**Village Board**

**Village President**
Frank DeSimone

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

**Village Clerk**
Nancy Quinn

**Village Manager**
Daniel Schulze

BENSENVILLE
GATEWAY TO OPPORTUNITY

# Village of Bensenville, Illinois
# VILLAGE BOARD
# BOARD OF TRUSTEES MEETING
# AGENDA
# 6:30 PM October 28, 2025

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC HEARING/PRESENTATION

1. *Proclamation Honoring the Life and Service of Village Trustee Marie T. Frey*

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

VI. APPROVAL OF MINUTES

1. *September 30, 2025 Village Board Meeting Minutes*

VII. WARRANT

1. *Warrant - October 28, 2025, 25/10 $2,589,362.64*

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

1. *Ordinance Granting a Special Use Permit (Outdoor Storage Area) at 478 Industrial Drive*
2. *Ordinance Granting a Zoning Variation for Accessory Structure Rear Yard Setback at 243 S. Addison Street*
3. *Ordinance Amending Title 3 - Chapter 3 - Liquor Regulations for the Creation of a Class L Liquor License for Indoor Sports Dome Facility*
4. *Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Section 1-5-4 of Chapter Five of Title One of the Bensenville Village Code Regarding Board of Trustees Meeting Dates*
5. *Resolution Approving the 2026 Meeting Schedules for the Village of Bensenville*
6. *Resolution Authorizing the Execution of a Three Party Agreement Between the Village of Bensenville, Fenton Community High School District 100, and the Illinois Commerce Commission (ICC) Regarding Construction and Maintenance of a Trespass Control*

*Fence*

7. *Resolution Authorizing the Execution of an Intergovernmental Agreement (IGA) Between the Village of Bensenville and Fenton Community High School District 100 Regarding Construction and Maintenance of a Trespass Control Fence*

8. *Resolution Authorizing the Award of a Design Engineering Services Agreement with Strand Associates, Inc. for the Silver Creek S4 Storm Sewer Improvements (Branigar's Mohawk Subdivision) in the not-to-exceed amount of $59,500.*

9. *Resolution Authorizing the Award of a Design Engineering Services Agreement with Edwin Hancock Engineering Company for the Silver Creek Storm Sewer Improvements (West of IL-83) in the not-to-exceed amount of $80,200*

10. *Resolution Authorizing the Award of a Design Engineering Services Agreement with Michael Baker International, Inc for the 2026 Parking Lot Improvements in the not-to-exceed amount of $61,525.15.*

11. *Resolution Authorizing the Execution of a Construction Engineering Agreement with Strand Associates, Inc. for the Thomas - Foster Lift Station Improvements Project in the amount of $117,000*

12. *Resolution Authorizing the Execution of a Contract with Performance Construction and Engineering, LLC for the Thomas - Foster Lift Station Improvements Project in the amount of $728,777*

13. *Resolution Authorizing the Execution of a Final Balancing Change Order #1 with Everlast Blacktop, Inc. for the Arthur Court Improvements for an increase of $75,905.89, for a revised final contract amount of $1,021,131.76.*

14. *Resolution Authorizing the Execution of a Final Balancing Change Order #1 with Acqua Contractors Corporation for the for the 2024 CDBG Project – Argyle and Twin Oaks Roadway and Water Main Improvements for an increase of $217,548.11, for a revised final contract amount of $1,352,548.11.*

15. *Resolution Authorizing the Award of a Construction Contract to Meade Electric Company, Inc. of Willowbrook, IL for the York Road Traffic Signals Upgrades in the not-to-exceed amount of $100,865*

16. *Resolution Authorizing the Execution of a Purchase Order with Morton Salt, Inc. for the Purchase of 600 Tons of Bulk Rock Salt in the Not-to-Exceed Amount of $42,402*

17. *Resolution Establishing Guidelines and Procedures for the 2025 - 2026 Senior / Disabled Snow Removal Program*

18. *Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Grounds for the 2025 - 2026 Senior / Disabled Snow Removal Program*

19. *Resolution Authorizing the Execution of a Contract with Verde Breeze for the 2025 - 2026 Senior / Disabled Snow Removal Program*

20. *Resolution Authorizing the Execution of a Contract with Welfin Zacarias for the 2025 - 2026 Senior / Disabled Snow Removal Program*

21. *Resolution Approving an Intergovernmental Agreement between the Village of Bensenville and the County of DuPage, Illinois for Park Improvements*

## IX. **REPORTS OF VILLAGE DEPARTMENTS**

A. Administration – No Report

B. Community and Economic Development

1. *Resolution of the Village of Bensenville, DuPage and Cook Counties,*

C. Finance – No Report

D. Police Department – No Report

E. Public Works – No Report

F. Recreation – No Report

X. **REPORTS OF VILLAGE OFFICERS:**

A. PRESIDENT'S REMARKS:

B. VILLAGE MANAGER'S REPORT:

C. VILLAGE ATTORNEY'S REPORT:

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. EXECUTIVE SESSION

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

XIV. MATTERS REFERRED FROM EXECUTIVE SESSION

XV. ADJOURNMENT

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Proclamation | Corey Williamsen | Village Clerk's Office | October 28, 2025 |

**DESCRIPTION:**
Proclamation Honoring the Life and Service of Village Trustee Marie T. Frey

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

**COMMITTEE ACTION:** **DATE:**

**BACKGROUND:**

**KEY ISSUES:**

**ALTERNATIVES:**

**RECOMMENDATION:**

**BUDGET IMPACT:**

**ACTION REQUIRED:**

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Minutes | Corey Williamsen | Village Clerk's Office | October 28, 2025 |

**DESCRIPTION:**
September 30, 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 | Upload Date | Type |
|---|---|---|
| DRAFT_250930_VB | 10/17/2025 | 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

**September 30, 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, Franz, Lomax, Perez

Absent: Carmona, Frey, Panicola

A quorum was present.

Staff Present: D. Schulze, L. Benowitz, J. Caracci, S. Flynn, W. Magdziarz, M. Ribando, C. Williamsen

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

**APPROVAL OF MINUTES:** 4. The August 26, 2025 Village Board Meeting minutes were presented.

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

**ROLL CALL:** AYES: President DeSimone, Franz, Lomax, Perez

NAYS: None

All were in favor. Motion carried.

**WARRANT NO. 25/09:** 5. President DeSimone presented **Warrant No. 25/09** in the amount of $4,523,539.91.

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

DRAFT

**ROLL CALL:** AYES: President DeSimone, Franz, Lomax, Perez

NAYS: None

All were in favor. Motion carried.

Motion: 6. Trustee Lomax made a motion to approve the Consent Agenda as presented. Trustee Franz seconded the motion.

All were in favor. Motion carried.

**Ordinance No. 37-2025:** **Ordinance Amending The Bensenville Village Code Title 3 – Chapter 3 – Liquor Regulations, Increasing the Number of Class E2 Liquor Licenses from 2 to 3. (Consent Agenda)**

**Ordinance No. 38-2025:** **Ordinance Designating Certain Property as Surplus and Authorizing the Disposition of the Same. (Consent Agenda)**

**Resolution No. R-93-2025:** **Resolution of the Village of Bensenville, DuPage and Cook Counties, Illinois, Accepting a Proposal for the Village Owned Vacant Parcel of Real Property at 540 County Line Road and Authorizing the Village Manager and Community & Economic Development Director to Negotiate an Agreement for its Sale and Development. (Consent Agenda)**

**Resolution No. R-94-2025:** **Resolution Authorizing the Award of a Design Engineering Services Agreement with Engineering Resource Associates, Inc. for the Willow Creek Tributary (W4) Storm Sewer Improvements Project in the Not-to-Exceed Amount of $115,790. (Consent Agenda)**

**Resolution No. R-95-2025:** **Resolution Authorizing the Execution of a Final Balancing Change Order #1 with Earthwerks Land Improvement and Development Corporation of Lisle, IL for the Browngate Subdivision Detention Basin Project for an Increase of $77,907.50 for a Revised Final Contract Amount of $435,524.00. (Consent Agenda)**

**Resolution No. R-96-2025:** **Resolution Authorizing the Award of a Design Engineering Services Agreement with Christopher B. Burke Engineering LTD. for the Industrial Drive Reconstruction Project in the Not-to-Exceed Amount of $319,000.00. (Consent Agenda)**

**Resolution No. R-97-2025:** **Resolution Authorizing an Execution of a Purchase Order to Badger Infrastructure Solutions for Hydro-Excavation of Water Services in the Not-to-Exceed Amount of $40,000. (Consent Agenda)**

**Resolution No. R-98-2025:** **Resolution Authorizing the Execution of a Purchase Order to Roesch Ford for the Purchase of Community and Economic Development and Police Vehicles in the Not-to-Exceed Amount of $98,431. (Consent Agenda)**

**Resolution No. R-99-2025:** **Resolution Authorizing a Facility Usage License Agreement with 200 x 85, LLC for the World Invite Youth Hockey Tournament. (Consent Agenda)**

**Resolution No. R-100-2025:** **Resolution Approving an Ice License and Facility Use Agreement with the Chicago Cougars Junior A Hockey Team for 2025-2026. (Consent Agenda)**

**Resolution No. R-101-2025:** **Resolution Authorizing the Execution of a Facility Use License Agreement with Goodman Elite Sports Training. (Consent Agenda)**

**Resolution No. R-102-2025:** **Resolution Authorizing the Execution of a License Agreement with Bar Down Pro Shop, LLC, Inc. (Consent Agenda)**

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

**ROLL CALL:** AYES: President DeSimone, Franz, Frey, Lomax, Perez

NAYS: None

All were in favor. Motion carried.

**Ordinance No. 39-2025:**

7. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 39-2025** entitled an **Ordinance Approving Variations to Allow a Garage and Paved Parking Area in the Corner Side Yard at 245 May Street, Bensenville, Illinois.**

   Director of Community and Economic Development, Walter Madgziara stated Joshua Yee, 245 May Street, is requesting a zoning variation (1) to allow a detached garage in the corner side yard, and (2) to allow a parking pad 18 square feet larger than the maximum permitted.

   Mr. Madgziara stated the applicant desires to construct a detached garage on his corner lot in the required corner side yard. Mr. Madgziara stated Staff reviewed alternatives with Applicant and concluded the requested location was the best option and required the least amount of variation.

   Mr. Madgziara stated the requested zoning variations permit the Applicant to improve his property and provide improvements (detached garage) that are commonplace in the Village. Mr. Madgziara stated the location of the proposed garage has no impact on traffic visibility at the intersection.

   Mr. Madgziara stated the Community Development Commission held the requisite public hearing, no objectors were present, and recommended approval of the variations, subject to certain conditions.

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

**ROLL CALL:** AYES: President DeSimone, Franz, Lomax, Perez

NAYS: None

All were in favor. Motion carried.

**Ordinance No. 40-2025:**

8. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 40-2025** entitled an **Ordinance Approving a Variation to Allow a Fence in the Front Yard at 301 Miner Street, Bensenville, Illinois.**

Mr. Madgziara stated Douglas Cisko, 301 Miner Street, is requesting a zoning variation to allow a six-foot tall fence in the front yard of his lot.

Mr. Madgziara stated the house is placed in an unusual location on the corner lot leaving all of the usable yard space in the front yard, by definition. Mr. Madgziara stated the Applicant desires to construct the fence to provide containment for his autistic child, as well as privacy when he and his family are outdoors on the corner lot. Mr. Madgziara stated Village staff and the Applicant considered other alternatives and concluded the variation request was the best option.

Mr. Madgziara stated the Community Development Commission was sympathetic to the Applicant's needs and desires but also considered the impact of a six-foot tall fence protruding into yard space that is adjacent neighboring front yards. Mr. Madgziara stated the Commission recommended a setback between the fence and the Miner Street property line as a reasonable compromise.

Mr. Madgziara stated the Commission sought a solution that did not make an unusual lot appear more unusual in the neighborhood in which it is located.

Mr. Madgziara stated the Community Development Commission held the requisite public hearing, no objectors were present, and recommended approval of a modified version of the variation request.

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

**ROLL CALL:** AYES: President DeSimone, Franz, Lomax, Perez

NAYS: None

All were in favor. Motion carried.

**Ordinance No. 41-2025:**

9. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 41-2025** entitled an **Ordinance Approving a Special Use Permit Allowing Motor Vehicle Repair and/or Service Use at 200 Wilson Court, Bensenville, Illinois.**

Mr. Madgziara stated Wilson Court LLC is the owner of 200 Wilson Court and is requesting a Special Use Permit for Motor Vehicle Repair and/or Service.

Mr. Madgziara stated the Applicant has an existing Bensenville business interested in occupying the entire building to use as a maintenance facility for their cartage company. Mr. Madgziara stated the premises would be used for maintenance of only the company's fleet vehicles and trailers. No body repairs will be performed on the premises.

Mr. Madgziara stated a Special Use may have impacts or characteristics that require attention. Mr. Madgziara stated the Commission identified outdoor storage, sanitary and storm sewer drainage concerns to be addressed and monitored and their recommendation includes conditions of approval addressing these concerns.

Mr. Madgziara stated the Community Development Commission held the requisite public hearing, no objectors were present, and recommended approval of the Special Use Permit, subject to certain conditions.

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

**ROLL CALL:** AYES: President DeSimone, Franz, Lomax, Perez

NAYS: None

All were in favor. Motion carried.

**Ordinance No. 72-2025:**

10. President DeSimone gave the summarization of the action contemplated in **Ordinance No. 42-2025** entitled an **Ordinance Amending Title 10 (Zoning Ordinance), Chapter 10 (Signs) Regarding Electronic Message Signs.**

Mr. Madgziara stated amendment of the sign regulations in the Zoning Ordinance as they pertain to electronic message signs. Specifically, the amendment will (1) permit government bodies to display electronic message signs in all zoning districts, including residential districts; and (2) remove the one-mile separation requirement between electronic message signs.

Mr. Madgziara stated since the comprehensive amendment of the Zoning Ordinance in 2018 and over the course of day-to-day administration of the regulations, Village staff identifies necessary amendments to respond to changing technology, development practices, community preferences and the law.

Mr. Madgziara stated electronic message signs are the latest subject matter in the zoning regulations to be fine-tuned.

Mr. Madgziara stated the technology behind this type of sign has evolved rapidly since the zoning regulations were adopted in 2018 making electronic message signs economical for more businesses. Mr. Madgziara stated the signs serve a purpose and the original fears and reservations about these signs have not materialized. Through our administration of the regulations, we have learned the one-mile separation requirement is excessive and harms local businesses efforts to reach customers.

Mr. Madgziara stated the Community Development Commission held the requisite public hearing, no objectors were present, and recommended approval of the proposed amendment.

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

**ROLL CALL:** AYES: President DeSimone, Franz, Lomax, Perez

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S REMARKS:** President DeSimone announced the annual Wilke's Family Halloween Display is in full swing in Downtown Bensenville; full details can be found on the Village's website.

President DeSimone announced the last Coffee with the Village President and Trustees is October 4th; full details can be found on the Village's website.

President DeSimone announced the movie schedule for the Bensenville Theater can be found on the Village's website.

**MANAGERS REPORT:** Village Manager, Dan Schulze, had no report.

**VILLAGE ATTORNEY REPORT:** Village Attorney, P. Joseph Montana had no 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 Lomax seconded the motion.

**ROLL CALL:** AYES: President DeSimone, Franz, Lomax, Perez

NAYS: None

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 6:42 p.m.

Nancy Quinn
Village Clerk
**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this_____ day, October 2025

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Warrant | Edilia Velazquez-Powers | Finance | 10/28/2025 |

**DESCRIPTION:**
Warrant - October 28, 2025, 25/10 $2,589,362.64

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

**COMMITTEE ACTION:** **DATE:**

**BACKGROUND:**

**KEY ISSUES:**

**ALTERNATIVES:**

**RECOMMENDATION:**

**BUDGET IMPACT:**

**ACTION REQUIRED:**

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Warrant-October 28, 2025, 25/10 $2,589,362.64 | 10/23/2025 | Backup Material |

# VILLAGE OF BENSENVILLE WARRANT 25/10
# October 28, 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 BANOVETZ**
**FINANCE DIRECTOR**

**Approved by the Board of Trustees on October 28, 2025, hereby authorizing the Director of Finance to disburse $2,589,362.64 the accounts indicated in the attached report.**

**NANCY QUINN**
**VILLAGE CLERK**

**FRANK DESIMONE**
**VILLAGE PRESIDENT**

BENSENVILLE

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **7 LAYER SOLUTIONS. INC.** | | | | | | | | | |
| **1093** | | | | | | | | | |
| 13519 | MANAGED IT SERVICES | SCHAUMBURG | 20253217 | 10/31/2025 | 11020180-531260 | FN | INFO TECHNOLOGY SERVICES | $12,570.00 | 0 |
| 13519 | MANAGED IT SERVICES | SCHAUMBURG | 20253217 | 10/31/2025 | 11020180-542100 | FN | MAINTENANCE AGREEMENTS | $1,450.00 | 0 |
| | | | | | | | | **14,020.00** | |
| **A MOON JUMP 4U, INC** | | | | | | | | | |
| **372** | | | | | | | | | |
| 51518441-BAL | INV# 51518441 HOLIDAY TRAIN/SANTA'S SLEIGH RENTAL | MELROSE PARK | 20252847 | 11/01/2025 | 11070750-577019 | SF | TREE LIGHTING | $980.94 | 0 |
| | | | | | | | | **980.94** | |
| **A24 FILMS, LLC** | | | | | | | | | |
| **1227** | | | | | | | | | |
| SMASHING MACHINEWK2 | MOVIE RENTAL FEES - THE SMASHING MACHINE | PASADENA | 20253485 | 11/09/2025 | 11070790-547910 | SF | MOVIE RENTAL FEES | $16.46 | 0 |
| THE SMASHING MACHINE | MOVIE RENTAL FEES - THE SMASHING MACHINE | PASADENA | 20253485 | 11/02/2025 | 11070790-547910 | SF | MOVIE RENTAL FEES | $87.47 | 0 |
| | | | | | | | | **103.93** | |
| **ACQUA CONTRACTORS CORP** | | | | | | | | | |
| **1984** | | | | | | | | | |
| 6 | R-20-2025 - CONSTRUCTION CONTRACT CDBG | ELMHURST | 20250716 | 10/30/2025 | 31080810-596000 | PW | CAPITAL CONSTRUCTION | $80,863.98 | 0 |
| 6 | R-20-2025 - CONSTRUCTION CONTRACT CDBG | ELMHURST | 20250716 | 10/30/2025 | 51080860-596000 | PW | CAPITAL CONSTRUCTION | $217,548.12 | 0 |
| | | | | | | | | **298,412.10** | |
| **ACS ENTERPRISES, INC.** | | | | | | | | | |
| **505** | | | | | | | | | |
| 25109 | R-191-2024 - HVAC FILTERS | CHICAGO | 20250137 | 10/31/2025 | 11050440-542110 | PW | R&M BUILDING | $1,527.15 | 0 |
| | | | | | | | | **1,527.15** | |
| **ADDISON BUILDING MATERIAL, CO.** | | | | | | | | | |
| **3628** | | | | | | | | | |
| 124637 | INV# 124637 CEILING TILES - JOHN ST. | ARLINGTON HEIGHTS | 20253137 | 10/04/2025 | 11174100-542110 | SF | R & M BUILDING | $1,853.28 | 0 |
| 124277 | INV# 124277 MISC SUPPLIES | ARLINGTON HEIGHTS | 20253194 | 09/24/2025 | 11070720-542310 | SF | R & M EQUIPMENT | $309.14 | 0 |
| 125296 | CEMENT | ARLINGTON HEIGHTS | 20253231 | 10/22/2025 | 11050420-542810 | PW | R & M PAVEMENT | $267.89 | 0 |
| | | | | | | | | **2,430.31** | |
| **ADVANCE AUTO PARTS** | | | | | | | | | |
| **808** | | | | | | | | | |
| 8751522775157 | RETURN BRUSH ON BED LINER | BENSENVILLE | | 08/15/2025 | 31580490-595000 | FN | CAPITAL OUTLAY-FLEET | -$99.00 | 0 |
| 8751527532575 | SHOP SUPPLIES: SAFETY SCRAPERS | BENSENVILLE | 20253444 | 11/01/2025 | 11050490-552130 | PW | MATERIAL/SUPPLIES-VEHICLES | $7.16 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **ADVANCE AUTO PARTS** | | | | | | | | | |
| **808** | | | | | | | | | |
| 8751528328082 | SHOP: DIESEL EXHAUST FLUID | BENSENVILLE | 20253445 | 11/09/2025 | 11050490-552130 | PW | MATERIAL/SUPPLIES-VEHICLES | $77.16 | 0 |
| 8751523230027 | INV# 8751523230027 FUEL FILTER - REDMOND MOWER | BENSENVILLE | 20253189 | 09/19/2025 | 11070720-542310 | SF | R & M EQUIPMENT | $10.17 | 0 |
| 8751513633531 | YELLOW TRAILER LIGHTS | BENSENVILLE | 20253446 | 06/15/2025 | 11050420-542410 | PW | R & M VEHICLES | $39.57 | 0 |
| 8751525827097 | #212 - OIL FILTER AND OIL | BENSENVILLE | 20253388 | 10/15/2025 | 11050430-542410 | PW | R&M VEHICLES | $67.36 | 0 |
| | | | | | | | | **102.42** | |
| **AFLAC** | | | | | | | | | |
| **980** | | | | | | | | | |
| 487615 | SEPTEMBER PREMIUM | COLUMBUS | 20253149 | 11/09/2025 | 11000000-214130 | FN | PAYROLL DEDUCT'N-AFLAC | $2,005.44 | 9008527 |
| | | | | | | | | **2,005.44** | |
| **AFSCME** | | | | | | | | | |
| **3105** | | | | | | | | | |
| 09.26.25 | MVP NATIONAL PEOPLE CLUB | | 20253153 | 10/26/2025 | 11000000-218100 | FN | PAYROLL DEDUCT'N-UNION DUES | $8.40 | 9008516 |
| 10.10.25 | MVP NATIONAL CLUB | | 20253308 | 11/09/2025 | 11000000-218100 | FN | PAYROLL DEDUCT'N-UNION DUES | $8.40 | 9008536 |
| 9.26.25 | UNION DUES | | 20253152 | 10/26/2025 | 11000000-218100 | FN | PAYROLL DEDUCT'N-UNION DUES | $1,685.04 | 9008515 |
| | | | | | | | | **1,701.84** | |
| **AL WARREN OIL CO, INC.** | | | | | | | | | |
| **700** | | | | | | | | | |
| W1772596 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 09/14/2025 | 11040110-554110 | PW | FUEL/GAS/OIL | $2,478.91 | 0 |
| W1772596 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 09/14/2025 | 11050490-554110 | PW | FUEL/GAS/OIL | $1,570.22 | 0 |
| W1772596 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 09/14/2025 | 11060640-554110 | PW | FUEL/GAS/OIL | $125.53 | 0 |
| W1772596 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 09/14/2025 | 11070720-554110 | PW | FUEL/GAS/OIL | $46.14 | 0 |
| W1772596 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 09/14/2025 | 51050540-554110 | PW | FUEL/GAS/OIL | $678.60 | 0 |
| W1772596 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 09/14/2025 | 51050570-554110 | PW | FUEL/GAS/OIL | $230.69 | 0 |
| W1772597 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 09/14/2025 | 11020190-554110 | PW | FUEL/GAS/OIL | $9.64 | 0 |
| W1772597 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 09/14/2025 | 11050490-554110 | PW | FUEL/GAS/OIL | $2,325.67 | 0 |
| W1772597 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 09/14/2025 | 51050540-554110 | PW | FUEL/GAS/OIL | $772.01 | 0 |
| W1772597 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 09/14/2025 | 51050570-554110 | PW | FUEL/GAS/OIL | $494.36 | 0 |
| W1775766 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 09/26/2025 | 11020190-554110 | PW | FUEL/GAS/OIL | $143.59 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **AL WARREN OIL CO, INC.** | | | | | | | | | |
| **700** | | | | | | | | | |
| W1775766 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 09/26/2025 | 11040110-554110 | PW | FUEL/GAS/OIL | $3,110.44 | 0 |
| W1775766 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 09/26/2025 | 11050490-554110 | PW | FUEL/GAS/OIL | $1,260.79 | 0 |
| W1775766 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 09/26/2025 | 11060640-554110 | PW | FUEL/GAS/OIL | $139.43 | 0 |
| W1775766 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 09/26/2025 | 11070720-554110 | PW | FUEL/GAS/OIL | $51.90 | 0 |
| W1775766 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 09/26/2025 | 51050540-554110 | PW | FUEL/GAS/OIL | $436.64 | 0 |
| W1775766 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 09/26/2025 | 51050570-554110 | PW | FUEL/GAS/OIL | $104.83 | 0 |
| W1779801 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 10/11/2025 | 11020190-554110 | PW | FUEL/GAS/OIL | $93.02 | 0 |
| W1779801 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 10/11/2025 | 11040110-554110 | PW | FUEL/GAS/OIL | $2,942.63 | 0 |
| W1779801 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 10/11/2025 | 11050490-554110 | PW | FUEL/GAS/OIL | $1,063.44 | 0 |
| W1779801 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 10/11/2025 | 11060640-554110 | PW | FUEL/GAS/OIL | $95.23 | 0 |
| W1779801 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 10/11/2025 | 11070720-554110 | PW | FUEL/GAS/OIL | $42.66 | 0 |
| W1779801 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 10/11/2025 | 51050540-554110 | PW | FUEL/GAS/OIL | $442.55 | 0 |
| W1779801 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 10/11/2025 | 51050570-554110 | PW | FUEL/GAS/OIL | $124.67 | 0 |
| W1779802 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 10/11/2025 | 11050490-554110 | PW | FUEL/GAS/OIL | $2,325.28 | 0 |
| W1779802 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 10/11/2025 | 51050540-554110 | PW | FUEL/GAS/OIL | $442.65 | 0 |
| W1779802 | R-192-2024 - FUEL PURCHASE | HAMMOND | 20250140 | 10/11/2025 | 51050570-554110 | PW | FUEL/GAS/OIL | $303.41 | 0 |
| | | | | | | | | **21,854.93** | |
| **ALBERT, NATHAN (E)** | | | | | | | | | |
| **2314** | | | | | | | | | |
| 09-30-25 | WEFTEC 2025 PARKING | LOMBARD | | 10/30/2025 | 51050570-521510 | FN | EDUC/SEMRS/MTGS/TRNG | $27.00 | 0 |
| | | | | | | | | **27.00** | |
| **AMAZON CAPITAL SERVICES INC** | | | | | | | | | |
| **2281** | | | | | | | | | |
| 1C9T-VWRV-K4CY | AMAZON PURCHASE | SEATTLE | 20253350 | 11/06/2025 | 11174100-557481 | FN | AWARDS & COSTUMES | $65.04 | 0 |
| 1XQL-441C-LWWT | AMAZON PURCHASE | SEATTLE | 20253203 | 10/31/2025 | 51050110-551110 | FN | MATERIAL/SUPPLIES | $26.98 | 0 |
| 1K36-TMFQ-KGRR | AMAZON PURCHASE | SEATTLE | 20253350 | 11/06/2025 | 11020190-552135 | FN | MATERIAL/SUPPLIES-EQUIPMENT | $287.90 | 0 |
| 1L43-CPQY-3J4Y | AMAZON PURCHASE | SEATTLE | 20253185 | 10/28/2025 | 11020180-552135 | FN | MATERIAL/SUPPLIES-EQUIPMENT | $291.79 | 0 |
| 1NHM-MFH4-GTPM | AMAZON PURCHASE | SEATTLE | 20253203 | 10/30/2025 | 11020180-552135 | FN | MATERIAL/SUPPLIES-EQUIPMENT | $45.90 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **AMAZON CAPITAL SERVICES INC** | | | | | | | | | |
| **2281** | | | | | | | | | |
| 1X7V-TVGR-37XV | AMAZON PURCHASE | SEATTLE | 20253350 | 11/06/2025 | 11020190-552135 | FN | MATERIAL/SUPPLIES-EQUIPMENT | $397.56 | 0 |
| 11JY-TPJ6-JYQJ | AMAZON PURCHASE | SEATTLE | 20253350 | 11/06/2025 | 11030110-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $15.98 | 0 |
| 14DC-FVMY-FJ63 | AMAZON PURCHASE | SEATTLE | 20253506 | 11/20/2025 | 11070740-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $40.84 | 0 |
| 174X-QRVM-9DVV | AMAZON PURCHASE | SEATTLE | 20253506 | 11/19/2025 | 11030110-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $19.99 | 0 |
| 197W-CMCK-D7D7 | AMAZON PURCHASE | SEATTLE | 20253185 | 10/23/2025 | 11040360-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $29.99 | 0 |
| 1FVT-7GGJ-CV1X | AMAZON PURCHASE | SEATTLE | 20253203 | 10/30/2025 | 11020170-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $74.18 | 0 |
| 1HDL-3RY4-6KC3 | AMAZON PURCHASE | SEATTLE | 20253185 | 10/25/2025 | 11030110-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $9.29 | 0 |
| 1J3L-3HF6-3T7H | AMAZON PURCHASE | SEATTLE | 20253351 | 11/07/2025 | 11040360-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $9.59 | 0 |
| 1JFP-NPKL-H44M | AMAZON PURCHASE | SEATTLE | 20253351 | 11/11/2025 | 11020180-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $319.80 | 0 |
| 1JGY-LNWK-J31V | AMAZON PURCHASE | SEATTLE | 20253203 | 10/30/2025 | 11070760-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $19.38 | 0 |
| 1JLG-KNDW-DCTJ | AMAZON PURCHASE | SEATTLE | 20253264 | 09/19/2025 | 11010030-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $13.05 | 0 |
| 1K7D-WK3R-3QCJ | AMAZON PURCHASE | SEATTLE | 20253362 | 11/14/2025 | 11040360-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $132.43 | 0 |
| 1L3Y-YQPV-4FY4 | AMAZON RETURN | SEATTLE | | 11/06/2025 | 11020130-551110 | FN | MATERIALS/SUPPLIES-ADMIN | -$9.70 | 0 |
| 1NFY-9CWD-1VL3 | AMAZON PURCHASE | SEATTLE | 20253264 | 10/31/2025 | 11174100-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $74.14 | 0 |
| 1P4N-GPXJ-GW7V | AMAZON PURCHASE | SEATTLE | 20253351 | 11/07/2025 | 11020180-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $448.22 | 0 |
| 1RCJ-FLDQ-K1HX | AMAZON PURCHASE | SEATTLE | 20253506 | 11/16/2025 | 11040360-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $168.31 | 0 |
| 1V9H-9NPN-JY4C | AMAZON PURCHASE | SEATTLE | 20253264 | 11/05/2025 | 11070760-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $21.69 | 0 |
| 1V9H-9NPN-JYHM | AMAZON PURCHASE | SEATTLE | 20253264 | 11/05/2025 | 11030110-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $9.65 | 0 |
| 1W6L-KKWV-WH7N | AMAZON PURCHASE | SEATTLE | 20253264 | 09/18/2025 | 11040360-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $93.50 | 0 |
| 1WY1-KMQJ-1DWL | AMAZON PURCHASE | SEATTLE | 20253185 | 10/25/2025 | 11020130-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $54.01 | 0 |
| 1YGP-C1J3-QF73 | AMAZON PURCHASE | SEATTLE | 20253351 | 11/07/2025 | 11050110-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $95.96 | 0 |
| 1YPF-4T69-4HCV | AMAZON RETURN | SEATTLE | | 11/06/2025 | 11020130-551110 | FN | MATERIALS/SUPPLIES-ADMIN | -$9.70 | 0 |
| 1D4V-NNVW-XGRH | AMAZON PURCHASE | SEATTLE | 20253351 | 11/13/2025 | 11030110-541160 | FN | PRNTG, BINDING & DUPLICAT | $120.28 | 0 |
| 1M9J-KJFT-JJ9T | AMAZON PURCHASE | SEATTLE | 20253350 | 11/06/2025 | 11060110-541160 | FN | PRNTG, BINDING & DUPLICAT | $8.59 | 0 |
| 1CGH-FXKC-VJ6D | AMAZON PURCHASE | SEATTLE | 20253351 | 11/12/2025 | 11050440-542110 | FN | R&M BUILDING | $665.45 | 0 |
| 1PN4-RF1G-FJJP | AMAZON PURCHASE | SEATTLE | 20253203 | 10/29/2025 | 11050440-542110 | FN | R&M BUILDING | $314.97 | 0 |
| 1W1Q-RKT7-NT3H | AMAZON PURCHASE | SEATTLE | 20253264 | 10/12/2025 | 11050440-542110 | FN | R&M BUILDING | $259.99 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **AMAZON CAPITAL SERVICES INC** | | | | | | | | | |
| **2281** | | | | | | | | | |
| 1YQT-44QY-DN4R | AMAZON PURCHASE | SEATTLE | 20253506 | 11/15/2025 | 11050440-542110 | FN | R&M BUILDING | $569.94 | 0 |
| 14CG-FWMK-HQQT | AMAZON PURCHASE | SEATTLE | 20253362 | 11/14/2025 | 11070750-577125 | FN | SENIOR CITIZEN | $166.88 | 0 |
| 17RV-DMYK-P9XG | AMAZON PURCHASE | SEATTLE | 20253185 | 10/27/2025 | 11070750-577125 | FN | SENIOR CITIZEN | $16.49 | 0 |
| 1V7J-XWPW-1C9Q | AMAZON PURCHASE | SEATTLE | 20253185 | 10/24/2025 | 11070750-577125 | FN | SENIOR CITIZEN | $16.49 | 0 |
| 1KM1-Y6JN-TMLF | AMAZON PURCHASE | SEATTLE | 20253506 | 11/16/2025 | 11020180-554510 | FN | SMALL TOOLS & EQUIPMENT | $405.48 | 0 |
| 1WC3-XQFW-G7YM | CREDIT MEMO | SEATTLE | | 09/24/2025 | 11020180-554510 | FN | SMALL TOOLS & EQUIPMENT | -$18.99 | 0 |
| 1X3J-V4CY-1163 | CREDIT MEMO | SEATTLE | | 10/24/2025 | 11020180-554510 | FN | SMALL TOOLS & EQUIPMENT | -$18.99 | 0 |
| 133T-QCC4-GMXM | AMAZON PURCHASE | SEATTLE | 20253362 | 11/14/2025 | 11070750-577010 | FN | SPECIAL FUNCTIONS | $37.53 | 0 |
| 1RCJ-FLDQ-K1HX | AMAZON PURCHASE | SEATTLE | 20253506 | 11/16/2025 | 11040110-521510 | FN | TRAINING PROGRAMS/SESSIONS | $168.31 | 0 |
| | | | | | | | | **5,458.19** | |
| **AMBER'S TRAVELING MASSAGE** | | | | | | | | | |
| **2158** | | | | | | | | | |
| 0503 | SEPTEMBER WELLNESS PROGRAM, INV #0503 | ADDISON | 20253172 | 10/25/2025 | 11040340-521510 | PD | TRAINING PROGRAMS/SESSIONS | $360.00 | 0 |
| | | | | | | | | **360.00** | |
| **AMERICAN CONSERVATION & BILLING SOLUTIONS, INC.** | | | | | | | | | |
| **1262** | | | | | | | | | |
| 18565 | AQUAHAWK 11/01-12/01/2025 | COLORADO SPRINGS | 20253501 | 10/31/2025 | 51030250-549990 | FN | OTHER CONTRACTUAL SERVICES | $995.00 | 0 |
| | | | | | | | | **995.00** | |
| **AMERIGAS PROPANE LP** | | | | | | | | | |
| **2091** | | | | | | | | | |
| 3181625774 | PROPANE REFILL | PITTSBURGH | 20253218 | 10/23/2025 | 11174100-541385 | SF | GAS-PROPANE | $76.31 | 0 |
| 3181625775 | PROPANE REFILL | PITTSBURGH | 20253218 | 10/23/2025 | 11174100-541385 | SF | GAS-PROPANE | $47.87 | 0 |
| 3181875235 | PROPANE REFILL | PITTSBURGH | 20253218 | 10/30/2025 | 11174100-541385 | SF | GAS-PROPANE | $33.78 | 0 |
| 3181875236 | PROPANE REFILL | PITTSBURGH | 20253218 | 10/30/2025 | 11174100-541385 | SF | GAS-PROPANE | $106.12 | 0 |
| 3182110003 | PROPANE REFILL | PITTSBURGH | 20253284 | 11/06/2025 | 11174100-541385 | SF | GAS-PROPANE | $45.27 | 0 |
| 3182110004 | PROPANE REFILL | PITTSBURGH | 20253284 | 11/06/2025 | 11174100-541385 | SF | GAS-PROPANE | $85.45 | 0 |
| | | | | | | | | **394.80** | |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **ANDERSON LOCK CO.** | | | | | | | | | |
| **6304** | | | | | | | | | |
| 1182069 | WWTP & LIFT STATION LOCKS | DES PLAINES | 20253423 | 11/08/2025 | 51050560-542310 | PW | R&M MATERIALS & EQUIPMENT | $293.28 | 0 |
| | | | | | | | | **293.28** | |
| **ANGEL STUDIOS INC** | | | | | | | | | |
| **2131** | | | | | | | | | |
| THE SENIOR | MOVIE RENTAL FEES - THE SENIOR | PROVO | 20253191 | 10/19/2025 | 11070790-547910 | SF | MOVIE RENTAL FEES | $105.28 | 0 |
| THE SENIOR WK2 | MOVIE RENTAL FEES - THE SENIOR WK2 | PROVO | 20253486 | 10/26/2025 | 11070790-547910 | SF | MOVIE RENTAL FEES | $24.78 | 0 |
| | | | | | | | | **130.06** | |
| **ANTONIO CASAS** | | | | | | | | | |
| **2359** | | | | | | | | | |
| 2999 | REPAIRS FOR SQUAD #309, INV #2999 | BENSENVILLE | 20253181 | 09/17/2025 | 11040110-542410 | PD | R&M VEHICLES | $1,007.20 | 0 |
| 3000 | REPAIRS FOR SQUAD #311, INV #3000 | BENSENVILLE | 20253180 | 10/11/2025 | 11040110-542410 | PD | R&M VEHICLES | $675.00 | 0 |
| | | | | | | | | **1,682.20** | |
| **AQUA PURE ENTERPRISES, INC.** | | | | | | | | | |
| **11330** | | | | | | | | | |
| 0155924-IN | INV# 0155924-IN POOL CHEMICALS | ROMEOVILLE | 20253196 | 10/28/2025 | 11070760-554120 | SF | CHEMICALS | $884.95 | 0 |
| 0155953-IN | INV# 0155953-IN POOL CHEMICALS | ROMEOVILLE | 20253297 | 11/02/2025 | 11070760-554120 | SF | CHEMICALS | $1,113.95 | 0 |
| | | | | | | | | **1,998.90** | |
| **AQUAJOY SPA AND POOL, INC.** | | | | | | | | | |
| **889** | | | | | | | | | |
| 8025 | INV# 2993 2025 DRAIN AND CLEAN | GENEVA | 20252331 | 10/17/2025 | 11070760-542110 | SF | R&M BUILDING | $1,600.00 | 0 |
| | | | | | | | | **1,600.00** | |
| **ARTISTIC ENGRAVING** | | | | | | | | | |
| **1599** | | | | | | | | | |
| 26480 | BADGE ORDER, INV #26480 | COUNTRYSIDE | 20253179 | 10/23/2025 | 11040340-554810 | PD | UNIFORMS - PURCHASE | $601.78 | 0 |
| | | | | | | | | **601.78** | |
| **ATKINS, NATHANIEL (E)** | | | | | | | | | |
| **1018** | | | | | | | | | |
| 09-30-10-01-25 | WEFTEC 2025 PARKING- LUNCH-BREAKFAST | SOMONAUK | | 10/30/2025 | 51050570-521510 | FN | EDUC/SEMRS/MTGS/TRNG | $94.21 | 0 |
| | | | | | | | | **94.21** | |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **AUTOMATIC DOORS, INC.** | | | | | | | | | |
| **11415** | | | | | | | | | |
| 10-488-Y | INV# 10-488-Y ADDITIONAL SERVICE CALLS TO FIX FRON | STREAMWOOD | 20253481 | 11/05/2025 | 11174100-542110 | SF | R & M BUILDING | $4,086.00 | 0 |
| | | | | | | | | **4,086.00** | |
| **AXON ENTERPRISE, INC.** | | | | | | | | | |
| **930** | | | | | | | | | |
| INUS381074 | STANDARD & TRAINING CARTRIDGES, INV #INUS381074 | SCOTTSDALE | 20253328 | 10/27/2025 | 11040340-554510 | PD | SMALL TOOLS & EQUIPMENT | $2,631.40 | 0 |
| | | | | | | | | **2,631.40** | |
| **BACKGROUNDS ONLINE** | | | | | | | | | |
| **2229** | | | | | | | | | |
| 586686 | SEP BACKGROUND CHECKS | SACRAMENTO | 20253260 | 10/30/2025 | 11020130-541210 | AD | PHYSICAL EXAMS | $163.75 | 0 |
| | | | | | | | | **163.75** | |
| **BADGER DAYLIGHTING CORP** | | | | | | | | | |
| **2360** | | | | | | | | | |
| 2941933 | R-97-2025 - HYDRO-EXCAVATION OF WATER SVC | BROWNSBURG | 20253289 | 11/09/2025 | 51050540-549990 | PW | OTHER CONTRACTUAL SERVICES | $14,280.00 | 0 |
| 2942620 | R-97-2025 - HYDRO-EXCAVATION OF WATER SVC | BROWNSBURG | 20253289 | 11/12/2025 | 51050540-549990 | PW | OTHER CONTRACTUAL SERVICES | $17,640.00 | 0 |
| 2943924 | R-97-2025 - HYDRO-EXCAVATION OF WATER SVC | BROWNSBURG | 20253289 | 11/14/2025 | 51050540-549990 | PW | OTHER CONTRACTUAL SERVICES | $4,200.00 | 0 |
| | | | | | | | | **36,120.00** | |
| **BATTERY SERVICE CORPORATION** | | | | | | | | | |
| **2716** | | | | | | | | | |
| 0123651 | SERVER ROOM BACK-UP BATTERY | BENSENVILLE | 20253404 | 10/30/2025 | 11050440-542110 | PW | R&M BUILDING | $121.02 | 0 |
| 0123920 | TRANSFORMER BATTERY | BENSENVILLE | 20253468 | 11/12/2025 | 11050440-542110 | PW | R&M BUILDING | $26.87 | 0 |
| 0123928 | BATTERIES FOR EMERGENCY LIGHTS | BENSENVILLE | 20253469 | 11/12/2025 | 11050440-542110 | PW | R&M BUILDING | $107.48 | 0 |
| 0123642 | #216 - MOTORCRAFT 65 BATTERY | BENSENVILLE | 20253403 | 10/30/2025 | 51050540-542410 | PW | R&M VEHICLES | $160.95 | 0 |
| 0123685 | #244 - MOTORCRAFT 65 BATTERY | BENSENVILLE | 20253402 | 10/31/2025 | 51050540-542410 | PW | R&M VEHICLES | $321.90 | 0 |
| | | | | | | | | **738.22** | |
| **BAXTER & WOODMAN** | | | | | | | | | |
| **2717** | | | | | | | | | |
| 0276755 | R-91-2025 - 2025 WATER/SEWER & PRETRMT RATE STUDY | CAROL STREAM | 20252896 | 10/22/2025 | 51050577-536511 | PW | ENG SVC - ENVIRONMENTAL | $365.44 | 0 |
| 0276755 | R-91-2025 - 2025 WATER/SEWER & PRETRMT RATE STUDY | CAROL STREAM | 20252896 | 10/22/2025 | 51080860-536518 | PW | ENG SVC- STUDIES | $734.56 | 0 |
| | | | | | | | | **1,100.00** | |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **BEARCOM** | | | | | | | | | |
| **2265** | | | | | | | | | |
| 5946625 | 2-WAY RADIOS AND EQUIPMENT FOR SHOP | GARLAND | 20253287 | 10/17/2025 | 11050490-552130 | PW | MATERIAL/SUPPLIES-VEHICLES | $2,975.71 | 0 |
| 5958035 | PARTS FOR CB RADIOS | GARLAND | 20253459 | 11/09/2025 | 11050490-552130 | PW | MATERIAL/SUPPLIES-VEHICLES | $217.63 | 0 |
| | | | | | | | | **3,193.34** | |
| **BENSENVILLE POSTMASTER** | | | | | | | | | |
| **2622** | | | | | | | | | |
| OCTOBER 2025 | UB MAILING FOR OCTOBER 2025 | BENSENVILLE | 20253251 | 11/02/2025 | 51030250-540110 | FN | POSTAGE/DELIVERY SERVICES | $3,019.14 | 9008532 |
| | | | | | | | | **3,019.14** | |
| **BEST QUALITY FACILITY SERVICES, LLC** | | | | | | | | | |
| **1619** | | | | | | | | | |
| 55245 | CLEANING SERVICES FOR SEPTEMBER, INV #55245 | FRANKLIN PARK | 20253171 | 10/20/2025 | 11040110-549990 | PD | OTHER CONTRACTUAL SERVICE | $2,258.74 | 0 |
| 55254 | R-165-2024 POLICE & VILLAGE HALL JANITORIAL SERVIC | FRANKLIN PARK | 20250033 | 10/20/2025 | 11020110-532810 | PW | PROJECT MANAGEMENT SERVICES | $2,720.76 | 0 |
| | | | | | | | | **4,979.50** | |
| **BILLER PRESS & MFG, INC.** | | | | | | | | | |
| **595** | | | | | | | | | |
| BP-9519 | REQUEST FOR HEARING FORMS, INV #BP-9519 | ANTIOCH | 20253356 | 11/05/2025 | 11040110-541160 | PD | PRNTG, BINDING & DUPLICAT | $333.02 | 0 |
| | | | | | | | | **333.02** | |
| **BLA, INC.** | | | | | | | | | |
| **281** | | | | | | | | | |
| 24284-17 | R-57-2024 - DESIGN PHASE I - EVERGREEN ST | ITASCA | 20250383 | 10/30/2025 | 31080810-536513 | PW | ENG SVC - DESIGN | $19,622.78 | 0 |
| 24301-3 | R-68-2024 - EVERGREEN RECONSTRUCTION PHASE II | ITASCA | 20252019 | 10/30/2025 | 31080810-536513 | PW | ENG SVC - DESIGN | $37,904.53 | 0 |
| | | | | | | | | **57,527.31** | |
| **BOND REFUND** | | | | | | | | | |
| **99** | | | | | | | | | |
| 12060-29965 | PERFECTION ROOFING PLLC | | | 08/11/2025 | 75000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $180.00 | 0 |
| 12060-29965- | PERFECTION ROOFING PLLC | | | 08/11/2025 | 75000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $45.00 | 0 |
| 13485-45256 | LSCD OF BENSEVILLE LLC | | | 10/17/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $750.00 | 0 |
| 13870-203500 | SAMP, EDWIN | | | 10/17/2025 | 75000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $70.00 | 0 |
| 13994-46222 | CHI CONSTRUCTION INC | | | 10/17/2025 | 75000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $180.00 | 0 |
| 14235-46647 | GALLANT | | | 10/17/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $120.49 | 0 |
| 14300-46244 | VSG ELECTRICAL CO. | | | 10/17/2025 | 75000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $180.00 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **BOND REFUND** | | | | | | | | | |
| **99** | | | | | | | | | |
| 14394-207765 | LOPEZ, SALVADOR | | | 10/10/2025 | 75000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $70.00 | 0 |
| 14430-17854 | CYBOR FIRE PROTECTION | | | 10/16/2025 | 75000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $180.00 | 0 |
| 14452-46574 | MAN ELECTRIC SERVICES INC. | | | 10/10/2025 | 75000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $45.00 | 0 |
| 14495-46472 | TSR CONCRETE COATING DBA REVAMP FENCE & DECK | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $70.00 | 0 |
| 14521-30339 | NELSON FIRE PROTECTION | | | 10/17/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $180.00 | 0 |
| 14536-44256 | MR MAINTENANCE INC | | | 10/10/2025 | 75000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $180.00 | 0 |
| 14547-34558 | ALL ROOFS INC | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $70.00 | 0 |
| 14600-46677 | SIGN 4 U ADVERTISING, LLC. | | | 10/17/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $180.00 | 0 |
| 14636-38624 | ABC PHCE | | | 10/17/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $70.00 | 0 |
| 14647-46720 | UNITY DISTRIBUTION INC | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $225.00 | 0 |
| 14685-45509 | THE FAIR PLUMBER | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $70.00 | 0 |
| 14696-46748 | SERVICEHUB ILLINOIS LLCD/BAMR OF LOMBARD | | | 10/17/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $105.00 | 0 |
| 14698-46680 | CVM CONSTRUCTION MANAGERS,INC. | | | 10/17/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $180.00 | 0 |
| 14727-46764 | LOW VOLTAGE INSTALLATION SERVICE, INC | | | 10/16/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $180.00 | 0 |
| 14775-46791 | SORTATION LABS | | | 10/17/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $180.00 | 0 |
| 14800-45788 | ATLAS TOYOTA MATERIAL HANDLING | | | 10/17/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $225.00 | 0 |
| 14833-18435 | FOX VALLEY FIRE | | | 10/16/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $30.00 | 0 |
| 14841-46832 | SHAMROCK FIRE PROTECTION, LLC. | | | 10/16/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $180.00 | 0 |
| 14847-46458 | SELECTIVE FENCE LLC | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $105.00 | 0 |
| 14895-45879 | TMW ENTERPRISES PAVING & MAINTENANACE | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $70.00 | 0 |
| 14921-25149 | BRIGHT LIGHT SIGN COMPANY | | | 10/17/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $35.00 | 0 |
| 14932-25894 | CONSTRUCTION MANAGEMENT CORP OF AMERICA | | | 10/17/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $180.00 | 0 |
| 14976-32321 | ABC PLUMBING , HEATING, ELECTRIC | | | 10/17/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $105.00 | 0 |
| 15004-22904 | ZACHARIAH, LEENA | | | 10/17/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $35.00 | 0 |
| 15042-46930 | USA WATER & FIRE | | | 10/17/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $135.00 | 0 |
| 15058-46244 | VSG ELECTRICAL CO. | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $180.00 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **BOND REFUND** | | | | | | | | | |
| **99** | | | | | | | | | |
| 15061-25894 | CONSTRUCTION MANAGEMENT CORP OF AMERICA | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $180.00 | 0 |
| 15072-24863 | TRANS CONTINENTAL INSTALLATION | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $225.00 | 0 |
| 15076-37785 | BRASCO, INC | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $180.00 | 0 |
| 15100-28311 | RANDELL ROOFING INC. | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $70.00 | 0 |
| 15122-46998 | LLC, DYNICO | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $70.00 | 0 |
| 15123-34819 | FASTSIGNS OF SCHAUMBURG | | | 10/17/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $180.00 | 0 |
| 15128-311520 | VERMILYER, MARY J. | | | 10/17/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $105.00 | 0 |
| 15133-47005 | A & A PROFESSIONAL ROOFERS LLC | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $225.00 | 0 |
| 15144-16722 | C & E FIRE PROTECTION INC. | | | 10/17/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $180.00 | 0 |
| 15151-47023 | BEST ALARM INC. | | | 10/16/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $135.00 | 0 |
| 15160-46889 | ROSE PAVING LLC | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $180.00 | 0 |
| 15162-46212 | REVAMP FENCE AND DECK | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $105.00 | 0 |
| 15166-29732 | LUDWINSKA, MAGDALENA | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $70.00 | 0 |
| 15169-20484 | BROWN ELECTRIC SERVICE INC. | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $180.00 | 0 |
| 15172-308990 | LUIS RAMIREZ | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $70.00 | 0 |
| 15177-38624 | ABC PHCE | | | 10/17/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $105.00 | 0 |
| 15187-44418 | JRG REALTY INVESTMENTS LLC | | | 10/17/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $180.00 | 0 |
| 15191-47060 | ASSOCIATED MATERIAL HANDLING INDUSTRIES, | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $225.00 | 0 |
| 15195-46780 | FIRST RESTORATION SERVICES | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $70.00 | 0 |
| 15219-47078 | BBC ROOFING INC | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $70.00 | 0 |
| 15236-47109 | J.D. INTERNATIONAL LIGHTING INC. | | | 10/17/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $225.00 | 0 |
| 15240-47093 | RITA C VAZQUEZ CONTRERAS | | | 10/10/2025 | 11000000-226283 | FN | DEPOSITS-PERFORMANCE BD ROW | $70.00 | 0 |
| | | | | | | | | **7,890.49** | |
| **BRIGHT DIRECTIONS** | | | | | | | | | |
| **683** | | | | | | | | | |
| 10.10.25 | BRIGHT DIRECTIONS COLLEGE | LINCOLN | 20253306 | 11/09/2025 | 11000000-213500 | FN | PAYROLL DEDUCT'N-BRIGHT STAR | $200.00 | 9008535 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **BRIGHT DIRECTIONS** | | | | | | | | | |
| **683** | | | | | | | | | |
| 9.26.25 | BRIGHT DIRECTIONS COLLEGE | LINCOLN | 20253148 | 10/26/2025 | 11000000-213500 | FN | PAYROLL DEDUCT'N-BRIGHT STAR | $200.00 | 9008517 |
| | | | | | | | | **400.00** | |
| **BUILDERS PAVING, LLC** | | | | | | | | | |
| **972** | | | | | | | | | |
| 176006 | R-191-2024 - ASPHALT & POTHOLE MATERIAL | HILLSIDE | 20250142 | 10/05/2025 | 11050420-542810 | PW | R & M PAVEMENT | $174.30 | 0 |
| 176745 | R-191-2024 - ASPHALT & POTHOLE MATERIAL | HILLSIDE | 20250142 | 10/12/2025 | 11050420-542810 | PW | R & M PAVEMENT | $300.30 | 0 |
| 177301 | R-191-2024 - ASPHALT & POTHOLE MATERIAL | HILLSIDE | 20250142 | 10/18/2025 | 11050420-542810 | PW | R & M PAVEMENT | $89.10 | 0 |
| 177441 | R-191-2024 - ASPHALT & POTHOLE MATERIAL | HILLSIDE | 20250142 | 10/19/2025 | 11050420-542810 | PW | R & M PAVEMENT | $161.70 | 0 |
| 178937 | R-191-2024 - ASPHALT & POTHOLE MATERIAL | HILLSIDE | 20250142 | 11/02/2025 | 11050420-542810 | PW | R & M PAVEMENT | $1,273.80 | 0 |
| 179069 | R-191-2024 - ASPHALT & POTHOLE MATERIAL | HILLSIDE | 20250142 | 11/05/2025 | 11050420-542810 | PW | R & M PAVEMENT | $97.68 | 0 |
| 179270 | R-191-2024 - ASPHALT & POTHOLE MATERIAL | HILLSIDE | 20250142 | 11/06/2025 | 11050420-542810 | PW | R & M PAVEMENT | $523.25 | 0 |
| 179462 | R-191-2024 - ASPHALT & POTHOLE MATERIAL | HILLSIDE | 20250142 | 11/08/2025 | 11050420-542810 | PW | R & M PAVEMENT | $653.92 | 0 |
| 179598 | R-191-2024 - ASPHALT & POTHOLE MATERIAL | HILLSIDE | 20250142 | 11/09/2025 | 11050420-542810 | PW | R & M PAVEMENT | $200.33 | 0 |
| | | | | | | | | **3,474.38** | |
| **CAPITALONE, NA** | | | | | | | | | |
| **1587** | | | | | | | | | |
| 090225 | ANNUAL MEMBERSHIP FEE | NEW ORLEANS | 20252960 | 09/26/2025 | 11030110-540330 | PD | BANK/CREDIT CARD FEES | $19.00 | 9008514 |
| SEPT CASH BACK 2025 | SEPT CASH BACK 2025 | NEW ORLEANS | | 09/19/2025 | 11030110-540330 | FN | BANK/CREDIT CARD FEES | -$217.89 | 9008514 |
| 64643987 | MENARDS | NEW ORLEANS | 20253258 | 09/13/2025 | 51080880-591000 | PW | CAPITAL OUTLAY-BLDG&STRUCTURE | $2,190.32 | 9008514 |
| 0930421918 925 | COMCAST | NEW ORLEANS | 20253182 | 09/04/2025 | 11174100-541310 | FN | COMMUNICATION-PHONES (WIRED) | $636.60 | 9008514 |
| MC23363127 | MAILCHIMP | NEW ORLEANS | 20253182 | 09/23/2025 | 11020170-576010 | FN | ECONOMIC DEVELOPMENT INITIATVS | $26.50 | 9008514 |
| 81225 | CURRITO ELMURST | NEW ORLEANS | 20253182 | 09/11/2025 | 11020130-521115 | FN | EMPLOYEE ENGAGEMENT | $216.72 | 9008514 |
| 08262025 | USPS | NEW ORLEANS | 20253182 | 09/25/2025 | 11020130-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $6.08 | 9008514 |
| 09-0225 | ASTI ITALIAN DELI | NEW ORLEANS | 20253182 | 10/02/2025 | 11020130-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $79.43 | 9008514 |
| 121479 | LARSEN FLORIST | NEW ORLEANS | 20253182 | 09/11/2025 | 11010010-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $177.00 | 9008514 |
| 28674 | THE VILLAGE FLOWER SHOP | NEW ORLEANS | 20253184 | 09/25/2025 | 11020110-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $70.00 | 9008514 |
| 4777924 | CHECKSFORLESS | NEW ORLEANS | 20253182 | 09/27/2025 | 11030110-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $58.90 | 9008514 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **CAPITALONE, NA** | | | | | | | | | |
| **1587** | | | | | | | | | |
| 497700516 | CAFEPRESS BUSINESS | NEW ORLEANS | 20253183 | 09/25/2025 | 11010010-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $863.45 | 9008514 |
| 82625 | USPS | NEW ORLEANS | 20253182 | 09/25/2025 | 11020130-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $6.08 | 9008514 |
| IME308D43616 | IMPRINT | NEW ORLEANS | 20253183 | 09/26/2025 | 11010010-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $256.35 | 9008514 |
| MTNHNN17YJ | APPLE.COM ICLOUD | NEW ORLEANS | 20253184 | 09/28/2025 | 11020110-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $0.99 | 9008514 |
| 90225 | COSTCO ANNUAL RENEWAL | NEW ORLEANS | 20253184 | 10/02/2025 | 11020110-521110 | FN | MEMBERSHIP DUES | $65.00 | 9008514 |
| 080525 | JEWEL OSCO | NEW ORLEANS | 20253027 | 09/04/2025 | 11070750-577012 | SF | MUSIC IN THE PARK | $66.87 | 9008514 |
| 12267335 | COSTAR | NEW ORLEANS | 20253182 | 10/04/2025 | 11060640-549990 | FN | OTHER CONTRACTUAL SERVICE | $578.49 | 9008514 |
| 121196364060 | SHRED SPOT | NEW ORLEANS | 20253258 | 09/20/2025 | 11050110-532100 | PW | PROFESSIONAL SERVICES | $600.00 | 9008514 |
| MQFG657GWG | ICLOUD | NEW ORLEANS | 20253258 | 10/02/2025 | 11050110-532100 | PW | PROFESSIONAL SERVICES | $2.99 | 9008514 |
| 81125 | HALOGEN SUPPLY | NEW ORLEANS | 20253027 | 09/10/2025 | 11070760-542110 | SF | R&M BUILDING | $167.47 | 9008514 |
| 081125 | HULU | NEW ORLEANS | 20253182 | 09/10/2025 | 11020190-542510 | FN | R&M COMMUNICATIONS SYSTEM | $92.98 | 9008514 |
| 111-4500052-4351455 | AMAZON | NEW ORLEANS | 20253182 | 09/03/2025 | 11174100-542310 | FN | R&M EQUIPMENT | $24.68 | 9008514 |
| 080725 | DOLLAR TREE | NEW ORLEANS | 20253027 | 09/06/2025 | 11070750-577125 | SF | SENIOR CITIZEN | $55.00 | 9008514 |
| 081225 | JEWEL OSCO | NEW ORLEANS | 20253027 | 09/11/2025 | 11070750-577125 | SF | SENIOR CITIZEN | $103.88 | 9008514 |
| 081925 | SPOTIFY | NEW ORLEANS | 20253182 | 09/18/2025 | 11070750-577125 | FN | SENIOR CITIZEN | $11.99 | 9008514 |
| 082725- | JEWEL OSCO | NEW ORLEANS | 20253027 | 09/26/2025 | 11070750-577125 | SF | SENIOR CITIZEN | $259.29 | 9008514 |
| 80725 | JEWEL OSCO | NEW ORLEANS | 20253027 | 09/06/2025 | 11070750-577125 | SF | SENIOR CITIZEN | $101.76 | 9008514 |
| 82725 | DOLLARE TREE | NEW ORLEANS | 20253027 | 09/26/2025 | 11070750-577125 | SF | SENIOR CITIZEN | $51.00 | 9008514 |
| 91925 | JEWEL OSCO | NEW ORLEANS | 20253027 | 09/18/2025 | 11070750-577125 | SF | SENIOR CITIZEN | $300.02 | 9008514 |
| 112-0752517-5493857 | AMAZON | NEW ORLEANS | 20253183 | 10/12/2025 | 11040340-554510 | FN | SMALL TOOLS & EQUIPMENT | $398.64 | 9008514 |
| 112-2608305-0677814 | AMAZON | NEW ORLEANS | 20253183 | 09/11/2025 | 11040340-554510 | FN | SMALL TOOLS & EQUIPMENT | $222.98 | 9008514 |
| 112-5221054-5397027 | AMAZON | NEW ORLEANS | 20253183 | 10/12/2025 | 11040340-554510 | FN | SMALL TOOLS & EQUIPMENT | $199.89 | 9008514 |
| 113-26320702-1307454 | AMAZON | NEW ORLEANS | 20253183 | 09/17/2025 | 11040340-554510 | FN | SMALL TOOLS & EQUIPMENT | $71.01 | 9008514 |
| 113-4196611-0058625 | AMAZON | NEW ORLEANS | 20253183 | 09/17/2025 | 11040340-554510 | FN | SMALL TOOLS & EQUIPMENT | $313.69 | 9008514 |
| 113-9837365-2563437 | AMAZON | NEW ORLEANS | 20253183 | 09/17/2025 | 11040340-554510 | FN | SMALL TOOLS & EQUIPMENT | $13.99 | 9008514 |
| 114-3281353-8014644 | AMAZON | NEW ORLEANS | 20253183 | 09/13/2025 | 11040340-554510 | FN | SMALL TOOLS & EQUIPMENT | $579.95 | 9008514 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **CAPITALONE, NA** | | | | | | | | | |
| **1587** | | | | | | | | | |
| 803557 | THAT'S GREAT NEWS | NEW ORLEANS | 20253183 | 09/13/2025 | 11040340-554510 | FN | SMALL TOOLS & EQUIPMENT | $328.90 | 9008514 |
| EY218A08-INV | EVERYTHING2GO | NEW ORLEANS | 20253183 | 10/17/2025 | 11040340-554510 | FN | SMALL TOOLS & EQUIPMENT | $6,343.00 | 9008514 |
| 082725 | AXON TASER | NEW ORLEANS | 20252960 | 09/26/2025 | 11040340-521510 | PD | TRAINING PROGRAMS/SESSIONS | $895.00 | 9008514 |
| 090325 | IML ANNUAL CONFERENCE 2025 | NEW ORLEANS | 20253184 | 10/03/2025 | 11020110-521510 | FN | TRAINING PROGRAMS/SESSIONS | $225.00 | 9008514 |
| 213317416680 | JEWEL OSCO | NEW ORLEANS | 20253182 | 09/11/2025 | 11020130-521510 | FN | TRAINING PROGRAMS/SESSIONS | $19.97 | 9008514 |
| 642740 | BLANK GUN ARMORY | NEW ORLEANS | 20252960 | 09/20/2025 | 11040340-521510 | PD | TRAINING PROGRAMS/SESSIONS | $95.91 | 9008514 |
| 90325 | IML ANNUAL CONFERENCE 2025 | NEW ORLEANS | 20253184 | 10/03/2025 | 11010010-521510 | FN | TRAINING PROGRAMS/SESSIONS | $300.00 | 9008514 |
| CINC081094604 | DULUTH TRADING | NEW ORLEANS | 20253258 | 09/28/2025 | 51050540-554810 | PW | UNIFORMS | $437.20 | 9008514 |
| CINV081079899 | DULUTH TRADING | NEW ORLEANS | 20253258 | 09/28/2025 | 51050540-554810 | PW | UNIFORMS | $97.79 | 9008514 |
| | | | | | | | | **17,413.87** | |
| **CAREY'S HEATING & AIR CONDITIONING, INC.** | | | | | | | | | |
| **1302** | | | | | | | | | |
| 86333 | GUN RANGE TEMPERATURE REPAIRS, INV #86333 | TINLEY PARK | 20253357 | 11/05/2025 | 11040110-542110 | PD | R&M BUILDING | $740.00 | 0 |
| | | | | | | | | **740.00** | |
| **CDW GOVERNMENT, INC.** | | | | | | | | | |
| **11480** | | | | | | | | | |
| AG5G22D | Adobe Acrobat Pro License for Beranek PW | CHICAGO | 20253367 | 11/16/2025 | 11020180-541180 | AD | LICENSE FEES SOFTWARE | $30.07 | 0 |
| AG3XR3J | QUOTE 9QCX666 | CHICAGO | 20253243 | 11/05/2025 | 11030110-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $51.86 | 0 |
| AG3XR3J | QUOTE 9QCX666 | CHICAGO | 20253243 | 11/05/2025 | 11020180-542310 | FN | R & M EQUIPMENT | $1,850.01 | 0 |
| | | | | | | | | **1,931.94** | |
| **CERTIFIED POWER, INC.** | | | | | | | | | |
| **768** | | | | | | | | | |
| 11377757 | #253 - SEAL KIT | MINNEAPOLIS | 20253265 | 10/26/2025 | 11050420-542410 | PW | R & M VEHICLES | $183.46 | 0 |
| 11377799 | #255 - HYDRO SEAL KITS FROM TRUCK | MINNEAPOLIS | 20253387 | 11/02/2025 | 11050420-542410 | PW | R & M VEHICLES | $135.54 | 0 |
| 11377818 | ADDITIONAL SEAL KIT FOR HYDRAULIC CONTROL PUMP | MINNEAPOLIS | 20253442 | 11/08/2025 | 11050420-542410 | PW | R & M VEHICLES | $76.07 | 0 |
| | | | | | | | | **395.07** | |
| **CHA MANAGEMENT GROUP CORP** | | | | | | | | | |
| **2364** | | | | | | | | | |
| 280 | PRISONER MEALS, INV #280 | OAKBROOK | 20252668 | 09/11/2025 | 11040360-551110 | PD | MATERIALS/SUPPLIES-ADMIN | $18.38 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **CHA MANAGEMENT GROUP CORP** | | | | | | | | | |
| **2364** | | | | | | | | | |
| 290 | PRISONER MEALS, INV #290 | OAKBROOK | 20252667 | 09/11/2025 | 11040360-551110 | PD | MATERIALS/SUPPLIES-ADMIN | $7.68 | 0 |
| | | | | | | | | **26.06** | |
| **CHARLES EQUIPMENT ENERGY SYSTEMS, LLC** | | | | | | | | | |
| **714** | | | | | | | | | |
| 523001-1 | R-98-2024 - (5) GENERATOR REPLACEMENTS | ELK GROVE VILLAGE | 20250440 | 11/02/2025 | 31080800-594000 | PW | CAPITAL OUTLAY-MACHINERY & EQU | $131,338.34 | 0 |
| 523001-1 | R-98-2024 - (5) GENERATOR REPLACEMENTS | ELK GROVE VILLAGE | 20250440 | 11/02/2025 | 37980870-594000 | PW | CAPITAL OUTLAY-MACHINERY & EQU | $3,761.16 | 0 |
| | | | | | | | | **135,099.50** | |
| **CHICAGO BUSINESS VOIP** | | | | | | | | | |
| **2196** | | | | | | | | | |
| 58535 | SERVICE DATES 11-01-11-30-2025 | LAKE FOREST | 20253271 | 11/01/2025 | 11020180-541310 | FN | COMMUNICATION-PHONES (WIRED) | $3,777.23 | 0 |
| | | | | | | | | **3,777.23** | |
| **CHICAGO COMMUNICATIONS, LLC.** | | | | | | | | | |
| **8427** | | | | | | | | | |
| 363961 | INV# 363961 RADIOS - JOHN ST. | ELMHURST | 20253195 | 10/23/2025 | 11174100-542170 | SF | R&M ICE RINKS | $1,107.63 | 0 |
| | | | | | | | | **1,107.63** | |
| **CHRIS MICHAEL** | | | | | | | | | |
| **2352** | | | | | | | | | |
| 015853 | INV# 015853 MISC PARTS - OLYMPIA | LONSDALE | 20253193 | 10/22/2025 | 11174100-542610 | SF | R&M ICE RESURFACER | $311.85 | 0 |
| | | | | | | | | **311.85** | |
| **CHRISTOPHER B BURKE ENGINEERING, LTD.** | | | | | | | | | |
| **2738** | | | | | | | | | |
| 205265 | R-96-2025 - INDUSTRIAL DRIVE RECONSTRUCTION | ROSEMONT | 20253290 | 11/13/2025 | 37980800-536513 | PW | ENG SVC - DESIGN | $19,073.25 | 0 |
| | | | | | | | | **19,073.25** | |
| **CINTAS** | | | | | | | | | |
| **13176** | | | | | | | | | |
| 4244063625 | VH MAT CLEANING | MAYWOOD | 20253165 | 10/22/2025 | 11030110-552125 | FN | MATERIALS/SUPPLIES-CLEANING | $193.60 | 0 |
| 4245549345 | VH MAT CLEANING | MAYWOOD | 20253346 | 11/05/2025 | 11030110-552125 | FN | MATERIALS/SUPPLIES-CLEANING | $193.60 | 0 |
| 4247028489 | VH MAT CLEANING | MAYWOOD | 20253505 | 11/19/2025 | 11030110-552125 | FN | MATERIALS/SUPPLIES-CLEANING | $193.60 | 0 |
| 4244819857 | AREA RUG SERVICE - MONTHLY | MAYWOOD | 20250132 | 10/29/2025 | 11050440-549990 | PW | OTHER CONTRACTUAL SERVICE | $96.45 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **CINTAS** | | | | | | | | | |
| **13176** | | | | | | | | | |
| 8407830394 | RESTOCK FIRST AID CABINET, INV #8407830394 | MAYWOOD | 20253369 | 11/09/2025 | 11040110-542110 | PD | R&M BUILDING | $124.71 | 0 |
| | | | | | | | | **801.96** | |
| **CITRON HYGIENE US, CORP.** | | | | | | | | | |
| **1548** | | | | | | | | | |
| INV0509006 | FRESHAIRE DEODORIZER | BOSTON | 20253245 | 10/30/2025 | 11030110-552125 | FN | MATERIALS/SUPPLIES-CLEANING | $58.14 | 0 |
| INV0509005 | INV# INV0509005 FRESHAIRE DEODORIZER SERVICE | BOSTON | 20253281 | 10/30/2025 | 11070790-542112 | SF | R & M BUILDING-CLEANING | $19.38 | 0 |
| | | | | | | | | **77.52** | |
| **CIVILTECH ENGINEERING, INC.** | | | | | | | | | |
| **454** | | | | | | | | | |
| 56133 | R-67-2025 - GREEN ST RECONSTRUCTION PHASE II | ITASCA | 20252020 | 10/03/2025 | 31080810-536513 | PW | ENG SVC - DESIGN | $14,361.43 | 0 |
| 56273 | R-106-2024 - GREEN ST STP PROJECT | ITASCA | 20250384 | 10/30/2025 | 31080810-536513 | PW | ENG SVC - DESIGN | $5,334.60 | 0 |
| 56351 | R-67-2025 - GREEN ST RECONSTRUCTION PHASE II | ITASCA | 20252020 | 11/06/2025 | 31080810-536513 | PW | ENG SVC - DESIGN | $23,193.57 | 0 |
| 3929-14 | R-102-2024 - SESAME ST CONSTRUCTION ENGINEERING | ITASCA | 20250385 | 10/31/2025 | 33080810-536515 | PW | ENG SVC - PROJECT MANAGEMENT | $1,688.21 | 0 |
| | | | | | | | | **44,577.81** | |
| **COMCAST** | | | | | | | | | |
| **12216** | | | | | | | | | |
| 0930058421 1025 | COMCAST 1025 | SOUTHEASTERN | 20253438 | 11/06/2025 | 11020180-541310 | FN | COMMUNICATION-PHONES (WIRED) | $21.28 | 0 |
| 0930408014-1025 | COMCAST-0408014-1025 | SOUTHEASTERN | 20253380 | 10/23/2025 | 11174100-541310 | SF | COMMUNICATION-PHONES (WIRED) | $276.95 | 0 |
| 0940003318-1025 | COMCAST-8771200940003318-1025 | SOUTHEASTERN | 20253300 | 10/31/2025 | 11174100-541310 | SF | COMMUNICATION-PHONES (WIRED) | $183.21 | 0 |
| 934545575 1025 | COMCAST 1025 | SOUTHEASTERN | 20253344 | 10/31/2025 | 11020180-541310 | FN | COMMUNICATION-PHONES (WIRED) | $2,244.94 | 0 |
| | | | | | | | | **2,726.38** | |
| **CONSTELLATION ENERGY SERVICES** | | | | | | | | | |
| **13016** | | | | | | | | | |
| 3355640000-0925 | CONSTELLATION /GAS - SEPT 2025 | CAROL STREAM | 20253484 | 11/08/2025 | 11174100-541370 | SF | ELECTRICITY | $4,198.58 | 0 |
| 6561640000-0925 | CONSTELLATION /GAS - SEPT 2025 | CAROL STREAM | 20253484 | 11/08/2025 | 11174100-541370 | SF | ELECTRICITY | $2,932.24 | 0 |
| 763464-13-0925 | CONSTELLATION-SEPT 2025 | CAROL STREAM | 20253302 | 11/05/2025 | 11174100-541370 | SF | ELECTRICITY | $33,697.38 | 0 |
| 763464-25-0925 | CONSTELLATION-SEPT 2025 | CAROL STREAM | 20253302 | 11/05/2025 | 11070760-541370 | SF | ELECTRICITY | $9,166.00 | 0 |
| 763464-25-0925 | CONSTELLATION-SEPT 2025 | CAROL STREAM | 20253302 | 11/05/2025 | 11174100-541370 | SF | ELECTRICITY | $6,242.15 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **CONSTELLATION ENERGY SERVICES** | | | | | | | | | |
| **13016** | | | | | | | | | |
| 763464-33-0925 | CONSTELLATION-SEPT 2025 | CAROL STREAM | 20253302 | 11/05/2025 | 11070720-541370 | SF | ELECTRICITY | $133.35 | 0 |
| 763464-34-0925 | CONSTELLATION-SEPT 2025 | CAROL STREAM | 20253302 | 11/05/2025 | 11070720-541370 | SF | ELECTRICITY | $30.30 | 0 |
| 763464-35-0925 | CONSTELLATION-SEPT 2025 | CAROL STREAM | 20253302 | 11/05/2025 | 11070790-541370 | SF | ELECTRICITY | $399.99 | 0 |
| 763464-36-0925 | CONSTELLATION-SEPT 2025 | CAROL STREAM | 20253302 | 11/05/2025 | 11070790-541370 | SF | ELECTRICITY | $452.27 | 0 |
| 763464-37-0925 | CONSTELLATION-SEPT 2025 | CAROL STREAM | 20253302 | 11/05/2025 | 11070790-541370 | SF | ELECTRICITY | $482.19 | 0 |
| 763464-39-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/03/2025 | 11050420-541370 | PW | ELECTRICITY | $72.46 | 0 |
| 763464-41-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/03/2025 | 11050420-541370 | PW | ELECTRICITY | $57.70 | 0 |
| 763464-42-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/03/2025 | 11050420-541370 | PW | ELECTRICITY | $82.22 | 0 |
| 763464-43-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/03/2025 | 11050420-541370 | PW | ELECTRICITY | $371.44 | 0 |
| 763464-44-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/03/2025 | 11050420-541370 | PW | ELECTRICITY | $125.66 | 0 |
| 763464-45-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/04/2025 | 11050420-541370 | PW | ELECTRICITY | $247.72 | 0 |
| 763464-5-0925 | CONSTELLATION-SEPT 2025 | CAROL STREAM | 20253302 | 11/05/2025 | 11070720-541370 | SF | ELECTRICITY | $3,241.68 | 0 |
| 763464-0-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/04/2025 | 51050560-541370 | PW | ELECTRICITY/GAS | $110.59 | 0 |
| 763464-1-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/04/2025 | 51050560-541370 | PW | ELECTRICITY/GAS | $72.38 | 0 |
| 763464-10-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/03/2025 | 51050560-541370 | PW | ELECTRICITY/GAS | $413.03 | 0 |
| 763464-11-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/04/2025 | 51050560-541370 | PW | ELECTRICITY/GAS | $45.49 | 0 |
| 763464-12-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/04/2025 | 51050560-541370 | PW | ELECTRICITY/GAS | $62.75 | 0 |
| 763464-15-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/03/2025 | 51050560-541370 | PW | ELECTRICITY/GAS | $664.64 | 0 |
| 763464-16-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/03/2025 | 51050560-541370 | PW | ELECTRICITY/GAS | $104.29 | 0 |
| 763464-18-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/04/2025 | 51050560-541370 | PW | ELECTRICITY/GAS | $65.24 | 0 |
| 763464-2-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/03/2025 | 51050550-541370 | PW | ELECTRICITY/GAS | $140.75 | 0 |
| 763464-20-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/03/2025 | 51050560-541370 | PW | ELECTRICITY/GAS | $69.14 | 0 |
| 763464-21-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/03/2025 | 51050550-541370 | PW | ELECTRICITY/GAS | $57.79 | 0 |
| 763464-22-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/03/2025 | 51050560-541370 | PW | ELECTRICITY/GAS | $281.08 | 0 |
| 763464-23-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/03/2025 | 51050560-541370 | PW | ELECTRICITY/GAS | $76.91 | 0 |
| 763464-23-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/03/2025 | 51050570-541370 | PW | ELECTRICITY/GAS | $27,140.03 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **CONSTELLATION ENERGY SERVICES** | | | | | | | | | |
| **13016** | | | | | | | | | |
| 763464-26-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/04/2025 | 51050550-541370 | PW | ELECTRICITY/GAS | $2,272.01 | 0 |
| 763464-3-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/04/2025 | 51050560-541370 | PW | ELECTRICITY/GAS | $86.27 | 0 |
| 763464-38-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/03/2025 | 51050560-541370 | PW | ELECTRICITY/GAS | $32.89 | 0 |
| 763464-4-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/03/2025 | 51050560-541370 | PW | ELECTRICITY/GAS | $108.22 | 0 |
| 763464-46-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 08/31/2025 | 51050560-541370 | PW | ELECTRICITY/GAS | $31.64 | 0 |
| 763464-7-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/03/2025 | 51050560-541370 | PW | ELECTRICITY/GAS | $73.63 | 0 |
| 763464-8-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/03/2025 | 51050560-541370 | PW | ELECTRICITY/GAS | $4,442.19 | 0 |
| 763464-9-0825 | CONSTELLATION - OCTOBER 2025 | CAROL STREAM | 20253483 | 09/03/2025 | 51050560-541370 | PW | ELECTRICITY/GAS | $146.17 | 0 |
| | | | | | | | | **98,430.46** | |
| **CORE & MAIN LP** | | | | | | | | | |
| **12655** | | | | | | | | | |
| T814076.001 | RETURN METERS | ST LOUIS | | 10/25/2023 | 51050540-552520 | FN | WATER MAIN PARTS | -$780.55 | 0 |
| X186588 | MAINPARTS | ST LOUIS | 20253257 | 10/24/2025 | 51050540-552520 | PW | WATER MAIN PARTS | $3,279.00 | 0 |
| X798560 | MAIN PARTS | ST LOUIS | 20253256 | 10/25/2025 | 51050540-552520 | PW | WATER MAIN PARTS | $12,208.00 | 0 |
| | | | | | | | | **14,706.45** | |
| **COUNTY OF COOK** | | | | | | | | | |
| **12667** | | | | | | | | | |
| 25-4 | RECRUIT TUITION FEE, INV #25-4 | CHICAGO | 20253345 | 10/26/2025 | 11040110-521510 | PD | TRAINING PROGRAMS/SESSIONS | $10,725.00 | 0 |
| | | | | | | | | **10,725.00** | |
| **DAILY HERALD** | | | | | | | | | |
| **7111** | | | | | | | | | |
| 340713- | INV# 340713-A REMAINING BALANCE - JUNE 2025 | CAROL STREAM | 20253376 | 07/31/2025 | 11070790-541145 | SF | ADVERTISING | $287.54 | 0 |
| 352815 | INV# 352815 MONTHLY MOVIE ADS - THEATER SEPTEMBER | CAROL STREAM | 20253294 | 10/31/2025 | 11070790-541145 | SF | ADVERTISING | $313.68 | 0 |
| 355439 | DAILY HERALD MEDIA | CAROL STREAM | 20253504 | 11/20/2025 | 11060110-541140 | CD | LEGAL NOTICES | $112.70 | 0 |
| | | | | | | | | **713.92** | |
| **DAN ROSENWINKEL** | | | | | | | | | |
| **3200** | | | | | | | | | |
| 2025 MITP TRAFFIC | Stipend | LOMBARD | 20253338 | 07/11/2025 | 11020190-577010 | AD | SPECIAL FUNCTIONS | $525.00 | 0 |
| | | | | | | | | **525.00** | |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **DANIEL J FOCHT** | | | | | | | | | |
| **2005** | | | | | | | | | |
| MITP 2025 TRAFFIC | Stipend | WOOD DALE | 20253332 | 09/05/2025 | 11020190-577010 | AD | SPECIAL FUNCTIONS | $75.00 | 0 |
| | | | | | | | | **75.00** | |
| **DAYCY DELGADO-PIZA** | | | | | | | | | |
| **2343** | | | | | | | | | |
| MITP 2025 TRAFFIC | Stipend | BENSENVILLE | 20253337 | 07/11/2025 | 11020190-577010 | AD | SPECIAL FUNCTIONS | $375.00 | 0 |
| | | | | | | | | **375.00** | |
| **DE CAMPANA RESTAURANT, INC** | | | | | | | | | |
| **12605** | | | | | | | | | |
| SENIOR LUNCHEON 925 | SENIOR LUNCHEON - SEPTEMBER 2025 | BENSENVILLE | 20253144 | 10/22/2025 | 11070750-577125 | SF | SENIOR CITIZEN | $2,100.56 | 0 |
| | | | | | | | | **2,100.56** | |
| **DELUXE ECHOSTAR, LLC** | | | | | | | | | |
| **884** | | | | | | | | | |
| 93365603 | EXHIBITOR FEES | PASADENA | 20253133 | 10/18/2025 | 11070790-540110 | SF | POSTAGE/DELIVERY SERVICESS | $40.00 | 0 |
| 93365604 | EXHIBITOR FEES | PASADENA | 20253133 | 10/18/2025 | 11070790-540110 | SF | POSTAGE/DELIVERY SERVICESS | $40.00 | 0 |
| 93372240 | EXHIBITOR FEES | PASADENA | 20253190 | 10/29/2025 | 11070790-540110 | SF | POSTAGE/DELIVERY SERVICESS | $40.00 | 0 |
| 93372241 | EXHIBITOR FEES | PASADENA | 20253190 | 10/29/2025 | 11070790-540110 | SF | POSTAGE/DELIVERY SERVICESS | $40.00 | 0 |
| 93380135 | EXHIBITOR FEES | PASADENA | 20253371 | 11/08/2025 | 11070790-540110 | SF | POSTAGE/DELIVERY SERVICESS | $40.00 | 0 |
| 93380136 | EXHIBITOR FEES | PASADENA | 20253371 | 11/08/2025 | 11070790-540110 | SF | POSTAGE/DELIVERY SERVICESS | $40.00 | 0 |
| | | | | | | | | **240.00** | |
| **DISPLAY SALES** | | | | | | | | | |
| **11835** | | | | | | | | | |
| INV8153 | SOLE SOURCE- HOLIDAY DECORATIONS | BLOOMINGTON | 20253255 | 10/26/2025 | 11050430-542811 | PW | R&M ROW | $9,995.00 | 0 |
| INV8156 | SOLE SOURCE- HOLIDAY DECORATIONS | BLOOMINGTON | 20253255 | 10/26/2025 | 11050430-542811 | PW | R&M ROW | $1,514.98 | 0 |
| INV8171 | HOLIDAY RIBBON | BLOOMINGTON | 20253436 | 10/30/2025 | 11050430-542811 | PW | R&M ROW | $1,746.00 | 0 |
| | | | | | | | | **13,255.98** | |
| **DOG WASTE DEPOT** | | | | | | | | | |
| **1636** | | | | | | | | | |
| 784901 | INV# 784901 DOG WASTE BAGS - REDMOND | SAN DIEGO | 20253282 | 10/30/2025 | 11070720-552110 | SF | MATERIALS/SUPPLIES-OPERATONS | $303.52 | 0 |
| | | | | | | | | **303.52** | |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **DUPAGE COUNTY ANIMAL CONTROL** | | | | | | | | | |
| **3917** | | | | | | | | | |
| 30370 | CHARGES FOR BEP25-8802, 25-8670, INV #30370 | WHEATON | 20253175 | 10/11/2025 | 11040340-548410 | PD | ANIMAL CONTROL SERVICES | $225.00 | 0 |
| 30406 | CHARGES FOR BEP25009948, INV #30406 | WHEATON | 20253174 | 10/15/2025 | 11040340-548410 | PD | ANIMAL CONTROL SERVICES | $150.00 | 0 |
| | | | | | | | | **375.00** | |
| **DUPAGE COUNTY COLLECTOR** | | | | | | | | | |
| **3726** | | | | | | | | | |
| 03-14-406-013-1025 | PROPERTY TAX BILL | CAROL STREAM | 20253186 | 10/02/2025 | 37300000-568110 | FN | PROPERTY TAX EXPENSE | $2,662.35 | 0 |
| 03-14-406-013-1025- | PROPERTY TAX BILL | CAROL STREAM | 20253186 | 10/02/2025 | 37300000-568110 | FN | PROPERTY TAX EXPENSE | $2,550.90 | 0 |
| | | | | | | | | **5,213.25** | |
| **DUPAGE COUNTY RECORDER** | | | | | | | | | |
| **3522** | | | | | | | | | |
| DOC R2025-061257 | WATER LIENS | WHEATON | 20253261 | 10/29/2025 | 11010030-549990 | AD | OTHER CONTRACTUAL SERVICE | $67.00 | 0 |
| DOC R2025-061258 | WATER LIENS | WHEATON | 20253261 | 10/29/2025 | 11010030-549990 | AD | OTHER CONTRACTUAL SERVICE | $67.00 | 0 |
| DOC R2025-061259 | WATER LIENS | WHEATON | 20253261 | 10/29/2025 | 11010030-549990 | AD | OTHER CONTRACTUAL SERVICE | $67.00 | 0 |
| DOC R2025-061260 | WATER LIENS | WHEATON | 20253261 | 10/29/2025 | 11010030-549990 | AD | OTHER CONTRACTUAL SERVICE | $67.00 | 0 |
| DOC R2025-061261 | WATER LIENS | WHEATON | 20253261 | 10/29/2025 | 11010030-549990 | AD | OTHER CONTRACTUAL SERVICE | $67.00 | 0 |
| DOC R2025-061262 | WATER LIENS | WHEATON | 20253261 | 10/29/2025 | 11010030-549990 | AD | OTHER CONTRACTUAL SERVICE | $67.00 | 0 |
| DOC R2025-061263 | WATER LIENS | WHEATON | 20253261 | 10/29/2025 | 11010030-549990 | AD | OTHER CONTRACTUAL SERVICE | $67.00 | 0 |
| DOC R2025-061264 | WATER LIENS | WHEATON | 20253261 | 10/29/2025 | 11010030-549990 | AD | OTHER CONTRACTUAL SERVICE | $67.00 | 0 |
| | | | | | | | | **536.00** | |
| **DUPAGE TOPSOIL, INC.** | | | | | | | | | |
| **9538** | | | | | | | | | |
| 059688 | DIRT | WHEATON | 20253434 | 10/25/2025 | 51050540-542811 | PW | R&M RIGHT OF WAY | $395.00 | 0 |
| | | | | | | | | **395.00** | |
| **DUPAGE WATER COMMISSION** | | | | | | | | | |
| **5295** | | | | | | | | | |
| 01-0200-00-0825 | SERVICE DATES: 7/31/25-8/31/25 | ELMHURST | 20253129 | 11/09/2025 | 51050550-545520 | PW | DUPG WTR COMM-WATER PURCH | $264,758.40 | 9008528 |
| | | | | | | | | **264,758.40** | |

