agreement") effective as of \_\_\_\_\_, 2025 ("Effective Date") between the Village of Bensenville, Illinois ("Owner") and Baxter and Woodman, Inc., an Illinois Corporation ("Engineer").

Owner's Project, of which the Engineer's services under this Agreement are a part, is generally identified in Exhibit A ("Project"), attached hereto and incorporated as though fully set forth herein;

Engineer has the capability and capacity to provide the necessary services to complete certain engineering services, as further set forth herein, necessary to complete the Project;

Owner desires to retain Engineer to provide the said services under the terms and conditions hereinafter set forth, and Engineer is willing to perform such services;

In consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Engineer (hereinafter, collectively, the "Parties", or each, individually, a "Party") agree that the recitals set forth above are a material part of this Agreement and further agree as follows:

**1. SERVICES OF ENGINEER**

- 1.1 Engineer shall provide, or cause to be provided, if part of its scope, the services set forth herein and in Exhibit A (collectively, the "Services"), attached hereto and incorporated as though fully set forth herein.

**2. OWNER'S RESPONSIBILITIES**

- 2.1 Owner shall provide the Engineer with all criteria and full information as to the Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications, and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- 2.2 Owner shall furnish the Engineer all available information pertinent to the Project including reports and data relative to previous designs, existing conditions, or investigations at or adjacent to the Project Site.

- 2.3 Owner shall furnish or otherwise make available additional project related information and data as is reasonably required to enable Engineer to complete its Services.
- 2.4 Owner warrants that all known hazardous materials on or beneath the site have been identified to the Engineer. The Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials. The Engineer shall not be required by the Owner to provide certifications that soils, including soil mixed with other clean construction or demolition debris, are or are not contaminated unless this service is set forth in Exhibit A.
- 2.5 Owner agrees and acknowledges that the Engineer will rely, without liability, upon the accuracy and completeness of all information furnished by the Owner, including its consultants, contractors, specialty contractors, manufacturers, suppliers, and publishers of technical standards pursuant to this Agreement without independently verifying the information.
- 2.6 Owner agrees and acknowledges that the Engineer may reasonably rely on the express and implied representations made by contractors, manufacturers, suppliers, and installers of equipment, materials, and products required by the construction documents as being suitable fit for their intended purposes and compliant with the construction documents and applicable project requirements.
- 2.7 Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform Services under this Agreement.

### 3. **SCHEDULE FOR RENDERING SERVICES**

- 3.1 Engineer is authorized to begin Services as of the Effective Date.
- 3.2 Engineer shall complete their obligations within a reasonable time. Specific periods of time for rendering Services, if any, or specific dates by which Services are to be completed, if any, are set forth in Exhibit D, and the Parties hereby agree such periods of time or specific dates are reasonable.
- 3.3 If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation shall be adjusted equitably.
- 3.4 If the Engineer is hindered, delayed or prevented from performing under the Agreement as a result of any act or neglect of the Owner (or those for whom the Owner is responsible) or force majeure, the time for completion of the Engineer's work shall be extended by the period of the resulting delay and the rates and amounts of Engineer's compensation shall be adjusted

equitably. Force majeure includes, but is not limited to acts of God, wars, terrorism, strikes, labor walkouts, fires, natural disasters, or requirements of governmental agencies.

4. **COMPENSATION, INVOICES AND PAYMENTS**

- 4.1 The Owner shall pay the Engineer for the Services performed or furnished under Exhibit A, for Addendum 2, for all employee compensation (employee wages multiplied by work time performed), overhead, and expenses, as set forth in Exhibit B of Addendum 2, attached hereto and incorporated as though fully set forth herein, the total of which shall not exceed **\$43,100** for Addendum 2, *Engineer's Project No. 220248.40*. The original agreement under Resolution Number R-103-2022 for \$232,000 plus the Addendum 1 fee of \$23,850 and the Addendum 2 fee shall be paid by the Owner to the Engineer a grand total of which shall not exceed \$298,950. The Engineer may adjust the employee wages, overhead, and expenses in Exhibit C on or about January 1 of each subsequent year and will send the new schedule to the Owner.

5. **OPINION OF PROBABLE CONSTRUCTION COSTS**

- 5.1 The Engineer's opinion of probable construction costs, if the provision of which is included in its scope of Services, represents its judgment as a professional engineer. The Owner acknowledges that the Engineer has no control over construction costs or contractor's methods of determining prices, or over competitive bidding, or market conditions. The Engineer cannot and does not warrant or guarantee that proposals, bids, or actual construction costs will not vary from the Engineer's opinion of probable cost. Engineer shall not be responsible for any cost variance.

6. **ENGINEER'S PERFORMANCE**

- 6.1 The standard of care for all professional engineering and related services performed or furnished by the Engineer under this Agreement will be the same care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality on similar projects. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's Services.
- 6.2 Engineer shall be responsible for the technical accuracy of its Services and its instruments of service resulting therefrom, and Owner shall not be responsible for discovering deficiencies, if any, in them. Engineer shall correct known deficiencies in their instruments of service without additional compensation except to the extent such action is directly attributable to deficiencies, errors or omissions in Owner-furnished information.

- 6.3 The Engineer will use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards as of this Agreement's Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of Services, times of performance, or compensation, all of which shall be adjusted equitably as necessary.
- 6.4 Engineer may employ such sub-consultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive written objections by the Owner.
- 6.5 Engineer shall not supervise, direct, control, or have charge or authority over any contractors' work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- 6.6 Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractors' failure to furnish and perform the work in accordance with the contract documents, which contractors are solely responsible for their errors, omissions, and failure to carry out the work.
- 6.7 Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction or surety bonding requirements.
- 6.8 Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities.
- 6.9 Engineer shall not be responsible for the acts of omissions of any contractor, subcontractor, or supplier, or of any of their employees or any other person (except Engineer's own employees, and consultants), at the Project site or otherwise in the furnishing or performing of any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.
- 6.10 Shop drawing and submittal review by Engineer shall apply only to the items in the submissions and only for the purpose of assessing, if upon installation or incorporation in the Project, they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the contract documents. Owner further agrees that the Engineer's review and action in relation to these submissions shall not

constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs of precautions. Engineer's consideration of a component does not constitute Engineer's acceptance of the assembled item.

## 7. **INSURANCE**

- 7.1 For the duration of the Project, the Engineer shall procure and maintain the following insurance coverage and Certificates of Insurance will be provided to the Owner upon written request. The insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(1)	Worker's Compensation	Statutory Limits
(2)	General Liability Per Claim/Aggregate	\$1,000,000/\$2,000,000
(3)	Automobile Liability Combined Single Limit	\$1,000,000
(4)	Excess Umbrella Liability Per Claim/Aggregate	\$5,000,000/\$5,000,000
(5)	Professional Liability Per Claim/Aggregate	\$5,000,000/\$5,000,000

- 7.2 Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, the collective aggregate liability of the Engineer and its officers, directors, employees, or consultants, to anyone claiming by, through or under Owner for any claims, losses, costs, or damages arising out of, resulting from, of in any way related to the Project or the Agreement for any claim or cause of action, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity, subrogation, or warranty (express or implied), hereafter referred to as the "Claims", shall not exceed the total remaining insurance proceeds available under the terms and conditions of Engineer's responding insurance policy.

## 8. **INDEMNIFICATION AND MUTUAL WAIVER**

- 8.1 To the fullest extent permitted by law, Engineer shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages ("Losses") arising out of or relating to the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by the Engineer's grossly negligent acts or omissions.

- 8.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless the Engineer and its officers, directors, employees, and consultants from and against all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, or others retained by or under contract to the Owner, negligent acts or omissions, willful misconduct, or breach of this Agreement.
- 8.3 To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, exemplary, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
- 8.4 In the event Losses or expenses are caused by the joint or concurrent fault of the Engineer and Owner, they shall be borne by each party in proportion to their respective fault, as determined by a mediator or court of competent jurisdiction.
- 8.5 The Owner acknowledges that the Engineer is a business corporation and not a professional service corporation, and further acknowledges, accepts, and agrees that the Engineer's officers, directors, and employees shall not be subject to any personal liability for services provided under this Agreement.

## 9. **TERM & TERMINATION**

- 9.1 The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until the parties have performed their obligations under the Agreement's terms and conditions ("Term").
- 9.2 In addition to any other express termination right set forth elsewhere in this Agreement:
- (1) Engineer may terminate this Agreement, effective on written notice to Owner, if: (i) Owner fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after Engineer's delivery of written notice thereof; or (ii) there have been three (3) or more such payment failures in the preceding twelve (12) month period, regardless of whether any such failures were timely cured.
  - (2) Either party may terminate this Agreement effective on written notice to the other party if the other party materially breaches this Agreement through no fault of the terminating

party, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching party provides the breaching party with written notice of such breach.

- (3) Either party may terminate this Agreement, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business .

- 9.3 If this Agreement is terminated by either party, the Engineer shall be paid for all Services performed through the effective date of termination, including reimbursable expenses. In the event of termination, the Owner will receive reproducible copies of Drawings, Specifications and other documents completed by the Engineer up to the effective date of termination.

## **10. USE OF DOCUMENTS**

- 10.1 All documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by Engineer to Owner pursuant to this Agreement) are instruments of service in respect to this Project, and the Engineer shall retain an ownership and property interest therein (including the copyright and right of reuse at the discretion of the Engineer) regardless of the Project's completion. Owner shall not rely in any way on any document unless it is in printed form, signed or sealed by the Engineer or one of its consultants.
- 10.2 Either party to this Agreement may rely on data or information set forth on paper (also known as hard copy) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Information in electronic format or text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience and not for reliance by the receiving party. The use of such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies will govern.



- 10.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests and/or procedures within sixty (60) calendar days of receipt, after which the receiving party shall be deemed to have accepted the transferred data thus. Any transmittal errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files.
- 10.4 When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such information resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the creator.
- 10.5 The Engineer's document retention policy will be followed upon Project closeout. Executed copies of agreements, work orders, letters of understanding or proposals; design or other documents created by the Engineer or received from the Owner or a third party; plan review submittals from a third party and the Engineer's review of those submittals; and studies or reports prepared by the Engineer, will be kept for time periods set forth in the Engineer's document retention policy.

#### **11. SUCCESSORS, ASSIGNS AND BENEFICIARIES**

- 11.1 Owner and Engineer are hereby bound, as are their respective successors, assigns, employees, and representatives to the other party to this Agreement with respect to all covenants, terms, promises, and obligations contained herein.
- 11.2 Neither the Owner nor Engineer may assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that are due or may become due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is required by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
- 11.3 Unless expressly provided otherwise in this Agreement, nothing contained shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, or other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

12. **DISPUTE RESOLUTION** Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation, and performance thereof (“Disputes”) shall be resolved with the following procedures:

12.1 Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within thirty (30) calendar days (the “Negotiation”) from the date of notice prior to invoking the procedures of paragraph 12.2 or other provisions of the Agreement, or exercising their rights under law.

12.2 If the dispute has not been resolved by Negotiation in accordance with Section 12.1, then the parties agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 calendar days of notice if the Dispute unless the parties mutually agree to a longer period. If such mediation is unsuccessful in resolving a Dispute, then the parties may seek to have the Dispute resolved by a court of competent jurisdiction.

13. **MISCELLANEOUS PROVISIONS**

13.1 This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

13.2 Any notice required under this Agreement will be in writing and addressed to the designated party at its address on the signature page. Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

13.3 All express representations, waivers, indemnifications, and limitations of liability in this Agreement will survive its completion and/or termination.

13.4 Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

- 13.5 No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 13.6 To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.
- 13.7 This Agreement, together with any other documents incorporated herein by reference, constitutes the entire agreement between Owner and Engineer and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.
- 13.8 With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.
- 13.9 This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Engineer:

Baxter & Woodman, Inc.

By: \_\_\_\_\_

Title: Vice President

Date Signed: April 25, 2025

Address for giving notices:

8678 Ridgefield Road

Crystal Lake, IL 60012

Designated Representative:

Joe Wilhelmsen, PE, Project Manager

Phone Number: 815-444-3333

Email Address: [jwilhelmsen@baxterwoodman.com](mailto:jwilhelmsen@baxterwoodman.com)

Owner:

Village of Bensenville, IL

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Address for giving notices:

12 South Center Street

Bensenville, Illinois 60106

Designated Representative:

Joe Caracci, PE, Director of Public Works

Phone Number: 630-350-3431

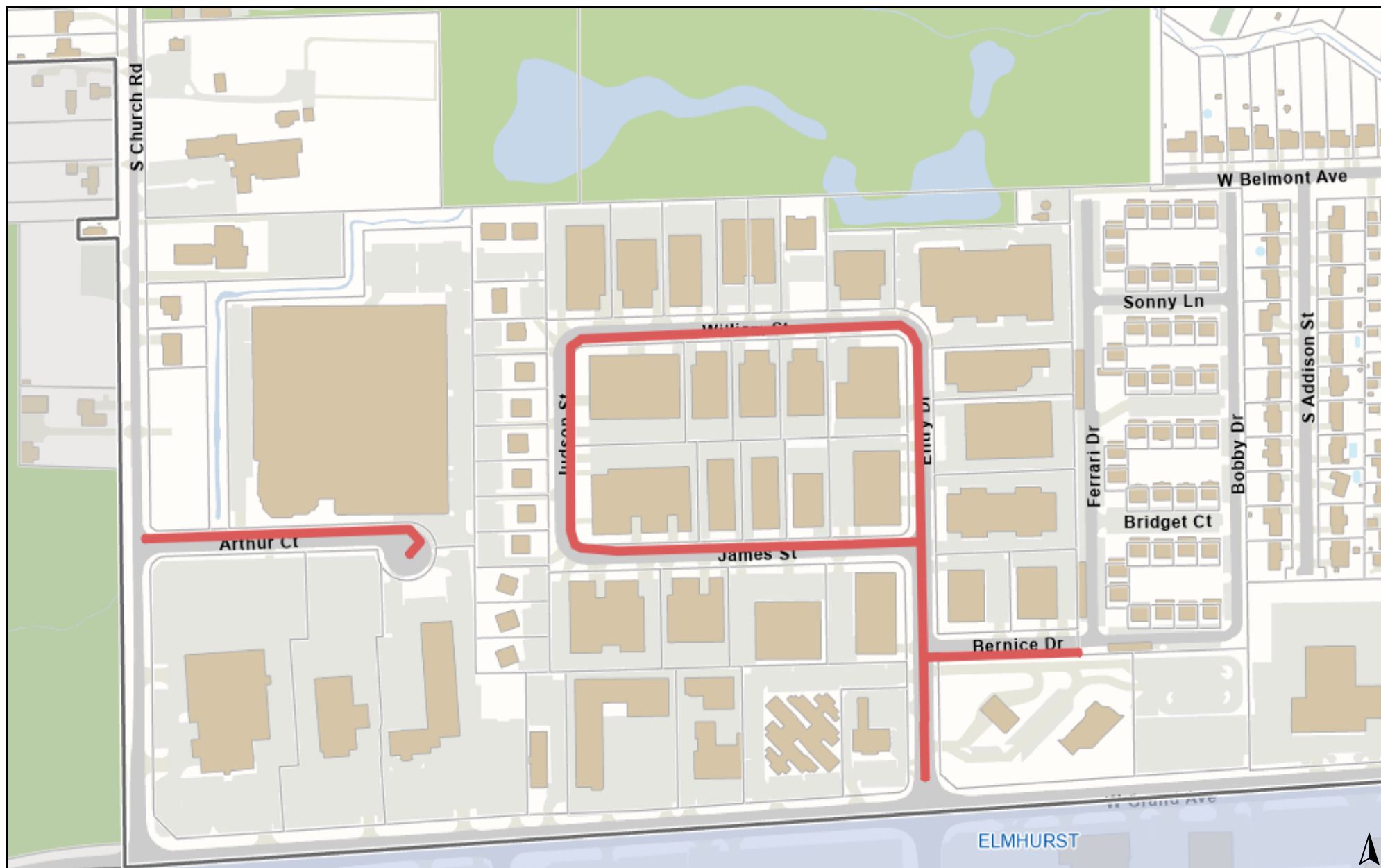
Email Address: [jcaracci@bensenville.il.us](mailto:jcaracci@bensenville.il.us)

VILLAGE OF BENSENVILLE, ILLINOIS  
SOUTH INDUSTRIAL BUSINESS DISTRICT IMPROVEMENTS  
FINAL DESIGN

EXHIBIT D

**ANTICIPATED PROJECT SCHEDULE INCLUDING ADDENDUM 2**

Receive Notice to Proceed from Village	October 2022
Kick-Off Meeting	October 2022
Original Data Collection and Survey	Nov-Dec 2022
Preliminary Plans, Estimates to Village for review	August 2023
Supplemental Data Collection and Survey for Addendum 1	April 2024
Agency Coordination and Submittal of applicable permits	May-June 2024
Prefinal Plans, Specs, Estimates to Village for Review	July 2024
Final Plans, Specs, Estimates to Village for Review (Arthur)	January 2025
Bid Advertisement (Arthur)	Feb 2025
Bid Opening (Arthur)	March 2025
Final Plans, Specs, Estimates to Village for Review (SIBD)	April 2025
Construction (Arthur)	May-Sep 2025
Utility Relocations (SIBD)	May-Sep 2025
Bid Advertisement (SIBD)	October 9, 2025
Bid Opening (SIBD)	October 30, 2025
Construction (SIBD)	March-Nov 2026



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Print Date: 11/7/2023

**Notes**

Revised November 2023

**TYPE:**Resolution**SUBMITTED BY:**Brad Hargett**DEPARTMENT:**Public Works**DATE:**May 20, 2025**DESCRIPTION:**

Resolution Authorizing the Execution of a Final Balancing Change Order #1 with Chicagoland Paving Contractors, Inc. for the Village Hall Parking Lot Reconstruction Project for a decrease of \$48,596.43 for a revised final contract amount of \$735,819.21.

***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:**

Discretion of the Committee (Unanimously approved 4-0)

**DATE:**

May 13, 2025

**BACKGROUND:**

The Village Hall Parking Lot Reconstruction Project was substantially completed in November 2024. Final inspection of restoration and pavement markings occurred in April 2025 with minor punch list items remaining. The original contract with Chicagoland Paving Contractors, Inc. was in the amount of \$784,415.64 was approved on June 18, 2024, with resolution R-103-2024. The proposed improvements included moving the parking lot slightly west to allow for a wider sidewalk area along the alley to accommodate permanent metal canopy structures. The new canopy structures eliminated the temporary festival structures. 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.

**KEY ISSUES:**

The project is now complete, and the final contract value is \$735,891.21, which is a decrease of \$48,596.43 to the original approved contract value. The decrease in costs is attributed to field conditions resulting in less earth excavation and aggregate base course.

**ALTERNATIVES:**

Discretion of the Village Board

**RECOMMENDATION:**

Staff recommends approval of a Resolution Authorizing the Execution of a Final Balancing Change Order #1 with Chicagoland Paving Contractors, Inc., for the Village Hall Parking Lot Reconstruction Project for a decrease of \$48,596.43 for a revised final contract amount of \$735,819.21.

**BUDGET IMPACT:**

This final balancing change order will return \$48,596.43 to the TIF 12 Fund account #37980800-593000-24627.

**ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of a Final Balancing Change Order #1 with Chicagoland Paving Contractors, Inc. for the Village Hall Parking Lot Reconstruction Project for a decrease of \$48,596.43 for a revised final contract amount of \$735,819.21.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	5/7/2025	Resolution Letter
Change Order No. 1 (Final)	5/7/2025	Backup Material
Original Resolution	5/7/2025	Backup Material



**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE EXECUTION OF A FINAL  
BALANCING CHANGE ORDER #1 CHICAGOLAND PAVING  
CONTRACTOR, INC. FOR THE VILLAGE HALL PARKING LOT  
RECONSTRUCTION PROJECT FOR A DECREASE OF \$48,596.43, FOR  
A REVISED FINAL CONTRACT AMOUNT OF \$735,819.21**

WHEREAS, Chapter 720, Section 5/33-E-9 of the Illinois Compiled Statutes effective 2023 requires change orders on public contracts involving an increase or decrease by a total of Twenty-Five Thousand Dollars (\$25,000) or more in value or the time of completion by a total of one-hundred eighty (180) 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 \$784,415.64 was approved by the Village Board on June 18, 2024 (R-103-2024); and

WHEREAS, the construction improvements have been completed on the Village Hall Parking Lot Reconstruction Project; and

WHEREAS, the final cost of improvements is \$735,819.21, which is a decrease of \$48,596.43 or 6.2% to the original awarded contract amount.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution Authorizing the Execution of a Final Balancing Change Order #1 with Chicagoland Paving Contractors, Inc. for the Village Hall Parking Lot Reconstruction Project for a decrease of \$48,596.43, for a revised final contract amount of \$735,819.21. The nature of the change order included balancing of contract quantities reflecting field conditions. Primary decrease is attributed to field conditions resulting in less earth excavation and aggregate base course.

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 May 20, 2025.

APPROVED:

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

ATTEST:

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

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

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

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

**REQUEST FOR AUTHORIZATION OF CHANGES  
CHANGE ORDER NO. 1 - FINAL**

**B**

Project Name: Village Hall Parking Lot Reconstruction Project (Project #24.6.27)

To: Village of Bensenville  
717 E. Jefferson Street  
Bensenville, IL 60106

Contractor: Chicagoland Paving Contractors Inc  
225 Tesler Road  
Lake Zurich, IL 60047

Date: 5/1/2025

The following change from the Plans in the construction of the above designated project is recommended:

ITEM	DESCRIPTION	ADDITIONS	DEDUCTIONS
#1-52, #54-55	Final Quantity Balancing		\$101,191.19
	AUTHORIZATION #1		
AUP #1	Furnish and Install New 200A 240V Lighting Controller	\$13,400.00	
	AUTHORIZATION #2		
AUP #2	Cantenary Pole, Aluminum, 15.5'	\$50,100.00	
#53	Cantenary Pole, Aluminum, 17.0'		\$73,200.00
	AUTHORIZATION #3		
AUP #3	Adjust Composite Concrete Handhole	\$2,900.00	
	AUTHORIZATION #4		
AUP #4	PCC Pad	\$3,600.00	
	AUTHORTIZATION #5		
AUP #5	10" Reinforced Concrete PCC Sidewalk	\$53,337.75	
	AUTHORIZATION #6		
AUP #6	Additional Traffic Control	\$2,457.00	
	TOTAL	\$125,794.75	\$174,391.19

Amount of this Order:	-\$48,596.43
Amount of Previous Orders:	\$0.00
Original Contract Amount:	\$784,415.64
Original Contract Amount and Orders:	\$735,819.21

The work covered by this Order shall be performed under the same terms and conditions as that included in the Original Contract.

Requested by:	Michael Galasso, Civiltech Engineering, Inc.	<i>Michael Galasso</i>	5/1/25
Reviewed by:	Brad Hargett, Assistant Village Engineer	<i>Brad Hargett</i>	5/6/2025
Recommended by:	Joe Caracci, Director of Public Works	<i>Joe Caracci</i>	5/6/25
Approved by:	Frank DeSimone, Village President	<i>Frank DeSimone</i>	
Accepted by:	Chris Garwacki, Chicagoland Paving Contractors, Inc	<i>Chris Garwacki</i>	5-5-25

**RESOLUTION NO. R-103-2024**

**AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT  
TO CHICAGOLAND PAVING CONTRACTOR, INC. OF LAKE ZURICH, IL  
FOR THE VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT IN  
THE NOT-TO-EXCEED AMOUNT OF \$784,415.64**

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

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

WHEREAS the Village of Bensenville strives to provide quality services to its residents; and

WHEREAS pavement maintenance is one of the core services provided by the Village; and

WHEREAS Tax Increment Financing District 12 (TIF 12) was previously established to generate funds to perform various levels of infrastructure improvements within its respective boundaries; and

WHEREAS the limits of Village Hall Parking Lot Reconstruction Project will be the section of the existing parking lot located to the west of Village Hall at 12 South Center Street; and

WHEREAS based on the deteriorating conditions, geographical location, substandard pavement design, and the 2023 pavement condition index (PCI) rating for the Village Hall Parking Lot is thirty-seven (37), Village staff has identified this section of the Village Hall parking lot for reconstruction in 2024; and

WHEREAS the scope of this project includes a complete reconstruction of the parking lot with full depth pavement, 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; and

WHEREAS the project was advertised for bid on May 16, 2024 with a bid opening date of June 4, 2024; and

WHEREAS Chicagoland Paving Contractors, Inc. of Lake Zurich, IL submitted the lowest responsible bid at the June 4, 2024 bid opening, in the amount of \$784,415.64.

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.

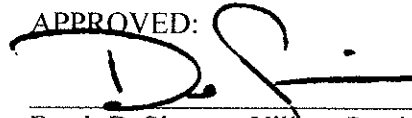
SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution executing a construction contract to Chicagoland Paving Contractors, Inc. of Lake Zurich, IL for the Village Hall Parking Lot Reconstruction Project in the not-to-exceed amount of \$784,415.64.

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 June 18, 2024.

APPROVED:

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

ATTEST:

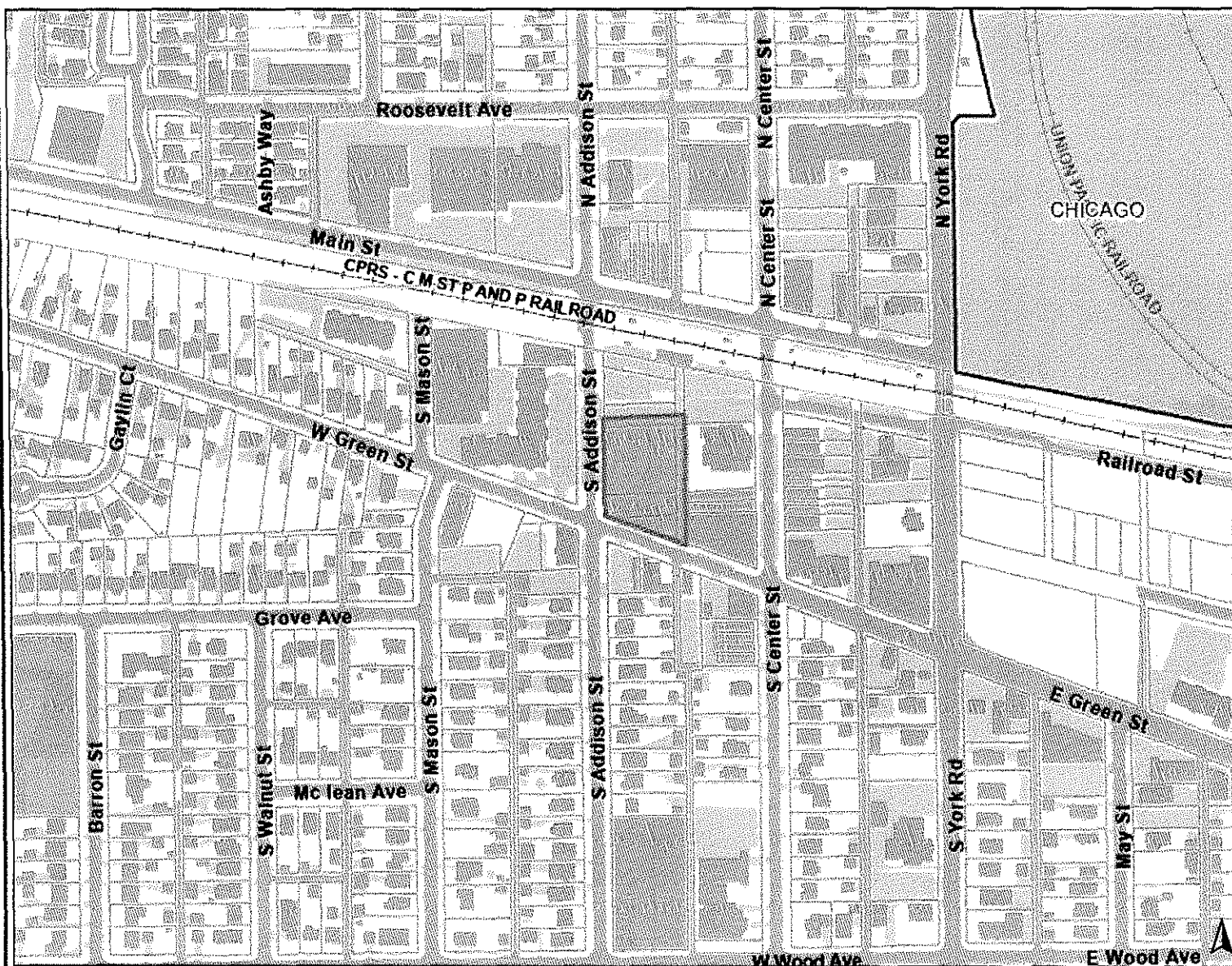
  
\_\_\_\_\_  
Nancy Quinn, Village Clerk

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

NAYS: None

ABSENT: None

# GIS Consortium Village Hall Parking Lot Reconstruction Project



Legend

Notes

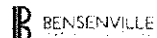
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Print Date: 12/20/2023

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.

Project: VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT (24.6.27)  
 BID TABULATION SHEET  
 BIDS OPENED: JUNE 4, 2024 BID AT 11:00 A.M.