# EXPENDITURE APPROVAL LIST
## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **EDILIA VELAZQUEZ-POWERS (E)** | | | | | | | | | |
| **2369** | | | | | | | | | |
| 10-04-2025 | HOLIDAY DECORATIONS VILLAGE HALL | RIVER FOREST | | 11/14/2025 | 11030110-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $40.90 | 0 |
| | | | | | | | | **40.90** | |
| **EDWIN HANCOCK ENGINEERING, CO.** | | | | | | | | | |
| **1516** | | | | | | | | | |
| 25-0936 | R-28-2025 - 2025 RESIDENTIAL CONSTRUCTION ENG | WESTCHESTER | 20250912 | 10/30/2025 | 31080810-536515 | PW | ENG SVC - PROJECT MANAGEMENT | $2,915.00 | 0 |
| | | | | | | | | **2,915.00** | |
| **ENERGENECS, INC.** | | | | | | | | | |
| **900** | | | | | | | | | |
| 0049906-IN | BENSENVILLE CHURCH PUMP HOUSE | SAUKVILLE | 20253447 | 11/09/2025 | 51050560-549990 | PW | OTHER CONTRACTUAL SERVICES | $225.00 | 0 |
| | | | | | | | | **225.00** | |
| **ENGINEERING ENTERPRISES, INC.** | | | | | | | | | |
| **671** | | | | | | | | | |
| 82947 | R-171-2024 BROWNGATE DETENTION BASIN - DESIGN | SUGAR GROVE | 20250030 | 04/19/2025 | 37980850-536513 | PW | ENG SVC - DESIGN | $887.50 | 0 |
| 83266 | R-7-2025 - EEI FOR L.S.L.R ASSISTANCE | SUGAR GROVE | 20250273 | 05/22/2025 | 51080860-536518 | PW | ENG SVC- STUDIES | $2,327.25 | 0 |
| 84756 | R-7-2025 - EEI FOR L.S.L.R ASSISTANCE | SUGAR GROVE | 20250273 | 10/26/2025 | 51080860-536518 | PW | ENG SVC- STUDIES | $4,422.75 | 0 |
| | | | | | | | | **7,637.50** | |
| **ENVIRO SCIENCE TECHNOLOGIES INC** | | | | | | | | | |
| **1202** | | | | | | | | | |
| 18567 | LIFT STATION WET WELL DEGREASER | OLATHE | 20253390 | 09/05/2025 | 51050560-542310 | PW | R&M MATERIALS & EQUIPMENT | $198.70 | 0 |
| | | | | | | | | **198.70** | |
| **EXCEL SCREEN PRINTING AND EMBROIDERY, INC.** | | | | | | | | | |
| **1205** | | | | | | | | | |
| 296872 | FALL/WINTER ORDER | SCHILLER PARK | 20253453 | 11/15/2025 | 11050420-554810 | PW | UNIFORMS | $62.54 | 0 |
| 296872 | FALL/WINTER ORDER | SCHILLER PARK | 20253453 | 11/15/2025 | 51050110-554810 | PW | UNIFORMS | $741.76 | 0 |
| 296872 | FALL/WINTER ORDER | SCHILLER PARK | 20253453 | 11/15/2025 | 51050540-554810 | PW | UNIFORMS | $287.84 | 0 |
| 296872 | FALL/WINTER ORDER | SCHILLER PARK | 20253453 | 11/15/2025 | 51050577-554810 | PW | UNIFORMS | $115.76 | 0 |
| 296872 | FALL/WINTER ORDER | SCHILLER PARK | 20253453 | 11/15/2025 | 11050490-554810 | PW | UNIFORMS - PURCHASE | $54.76 | 0 |
| 296872 | FALL/WINTER ORDER | SCHILLER PARK | 20253453 | 11/15/2025 | 11050110-554810 | PW | UNIFORMS-PURCHASE | $1,105.95 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **EXCEL SCREEN PRINTING AND EMBROIDERY, INC.** | | | | | | | | | |
| **1205** | | | | | | | | | |
| 296872 | FALL/WINTER ORDER | SCHILLER PARK | 20253453 | 11/15/2025 | 11050430-554810 | PW | UNIFORMS-PURCHASE | $216.55 | 0 |
| | | | | | | | | **2,585.16** | |
| **EX-STINK PLUMBING & SEWER** | | | | | | | | | |
| **950** | | | | | | | | | |
| 360488 | ROD OUTSIDE MAIN LINE @ 416 S ADDISON ST | FOX LAKE | 20253389 | 10/05/2025 | 51050560-549990 | PW | OTHER CONTRACTUAL SERVICES | $274.00 | 0 |
| | | | | | | | | **274.00** | |
| **FABCOR INCORPORATED** | | | | | | | | | |
| **1770** | | | | | | | | | |
| 067246 | LOCKS FOR LOCKERS AT POLICE STATION | MUNSTER | 20253269 | 10/30/2025 | 11050440-549990 | PW | OTHER CONTRACTUAL SERVICE | $131.93 | 0 |
| 067250 | LOCK CYLINDERS FOR POLICE STATION | MUNSTER | 20253270 | 10/30/2025 | 11050440-549990 | PW | OTHER CONTRACTUAL SERVICE | $140.02 | 0 |
| | | | | | | | | **271.95** | |
| **FLEETPRIDE, INC.** | | | | | | | | | |
| **511** | | | | | | | | | |
| 129035629 | FORESTRY TRAILER LIGHTS SWITCH | ATLANTA | 20253386 | 10/25/2025 | 11050430-542410 | PW | R&M VEHICLES | $58.89 | 0 |
| | | | | | | | | **58.89** | |
| **FOREST AWARDS & ENGRAVING** | | | | | | | | | |
| **10846** | | | | | | | | | |
| 17943 | NEW NAME PLATES: MAIA NINAN | WOOD DALE | 20253163 | 10/25/2025 | 11010030-551110 | AD | MATERIALS/SUPPLIES-ADMIN | $36.25 | 0 |
| 17993 | Award | WOOD DALE | 20253339 | 11/02/2025 | 11020190-551110 | AD | MATERIALS/SUPPLIES-ADMIN | $89.99 | 0 |
| | | | | | | | | **126.24** | |
| **GASVODA & ASSOCIATES, INC.** | | | | | | | | | |
| **3251** | | | | | | | | | |
| INV25SVC0779QUT | FLOW METER(S) CALIBRATION PER NPDES PERMIT | CALUMET CITY | 20253473 | 11/06/2025 | 51050570-549990 | PW | OTHER CONTRACTUAL SERVICES | $856.75 | 0 |
| | | | | | | | | **856.75** | |
| **GEIB INDUSTRIES, INC.** | | | | | | | | | |
| **2833** | | | | | | | | | |
| 831449-001 | HOSE FITTING FOR CUSTOM BALER (PD) | BENSENVILLE | 20253272 | 10/22/2025 | 11050440-542110 | PW | R&M BUILDING | $3.35 | 0 |
| 832429-001 | MAIN BREAK TRUCK | BENSENVILLE | 20253406 | 10/25/2025 | 51050540-542410 | PW | R&M VEHICLES | $154.24 | 0 |
| 835375-001 | VACTOR HOSES | BENSENVILLE | 20253408 | 11/13/2025 | 51050540-542410 | PW | R&M VEHICLES | $251.92 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **GEIB INDUSTRIES, INC.** | | | | | | | | | |
| **2833** | | | | | | | | | |
| 835385-001 | VACTOR HOSES | BENSENVILLE | 20253407 | 11/13/2025 | 51050540-542410 | PW | R&M VEHICLES | $16.20 | 0 |
| | | | | | | | | **425.71** | |
| **GEM CAR WASH** | | | | | | | | | |
| **1910** | | | | | | | | | |
| 2025 | LIGHT CAR WASH VOUCHERS | BENSENVILLE | 20253457 | 11/06/2025 | 31080810-596000 | PW | CAPITAL CONSTRUCTION | $400.00 | 0 |
| 2025 | LIGHT CAR WASH VOUCHERS | BENSENVILLE | 20253457 | 11/06/2025 | 31080810-596000 | PW | CAPITAL CONSTRUCTION | $1,700.00 | 0 |
| 1248 | MONTHLY WASH PLANS FOR SQUADS, INV #1248 | BENSENVILLE | 20253361 | 11/13/2025 | 11040110-542410 | PD | R&M VEHICLES | $374.00 | 0 |
| | | | | | | | | **2,474.00** | |
| **GENERAL REFRIGERATION LLC** | | | | | | | | | |
| **2073** | | | | | | | | | |
| SI2298520 | INV# SI2298520 SERVICE CALLS ON 8/18 & 9/16 - JOHN | ROSELLE | 20253134 | 10/17/2025 | 11174100-542350 | SF | R & M COMPRESSOR | $4,102.43 | 0 |
| SI2299185 | 2025 PREVENTATIVE MAINTENANCE - EDGE ICE ARENAS | ROSELLE | 20250006 | 10/23/2025 | 11174100-542350 | SF | R & M COMPRESSOR | $3,555.00 | 0 |
| SI2299186 | 2025 PREVENTATIVE MAINTENANCE - EDGE ICE ARENAS | ROSELLE | 20250006 | 10/23/2025 | 11174100-542350 | SF | R & M COMPRESSOR | $5,135.00 | 0 |
| SI2299908 | INV# S12299908 SERVICE CALL ON 9/23/2025 - JOHN ST | ROSELLE | 20253201 | 10/25/2025 | 11174100-542350 | SF | R & M COMPRESSOR | $1,303.57 | 0 |
| SI2300655 | INV# S12300655 SERVICE CALL ON 9/30 - DESICCANT WH | ROSELLE | 20253283 | 11/02/2025 | 11174100-542110 | SF | R & M BUILDING | $2,427.72 | 0 |
| | | | | | | | | **16,523.72** | |
| **GOLD MEDAL-CHICAGO** | | | | | | | | | |
| **9695** | | | | | | | | | |
| 30-431563 | INV# 30-431563 FOOD ITEMS - SUNDAES TOO | BENSENVILLE | 20253493 | 11/14/2025 | 11070790-557810 | SF | FOOD ITEMS | $421.50 | 0 |
| | | | | | | | | **421.50** | |
| **GRAINGER** | | | | | | | | | |
| **2841** | | | | | | | | | |
| 9661406901 | LAB SUPPLIES | PALATINE | 20253409 | 11/01/2025 | 51050570-552550 | PW | LAB SUPPLIES | $130.94 | 0 |
| 9602489008 | INV# 9602489008 INDUSTRIAL THERMOMETER | PALATINE | 20253291 | 09/10/2025 | 11174100-542110 | SF | R & M BUILDING | $113.22 | 0 |
| 9600596887 | INV# 9600596887 HYDRANT REPAIR KIT | PALATINE | 20253205 | 09/07/2025 | 11174100-542310 | SF | R&M EQUIPMENT | $174.46 | 0 |
| 9653146721 | SEWER EJECTOR PUMPS / LIFT STATIONS ON GREEN ST | PALATINE | 20253227 | 10/24/2025 | 51050560-542310 | PW | R&M MATERIALS & EQUIPMENT | $1,811.87 | 0 |
| | | | | | | | | **2,230.49** | |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **GRAND YORK CURRENCY** | | | | | | | | | |
| **12065** | | | | | | | | | |
| SQUAD 319-S266189 | REGISTRATION RENEWAL SQUAD 319, INV #S233189 | BENSENVILLE | 20253327 | 11/14/2025 | 11040360-561310 | PD | PERMITS & LICENSES | $151.00 | 0 |
| | | | | | | | | **151.00** | |
| **GRAYBAR ELECTRIC COMPANY** | | | | | | | | | |
| **2844** | | | | | | | | | |
| 9350268684 | STREET LIGHTS - CYCLONE | CHICAGO | 20251952 | 09/17/2025 | 11050420-552670 | PW | MATERIAL/SUPPLIES-ST LIGHTS | $2,466.66 | 0 |
| 9350400345 | STREET LIGHTS - CYCLONE | CHICAGO | 20251952 | 10/18/2025 | 11050420-552670 | PW | MATERIAL/SUPPLIES-ST LIGHTS | $2,496.66 | 0 |
| | | | | | | | | **4,963.32** | |
| **GREAT LAKE THEATRE SERVICE, LTD** | | | | | | | | | |
| **319** | | | | | | | | | |
| SEPTEMBER 2025 | BOOKING FEES - SEPT 2025 | AURORA | 20253197 | 10/24/2025 | 11070790-541460 | SF | BOOKING FEES | $200.00 | 0 |
| | | | | | | | | **200.00** | |
| **HAWKINS, INC.** | | | | | | | | | |
| **1016** | | | | | | | | | |
| 7204402 | UTILITIES CHEMICALS | PEOTONE | 20253451 | 10/19/2025 | 51050550-554120 | PW | CHEMICALS | $530.31 | 0 |
| | | | | | | | | **530.31** | |
| **HAYES COMMERCIAL LLC** | | | | | | | | | |
| **2084** | | | | | | | | | |
| 3927 | WWTP BLDG 50 PLW PRESSURE BALANCING | CHICAGO | 20242058 | 10/26/2025 | 51000000-302020 | PW | FUND BALANCE REST FOR ENC | $9,580.00 | 0 |
| | | | | | | | | **9,580.00** | |
| **HERSHEY CREAMERY COMPANY** | | | | | | | | | |
| **13115** | | | | | | | | | |
| INVE0022244775 | ICE CREAM - SUNDAES TOO | HARRISBURG | 20253216 | 10/19/2025 | 11070790-557810 | SF | FOOD ITEMS | $412.00 | 0 |
| INVE0022272940 | ICE CREAM - SUNDAES TOO | HARRISBURG | 20253216 | 10/26/2025 | 11070790-557810 | SF | FOOD ITEMS | $512.50 | 0 |
| INVE0022302850 | INV# INVE0022302850 ICE CREAM - SUNDAES TOO | HARRISBURG | 20253304 | 11/02/2025 | 11070790-557810 | SF | FOOD ITEMS | $440.00 | 0 |
| INVE0022328727 | INV# INVE0022353254 ICE CREAM - SUNDAES TOO | HARRISBURG | 20253494 | 11/09/2025 | 11070790-557810 | SF | FOOD ITEMS | $830.00 | 0 |
| INVE0022353254 | INV# INVE0022353254 ICE CREAM - SUNDAES TOO | HARRISBURG | 20253494 | 11/16/2025 | 11070790-557810 | SF | FOOD ITEMS | $587.00 | 0 |
| | | | | | | | | **2,781.50** | |
| **HEY AND ASSOCIATES INC** | | | | | | | | | |
| **2062** | | | | | | | | | |
| 24-0150-20692 | R-53-2025 - ADDISON CREEK STABILIZATION PHASE I | VOLO | 20251320 | 10/25/2025 | 37380850-536513 | PW | ENG SVC - DESIGN | $9,773.56 | 0 |
| | | | | | | | | **9,773.56** | |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **HIGH STAR TRAFFIC** | | | | | | | | | |
| **5662** | | | | | | | | | |
| 16291 | R-191-2024 - TRAFFIC CONTROL PARTS & SUPPLIES | BARTLETT | 20250149 | 10/30/2025 | 11050420-552610 | PW | MATERIALS/SUPPLIES-ST MAINT | $2,590.55 | 0 |
| 16292 | R-191-2024 - TRAFFIC CONTROL PARTS & SUPPLIES | BARTLETT | 20250149 | 10/30/2025 | 11050420-552610 | PW | MATERIALS/SUPPLIES-ST MAINT | $6,961.30 | 0 |
| 16414 | R-191-2024 - TRAFFIC CONTROL PARTS & SUPPLIES | BARTLETT | 20250149 | 11/07/2025 | 11050420-552610 | PW | MATERIALS/SUPPLIES-ST MAINT | $460.00 | 0 |
| | | | | | | | | **10,011.85** | |
| **HOCKEY BOARD DOCTOR** | | | | | | | | | |
| **1746** | | | | | | | | | |
| 4522 | INV# 4522 DASHER BOARD CLEANING | OAKLEY | 20253200 | 10/17/2025 | 11174100-542170 | SF | R&M ICE RINKS | $1,575.00 | 0 |
| | | | | | | | | **1,575.00** | |
| **HOLIDAY OUTDOOR DECOR** | | | | | | | | | |
| **2266** | | | | | | | | | |
| INV21371 | BANNERS | BETHLEHEM | 20253460 | 11/08/2025 | 11050420-552670 | PW | MATERIAL/SUPPLIES-ST LIGHTS | $4,550.00 | 0 |
| | | | | | | | | **4,550.00** | |
| **HOME DEPOT CREDIT SERVICES** | | | | | | | | | |
| **7665** | | | | | | | | | |
| 8120077 | INV# 1612688 MISC SUPPLIES - EDGE | LOUISVILLE | 20253377 | 11/09/2025 | 11070720-552110 | SF | MATERIALS/SUPPLIES-OPERATONS | $197.89 | 0 |
| 5904912 | PARTS FOR VILLAGE MANAGERS DESK @ VH | LOUISVILLE | 20253275 | 10/03/2025 | 11050440-542110 | PW | R&M BUILDING | $17.98 | 0 |
| 792452 | MISC SUPPLIES | LOUISVILLE | 20253295 | 10/18/2025 | 11174100-542112 | SF | R&M BUILDING-CLEANING | $499.99 | 0 |
| 1612688 | INV# 1612688 MISC SUPPLIES - EDGE | LOUISVILLE | 20253377 | 11/06/2025 | 11174100-542310 | SF | R&M EQUIPMENT | $28.80 | 0 |
| 2624542 | MISC SUPPLIES | LOUISVILLE | 20253295 | 10/26/2025 | 11174100-542310 | SF | R&M EQUIPMENT | $94.32 | 0 |
| 5522989 | MISC SUPPLIES | LOUISVILLE | 20253295 | 11/02/2025 | 11174100-542310 | SF | R&M EQUIPMENT | $68.27 | 0 |
| 4624259 | MISC SUPPLIES | LOUISVILLE | 20253295 | 10/24/2025 | 11174100-542170 | SF | R&M ICE RINKS | $16.33 | 0 |
| 8514078 | MISC SUPPLIES | LOUISVILLE | 20253295 | 10/30/2025 | 11174100-542170 | SF | R&M ICE RINKS | $2.94 | 0 |
| 1901995 | SMALL TOOLS - POWER TOOL BATTERY | LOUISVILLE | 20253237 | 09/07/2025 | 51050570-554510 | PW | SMALL TOOLS & EQUIPMENT | $239.00 | 0 |
| 3123698 | STREET TOOL | LOUISVILLE | 20253235 | 10/15/2025 | 11050420-554510 | PW | SMALL TOOLS & EQUIPMENT | $12.47 | 0 |
| 4120443 | STREET TOOLS | LOUISVILLE | 20253430 | 11/13/2025 | 11050420-554510 | PW | SMALL TOOLS & EQUIPMENT | $79.67 | 0 |
| 6614718 | UTILITY TOOL | LOUISVILLE | 20253233 | 09/12/2025 | 51050540-554510 | PW | SMALL TOOLS & EQUIPMENT | $38.97 | 0 |
| 9480007 | SMALL TOOL - POWER TOOL BATTERY | LOUISVILLE | 20253236 | 09/09/2025 | 51050570-554510 | PW | SMALL TOOLS & EQUIPMENT | $84.24 | 0 |
| 9512312 | STREET TOOL | LOUISVILLE | 20253234 | 10/09/2025 | 11050430-554510 | PW | SMALL TOOLS & EQUIPMENT | $54.95 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **HOME DEPOT CREDIT SERVICES** | | | | | | | | | |
| **7665** | | | | | | | | | |
| 9113374 | MISC SUPPLIES | LOUISVILLE | 20253295 | 10/29/2025 | 11070750-577019 | SF | TREE LIGHTING | $401.81 | 0 |
| | | | | | | | | **1,837.63** | |
| **ICE SPORTS INDUSTRY** | | | | | | | | | |
| **7664** | | | | | | | | | |
| 86261 | INV# 86261 COMPETITION ENDORSEMENT | DALLAS | 20253140 | 10/22/2025 | 11174100-521110 | SF | MEMBERSHIP DUES | $55.00 | 0 |
| 86268 | INV# 86268 ARENA MEMBERSHIP | DALLAS | 20253208 | 10/23/2025 | 11174100-521110 | SF | MEMBERSHIP DUES | $395.00 | 0 |
| | | | | | | | | **450.00** | |
| **IL GOVERNMENT FINANCE OFFICERS ASSOCIATION** | | | | | | | | | |
| **10480** | | | | | | | | | |
| 2026 MEMBERSHIP | 2026 MEMBERSHIP RENEWAL | GLEN ELLYN | 20253382 | 11/09/2025 | 11030110-521110 | FN | MEMBERSHIP DUES | $300.00 | 0 |
| | | | | | | | | **300.00** | |
| **IL. MUNICIPAL RETIREMENT FUND** | | | | | | | | | |
| **2882** | | | | | | | | | |
| 3827339-D3V2 | SEPTEMBER CONTRIBUTIONS | OAK BROOK | 20253252 | 11/02/2025 | 11000000-212110 | FN | PAYROLL DEDUCT'N-IMRF | $23,892.17 | 9008531 |
| 3895941-C1H0 | SEPTEMBER CONTRIBUTIONS | OAK BROOK | 20253316 | 11/13/2025 | 11000000-212110 | FN | PAYROLL DEDUCT'N-IMRF | $20,952.35 | 9008542 |
| | | | | | | | | **44,844.52** | |
| **ILLCO, INC.** | | | | | | | | | |
| **1039** | | | | | | | | | |
| 3597430 | INV# 3597430 WATER SEAL | AURORA | 20253279 | 11/06/2025 | 11070760-542310 | SF | R&M EQUIPMENT | $217.17 | 0 |
| | | | | | | | | **217.17** | |
| **ILLINOIS ARBORIST ASSOCIATION** | | | | | | | | | |
| **479** | | | | | | | | | |
| 2758 | ANNUAL CONFERENCE REGISTRATION | ANTIOCH | 20253440 | 11/05/2025 | 11050430-521510 | PW | TRAINING PROGRAMS/SESSIONS | $930.00 | 0 |
| | | | | | | | | **930.00** | |
| **ILLINOIS ASSOCIATION OF CHIEFS OF POLICE** | | | | | | | | | |
| **2880** | | | | | | | | | |
| 20181 | MEMBERSHIP RENEWAL, INV #20181 | SPRINGFIELD | 20253228 | 10/31/2025 | 11040340-521510 | PD | TRAINING PROGRAMS/SESSIONS | $115.00 | 0 |
| | | | | | | | | **115.00** | |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **ILLINOIS ASSOCIATION OF PROPERTY/EVIDENCE MANAGER** | | | | | | | | | |
| **923** | | | | | | | | | |
| 00497 | IAPEM MEMBERSHIP RENEWAL, INV #00497 | HOFFMAN ESTATES | 20253312 | 11/01/2025 | 11040110-521110 | PD | MEMBERSHIP DUES | $50.00 | 0 |
| | | | | | | | | **50.00** | |
| **ILLINOIS COUNTIES RISK MANAGEMENT** | | | | | | | | | |
| **1931** | | | | | | | | | |
| S-INV007010 | GENERAL LIABILITY CLAIM PAYMENTS | ST CHARLES | 20253349 | 10/31/2025 | 11020150-562510 | AD | CLAIM PAYMTS-GENERAL LIABILITY | $3,379.44 | 0 |
| S-INV007011 | GENERAL LIABILITY CLAIM PAYMENTS | ST CHARLES | 20253349 | 10/31/2025 | 11020150-562510 | AD | CLAIM PAYMTS-GENERAL LIABILITY | $263.63 | 0 |
| S-INV007037 | GENERAL LIABILITY CLAIM PAYMENTS | ST CHARLES | 20253349 | 10/31/2025 | 11020150-562510 | AD | CLAIM PAYMTS-GENERAL LIABILITY | $439.63 | 0 |
| S-INV007142 | GENERAL LIABILITY CLAIM PAYMENTS | ST CHARLES | 20253349 | 10/31/2025 | 11020150-562510 | AD | CLAIM PAYMTS-GENERAL LIABILITY | $3,975.16 | 0 |
| S-INV007194 | GENERAL LIABILITY CLAIM PAYMENTS | ST CHARLES | 20253349 | 10/31/2025 | 11020150-562510 | AD | CLAIM PAYMTS-GENERAL LIABILITY | $8,111.49 | 0 |
| | | | | | | | | **16,169.35** | |
| **ILLINOIS DEPARTMENT OF REVENUE** | | | | | | | | | |
| **3098** | | | | | | | | | |
| 10.10.25 | IL STATE WITHHOLDING TAX | SPRINGFIELD | 20253319 | 11/09/2025 | 11000000-212040 | FN | PAYROLL DEDUCT'N-ST INC TX | $19,754.44 | 9008538 |
| 9.26.25 | ILLINOIS STATE TAX | SPRINGFIELD | 20253161 | 10/26/2025 | 11000000-212040 | FN | PAYROLL DEDUCT'N-ST INC TX | $20,186.01 | 9008518 |
| SEPT 2025 SALES TAX | SEPTEMBER 2025 SALES TAX | SPRINGFIELD | | 11/09/2025 | 11000000-437295 | FN | MISC REVENUE-REDMOND | -$8.00 | 9008526 |
| SEPT 2025 SALES TAX | SEPTEMBER 2025 SALES TAX | SPRINGFIELD | | 11/09/2025 | 11000000-265010 | FN | SALES TAX PAYABLE | $453.00 | 9008526 |
| | | | | | | | | **40,385.45** | |
| **ILLINOIS PARK & RECREATION ASSOCIATION** | | | | | | | | | |
| **2187** | | | | | | | | | |
| 44743 | INV# 44743 2026 PROFESSIONAL MEMBERSHIP | LA GRANGE | 20253374 | 11/09/2025 | 11174100-521110 | SF | MEMBERSHIP DUES | $265.00 | 0 |
| | | | | | | | | **265.00** | |
| **ILLINOIS PHLEBOTOMY SERVICES, LLC** | | | | | | | | | |
| **1753** | | | | | | | | | |
| 2477 | PHLEBOTOMY SERVICES, INV #2477 | OSWEGO | 20253455 | 11/15/2025 | 11040110-549990 | PD | OTHER CONTRACTUAL SERVICE | $425.00 | 0 |
| | | | | | | | | **425.00** | |
| **INTERSTATE BILLING SERVICE, INC.** | | | | | | | | | |
| **909** | | | | | | | | | |
| 3042961277 | RETURN SLACK ADJUSTER & BRAKE | DECATUR | | 08/25/2025 | 11050420-542410 | FN | R & M VEHICLES | -$135.00 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **INTERSTATE BILLING SERVICE, INC.** | | | | | | | | | |
| **909** | | | | | | | | | |
| 3043299265 | #254 - EMERGENCY REPPAIR | DECATUR | 20253450 | 10/19/2025 | 11050420-542410 | PW | R & M VEHICLES | $18,103.66 | 0 |
| 3042932056 | #252 - YOKE AND ADJUSTER FOR BRAKE ASSEMBLY | DECATUR | 20253448 | 09/24/2025 | 51050540-542410 | PW | R&M VEHICLES | $300.00 | 0 |
| 3042969247 | #252 - OIL FILTER | DECATUR | 20253449 | 09/24/2025 | 51050540-542410 | PW | R&M VEHICLES | $69.99 | 0 |
| | | | | | | | | **18,338.65** | |
| **IVELISSE RODRIGUEZ** | | | | | | | | | |
| **2341** | | | | | | | | | |
| MITP 2025 TRAFFIC | Stipend | BENSENVILLE | 20253335 | 07/11/2025 | 11020190-577010 | AD | SPECIAL FUNCTIONS | $675.00 | 0 |
| | | | | | | | | **675.00** | |
| **J.G. UNIFORMS, INC.** | | | | | | | | | |
| **8293** | | | | | | | | | |
| 150278 | UNIFORM FOR NEW HIRE OFC PYLYPIV, INV #150278 | CHICAGO | 20253479 | 08/29/2025 | 11040340-554810 | PD | UNIFORMS - PURCHASE | $568.45 | 0 |
| 150279 | NEW HIRE UNIFORM OFC CAHILL, INV #150279 | CHICAGO | 20253475 | 08/29/2025 | 11040340-554810 | PD | UNIFORMS - PURCHASE | $568.45 | 0 |
| 150280 | UNIFORM FOR NEW HIRE OFC DZIEKONSKI, INV #150280 | CHICAGO | 20253477 | 08/29/2025 | 11040340-554810 | PD | UNIFORMS - PURCHASE | $568.45 | 0 |
| 150543 | ACADEMY BAG FOR NEW HIRE OFC CAHILL, INV #150543 | CHICAGO | 20253476 | 09/06/2025 | 11040340-554810 | PD | UNIFORMS - PURCHASE | $71.80 | 0 |
| 150544 | ACADEMY BAG FOR NEW HIRE PYLYPIV, INV #150544 | CHICAGO | 20253480 | 09/06/2025 | 11040340-554810 | PD | UNIFORMS - PURCHASE | $71.80 | 0 |
| 150545 | ACADEMY BAG FOR NEW HIRE DZIEKONSKI, INV #150545 | CHICAGO | 20253478 | 09/06/2025 | 11040340-554810 | PD | UNIFORMS - PURCHASE | $71.80 | 0 |
| | | | | | | | | **1,920.75** | |
| **JC LICHT, LLC** | | | | | | | | | |
| **1289** | | | | | | | | | |
| 03106355 | MISC PAINTING SUPPLIES | CHICAGO | 20253280 | 10/19/2025 | 11070720-552110 | SF | MATERIALS/SUPPLIES-OPERATONS | $91.94 | 0 |
| 03106691 | MISC PAINTING SUPPLIES | CHICAGO | 20253280 | 11/06/2025 | 11070720-552110 | SF | MATERIALS/SUPPLIES-OPERATONS | $121.84 | 0 |
| 03106357 | MISC PAINTING SUPPLIES | CHICAGO | 20253280 | 10/19/2025 | 11070720-542310 | SF | R & M EQUIPMENT | $8.33 | 0 |
| | | | | | | | | **222.11** | |
| **JOHN SAKASH COMPANY, INC.** | | | | | | | | | |
| **4237** | | | | | | | | | |
| 492825 | RACHET BINDER FOR EXCAVATOR | ELMHURST | 20253274 | 10/18/2025 | 51050540-542410 | PW | R&M VEHICLES | $570.00 | 0 |
| | | | | | | | | **570.00** | |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **JOHNSTON, GARY** | | | | | | | | | |
| **349** | | | | | | | | | |
| 0925 | SEPTEMBER TRUCK PERMITS, INV #0925 | ELBURN | 20253311 | 10/31/2025 | 11040110-532100 | PD | PROFESSIONAL SERVICES | $272.16 | 0 |
| | | | | | | | | **272.16** | |
| **JORSON & CARLSON CO, INC.** | | | | | | | | | |
| **7925** | | | | | | | | | |
| 0758775 | ICE SCRAPER KNIVES | ELK GROVE VILLAGE | 20253209 | 10/24/2025 | 11174100-542610 | SF | R&M ICE RESURFACER | $81.98 | 0 |
| 0758776 | ICE SCRAPER KNIVES | ELK GROVE VILLAGE | 20253209 | 10/24/2025 | 11174100-542610 | SF | R&M ICE RESURFACER | $81.98 | 0 |
| 0759313 | INV# 0759313 ICE SCRAPER KNIVES - JEFFERSON ST. | ELK GROVE VILLAGE | 20253296 | 10/31/2025 | 11174100-542610 | SF | R&M ICE RESURFACER | $144.14 | 0 |
| 0759796 | ICE SCRAPER KNIVES | ELK GROVE VILLAGE | 20253378 | 11/07/2025 | 11174100-542610 | SF | R&M ICE RESURFACER | $144.14 | 0 |
| 0760317 | ICE SCRAPER KNIVES | ELK GROVE VILLAGE | 20253378 | 11/14/2025 | 11174100-542610 | SF | R&M ICE RESURFACER | $144.14 | 0 |
| 0760318 | ICE SCRAPER KNIVES | ELK GROVE VILLAGE | 20253378 | 11/14/2025 | 11174100-542610 | SF | R&M ICE RESURFACER | $138.96 | 0 |
| | | | | | | | | **735.34** | |
| **JOSEPH D. FOREMAN & COMPANY** | | | | | | | | | |
| **2818** | | | | | | | | | |
| 336592 | WATER MAIN PARTS | BARRINGTON | 20253405 | 11/09/2025 | 51050540-552520 | PW | WATER MAIN PARTS | $436.00 | 0 |
| | | | | | | | | **436.00** | |
| **JX ENTERPRISES, INC.** | | | | | | | | | |
| **1560** | | | | | | | | | |
| 25359104P | #251- MUFFLER CLAMP | HARTLAND | 20253267 | 10/25/2025 | 11050420-542410 | PW | R & M VEHICLES | $99.11 | 0 |
| | | | | | | | | **99.11** | |
| **KAVIRAJ UBHI (E)** | | | | | | | | | |
| **2370** | | | | | | | | | |
| 16N10067436 | REIMBURSEMENT FOR SERVSAFE CERTIFICATION | ELMHURST | 20253498 | 10/29/2025 | 11070790-521510 | SF | TRAINING PROGRAMS/SESSIONS | $15.00 | 0 |
| | | | | | | | | **15.00** | |
| **KLEIN, THORPE & JENKINS LTD.** | | | | | | | | | |
| **3777** | | | | | | | | | |
| 5063-015 GENERAL | LEGAL MATTER 5063-05- | WESTMONT | 20253246 | 10/30/2025 | 11020120-533110 | FN | LEGAL SERVICES | $13.62 | 0 |
| | | | | | | | | **13.62** | |
| **KONICA MINOLTA BUS. SOLUTIONS USA** | | | | | | | | | |
| **10749** | | | | | | | | | |
| 503230038 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253381 | 08/24/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $14.95 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **KONICA MINOLTA BUS. SOLUTIONS USA 10749** | | | | | | | | | |
| 503238597 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253381 | 08/25/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $26.22 | 0 |
| 503541156 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253381 | 10/05/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $142.15 | 0 |
| 503548983 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253381 | 09/06/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $37.00 | 0 |
| 503549334 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253381 | 09/06/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $85.00 | 0 |
| 503549335 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253381 | 09/06/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $26.22 | 0 |
| 503549420 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253381 | 10/06/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $48.60 | 0 |
| 503549708 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253381 | 09/06/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $85.00 | 0 |
| 503549709 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253381 | 09/06/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $26.22 | 0 |
| 503549803 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253381 | 09/06/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $32.91 | 0 |
| 503556365 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253354 | 09/07/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $26.22 | 0 |
| 503556461 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253354 | 09/07/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $26.22 | 0 |
| 503556554 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253381 | 09/07/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $26.22 | 0 |
| 503556555 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253354 | 09/07/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $26.22 | 0 |
| 503561366 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253354 | 09/08/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $10.55 | 0 |
| 503564683 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253354 | 09/09/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $85.00 | 0 |
| 503565406 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253354 | 09/09/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $26.22 | 0 |
| 503710023 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253354 | 09/24/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $34.20 | 0 |
| 503724568 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253354 | 09/25/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $26.22 | 0 |
| 504065666 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253354 | 10/09/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $24.50 | 0 |
| 504227091 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253354 | 10/25/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $91.31 | 0 |
| 504239468 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253354 | 10/26/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $26.22 | 0 |
| 504612230 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253354 | 11/05/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $82.65 | 0 |
| 504621187 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253366 | 11/06/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $11.30 | 0 |
| 504621353 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253366 | 11/06/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $43.21 | 0 |
| 504621721 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253366 | 11/06/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $26.22 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **KONICA MINOLTA BUS. SOLUTIONS USA** | | | | | | | | | |
| **10749** | | | | | | | | | |
| 504621920 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253366 | 11/06/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $85.00 | 0 |
| 504621921 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253366 | 11/06/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $85.00 | 0 |
| 504622008 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253366 | 11/06/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $26.22 | 0 |
| 504630495 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253366 | 11/07/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $26.22 | 0 |
| 504630655 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253366 | 11/07/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $26.22 | 0 |
| 504630935 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253366 | 11/07/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $26.22 | 0 |
| 504631026 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253366 | 11/07/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $26.22 | 0 |
| 504639345 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253366 | 11/08/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $20.75 | 0 |
| 504649535 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253366 | 11/09/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $26.22 | 0 |
| 504649745 | MTHLY MAINTENANCE PRINTERS | RAMSEY | 20253366 | 11/09/2025 | 11020180-548110 | FN | RENTAL & LEASE - EQUIPMENT | $85.00 | 0 |
| | | | | | | | | **1,549.82** | |
| **KOWALCZYK, CHRIS (E)** | | | | | | | | | |
| **951** | | | | | | | | | |
| 10-01-25 | WEFTEC 2025 PARKING | ADDISON | | 11/14/2025 | 51050570-521510 | FN | EDUC/SEMRS/MTGS/TRNG | $39.24 | 0 |
| | | | | | | | | **39.24** | |
| **L A R LAWN & GROUNDS CORP** | | | | | | | | | |
| **1654** | | | | | | | | | |
| 2025007 | INV# 2025007 SENIOR GRASS CUTTING PROGRAM - 9/5-9/ | WOOD DALE | 20253497 | 10/31/2025 | 11010010-571011 | SF | CITIZEN EDUCATION PROGRAM | $6,240.00 | 0 |
| 1000 | INV# 1000 BASEBALL FIELD MAINTENANCE | WOOD DALE | 20253373 | 11/08/2025 | 11070720-549990 | SF | OTHER CONTRACTUAL SERVICE | $700.00 | 0 |
| 1000-PO 20251174 | R-30-2022 - 2025 LAWN MAINTENANCE | WOOD DALE | 20251173 | 10/25/2025 | 11050430-549990 | PW | OTHER CONTRACTUAL SERVICE | $10,464.00 | 0 |
| 9788 | R-30-2022 - 2025 LAWN MAINTENANCE | WOOD DALE | 20251173 | 10/08/2025 | 11050430-549990 | PW | OTHER CONTRACTUAL SERVICE | $13,311.00 | 0 |
| | | | | | | | | **30,715.00** | |
| **LEN'S ACE HARDWARE, INC.** | | | | | | | | | |
| **1814** | | | | | | | | | |
| 539127/1 | UTILITY TOOL | ADDISON | 20253395 | 11/08/2025 | 51050540-554510 | PW | SMALL TOOLS & EQUIPMENT | $41.74 | 0 |
| 539263/1 | UTILITY TOOL | ADDISON | 20253394 | 11/13/2025 | 51050540-554510 | PW | SMALL TOOLS & EQUIPMENT | $341.99 | 0 |
| | | | | | | | | **383.73** | |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **LIFTOMATIC ELEVATOR CO** | | | | | | | | | |
| **2192** | | | | | | | | | |
| 14824 | MONTHLY ELEVATOR MAINTENANCE | LOMBARD | 20250066 | 10/31/2025 | 11174100-549990 | SF | OTHER CONTRACTUAL SERVICE | $145.00 | 0 |
| 14871 | ELEVATOR SERVICES - VILLAGE HALL | LOMBARD | 20250112 | 10/31/2025 | 11050440-549990 | PW | OTHER CONTRACTUAL SERVICE | $190.00 | 0 |
| 14872 | MONTHLY ELEVATOR MAINTENANCE | LOMBARD | 20250066 | 10/31/2025 | 11174100-549990 | SF | OTHER CONTRACTUAL SERVICE | $195.00 | 0 |
| 14885 | INV# 14885 PRESSURE TEST - JOHN ST. | LOMBARD | 20253202 | 10/22/2025 | 11070760-549990 | SF | OTHER CONTRACTUAL SERVICE | $940.00 | 0 |
| | | | | | | | | **1,470.00** | |
| **LINDAHL BROTHERS, INC.** | | | | | | | | | |
| **338** | | | | | | | | | |
| 47023 | R-167-2024 SAND & STONE DELIVER / DEBRIS HAULING | BENSENVILLE | 20250027 | 10/24/2025 | 51050540-579990 | PW | DISPOSAL CHARGES | $8,999.32 | 0 |
| 47023 | R-167-2024 SAND & STONE DELIVER / DEBRIS HAULING | BENSENVILLE | 20250027 | 10/24/2025 | 51050540-552610 | PW | GRAVEL/ASPHALT | $3,302.21 | 0 |
| | | | | | | | | **12,301.53** | |
| **LIVEVIEW GPS,INC** | | | | | | | | | |
| **388** | | | | | | | | | |
| 505376 | SUBSCRIPTION OCT-DEC 2025, INV #505376 | VALENCIA | 20253166 | 10/17/2025 | 11040360-551110 | PD | MATERIALS/SUPPLIES-ADMIN | $359.40 | 0 |
| | | | | | | | | **359.40** | |
| **LIZZETTE MEDINA & CO** | | | | | | | | | |
| **2232** | | | | | | | | | |
| 0925BA | LIZZETTE MEDINA & CO. LANDSCAPING | CHICAGO | 20253503 | 11/07/2025 | 11060640-549990 | CD | OTHER CONTRACTUAL SERVICE | $150.00 | 0 |
| 0925BM | LIZZETTE MEDINA & CO. LANDSCAPING | CHICAGO | 20253503 | 11/07/2025 | 11060640-549990 | CD | OTHER CONTRACTUAL SERVICE | $1,120.00 | 0 |
| | | | | | | | | **1,270.00** | |
| **LYNN PEAVEY COMPANY** | | | | | | | | | |
| **11400** | | | | | | | | | |
| 421123 | EVIDENCE SUPPLIES, INV #421123 | LENEXA | 20253177 | 10/22/2025 | 11040360-551110 | PD | MATERIALS/SUPPLIES-ADMIN | $292.83 | 0 |
| | | | | | | | | **292.83** | |
| **M.E. SIMPSON COMPANY, INC.** | | | | | | | | | |
| **3000** | | | | | | | | | |
| 45179 | LEAK DETECTION | VALPARAISO | 20253229 | 10/18/2025 | 51050540-549990 | PW | OTHER CONTRACTUAL SERVICES | $1,495.00 | 0 |
| | | | | | | | | **1,495.00** | |
| **MADOOV SUPPLIES INC** | | | | | | | | | |
| **2285** | | | | | | | | | |
| 8158 | WWTP - PROTECTIVE GLOVES | ELK GROVE VILLAGE | 20253401 | 11/05/2025 | 51050570-551110 | PW | MATERIALS/SUPPLIES-ADMIN | $80.91 | 0 |
| | | | | | | | | **80.91** | |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **MARCH ONE ELECTRICAL DESIGN INC** | | | | | | | | | |
| **2362** | | | | | | | | | |
| 12861 | VFD PUMP 701 FOSTER | WILLOW SPRINGS | 20253461 | 11/02/2025 | 51050560-549990 | PW | OTHER CONTRACTUAL SERVICES | $894.60 | 0 |
| | | | | | | | | **894.60** | |
| **MAREN RONAN, LTD** | | | | | | | | | |
| **1884** | | | | | | | | | |
| OCTOBER 2025 | LOBBING SERVICE | WESTERN SPRINGS | 20253226 | 10/31/2025 | 11010010-532810 | FN | PROJECT MANAGEMENT SERVICES | $3,500.00 | 0 |
| | | | | | | | | **3,500.00** | |
| **MARQUARDT & BELMONTE P.C.** | | | | | | | | | |
| **127** | | | | | | | | | |
| 1725 | ADMINISTRATIVE HEARINGS | WHEATON | 20253220 | 10/31/2025 | 11020120-533210 | FN | LEGAL SERVICES-PROSECUTION | $4,605.00 | 0 |
| | | | | | | | | **4,605.00** | |
| **MATTHEW M HAGELI** | | | | | | | | | |
| **2007** | | | | | | | | | |
| MITP 2025 TRAFFIC | Stipend | ELMHURST | 20253333 | 07/11/2025 | 11020190-577010 | AD | SPECIAL FUNCTIONS | $600.00 | 0 |
| | | | | | | | | **600.00** | |
| **MCDONALD'S CORP.** | | | | | | | | | |
| **9225** | | | | | | | | | |
| 070125 | PRISONER MEAL, INV #62425 | BENSENVILLE | 20252441 | 07/31/2025 | 11040360-551110 | PD | MATERIALS/SUPPLIES-ADMIN | $8.49 | 0 |
| | | | | | | | | **8.49** | |
| **MCGINTY BROS. INC** | | | | | | | | | |
| **816** | | | | | | | | | |
| 272782 | R-41-2022 - NATIVE VEGETATION MAINTENANCE | LONG GROVE | 20250388 | 11/02/2025 | 11050420-532100 | PW | PROFESSIONAL SERVICES | $693.75 | 0 |
| 272786 | R-41-2022 - NATIVE VEGETATION MAINTENANCE | LONG GROVE | 20250388 | 11/02/2025 | 11050420-532100 | PW | PROFESSIONAL SERVICES | $990.00 | 0 |
| 272787 | R-41-2022 - NATIVE VEGETATION MAINTENANCE | LONG GROVE | 20250388 | 11/02/2025 | 11050420-532100 | PW | PROFESSIONAL SERVICES | $407.50 | 0 |
| | | | | | | | | **2,091.25** | |
| **MCMASTER-CARR** | | | | | | | | | |
| **2917** | | | | | | | | | |
| 53119233 | SMALL TOOLS - LINE MARKING CHALK | CHICAGO | 20253412 | 11/02/2025 | 51050570-554120 | PW | CHEMICALS | $17.08 | 0 |
| 53833156 | SMALL TOOLS - ALUMINUM SCOOP WITH ROUND BOTTOM | CHICAGO | 20253411 | 10/29/2025 | 51050570-554120 | PW | CHEMICALS | $22.02 | 0 |
| 53121458 | WWTP PLANT PARTS | CHICAGO | 20253410 | 11/02/2025 | 51050570-542310 | PW | R&M MATERIALS & EQUIPMENT | $112.87 | 0 |
| 51736576 | POLICE UPFIT FOR #308, INV #51736576 | CHICAGO | 20253173 | 10/09/2025 | 11040110-542410 | PD | R&M VEHICLES | $137.19 | 0 |
| | | | | | | | | **289.16** | |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **MEADE, INC.** | | | | | | | | | |
| **12050** | | | | | | | | | |
| 714280 | MONTHLY TRAFFIC SIGNAL MAINTENANCE | MCCOOK | 20250150 | 10/30/2025 | 11050420-549990 | PW | OTHER CONTRACTUAL SERVICE | $825.04 | 0 |
| | | | | | | | | **825.04** | |
| **MENARDS** | | | | | | | | | |
| **11265** | | | | | | | | | |
| 1424 | MISC SUPPLIES | MELROSE PARK | 20253379 | 11/09/2025 | 11070720-552110 | SF | MATERIALS/SUPPLIES-OPERATONS | $24.80 | 0 |
| 60335 | INV# 60335 WEDGE ANCHORS | MELROSE PARK | 20253212 | 09/27/2025 | 11070720-542310 | SF | R & M EQUIPMENT | $30.99 | 0 |
| 99539 | INV# 99539 BOCCE COURT REPAIRS | MELROSE PARK | 20253143 | 10/15/2025 | 11070720-542310 | SF | R & M EQUIPMENT | $193.37 | 0 |
| 403 | MISC SUPPLIES | MELROSE PARK | 20253379 | 10/26/2025 | 11174100-542310 | SF | R&M EQUIPMENT | $125.44 | 0 |
| 305 | HOLIDAY DECORATIONS | MELROSE PARK | 20253241 | 10/25/2025 | 11050430-542811 | PW | R&M ROW | $879.09 | 0 |
| 920 | HOLIDAY DECORATIONS | MELROSE PARK | 20253435 | 11/02/2025 | 11050430-542811 | PW | R&M ROW | $174.86 | 0 |
| 98103 | RETURN SPLIT FACE KENDALL | MELROSE PARK | | 08/25/2025 | 11050430-542811 | FN | R&M ROW | -$83.84 | 0 |
| 99861 | 70 LIGHT LED STRING | MELROSE PARK | | 09/19/2025 | 11050430-542811 | FN | R&M ROW | -$143.68 | 0 |
| 99866 | HOLIDAY DECORATIONS | MELROSE PARK | 20253242 | 10/19/2025 | 11050430-542811 | PW | R&M ROW | $29.65 | 0 |
| | | | | | | | | **1,230.68** | |
| **METROPOLITAN ALLIANCE POLICE** | | | | | | | | | |
| **8009** | | | | | | | | | |
| 9.26.25 | UNION DUES | BOLINGBROOK | 20253155 | 10/26/2025 | 11000000-218100 | FN | PAYROLL DEDUCT'N-UNION DUES | $1,316.00 | 9008519 |
| | | | | | | | | **1,316.00** | |
| **METROPOLITAN INDUSTRIES, INC.** | | | | | | | | | |
| **11559** | | | | | | | | | |
| INV074936 | PARTS FOR NORTH PLANT LIFT STATION | ROMEOVILLE | 20253298 | 08/15/2025 | 51050560-542310 | PW | R&M MATERIALS & EQUIPMENT | $15,292.00 | 0 |
| | | | | | | | | **15,292.00** | |
| **MILLER INDUSTRIAL, LLC** | | | | | | | | | |
| **6509** | | | | | | | | | |
| SI-527678 | UTILITY TOOLS | OAK BROOK | 20253428 | 11/01/2025 | 51050540-554510 | PW | SMALL TOOLS & EQUIPMENT | $510.28 | 0 |
| | | | | | | | | **510.28** | |
| **MISCELLANEOUS FOR UT** | | | | | | | | | |
| **426** | | | | | | | | | |
| 204133-217015 | PANTRY PLUS C/O ALMIRO LLC IRVING PARK | | | 10/10/2025 | 51000000-121050 | FN | REC - H20 OPERATIONS | $79.11 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **MISCELLANEOUS FOR UT** | | | | | | | | | |
| **426** | | | | | | | | | |
| 216945-204127- | CVS PHARMACY C/O ENGIE INSIGHT | | | 10/21/2025 | 51000000-121050 | FN | REC - H20 OPERATIONS | $92.83 | 0 |
| | | | | | | | | **171.94** | |
| **MISSIONSQUARE RETIREMENT** | | | | | | | | | |
| **3096** | | | | | | | | | |
| 10.10.25- | ICMA CONTRIBUTIONS | WASHINGTON | 20253318 | 11/13/2025 | 11000000-213100 | FN | PAYROLL DEDUCT'N-DEF COMP | $14,828.13 | 9008540 |
| 9.26.25 | 457 RETIREMENT | WASHINGTON | 20253160 | 10/26/2025 | 11000000-213100 | FN | PAYROLL DEDUCT'N-DEF COMP | $14,615.56 | 9008520 |
| 09.26.25 | ROTH IRA | WASHINGTON | 20253151 | 10/26/2025 | 11000000-213300 | FN | PAYROLL DEDUCT'N-ROTH IRA | $1,573.23 | 9008521 |
| 10.10.25 | ICMA ROTH CONTRIBUTIONS | WASHINGTON | 20253307 | 11/13/2025 | 11000000-213300 | FN | PAYROLL DEDUCT'N-ROTH IRA | $1,573.23 | 9008539 |
| | | | | | | | | **32,590.15** | |
| **MONTANA & WELCH, LLC** | | | | | | | | | |
| **1410** | | | | | | | | | |
| 18468 | GENERAL MATTERS | PALOS HEIGHTS | 20253348 | 11/13/2025 | 11020120-533110 | FN | LEGAL SERVICES-GEN'L MATTERS | $12,337.50 | 0 |
| | | | | | | | | **12,337.50** | |
| **MOTOROLA SOLUTIONS** | | | | | | | | | |
| **3094** | | | | | | | | | |
| 8282218422 | IN-CAR REAR FACING CAMERAS, INV #8282218422 | CHICAGO | 20253363 | 11/11/2025 | 11040110-542510 | PD | R&M COMMUNICATIONS SYSTEM | $450.00 | 0 |
| 9718620250902 | WAVE APP MONTHLY CHARGES, INV #9718620250902 | CHICAGO | 20253317 | 10/31/2025 | 11040110-542510 | PD | R&M COMMUNICATIONS SYSTEM | $153.00 | 0 |
| | | | | | | | | **603.00** | |
| **MUNICIPAL GIS PARTNERS, INC.** | | | | | | | | | |
| **1080** | | | | | | | | | |
| 7968 | R-198-2024 - GIS CONSORTIUM SERVICES | DES PLAINES | 20250144 | 10/30/2025 | 11050110-532100 | PW | PROFESSIONAL SERVICES | $4,005.38 | 0 |
| 7968 | R-198-2024 - GIS CONSORTIUM SERVICES | DES PLAINES | 20250144 | 10/30/2025 | 51050110-532100 | PW | PROFESSIONAL SERVICES | $4,005.39 | 0 |
| | | | | | | | | **8,010.77** | |
| **NCPERS IL IMRF** | | | | | | | | | |
| **5424** | | | | | | | | | |
| 0582112025 | NOV 2025 PREMIUM | JACKSONVILLE | 20253352 | 10/31/2025 | 11000000-214120 | AD | PAYROLL DEDUCT'N-LIFE INS | $176.00 | 0 |
| | | | | | | | | **176.00** | |
| **NET ASSETS CORPORATION** | | | | | | | | | |
| **1831** | | | | | | | | | |
| 1-202509 | NET ASSETS | EUGENE | 20253225 | 10/31/2025 | 11060640-549990 | CD | OTHER CONTRACTUAL SERVICE | $120.00 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **NET ASSETS CORPORATION** | | | | | | | | | |
| **1831** | | | | | | | | | |
| 3-202509 | NET ASSETS | EUGENE | 20253225 | 10/31/2025 | 11060640-549990 | CD | OTHER CONTRACTUAL SERVICE | $44.00 | 0 |
| | | | | | | | | **164.00** | |
| **NICOR** | | | | | | | | | |
| **2673** | | | | | | | | | |
| 68647800009 825 | 605 W MAIN ST NICOR | CAROL STREAM | 20253466 | 09/25/2025 | 51050550-541370 | PW | ELECTRICITY/GAS | $683.19 | 0 |
| 71947800000 925 | 130 N CHURCH RD NICOR | CAROL STREAM | 20253465 | 09/25/2025 | 51050550-541370 | PW | ELECTRICITY/GAS | $1,235.27 | 0 |
| 85916324115 625-925 | 105 N YORK RD - LIFT STATION | CAROL STREAM | 20253467 | 07/05/2025 | 51050560-541370 | PW | ELECTRICITY/GAS | $557.18 | 0 |
| | | | | | | | | **2,475.64** | |
| **NSN EMPLOYER SERVICES, INC.** | | | | | | | | | |
| **12734** | | | | | | | | | |
| 13008 | Q4 UNEMPLOYMENT MANG SERVICES | CHICAGO | 20253301 | 11/06/2025 | 11020130-532100 | AD | PROFESSIONAL SERVICES | $359.29 | 0 |
| | | | | | | | | **359.29** | |
| **OFFICE OF THE ATTORNEY GENERAL - STATE OF ILLINOIS** | | | | | | | | | |
| **2366** | | | | | | | | | |
| GRANT 25-02350RC | FY25 ORGANIZED RETAIL CRIME GRANT AWARD | SPRINGFIELD | | 11/14/2025 | 11000000-457120 | FN | OPERATING GRANTS OTHER | $207.70 | 0 |
| | | | | | | | | **207.70** | |
| **OLD SECOND BANK** | | | | | | | | | |
| **1338** | | | | | | | | | |
| 10.10.25 | FEDERAL WITHHOLDING TAX | AURORA | 20253313 | 11/09/2025 | 11000000-212010 | FN | PAYROLL DEDUCT'N-FED INC TX | $45,124.86 | 9008537 |
| 9.26.25 | FEDERAL WITHHOLDING TAX | AURORA | 20253158 | 10/26/2025 | 11000000-212010 | FN | PAYROLL DEDUCT'N-FED INC TX | $45,947.92 | 9008522 |
| 10.10.25 | FEDERAL WITHHOLDING TAX | AURORA | 20253313 | 11/09/2025 | 11000000-212030 | FN | PAYROLL DEDUCT'N-MEDICARE | $12,686.65 | 9008537 |
| 9.26.25 | FEDERAL WITHHOLDING TAX | AURORA | 20253158 | 10/26/2025 | 11000000-212030 | FN | PAYROLL DEDUCT'N-MEDICARE | $13,015.64 | 9008522 |
| 10.10.25 | FEDERAL WITHHOLDING TAX | AURORA | 20253313 | 11/09/2025 | 11000000-212020 | FN | PAYROLL DEDUCT'N-SOC SEC | $34,326.07 | 9008537 |
| 9.26.25 | FEDERAL WITHHOLDING TAX | AURORA | 20253158 | 10/26/2025 | 11000000-212020 | FN | PAYROLL DEDUCT'N-SOC SEC | $36,236.50 | 9008522 |
| | | | | | | | | **187,337.64** | |
| **O'REILLY AUTO PARTS** | | | | | | | | | |
| **1858** | | | | | | | | | |
| 6076-296539 | SHOP SUPPLIES | SPRINGFIELD | 20253397 | 10/12/2025 | 11050490-552130 | PW | MATERIAL/SUPPLIES-VEHICLES | $41.88 | 0 |
| 6076-287179 | RETURN BRK BOLT KIT | SPRINGFIELD | | 07/02/2025 | 11050420-542410 | FN | R & M VEHICLES | -$5.09 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **O'REILLY AUTO PARTS** | | | | | | | | | |
| **1858** | | | | | | | | | |
| 6076-297348 | #242 - BRAKE HOSE | SPRINGFIELD | 20253398 | 10/19/2025 | 11050420-542410 | PW | R & M VEHICLES | $31.44 | 0 |
| 6076-293780 | RETURN CORE & MINI LAMP | SPRINGFIELD | | 08/22/2025 | 11020190-542410 | FN | R&M VEHICLES | -$10.00 | 0 |
| 6076-293780 | RETURN CORE & MINI LAMP | SPRINGFIELD | | 08/22/2025 | 11020190-542410 | FN | R&M VEHICLES | -$8.05 | 0 |
| 6076-296199 | #206 - SPARK PLUGS | SPRINGFIELD | 20253396 | 10/09/2025 | 11050110-542410 | PW | R&M VEHICLES | $51.80 | 0 |
| 6076-297351 | REPLACEMENT PART SQUAD 328, INV #6076-297351 | SPRINGFIELD | 20253456 | 10/19/2025 | 11040110-542410 | PD | R&M VEHICLES | $69.12 | 0 |
| 6076-297787 | #200 - PAINT TOUCH UP KIT | SPRINGFIELD | 20253399 | 10/23/2025 | 11050110-542410 | PW | R&M VEHICLES | $22.99 | 0 |
| | | | | | | | | **194.09** | |
| **PACE SUBURBAN BUS DIVISION OF THE REGIONAL** | | | | | | | | | |
| **1667** | | | | | | | | | |
| 654853 | R-190-2024 - 2025 RIDE DUPAGE LOCAL SHARE | ARLINGTON HTS | 20251123 | 07/30/2025 | 11050110-549990 | PW | OTHER CONTRACTUAL SERVICE | $1,654.69 | 0 |
| 658143 | R-190-2024 - 2025 RIDE DUPAGE LOCAL SHARE | ARLINGTON HTS | 20251123 | 10/30/2025 | 11050110-549990 | PW | OTHER CONTRACTUAL SERVICE | $2,318.52 | 0 |
| | | | | | | | | **3,973.21** | |
| **PANORAMIC LANDSCAPING** | | | | | | | | | |
| **1572** | | | | | | | | | |
| 6 | INV# 6 SENIOR GRASS CUTTING PROGRAM - 9/15-10/11 | NORTHLAKE | 20253496 | 11/12/2025 | 11010010-571011 | SF | CITIZEN EDUCATION PROGRAM | $3,000.00 | 0 |
| | | | | | | | | **3,000.00** | |
| **PARAMOUNT PICTURES** | | | | | | | | | |
| **7130** | | | | | | | | | |
| THE NAKED GUN WK2 | MOVIE RENTAL FEES - THE NAKED GUN WK2 | LOS ANGELES | 20253139 | 09/28/2025 | 11070790-547910 | SF | MOVIE RENTAL FEES | $189.86 | 0 |
| | | | | | | | | **189.86** | |
| **PASSPORT LABS, INC** | | | | | | | | | |
| **1149** | | | | | | | | | |
| INV-1056106 | SEPT 2025 MOBILE PAY PARKING | DETROIT | 20253341 | 10/30/2025 | 11030110-540330 | FN | BANK/CREDIT CARD FEES | $172.62 | 0 |
| | | | | | | | | **172.62** | |
| **PAYLOCITY** | | | | | | | | | |
| **12843** | | | | | | | | | |
| 113072077 | PAYROLL FEES | ARLINGTON HEIGHTS | 20253156 | 10/26/2025 | 11030110-532310 | FN | PAYROLL SERVICES | $1,797.89 | 9008523 |
| 113083792 | PAYROLL FEES | ARLINGTON HEIGHTS | 20253309 | 11/09/2025 | 11030110-532310 | FN | PAYROLL SERVICES | $559.38 | 9008533 |
| | | | | | | | | **2,357.27** | |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **PHILLIP C JAFFE** | | | | | | | | | |
| **2004** | | | | | | | | | |
| MITP 2025 TRAFFIC | Stipend | BENSENVILLE | 20253331 | 07/16/2025 | 11020190-577010 | AD | SPECIAL FUNCTIONS | $225.00 | 0 |
| | | | | | | | | **225.00** | |
| **PHYSICIANS IMMEDIATE CARE CHICAGO LLC** | | | | | | | | | |
| **1845** | | | | | | | | | |
| 4482551 | SEP PRE-EMPLOYMENT SCREENINGS | CAROL STREAM | 20253330 | 10/16/2025 | 11020130-541210 | AD | PHYSICAL EXAMS | $79.00 | 0 |
| | | | | | | | | **79.00** | |
| **PLOTE CONSTRUCTION INC.** | | | | | | | | | |
| **3181** | | | | | | | | | |
| 250050.04 | R-29-2025 - 2025 RESIDENTIAL CONSTRUCTION CONTRACT | HOFFMAN ESTATES | 20250918 | 11/02/2025 | 31080810-596000 | PW | CAPITAL CONSTRUCTION | $203,113.74 | 0 |
| | | | | | | | | **203,113.74** | |
| **PORTER LEE CORPORATION** | | | | | | | | | |
| **9000** | | | | | | | | | |
| 32461 | ANNUAL SOFTWARE SUPPORT 2026, INV #32461 | SCHAUMBURG | 20253322 | 10/31/2025 | 11040360-548110 | PD | RENTAL & LEASE-EQUIPMENT | $1,495.00 | 0 |
| | | | | | | | | **1,495.00** | |
| **PORTER PIPE & SUPPLY CO** | | | | | | | | | |
| **1201** | | | | | | | | | |
| 13083105-00 | MISC SUPPLIES - JOHN ST. | CAROL STREAM | 20253372 | 10/31/2025 | 11174100-542110 | SF | R & M BUILDING | $324.87 | 0 |
| 13098047-00 | MISC SUPPLIES - JOHN ST. | CAROL STREAM | 20253372 | 10/29/2025 | 11174100-542110 | SF | R & M BUILDING | $126.39 | 0 |
| 13005799-00 | 6X2 VIC 920N CLAMP | CAROL STREAM | | 06/23/2025 | 51050570-542310 | FN | R&M MATERIALS & EQUIPMENT | -$162.84 | 0 |
| | | | | | | | | **288.42** | |
| **PRECISE DIGITAL PRINTING INC** | | | | | | | | | |
| **1580** | | | | | | | | | |
| 122077 | #299 & #208 - NUMBERS AND DECALS FOR VEHCILES | BENSENVILLE | 20253268 | 10/16/2025 | 31580490-595000 | PW | CAPITAL OUTLAY-FLEET | $400.00 | 0 |
| | | | | | | | | **400.00** | |
| **PRECISION REPAIR, INC.** | | | | | | | | | |
| **1758** | | | | | | | | | |
| 25-10839 | CAMERA INSTALLATION & EQUIPMENT, INV #25-10839 | MELROSE PARK | 20253224 | 10/25/2025 | 11040380-542100 | PD | MAINTENANCE AGREEMENTS | $976.00 | 0 |
| 25-10852 | HARDWARE MONITORING SERVICE FEE, INV #25-10852 | MELROSE PARK | 20253223 | 10/31/2025 | 11040380-542100 | PD | MAINTENANCE AGREEMENTS | $270.00 | 0 |
| | | | | | | | | **1,246.00** | |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **PVS MINIBULK, INC** | | | | | | | | | |
| **969** | | | | | | | | | |
| 244920 | 2025 SODIUM BISULFATE FOR WASTEWATER TREATMENT | DETROIT | 20252740 | 10/16/2025 | 51050570-554120 | PW | CHEMICALS | $3,845.34 | 0 |
| | | | | | | | | **3,845.34** | |
| **QUADIENT FINANCE USA, INC.** | | | | | | | | | |
| **1783** | | | | | | | | | |
| 09.02.25 | PD POSTAGE REPLENISH | CAROL STREAM | 20252946 | 10/12/2025 | 11040110-548110 | FN | RENTAL & LEASE-EQUIPMENT | $356.00 | 9008529 |
| | | | | | | | | **356.00** | |
| **RAMIREZ, ANGEL (E)** | | | | | | | | | |
| **1652** | | | | | | | | | |
| AR01 | TUITION REIMBURSEMENT, INV #AR01 | BENSENVILLE | 20253315 | 11/07/2025 | 11040110-541250 | PD | RECRUITMENT | $1,267.15 | 0 |
| AR02 | TUITION REIMBURSEMENT, INV #AR01 | BENSENVILLE | 20253315 | 11/07/2025 | 11040110-541250 | PD | RECRUITMENT | $481.00 | 0 |
| | | | | | | | | **1,748.15** | |
| **RAY O'HERRON CO, INC.** | | | | | | | | | |
| **11033** | | | | | | | | | |
| 2435719 | UNIFORM FOR OFC CALIENDO, INV #2435719 | DANVILLE | 20253238 | 10/25/2025 | 11040340-554810 | PD | UNIFORMS - PURCHASE | $221.28 | 0 |
| 2436274 | VEST FOR CHIEF SWANSON, INV #2436274 | DANVILLE | 20253239 | 10/29/2025 | 11040340-554810 | PD | UNIFORMS - PURCHASE | $1,155.00 | 0 |
| 2436993 | DUTY VEST FOR OFC SZABELSKI, INV #2436993 | DANVILLE | 20253323 | 11/01/2025 | 11040340-554810 | PD | UNIFORMS - PURCHASE | $1,155.00 | 0 |
| 2436999 | DUTY VEST FOR OFC CAHILL, INV #2436999 | DANVILLE | 20253324 | 11/01/2025 | 11040340-554810 | PD | UNIFORMS - PURCHASE | $1,155.00 | 0 |
| 2437000 | DUTY VEST FOR OFC PYLYPIV, INV #2437000 | DANVILLE | 20253325 | 11/01/2025 | 11040340-554810 | PD | UNIFORMS - PURCHASE | $1,155.00 | 0 |
| 2437001 | DUTY VEST FOR OFC DZIEKONSKI, INV #2437001 | DANVILLE | 20253326 | 11/01/2025 | 11040340-554810 | PD | UNIFORMS - PURCHASE | $1,155.00 | 0 |
| | | | | | | | | **5,996.28** | |
| **REPUBLIC SERVICES** | | | | | | | | | |
| **8087** | | | | | | | | | |
| 0551-016358587 | SERVICE DATES 09-01-25-09-30-25 | CHICAGO | 20253253 | 10/30/2025 | 57020580-579990 | FN | DISPOSAL CHARGES | $95,337.62 | 0 |
| | | | | | | | | **95,337.62** | |
| **RES PUBLICA GROUP** | | | | | | | | | |
| **1322** | | | | | | | | | |
| 6459 | STRATEGIC COMMUNICATIONS | CHICAGO | 20253347 | 10/30/2025 | 11020170-576010 | FN | ECONOMIC DEVELOPMENT INITIATVS | $4,000.00 | 0 |
| | | | | | | | | **4,000.00** | |
| **RITEWAY PEST CONTROL, INC.** | | | | | | | | | |
| **1416** | | | | | | | | | |
| 445225 | RITEWAY PEST CONTROL | ELMHURST | 20253159 | 10/26/2025 | 11060640-549990 | CD | OTHER CONTRACTUAL SERVICE | $135.00 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **RITEWAY PEST CONTROL, INC.** | | | | | | | | | |
| **1416** | | | | | | | | | |
| 445352 | OCT 2025 SERVICE | ELMHURST | 20253244 | 11/01/2025 | 11050440-549990 | FN | OTHER CONTRACTUAL SERVICE | $175.00 | 0 |
| 445365 | RITEWAY PEST CONTROL | ELMHURST | 20253454 | 11/01/2025 | 11060640-549990 | CD | OTHER CONTRACTUAL SERVICE | $3,600.00 | 0 |
| 445382 | RITEWAY PEST CONTROL | ELMHURST | 20253454 | 11/03/2025 | 11060640-549990 | CD | OTHER CONTRACTUAL SERVICE | $135.00 | 0 |
| 445411 | RITEWAY PEST CONTROL | ELMHURST | 20253391 | 11/12/2025 | 11060640-549990 | CD | OTHER CONTRACTUAL SERVICE | $135.00 | 0 |
| 445412 | RITEWAY PEST CONTROL | ELMHURST | 20253391 | 11/12/2025 | 11060640-549990 | CD | OTHER CONTRACTUAL SERVICE | $270.00 | 0 |
| 445353 | OCTOBER PEST CONTROL SERVICE, INV #445353 | ELMHURST | 20253314 | 11/01/2025 | 11040110-542110 | PD | R&M BUILDING | $125.00 | 0 |
| | | | | | | | | **4,575.00** | |
| **RKD CONSTRUCTION SUPPLIES** | | | | | | | | | |
| **6908** | | | | | | | | | |
| 1/760070 | FORESTRY SUPPLIES | NORTHLAKE | 20253429 | 11/08/2025 | 11050430-554510 | PW | SMALL TOOLS & EQUIPMENT | $121.00 | 0 |
| | | | | | | | | **121.00** | |
| **ROCK VALLEY PUBLISHING, LLC** | | | | | | | | | |
| **6022** | | | | | | | | | |
| 476824 | ROCK VALLEY PUBLISHING, LLC | MACHESNEY PARK | 20253154 | 10/18/2025 | 11060110-541140 | CD | LEGAL NOTICES | $62.00 | 0 |
| 476825 | ROCK VALLEY PUBLISHING, LLC | MACHESNEY PARK | 20253154 | 10/18/2025 | 11060110-541140 | CD | LEGAL NOTICES | $62.00 | 0 |
| 476922 | ROCK VALLEY PUBLISHING, LLC | MACHESNEY PARK | 20253154 | 10/18/2025 | 11060110-541140 | CD | LEGAL NOTICES | $152.00 | 0 |
| | | | | | | | | **276.00** | |
| **ROESCH FORD** | | | | | | | | | |
| **486** | | | | | | | | | |
| 1FMCU0E19SUB05016 | FLEET VEHICLE PURCHASE- 2025 FORD ESCAPE | BENSENVILLE | | 10/31/2025 | 31580490-595000 | FN | CAPITAL OUTLAY-FLEET | $43,638.00 | 0 |
| 169943 | #241 - BRAKE PADS & ROTORS | BENSENVILLE | 20253385 | 10/23/2025 | 11050420-542410 | PW | R & M VEHICLES | $340.43 | 0 |
| 169414 | PARTS FOR SQUAD #305, INV #169414 | BENSENVILLE | 20253168 | 09/28/2025 | 11040110-542410 | PD | R&M VEHICLES | $71.08 | 0 |
| 169714 | PARTS FOR SQUAD #305, INV #169714 | BENSENVILLE | 20253167 | 10/12/2025 | 11040110-542410 | PD | R&M VEHICLES | $71.08 | 0 |
| 169840 | #212 - TRAILER BRAKE CONTROL | BENSENVILLE | 20253383 | 10/22/2025 | 11050430-542410 | PW | R&M VEHICLES | $267.13 | 0 |
| 169941 | REPLACEMENT PARTS SQUAD #302, INV #169941 | BENSENVILLE | 20253355 | 10/23/2025 | 11040110-542410 | PD | R&M VEHICLES | $514.25 | 0 |
| 170009 | #231 - COUPLER PIN ASSEMBLY | BENSENVILLE | 20253384 | 10/25/2025 | 51050540-542410 | PW | R&M VEHICLES | $35.70 | 0 |
| CM164656 | RETURN CORE & BOLT | BENSENVILLE | | 08/15/2025 | 51050570-542410 | FN | R&M VEHICLES | -$35.00 | 0 |
| CM164656 | RETURN CORE & BOLT | BENSENVILLE | | 08/15/2025 | 51050570-542410 | FN | R&M VEHICLES | -$14.46 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **ROESCH FORD** | | | | | | | | | |
| **486** | | | | | | | | | |
| CM168638 | RETURN TUBE ASSEMBLY | BENSENVILLE | | 09/14/2025 | 51050570-542410 | FN | R&M VEHICLES | -$710.60 | 0 |
| | | | | | | | | **44,177.61** | |
| **RONCO INDUSTRIAL SUPPLY COMPANY** | | | | | | | | | |
| **58** | | | | | | | | | |
| 6099550-1 | RESTOCK SUPPLIES, INV #6099550-1 | BENSENVILLE | 20253219 | 10/30/2025 | 11040110-549990 | PD | OTHER CONTRACTUAL SERVICE | $318.25 | 0 |
| | | | | | | | | **318.25** | |
| **ROY E KRESSMAN (E)** | | | | | | | | | |
| **2368** | | | | | | | | | |
| 09-29-09-30-25 | WEFTEC 2025 PARKING | ADDISON | | 11/14/2025 | 51050570-521510 | FN | EDUC/SEMRS/MTGS/TRNG | $54.00 | 0 |
| | | | | | | | | **54.00** | |
| **RP ADMIN** | | | | | | | | | |
| **1163** | | | | | | | | | |
| OCT 2025 | OCT 2025 HEALTH INSURANCE PREMIUMS | DEERFIELD | 20253263 | 10/31/2025 | 11000000-214160 | AD | PAYROLL DEDUCT'N-DENTAL INS | $9,470.93 | 9008530 |
| OCT 2025 | OCT 2025 HEALTH INSURANCE PREMIUMS | DEERFIELD | 20253263 | 10/31/2025 | 11000000-214110 | AD | PAYROLL DEDUCT'N-HEALTH INS | $194,387.90 | 9008530 |
| OCT 2025 | OCT 2025 HEALTH INSURANCE PREMIUMS | DEERFIELD | 20253263 | 10/31/2025 | 11000000-214120 | AD | PAYROLL DEDUCT'N-LIFE INS | $1,005.59 | 9008530 |
| OCT 2025 | OCT 2025 HEALTH INSURANCE PREMIUMS | DEERFIELD | 20253263 | 10/31/2025 | 11000000-214170 | AD | PAYROLL DEDUCT'N-VISION | $359.56 | 9008530 |
| | | | | | | | | **205,223.98** | |
| **RUSSO POWER EQUIPMENT** | | | | | | | | | |
| **8166** | | | | | | | | | |
| SPI21272090 | INV# SPI21272090 SPINDLE ASSY - REDMOND LAWN MOWER | SCHILLER PARK | 20253141 | 10/11/2025 | 11070720-542310 | SF | R & M EQUIPMENT | $716.97 | 0 |
| PSI20071053 | FORESTRY TOOLS | SCHILLER PARK | 20253431 | 09/24/2025 | 11050430-554510 | PW | SMALL TOOLS & EQUIPMENT | $115.50 | 0 |
| | | | | | | | | **832.47** | |
| **SARAH'S PONY RIDES INC** | | | | | | | | | |
| **2090** | | | | | | | | | |
| HOLIDAY MAGIC 2025- | CONTRACT FOR SERVICES AT HOLIDAY MAGIC 2025 | WILLOW SPRINGS | 20252903 | 12/23/2025 | 11070750-577019 | SF | TREE LIGHTING | $825.00 | 0 |
| | | | | | | | | **825.00** | |
| **SERVICE SANITATION, INC.** | | | | | | | | | |
| **9467** | | | | | | | | | |
| 9172086 | INV# 9172086 PORTABLE TOILET RENTAL | GARY | 20253142 | 10/18/2025 | 11070750-577012 | SF | MUSIC IN THE PARK | $465.00 | 0 |
| | | | | | | | | **465.00** | |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **SHOWBIZ DIRECT LLC** | | | | | | | | | |
| **2256** | | | | | | | | | |
| AFTERBURN | MOVIE RENTAL FEES - AFTERBURN | ATHENS | 20253192 | 10/19/2025 | 11070790-547910 | SF | MOVIE RENTAL FEES | $45.20 | 0 |
| | | | | | | | | **45.20** | |
| **SIMPLE SANITATION INC** | | | | | | | | | |
| **2161** | | | | | | | | | |
| I43953 | PORTABLE TOILET SERVICE - REDMOND OCT 2025 | ELMHURST | 20253285 | 10/31/2025 | 11070720-549990 | SF | OTHER CONTRACTUAL SERVICE | $31.25 | 0 |
| I43954 | PORTABLE TOILET SERVICE - REDMOND OCT 2025 | ELMHURST | 20253285 | 10/31/2025 | 11070720-549990 | SF | OTHER CONTRACTUAL SERVICE | $31.25 | 0 |
| I44003 | PORTABLE TOILET SERVICE - REDMOND OCT 2025 | ELMHURST | 20253285 | 10/31/2025 | 11070720-549990 | SF | OTHER CONTRACTUAL SERVICE | $480.00 | 0 |
| | | | | | | | | **542.50** | |
| **SONY PICTURES ENTERTAINMENT** | | | | | | | | | |
| **6524** | | | | | | | | | |
| BALANCE CAUGHT STEAL | MOVIE RENTAL FEES - REMAINING BALANCE CAUGHT STEAL | DALLAS | 20253499 | 10/12/2025 | 11070790-547910 | SF | MOVIE RENTAL FEES | $120.72 | 0 |
| CAUGHT STEALING | MOVIE RENTAL FEES - CAUGHT STEALING | DALLAS | 20253207 | 01/08/2026 | 11070790-547910 | SF | MOVIE RENTAL FEES | $70.09 | 0 |
| CAUGHT STEALING WK2 | MOVIE RENTAL FEES - CAUGHT STEALING WK2 | DALLAS | 20253487 | 10/26/2025 | 11070790-547910 | SF | MOVIE RENTAL FEES | $35.82 | 0 |
| | | | | | | | | **226.63** | |
| **SOPHIE VOLK** | | | | | | | | | |
| **2353** | | | | | | | | | |
| 100 | INV# 100 BALLET CLASS INSTRUCTION. | GRAYSLAKE | 20253288 | 10/03/2025 | 11174100-521510 | SF | TRAINING PROGRAMS/SESSIONS | $240.00 | 0 |
| | | | | | | | | **240.00** | |
| **SOUTH SIDE CONTROL SUPPLY, CO.** | | | | | | | | | |
| **3003** | | | | | | | | | |
| S101040092.001 | INV# S101040092.001 HEAT CONDUCTIVE COMPOUND | CHICAGO | 20253135 | 08/11/2025 | 11174100-542110 | SF | R & M BUILDING | $71.22 | 0 |
| | | | | | | | | **71.22** | |
| **STANDARD EQUIPMENT CO.** | | | | | | | | | |
| **4236** | | | | | | | | | |
| P06702 | #277 - VACTOR HOSE REPLACEMENT | MONROE | 20253422 | 10/31/2025 | 51050540-542410 | PW | R&M VEHICLES | $2,012.01 | 0 |
| | | | | | | | | **2,012.01** | |
| **STAPLES CONTRACT & COMMERCIAL INC** | | | | | | | | | |
| **9227** | | | | | | | | | |
| 6038537418 | MISC SUPPLIES | FRAMINGHAM | 20253492 | 08/30/2025 | 11174100-551110 | SF | MATERIALS/SUPPLIES-ADMIN | $28.40 | 0 |
| 6038537419 | MISC SUPPLIES | FRAMINGHAM | 20253492 | 08/30/2025 | 11174100-551110 | SF | MATERIALS/SUPPLIES-ADMIN | $27.45 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **STAPLES CONTRACT & COMMERCIAL INC** | | | | | | | | | |
| **9227** | | | | | | | | | |
| 604394878 | VH OFFICE SUPPLIES | FRAMINGHAM | 20253210 | 10/30/2025 | 11030110-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $338.66 | 0 |
| 6044034006 | MISC SUPPLIES | FRAMINGHAM | 20253211 | 10/30/2025 | 11070760-551110 | SF | MATERIALS/SUPPLIES-ADMIN | $57.69 | 0 |
| 6044034007 | MISC SUPPLIES | FRAMINGHAM | 20253211 | 11/29/2025 | 11174100-551110 | SF | MATERIALS/SUPPLIES-ADMIN | $97.65 | 0 |
| 6038537417 | MISC SUPPLIES | FRAMINGHAM | 20253492 | 08/30/2025 | 11174100-542112 | SF | R&M BUILDING-CLEANING | $1,512.75 | 0 |
| 6044034002 | MISC SUPPLIES | FRAMINGHAM | 20253211 | 10/30/2025 | 11174100-542112 | SF | R&M BUILDING-CLEANING | $40.19 | 0 |
| 6044034003 | MISC SUPPLIES | FRAMINGHAM | 20253211 | 10/30/2025 | 11174100-542112 | SF | R&M BUILDING-CLEANING | $8.48 | 0 |
| 6044034004 | MISC SUPPLIES | FRAMINGHAM | 20253211 | 10/30/2025 | 11174100-542112 | SF | R&M BUILDING-CLEANING | $425.30 | 0 |
| 6044034005 | MISC SUPPLIES | FRAMINGHAM | 20253211 | 10/30/2025 | 11174100-542112 | SF | R&M BUILDING-CLEANING | $348.00 | 0 |
| | | | | | | | | **2,884.57** | |
| **STATE DISBURSEMENT UNIT** | | | | | | | | | |
| **13020** | | | | | | | | | |
| 10.10.25 | CHILD SUPPORT | CAROL STREAM | 20253310 | 11/09/2025 | 11000000-217500 | FN | PAYROLL DEDUCT'N-COURT ORD | $435.69 | 9008534 |
| 9.26.25 | CHILD SUPPORT | CAROL STREAM | 20253157 | 10/26/2025 | 11000000-217500 | FN | PAYROLL DEDUCT'N-COURT ORD | $435.69 | 9008524 |
| | | | | | | | | **871.38** | |
| **STORINO, RAMELLO & DURKIN** | | | | | | | | | |
| **360** | | | | | | | | | |
| 93901 | LEGAL SERVICES FOR AUG 2025-LABOR | ROSEMONT | 20253370 | 10/01/2025 | 11020120-533110 | AD | LEGAL SERVICES-GENERAL | $2,149.36 | 0 |
| 93922 | LEGAL SERVICES FOR AUG 2025-LABOR | ROSEMONT | 20253370 | 09/30/2025 | 11020120-533110 | AD | LEGAL SERVICES-GENERAL | $2,509.74 | 0 |
| | | | | | | | | **4,659.10** | |
| **STRAND ASSOCIATES, INC.** | | | | | | | | | |
| **526** | | | | | | | | | |
| 0230242 | THOMAS / FOSTER LIFT STATION IMPROVEMENTS | MADISON | 20253441 | 11/09/2025 | 37980870-536513 | PW | ENG SVC - DESIGN | $8,074.28 | 0 |
| | | | | | | | | **8,074.28** | |
| **SUBURBAN LABORATORIES INC.** | | | | | | | | | |
| **3008** | | | | | | | | | |
| GA5003956 | R-168-2024 WW SAMPLING & ANALYSIS | CHICAGO | 20250038 | 08/31/2025 | 51050570-543510 | PW | LABORATORY TESTING | $1,274.12 | 0 |
| GA5004443 | R-168-2024 WW SAMPLING & ANALYSIS | CHICAGO | 20250038 | 10/02/2025 | 51050570-543510 | PW | LABORATORY TESTING | $1,367.40 | 0 |
| GA5004810 | R-168-2024 WW SAMPLING & ANALYSIS | CHICAGO | 20250038 | 11/02/2025 | 51050577-543510 | PW | LABORATORY TESTING | $89.04 | 0 |
| GA5004811 | R-168-2024 WW SAMPLING & ANALYSIS | CHICAGO | 20250038 | 11/02/2025 | 51050577-543510 | PW | LABORATORY TESTING | $568.88 | 0 |

# EXPENDITURE APPROVAL LIST
## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **SUBURBAN LABORATORIES INC.** | | | | | | | | | |
| **3008** | | | | | | | | | |
| GA5004812 | R-168-2024 WW SAMPLING & ANALYSIS | CHICAGO | 20250038 | 11/02/2025 | 51050577-543510 | PW | LABORATORY TESTING | $189.04 | 0 |
| GA5004813 | R-168-2024 WW SAMPLING & ANALYSIS | CHICAGO | 20250038 | 11/02/2025 | 51050577-543510 | PW | LABORATORY TESTING | $568.88 | 0 |
| GA5004814 | R-168-2024 WW SAMPLING & ANALYSIS | CHICAGO | 20250038 | 11/02/2025 | 51050577-543510 | PW | LABORATORY TESTING | $80.00 | 0 |
| GA5004816 | R-168-2024 WW SAMPLING & ANALYSIS | CHICAGO | 20250038 | 11/02/2025 | 51050577-543510 | PW | LABORATORY TESTING | $378.08 | 0 |
| GA5004817 | R-168-2024 WW SAMPLING & ANALYSIS | CHICAGO | 20250038 | 11/02/2025 | 51050577-543510 | PW | LABORATORY TESTING | $172.96 | 0 |
| GA5004910 | R-168-2024 WW SAMPLING & ANALYSIS | CHICAGO | 20250038 | 10/31/2025 | 51050570-543510 | PW | LABORATORY TESTING | $1,459.62 | 0 |
| GA5005054 | R-168-2024 WW SAMPLING & ANALYSIS | CHICAGO | 20250038 | 11/14/2025 | 51050577-543510 | PW | LABORATORY TESTING | $637.44 | 0 |
| GA5005055 | R-168-2024 WW SAMPLING & ANALYSIS | CHICAGO | 20250038 | 11/14/2025 | 51050577-543510 | PW | LABORATORY TESTING | $806.16 | 0 |
| GA5005063 | R-168-2024 WW SAMPLING & ANALYSIS | CHICAGO | 20250038 | 11/15/2025 | 51050577-543510 | PW | LABORATORY TESTING | $118.72 | 0 |
| | | | | | | | | **7,710.34** | |
| **TERRACE SUPPLY COMPANY** | | | | | | | | | |
| **3012** | | | | | | | | | |
| 0001073932 | CYLINDER RENTAL FOR ALL DIVISIONS | ITASCA | 20250120 | 10/30/2025 | 51050560-548110 | PW | RENTAL & LEASE PURCHASE | $29.64 | 0 |
| 0001073932 | CYLINDER RENTAL FOR ALL DIVISIONS | ITASCA | 20250120 | 10/30/2025 | 11050420-548110 | PW | RENTAL & LEASE-EQUIPMENT | $22.22 | 0 |
| 0001073932 | CYLINDER RENTAL FOR ALL DIVISIONS | ITASCA | 20250120 | 10/30/2025 | 11050490-548110 | PW | RENTAL & LEASE-EQUIPMENT | $22.24 | 0 |
| | | | | | | | | **74.10** | |
| **THE BREWER COMPANY** | | | | | | | | | |
| **8841** | | | | | | | | | |
| 242538 | STREET TOOLS | CAROL STREAM | 20253432 | 10/16/2025 | 11050420-554510 | PW | SMALL TOOLS & EQUIPMENT | $72.35 | 0 |
| 244745 | STREET TOOLS | CAROL STREAM | 20253433 | 11/08/2025 | 11050420-554510 | PW | SMALL TOOLS & EQUIPMENT | $241.66 | 0 |
| | | | | | | | | **314.01** | |
| **THE CINCINNATI LIFE INSURANCE CO** | | | | | | | | | |
| **1637** | | | | | | | | | |
| OCTOBER PREMIUM 2025 | OCTOBER PREMIUM | CINCINNATI | 20253150 | 10/31/2025 | 11000000-214140 | FN | PAYROLL DEDUCT'N CIN LIFE | $932.02 | 0 |
| | | | | | | | | **932.02** | |
| **THIRD MILLENNIUM ASSOCIATES, INC.** | | | | | | | | | |
| **525** | | | | | | | | | |
| 33480 | UTILITY BILL RENDERING | WARRENVILLE | 20253277 | 11/06/2025 | 51030250-549990 | FN | OTHER CONTRACTUAL SERVICES | $1,225.81 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **THIRD MILLENNIUM ASSOCIATES, INC.** | | | | | | | | | |
| **525** | | | | | | | | | |
| 33480 | UTILITY BILL RENDERING | WARRENVILLE | 20253277 | 11/06/2025 | 11070750-541160 | FN | PRINTING & FINISHING | $3,277.78 | 0 |
| | | | | | | | | **4,503.59** | |
| **THOMAS ENGINEERING GROUP LLC** | | | | | | | | | |
| **1988** | | | | | | | | | |
| 22539 | R-59-2025 - BROWNGATE SUBDIVISION DETENTION BASIN | OAK PARK | 20251638 | 10/17/2025 | 37980850-536515 | PW | ENG SVC - PROJECT MANAGEMENT | $8,556.34 | 0 |
| 22540 | R-19-2025 - CONSTRUCTION ENG TWIN OAKS WATER MAIN | OAK PARK | 20250717 | 10/17/2025 | 31080810-536515 | PW | ENG SVC - PROJECT MANAGEMENT | $6,407.73 | 0 |
| 22596 | R-59-2025 - BROWNGATE SUBDIVISION DETENTION BASIN | OAK PARK | 20251638 | 11/13/2025 | 37980850-536515 | PW | ENG SVC - PROJECT MANAGEMENT | $1,841.89 | 0 |
| | | | | | | | | **16,805.96** | |
| **THOMAS HERRERA LANDSCAPING** | | | | | | | | | |
| **1554** | | | | | | | | | |
| 6 | SENIOR GRASS CUTTING PROGRAM - 9/15 -10/6 | NORTHLAKE | 20253495 | 11/06/2025 | 11010010-571011 | SF | CITIZEN EDUCATION PROGRAM | $2,760.00 | 0 |
| | | | | | | | | **2,760.00** | |
| **THOMPSON ELEVATOR** | | | | | | | | | |
| **3981** | | | | | | | | | |
| 25BENS-0073 | INV# 25BENS-0073 ANNUAL ELEVATOR INSPECTIONS | MT PROSPECT | 20253293 | 11/01/2025 | 11174100-549990 | SF | OTHER CONTRACTUAL SERVICE | $80.00 | 0 |
| | | | | | | | | **80.00** | |
| **THOMPSON RENTAL STATION, INC.** | | | | | | | | | |
| **3016** | | | | | | | | | |
| 623188-1 | INV# 623188-1 KEY CUTTING | BENSENVILLE | 20253292 | 11/01/2025 | 11174100-542310 | SF | R&M EQUIPMENT | $24.00 | 0 |
| 622871-1 | STREET TOOL | BENSENVILLE | 20253230 | 10/16/2025 | 11050420-554510 | PW | SMALL TOOLS & EQUIPMENT | $200.00 | 0 |
| 623248-1 | STREET TOOLS | BENSENVILLE | 20253413 | 11/05/2025 | 11050420-554510 | PW | SMALL TOOLS & EQUIPMENT | $22.50 | 0 |
| | | | | | | | | **246.50** | |
| **THOMPSON SAFETY LLC** | | | | | | | | | |
| **2048** | | | | | | | | | |
| ORDINU00005021 | THOMPSON FIRST AID REFILL | DALLAS | 20253259 | 10/30/2025 | 11020130-551110 | AD | MATERIALS/SUPPLIES-ADMIN | $113.98 | 0 |
| | | | | | | | | **113.98** | |
| **THOMSON REUTERS - WEST** | | | | | | | | | |
| **8192** | | | | | | | | | |
| 852618028 | SOFTWARE SUBSCRIPTION CHARGE, INV #852618028 | CAROL STREAM | 20253365 | 10/31/2025 | 11040110-525010 | PD | BOOKS/PAMPHLETS/PUBLICATIONS | $885.50 | 0 |
| | | | | | | | | **885.50** | |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **T-MOBILE** | | | | | | | | | |
| **10053** | | | | | | | | | |
| 986411780 925 | SERVICE DATES 08/21/25-09/20/25 | CINCINNATI | 20253187 | 10/21/2025 | 11020180-541310 | FN | COMMUNICATION-PHONES (WIRED) | $41.40 | 0 |
| 964388480 0925 | R-5-2025 - GPS TRACKING | CINCINNATI | 20250277 | 10/21/2025 | 11050490-549990 | PW | OTHER CONTRACTUAL SERVICE | $1,008.00 | 0 |
| 993457994 825 | WIRELESS ROUTER | CINCINNATI | 20250126 | 10/21/2025 | 51050550-549990 | PW | OTHER CONTRACTUAL SERVICES | $0.20 | 0 |
| | | | | | | | | **1,049.60** | |
| **TODD R COOK** | | | | | | | | | |
| **2342** | | | | | | | | | |
| MITP 2025 TRAFFIC | Stipend | BENSENVILLE | 20253336 | 07/11/2025 | 11020190-577010 | AD | SPECIAL FUNCTIONS | $525.00 | 0 |
| | | | | | | | | **525.00** | |
| **TOP INSTALLATIONS INC.** | | | | | | | | | |
| **2355** | | | | | | | | | |
| 14646 | WW LAB RENOVATION - COUNTERTOPS | BENSENVILLE | 20252895 | 10/03/2025 | 51080880-591000 | PW | CAPITAL OUTLAY-BLDG&STRUCTURE | $7,300.00 | 0 |
| | | | | | | | | **7,300.00** | |
| **TOSCAS LAW GROUP LLC** | | | | | | | | | |
| **1649** | | | | | | | | | |
| 10-16-25 PARKING | ADNINISTRATIVE HEARING | PALOS HEIGHTS | 20253502 | 11/16/2025 | 11040110-533100 | FN | LEGAL SERVICES | $500.00 | 0 |
| BC 10-09-25 | ADNINISTRATIVE HEARING | PALOS HEIGHTS | 20253342 | 11/09/2025 | 11040110-533100 | FN | LEGAL SERVICES | $550.00 | 0 |
| TOW 10-09-25 | ADNINISTRATIVE HEARING | PALOS HEIGHTS | 20253342 | 11/09/2025 | 11040110-533100 | FN | LEGAL SERVICES | $650.00 | 0 |
| TRAFFIC 9-19-25 | ADNINISTRATIVE HEARING | PALOS HEIGHTS | 20253342 | 10/29/2025 | 11040110-533100 | FN | LEGAL SERVICES | $320.00 | 0 |
| | | | | | | | | **2,020.00** | |
| **TWO CHEFS CAFE** | | | | | | | | | |
| **5278** | | | | | | | | | |
| 092625-EVENT | CATERING CONTRACTS | BENSENVILLE | 20253206 | 10/26/2025 | 11070750-577125 | SF | SENIOR CITIZEN | $420.00 | 0 |
| 100325-EVENT | CATERING CONTRACTS | BENSENVILLE | 20253206 | 11/02/2025 | 11070750-577125 | SF | SENIOR CITIZEN | $1,493.75 | 0 |
| | | | | | | | | **1,913.75** | |
| **TYLER TECHNOLOGIES, INC.** | | | | | | | | | |
| **13113** | | | | | | | | | |
| 045-524323 | REMOTE IMPLEMENTATION | DALLAS | 20253303 | 07/11/2025 | 11020180-542100 | FN | MAINTENANCE AGREEMENTS | $1,240.00 | 0 |
| | | | | | | | | **1,240.00** | |