ITEM NO.	PAY ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		CHICAGOLAND PAVING CONTRACTORS, INC.		LOW BID COMPARISON		UNIT PRICE COMPARISON			
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT DIFF.	BID DIFF.	LOW UNIT PRICE	HIGH UNIT PRICE	AVE. UNIT PRICE	WEIGHTED AVE. UNIT PRICE
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	12	\$40.00	\$480.00	\$100.00	\$1,200.00	\$60.00	\$720.00	\$57.00	\$200.00	\$95.94	\$85.08
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,623	\$50.00	\$81,150.00	\$37.50	\$60,862.50	(\$12.50)	(\$20,287.50)	\$30.00	\$62.30	\$48.55	\$49.35
3	FURNISHED EXCAVATION	CU YD	22	\$50.00	\$1,100.00	\$30.00	\$660.00	(\$20.00)	(\$440.00)	\$30.00	\$65.00	\$44.40	\$43.36
4	TRENCH BACKFILL	CU YD	3	\$100.00	\$300.00	\$30.00	\$90.00	(\$70.00)	(\$210.00)	\$25.00	\$146.00	\$73.95	\$70.10
5	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	332	\$8.00	\$2,656.00	\$5.00	\$1,660.00	(\$3.00)	(\$996.00)	\$2.00	\$12.00	\$5.20	\$4.59
6	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1,000	\$5.00	\$5,000.00	\$5.00	\$5,000.00	\$0.00	\$0.00	\$0.10	\$9.00	\$4.67	\$4.71
7	TOPSOIL FURNISH AND PLACE, 24"	SQ YD	235	\$20.00	\$4,700.00	\$45.00	\$10,575.00	\$25.00	\$5,875.00	\$22.00	\$54.00	\$38.00	\$38.00
8	SODDING, SALT TOLERANT	SQ YD	1,000	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$0.00	\$0.00	\$13.00	\$31.00	\$19.77	\$19.03
9	SUPPLEMENTAL WATERING	UNIT	15	\$30.00	\$450.00	\$0.01	\$0.15	(\$29.99)	(\$449.85)	\$0.01	\$55.00	\$14.65	\$10.37
10	INLET FILTERS	EACH	9	\$225.00	\$2,025.00	\$215.00	\$1,935.00	(\$10.00)	(\$90.00)	\$15.00	\$285.00	\$155.63	\$157.50
11	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	111	\$50.00	\$5,550.00	\$20.00	\$2,220.00	(\$30.00)	(\$3,330.00)	\$20.00	\$110.00	\$63.79	\$63.39
12	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	3,290	\$10.00	\$32,900.00	\$10.00	\$32,900.00	\$0.00	\$0.00	\$10.00	\$24.00	\$13.26	\$12.01
13	PREPARATION OF BASE	SQ YD	336	\$2.50	\$840.00	\$2.50	\$840.00	\$0.00	\$0.00	\$2.00	\$20.00	\$6.15	\$4.53
14	AGGREGATE BASE REPAIR	TON	18	\$40.00	\$720.00	\$50.00	\$900.00	\$10.00	\$180.00	\$18.00	\$63.49	\$44.50	\$45.75
15	AGGREGATE FOR TEMPORARY ACCESS	TON	80	\$30.00	\$2,400.00	\$25.00	\$2,000.00	(\$5.00)	(\$400.00)	\$1.00	\$60.00	\$30.87	\$31.00
16	BITUMINOUS MATERIALS (PRIME COAT)	POUND	7,470	\$0.40	\$2,988.00	\$0.01	\$74.70	(\$0.39)	(\$2,913.30)	\$0.01	\$1.00	\$0.21	\$0.11
17	BITUMINOUS MATERIALS (TACK COAT)	POUND	1,494	\$0.40	\$597.60	\$0.01	\$14.94	(\$0.39)	(\$582.66)	\$0.01	\$1.00	\$0.30	\$0.24
18	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	788	\$95.00	\$74,860.00	\$100.00	\$78,800.00	\$5.00	\$3,940.00	\$87.70	\$135.00	\$107.87	\$106.71
19	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5,MIX "D", N50	TON	394	\$100.00	\$39,400.00	\$105.00	\$41,370.00	\$5.00	\$1,970.00	\$91.85	\$150.00	\$121.89	\$122.21
20	PROTECTIVE COAT	SQ YD	260	\$1.50	\$390.00	\$5.25	\$1,365.00	\$3.75	\$975.00	\$0.50	\$5.25	\$1.78	\$1.42
21	DETECTABLE WARNINGS	SQ FT	40	\$40.00	\$1,600.00	\$68.00	\$2,720.00	\$28.00	\$1,120.00	\$25.00	\$68.00	\$42.29	\$40.89
22	DRIVEWAY PAVEMENT REMOVAL	SQ YD	28	\$15.00	\$420.00	\$15.00	\$420.00	\$0.00	\$0.00	\$13.00	\$38.83	\$20.09	\$18.14
23	CURB REMOVAL	FOOT	1,560	\$15.00	\$23,400.00	\$4.50	\$7,020.00	(\$10.50)	(\$16,380.00)	\$4.50	\$25.00	\$10.42	\$8.98
24	SIDEWALK REMOVAL	SQ FT	1,688	\$2.50	\$4,220.00	\$1.00	\$1,688.00	(\$1.50)	(\$2,532.00)	\$1.00	\$5.00	\$2.44	\$2.26
25	PORTLAND CEMENT CONCRETE SHOULDERS 9"	SQ YD	58	\$100.00	\$5,800.00	\$185.00	\$10,730.00	\$85.00	\$4,930.00	\$143.00	\$759.50	\$284.19	\$228.50
26	STORM SEWERS, CLASS B, TYPE 1 12"	FOOT	15	\$100.00	\$1,500.00	\$250.00	\$3,750.00	\$150.00	\$2,250.00	\$178.75	\$364.00	\$244.47	\$235.50
27	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	3	\$2,500.00	\$7,500.00	\$4,375.00	\$13,125.00	\$1,875.00	\$5,625.00	\$2,460.00	\$5,735.00	\$3,857.50	\$3,777.50
28	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	5	\$500.00	\$2,500.00	\$985.00	\$2,925.00	\$85.00	\$425.00	\$450.00	\$1,100.00	\$669.38	\$634.17
29	CONCRETE CURB, TYPE B	FOOT	96	\$30.00	\$2,880.00	\$80.00	\$7,680.00	\$50.00	\$4,800.00	\$28.00	\$85.45	\$57.22	\$57.38
30	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1,122	\$33.00	\$37,026.00	\$56.75	\$63,673.50	\$23.75	\$26,647.50	\$28.00	\$90.00	\$47.20	\$43.27
31	SIGN PANEL - TYPE 1	SQ FT	19	\$35.00	\$665.00	\$30.00	\$570.00	(\$5.00)	(\$95.00)	\$25.00	\$74.05	\$40.20	\$37.09
32	TELESCOPING STEEL SIGN SUPPORT	FOOT	70	\$25.00	\$1,750.00	\$25.00	\$1,750.00	\$0.00	\$0.00	\$20.00	\$56.96	\$35.26	\$34.19
33	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	63	\$10.00	\$630.00	\$11.50	\$724.50	\$1.50	\$94.50	\$5.00	\$18.00	\$9.91	\$9.38
34	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1,683	\$6.00	\$10,098.00	\$4.20	\$7,068.60	(\$1.80)	(\$3,029.40)	\$1.35	\$4.20	\$2.51	\$2.43
35	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	13	\$20.00	\$260.00	\$10.00	\$130.00	(\$10.00)	(\$130.00)	\$6.00	\$10.00	\$8.04	\$8.06
36	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	1,000	\$10.00	\$10,000.00	\$23.00	\$23,000.00	\$13.00	\$13,000.00	\$18.00	\$23.50	\$20.83	\$20.86
37	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/2 NO. 8	FOOT	5,920	\$1.25	\$7,400.00	\$1.05	\$6,216.00	(\$0.20)	(\$1,184.00)	\$1.00	\$2.55	\$1.26	\$1.09
38	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	123	\$400.00	\$49,200.00	\$310.00	\$38,130.00	(\$90.00)	(\$11,070.00)	\$188.00	\$350.00	\$300.38	\$310.83
39	REMOVAL OF POLE FOUNDATION	EACH	11	\$900.00	\$9,900.00	\$625.00	\$6,875.00	(\$275.00)	(\$3,025.00)	\$385.00	\$700.00	\$608.75	\$630.83
40	RELOCATE EXISTING LIGHTING UNIT	EACH	11	\$1,000.00	\$11,000.00	\$1,625.00	\$17,875.00	\$625.00	\$6,875.00	\$630.00	\$1,800.00	\$1,535.75	\$1,642.67



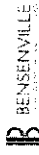
Project: VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT (24.6.27)

BID TABULATION SHEET

BIDS OPENED: JUNE 4, 2024 BID AT 11:00 A.M.

BID TABULATION SHEET				ENGINEER'S ESTIMATE		CHICAGOLAND PAVING CONTRACTORS, INC.		LOW BID COMPARISON		UNIT PRICE COMPARISON			
BIDS OPENED: JUNE 4, 2024 BID AT 11:00 A.M.													
ITEM NO.	PAY ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT DIFF.	BID DIFF.	LOW UNIT PRICE	HIGH UNIT PRICE	AVE. UNIT PRICE	WEIGHTED AVE. UNIT PRICE
41	STREET SWEEPING	HOURL	20	\$200.00	\$4,000.00	\$0.01	\$0.20	(\$199.99)	(\$3,999.80)	\$0.01	\$260.00	\$159.50	\$169.33
42	BRICK PAVER REMOVAL	SQ FT	2,559	\$5.00	\$12,795.00	\$1.25	\$3,198.75	(\$3.75)	(\$9,596.25)	\$1.25	\$10.00	\$3.61	\$2.93
43	HANDHOLE, COMPOSITE CONCRETE (SPECIAL)	EACH	6	\$700.00	\$4,200.00	\$1,150.00	\$6,900.00	\$450.00	\$2,700.00	\$1,100.00	\$3,080.00	\$1,414.38	\$1,189.17
44	MODIFY EXISTING LIGHTING CONTROLLER	EACH	1	\$3,000.00	\$3,000.00	\$4,925.00	\$4,925.00	\$1,925.00	\$1,925.00	\$3,720.00	\$6,512.00	\$4,561.50	\$4,376.67
45	CONSTRUCTION LAYOUT	L SUM	1	\$10,000.00	\$10,000.00	\$15,500.00	\$15,500.00	\$5,500.00	\$5,500.00	\$5,995.00	\$183,000.00	\$37,068.56	\$17,925.58
46	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	2	\$700.00	\$1,400.00	\$585.00	\$1,170.00	(\$115.00)	(\$230.00)	\$500.00	\$1,460.00	\$740.63	\$660.83
47	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	3	\$1,800.00	\$5,400.00	\$2,530.00	\$7,590.00	\$730.00	\$2,190.00	\$650.00	\$2,530.00	\$2,015.00	\$2,156.67
48	DUST CONTROL WATERING	UNIT	5	\$200.00	\$1,000.00	\$0.01	\$0.05	(\$199.99)	(\$999.95)	\$0.01	\$1,000.00	\$196.01	\$94.68
49	CONTAMINATED WASTE DISPOSAL	CU YD	50	\$140.00	\$7,000.00	\$50.00	\$2,500.00	(\$90.00)	(\$4,500.00)	\$49.50	\$175.00	\$96.25	\$80.92
50	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3,445	\$10.00	\$34,450.00	\$15.75	\$54,258.75	\$5.75	\$19,808.75	\$9.00	\$27.25	\$13.58	\$12.06
51	CANOPY SHELTER	EACH	5	\$30,000.00	\$150,000.00	\$22,500.00	\$112,500.00	(\$7,500.00)	(\$37,500.00)	\$22,500.00	\$46,400.00	\$35,272.80	\$35,547.07
52	CANOPY SHELTER ELECTRICAL SYSTEM	EACH	5	\$2,000.00	\$10,000.00	\$4,125.00	\$20,625.00	\$2,125.00	\$10,625.00	\$3,960.00	\$4,750.00	\$4,255.75	\$4,222.67
53	CATENARY POLE, ALUMINUM, 17'	EACH	6	\$7,500.00	\$45,000.00	\$12,200.00	\$73,200.00	\$4,700.00	\$28,200.00	\$9,650.00	\$12,500.00	\$11,044.38	\$11,034.17
54	CATENARY LIGHTS	FOOT	370	\$6.00	\$2,220.00	\$23.00	\$8,510.00	\$17.00	\$6,290.00	\$16.00	\$23.50	\$18.87	\$18.58
TOTAL:				\$751,720.60									
(1) BIDDER'S HAND ENTERED TOTAL BID						(1)	\$784,415.64						
(2) SUMMATION OF HAND ENTERED TOTALS EXTENDED:						(2)	\$784,415.64						
(3) DIFFERENCE IN BID SUMMATIONS:						(3)	\$0.00						
(4) ACTUAL ENTERED BID:						(4)	\$784,415.64						



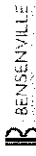


Project: VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT (24.6.27)

BID TABULATION SHEET

BIDS OPENED: JUNE 4, 2024 BID AT 11:00 A.M.

ITEM NO.	PAY ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		CHICAGO LAND PAVING CONTRACTORS, INC.		ABBEY COMPANY, INC.		RW DUNTEMAN COMPANY		A LAMP CONCRETE CONTRACTORS, INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	12	\$400.00	\$4,800.00	\$100.00	\$1,200.00	\$89.50	\$1,074.00	\$200.00	\$2,400.00	\$80.00	\$960.00
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,823	\$50.00	\$91,150.00	\$37.50	\$68,662.50	\$62.30	\$101,112.90	\$60.57	\$98,305.11	\$42.00	\$66,166.00
3	FURNISHED EXCAVATION	CU YD	22	\$50.00	\$1,100.00	\$30.00	\$660.00	\$62.00	\$1,364.00	\$33.16	\$729.52	\$45.00	\$990.00
4	TRENCH BACKFILL	CU YD	3	\$100.00	\$300.00	\$30.00	\$90.00	\$89.10	\$267.30	\$25.00	\$75.00	\$86.00	\$258.00
5	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SD YD	332	\$8.00	\$2,656.00	\$5.00	\$1,660.00	\$7.30	\$2,423.60	\$3.26	\$1,082.32	\$12.00	\$3,984.00
6	TOPSOIL FURNISH AND PLACE, 4"	SD YD	1,000	\$5.00	\$5,000.00	\$5.00	\$5,000.00	\$8.65	\$8,650.00	\$0.10	\$100.00	\$7.50	\$7,500.00
7	TOPSOIL FURNISH AND PLACE, 24"	SD YD	235	\$20.00	\$4,700.00	\$45.00	\$10,575.00	\$45.50	\$10,692.50	\$32.00	\$7,520.00	\$37.50	\$8,812.50
8	SODDING, SALT TOLERANT	SD YD	1,000	\$15.00	\$15,000.00	\$15.00	\$15,000.00	\$15.15	\$15,150.00	\$26.00	\$26,000.00	\$13.00	\$13,000.00
9	SUPPLEMENTAL WATERING	UNIT	15	\$30.00	\$450.00	\$0.01	\$0.15	\$55.00	\$825.00	\$0.10	\$1.50	\$1.00	\$15.00
10	INLET FILTERS	EACH	9	\$225.00	\$2,025.00	\$215.00	\$1,935.00	\$225.00	\$2,025.00	\$200.00	\$1,800.00	\$15.00	\$135.00
11	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	111	\$50.00	\$5,550.00	\$20.00	\$2,220.00	\$70.90	\$7,869.90	\$75.43	\$8,372.73	\$30.00	\$3,300.00
12	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SD YD	3,290	\$10.00	\$32,900.00	\$10.00	\$32,900.00	\$11.35	\$37,341.50	\$15.82	\$52,047.80	\$18.00	\$59,220.00
13	PREPARATION OF BASE	SD YD	336	\$2.50	\$840.00	\$2.50	\$840.00	\$2.50	\$840.00	\$2.17	\$725.12	\$4.00	\$1,344.00
14	AGGREGATE BASE REPAIR	TON	18	\$40.00	\$720.00	\$50.00	\$900.00	\$62.50	\$1,125.00	\$63.49	\$1,142.82	\$18.00	\$324.00
15	AGGREGATE FOR TEMPORARY ACCESS	TON	80	\$30.00	\$2,400.00	\$25.00	\$2,000.00	\$22.50	\$1,800.00	\$26.49	\$2,119.20	\$1.00	\$80.00
16	BITUMINOUS MATERIALS (PRIME COAT)	POUND	7,470	\$0.40	\$2,988.00	\$0.01	\$74.70	\$0.10	\$747.00	\$0.01	\$74.70	\$0.01	\$74.70
17	BITUMINOUS MATERIALS (TACK COAT)	POUND	1,494	\$0.40	\$597.60	\$0.01	\$14.94	\$0.10	\$149.40	\$0.78	\$1,165.32	\$0.01	\$14.94
18	HOT-MIX ASPHALT BINDER COURSE, IL-19-B, N50	TON	788	\$95.00	\$74,860.00	\$100.00	\$78,800.00	\$87.70	\$69,107.60	\$116.25	\$91,605.00	\$135.00	\$106,380.00
19	HOT-MIX ASPHALT SURFACE COURSE, IL-19.5 MIX "D", N50	TON	384	\$100.00	\$38,400.00	\$105.00	\$41,370.00	\$91.85	\$36,188.80	\$137.26	\$54,080.44	\$150.00	\$58,100.00
20	PROTECTIVE COAT	SD YD	280	\$1.50	\$390.00	\$5.25	\$1,365.00	\$1.00	\$260.00	\$0.50	\$130.00	\$1.00	\$260.00
21	DETECTABLE WARNINGS	SD FT	40	\$40.00	\$1,600.00	\$68.00	\$2,720.00	\$25.00	\$1,000.00	\$35.32	\$1,412.80	\$25.00	\$1,000.00
22	DRIVEWAY PAVEMENT REMOVAL	SD YD	78	\$15.00	\$1,170.00	\$15.00	\$1,170.00	\$19.85	\$1,548.30	\$38.83	\$3,028.74	\$14.00	\$1,092.00
23	CURB REMOVAL	FOOT	1,560	\$2.50	\$3,900.00	\$4.50	\$7,020.00	\$5.65	\$8,814.00	\$10.96	\$17,087.60	\$6.25	\$9,750.00
24	SIDEWALK REMOVAL	SD FT	1,688	\$4.20	\$7,090.00	\$1.00	\$1,688.00	\$2.35	\$3,966.80	\$3.68	\$6,211.84	\$1.50	\$2,532.00
25	PORTLAND CEMENT CONCRETE SHOULDERS 9"	SD YD	58	\$190.00	\$10,920.00	\$185.00	\$10,730.00	\$371.75	\$21,661.50	\$253.26	\$14,889.08	\$143.00	\$8,382.00
26	STORM SEWERS, CLASS B, TYPE 1 12"	FOOT	15	\$100.00	\$1,500.00	\$250.00	\$3,750.00	\$364.00	\$5,460.00	\$235.00	\$3,525.00	\$221.00	\$3,315.00
27	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	3	\$2,500.00	\$7,500.00	\$4,375.00	\$13,125.00	\$2,860.00	\$8,070.00	\$4,125.00	\$12,375.00	\$3,875.00	\$11,625.00
28	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	5	\$500.00	\$2,500.00	\$685.00	\$3,425.00	\$620.00	\$3,100.00	\$550.00	\$2,750.00	\$600.00	\$3,000.00
29	CONCRETE CURB, TYPE B	FOOT	96	\$30.00	\$2,880.00	\$80.00	\$7,680.00	\$42.50	\$4,080.00	\$51.77	\$4,969.92	\$52.00	\$4,992.00
30	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1,122	\$33.00	\$37,026.00	\$56.75	\$63,673.50	\$32.85	\$36,857.70	\$44.00	\$49,368.00	\$40.00	\$44,880.00
31	SIGN PANEL - TYPE 1	SD FT	19	\$35.00	\$665.00	\$30.00	\$570.00	\$44.85	\$852.15	\$74.05	\$1,406.95	\$25.00	\$475.00
32	TELESCOPING STEEL SIGN SUPPORT	FOOT	70	\$25.00	\$1,750.00	\$25.00	\$1,750.00	\$43.15	\$3,020.50	\$56.96	\$3,987.20	\$25.00	\$1,750.00
33	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SD FT	63	\$18.00	\$1,134.00	\$11.50	\$724.50	\$7.25	\$456.75	\$16.50	\$1,039.50	\$18.00	\$1,134.00
34	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1,683	\$6.00	\$10,098.00	\$4.20	\$7,068.60	\$1.70	\$2,861.10	\$1.35	\$2,272.05	\$1.50	\$2,524.50
35	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	13	\$20.00	\$260.00	\$10.00	\$130.00	\$8.10	\$105.30	\$7.25	\$94.25	\$8.00	\$104.00
36	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	1,000	\$10.00	\$10,000.00	\$23.00	\$23,000.00	\$22.15	\$22,150.00	\$18.00	\$18,000.00	\$20.00	\$20,000.00
37	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/2" NO. 8	FOOT	5,920	\$1.25	\$7,400.00	\$1.05	\$6,216.00	\$2.55	\$15,096.00	\$1.00	\$5,920.00	\$1.10	\$6,512.00
38	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	123	\$400.00	\$49,200.00	\$310.00	\$38,130.00	\$188.00	\$23,124.00	\$295.00	\$36,285.00	\$325.00	\$39,975.00
39	REMOVAL OF POLE FOUNDATION	EACH	11	\$900.00	\$9,900.00	\$625.00	\$6,875.00	\$385.00	\$4,235.00	\$600.00	\$6,600.00	\$660.00	\$7,260.00
40	RELOCATE EXISTING LIGHTING UNIT	EACH	11	\$1,000.00	\$11,000.00	\$1,625.00	\$17,875.00	\$530.00	\$5,830.00	\$1,560.00	\$17,160.00	\$1,725.00	\$18,975.00



Project: VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT (24.6.27)  
BID TABULATION SHEET  
BIDS OPENED- JUNE 4, 2024 BID AT 11:00 A.M.

ITEM NO.	PAY ITEM	ENGINEER'S ESTIMATE		CHICAGO LAND PAVING CONTRACTORS, INC.		ABBEE COMPANY, INC.		RW DUNTEMAN COMPANY		A LAMP CONCRETE CONTRACTORS, INC.	
		UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
41	STREET SWEEPING	HOUR	20	\$200.00	\$4,000.00	\$0.01	\$0.20	\$200.00	\$4,000.00	\$235.00	\$4,700.00
42	BRICK PAVEMENT REMOVAL	SQ FT	2,550	\$5.00	\$12,750.00	\$1.25	\$3,187.50	\$4.40	\$11,250.00	\$2.00	\$5,100.00
43	HANDHOLE, COMPOSITE CONCRETE (SPECIAL)	EACH	6	\$700.00	\$4,200.00	\$1,150.00	\$6,900.00	\$3,080.00	\$18,480.00	\$1,200.00	\$7,200.00
44	MODIFY EXISTING LIGHTING CONTROLLER	EACH	1	\$3,000.00	\$3,000.00	\$4,925.00	\$4,925.00	\$4,165.00	\$4,165.00	\$4,100.00	\$4,100.00
45	CONSTRUCTION LAYOUT	L SUM	1	\$10,000.00	\$10,000.00	\$15,500.00	\$15,500.00	\$5,985.00	\$5,985.00	\$15,000.00	\$15,000.00
46	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	2	\$700.00	\$1,400.00	\$585.00	\$1,170.00	\$1,460.00	\$2,920.00	\$800.00	\$1,600.00
47	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	3	\$1,800.00	\$5,400.00	\$2,530.00	\$7,590.00	\$2,435.00	\$7,305.00	\$1,500.00	\$4,500.00
48	DUST CONTROL WATERING	UNIT	5	\$200.00	\$1,000.00	\$0.01	\$0.05	\$250.00	\$1,250.00	\$25.00	\$125.00
49	CONTAMINATED WASTE DISPOSAL	CY YD	50	\$140.00	\$7,000.00	\$50.00	\$2,500.00	\$137.50	\$6,875.00	\$75.00	\$3,750.00
50	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3,445	\$10.00	\$34,450.00	\$15.75	\$54,258.75	\$9.65	\$33,244.25	\$6.37	\$21,915.75
51	CANOPY SHELTER	EACH	5	\$30,000.00	\$150,000.00	\$22,500.00	\$112,500.00	\$27,125.00	\$135,625.00	\$45,000.00	\$225,000.00
52	CANOPY SHELTER ELECTRICAL SYSTEM	EACH	5	\$2,000.00	\$10,000.00	\$4,125.00	\$20,625.00	\$4,320.00	\$21,600.00	\$4,350.00	\$21,750.00
53	CATENARY POLE, ALUMINUM, 17'	EACH	6	\$7,500.00	\$45,000.00	\$12,200.00	\$73,200.00	\$11,520.00	\$69,120.00	\$10,600.00	\$63,600.00
54	CATENARY LIGHTS	FOOT	370	\$6.00	\$2,220.00	\$23.00	\$8,510.00	\$18.10	\$6,697.00	\$17.75	\$6,567.50
TOTAL:					\$751,720.00						
(1) BIDDER'S HAND ENTERED TOTAL BID					(1) \$784,415.64	(1) \$787,714.05		(1) \$845,720.80		(1) \$888,573.14	
(2) SUMMATION OF HAND ENTERED TOTALS EXTENDED:					(2) \$784,415.64	(2) \$787,714.05		(2) \$845,720.80		(2) \$888,573.14	
(3) DIFFERENCE IN BID SUMMATIONS:					(3) \$0.00	(3) \$0.00		(3) \$0.00		(3) \$0.00	
(4) ACTUAL ENTERED BID:					(4) \$784,415.64	(4) \$787,714.05		(4) \$845,720.80		(4) \$888,573.14	

Project: VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT (24.6.27)  
BID TABULATION SHEET  
BIDS OPENED: JUNE 4, 2024 BID AT 11:00 A.M.

ITEM NO.	PAY ITEM	UNIT	QUANTITY	SCHROEDER ASPHALT SERVICES, INC.		MARTAM CONSTRUCTION		EVERLAST BLACKTOP, INC.		ALLIANCE CONTRACTOR, INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	12	\$80.00	\$960.00	\$86.00	\$1,032.00	\$57.00	\$684.00	\$75.00	\$900.00
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,623	\$60.00	\$97,380.00	\$52.00	\$84,396.00	\$44.00	\$71,412.00	\$30.00	\$48,690.00
3	FURNISHED EXCAVATION	CU YD	22	\$65.00	\$1,430.00	\$50.00	\$1,100.00	\$40.00	\$880.00	\$30.00	\$660.00
4	TRENCH BACKFILL	CU YD	3	\$27.00	\$81.00	\$146.00	\$438.00	\$100.00	\$300.00	\$88.50	\$265.50
5	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	332	\$4.00	\$1,328.00	\$5.00	\$1,660.00	\$2.00	\$664.00	\$3.00	\$996.00
6	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1,000	\$9.00	\$9,000.00	\$1.00	\$1,000.00	\$6.00	\$6,000.00	\$0.10	\$100.00
7	TOPSOIL FURNISH AND PLACE, 24"	SQ YD	235	\$54.00	\$12,690.00	\$36.00	\$8,460.00	\$22.00	\$5,170.00	\$32.00	\$7,520.00
8	SODDING, SALT TOLERANT	SQ YD	1,000	\$19.00	\$19,000.00	\$31.00	\$31,000.00	\$13.00	\$13,000.00	\$26.00	\$26,000.00
9	SUPPLEMENTAL WATERING	UNIT	15	\$50.00	\$750.00	\$1.00	\$15.00	\$10.00	\$150.00	\$0.10	\$1.50
10	INLET FILTERS	EACH	9	\$200.00	\$1,800.00	\$285.00	\$2,565.00	\$80.00	\$720.00	\$25.00	\$225.00
11	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	111	\$110.00	\$12,210.00	\$78.00	\$8,658.00	\$61.00	\$6,771.00	\$65.00	\$7,215.00
12	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	3,290	\$10.50	\$34,545.00	\$14.00	\$46,060.00	\$10.40	\$34,216.00	\$24.00	\$78,960.00
13	PREPARATION OF BASE	SQ YD	336	\$2.00	\$672.00	\$6.00	\$2,016.00	\$10.00	\$3,360.00	\$20.00	\$6,720.00
14	AGGREGATE BASE REPAIR	TON	18	\$40.00	\$720.00	\$62.00	\$1,116.00	\$42.00	\$756.00	\$18.00	\$324.00
15	AGGREGATE FOR TEMPORARY ACCESS	TON	80	\$60.00	\$4,800.00	\$45.00	\$3,600.00	\$42.00	\$3,360.00	\$25.00	\$2,000.00
16	BITUMINOUS MATERIALS (PRIME COAT)	POUND	7,470	\$0.01	\$74.70	\$0.01	\$74.70	\$1.00	\$7,470.00	\$0.50	\$3,735.00
17	BITUMINOUS MATERIALS (TACK COAT)	POUND	1,494	\$0.01	\$14.94	\$0.01	\$14.94	\$1.00	\$1,494.00	\$0.50	\$747.00
18	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	788	\$99.00	\$78,012.00	\$122.00	\$96,136.00	\$103.00	\$81,164.00	\$100.00	\$78,800.00
19	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5.MIX "D", N50	TON	394	\$109.00	\$42,946.00	\$136.00	\$53,584.00	\$126.00	\$49,644.00	\$120.00	\$47,280.00
20	PROTECTIVE COAT	SQ YD	260	\$1.50	\$390.00	\$1.00	\$260.00	\$3.00	\$780.00	\$1.00	\$260.00
21	DETECTABLE WARNINGS	SQ FT	40	\$40.00	\$1,600.00	\$48.00	\$1,920.00	\$47.00	\$1,880.00	\$50.00	\$2,000.00
22	DRIVEWAY PAVEMENT REMOVAL	SQ YD	28	\$13.00	\$364.00	\$22.00	\$616.00	\$18.00	\$504.00	\$20.00	\$560.00
23	CURB REMOVAL	FOOT	1,560	\$10.00	\$15,600.00	\$11.00	\$17,160.00	\$11.00	\$17,160.00	\$25.00	\$39,000.00
24	SIDEWALK REMOVAL	SQ FT	1,688	\$2.00	\$3,376.00	\$2.00	\$3,376.00	\$2.00	\$3,376.00	\$5.00	\$8,440.00
25	PORTLAND CEMENT CONCRETE SHOULDERS 9"	SQ YD	58	\$245.00	\$14,210.00	\$198.00	\$11,484.00	\$172.00	\$9,976.00	\$759.50	\$44,051.00
26	STORM SEWERS, CLASS B, TYPE 1 12"	FOOT	15	\$250.00	\$3,750.00	\$268.00	\$4,020.00	\$189.00	\$2,835.00	\$178.75	\$2,681.25
27	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	3	\$4,500.00	\$13,500.00	\$2,460.00	\$7,380.00	\$3,100.00	\$9,300.00	\$5,735.00	\$17,205.00
28	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	5	\$600.00	\$3,000.00	\$450.00	\$2,250.00	\$650.00	\$3,250.00	\$1,100.00	\$5,500.00
29	CONCRETE CURB, TYPE B	FOOT	96	\$28.00	\$2,688.00	\$44.00	\$4,224.00	\$74.00	\$7,104.00	\$85.45	\$8,203.20
30	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1,122	\$28.00	\$31,416.00	\$44.00	\$49,368.00	\$42.00	\$47,124.00	\$90.00	\$100,980.00
31	SIGN PANEL - TYPE 1	SQ FT	19	\$45.00	\$855.00	\$31.00	\$589.00	\$45.70	\$868.30	\$26.00	\$494.00
32	TELESCOPING STEEL SIGN SUPPORT	FOOT	70	\$43.00	\$3,010.00	\$25.00	\$1,750.00	\$44.00	\$3,080.00	\$20.00	\$1,400.00
33	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	63	\$7.00	\$441.00	\$6.00	\$378.00	\$8.00	\$504.00	\$5.00	\$315.00
34	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1,683	\$1.75	\$2,945.25	\$4.10	\$6,900.30	\$2.00	\$3,366.00	\$3.50	\$5,890.50
35	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	13	\$8.00	\$104.00	\$8.00	\$104.00	\$9.00	\$117.00	\$6.00	\$78.00
36	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	1,000	\$23.50	\$23,500.00	\$22.00	\$22,000.00	\$20.00	\$20,000.00	\$18.00	\$18,000.00
37	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 11C NO. 8	FOOT	5,920	\$1.10	\$6,512.00	\$1.20	\$7,104.00	\$1.10	\$6,512.00	\$1.00	\$5,920.00
38	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	123	\$315.00	\$38,745.00	\$350.00	\$43,050.00	\$325.00	\$39,975.00	\$295.00	\$36,285.00
39	REMOVAL OF POLE FOUNDATION	EACH	11	\$640.00	\$7,040.00	\$700.00	\$7,700.00	\$660.00	\$7,260.00	\$600.00	\$6,600.00
40	RELOCATE EXISTING LIGHTING UNIT	EACH	11	\$1,670.00	\$18,370.00	\$1,800.00	\$19,800.00	\$1,716.00	\$18,876.00	\$1,560.00	\$17,160.00

Project: VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT (24.6.27)

BID TABULATION SHEET

BIDS OPENED: JUNE 4, 2024 BID AT 11:00 A.M.

ITEM NO.	PAY ITEM	UNIT	QUANTITY	SCHROEDER ASPHALT SERVICES, INC.		MARTAM CONSTRUCTION		EVERLAST BLACKTOP, INC.		ALLIANCE CONTRACTOR, INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
41	STREET SWEEPING	HOURL	20	\$180.00	\$3,600.00	\$260.00	\$5,200.00	\$226.00	\$4,520.00	\$5.00	\$100.00
42	BRICK PAVER REMOVAL	SQ FT	2,558	\$3.00	\$7,677.00	\$3.00	\$7,677.00	\$2.00	\$5,118.00	\$10.00	\$25,590.00
43	HANDHOLE, COMPOSITE CONCRETE (SPECIAL)	EACH	6	\$1,175.00	\$7,050.00	\$1,300.00	\$7,800.00	\$1,210.00	\$7,260.00	\$1,100.00	\$6,600.00
44	MODIFY EXISTING LIGHTING CONTROLLER	EACH	1	\$5,050.00	\$5,050.00	\$4,300.00	\$4,300.00	\$6,512.00	\$6,512.00	\$3,720.00	\$3,720.00
45	CONSTRUCTION LAYOUT	L SUM	1	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$183,000.00	\$183,000.00	\$11,800.00	\$11,800.00
46	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	2	\$600.00	\$1,200.00	\$780.00	\$1,560.00	\$650.00	\$1,300.00	\$500.00	\$1,000.00
47	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	3	\$2,500.00	\$7,500.00	\$1,820.00	\$5,460.00	\$650.00	\$1,950.00	\$2,300.00	\$6,900.00
48	DUST CONTROL WATERING	UNIT	5	\$1,000.00	\$5,000.00	\$110.00	\$550.00	\$20.00	\$100.00	\$1.00	\$5.00
49	CONTAMINATED WASTE DISPOSAL	CU YD	50	\$175.00	\$8,750.00	\$133.00	\$6,650.00	\$100.00	\$5,000.00	\$49.50	\$2,475.00
50	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3,445	\$9.60	\$33,072.00	\$14.00	\$48,230.00	\$14.00	\$48,230.00	\$27.25	\$93,876.25
51	CANOPY SHELTER	EACH	5	\$40,000.00	\$200,000.00	\$46,400.00	\$232,000.00	\$38,530.00	\$192,650.00	\$38,550.00	\$192,750.00
52	CANOPY SHELTER ELECTRICAL SYSTEM	EACH	5	\$4,225.00	\$21,125.00	\$4,750.00	\$23,750.00	\$4,356.00	\$21,780.00	\$3,960.00	\$19,800.00
53	CATENARY POLE, ALUMINUM, 17'	EACH	6	\$12,500.00	\$75,000.00	\$11,620.00	\$69,720.00	\$10,615.00	\$63,690.00	\$9,650.00	\$57,900.00
54	CATENARY LIGHTS	FOOT	370	\$23.50	\$8,695.00	\$19.00	\$7,030.00	\$17.60	\$6,512.00	\$16.00	\$5,920.00
<b>TOTAL:</b>											
(1) BIDDER'S HAND ENTERED TOTAL BID				(1)	\$923,548.89	(1)	\$989,285.94	(1)	\$1,038,024.30	(1)	\$1,060,598.20
(2) SUMMATION OF HAND ENTERED TOTALS EXTENDED:				(2)	\$923,548.89	(2)	\$989,285.94	(2)	\$1,038,024.30	(2)	\$1,060,598.20
(3) DIFFERENCE IN BID SUMMATIONS:				(3)	\$0.00	(3)	\$0.00	(3)	\$660.00	(3)	\$0.00
(4) ACTUAL ENTERED BID:				(4)	\$923,548.89	(4)	\$989,285.94	(4)	\$1,038,684.30	(4)	\$1,060,598.20

1) An error occurred in the extension of item #37 total cost.