# EXPENDITURE APPROVAL LIST
## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **TYSON, JASON (E)** | | | | | | | | | |
| **771** | | | | | | | | | |
| 09-30-25 CDL | CDL REIMBURSEMENT JASON T | ISLAND LAKE | 20253443 | 10/30/2025 | 51050110-521510 | PW | EDUC/SEMRS/MTGS/TRNG | $65.00 | 0 |
| | | | | | | | | **65.00** | |
| **ULINE** | | | | | | | | | |
| **11277** | | | | | | | | | |
| 197750641 | INV# 197750641 MISC SUPPLIES - THEATER | CHICAGO | 20253213 | 10/10/2025 | 11070790-557810 | SF | FOOD ITEMS | $1,230.86 | 0 |
| 198286281 | PACKING & MAILING SUPPLIES, INV #198286281 | CHICAGO | 20253176 | 10/23/2025 | 11040110-551110 | PD | MATERIALS/SUPPLIES-ADMIN | $671.20 | 0 |
| | | | | | | | | **1,902.06** | |
| **ULTRA STROBE COMMUNICATIONS, INC** | | | | | | | | | |
| **1898** | | | | | | | | | |
| 087211 | UPFITTING SQUAD 302, INV #087211 | CRYSTAL LAKE | 20253329 | 11/05/2025 | 11040110-542410 | PD | R&M VEHICLES | $7,602.10 | 0 |
| 087253 | INSTALL EQUIPMENT SQUAD 316, INV #087253 | CRYSTAL LAKE | 20253360 | 11/14/2025 | 11040110-542410 | PD | R&M VEHICLES | $300.00 | 0 |
| 087254 | EQUIPMENT INSTALLATION SQUAD 302, INV #087254 | CRYSTAL LAKE | 20253359 | 11/14/2025 | 11040110-542410 | PD | R&M VEHICLES | $569.39 | 0 |
| | | | | | | | | **8,471.49** | |
| **UNDERGROUND PIPE & VALVE CO.** | | | | | | | | | |
| **4096** | | | | | | | | | |
| 076517 | WATER MAIN PARTS | PLAINFIELD | 20253421 | 11/01/2025 | 51050540-552520 | PW | WATER MAIN PARTS | $2,120.00 | 0 |
| | | | | | | | | **2,120.00** | |
| **UNDERGROUND SPORTS PRINT CO INC** | | | | | | | | | |
| **2263** | | | | | | | | | |
| 5139 | UNIFORMS - REC. DEPT. | ADDISON | 20253375 | 10/12/2025 | 11070720-554810 | SF | UNIFORMS - PURCHASE | $272.00 | 0 |
| 5168 | UNIFORMS - REC. DEPT. | ADDISON | 20253375 | 10/15/2025 | 11070720-554810 | SF | UNIFORMS - PURCHASE | $118.40 | 0 |
| 5139 | UNIFORMS - REC. DEPT. | ADDISON | 20253375 | 10/12/2025 | 11174100-554810 | SF | UNIFORMS-PURCHASE | $835.00 | 0 |
| 5168 | UNIFORMS - REC. DEPT. | ADDISON | 20253375 | 10/15/2025 | 11174100-554810 | SF | UNIFORMS-PURCHASE | $726.60 | 0 |
| | | | | | | | | **1,952.00** | |
| **UNITED REFRIGERATION, INC.** | | | | | | | | | |
| **1342** | | | | | | | | | |
| 15573924-00 | MISC PARTS | DALLAS | 20253199 | 10/30/2025 | 11174100-542110 | SF | R & M BUILDING | $205.40 | 0 |
| 15582724-00 | MISC PARTS | DALLAS | 20253199 | 10/30/2025 | 11174100-542110 | SF | R & M BUILDING | $24.35 | 0 |
| | | | | | | | | **229.75** | |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **UNIVAR USA INC** | | | | | | | | | |
| **1178** | | | | | | | | | |
| 53392031 | R-79-2025 - SODIUM HYPOCHLORITE | CHICAGO | 20252467 | 11/08/2025 | 51050570-554120 | PW | CHEMICALS | $3,765.00 | 0 |
| | | | | | | | | **3,765.00** | |
| **UNIVERSAL FILM EXCHANGES** | | | | | | | | | |
| **7128** | | | | | | | | | |
| DOWNTON ABBEY | MOVIE RENTAL FEES - DOWNTON ABBEY: THE GRAND FINAL | DALLAS | 20253490 | 11/09/2025 | 11070790-547910 | SF | MOVIE RENTAL FEES | $121.18 | 0 |
| GABBY'S DOLLHOUSE | MOVIE RENTAL FEES - GABBY'S DOLLHOUSE: THE MOVIE | DALLAS | 20253488 | 11/02/2025 | 11070790-547910 | SF | MOVIE RENTAL FEES | $76.10 | 0 |
| GABBY'S DOLLHOUSE W2 | MOVIE RENTAL FEES - GABBY'S DOLLHOUSE: THE MOVIE W | DALLAS | 20253489 | 11/09/2025 | 11070790-547910 | SF | MOVIE RENTAL FEES | $21.60 | 0 |
| RB-BADG-HONEY-NOBODY | MOVIE RENTAL FEES | DALLAS | 20253178 | 09/14/2025 | 11070790-547910 | SF | MOVIE RENTAL FEES | $292.06 | 0 |
| | | | | | | | | **510.94** | |
| **USABLUEBOOK** | | | | | | | | | |
| **6491** | | | | | | | | | |
| INV00830800 | CHLORINE REAGENTS | GURNEE | 20253232 | 10/17/2025 | 51050550-554120 | PW | CHEMICALS | $329.94 | 0 |
| INV00846748 | PIPING PAINT | GURNEE | 20253424 | 11/02/2025 | 51050570-554120 | PW | CHEMICALS | $86.78 | 0 |
| INV00856253 | UTILITY CHEMICAL | GURNEE | 20253425 | 11/13/2025 | 51050550-554120 | PW | CHEMICALS | $329.91 | 0 |
| INV00852795 | WWTP LAB SUPPLIES | GURNEE | 20253427 | 11/08/2025 | 51050570-552550 | PW | LAB SUPPLIES | $438.15 | 0 |
| INV00855682 | WWTP LAB SUPPLIES | GURNEE | 20253426 | 11/13/2025 | 51050570-552550 | PW | LAB SUPPLIES | $104.00 | 0 |
| | | | | | | | | **1,288.78** | |
| **VERIZON WIRELESS** | | | | | | | | | |
| **11240** | | | | | | | | | |
| 4420003865-00001 925 | SERVICE DATES AUG-SEPT 2025 | LEHIGH VALLEY | 20253254 | 10/23/2025 | 11020180-541315 | FN | CELL PHONE SERVICE & EQUPMENT | $2,868.35 | 0 |
| 4420003865-00002 925 | SERVICE DATES AUG - SEPT 2025 | LEHIGH VALLEY | 20253343 | 10/23/2025 | 11020180-541315 | FN | CELL PHONE SERVICE & EQUPMENT | $236.21 | 0 |
| 4420003865-00003 925 | SERVICE DATES AUG- SEPT 2025 | LEHIGH VALLEY | 20253240 | 10/23/2025 | 11020180-541315 | FN | CELL PHONE SERVICE & EQUPMENT | $100.10 | 0 |
| 585520014-00001 925 | SERVICE DATES AUG-SEPT 2025 | LEHIGH VALLEY | 20253164 | 10/19/2025 | 11040380-542100 | FN | MAINTENANCE AGREEMENTS | $569.71 | 0 |
| | | | | | | | | **3,774.37** | |
| **VERMEER-ILLINOIS, INC.** | | | | | | | | | |
| **3028** | | | | | | | | | |
| PN8816 | #911 - CHIPPER SWITCH | AURORA | 20253273 | 09/19/2025 | 11050430-542410 | PW | R&M VEHICLES | $340.18 | 0 |
| | | | | | | | | **340.18** | |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **VILLAGE OF BENSENVILLE** | | | | | | | | | |
| **3100** | | | | | | | | | |
| 10.10.25 | POLICE PENSION CONTRIBUTIONS | | 20253320 | 11/13/2025 | 11000000-212140 | FN | PAYROLL DEDUCT'N-POL PENSION | $14,642.09 | 9008541 |
| 9.26.25 | POLICE PENSION CONTRIBUTIONS | | 20253162 | 10/26/2025 | 11000000-212140 | FN | PAYROLL DEDUCT'N-POL PENSION | $14,848.62 | 9008525 |
| | | | | | | | | **29,490.71** | |
| **WALT DISNEY STUDIOS MOTION PICTURES** | | | | | | | | | |
| **7086** | | | | | | | | | |
| HAMILTON WK1 | MOVIE RENTAL FEES - HAMILTON WK1 | DALLAS | 20253138 | 10/12/2025 | 11070790-547910 | SF | MOVIE RENTAL FEES | $127.50 | 0 |
| | | | | | | | | **127.50** | |
| **WAREHOUSE DIRECT, INC.** | | | | | | | | | |
| **1077** | | | | | | | | | |
| 6014191-0 | OFFICE SUPPLIES, INV #6014191-0 | DES PLAINES | 20253452 | 11/09/2025 | 11040110-522110 | PD | EXPENSE REIMBURSEMENT | $132.73 | 0 |
| 5998077-0 | OFFICE SUPPLIES, INV #5998077-0 | DES PLAINES | 20253170 | 10/16/2025 | 11040110-551110 | PD | MATERIALS/SUPPLIES-ADMIN | $87.60 | 0 |
| 6003162-0 | OFFICE SUPPLIES, INV #6003162-0 | DES PLAINES | 20253169 | 10/24/2025 | 11040110-551110 | PD | MATERIALS/SUPPLIES-ADMIN | $36.20 | 0 |
| 6006773-0 | OFFICE SUPPLIES | DES PLAINES | 20253340 | 10/30/2025 | 11030110-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $128.10 | 0 |
| 6019166-0 | OFFICE SUPPLIES | DES PLAINES | 20253500 | 11/19/2025 | 11030110-551110 | FN | MATERIALS/SUPPLIES-ADMIN | $145.14 | 0 |
| 6004368-0 | INV# 6004368-0 MISC CLEANING SUPPLIES | DES PLAINES | 20253198 | 10/25/2025 | 11174100-542112 | SF | R&M BUILDING-CLEANING | $1,378.77 | 0 |
| | | | | | | | | **1,908.54** | |
| **WENTWORTH TIRE - BENSENVILLE** | | | | | | | | | |
| **3510** | | | | | | | | | |
| 40091422 | WENTWORTH TIRE SERVICE | BENSENVILLE | 20253136 | 10/16/2025 | 11060640-542410 | CD | R&M VEHICLES | $254.31 | 0 |
| 40091602 | NEW TIRES FOR SQUAD 302, INV #40091602 | BENSENVILLE | 20253321 | 10/23/2025 | 11040110-542410 | PD | R&M VEHICLES | $496.76 | 0 |
| 40091819 | NEW TIRES SQUAD 305, INV #40091819 | BENSENVILLE | 20253364 | 10/30/2025 | 11040110-542410 | PD | R&M VEHICLES | $496.76 | 0 |
| | | | | | | | | **1,247.83** | |
| **WESTBROOK STRATEGIC CONSULTANTS** | | | | | | | | | |
| **1198** | | | | | | | | | |
| 334 | CONSULTING SERIVICES FOR OCTOBER 2025 | WESTCHESTER | 20253221 | 10/31/2025 | 11020110-532810 | FN | PROJECT MANAGEMENT SERVICES | $3,750.00 | 0 |
| | | | | | | | | **3,750.00** | |
| **WESTMORE SUPPLY CO, INC.** | | | | | | | | | |
| **596** | | | | | | | | | |
| R119947 | R-191-2024 - CONCRETE | LOMBARD | 20250138 | 08/31/2025 | 11050420-542810 | PW | R & M PAVEMENT | $750.00 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **WESTMORE SUPPLY CO, INC.** | | | | | | | | | |
| **596** | | | | | | | | | |
| R120059 | R-191-2024 - CONCRETE | LOMBARD | 20250138 | 09/07/2025 | 11050420-542810 | PW | R & M PAVEMENT | $600.00 | 0 |
| R120144 | R-191-2024 - CONCRETE | LOMBARD | 20250138 | 09/14/2025 | 11050420-542810 | PW | R & M PAVEMENT | $750.00 | 0 |
| R120193 | R-191-2024 - CONCRETE | LOMBARD | 20250138 | 09/18/2025 | 11050420-542810 | PW | R & M PAVEMENT | $750.00 | 0 |
| | | | | | | | | **2,850.00** | |
| **WILLIAM D GASTON** | | | | | | | | | |
| **2008** | | | | | | | | | |
| MITP 2025 TRAFFIC | Stipend | ARLINGTON HEIGHTS | 20253334 | 07/11/2025 | 11020190-577010 | AD | SPECIAL FUNCTIONS | $300.00 | 0 |
| | | | | | | | | **300.00** | |
| **WILLIAMS BROTHERS CONSTRUCTION INC** | | | | | | | | | |
| **959** | | | | | | | | | |
| 92025569.15 | R-158-2023 - PRESSURE ADJ. STATION CONSTRUCTION | PEORIA | 20250390 | 10/30/2025 | 37980860-596000 | PW | CAPITAL CONSTRUCTION | $182,818.80 | 0 |
| | | | | | | | | **182,818.80** | |
| **WORK N GEAR, INC** | | | | | | | | | |
| **1136** | | | | | | | | | |
| HA212677 | UNIFORM - R. ZAPOTOCZNY | BOSTON | 20253266 | 10/08/2025 | 11050440-554810 | PW | UNIFORMS - PURCHASE | $49.99 | 0 |
| | | | | | | | | **49.99** | |
| **WUNDERLICH-MALEC SERICES, INC** | | | | | | | | | |
| **1750** | | | | | | | | | |
| 28136 | WWTP SCADA TROUBLESHOOTING - FLOW METERS RAS & WAS | EDEN PRAIRIE | 20253393 | 10/19/2025 | 51050560-549990 | PW | OTHER CONTRACTUAL SERVICES | $1,119.80 | 0 |
| | | | | | | | | **1,119.80** | |
| **ZIEBELL WATER SERVICE** | | | | | | | | | |
| **3045** | | | | | | | | | |
| 269610-000 | WATER MAIN PARTS | ADDISON | 20253418 | 07/09/2025 | 51050540-552520 | PW | WATER MAIN PARTS | $853.00 | 0 |
| 269626-000 | WATER MAIN PARTS | ADDISON | 20253417 | 07/10/2025 | 51050540-552520 | PW | WATER MAIN PARTS | $961.13 | 0 |
| 269641-000 | WATER MAIN PARTS | ADDISON | 20253416 | 07/11/2025 | 51050540-552520 | PW | WATER MAIN PARTS | $2,154.19 | 0 |
| 269714-000 | WATER MAIN PARTS | ADDISON | 20253415 | 07/17/2025 | 51050540-552520 | PW | WATER MAIN PARTS | $166.00 | 0 |
| 269749-000 | WATER MAIN PARTS | ADDISON | 20253414 | 07/20/2025 | 51050540-552520 | PW | WATER MAIN PARTS | $1,517.31 | 0 |
| 270818-000 | WATER MAIN PARTS | ADDISON | 20253419 | 11/09/2025 | 51050540-552520 | PW | WATER MAIN PARTS | $515.90 | 0 |

# EXPENDITURE APPROVAL LIST

## FOR CHECKS DATED: 10/28/2025

| INVOICE # | INVOICE DESCRIPTION | REMIT CITY | PO NUMBER | DUE DATE | ACCOUNT NO | DEPT | ACCOUNT DESCRIPTION | CHECK AMOUNT | W/T/MANUAL CHECK # |
|---|---|---|---|---|---|---|---|---|---|
| **ZIEBELL WATER SERVICE** | | | | | | | | | |
| **3045** | | | | | | | | | |
| 270819-000 | WATER MAIN PARTS | ADDISON | 20253420 | 11/08/2025 | 51050540-552520 | PW | WATER MAIN PARTS | $183.08 | 0 |
| | | | | | | | | **6,350.61** | |
| **ZIONS BANCORPORATION, NATIONAL ASSOCIATION** | | | | | | | | | |
| **2209** | | | | | | | | | |
| 2024 B 10.17.25 | 2014B ESCROW | SALT LAKE CITY | 20253248 | 11/16/2025 | 41000000-111025 | FN | ZIONS BANK-2014B SINKING FUND | $22,500.00 | 9008543 |
| | | | | | | | | **22,500.00** | |

CHECK TOTAL: **1,732,790.85**

WIRE TOTAL: **856,571.79**

EXPENDITURE TOTAL: **2,589,362.64**

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Ordinance | W. Magdziarz | CED | 10/28/2025 |

**DESCRIPTION:**
Ordinance Granting a Special Use Permit (Outdoor Storage Area) at 478 Industrial Drive

***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:**
5-0; Unanimous

**DATE:**
October 21, 2025

**BACKGROUND:**
The Applicant is requesting a Special Use Permit, Outdoor Storage Area, for the property located at 478 Industrial Drive. Outdoor storage areas are a Special Use in the I-2 General Industrial District. The Applicant indicates in their application that the outdoor storage is only for "bobtails" or the tractor part of a semi-truck that are on the premises for required DOT inspections. No mechanical or repair services are associated with the use. The outdoor storage will be located on the north side of the existing building and is accessory to the principal use in the existing building on the premises.

**KEY ISSUES:**
The Community Development Commission held the requisite public hearing, no objectors were present.

The Community Development Commission recommended approval (5-0) of the Special Use Permit, subject to certain conditions:
a. No mechanical or repair services are allowed on the property.
b. Outdoor storage is limited to semi-truck tractors (“bobtails”).
c. Outdoor storage must be properly screened in accordance with municipal code.
d. Outdoor storage shall be limited to the north side of the building, consistent with the location indicated on the approved site plan.
e. Outdoor storage shall comply with Fire Marshall requirements for access and circulation.

**ALTERNATIVES:**
At the discretion of the Committee

**RECOMMENDATION:**
Village staff recommends acceptance of the Community Development Commission recommendation and approval of the Ordinance Granting a Special Use Permit (Outdoor Storage Area) at 478 Industrial Drive

**BUDGET IMPACT:**
No budget impact.

**ACTION REQUIRED:**
Approve an Ordinance Granting a Special Use Permit (Outdoor Storage Area) at 478 Industrial Drive

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Ordinance | 10/16/2025 | Cover Memo |

**ORDINANCE # _____**

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT ALLOWING AN OUTDOOR STORAGE AREA USE AT 478 INDUSTRIAL DRIVE, 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**, US Navy Transport Inc. (the "*Applicant*"), with permission of Margarete Liedtke (the "*Owner*"), filed an application for a special use permit for an "Outdoor Storage Area" use, pursuant to Section 10-7-2 of the Zoning Ordinance, to store semi-tractors (the "*Special Use Permit*") on the property located at 478 Industrial Drive, 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**, public notice in the forms required by law was given of said Public Hearing date; and

**WHEREAS**, pursuant to said public notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on October 7, 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 to recommend approval of the Special Use Permit 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 Permit 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 Section 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 478 Industrial Drive in Bensenville, Illinois as legally described in Exhibit A, is hereby approved, provided that the project is constructed in substantial conformance with the plans and specifications submitted with the application (Exhibit B) except as conditioned 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 US Navy Transport 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. No mechanical or repair services are allowed on the Subject Property.
iii. Outdoor storage is limited to semi-truck tractors ("bobtails").
iv. Outdoor storage must be properly screened in accordance with the Bensenville Municipal Code.
v. Outdoor storage shall be limited to the north side of the building, consistent with the location indicated on the approved site plan.
vi. Outdoor storage shall comply with Fire Marshal requirements for access and circulation.

**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.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 28th day of October, 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 LOT 8 IN ADDISON TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER 3 OF PART OF THE SOUTH WEST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 2 AND PART OF THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE WEST LINE OF THE NORTH EAST QUARTER OF SECTION 11, AFORESAID, LYING SOUTH OF A LINE DRAWN PERPENDICULAR TO THE WEST LINE OF SAID NORTH EAST QUARTER FROM A POINT ON SAID WEST LINE WHICH IS 958.0 FEET NORTH OF THE SOUTH WEST CORNER OF SAID NORTH WEST QUARTER, AND EXTENDING SOUTH FROM SAID LINE 137.0 FEET AS MEASURED PERPENDICULAR TO THE SAME SAID LINE AND LYING WEST OF THE WEST LINE OF A PUBLIC STREET AS DEDICATED JUNE 8, 1978 AS DOCUMENT #78-50342 IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 478-480 Industrial Drive, Bensenville, IL 60106.
PIN: 03-11-200-033

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

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

**Ordinance # ___- 2025**
**Exhibit "C"**
**Findings of Fact**

The CDC considered Case No. 2025-24 at a public hearing held on October 7, 2025. Village Planning & Community Outreach Coordinator Maia Ninan presented the application of US Navy Transport Inc. for a special use permit for an "outdoor storage area" use on the Property located at 478 Industrial Drive, 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.

Staff recommends the Approval of the Findings of Fact and therefore the approval of the Special Use Permit with the following conditions:

i. No mechanical or repair services are allowed on the Subject Property.
ii. Outdoor storage is limited to semi-truck tractors ("bobtails").
iii. Outdoor storage must be properly screened in accordance with the Bensenville Municipal Code.
iv. Outdoor storage shall be limited to the north side of the building, consistent with the location indicated on the approved site plan.

v. Outdoor storage shall comply with Fire Marshal requirements for access and circulation.

The CDC voted 5-0 to approve the Special Use Permit for an "Outside Storage Yard" use with Staff's Recommendations as conditions for US Navy Transport Inc. at 478 Industrial Drive, Bensenville, Illinois.

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Ordinance | W. Magdziarz | CED | 10/28/2025 |

**DESCRIPTION:**
Ordinance Granting a Zoning Variation for Accessory Structure Rear Yard Setback at 243 S. Addison Street

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

| | | | |
|---|---|---|---|
| | Financially sound Village | X | Enrich the lives of residents |
| | Quality customer-oriented services | | Major business/corporate center |
| | Safe and beautiful Village | | Vibrant major corridors |

**COMMITTEE ACTION:**
5-0; Unanimous

**DATE:**
October 21, 2025

**BACKGROUND:**
The Applicant is requesting a zoning variation of Section 10-7-4A-3 to reduce the required setback for an accessory structure from three (3) feet to zero in the rear yard adjacent an alley. The Applicant is constructing a small addition to an existing detached garage. The addition is located between the garage and the alley.

**KEY ISSUES:**
The Community Development Commission held the requisite public hearing, no objectors were present. The variation was promulgated by a citizen request for action in which the citizen's concern was the appearance of the addition, not the location. At the time of the complaint the addition was a work in progress. The Applicant began the work without a permit but continued at his risk.

The Community Development Commission recommended approval (4-1) of the zoning variation, subject to the following conditions:
a. The accessory structure cannot exceed 12' in height.
b. The garage addition cannot exceed the size indicated on the approved plans.
c.The garage addition shall have an all-weather siding material affixed to the exterior walls.

**ALTERNATIVES:**
At the discretion of the Committee.

**RECOMMENDATION:**
Village staff recommends acceptance of the Community Development Commission recommendation and approval of the Ordinance Granting a Zoning Variation for Accessory Structure Rear Yard Setback at 243 S. Addison Street.

**BUDGET IMPACT:**
No budget impact.

**ACTION REQUIRED:**
Approval of An Ordinance Granting a Zoning Variation for Accessory Structure Rear Yard Setback at 243 S. Addison Street.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Ordinance | 10/16/2025 | Cover Memo |

**ORDINANCE NUMBER _____**

**AN ORDINANCE APPROVING A VARIATION TO ALLOW A REDUCED REAR SETBACK AT 243 SOUTH ADDISON STREET, 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**, Tony Cayuela (the "*Applicant*" and "*Owner*") filed an application for a Variation of Section 10-7-4A-3 of the Zoning Ordinance (the "*Application*"), to reduce the rear yard setback from 3 feet to 0 feet to allow the installation of a shed (the "*Variation*) on the property located at 243 South Addison Street, 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**, public notice in the forms required by law was given of said Public Hearing date; and

**WHEREAS**, pursuant to said public notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on October 7, 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 to recommend approval of the Variation 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 and as further amended by the Corporate Authorities, as herein provided, with such 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-3 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 variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

ii. The proposed variation is 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 variation is 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 reduced rear yard setback from 3 feet to 0 feet at 243 South Addison Street in Bensenville, Illinois as legally described in Exhibit A, is hereby approved, provided that the project is constructed in substantial conformance with the plans and specifications submitted with the application (Exhibit B) and except as conditioned 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:

a. The accessory structure located in the former rear setback cannot exceed 12 feet in height;
b. The accessory structure cannot exceed the size indicated in the approved plans; and
c. The accessory structure shall maintain an all-weather siding material affixed to the exterior walls.

**Section 7.** No building permits shall be issued for construction related to the Variation 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.

*[Intentionally Left Blank]*

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 28th day of October 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:

LOT 11 IN W.F. FRANZEN'S SUBDIVISION "B" OF THE WEST 395.8 FEET OF THE EAST 1,000.5 FEET OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF WOOD AVENUE, ACCORDING TO THE PLATE THEREOF RECORDED SEPTEMBER 17, 1926 AS DOCUMENT 221528, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 243 S. Addison St., Bensenville, Illinois.

PIN: 03-14-420-011

**Ordinance # ___- 2025**
**Exhibit "B"**
**Plans and Specifications**

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

**Ordinance # ___- 2025**
**Exhibit "C"**
**Findings of Fact**

The CDC considered Case No. 2025-25 at a public hearing held on October 7, 2025. Village Planning & Community Outreach Coordinator Maia Ninan presented the application of Tony Cayuela for a Variation of Municipal Code Section 10-7-4A-3 to allow a reduced rear yard setback from 3 feet to 0 feet on the property located at 243 S. Addison Street. The Commission heard testimony from the applicant and/or property owner, 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.

The CDC voted 4-1 to approve the Variation with Staff's Recommendations as conditions for the Applicant at 243 S. Addison Street, Bensenville, Illinois.

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Ordinance | Corey Williamsen | Village Clerk's Office | October 28, 2025 |

**DESCRIPTION:**
Ordinance Amending Title 3 - Chapter 3 - Liquor Regulations for the Creation of a Class L Liquor License for Indoor Sports Dome Facility

***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:** 5-0; Unanimous

**DATE:** October 21, 2025

**BACKGROUND:**
The Village of Bensenville is currently home to multiple Sport Dome Facilities. Energy Volleyball located at 1005 Commerce Ct is home to hosting multiple sporting events. Energy Volleyball is seeking to obtain a liquor license for their events. The Owners submitted a liquor license application with the Village in October 2025. Fingerprints and background check are currently pending with the State of Illinois. CED conducted an inspection of the property yielding negative results.

**KEY ISSUES:**
The Village currently does not have a liquor license designated for sport dome facilities. If the ordinance is approved, the new license classification will allow sports domes to serve liquor within their premise for consumption on premise. Food offering will not be required. Consumption of alcohol will only be allowed inside sport dome facilities.

**ALTERNATIVES:**
Discretion of the Village Board.

**RECOMMENDATION:**
Staff recommends the approval of the proposed ordinance.

**BUDGET IMPACT:**
Net revenue of $2,500 annually.

**ACTION REQUIRED:**
Approval or Denial of the proposed ordinance.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Ordinance | 10/15/2025 | Cover Memo |

**Ordinance _____**

AN ORDINANCE AMENDING THE BENSENVILLE VILLAGE CODE
TITLE 3 – CHAPTER 3 – LIQUOR REGULATIONS –
CREATION OF CLASS L LIQUOR LICENSE – INDOOR SPORTS DOME FACILITY

**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 L license; the following language shall be inserted in lieu thereof:

"M. Class L:

1. Class L licenses shall authorize the retail sale of beer and wine beverages to its patrons for consumption within the sports dome facility. A sports dome Facility is defined as:

   **Sports Dome Facility**: A fully enclosed structure designed to host indoor sporting events, recreational activities, or entertainment functions.

2. The annual license fee for such Class L licenses shall be two thousand five hundred dollars ($2,500.00).

3. There shall be no more than one (1) Class L licenses issued and outstanding at any one time."

"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 E-1, E-2, H, J, K, K-1 and L 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 28th day October, 2025.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Ordinance | Corey Williamsen | Village Clerk's Office | October 28, 2025 |

**DESCRIPTION:**
Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Section 1-5-4 of Chapter Five of Title One of the Bensenville Village Code Regarding Board of Trustees Meeting Dates

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

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

**COMMITTEE ACTION:**
5-0; Unanimous

**DATE:**
October 21, 2025

**BACKGROUND:**
Annually, the Village of Bensenville creates a meeting schedule. The Corporate Authorities find and determine that it is necessary to amend the Village Code for the purpose to set forth the adoption of this Ordinance that will be presented this evening.

**KEY ISSUES:**
It has been determined that Section 1-5-4 of Chapter 5 of Title 1 of the Bensenville Village Code is amended by the Ordinance that will be presented this evening.

**ALTERNATIVES:**
Discretion of the Board.

**RECOMMENDATION:**
Staff is recommending approval of the Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Section 1-5-4 of Chapter Five of Title One of the Bensenville Village Code Regarding Board of Trustees Meeting Dates.

**BUDGET IMPACT:**
None

**ACTION REQUIRED:**
Approval of the Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Section 1-5-4 of Chapter Five of Title One of the Bensenville Village Code Regarding Board of Trustees Meeting Dates.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Ordinance | 10/15/2025 | Cover Memo |

**ORDINANCE NUMBER _____**

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS AMENDING SECTION 1-5-4 OF CHAPTER FIVE OF TITLE ONE OF THE BENSENVILLE VILLAGE CODE REGARDING BOARD OF TRUSTEES MEETING DATES**

---

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

**WHEREAS**, the Village President and Board of Trustees of the Village of Bensenville (the "*Corporate Authorities*") have the power and authority to amend the Bensenville Village Code as deemed necessary and advisable to protect the health, safety, and welfare of the residents of the Village; and

**WHEREAS**, the Corporate Authorities find that it is in the best interest of the health, safety, and welfare of the residents of the Village to provide for the regulations herein specified.

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

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

**Section 2**. The Corporate Authorities find and determine that it is necessary and desirable to amend the Bensenville Village Code for the purpose set forth herein and that the adoption of this Ordinance is in the best interests of the Village.

**Section 3**. Section 1-5-4 (*"Meetings of Village Board"*) of Chapter 5 (*"Village President and Board of Trustees"*) of Title 1 (*"Administrative"*) of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read as follows:

**1-5-4: MEETINGS OF VILLAGE BOARD:**

…

B. Regular Meetings:

1. Regular Board meetings of the President and Board of Trustees shall be held at six thirty o'clock (6:30) P.M., on ~~Tuesday, January 28, 2025; Tuesday, February 25, 2025; Tuesday, March 25, 2025; Tuesday April 29, 2025; Tuesday, May 20, 2025; Tuesday, June 10, 2025; Tuesday, June 24, 2025; Tuesday, July 29, 2025; Tuesday, August 26, 2025; Tuesday, September 30, 2025; Tuesday, October 28, 2025;~~ Tuesday, November 18, 2025; Tuesday, December 16, 2025; Tuesday, January 27, 2026; Tuesday, February 24, 2026; Tuesday, March 31, 2026; Tuesday, April 28, 2026; Tuesday, May 19, 2026; Tuesday, July 28, 2026; Tuesday, August 25, 2026; Tuesday, September 29, 2026; Tuesday, October 27, 2026; Tuesday, November 17, 2026 and Tuesday, December 15, 2026, or as designated by the Board of Trustees.

2. Meetings of the President and Board of Trustees sitting as a Committee of the Whole shall be held on ~~Tuesday, March 18, 2025; Tuesday, May 13, 2025; Tuesday, September 23, 2025 and Tuesday October 21, 2025~~ Tuesday, March 24, 2026; Tuesday, May 12, 2026; Tuesday, September 22, 2026 and Tuesday, October 20, 2026 at six thirty o'clock (6:30) P.M., or at the call of the President or any three (3) members of the Board of Trustees.

3. When any regular meeting date falls upon a legal holiday, such regular meeting shall be held on the day following said legal holiday. When any regular meeting date falls upon an election day, such regular meeting shall be held on the following Tuesday or as designated by the Board of Trustees.

…

**Section 4**. This Ordinance, and its parts, are declared to be severable and any section, paragraph, clause, provision, or portion of this Ordinance that is declared invalid shall not affect the validity of any other provision of this Ordinance, which shall remain in full force and effect.

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

**Section 6**. This Ordinance shall be in full force and effect upon its passage, approval and publication 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 28th day of October 2025, pursuant to a roll call vote, as follows:

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Resolution | M. Ribando | Village Manager's Office | October 28, 2025 |

**DESCRIPTION:**
Resolution Approving the 2026 Meeting Schedules for the Village of Bensenville

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

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

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

**COMMITTEE ACTION:** Unanimously Approved 5-0

**DATE:** 10/21/25

**BACKGROUND:**
The annual meeting schedules for the Village Board and the Committee of the Whole need to be approved by the Village Board prior to the commencement of the 2026 calendar year. The proposed schedules are attached. These schedules are consistent with those approved for previous years by the Village Board.

The 2026 Community Development Commission (CDC) Meeting schedule is also attached for review and consideration.

**KEY ISSUES:**
Pursuant to the Open Meetings Act, these schedules establish a regular monthly meeting schedule for the Village Board and the Committee of the Whole meetings while providing flexibility to respond to mission critical or other time sensitive matters.

The following are dates worth noting:

- All twelve months have one Board Meeting.
- The Committee of the Whole Meetings will be held in the months of March, May, September and October unless otherwise noted.
- The CDC Meeting schedule is reflected to establish a monthly meeting on the first Tuesday of every month unless otherwise noted.

**ALTERNATIVES:**

- Discretion of the Board.

**RECOMMENDATION:**
Staff recommends approval of the Resolution approving the Village of Bensenville meeting schedules for 2026.

**BUDGET IMPACT:**
N/A.

**ACTION REQUIRED:**
Approval of the Resolution approving the 2026 Village of Bensenville meeting schedules.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Resolution Approving 2026 Meeting Schedules | 10/15/2025 | Cover Memo |

| | | |
|---|---|---|
| Board Schedule 2026 | 10/15/2025 | Cover Memo |
| Committee of the Whole Schedule 2026 | 10/15/2025 | Cover Memo |
| CDC Schedule 2026 | 10/16/2025 | Cover Memo |

**RESOLUTION NO. _____**

**RESOLUTION APPROVING THE MEETING SCHEDULES FOR THE VILLAGE BOARD AND THE COMMITTEE OF THE WHOLE FOR THE 2026 CALENDAR YEAR**

WHEREAS, the Village of Bensenville, is a unit of local government in the State of Illinois; and

WHEREAS, the Village is subject to the Illinois Open Meetings Act, 5 ILCS 120/1 *et seq.;* and

WHEREAS, pursuant to Section 120/2.03 of the Illinois Open Meetings Act, the Village Board provides for the adoption of an annual schedule of meetings of the Village Board and the Committee of the Whole; and

WHEREAS, the Village Board has reviewed schedules for its Board meetings and Committee of the Whole Meetings for the calendar year 2026, both of which schedules are attached hereto and incorporated herein by reference as Exhibit "A."

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: That the meeting schedules for the Village Board and the Committee of the Whole for calendar year 2026 as set forth in Exhibit "A," is hereby approved.

SECTION THREE The Village Clerk is hereby directed to post the notice of the calendar of meetings for both the Village Board and the Committee of the Whole for the year 2026 in a prominent location at Village Hall, and, further to provide a copy of this Resolution with Exhibit "A" attached hereto to those news mediate which have filed an annual

request for notice as provided in paragraph (b) of Section 2.02 of the Illinois Open Meetings Act.

SECTION FOUR: This Resolution shall take effect no sooner than 10 days after notice by publication has been given as set forth herein.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 28th day of October, 2026.

APPROVED:

_____

Frank DeSimone, Village President

ATTEST:

_____

Nancy Quinn, Village Clerk

Ayes: _____

Nays: _____

Absent: _____

# Village of Bensenville

## Board of Trustees Meeting Schedule

## Calendar Year 2026

**The Board meeting schedule for Calendar Year 2026 is hereby established to provide for regular Board of Trustee meetings on the dates listed below. Unless indicated otherwise, all regular Board of Trustee meetings shall be held in the Board Room at 12 South Center Street, Bensenville, IL and shall commence at 6:30 p.m. on a specific Tuesday of each month.**

**January 27, 2026**

**February 24, 2026**

**March 31, 2026**

**April 28, 2026**

**May 19, 2026**

**June 16, 2026**

**July 28, 2026**

**August 25, 2026**

**September 29, 2026**

**October 27, 2026**

**November 17, 2026**

**December 15, 2026**

# Village of Bensenville

## Village Board Schedule for the Committee of the Whole

## Calendar Year 2026

**The following is the 2025 Committee of the Whole schedule. This schedule is hereby established to provide for the regular Committee of the Whole meetings on the dates listed below. Unless otherwise indicated, all regular meetings begin at 6:30 p.m. on specific Tuesdays of the month. All committee meetings will be held at 6:30p.m. unless indicated otherwise. All regular and special Committee of the Whole meetings shall be held in the upstairs Board Room at 12 South Center Street, Bensenville, IL.**

**March 24, 2026**

**May 12, 2026**

**September 22, 2026**

**October 20, 2026**

# Village of Bensenville

## CDC Meeting Schedule

## Calendar Year 2026

**The Community Development Commission meeting schedule for Calendar Year 2025 is hereby established to provide for regular CDC Meetings on the dates listed below. Unless indicated otherwise, all regular meetings shall be held in the Board Room at 12 South Center Street, Bensenville, IL and shall commence at 6:30 p.m. on the first Tuesday of each month.**

| |
|---|
| 01.06.26 |
| 02.03.26 |
| 03.03.26 |
| 04.07.26 |
| 05.05.26 |
| 06.02.26 |
| 07.07.26 |
| 08.04.26 |
| 09.01.26 |
| 10.06.26 |
| 11.10.26 |
| 12.01.26 |

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Resolution | Joe Caracci | Public Works | October 28, 2025 |

## DESCRIPTION:

Resolution Authorizing the Execution of a Three Party Agreement Between the Village of Bensenville, Fenton Community High School District 100, and the Illinois Commerce Commission (ICC) Regarding Construction and Maintenance of a Trespass Control Fence

## *SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*

| | | | |
|---|---|---|---|
| X | ***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:

Committee of the Whole (Unanimously approved 5-0)

## DATE:

October 21, 2025

## BACKGROUND:

Fenton High School has been working for years to try to secure funding for the installation of a security fence (trespass prevention fence) along the Metra and CPKC railroad tracks. The proposed fencing is intended to channelize pedestrians to the nearest designated public pedestrian crossing at IL-83. The security fence will be an eight foot (8') tall black powder-coated chain link fence approximately 1,700 feet long and will run from IL83 to Green Street.

Recently, the Village and District were informed that the Illinois Commerce Commission (ICC) would fund the fence installation through the Grade Crossing Protection Fund (GCPF). The grant amount is $115,300, which is intended to fund 100% of the purchase and installation of the fence. The funding would need to go through the Village as it is managed through IDOT. In essence, the Village will be sponsoring the project on behalf of the School District.

## KEY ISSUES:

In order to formalize the ICC Agreement, all three Parties must execute the Agreement.

This Agreement will be presented to the School District Board for execution at their October 22, 2025 Meeting.

## ALTERNATIVES:

Discretion of Village Board

## RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing the Execution of an Intergovernmental Agreement (IGA) Between the Village of Bensenville and Fenton Community High School District 100 Regarding Construction and Maintenance of a Trespass Control Fence

## BUDGET IMPACT:

There is no overall financial impact to the Village. The Village will need to pay for the purchase and installation of the fence, however, will be reimbursed through the GCPF Program. Any additional costs above the grant amount will be reimbursed by the School District.

## ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of an Intergovernmental Agreement (IGA) Between the Village of Bensenville and Fenton Community High School District 100 Regarding Construction and Maintenance of a Trespass Control Fence

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| RES - ICC Stipulated Agreement 2400 | 10/14/2025 | Resolution Letter |
| Agreement - Fenton signed | 10/23/2025 | Backup Material |

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A THREE PARTY STIPULATED AGREEMENT BETWEEN THE VILLAGE OF BENSENVILLE, FENTON COMMUNITY HIGH SCHOOL DISTRICT 100, AND THE ILLINOIS COMMERCE COMMISSION (ICC) REGARDING CONSTRUCTION AND MAINTENANCE OF A TRESPASS CONTROL FENCE**

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq*., authorize municipalities, school districts and other units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, and to use their credit, revenues and other reserves to pay costs related to intergovernmental activities; and

WHEREAS, the PARTIES, in order to channelize pedestrians using the District athletic fields to the nearest designated public pedestrian crossing at Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois, the PARTIES seek to place and permanently maintain trespass prevention fencing on DISTRICT property, generally parallel to the Metra and CPKC tracks, without entering railroad property; and

WHEREAS, the VILLAGE obtained assistance from the Grade Crossing Protection Fund (the "GCPF") for this purpose, as documented in Illinois Commerce Commission Stipulated Agreement 2400; and

WHEREAS, the Illinois Commerce Commission Stipulated Agreement 2400 is attached to this Resolution as Exhibit A, and

WHEREAS, in order to formalize the ICC Agreement, all three Parties must execute the Agreement, and

WHEREAS, it is in the best interests of the PARTIES to enter into this Agreement.

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 THREE: The Village Board authorizes and approves this Resolution Authorizing the Execution of a Three Party Stipulated Agreement Between the Village of Bensenville, Fenton Community High School District 100, and the Illinois Commerce Commission (ICC) Regarding Construction and Maintenance of a Trespass Control Fence.

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

SECTION SIX: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 28, 2025.

APPROVED:

_____

Frank DeSimone, Village President

ATTEST:

_____

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

**EXHIBIT A**

ICC Stipulated Agreement 2400

# STATE OF ILLINOIS

# ILLINOIS COMMERCE COMMISSION
# TRANSPORTATION BUREAU / RAIL SAFETY SECTION

*Brian Vercruysse* *Rail Safety Program Administrator*

October 3, 2025

Mr. Frank DeSimone, President
Village of Bensenville
Attn: Joseph Caracci, Dir. Pub. Works
12 S. Center Street
Bensenville, IL 60106
jcaracci@bensenville.il.us

Mr. Bill Pearsall, P.E.
Bureau of Safety Programs & Engineering
Illinois Department of Transportation
2300 S. Dirksen Parkway, Rom 205
Springfield, IL 62764
william.pearsall@illinois.gov

Mr. Sam Bentsen, Ed.D., Superintendent
Fenton Comm. High School District 100
1000 W. Green Street
Bensenville, IL 60106
(630) 860-6284
bentsen@fenton100.org

Dear Gentlemen:

Enclosed are copies of Stipulated Agreement 2400 concerning allocation of Grade Crossing Protection Fund (GCPF) assistance for the Village of Bensenville, in association with Fenton Community High School District 100 (FCHS), to place and permanently maintain trespass prevention fencing on FCHS property, generally parallel to the Metra and CPKC tracks, without entering railroad property. The proposed fencing would be placed forty (40) feet or more from the nearest rail of the nearest track for an approximate distance of 1700 feet. The fencing is intended to channelize pedestrians using the FCHS athletic fields to the nearest designated public pedestrian crossing at Busse Road/Kingery Expressway (**AAR/DOT #372175E, railroad milepost 18.11-C**) in Bensenville, DuPage County, Illinois.

In accordance with the provisions of the Commission's Recommended Procedures for Initiation and Execution of the Stipulated Agreement, all parties must sign the Execution Page of the agreement within 60 days from the date of mailing and return it to our office or the terms of the Agreement shall be renegotiated or declared void.

Please read the entire Agreement before execution. The Village must review, revise (if necessary), and return the Project Manager Information portion of the Project Status Report sheets, attached to the Stipulated Agreement as Exhibit C.

We urge all parties to act expeditiously in executing the agreement. If you have any questions, or needadditional information, please contact Aisha Jackson, Railroad Safety Specialist, at (773) 762-9535 or aisha.jackson@illinois.gov.

Very truly yours,

Brian
Vercruysse
Rail Safety Program Administrator

Enclosure

cc:

Kyle Spree, CPKC Railway
kyle.spree@cpkcr.com

Steve Cork, Metra/NIRC
scork@metrarr.com

**STATE OF ILLINOIS**
**ILLINOIS COMMERCE COMMISSION**
**STIPULATED AGREEMENT 2400**

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission ("Commission"), the Village of Bensenville ("Village"), Fenton Community High School District 100 ("FCHS"), and the State of Illinois, Department of Transportation ("Department" or "IDOT")

**WITNESSETH:**

WHEREAS, it has come to the attention of the Commission through a joint Village/FHCS request for assistance from the Grade Crossing Protection Fund (GCPF), that GCPF assistance should be provided for the Village of Bensenville, in association with FCHS, to place and permanently maintain trespass prevention fencing on FCHS property, generally parallel to the Metra and CPKC tracks, without entering railroad property. The proposed fencing would be placed forty (40) feet or more from the nearest rail of the nearest track for an approximate distance of 1700 feet. The fencing is intended to channelize pedestrians using the FCHS athletic fields to the nearest designated public pedestrian crossing at Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois, and;

WHEREAS, proper investigation has been made of the circumstances surrounding the subject crossing by a representative of the Commission's Transportation Division Railroad Section; and

WHEREAS, the physical aspects, including layout of the fence and other pertinent information from is shown on Exhibit A, attached to this Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish proposed improvements to the crossing upon determination of the Commission by Order.

WHEREAS, funding is now needed from the GCPF for reimbursing the Village's costs of installing the Trespass Prevention Fencing.

NOW, THEREFORE in consideration of the promises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law, authorizing funding for trespass mitigation, and that the cost for the work be divided among the parties according to law, and that in the interest of the traveling public the GCPF should be required to bear a substantialportion of the cost; To Wit the parties agree as follows:

Section 1 All work encompassed by this Agreement shall be done in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the following is required in the interest of public safety at the aforesaid crossing:

(a) Install/cause to be installed and thereafter maintain/cause to be maintained Trespass Prevention Fencing at locations as shown on Exhibit A, attached hereto and incorporated herein, by the Village.

Section 3 The Village and FCHS have included a cost estimate for constructing the fencing, in the amount of $115,300, which may be required by Commission Order (Exhibit B).

Section 4 The Village shall upon Order, according to the requirements contained therein, proceed toward the completion of tasks with its own forces or appropriate contracted services and agrees that an appropriate time for the completion of the proposed fencing should be six (6) months from the date of a Commission Order approving this agreement.

Section 5 The parties agree that an equitable division of cost for the proposed Land Acquisition and Preliminary Engineering is as follows:

**- COST DIVISION TABLE -**

| IMPROVEMENT | EST. COST | GCPF | VILLAGE |
|---|---|---|---|
| Install/cause to be installed Trespass Prevention Fencing at locations as shown on Exhibit A, | $115,300 | (100%) $115,300 | $0 |
| **TOTALS** | **$115,300** | **$115,300[1]** | **$0[2,3]** |

Notes:

[1] Total GCPF payment not to exceed $115,300 unless a Supplemental Commission Order approving overruns is Petitioned by the Village and approved by the Commission;

[2] The Village shall be responsible for the costs and performance of future maintenance of the fencing, either with its own forces or through a separate agreement with FCHS

[3] Any further GCPF will require submittal of documentation and evidence to support additional costs.

[4] **To be eligible for GCPF reimbursement, all steel products will require certification of being made in the USA, via IDOT's normal MFT expenditures approval process.**

Section 6 The Village is financially able and willing to assume the responsibility for costs exceeding the GCPF not-to-exceed contribution limits listed in the cost division table, should said costs not be approved by a Supplemental Order of the Commission.

Section 7 The CPKC and Metra/NIRC are not required or included as party(s) to this agreement as no entry onto either Railroad's property is involved; however, the Village/its consultant shall obtain each railroad's permission via each railroad's right-of-entry process if ever needing to enter the railroad right(s)-of-way. The appropriate railroad right-of-entry contacts and addresses for coordination can be obtained from each Railroad's Public Projects Manual online or by contacting Staff of the Commission's Railroad Safety Section at (217) 782-7660.

The Village shall complete and submit to the Project Manager information portion of the Project Status Report sheet, attached as Exhibit C, along with the executed agreement.

The Village shall, at three (3) month intervals from the date of the Commission Order approving this Agreement, or any Supplemental Order(s) issued for the project, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a Project Status Report, attached as Exhibit C, regarding the progress it has made toward completion of the work required by this Agreement. Each Project Status Report shall include the Commission Order's docket number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the Village Project Manager.

All bills for work specified in Section 2 and Section 5 of this Agreement authorized for reimbursement from the GCPF, shall be submitted to: Engineer of Local Roads and Streets, Illinois Department of Transportation, Region 1, District 1, 201 West Center Court, Schaumburg, IL 60196-1096.

All bills shall meet the minimum documentation requirements set forth in Section 8 of this Agreement. All bills will be paid in accordance with the State Prompt Payment Act as currently enacted (Illinois Compiled Statutes, 30 ILCS 540/).

Section 8 Billing - For all work specified in this Agreement, and authorized by an Order of the Commission, the Village shall assure that sufficient documentation for all bills is made available to the Department. The Village shall also be responsible for obtaining sufficient documentation from the respective railroads for any railroad flagging charges. The minimum documentation that must be made available is outlined on the following page:

a) Labor Charges (including additives) - Copies of employee work hours charged to the project.
b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; and the number of hours the equipment was used on the project.
c) Material - An itemized list of all materials purchased and installed at the crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
d) Engineering - Copies of employee work hours charged to the project.
e) Supervision - Copies of employee work hours charged to the project.
f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.
g) Service Dates - Invoice shall include the beginning and ending date of the work accomplished for the invoice.
h) Final or Progressive - Each invoice shall be marked as a Progressive or a Final Invoice, as applicable.
i) Reference Numbers - Each invoice shall include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
j) Locations - Each invoice shall show the location, with the street name and AAR/DOT crossing inventory number.
k) Travel – Each invoice shall include copies of all costs incurred, such as lodging, meals, per diem, rates and totals. Rail carriers shall provide an electronic copy of its current Rail Carrier Travel Policy. Reimbursement of travel costs shall be in accordance with State of Illinois travel regulations under 80 Illinois Administrative Code part 3000 and appendices. Any proposal or attempt to use an alternative travel reimbursement method must be reviewed and approved by IDOT prior to travel.

Reimbursement of railroad labor additives (for Railroad Force Account and Railroad Flagging) will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and the public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and the Federal Highway Administration. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles, are not eligible for reimbursement on this project. Surcharges will be subject to review and approval by IDOT;

The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for the project. The final invoice for expenditures from each party shall be clearly marked "Final Invoice". The Department shall not obligate any assistance from the GCPF for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12th month from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for this project, conduct a review to determine if any unused assistance from the GCPF should be de-obligated. Upon completion of the review, the Commission shall notify the Department to de-obligate all residual funds accountable for installation costs for this project. Notification may be by regular mail, electronic mail, fax, or phone.

Section 9 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days, accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this 3rd day of October 2025.

Brian Vercruysse

Brian Vercruysse, P.E.
Rail Safety Program Administrator

Illinois Commerce Commission Stipulated Agreement 2400, executed by Commission Staff on October 3, 2025, concerning the installation of trespass mitigation fencing along Fenton Community High School's border with the Northeast Illinois Regional Commuter District tracks, starting near the highway-rail grade crossings of Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois.

Executed by the Village of Bensenville this _____ day of _____ 2025.

VILLAGE OF BENSENVILLE

By: _____

Illinois Commerce Commission Stipulated Agreement 2400, executed by Commission Staff on October 3, 2025, concerning the installation of trespass mitigation fencing along Fenton Community High School's border with the Northeast Illinois Regional Commuter District tracks, starting near the highway-rail grade crossings of Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois.

Executed by Fenton Community High School District 100 this _____ day of _____ 2025.

FENTON COMMUNITY HIGH SCHOOL DISTRICT 100

By: _____

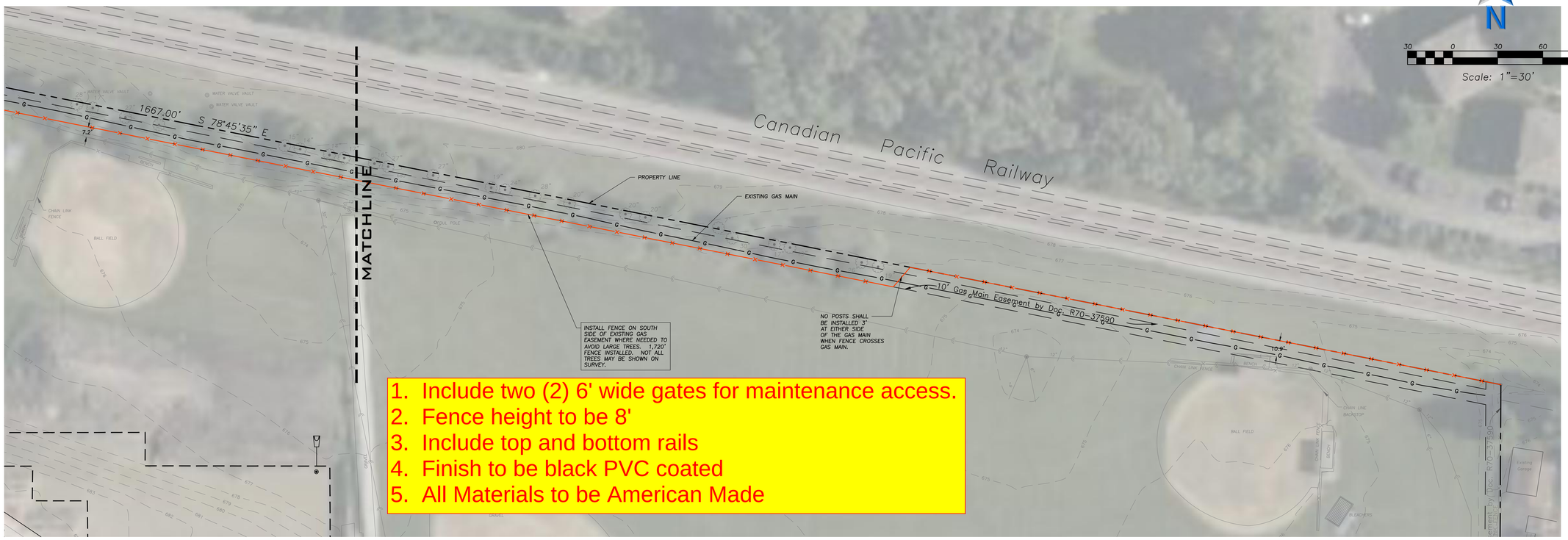
Illinois Commerce Commission Stipulated Agreement 2400, executed by Commission Staff on October 3, 2025, concerning the installation of trespass mitigation fencing along Fenton Community High School's border with the Northeast Illinois Regional Commuter District tracks, starting near the highway-rail grade crossings of Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois.

Executed by the Illinois Department of Transportation this _____ day of _____ 2025.

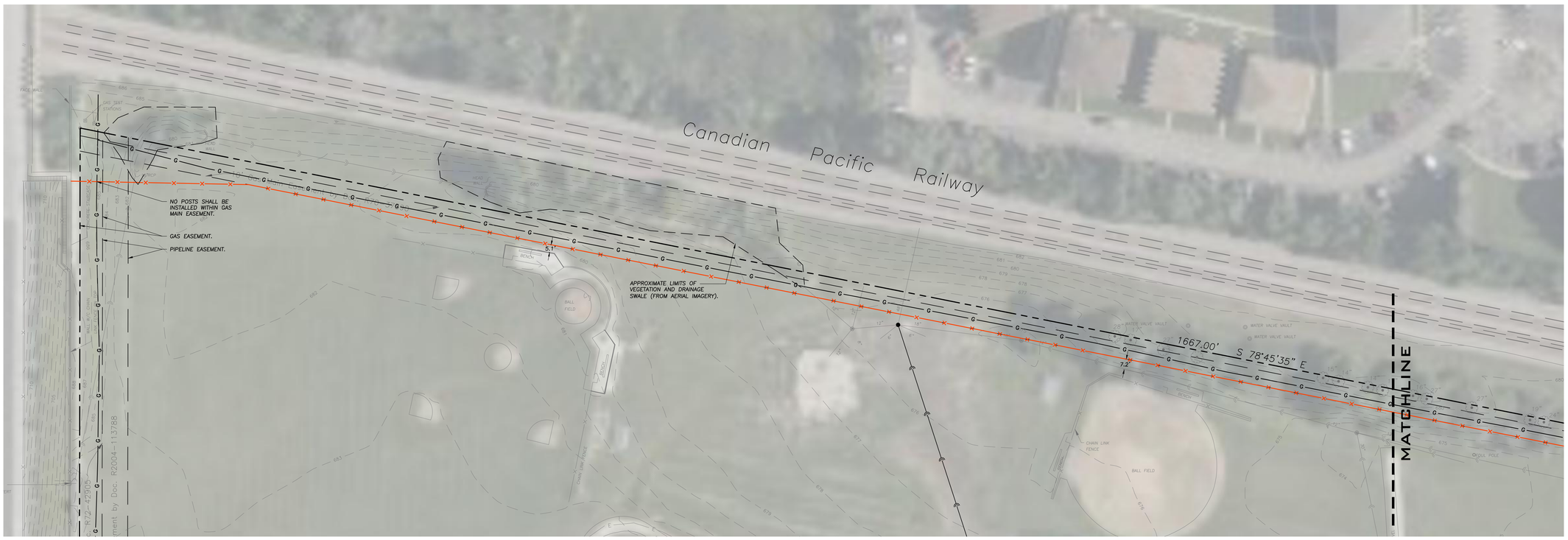
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____

 Location Map




EAST PLAN VIEW




WEST PLAN VIEW

## FENCE INSTALLATION NOTES

1. *No Posts Shall Be Installed Within Utility Easements.*
2. *Exact Tree and Drainage Swales to be Verified In Field to Determine Exact Fence Location.*
3. *Fence Shall Not Run Within 3' Parallel To A Utility Main.*

Actual size to read at scale
2 IN
1 IN
0 IN

STR

ARCHITECTS:

STR Partners, LLC
350 West Ontario Street | Suite 200
Chicago, IL 60654

T: 312.464.1444
www.strpartners.com

- CIVIL ENGINEERING:
  Eriksson Engineering
  135 S Jefferson St, Suite 135
  Chicago, IL 60661
  (312) 463-0551
- LANDSCAPE ARCHITECTURE:
  Eriksson Engineering
  135 S Jefferson St, Suite 135
  Chicago, IL 60661
  (312) 463-0551
- STRUCTURAL ENGINEERING:
  C.E. Anderson & Associates
  175 N. Franklin St.
  Chicago, IL. 60606
  (312) 750-1701
- CONSTRUCTION MANAGER:
  Gilbane Building Company
  123 Wacker Dr. 26th Floor
  Chicago, IL. 60606

KEY PLAN

SCOPE DOCUMENT

This drawing is one drawing within a complete set of documents and shall not be considered separately from the Drawings as a whole. The Drawings indicate the general scope of the project in terms of architectural design concept, the dimensions of the building, the major architectural elements and the type of structural, mechanical, and electrical systems. As Scope Documents, the Drawings do not necessarily indicate or describe all work required for full performance and completion of the requirements of the Construction Documents. On the basis of the general scope indicated or described, the Contractor shall furnish all items required for the proper execution and completion of the Work.

Copyright Notice, Copyright © 2023 STR PARTNERS, LLC
The information in this document is the intellectual property of STR Partners, LLC. It is intended solely for use by the "Client" during only this specific project. Reproduction of any portion of this document for any purpose other than for its intended use is not permitted without specific written permission of STR Partners, LLC.

PROJECT

**FENTON HIGH SCHOOL - STORM WATER ENABLING AND STADIUM RENOVATION**
1000 W. Green St.
Bensenville, IL 60106

**FENTON COMMUNITY HIGH SCHOOL DISTRICT 100**
1000 W. GREEN ST.
BENSENVILLE, IL 60106

CLIENT PROJECT NUMBER

STR PROJECT NUMBER
**22082**

DRAWING DATES

| NUMBER | DATE | COMMENTS |
|---|---|---|
| 1 | 02/03/2025 | ISSUE FOR REVIEW |

DRAWING TITLE

FENCE EXHIBIT

SHEET NUMBER

EX

1947-2025 78 YEARS OF QUALITY & SERVICE

# MIDWEST FENCE Corporation

FENCE & GUARD RAIL CONTRACTORS
900 N. KEDZIE AVENUE • CHICAGO, IL 60651 4187
TEL 773 / 722-6616 • FAX 773 / 722-6626

May 06, 2025

| TO | SITE / SHIP TO |
|---|---|
| GILBANE BUILDING COMPANY | FENTON HIGH SCHOOL |
| 123 NORTH WACKER DRIVE | 1000 W GREEN STREET |
| CHICAGO IL 60606 | BENSENVILLE IL |
| **ATTN:** SOFIA LOPEZ ESTRADA | **ATTN:** |
| **EMAIL:** slopez@gilbaneco.com | **EMAIL:** |
| **PHONE:** 773 397 4862 **EXT:** | **PHONE:** **EXT:** |
| **CELL:** **FAX:** | **CELL** **FAX:** |

***We*** propose to furnish and install the following which upon acceptance by you of this proposal are agreed to and accepted by you:

| STYLE | PIPE WGT | HGT OA | MESH & GA | COAT | SELVAGE TOP/BOT | POST SIZE | POST SPACE | TOP RAIL | BTM RAIL | BARBWIRE COAT/SPACE | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 420 | WT 40 | 8 | 2"x9 | BLK | K K | 2 1/2" | 10' | 1 5/8" | 1 5/8 | | |
| | | | | | | | | | | | |

**8' TALL CHAINLINK FENCE RAILROAD**

| | | | |
|---|---|---|---|
| 1677' | LINEAL FEET | COMPLETE FENCE 8' FABRIC WITH TOP AND BOTTOM RAILS | |
| 2 | DRIVE GATE | 1 5/8" | O.D. FRAME 6' WIDE WITH PROVISONS FOR PADLOCKING |
| 2 | END POSTS | 3" | O.D.SET IN 12" X 36" DEEP CONCRETE FOOTINGS |
| 3 | CORNER POSTS | 3" | O.D.SET IN 12" X 48" DEEP CONCRETE FOOTINGS |
| 2 | GATE POSTS | 3" | O.D. SET IN 12" X 48" DEEP CONCRETE FOOTINGS |
| 167 | LINE POSTS | 2 1/2" | O.D.SET IN 12" X 48" DEEP CONCRETE FOOTINGS |

**FOR THE SUM OF $ 115,300.00**

**EXCLUSIONS**
PERMITS
LOCATION OF ALL UTILITIES NOT SIGNATORY TO J.U.L.I.E. / DIGGER

**NOTES**

**ESTIMATE IS BASED ON HAVING WORK AREA CLEAR PRIOR TO START OF WORK.**

**MUST HAVE ACCESS WITH EQUIPMENT & VEHICLES FOR MATERIAL DISTRIBUTION AND INSTALLATION.**

PRICES ARE F.O.B. JOBSITE.
TERMS NET: 10 DAYS UPON COMPLETION

ACCEPTED: _____
BY: _____
DATE: _____

**INSURANCE LIMITS ATTACHED**

MIDWEST FENCE CORPORATION

BY: William T Draganowski

BILL DRAGANOWSKI

file: s:\proposal\wtd\gilban17.docx

**ILLINOIS COMMERCE COMMISSION**
**TRANSPORTATION BUREAU / RAIL SAFETY SECTION**

# PROJECT STATUS REPORT:

**TYPE:** (CHECK ONE)

| | |
|---|---|
| PROGRESS | |
| COMPLETION | |

| | |
|---|---|
| DATE | |

**PROJECT INFORMATION:**

| | |
|---|---|
| Reporting Party: | Village of Bensenville |
| Docket/Order #; Date: | |
| Status Report (s) Due: | |
| Ordered Completion Date: | |
| Completion Report Due: | |
| AAR/DOT#, Milepost: | AAR/DOT #372175E, railroad milepost 18.11-C |
| Street, (in/near) City, County: | Bensenville, DuPage County |
| Railroad Company: | |

**PROJECT MANAGER INFORMATION:**

| | |
|---|---|
| Name: | Gilbane Building Company |
| Title: | |
| Representing: | Fenton High School |
| Street Address: | 123 North Wacker Drive |
| City, State, Zip: | Chicago, IL 60606 |
| Office Phone: | (773) 397-4862 |
| Office Fax: | |
| Cellular Phone: | |
| E-Mail Address: | Slopez@gilbaneco.com |

**DESCRIPTION OF IMPROVEMENT(S) ORDERED:**

**STATUS OF WORK:**

# ILLINOIS COMMERCE COMMISSION
# TRANSPORTATION BUREAU / RAIL SAFETY SECTION

Mail directed to the **Rail Safety Section** or the **Director of Processing and Information**, Transportation Bureau of the Commission should be addressed to:

Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, IL 62701-1827

If you have questions contact: Aisha Jackson, Railroad Safety Specialist
Phone: (773) 762-9535
Email: aisha.jackson@illinois.gov

The billing address for **G**rade **C**rossing **P**rotection **F**und reimbursement is:

Illinois Department of Transportation
Region 1 Engineer, District 1
Engineer of Roads & Streets
201 W. Center Court
Schaumburg, IL 60196

# STATE OF ILLINOIS

## ILLINOIS COMMERCE COMMISSION
## TRANSPORTATION BUREAU / RAIL SAFETY SECTION

*Brian Vercruysse* — *Rail Safety Program Administrator*

October 3, 2025

Mr. Frank DeSimone, President
Village of Bensenville
Attn: Joseph Caracci, Dir. Pub. Works
12 S. Center Street
Bensenville, IL 60106
jcaracci@bensenville.il.us

Mr. Bill Pearsall, P.E.
Bureau of Safety Programs & Engineering
Illinois Department of Transportation
2300 S. Dirksen Parkway, Rom 205
Springfield, IL 62764
william.pearsall@illinois.gov

Mr. Sam Bentsen, Ed.D., Superintendent
Fenton Comm. High School District 100
1000 W. Green Street
Bensenville, IL 60106
(630) 860-6284
bentsen@fenton100.org

Dear Gentlemen:

Enclosed are copies of Stipulated Agreement 2400 concerning allocation of Grade Crossing Protection Fund (GCPF) assistance for the Village of Bensenville, in association with Fenton Community High School District 100 (FCHS), to place and permanently maintain trespass prevention fencing on FCHS property, generally parallel to the Metra and CPKC tracks, without entering railroad property. The proposed fencing would be placed forty (40) feet or more from the nearest rail of the nearest track for an approximate distance of 1700 feet. The fencing is intended to channelize pedestrians using the FCHS athletic fields to the nearest designated public pedestrian crossing at Busse Road/Kingery Expressway (**AAR/DOT #372175E, railroad milepost 18.11-C**) in Bensenville, DuPage County, Illinois.

In accordance with the provisions of the Commission's Recommended Procedures for Initiation and Execution of the Stipulated Agreement, all parties must sign the Execution Page of the agreement within 60 days from the date of mailing and return it to our office or the terms of the Agreement shall be renegotiated or declared void.

Please read the entire Agreement before execution. The Village must review, revise (if necessary), and return the Project Manager Information portion of the Project Status Report sheets, attached to the Stipulated Agreement as Exhibit C.

We urge all parties to act expeditiously in executing the agreement. If you have any questions, or needadditional information, please contact Aisha Jackson, Railroad Safety Specialist, at (773) 762-9535 or aisha.jackson@illinois.gov.

Very truly yours,

Brian Vercruysse

Brian
Vercruysse
Rail Safety Program Administrator

Enclosure

cc:

Kyle Spree, CPKC Railway
kyle.spree@cpkcr.com

Steve Cork, Metra/NIRC
scork@metrarr.com

**STATE OF ILLINOIS**
**ILLINOIS COMMERCE COMMISSION**
**STIPULATED AGREEMENT 2400**

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission ("Commission"), the Village of Bensenville ("Village"), Fenton Community High School District 100 ("FCHS"), and the State of Illinois, Department of Transportation ("Department" or "IDOT")

**WITNESSETH:**

WHEREAS, it has come to the attention of the Commission through a joint Village/FHCS request for assistance from the Grade Crossing Protection Fund (GCPF), that GCPF assistance should be provided for the Village of Bensenville, in association with FCHS, to place and permanently maintain trespass prevention fencing on FCHS property, generally parallel to the Metra and CPKC tracks, without entering railroad property. The proposed fencing would be placed forty (40) feet or more from the nearest rail of the nearest track for an approximate distance of 1700 feet. The fencing is intended to channelize pedestrians using the FCHS athletic fields to the nearest designated public pedestrian crossing at Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois, and;

WHEREAS, proper investigation has been made of the circumstances surrounding the subject crossing by a representative of the Commission's Transportation Division Railroad Section; and

WHEREAS, the physical aspects, including layout of the fence and other pertinent information from is shown on Exhibit A, attached to this Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish proposed improvements to the crossing upon determination of the Commission by Order.

WHEREAS, funding is now needed from the GCPF for reimbursing the Village's costs of installing the Trespass Prevention Fencing.

NOW, THEREFORE in consideration of the promises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law, authorizing funding for trespass mitigation, and that the cost for the work be divided among the parties according to law, and that in the interest of the traveling public the GCPF should be required to bear a substantialportion of the cost; To Wit the parties agree as follows:

Section 1 All work encompassed by this Agreement shall be done in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the following is required in the interest of public safety at the aforesaid crossing:

(a) Install/cause to be installed and thereafter maintain/cause to be maintained Trespass Prevention Fencing at locations as shown on Exhibit A, attached hereto and incorporated herein, by the Village.

Section 3 The Village and FCHS have included a cost estimate for constructing the fencing, in the amount of $115,300, which may be required by Commission Order (Exhibit B).

Section 4 The Village shall upon Order, according to the requirements contained therein, proceed toward the completion of tasks with its own forces or appropriate contracted services and agrees that an appropriate time for the completion of the proposed fencing should be six (6) months from the date of a Commission Order approving this agreement.

Section 5 The parties agree that an equitable division of cost for the proposed Land Acquisition and Preliminary Engineering is as follows:

**- COST DIVISION TABLE -**

| IMPROVEMENT | EST. COST | GCPF | VILLAGE |
|---|---|---|---|
| Install/cause to be installed Trespass Prevention Fencing at locations as shown on Exhibit A, | $115,300 | (100%) $115,300 | $0 |
| **TOTALS** | **$115,300** | **$115,300[1]** | **$0[2,3]** |

Notes:
[1] Total GCPF payment not to exceed $115,300 unless a Supplemental Commission Order approving overruns is Petitioned by the Village and approved by the Commission;
[2] The Village shall be responsible for the costs and performance of future maintenance of the fencing, either with its own forces or through a separate agreement with FCHS
[3] Any further GCPF will require submittal of documentation and evidence to support additional costs.
[4] **To be eligible for GCPF reimbursement, all steel products will require certification of being made in the USA, via IDOT's normal MFT expenditures approval process.**

Section 6 The Village is financially able and willing to assume the responsibility for costs exceeding the GCPF not-to-exceed contribution limits listed in the cost division table, should said costs not be approved by a Supplemental Order of the Commission.

Section 7 The CPKC and Metra/NIRC are not required or included as party(s) to this agreement as no entry onto either Railroad's property is involved; however, the Village/its consultant shall obtain each railroad's permission via each railroad's right-of-entry process if ever needing to enter the railroad right(s)-of-way. The appropriate railroad right-of-entry contacts and addresses for coordination can be obtained from each Railroad's Public Projects Manual online or by contacting Staff of the Commission's Railroad Safety Section at (217) 782-7660.

The Village shall complete and submit to the Project Manager information portion of the Project Status Report sheet, attached as Exhibit C, along with the executed agreement.

The Village shall, at three (3) month intervals from the date of the Commission Order approvingthis Agreement, or any Supplemental Order(s) issued for the project, submit to the Directorof Processing and Information, Transportation Bureau of the Commission, a Project StatusReport, attached as Exhibit C, regarding the progress it has made toward completion of thework required by this Agreement. Each Project Status Report shall include the CommissionOrder's docket number, the Order date, the project completion date as noted in the Order,crossing information (inventory number and railroad milepost), type of improvement, and thename, title, mailing address, phone number, facsimile number, and electronic mailing address of the Village Project Manager.

All bills for work specified in Section 2 and Section 5 of this Agreement authorized for reimbursement from the GCPF, shall be submitted to: Engineer of Local Roads and Streets, Illinois Department of Transportation, Region 1, District 1, 201 West Center Court, Schaumburg, IL 60196-1096.

All bills shall meet the minimum documentation requirements set forth in Section 8 of this Agreement. All bills will be paid in accordance with the State Prompt Payment Act as currently enacted (Illinois Compiled Statutes, 30 ILCS 540/).

Section 8 Billing - For all work specified in this Agreement, and authorized by an Order of the Commission, the Village shall assure that sufficient documentation for all bills is made available to the Department. The Village shall also be responsible for obtaining sufficient documentation from the respective railroads for any railroad flagging charges. The minimum documentation that must be made available is outlined on the following page:

a) Labor Charges (including additives) - Copies of employee work hours charged to the project.
b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; and the number of hours the equipment was used on the project.
c) Material - An itemized list of all materials purchased and installed at the crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
d) Engineering - Copies of employee work hours charged to the project.
e) Supervision - Copies of employee work hours charged to the project.
f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.
g) Service Dates - Invoice shall include the beginning and ending date of the work accomplished for the invoice.
h) Final or Progressive - Each invoice shall be marked as a Progressive or a Final Invoice, as applicable.
i) Reference Numbers - Each invoice shall include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
j) Locations - Each invoice shall show the location, with the street name and AAR/DOT crossing inventory number.
k) Travel – Each invoice shall include copies of all costs incurred, such as lodging, meals, per diem, rates and totals. Rail carriers shall provide an electronic copy of its current Rail Carrier Travel Policy. Reimbursement of travel costs shall be in accordance with State of Illinois travel regulations under 80 Illinois Administrative Code part 3000 and appendices. Any proposal or attempt to use an alternative travel reimbursement method must be reviewed and approved by IDOT prior to travel.

Reimbursement of railroad labor additives (for Railroad Force Account and Railroad Flagging) will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and the public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and the Federal Highway Administration. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles, are not eligible for reimbursement on this project. Surcharges will be subject to review and approval by IDOT;

The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for the project. The final invoice for expenditures from each party shall be clearly marked "Final Invoice". The Department shall not obligate any assistance from the GCPF for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12th month from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for this project, conduct a review to determine if any unused assistance from the GCPF should be de-obligated. Upon completion of the review, the Commission shall notify the Department to de-obligate all residual funds accountable for installation costs for this project. Notification may be by regular mail, electronic mail, fax, or phone.

Section 9 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days, accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this 3rd day of October 2025.

Brian Vercruysse

Brian Vercruysse, P.E.
Rail Safety Program Administrator

Illinois Commerce Commission Stipulated Agreement 2400, executed by Commission Staff on October 3, 2025, concerning the installation of trespass mitigation fencing along Fenton Community High School's border with the Northeast Illinois Regional Commuter District tracks, starting near the highway-rail grade crossings of Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois.

Executed by the Village of Bensenville this _____ day of _____ 2025.

VILLAGE OF BENSENVILLE

By: _____

Illinois Commerce Commission Stipulated Agreement 2400, executed by Commission Staff on October 3, 2025, concerning the installation of trespass mitigation fencing along Fenton Community High School's border with the Northeast Illinois Regional Commuter District tracks, starting near the highway-rail grade crossings of Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois.

Executed by Fenton Community High School District 100 this _____ day of _____ 2025.

FENTON COMMUNITY HIGH SCHOOL DISTRICT 100

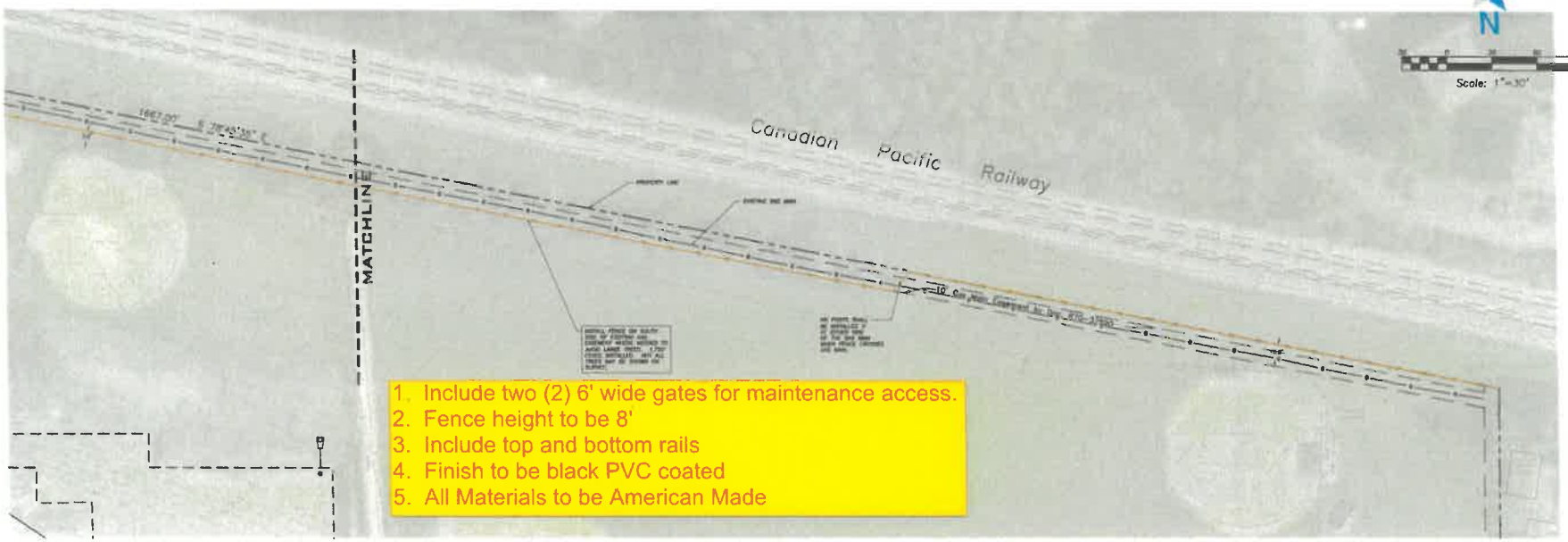
By: _____

Illinois Commerce Commission Stipulated Agreement 2400, executed by Commission Staff on October 3, 2025, concerning the installation of trespass mitigation fencing along Fenton Community High School's border with the Northeast Illinois Regional Commuter District tracks, starting near the highway-rail grade crossings of Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois.

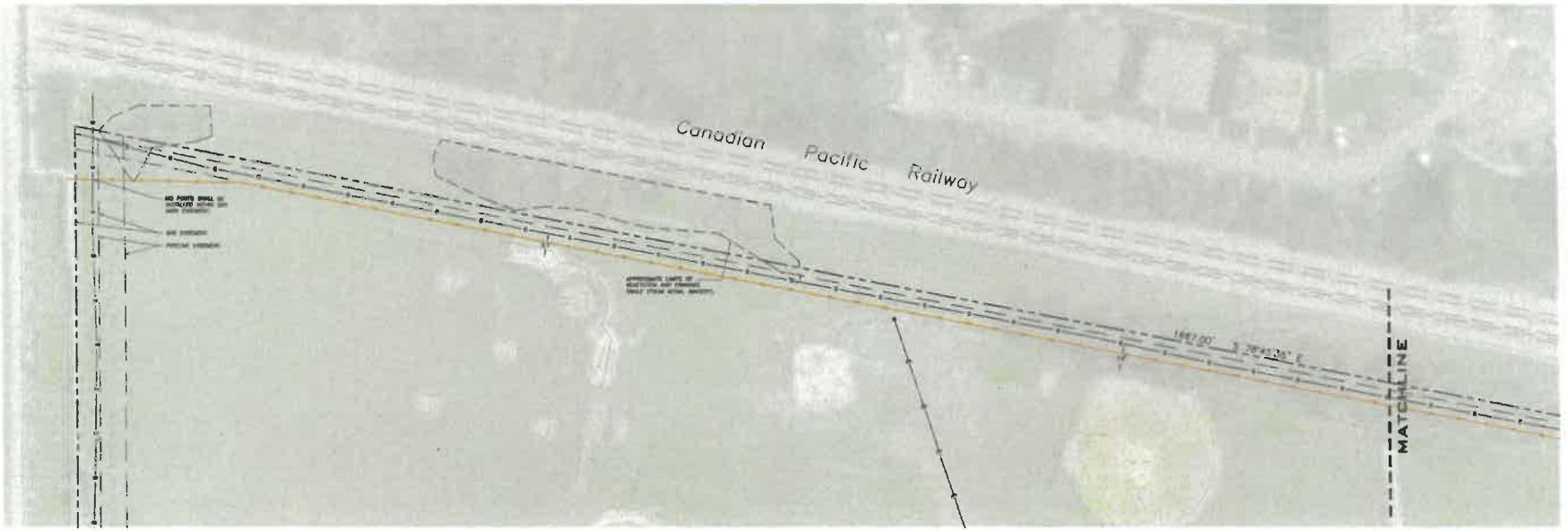
Executed by the Illinois Department of Transportation this _____ day of _____ 2025.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____




EAST PLAN VIEW




WEST PLAN VIEW

FENCE INSTALLATION NOTES

1. No Posts Shall Be Installed Within Utility Easements.
2. Exact Tree and Drainage Swales to be Verified in Field to Determine Exact Fence Location
3. Fence Shall Not Run Within 3' Parallel To A Utility Main.

STR

ARCHITECTS:

STR Partners, LLC
350 West Ontario Street | Suite 200
Chicago, IL 60654

T: 312.464.1444
www.strpartners.com

CIVIL ENGINEERS
Ericson Engineering
136 S Jefferson St, Suite 136
Chicago, IL 60661
(312) 463-0661

LANDSCAPE ARCHITECTS
Ericson Engineering
136 S Jefferson St, Suite 136
Chicago, IL 60661
(312) 463-0661

STRUCTURAL ENGINEERS
C.E. Anderson & Associates
175 N. Franklin St.
Chicago, IL 60606
(312) 726-1701

CONSULTANTS (MEP)
Ottawa Building Company
123 Wacker Dr. 29th Floor
Chicago, IL 60606

KEY PLAN

SCOPE DOCUMENT

This drawing is one drawing within a complete set of documents and must not be distributed separately from the Drawings as a whole. The Drawings indicate the general scope of the project in terms of architectural design concept, the dimensions of the building, the major architectural elements and the type of structural, mechanical and electrical systems. As Bidding Documents, the Drawings do not necessarily illustrate or describe all work required for full performance and completion of the requirements of the Construction Documents. On the basis of the general scope indicated or described, the Contractor shall furnish all items required for the proper execution and completion of the Work.

Copyright Notice: Copyright © 2022 STR PARTNERS, LLC
The information in this document is the intellectual property of STR Partners, LLC. It is intended solely for use by the "Client" during only this specific project. Reproduction of any portion of this document for any purpose other than for its intended use is not permitted without specific written permission of STR Partners, LLC.

PROJECT

**FENTON HIGH SCHOOL - STORM WATER ENABLING AND STADIUM RENOVATION**
1000 W. Green St.
Bensenville, IL 60106

**FENTON COMMUNITY HIGH SCHOOL DISTRICT 100**
1000 W. GREEN ST.
BENSENVILLE, IL 60106

CLIENT PROJECT NUMBER

STR PROJECT NUMBER
22082

DRAWING DATES

| NUMBER | DATE | COMMENTS |
|---|---|---|
| 1 | 10/03/2022 | ISSUE FOR REVIEW |

DRAWING TITLE

FENCE EXHIBIT

SHEET NUMBER

EX

1947-2025
78
YEARS OF
QUALITY & SERVICE

# MIDWEST FENCE Corporation

FENCE & GUARD RAIL CONTRACTORS
900 N. KEDZIE AVENUE • CHICAGO, IL 60651 4187
TEL 773 / 722-6616 • FAX 773 / 722-6626

May 06, 2025

| TO | SITE / SHIP TO |
|---|---|
| GILBANE BUILDING COMPANY | FENTON HIGH SCHOOL |
| 123 NORTH WACKER DRIVE | 1000 W GREEN STREET |
| CHICAGO IL 60606 | BENSENVILLE IL |
| ATTN: SOFIA LOPEZ ESTRADA | ATTN: |
| EMAIL: slopez@gilbaneco.com | EMAIL: |
| PHONE: 773 397 4862 EXT: | PHONE: EXT: |
| CELL: FAX: | CELL FAX: |

*We* propose to furnish and install the following which upon acceptance by you of this proposal are agreed to and accepted by you:

| STYLE | PIPE WGT | HGT OA | MESH & GA | COAT | SELVAGE TOP/BOT | POST SIZE | POST SPACE | TOP RAIL | BTM RAIL | BARBWIRE COAT/SPACE | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 420 | WT 40 | 8 | 2"x9 | BLK | K K | 2 1/2" | 10' | 1 5/8" | 1 5/8 | | |
| | | | | | | | | | | | |

**8' TALL CHAINLINK FENCE RAILROAD**

| | | | |
|---|---|---|---|
| 1677' | LINEAL FEET | COMPLETE FENCE 8' FABRIC WITH TOP AND BOTTOM RAILS | |
| 2 | DRIVE GATE | 1 5/8" | O D. FRAME 6' WIDE WITH PROVISONS FOR PADLOCKING |
| 2 | END POSTS | 3" | O.D.SET IN 12" X 36" DEEP CONCRETE FOOTINGS |
| 3 | CORNER POSTS | 3" | O.D.SET IN 12' X 48" DEEP CONCRETE FOOTINGS |
| 2 | GATE POSTS | 3" | O.D SET IN 12" X 48" DEEP CONCRETE FOOTINGS |
| 167 | LINE POSTS | 2 1/2" | O.D SET IN 12" X 48" DEEP CONCRETE FOOTINGS |

**FOR THE SUM OF $ 115,300.00**

**EXCLUSIONS**
PERMITS
LOCATION OF ALL UTILITIES NOT SIGNATORY TO J.U.L.I.E. / DIGGER

**NOTES**

**ESTIMATE IS BASED ON HAVING WORK AREA CLEAR PRIOR TO START OF WORK.**

**MUST HAVE ACCESS WITH EQUIPMENT & VEHICLES FOR MATERIAL DISTRIBUTION AND INSTALLATION.**

PRICES ARE F.O.B. JOBSITE.
TERMS NET: 10 DAYS UPON COMPLETION

ACCEPTED: _____
BY: _____
DATE: _____

**INSURANCE LIMITS ATTACHED**

MIDWEST FENCE CORPORATION

BY: William T Draganowski
BILL DRAGANOWSKI

176

file: s:\proposal\wtd\gilban17.docx

# ILLINOIS COMMERCE COMMISSION
# TRANSPORTATION BUREAU / RAIL SAFETY SECTION
# PROJECT STATUS REPORT:

**TYPE:** (CHECK ONE)

| | |
|---|---|
| PROGRESS | |
| COMPLETION | |

| | |
|---|---|
| DATE | |

**PROJECT INFORMATION:**

| | |
|---|---|
| Reporting Party: | Village of Bensenville |
| Docket/Order #; Date: | |
| Status Report (s) Due: | |
| Ordered Completion Date: | |
| Completion Report Due: | |
| AAR/DOT#, Milepost: | AAR/DOT #372175E, railroad milepost 18.11-C |
| Street, (in/near) City, County: | Bensenville, DuPage County |
| Railroad Company: | |

**PROJECT MANAGER INFORMATION:**

| | |
|---|---|
| Name: | Gilbane Building Company |
| Title: | |
| Representing: | Fenton High School |
| Street Address: | 123 North Wacker Drive |
| City, State, Zip: | Chicago, IL 60606 |
| Office Phone: | (773) 397-4862 |
| Office Fax: | |
| Cellular Phone: | |
| E-Mail Address: | Slopez@gilbaneco.com |

**DESCRIPTION OF IMPROVEMENT(S) ORDERED:**

**STATUS OF WORK:**

# ILLINOIS COMMERCE COMMISSION
# TRANSPORTATION BUREAU / RAIL SAFETY SECTION

Mail directed to the **Rail Safety Section** or the **Director of Processing and Information**, Transportation Bureau of the Commission should be addressed to:

Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, IL 62701-1827

If you have questions contact: Aisha Jackson, Railroad Safety Specialist
Phone: (773) 762-9535
Email: aisha.jackson@illinois.gov

The billing address for **G**rade **C**rossing **P**rotection **F**und reimbursement is:

Illinois Department of Transportation
Region 1 Engineer, District 1
Engineer of Roads & Streets
201 W. Center Court
Schaumburg, IL 60196

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Resolution | Joe Caracci | Public Works | October 28, 2025 |

## DESCRIPTION:

Resolution Authorizing the Execution of an Intergovernmental Agreement (IGA) Between the Village of Bensenville and Fenton Community High School District 100 Regarding Construction and Maintenance of a Trespass Control Fence

## *SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*

| | | | |
|---|---|---|---|
| X | ***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:

Committee of the Whole (Unanimously approved 5-0)

## DATE:

October 21, 2025

## BACKGROUND:

Fenton High School has been working for years to try to secure funding for the installation of a security fence (trespass prevention fence) along the Metra and CPKC railroad tracks. The proposed fencing is intended to channelize pedestrians to the nearest designated public pedestrian crossing at IL-83. The security fence will be an eight foot (8') tall black powder-coated chain link fence approximately 1,700 feet long and will run from IL83 to Green Street.

Recently, the Village and District were informed that the Illinois Commerce Commission (ICC) would fund the fence installation through the Grade Crossing Protection Fund (GCPF). The grant amount is $115,300, which is intended to fund 100% of the purchase and installation of the fence. The funding would need to go through the Village as it is managed through IDOT. In essence, the Village will be sponsoring the project on behalf of the School District.

## KEY ISSUES:

In order to protect the Village's interests in sponsoring the grant, an Intergovernmental Agreement (IGA) has been prepared and reviewed by our Village attorney. The IGA sets forth the guidelines by which the Village and District will work together.

Section 3 of the IGA describes the Obligations of each party:

- The Village will utilize the GCPF assistance, execute contracts, perform oversight of installation, and be responsible for the work associated with the installation of the fence.
- The District will assume all financial responsibility (via reimbursement to teh Village) above and beyond the grant and be responsible for all future maintenance and repair of the fence.

This IGA will be presented to the School District Board for execution at their October 22, 2025 Meeting.

## ALTERNATIVES:

Discretion of Village Board

## RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing the Execution of an Intergovernmental Agreement (IGA) Between the Village of Bensenville and Fenton Community High School District 100 Regarding Construction and Maintenance of a Trespass Control Fence

## BUDGET IMPACT:

There is no overall financial impact to the Village. The Village will need to pay for the purchase and installation of the fence, however, will be reimbursed through the GCPF Program. Any additional costs above the grant amount will be reimbursed by the School District.

## ACTION REQUIRED:

Resolution Authorizing the Execution of an Intergovernmental Agreement (IGA) Between the Village of Bensenville and Fenton Community High School District 100 Regarding Construction and Maintenance of a Trespass Control Fence

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| RES - IGA for Fenton Security Fence | 10/14/2025 | Resolution Letter |
| Agreement - Fenton Signed | 10/23/2025 | Backup Material |

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BENSENVILLE AND FENTON COMMUNITY HIGH SCHOOL DISTRICT 100 REGARDING CONSTRUCTION AND MAINTENANCE OF A TRESPASS CONTROL FENCE**

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq*., authorize municipalities, school districts and other units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, and to use their credit, revenues and other reserves to pay costs related to intergovernmental activities; and

WHEREAS, the PARTIES, in order to channelize pedestrians using the District athletic fields to the nearest designated public pedestrian crossing at Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois, the PARTIES seek to place and permanently maintain trespass prevention fencing on DISTRICT property, generally parallel to the Metra and CPKC tracks, without entering railroad property; and

WHEREAS, the VILLAGE obtained assistance from the Grade Crossing Protection Fund (the "GCPF") for this purpose, as documented in Illinois Commerce Commission Stipulated Agreement 2400; and

WHEREAS, the DISTRICT is willing to assume financial responsibility for any portion of the railroad fencing project costs which may exceed the GCPF funds allocated to the VILLAGE through the Stipulated Agreement; and

WHEREAS, the DISTRICT is willing to assume responsibility for any future use, maintenance, and repair of the railroad fencing, ensuring that it remains in good condition and serves it intended purposes; and

WHEREAS, the Agreement is attached to this Resolution and identified as Exhibit A, and

WHEREAS, it is in the best interests of the PARTIES to enter into this Agreement.

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 THREE: The Village Board authorizes and approves this Resolution Authorizing the Execution of An Intergovernmental Agreement Between the Village of Bensenville and Fenton Community High School District 100 Regarding Construction and Maintenance of a Trespass Control Fence.

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

SECTION SIX: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 28, 2025.

APPROVED:

_____

Frank DeSimone, Village President

ATTEST:

_____

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

**EXHIBIT A**

Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BENSENVILLE AND FENTON COMMUNITY HIGH SCHOOL DISTRICT 100 REGARDING CONSTRUCTION AND MAINTENANCE OF A TRESPASS CONTROL FENCE**

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT"), effective upon the last dated signature below (the "Effective Date"), by and between the VILLAGE OF Bensenville an Illinois municipal corporation (the "VILLAGE"), and FENTON COMMUNITY HIGH SCHOOL DISTRICT 100, an Illinois school district (the "DISTRICT"), individually referred to as "PARTY" and collectively referred to as "PARTIES".

RECITALS:

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq*., authorize municipalities, school districts and other units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, and to use their credit, revenues and other reserves to pay costs related to intergovernmental activities; and

**WHEREAS**, the PARTIES, in order to channelize pedestrians using the District athletic fields to the nearest designated public pedestrian crossing at Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois, the PARTIES seek to place and permanently maintain trespass prevention fencing on DISTRICT property, generally parallel to the Metra and CPKC tracks, without entering railroad property; and

**WHEREAS**, the VILLAGE obtained assistance from the Grade Crossing Protection Fund (the "GCPF") for this purpose, as documented in Illinois Commerce Commission Stipulated Agreement 2400, attached hereto as **EXHIBIT A** (the "Stipulated Agreement"), and made a part hereof; and

**WHEREAS**, the DISTRICT is willing to assume financial responsibility for any portion of the railroad fencing project costs which may exceed the GCPF funds allocated to the VILLAGE through the Stipulated Agreement; and

**WHEREAS**, the DISTRICT is willing to assume responsibility for any future use, maintenance, and repair of the railroad fencing, ensuring that it remains in good condition and serves it intended purposes; and

**WHEREAS**, it is in the best interests of the PARTIES to enter into this Agreement.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES agree as follows:

## SECTION 1: INCORPORATION OF PREAMBLES

The preambles hereto, as set forth above, are incorporated herein by reference and are made a part hereof as if fully set forth in this Section 1.

## SECTION 2: PROJECT TERMS AND CONDITIONS

**2.1 Project.** The PARTIES agree that the project shall consist of placing and permanently maintaining trespass prevention fencing on DISTRICT property, generally parallel to the Metra and CPKC tracks, without entering railroad property (the "Project"). The proposed fencing would be placed forty (40) feet or more from the nearest rail of the nearest track for an approximate distance of 1700 feet. The fencing is intended to channelize pedestrians using the DISTRICT's athletic fields to the nearest designated public pedestrian crossing at Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois. The intended location of the Project is set forth in the Railroad Fence Site Plan, attached hereto as **EXHIBIT B**.

**2.2 Funds.** The VILLAGE agrees to utilize GCPF assistance, pursuant to the terms and conditions in the Stipulated Agreement, towards the Project. The DISTRICT agrees to assume financial responsibility for any portion of the Project costs which exceed the funds allocated to the VILLAGE through the GCPF assistance program. Upon completion and installation of the Project, the DISTRICT shall be solely responsible for any future use, maintenance and repair of the Project, ensuring that it remains in good condition and serves its intended purpose, and the VILLAGE shall be released by DISTRICT from any future cost or financial obligation.

## SECTION 3: OBLIGATIONS OF THE VILLAGE AND THE TOWNSHIP

**3.1 VILLAGE'S Obligations**. The VILLAGE agrees to utilize GCPF assistance, pursuant to the terms and conditions in the Stipulated Agreement, towards the Project. This includes, but is not limited to, executing all contracts and performing all project management activities for the Project in accordance with the terms of the Stipulated Agreement and this Agreement. The VILLAGE shall be responsible for the performance of the Project elements (the "Work") or causing the Work to be performed in a good and workmanlike manner and in accordance with terms and conditions of the Stipulated Agreement and this Agreement, and all applicable laws, regulations, ordinances and other governmental requirements. The VILLAGE agrees that it will be solely responsible for obtaining and paying for any permits, licenses, or other authorizations for the Work required for the Project.

**3.2 DISTRICT's Obligations.** The DISTRICT agrees to assume financial responsibility for any portion of the Project costs or Work which may exceed the funds allocated to the VILLAGE through the GCPF assistance program. Upon completion and installation of the Project, the DISTRICT shall be solely responsible for any use, maintenance, and repair of the Project, and shall further ensure that it remains in good condition and serves its intended purpose. The DISTRICT reserves the right to inspect the Project at any and all stages of the Work thereon and the right to audit the funding transaction and use of the GCPF assistance by the VILLAGE. Upon completion of the Work and the Project, the VILLAGE, the DISTRICT shall look no further for any other cost or obligation concerning the Project and shall fully release the VILLAGE from any Project use, maintenance, or repairs.

**3.3 Joint Obligations**. The PARTIES agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the Stipulated Agreement, and the intent of the PARTIES as reflected by the terms of this Agreement, including, without limitation, the enactment of such resolutions, ordinances or motions, the execution of such permits, applications and agreements, and the taking of such other actions as may be necessary to enable the PARTIES to comply with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the PARTIES as reflected by the terms of this Agreement. VILLAGE and DISTRICT agree that this Agreement is for the benefit of the PARTIES and not for the benefit of any third-party beneficiary. No third-party shall have any rights or claims against VILLAGE or DISTRICT arising from this Agreement.

## SECTION 4: TERMINATION

**4.1 Termination.** This Agreement may be terminated by either PARTY by providing thirty (30) days written notice to the other PARTY, except that if the Project has been satisfactorily completed, the DISTRICT's use, maintenance and repair obligations in this Agreement shall survive and be binding on the DISTRICT.

**4.2 Default.** In the event that a PARTY fails to perform under this Agreement, the other PARTY shall notify the non-performing PARTY of the default, in writing, setting forth the nature of the default. The PARTY that has failed to perform shall have five (5) days after receipt of the notice to correct such failure or, in the event said correction cannot be accomplished within said five (5) day period, take substantial steps toward correcting the failure within said five (5) day period, with the correction to be made within fifteen (15) days of the aforementioned notice. If, after fifteen (15) days, the default has not been corrected, or if after five (5) days substantial steps have not been taken to correct the default, with the default being corrected within the aforementioned fifteen (15) day period, the PARTY serving the notice may then declare this Agreement terminated, subject to the continuation of certain provisions in Section 4.1 above. If any legal action is instituted to enforce this Agreement or any part of this Agreement by the PARTIES, the non-defaulting PARTY shall be entitled to recover reasonable attorney's fees and court costs if it prevails in the legal action.

## SECTION 5: NOTICES

**5.1 Delivery and Effective Date.** Notice or other writings which either PARTY is required to, or may wish to, serve upon the other PARTY in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(A) If to the VILLAGE:

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

(B) If to the DISTRICT:

Superintendent
1000 West Green Street
Bensenville, Illinois 60106

or to such other address, or additional parties, as either PARTY may from time to time designate in a written notice to the other PARTY. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

**SECTION 6: MISCELLANEOUS PROVISIONS**

**6.1 Indemnification.** The PARTIES shall mutually indemnify, defend, and hold harmless each other's elected officials, officers, agents, employees and volunteers from and against any and all claims, losses, lawsuits, actions, injuries, accidents, costs and/or expenses (including reasonable attorneys' fees) for damages to person(s) or property arising out of or in relation to the acts or omissions of the VILLAGE in constructing the Project or the DISTRICT's officers, agents, contractors, employees or volunteers, relating in any way to the use, maintenance or repair of the Project after completion of satisfactory construction. This Section 6.1 shall survive the termination of this Agreement by any PARTY, as herein provided.

**6.2 Severability of Agreement.** The terms and conditions set forth in this Agreement shall be severable. In the event that any of the provisions contained herein are declared by a court of competent jurisdiction to be inconsistent with federal, State of Illinois or local law, or otherwise unenforceable for any reason whatsoever, the remaining provisions shall remain in full force and effect as to the PARTIES.

**6.3 No Waiver.** Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which the PARTIES may have under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq*., with respect to any claim brought by a third party. The failure of any PARTY to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, by any other PARTY, shall not constitute or be construed as a waiver or relinquishment of any PARTY's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

**6.4 Choice of Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and any court proceedings between the PARTIES hereto shall be brought in DuPage County, Illinois.

**6.5 Force Majeure.** If the performance by any PARTY hereunder is delayed as a result of circumstances which are beyond the reasonable control of such PARTY (which circumstances shall only include acts of God, war, strikes or similar acts of *force majeure*), the time for such performance shall be extended by the amount of time of such delay.

**6.6 No Third Party Beneficiaries.** This Agreement is not intended to benefit any person, entity, school district or municipality not a party to this Agreement, and no other person, entity,

school district or municipality shall be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any PARTY hereto. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the PARTIES hereto shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other party hereto.

**6.7 Counterparts.** This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**6.8 Entire Agreement.** This Agreement contains the entire understanding between the PARTIES and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the PARTIES hereto relating to the subject matter of this Agreement which are not fully expressed herein.

**6.9 Effective Date.** This Agreement shall be deemed dated and become effective on the date on which the last of the PARTIES executes this Agreement.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the VILLAGE, pursuant to authority granted by the adoption of a Motion/Resolution by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and the DISTRICT, pursuant its authority, has caused this Agreement to be signed by its President and attested by its Secretary.

**VILLAGE OF BENSENVILLE**

By:_____
Frank DeSimone, President

ATTEST:

_____
Nancy Quinn, Village Clerk

Dated:_____

**FENTON COMMUNITY HIGH SCHOOL DISTRICT 100**

By:_____
Cary Lewis, President

ATTEST:

_____
John Radzinski, Secretary

Dated:_____

**EXHIBIT A**

Stipulated Agreement

**STATE OF ILLINOIS**
**ILLINOIS COMMERCE COMMISSION**
**STIPULATED AGREEMENT 2400**

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission ("Commission"), the Village of Bensenville ("Village"), Fenton Community High School District 100 ("FCHS"), and the State of Illinois, Department of Transportation ("Department" or "IDOT")

**WITNESSETH:**

WHEREAS, it has come to the attention of the Commission through a joint Village/FHCS request for assistance from the Grade Crossing Protection Fund (GCPF), that GCPF assistance should be provided for the Village of Bensenville, in association with FCHS, to place and permanently maintain trespass prevention fencing on FCHS property, generally parallel to the Metra and CPKC tracks, without entering railroad property. The proposed fencing would be placed forty (40) feet or more from the nearest rail of the nearest track for an approximate distance of 1700 feet. The fencing is intended to channelize pedestrians using the FCHS athletic fields to the nearest designated public pedestrian crossing at Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois, and;

WHEREAS, proper investigation has been made of the circumstances surrounding the subject crossing by a representative of the Commission's Transportation Division Railroad Section; and

WHEREAS, the physical aspects, including layout of the fence and other pertinent information from is shown on Exhibit A, attached to this Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish proposed improvements to the crossing upon determination of the Commission by Order.

WHEREAS, funding is now needed from the GCPF for reimbursing the Village's costs of installing the Trespass Prevention Fencing.

NOW, THEREFORE in consideration of the promises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law, authorizing funding for trespass mitigation, and that the cost for the work be divided among the parties according to law, and that in the interest of the traveling public the GCPF should be required to bear a substantialportion of the cost; To Wit the parties agree as follows:

Section 1 All work encompassed by this Agreement shall be done in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the following is required in the interest of public safety at the aforesaid crossing:

(a) Install/cause to be installed and thereafter maintain/cause to be maintained Trespass Prevention Fencing at locations as shown on Exhibit A, attached hereto and incorporated herein, by the Village.

Section 3 The Village and FCHS have included a cost estimate for constructing the fencing, in the amount of $115,300, which may be required by Commission Order (Exhibit B).

Section 4 The Village shall upon Order, according to the requirements contained therein, proceed toward the completion of tasks with its own forces or appropriate contracted services and agrees that an appropriate time for the completion of the proposed fencing should be six (6) months from the date of a Commission Order approving this agreement.

Section 5 The parties agree that an equitable division of cost for the proposed Land Acquisition and Preliminary Engineering is as follows:

**- COST DIVISION TABLE -**

| IMPROVEMENT | EST. COST | GCPF | VILLAGE |
|---|---|---|---|
| Install/cause to be installed Trespass Prevention Fencing at locations as shown on Exhibit A, | $115,300 | (100%) $115,300 | $0 |
| **TOTALS** | **$115,300** | **$115,300[1]** | **$0[2,3]** |

Notes:

[1] Total GCPF payment not to exceed $115,300 unless a Supplemental Commission Order approving overruns is Petitioned by the Village and approved by the Commission;

[2] The Village shall be responsible for the costs and performance of future maintenance of the fencing, either with its own forces or through a separate agreement with FCHS

[3] Any further GCPF will require submittal of documentation and evidence to support additional costs.

[4] **To be eligible for GCPF reimbursement, all steel products will require certification of being made in the USA, via IDOT's normal MFT expenditures approval process.**

Section 6 The Village is financially able and willing to assume the responsibility for costs exceeding the GCPF not-to-exceed contribution limits listed in the cost division table, should said costs not be approved by a Supplemental Order of the Commission.

Section 7 The CPKC and Metra/NIRC are not required or included as party(s) to this agreement as no entry onto either Railroad's property is involved; however, the Village/its consultant shall obtain each railroad's permission via each railroad's right-of-entry process if ever needing to enter the railroad right(s)-of-way. The appropriate railroad right-of-entry contacts and addresses for coordination can be obtained from each Railroad's Public Projects Manual online or by contacting Staff of the Commission's Railroad Safety Section at (217) 782-7660.

The Village shall complete and submit to the Project Manager information portion of the Project Status Report sheet, attached as Exhibit C, along with the executed agreement.

The Village shall, at three (3) month intervals from the date of the Commission Order approving this Agreement, or any Supplemental Order(s) issued for the project, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a Project Status Report, attached as Exhibit C, regarding the progress it has made toward completion of the work required by this Agreement. Each Project Status Report shall include the Commission Order's docket number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the Village Project Manager.

All bills for work specified in Section 2 and Section 5 of this Agreement authorized for reimbursement from the GCPF, shall be submitted to: Engineer of Local Roads and Streets, Illinois Department of Transportation, Region 1, District 1, 201 West Center Court, Schaumburg, IL 60196-1096.

All bills shall meet the minimum documentation requirements set forth in Section 8 of this Agreement. All bills will be paid in accordance with the State Prompt Payment Act as currently enacted (Illinois Compiled Statutes, 30 ILCS 540/).

Section 8 Billing - For all work specified in this Agreement, and authorized by an Order of the Commission, the Village shall assure that sufficient documentation for all bills is made available to the Department. The Village shall also be responsible for obtaining sufficient documentation from the respective railroads for any railroad flagging charges. The minimum documentation that must be made available is outlined on the following page:

a) Labor Charges (including additives) - Copies of employee work hours charged to the project.
b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; and the number of hours the equipment was used on the project.
c) Material - An itemized list of all materials purchased and installed at the crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
d) Engineering - Copies of employee work hours charged to the project.
e) Supervision - Copies of employee work hours charged to the project.
f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.
g) Service Dates - Invoice shall include the beginning and ending date of the work accomplished for the invoice.
h) Final or Progressive - Each invoice shall be marked as a Progressive or a Final Invoice, as applicable.
i) Reference Numbers - Each invoice shall include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
j) Locations - Each invoice shall show the location, with the street name and AAR/DOT crossing inventory number.
k) Travel – Each invoice shall include copies of all costs incurred, such as lodging, meals, per diem, rates and totals. Rail carriers shall provide an electronic copy of its current Rail Carrier Travel Policy. Reimbursement of travel costs shall be in accordance with State of Illinois travel regulations under 80 Illinois Administrative Code part 3000 and appendices. Any proposal or attempt to use an alternative travel reimbursement method must be reviewed and approved by IDOT prior to travel.

Reimbursement of railroad labor additives (for Railroad Force Account and Railroad Flagging) will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and the public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and the Federal Highway Administration. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles, are not eligible for reimbursement on this project. Surcharges will be subject to review and approval by IDOT;

The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for the project. The final invoice for expenditures from each party shall be clearly marked "Final Invoice". The Department shall not obligate any assistance from the GCPF for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12th month from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for this project, conduct a review to determine if any unused assistance from the GCPF should be de-obligated. Upon completion of the review, the Commission shall notify the Department to de-obligate all residual funds accountable for installation costs for this project. Notification may be by regular mail, electronic mail, fax, or phone.

Section 9 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days, accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this 3rd day of October 2025.

Brian Vercruysse

Brian Vercruysse, P.E.
Rail Safety Program Administrator

Illinois Commerce Commission Stipulated Agreement 2400, executed by Commission Staff on October 3, 2025, concerning the installation of trespass mitigation fencing along Fenton Community High School's border with the Northeast Illinois Regional Commuter District tracks, starting near the highway-rail grade crossings of Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois.

Executed by the Village of Bensenville this _____ day of _____ 2025.

VILLAGE OF BENSENVILLE

By: _____

Illinois Commerce Commission Stipulated Agreement 2400, executed by Commission Staff on October 3, 2025, concerning the installation of trespass mitigation fencing along Fenton Community High School's border with the Northeast Illinois Regional Commuter District tracks, starting near the highway-rail grade crossings of Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois.

Executed by Fenton Community High School District 100 this _____ day of _____ 2025.

FENTON COMMUNITY HIGH SCHOOL DISTRICT 100

By: _____

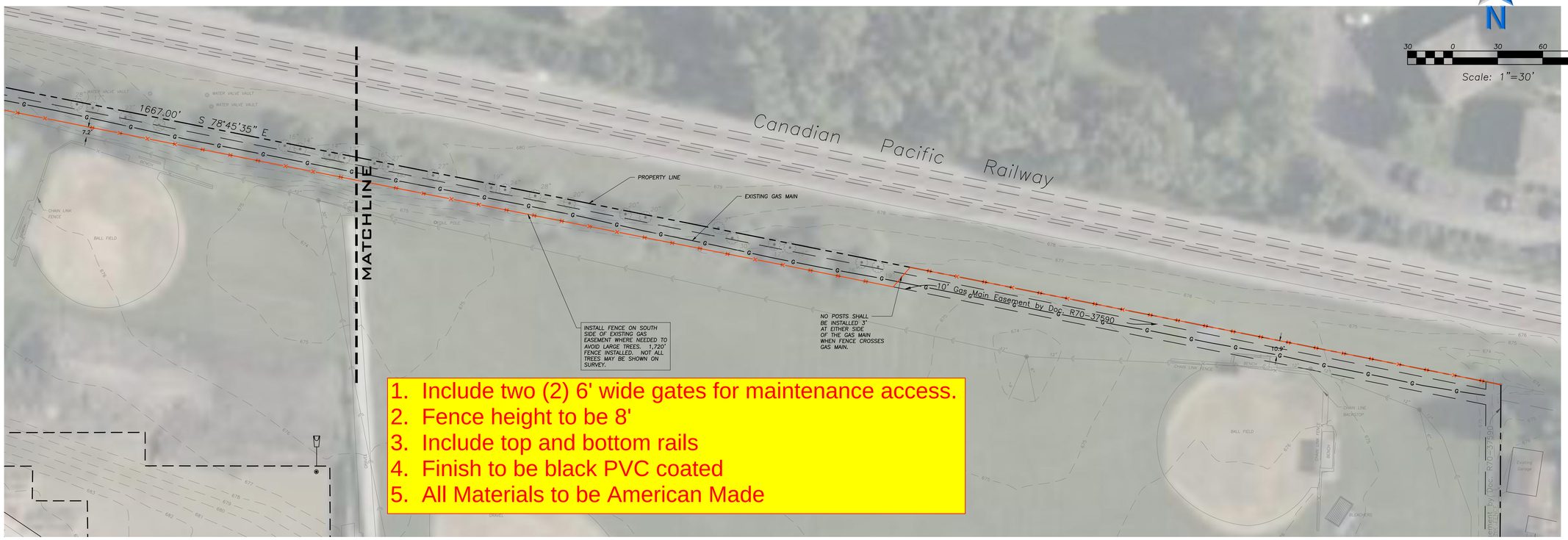
Illinois Commerce Commission Stipulated Agreement 2400, executed by Commission Staff on October 3, 2025, concerning the installation of trespass mitigation fencing along Fenton Community High School's border with the Northeast Illinois Regional Commuter District tracks, starting near the highway-rail grade crossings of Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois.

Executed by the Illinois Department of Transportation this _____ day of _____ 2025.

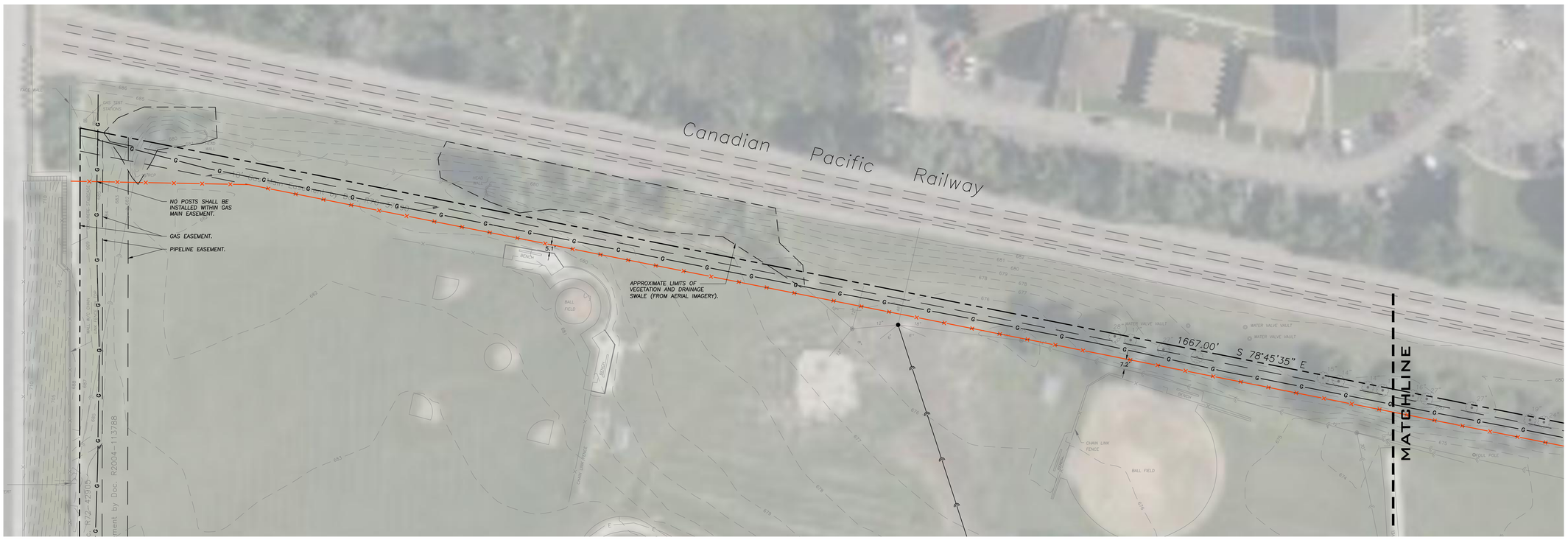
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____

 Location Map




EAST PLAN VIEW




WEST PLAN VIEW

## FENCE INSTALLATION NOTES

1. *No Posts Shall Be Installed Within Utility Easements.*
2. *Exact Tree and Drainage Swales to be Verified In Field to Determine Exact Fence Location.*
3. *Fence Shall Not Run Within 3' Parallel To A Utility Main.*

Actual size to read at scale
2 IN
1 IN
0 IN

STR

ARCHITECTS:

STR Partners, LLC
350 West Ontario Street | Suite 200
Chicago, IL 60654

T: 312.464.1444
www.strpartners.com

- CIVIL ENGINEERING:
  Eriksson Engineering
  135 S Jefferson St, Suite 135
  Chicago, IL 60661
  (312) 463-0551
- LANDSCAPE ARCHITECTURE:
  Eriksson Engineering
  135 S Jefferson St, Suite 135
  Chicago, IL 60661
  (312) 463-0551
- STRUCTURAL ENGINEERING:
  C.E. Anderson & Associates
  175 N. Franklin St.
  Chicago, IL. 60606
  (312) 750-1701
- CONSTRUCTION MANAGER:
  Gilbane Building Company
  123 Wacker Dr. 26th Floor
  Chicago, IL. 60606

KEY PLAN

SCOPE DOCUMENT

This drawing is one drawing within a complete set of documents and shall not be considered separately from the Drawings as a whole. The Drawings indicate the general scope of the project in terms of architectural design concept, the dimensions of the building, the major architectural elements and the type of structural, mechanical, and electrical systems. As Scope Documents, the Drawings do not necessarily indicate or describe all work required for full performance and completion of the requirements of the Construction Documents. On the basis of the general scope indicated or described, the Contractor shall furnish all items required for the proper execution and completion of the Work.

Copyright Notice, Copyright © 2023 STR PARTNERS, LLC
The information in this document is the intellectual property of STR Partners, LLC. It is intended solely for use by the "Client" during only this specific project. Reproduction of any portion of this document for any purpose other than for its intended use is not permitted without specific written permission of STR Partners, LLC.

PROJECT

**FENTON HIGH SCHOOL - STORM WATER ENABLING AND STADIUM RENOVATION**
1000 W. Green St.
Bensenville, IL 60106

**FENTON COMMUNITY HIGH SCHOOL DISTRICT 100**
1000 W. GREEN ST.
BENSENVILLE, IL 60106

CLIENT PROJECT NUMBER

STR PROJECT NUMBER
**22082**

DRAWING DATES

| NUMBER | DATE | COMMENTS |
|---|---|---|
| 1 | 02/03/2025 | ISSUE FOR REVIEW |

DRAWING TITLE

FENCE EXHIBIT

SHEET NUMBER

EX

1947-2025 78 YEARS OF QUALITY & SERVICE

# MIDWEST FENCE Corporation

FENCE & GUARD RAIL CONTRACTORS
900 N. KEDZIE AVENUE • CHICAGO, IL 60651 4187
TEL 773 / 722-6616 • FAX 773 / 722-6626

May 06, 2025

| TO | SITE / SHIP TO |
|---|---|
| GILBANE BUILDING COMPANY | FENTON HIGH SCHOOL |
| 123 NORTH WACKER DRIVE | 1000 W GREEN STREET |
| CHICAGO IL 60606 | BENSENVILLE IL |
| **ATTN:** SOFIA LOPEZ ESTRADA | **ATTN:** |
| **EMAIL:** slopez@gilbaneco.com | **EMAIL:** |
| **PHONE:** 773 397 4862 **EXT:** | **PHONE:** **EXT:** |
| **CELL:** **FAX:** | **CELL** **FAX:** |

***We*** propose to furnish and install the following which upon acceptance by you of this proposal are agreed to and accepted by you:

| STYLE | PIPE WGT | HGT OA | MESH & GA | COAT | SELVAGE TOP/BOT | POST SIZE | POST SPACE | TOP RAIL | BTM RAIL | BARBWIRE COAT/SPACE | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 420 | WT 40 | 8 | 2"x9 | BLK | K K | 2 1/2" | 10' | 1 5/8" | 1 5/8 | | |
| | | | | | | | | | | | |

**8' TALL CHAINLINK FENCE RAILROAD**

| | | | |
|---|---|---|---|
| 1677' | LINEAL FEET | COMPLETE FENCE 8' FABRIC WITH TOP AND BOTTOM RAILS | |
| 2 | DRIVE GATE | 1 5/8" | O.D. FRAME 6' WIDE WITH PROVISONS FOR PADLOCKING |
| 2 | END POSTS | 3" | O.D.SET IN 12" X 36" DEEP CONCRETE FOOTINGS |
| 3 | CORNER POSTS | 3" | O.D.SET IN 12" X 48" DEEP CONCRETE FOOTINGS |
| 2 | GATE POSTS | 3" | O.D. SET IN 12" X 48" DEEP CONCRETE FOOTINGS |
| 167 | LINE POSTS | 2 1/2" | O.D.SET IN 12" X 48" DEEP CONCRETE FOOTINGS |

**FOR THE SUM OF $ 115,300.00**

**EXCLUSIONS**
PERMITS
LOCATION OF ALL UTILITIES NOT SIGNATORY TO J.U.L.I.E. / DIGGER

**NOTES**

**ESTIMATE IS BASED ON HAVING WORK AREA CLEAR PRIOR TO START OF WORK.**

**MUST HAVE ACCESS WITH EQUIPMENT & VEHICLES FOR MATERIAL DISTRIBUTION AND INSTALLATION.**

PRICES ARE F.O.B. JOBSITE.
TERMS NET: 10 DAYS UPON COMPLETION

ACCEPTED: _____
BY: _____
DATE: _____

**INSURANCE LIMITS ATTACHED**

MIDWEST FENCE CORPORATION

BY: William T Draganowski

BILL DRAGANOWSKI

file: s:\proposal\wtd\gilban17.docx

**ILLINOIS COMMERCE COMMISSION**
**TRANSPORTATION BUREAU / RAIL SAFETY SECTION**

# PROJECT STATUS REPORT:

**TYPE:** (CHECK ONE)

| | |
|---|---|
| PROGRESS | |
| COMPLETION | |

| | |
|---|---|
| DATE | |

**PROJECT INFORMATION:**

| | |
|---|---|
| Reporting Party: | Village of Bensenville |
| Docket/Order #; Date: | |
| Status Report (s) Due: | |
| Ordered Completion Date: | |
| Completion Report Due: | |
| AAR/DOT#, Milepost: | AAR/DOT #372175E, railroad milepost 18.11-C |
| Street, (in/near) City, County: | Bensenville, DuPage County |
| Railroad Company: | |

**PROJECT MANAGER INFORMATION:**

| | |
|---|---|
| Name: | Gilbane Building Company |
| Title: | |
| Representing: | Fenton High School |
| Street Address: | 123 North Wacker Drive |
| City, State, Zip: | Chicago, IL 60606 |
| Office Phone: | (773) 397-4862 |
| Office Fax: | |
| Cellular Phone: | |
| E-Mail Address: | Slopez@gilbaneco.com |

**DESCRIPTION OF IMPROVEMENT(S) ORDERED:**

**STATUS OF WORK:**

# ILLINOIS COMMERCE COMMISSION
# TRANSPORTATION BUREAU / RAIL SAFETY SECTION

Mail directed to the **Rail Safety Section** or the **Director of Processing and Information**, Transportation Bureau of the Commission should be addressed to:

Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, IL 62701-1827

If you have questions contact: Aisha Jackson, Railroad Safety Specialist
Phone: (773) 762-9535
Email: aisha.jackson@illinois.gov

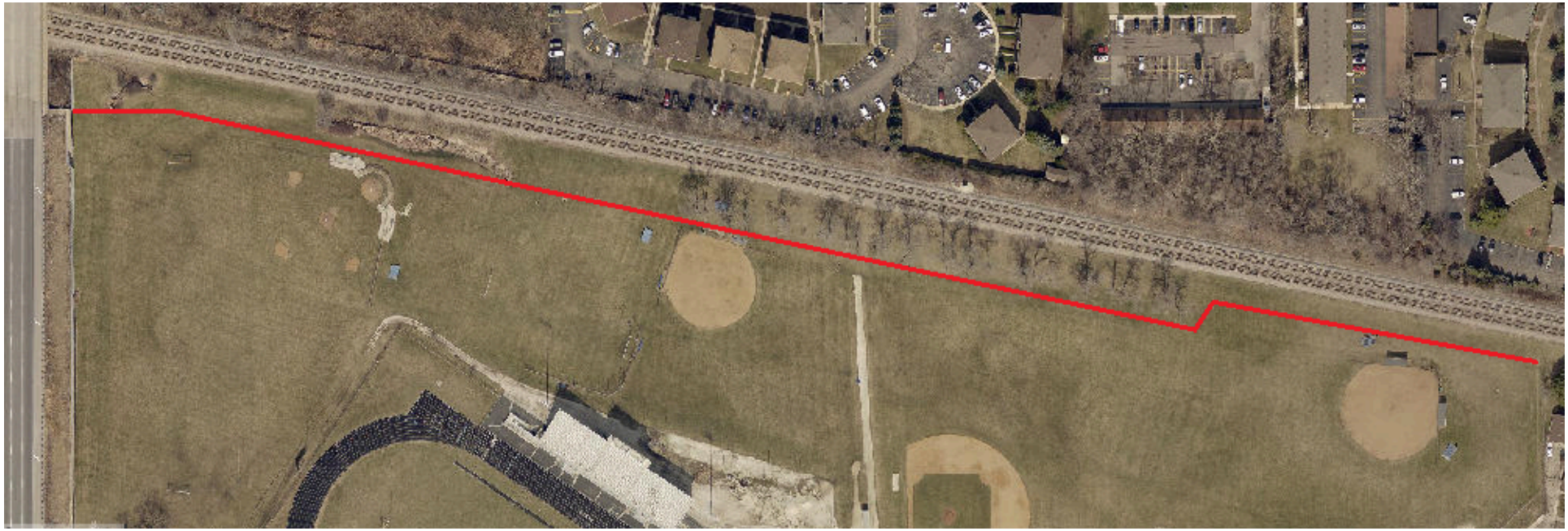
The billing address for **G**rade **C**rossing **P**rotection **F**und reimbursement is:

Illinois Department of Transportation
Region 1 Engineer, District 1
Engineer of Roads & Streets
201 W. Center Court
Schaumburg, IL 60196

**EXHIBIT B**

Railroad Fence Site Plan

# Railroad Fence Site Plan - Fenton Community High School District 100



** Red line = New fence installation*

**Fence Details**

- Height - 8’; includes top and bottom rails
- Finish - black PVC coated; all materials to be American Made
- Includes two (2) 6’ wide gates for maintenance access.
- Install fence on south side of existing gas easement where need to avoid large trees
- No posts will be installed within the gas main easement when the fence must cross the gas main.

# INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BENSENVILLE AND FENTON COMMUNITY HIGH SCHOOL DISTRICT 100 REGARDING CONSTRUCTION AND MAINTENANCE OF A TRESPASS CONTROL FENCE

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT"), effective upon the last dated signature below (the "Effective Date"), by and between the VILLAGE OF Bensenville an Illinois municipal corporation (the "VILLAGE"), and FENTON COMMUNITY HIGH SCHOOL DISTRICT 100, an Illinois school district (the "DISTRICT"); individually referred to as "PARTY" and collectively referred to as "PARTIES".

RECITALS:

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize municipalities, school districts and other units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, and to use their credit, revenues and other reserves to pay costs related to intergovernmental activities; and

**WHEREAS**, the PARTIES, in order to channelize pedestrians using the District athletic fields to the nearest designated public pedestrian crossing at Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois, the PARTIES seek to place and permanently maintain trespass prevention fencing on DISTRICT property, generally parallel to the Metra and CPKC tracks, without entering railroad property; and

**WHEREAS**, the VILLAGE obtained assistance from the Grade Crossing Protection Fund (the "GCPF") for this purpose, as documented in Illinois Commerce Commission Stipulated Agreement 2400, attached hereto as **EXHIBIT A** (the "Stipulated Agreement"), and made a part hereof; and

**WHEREAS**, the DISTRICT is willing to assume financial responsibility for any portion of the railroad fencing project costs which may exceed the GCPF funds allocated to the VILLAGE through the Stipulated Agreement; and

**WHEREAS**, the DISTRICT is willing to assume responsibility for any future use, maintenance, and repair of the railroad fencing, ensuring that it remains in good condition and serves it intended purposes; and

**WHEREAS**, it is in the best interests of the PARTIES to enter into this Agreement.

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES agree as follows:

## SECTION 1: INCORPORATION OF PREAMBLES

The preambles hereto, as set forth above, are incorporated herein by reference and are made a part hereof as if fully set forth in this Section 1.

## SECTION 2: PROJECT TERMS AND CONDITIONS

**2.1 Project.** The PARTIES agree that the project shall consist of placing and permanently maintaining trespass prevention fencing on DISTRICT property, generally parallel to the Metra and CPKC tracks, without entering railroad property (the "Project"). The proposed fencing would be placed forty (40) feet or more from the nearest rail of the nearest track for an approximate distance of 1700 feet. The fencing is intended to channelize pedestrians using the DISTRICT's athletic fields to the nearest designated public pedestrian crossing at Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois. The intended location of the Project is set forth in the Railroad Fence Site Plan, attached hereto as **EXHIBIT B**.