24-305  
BID DATE: 6.4.24  
BID TIME: 11:00  
COMPLETE DATE/DAYS 9.20.24 2024

PROPOSAL SUBMITTED BY:

Chicagoland Paving Contractors Inc.  
225 Teiser Road  
Lake Zurich, IL 60047

## THE VILLAGE OF BENSENVILLE



**BENSENVILLE**  
GATEWAY TO OPPORTUNITY

CONTRACT REQUIREMENTS FOR

### VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**PROJECT NUMBER 24.6.27**

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

CONTRACT DOCUMENTS PREPARED BY:



**VILLAGE OF BENSENVILLE**

Department of Public Works  
717 E. Jefferson Street, Illinois 60106

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**TABLE OF CONTENTS**

Notice to Bidders.....	1
Instruction to Bidders.....	2-9
Responsible Bidder Ordinance.....	10-13
Specifications for Construction.....	14
Special Provisions for Construction.....	15
Index for Supplemental Specifications & Recurring Special Provisions.....	16
Check Sheet for Recurring Specifications.....	17-18
IDOT Bureau of Design and Environment Special Provisions.....	19-39
IDOT Bureau of Local Roads Special Provisions.....	40-41
Additional Special Provisions.....	42-110
DuPage County Prevailing Wage Rates.....	111-119
Geotechnical Investigation.....	120-149
IEPA Uncontaminated Soil Certifications LPC-663.....	150-153
Proposal for Contract Bid.....	154-169
Contract and Contract Bond .....	170-174

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**NOTICE TO BIDDERS**

THE VILLAGE OF BENSENVILLE, DuPAGE COUNTY, ILLINOIS, will receive sealed bids for the **VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT** until **Eleven A.M. (11:00 A.M.) (prevailing time), June 4, 2024** 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.

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 by emailing 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.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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 Public Works, 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 full depth HMA parking lot reconstruction of the parking lot and alley on the west side of the Village Hall at 12 South Center Street. The project also includes earth excavation and driveway removal, structure adjustment/reconstruction, new drainage structures and storm sewer, PCC curb and gutter, PCC shoulders, pavement markings, canopy shelters, relocation of parking lot lighting, new catenary lighting system, and landscape restoration within the right-of-way.

**3. CONSTRUCTION ITEMS**

Major work items for which proposals are invited include Removal and Disposal of Unsuitable Materials, Subbase Granular Material, Hot-Mix Asphalt Surface and Binder Course, Storm Sewer and Drainage Structures, PCC Sidewalk Construction, Combination Concrete Curb and Gutter, Relocate Existing Lighting Unit, Canopy Shelters with Lighting, Catenary Lighting System, 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  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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

Each bidder shall submit a complete proposal on the entire work.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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

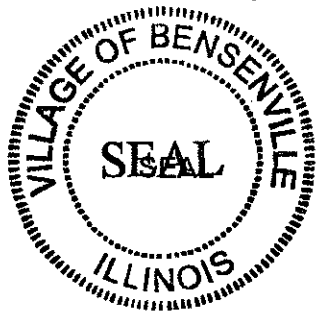


VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

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  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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.

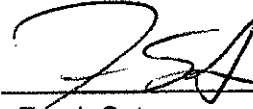
BE IT FURTHER ORDAINED, that this Ordinance amendment shall be in full force and effect immediately upon its adoption.

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  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

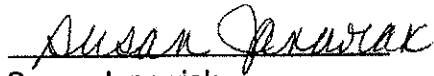
PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville,  
this 22nd day of January, 2013

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  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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>, 2024, 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  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2024

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 1-1-24)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
202 Earth and Rock Excavation .....	1
204 Borrow and Furnished Excavation .....	2
207 Porous Granular Embankment .....	3
211 Topsoil and Compost .....	4
407 Hot-Mix Asphalt Pavement (Full-Depth) .....	5
420 Portland Cement Concrete Pavement .....	6
502 Excavation for Structures .....	7
509 Metal Railings .....	8
540 Box Culverts .....	9
542 Pipe Culverts .....	29
586 Granular Backfill for Structures .....	34
630 Steel Plate Beam Guardrail .....	35
644 High Tension Cable Median Barrier .....	36
665 Woven Wire Fence .....	37
782 Reflectors .....	38
801 Electrical Requirements .....	40
821 Roadway Luminaires .....	43
1003 Fine Aggregates .....	44
1004 Coarse Aggregates .....	45
1010 Finely Divided Minerals .....	46
1020 Portland Cement Concrete .....	47
1030 Hot-Mix Asphalt .....	48
1061 Waterproofing Membrane System .....	49
1067 Luminaire .....	50
1097 Reflectors .....	57



**Check Sheet for Recurring Special Provisions**

Local Public Agency

Village of Bensenville

County

DuPage

Section Number

☐ Check this box for lettings prior to 01/01/2024.

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

<u>Check Sheet #</u>			<u>Page No.</u>
1	<input type="checkbox"/>	Additional State Requirements for Federal-Aid Construction Contracts	59
2	<input type="checkbox"/>	Subletting of Contracts (Federal-Aid Contracts)	62
3	<input type="checkbox"/>	EEO	63
4	<input type="checkbox"/>	Specific EEO Responsibilities Non Federal-Aid Contracts	73
5	<input type="checkbox"/>	Required Provisions - State Contracts	78
6	<input type="checkbox"/>	Asbestos Bearing Pad Removal	84
7	<input type="checkbox"/>	Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	85
8	<input type="checkbox"/>	Temporary Stream Crossings and In-Stream Work Pads	86
9	<input checked="" type="checkbox"/>	Construction Layout Stakes	87
10	<input type="checkbox"/>	Use of Geotextile Fabric for Railroad Crossing	90
11	<input type="checkbox"/>	Subsealing of Concrete Pavements	92
12	<input type="checkbox"/>	Hot-Mix Asphalt Surface Correction	96
13	<input type="checkbox"/>	Pavement and Shoulder Resurfacing	98
14	<input type="checkbox"/>	Patching with Hot-Mix Asphalt Overlay Removal	99
15	<input type="checkbox"/>	Polymer Concrete	101
16	<input type="checkbox"/>	Reserved	103
17	<input type="checkbox"/>	Bicycle Racks	104
18	<input type="checkbox"/>	Temporary Portable Bridge Traffic Signals	106
19	<input type="checkbox"/>	Nighttime Inspection of Roadway Lighting	108
20	<input type="checkbox"/>	English Substitution of Metric Bolts	109
21	<input type="checkbox"/>	Calcium Chloride Accelerator for Portland Cement Concrete	110
22	<input type="checkbox"/>	Quality Control of Concrete Mixtures at the Plant	111
23	<input checked="" type="checkbox"/>	Quality Control/Quality Assurance of Concrete Mixtures	119
24	<input type="checkbox"/>	Reserved	135
25	<input type="checkbox"/>	Reserved	136
26	<input type="checkbox"/>	Temporary Raised Pavement Markers	137
27	<input type="checkbox"/>	Restoring Bridge Approach Pavements Using High-Density Foam	138
28	<input type="checkbox"/>	Portland Cement Concrete Inlay or Overlay	141
29	<input type="checkbox"/>	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	145
30	<input type="checkbox"/>	Longitudinal Joint and Crack Patching	148
31	<input type="checkbox"/>	Concrete Mix Design - Department Provided	150
32	<input type="checkbox"/>	Station Numbers in Pavements or Overlays	151

# VILLAGE OF BENSENVILLE

Local Public Agency	VILLAGE HALL PARKING LOT RECONSTRUCTION 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

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	<b>Reserved</b>	153
LRS 2	<input type="checkbox"/> Furnished Excavation	154
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance	155
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones	156
LRS 5	<input checked="" type="checkbox"/> Contract Claims	157
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	158
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	164
LRS 8	<b>Reserved</b>	170
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	171
LRS 10	<b>Reserved</b>	175
LRS 11	<input checked="" type="checkbox"/> Employment Practices	176
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	178
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	180
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	181
LRS 15	<input checked="" type="checkbox"/> Partial Payments	184
LRS 16	<input type="checkbox"/> Protests on Local Lettings	185
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program	186
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	187
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment	188



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IDOT  
BUREAU OF DESIGN AND ENVIRONMENT  
SPECIAL PROVISIONS

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**VILLAGE OF BENSENVILLE**  
**VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT**

**BDE SPECIAL PROVISIONS**  
For the April 26 and June 14, 2024 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
* 80241 6	<input type="checkbox"/>	Bridge Demolition Debris	July 1, 2009	
* 50531 7	<input type="checkbox"/>	Building Removal	Sept. 1, 1990	Aug. 1, 2022
* 50261 8	<input type="checkbox"/>	Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
80449 9	<input checked="" type="checkbox"/>	Cement, Type IL	Aug. 1, 2023	
80384 10	<input checked="" type="checkbox"/>	Compensable Delay Costs	June 2, 2017	April 1, 2019
* 80198 11	<input type="checkbox"/>	Completion Date (via calendar days)	April 1, 2008	
* 80199 12	<input type="checkbox"/>	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80453 13	<input type="checkbox"/>	Concrete Sealer	Nov. 1, 2023	
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
80452 18	<input type="checkbox"/>	Full Lane Sealant Waterproofing System	Nov. 1, 2023	
80447 19	<input type="checkbox"/>	Grading and Shaping Ditches	Jan. 1, 2023	
80433 20	<input type="checkbox"/>	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
80443 21	<input type="checkbox"/>	High Tension Cable Median Barrier Removal	April 1, 2022	
80456 22	<input checked="" type="checkbox"/>	Hot-Mix Asphalt	Jan. 1, 2024	
80446 23	<input type="checkbox"/>	Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
80438 24	<input type="checkbox"/>	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
80045 25	<input type="checkbox"/>	Material Transfer Device	June 15, 1999	Jan. 1, 2022
80450 26	<input type="checkbox"/>	Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
80441 27	<input checked="" type="checkbox"/>	Performance Graded Asphalt Binder	Jan. 1, 2023	
80451 28	<input checked="" type="checkbox"/>	Portland Cement Concrete	Aug. 1, 2023	
* 34261 29	<input type="checkbox"/>	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
80455 30	<input type="checkbox"/>	Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
80445 31	<input type="checkbox"/>	Seeding	Nov. 1, 2022	
80457 32	<input type="checkbox"/>	Short Term and Temporary Pavement Markings	April 1, 2024	
80448 33	<input type="checkbox"/>	Source of Supply and Quality Requirements	Jan. 2, 2023	
80340 34	<input type="checkbox"/>	Speed Display Trailer	April 2, 2014	Jan. 1, 2022
80127 35	<input type="checkbox"/>	Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
80397 36	<input type="checkbox"/>	Subcontractor and DBE Payment Reporting	April 2, 2018	
80391 37	<input type="checkbox"/>	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
80437 38	<input type="checkbox"/>	Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
80435 39	<input type="checkbox"/>	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
80410 40	<input type="checkbox"/>	Traffic Spotters	Jan. 1, 2019	
* 20338 41	<input type="checkbox"/>	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
80429 42	<input type="checkbox"/>	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
80439 43	<input checked="" type="checkbox"/>	Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
80302 44	<input type="checkbox"/>	Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
80454 45	<input type="checkbox"/>	Wood Sign Support	Nov. 1, 2023	
80427 46	<input checked="" type="checkbox"/>	Work Zone Traffic Control Devices	Mar. 2, 2020	
* 80071 47	<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  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

The following special provisions are in the 2024 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>
80436	Blended Finely Divided Minerals	Articles 1010.01 & 1010.06	April 1, 2021	
80440	Waterproofing Membrane System	Article 1061.05	Nov. 1, 2021	

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**CEMENT, TYPE IL (BDE)**

Effective: August 1, 2023

Add the following to Article 302.02 of the Standard Specifications:

“(k) Type IL Portland-Limestone Cement .....1001”

Revise Note 2 of Article 352.02 of the Standard Specifications to read:

“Note 2. Either Type I or Type IA portland cement or Type IL portland-limestone cement shall be used.”

Revise Note 1 of Article 404.02 of the Standard Specifications to read:

“Note 1. The cement shall be Type I portland cement or Type IL portland-limestone cement.”

Revise Article 1019.02(a) of the Standard Specifications to read:

“(a) Cement, Type I or IL .....1001”

80449

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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."

80384



VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**HOT-MIX ASPHALT (BDE)**

Effective: January 1, 2024

Revise the second paragraph of Articles 1030.07(a)(11) and 1030.08(a)(9) of the Standard Specifications to read:

“When establishing the target density, the HMA maximum theoretical specific gravity ( $G_{mm}$ ) will be based on the running average of four available Department test results for that project. If less than four  $G_{mm}$  test results are available, an average of all available Department test results for that project will be used. The initial  $G_{mm}$  will be the last available Department test result from a QMP project. If there is no available Department test result from a QMP project, the Department mix design verification test result will be used as the initial  $G_{mm}$ .”

In the Supplemental Specifications, replace the revision for the end of the third paragraph of Article 1030.09(h)(2) with the following:

“When establishing the target density, the HMA maximum theoretical specific gravity ( $G_{mm}$ ) will be the Department mix design verification test result.”

Revise the tenth paragraph of Article 1030.10 of the Standard Specifications to read:

“Production is not required to stop after a test strip has been constructed.”

80456

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**PERFORMANCE GRADED ASPHALT BINDER (BDE)**

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

**“1032.05 Performance Graded Asphalt Binder.** These materials will be accepted according to the Bureau of Materials Policy Memorandum, “Performance Graded Asphalt Binder Qualification Procedure.” The Department will maintain a qualified producer list. These materials shall be free from water and shall not foam when heated to any temperature below the actual flash point. Air blown asphalt, recycle engine oil bottoms (ReOB), and polyphosphoric acid (PPA) modification shall not be used.

When requested, producers shall provide the Engineer with viscosity/temperature relationships for the performance graded asphalt binders delivered and incorporated in the work.

- (a) Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 “Standard Specification for Performance Graded Asphalt Binder” for the grade shown on the plans and the following.

Test	Parameter
Small Strain Parameter (AASHTO PP 113) BBR, $\Delta T_c$ , 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5 °C min.

- (b) Modified Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 “Standard Specification for Performance Graded Asphalt Binder” for the grade shown on the plans.

Asphalt binder modification shall be performed at the source, as defined in the Bureau of Materials Policy Memorandum, “Performance Graded Asphalt Binder Qualification Procedure.”

Modified asphalt binder shall be safe to handle at asphalt binder production and storage temperatures or HMA construction temperatures. Safety Data Sheets (SDS) shall be provided for all asphalt modifiers.

- (1) Polymer Modification (SB/SBS or SBR). Elastomers shall be added to the base asphalt binder to achieve the specified performance grade and shall be either a styrene-butadiene diblock, triblock copolymer without oil extension, or a styrene-butadiene rubber. The polymer modified asphalt binder shall be smooth, homogeneous, and be according to the requirements shown in Table 1 or 2 for the grade shown on the plans.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

Table 1 - Requirements for Styrene-Butadiene Copolymer (SB/SBS) Modified Asphalt Binders		
Test	Asphalt Grade SB/SBS PG 64-28 SB/SBS PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SB/SBS PG 76-22 SB/SBS PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

Table 2 - Requirements for Styrene-Butadiene Rubber (SBR) Modified Asphalt Binders		
Test	Asphalt Grade SBR PG 64-28 SBR PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SBR PG 76-22 SBR PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
Toughness ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	110 (12.5) min.	110 (12.5) min.
Tenacity ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	75 (8.5) min.	75 (8.5) min.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	40 min.	50 min.

- (2) Ground Tire Rubber (GTR) Modification. GTR modification is the addition of recycled ground tire rubber to liquid asphalt binder to achieve the specified performance grade. GTR shall be produced from processing automobile and/or truck tires by the ambient

**VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT**

grinding method or micronizing through a cryogenic process. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall not contain free metal particles, moisture that would cause foaming of the asphalt, or other foreign materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois Modified AASHTO T 27 "Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates" or AASHTO PP 74 "Standard Practice for Determination of Size and Shape of Glass Beads Used in Traffic Markings by Means of Computerized Optical Method", a 50 g sample of the GTR shall conform to the following gradation requirements.

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 µm)	95 ± 5
No. 50 (300 µm)	> 20

GTR modified asphalt binder shall be tested for rotational viscosity according to AASHTO T 316 using spindle S27. GTR modified asphalt binder shall be tested for original dynamic shear and RTFO dynamic shear according to AASHTO T 315 using a gap of 2 mm.

The GTR modified asphalt binder shall meet the requirements of Table 3.

Table 3 - Requirements for Ground Tire Rubber (GTR) Modified Asphalt Binders		
Test	Asphalt Grade GTR PG 64-28 GTR PG 70-22	Asphalt Grade GTR PG 76-22 GTR PG 76-28 GTR PG 70-28
<b>TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)</b>		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

- (3) **Softener Modification (SM).** Softener modification is the addition of organic compounds, such as engineered flux, bio-oil blends, modified vegetable oils, glycol amines, and fatty acid derivatives, to the base asphalt binder to achieve the specified performance grade. Softeners shall be dissolved, dispersed, or reacted in the asphalt binder to enhance its performance and shall remain compatible with the asphalt binder with no separation. Softeners shall not be added to modified PG asphalt binder as defined in Articles 1032.05(b)(1) or 1032.05(b)(2).

An Attenuated Total Reflectance-Fourier Transform Infrared spectrum (ATR-FTIR) shall be collected for both the softening compound as well as the softener modified

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

asphalt binder at the dose intended for qualification. The ATR-FTIR spectra shall be collected on unaged softener modified binder, 20-hour Pressurized Aging Vessel (PAV) aged softener modified binder, and 40-hour PAV aged softener modified binder. The ATR-FTIR shall be collected in accordance with Illinois Test Procedure 601. The electronic files spectral files (in one of the following extensions or equivalent: \*.SPA, \*.SPG, \*.IRD, \*.IFG, \*.CSV, \*.SP, \*.IRS, \*.GAML, \*. [0-9], \*.IGM, \*.ABS, \*.DRT, \*.SBM, \*.RAS) shall be submitted to the Central Bureau of Materials.

Softener modified asphalt binders shall meet the requirements in Table 4.

Table 4 - Requirements for Softener Modified Asphalt Binders		
Test	Asphalt Grade	
	SM PG 46-28	SM PG 46-34
	SM PG 52-28	SM PG 52-34
	SM PG 58-22	SM PG 58-28
	SM PG 64-22	
Small Strain Parameter (AASHTO PP 113) BBR, $\Delta T_c$ , 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5°C min.	
Large Strain Parameter (Illinois Modified AASHTO T 391) DSR/LAS Fatigue Property, $\Delta G^* _{peak}$ , 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	$\geq 54 \%$	

The following grades may be specified as tack coats.

Asphalt Grade	Use
PG 58-22, PG 58-28, PG 64-22	Tack Coat"

Revise Article 1031.06(c)(1) and 1031.06(c)(2) of the Standard Specifications to read:

"(1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin ABR shall not exceed the amounts listed in the following table.

HMA Mixtures - RAP/RAS Maximum ABR % <sup>1/ 2/</sup>			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface <sup>3/</sup>
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.



VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

- 2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ The maximum ABR percentages for ground tire rubber (GTR) modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.
- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

HMA Mixtures - FRAP/RAS Maximum ABR % <sup>1/ 2/</sup>			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface <sup>3/</sup>
30	55	45	15
50	45	40	15
70	45	35	15
90	45	35	15
SMA	--	--	25
IL-4.75	--	--	35

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ The maximum ABR percentages for GTR modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes."

Add the following to the end of Note 2 of Article 1030.03 of the Standard Specifications.

"A dedicated storage tank for the ground tire rubber (GTR) modified asphalt binder shall be provided. This tank shall be capable of providing continuous mechanical mixing throughout and/or recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ±0.40 percent."

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**PORTLAND CEMENT CONCRETE (BDE)**

Effective: August 1, 2023

Revise the second paragraph of Article 1103.03(a)(4) the Standard Specifications to read:

"The dispenser system shall provide a visual indication that the liquid admixture is actually entering the batch, such as via a transparent or translucent section of tubing or by independent check with an integrated secondary metering device. If approved by the Engineer, an alternate indicator may be used for admixtures dosed at rates of 25 oz/cwt (1630 mL/100 kg) or greater, such as accelerating admixtures, corrosion inhibitors, and viscosity modifying admixtures."

80451

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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.”

80439

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**WORK ZONE TRAFFIC CONTROL DEVICES (BDE)**

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports ..... 1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer's specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

**“701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer's self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

**“1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

80427

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IDOT

BUREAU OF LOCAL ROADS

SPECIAL PROVISIONS

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VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

LR107-4  
Page 1 of 1

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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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  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**INDEX OF SPECIAL PROVISIONS**

<u>DESCRIPTION</u>	<u>PAGE</u>
<b><u>SPECIAL PROVISIONS</u></b>	
DEFINITION OF TERMS .....	46
ADVERTISEMENT, BIDDING, AWARD AND CONTRACT EXECUTION .....	46
AUTHORITY OF ENGINEER.....	47
COORDINATION OF THE CONTRACT DOCUMENTS .....	48
AUTHORITY AND DUTIES OF RESIDENT ENGINEER.....	48
DUTIES OF THE INSPECTOR .....	48
WORKER'S COMPENSATION INSURANCE .....	48
PUBLIC CONVENIENCE AND SAFETY .....	49
STREET SWEEPING.....	50
PROTECTION AND RESTORATION OF PROPERTY .....	50
INDEMNIFICATION .....	51
INSURANCE.....	52
DUST CONTROL WATERING.....	64
USE OF FIRE HYDRANTS .....	64
SUBLETTING OF CONTRACT .....	64
PROGRESS SCHEDULE .....	65
COMPLETION DATE.....	65
LABOR, METHODS AND EQUIPMENT.....	65
SUSPENSION OF WORK.....	66
PARTIAL PAYMENTS AND RETAINAGE.....	66
ACCEPTANCE AND FINAL PAYMENT .....	66
PRUNING FOR SAFETY AND EQUIPMENT CLEARANCE .....	67
REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL.....	67
CONTAMINATED WASTE DISPOSAL .....	68
TEST HOLES, POTHOLING, AND EXPLORATORY TRENCHING .....	69

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

POROUS GRANULAR EMBANKMENT, SPECIAL .....	69
TRENCH BACKFILL: .....	70
GEOTECHNICAL FABRIC FOR GROUND STABILIZATION.....	71
SODDING, SALT TOLERANT .....	71
TEMPORARY EROSION CONTROL.....	72
AGGREGATE FOR TEMPORARY ACCESS .....	72
TEMPORARY RAMPS.....	73
SUB-BASE GRANULAR MATERIAL, TYPE B, 6" .....	73
BITUMINOUS MATERIALS (PRIME COAT) AND (TACK COAT) .....	74
DETECTABLE WARNINGS .....	74
PORTLAND CEMENT CONCRETE SIDEWALK .....	75
BRICK PAVER REMOVAL.....	75
DRIVEWAY PAVEMENT REMOVAL .....	75
CONCRETE BREAKERS .....	76
BACKFILLING STORM SEWER UNDER ROADWAY .....	76
PROTECTIVE COAT AND CURING OF P.C. CONCRETE .....	76
DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED .....	77
DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED .....	78
FRAMES AND GRATES .....	78
COURSE AGGREGATES.....	79
COMBINATION CONCRETE CURB AND GUTTER.....	79
MOBILIZATION.....	79
TRAFFIC CONTROL PLAN .....	80
CANOPY SHELTER .....	81
<b><u>IDOT DISTRICT ONE SPECIAL PROVISIONS</u></b>	
MAINTENANCE OF ROADWAYS .....	82
PUBLIC CONVENIENCE AND SAFETY (DIST 1) .....	82
FRICTION AGGREGATE (D-1) .....	83
HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D-1).....	86

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**IDOT DISTRICT ONE SPECIAL PROVISIONS**

GENERAL ELECTRICAL REQUIREMENTS .....	92
UNDERGROUND RACEWAYS .....	107
WIRE AND CABLE .....	108
MODIFY EXISTING LIGHTING CONTROLLER.....	109
HANDHOLE, COMPOSITE CONCRETE (SPECIAL).....	109
CATENARY LIGHTS.....	109
CATENARY POLE.....	110
CANOPY SHELTER ELECTRICAL SYSTEM.....	110

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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 the 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.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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.

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.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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. Standards 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 shall be included in the cost of Contract and will not be paid for separately.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**107.15 STREET SWEEPING**

This work shall be completed in accordance with Section 107.15 of the Standard Specifications except modified herein.

The Contractor shall also be responsible for cleaning the pavement of all dirt and debris from any vehicular traffic in addition to his own equipment. The Contractor shall be responsible to reduce the amount of dust on roadways within or adjacent to the limits of construction caused by dirt and debris tracked by traffic from within the limits of construction.

If, at the end of the day's operation, the pavement has not been cleaned to the satisfaction of the Engineer, street sweeping may be required. In addition, if needed, the pavement shall be swept every Friday afternoon. The Contractor will be given a 24-hour notice by the Engineer to sweep the pavement, which was not in the opinion of the Engineer, satisfactorily cleaned. If, after the 24-hour notice has expired, the Contractor has failed to sweep the pavement, the Village will sweep the pavement and deduct the cost of such work from moneys due the contractor.

A mechanical sweeper, mechanically driven air and handwork with shovel and broom shall be utilized to provide a clean street for the motoring public. Within 24 hours of placing prime coat and the laying of HMA, the contractor shall sweep the pavement and remove standing water, earth, weeds, leaves, dirt, construction debris and all loose material.

Basis of Payment: The Contractor will be paid two hours per each day of STREET SWEEPING that the pavement is swept regardless if the actual time to sweep the pavement is greater than or less than two hours

**107.20R PROTECTION AND RESTORATION OF PROPERTY**

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



VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

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.

#### **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,

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

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.

**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.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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 ☐.**

- 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 ☐.**

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

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.]**~~

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

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.



VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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**

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(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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VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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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VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

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".

**VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT**

**EXHIBIT D**

(EXAMPLE)

<b>ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE</b>						DATE (MM/DD/YYYY) Completed	
<b>PRODUCER</b>  <div style="text-align: right;">Fully Completed</div>				<b>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.</b>			
<b>INSURED</b>  <div style="text-align: right;">Fully Completed</div>				<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>	
				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	
<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	
<b>A</b>	<b>X</b>	<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
<b>A</b>		<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>B</b>	<b>X</b>	<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
<b>C</b>		<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>  Additional Insured: Member, its officials, employees, agents and volunteers.				<b>CANCELLATION</b> 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			

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**107.36 DUST CONTROL WATERING**

This work shall consist of implementation of dust control procedures in accordance with Article 107.36 of the Standard Specifications except as follows:

Dust shall be controlled by the uniform application of sprinkled water and shall be applied only when directed by the Engineer, in a manner meeting his approval.

This work shall consist of the exclusive control of dust resulting from construction operations and is not intended for use in the compaction of earth embankments, as specified under Article 205.06 of the Standard Specifications.

All equipment used for this work shall meet with the Engineer's approval and shall be equipped with adequate measuring devices for metering the exact amount of water discharged. All water used shall be properly documented by ticket or other approved means.

This work will be measured in units of water applied. One unit will be equivalent to 1,000 gallons of water.

Basis of Payment: This work will be paid for at the contract unit price per unit as DUST CONTROL WATERING, which price shall be payment in full for furnishing all labor, water and equipment for controlling dust as herein specified.

**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.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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 August 30, 2024, with Final Completion by September 20, 2024. Substantial completion is defined as all items except landscaping. If landscaping is delayed until September, then Contractor will be responsible to maintain topsoil, weeds, etc. until complete.**

**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.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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.

**109.07 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.

**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.



VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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.

**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.

Excavation shall include the removal of the existing pavement to a depth sufficient to allow placement of the proposed pavement section, to the limits shown on the plans. The removal shall include the existing surface course, the base course and any subgrade necessary to achieve the proper cross section and cross slope.

After the proposed subgrade has been prepared, the Engineer shall inspect it for unsuitable material. The Contractor shall proof roll the subgrade and areas designated as unsuitable by the Engineer shall be removed. The Engineer shall cross section these areas before and after excavation in order to determine the volume. The undercut below the depth sufficient to allow placement of the proposed pavement section shall be measured and paid for separately as POROUS GRANULAR EMBANKMENT, SPECIAL.

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 completed an IEPA Form LPC-663 certifying to the best

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

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 consider included in the coat 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.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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.

**207.01 POROUS GRANULAR EMBANKMENT, SPECIAL**

This work shall consist of removing and disposing of unsuitable subgrade and furnishing, placing, and compacting porous granular material to the lines and grades designated by the Engineer in accordance with the applicable portions of Sections 202 and 207 of the Standard Specifications. The material shall be used as a bridging layer over soft, pumping, loose soil areas and for placement under water. The material shall conform with Article 1005.01 of the Standard Specifications except the gradation as follows:

1. Crushed Stone and Crushed Concrete\*\*

<u>Sieve Size</u>	<u>Percent Passing</u>
*6" (150 mm)	97 + 3
*4" (100 mm)	90 + 10
2" ( 50 mm)	45 + 25
#200	5 + 5

2. Gravel, Crushed Gravel and Pit Run Gravel

<u>Sieve Size</u>	<u>Percent Passing</u>
*6" (150 mm)	97 + 3
*4" (100 mm)	90 + 10
2" ( 50 mm)	55 + 25
#4	30 + 20
#200	5 + 5

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

\*For undercut greater than 18" (0.5 meters) the percent passing the 6" (150 mm) sieve may be 90 + 10 and the 4" (100 mm) sieve requirements eliminated.

\*\*Shall only be used when approved by the Engineer.

The porous granular material shall be placed in one lift, when the total thickness to be placed is two feet thick or less or as directed by the Engineer. Rolling each lift of the porous granular material with a vibratory roller meeting the requirements of Article 1101.01 of the Standard Specifications should be sufficient to obtain the desired keying or interlock and necessary compaction. The Engineer shall verify that adequate keying has been obtained.

A three-inch nominal thickness top lift of capping aggregate having a gradation of CA-6 will be required when Sub-Base Granular Material is not specified on the Typical Section. The use of recycled materials such as crushed concrete, slag, asphalt millings, etc. for the capping stone will not be permitted.

This work will be measured for payment in accordance with Article 207.04 of the Standard Specifications. The theoretical elevation of the bottom of the aggregate sub-base shall be used to determine the upper limit of the excavation. The volume will be computed by the method of average end areas.

Basis of Payment: This work shall be paid for at the contract unit price per cubic yard for POROUS GRANULAR EMBANKMENT, SPECIAL which price shall include the earth excavation and capping aggregate, as required.

It should be noted that this pay item will be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown in the specifications.

**208.01 TRENCH BACKFILL:**

This work shall consist of furnishing and transporting aggregate for use as backfilling material for all storm sewer trenches, sanitary sewer trenches, service line trenches, and water main trenches made in the subgrade of the proposed improvement, and all trenches outside of the subgrade where the inner edge of the trench is closer than two feet (2') to the back of the proposed curb & gutter, stabilized shoulder, curb, driveway or sidewalk. This work shall be done in accordance with Section 208 of the Standard Specifications, except as modified herein.