**2.2 Funds.** The VILLAGE agrees to utilize GCPF assistance, pursuant to the terms and conditions in the Stipulated Agreement, towards the Project. The DISTRICT agrees to assume financial responsibility for any portion of the Project costs which exceed the funds allocated to the VILLAGE through the GCPF assistance program. Upon completion and installation of the Project, the DISTRICT shall be solely responsible for any future use, maintenance and repair of the Project, ensuring that it remains in good condition and serves its intended purpose, and the VILLAGE shall be released by DISTRICT from any future cost or financial obligation.

## SECTION 3: OBLIGATIONS OF THE VILLAGE AND THE TOWNSHIP

**3.1 VILLAGE'S Obligations**. The VILLAGE agrees to utilize GCPF assistance, pursuant to the terms and conditions in the Stipulated Agreement, towards the Project. This includes, but is not limited to, executing all contracts and performing all project management activities for the Project in accordance with the terms of the Stipulated Agreement and this Agreement. The VILLAGE shall be responsible for the performance of the Project elements (the "Work") or causing the Work to be performed in a good and workmanlike manner and in accordance with terms and conditions of the Stipulated Agreement and this Agreement, and all applicable laws, regulations, ordinances and other governmental requirements. The VILLAGE agrees that it will be solely responsible for obtaining and paying for any permits, licenses, or other authorizations for the Work required for the Project.

**3.2 DISTRICT's Obligations.** The DISTRICT agrees to assume financial responsibility for any portion of the Project costs or Work which may exceed the funds allocated to the VILLAGE through the GCPF assistance program. Upon completion and installation of the Project, the DISTRICT shall be solely responsible for any use, maintenance, and repair of the Project, and shall further ensure that it remains in good condition and serves its intended purpose. The DISTRICT reserves the right to inspect the Project at any and all stages of the Work thereon and the right to audit the funding transaction and use of the GCPF assistance by the VILLAGE. Upon completion of the Work and the Project, the VILLAGE, the DISTRICT shall look no further for any other cost or obligation concerning the Project and shall fully release the VILLAGE from any Project use, maintenance, or repairs.

**3.3 Joint Obligations**. The PARTIES agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the Stipulated Agreement, and the intent of the PARTIES as reflected by the terms of this Agreement, including, without limitation, the enactment of such resolutions, ordinances or motions, the execution of such permits, applications and agreements, and the taking of such other actions as may be necessary to enable the PARTIES to comply with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the PARTIES as reflected by the terms of this Agreement. VILLAGE and DISTRICT agree that this Agreement is for the benefit of the PARTIES and not for the benefit of any third-party beneficiary. No third-party shall have any rights or claims against VILLAGE or DISTRICT arising from this Agreement.

## SECTION 4: TERMINATION

**4.1 Termination.** This Agreement may be terminated by either PARTY by providing thirty (30) days written notice to the other PARTY, except that if the Project has been satisfactorily completed, the DISTRICT's use, maintenance and repair obligations in this Agreement shall survive and be binding on the DISTRICT.

**4.2 Default.** In the event that a PARTY fails to perform under this Agreement, the other PARTY shall notify the non-performing PARTY of the default, in writing, setting forth the nature of the default. The PARTY that has failed to perform shall have five (5) days after receipt of the notice to correct such failure or, in the event said correction cannot be accomplished within said five (5) day period, take substantial steps toward correcting the failure within said five (5) day period, with the correction to be made within fifteen (15) days of the aforementioned notice. If, after fifteen (15) days, the default has not been corrected, or if after five (5) days substantial steps have not been taken to correct the default, with the default being corrected within the aforementioned fifteen (15) day period, the PARTY serving the notice may then declare this Agreement terminated, subject to the continuation of certain provisions in Section 4.1 above. If any legal action is instituted to enforce this Agreement or any part of this Agreement by the PARTIES, the non-defaulting PARTY shall be entitled to recover reasonable attorney's fees and court costs if it prevails in the legal action.

## SECTION 5: NOTICES

**5.1 Delivery and Effective Date.** Notice or other writings which either PARTY is required to, or may wish to, serve upon the other PARTY in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(A) If to the VILLAGE:

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

(B) If to the DISTRICT:

Superintendent
1000 West Green Street
Bensenville, Illinois 60106

or to such other address, or additional parties, as either PARTY may from time to time designate in a written notice to the other PARTY. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

## SECTION 6: MISCELLANEOUS PROVISIONS

**6.1 Indemnification.** The PARTIES shall mutually indemnify, defend, and hold harmless each other's elected officials, officers, agents, employees and volunteers from and against any and all claims, losses, lawsuits, actions, injuries, accidents, costs and/or expenses (including reasonable attorneys' fees) for damages to person(s) or property arising out of or in relation to the acts or omissions of the VILLAGE in constructing the Project or the DISTRICT's officers, agents, contractors, employees or volunteers, relating in any way to the use, maintenance or repair of the Project after completion of satisfactory construction. This Section 6.1 shall survive the termination of this Agreement by any PARTY, as herein provided.

**6.2 Severability of Agreement.** The terms and conditions set forth in this Agreement shall be severable. In the event that any of the provisions contained herein are declared by a court of competent jurisdiction to be inconsistent with federal, State of Illinois or local law, or otherwise unenforceable for any reason whatsoever, the remaining provisions shall remain in full force and effect as to the PARTIES.

**6.3 No Waiver.** Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which the PARTIES may have under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq*., with respect to any claim brought by a third party. The failure of any PARTY to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, by any other PARTY, shall not constitute or be construed as a waiver or relinquishment of any PARTY's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

**6.4 Choice of Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and any court proceedings between the PARTIES hereto shall be brought in DuPage County, Illinois.

**6.5 Force Majeure.** If the performance by any PARTY hereunder is delayed as a result of circumstances which are beyond the reasonable control of such PARTY (which circumstances shall only include acts of God, war, strikes or similar acts of *force majeure*), the time for such performance shall be extended by the amount of time of such delay.

**6.6 No Third Party Beneficiaries.** This Agreement is not intended to benefit any person, entity, school district or municipality not a party to this Agreement, and no other person, entity,

school district or municipality shall be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any PARTY hereto. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the PARTIES hereto shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other party hereto.

**6.7 Counterparts.** This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**6.8 Entire Agreement.** This Agreement contains the entire understanding between the PARTIES and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the PARTIES hereto relating to the subject matter of this Agreement which are not fully expressed herein.

**6.9 Effective Date.** This Agreement shall be deemed dated and become effective on the date on which the last of the PARTIES executes this Agreement.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the VILLAGE, pursuant to authority granted by the adoption of a Motion/Resolution by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and the DISTRICT, pursuant its authority, has caused this Agreement to be signed by its President and attested by its Secretary.

**VILLAGE OF BENSENVILLE**

By:_____
Frank DeSimone, President

ATTEST:

_____
Nancy Quinn, Village Clerk

Dated:_____

**FENTON COMMUNITY HIGH SCHOOL DISTRICT 100**

By:_____
Cary Lewis, President

ATTEST:

_____
John Radzinski, Secretary

Dated: 10/22/2025

# EXHIBIT A

Stipulated Agreement

# STATE OF ILLINOIS

## ILLINOIS COMMERCE COMMISSION
## TRANSPORTATION BUREAU / RAIL SAFETY SECTION

*Brian Vercruysse* — *Rail Safety Program Administrator*

October 3, 2025

Mr. Frank DeSimone, President
Village of Bensenville
Attn: Joseph Caracci, Dir. Pub. Works
12 S. Center Street
Bensenville, IL 60106
jcaracci@bensenville.il.us

Mr. Bill Pearsall, P.E.
Bureau of Safety Programs & Engineering
Illinois Department of Transportation
2300 S. Dirksen Parkway, Rom 205
Springfield, IL 62764
william.pearsall@illinois.gov

Mr. Sam Bentsen, Ed.D., Superintendent
Fenton Comm. High School District 100
1000 W. Green Street
Bensenville, IL 60106
(630) 860-6284
bentsen@fenton100.org

Dear Gentlemen:

Enclosed are copies of Stipulated Agreement 2400 concerning allocation of Grade Crossing Protection Fund (GCPF) assistance for the Village of Bensenville, in association with Fenton Community High School District 100 (FCHS), to place and permanently maintain trespass prevention fencing on FCHS property, generally parallel to the Metra and CPKC tracks, without entering railroad property. The proposed fencing would be placed forty (40) feet or more from the nearest rail of the nearest track for an approximate distance of 1700 feet. The fencing is intended to channelize pedestrians using the FCHS athletic fields to the nearest designated public pedestrian crossing at Busse Road/Kingery Expressway (**AAR/DOT #372175E, railroad milepost 18.11-C**) in Bensenville, DuPage County, Illinois.

In accordance with the provisions of the Commission's Recommended Procedures for Initiation and Execution of the Stipulated Agreement, all parties must sign the Execution Page of the agreement within 60 days from the date of mailing and return it to our office or the terms of the Agreement shall be renegotiated or declared void.

Please read the entire Agreement before execution. The Village must review, revise (if necessary), and return the Project Manager Information portion of the Project Status Report sheets, attached to the Stipulated Agreement as Exhibit C.

We urge all parties to act expeditiously in executing the agreement. If you have any questions, or needadditional information, please contact Aisha Jackson, Railroad Safety Specialist, at (773) 762-9535 or aisha.jackson@illinois.gov.

Very truly yours,

Brian Vercruysse

Brian
Vercruysse
Rail Safety Program Administrator

Enclosure

cc:

Kyle Spree, CPKC Railway
kyle.spree@cpkcr.com

Steve Cork, Metra/NIRC
scork@metrarr.com

**STATE OF ILLINOIS**
**ILLINOIS COMMERCE COMMISSION**
**STIPULATED AGREEMENT 2400**

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission ("Commission"), the Village of Bensenville ("Village"), Fenton Community High School District 100 ("FCHS"), and the State of Illinois, Department of Transportation ("Department" or "IDOT")

**WITNESSETH:**

WHEREAS, it has come to the attention of the Commission through a joint Village/FHCS request for assistance from the Grade Crossing Protection Fund (GCPF), that GCPF assistance should be provided for the Village of Bensenville, in association with FCHS, to place and permanently maintain trespass prevention fencing on FCHS property, generally parallel to the Metra and CPKC tracks, without entering railroad property. The proposed fencing would be placed forty (40) feet or more from the nearest rail of the nearest track for an approximate distance of 1700 feet. The fencing is intended to channelize pedestrians using the FCHS athletic fields to the nearest designated public pedestrian crossing at Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois, and;

WHEREAS, proper investigation has been made of the circumstances surrounding the subject crossing by a representative of the Commission's Transportation Division Railroad Section; and

WHEREAS, the physical aspects, including layout of the fence and other pertinent information from is shown on Exhibit A, attached to this Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish proposed improvements to the crossing upon determination of the Commission by Order.

WHEREAS, funding is now needed from the GCPF for reimbursing the Village's costs of installing the Trespass Prevention Fencing.

NOW, THEREFORE in consideration of the promises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law, authorizing funding for trespass mitigation, and that the cost for the work be divided among the parties according to law, and that in the interest of the traveling public the GCPF should be required to bear a substantialportion of the cost; To Wit the parties agree as follows:

Section 1 All work encompassed by this Agreement shall be done in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the following is required in the interest of public safety at the aforesaid crossing:

(a) Install/cause to be installed and thereafter maintain/cause to be maintained Trespass Prevention Fencing at locations as shown on Exhibit A, attached hereto and incorporated herein, by the Village.

Section 3 The Village and FCHS have included a cost estimate for constructing the fencing, in the amount of $115,300, which may be required by Commission Order (Exhibit B).

Section 4 The Village shall upon Order, according to the requirements contained therein, proceed toward the completion of tasks with its own forces or appropriate contracted services and agrees that an appropriate time for the completion of the proposed fencing should be six (6) months from the date of a Commission Order approving this agreement.

Section 5 The parties agree that an equitable division of cost for the proposed Land Acquisition and Preliminary Engineering is as follows:

**- COST DIVISION TABLE -**

| IMPROVEMENT | EST. COST | GCPF | VILLAGE |
|---|---|---|---|
| Install/cause to be installed Trespass Prevention Fencing at locations as shown on Exhibit A, | $115,300 | (100%) $115,300 | $0 |
| **TOTALS** | **$115,300** | **$115,300[1]** | **$0[2,3]** |

Notes:
[1] Total GCPF payment not to exceed $115,300 unless a Supplemental Commission Order approving overruns is Petitioned by the Village and approved by the Commission;
[2] The Village shall be responsible for the costs and performance of future maintenance of the fencing, either with its own forces or through a separate agreement with FCHS
[3] Any further GCPF will require submittal of documentation and evidence to support additional costs.
[4] **To be eligible for GCPF reimbursement, all steel products will require certification of being made in the USA, via IDOT's normal MFT expenditures approval process.**

Section 6 The Village is financially able and willing to assume the responsibility for costs exceeding the GCPF not-to-exceed contribution limits listed in the cost division table, should said costs not be approved by a Supplemental Order of the Commission.

Section 7 The CPKC and Metra/NIRC are not required or included as party(s) to this agreement as no entry onto either Railroad's property is involved; however, the Village/its consultant shall obtain each railroad's permission via each railroad's right-of-entry process if ever needing to enter the railroad right(s)-of-way. The appropriate railroad right-of-entry contacts and addresses for coordination can be obtained from each Railroad's Public Projects Manual online or by contacting Staff of the Commission's Railroad Safety Section at (217) 782-7660.

The Village shall complete and submit to the Project Manager information portion of the Project Status Report sheet, attached as Exhibit C, along with the executed agreement.

The Village shall, at three (3) month intervals from the date of the Commission Order approvingthis Agreement, or any Supplemental Order(s) issued for the project, submit to the Directorof Processing and Information, Transportation Bureau of the Commission, a Project StatusReport, attached as Exhibit C, regarding the progress it has made toward completion of thework required by this Agreement. Each Project Status Report shall include the CommissionOrder's docket number, the Order date, the project completion date as noted in the Order,crossing information (inventory number and railroad milepost), type of improvement, and thename, title, mailing address, phone number, facsimile number, and electronic mailing address of the Village Project Manager.

All bills for work specified in Section 2 and Section 5 of this Agreement authorized for reimbursement from the GCPF, shall be submitted to: Engineer of Local Roads and Streets, Illinois Department of Transportation, Region 1, District 1, 201 West Center Court, Schaumburg, IL 60196-1096.

All bills shall meet the minimum documentation requirements set forth in Section 8 of this Agreement. All bills will be paid in accordance with the State Prompt Payment Act as currently enacted (Illinois Compiled Statutes, 30 ILCS 540/).

Section 8 Billing - For all work specified in this Agreement, and authorized by an Order of the Commission, the Village shall assure that sufficient documentation for all bills is made available to the Department. The Village shall also be responsible for obtaining sufficient documentation from the respective railroads for any railroad flagging charges. The minimum documentation that must be made available is outlined on the following page:

a) Labor Charges (including additives) - Copies of employee work hours charged to the project.
b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; and the number of hours the equipment was used on the project.
c) Material - An itemized list of all materials purchased and installed at the crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
d) Engineering - Copies of employee work hours charged to the project.
e) Supervision - Copies of employee work hours charged to the project.
f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.
g) Service Dates - Invoice shall include the beginning and ending date of the work accomplished for the invoice.
h) Final or Progressive - Each invoice shall be marked as a Progressive or a Final Invoice, as applicable.
i) Reference Numbers - Each invoice shall include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
j) Locations - Each invoice shall show the location, with the street name and AAR/DOT crossing inventory number.
k) Travel – Each invoice shall include copies of all costs incurred, such as lodging, meals, per diem, rates and totals. Rail carriers shall provide an electronic copy of its current Rail Carrier Travel Policy. Reimbursement of travel costs shall be in accordance with State of Illinois travel regulations under 80 Illinois Administrative Code part 3000 and appendices. Any proposal or attempt to use an alternative travel reimbursement method must be reviewed and approved by IDOT prior to travel.

Reimbursement of railroad labor additives (for Railroad Force Account and Railroad Flagging) will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and the public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and the Federal Highway Administration. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles, are not eligible for reimbursement on this project. Surcharges will be subject to review and approval by IDOT;

The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for the project. The final invoice for expenditures from each party shall be clearly marked "Final Invoice". The Department shall not obligate any assistance from the GCPF for the cost of proposed improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12th month from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for this project, conduct a review to determine if any unused assistance from the GCPF should be de-obligated. Upon completion of the review, the Commission shall notify the Department to de-obligate all residual funds accountable for installation costs for this project. Notification may be by regular mail, electronic mail, fax, or phone.

Section 9 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days, accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this 3rd day of October 2025.

Brian Vercruysse

Brian Vercruysse, P.E.
Rail Safety Program Administrator

Illinois Commerce Commission Stipulated Agreement 2400, executed by Commission Staff on October 3, 2025, concerning the installation of trespass mitigation fencing along Fenton Community High School's border with the Northeast Illinois Regional Commuter District tracks, starting near the highway-rail grade crossings of Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois.

Executed by the Village of Bensenville this _____ day of _____ 2025.

VILLAGE OF BENSENVILLE

By: _____

Illinois Commerce Commission Stipulated Agreement 2400, executed by Commission Staff on October 3, 2025, concerning the installation of trespass mitigation fencing along Fenton Community High School's border with the Northeast Illinois Regional Commuter District tracks, starting near the highway-rail grade crossings of Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois.

Executed by Fenton Community High School District 100 this _____ day of _____ 2025.

FENTON COMMUNITY HIGH SCHOOL DISTRICT 100

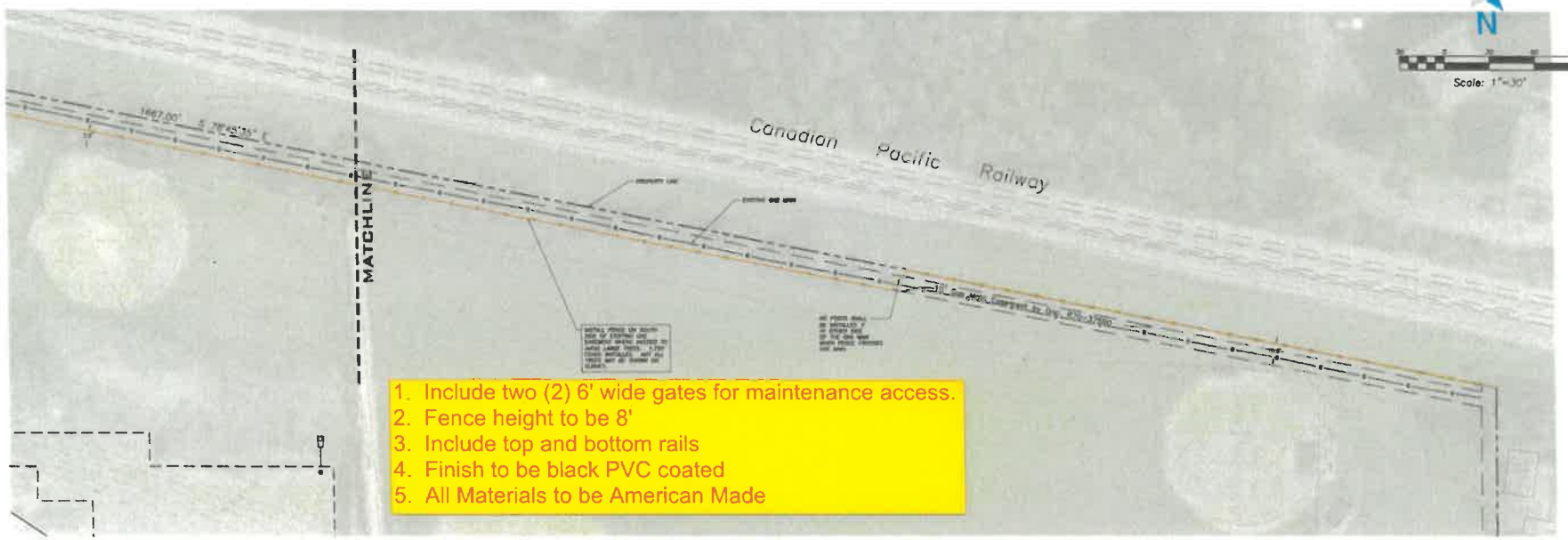
By: _____

Illinois Commerce Commission Stipulated Agreement 2400, executed by Commission Staff on October 3, 2025, concerning the installation of trespass mitigation fencing along Fenton Community High School's border with the Northeast Illinois Regional Commuter District tracks, starting near the highway-rail grade crossings of Busse Road/Kingery Expressway (AAR/DOT #372175E, railroad milepost 18.11-C) in Bensenville, DuPage County, Illinois.

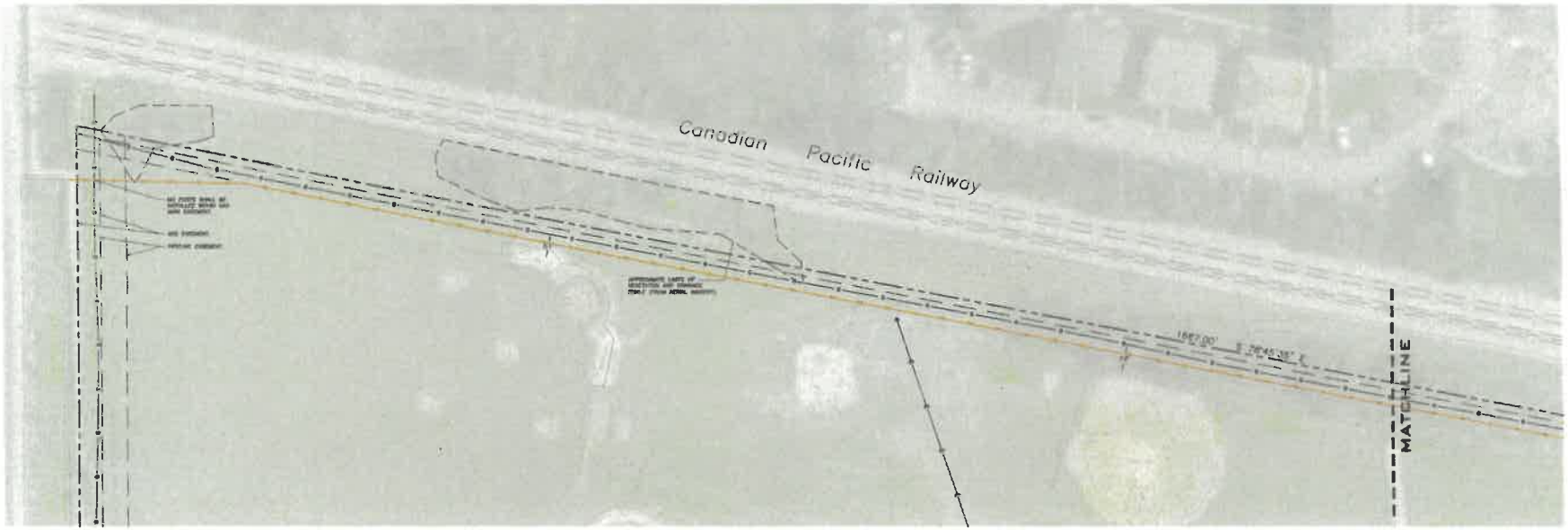
Executed by the Illinois Department of Transportation this _____ day of _____ 2025.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____




EAST PLAN VIEW




WEST PLAN VIEW

FENCE INSTALLATION NOTES

1. No Posts Shall Be Installed Within Utility Easements.
2. Exact Tree and Drainage Swales to be Verified in Field to Determine Exact Fence Location.
3. Fence Shall Not Run Within 3' Parallel To A Utility Main.

175

STR

ARCHITECTS:
STR Partners, LLC
350 West Ontario Street | Suite 200
Chicago, IL 60654
T: 312.464.1444
www.strpartners.com

Site Engineer
Erikson Engineering
136 S Jefferson St, Suite 135
Chicago, IL 60661
(312) 463-0661
Landscape Architecture
Erikson Engineering
136 S Jefferson St, Suite 135
Chicago, IL 60661
(312) 463-0661
Structural Engineer
C F Anderson & Associates
175 N. Franklin St.
Chicago, IL 60606
(312) 700-1701
Construction Manager
Gilbane Building Company
123 Wacker Dr. 28th Floor
Chicago, IL 60606

KEY PLAN

SCOPE DOCUMENT

This drawing is one drawing within a complete set of documents and shall not be considered separately from the Drawings as a whole. The Drawings indicate the general nature of the project in terms of architectural design, concept, the dimensions of the building, the major architectural elements and the type of structural, mechanical, and electrical systems. As Scope Documents, the Drawings do not necessarily indicate or describe all work required for full performance and completion of the requirements of the Construction Documents. On the basis of the general scope indicated or established, the Contractor shall furnish all items required for the proper execution and completion of the Work.

Copyright Notice, Copyright © 2022 STR PARTNERS, LLC
The information in this document is the intellectual property of STR Partners, LLC. It is intended solely for use by the "Client" during only the specific project. Reproduction of any portion of this document for any purpose other than for its intended use is not permitted without specific, written permission of STR Partners, LLC.

PROJECT

**FENTON HIGH SCHOOL - STORM WATER ENABLING AND STADIUM RENOVATION**
1000 W. Green St.
Bensenville, IL 60106

**FENTON COMMUNITY HIGH SCHOOL DISTRICT 100**
1000 W. GREEN ST.
BENSENVILLE, IL 60106

CLIENT PROJECT NUMBER

STR PROJECT NUMBER
22082

DRAWING DATES

| NUMBER | DATE | COMMENTS |
|---|---|---|
| 1 | 08/05/2022 | ISSUE FOR REVIEW |

DRAWING TITLE

FENCE EXHIBIT

SHEET NUMBER

EX

1947-2025
78
YEARS OF
QUALITY & SERVICE

MIDWEST FENCE Corporation
FENCE & GUARD RAIL CONTRACTORS
900 N. KEDZIE AVENUE • CHICAGO, IL 60651 4187
TEL 773 / 722-6616 • FAX 773 / 722-6626

May 06, 2025

| TO | SITE / SHIP TO |
|---|---|
| GILBANE BUILDING COMPANY | FENTON HIGH SCHOOL |
| 123 NORTH WACKER DRIVE | 1000 W GREEN STREET |
| CHICAGO IL 60606 | BENSENVILLE IL |
| ATTN: SOFIA LOPEZ ESTRADA | ATTN: |
| EMAIL: slopez@gilbaneco.com | EMAIL: |
| PHONE: 773 397 4862 EXT: | PHONE: EXT: |
| CELL: FAX: | CELL FAX: |

*We* propose to furnish and install the following which upon acceptance by you of this proposal are agreed to and accepted by you:

| STYLE | PIPE WGT | HGT OA | MESH & GA | COAT | SELVAGE TOP/BOT | POST SIZE | POST SPACE | TOP RAIL | BTM RAIL | BARBWIRE COAT/SPACE | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 420 | WT 40 | 8 | 2"x9 | BLK | K K | 2 1/2" | 10' | 1 5/8" | 1 5/8 | | |
| | | | | | | | | | | | |

**8' TALL CHAINLINK FENCE RAILROAD**

| | | | |
|---|---|---|---|
| 1677' | LINEAL FEET | COMPLETE FENCE 8' FABRIC WITH TOP AND BOTTOM RAILS | |
| 2 | DRIVE GATE | 1 5/8" | O D. FRAME 6' WIDE WITH PROVISONS FOR PADLOCKING |
| 2 | END POSTS | 3" | O.D.SET IN 12" X 36" DEEP CONCRETE FOOTINGS |
| 3 | CORNER POSTS | 3" | O.D.SET IN 12' X 48" DEEP CONCRETE FOOTINGS |
| 2 | GATE POSTS | 3" | O.D SET IN 12" X 48" DEEP CONCRETE FOOTINGS |
| 167 | LINE POSTS | 2 1/2" | O.D SET IN 12" X 48" DEEP CONCRETE FOOTINGS |

**FOR THE SUM OF $ 115,300.00**

**EXCLUSIONS**
PERMITS
LOCATION OF ALL UTILITIES NOT SIGNATORY TO J.U.L.I.E / DIGGER

**NOTES**

**ESTIMATE IS BASED ON HAVING WORK AREA CLEAR PRIOR TO START OF WORK.**

**MUST HAVE ACCESS WITH EQUIPMENT & VEHICLES FOR MATERIAL DISTRIBUTION AND INSTALLATION.**

PRICES ARE F.O.B. JOBSITE.
TERMS NET: 10 DAYS UPON COMPLETION

ACCEPTED: _____
BY: _____
DATE: _____

**INSURANCE LIMITS ATTACHED**

MIDWEST FENCE CORPORATION

BY: William T Draganowski
176

BILL DRAGANOWSKI

file: s:\proposal\wtd\gilban17.docx

# ILLINOIS COMMERCE COMMISSION
# TRANSPORTATION BUREAU / RAIL SAFETY SECTION
# PROJECT STATUS REPORT:

**TYPE:** (CHECK ONE)

| | |
|---|---|
| PROGRESS | |
| COMPLETION | |

| | |
|---|---|
| DATE | |

**PROJECT INFORMATION:**

| | |
|---|---|
| Reporting Party: | Village of Bensenville |
| Docket/Order #; Date: | |
| Status Report (s) Due: | |
| Ordered Completion Date: | |
| Completion Report Due: | |
| AAR/DOT#, Milepost: | AAR/DOT #372175E, railroad milepost 18.11-C |
| Street, (in/near) City, County: | Bensenville, DuPage County |
| Railroad Company: | |

**PROJECT MANAGER INFORMATION:**

| | |
|---|---|
| Name: | Gilbane Building Company |
| Title: | |
| Representing: | Fenton High School |
| Street Address: | 123 North Wacker Drive |
| City, State, Zip: | Chicago, IL 60606 |
| Office Phone: | (773) 397-4862 |
| Office Fax: | |
| Cellular Phone: | |
| E-Mail Address: | Slopez@gilbaneco.com |

**DESCRIPTION OF IMPROVEMENT(S) ORDERED:**

**STATUS OF WORK:**

# ILLINOIS COMMERCE COMMISSION
# TRANSPORTATION BUREAU / RAIL SAFETY SECTION

Mail directed to the **Rail Safety Section** or the **Director of Processing and Information**, Transportation Bureau of the Commission should be addressed to:

Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, IL 62701-1827

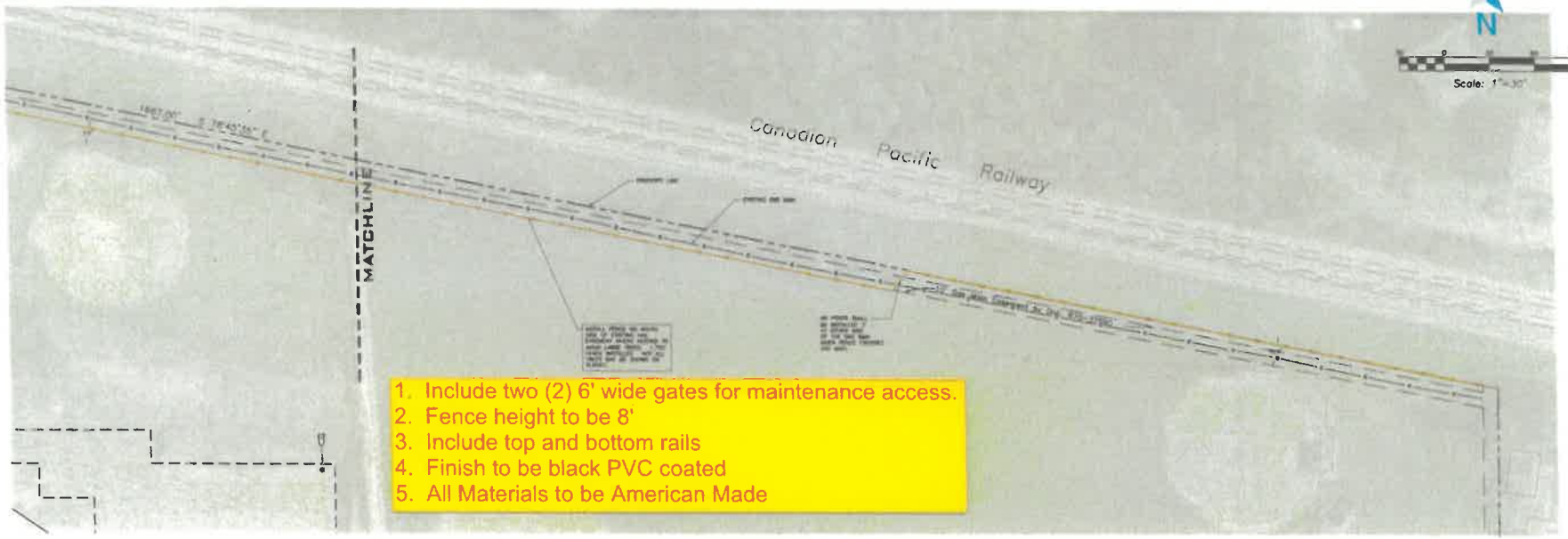
If you have questions contact: Aisha Jackson, Railroad Safety Specialist
Phone: (773) 762-9535
Email: aisha.jackson@illinois.gov

The billing address for **G**rade **C**rossing **P**rotection **F**und reimbursement is:

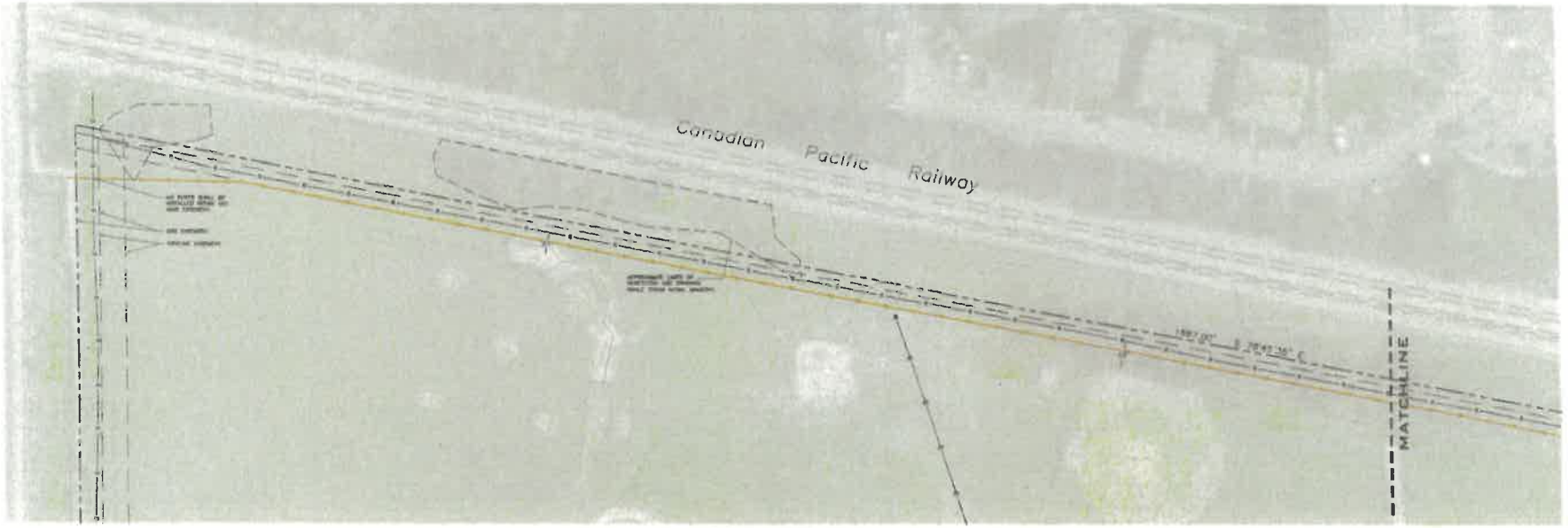
Illinois Department of Transportation
Region 1 Engineer, District 1
Engineer of Roads & Streets
201 W. Center Court
Schaumburg, IL 60196

**EXHIBIT B**

Railroad Fence Site Plan




EAST PLAN VIEW




WEST PLAN VIEW

FENCE INSTALLATION NOTES

1. No Posts Shall Be Installed Within Utility Easements.
2. Exact Tree and Drainage Swales to be Verified in Field to Determine Exact Fence Location.
3. Fence Shall Not Run Within 3' Parallel To A Utility Main.

STR

ARCHITECTS:

STR Partners, LLC
350 West Ontario Street | Suite 200
Chicago, IL 60654

T: 312.464.1444
www.strpartners.com

STR Consultants
Erikson Engineering
136 S Jefferson St, Suite 136
Chicago, IL 60661
(312) 463-0661

Landscape Architecture
Erikson Engineering
136 S Jefferson St, Suite 136
Chicago, IL 60661
(312) 463-0661

Structural Engineering
C.E. Anderson & Associates
176 N Franklin St
Chicago, IL 60606
(312) 759-1701

Mechanical/Electrical Engineering
Gilbane Building Company
123 Wacker Dr. 26th Floor
Chicago, IL 60606

KEY PLAN

SCOPE DOCUMENT

This drawing is one drawing within a complete set of documents and shall not be used separately from the Drawings as a whole. The Drawings indicate the general scope of the project in terms of architectural design concept, the dimensions of the building, the quality of workmanship and the type of structural, mechanical, and electrical systems. By these Documents, the Drawings do not necessarily indicate or describe all work required for full performance and completion of the requirements of the Construction Documents. On the basis of the general scope indicated or described, the Contractor shall furnish all items required for the proper execution and completion of the Work.

Copyright Notice Copyright © 2022 STR PARTNERS, LLC
This information in this document is the intellectual property of STR Partners, LLC. It is intended solely for use by the "Client" during only the specific project. Reproduction of any portion of this document for any purpose other than for its intended use is not permitted without specific written permission of STR Partners, LLC.

PROJECT

**FENTON HIGH SCHOOL - STORM WATER ENABLING AND STADIUM RENOVATION**
1000 W. Green St.
Bensenville, IL 60106

**FENTON COMMUNITY HIGH SCHOOL DISTRICT 100**
1000 W. GREEN ST
BENSENVILLE, IL 60106

CLIENT PROJECT NUMBER

STR PROJECT NUMBER
22082

DRAWING DATES

| NUMBER | DATE | COMMENTS |
|---|---|---|
| | | |
| | | |
| | | |

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Resolution | Brad Hargett | Public Works | October 28, 2025 |

## DESCRIPTION:

Resolution Authorizing the Award of a Design Engineering Services Agreement with Strand Associates, Inc. for the Silver Creek S4 Storm Sewer Improvements (Branigar's Mohawk Subdivision) in the not-to-exceed amount of $59,500.

## *SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*

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

## COMMITTEE ACTION:

Committee of the Whole (Unanimously approved 5-0)

## DATE:

October 21, 2025

## BACKGROUND:

Several areas within the Branigar's Mohawk Subdivision have experienced flooding during heavy rain events due to the storm sewer capacity. These areas include the backyards of those along Tioga Avenue, Hillside Drive, and Church Road as well as the intersection of Algonquin Avenue with Blackhawk Terrace. In 2020, the Village completed a Hydraulic and Hydrologic Study that identifies serval improvements that will help alleviate some of the flooding concerns. The storm sewers do not have capacity causing surcharging at the drainage structure rims and creating ponding in multiple rear yard depressions. Possible alternatives include installing larger storm sewers within the roadway right-of-way along Tioga Avenue, Mohawk Drive, and Algonquin Avenue. This will likely be multi-phased construction projects over multiple years.

## KEY ISSUES:

In 2025, 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. Strand Associates, Inc. (Strand) is one of the short-listed firms to provide stormwater engineering services.

Strand has performed similar services for drainage studies for surrounding municipalities. Strand's proposed scope includes data review, data collection and analysis, development of proposed alternative designs, cost estimation and benefit analysis, report preparation, presentations, and project coordination.

Strand's negotiated proposed work effort and fee totals $59,500. This not-to-exceed fee equates to 2.0% of the estimated construction cost of $3,000,000 for this project, which is typical for the preliminary phase for projects of similar size and scope.

## ALTERNATIVES:

Discretion of Village Board

## RECOMMENDATION:

Staff recommends approval of a Resolution Authorizing the Award of a Design Engineering Services Agreement with Strand Associates, Inc. for the Silver Creek S4 Storm Sewer Improvements (Branigar's Mohawk Subdivision) in the not-to-exceed amount of $59,500.

## BUDGET IMPACT:

In FY-2025 this project was not funded, but we are initiating the design phase of various areas with drainage problems throughout the Village, including the Silver Creek S4 Storm Sewer Improvements (Branigar's Mohawk Subdivision). Based on the negotiated fee, the proposed budget impact will be as follows:

- $59,500 from Capital Improvements Fund Account #31080850-536513-28501

Adequate funding is available in the CIP Stormwater Fund Account. This account if funded through Long Term General Obligation (LTGO) bonds and our Excess Fund Balance Policy.

## ACTION REQUIRED:

Resolution Authorizing the Award of a Design Engineering Services Agreement with Strand Associates, Inc. for the Silver Creek S4 Storm Sewer Improvements (Branigar's Mohawk Subdivision) in the not-to-exceed amount of $59,500.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Resolution | 10/14/2025 | Resolution Letter |
| Location Map | 10/14/2025 | Backup Material |
| Proposal | 10/15/2025 | Backup Material |

**RESOLUTION NO. _____**

**AUTHORIZING THE EXECUTION OF A DESIGN ENGINEERING SERVICES AGREEMENT WITH STRAND ASSOCIATES, INC. FOR THE SILVER CREEK S4 STORM SEWER IMPROVEMENTS (BRANIGAR'S MOHAWK SUBDIVISION) IN THE NOT-TO-EXCEED AMOUNT OF $59,500**

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

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

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

WHEREAS stormwater management is one of the core services provided by the Village; and

WHEREAS several areas within the Branigar's Mohawk Subdivision have experienced flooding during heavy rain events due to the storm sewer capacity. These areas include the backyards of those along Tioga Avenue, Hillside Drive, and Church Road as well as the intersection of Algonquin Avenue with Blackhawk Terrace; and

WHEREAS the Village is initiating the design phase of various areas with drainage problems throughout the Village, including the Silver Creek S4 Storm Sewer Improvements (Branigar's Mohawk Subdivision); and

WHEREAS in 2020, the Village completed a Hydraulic and Hydrologic Study that identifies serval improvements that will help alleviate some of the flooding concerns; and

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

WHEREAS Strand Associates, Inc. (Strand) of Joliet, IL is one of the short-listed design engineering firms; and

WHEREAS Strand has an extensive amount of experience working on municipal projects including multiple projects for the Village; and

WHEREAS the Village requested a proposal from Strand for the proposed improvements; and

WHEREAS after project scoping and negotiations, Strand has provided a design engineering agreement in the not-to-exceed amount of $59,500; and

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing an award of a contract for design engineering services with Strand Associates, Inc. for the Silver Creek S4 Storm Sewer Improvements (Branigar's Mohawk Subdivision) in the not-to-exceed amount of $59,500.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 28, 2025.

APPROVED:

_____
Frank DeSimone
Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

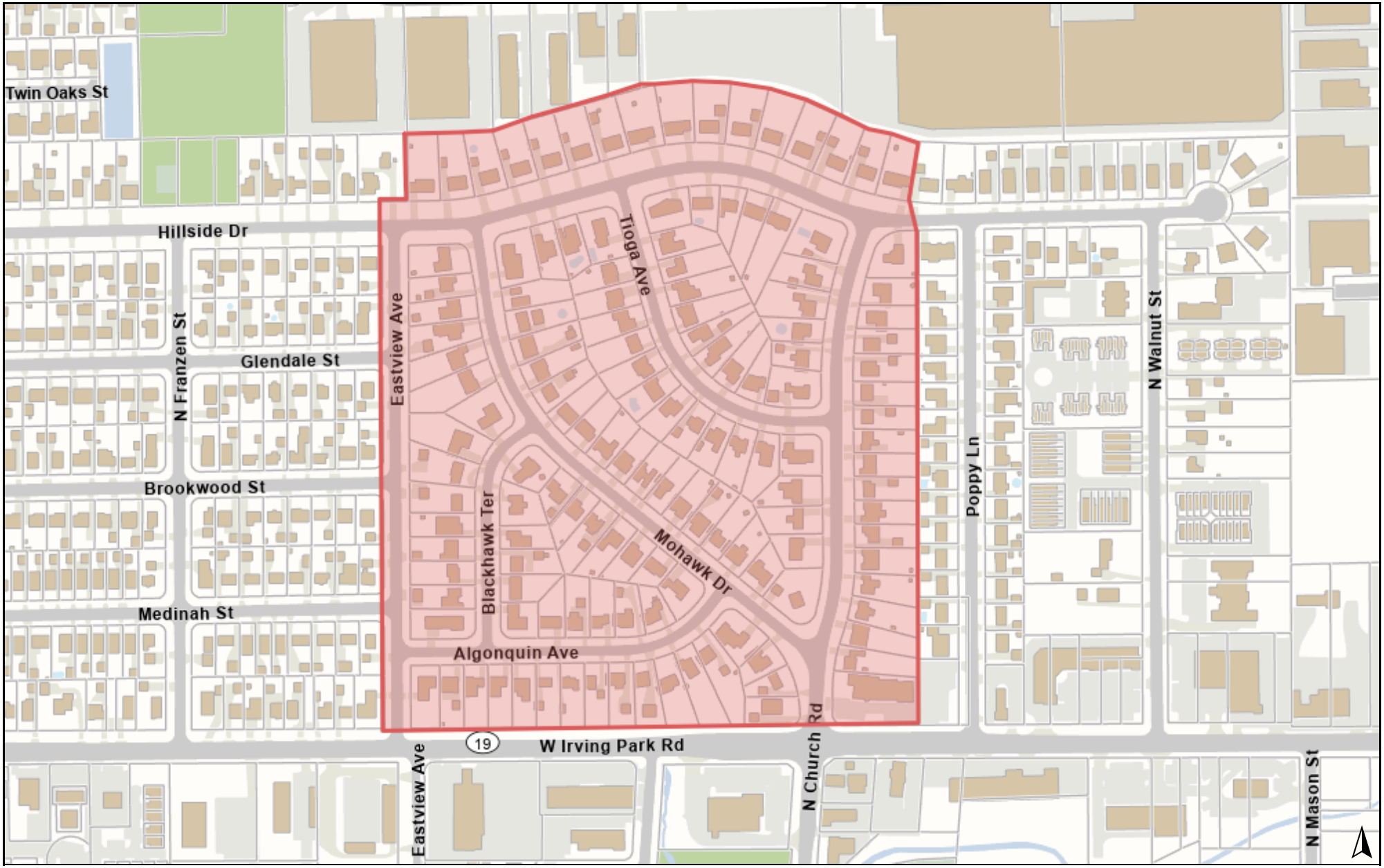
AYES: _____

NAYS: _____

ABSENT: _____

GISConsortium

# Bensenville- Silver Creek S4 Storm Sewer Improvements (Branigar's Mohawk Subdivision)




0 500 1000 ft

**Print Date: 9/9/2025**

**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.*

STRAND ASSOCIATES®
Excellence in Engineering℠

Strand Associates, Inc.®
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200
www.strand.com

October 14, 2025

Village of Bensenville
717 East Jefferson Street
Bensenville, IL 60106

Attention: Mr. Brad Hargett, P.E., PLS, CFM; Engineering Manager

Re: Agreement for General Services
Silver Creek S4 Storm Sewer (Branigar's Mohawk Subdivision) Drainage Study

This is an Agreement between the Village of Bensenville, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide engineering services (Services) for the Silver Creek S4 Storm Sewer (Branigar's Mohawk Subdivision) Drainage Study project. This Agreement shall be in accordance with the following elements.

**Scope of Services**

ENGINEER will provide the following Services to OWNER.

1. Attend a kickoff meeting with OWNER to discuss project scope and schedule and prepare and distribute meeting minutes.
    a. Obtain existing data from OWNER including geographic information systems (GIS) utility maps, prior studies and drawings, and the existing XPSWMM two-dimensional hydrologic and hydraulic model (the model) for the Silver Creek Watershed (which is also known as the Bensenville Ditch Watershed).
    b. Obtain existing conditions information as available from OWNER such as flood depth, elevation data, recorded intensity of rainfall, and flooding extents for historic storm events; photographs or resident reports of flooding; and any flood damage-related data for Branigar's Mohawk Subdivision (the Study Area) generally bounded by Hillside Drive on the north, Irving Park Road on the south, Eastview Avenue on the west, and Poppy Lane on the east; located in the Silver Creek/Bensenville Ditch Watershed.
2. Provide OWNER with monthly updates regarding the project schedule, engineering budget, the prior month's progress of services, and the following month's anticipated services.
3. Maintain a data log listing the various documents, tools, and resources provided by OWNER and gathered by ENGINEER for the study. This log will be reviewed at the kickoff meeting and used to document information distribution.
4. Review existing data and conditions information provided by OWNER for the Study Area.
5. Review the model for existing conditions in the Study Area including the existing storm sewer network through record drawings, GIS data, and available topographic information.
6. Identify potential modifications to the model for the Study Area including system modifications performed since the last model update and updated rainfall data to Bulletin 75.
7. Conduct a one-day field review of the Study Area for observation of select structures from the ground surface (with no entry to confined spaces) and visual review of record drawing data.

8. Implement modifications to the model based on findings and discussions with OWNER.

9. Calibrate the model for one historical rainfall event and compare modeling results to the flood impact and extent data provided by OWNER for the Study Area.

10. Prepare maps and tables that summarize the model output of flood risk areas for the chosen historical rainfall event and projected five-, ten-, 25-, and 100-year rainfall events from the model in the Study Area. Provide maps and tables to OWNER for review and comment.

11. Conduct a virtual meeting with OWNER to review the model output of flood risk areas and model updates. Prepare and distribute meeting minutes.

12. Attend up to two virtual meetings with OWNER and other consultants performing work in the Silver Creek/Bensenville Ditch Watershed to discuss potential stormwater management and conveyance system modifications within the Silver Creek/Bensenville Ditch Watershed.

13. Review and document up to four potential alternatives for stormwater management in the Study Area, including the following:

    a. Prior proposed improvements for Problem Area B5 in the study prepared by AECOM dated February 2012.

    b. Prior proposed improvements for Problem Area S4 in the study prepared by Engineering Resource Associates, Inc., dated August 11, 2020.

    c. Up to two additional alternatives for the Study Area.

14. Evaluate potential alternatives to provide the following stormwater management level of protection for the Study Area:

    a. Ten-year recurrence storm: Maintained in the conveyance system.

    b. Twenty-five-year recurrence storm: Surface flooding maintained with maximum six-inch depth in roadway right of way and in existing easements.

    c. One hundred-year recurrence storm: Surface flooding maintained 30 feet from residential homes.

15. Perform set-up, simulation, and model analysis of the potential alternatives.

16. Develop a draft technical memorandum of the potential alternatives and the study findings, including exhibits of the alternatives. Provide the draft technical memorandum to OWNER for review and comment.

17. Attend one virtual meeting with OWNER to discuss the draft technical memorandum and OWNER's selected alternative. Prepare and distribute meeting minutes.

18. Develop exhibits and attend one public meeting with OWNER to the present the draft drainage study and solicit public feedback and discussion. Document comments and distribute to OWNER.

19. Revise the draft to a prefinal technical memorandum, including the following:

    a. Descriptions of the advantages and disadvantages, potential regulatory issues, public and private impacts, and other identified factors affecting the OWNER-selected alternative.

    b. A preliminary opinion of probable construction cost for the OWNER-selected alternative.

20. Provide the prefinal technical memorandum to OWNER for review and attend one in-person meeting with OWNER to discuss the prefinal memorandum and next steps.

21. Finalize the technical memorandum and provide to OWNER.

**Service Elements Not Included**

The following services are not included in this Agreement. If such services are required, they will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.

2. Drawings and Specifications: Final design services including drawings and specifications.

3. Flood Studies: Any services involved in performing flood and floodway studies.

4. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for the project.

5. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.

**Compensation**

OWNER shall compensate ENGINEER for Services under this Agreement a lump sum of $59,500.

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

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

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

**Schedule**

Services will begin upon execution of this Agreement, which is anticipated the week of October 20, 2025. Services are scheduled for completion on June 30, 2026.

**Standard of Care**

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

**OWNER's Responsibilities**

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.

2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.

3. Provide access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.

4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.

5. Provide all legal services as may be required for the development of this project.

**Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER. If OWNER requires more than general guidance, then OWNER agrees to obtain an independent cost estimate by others.

**Changes**

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.

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

**Extension of Services**

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

**Payment**

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

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

Failure to make payments to ENGINEER is cause for termination upon two-week notice to OWNER.

**Termination**

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

**Data Provided by Others**

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

**Third-Party Beneficiaries**

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

**Dispute Resolution**

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

**Remedies**

Neither ENGINEER nor OWNER shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Agreement. This mutual waiver is applicable, without limitation, due to either party's termination of this Agreement.

**Terms and Conditions**

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services** and represent the entire Agreement and supersede any prior proposals, Requests for Qualifications, or Agreements. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

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

| ENGINEER: | | OWNER: | |
|---|---|---|---|
| STRAND ASSOCIATES, INC.® | | VILLAGE OF BENSENVILLE, ILLINOIS | |
| Joseph M. Bunker | 10/15/2025 Date | Frank DeSimone | Date |
| Corporate Secretary | | Village President | |

**Client:** Village of Bensenville
**Project:** Silver Creek S4 Storm Sewer (Branigar's Mohawk Subdivision) Drainage Study
**Job No.:** TBD
Date: 1-Oct-2025

| Task | | | PRINCIPAL | PROJ. MANAGER | QA/QC | TECH. ADVISOR | PROJ. ENGINEER 1 | GIS TECH. | OP | BUDGET TOTALS Hours | Expense Cost | Labor Cost | Line Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Project Startup and Existing Conditions Evaluation** | | | | | | | | | | | | | |
| | Project startup and management (8 mos.) | 8 | 4.00 | 14.00 | 2.00 | 4.00 | 2.00 | 2.00 | 4.00 | 32.00 | $501.60 | $5,661.25 | $6,162.85 |
| | Meeting No. 1 - Kickoff Meeting (in-person) | | | 6.00 | | 4.00 | | | 1.00 | 11.00 | $144.54 | $2,136.77 | $2,281.31 |
| | Review existing data | | | 4.00 | | | | | | 4.00 | $35.20 | $557.78 | $592.98 |
| | Review existing H&H model and identify updates | | | 12.00 | 2.00 | | 8.00 | | | 22.00 | $290.40 | $3,106.67 | $3,397.07 |
| | Field review (1 day) | | | 8.00 | | | 8.00 | | | 16.00 | $87.34 | $2,114.99 | $2,202.33 |
| | Update existing conditions H&H model | | | 8.00 | 2.00 | | 32.00 | | | 42.00 | $554.40 | $5,547.16 | $6,101.56 |
| | Calibrate existing conditions H&H model to historic rain event | | | 2.00 | 1.00 | | 8.00 | | | 11.00 | $145.20 | $1,495.26 | $1,640.46 |
| | Run existing conditions model for 5-, 10-, 25-, and 100-year recurrence storms | | | 2.00 | 1.00 | | 8.00 | | | 11.00 | $145.20 | $1,495.26 | $1,640.46 |
| | Prepare exhibits and tables of modeling results | | | 4.00 | | 2.00 | 8.00 | 2.00 | | 16.00 | $211.20 | $2,500.21 | $2,711.41 |
| | Meeting No. 2 - Existing conditions review (virtual) | | | 3.00 | | 1.50 | | | 1.00 | 5.50 | $70.40 | $981.32 | $1,051.72 |
| | Meeting No. 3 - Consultant coordination meeting 1 of 2 (virtual) | | | 3.00 | | 1.50 | | | 1.00 | 5.50 | $70.40 | $981.32 | $1,051.72 |
| **Project Startup and Existing Conditions Evaluation** | | | 4.00 | 66.00 | 8.00 | 13.00 | 74.00 | 4.00 | 7.00 | 176.00 | $2,255.88 | $26,577.99 | $28,833.87 |
| **Alternatives Evaluation** | | | | | | | | | | | | | |
| | Alternatives investigation (up to 4 alternatives) | | | 4.00 | 2.00 | 4.00 | 8.00 | | | 18.00 | $158.40 | $3,170.48 | $3,328.88 |
| | Alternatives modeling (up to 4 alternatives) | | | 2.00 | 1.00 | | 24.00 | | | 27.00 | $356.40 | $3,494.11 | $3,850.51 |
| | Prepare exhibits and tables of modeling results | | | 4.00 | | 2.00 | 8.00 | 4.00 | | 18.00 | $292.60 | $2,853.52 | $3,146.12 |
| | Draft technical memorandum of alternatives investigation | | | 8.00 | 2.00 | 2.00 | 8.00 | | 4.00 | 24.00 | $266.20 | $3,621.45 | $3,887.65 |
| | Meeting No. 4 - Alternatives investigation review (virtual) | | | 3.00 | | 1.50 | | | 1.00 | 5.50 | $70.40 | $981.32 | $1,051.72 |
| | | | | | | 1.50 | | | | 1.50 | | $442.27 | $442.27 |
| | Meeting No. 5 - Consultant coordination meeting 2 of 2 (virtual) | | | 3.00 | | 2.00 | | | 1.00 | 6.00 | $74.80 | $1,128.74 | $1,203.54 |
| | Public meeting materials | | | 4.00 | | 2.00 | 8.00 | | | 14.00 | $233.20 | $2,146.90 | $2,380.10 |
| | Public meeting attendance and notes | | | 4.00 | | 4.00 | 6.00 | | 1.00 | 15.00 | $154.00 | $2,607.45 | $2,761.45 |
| **Alternatives Evaluation** | | | 0.00 | 32.00 | 5.00 | 19.00 | 62.00 | 4.00 | 7.00 | 129.00 | $1,606.00 | $20,446.24 | $22,052.24 |

Date: 1-Oct-2025

| Task | | PRINCIPAL | PROJ. MANAGER | QA/QC | TECH. ADVISOR | PROJ. ENGINEER 1 | GIS TECH. | OP | BUDGET TOTALS Hours | Expense Cost | Labor Cost | Line Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Final Study** | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | Desired alternative evaluation | | | | | | | | | | | |
| | Detailed information | | 2.00 | | 1.00 | 4.00 | | | 7.00 | $61.60 | $1,073.45 | $1,135.05 |
| | OPCC | | 4.00 | | 1.00 | 2.00 | | | 7.00 | $61.60 | $1,102.48 | $1,164.08 |
| | Final exhibits | | 2.00 | | | 4.00 | | | 6.00 | $79.20 | $778.60 | $857.80 |
| | | | | | | | | | | | | |
| | Pre-final technical memorandum | | 2.00 | 1.00 | 1.00 | 4.00 | | 2.00 | 10.00 | $143.00 | $1,531.83 | $1,674.83 |
| | | | | | | | | | | | | |
| | Meeting No. 6 - Pre-final TM review (in-person) | | 6.00 | | 4.00 | | | 1.00 | 11.00 | $206.14 | $2,136.77 | $2,342.91 |
| | | | | | | | | | | | | |
| | Final Study | | 2.00 | | 1.00 | 4.00 | | 2.00 | 9.00 | $134.20 | $1,314.89 | $1,449.09 |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| **Final Study** | | 0.00 | 18.00 | 1.00 | 8.00 | 18.00 | 0.00 | 5.00 | 50.00 | $685.74 | $7,938.02 | $8,623.76 |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | Total Hours | 4.00 | 116.00 | 14.00 | 40.00 | 154.00 | 8.00 | 19.00 | 355.00 | $4,547.62 | $54,962.25 | $59,509.87 |
| | % of Total Hours | 1.1% | 32.7% | 3.9% | 11.3% | 43.4% | 2.3% | 5.4% | | | | |
| | Billing Rate | $252.42 | $139.45 | $216.95 | $294.84 | $124.93 | $176.66 | $120.72 | | | | |
| | Cost | $1,009.70 | $16,175.74 | $3,037.25 | $11,793.74 | $19,238.91 | $1,413.25 | $2,293.66 | | | | |

| | |
|---|---|
| Total Labor Cost | $54,962.25 |
| Total Expense Cost | $4,547.62 |
| Total | $59,509.87 |

| | |
|---|---|
| Project Startup and Existing Conditions Evaluation | $28,800.00 |
| Alternatives Evaluation | $22,100.00 |
| Final Study | $8,600.00 |
| **Contract Budget** | **$59,500** |

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Resolution | Brad Hargett | Public Works | October 28, 2025 |

## DESCRIPTION:

Resolution Authorizing the Award of a Design Engineering Services Agreement with Edwin Hancock Engineering Company for the Silver Creek Storm Sewer Improvements (West of IL-83) in the not-to-exceed amount of $80,200

## *SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*

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

## COMMITTEE ACTION:

Committee of the Whole (Unanimously approved 5-0)

## DATE:

October 21, 2025

## BACKGROUND:

Several dead-end streets on the west side of IL-83 from Irving Park Road to Foster Avenue have experienced flooding during heavy rain events due to the storm sewer capacity along the IDOT's ditches and culverts that run under IL-83. Immediate efforts to restore the ditches on the west side of IL-83 are currently underway by IDOT. In 2020, the Village completed a Hydraulic and Hydrologic Study prepared by Engineering Resource Associates, Inc. that identifies several improvements that will help alleviate some of the flooding concerns. Possible alternatives include evaluating the storm water conveyance as it goes under IL-83 with upsizing of the existing culverts or the addition of new culverts.

## KEY ISSUES:

In 2025, 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. Edwin Hancock Engineering Company (Hancock) is one of the short-listed firms to provide design-engineering services. Hancock has performed similar services for drainage studies for surrounding municipalities. Hancock's proposed scope includes data review, data collection and analysis, development of proposed alternative designs, flood protection assessment, cost estimation and benefit analysis, report preparation, presentations, and project coordination.

Hancock's negotiated proposed work effort and fee totals $80,200. This not-to-exceed fee equates to 5.4% of the estimated construction cost of $1,500,000 for this project, which is typical for projects of similar size and scope.

## ALTERNATIVES:

Discretion of Village Board

## RECOMMENDATION:

Staff recommends approval of a Resolution Authorizing the Award of a Design Engineering Services Agreement with Edwin Hancock Engineering Company for the Silver Creek Storm Sewer Improvements (West of IL-83) in the not-to-exceed amount of $80,200

## BUDGET IMPACT:

In CY2025 this project was not funded, but we are initiating the design phase of various areas with drainage problems throughout the Village, including the Silver Creek Storm Sewer Improvements (West of IL-83). Based on the negotiated fee, the proposed budget impact will be as follows:

- $80,200 from Capital Improvements Fund Account #31080850-536513-27501

Adequate funding is available in the CIP Stormwater Fund Account. This account if funded through Long Term General Obligation (LTGO) bonds and our Excess Fund Balance Policy.