Material used for trench backfill shall be crushed aggregate of CA-7 or CA-11 gradation and shall meet the requirements of Section 1004.05 of the Standard Specifications except that crushed concrete and slag will not be allowed.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

Trench backfill shall be compacted in accordance with Method 1 as described in Article 550.07 of the Standard Specifications. Compaction methods 2 (ponding) and 3 (jetting) will not be permitted.

Backfill will be placed up to existing pavement sub-grade or ground sub-grade, as appropriate. The removal of unused backfill will be incidental. This work will be measured for payment in accordance with Section 208 of the Standard Specifications, the details on the plans, and Select Granular Backfill special provision for water main backfill.

Basis of Payment: Trench Backfill shall be measured in accordance with Article 208.03 of the Standard Specifications, with strong adherence to 208.03(a) and Article 202.07(a). This work will be paid for at the contract unit price per cubic yard of TRENCH BACKFILL.

### **GEOTECHNICAL FABRIC FOR GROUND STABILIZATION**

This work shall consist of furnishing and installing geotechnical fabric in subgrades designated by the Engineer in accordance with the applicable portions of Sections 210 of the Standard Specifications except as modified herein.

The geotechnical fabric shall be TriAx Geogrid manufactured by Tensar International Corporation of Alpharetta, Georgia or approved equal.

Basis of Payment: This work shall be measured in accordance with Article 210.06 of the Standard Specifications and shall be paid for at the contract unit price per square yard for GEOTECHNICAL FABRIC FOR GROUND STABILIZATION, which price shall be payment in full for completing the work as specified herein.

### **252 SODDING, SALT TOLERANT**

This work shall consist of preparing the ground surface, applying fertilizer nutrients and furnishing and placing salt tolerant sod in the areas designated by the Engineer. The preparation of the ground surface shall include removal of the existing sod and any excavation, if necessary, of the existing ground to obtain the required 4" minimum depth of topsoil. This excavation will not be paid for separately, but shall be included in the cost of SODDING, SALT TOLERANT. All work shall be in accordance with the applicable portions of Sections 211 and 252 of the Standard Specifications.

180 pounds of fertilizer nutrients per acre shall be applied at a 1:1:1 ratio as follows:

Nitrogen Fertilizer Nutrients	60 lbs/acre
Phosphorus Fertilizer Nutrient	60 lbs/acre
Potassium Fertilizer Nutrient	60 lbs/acre

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

Watering shall be done as directed by the Engineer, in accordance with Articles 252.08 and 252.09 of the Standard Specifications.

The sodded areas shall be guaranteed by the Contractor for a period of one (1) year after installation. During this period all defective areas caused by inadequate watering, salt damage, pedestrian and traffic damage or other reasons, shall be repaired at the Contractor's expense.

The Village reserves the right to postpone placement of sod if weather conditions are found to be unsuitable for effectively growing sod. The Contractor will be responsible to keep all weeds and other vegetation under six (6) inches in height. Weed control will not be paid for separately, but shall be included in the cost of SODDING, SALT TOLERANT.

Basis of Payment: This work will be measured in place and paid for at the contract unit price per square yard for SODDING, SALT TOLERANT, which price shall be full compensation for all labor, equipment, and material to complete the work as specified herein.

#### **280#02 TEMPORARY EROSION CONTROL**

The requirements of Article 280.05 of the Standard Specifications shall be modified as follows.

Maintenance of temporary erosion control systems, including repair of the various systems, removal and disposal of entrapped sediment and clearing of any silt filter fabric will not be paid for separately, but shall be included in the unit bid cost for the temporary erosion control system.

#### **402#01R AGGREGATE FOR TEMPORARY ACCESS**

This work shall consist of construction and maintenance of an aggregate surface course for temporary roads and approaches as specified in Article 107.09 of the Standard Specifications and as specified herein.

Aggregate surface shall be constructed in accordance with the applicable portions of Section 402 of the Standard Specifications except that the equipment required for the work will be as directed by the Engineer prior to construction.

Maintenance shall consist of placing and compacting additional aggregate of the same type and gradation as the surface aggregate.

Aggregate used for temporary access and driveway maintenance 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 blast furnace slag will not be allowed. The use of reclaimed asphalt pavement (RAP) material resulting from the cold

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

milling of existing bituminous concrete hot-mix pavement structure may be permitted at the discretion of the Engineer.

When the use of the temporary roads and approaches is discontinued, the surface aggregate placed in its construction and maintenance shall be removed and utilized in the permanent construction or otherwise disposed of as specified in Article 202.03. RAP material used in construction or maintenance shall be removed and disposed of offsite when use of the temporary roads and approaches is discontinued.

Basis of Payment: This work will be paid for at the contract unit price per ton for AGGREGATE FOR TEMPORARY ACCESS, which price shall include all costs of furnishing, placing, removing and disposing of aggregate used in the construction of temporary roads and approaches.

**TEMPORARY RAMPS**

This work consists of the installation and removal of temporary ramps at all intersections and driveways in the total reconstructed areas. The width of the ramps shall match the street and driveway widths. The installation of the ramps shall be installed within the time constraints as follows:

- A. Intersection Ramps – By 5:00 P.M. of the same day after commencing the pavement removal at each intersection.
- B. Driveway Ramps – By 5:00 P.M. of the same day after commencing pavement removal contiguous to each driveway.

The Contractor may use stone, steel plates or any other means approved by the Engineer to maintain access. If stone is used and kept clean, it may be used in the construction of the driveways or roadway, with permission of the Engineer.

Basis of Payment: This work will not be paid for separately but shall be included in the cost of AGGREGATE FOR TEMPORARY ACCESS.

**311R SUB-BASE GRANULAR MATERIAL, TYPE B, 6"**

This work shall be performed in accordance with Section 311 of the Standard Specifications except as modified herein.

The granular material shall have a CA-6 gradation. The use of recycled materials such as crushed concrete, slag, asphalt millings, etc. will not be permitted.

**This item will be measured and paid for from edge of pavement to edge of pavement.** Sub-base stone under and behind PCC shoulder shall be considered included in the cost of PORTLAND CEMENT CONCRETE SHOULDERS of the thickness specified.

Basis of Payment: This item will be paid at the contract unit price per square yard of SUB-BASE GRANULAR MATERIAL, TYPE B, 6", which price shall be full compensation for all labor, equipment and material to complete the work as specified herein.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**408.00 BITUMINOUS MATERIALS (PRIME COAT) AND (TACK COAT)**

This work shall be completed in accordance with Section 406 and 408 of the IDOT Standard Specifications.

On the existing bituminous binder and concrete surface, the material shall be RC-70, applied at a rate not to exceed 0.10 gallons per square yard and 0.50 gallons per square yards on aggregate base course. Bituminous materials shall be placed a minimum of 12 hours prior to placing the surface course.

Contractor shall erect FRESH OIL signs prior to placement of prime.

Basis of Payment: This work will be made at the contract unit price per POUND for BITUMINOUS MATERIALS (PRIME COAT) or BITUMINOUS MATERIALS (TACK COAT).

**DETECTABLE WARNINGS**

This work shall consist of constructing a surface of truncated domes in accordance with the applicable portions of Section 424 of the Standard Specifications and plan details, except as modified herein.

Composite ADA tiles, 2' x 5' shall be used or as specified in the plans in accordance with ADA requirements and IDOT Standard Details for curb ramps.

Detectable warnings shall be Armor-Tile, Access Tile, Tuftile Tactile Systems Federal number 22144 Brick Red, or approved equal. Detectable warnings shall consist of truncated domes meeting the requirements of ADAAAG/PROWAG and the details shown on the plans. Panels shall be installed full width of the walk (2" max concrete border allowed) in accordance with the latest PROWAG guidelines and at the direction of the Engineer.

Shop drawings shall be submitted to the engineer for approval before installation.

Basis of Payment: This work will be measured and paid for at the contract unit price per each of DETECTABLE WARNINGS and shall include the cost of the tile and installation.



#### **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 5 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.

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.

#### **440 BRICK PAVER REMOVAL**

This work shall consist of the removal and disposal of existing brick pavers in accordance with the applicable portions of Section 440 of the Standard Specifications and as specified herein.

Brick Paver Removal shall also include the removal and disposal of any aggregate or PCC base course material found below the brick pavers.

Basis of Payment: This work will be paid for at the Contract unit price per square foot of BRICK PAVER REMOVAL, which price shall be payment in full for completing this work as specified.

#### **440 DRIVEWAY PAVEMENT REMOVAL**

This work shall consist of removing existing hot-mix asphalt and P.C.C. driveway pavements regardless of thickness in accordance with the applicable portions of Section 440 of the Standard Specifications. This work shall also include the removal of any driveway edge treatments including but not limited to aggregate, timber and Portland Cement Concrete.

Any existing aggregate along the edge of the driveway shall be carefully removed and stored for reuse. After the driveway construction has been completed, the aggregate shall be replaced along the edge of the drive. The cost of replacing the aggregate edge treatment shall be considered included in the cost of this pay item.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

Any existing timber edge treatments shall be carefully removed and stored for reuse. Whenever possible, the timber edge treatments shall be disassembled without sawing. After the driveway construction has been completed, the timber edge treatments shall be reassembled to their original condition. The cost of reassembling the timber edge treatments shall be considered included in the cost of this pay item.

The Contractor shall perform a full-depth saw cut across the driveway at the location designated by the Engineer. Any portion of the existing driveway, which is damaged as a result of the removal activities, shall be removed and replaced at the sole expense of the Contractor.

The driveway width and length will be measured to determine the area eligible for payment. The removal of aggregate, timber and P.C.C. edge treatments shall be considered included in the cost of this pay item and will not be measured separately.

Basis of Payment: This work will be paid for at the contract unit price per square yard of DRIVEWAY PAVEMENT REMOVAL which price shall include any necessary labor.

#### **440#09 CONCRETE BREAKERS**

When removing pavement, curb and gutter, shoulder, and/or any other structures, the use of any type of concrete breakers which might damage the underground public or private utilities will not be permitted. Under no circumstances will the use of a frost ball be permitted.

#### **550#01 BACKFILLING STORM SEWER UNDER ROADWAY**

For storm sewer under the roadway, backfilling methods two (ponding) and three (jetting) described under the provisions of Article 550.07 of the Standard Specifications will not be allowed.

#### **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.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

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 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.

**603.02 DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED**

This work shall consist of adjusting utility structures in accordance with Section 603 of the Standard Specifications and provide and install a new frame and grate as specified by the Engineer or as noted on the construction drawings, except as modified herein.

This work shall include the adjustment of all storm manholes, catch basins and inlets. This work shall also include the adjustment of all water valve vaults and sanitary sewer manholes.

The adjustment of sanitary sewer manholes will include providing and installing a Cretex or approved equal chimney seal.

All broken or deteriorated adjusting rings or bricks shall be removed and replaced with new pre-cast concrete adjusting rings. The use of steel "cheater" rings inside of frames shall not be allowed.

A new Frame and Grate shall be provided in accordance with the details enclosed herein, at locations specified by the engineer. The new frame and lid shall be paid for per each as FRAMES AND LIDS of the type specified.

Basis of Payment: This work will be paid for at the contract unit price per each for DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**603.03 DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED**

This work shall consist of reconstructing utility structures in accordance with Section 603 of the Standard Specifications except as modified herein.

This work shall include the reconstruction of all storm manholes, catch basins and inlets as designated by the Engineer or as shown on the plans. This work shall also include the reconstruction of all water valve vaults and sanitary sewer manholes.

The reconstruction of sanitary sewer manholes will include providing and installing a Cretex or approved equal chimney seal.

A new frame and lid shall be provided where indicated on the plan or as directed by the Engineer. The new frame and lid shall be paid for per each as FRAMES AND LIDS of the type specified.

Basis of Payment: This work will be paid for at the contract unit price per each for DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED.

**604#02 FRAMES AND GRATES**

This work shall consist of furnishing and installing frames, grates, lids and covers, on new or existing structures, where such items are not included in the cost of the drainage or utility structures involved.

The Contractor shall remove and deliver all existing frames, lids and grates to the Municipality's Public Works Department. Any salvaged frames and grates damaged by the Contractor shall be replaced with new frames and grates by the Contractor at his expense.

Precast concrete adjusting rings shall be used to bring the specified casting to the finished grade of the proposed improvement. Mortar shall be placed in joints between adjusting rings and under castings for adjustment within the pavement. Bituminous mastic may be used for adjustment outside pavement. Lids for manholes shall be self-sealing with concealed pick holes.

Lids for combined sewer and sanitary sewer manholes shall have the words "VILLAGE OF BENSENVILLE" and "SANITARY" cast into them. Lids for storm sewer manholes shall have the words "VILLAGE OF BENSENVILLE" and "STORM" cast into them. Lids for water valve vaults shall have the word "VILLAGE OF BENSENVILLE" and "WATER" cast into them.

Basis of Payment: This work shall be measured and paid for at the Contract unit price each for FRAMES, GRATES, FRAMES AND GRATES, FRAMES AND LIDS and FRAMES AND COVERS, of the types specified.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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.**

**606#03R COMBINATION CONCRETE CURB AND GUTTER**

This work shall consist of constructing combination concrete curb and gutter of the cross section detailed on the plans to the limits and elevations as shown on the plans or as directed by the Engineer. All work shall be done in accordance with Section 606 of the Standard Specifications and the details shown on the plans, except as modified herein.

An 8" thick crushed limestone aggregate base course shall be constructed under all proposed combination concrete curb and gutter. 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 blast furnace slag will not be permitted. The aggregate used for base course shall be considered as included in the cost of this pay item.

The subgrade and forms SHALL be checked and approved by the Engineer before the concrete is placed.

**Basis of Payment:** This work shall be measured and paid for at the Contract unit price per foot (meter) for COMBINATION CONCRETE CURB AND GUTTER, of the type specified, which price shall be considered payment in full for completing this work as specified herein.

**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.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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: District One Typical Pavement Markings (TC-13)

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 considered included in the cost of the Contract.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**CANOPY SHELTER**

This work shall consist of all labor, materials and equipment to construct a pre-engineered, pre-finished custom metal canopy shelter and foundations as shown on the plans and as directed by the Engineer.

The canopy shelter shall be a Superior Recreational Products (contact Play Design Scapes, 224-324-4597) or approved equivalent specified as a 12' X 20' (all steel) hip end (RAM) structure; 4:12 pitch; 9'-6" eave height; 4 standard column design; standard 6" Sub surface mount with external anchors or at grade external anchors; pre-fabricated ready to assemble framework; polyester TGIC 6 mil thick powder coated framework using color bumper black; .24 Ga. 36" Wide x 1 1/4" deep R-panel 50 KSI multi rib Kynar 500 coated pre cut-metal roofing using color patina green. Color option may change as directed by the engineer. Engineering shop drawings and calculations must be submitted to the Engineer prior to ordering material.

Basis of Payment: This work shall be measured and paid for at the Contract unit price per each for CANOPY SHELTER, which price shall be considered payment in full for completing this work as specified herein.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**MAINTENANCE OF ROADWAYS**

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

**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.”



VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**FRICTION AGGREGATE (D-1)**

Effective: January 1, 2011

Revised: December 1, 2021

Revise Article 1004.03(a) of the Standard Specifications to read:

**“1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA).** The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>1/</sup> Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L  SMA Binder	<u>Allowed Alone or in Combination</u> <sup>5/ 6/</sup> : Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete <sup>3/</sup>
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 IL-9.5FG or IL-9.5L	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup>

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

Use	Mixture	Aggregates Allowed								
HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	<u>Allowed Alone or in Combination</u> <sup>5/</sup> :								
		Crushed Gravel Carbonate Crushed Stone (other than Limestone) <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup>								
		<u>Other Combinations Allowed:</u>								
		<table><tr><th>Up to...</th><th>With...</th></tr><tr><td>25% Limestone</td><td>Dolomite</td></tr><tr><td>50% Limestone</td><td>Any Mixture D aggregate other than Dolomite</td></tr><tr><td>75% Limestone</td><td>Crushed Slag (ACBF) or Crushed Sandstone</td></tr></table>	Up to...	With...	25% Limestone	Dolomite	50% Limestone	Any Mixture D aggregate other than Dolomite	75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone
		Up to...	With...							
		25% Limestone	Dolomite							
50% Limestone	Any Mixture D aggregate other than Dolomite									
75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone									
HMA High ESAL	E Surface IL-9.5  SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> <sup>5/ 6/</sup> :								
		Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag  No Limestone.								
		<u>Other Combinations Allowed:</u>								
		<table><tr><th>Up to...</th><th>With...</th></tr><tr><td>50% Dolomite<sup>2/</sup></td><td>Any Mixture E aggregate</td></tr><tr><td>75% Dolomite<sup>2/</sup></td><td>Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone</td></tr><tr><td>75% Crushed Gravel<sup>2/</sup></td><td>Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag</td></tr></table>	Up to...	With...	50% Dolomite <sup>2/</sup>	Any Mixture E aggregate	75% Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone	75% Crushed Gravel <sup>2/</sup>	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
		Up to...	With...							
		50% Dolomite <sup>2/</sup>	Any Mixture E aggregate							
75% Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone									
75% Crushed Gravel <sup>2/</sup>	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag									

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

Use	Mixture	Aggregates Allowed	
HMA High ESAL	F Surface IL-9.5  SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> <sup>5/ 6/</sup> :	
		Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Crushed Gravel <sup>2/</sup> or Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."
- 6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80."

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D-1)**

Effective: November 1, 2019

Revised: December 1, 2021

Revise Article 1004.03(c) to read:

“(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0; Stabilized Subbase IL-19.0	CA 11 <sup>1/</sup>
	SMA 12.5 <sup>2/</sup>	CA 13 <sup>4/</sup> , CA 14, or CA 16
	SMA 9.5 <sup>2/</sup>	CA 13 <sup>3/4/</sup> or CA 16 <sup>3/</sup>
	IL-9.5	CA 16, CM 13 <sup>4/</sup>
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 <sup>1/</sup>
	IL-9.5L	CA 16

1/ CA 16 or CA 13 may be blended with the CA 11.

2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ The specified coarse aggregate gradations may be blended.

4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.”

Revise Article 1004.03(e) of the Supplemental Specifications to read:

“(e) Absorption. For SMA the coarse aggregate shall also have water absorption ≤ 2.0 percent.”

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

Revise the "High ESAL" portion of the table in Article 1030.01 to read:

"High ESAL"	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, Stabilized Subbase IL-19.0
	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5"

Revise Note 2. and add Note 6 to Article 1030.02 of the Standard Specifications to read:

"Item"	Article/Section
(g) Performance Graded Asphalt Binder (Note 6)	1032
(h) .....	Fibers (Note 2)

Note 2. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 6. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be a SBS PG 76-22 for IL-4.75, except where modified herein."

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

Revise table in Article 1030.05(a) of the Standard Specifications to read:

"MIXTURE COMPOSITION (% PASSING)" <sup>1/</sup>												
Sieve Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL-9.5mm		IL-9.5FG		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)												
1 in. (25 mm)		100										
3/4 in. (19 mm)	90	100		100								
1/2 in. (12.5 mm)	75	89	80	100		100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	75 <sup>6/</sup>	90	100
#8 (2.36 mm)	20	42	16	24 <sup>4/</sup>	16	32 <sup>4/</sup>	34 <sup>5/</sup>	52 <sup>2/</sup>	45	60 <sup>6/</sup>	70	90
#16 (1.18 mm)	15	30					10	32	25	40	50	65
#30 (600 µm)			12	16	12	18			15	30		
#50 (300 µm)	6	15					4	15	8	15	15	30
#100 (150 µm)	4	9					3	10	6	10	10	18
#200 (75 µm)	3.0	6.0	7.0	9.0 <sup>3/</sup>	7.5	9.5 <sup>3/</sup>	4.0	6.0	4.0	6.5	7.0	9.0 <sup>3/</sup>
#635 (20 µm)			≤ 3.0		≤ 3.0							
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.

3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.

4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.

5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing."

Revise Article 1030.05(b) of the Standard Specifications to read:

(b) Volumetric Requirements. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 and SMA mixtures it shall be 3.5 percent and for Stabilized Subbase it shall be 3.0 percent at the design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder (VFA) of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the following requirements.

Mix Design	Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign				
	30	50	70	80	90
IL-19.0		13.5	13.5		13.5
IL-9.5		15.0	15.0		
IL-9.5FG		15.0	15.0		
IL-4.75 <sup>1/</sup>		18.5			
SMA-12.5 <sup>1/2/5/</sup>				17.0 <sup>3/</sup> /16.0 <sup>4/</sup>	
SMA-9.5 <sup>1/2/5/</sup>				17.0 <sup>3/</sup> /16.0 <sup>4/</sup>	
IL-19.0L	13.5				
IL-9.5L	15.0				

1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.

2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.

3/ Applies when specific gravity of coarse aggregate is  $\geq 2.760$ .

4/ Applies when specific gravity of coarse aggregate is  $< 2.760$ .

5/ For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone"

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

"IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steel slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours."

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

Add after third sentence of Article 1030.09(b) to read:

“If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA document “Determination of Random Density Test Site Locations”. Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure.”

Revise Table 1 and Note 4/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 <sup>1/</sup>	V <sub>D</sub> , P, T <sub>B</sub> , 3W, O <sub>T</sub> , O <sub>B</sub>	V <sub>S</sub> , T <sub>B</sub> , T <sub>F</sub> , O <sub>T</sub>	As specified in Section 1030
IL-4.75 and SMA <sup>3/ 4/</sup>	T <sub>B</sub> , 3W, O <sub>T</sub>	T <sub>F</sub> , 3W	As specified in Section 1030
Mixtures on Bridge Decks <sup>2/</sup>	T <sub>B</sub>	T <sub>F</sub>	As specified in Articles 582.05 and 582.06.

“4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T<sub>B</sub>), and/or three-wheel (3W) rollers for breakdown, except one of the (T<sub>B</sub>) or (3W) rollers shall be 84 inches (2.14 m) wide and a weight of 315 pound per linear inch (PLI) (5.63 kg/mm) and one of the (T<sub>B</sub>) or (3W) rollers can be substituted for an oscillatory roller (O<sub>T</sub>). T<sub>F</sub> rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T<sub>B</sub> rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T<sub>B</sub> rollers nearest the paver and maintain an effective rolling distance of not more than 150 ft (45 m) behind the paver.”

Add the following after the fourth paragraph of Article 406.13 (b):

“The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design’s G<sub>mb</sub>.”

Revise first paragraph of Article 1030.10 of the Standard Specifications to read:

“A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials “Hot Mix Asphalt Test Strip Procedures”. At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results.”

Revise third paragraph of Article 1030.10 of the Standard Specifications to read:



VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

“When a test strip is constructed, the Contractor shall collect and split the mixture according to the document “Hot-Mix Asphalt Test Strip Procedures”. The Engineer, or a representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document “Hot-Mix Asphalt Mixture Design Verification Procedure” Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production.”

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

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.**

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

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

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

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

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

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:

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

- 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.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

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



VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

- 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

**VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT**

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:

<b>Pay Code</b>	<b>Description</b>	<b>Discipline</b>
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.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

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.

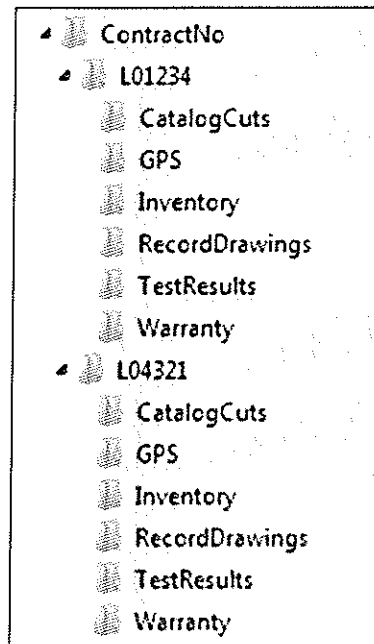
Accuracy. Data collected is to be mapping grade. A handheld mapping grade GPS device shall be used for the data collection. The receiver shall support differential correction and data shall have minimum 5 meter accuracy after post processing.

GPS receivers integrated into cellular communication devices, recreational and automotive GPS devices are not acceptable.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

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.

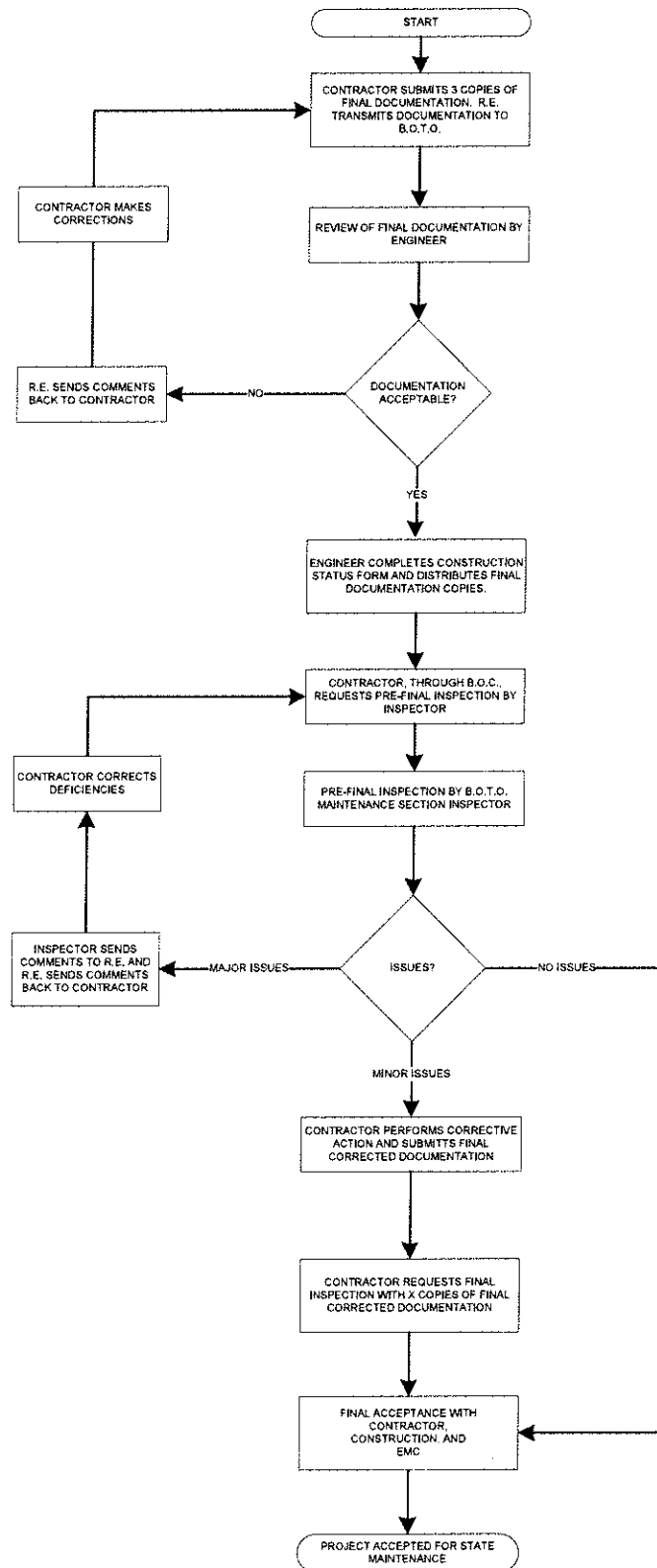
**Acceptance.** Acceptance of electrical work will be given at the time when the Department assumes the responsibility to protect and maintain the work according to Article 107.30 or at the time of final inspection.

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

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

scheduled. Inspection will not be made until after the delivery of acceptable record drawings, specified certifications, and the required guarantees.



VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**Final Acceptance Documentation Checklist**

<b>LOCATION</b>	
Route	Common Name
Limits	Section
Contract #	County
Controller Designation(s)	EMC Database Location Number(s)

<b>ITEM</b>	<b>Contractor (Verify)</b>	<b>Resident Engineer (Verify)</b>
<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.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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.

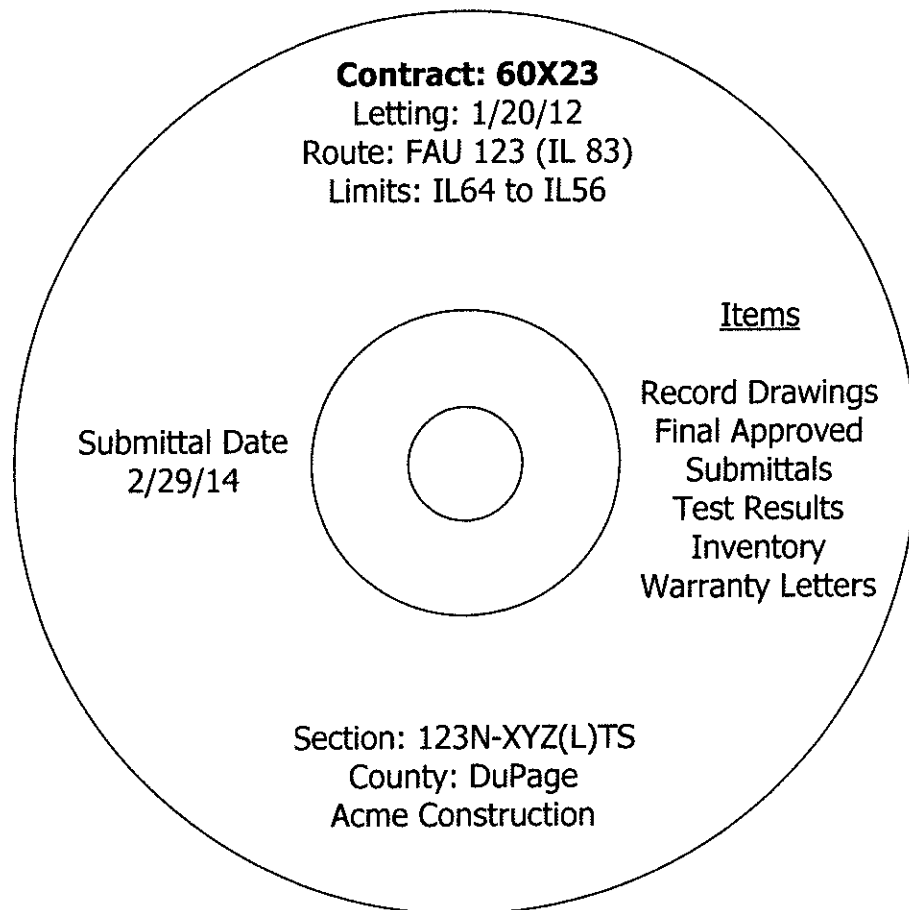
Lighting Controller Inventory Form – Form should be filled out for only proposed lighting controllers.

Light Tower Safety Inspection Form – Form should be filled out for each proposed light tower.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

CD LABEL FORMAT TEMPLATE.

**Label must be printed; hand written labels are unacceptable and will be rejected.**





VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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 coilaible 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.”

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**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.”

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**MODIFY EXISTING LIGHTING CONTROLLER**

This item shall consist of modifying an existing lighting controller in place to accommodate additional and modified lighting/GFI circuits.

The contractor shall remove/salvage existing circuit breakers and furnish/install new circuit breakers. The new circuit breakers shall replace and occupy the same space as the removed breakers. The new breakers shall be bolted onto the cabinet backboard same as existing. Contractor shall re-use existing wiring from breakers to distribution lugs. The contractor shall also install raceways for the new unit duct as necessary

All work shall be in conformance with the drawings, Standard Specifications, N.E.C., and local ordinances. The contractor shall schedule and perform work ensure the existing lighting system will be operational every night from dusk to dawn.

Basis of Payment: This work shall be paid for at the contract unit price each for **MODIFY EXISTING LIGHTING CONTROLLER** which shall be payment in full for all work listed 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.

**CATENARY LIGHTS**

This work shall consist of furnishing and installing catenary lights at locations shown on the plans or as directed by the Engineer.

The light shall be light emitting diode (LED) with color changing option. The lights shall be attached to 1/8" guide wire. The cost of the guide wire, turnbuckles, controller switch, and accessories shall not be paid for separately, but included in the cost of **CATENARY LIGHTS**.

Basis of Payment: This work shall be measured and paid for at the Contract unit price per foot for **CATENARY LIGHTS**, which price shall include all labor, material and equipment to furnish and install the catenary lights as specified herein.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**CATENARY POLE**

This work shall consist of furnishing and installing catenary pole, complete with all required hardware, including bolt covers. This work shall be done in accordance with Section 830 of the Standard Specifications, plans, or as directed by the Engineer.

While handling the poles, the Contractor shall use canvas slings or other measure to avoid scratching the paint. Any damage caused by the Contractor shall be repaired at the Contractor's cost.

Catenary Pole: The catenary pole shall be Lumca Rail Pole LF08-17 LS0105910 A CAP BK with WB18-8BK base and 3/8" stainless steel catenary bracket LF8-FIL. The pole and base must be black in color. GFI access (LF-GFR8-ICR) must be provided in one of the poles. Internal pol wiring shall be #10 XLP-TYPE USE and shall be furnished and installed by the Contractor as part of this work. Pole wiring shall not be paid for separately, but included the cost of CATENARY POLE.

Basis of Payment: This work shall be paid for at the Contract unit price per each for CATENARY POLE, ALUMINUM, 17 FT, which price shall include all labor, material and equipment to furnish and install the catenary lights as specified herein.

**CANOPY SHELTER ELECTRICAL SYSTEM**

This work shall consist of all labor, material and equipment to construct the canopy shelter electrical system as shown on the plans and as directed by the Engineer.

The electrical system for the canopy shelter shall consist of all materials between handhole to handhole that include conduits, wires, 20 amp GFIs, 120 minute timer switch, and light fixture. The light shall be the following light emitting diode (LED) fixture; Cooper Metalux SNX semi-frosted lens, 4 feet length, switchable color temperature (3500/4000/5000K), black painted finish with a part number 4SNX-48SL-LN-UNV-CC83-CD1-BLK-U or approved equivalent.

Basis of Payment: This work shall be measured and paid for at the Contract unit price per each for CANOPY SHELTER ELECTRICAL SYSTEM, which price shall be considered payment in full for completing this work as specified herein.

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DuPAGE COUNTY  
PREVAILING WAGE RATES

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# DuPage County Prevailing Wage Rates posted on 4/15/2024

Trade Title	Rg	Type	C	Base	Foreman	Overtime					Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol	H/W						
ASBESTOS ABT-GEN	All	ALL		48.90	49.90	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		40.59	43.84	1.5	1.5	2.0	2.0	15.22	15.16	0.00	0.88		2.80	5.60
BOILERMAKER	All	BLD		54.71	59.63	2.0	2.0	2.0	2.0	6.97	25.06	0.00	2.83		0.00	0.00
BRICK MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
CARPENTER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
CEMENT MASON	All	ALL		50.75	52.75	2.0	1.5	2.0	2.0	17.33	22.00	0.00	1.15	0.00	1.50	3.00
CERAMIC TILE FINISHER	All	BLD		45.62	45.62	1.5	1.5	2.0	2.0	12.75	15.64	0.00	1.04	0.00	0.00	0.00
CERAMIC TILE LAYER	All	BLD		53.14	58.14	1.5	1.5	2.0	2.0	12.75	19.41	0.00	1.12	0.00	0.00	0.00
COMMUNICATION TECHNICIAN	All	BLD		37.85	40.65	1.5	1.5	2.0	2.0	13.90	24.30	3.20	0.83	0.00	14.15	28.32
ELECTRIC PWR EQMT OP	All	ALL		50.82	69.34	1.5	1.5	2.0	2.0	7.25	14.22	0.00	1.52	1.52	8.63	17.26
ELECTRIC PWR GRNDMAN	All	ALL		39.04	69.34	1.5	1.5	2.0	2.0	7.25	10.93	0.00	1.17	1.17	6.63	13.27
ELECTRIC PWR LINEMAN	All	ALL		61.09	69.34	1.5	1.5	2.0	2.0	7.25	17.10	0.00	1.83	1.83	10.38	20.76
ELECTRIC PWR TRK DRV	All	ALL		40.46	69.34	1.5	1.5	2.0	2.0	7.25	11.33	0.00	1.21	1.21	6.87	13.75
ELECTRICIAN	All	BLD		45.45	49.70	1.5	1.5	2.0	2.0	13.90	27.89	7.13	1.20	0.00	18.13	36.23
ELEVATOR CONSTRUCTOR	All	BLD		65.12	73.26	2.0	2.0	2.0	2.0	16.08	20.56	5.20	0.70		0.00	0.00
FENCE ERECTOR	NE	ALL		48.48	50.48	1.5	1.5	2.0	2.0	13.68	18.32	0.00	0.75	0.00	0.00	0.00
GLAZIER	All	BLD		49.75	51.25	1.5	2.0	2.0	2.0	15.44	25.36	0.00	2.07	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		54.12	57.37	1.5	1.5	2.0	2.0	15.22	17.86	0.00	0.88		4.15	8.30
IRON WORKER	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49		0.00	0.00
LABORER	All	ALL		48.90	49.65	1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
LATHER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
MACHINIST	All	BLD		55.74	59.74	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		38.75	52.46	1.5	1.5	2.0	2.0	12.50	20.95	0.00	0.66	0.00	0.00	0.00
MARBLE SETTER	All	BLD		49.96	54.96	1.5	1.5	2.0	2.0	12.50	22.31	0.00	0.85	0.00	0.00	0.00
MATERIAL TESTER I	All	ALL		38.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		43.90		1.5	1.5	2.0	2.0	17.37	15.91	0.00	0.91		0.00	0.00

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

# DuPage County Prevailing Wage Rates posted on 4/15/2024

MILLWRIGHT	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
OPERATING ENGINEER	All	BLD	1	56.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	2	55.30	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	3	52.75	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	4	51.00	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	5	60.35	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	6	57.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	BLD	7	59.60	60.60	2.0	2.0	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	FLT		41.00	41.00	1.5	1.5	2.0	2.0	20.90	17.85	2.00	2.15		0.00	0.00
OPERATING ENGINEER	All	HWY	1	54.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	2	54.25	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	3	52.20	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	4	50.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	5	49.60	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	6	57.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
OPERATING ENGINEER	All	HWY	7	55.80	58.80	1.5	1.5	2.0	2.0	22.95	20.05	2.00	2.70		0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		55.01	57.51	2.0	2.0	2.0	2.0	14.23	26.00	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		51.55	53.55	1.5	1.5	1.5	2.0	17.98	7.15	0.00	1.55	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		45.49	51.09	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	All	ALL		53.51	55.51	1.5	1.5	2.0	2.0	12.29	25.26	1.70	0.81		0.00	0.00
PIPEFITTER	All	BLD		55.00	58.00	1.5	1.5	2.0	2.0	12.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		50.85	53.90	1.5	1.5	2.0	2.0	12.50	22.80	0.00	1.12	0.00	0.00	0.00
PLUMBER	All	BLD		56.80	60.20	1.5	1.5	2.0	2.0	17.00	17.29	0.00	1.73		0.00	0.00
ROOFER	All	BLD		49.25	54.25	1.5	1.5	2.0	2.0	11.83	16.14	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		54.25	56.96	1.5	1.5	2.0	2.0	13.60	19.43	0.00	1.59	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		56.60	59.35	1.5	1.5	2.0	2.0	14.45	18.80	0.00	0.75	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		57.00	59.00	2.0	2.0	2.0	2.0	17.05	25.56	0.00	0.49	0.00	0.00	0.00
STONE MASON	All	BLD		50.81	55.89	1.5	1.5	2.0	2.0	12.50	23.01	0.00	1.16	0.00	0.00	0.00
SURVEY WORKER	All	BLD		55.00	56.00	1.5	1.5	2.0	2.0	17.00	13.35	0.00	1.49	0.00	0.00	0.00

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

## DuPage County Prevailing Wage Rates posted on 4/15/2024

SURVEY WORKER	All	HWY		55.00	56.00	1.5	1.5	2.0	2.0	17.00	13.35	0.00	1.49	0.00	0.00	0.00
TERRAZZO FINISHER	All	BLD		46.94	46.94	1.5	1.5	2.0	2.0	12.75	17.73	0.00	1.07	0.00	0.00	0.00
TERRAZZO MECHANIC	All	BLD		50.85	54.35	1.5	1.5	2.0	2.0	12.75	19.12	0.00	1.10	0.00	0.00	0.00
TRAFFIC SAFETY WORKER I	All	HWY		40.10	41.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	All	HWY		41.10	42.70	1.5	1.5	2.0	2.0	10.60	9.35	0.00	1.00	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	42.76	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	42.91	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	43.11	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	43.31	43.31	1.5	1.5	2.0	2.0	11.33	14.75	0.00	0.15	0.00	0.00	0.00
TUCK POINTER	All	BLD		50.53	51.53	1.5	1.5	2.0	2.0	9.55	21.72	0.00	1.11	0.00	0.00	0.00

### Legend

**Rg** Region

**Type** Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers

**C** Class

**Base** Base Wage Rate

**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OT Sa** Overtime pay required for every hour worked on Saturdays

**OT Su** Overtime pay required for every hour worked on Sundays

**OT Hol** Overtime pay required for every hour worked on Holidays

**H/W** Health/Welfare benefit

**Vac** Vacation

**Trng** Training

**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES



## DuPage County Prevailing Wage Rates posted on 4/15/2024

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

### TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

### COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network),

## DuPage County Prevailing Wage Rates posted on 4/15/2024

pulling of wire in raceways, but not the installation of raceways.

### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

## DuPage County Prevailing Wage Rates posted on 4/15/2024

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc,

## DuPage County Prevailing Wage Rates posted on 4/15/2024

Compactor, etc.; Tug Boats.

Class 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.; Forklift Trucks; Grouting Machine; 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.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

### OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors 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, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls 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, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master

## DuPage County Prevailing Wage Rates posted on 4/15/2024

Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

### SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

### SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

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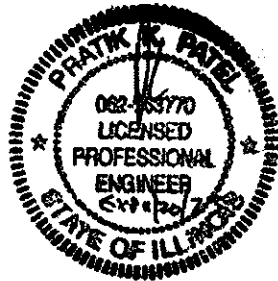
GEOTECHNICAL  
INVESTIGATION

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VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT



REPORT OF  
SUBSURFACE EXPLORATION AND  
GEOTECHNICAL ENGINEERING SERVICES



2024 PAVING PROJECT  
VARIOUS LOCATIONS  
BENSENVILLE, ILLINOIS 60106

CGMT PROJECT NO. 23G0471

FOR  
VILLAGE OF BENSENVILLE  
BENSENVILLE, ILLINOIS

OCTOBER 26, 2023



VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

CGMT Project No. 23G0471  
2024 Paving Project  
Bensenville, Illinois

**TABLE OF CONTENTS**

**EXECUTIVE SUMMARY**

	<b><u>PAGE</u></b>
<b>PROJECT OVERVIEW</b>	<b>1</b>
Introduction	1
Project Description	1
Scope of Work	1
<b>EXPLORATION RESULTS</b>	<b>2</b>
Site Description	2
Surface Conditions	2
Soil Conditions	9
Groundwater Observations	10
<b>ANALYSIS AND RECOMMENDATIONS</b>	<b>12</b>
Overview	12
Subgrade Preparation Recommendations for Complete Reconstruction	12
Subgrade Preparation Recommendations for Partial Reconstruction	14
Milling and Overlay	14
Engineered Fill	14
Pavements	15
General Construction Considerations	16
<b>EXPLORATION PROCEDURES</b>	<b>18</b>
Subsurface Exploration Procedures	18
Laboratory Testing Program	18
<b>CLOSING</b>	<b>19</b>
<b>APPENDIX</b>	





VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

CGMT Project No. 23G0471  
2024 Paving Project  
Bensenville, Illinois

**EXECUTIVE SUMMARY**

Construction & Geotechnical Material Testing, Inc. (CGMT) has completed your subsurface exploration and geotechnical engineering project. The subsurface conditions encountered during our exploration and CGMT's conclusions and recommendations are summarized below. This summary should not be considered apart from the entire text of the report with all the qualifications and considerations mentioned herein. Details of our conclusions and recommendations are discussed in the following sections and in the Appendix of this report.

The project site is located along Dennis Drive, Dolores Drive, Jacquelyn Drive, Pamela Drive, David Drive, Daniel Drive, E. Belmont Avenue, Dante Court, W. Belmont Avenue, Addison Street, Center Street, Redmond Court, Brentwood Drive, Brentwood Court, John Street, Legends Lane, Eastview Avenue and the Village Hall Parking Lot in Bensenville, Illinois. A total of forty-six (46) pavement cores and soil borings, C-1 through C-46 were performed for this project. The pavement thicknesses and subsurface conditions encountered at the pavement cores and borings performed at the site can be summarized as follows:

Approximately 3 to 9 1/2 inches of asphalt pavement underlain by approximately 4 to 14 inches of aggregate base course were encountered at the ground surface in the pavement cores C-1 through C-24, C-26, C-28 and C-31 through C-46. Approximately 9 inches of asphalt pavement was encountered at the ground surface in the pavement core C-25. Approximately 4 to 7 3/8 inches of asphalt pavement underlain by approximately 2 3/4 to 6 1/4 inches of concrete underlain by approximately 3 to 14 inches of aggregate base course were encountered at the ground surface in the pavement cores C-27, C-29 and C-30. The surface materials were underlain by brown loose to very dense sand and gravel fill soils that extended to the boring termination depths of approximately 2 1/2 feet below the existing grade in the soil borings C-1, C-27 and C-41. The surface materials were underlain by brown loose clayey sand and gravel fill soils that extended to the boring termination depth of approximately 2 1/2 feet below the existing grade in the soil boring C-2. The surface materials were underlain by black, dark brown, brown, brown and gray or gray stiff to hard silty clay, trace sand and gravel fill soils that extended to the boring termination depths of approximately 2 1/2 feet below the existing grade in the soil borings C-3 through C-26, C-28 through C-40 and C-42 through C-46.

Subgrade preparation for complete reconstruction should be initiated by removing the existing asphalt pavement, along with the underlying base course. Any topsoil and/or soft layers encountered immediately below the base course, should also be stripped from the pavement subgrade at this time. Based on the boring field and laboratory and test data, the immediate subgrade soils encountered in the soil borings C-2, C-27, C-36, C-42 and C-46 may be unsuitable for continued support of pavements. As such, CGMT recommended soils near those borings may require remediation. Additional unstable areas may be exposed during construction operations. The actual need for the recommended treatment should be determined in the field at the time of construction based on guidelines presented in the IDOT Geotechnical Engineer Manual under the direction of a licensed geotechnical engineer. All potentially unstable soils should be tested with a cone penetrometer and treated in accordance with Article 301.04 of the IDOT Standard Specifications for Road and Bridge Construction and the undercut guidelines in the IDOT Subgrade Stability Manual.

Following the removal of the existing pavement section and removal of any visibly unsuitable materials, such as utility trench fill, the exposed soil subgrade should be closely observed and proofrolled. The proofrolling should be performed using a fully loaded tandem axle dump truck or other equipment providing an equivalent subgrade loading. A minimum gross weight of 25 tons is recommended for the proofrolling equipment.

For the design and construction of exterior pavements, we recommend that the existing pavement section and unsuitable materials be removed before construction of new pavements and that new pavements will be supported by stable and approved subgrades consisting of silty clay fill soils or on new engineered fill.

Assuming the pavement subgrade will consist predominantly of the cohesive soils and new fill prepared in accordance with the recommendations given in this report, an estimated IBR value of 3 could be used in proportioning a flexible pavement section. Similarly, an estimated modulus of subgrade reaction value equal to 100 pounds per cubic inch could be used for design of rigid concrete pavement sections. A Subgrade Stability Rating (SSR) rating of (Poor) should be used for pavement design. Concrete pavements should be air-entrained Portland cement concrete with a minimum compressive strength of 4,000 psi and a minimum flexural strength of 650 psi. Concrete strength requirements are outlined in article 1020.04 of the Standard Specifications for Road and Bridge Construction, effective April 1, 2016.

We recommend that the utility excavations, preparation of subgrades, and pavement construction be monitored full-time by a CGMT geotechnical engineer or his representative to verify that the exposed subgrade materials will be suitable for the pavement support.

Report Prepared By:

***Blake Sloan***

Blake A. Sloan  
Staff Engineer

Report Reviewed By:

***Pratik Patel***

Pratik K. Patel, P.E.  
Principal



# VILLAGE OF BENSENVILLE VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

CGM Project No. 23G0471  
2024 Paving Project  
Bensenville, Illinois

## 1 PROJECT OVERVIEW

### Introduction

This report presents the results of our subsurface exploration and engineering services for the 2024 Paving Project on Dennis Drive, Dolores Drive, Jacquelyn Drive, Pamela Drive, David Drive, Daniel Drive, E. Belmont Avenue, Dante Court, W. Belmont Avenue, Addison Street, Center Street, Redmond Court, Brentwood Drive, Brentwood Court, John Street, Legends Lane, Eastview Avenue and the Village Halll Parking Lot in Bensenville, Illinois. A General Location Plan included in the Appendix of this report, shows the approximate location of this project.

### Project Description

ITEM	DESCRIPTION
Site Layout	See Boring Location Diagram in the Appendix
Proposed Construction	Based on the information provided to us, the Village of Bensenville is proposing to rehabilitate the pavement on Dennis Drive, Dolores Drive, Jacquelyn Drive, Pamela Drive, David Drive, Daniel Drive, E. Belmont Avenue, Dante Court, W. Belmont Avenue, Addison Street, Center Street, Redmond Court, Brentwood Drive, Brentwood Court, John Street, Legends Lane, Eastview Avenue and the Village Halll Parking Lot in Bensenville, Illinois
Grading and Existing Site Considerations	Site grading including cuts and fills are anticipated to be less than 1 foot will be needed to develop the final site grades across the site.

### Scope of Work

The conclusions and recommendations contained in this report are based on the soil borings performed in the vicinity of the proposed pavement areas, and associated laboratory testing of selected soil samples. The scope of the subsurface exploration included the following:

#### Number of Pavement Cores and Soil Borings

46

#### Depth (feet)

2½

The results of the soil borings, along with a Boring Location Plan showing the approximate locations where the borings were performed, are included in the Appendix of this report. Once the samples were returned to our laboratory, we laboratory tests on selected representative soil samples from the borings to evaluate pertinent engineering properties, and, we analyzed the field and laboratory data to develop appropriate engineering recommendations.

The purpose of this report is to provide information and geotechnical engineering recommendations with regard to:

- Subsurface Soil and Groundwater Conditions
- Pavement Design and Construction
- Site Preparation and Earthwork



**VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT**

CGM Project No. 23G0471  
2024 Paving Project  
Bensenville, Illinois

2

**EXPLORATION RESULTS**

**Site Description**

ITEM	DESCRIPTION
<b>Project Locations</b>	The project site is located along Dennis Drive, Dolores Drive, Jacquelyn Drive, Pamela Drive, David Drive, Daniel Drive, E. Belmont Avenue, Dante Court, W. Belmont Avenue, Addison Street, Center Street, Redmond Court, Brentwood Drive, Brentwood Court, John Street, Legends Lane, Eastview Avenue and the Village Hall Parking Lot in Bensenville, Illinois
<b>Existing Site Improvements</b>	At the time of our exploration, the existing pavement was relatively in poor condition with many cracks in longitudinal, transverse, and random orientations. Areas of alligator cracking were also present throughout the existing pavement. In our opinion, the pavement appeared to be near the end of its useful life.

**Surface Conditions**

A total of forty-six (46) pavement cores, C-1 through C-46, were performed for this project. The pavement conditions and thicknesses are summarized in the table below:

Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-1	Dennis Drive	16 1/2 in.	1" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1/2" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			2" Asphalt	Binder Coarse, Trace Voids, Good Bond
			1 3/4" Asphalt	Binder Coarse, Little Voids, Good Bond
			4 1/4" Asphalt	Binder Coarse, Little Voids
			7" Base Course	Apparent IDOT CA06
C-2	Dennis Drive	16 1/2 in.	1 1/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			2 1/4" Asphalt	Binder Coarse, Trace Voids
			12" Base Course	Apparent IDOT CA06
C-3	Dolores Drive	17 5/8 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			1 1/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			2 7/8" Asphalt	Binder Coarse, Trace Voids
			12" Base Course	Apparent IDOT CA06



**VILLAGE OF BENSENVILLE**  
**VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT**

CGM Project No. 23G0471  
 2024 Paving Project  
 Bensenville, Illinois

3

Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-4	Jacquelyn Drive	16 3/4 in.	2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			1 1/4" Asphalt	Surface Coarse, Little Voids With Horizontal and Vertical Cracking, Poor Bond
			2 1/4" Asphalt	Binder Coarse, Little Voids With Horizontal Cracking, Poor Bond
			1 1/4" Asphalt	Binder Coarse, Little Voids
			12" Base Course	Apparent IDOT CA06
C-5	Dennis Drive	11 5/8 in.	1 5/8" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			1" Asphalt	Surface Coarse, Little Voids, Good Bond
			1 3/8" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 5/8" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-6	Pamela Drive	11 1/2 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Poor Bond
			Geotextile	Paving Fabric
			2" Asphalt	Surface Coarse, Little Voids
			8" Base Course	Apparent IDOT CA06
C-7	Dolores Drive	20 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			3 1/2" Asphalt	Binder Coarse, Trace Voids, Good Bond
			3" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-8	David Drive	12 in.	1 1/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			1 1/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			2 1/2" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06



**VILLAGE OF BENSENVILLE**  
**VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT**

CGMI Project No. 23G0471  
 2024 Paving Project  
 Bensenville, Illinois

4

Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-9	Daniel Drive	12 1/4 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Poor Bond
			Geotextile	Paving Fabric
			1 3/4" Asphalt	Binder Coarse, Trace Voids, Poor Bond
			Geotextile	Paving Fabric
			1" Asphalt	Surface Coarse, Little Voids
			8" Base Course	Apparent IDOT CA06
C-10	Dolores Drive	17 1/2 in.	1 3/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			1 3/4" Asphalt	Binder Coarse, Little Voids
			14" Base Course	Apparent IDOT CA06
C-11	Daniel Drive	11 5/8 in.	1" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			1 7/8" Asphalt	Surface Coarse, Little Voids, Good Bond
			1 3/4" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-12	Daniel Drive	12 in.	1" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			2 1/2" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-13	Dolores Drive	11 1/4 in.	2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			2 1/4" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-14	David Drive	12 3/4 in.	1 1/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			1 3/8" Asphalt	Surface Coarse, Little Voids, Good Bond
			2 1/8" Asphalt	Surface Coarse, Trace Voids, Good Bond
			2" Asphalt	Binder Coarse, Trace Voids
			6" Base Course	Apparent IDOT CA06



VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

CGM Project No. 23G0471  
2024 Paving Project  
Bensenville, Illinois

5

Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-15	David Drive	12 in.	2 1/8" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 7/8" Asphalt	Binder Coarse, Trace Voids
			8" Base Course	Apparent IDOT CA06
C-16	Pamela Drive	12 3/8 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			1" Asphalt	Surface Coarse, Some Voids, Good Bond
			1 7/8" Asphalt	Binder Coarse, Trace Voids
			8" Base Course	Apparent IDOT CA06
C-17	E. Belmont Avenue	17 1/2 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 1/2" Asphalt	Binder Coarse, Little Voids
			11" Base Course	Apparent IDOT CA06
C-18	E. Belmont Avenue	19 in.	2" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			2 1/4" Asphalt	Surface Coarse, Little Voids, Poor Bond
			Geotextile	Paving Fabric
			3 3/4" Asphalt	Binder Coarse, Little Voids
			11" Base Course	Apparent IDOT CA06
C-19	Dante Court	12 1/4 in.	2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			2 1/4" Asphalt	Binder Coarse, Trace Voids, Good Bond
			3 3/4" Asphalt	Binder Coarse, Trace Voids
			6" Base Course	Apparent IDOT CA06



**VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT**

CGMI Project No. 23G0471  
2024 Paving Project  
Bensenville, Illinois

6

Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-20	Jacquelyn Drive	9 in.	1 5/8" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			7/8" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 1/2" Asphalt	Binder Coarse, Trace Voids
			4" Base Course	Apparent IDOT CA06
C-21	W. Belmont Avenue	16 5/8 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			3 1/8" Asphalt	Binder Coarse, Trace Voids
			12" Base Course	Apparent IDOT CA06
C-22	W. Belmont Avenue	12 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			3 1/2" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-23	Addison Street	11 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Poor Bond
			2 1/2" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-24	Addison Street	11 3/4 in.	1 1/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			2 1/2" Asphalt	Binder Coarse, Trace Voids
			8" Base Course	Apparent IDOT CA06
C-25	Center Street	9 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 3/4" Asphalt	Binder Coarse, Little Voids, Poor Bond
			1" Asphalt	Binder Coarse, Trace Voids, Good Bond
			1 3/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			3" Asphalt	Surface Coarse, Trace Voids
C-26	Center Street	10 in.	1 1/8" Asphalt	Surface Coarse, Little Voids, Good Bond
			2 7/8" Asphalt	Binder Coarse, Trace Voids
			6" Base Course	Apparent IDOT CA06



# VILLAGE OF BENSENVILLE VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

CGMT Project No. 23G0471  
2024 Paving Project  
Bensenville, Illinois

7

Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-27	Redmond Court	22 3/4 in.	2 3/8" Asphalt	Surface Coarse, Little Voids, Poor Bond
			1 7/8" Asphalt	Binder Coarse, Trace Voids, Good Bond
			1 3/4" Asphalt	Binder Coarse, Little Voids, Poor Bond
			2 3/4" Concrete	PCC, Poor Condition With Horizontal and Vertical Cracking
			14" Base Course	Apparent IDOT CA06
C-28	Redmond Court	19 in.	1 3/4" Asphalt	Surface Coarse, Little Voids, Poor Bond
			3 1/4" Asphalt	Binder Coarse, Little Voids
			14" Base Course	Apparent IDOT CA06
C-29	Brentwood Drive	21 1/4 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Good Bond
			1" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			1 1/2" Asphalt	Binder Coarse, Trace Voids, Poor Bond
			6 1/4" Concrete	PCC, Good Condition
			11" Base Course	Apparent IDOT CA06
C-30	Brentwood Drive	14 3/4 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Good Bond
			3 1/4" Asphalt	Binder Coarse, Trace Voids, Good Bond
			2 5/8" Asphalt	Binder Coarse, Trace Voids, Poor Bond
			4 3/8" Concrete	PCC, Good Condition
			3" Base Course	Apparent IDOT CA06
C-31	Brentwood Drive	18 3/8 in.	1 3/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			3" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 5/8" Asphalt	Surface Coarse, Trace Voids
			12" Base Course	Apparent IDOT CA06
C-32	Brentwood Drive	15 in.	1" Asphalt	Surface Coarse, Little Voids, Good Bond
			1" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			1" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			3" Asphalt	Binder Coarse, Little Voids, Good Bond
			2" Asphalt	Binder Coarse, Little Voids
			7" Base Course	Apparent IDOT CA06





**VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT**

CGM Project No. 23G0471  
2024 Paving Project  
Bensenville, Illinois

8

Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-33	Brentwood Court	23 in.	1" Asphalt	Surface Coarse, Little Voids, Good Bond
			1" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			1" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			3" Asphalt	Binder Coarse, Little Voids, Good Bond
			2" Asphalt	Binder Coarse, Little Voids
			14" Base Course	Apparent IDOT CA06
C-34	John Street	19 in.	2 1/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			4 3/4" Asphalt	Binder Coarse, Little Voids
			12" Base Course	Apparent IDOT CA06
C-35	John Street	19 1/2 in.	1 3/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			3 3/4" Asphalt	Binder Coarse, Trace Voids
			14" Base Course	Apparent IDOT CA06
C-36	Legends Lane	18 3/4 in.	1" Asphalt	Surface Coarse, Little Voids, Poor Bond
			3 1/4" Asphalt	Binder Coarse, Trace Voids, Good Bond
			2 1/2" Asphalt	Binder Coarse, Trace Voids
			12" Base Course	Apparent IDOT CA06
C-37	E. Belmont Avenue	21 1/4 in.	2" Asphalt	Surface Coarse, Little Voids, Good Bond
			2 3/4" Asphalt	Binder Coarse, Trace Voids, Good Bond
			2 1/2" Asphalt	Binder Coarse, Trace Voids
			14" Base Course	Apparent IDOT CA06
C-38	E. Belmont Avenue	19 in.	2 3/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			4 1/4" Asphalt	Binder Coarse, Little Voids
			12" Base Course	Apparent IDOT CA06
C-39	Eastview Avenue	10 3/4 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Good Bond
			2 1/4" Asphalt	Binder Coarse, Little Voids
			7" Base Course	Apparent IDOT CA06
C-40	Eastview Avenue	11 1/4 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Poor Bond
			2 3/4" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06



# VILLAGE OF BENSENVILLE VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

CGM1 Project No. 23G0471  
2024 Paving Project  
Bensenville, Illinois

9

Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-41	Village Hall Parking Lot	14 1/2 in.	1 1/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			2 1/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			1" Asphalt	Binder Coarse, Some Voids With Horizontal Cracking
			10" Base Course	Apparent IDOT CA06
C-42	Village Hall Parking Lot	15 in.	2" Asphalt	Surface Coarse, Little Voids, Good Bond
			2" Asphalt	Binder Coarse, Little Voids
			11" Base Course	Apparent IDOT CA06
C-43	Village Hall Parking Lot	15 in.	1 1/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			1 3/4" Asphalt	Surface Coarse, Little Voids
			12" Base Course	Apparent IDOT CA06
C-44	Village Hall Parking Lot	15 1/8 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Good Bond
			2 5/8" Asphalt	Surface Coarse, Little Voids
			11" Base Course	Apparent IDOT CA06
C-45	Village Hall Parking Lot	12 3/4 in.	1 5/8" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			2 1/8" Asphalt	Surface Coarse, Little Voids
			9" Base Course	Apparent IDOT CA06
C-46	Village Hall Parking Lot	15 in.	1 5/8" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			3 1/8" Asphalt	Binder Coarse, Trace Voids, Poor Bond
			1 1/4" Asphalt	Binder Coarse, Trace Voids
			9" Base Course	Apparent IDOT CA06

## Soil Conditions

A total of forty-six (46) soil borings, C-1 through C-46, were performed for this project. The subsurface conditions encountered at the soil borings performed at the site can be summarized as follows:



VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

CGMT Project No. 23G0471  
2024 Paving Project  
Bensenville, Illinois

10

The surface materials were underlain by brown loose to very dense sand and gravel fill soils that extended to the boring termination depths of approximately 2½ feet below the existing grade in the soil borings C-1, C-27 and C-41. The surface materials were underlain by brown loose clayey sand and gravel fill soils that extended to the boring termination depth of approximately 2½ feet below the existing grade in the soil boring C-2. The surface materials were underlain by black, dark brown, brown, brown and gray or gray stiff to hard silty clay, trace sand and gravel fill soils that extended to the boring termination depths of approximately 2½ feet below the existing grade in the soil borings C-3 through C-26, C-28 through C-40 and C-42 through C-46.

SOILS	SOIL CHARACTERISTICS
Fill: Cohesive Soils	4 to 12 blows per foot Unconfined Compressive Strengths: 1.5 to 4.5+ tsf; Stiff to Hard Moisture Contents: 12.5 to 29.1 percent Dry Densities: 86.5 to 111.6 lbs./ft <sup>3</sup>
Fill: Granular Soils	6 to 60 blows per foot; Loose to Very Dense Moisture Contents: 7.6 to 10.9 percent

**Groundwater Observations**

Observations for groundwater were made during sampling and upon completion of the drilling operations at the boring locations. In auger drilling operations, water is not introduced into the boreholes, and the groundwater position can often be obtained by observing water flowing into or out of the boreholes. Furthermore, visual observation of the soil samples retrieved during the auger drilling exploration can often be used in evaluating the groundwater conditions. Groundwater levels were observed during drilling and immediately the completion of drilling. Groundwater measurements are summarized in the table below.

**Groundwater Summary**

LOCATION	GROUNDWATER LEVELS (FEET)	
	DURING DRILLING	IMMEDIATELY AFTER COMPLETION
Soil Borings C-1 through C-46	None	None

Glacial till soils in the Midwest frequently oxidize from gray to brown above the level at which the soil remains saturated. The seasonal high water table is often interpreted to be near this zone of color change. Based on the results of this exploration, the season high water table may be located at depths greater than those explored.

More definitive evidence of prevailing groundwater levels could be obtained through the use of groundwater monitoring wells, which CGMT could install and monitor if requested.