## ACTION REQUIRED:

Resolution Authorizing the Award of a Design Engineering Services Agreement with Hancock Engineering Company for the Silver Creek Storm Sewer Improvements (West of IL-83) in the not-to-exceed amount of $80,200

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Resolution | 10/8/2025 | Resolution Letter |
| Location Map | 10/8/2025 | Backup Material |
| Proposal | 10/8/2025 | Backup Material |

**RESOLUTION NO. _____**

**AUTHORIZING THE EXECUTION OF A DESIGN ENGINEERING SERVICES AGREEMENT WITH EDWIN HANCOCK ENGINEERING COMPANY FOR THE SILVER CREEK STORM SEWER IMPROVEMENTS (WEST OF IL-83) IN THE NOT-TO-EXCEED AMOUNT OF $80,200**

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

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

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

WHEREAS stormwater management is one of the core services provided by the Village; and

WHEREAS several of the dead-end streets on the west side of IL-83 from Irving Park Road to Foster Avenue have experienced flooding during heavy rain events due to storm sewer capacity along IDOT's ditches and culverts that run under IL-83; and

WHEREAS the Village is initiating the design phase of various areas with drainage problems throughout the Village, including the Silver Creek Storm Sewer Improvements (West of IL-83); and

WHEREAS in 2020, the Village completed a Hydraulic and Hydrologic Study that identifies serval improvements that will help alleviate some of the flooding concerns; and

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

WHEREAS Edwin Hancock Engineering Company (Hancock) of Westchester, IL is one of the short-listed design engineering firms; and

WHEREAS Hancock has an extensive amount of experience working on municipal projects including multiple projects for the Village; and

WHEREAS the project team of Hancock and Village Staff have worked well together in the past and staff recommends continuing with this team for the upcoming project; and

WHEREAS the Village requested a proposal from Hancock for the proposed improvements; and

WHEREAS after project scoping and negotiations, Hancock has provided a design engineering agreement in the not-to exceed amount of $80,200; and

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing an award of a contract for design engineering services with Edwin Hancock Engineering Company for the Silver Creek Storm Sewer Improvements (West of IL-83) in the not-to-exceed amount of $80,200.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 28, 2025.

APPROVED:

_____
Frank DeSimone
Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

GISConsortium

# Bensenville- Silver Creek S5 Storm Sewer Improvements (West of IL-83)




0 500 1000 ft

**Print Date: 9/9/2025**

**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.*

AGREEMENT

between the

VILLAGE OF BENSENVILLE

and the

EDWIN HANCOCK ENGINEERING COMPANY

for

FURNISHING OF

**PROFESSIONAL ENGINEERING SERVICES**

for the

**SILVER CREEK DRAINAGE IMPROVEMENTS (WEST OF IL-83) - PHASE I**

in

BENSENVILLE, ILLINOIS

September 2025

AGREEMENT
between the
VILLAGE OF BENSENVILLE
and the
EDWIN HANCOCK ENGINEERING COMPANY
for furnishing

**PROFESSIONAL ENGINEERING SERVICES**

for the

**SILVER CREEK DRAINAGE IMPROVEMENTS (WEST OF IL-83) - PHASE I**

---

THIS AGREEMENT, made and entered into between the VILLAGE of BENSENVILLE, hereinafter referred to as "VILLAGE", and the EDWIN HANCOCK ENGINEERING COMPANY, hereinafter referred to as "ENGINEER", covers the furnishing of Professional Engineering services for the SILVER CREEK DRAINAGE IMPROVEMENTS (WEST OF IL-83) - PHASE I.

The focus of this study is to address persistent flooding within the VILLAGE, specifically the area bounded by Irving Park Road to the south, Spruce Street to the west, Foster Avenue to the north, and Route 83 to the east. The primary objective is to evaluate the effectiveness of the existing sewer crossings on Route 83 in conveying runoff from the tributary area and to determine whether increasing the sewers' capacity, either by enlarging its size or adding a sewer crossing, would mitigate the flooding experienced. Additionally, the scope of work will review the impacts on the existing sewer and the downstream area to the east of Route 83. As part of the mitigation strategy, the feasibility of creating stormwater storage north of Mohawk Park to offset any downstream impacts will also be examined.

The scope of services encompasses a comprehensive review of existing hydraulic studies, targeted data collection and analysis, and an evaluation of proposed alternative design solutions. Additional responsibilities include assessing the effectiveness of the proposed improvements to mitigate flooding during storm events, preparing detailed cost estimates, conducting cost-benefit analyses, and reviewing prior recommendations to support informed decision-making. The ENGINEER will compile all findings into a comprehensive summary report and deliver presentations to stakeholders. Throughout the project's duration, the ENGINEER will manage administrative tasks to ensure seamless coordination, clear communication, and consistent quality control.

WITNESSETH THAT, in consideration of these premises and of the mutual covenants set forth,

I. THE ENGINEER AGREES; upon authorization by the OWNER,

A. To perform, or be responsible for the performance of, the following Professional Engineering services:

1. Review of Hydraulic Studies
   - Evaluate existing hydraulic models and documentation.
   - Assess assumptions, methodologies, and results for accuracy and relevance.
2. Data Collection and Analysis
   - Gather relevant topographic and infrastructure data. Specifically, key inverts of storm sewer on either side of Route 83 within the study area, as well as the elevation of the potential storage area and downstream inverts.
   - Analyze the sewer based on Bulletin 75 rainfall data and update the watershed model based on improvements completed since 2020.
3. Evaluation of Proposed Alternate Designs
   - Review and compare alternate flood mitigation designs to mitigate flooding on the west of Route 83 between Irving Park Road and Foster Avenue.
   - Assess technical feasibility, constructability, and environmental impact of the alternate designs.
4. Flood Protection Assessment
   - Determine the effectiveness of each design in reducing flood risk, specifically in addressing the 10-year and 25-year storm events.
   - Identify residual risks and potential vulnerabilities in the area of Route 83.
5. Cost Estimation and Benefit Analysis
   - Prepare detailed cost estimates for each design alternative.
   - Conduct cost-benefit analyses to support decision-making.
6. Review of Recommendations
   - Critically assess recommendations from prior studies and proposed alternate designs.
   - Provide recommendations for the preferred design based on professional judgment.
7. Summary Report Preparation
   - Compile findings, evaluations, and recommendations into a comprehensive report.
   - Include supporting data, graphics, and appendices as needed.
8. Presentations
   - Prepare and make presentations to staff, committee, and the public.
   - Respond to questions and incorporate feedback where appropriate.

9. Project Administration
    - Coordinate project activities and maintain communication with the client.
    - Track progress, manage timelines, and ensure quality control.

II. THE VILLAGE AGREES;

A. That for the performance by the ENGINEER of the services set forth above, the VILLAGE shall pay the ENGINEER on the following basis of payment:

1. The ENGINEER's compensation for all Preliminary Engineering services performed as stipulated in above Section I.A. shall be a PRELIMINARY ENGINEERING FEE in the amount shown in the section entitled Preliminary Engineering Fee on Attachment B, unless there is a substantial change in the scope, complexity, or character of the study or there is a substantial overrun in the time necessary for the ENGINEER to complete his work due to causes beyond his control.

2. Should such circumstances occur, adjustments in the total compensation to the ENGINEER shall be determined through discussions between the parties of the AGREEMENT. The PRELIMINARY ENGINEERING FEE is based upon estimated fees for portions of the work as itemized in Attachment B.

3. For any related work requested of the ENGINEER that is outside the scope of this AGREEMENT, the costs for the engineering services rendered shall be determined by the Schedule of Hourly Rates shown in Attachment A.

B. That payment to the ENGINEER for the services rendered shall be made in the following manner:

1. Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the VILLAGE, monthly progress payments for the work performed shall be due and payable to the ENGINEER. Such monthly payments shall be equal to One Hundred Percent (100%) of the value of services rendered to date, less all previous payments made to the ENGINEER for design engineering services.

2. Final Payment – An invoice shall be submitted to the VILLAGE after the completion of all design engineering services in the amount of One Hundred Percent (100%) of the total design engineering fee, less progress payments made, shall be due and payable to the ENGINEER.

3. Payments by the VILLAGE and payments by the ENGINEER to its subcontractors and sub-consultants shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1, et seq.).

III. IT IS MUTUALLY AGREED;

A. That this AGREEMENT may be terminated by either party upon a thirty (30) day written notice should the other party fail substantially to perform in accordance with the terms of the AGREEMENT through no fault of the other. Upon such termination and upon payment in full to the ENGINEER of all sums due and owing it, the ENGINEER shall cause to be delivered to the VILLAGE copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from soil surface and subsurface investigations, with the understanding that all such materials become the property of the VILLAGE. The ENGINEER shall be paid promptly for any services completed and any services partially completed. VILLAGE assumes all responsibility and releases ENGINEER from any liability arising from the VILLAGE'S use of partially completed drawings, specifications, or other work product prepared by ENGINEER or for any reuse of ENGINEER'S work product on another project.

B. ENGINEER shall neither have control over nor charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction Work, since these are solely the contractor's rights and responsibilities under the contract documents.

C. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

D. VILLAGE and ENGINEER waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the terms of this Agreement.

E. This Agreement represents the entire and integrated agreement between VILLAGE and ENGINEER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruments signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this

_____ day of _____, 2025

**VILLAGE OF BENSENVILLE**
DuPage County, Illinois
Acting through its
President and Board of Trustees

By _____
Frank DeSimone, Village President

ATTEST:

By _____
Nancy Quinn, Village Clerk

(SEAL)

---

Executed by the ENGINEER, this

_____day of _____, 2025

**EDWIN HANCOCK ENGINEERING COMPANY**
9933 ROOSEVELT ROAD
WESTCHESTER, ILLINOIS 60154

By _____
Derek Treichel, P.E., President

ATTEST:

By _____
Dan O'Malley, P.E., Vice President
(SEAL)

EDWIN HANCOCK ENGINEERING CO. CORPORATE SEAL 1960 DELAWARE

# ATTACHMENT A
# SILVER CREEK DRAINAGE IMPROVEMENTS (WEST OF IL-83) – PHASE I
# SCHEDULE OF HOURLY RATES

| PERSONNEL CLASSIFICATION | HOURLY RATE |
|---|---|
| ENG-VI | 165.00 |
| ENG-V | 150.00 |
| ENG-IV | 140.00 |
| ENG-III | 130.00 |
| ENG- II | 120.00 |
| ENG- I | 110.00 |
| ENGINEERING TECH-V | 138.00 |
| ENGINEERING TECH-IV | 125.00 |
| ENGINEERING TECH-III | 100.00 |
| ENGINEERING TECH-II | 78.00 |
| ENGINEERING TECH-I | 60.00 |
| CAD MGR | 133.00 |
| CAD- II | 110.00 |
| CAD- I | 98.00 |
| ADMINISTRATIVE | 70.00 |

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

# ATTACHMENT B
# SILVER CREEK DRAINAGE IMPROVEMENTS (WEST OF IL-83) – PHASE I

## PRELIMINARY ENGINEERING FEE

| | |
|---|---|
| Review of Hydraulic Studies | $8,100.00 |
| Data Collection and Analysis | $9,700.00 |
| Evaluation of Proposed Alternate Designs | $19,300.00 |
| Flood Protection Assessment | $6,400.00 |
| Cost Estimation and Benefit Analysis | $8,300.00 |
| Review of Recommendations | $5,600.00 |
| Summary Report Preparation | $12,300.00 |
| Presentations | $7,500.00 |
| Project Administration | $3,000.00 |
| **Total Preliminary Engineering Fee** | **$ 80,200.00** |

HANCOCK ENGINEERING | 100 Years of Excellence

Civil Engineers ◆ Municipal Consultants ◆ Established 1911

**VILLAGE OF BENSENVILLE**
**SILVER CREEK DRAINAGE IMPROVEMENTS (WEST OF IL-83)**
**PHASE I ENGINEERING**

| | E-VI $ 165.00 | E-V $ 150.00 | E-IV $ 140.00 | E-II $ 120.00 | CAD $ 110.00 | Cost | Agreement Amount |
|---|---|---|---|---|---|---|---|
| **1. Review Hydraulic Studies and Information** | | | | | | | |
| Review/Evaluate existing hydraulic models and documentation<br>Assess assumptions and results for accuracy and relevance | 2 | 10 | 40 | 0 | 6 | $ 8,090.00 | $ 8,100.00 |
| **2. Data Collection and Analysis** | | | | | | | |
| Gather relevant hydrologic, topographic, and infrastructure data<br>Analyze historical flood records, rainfall data, and watershed | 2 | 8 | 25 | 25 | 15 | $ 9,680.00 | $ 9,700.00 |
| **3. Evaluation of Proposed Alternative Designs** | | | | | | | |
| Review and compare alternate flood mitigation designs<br>Assess technical feasibility, constructability, and impact | 4 | 24 | 80 | 0 | 35 | $ 19,310.00 | $ 19,300.00 |
| **4. Flod Protection Assessment** | | | | | | | |
| Determinate effectiveness of each design in reducing flood risk<br>Identify residual risks and potential vulnerabilities | 2 | 10 | 20 | 0 | 16 | $ 6,390.00 | $ 6,400.00 |
| **5. Cost Estimation and Benefit Analysis** | | | | | | | |
| Prepare detailed cost estiamtes ofr each design alternative<br>Conduct cost-benefit analyes to support decision-making | 4 | 18 | 32 | 0 | 4 | $ 8,280.00 | $ 8,300.00 |
| **6. Review of Recommendations** | | | | | | | |
| Critically assess recommendations from prior studies/stakeholders<br>Provide professional judgment on preferred alternatives | 4 | 12 | 16 | 0 | 8 | $ 5,580.00 | $ 5,600.00 |
| **7. Summary Report Preparation** | | | | | | | |
| Compile findings/evaluations/recommendations into comprehensive report<br>Include supporting data, graphics, and appendices as needed | 2 | 22 | 32 | 0 | 38 | $ 12,290.00 | $ 12,300.00 |
| **8. Presentations** | | | | | | | |
| Prepare and make presentations to staff, committee, and the public<br>Repond to questions and incorporate feedback where appropriate | 6 | 16 | 20 | 0 | 12 | $ 7,510.00 | $ 7,500.00 |
| **9. Project Administration** | | | | | | | |
| Coordinate project activities and maintain communication with client<br>Track progress, manage timelines, and ensure quality control | 8 | 8 | 2 | 0 | 2 | $ 3,020.00 | $ 3,000.00 |
| **Total** | 34 | 128 | 267 | 25 | 136 | $ 80,150.00 | **$ 80,200.00** |

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Resolution | Brad Hargett | Public Works | October 28, 2025 |

## DESCRIPTION:

Resolution Authorizing the Award of a Design Engineering Services Agreement with Michael Baker International, Inc for the 2026 Parking Lot Improvements in the not-to-exceed amount of $61,525.15.

## *SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*

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

## COMMITTEE ACTION:

Committee of the Whole (Unanimously approved 5-0)

**DATE:** October 21, 2025

## BACKGROUND:

In 2023 a Pavement Management Report was prepared that identified the pavement condition of roadways, alleys, and parking lots. The Pavement Condition Index (PCI) rating indicated the Edge Ice Arena (Edge II) parking lot at 735 E. Jefferson Street, score of thirty-five (35). The Emergency Management Agency (EMA) garage at 800 E. Jefferson Street has a gravel parking lot. The Edge II and EMA parking lots have been selected for 2026 Parking Lot Improvements by PCI rating, geographical location, need for additional parking, and the 5-year Capital Plan.

The 2026 Parking Lot Improvements will consist of parking lot full depth pavement removal and replacement, spot curb/gutter improvements, spot sidewalk replacement including ADA ramps, storm sewer repairs, restoration of turf, and pavement markings at the EDGE II parking lot. The EMA parking lot improvements will consist of constructing a new full depth asphalt pavement, earth excavation, new curb and gutters installation, sidewalks, new drainage structure and storm sewers, new parking lot lighting, pavement striping, utility structure adjustments/reconstruction, landscape restoration, and pavement markings.

## KEY ISSUES:

In 2025, 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. Michael Baker International, Inc. (MBI) is one of the short-listed firms to provide design engineering services.

MBI has performed similar services for surrounding municipalities. MBI's proposed scope includes data review, utility coordination, preliminary site layout review as design previous prepared by Village staff, ADA review, grading and utility design, existing and proposed impervious area exhibit, EMA parking lot lighting design and photometric calculations, environmental testing, design of plans, construction specifications, preparing estimates, bidding assistance, and project coordination.

MBI's negotiated proposed work effort and fee totals $61,525.15. This not-to-exceed fee equates to 3.9% of the estimated construction cost of $1,600,000 for this project, which is typical for a project of similar size and scope.

## ALTERNATIVES:

Discretion of Village Board

## RECOMMENDATION:

Staff recommends approval of a Resolution Authorizing the Award of a Design Engineering Services Agreement with Michael Baker International, Inc. for the 2026 Parking Lot Improvements in the not-to-exceed amount of $61,525.15.

## BUDGET IMPACT:

In CY2025 engineering services for this project were not funded as design was being performed in-house. Village staff has completed the preliminary design with MBI to finish the plan preparation. Based on the negotiated fee, the proposed budget impact will be as follows:

- $61,525.15 from Capital Improvements Fund Account #31080800-536513-25605

Adequate funding is available in the CIP Fund Account.

## ACTION REQUIRED:

Approval of a Resolution Authorizing the Award of a Design Engineering Services Agreement with Michael Baker International, Inc. for the 2026 Parking Lot Improvements in the not-to-exceed amount of $61,525.15.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Resolution | 10/15/2025 | Resolution Letter |
| Location Map | 10/15/2025 | Backup Material |
| Proposal | 10/15/2025 | Backup Material |

**RESOLUTION NO. _____**

**AUTHORIZING THE EXECUTION OF A DESIGN ENGINEERING SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC. FOR THE 2026 PARKING LOTS IMPROVEMENTS IN THE NOT-TO-EXCEED AMOUNT OF $61,525.15**

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

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

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

WHEREAS pavement maintenance is one of the core services provided by the Village; and

WHEREAS the limits of Edge Ice Arena (Edge II) parking lot improvements will be the section of the existing parking lot located at 735 E Jefferson Street. The Emergency Management Agency (EMA) parking lot improvement be a new parking lot surrounding the existing EMA garage at 800 E. Jefferson Street; and

WHEREAS Edge II and EMA parking lots have been identified by Village staff for 2026 Parking Lot Improvements by PCI rating (Edge II score of 35), geographical location, need for additional parking, and the 5-year Capital Plan; and

WHEREAS the scope of project at the Edge II parking lot includes parking lot full depth pavement removal and replacement, spot curb/gutter improvements, spot sidewalk replacement including ADA ramps, storm sewer repairs, restoration of turf, and pavement markings. The EMA parking lot improvements will consist of constructing a new full depth asphalt pavement, earth excavation, new curb and gutters installation, sidewalks, new drainage structure and storm sewers, new parking lot lighting, pavement striping, utility structure adjustments/reconstruction, landscape restoration, and pavement markings.

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

WHEREAS Michael Baker International, Inc. (MBI) of Chicago, IL is one of the short-listed design engineering firms; and

WHEREAS MBI has an extensive amount of experience working on municipal projects of similar services required for this project for surrounding municipalities; and

WHEREAS the Village requested a proposal from MBI for the proposed improvements; and

WHEREAS after project scoping and negotiations, MBI has provided a design engineering agreement in the not-to-exceed amount of $61,525.15; and

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing an award of a contract for design engineering services with Michael Baker for the 2026 Parking Lot Improvements in the not-to-exceed amount of $61,525.15.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 28, 2025.

APPROVED:

_____
Frank DeSimone
Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

GISConsortium

# 2026 Parking Lot Improvements




0 450 900 ft

**Print Date: 3/18/2025**

**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.*

# CLIENT SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** ("Agreement") is entered into this **28th** day of **October** 20**25** ("Effective Date") by and between Michael Baker International, Inc. ("MICHAEL BAKER") and Village of Bensenville ("CLIENT") for the "Services" of MICHAEL BAKER in connection with the "Project," both as more fully described in **Exhibit A** (Scope of Services & Compensation). CLIENT and MICHAEL BAKER may be referred to individually as a "Party" and collectively as the "Parties" herein.

**STANDARD OF CARE:** The standard of care applicable to the Services shall be that care and skill ordinarily used by members of the same profession practicing under similar conditions at the time and at the Project locale.

**TIME OF PERFORMANCE:** MICHAEL BAKER shall commence the Services upon receipt of written notice to proceed from CLIENT and shall complete the Services within the time period set forth in this Agreement, subject to any delays caused by CLIENT or any "Force Majeure Event," as defined herein.

**PAYMENT:** CLIENT shall compensate MICHAEL BAKER for the Services as provided herein and **Exhibit A** hereto. Payments shall be made monthly by CLIENT to MICHAEL BAKER based on invoices submitted by MICHAEL BAKER. CLIENT shall pay MICHAEL BAKER interest on any payments not made within thirty (30) days of the date of applicable invoices at the rate of 1.5% per month. In the event the Services are terminated prior to the completion of this Agreement, MICHAEL BAKER shall be paid an amount proportional to the Services rendered through the date of termination. MICHAEL BAKER may suspend the Services if CLIENT fails to timely issue payment as required by the Agreement, and may terminate the Agreement if sums owed MICHAEL BAKER are over 30 days past due.

**USE LICENSE:** MICHAEL BAKER retains all ownership and right (including copyright, patent, intellectual property and common law) to all data and documents prepared or furnished by or on behalf of MICHAEL BAKER in connection with the Services (collectively, "Deliverables"). Conditioned upon payment of all sums due MICHAEL BAKER under this Agreement, CLIENT has a non-exclusive license to use the Deliverables only in connection with the Project. Use of or reliance upon any preliminary or incomplete Deliverables, re-use of any Deliverables without MICHAEL BAKER's prior written approval, modification of any Deliverables without adaptation by MICHAEL BAKER (at an additional cost) or any other unauthorized use of the Deliverables shall be at CLIENT's risk without liability to MICHAEL BAKER. CLIENT shall indemnify and hold MICHAEL BAKER harmless from and against any liability, damage or loss (including, without limitation, attorneys' fees) relating to any unauthorized use, re-use or modification of any Deliverables by CLIENT.

**QUALIFICATIONS/EXCLUSIONS:** MICHAEL BAKER is entitled to rely on the accuracy of any information or documentation furnished to MICHAEL BAKER by CLIENT in connection with the Project, and shall not be liable for any site, legal or environmental condition or requirement relating to the Services that is not disclosed or that is unknown to MICHAEL BAKER prior to the Effective Date. MICHAEL BAKER shall have no responsibility for any construction activities, means, methods, techniques, sequences, procedures or safety programs or precautions employed on the Project, or for any increase, inaccuracy or deviation in any construction cost estimates furnished by MICHAEL BAKER in connection with the Project. If MICHAEL BAKER reviews any shop drawing, product data, samples or other submittal as a part of the Services, such review is limited to checking for general conformance with the design concept contained in the final released for construction design of MICHAEL BAKER, and no other purpose whatsoever.

**CHANGES:** If CLIENT requires changes in the Services, MICHAEL BAKER shall not be obligated to perform such changes without a written change order executed by both Parties. If MICHAEL BAKER elects to furnish additional services without an executed change order, such additional services shall be compensated by CLIENT on a time and material basis plus overhead and profit rates in effect at the time.

**INDEMNIFICATION:** Subject to any applicable limitation of liability, MICHAEL BAKER shall only be obligated to indemnify CLIENT from and against any direct damages incurred by CLIENT resulting from a third-party claim against CLIENT for personal injury (including death) or property (other than to the Project itself) damage that is solely caused by the negligence of MICHAEL BAKER in connection with the Services.

**LIMITATIONS OF LIABILITY:** To the fullest extent permitted by law, CLIENT agrees that: (i) MICHAEL BAKER's total aggregate liability (whether such liability is based in contract, warranty, tort, equity, strict liability, statute, common law, and/or any other claim or theory) for any loss, damage, expense or cost of whatsoever kind or nature arising out of or relating in any way to the Agreement, Services and/or Project shall not exceed the greater of $50,000 or the total fee paid for the Services; and (ii) MICHAEL BAKER shall not be liable to CLIENT for any special, incidental, indirect, exemplary or consequential damage, loss, expense or cost (including, without limitation, loss of use, revenue, income, profit, financing, business, or reputation) arising out of relating in any way to the Agreement, Services or Project.

**FORCE MAJEURE:** MICHAEL BAKER shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by (i) any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, (ii) any action or inaction of CLIENT or a third-party engaged by CLIENT, and/or (iii) any other event, occurrence or circumstance beyond the reasonable control of MICHAEL BAKER (each, a "Force Majeure Event"). The compensation due MICHAEL BAKER and the schedule governing the timing for MICHAEL BAKER's performance shall be equitably increased and extended, respectively, to address any impact to MICHAEL BAKER's performance due to a Force Majeure Event.

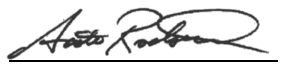
**DEBARMENT CERTIFICATION:** The Parties certify that to the best of their knowledge, they are not presently suspended, debarred or otherwise sanctioned by a state or the federal government, and they do not conduct restricted business with sanctioned countries or sanctioned entities, which are listed by the U.S. Department of the Treasury, Office of Foreign Asset Control or the U.S. Department of Commerce, Bureau of Industry and Security.

**ASSIGNMENT**: Neither Party may assign this Agreement without the prior written consent of the other. Notwithstanding the foregoing, MICHAEL BAKER may subcontract portions of the Services to subconsultant(s) subject to CLIENT's reasonable approval.

**MISCELLANEOUS:** This Agreement shall be construed as if jointly prepared by the Parties, and nothing contained herein is intended or shall be construed to give any third party any interest in the Agreement or the Services and/or any right or claim against MICHAEL BAKER with regard to the Agreement or Services. If any term or provision of this Agreement is adjudicated or determined to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected thereby. The Parties acknowledge that MICHAEL BAKER is furnishing the Services under this Agreement as an independent contractor, and not as an agent, representative, partner, joint venturer or employee of CLIENT. Except as may be otherwise provided by applicable law, each Party shall be responsible for its own attorneys' fees and costs in all disputes between the Parties arising out of or relating to this Agreement. This Agreement (and any change order hereto) may be executed in counterparts, each of which shall be deemed to be an original, but together shall constitute one and the same instrument. Signatures obtained electronically or by facsimile, PDF and/or email shall be treated as valid for all purposes.

**ENTIRE AGREEMENT**: This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter contained herein and supersedes all prior understandings and/or agreements related to the same. No modification or amendment to this Agreement shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Agreement as of the Effective Date.

| **MICHAEL BAKER INTERNATIONAL, INC.** | **VILLAGE OF BENSENVILLE** |
|---|---|
| By:  | By: _____ |
| Signature | Signature |
| Scott Rodseth / Vice President | Frank DeSimone, Village President |
| Printed Name & Title | Printed Name & Title |

**CLIENT SERVICES AGREEMENT**

## EXHIBIT A

## Scope of Services & Compensation

MICHAEL BAKER agrees to furnish CLIENT with the following Services on the Project identified below, and CLIENT agrees to compensate MICHAEL BAKER for such Services as provided in this Exhibit A:

# EDGE II & EMA PARKING LOT IMPROVEMENTS
# PHASE II ENGINEERING SERVICES
Village of Bensenville

**Michael Baker International, Inc**
**October 14, 2025**

## PROJECT LOCATION

The project is located on Jefferson Street, across from the Edge Ice Arena (Edge II) at 735 E. Jefferson Street and includes the adject property surrounding the Emergency Management Agency (EMA) Garage at 800 E. Jefferson Street, in Bensenville, IL 60106.

## PROJECT DESCRIPTION

This project encompasses improvements to two separate parking areas under a single scope: The Edge Ice Arena Parking Lot and the Emergency Management Agency gravel parking lot.

### Edge II Parking Lot

The existing Edge II parking lot will retain its current layout. Improvements will include:

- Reconstruction of deteriorated pavement
- Spot replacement of combination curb and gutter as needed
- Spot replacement of sidewalk as needed
- Repairs or adjustments to drainage structures as needed
- ADA upgrades to meet current standards
- Installation of thermoplastic striping
- Replacement of signage to comply with current codes
- Landscape restoration in all disturbed areas

### EMA Parking Lot

The EMA lot, currently gravel, will be fully reconstructed. Planned improvements include:

- Installation of new B-6.12 curb and gutter
- Full-depth hot-mix asphalt (HMA) pavement
- Reconstruction of driveway aprons for ingress/egress
- New ADA-compliant sidewalks, parking spaces, and signage
- Drainage structures and sewer piping for proper drainage
- Site lighting installation
- Landscape restoration in all disturbed areas

### Project Entities

- The Village of Bensenville is referred to as the VILLAGE.
- Michael Baker International, Inc. is referred to as the CONSULTANT.
- Any work performed by subcontracted parties will be referred to as the SUBCONSULTANT.

**PROJECT ASSUMPTIONS AND EXCLUSIONS**

- All coordination meetings are assumed to be virtual via video conferencing platforms unless otherwise indicated
- The Village will furnish relevant documentation and data to support the project, including record plans, GIS utility atlas information, local standard details and specifications, design CAD files already designed by Village staff, pavement condition reports, pavement core information, and applicable sewer tapes of parking lot drainage. This information will be made available to the Consultant and Subconsultants for use throughout the design process.
- The Village has previously completed topographic survey of the parking lots and adjacent areas; No additional survey is required or included as part of the design scope.
- Assume traffic control for construction will require the parking lots to be staged to maintain as much parking as possible. The Edge II lot and EMA Building lot will be constructed in phases to meet this requirement.
- Stormwater detention or PCBMP will not be required. A pre-construction and post-construction aerial exhibits will be completed comparing net impervious area changes for Village to document.
- No DuPage County Stormwater Management coordination or permit required for this project.
- Lighting of the Edge II parking lot will remain as-is. New lighting of the EMA lot desires to utilize the existing lighting circuits and controller for the Edge II Lot, and will be evaluated for feasibility and design included in the plans.
- The Village will coordinate any other Village department reviews and permits, if required.
- The Village will advertise, solicit bids, hold the bid opening, and prepare construction in-house with their own staff.
- Any necessary Village Board or Committee presentations will be coordinated and made by Village staff

## DESIGN ENGINEERING SERVICES

### TASK 1 - Coordination and Data Collection

1.01 Review Village provided existing information provided for design, including:

- Topographic survey completed by the Village in-house staff
- Preliminary CAD files provided by the Village
- Pavement Core reports previously completed by the Village's subconsultant
- Coordinate with the Village to incorporate Village GIS files for existing utilities including storm, sanitary, water distribution, electrical/lighting, trees, signs, etc.
- CCTV sewer tape review to evaluate any sewer failures for repair as part of the project. Village to flush and televise with in-house staff and provide any tapes for review by Consultant.

1.02 Preliminary Utility Company Coordination - Consultant will order a Design J.U.L.I.E. ticket to identify any facility owners in the project limits. Michael Baker will send letters or e-mails and project location maps to the identified utility companies to obtain public utility and dry utility atlas maps.

1.03 Soil Testing / CCDD Certification (Subconsultant Coordination) – Consultant will employ and coordinate subconsultant who will obtain soil samples to produce an executed LPC 663 form and required back up for inclusion in the bid documents and for use by the awarded contractor.

**See Attachment A.2 for SEECO Consultants, Inc. Proposal**



**Michael Baker International, Inc.**
200 West Adams Street | Suite 1800 | Chicago, IL 60606
Office: 312-707-8770| Fax: 312-707-8804 | mbakerintl.com

**TASK 2 - Geometric and Utility Review**

2.01 Preliminary Site Layout Review – Consultant will review the Village's preliminary layout of the EMA parking lot and review the design for possible improvements. We will review two-way drive aisle locations and dimensions, green space locations, driveway ingress/egress to Jefferson Street, and propose lighting locations.

2.02 ADA Review – Consultant will review the Edge II lot for compliance with current ADA and PROWAG requirements, as well as ADA parking requirements to ensure national, state, and local codes are met during design.

2.03 Existing Lighting Review – Consultant to work with Village to evaluate existing lighting system for the Edge II lot and to prepare for expansion to light the EMA lot. Consultant will review as-built lighting plans (if available) and will coordinate a field meeting to review controller locations, wire sizing, wire layout, and reflect existing lighting in the plans.

2.04 Existing Strom Sewer Review – Consultant will perform field visit with Village Staff to evaluate existing drainage structure condition and recommend adjustments or replacements as necessary. This step will allow for future drainage of EMA lot connection feasibility.

2.05 Parking Lot Grading/Design – Consultant will design the parking lot extension to the EMA building, with design focusing on conveying water to new sewer locations or curb outlet location. Grading will be done to minimize haul off of the existing stone.

2.06 ADA Grading/Design – ADA routes and paths will be established by in the existing and new parking lots with proper grading and slopes to meet current regulatory requirements. Existing sidewalk or paths in the Edge II lot may need upgrading or reconstruction to meet current requirements and Consultant will verify these requirements are met.

**TASK 3 - Storm Sewer Design**

3.01 Inlet and Storm Pipe Layout/Design – Consultant will perform layout of inlets and storm sewer pipes to drain the new EMA lot. A closed drainage system, curb outlets, or a combination of both for draining the lot in a similar manner to the existing impervious gravel lot will be designed.

3.02 Existing vs Proposed Impervious Area Exhibit – Consultant will produce a comparative exhibit documenting the net changes in pervious and impervious areas.

**TASK 4 - Lighting Design**

4.01 EMA Lot Lighting Design – Consultant will layout new lighting fixture locations with the assumption that the existing lighting system for the Edge II lot can be utilized to run additional lighting units. The Village to provide the desired pole and fixture for design. Wiring plans will be completed.

4.02 Photometric Calculations – Consultant will perform photometric calculations for the existing Edge II lot and the proposed EMA lot to verify lighting levels and identify any deficiencies.

**TASK 5 - Plans Development**

5.01 Prefinal Plans - Consultant will develop prefinal contract plans for bidding, with the Village reviewing the 95% plan submittal prior to completion of finals plans. Plans will be prepared at


**Michael Baker International, Inc.**
200 West Adams Street | Suite 1800 | Chicago, IL 60606
Office: 312-707-8770| Fax: 312-707-8804 | mbakerintl.com

appropriate scales (1"=20', 1"=50', and 1"=10') for the level of detail required. The following sheets are anticipated as part of the plan set:

- Tile Sheet (N.T.S., 1 Sheet)
- General Notes, List of Standards, and select Schedule of Quantities (N.T.S., 1 Sheet)
- Summary of Quantities (N.T.S., 1 Sheet)
- Removal Plan (1"=20', 2 Sheets)
- Site Plan (1"=20', 2 Sheets)
- Grading and Utility Plan (1"=20', 2 Sheets)
- Lighting Plan (1"=20', 2 Sheets)
- Lighting Details (N.T.S., 1 Sheet)
- Construction Details (N.T.S., 4 Sheets)
- Standard Details (N.T.S., 4 Sheets)

5.02 Final Plans – Consultant will finalize the plan set based on any Village comments and provide a final PDF plan set for bidding by the Village. Final plan set anticipated to have the same sheet composition as the prefinal plans.

**TASK 6 - Specification & Contract Document Development**

6.01 Prefinal Contract Documents – Consultant will develop prefinal contract documents following the Village's format. Contract documents are anticipated to contain the following:

- Notice to Bidders
- Instruction to Bidders
- Responsible Bidder Ordinance
- Specifications for Construction
- Special Provisions for Construction
- Index for Supplemental Specifications & Recurring Special Provisions
- Check Sheet for Recurring Specifications
- IDOT Bureau of Design and Environment Special Provisions
- IDOT Bureau of Local Roads Special Provisions
- Additional Special Provisions
- DuPage County Prevailing Wage Rates
- Geotechnical Investigation
- IEPA Uncontaminated Soil Certifications LPC-663
- Proposal for Contract Bid Forms
- Contract and Contract Bond Forms

6.02 Final Contract Documents – Consultant will finalize the contract documents based on any Village comments and provide a final PDF of the Contract Documents for bidding by the Village. Final contract documents are anticipated to have the same composition as the prefinal contract documents.

**TASK 7 - Engineer's Opinion of Probable Construction Cost**

7.01 Prefinal Engineer's Opinions of Probable Construction Costs – Consultant will provide prefinal estimate of probable construction costs when submitting the prefinal plans and contract documents. Consultant will utilize recent and historical bids of similar size and scope to determine a best estimate of probable construction costs.

7.02 Final Engineer's Opinions of Probable Construction Costs – Consultant will incorporate any Village comments and provide a final estimate of probable construction costs for bidding.


**Michael Baker International, Inc.**
200 West Adams Street | Suite 1800 | Chicago, IL 60606
Office: 312-707-8770| Fax: 312-707-8804 | mbakerintl.com

**TASK 8 - Biding Support and Preconstruction Meeting**

8.01 Bid Support – Consultant will assist the Village with answering contractor questions during bidding. The Village will be the direct point of contact and will coordinate questions to the Consultant. If questions require an addendum to the bidding documents or plans, Consultant will work to prepare up to one (1) addendum of the contract documents and/or plans.

8.02 Bid Opening, Bid Review, and Recommendation – The Consultant will attend the bid opening at the Village, and will review received bids for accuracy. Consultant will tabulate all bids and provide a recommendation the Village on the lowest, most qualified bidder.

**TASK 9 - Future Parking Lot Budgeting Assistance**

9.01 Future Project Budgeting - The Village is seeking to perform additional parking lot projects on Village owned assets in future calendar years. During the scope of work for the Edge II and EMA parking lot improvements, the Consultant will perform preliminary estimates of probable design engineering and construction costs for the following future projects:

- Public Works, North Edge II, and North Center Street (2027 Construction Year)
- Edge on John Street and Redmond Memorial Field (2028 Construction Year)

**TASK 10 - Project Administration and QA/QC Review**

10.01 Project Administration - This item includes project setup, monthly invoicing, preparation of status reports, and in-house coordination meetings. This item also includes regular client coordination and implementation and execution of Michael Baker's project specific quality management plan (PSQMP) for the milestone deliverables.

- Project Submittals - As noted above, we will make the necessary document submittals and follow through with each agency in regard to their review comments or arrange a review meeting to discuss plan changes necessary to resolve conflicts if possible. We will provide to the Village all reports, plans, studies and other information as requested in digital format.


**Michael Baker International, Inc.**
200 West Adams Street | Suite 1800 | Chicago, IL 60606
Office: 312-707-8770| Fax: 312-707-8804 | mbakerintl.com

# Attachment A.1

Cost Estimate for Consulting Services – Michael Baker International



**Michael Baker International, Inc.**
200 West Adams Street | Suite 1800 | Chicago, IL 60606
Office: 312-707-8770| Fax: 312-707-8804 | mbakerintl.com

# EXHIBIT A
## Scope of Services & Compensation

| | | # of Sheets | Total Hours | % of Hours | Project Manager | Lead Civil Engineer | Civil Engineer | Civil Associate | Stormwater Engineer | Sr. Lighting Engineer | Lighting Engineer | Lighting Designer | QC/QA Engineer | Comments |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **PHASE I – PRELIMINARY ENGINEERING SERVICES** | | | | | | | | | | | | | | |
| **Task 1** | **Coordination and Data Collection** | | | | | | | | | | | | | |
| **01.01** | **Review Village provided existing information** | | 13 | 68.42% | 1 | | 12 | | | | | | | |
| **01.02** | **Preliminary Utility Company Coordination** | | 5 | 26.32% | | 1 | | 4 | | | | | | |
| **01.03** | **Soil Testing / CCDD Certification (Subconsultant Coordination)** | | 1 | 5.26% | 1 | | | | | | | | | |
| | SUBTOTALS = | **0** | **19** | **100.0%** | **2** | **1** | **12** | **4** | **0** | **0** | **0** | **0** | **0** | |
| **Task 2** | **Geometric and Utility Review** | | | | | | | | | | | | | |
| **02.01** | **Preliminary Site Layout Review** | | 22 | 32% | | 4 | 18 | | | | | | | |
| **02.02** | **ADA Review** | | 10 | 15% | | 6 | 4 | | | | | | | |
| **02.03** | **Existing Lighting Review** | | 6 | 9% | | 6 | | | | | | | | |
| **02.04** | **Existing Strom Sewer Review** | | 8 | 12% | | | | | 8 | | | | | |
| **02.05** | **Parking Lot Grading/Design** | | 14 | 21% | | | 14 | | | | | | | |
| **02.06** | **ADA Grading/Design** | | 8 | 12% | | | 8 | | | | | | | |
| | SUBTOTALS = | **0** | **68** | **100.0%** | **0** | **16** | **44** | **0** | **8** | **0** | **0** | **0** | **0** | |
| **Task 3** | **Storm Sewer Design** | | | | | | | | | | | | | |
| **03.01** | **Inlet and Storm Pipe Layout/Design** | | 20 | 83% | | | 8 | | 12 | | | | | |
| **03.02** | **Existing vs Proposed Impervious Area Exhibit** | | 4 | 17% | | | | 4 | | | | | | |
| | SUBTOTALS = | **0** | **24** | **100.0%** | **0** | **0** | **8** | **4** | **12** | **0** | **0** | **0** | **0** | |
| **Task 4** | **Lighting Design** | | | | | | | | | | | | | |
| **04.01** | **EMA Lot Lighting Design** | | 32 | 62% | | | | | | 8 | | 24 | | |
| **04.02** | **Photometric Calculations** | | 20 | 38% | | | | | | | 8 | 12 | | |
| | SUBTOTALS = | **0** | **52** | **100.0%** | **0** | **0** | **0** | **0** | **0** | **8** | **8** | **36** | **0** | |



Michael Baker International, Inc.
200 West Adams Street | Suite 1800 | Chicago, IL 60606
Office: 312-707-8770| Fax: 312-707-8804 | mbakerintl.com

| | | # of Sheets | Total Hours | % of Hours | Project Manager | Lead Civil Engineer | Civil Engineer | Civil Associate | Stormwater Engineer | Sr. Lighting Engineer | Lighting Engineer | Lighting Designer | QC/QA Engineer | Comments |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Task 5** | **Plans Development** | | | | | | | | | | | | | |
| **05.01** | **Prefinal Plans** | | | | | | | | | | | | | |
| | Title Sheet (N.T.S.) | **1** | 2 | 2.0% | | | 2 | | | | | | | |
| | General Notes, List of Standards, and select Schedule of Quantities (N.T.S.) | **1** | 13 | 13.0% | | 1 | 6 | 6 | | | | | | |
| | Summary of Quantities (N.T.S.) | **1** | 8 | 8.0% | | | 4 | 4 | | | | | | |
| | Removal Plan (1"=20' Scale) | **2** | 10 | 10.0% | | | 5 | 5 | | | | | | |
| | Site Plan (1"=20' Scale) | **2** | 9 | 9.0% | | 1 | 4 | 4 | | | | | | |
| | Grading and Utility Plan (1"=20' Scale) | **2** | 9 | 9.0% | | 1 | 4 | 4 | | | | | | |
| | Lighting Plan (1"=20' Scale) | **2** | 18 | 18.0% | | 1 | | | | 1 | | 16 | | |
| | Lighting Details (N.T.S.) | **1** | 10 | 10.0% | | 1 | | | | 1 | | 8 | | |
| | Construction Details (N.T.S.) | **4** | 5 | 5.0% | | 1 | 2 | 2 | | | | | | |
| | Standard Details (N.T.S.) | **4** | 4 | 4.0% | | | 2 | 2 | | | | | | |
| | | | | | | | | | | | | | | |
| **05.02** | **Final Plans** | | | | | | | | | | | | | |
| | Finalize plan set based on Village comments and provide a final PDF plan set for bidding | | 12 | 12.0% | 2 | 2 | 8 | | | | | | | |
| | | | | | | | | | | | | | | |
| | SUBTOTALS = | **20** | **100** | **100.0%** | **2** | **8** | **37** | **27** | **0** | **2** | **0** | **24** | **0** | |
| **Task 6** | **Specification & Contract Document Development** | | | | | | | | | | | | | |
| **06.01** | **Prefinal Contract Documents** | | | | | | | | | | | | | |
| | Develop prefinal contract documents following the Village's format | | 44 | 44.0% | 4 | | | 40 | | | | | | |
| | | | | | | | | | | | | | | |
| **06.02** | **Final Contract Documents** | | | | | | | | | | | | | |
| | Finalize contract documents based on Village comments and provide a final PDF of the Contract Documents for bidding | | 6 | 6.0% | 2 | | | 4 | | | | | | |
| | | | | | | | | | | | | | | |
| | SUBTOTALS = | **0** | **50** | **50.0%** | **6** | **0** | **0** | **44** | **0** | **0** | **0** | **0** | **0** | |
| **Task 7** | **Engineer's Opinion of Probable Construction Cost** | | | | | | | | | | | | | |
| **07.01** | **Prefinal Engineer's Opinions of Probable Construction Costs** | | 16 | 84.2% | 2 | | | 14 | | | | | | |
| | | | | | | | | | | | | | | |
| **07.02** | **Final Engineer's Opinions of Probable Construction Costs** | | 3 | 15.8% | 1 | | | 2 | | | | | | |
| | | | | | | | | | | | | | | |
| | SUBTOTALS = | **0** | **19** | **100.0%** | **3** | **0** | **0** | **16** | **0** | **0** | **0** | **0** | **0** | |
| **Task 8** | **Biding Support and Bid Review** | | | | | | | | | | | | | |
| **08.01** | **Bid Support** | | | | | | | | | | | | | |
| | Assist Village with answering contractor questions during bidding. | | 7 | 35.0% | 1 | 2 | 4 | | | | | | | |
| | If required, prepare up to one (1) addendum of the contract documents and/or plans. | | 7 | 35.0% | 1 | 2 | 4 | | | | | | | |
| | | | | | | | | | | | | | | |
| **08.02** | **Recommendation** | | | | | | | | | | | | | |
| | Attend the bid opening at the Village | | 1 | 5.0% | 1 | | | | | | | | | |
| | Review received bids for accuracy and provide a recommendation the Village | | 5 | 25.0% | 1 | | | 4 | | | | | | |
| | | | | | | | | | | | | | | |
| | SUBTOTALS = | **0** | **20** | **100.0%** | **4** | **4** | **8** | **4** | **0** | **0** | **0** | **0** | **0** | |



Michael Baker International, Inc.
200 West Adams Street | Suite 1800 | Chicago, IL 60606
Office: 312-707-8770| Fax: 312-707-8804 | mbakerintl.com

| | | # of Sheets | Total Hours | % of Hours | Project Manager | Lead Civil Engineer | Civil Engineer | Civil Associate | Stormwater Engineer | Sr. Lighting Engineer | Lighting Engineer | Lighting Designer | QC/QA Engineer | Comments |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Task 9** | **Future Parking Lot Budgeting Assistance** | | | | | | | | | | | | | |
| **09.01** | **Budget Estimate** | | | | | | | | | | | | | |
| | Preliminary estimates of probable design engineering and construction costs for Public Works Lot, North Edge II Lot, and North Center Street Lot (2026 Design Year / 2027 Construction Year) | | 6 | 50.0% | 1 | 1 | 2 | 2 | | | | | | |
| | Preliminary estimates of probable design engineering and construction costs for Edge on John Street and Redmond Memorial Field (2026 Design Year / 2028 Construction Year) | | 6 | 50.0% | 1 | 1 | 2 | 2 | | | | | | |
| | | | | | | | | | | | | | | |
| | SUBTOTALS = | **0** | **12** | **100.0%** | **2** | **2** | **4** | **4** | **0** | **0** | **0** | **0** | **0** | |
| **Task 10** | **Project Administration and QA/QC Review** | | | | | | | | | | | | | |
| **10.01** | **Project Administration** | | | | | | | | | | | | | |
| | Project setup, monthly invoicing, preparation of status reports, in-house coordination meetings and client coordination | | 10 | 38.5% | 10 | | | | | | | | | |
| | Implementation and execution of Michael Baker's project specific quality management plan (PSQMP) for milestone deliverables | | 16 | 61.5% | 2 | | | | | 2 | 4 | | 8 | |
| | | | | | | | | | | | | | | |
| | SUBTOTALS = | **0** | **26** | **100.0%** | **12** | **0** | **0** | **0** | **0** | **2** | **4** | **0** | **8** | |
| | **TOTAL =** | **20** | **390** | | **31** | **31** | **113** | **103** | **20** | **12** | **12** | **60** | **8** | |



Michael Baker International, Inc.
200 West Adams Street | Suite 1800 | Chicago, IL 60606
Office: 312-707-8770| Fax: 312-707-8804 | mbakerintl.com

**Local Public Agency**
Village of Bensenville

**County**
DuPage

**Section Number**

**Consultant / Subconsultant Name**
Michael Baker International

**Job Number**

## DIRECT COSTS WORKSHEET
## EDGE II & EMA PARKING LOT IMPROVEMENTS - DESIGN ENGINEERING SERVICES

| ITEM | ALLOWABLE | QUANTITY | CONTRACT RATE | TOTAL |
|---|---|---|---|---|
| Lodging | Actual Cost | | | $0.00 |
| Lodging Taxes and Fees | Actual Cost | | | $0.00 |
| Air Fare | Coach rate, actual cost, requires minimum two weeks' | | | $0.00 |
| Vehicle Mileage | Up to state rate maximum | 250 | $0.70 | $175.00 |
| 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) | 500 | $0.16 | $80.00 |
| Copies of Deliverables/Mylars (Outside) | Actual Cost (Submit supporting documentation) | 1 | $200.00 | $200.00 |
| 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 |
| Utliity 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 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | **TOTAL DIRECT COSTS:** | **$455.00** |



Michael Baker International, Inc.
200 West Adams Street | Suite 1800 | Chicago, IL 60606
Office: 312-707-8770| Fax: 312-707-8804 | mbakerintl.com

Michael Baker INTERNATIONAL | *We Make a Difference*

# EXHIBIT A
## Scope of Services & Compensation

| Task Number | Task ID | Labor Cost | Total Hours | Percent of Hours | Project Manager | Lead Civil Engineer | Civil Engineer | Civil Associate | Stormwater Engineer | Sr. Lighting Engineer | Lighting Engineer | Lighting Designer | QC/QA Engineer |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **PHASE I – PRELIMINARY ENGINEERING SERVICES** | | | | | **$89.00** | **$75.00** | **$47.50** | **$37.00** | **$78.00** | **$86.00** | **$70.50** | **$37.00** | **$78.00** |
| Task 1 | Coordination and Data Collection | $ 971.00 | 19 | 4.9% | 2 | 1 | 12 | 4 | 0 | 0 | 0 | 0 | 0 |
| Task 2 | Geometric and Utility Review | $ 3,914.00 | 68 | 17.4% | 0 | 16 | 44 | 0 | 8 | 0 | 0 | 0 | 0 |
| Task 3 | Storm Sewer Design | $ 1,464.00 | 24 | 6.2% | 0 | 0 | 8 | 4 | 12 | 0 | 0 | 0 | 0 |
| Task 4 | Lighting Design | $ 2,584.00 | 52 | 13.3% | 0 | 0 | 0 | 0 | 0 | 8 | 8 | 36 | 0 |
| Task 5 | Plans Development | $ 4,594.50 | 100 | 25.6% | 2 | 8 | 37 | 27 | 0 | 2 | 0 | 24 | 0 |
| Task 6 | Specification & Contract Document Development | $ 2,162.00 | 50 | 12.8% | 6 | 0 | 0 | 44 | 0 | 0 | 0 | 0 | 0 |
| Task 7 | Engineer's Opinion of Probable Construction Cost | $ 859.00 | 19 | 4.9% | 3 | 0 | 0 | 16 | 0 | 0 | 0 | 0 | 0 |
| Task 8 | Biding Support and Bid Review | $ 1,184.00 | 20 | 5.1% | 4 | 4 | 8 | 4 | 0 | 0 | 0 | 0 | 0 |
| Task 9 | Future Parking Lot Budgeting Assistance | $ 666.00 | 12 | 3.1% | 2 | 2 | 4 | 4 | 0 | 0 | 0 | 0 | 0 |
| Task 10 | Project Administration and QA/QC Review | $ 2,146.00 | 26 | 6.7% | 12 | 0 | 0 | 0 | 0 | 2 | 4 | 0 | 8 |
| | | | | | | | | | | | | | |
| | Total Labor Cost | $ 20,544.50 | 390 | 100.0% | **31** | **31** | **113** | **103** | **20** | **12** | **12** | **60** | **8** |
| | Multiplier (2.7) | $ 55,470.15 | | | | | | | | | | | |
| | Direct Costs (See Attached) | $ 455.00 | | | | | | | | | | | |
| | Sub Consultant Expenses (See Attached) | $ 5,600.00 | | | | | | | | | | | |
| | **TOTAL ENGINEERING FEE:** | **$ 61,525.15** | **390** | **100%** | | | | | | | | | |



Michael Baker International, Inc.
200 West Adams Street | Suite 1800 | Chicago, IL 60606
Office: 312-707-8770| Fax: 312-707-8804 | mbakerintl.com

# Attachment A.2

Cost Estimate for Consulting Services – SEECO Consultants, Inc.



**Michael Baker International, Inc.**
200 West Adams Street | Suite 1800 | Chicago, IL 60606
Office: 312-707-8770| Fax: 312-707-8804 | mbakerintl.com

EXHIBIT A
Scope of Services & Compensation

Environmental Property Transfer Site Assessments

Underground Tank Management

LUST & RCRA Environmental Closure Plans & Permits

Groundwater Hydrogeologic Investigations & Monitoring

Wetland Mitigation Studies & Permits

Wastewater Treatment Environmental Assessments & Remedial Design

Hydrocarbon Contaminated Soils & Groundwater Remediation Design & Clean-Up

Asbestos Management Services

Industrial Hygiene Services

Indoor & Outdoor Air Quality Studies & Permits

**SEECO Environmental Services, Inc.**

SPECIAL AND HAZARDOUS WASTE MANAGEMENT

October 10, 2025

Mr. Jeffrey Maczko, P.E.
Michael Baker International
200 West Adams Street, Suite 1800
Chicago, IL 60606

**PROPOSAL AND CONTRACT**
CCDD Sampling, Testing and LPC Form Preparation
For Two Parking Lots, Bensenville, IL

Dear Mr. Maczko,

Pursuant to your request, SEECO Environmental Services, Inc. is pleased to present our proposal for the above referenced project. In preparing our proposal, we have reviewed pertinent information provided and have visited the site. The proposal has been based upon your request. The parking lots to be addressed include the south Edge Ice lot and the Public Works lot, both on the south side of East Jefferson Street.

The scope of work SES is prepared to undertake is as follows:

- Limited Due Diligence will be performed utilizing IEPA databases. Potentially Impacted Properties (PIPs), if any, will be identified.

- From 10 probes, representative soil samples will be collected and field screened for the presence of volatile organic vapors using a photo ionization detector (PID). Visual and olfactory senses will also be used to screen the soil samples for the presence of petroleum hydrocarbons. If no samples display an elevated PID reading, then the soil will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material.

- Due to the potential volume of soil, representative soil samples will be collected and field screened for the presence of volatile organic vapors utilizing a photoionization detector (PID). Visual and olfactory senses will also be used to screen the soil samples for the presence of petroleum hydrocarbons and deleterious materials. Samples collected and screened that display an elevated PID reading or are at locations adjacent to a PIP may be chemically analyzed by an Environmental Laboratory for the following parameters: pH, VOCs, SVOCs and Total 8 RCRA Metals. If chemical analysis results indicate no contamination above MAC objectives, then the soils tested will be assumed to be, to the best of our knowledge, clean, uncontaminated fill material. This information will be documented on the IEPA LPC-663 form. If test results indicate that the soils are contaminated above said objectives, we will consult with you regarding alternate means of disposal. One LPC 663 form will be prepared.

Note: Screening or pre-screening of samples at job site is no guarantee that landfill facility will accept/not reject materials. Nor is it a determination that the site is entirely clean of contaminants per IEPA standards. Preparation of LPC 662 or 663 Forms and performance of environmental chemical analysis is no guarantee that material will be accepted by landfills or CCDD facilities. Landfill acceptance chemical testing is not included. The estimated costs for these services are as follows:

EXHIBIT A
Scope of Services & Compensation

**PROPOSAL AND CONTRACT**
CCDD Sampling, Testing and LPC Form Preparation
for Two Parking Lots, Bensenville, IL

October 10, 2025

Limited Due Diligence, sampling and preparation of LPC 663 forms, including 4 samples tested for VOCs, SVOCs, 8 RCRA Metals and pH and 6 samples tested for pH, as stated **$5,600.00**

Additional services, if needed/requested and preapproved:

Project Engineer $150.00/Hr
Environmental Laboratory Analysis if warranted quoted as needed.

Invoicing terms are net due 30 days from date of invoice. Approval will be obtained prior to initiating additional work, if any. We will proceed with the work as outlined after we receive a signed copy of this proposal. It should be noted that the attached General Conditions are an integral part of our contract for professional services and that by signing and dating this proposal, it is represented that you have read this proposal and the attachments in their entirety and accept the terms and conditions set forth.

If there are any questions with regard to this proposal, I would be glad to discuss them with you. We are very interested in providing you with our services on this project and assure you of our utmost cooperation.

Respectfully submitted,

APPROVED:

SEECO Environmental Services, Inc.

_____
Name of Firm

Donald C. Cassier
Director of Field Services

_____
Authorized Signature

_____
Date

Collin W. Gray, S.E., P.E.
President

Please sign one copy and return it to our office and retain one copy for your files.

DCC:eb

Attachment

O:\Proposals\ENVIRONMENTAL\Michael Baker International Bensenville 101025.doc

## SEECO Environmental Services, Inc. - General Conditions

**Scope of Work**
SEECO Environmental Services, Inc. (hereinafter called SES) shall perform the services defined in this contract and shall invoice the Client for those services at the stated amount or standard rates shown on the attached fee schedule. The estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only an estimate unless otherwise specifically stated in this contract. SES will provide additional services under this contract as requested by the Client and invoice the Client for those additional services at the standard rates, as quoted.

**Soil Boring Locations**
It is understood that the Client will furnish SES with a diagram indicating both the location of the site and the borings on that site. SES reserves the right to deviate a reasonable distance from the boring location specified unless this right is specifically revoked by the Client in writing at the time the location diagram is supplied. SES reserves the right to terminate this contract if conditions preventing the drilling at the specified locations are encountered which were not made known to SES prior to the date of this contract. SES will contact the underground utility locate network responsible in the locale being drilled. However, SES is not responsible for damage to underground utilities that are not marked, located or mislocated/mismarked whether said utility is party to the locating network or not. Client is responsible for locating proprietary utilities and/or underground structures and appurtenances. SES will backfill the boreholes with soil cuttings and match the surface to existing conditions, unless otherwise stated in the contract. SES is not responsible to maintain boreholes beyond initial backfilling, for any repair of settled backfill, or any costs associated with potential borehole settlement, including reparations or personal injury beyond our active on site exploration time.

**Construction Observation and Testing**
Unless otherwise stated in contract, field personnel charges are subject to an eight hour minimum, including portal-to-portal travel time. Any cancellations onsite will incur said eight hour minimum. Telephone cancellations received after travel time has commenced, but prior to arrival at the job site will incur a minimum charge of 3 hours to the client.

**Access to Sites**
Unless otherwise agreed, the Client will furnish SES with right-of-access to the site in order to conduct the planned investigation or inspection. SES will take responsible precautions to minimize damage to the site due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. This includes crop damage/restoration costs. If the Client desires, SES will restore any damage to the site and add the cost of restoration to the fee stated in the proposal contract.

**Samples/Reports**
All samples of soil and rock will be discarded 60 days after submission of the report unless the Client advises SES in writing to the contrary. SES will furnish three copies of each report to the client.

**Subcontracts/Assignments**
SES reserves the right to subcontract Civil, Geotechnical and Structural Engineering and related support services to SEECO Consultants Inc. and construction inspection, observation and testing services to SEECO Construction Services, Inc. Subcontracting rights are not limited to stated services or entities. Client may not assign this contract without express written consent of SES.

**Invoices**
Invoices will be submitted once a month for services performed during the prior month. Payment will be due within 30 days of receipt of invoice unless otherwise stated in contract. Interest will be added to delinquent accounts at the rate of two percent per month for each month of delinquency. The billing rates as described in the contract may be increased on the annual anniversary of the effective date of this contract at an annual rate not to exceed 10%. Any and all costs incurred in collecting delinquent invoices, including but not limited to legal fees, filing fees and costs, court costs, etc. will be added to the amount due.

**Liability**
SES is protected by Workman's Compensation Insurance (and/or employer's liability insurance) and by public liability insurance for bodily injury (limit $1,000,000) and property damage (limit $1,000,000) and will furnish certificates of insurance upon request. Within the limits of the insurance, SES agrees to save the Client harmless from loss, damage, injury or liability arising directly from the negligent acts or omissions of SES and its employees. If the Client's contract places greater responsibility upon SES or requires increased insurance coverage, SES will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense, but will not be responsible for property damage from any causes, including fire and/or explosion beyond the limits of the insurance coverage.

**Limitation of Liability**
The Client recognizes the inherent risks connected with construction. In performing their professional services, SES will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of their profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against SES on account of any design defect, error, omission, or professional negligence to a sum not to exceed $1,000.00. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report or study prepared by SES of such limitation of liability for design defects, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against SES. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and SES in such a manner that the aggregate liability for SES for such design defect to all parties, including the Client shall not exceed $1,000.00. Limitation of liability stated herewith is extended to include SEECO Consultants, Inc. and SEECO Construction Services, Inc., and any and all officers, shareholders, employees and/or agents of SEECO Consultants Inc., SEECO Construction Services, Inc., and/or SEECO Environmental Services, Inc.

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Resolution | Vince Smith | Public Works | October 28,2025 |

## DESCRIPTION:

Resolution Authorizing the Execution of a Construction Engineering Agreement with Strand Associates, Inc. for the Thomas - Foster Lift Station Improvements Project in the amount of $117,000

## *SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*

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

## COMMITTEE ACTION:

Committee of the Whole (Unanimously approved 5-0)

## DATE:

October 21, 2025

## BACKGROUND:

The Village of Bensenville owns and operates approximately sixty-two (62) miles of sanitary sewer conveyance system and seventeen (17) sanitary lift stations that are integral to the collection system. The Village completed a lift station assessment study in 2019 and identified the Thomas-Foster Lift Station (LS-15) as a priority for improvements.

Strand Associates, Inc. provided design of the Thomas-Foster Lift Station which will include the complete replacement of the infrastructure, including reconfiguration, mechanical, electrical, SCADA, and restoration.

The project was recently bid with Performance Construction and Engineering, LLC submitting the lowest bid in the amount of $728,777.

## KEY ISSUES:

In 2025, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide wastewater engineering services for the upcoming years. Strand Associates, Inc. (Strand) is one of the short-listed firms to provide stormwater engineering services.