It should be noted that the groundwater level can vary based on precipitation, evaporation, surface run-off and other factors not immediately apparent at the time of this exploration. Surface water runoff will be a factor during general construction, and steps should be taken during construction to control surface water runoff and to remove any water that may accumulate in the proposed excavations as well as floor slab and pavement areas. Precipitation generally varies seasonally. To assist in anticipating groundwater fluctuations changes throughout the year, average monthly precipitation is provided in the table below. Average precipitation levels were obtained from wunderground.com.



VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

CGM Project No. 23G0471  
2024 Paving Project  
Bensenville, Illinois

11

Seasonal Precipitation

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total
Normal Precipitation (inches)	2.53	3.83	2.50	2.98	0.54	2.65	7.61	1.33	3.36	1.66	0.86	2.17	32.02



# VILLAGE OF BENSENVILLE VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

CGMT Project No. 23G0471  
2024 Paving Project  
Bensenville, Illinois

## 12

### ANALYSIS AND RECOMMENDATIONS

#### Overview

The following recommendations have been developed on the basis of the previously described project characteristics and subsurface conditions encountered. If there are any changes to the project characteristics or if different subsurface conditions are encountered during construction, CGMT should be consulted so that the recommendations of this report can be reviewed. The pavement rehabilitation methods that could be considered would include:

- Complete Reconstruction of aggregate base and pavement
- Partial Reconstruction
- Milling and Overlay

Based on the observed condition of the pavements which include severe longitudinal, transverse, and alligator cracking, at the boring locations, a partial reconstruction program or a milling and overlay program will probably be best suited in most areas. A complete reconstruction of aggregate base and pavement program would likely be the most expensive alternate but would provide higher confidence of the subgrade and subbase materials would likely be best suited.

Complete reconstruction would consist of removing the entire existing pavement section down to the soil subgrade. It is possible that undercutting may be necessary when subgrade soils consisting of high moisture and/or organic soils are exposed following removal of the asphalt pavement layers.

#### Subgrade Preparation Recommendations for Complete Reconstruction

Subgrade preparation for complete reconstruction should be initiated by removing the existing asphalt pavement, along with the underlying base course. Any topsoil and/or soft layers encountered immediately below the base course, should also be stripped from the pavement subgrade at this time. Based on the boring field and laboratory and test data, the immediate subgrade soils encountered in the soil borings C-2, C-27, C-36, C-42 and C-46 may be unsuitable for continued support of pavements. As such, CGMT recommended soils near those borings may require remediation. Additional unstable areas may be exposed during construction operations. The actual need for the recommended treatment should be determined in the field at the time of construction based on guidelines presented in the IDOT Geotechnical Engineer Manual under the direction of a licensed geotechnical engineer. All potentially unstable soils should be tested with a cone penetrometer and treated in accordance with Article 301.04 of the IDOT Standard Specifications for Road and Bridge Construction and the undercut guidelines in the IDOT Subgrade Stability Manual.

We recommend that the project geotechnical engineer or his representative should be on site to monitor stripping and site preparation operations and observe that unsuitable soils have been satisfactorily removed and to observe proofrolling.

After removal of unsuitable/deleterious materials and stripping to the desired grade, and prior to fill placement, we recommend the stripped/exposed subgrades be observed by an experienced geotechnical engineer or his authorized representative at the time of construction in order to aid in identifying localized soft/loose or unsuitable materials which should be removed. Proofrolling using a loaded dump truck having a gross weight of at least 25 tons, may be used at this time to aid in identifying localized soft or unsuitable material which should be removed. If poorer soil conditions (very soft, clay loam soils are sensitive to moisture changes and some softening/disturbance of the exposed soils should be expected following periods of precipitation. If any remediation is required at time of construction, it may include undercutting and placement of a stabilization stone such as IDOT gradation CA-1 or PGE materials or approved fill material.



**VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT**

CGMT Project No. 23G0471  
2024 Paving Project  
Bensenville, Illinois

**13**

Proofrolling will aid in providing a firm base for compaction of new fill or subbase materials and in delineating soft or unstable subgrade conditions. Soft or unstable subgrades identified by proofrolling should be scarified in-place, moisture conditioned as necessary, and recompacted as recommended below. If adequate stability cannot be achieved through scarification and recompaction, or project schedules or weather conditions do not allow scarification and recompaction, the unstable material should be undercut and replaced with suitable engineered fill. Although the borings did not suggest that extensive areas of undercutting would be required, subgrade conditions between borings and core holes could vary and some contingency for undercutting should be provided in the contract documents.

If improvements are needed, the aggregate subgrade improvement, as discussed in the IDOT District One Special Provision 303, shall be installed. The special provision requires a gradation CS 01 for a minimum thickness of 12 inches. The upper 3 inches of the improved subgrade shall be composed of a material that will have a maximum particle size of 1½ inches.

Based on the boring information, CGMT anticipates that the aggregate subgrade improvement will be required at the locations noted in the table below, but may also be needed at other locations where the exposed soils consist of unsuitable or unstable soils as determined by the CGMT's on-site representative.

**Anticipated Areas Requiring Subgrade Improvement**

<b>Location</b>	<b>Material</b>	<b>Depth</b>
Soil Boring C-2	Clayey Sand and Gravel, brown, loose (SC-GC FILL) - Low Strength Soils	1 to 2½ feet
Soil Boring C-27	Sand and Gravel, brown, loose (SP-GP FILL) - Low Strength Soils	1½ to 2½ feet
Soil Boring C-36	Silty Clay, Trace Sand and Gravel, dark brown, very stiff (CL FILL) - High Moisture Soils	1½ to 2½ feet
Soil Boring C-42	Silty Clay, Trace Sand and Gravel, dark brown, stiff (CL FILL) - Low Strength and High Moisture Soils	1 to 2½ feet
Soil Boring C-46	Silty Clay, Trace Sand and Gravel, brown, very stiff (CL FILL) - High Moisture Soils	1 to 2½ feet

The IDOT District One Geotechnical Unit requires the use of a 12-inch-thick application of aggregate subgrade improvement for all roads that use Federal Funds. As such, CGMT recommends the new pavement section by underlain by a minimum of 12-inches of well-compacted granular fill.

Where required undercuts are less than about 1 foot in depth, IDOT Gradation CA-6 granular fill materials or stockpiled granular base material should be used to backfill the undercut. Where undercuts exceed about 1 foot, consideration could be given to backfilling the undercuts with an approved coarse crushed stone. However, these coarser materials should be "choked off" with a minimum 6-inch thickness of CA-6. The use of geotextile or geogrid materials to separate and reinforce the engineered fill could also be considered. Geotextiles can often provide some savings by reducing the required depths of cut and subsequent fill volumes. If undercut depths excess about 1.5 to 2 feet, consideration should be given to using geotextiles.

We should note that the use of granular soils as undercut backfill can create localized areas for water to collect below pavements, which can contribute to subgrade saturation, pumping and frost heave. If conditions warrant such undercuts and granular backfill, it may also be necessary to provide an outlet, such as a gravel filled trench extended to a catch basin or sewer trench backfill, to drain the zone of granular fill.



## VILLAGE OF BENSENVILLE VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

CGMT Project No. 23G0471  
2024 Paving Project  
Bensenville, Illinois

### 14

Some of the near surface soils encountered in the borings had somewhat high moisture contents, and sand or silt layers will likely be encountered near the ground surface. These soil types could be encountered in isolated to relatively broad areas during grading. Instability and disturbance of these soil types could occur during construction, particularly if wetted by surface water or seepage. These soils may exhibit a relatively firm/stable condition upon initial exposure at the subgrade level. However, repetitive construction traffic and/or wetting will deteriorate the strength of these soils. It is likely that portions of the pavement subgrades could become unstable during proofrolling and construction operations and some means of subgrade stabilization may be required to facilitate construction.

Representatives of CGMT should be present on an on-going basis to perform observations and testing during the preparation of the pavement areas.

### **Subgrade Preparation Recommendations for Partial Reconstruction**

Site preparation for a partial pavement reconstruction would involve the primary steps outlined above, with the exception of removing only a portion of the existing aggregate base course. The amount of base course to be removed would be dependent upon the pavement section thickness used to reconstruct the pavement (see previous section of report).

Any aggregate base course which is disturbed during the removal process should be recompact. After excavating to grade and recompact as necessary, the proofrolling and undercutting procedures outlined earlier should be performed.

### **Milling and Overlay**

Milling and overlaying the existing asphalt pavement for pavement rehabilitation could also be considered. Areas of alligator cracking or rutting would likely need to be removed and replaced with a thicker section of new asphalt. Following the milling operation, cracks in the exposed asphalt pavement should be sealed and a crack resistant fabric should be placed over the existing milled asphalt surface prior to the placing the overlay.

Milling over thin sections of existing asphalt pavement (less than 3 or 4 inches) may not be feasible since existing cracks probably extend completely through the existing asphalt pavement and may cause the pavement break up during milling. Therefore, a combination of asphalt pavement removal would probably need to be performed in conjunction with any mill and overlay program.

The planned thickness of new overlay could exceed the practical depth of milling (particularly where existing pavements are thin). The asphalt overlay could extend above the flow line along existing curb and gutter in some areas or additional milling would probably need to be performed around existing manhole structures and curbs to match existing elevations.

### **Engineered Fill**

Where new fill material is required for backfill or to otherwise reach the design subgrade elevation beneath pavements, we recommend that engineered fill be used. Any soil placed as engineered fill should be an approved material, free of organic matter or debris, be a non-frost susceptible soil, and have a liquid limit and plasticity index less than 40 and 15, respectively. The project geotechnical engineer should be consulted to determine the suitability of off-site/on-site materials for use as engineered fill, prior to use or placement. Fill materials containing large voids are more susceptible to future movement that may become unstable resulting in excessive and variable settlement.



# VILLAGE OF BENSENVILLE VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

CGMT Project No. 23G0471  
2024 Paving Project  
Bensenville, Illinois

## 15

Fill should be placed in lifts not exceeding 8 inches in loose thickness, moisture conditioned to within 2 percent of the optimum moisture content and compacted to at least 95 percent of the maximum dry density obtained in accordance with ASTM Specification D 1557, Modified Proctor Method. Fill placed below footing base elevations should be compacted to at least 95 percent of the material's modified Proctor maximum dry density (ASTM D 1557). Engineered fill placed to support foundations should extend 1 foot beyond the outside edges of the footings and from that point outward laterally 1 foot for every 2 feet of fill thickness below the footings. Laboratory proctor tests should be performed on fill materials to determine the maximum dry density and optimum moisture content. A shrinkage factor of 15 percent can be assumed for estimating earthwork quantities for bidding purposes.

We recommend suitable silty clays used to raise the grade or backfill undercuts should be compacted with a sheepsfoot roller. Granular engineered fill should be compacted with a smooth drum roller or adequate heavy vibratory plate. Moisture control during earthwork operations, including the use of diskings or appropriate drying equipment and techniques, should be expected.

In-place density tests should be performed with a minimum of 1 test per 2,000 square feet of fill area for each lift of fill placed. We recommend that the placement of engineered fill be monitored full-time by CGMT representative and in-place density tests should be performed to verify the adequacy of the compaction for each lift of fill placed.

### Pavements

For the design and construction of pavements, we recommend that the existing pavement and any vegetation, topsoil, organic soils and/or unsuitable/deleterious materials should be removed and replaced with new, properly compacted engineered fill as discussed in the **Subgrade Preparation** sections. If the removal is performed in accordance with these recommendations, we anticipate the pavements will be supported on stable and approved subgrades consisting of the existing fill soils or on new, properly compacted engineered fill.

It is assumed that the existing pavement subgrade has performed satisfactorily during the proofroll discussed in the **Subgrade Preparation** subsection, even though the existing fill soils were encountered at depths greater than those explored. Provided that the pavement subgrade passes a proofroll, the risk of excessive settlement is low. However, if the pavement subgrade does not pass the proofroll, some undercutting and placement of controlled backfill will be required.

We anticipate the new pavement will be constructed of asphaltic concrete or Portland cement concrete. We expect that the proposed parking lot will generally be utilized for light duty traffic, and the driveways and loading and unloading areas be utilized for light to medium duty traffic. Heavy traffic loads would be anticipated for areas near any dumpsters where garbage trucks would often cross. We recommend the pavement subjected to light traffic be underlain by a minimum of 8 inches of base course granular material, similar to Illinois Department of Transportation gradation CA-6.

Assuming the pavement subgrade will consist predominantly of the cohesive soils and new fill prepared in accordance with the recommendations given in this report, an estimated IBR value of 3 could be used in proportioning a flexible pavement section. Similarly, an estimated modulus of subgrade reaction value equal to 100 pounds per cubic inch could be used for design of rigid concrete pavement sections. A Subgrade Stability Rating (SSR) rating of (Poor) should be used for pavement design. Concrete pavements should be air-entrained Portland cement concrete with a minimum compressive strength of 4,000 psi and a minimum flexural strength of 650 psi. Concrete strength requirements are outlined in article 1020.04 of the Standard Specifications for Road and Bridge Construction, effective April 1, 2016.





# VILLAGE OF BENSENVILLE VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

CGMT Project No. 23G0471  
2024 Paving Project  
Bensenville, Illinois

## 16

Final design sections should consider details such as final grades, traffic loadings, traffic volumes, the desired design life and any local, county or city codes. If you wish, we would be pleased to perform a detailed pavement section design using AASHTO or Asphalt Institute procedures when this information is available. Minimum design requirements for hot-mix asphalt (HMA) shall follow Article 1030.05 of the Standard Specifications for Road and Bridge Construction, effective April 1, 2016. During asphalt pavement construction, the wearing and leveling course should be compacted to a minimum of 93 percent of the theoretical density value. Prior to placing the granular material, the pavement subgrade soil should be properly compacted, proofrolled, and free of standing water, mud, and frozen soil.

An important consideration with the design and construction of pavements is surface and subsurface drainage. Where standing water develops, either on the pavement surface or within the base course layer, softening of the subgrade and other problems related to the deterioration of the pavement can be expected. Furthermore, good drainage should reduce the possibility of the subgrade materials becoming saturated over a long period of time. We would be pleased to be of further assistance to you in the design of the project pavements by providing additional recommendations during construction of the project.

Periodic maintenance of pavements should be anticipated. The subgrade parameters provided in this report consider that significant changes in the subgrade moisture content do not occur. To reduce the potential for changes in subgrade moisture, all paved areas should be sloped to provide rapid drainage of surface water and to drain water away from the pavement edges. Water that is allowed to pond on or adjacent to the pavement can saturate and soften the subgrade soils and subsequently accelerate pavement deterioration.

Granular base or subbase materials directly below pavement sections can also collect infiltrated surface water and soften the subgrade as well as increase the effects of frost action, both of which can be detrimental to pavements. For these reasons, where granular materials are used over a cohesive soil subgrade or where the groundwater level is within 3.5 feet of finished pavement subgrade, we recommend that consideration be given to using pavement underdrains hydraulically connected to the granular base or subbase to improve the pavement performance and extend its service life. Underdrains should be installed at 300 to 500 feet intervals and at low points in the roadway profile. Pipe underdrains shall be installed according to Check Sheet #19 of the Supplemental Specifications and Recurring Special Provisions, effective January 1, 2015.

### **General Construction Considerations**

We recommend that the subgrade preparation and pavement construction be monitored by a CGMT geotechnical engineer or his representative. Methods of verification and identification such as proofrolling and hand auger probe holes will be necessary to further evaluate the subgrade soils and identify unsuitable soils. We would be pleased to provide these services.

Exposure to the environment may weaken the soils at the foundations bearing level if the excavations remain open for too long a time. Therefore, foundation concrete should be placed the same day that excavations are opened, when possible. If the bearing soils are softened by surface water intrusion or exposure, the softened soils must be removed from the immediately prior to placement of concrete.

We recommend adequate surface and subsurface drainage be considered in the design and construction of pavements. Where standing water develops, either on pavement surfaces or within the base course layer, softening of the subgrade and other problems related to the deterioration of the pavements can be expected. Adequate drainage should reduce the possibility of the subgrade materials becoming saturated over a long period of time. To reduce water infiltration to the pavement section and within the base course layer resulting in softening of the subgrade and deterioration of the pavements, we recommend the timely repair or sealing of joints and cracks in pavement.

All unsuitable materials should be removed and replaced with environmentally clean, inorganic fill and free of debris or harmful matter. Unsuitable materials removed from the project site should be disposed of in accordance with all applicable federal, state, and local regulations.



VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

CGM Project No. 23G0471  
2024 Paving Project  
Bensenville, Illinois

17

The contractor should avoid stockpiling excavated materials immediately adjacent to the excavation walls. We recommend that stockpile materials be kept back from the excavation a minimum distance equal to the excavation depth to avoid surcharging the excavation walls. If this is impractical due to space constraints, the excavation walls should be retained with bracing designed for the anticipated surcharge loading.

Excavations should comply with the requirements of OSHA 29CFR, Part 1926, Subpart P, "Excavations" and its appendices, as well as other applicable codes. This document states that the contractor is solely responsible for the design and construction of stable, temporary excavations. The excavations should not only be in accordance with current OSHA excavation and trench safety standards but also with applicable local, state, and federal regulations. The contractor should shore, slope or bench the excavation sides when appropriate. In no case should excavations extend below the level of adjacent structures, utilities or pavements, unless underpinning or other adequate support is provided. Site safety is the sole responsibility of the contractor, who shall also be responsible for the means, methods and sequencing of construction operations.



VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

CGMT Project No. 23G0471  
2024 Paving Project  
Bensenville, Illinois

18

**EXPLORATION PROCEDURES**

**Subsurface Exploration Procedures**

The pavement cores were located in the field by a CGMT Field Engineer based on the locations discussed to us by the client. As required by the State of Illinois, CGMT's drill team notified Illinois One-Call System, JULIE, to verify underground utilities in the vicinity of the project site prior to drilling operations.

The pavement cores were obtained using a diamond impregnated core barrel. Representative soil samples were obtained continuously to coring terminus.

The drill crew maintained a field log of the soils encountered in the borings. After recovery, each geotechnical soil sample was removed from the sampler and visually classified. Representative portions of each soil sample were then sealed in jars and brought to our laboratory in Elk Grove Village, Illinois for further visual examination and laboratory testing. After completion of the drilling operations, the boreholes were backfilled with auger cuttings to the existing ground surface.

**Laboratory Testing Program**

The pavement cores were measured in our laboratory and the thickness and composition of the existing pavement components were documented. Other traits, such as, amount of voids or delaminated layers were also noted. Representative soil samples were selected and tested in our laboratory to check field classifications and to determine pertinent engineering properties. Representative soil samples were selected and tested in our laboratory to check field classifications and to determine pertinent engineering properties. The laboratory testing program included visual classifications and unconfined compressive strength and moisture content determinations.

An experienced geotechnical engineer classified each soil sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System. The group symbols for each soil type are indicated in parentheses following the soil descriptions on the coring logs. A brief explanation of the Unified System is included with this report. The geotechnical engineer grouped the various soil types into the major zones noted on the coring logs. The stratification lines designating the interfaces between earth materials on the coring logs and profiles are approximate; in situ, the transitions may be gradual.

The soil samples will be retained in our laboratory for a period of 60 days, after which, they will be discarded unless other instructions are received as to their disposal.



VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

CGMT Project No. 23G0471  
2024 Paving Project  
Bensenville, Illinois

19  
CLOSING

We recommend that the construction activities be monitored by CGMT to provide the necessary overview and to check the suitability of the subgrade soils for supporting the pavements. Once final loads become available, CGMT must be contacted to review the recommendations presented herein.

This report has been prepared in order to aid in the evaluation of this property and to assist the architect and/or engineer in the design of this project. The scope is limited to the specific project and locations described herein and our description of the project represents our understanding of the significant aspects relative to soil and pavement characteristics. In the event that any change in the nature or location of the proposed construction outlined in this report are planned, we should be informed so that the changes can be reviewed and the conclusions of this report modified or approved in writing by the geotechnical engineer. It is recommended that all construction operations dealing with earthwork and pavements be reviewed by an experienced geotechnical engineer to provide information on which to base a decision as to whether the design requirements are fulfilled in the actual construction. If you wish, we would welcome the opportunity to provide field construction services for you during construction.

The analysis and recommendations submitted in this report are based upon the data obtained from the soil borings and tests performed at the locations as indicated on the Coring Location Plan and other information referenced in this report. This report does not reflect any variations, which may occur between the pavement cores and borings. In the performance of the subsurface exploration, specific information is obtained at specific locations at specific times. However, it is a well-known fact that variations in soil conditions exist on most sites between pavement core and boring locations and also such situations as groundwater levels vary from time to time. The nature and extent of variations may not become evident until the course of construction. If variations then appear evident, after performing on-site observations during the construction period and noting characteristics and variations, a reevaluation of the recommendations for this report will be necessary.

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**APPENDIX**

Vicinity Map

Pavement Core Location Diagram

Boring Log(s)

Core Picture(s)

Unified Soil Classification System

Reference Notes for Boring Logs

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT



VICINITY MAP

■ - Approximate Site Locations



**CGMT Project No. 23G0471**  
**2024 Paving Project**  
**Various Locations,**  
**Bensenville, DuPage County,**  
**Illinois 60106**





Drawing Not To Scale

## LEGEND



● - Approximate Pavement Core and/or Soil Boring Location



Pavement Core and/or Soil Boring Location Diagram

## 2024 Paving Project

Dennis Dr., Dolores Dr., Jacquelyn Dr., Pamela Dr., David Dr.,  
Daniel Dr., E. Belmont Ave. & Dante Ct.  
Bensenville, Illinois 60106

Project Manager

P. Patel

Date

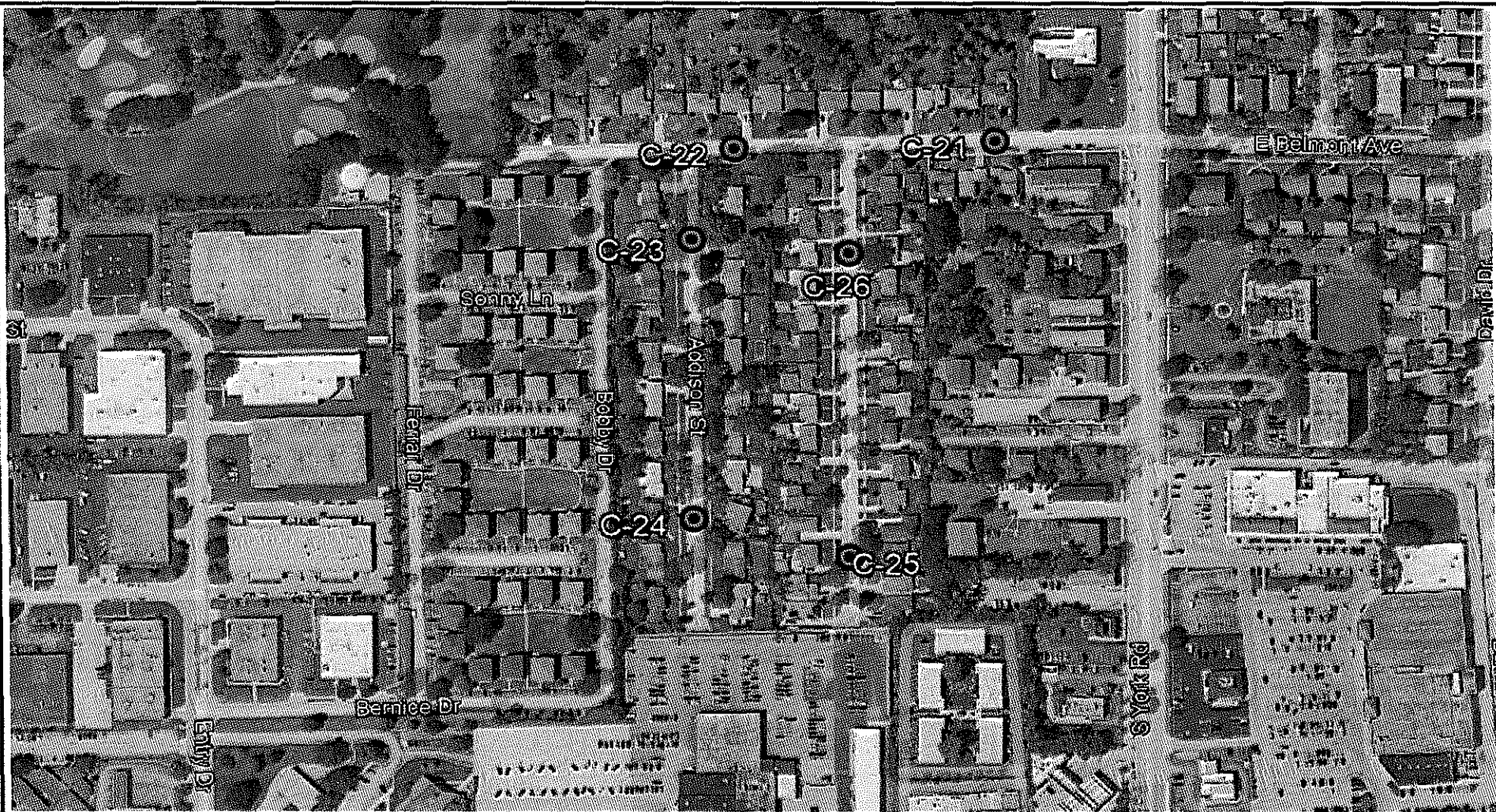
10/26/2023

Project Number

23G0471

Sheet Number

Fig. 1

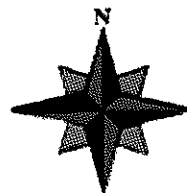


Drawing Not To Scale

## LEGEND



⊙ - Approximate Pavement Core and/or Soil Boring Location



Pavement Core and/or Soil Boring Location Diagram

## 2024 Paving Project

W. Belmont Ave., Addison St. & Center St.  
Bensenville, Illinois 60106

Project Manager

P. Patel

Date

10/26/2023

Project Number

23G0471

Sheet Number

Fig. 2



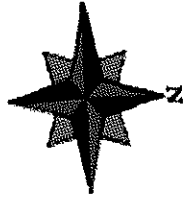


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# **LEGEND**



 - Approximate Pavement Core and/or Soil Boring Location



Pavement Core and/or Soil Boring Location Diagram	
2024 Paving Project	
Redmond Ct., Brentwood Dr., Brentwood Ct., John St., Legends Ln. & E. Belmont Ave. Bensenville, Illinois 60106	
Project Manager	Project Number
P. Patel	23G0471
Date	Sheet Number
10/26/2023	Fig. 3



Drawing Not To Scale

## LEGEND



⊙ - Approximate Pavement Core and/or Soil Boring Location



Pavement Core and/or Soil Boring Location Diagram

## 2024 Paving Project

Eastview Ave.  
Bensenville, Illinois 60106

Project Manager	Project Number
P. Patel	23G0471
Date	Sheet Number
10/26/2023	Fig. 4





Drawing Not To Scale



# **LEGEND**



● - Approximate Pavement Core and/or Soil Boring Location

## Pavement Core and/or Soil Boring Location Diagram

### **2024 Paving Project**

Village Hall Parking Lot  
Bensenville, Illinois 60106

Project Manager	Project Number
P. Patel	23G0471
Date	Sheet Number
10/26/2023	Fig. 5

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IEPA UNCONTAMINATED SOIL  
CERTIFICATIONS (LPC-663)

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VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT  
**Illinois Environmental Protection Agency**

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

**Uncontaminated Soil Certification**  
**by Licensed Professional Engineer or Licensed Professional Geologist**  
**for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663**

Revised in accordance with 35 Ill. Adm. Code 1100, as  
amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

**I. Source Location Information**

(Describe the location of the source of the uncontaminated soil)

Project Name: Village Hall Parking Lot Improvements Office Phone Number, if available: \_\_\_\_\_

Physical Site Location (address, including number and street):

12 S. Center Street

City: Bensenville State: IL Zip Code: 60106

County: DuPage Township: Addison

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.95614 Longitude: - 87.94213

(Decimal Degrees)

(-Decimal Degrees)

Identify how the lat/long data were determined:

☐ GPS ☒ Map Interpolation ☐ Photo Interpolation ☐ Survey ☐ Other

IEPA Site Number(s), if assigned: BOL: \_\_\_\_\_ BOW: \_\_\_\_\_ BOA: \_\_\_\_\_

Approximate Start Date (mm/dd/yyyy): \_\_\_\_\_ Approximate End Date (mm/dd/yyyy): \_\_\_\_\_

Estimated Volume of debris (cu. Yd.): \_\_\_\_\_

**II. Owner/Operator Information for Source Site**

Site Owner

Name: Village of Bensenville

Street Address: 12 S Center Street

PO Box: \_\_\_\_\_

City: Bensenville State: IL

Zip Code: 60106 Phone: 630-766-8200

Contact: Joseph Caracci, Public Works Director

Email, if available: \_\_\_\_\_

Site Operator

Name: Village of Bensenville

Street Address: 12 S Center Street

PO Box: \_\_\_\_\_

City: Bensenville State: IL

Zip Code: 60106 Phone: 630-766-8200

Contact: Joseph Caracci, Public Works Director

Email, if available: \_\_\_\_\_

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Uncontaminated Soil Certification**III. Basis for Certification and Attachments**

For each item listed below, reference the attachments to this form that provide the required information.

- a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a):

SEECO obtained 3 samples (E-4 to E-6) to 1-1.5 feet depth and chemical testing was performed on 1 sample (E-6). pH performed on rest. Materials certified herewith as CCDD material must be free of rebar, garbage, odors, etc. and any said materials must be segregated from CCDD materials and disposed of in other legal means.

- b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201(g), 1100.205(a), 1100.610]:

SEECO screened for volatile organics using a Photo Ionization Detector which indicates the presence of volatile organics in parts per million (ppm). No readings indicated the presence of volatile organics associated with contamination at the locations tested. Laboratory analysis were within the MAC range set forth by the IEPA and soil pH range is acceptable (results attached).

**IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist**

I, Garrett Gray, PE (name of licensed professional engineer or geologist)

certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

***Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))***

Company Name: SEECO Environmental Services, Inc.

Street Address: 7350 Duvan Drive

City: Tinley Park State: IL Zip Code: 60477

Phone: 708-429-1685

Garrett Gray, PE

Printed Name:

  
Licensed Professional Engineer or  
Licensed Professional Geologist Signature:

Feb 28, 2024

Date:

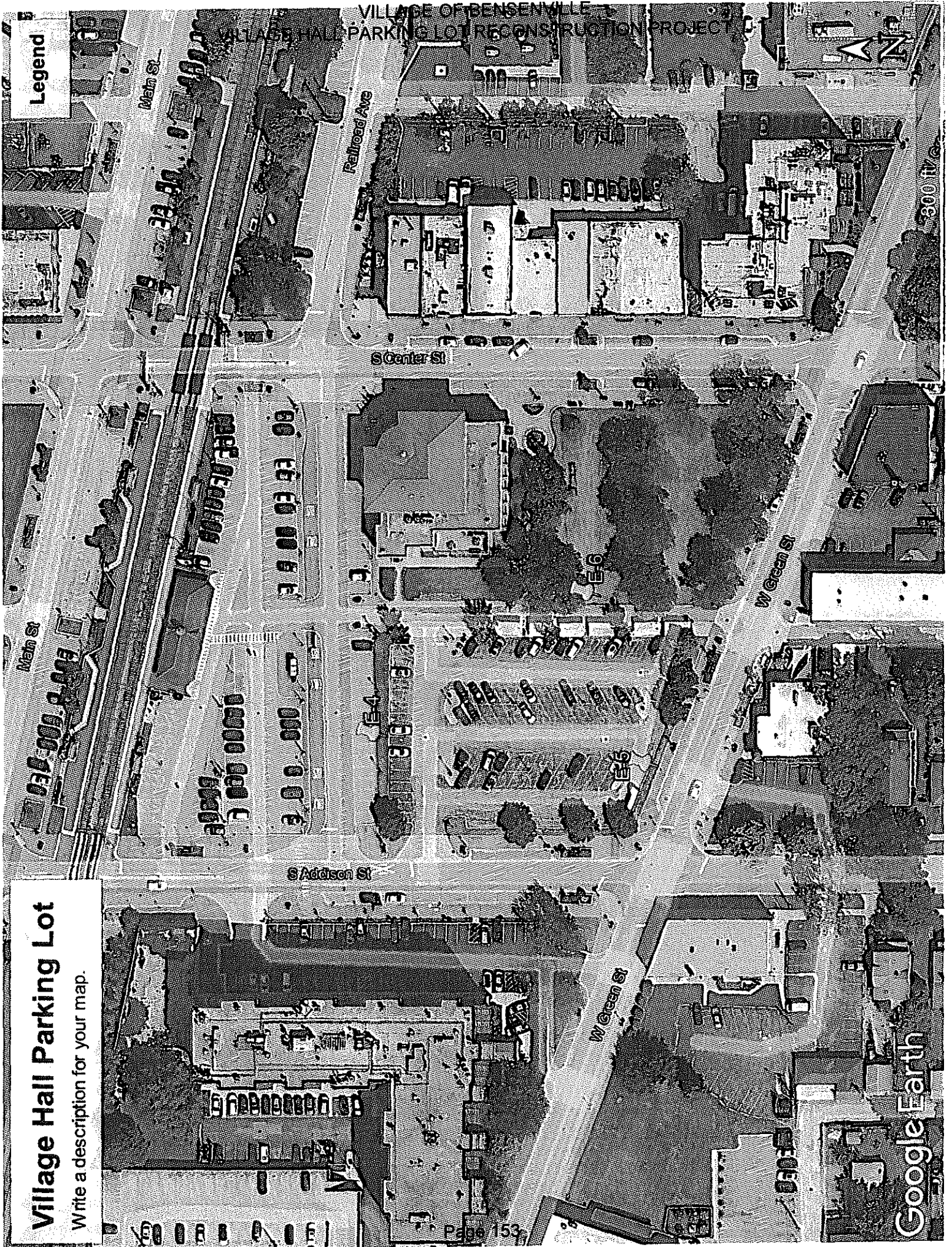




# Village Hall Parking Lot

Write a description for your map.

Legend



---

VILLAGE OF BENSENVILLE  
PROPOSAL FOR  
CONTRACT BID

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**ADDENDUM NO. 1**

**VILLAGE OF BENSENVILLE**

**VILLAGE HALL PARKING LOT RECONSTRUCTION  
PROJECT**

**MAY 28, 2024**

This Addendum #1 is meant as a supplement to the Request for Bids dated June 4, 2024.

This Addendum should be added to your Bid for the VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT in the Village of Bensenville.

Replace the item of Proposal Item 50 STAMPED PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH on the SCHEDULE OF PRICES with PORTLAND CEMENT CONCRETE 5 INCH. Page 158 of the SCHEDULE OF PRICES has been replaced with the attached SCHEDULE OF PRICES.

End of Addendum No. 1

**ADDENDUM NO. 2**

**VILLAGE OF BENSENVILLE**

**VILLAGE HALL PARKING LOT RECONSTRUCTION  
PROJECT**

**MAY 30, 2024**

This Addendum #2 is meant as a supplement to the Request for Bids dated June 4, 2024.

This Addendum should be added to your Bid for the VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT in the Village of Bensenville.

Replace the units of Proposal Item 26 STORM SEWERS, CLASS B, TYPE 1 12" on the SCHEDULE OF PRICES from Each to Foot. Page 157 of the SCHEDULE OF PRICES has been replaced with the attached SCHEDULE OF PRICES

End of Addendum No. 2

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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 **VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT** to be constructed by the said Municipality, all in accordance with the plans and specifications as prepared by the Village of Bensenville, including Addenda Nos. ~~81~~, ~~82~~, 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  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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 **SEPTEMBER 20, 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 \$\_\_\_\_\_.
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  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	12	100 <sup>-</sup>	1,200 <sup>-</sup>
2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,623	37.50	60,862.50
3	FURNISHED EXCAVATION	CU YD	22	30 <sup>-</sup>	660 <sup>-</sup>
4	TRENCH BACKFILL	CU YD	3	30 <sup>-</sup>	90 <sup>-</sup>
5	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	332	5 <sup>-</sup>	1,660 <sup>-</sup>
6	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1,000	5 <sup>-</sup>	5,000 <sup>-</sup>
7	TOPSOIL FURNISH AND PLACE, 24"	SQ YD	235	45 <sup>-</sup>	10,575 <sup>-</sup>
8	SODDING, SALT TOLERANT	SQ YD	1,000	15 <sup>-</sup>	15,000 <sup>-</sup>
9	SUPPLEMENTAL WATERING	UNIT	15	.01	.15
10	INLET FILTERS	EACH	9	215 <sup>-</sup>	1,935 <sup>-</sup>
11	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	111	20 <sup>-</sup>	2,220 <sup>-</sup>
12	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ YD	3290	10 <sup>-</sup>	32,900 <sup>-</sup>
13	PREPARATION OF BASE	SQ YD	336	2.50	840 <sup>-</sup>
14	AGGREGATE BASE REPAIR	TON	18	50 <sup>-</sup>	900 <sup>-</sup>
15	AGGREGATE FOR TEMPORARY ACCESS	TON	80	25 <sup>-</sup>	2,000 <sup>-</sup>
16	BITUMINOUS MATERIALS (PRIME COAT)	POUND	7,470	.01	74.70
17	BITUMINOUS MATERIALS (TACK COAT)	POUND	1,494	.01	14.94
18	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	788	100 <sup>-</sup>	78,800 <sup>-</sup>
19	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	394	105 <sup>-</sup>	41,370 <sup>-</sup>
20	PROTECTIVE COAT	SQ YD	260	5.25	1,365 <sup>-</sup>
21	DETECTABLE WARNINGS	SQ FT	40	68 <sup>-</sup>	2,720 <sup>-</sup>
22	DRIVEWAY PAVEMENT REMOVAL	SQ YD	28	15 <sup>-</sup>	420 <sup>-</sup>
23	CURB REMOVAL	FOOT	1,560	4.50	7,020 <sup>-</sup>
24	SIDEWALK REMOVAL	SQ FT	1,688	1 <sup>-</sup>	1,688 <sup>-</sup>
25	PORTLAND CEMENT CONCRETE SHOULDERS 9"	SQ YD	58	185 <sup>-</sup>	10,730 <sup>-</sup>
26	STORM SEWERS, CLASS B, TYPE 1 12"	FOOT	15	250 <sup>-</sup>	3,750 <sup>-</sup>
27	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	3	4,375 <sup>-</sup>	13,125 <sup>-</sup>
28	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	5	585 <sup>-</sup>	2,925 <sup>-</sup>
29	CONCRETE CURB, TYPE B	FOOT	96	80 <sup>-</sup>	7,680 <sup>-</sup>
30	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	1,122	56.75	63,673.50
31	SIGN PANEL - TYPE 1	SQ FT	19	30.00	570.00
32	TELESCOPING STEEL SIGN SUPPORT	FOOT	70	25.00	1750.00

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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
33	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	63	11.50	724.50
34	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1,683	4.20	7,068.60
35	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	13	10-	130-
36	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/2" DIA.	FOOT	1,000	23-	23,000-
37	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	FOOT	5,920	1.05	6,216-
38	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	123	310-	38,130-
39	REMOVAL OF POLE FOUNDATION	EACH	11	625-	6,875-
40	RELOCATE EXISTING LIGHTING UNIT	EACH	11	1,625-	17,875-
41	STREET SWEEPING	HOUR	20	.01	.20
42	BRICK PAVER REMOVAL	SQ FT	2,559	1.25	3,198.75
43	HANDHOLE, COMPOSITE CONCRETE (SPECIAL)	EACH	6	1,150-	6,900-
44	MODIFY EXISTING LIGHTING CONTROLLER	EACH	1	4,925-	4,925-
45	CONSTRUCTION LAYOUT	L SUM	1	15,500.00	15,500.00
46	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	2	585-	1,170-
47	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	3	2,530-	7,590-
48	DUST CONTROL WATERING	UNIT	5	.01	.05
49	CONTAMINATED WASTE DISPOSAL	CU YD	50	50-	2,500-
50	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3,445	15.75	54,258.75
51	CANOPY SHELTER	EACH	5	22,500.00	112,500.00
52	CANOPY SHELTER ELECTRICAL SYSTEM	EACH	5	4,125-	20,625-
53	CATENARY POLE, ALUMINUM, 17 FT	EACH	6	12,200-	73,200-
54	CATENARY LIGHTS	FOOT	370	23-	8,510-

BIDDER'S PROPOSAL FOR THE ENTIRE IMPROVEMENT (TOTAL BID) \$ 784,415.64

ALL OF THE ABOVE ITEMS, COMPLETE, IN PLACE, AS SPECIFIED, FOR THE TOTAL AMOUNT OF:

(IN WRITING)

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDA NOS #1, #2 AND \_\_\_\_\_

SIGNED BY: \_\_\_\_\_



# Illinois Department of Transportation

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

## 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	23-80	23-81	23-94			
Contract With	Westmont	Salt Creek P.D.	Lake Cty P.W.			
Estimated Completion Date	7/1/2024	10/01/2024	5/15/2024			
Total Contract Price	950,000.00	115,000.00	88,952.90			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	701,445.00	115,000.00	88,952.90			\$876,176.62
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						\$876,176.62

### 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	235,052.00					\$235,052.00
Portland Cement Concrete Paving						
HMA Plant Mix	42,000.00	42,000.00	33,000.00			\$117,000.00
HMA Paving	62,000.00	51,007.00	38,952.90			\$151,959.90
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces	65,000.00					\$65,000.00
Highway, R.R. and Waterway Structures		20,000.00				\$20,000.00
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling			17,000.00			\$17,000.00
Demolition						
Pavement Markings (Paint)						
Other Construction (List)		0.00				
Allowance						\$ 0.00
Totals	\$404,052.00	\$113,007.00	\$88,952.90			\$606,011.90

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

**Part III. Work Subcontracted to Others.**

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

	1	2	3	4	Awards Pending
Subcontractor	Carrera	Garelli			
Type of Work	concrete	striping			
Subcontract Price	255,083.00	1,993.00			
Amount Uncompleted	255,083.00	1,993.00			
Subcontractor	Galaxy				
Type of Work	sewer				
Subcontract Price	268,555.00				
Amount Uncompleted	20,000.00				
Subcontractor	AVS				
Type of Work	video				
Subcontract Price	550.00				
Amount Uncompleted	550.00				
Subcontractor	Schollmeyer				
Type of Work	landscape				
Subcontract Price	21,144.00				
Amount Uncompleted	21,144.00				
Subcontractor	Garelli				
Type of Work	striping				
Subcontract Price	616.00				
Amount Uncompleted	616.00				
Total Uncompleted	\$297,393.00	\$1,993.00			

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 3 day of June, 2024 Type or Print Name William R. Bowes, VP Title Officer or Director

Julie Heiderman  
Notary Public

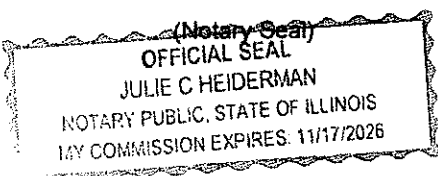
Signed [Signature]

My commission expires 11/17/2026

Company Chicagoland Paving Contractors, Inc.

Address 225 Telser Road

Lake Zurich IL 60047







Illinois Department  
of Transportation

## Certificate of Eligibility

Chicagoland Paving Contractors, Inc.  
225 Telser Road Lake Zurich, IL 60047

Contractor No 1001

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

\$96,316,000.00

001	EARTHWORK	\$3,425,000
005	HMA PAVING	\$15,950,000 B
017	CONCRETE CONSTRUCTION	\$875,000
032	COLD MILL, PLAN. & ROTOMILL	\$1,475,000
08A	AGGREGATE BASES & SURF. (A)	\$1,925,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 8/24/2023 TO 7/31/2024 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 8/24/2023.

B Restricted to 1200 tons in any 1 contract (Class I and/or BAM) or as specified by local agency

  
Engineer of Construction

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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 Chicagoland Paving

Signed By [Signature] V.P.  
V. President William R. Bowes

Business Address 225 Telser Rd  
Lake Zurich IL 60047

President Kevin Meertz

Secretary V.P. William R. Bowes

Treasurer\_\_\_\_\_



Attest: [Signature]  
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).

**CHICAGOLAND PAVING CONTRACTORS, INC.**  
**225 TELSER ROAD**  
**LAKE ZURICH, IL 60047**  
**TEL: 847-550-9681 FAX: 847-550-9684**  
**OFFICE@CHICAGOLANDPAVING.COM**

**CERTIFICATE OF RESOLUTION**

**I, KEVIN MEARTZ, PRESIDENT OF CHICAGOLAND PAVING CONTRACTORS, INC., AN ILLINOIS CORPORATION (THE CORPORATION) HEREBY CERTIFIES THAT THE FOLLOWING RESOLUTIONS WERE UNANIMOUSLY ADOPTED BY THE SHAREHOLDERS AND DIRECTORS OF THE CORPORATION BY CONSENT OF THE SHAREHOLDERS AND DIRECTORS DATED MAY 26, 1988:**

**RESOLVED, THAT CHICAGOLAND PAVING CONTRACTORS, INC., AN ILLINOIS CORPORATION (THE CORPORATION) AUTHORIZES WILLIAM R. BOWES, TO HAVE THE AUTHORITY TO SIGN AND ENTER INTO A CONTRACT ON BEHALF OF CHICAGOLAND PAVING CONTRACTORS, INC.**

**FURTHER RESOLVED, THAT ANY ONE OR MORE OF THE PRESIDENT AND ANY SECRETARY OR ASSISTANT SECRETARY OF THE CORPORATION ARE AUTHORIZED, EMPOWERED AND DIRECTED TO EXECUTE AND DELIVER ON BEHALF OF THE CORPORATION, SUCH DOCUMENTS AND AGREEMENTS AS THEY OR ANY OF THEM DETERMINE TO BE NECESSARY OR ADVISABLE TO EFFECTUATE THE FOREGOING RESOLUTIONS.**

**EXECUTED IN LAKE ZURICH, IL ON MAY 26, 1988.**

**By:**   
**KEVIN MEARTZ, PRESIDENT**



# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Chicagoland Paving Contractors Inc

225 Telser Rd

Lake Zurich, IL 60047-1582

**OWNER:**

*(Name, legal status and address)*

Village of Bensenville

12 S Center St

Bensenville, IL 60106-2130

**SURETY:**

*(Name, legal status and principal place of business)*

West Bend Insurance Company

1900 S 18th Ave

West Bend, WI 53095-8796

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT: \$**

Ten Percent of the Amount Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Village Hall Parking Lot Reconstruction

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

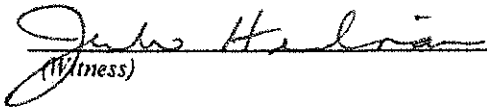
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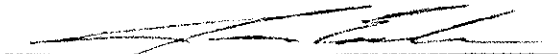
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User Notes:

(1496801206)

Signed and sealed this 4 day of June , 2024

  
(Witness)

  
(Witness)

Chicagoland Paving Contractors Inc

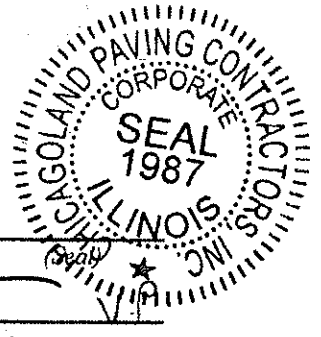
(Contractor as Principal)

(Title) William R. Bowes

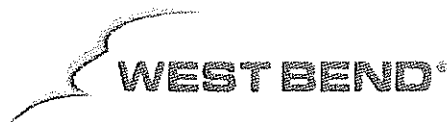
West Bend Insurance Company

(Surety)

  
(Title) DIANA BAKER, Attorney in Fact



Init.



Bond No. 2576898

## POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

DIANA BAKER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1<sup>st</sup> day of January 2024.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1<sup>st</sup> day of January 2024.

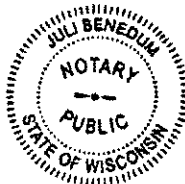
Attest Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary



Robert J. Jacques  
Robert J. Jacques  
President

State of Wisconsin  
County of Washington

On the 1<sup>st</sup> day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum  
Lead Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 4th day of June, 2024



Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary



THE SILVER LINING®

### Digital Seal, Signature Authority and Enforceability

The use of an electronic image of the corporate seal of West Bend Insurance Company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by West Bend Insurance Company is authorized. The Digital Seal may be affixed to any West Bend Insurance Company bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond. Also, as permitted by law, the electronic delivery and submission of any surety bond on behalf of West Bend Insurance Company and the execution of such surety bonds by an attorney-in-fact of the West Bend Insurance Company using a digital signature shall have the same legal effect as delivery of a tangible original with the original "wet" signature of an attorney-in-fact.

Delivery of a digital copy of this Digital Seal, Signature Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In witness whereof, this has been executed by the Secretary of West Bend Insurance Company.

Dated this 2<sup>nd</sup> day of April, 2024.

Christopher C. Zwygart  
Secretary



West Bend Insurance Company

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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 President

Title

Date

6/18/24

Contractor *chicagoland paving*

Signature

Title

Date

V.P.

6/4/24



VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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 or 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  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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:

*John H. Friedman*  
DATE: 6/4/27

*William R. Bowes*  
Contractor  
*William R. Bowes*

Chicagoland Paving Contractors Inc.  
225 Telser Road  
Lake Zurich, IL 60047

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**SEXUAL HARASSMENT CERTIFICATE**

Chicagoland Paving Contractors hereinafter referred to as "Contractor"  
having submitted a bid/proposal for **VILLAGE HALL PARKING LOT  
RECONSTRUCTION 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:

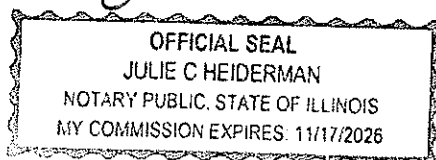
1. An acknowledgment of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process 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: [Signature] V.P.  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 4 day  
of June, 2024.

[Signature]  
Notary Public



VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**BID CERTIFICATION FORM**

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH SECTION 33E-11 OF  
ILLINOIS CRIMINAL CODE OF 1961

I/we hereby certify that chicagoland  
Paine 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: [Signature] Date: 6/4/24  
Title: V.P.

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  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**CONTRACT**

1. THIS AGREEMENT, made and concluded this 18 day of June, 2024  
between the Village of Bensenville acting by and through its Mayor and City  
Council, known as the party of the first part, and  
Chicagoland Paving Contractors, Inc. 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 **VILLAGE HALL PARKING LOT  
RECONSTRUCTION PROJECT**, prepared and approved 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: \_\_\_\_\_

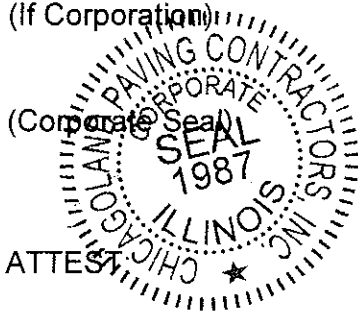
\_\_\_\_\_  
President  
Party of the First Part

ATTEST:

Nancy Quinn  
Municipal Clerk

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

(If Corporation)



Corporate

Name Chicago Land Paving Contractors

Address 225 Telser Rd.

Lake Zurich IL 60047

By [Signature]  
V. President



[Signature]  
Corporate Secretary

(If an Individual)

Business

Name \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_ (Seal)  
Bidder

(If a Co-partnership)

Firm

Name \_\_\_\_\_

Address \_\_\_\_\_

By \_\_\_\_\_ (Seal)

**CHICAGOLAND PAVING CONTRACTORS, INC.  
225 TELSER ROAD  
LAKE ZURICH, IL 60047  
TEL: 847-550-9681 FAX: 847-550-9684  
OFFICE@CHICAGOLANDPAVING.COM**

**CERTIFICATE OF RESOLUTION**

**I, KEVIN MEARTZ, PRESIDENT OF CHICAGOLAND PAVING CONTRACTORS, INC., AN ILLINOIS CORPORATION (THE CORPORATION) HEREBY CERTIFIES THAT THE FOLLOWING RESOLUTIONS WERE UNANIMOUSLY ADOPTED BY THE SHAREHOLDERS AND DIRECTORS OF THE CORPORATION BY CONSENT OF THE SHAREHOLDERS AND DIRECTORS DATED MAY 26, 1988:**

**RESOLVED, THAT CHICAGOLAND PAVING CONTRACTORS, INC., AN ILLINOIS CORPORATION (THE CORPORATION) AUTHORIZES WILLIAM R. BOWES, TO HAVE THE AUTHORITY TO SIGN AND ENTER INTO A CONTRACT ON BEHALF OF CHICAGOLAND PAVING CONTRACTORS, INC.**

**FURTHER RESOLVED, THAT ANY ONE OR MORE OF THE PRESIDENT AND ANY SECRETARY OR ASSISTANT SECRETARY OF THE CORPORATION ARE AUTHORIZED, EMPOWERED AND DIRECTED TO EXECUTE AND DELIVER ON BEHALF OF THE CORPORATION, SUCH DOCUMENTS AND AGREEMENTS AS THEY OR ANY OF THEM DETERMINE TO BE NECESSARY OR ADVISABLE TO EFFECTUATE THE FOREGOING RESOLUTIONS.**

**EXECUTED IN LAKE ZURICH, IL ON MAY 26, 1988.**

**BY: Kevin Meartz  
KEVIN MEARTZ, PRESIDENT**



VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

**CONTRACT BOND**

Bond No. 2576898

KNOW ALL MEN BY THESE PRESENT, that we \_\_\_\_\_

Chicagoland Paving Contractors, Inc. 225 Telser Rd, Lake Zurich, IL 60047

as Principal, and West Bend Insurance Company 1900 S 18th Avenue, West Bend, WI 53095

a corporation organized and existing under the laws of the State of Wisconsin as Surety, are held and firmly bound unto the Village of Bensenville, State of Illinois, in the penal sum Of Seven Hundred eighty-four thousand, four hundred fifteen and 64/100 dollars (\$ 784,415.64 ), 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 **VILLAGE HALL PARKING LOT RECONSTRUCTION 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  
VILLAGE HALL PARKING LOT RECONSTRUCTION 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  
6 day of June A.D. 2024.

Corporate

Name Chicagoland Paving Contractors, Inc.

By:

William R. Bowes

ATTEST:

Julie Heald  
Secretary

Surety: West Bend Insurance Company  
(Seal)

By:

Diana Baker  
Attorney in Fact (Seal) Diana Baker

By:

Attorney in Fact (Seal)

Countersigned

By:

Diana Baker  
Agent for Surety

1900 S 18th Avenue, West Bend, WI 53095


Address of Surety

VILLAGE OF BENSENVILLE  
VILLAGE HALL PARKING LOT RECONSTRUCTION PROJECT

State of IL )  
County of Cook ) SS

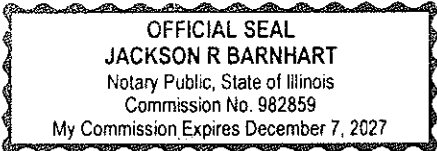
I, Brian Callero a Notary Public in and for said county, in the State aforesaid, do hereby certify that William R. Bowes, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Principal therein, appeared before me this day in person and acknowledged 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 10 day of June, A.D. 2024.

Seal  [Signature] Notary Public  
225 Telser Rd Address  
Lake Zurich IL 60047  
State of Illinois )  
County of Cook ) SS

I, Jackson R Barnhart a Notary Public in and for said County, in the State aforesaid, do hereby certify that Diana Baker, who is personally known to me to be the person who signed the above and foregoing instrument as the Attorney in Fact for West Bend Insurance 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 6 day of June, A.D. 2024.

 [Signature] Notary Public  
25 NW Point Blvd, Elk Grove Village, IL 60007 Address

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

ATTEST:

President and Board of Trustees

[Signature]  
Municipal Clerk  
Municipal Seal

[Signature]  
President





Bond No. 2576898

## POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

DIANA BAKER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1<sup>st</sup> day of January 2024.

*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1<sup>st</sup> day of January 2024.

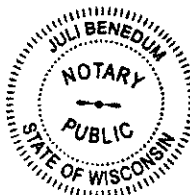
Attest Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary



Robert J. Jacques  
Robert J. Jacques  
President

State of Wisconsin  
County of Washington

On the 1<sup>st</sup> day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum  
Juli Benedum  
Lead Corporate Attorney  
Notary Public, Washington Co., WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 6th day of June, 2024



Christopher C. Zwygart  
Christopher C. Zwygart  
Secretary



CHICPAV-01

ARUPNOW

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2024

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> AssuredPartners of IL, LLC 25 Northwest Point Blvd., Ste 625 Elk Grove Village, IL 60007	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (847) 758-1000	<b>FAX (A/C, No):</b> (847) 758-1200
<b>INSURED</b>  Chicagoland Paving Contractors Inc 225 Telser Rd Lake Zurich, IL 60047	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> National Fire Insurance Company of Hartford	
	<b>INSURER B:</b> The Continental Insurance Company	
	<b>INSURER C:</b> Valley Forge Insurance Company	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## COVERAGES

CERTIFICATE NUMBER: 060624

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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"/> PROJECT <input type="checkbox"/> LOC OTHER:			7063602980	2/24/2024	2/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7063602963	2/24/2024	2/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UIM \$ 1,000,000
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7063602977	2/24/2024	2/24/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7063602994	2/24/2024	2/24/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Rented/Leased Equip</b>			7063602980	2/24/2024	2/24/2025	Ded: \$2,500 500,000

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

Job: #24.6.27, Village Hall Parking Lot Reconstruction - Village of Bensenville, its officials, agents, employees and volunteers are Additional Insured for General Liability and Auto Liability if required by written contract. A waiver of subrogation applies in favor of the Additional Insured for General Liability, Auto Liability and Workers Compensation if required by written contract. Umbrella follows form. CNA75079XX 1016, CNA74705XX 0115, CNA63359XX 0412, WC000313 0484

The Coverage and limits conform to the minimum required by Article 107.27 of the Standard Specifications for Road and Bridge Construction

## CERTIFICATE HOLDER

## CANCELLATION

Village of Bensenville  
12 S. Center  
Bensenville, IL 60106

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

AUTHORIZED REPRESENTATIVE



**CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**I. LIABILITY COVERAGE**

**A. Who Is An Insured**

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
  - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

**B. Bail Bonds and Loss of Earnings**

**Section II, Paragraphs A.2. (2) and A.2. (4)** are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 14; Page: 1 of 4

Policy No: BUA 7063602963

Policy Effective Date: 02/24/2024

Policy Page: 83 of 193

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606



**C. Fellow Employee**

**Section II, Paragraph B.5** does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

**II. PHYSICAL DAMAGE COVERAGE**

**A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles**

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

**B. Transportation Expenses**

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

**C. Loss of Use Expenses**

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

**D. Hired "Autos"**

The following is added to **Section III, Paragraph A.:**

**5. Hired "Autos"**

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered **auto**. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
  - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
  - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

**E. Airbag Coverage**

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement No: 14; Page: 2 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 7063602963

Policy Effective Date: 02/24/2024

Policy Page: 84 of 193



**F. Electronic Equipment**

**Section III, Paragraphs B.4.c and B.4.d.** are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

**G. Diminution In Value**

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
  - (1) \$5,000; or
  - (2) 20% of the **auto's** actual cash value (ACV).

**III. Drive Other Car Coverage – Executive Officers**

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
  - a. An **auto** owned by that "executive officer" or a member of that person's household; or
  - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are insureds while using a covered **auto** described in this provision.

**IV. BUSINESS AUTO CONDITIONS**

**A. Duties In The Event Of Accident, Claim, Suit Or Loss**

The following is added to **Section IV, Paragraph A.2.a.:**

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 14; Page: 3 of 4

Policy No: BUA 7063602963

Policy Effective Date: 02/24/2024

Policy Page: 85 of 193

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606





- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

**B. Transfer Of Rights Of Recovery Against Others To Us**

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

**C. Concealment, Misrepresentation or Fraud**

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

**D. Other Insurance**

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

**E. Policy Period, Coverage Territory**

**Section IV, Paragraph B. 7.(5).(a).** is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

**V. DEFINITIONS**

**Section V. paragraph C.** is deleted and replaced by the following:

**Bodily injury** means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. In the performance of your ongoing operations subject to such **written contract**; or
  - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
    - 1. The **written contract** requires you to provide the additional insured such coverage; and
    - 2. This **Coverage Part** provides such coverage; and
  - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
    - 1. Coverage broader than what you are required to provide by the **written contract**; or
    - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
  - 1. The **written contract** requires you to provide the additional insured such coverage; and
  - 2. This **Coverage Part** provides such coverage.

- III. But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

**Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**Blanket Additional Insured - Owners, Lessees or Contractors -  
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury or property damage**; or
2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury or property damage occurrence or personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

**TABLE OF CONTENTS**

- |   |
|---|
| <b>1. Additional Insureds</b>   |
| <b>2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance</b>                                   |
| <b>3. Bodily Injury – Expanded Definition</b>   |
| <b>4. Broad Knowledge of Occurrence/ Notice of Occurrence</b>   |
| <b>5. Broad Named Insured</b>   |
| <b>6. Broadened Liability Coverage For Damage To Your Product And Your Work</b>   |
| <b>7. Contractual Liability - Railroads</b>   |
| <b>8. Electronic Data Liability</b>   |
| <b>9. Estates, Legal Representatives and Spouses</b>  |
| <b>10. Expected Or Intended Injury – Exception for Reasonable Force</b>   |
| <b>11. General Aggregate Limits of Insurance – Per Project</b>  |
| <b>12. In Rem Actions</b>   |
| <b>13. Incidental Health Care Malpractice Coverage</b>  |
| <b>14. Joint Ventures/Partnership/Limited Liability Companies</b>   |
| <b>15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control</b> |
| <b>16. Liquor Liability</b>   |
| <b>17. Medical Payments</b>   |
| <b>18. Non-owned Aircraft Coverage</b>  |
| <b>19. Non-owned Watercraft</b>   |
| <b>20. Personal And Advertising Injury – Discrimination or Humiliation</b>  |
| <b>21. Personal And Advertising Injury - Contractual Liability</b>  |
| <b>22. Property Damage - Elevators</b>  |
| <b>23. Supplementary Payments</b>   |
| <b>24. Unintentional Failure To Disclose Hazards</b>  |
| <b>25. Waiver of Subrogation – Blanket</b>  |
| <b>26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs</b>   |



## Contractors' General Liability Extension Endorsement

## 1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through H. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

**A. Controlling Interest**

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**B. Co-owner of Insured Premises**

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

**C. Lessor of Equipment**

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

**D. Lessor of Land**

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

**Contractors' General Liability Extension Endorsement**

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**E. Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**H. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:



**Contractors' General Liability Extension Endorsement**

- a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,  
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

**2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

**3. BODILY INJURY – EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

**Bodily injury** means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

**4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

**A. BROAD KNOWLEDGE OF OCCURRENCE**

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

**B. NOTICE OF OCCURRENCE**

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

**5. BROAD NAMED INSURED**

**WHO IS AN INSURED** is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
- a. on the effective date of this **Coverage Part**; or





## Contractors' General Liability Extension Endorsement

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

#### 6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

**k. Damage to Your Product**

**Property damage to your product** arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

**l. Damage to Your Work**

**Property damage to your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or



**Contractors' General Liability Extension Endorsement**

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

## 7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

**Insured Contract** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

## 8. ELECTRONIC DATA LIABILITY

**Contractors' General Liability Extension Endorsement**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

**p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

**Electronic data** means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

**Property damage** means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

**9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES**

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

**Contractors' General Liability Extension Endorsement**

**claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

**10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE**

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

**Expected or Intended Injury**

**Bodily injury** or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

**11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT**

- A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

- C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.
- D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

**Contractors' General Liability Extension Endorsement**

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

**12. IN REM ACTIONS**

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

**13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

- ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

**Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. add the following additional exclusions:

This insurance does not apply to:

**Discrimination**

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

**Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

**Medicare/Medicaid Fraud**

**Contractors' General Liability Extension Endorsement**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

**Services Excluded by Endorsement**

Any **health care incident** for which coverage is excluded by endorsement.

**C. DEFINITIONS** is amended to:**i.** add the following definitions:

**Health care incident** means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

- a.** professional health care services on behalf of the **Named Insured** or
- b.** Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

**Professional health care services** means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a.** Physician;
- b.** Nurse;
- c.** Nurse practitioner;
- d.** Emergency medical technician;
- e.** Paramedic;
- f.** Dentist;
- g.** Physical therapist;
- h.** Psychologist;
- i.** Speech therapist;
- j.** Other allied health professional; or

**Professional health care services** does not include any services rendered in connection with human clinical trials or product testing.

**ii.** delete the definition of **occurrence** and replace it with the following:

**Occurrence** means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

**iii.** amend the definition of **Insured** to:**a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1)** **bodily injury** to a co-employee while in the course of the co-employee's employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and



## Contractors' General Liability Extension Endorsement

- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

**Other Insurance**

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

**14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

**WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- the **bodily injury** or **property damage** first occurred after such termination date; and
- there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

**15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

**Contractors' General Liability Extension Endorsement****j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.





## Contractors' General Liability Extension Endorsement

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(ii) of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

## 16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

## 17. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.



**Contractors' General Liability Extension Endorsement**

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

- (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

**18. NON-OWNED AIRCRAFT**

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

**19. NON-OWNED WATERCRAFT**

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

**20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION**

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

**Knowing Violation of Rights of Another**

**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
  - (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.
2. add the following exclusions:

**Contractors' General Liability Extension Endorsement**

This insurance does not apply to:

**Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

**Premises Related Discrimination**

**discrimination or humiliation** arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or  
attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY**

- A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.
- B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**22. PROPERTY DAMAGE – ELEVATORS**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.



**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**23. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**25. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

**26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

**Contractors' General Liability Extension Endorsement**

2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

**Consolidated (wrap-up) insurance program** means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

**Residential structure** means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

5002008070636029807764



**Workers Compensation And Employers Liability Insurance**  
**Policy Endorsement**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 7 63602994

Policy Effective Date: 02/24/2024

Policy Page: 31 of 47

**TYPE:**Resolution**SUBMITTED BY:**Todd Finner**DEPARTMENT:**Recreation and Community  
Events**DATE:**May 20, 2025**DESCRIPTION:**Resolution Authorizing the Execution of an Ice License and Facility Use Agreement with the Fenwick High School Hockey Club**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:**

4-0; Unanimous

**DATE:**

May 13, 2025

**BACKGROUND:**

The Village has encouraged the Fenwick High School Hockey Club to use the Edge Ice Arenas as one of its facilities for its hockey program. Fenwick desires to license ice time at the Edge Ice Arenas to supplement its program which is primarily based at the Ridgeland Commons Ice Arena, close to the Fenwick campus in Oak Park. Fenwick Hockey has a history of providing quality high school hockey and outstanding leadership, both athletically and academically.

**KEY ISSUES:**

The Resolution presented approves an Ice Arena License and Facility Use Agreement with Fenwick. This would be a three year agreement and will cover any and all ice times reserved at the Edge. This agreement will require Fenwick to purchase the following ice times or substitute ice times during the 2025/26 to 2027/28 hockey seasons:

- Tuesday 6:20 - 7:20 am Edge on John Street
- Wednesday 8:00 - 9:10 pm Edge on John Street
- Thursday 8:30 - 10:00 pm Edge on John Street
- Saturday 4:10 - 5:50 pm Edge on John Street
- Sunday 5:20 - 7:00 pm Edge on Jefferson West

**ALTERNATIVES:**

- The Resolution requires approval by the Village Board. Should the Board not approve the Resolution, Fenwick would not be entitled to use the Arenas under the terms of the proposed Ice License Use agreement with Fenwick.
- Discretion of the Committee of the Whole.

**RECOMMENDATION:**

Staff recommends consideration of this Resolution at the May 20th Village Board meeting.

**BUDGET IMPACT:**

This Agreement will provide the Village revenue in the form of license fees and amusement tax. Total resulting revenues are projected to be \$91,000.00 in the first year of the agreement and a 3% increase in each subsequent year, thereafter. These revenues will be included in the 2026 annual budget.

**ACTION REQUIRED:**

Approval of the Resolution Authorizing the Execution of an Ice License and Facility Use Agreement with the Ferwick High School Hockey Club.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
Resolution	5/6/2025	Resolution Letter
Agreement	5/6/2025	Exhibit



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AN ICE ARENA AND FACILITY USAGE LICENSE  
AGREEMENT WITH THE FENWICK HIGH SCHOOL HOCKEY CLUB**

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

**WHEREAS**, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

**WHEREAS**, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the “ARENA”); and

**WHEREAS**, the VILLAGE has determined that it is necessary and desirable to license ice time and use of the ARENA for the purposes of generating revenue to fund the costs of maintenance, operation and management of the ARENA; and

**WHEREAS**, an organization known as the Fenwick High School Hockey Club, an Illinois Corporation, currently has a license with the VILLAGE for ice time and use of the ARENA pursuant to the terms and conditions as expressed in a certain Ice Arena and Facility Usage License Agreement; and

**WHEREAS**, the Fenwick High School Hockey Club has expressed a desire to renew the Ice Arena and Facility Usage License Agreement for the use of the ARENA in accordance with the terms and conditions as expressed in the subsequent Ice Arena and Facility Usage License Agreement (hereinafter the “AGREEMENT”) attached hereto and incorporated by reference herein as Exhibit “A”; and

**WHEREAS**, President and Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with the Fenwick High School Hockey Club.

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

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

**SECTION TWO:** The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Use Agreement attached hereto and incorporated herein by reference as Exhibit “A.”

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 20<sup>th</sup> day of May, 2025.

APPROVED:

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

ATTEST:

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

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

## ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into as of this 20th day of May, 2025, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and The Fenwick High School Hockey Club ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

### I. RECITALS

1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to The Fenwick High School Hockey Club (licensee) and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
7. Licensee further recognizes that Arena and its facilities are public in nature.
8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
9. Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### II. LICENSE

#### 1. Term.

- a. The Term of this License shall commence on August 14, 2025 and shall continue for a period of three (3) years (the "Term") until August 13, 2028. Thereafter, the License will automatically renew for successive twelve (12)-month periods, unless either Party provides written notice of termination. Such notice must be provided not less than one hundred twenty (120) days before the expiration date of the initial term or the then current renewal

term. Upon renewal, the Licensee shall pay for ice time at the hourly rate that is in place at the time of any such renewal plus 3% per year for the duration of the renewal term.

## 2. Usage.

- a. **Ice Time.** During the Term, Licensee shall purchase from Licensor pursuant to the schedule set forth in "Exhibit C," attached hereto.
- b. **Exchange of Ice Time.** Licensee may exchange the ice time specifically listed in "Exhibit C" for other available of unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion. All exchanges must be approved verbally, or in writing, by the Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.
- c. **Preempted Ice.** Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon verbal or written notice, to preempt Licensee's use of the Arena. Preempted Ice can include ice time used for certain periodic tournaments and special events, such as, but not limited to: Greater Chicago Columbus Day Invitational, World Hockey Invite, Thanksgiving Day weekend, Martin Luther King Day weekend and President's Day weekend,

## 3. Scope

- a. This License authorizes Licensee to use the ice surface, locker rooms, spectator stands, public areas of the Arena, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License and the usages provided for herein applies only during the ice time set forth in "Exhibit C," or otherwise exchanged pursuant to paragraph 2(b), herein.
- d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.

## 4. Payment

- a. Licensor shall invoice Licensee on the 15<sup>th</sup> of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing on the first day of the month following the invoice date.
- b. The invoiced amount shall be based upon the following hourly rate of five hundred thirty dollars and forty-five cents (\$530.45) per hour and three hundred dollars and zero cents (\$300.00) for all ice times that start prior to 7:00 am.
- c. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.) (a.), above. A Fifty Dollar (\$50.00)-fee above the face amount of a check will be charged for all checks that are not paid, returned, and/or must be resubmitted for collection, regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.

- d. The Village of Bensenville amusement tax, then in effect, shall be assessed against the full amount of each hourly ice charge. The amusement tax is currently five percent (5%) at the signing of this License.
- e. Upon Licensee's failure to pay any sums due hereunder, Licensors reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- f. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensors hereby reserves the right to cancel any future commitments made by Licensors to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessors's sole option.

#### **5. Taxes.**

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed by Licensors on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensors, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licensors shall have the remedies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

#### **6. Reservation of Rights.**

- a. Licensors hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensors reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators, for any reason, at Lessors's sole discretion.

#### **7. Duties of Licensee.**

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B," attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to pay to the Licensors the replacement costs itemized in Exhibit "B" for the damages listed there caused by it or its employees, agents, members, invitees and spectators.
- b. Licensee shall provide for qualified and trained adult supervision (exclusive of hockey directors and coaches) at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and

- spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
  - g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
  - h. Licensee's players, hockey directors, instructors and bench coaches shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
  - i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
    - ☐ USA Hockey
    - ☐ Amateur Hockey Association of Illinois
  - j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
  - k. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.
  - l. Licensee shall indicate on "Exhibit D" which additional facilities they would like to rent. In the event that Licensee would like to rent vendor space, please indicate the name of the vendor and product(s) the vendor will be selling.
  - m. In the event that Licensee is renting vendor space then Licensee shall be required to indicate the desired location of each vendor space on the facility drawings located on "Exhibit E". Vendors not listed on "Exhibit D" and located on the drawings on "Exhibit E" will not be permitted access to the facility.

#### **8. Duties of Licensor.**

- a. Licensor shall provide the ice rink, locker rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C" and the other facilities set forth in "Exhibit D."
- b. Licensor shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensor shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.
- d. Licensor shall provide one table and two chairs for each vendor location rented by Licensee as indicated in "Exhibit D".
- e. Licensor shall notify Licensee of any material breach of this License. Licensee shall grant Licensor thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee's option.

## **9. Assumption of Risk.**

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, to losses and the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

## **10. Insurance.**

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
  - i. Personal injury/death: one million dollars per occurrence; and
  - ii. Property damage liability: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

## **11. Waiver of Claims; Indemnification.**

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

## **12. Termination.**

- a. Subject to the conditions set forth in Article (4.), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.
- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.

- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
- e. Termination by the Licensor shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

### **13. Excuse of Performance.**

- a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License. In the event of a pandemic, Licensee shall be excused from performance of such obligations until such a time that the Amateur Hockey Association of Illinois indicates that youth hockey players may resume participation in indoor ice hockey.

### **14. Arena.**

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in is full compliance with this License.

### **15. Miscellaneous.**

- a. **Assignment.** This License may be assigned by Licensee, with Licensor's prior written consent provided that the assignment is to: 1) any member organization of the Amateur Hockey Association of Illinois, which at the time of assignment is in good standing with that association; and, 2) Licensee is current in all amounts owing to Licensor.
- b. **Amendments.** No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.
- c. **Entire License.** This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- d. **Severability.** The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.



- e. **Headings and Captions.** The headings and captions continued in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. **Governing law.** Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. **Waiver.** No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. **Counterparts.** This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

**16. Notice.**

- a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

i. For Licensor:

Village of Bensenville  
Attn: Daniel Schulze, Village Manager  
12 S. Center Street  
Bensenville, Illinois 60106  
[dschulze@bensenville.il.us](mailto:dschulze@bensenville.il.us)

and

Joseph Montana  
Montana & Welch, LLC  
192 North York Road  
Elmhurst, IL 60126  
[jmontana@montanawelch.com](mailto:jmontana@montanawelch.com)  
(630) 501 – 0624 Elmhurst  
(630) 607 – 0694 Fax

ii. For Licensee:

The Fenwick High School Hockey Club  
505 West Washington Boulevard  
Oak Park, IL 60302-4095  
[fenwickhockey@fenwickfriars.com](mailto:fenwickhockey@fenwickfriars.com)

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

VILLAGE OF BENSENVILLE

By: \_\_\_\_\_  
Daniel Schulze, Village Manager

LICENSEE

By: Nick Fabbrini 5-5-25  
Nick Fabbrini

Attest: \_\_\_\_\_  
Corey Williamsen, Deputy Village Clerk

Its Hockey Director

**EXHIBIT A**  
**WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY**  
**AGREEMENT ("AGREEMENT")**

- I. Assumption of Risk.** I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. **Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and The Fenwick High School Hockey Club** ("hereafter referred to as the "Licensee"). I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.
- II. Release and waiver of claims agreement.** In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, **I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of the Licensee at the Arena.** Further, **I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the Licensee due to whatever cause whatsoever, including negligence or breach of contract on the part of the VILLAGE OF BENSENVILLE.**
- III. Binding effect of this Agreement.** In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.
- IV. Entire agreement.** This Agreement contains all the terms and conditions of my waiver and release of liability.
- I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.**

\_\_\_\_\_  
Signature of participant

\_\_\_\_\_  
Signature of parent or guardian of participant if participant is under eighteen (18) years of age.

\_\_\_\_\_  
Date

## **EXHIBIT B**

### **LOCKER ROOM AND ARENA RULES AND REGULATIONS**

1. Skates must be kept on the rubber floor only and not on or around the bleachers.
2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
3. Players must be fully clothed when outside of the locker room.
4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
5. No pets allowed in rink.
6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm – 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
8. Users do not have access to the office or any office equipment within it.

## Edge Ice Arenas Rules

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms – WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- All tobacco use is prohibited in the facilities – violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date \_\_\_\_\_ Team and Association \_\_\_\_\_

Rink (Circle One)      John Street      Jefferson East      Jefferson West      Locker Room # \_\_\_\_\_

Time of day key is checked out \_\_\_\_\_

Responsible party printed name \_\_\_\_\_

NOTE EXISTING DAMAGE \_\_\_\_\_

\_\_\_\_\_

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature \_\_\_\_\_

Witness (Edge Staff) \_\_\_\_\_

After use inspection (circle one)      Acceptable      Not Acceptable\*\*

\*\*Reason for non-acceptance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee name that inspected locker room and received key \_\_\_\_\_

Time of day key returned \_\_\_\_\_

(Please note price list on reverse side for cost of damages)

## Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame. The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$60.00
Damaged Bench	\$200.00
Keys	\$5.00
Locks	\$80.00
Showerhead	\$50.00
Outlet	\$30.00
Outlet Cover	\$10.00
Light Cover	\$100.00
Thermostat	\$500.00
Toilet	\$500.00
Sink	\$400.00
Toilet Partition	\$500.00
Shower Partition	\$500.00
Emergency Lights	\$500.00
Coat Hooks	\$250.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$1000.00
Room Deodorizer	\$100.00

## **EXHIBIT C**

### **ICE TIME SCHEDULE**

#### **A. Regular Ice Slots**

In each annual operating year, Licensee shall be responsible for purchasing the specified ice slots from Licensors as listed below, from August 15<sup>th</sup> thru February 28<sup>th</sup>, specifically excluding Thanksgiving Day and December 24<sup>th</sup> through January 1<sup>st</sup>.

##### **Tuesday**

6:20 – 7:20 am John Street

##### **Wednesday**

8:00 – 9:10 pm John Street

##### **Thursday**

8:30 – 10:00 pm John Street

##### **Saturday**

4:10 – 5:50 pm John Street

##### **Sunday**

5:20 – 7:00 pm Jefferson West

## Exhibit D

### Other facility rental fees and responsibilities

The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charge one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage deposit. Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

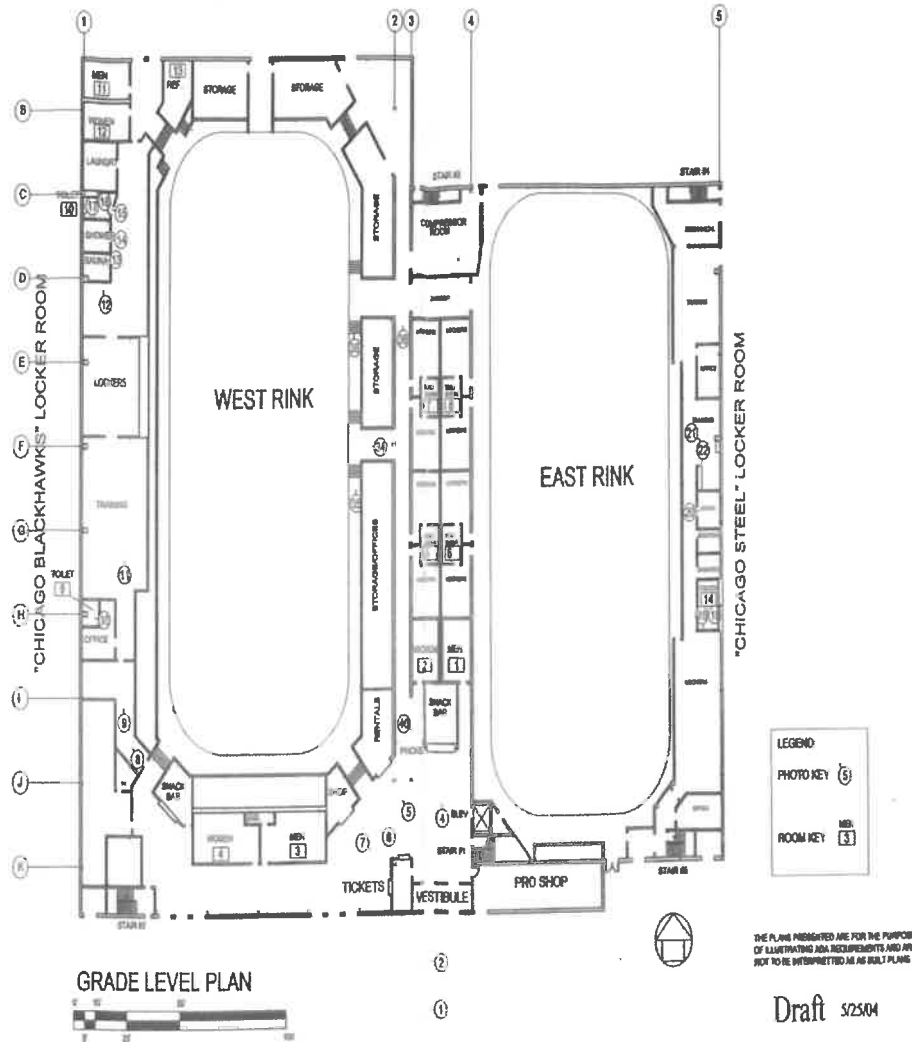
<b>Rental Facility</b>	<b>Cost</b>	<b>Please check if required</b>
<b>AHAI Meeting Rooms</b> Maximum occupancy of 30 people per room	<b>\$150/day/room</b>	
<b>West Rink Party Room</b> Maximum occupancy of 15 people per room	<b>\$50/day</b>	
<b>Blue Line Club Bar</b> Maximum occupancy of 20 people per room	<b>\$100/day</b>	
<b>John Street Ballet Room</b> Maximum occupancy of 20 people per room	<b>\$50/day</b>	
<b>Skybox</b> Each skybox offers a private suite overlooking the Edge West Ice Arena. Maximum occupancy is 10 people per suite.	<b>\$100/suite</b>	
<b>Food/Beverage</b> The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending privileges. Please do not bring in food from outside sources. Please indicate YES or NO if you will be requiring food and beverage services while at the Edge.	<b>Yes</b> <b>No</b>	
<b>Vendor Space</b> Each vendor space will include one table and two chairs. There are two vendors spaces available on lower level and numerous spaces available on the 2nd level mezzanine.	<b>\$100/upper level space</b> <b>\$150/lower level space</b>	
<b>Internet Needs</b> Please specify all internet requirements.		
<b>Electrical Requirements</b> Please specify all electrical requirements.		
<b>Microphone</b> Please specify if you will require the use of a microphone.		

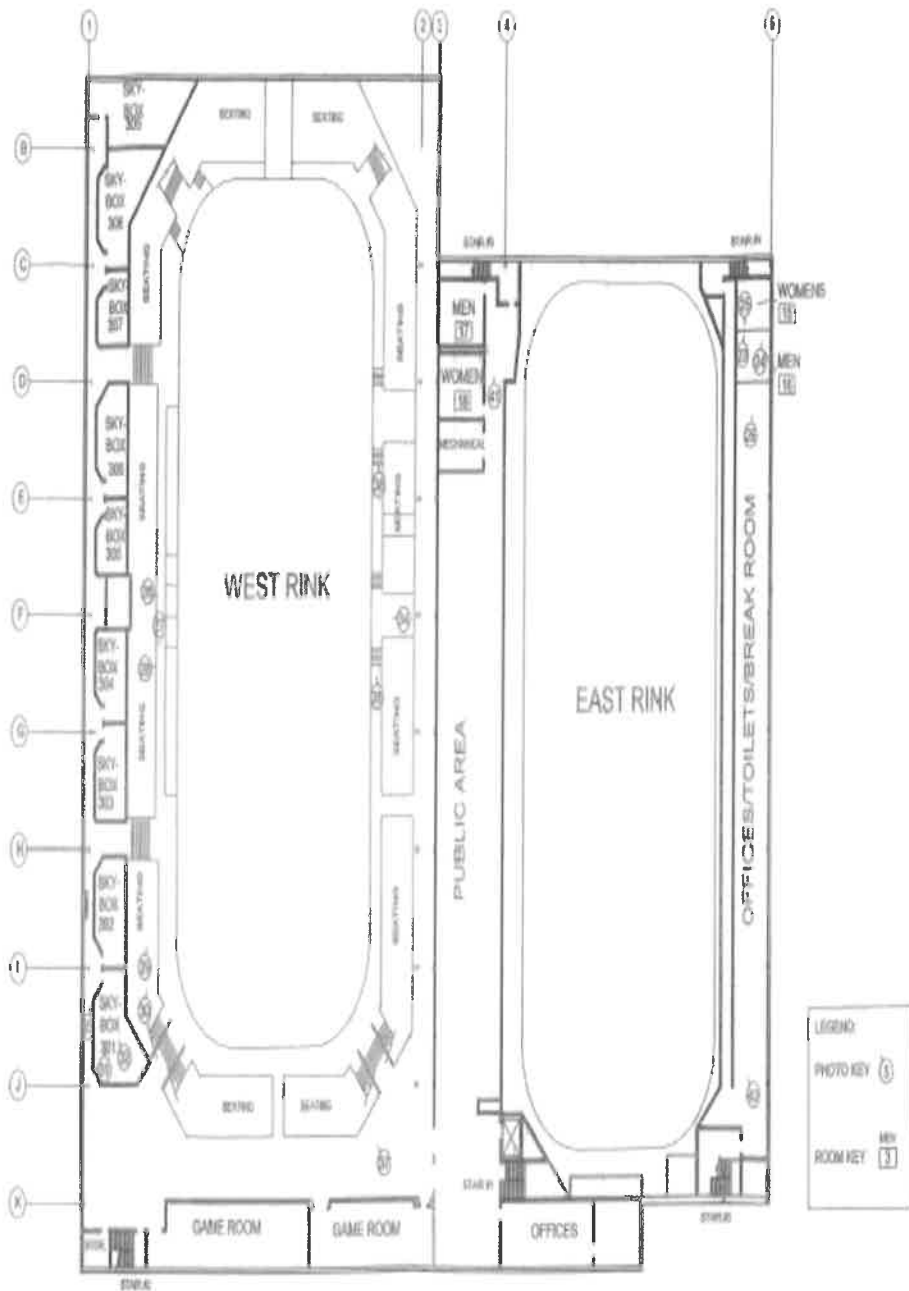
**\*\*Please list each vendor name and products to be sold in space below:**



# Exhibit E

Vendor Space Designations (Please indicate your desired location)





# UPPER LEVEL PLAN



THE EDGE II ICE ARENA  
BENSENVILLE, ILLINOIS

THIS PLAN IS PRESENTED AS A GUIDE FOR THE PURPOSE  
OF ILLUSTRATING AND ACCOMPANIES AND ARE  
NOT TO BE CONSIDERED AS A BUILT PLAN



Draft S2564

X-2

**TYPE:**Resolution**SUBMITTED BY:**Daniel Schulze**DEPARTMENT:**Police Department**DATE:**5/20/2025**DESCRIPTION:**

Resolution to Extend the Intergovernmental Agreement with the Village of Addison for Police Dispatch Services until April 30, 2028

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

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

**COMMITTEE ACTION:**

N/A

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

On June 20, 2023, the Village approved a Resolution authorizing the execution of an IGA with the Village of Addison for Police Dispatching services. The term of the agreement expired on April 30, 2025. This will extend the agreement to April 30, 2028.

**KEY ISSUES:**

The dispatching services provided by Addison have met expectations and are satisfactory. Because of personnel cost increases, Addison has agreed to provide the dispatch services at the below rates:

5/1/2025 through 4/30/2026 \$536,655

5/1/2026 through 4/30/2027 \$581,222

5/1/2027 through 4/30/2028 \$630,729

**ALTERNATIVES:**

Discretion of the Board.

**RECOMMENDATION:**

Staff recommends approval of Resolution to Extend the Intergovernmental Agreement with the Village of Addison for Police Dispatch Services until April 30, 2028.

**BUDGET IMPACT:**

5/1/2025 through 4/30/2026 \$536,655

5/1/2026 through 4/30/2027 \$581,222

5/1/2027 through 4/30/2028 \$630,729

**ACTION REQUIRED:**

Approval of the Resolution to Extend the Intergovernmental Agreement with the Village of Addison for Police Dispatch Services until April 30, 2028.

**ATTACHMENTS:**

<b><u>Description</u></b>	<b><u>Upload Date</u></b>	<b><u>Type</u></b>
IGA Extension Resolution 2025	5/12/2025	Exhibit
IGA Addison - Bensenville	5/12/2025	Exhibit

## RESOLUTION NO \_\_\_\_\_

### **RESOLUTION EXTENDING THE INTERGOVERNMENTAL AGREEMENT WITH THE VILLAGE OF ADDISON FOR PROVIDING POLICE DISPATCHING SERVICES**

WHEREAS, the Village of Bensenville contracts with the Addison Consolidated Dispatch Center for dispatching services.

WHEREAS, the Village of Bensenville has previously agreed to pay the Village of Addison for these services.

WHEREAS, the intergovernmental agreement between the Village of Bensenville and the Village of Addison expired on April 30, 2025. The services provided have been satisfactory and the Villages of Addison and Bensenville wish to extend the IGA through April 30, 2028. Because of personnel cost increases, Addison has agreed to provide the dispatch services at the rates below:

5/1/2025 through 4/30/2026	\$536,655.00 (45% increase)
5/1/2026 through 4/30/2027	\$581,222.00 (8.3% increase)
5/1/2027 through 4/30/2028	\$630,729.00 (8.5% increase)

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

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

**SECTION TWO:** The Village Board authorizes and approves the extension of the IGA with the Village of Addison.

**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.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois  
this 20th day of May, 2025.

APPROVED

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

ATTEST: \_\_\_\_\_  
Nancy Quinn, Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

RESOLUTION NO. R-25-**23**

**RESOLUTION APPROVING THE CONTINUATION OF ADDISON CONSOLIDATED  
DISPATCH CENTER SERVICES FOR THE VILLAGE OF BENSENVILLE**

WHEREAS, the Village of Addison and certain Member Municipalities have established the Addison Consolidated Dispatch Center to provide dispatch services by means of an Intergovernmental Agreement; and

WHEREAS, the Mayor and Board of Trustees passed and approved Resolution No. R-15-23 to promote and preserve the public health, safety and welfare of the residents of the Village through an Intergovernmental Agreement between the Village of Addison and the Village of Bensenville for dispatch services (the "Bensenville IGA"); and

WHEREAS, the Village of Addison and the Village of Bensenville have revised Exhibit C to the Bensenville IGA from time to time; and

WHEREAS, the Village of Addison and the Village of Bensenville mutually desire to continue the provision of dispatch services to the Village of Bensenville by the Addison Consolidated Dispatch Center in accordance with a revised Exhibit C to the Bensenville IGA, which is attached hereto as Exhibit 1 and made a part hereof; and

WHEREAS, the Mayor and Board of Trustees of the Village of Addison believe and hereby declare that it is in the best interests of the Village of Addison and its residents to approve the revised Exhibit C.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF ADDISON, DU PAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: The foregoing recitals are hereby incorporated in this Section One as if said recital was fully set forth herein.

SECTION TWO: The revised Exhibit C to the Bensenville IGA, attached hereto as Exhibit 1 and made a part hereof, shall be and is hereby approved and the Mayor or his designee is authorized and directed to execute the exhibit.

SECTION THREE: Any and all policies or resolutions of the Village of Addison which conflict with the provisions of this resolution shall be, and they are hereby, repealed.

SECTION FOUR: This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 5<sup>th</sup> day of May, 2025.

AYES: Inmates DeRosario, Nucery, Nanti, O'Brien, Reyes

NAYS: None

ABSENT: None

APPROVED THIS 5<sup>th</sup> day of May, 2025.

ATTEST:

Luella A. Zucchero  
VILLAGE CLERK

Tom Duffy  
MAYOR



## **EXHIBIT C – BENSENVILLE POLICE DEPARTMENT**

### **C-1. Bensenville Customer Services**

Addison shall provide personalized customer services to Bensenville including answering in person all non-emergency calls during hours when the Member Municipality's offices are closed to the public, including Public Works, utility calls and dispatching, and contact the appropriate Member Municipality of any emergency by phone, alpha numeric paging or other agreed upon methods. This precludes emergency (storm, flood) events. Bensenville shall provide thirty (30) days' notice of any change in their evening and weekend office hours. Any change of three (3) or more hours from the original office hours above must be mutually agreed upon. Bensenville's schedule of office hours is as follows: 911 and 7 digit direct calls – 24 hours a day, 7 days a week. Answer non-emergency telephones Monday – Friday 5:00 p.m. – 8:00 a.m. and 24 hours a day on Saturday and Sunday. Answer non-emergency calls on holidays.


### **C-2. Bensenville Equipment**

Bensenville shall be responsible for procuring and maintaining, at its own cost, its mobile and portable radio equipment and repeaters for use by its personnel using the system, and any required enhancements shall be at Bensenville's cost.

### **C-3. Bensenville Service Fees**

For the period of May 1, 2025 through April 30, 2026, Bensenville shall pay an Annual Service Fee to Addison in the amount of \$536,655 with payment scheduled according to the provisions of Paragraph 11 herein. For the period of May 1, 2026 through April 30, 2027, Bensenville shall pay an Annual Service Fee to Addison in the amount of \$581,222. For the period of May 1, 2027 through April 30, 2028, Bensenville shall pay an Annual Service Fee to Addison in the amount of \$630,729.

  
\_\_\_\_\_  
Mayor/Designee

  
\_\_\_\_\_  
Village Administrator/Designee

**TYPE:**Proclamation**SUBMITTED BY:**Amanda Segreti**DEPARTMENT:**Public Works**DATE:**May 20, 2025**DESCRIPTION:**

Proclamation Designating the Week of May 18-24, 2025, National Public Works Week in the Village of Bensenville, Illinois

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

	<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:**

Public Works services provided in our community are an integral part of our citizens' everyday lives. The Village of Bensenville Department of Public Works supplies the Village with quality drinking water, excellent wastewater treatment facilities, an extensive local road system, and an award-winning forestry program. Since 1960, APWA (American Public Works Association) has sponsored National Public Works Week. Across North America, our more than 28,000 members in the US and Canada use this week to energize and educate the public on the importance of the contribution of public works to their daily lives: planning, building, managing and operating the heart of our local communities and building the quality of life. APWA is proud to announce the theme "People, Purpose, Presence" for the 2025 National Public Works Week poster. The theme highlights three cornerstone ideals that motivate public works professionals to serve in their communities every day. Meeting the needs of people is what gives public works its sense of purpose. Many times, public works professionals will never meet those whose lives have been impacted because when things are going right, no one knows that public works is there. Yet, with or without fanfare, public works is ever present, working in the background to advance quality of life for all.

**KEY ISSUES:**

National Public Works Week is observed each year during the third full week of May. Through NPWW and other efforts, APWA seeks to raise the public's awareness of public works issues and to increase confidence in public works employees who are dedicated to improving the quality of life for present and future generations. To coincide with National Public Works Week, our annual Public Works Open House event will take place Thursday, May 22 from 3:30 PM to 7:00 PM. Please join me in recognizing May 18-24, 2025 as National Public Works Week in the Village of Bensenville.

**ALTERNATIVES:**

N/A

**RECOMMENDATION:**

N/A

**BUDGET IMPACT:**

N/A

**ACTION REQUIRED:**

N/A

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

2025 PW Week Proclamation

5/2/2025

Backup Material



## National Public Works Week Proclamation

May 18–24, 2025

### “People, Purpose, Presence”

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of the Village of Bensenville; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in the Village of Bensenville to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, Frank DeSimone, Village President, do hereby designate the week of May 18–24, 2025, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the State (to be affixed),

DONE at the **Village of Bensenville, Illinois** this 20th day of May 2025.

---

Nancy Quinn, Village Clerk

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Frank DeSimone, Village President