Strand has performed similar construction engineering services for the Village on past Lift Station replacement projects. Staff feels they are the best qualified firm to perform these services for the Thomas Foster Lift Station Project.

Strand was asked to submit a proposal to perform the necessary work to assure the project is built according to the plans and specifications. The scope of wok includes:

- Distribute Bidding Documents
- Prepare addenda and answer questions
- Prepare two sets of Contract Documents for signature
- Update construction documents after bidding process
- Provide contract administration services including attending preconstruction meeting, reviewing three iterations of contractors shop drawings, reviewing five pay requests, attending five construction progress meetings, four site visits, and participation in project closeout
- Provide resident project representative for up to 40 hours a week for three weeks of full-time observation and 20 hours a week for up to five weeks of part-time construction observation
- Review of SCADA modifications
- Provide records drawings in electronic format from information complied from contractor’s records

Strand's negotiated proposed work effort and fee totals $117,000. Staff feels this fee is appropriate for the type of project with a limited timeframe and limited construction zone.

## ALTERNATIVES:
Discretion of Village Board

## RECOMMENDATION:
Staff recommends approval of a Resolution Authorizing the Execution of a Construction Engineering Agreement with Strand Associates, Inc. for the Thomas - Foster Lift Station Improvements Project in the amount of $117,000

## BUDGET IMPACT:
The CY2025 budget includes $95,000 to perform construction engineering for the Thomas - Foster Lift Station Improvements Project. Since the construction bid low compared to our budget amount, there are sufficient funds in the TIF to support the added cost of the construction engineering.

Funds will be taken from the TIF 12 Account 37980870-536515-25301 ($117,000)

## ACTION REQUIRED:
Approval of a Resolution Authorizing the Execution of a Construction Engineering Agreement with Strand Associates, Inc. for the Thomas - Foster Lift Station Improvements Project in the amount of $117,000

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| RES - Thomas-Foster (LS-15) Lift Station Improvement Project - Construction Engineering Contract | 10/15/2025 | Resolution Letter |
| Proposal | 10/22/2025 | Backup Material |

**RESOLUTION NO.**

**AUTHORIZING THE AWARD OF A CONSTRUCTION ENGINEERING SERVICE AGREEMENT WITH STRAND ASSOCIATES, INC FOR THE THOMAS-FOSTER (LS-10) LIFT STATION IMPROVEMENTS PROJECT IN THE NOT-TO-EXCEED AMOUNT OF $117,000**

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

WHEREAS the Village owns and operates eighteen (17) sanitary lift stations that are part of the sanitary conveyance system; and

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

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

WHEREAS based on the study as well as staff reports the Thomas-Foster (LS-15) Lift Station is in need of upgrades; and

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

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

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

WHEREAS Strand had provided design and construction services for the Village's WWTP upgrades as well as the Supreme / Spruce Lift Station Projects; and

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

WHEREAS the Village requested a proposal from Strand; and

WHEREAS after negotiations the total cost proposal received is in the not-to-exceed amount of $117,000.

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

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

SECTION TWO: The Village Board authorizes the Execution of a Construction Engineering Services Agreement with Strand Associates, Inc. for the Thomas-Foster (LS-15) Lift Station Improvements Project in the not-to-exceed amount of $117,000.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, this 28th day of October, 2025.

APPROVED:

_____
Frank DeSimone
Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

STRAND ASSOCIATES®
Excellence in Engineering℠

Strand Associates, Inc.®
126 North Jefferson Street, Suite 350
Milwaukee, WI 53202
(P) 414.271.0771
www.strand.com

October 16, 2025

Village of Bensenville
717 East Jefferson Street
Bensenville, IL 60106

Attention: Mr. Joe Caracci, Director of Public Works

Re: Agreement for Bidding- and Construction-Related Services
Thomas Foster Lift Station (LS-15) Improvements

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

**Scope of Services**

ENGINEER will provide the following Services to OWNER.

1. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.

2. Prepare addenda and answer questions during bidding.

3. Attend virtual bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.

4. Prepare two sets of Contract Documents for signature.

5. Update construction documents after bidding, as necessary.

6. Provide contract administration Services including attendance at the preconstruction conference, review of up to three iterations of contractor's shop drawing submittals, review of up to five of contractor's periodic pay requests, attendance at up to five construction progress meetings, up to four periodic site visits, and participation in project closeout.

7. Provide resident project representative for up to 40 hours a week for up to three weeks of full-time observation of construction and 20 hours a week for up to five weeks of part-time observation of construction.

8. Review modifications to the existing SCADA system Human-Machine Interface (HMI) graphics, which will be developed by contractor. Answer contractor's questions related to new and existing process control logic and HMI graphics modifications.

9. Attend contractor-led site acceptance testing at LS-15 for new programmable logic control (PLC)-based control panels provided by the contractor. Site acceptance testing will include testing PLC inputs and outputs and new process control logic. This includes one day trip to LS-15.

10. Provide record drawings in electronic format from information compiled from contractor's records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.

**Service Elements Not Included**

The following services are not included in this Agreement. If such services are required, they will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

1. Additional and Extended Services during construction made necessary by:
   a. Work damaged by fire or other cause during construction.
   b. A significant amount of defective or neglected work of any contractor.
   c. Prolongation of the time of the construction contract.
   d. Default by contractor under the construction contract.

2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.

3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.

4. Flood Studies: Any services involved in performing flood and floodway studies.

5. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.

6. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for the project.

7. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.

8. Review of Product Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products. ENGINEER's cost for such evaluations is not included.

9. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.

10. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids.

11. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.

12. Unsolicited Media: Any services that include the review or analysis of unsolicited media including, but not limited to, photographs, videos, and drone footage provided by OWNER or contractors unless specifically requested and agreed to in writing. ENGINEER's use of electronic construction administration programs (e.g., e-builder, Newforma) is limited to the Scope of Services defined in this Agreement. ENGINEER is not responsible for the review of unsolicited media uploaded to these programs unless specifically requested and agreed to in writing.

**Compensation**

OWNER shall compensate ENGINEER for Services under this Agreement on an hourly rate basis plus expenses an estimated fee of $117,000.

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

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

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

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

**Schedule**

Services will begin upon execution of this Agreement, which is anticipated the week of November 10, 2025. Services are scheduled for completion on February 26, 2027.

**Standard of Care**

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

**OWNER's Responsibilities**

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.

2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.

3. Provide access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.

4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.

5. Provide all legal services as may be required for the development of this project.

6. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations. OWNER's soils consultant shall provide all necessary geotechnical testing during construction. OWNER's soils consultant shall notify OWNER and ENGINEER of any geotechnical testing indicating any materials that are not in accordance with the Contract Documents (nonconforming materials) and if any nonconforming materials have been incorporated into the work.

7. Pay all permit and plan review fees payable to regulatory agencies.

**Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER. If OWNER requires more than general guidance, then OWNER agrees to obtain an independent cost estimate by others.

**Observation Services**

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

**Payment Requests**

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

**Changes**

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.

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

**Extension of Services**

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

**Payment**

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

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

Failure to make payments to ENGINEER is cause for termination upon two-week notice to OWNER.

**Termination**

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

**Data Provided by Others**

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

**Third-Party Beneficiaries**

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against

ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

**Dispute Resolution**

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

**Remedies**

Neither ENGINEER nor OWNER shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Agreement. This mutual waiver is applicable, without limitation, due to either party's termination of this Agreement.

**Terms and Conditions**

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services** and represent the entire Agreement and supersede any prior proposals, Requests for Qualifications, or Agreements. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

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

| ENGINEER: | OWNER: |
|---|---|
| STRAND ASSOCIATES, INC.® | VILLAGE OF BENSENVILLE, ILLINOIS |
| Joseph M Bunker 10/16/25 | |
| Joseph M. Bunker — Date | Daniel Schulze — Date |
| Corporate Secretary | Village Manager |

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Resolution | Vince Smith | Public Works | October 28,2025 |

## DESCRIPTION:

Resolution Authorizing the Execution of a Contract with Performance Construction and Engineering, LLC for the Thomas - Foster Lift Station Improvements Project in the amount of $728,777

## *SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*

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

## COMMITTEE ACTION:

Committee of the Whole (Unanimously approved 5-0)

## DATE:

October 21, 2025

## BACKGROUND:

The Village of Bensenville owns and operates approximately sixty-two (62) miles of sanitary sewer conveyance system and seventeen (17) sanitary lift stations that are integral to the collection system. The Village completed a lift station assessment study in 2019 and identified the Thomas-Foster Lift Station (LS-15) as a priority for improvements.

Strand Associates, Inc. provided design of the Thomas-Foster Lift Station which will include the complete replacement of the infrastructure, including reconfiguration, mechanical, electrical, SCADA, and restoration.

## KEY ISSUES:

The Village opened bids on 10/9/2025 for the Thomas-Foster Lift Station Improvements. Performance Construction and Engineering, LLC, from Plano, IL, was the lowest responsible bidder. There were four bidders for the Thomas-Foster Lift Station (LS-15) Improvements. The Bid results and the Engineer's estimate can be found in the table below:

| Company | Bid Amount |
|---|---|
| Performance Construction and Engineering | $728,777.00 |
| Aqua Construction | $815,000.00 |
| Bolder Contractors | $1,252,000.00 |
| Martam Construction | $1,441,364.00 |
| **Engineer's Estimate** | $1,000,000.00 |

Performance Construction and Engineering, LLC's bid was submitted $271,223.00 under the Engineer's estimate. The Village's consultant, Strand Engineering Inc., reviewed prior work performed by Performance Construction and Engineering, LLC, and recommends that the Village enter into an agreement with Performance Construction and Engineering, LLC.

Below is the general scope of work that will be performed by Performance Construction and Engineering, LLC:

- Provide new submersible pumps.
- Abandon existing drywell.
- Install a valve vault to house valves and discharge piping.
- Relocate the station disconnect and the manual transfer switch.
- Replacement of existing electrical controls and equipment.
- Replacement of existing SCADA equipment.

- Abandon Manhole - 1006A, along with pipe segments, and install a new force main connected to manhole 1006.
- Perform turf and pavement restoration.

Staff recommends entering into an agreement with Performance Construction and Engineering, LLC to perform the work described above.

## ALTERNATIVES:
Discretion of the Village Board

## RECOMMENDATION:
Staff recommends approval of a Resolution Authorizing the Execution of a Contract with Performance Construction and Engineering, LLC for the Thomas - Foster Lift Station Improvements Project in the amount of $728,777

## BUDGET IMPACT:
The CY2025 budget includes $900,000 to perform construction for the Thomas - Foster Lift Station Improvements Project.

Funds will be taken from the TIF 12 Account 37980870-596000-25301

## ACTION REQUIRED:
Approval of a Resolution Authorizing the Execution of a Contract with Performance Construction and Engineering, LLC for the Thomas - Foster Lift Station Improvements Project in the amount of $728,777

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| RES - Thomas-Foster (LS-15) Lift Station Improvement Project - Construction Contract | 10/15/2025 | Resolution Letter |
| RECOMMENDATION - Thomas Foster (LS-15) Lift Station Improvements Bid Tab & Letter of Recommendation | 10/15/2025 | Backup Material |
| DRAFT CONTRACT - Performance Construction & Engineering | 10/15/2025 | Backup Material |

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT WITH PERFORMANCE CONSTRUCTION & ENGINEERING FOR THE THOMAS-FOSTER (LS-15) LIFT STATION IMPROVEMENTS PROJECT IN THE NOT-TO-EXCEED AMOUNT OF $728,777.00**

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

WHEREAS the Village owns and operates eighteen (17) sanitary lift stations that are part of the sanitary conveyance system; and

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

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

WHEREAS based on the study as well as staff reports, the Thomas-Foster (LS-15) Lift Station is in need of upgrades; and

WHEREAS this project was advertised with a bid opening on October 9, 2025; and

WHEREAS Performance Construction & Engineering, LLC. submitted the lowest responsible bid in the amount of $728,777.00.

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

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

SECTION TWO: The Village Board authorizes the execution of a construction contract with Performance Construction & Engineering LLC. for the Thomas-Foster (LS-15) Lift Station Improvements Project in the not-to-exceed amount of $728,777.00.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, this 28th day of October, 2025.

APPROVED:

_____
Frank DeSimone
Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

STRAND ASSOCIATES®
Excellence in Engineering℠

Strand Associates, Inc.®
126 North Jefferson Street, Suite 350
Milwaukee, WI 53202
(P) 414.271.0771
www.strand.com

October 10, 2025

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

Re: Thomas Foster (LS-15) Lift Station Improvements
Contract 1-2025
Village of Bensenville, Illinois

Dear Joe,

Bids for the above-referenced Project were opened on October 9, 2025. Four Bids were received with the resulting Bid tabulation enclosed. The low Bid of $728,777 was less than ENGINEER's opinion of probable construction cost.

Performance Construction & Engineering, LLC (Performance Construction) of Plano, Illinois, was the apparent low Bidder at $728,777. The Bid included a Bid Bond for 10 percent and Addendum No. 1 was acknowledged. The Bid is deemed to be responsive.

Strand Associates, Inc.® has previously worked with Performance Construction on water main projects for the Village of Oswego and City of Sandwich, Illinois. For those projects, the owners determined Performance Construction to be responsible. However, those projects were not lift station improvement projects. The Village may want to consider contacting the references for lift station improvement projects provided by Performance Construction in their qualifications provided with the Bid documents.

If you determine that Performance Construction is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 18 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®

Troy W. Stinson, P.E.

Enclosure

Thomas Foster (LS-15) Lift Station Improvements, Contract 1-2025, Village of Bensenville, Illinois (#9875526)
Owner: Village of Bensenville
Solicitor: Strand Associates, Inc.
10/09/2025 11:00 AM CDT

| | | | | | | Performance Construction & Engineering, LLC | | Acqua Contractors Corp | | Bolder Contractors | | Martam Construction, Inc. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Section Title | Line Item | Item Code | Item Description | UofM | Quantity | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension |
| Enter Project Title | | | | | | | $728,777.00 | | $815,000.00 | | $1,252,000.00 | | $1,441,364.00 |
| | 1 | BASE-1 | Lump Sum Base Bid | LS | 1 | $728,777.00 | $728,777.00 | $815,000.00 | $815,000.00 | $1,252,000.00 | $1,252,000.00 | $1,441,364.00 | $1,441,364.00 |
| Base Bid Total: | | | | | | | $728,777.00 | | $815,000.00 | | $1,252,000.00 | | $1,441,364.00 |

BIDDER: Performance Construction & Engineering, LLC

# BID FORMS

VILLAGE OF BENSENVILLE
BENSENVILLE, ILLINOIS
THOMAS FOSTER (LS-15) LIFT STATION IMPROVEMENTS
CONTRACT 1-2025

Prepared by:

STRAND ASSOCIATES, INC.®
IDFPR No. 184-001273
1170 South Houbolt Road
Joliet, IL 60431
www.strand.com

Issued for Bid
September 18, 2025

STRAND ASSOCIATES®
Excellence in Engineering℠

SECTION 00 41 00

BID

VILLAGE OF BENSENVILLE
BENSENVILLE, ILLINOIS
THOMAS FOSTER (LS-15) LIFT STATION IMPROVEMENTS
CONTRACT 1-2025

A. Table of Contents


ARTICLE 1. BID RECIPIENT
ARTICLE 2. BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA
ARTICLE 3. BIDDER'S REPRESENTATIONS
ARTICLE 4. BIDDER'S CERTIFICATIONS
ARTICLE 5. BASIS OF BID
ARTICLE 6. TIME OF COMPLETION
ARTICLE 7. ATTACHMENTS TO THIS BID
ARTICLE 8. DEFINED TERMS
ARTICLE 9. COMMUNICATIONS
ARTICLE 10. BID SUBMITTAL


## ARTICLE 1–BID RECIPIENT

1.01 Bids to be received until 11 A.M. local time, October 9, 2025.

1.02 Online electronic Bidding through QuestCDN.com is the only way the Bid will be accepted. To access the electronic Bid Form, download the Project documents and click the Online Bidding button.

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2–BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

2.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 85 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

2.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

2.03 In submitting this Bid, Bidder represents the following:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the addenda.

2.04 Bidder will sign and deliver the required number of counterparts of the Agreement with the bonds, insurance certificates, and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

ARTICLE 3–BIDDER'S REPRESENTATIONS

3.01 Bidder's Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as CONTRACTOR; and (c) Bidder's (CONTRACTOR's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4–BIDDER'S CERTIFICATIONS

4.01 Bidder certifies the following:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

C. Bidder has not solicited or induced any individual or entity to refrain from Bidding.

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process.

2. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of OWNER, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition.

3. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels.

4. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding process or affect the execution of the Contract.

ARTICLE 5–BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The following abbreviations may be used in this Bid:

| | | | | | |
|---|---|---|---|---|---|
| CIP | - | Complete in Place | LS | - | Lump Sum |
| CY | - | Cubic Yard | LT | - | Left |
| DI | - | Ductile Iron | MBF | - | Thousand Board Feet |
| DIA | - | Diameter | MFOB | - | Thousand Freight-On-Board |
| EA | - | Each | MH | - | Manhole |
| EST | - | Estimate(d) | RCP | - | Reinforced Concrete Pipe |
| EXCL | - | Excluding | RT | - | Right |
| FT | - | Feet | SF | - | Square Foot |
| GAL | - | Gallon | STA | - | Station |
| HERCP | - | Horizontal Elliptical RCP | SY | - | Square Yard |
| HRS | - | Hours | T | - | Ton |
| IN | - | Inch | VLF | - | Vertical Linear Foot |
| INCL | - | Including | W/ | - | With |
| LBS | - | Pounds | W/O | - | Without |
| LF | - | Linear Foot | | | |

**BIDDERS SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS BID OR THE BID MAY BE DECLARED IRREGULAR AS NOT BEING RESPONSIVE TO THE INSTRUCTIONS TO BIDDERS.**

BID

VILLAGE OF BENSENVILLE
BENSENVILLE, ILLINOIS
THOMAS FOSTER (LS-15) LIFT STATION IMPROVEMENTS
CONTRACT 1-2025

LUMP SUM BID:

Seven Hundred Twenty Eight Thousand, Seven Hundred Seventy Seven Dollars and Zero Cents. (Words) Dollars $ 728,777.00 (Numbers)

See Section 01 29 00–Contract Considerations for discussion of Cash Allowances to include in the Bid.

Contract award will be made based on the Lump Sum Base Bid. The price for all Base Bid Equipment items shall be included in the Lump Sum Base Bid.

OWNER reserves the right to accept or reject any Alternative Equipment Manufacturers to the Lump Sum Base Bid. Consideration of Alternative Equipment Manufacturers of the selected Bidder will be made by OWNER within 60 days after the Effective Date of the Contract.

# EQUIPMENT ALTERNATIVES

VILLAGE OF BENSENVILLE
BENSENVILLE, ILLINOIS
THOMAS FOSTER (LS-15) LIFT STATION IMPROVEMENTS
CONTRACT 1-2025

The name of the Base Bid Equipment Manufacturer, which Bidder shall include in the Lump Sum Base Bid, is listed for each equipment item. When more the one Base Bid Equipment Manufacturer name is listed for an item, Bidder shall circle the name of the equipment manufacturer selected for the Lump Sum Base Bid and write in the price for the selected equipment.

Where a Requested Alternative Equipment Manufacturer is listed in the Bid Form, Bidder shall include an add or deduct to the price of the Base Bid equipment that Bidder included in the Lump Sum Base Bid. The add or deduct price shall include the cost of any changes, including engineering changes, necessary to accommodate the alternative equipment including, but not limited to, process, structural, mechanical, and electrical work.

Where spaces are provided, Bidder may write in Other Alternative Equipment Manufacturers into the blank(s) provided on the Bid Form and include an add or deduct to the price of the Base Bid equipment that Bidder included in the Lump Sum Base Bid. The add or deduct price shall include the cost of the engineering services required for review of the alternative equipment in comparison to the Base Bid equipment and shall include the cost of any changes, including engineering changes, necessary to accommodate the alternative equipment including, but not limited to, process, structural, mechanical, and electrical work.

Whether or not an Alternative Equipment Manufacturer is offered to one or more Base Bid Equipment Manufacturers provided in the Bid Form, Bidder shall write (in numbers) the price for providing the Base Bid Equipment Manufacturer, as included in the Lump Sum Base Bid.

## EQUIPMENT ALTERNATIVES

| | Item | Base Bid Equipment Manufacturer Included in the Lump Sum Base Bid (Circle One) | Cost of Equipment Included in the Lump Sum Base Bid | Alternative Equipment Manufacturer | Add to Base Bid for Alternative Equipment Manufacturer | Deduct From Base Bid for Alternative Equipment Manufacturer |
|---|---|---|---|---|---|---|
| A. | Motor Control Base Bid System (Section 26 24 19) | Energenecs | $ 62,600.00 | _____ _____ | (+)_____ (+)_____ | (-)_____ (-)_____ |
| B. | Submersible Pumps (Section 43 25 10) | Flygt | $ 75,614.00 | _____ _____ | (+)_____ (+)_____ | (-)_____ (-)_____ |

BID

VILLAGE OF BENSENVILLE
BENSENVILLE, ILLINOIS
THOMAS FOSTER (LS-15) LIFT STATION IMPROVEMENTS
CONTRACT 1-2025

CASH ALLOWANCES

The following Cash Allowances shall be included in the Lump Sum Base Bid. The Cash Allowances for non-Lump Sum items shall be equal to the product of the quantity included in the Lump Sum Base Bid and the Unit Price. The will be adjusted in the event that estimated quantities to be included in the Lump Sum Base Bid are different from final measured quantities. A single Unit Price shall be bid for each item. Failure to include one or more of the following Unit Price items may result in rejection of the entire Bid as nonconforming. For items with a quantity of 1, the Cash Allowance shall be adjusted based on actual final costs.

| Item Number | Description | Estimated Quantity Included in the Lump Sum Base Bid | Unit | Bid Unit Price | Total Bid Price Included in the Lump Sum Base Bid |
|---|---|---|---|---|---|
| | | | | | |
| 1. | Electrical Utility Service Entrance (Section 26 21 00–Electrical Service System) | 1 | LS | $5,000 | $5,000 |
| 2. | Unsuitable Foundation Material for Structures and Roads (Section 31 23 00–Excavation, Fill, Backfill, and Grading) | 10 | CY | $ 75.00 | $ 750.00 |
| 3. | Unsuitable Foundation Material for Utility Trenches (Section 31 23 00–Excavation, Fill, Backfill, and Grading) | 10 | CY | $ 75.00 | $ 750.00 |

ARTICLE 6–TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete on or before November 30, 2026 and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 31, 2026.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7–ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of Bid Bond
(Surety2000, Certified Check, Bank Money Order, or Bond)

B. Bidder's Certification.

C. Non-Collusion and Certification Statement.

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license, if applicable, within the time for acceptance of Bids.

E. Where applicable, Bidder shall provide CONTRACTOR's License Number for the state of the Project, where noted at end of Bid or Bidder shall provide evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids.

F. Required Bidder's Qualifications Statement with supporting data.

ARTICLE 8–DEFINED TERMS

8.01 The terms used in this Bid with initial or all capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9–COMMUNICATIONS

9.01 Communications concerning this Bid shall be addressed to the address of Bidder indicated below:

Name: Performance Construction & Engineering, LLC

Street: 217 W John Street

City, State, Zip Code: Plano, IL 60545

Phone No.: 630-273-2693 Fax No.: N/A

E-mail address: lavery@pceillinois.com, hlietzow@pceillinois.com

ARTICLE 10–BID SUBMITTAL

Submitted on October 9th, 2025

State Contractor License Number _____ (if applicable).

If Bidder is:

An Individual

By: _____
*(Individual's signature)*

Name (typed or printed): _____

Doing business as: _____
Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

A Partnership

Partnership Name: _____
By: _____
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): _____
Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

A Corporation

Corporation Name: Performance Construction & Engineering, LLC
State of Incorporation: Illinois
Type (General Business, Professional, Service, Limited Liability): LLC
By: _____
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): Lonnie Avery

Title: President

Attest _____
*(Signature of Corporate Secretary)*

Business address: 217 W John Street, Plano, IL 60545

Phone No.: 630-273-2693 Fax No.: N/A

E-mail address: lavery@pceillinois.com, hlietzow@pceillinois.com

Date of Qualification to do business in (State where the Project is located) is 4/20/2015

Sworn and subscribed to before me this
9th day of October, 2025

_____

Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires: 8/8/2027

OFFICIAL SEAL
HOLLY J LIETZOW
Notary Public, State of Illinois
Commission No. 976372
My Commission Expires
August 08, 2027

*A Limited Liability Company* (Note: If member-managed, an authorized member must sign; if manager-managed, the authorized manager must sign. Attach evidence of authority to sign on behalf of LLC).

Performance Construction & Engineering, LLC

(Fill in complete name of LLC)

State of Formation: Illinois

By: 

(Signature)

Lonnie Avery, [Member] [Manager]

(Print Name)

Business Address: 217 W John Street, Plano, IL 60545

Telephone.: 630-273-2693

Email: lavery@pceillinois.com, hlietzow@pceillinois.com

Fax: N/A

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____

By: _____
*(Signature of first joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): _____

Title: _____

Business address: _____

_____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Second Joint Venturer Name: _____

By: _____
*(Signature of second joint venture partner -- attach evidence of authority to sign)*

Name (typed or printed): _____

Title: _____

Business address: _____

_____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Phone No., Fax No., and postal and E-mail address for receipt of official communications:

_____

_____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Sworn and subscribed to before me this
_____ day of_____, _____

_____

Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires:_____

END OF SECTION

## BIDDER'S CERTIFICATION

I, Lonnie Avery (Individual having been duly sworn on oath), do depose and state that I presently reside at 217 W John Street, Plano, IL 60545 (Address), and that I am the duly authorized principal, officer or agent of Performance Construction & Engineering, LLC (Name of CONTRACTOR) and do hereby certify to OWNER, its Commissioners, officers and employees that neither I nor Performance Construction & Engineering, LLC (Name of CONTRACTOR) are barred from bidding on the contract for which this bid is being submitted, as a result of violation of either Section 33E-3 ("Bid-rigging") or Section 33E-4 ("Bid-rotating") of Article 33E of the Criminal Code of 2012 of the State of Illinois, as amended.

(Individually and on behalf of CONTRACTOR)

Sworn and subscribed to before me this 9th day of October, 2025

Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires: 8/8/2027

OFFICIAL SEAL
HOLLY J LIETZOW
Notary Public, State of Illinois
Commission No. 976372
My Commission Expires
August 08, 2027

## NON-COLLUSION AND CERTIFICATION STATEMENT

1. By submission of the Bid, each Bidder and, in the case of a joint Bid, each party to the joint Bid certifies as to his or her own organization, that in connection with the Bid:

a. 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 the prices with any other bidder or with any competitor;

b. Unless otherwise required by law, the prices quoted in the Bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to Bid opening; and

c. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or withhold a Bid for the purpose of restricting competition. Also, each Bidder shall submit a certification regarding compliance with Article 33 E-11 of the Illinois Criminal Code of 2012 [720 ILCS 5/33 E-11]; and

2. Each person signing the Bid shall certify that (check one):

X --- He/she is the person in the Bidder's organization responsible for the decision as to the prices being bid and that he/she has not participated, and will not participate, in any action contrary to 1.a. through 1.c.; or

--- He/she is not the person in the Bidder's organization responsible for the decision as to the prices being bid but that he/she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to 1.a. through 1.c., and as their agent shall so certify. He/She shall also certify that he/she has not participated, and will not participate, in any action contrary to 1.a. through 1.c.

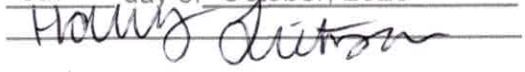


Signature of Authorized Representative — Date: 10/9/2025

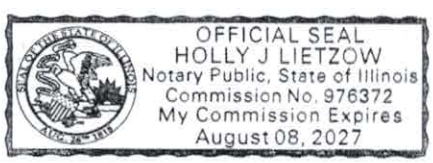
Lonnie Avery, President

Typed Name and Title of Authorized Representative

Sworn and subscribed to before me this 9th day of October, 2025



Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires: 8/8/2027



# QUALIFICATIONS STATEMENT

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS**

## ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

| | | | |
|---|---|---|---|
| Legal Name of Business: | Performance Construction & Engineering, LLC | | |
| Corporate Office | | | |
| Name: | Lonnie Avery | Phone number: | 630-273-2693 |
| Title: | President | Email address: | lavery@pceillinois.com |
| Business address of corporate office: | 217 W John Street, Plano, IL 60545 | | |
| | | | |
| | | | |
| Local Office | SAME AS ABOVE | | |
| Name: | | Phone number: | |
| Title: | | Email address: | |
| Business address of local office: | | | |
| | | | |
| | | | |

1.02 Provide information on the Business's organizational structure:

| | | | |
|---|---|---|---|
| Form of Business: | ☐ Sole Proprietorship ☐ Partnership ☒ Corporation | | |
| ☒ Limited Liability Company ☐ Joint Venture comprised of the following companies: | | | |
| | 1. | | |
| | 2. | | |
| | 3. | | |
| Provide a separate Qualification Statement for each Joint Venturer. | | | |
| Date Business was formed: | 2015 | State in which Business was formed: | IL |
| Is this Business authorized to operate in the Project location? | ☒ Yes ☐ No ☐ Pending | | |


Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business: N/A

| | | | |
|---|---|---|---|
| Name of business: | | Affiliation: | |
| Address: | | | |
| Name of business: | | Affiliation: | |
| Address: | | | |
| Name of business: | | Affiliation: | |
| Address: | | | |

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

| | | | |
|---|---|---|---|
| Name: | Lonnie Avery | Title: | President |
| Authorized to sign contracts: ☒ Yes ☐ No | | Limit of Authority: | $ Infinite |
| Name: | | Title: | |
| Authorized to sign contracts: ☐ Yes ☐ No | | Limit of Authority: | $ |
| Name: | | Title: | |
| Authorized to sign contracts: ☐ Yes ☐ No | | Limit of Authority: | $ |
| Name: | | Title: | |

**ARTICLE 2—LICENSING**

2.01 Provide information regarding licensure for Business:

| | | | |
|---|---|---|---|
| Name of License: | LLC | | |
| Licensing Agency: | Illinois | | |
| License No: | 0511721-6 | Expiration Date: | N/A |
| Name of License: | | | |
| Licensing Agency: | | | |
| License No: | | Expiration Date: | |


Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

## ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

| Certification | Certifying Agency | Certification Date |
|---|---|---|
| ☐ Disadvantaged Business Enterprise | | |
| ☐ Minority Business Enterprise | | |
| ☐ Woman-Owned Business Enterprise | | |
| ☐ Small Business Enterprise | | |
| ☐ Disabled Business Enterprise | | |
| ☐ Veteran-Owned Business Enterprise | | |
| ☐ Service-Disabled Veteran-Owned Business | | |
| ☐ HUBZone Business (Historically Underutilized) Business | | |
| ☐ Other | | |
| ☒ None | | |

## ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

| Name of Business's Safety Officer: | Joshua Freed | |
|---|---|---|
| Safety Certifications - 3rd party safety firm. Can give more info upon award of contract. | | |
| Certification Name | Issuing Agency | Expiration |
| | | |
| | | |

4.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s). WILL PROVIDE UPON AWARD OF CONTRACT

| Year | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Company | EMR | TRFR | MH | EMR | TRFR | MH | EMR | TRFR | MH |
| | | | | | | | | | |
| | | | | | | | | | |


Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

## ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement. WILL PROVIDE UPON AWARD OF CONTRACT

| | | |
|---|---|---|
| Financial Institution: | | |
| Business address: | | |
| Date of Business's most recent financial statement: | | ☐ Attached |
| Date of Business's most recent audited financial statement: | | ☐ Attached |
| Financial indicators from the most recent financial statement | | |
| Contractor's Current Ratio (Current Assets ÷ Current Liabilities) | | |
| Contractor's Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities) | | |

## ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

| | | | |
|---|---|---|---|
| Surety Name: | Amerisure Mutual Insurance Company | | |
| Surety is a corporation organized and existing under the laws of the state of: | | MI | |
| Is surety authorized to provide surety bonds in the Project location? | | ☒ Yes ☐ No | |
| Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No | | | |
| Mailing Address (principal place of business): | P.O. Box 9098, Farmington Hills, MI 48333 | | |
| | | | |
| | | | |
| Physical Address (principal place of business): | 26777 Halsted Road, Farmington Hills MI 48331 | | |
| | | | |
| | | | |
| Phone (main): | 800-257-1900 | Phone (claims): | SAME AS MAIN |

EJCDC C-451, Qualifications Statement.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

## ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

| Name of insurance provider, and type of policy (CLE, auto, etc.): | |
|---|---|
| Insurance Provider | Type of Policy (Coverage Provided) |
| CNA | SEE ATTACHED GENERAL COI |
| | |
| | |
| | |
| Are providers licensed or authorized to issue policies in the Project location? | ☒ Yes ☐ No |
| Does provider have an A.M. Best Rating of A-VII or better? | ☒ Yes ☐ No |
| Mailing Address (principal place of business): | 1411 Opus Place, Suite 450 |
| | |
| | |
| Physical Address (principal place of business): | SAME AS ABOVE |
| | |
| | |

| Phone (main): | 800-CNA-2000 | Phone (claims): | SAME AS MAIN |
|---|---|---|---|

## ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

| | |
|---|---|
| Average number of current full-time employees: | 30 |
| Estimate of revenue for the current year: | $20 million |
| Estimate of revenue for the previous year: | $16 million |

8.02 Provide information regarding the Business's previous contracting experience.

| Years of experience with projects like the proposed project: | | | | |
|---|---|---|---|---|
| As a general contractor: | 5 | As a joint venturer: | | |
| Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03: | | | | |
| Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No | | | | |
| Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No | | | | |
| Been released from a bid in the past 5 years? ☐ Yes ☒ No | | | | |
| Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No | | | | |
| Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No | | | | |
| Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No | | | | |
| Provide full details in a separate attachment if the response to any of these questions is Yes. | | | | |


Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business's key leaders as well.

**ARTICLE 9—REQUIRED ATTACHMENTS**

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Certification of Business's safety performance if required by Paragraph 4.02.

D. Financial statements as required by Paragraph 5.01.

E. Attachments providing additional information as required by Paragraph 8.02.

F. Schedule A (Current Projects) as required by Paragraph 8.03.

G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.

I. Additional items as pertinent.


Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This Statement of Qualifications is offered by:

Business: Performance Construction & Engineering, LLC
*(typed or printed name of organization)*

By: 
*(individual's signature)*

Name: Lonnie Avery
*(typed or printed)*

Title: President
*(typed or printed)*

Date: 10/9/2025
*(date signed)*

*(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: 
*(individual's signature)*

Name: Holly Lietzow
*(typed or printed)*

Title: Office Assistant
*(typed or printed)*

Address for giving notices:
217 W John Street, Plano, IL 60545

Designated Representative:

Name: SAME AS ABOVE
*(typed or printed)*

Title:
*(typed or printed)*

Address:

Phone: 630-273-2693

Email: lavery@pceillinois.com, hlietzow@pceillinois.com


Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

## Schedule A—Current Projects

| | | | | | |
|---|---|---|---|---|---|
| Name of Organization | Performance Construction & Engineering, LLC | | | | |
| Project Owner | City of Naperville | | Project Name | Trillium Lift Station Rehab | |
| General Description of Project | Rehab of the old lift station components, installation of new lift station components. | | | | |
| Project Cost | $1,100,000 | | Date Project | 9/1/2025 | |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager | | Quality Control Manager |
| Name | Andrew Puccini | Andrew Puccini | N/A | | N/A |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | | | |
| | Name | Title/Position | Organization | Telephone | Email |
| Owner | Jason Xi | City Engineer | City of Naperville | 630-420-6702 | xij@naperville.il.us |
| Designer | Katrina Lopez | Engineer | Ciorba Group | 773-355-2958 | klopez@ciorba.com |
| Construction Manager | TBD | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Project Owner | Village of Western Springs | | Project Name | Springdale Drainage Improvements | |
| General Description of Project | New storm sewer installation, new baseball fields installed | | | | |
| Project Cost | $5,508,000 | | Date Project | 6/1/2025 | |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager | | Quality Control Manager |
| Name | Andrew Puccini | Andrew Puccini | N/A | | N/A |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | | | |
| | Name | Title/Position | Organization | Telephone | Email |
| Owner | Jason Sluzas | Project Engineer | CBBEL | 847-823-0500 | jsluzas@cbbel.com |
| Designer | Same as above | | | | |
| Construction Manager | Same as above | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Project Owner | Village of Westmont | | Project Name | Washington & Traube Infrastructure Improvements | |
| General Description of Project | New storm sewer and water main installation, asphalt and conrete restoration. | | | | |
| Project Cost | $6,500,000 | | Date Project | 5/1/2025 | |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager | | Quality Control Manager |
| Name | Andrew Puccini | Andrew Puccini | N/A | | N/A |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | | | |
| | Name | Title/Position | Organization | Telephone | Email |
| Owner | Reggie Jansen | Project Engineer | Baxter & Woodman | 630-400-6008 | rjansen@baxterwoodman.com |
| Designer | | | | | |
| Construction Manager | | | | | |


Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

## Schedule B—Previous Experience with Similar Projects - SEE ATTACHED REFERENCES

| | | | | |
|---|---|---|---|---|
| Name of Organization | | | | |
| Project Owner | | Project Name | | |
| General Description of Project | | | | |
| Project Cost | | Date Project | | |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |
| Name | | | | |

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

| | Name | Title/Position | Organization | Telephone | Email |
|---|---|---|---|---|---|
| Owner | | | | | |
| Designer | | | | | |
| Construction Manager | | | | | |

| | | | | |
|---|---|---|---|---|
| Project Owner | | Project Name | | |
| General Description of Project | | | | |
| Project Cost | | Date Project | | |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |
| Name | | | | |

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

| | Name | Title/Position | Organization | Telephone | Email |
|---|---|---|---|---|---|
| Owner | | | | | |
| Designer | | | | | |
| Construction Manager | | | | | |

| | | | | |
|---|---|---|---|---|
| Project Owner | | Project Name | | |
| General Description of Project | | | | |
| Project Cost | | Date Project | | |
| Key Project Personnel | Project Manager | Project Superintendent | Safety Manager | Quality Control Manager |
| Name | | | | |

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

| | Name | Title/Position | Organization | Telephone | Email |
|---|---|---|---|---|---|
| Owner | | | | | |
| Designer | | | | | |
| Construction Manager | | | | | |


Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

## Schedule B—Previous Experience with Similar Projects

| | | | | | |
|---|---|---|---|---|---|
| Name of Organization | | | | | |
| Project Owner | | | Project Name | | |
| General Description of Project | | | | | |
| Project Cost | | | Date Project | | |
| Key Project Personnel | Project Manager | Project Superintendent | | Safety Manager | Quality Control Manager |
| Name | | | | | |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | | | |
| | Name | Title/Position | Organization | Telephone | Email |
| Owner | | | | | |
| Designer | | | | | |
| Construction Manager | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Project Owner | | | Project Name | | |
| General Description of Project | | | | | |
| Project Cost | | | Date Project | | |
| Key Project Personnel | Project Manager | Project Superintendent | | Safety Manager | Quality Control Manager |
| Name | | | | | |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | | | |
| | Name | Title/Position | Organization | Telephone | Email |
| Owner | | | | | |
| Designer | | | | | |
| Construction Manager | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Project Owner | | | Project Name | | |
| General Description of Project | | | | | |
| Project Cost | | | Date Project | | |
| Key Project Personnel | Project Manager | Project Superintendent | | Safety Manager | Quality Control Manager |
| Name | | | | | |
| Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference) | | | | | |
| | Name | Title/Position | Organization | Telephone | Email |
| Owner | | | | | |
| Designer | | | | | |
| Construction Manager | | | | | |


Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

## Schedule C—Key Individuals

| **Project Manager** | | | |
|---|---|---|---|
| Name of individual | | Andrew Puccini | |
| Years of experience as project manager | | 10 | |
| Years of experience with this organization | | N/A | |
| Number of similar projects as project manager | | 2 | |
| Number of similar projects in other positions | | 10+ | |
| Current Project Assignments | | | |
| Name of assignment | | Percent of time used for this project | Estimated project completion date |
| City of Naperville Trillium Lift Station | | 100% | 4/30/2026 |
| Village of Streamwood Lift Station | | 100% | 9/1/2026 |
| | | | |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) | | | |
| Name | Lonnie Avery | Name | |
| Title/Position | President | Title/Position | |
| Organization | PCE | Organization | |
| Telephone | 630-273-2693 | Telephone | |
| Email | lavery@pceillinois.com | Email | |
| Project | | Project | |
| Candidate's role on project | | Candidate's role on project | |

| **Project Superintendent** - same as above | | | |
|---|---|---|---|
| Name of individual | | | |
| Years of experience as project superintendent | | | |
| Years of experience with this organization | | | |
| Number of similar projects as project superintendent | | | |
| Number of similar projects in other positions | | | |
| Current Project Assignments | | | |
| Name of assignment | | Percent of time used for this project | Estimated project completion date |
| | | | |
| | | | |
| | | | |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) | | | |
| Name | | Name | |
| Title/Position | | Title/Position | |
| Organization | | Organization | |
| Telephone | | Telephone | |
| Email | | Email | |
| Project | | Project | |
| Candidate's role on project | | Candidate's role on project | |

EJCDC® C-451, Qualifications Statement—Schedule C—Key Individuals.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

| **Safety Manager** - 3rd party safety firm. Can give more info upon award of contract. | | | |
|---|---|---|---|
| Name of individual | | | |
| Years of experience as project manager | | | |
| Years of experience with this organization | | | |
| Number of similar projects as project manager | | | |
| Number of similar projects in other positions | | | |
| Current Project Assignments | | | |
| Name of assignment | | Percent of time used for this project | Estimated project completion date |
| | | | |
| | | | |
| | | | |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) | | | |
| Name | | Name | |
| Title/Position | | Title/Position | |
| Organization | | Organization | |
| Telephone | | Telephone | |
| Email | | Email | |
| Project | | Project | |
| Candidate's role on project | | Candidate's role on project | |
| **Quality Control Manager** - N/A | | | |
| Name of individual | | | |
| Years of experience as project superintendent | | | |
| Years of experience with this organization | | | |
| Number of similar projects as project superintendent | | | |
| Number of similar projects in other positions | | | |
| Current Project Assignments | | | |
| Name of assignment | | Percent of time used for this project | Estimated project completion date |
| | | | |
| | | | |
| | | | |
| Reference Contact Information (listing names indicates approval to contact named individuals as a reference) | | | |
| Name | | Name | |
| Title/Position | | Title/Position | |
| Organization | | Organization | |
| Telephone | | Telephone | |
| Email | | Email | |
| Project | | Project | |
| Candidate's role on project | | Candidate's role on project | |

EJCDC® C-451, Qualifications Statement—Schedule C—Key Individuals.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

# ***Job References***

Offeror's Name: Performance Construction and Engineering, LLC

1. City of Aurora
44 E. Downer Place
Aurora IL.
(630)256-3200
Contact: Jason Bauer
Project Date: August, 2015
Project Name: Redwood Dr. Water Main
Project Cost: $440,000

2. Baxter and Woodman
1788 Sycamore Road
Dekalb, IL. 60115
(815)459-1260
Contact: James Sparber
Project Date: October 2015 - April 2016
Project Name: Hillcrest Sanitary Sewer
Project Cost: $1.3 million

3. McClure Engineering
2728 Grand Ave
Waukegan IL. 60085
(847)336-7100
Contact: Harland Doland
Project Date: June 2016 – August 2016
Project Name: Arlington Heights, 2016 Water Main
Improvements
Project Cost: $1,000,000

4. Village of Hoffman Estates
1900 Hassell Rd
Hoffman Estates, IL. 60169
(815)482-9261
Contact: Eric Muraskas
Project Name: Sanitary Manhole Replacement
Project Cost: $315,000

5. City of Batavia
100 N. Island Avenue
Batavia, IL 60510
Contact: Andrea Podraza, P.E.
Project Date: Aug 2019
Project Name: 2019 Area 3 SS/WM Separation
Project Cost: $1,895,956.50

6. US Army Corp. of Engineers
88th RSC Col. P. Schulstad Reserve Center
1515 W. Central Road
Arlington Heights, IL 60005
Contact: Mark Simpson, RB Construction Company
(618)974-9624
Project Date: September 13, 2017
Project Name: USACE Arlington Heights IL Water Line Replacement Project
Project Cost: $462,000.00

7. City of Batavia
100 N. Island Avenue
Batavia, IL 60510
City Contact: Timothy Grimm, P.E.
Eng Contact: Dennis Debros, P.E.
Baxter Woodman
(708)478-2090
Project Date: June 2018-Sept 2018
Project Name: 2018 Ward 1 STSW Reconstruction & Water Main
Project Cost: $1.4 Million

8. Village of Crestwood
13840 S. Cicero Avenue
Crestwood, IL 60418
(708) 371-4800
Eng Contact: Jose Raya
Farnsworth Group
(708) 326-4000
Project Date: Oct 2018-Present
Project Name: Crestwood Phase 1 Storm Rehabilitation
Project Cost: $568,800

9. College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137
(630) 942-4063
Donald Inman
Senior Project Manager
Project Date: May 2017
Project Name: COD Repairs
Project Cost: $51,000.00

10. McHenry County College
18410 US Highway 14
Woodstock, IL 60098
(815) 455-8564
Todd Wheeland
Executive Director of Facilities
Project Date: February 2018
Project Name: Water Service Ext & Booster Station
Project Cost: $668,866.00

11. Union School District 81
1661 Cherry Hill Road
Joliet, IL 60433
Ronald McGrath
Trai Architecture Engineer
(630) 455-4500
Project Date: February 2019
Project Name: 2018 Site Drainage Renovations Project-18-026
Project Cost: $93,700.00

12. Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60515
Contact: Nate Hawk
(630) 434-5467
Project Date: Sept 2018
Project Name: Forest/Prince Drainage Imp
Project Cost: $428,816.18

13. City of Batavia
100 N. Island Avenue
Batavia, IL 60510
City Contact: Timothy Grimm, P.E.
Eng Contact: Dennis Debros, P.E.
Baxter Woodman
(708)478-2090
Project Date: May 2019
Project Name: Ward 1 Phase 2 STSW Water Main Reconstruction
Project Cost: $1,312,466.00

14. United City of Yorkville
800 Game Farm Road
Yorkville, IL 60560
Contact: Nadia Simek, EEI
(630)466-6745
Project Date: July 2019
Project Name: E. Orange Street Water Main Replacement
Project Cost: $546,230.42

15. City of Dekalb
200 S. Fourth Street
Dekalb, IL 60115
Contact: Brenda Metzger
(815) 562-9087
Project Date: April 2019
Project Name: 2019 Water Main Repl
Project Cost: $693,149.55

16. City of Aurora
44 E. Downer Place
Aurora, IL 60507
(630) 256-3200
Contact: Kurt Muth
Project Date: Oct 2020
Project Name: 2020 SS Ext
Project Cost: $237,473.64

17. City of Genoa
333 E. First Street
Genoa, IL 60135
(815) 784-2327
Contact: Robert Mateja
Project Date: May 2020
Project Name: Genoa St WM Repl
Project Cost: $826,282.06

18. Loves Travel Stops
P.O. Box 26210
Oklahoma City, OK 73126
Contact: Joshua Couch
Project Date: Feb 2020
Project Name: Hampshire Lift Station
Project Cost: $428,140.00

19. Village of Streamwood
565 S. Bartlett Road
Streamwood, IL 60107
(630) 736-3850
Contact: Luke Mattson
Project Date: Feb 2020
Project Name: North Park Lift Station
Project Cost: $351,658.82

20. Wheaton Sanitary District
P.O. Box 626
Wheaton, IL 60187
(630) 232-0827
Contact: Bruce Aderman
Project Date: March 2020
Project Name: Hidden Woods
Project Cost: $289,965.00

21. City of Batavia
100 N. Island Avenue
Batavia, IL 60510
Contact: Timothy Grimm, P.E.
(630) 454-2750
Project Date: June 2020
Project Name: Area 3 Storm Sewer Separation Phase 3
Project Cost: $1,900,000

22. City of Aurora
44 E. Downer Place
Aurora, IL 60507
Contact: Kurt Muth
(630) 256-3200
Project Date: March 2021
Project Name: Jackson St. & Benton St. Sewer Separation
Project Cost: $400,000

23. City of Batavia
100 N. Island Avenue
Batavia, IL 60510
Contact: Timothy Grimm, P.E.
(630) 454-2750
Project Date: May 2021
Project Name: Ward 1 Storm Sewer Reconstruction Phase 4
Project Cost: $1,260,000

24. City of Naperville
400 S. Eagle Street
Naperville, IL 60540
Contact: Verena Nunez
(630) 420-6111
Project Date: June 2021
Project Name: Briargate Dr. Storm Sewer
Project Cost: $218,000

25. Village of Streamwood
301 E. Irving Park Road
Streamwood, IL 60107
Contact: Alexander Reigler
(630) 736-3800
Project Date: July 2021
Project Name: Oakhill Elementary School
Project Cost: $210,000

26. DuPage DOT
421 N. County Farm Road
Wheaton, IL 60187
Contact: Paul Krueger
(630) 407-6900
Project Date: September 2021
Project Name: Kearney Road Dam
Project Cost: $410,000

27. City of Aurora
44 E. Downer Pl.
Aurora, IL 60507
Contact: Kurt Muth
(630) 256-3200
Project Date: September 2021
Project Name: Kensington & Marseillaise Sewer Separation
Project Cost: $555,000

28. City of DeKalb
164 E. Lincoln Hwy
DeKalb, IL 60115
Contact: Brock Sutton, Fehr Graham
Phone: (815) 562-9087
Project Date: April 2022-June 2022
Project Name: 13th St. Water Main Replacement
Project Cost: $650,000

29. Village of Sugar Grove
10 Municipal Drive
Sugar Grove, IL 60554
Contact: John Marvig, EEI
Phone: 630-466-6700
Project Date: May 2022
Project Name: Fays Ln. & Whispering Oaks Ln. Water Main & Road Improvements
Project Cost: $700,000

30. City of DeKalb
164 E. Lincoln Hwy
DeKalb, IL 60115
Contact: Brock Sutton, Fehr Graham
Phone: (815) 562-9087
Project Date: June 2022-September 2022
Project Name: 14th St. Water Main Replacement
Project Cost: $1,100,000

31. Village of Hoffman Estates
1900 Hassell Road
Hoffman Estates, IL 60169
Contact: Jesse Singer, Ciorba Group
Phone: (773) 355-2957
Project Date: June 2022-October 2022
Project Name: Eagle way Sewer Replacement
Project Cost: $2,500,000

32. Village of Niles
1000 Civic Center Drive
Niles, IL 60714
Contact: Bill Peterhansen, Hancock Engineering
Phone: (630) 865-0300
Project Date: July 2022
Project Name: Greenleaf St. Sewer Improvements
Project Cost: $140,000

33. City of Aurora
44 E. Downer Place
Aurora, IL 60505
Contact: Kurt Muth
Phone: (630) 256-3200
Project Date: October 2022
Project Name: Root St. Water Main Replacement
Project Cost: $300,000

34. Kane County DOT
41W011 Burlington Rd.
Campton Hills, IL 60175
Contact: Ken Mielke
Phone: (630) 406-7172
Project Date: April 2023
Project Name: Harter Road Drainage Improvements Project Cost: $246,000

35. Village of Oswego
100 Parkers Mill
Oswego, IL 60543
Contact: Matt Fischer, HR Green
Phone: (630) 553-7560
Project Date: August 2022-July 2023
Project Name: Future Collins Road Water Main Extension
Project Cost: $3,555,516

36. City of Yorkville
651 Prairie Pointe Dr.
Yorkville, IL 60560
Contact: Todd Wells, EEI
Phone: (630) 466-6758
Project Date: May 2023-October 2023
Project Name: 2023 Water Main Improvements
Project Cost: $1,800,000

37. Village of Oswego
100 Parkers Mill
Oswego, IL 60543
Contact: Tony Spinelli
Phone: (815) 744-4200
Project Date: April 2023-October 2023
Project Name: Van Buren & Adams Water Main Improvements
Project Cost: $1,456,151

38. Village of Elburn
301 E. North St
Elburn, IL 60119
Contact: Julie Morrison, EEI
Phone: (630) 466-6723
Project Date: August 2023-October 2023
Project Name: Elburn 2023 Utility Improvements
Project Cost: $443,339

39. Village of Downers Grove
801 Burlington Ave
Downers Grove, IL 60515
Contact: Phil Hyma, Staff Engineer
Phone: (630) 434-5488
Project Date: May 2023-September 2023
Project Name: Downers Grove Storm Sewer Improvements
Project Cost: $241,814

40. City of Aurora
44 E. Downers Place
Aurora, IL 60505
Contact: Kurt Muth
Phone: (630) 256-3200
Project Date: July 2023-November 2023
Project Name: Hinman Ave. & 2nd St. Sewer Separation & Water Main Replacement
Project Cost: $975,718

41. Village of Somonauk
131 S Depot St.
Somonauk, IL 60552
Contact: Ben Eipers, Village of Somonauk
Phone: (815) 498-3500
Project Date: October 2023-April 2024
Project Name: Sycamore St Lift Station Improvements
Project Cost: $1,787,800

42. City of Aurora
44 E. Downer Place
Aurora, IL 60505
Contact: John Hoffman, City of Aurora
Phone: (630) 256-3200
Project Date: April 2024-August 2024
Project Name: Clark Street and White Eagle Lift Station Improvements
Project Cost: $1,448,417.75

43. Village of North Aurora
25 East State Street
North Aurora, IL 60542
Contact: Brandon Tonarelli, Village of North Aurora
Phone: (331) 385-6432
Project Date: February 2024-September 2024
Project Name: Tanner/Remington Outfall Conveyance System
Project Cost: $2,880,878

44. Village of Deer Park
23680 W Cuba Road
Deer Park, IL 60010
Contact: Vincent Tursi, CBBEL
Phone: (847) 823-0500
Project Date: June 2024-August 2024
Project Name: 2024 Stormwater Improvements
Project Cost: $560,880

45. City of Aurora
44 E. Downer Place
Aurora, IL 60505
Contact: Gerardo Licon
Phone: (630) 256-3200
Project Date: July 2024-October 2024
Project Name: Marion Ave, Lafayette St and Seminary Ave Sewer Separation
Project Cost: $957,839

46. City of Naperville
3612 Naperville Road
Naperville, IL 60564
Contact: Joshua Strait
Phone: 630-305-5373
Project Date: April 2024-November 2024
Project Name: River Road Water Main Replacement
Project Cost: $5,371,950.47

47. Village of Elk Grove
901 Wellington Ave.
Elk Grove Village, IL 60007
Contact: Sean Murphy
Phone: 815-759-8378
Project Date: December 2024-March 2025
Project Name: Pratt Rd. Lift Station Rehab
Project Cost: $437,780.00

48. City of Aurora
44 E. Downer Place
Aurora, IL 60505
Contact: Nadia Schweisthal
Phone: 630-256-3231
Project Date: November 2024-February 2025
Project Cost: $647,770.00

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/21/2025

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).

| | |
|---|---|
| PRODUCER<br>Hub International Midwest West<br>1411 Opus Place<br>Suite 450<br>Downers Grove IL 60515 | CONTACT NAME: CSU Construction<br>PHONE (A/C, No, Ext): 630-468-5600 FAX (A/C, No):<br>E-MAIL ADDRESS: CSUConstruction@hubinternational.com |
| INSURED PERFCON-05<br>Performance Construction & Engineering, LLC<br>217 W. John Street<br>Plano IL 60545 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : The Continental Insurance Company — 35289<br>INSURER B : National Fire Insurance Company of Hartford — 20478<br>INSURER C : American Casualty Co of Reading PA — 20427<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** 1826094103 **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 | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY | | | 7063921800 | 2/1/2025 | 2/1/2026 | EACH OCCURRENCE | $ 2,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | X Contractual Liab | | | | | | MED EXP (Any one person) | $ 15,000 |
| | X XCU Cov Included | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 4,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | 7063921778 | 2/1/2025 | 2/1/2026 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | 7063921795 | 2/1/2025 | 2/1/2026 | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | 7063921814 | 2/1/2025 | 2/1/2026 | X PER STATUTE OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| B | Inland Marine | | | 7063921800 | 2/1/2025 | 2/1/2026 | Leased/Rented Equip | $300,000 |

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

**CERTIFICATE HOLDER**

**CANCELLATION**

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



The ACORD name and logo are registered marks of ACORD

# 10% BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

| | |
|---|---|
| **Bidder**<br>Name: Performance Construction & Engineering, LLC<br>Address *(principal place of business)*:<br>217 W John Street, Plano, IL 60545 | **Surety**<br>Name: Amerisure Mutual Insurance Company<br>Address *(principal place of business)*:<br>P.O. Box 9098<br>Farmington Hills, MI 48333 |
| **Owner**<br>Name: Village of Bensenville<br>Address *(principal place of business)*:<br>12 vS. Center Street #22<br>Bensenville, IL 60106 | **Bid**<br>Project *(name and location)*:<br>Thomas Foster Lift Station Improvements<br><br>Bid Due Date: October 9th, 2025 |
| **Bond**<br>Penal Sum: Ten Percent (10%) of Amount Bid<br>Date of Bond: October 9, 2025 | |
| Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative. | |
| Bidder<br>Performance Construction & Engineering, LLC<br>*(Full formal name of Bidder)*<br>By: *(Signature)*<br>Name: Lonnie Avery<br>*(Printed or typed)*<br>Title: President<br>Attest: *(Signature)*<br>Name: Holly Lietzow<br>*(Printed or typed)*<br>Title: Office Assistant | Surety<br>Amerisure Mutual Insurance Company<br>*(Full formal name of Surety) (corporate seal)*<br>By: *(Signature) (Attach Power of*<br>Name: Jacqueline L. Drey<br>*(Printed or typed)*<br>Title: Attorney-in-Fact<br>Attest: *(Signature)*<br>Name: Alex Mausbach<br>*(Printed or typed)*<br>Title: Witness |
| *Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.* | |

EJCDC® C-430, Bid Bond (Penal Sum Form).
This document is a MODIFIED version of EJCDC® C-430. Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.


**This document is a MODIFIED version of EJCDC® C-430. Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

**AMERISURE MUTUAL INSURANCE COMPANY**
**AMERISURE INSURANCE COMPANY**
**AMERISURE PARTNERS INSURANCE COMPANY**

# POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

DUSTIN COOPER, KEVIN J. STENGER, JACQUELINE L. DREY

JOAN LEU, MAURA P. KELLY, JUSTIN TOMLIN and ALEX MAUSBACH

of First Insurance Group LLC dba FNIC, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"**RESOLVED**, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

**FURTHER RESOLVED**, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to anycertificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

**FURTHER RESOLVED**, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."

By: _____
Michael A. Ito, Senior Vice President Surety

By: _____
Aaron Green, Vice President Surety

IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 5th day of May, 2025.

**Amerisure Mutual Insurance Company**
**Amerisure Insurance Company**
**Amerisure Partners Insurance Company**

State of Illinois
County of Kane

On this 5th day of May, 2025, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
M KENNY
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/04/2025

M.Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9th day of October 2025.

Christopher M. Spaude, Chief Financial Officer & Treasurer

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Resolution | Brad Hargett | Public Works | October 28, 2025 |

## DESCRIPTION:

Resolution Authorizing the Execution of a Final Balancing Change Order #1 with Everlast Blacktop, Inc. for the Arthur Court Improvements for an increase of $75,905.89, for a revised final contract amount of $1,021,131.76.

## *SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*

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

## COMMITTEE ACTION:

Committee of the Whole (Unanimously approved 5-0)

## DATE:

October 21, 2025

## BACKGROUND:

The Arthur Court Improvements were substantially completed in July 2025. Final inspection of restoration occurred in September and landscape corrections were completed prior to the September 26, 2025 final completion deadline. Pavement marking inspections will occur in April 2026 with no further corrections anticipated.

The original contract with Everlast Blacktop, Inc. was in the amount of $945,225.87 was approved on March 25, 2025, with resolution R-38-2028. The scope of work included entirely new concrete roadway with new subbase, new curbs, new concrete driveway aprons, sidewalk replacement to meet ADA requirements, storm sewer improvements, streetlighting infrastructure replacement, and landscape restoration.

## KEY ISSUES:

The project is now complete, and the final contract value is $1,021,131.76, which is an increase of $75,905.89 to the original approved contract value. The increase in costs is attributed to a field change to extend the west project limit, approximately 50 feet west, to the Church Road edge-of-pavement.

## ALTERNATIVES:

Discretion of the Village Board

## RECOMMENDATION:

Staff recommends approval of a Resolution Authorizing the Execution of a Final Balancing Change Order #1 with Everlast Blacktop, Inc. for the Arthur Court Improvements for an increase of $75,905.89, for a revised final contract amount of $1,021,131.76.

## BUDGET IMPACT:

Additional funding for this final balancing change order will come from Capital Improvement Fund account #31080810-596000 that will be transferred to the Arthur Court Fund account 341080810-596000-25105.

## ACTION REQUIRED:

Resolution Authorizing the Execution of a Final Balancing Change Order #1 with Everlast Blacktop, Inc. for the Arthur Court Improvements for an increase of $75,905.89, for a revised final contract amount of $1,021,131.76.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|

| | | |
|---|---|---|
| Resolution | 10/8/2025 | Resolution Letter |
| Change Order No. 1 (Final) | 10/8/2025 | Backup Material |
| Original Resolution | 10/8/2025 | Backup Material |

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE EXECUTION OF A FINAL BALANCING CHANGE ORDER #1 WITH EVERLAST BLACKTOP, INC. FOR THE ARTHUR COURT IMPROVEMENTS FOR AN INCREASE OF $75,905.89, FOR A REVISED FINAL CONTRACT AMOUNT OF $1,021,131.76**

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 $945,225.87 was approved by the Village Board on March 25, 2025 (R-38-2025); and

WHEREAS, the construction improvements have been completed on the Arthur Court Improvements; and

WHEREAS, the final cost of improvements is $1,021,161.76, which is an increase of $75,905.89 or 8.0% 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 Everlast Blacktop, Inc. for the Arthur Court Improvements for an increase of $75,905.89, for a revised final contract amount of $1,021,161.76. The nature of this change order included balancing contract quantities reflecting field conditions. Primary increase is attributed to a field change to extend the west project limit, approximately 50 feet west, to the Church Road edge-of-pavement.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 28, 2025.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

## REQUEST FOR AUTHORIZATION OF CHANGES
## CHANGE ORDER NO. 1 - FINAL

Project Name: Arthur Court Improvements Project

To: Village of Bensenville
717 E. Jefferson Street
Bensenville, IL 60106

Contractor: Everlast Blacktop
7N540 IL-25
South Elgin, IL 60177

Date: 9.25.2025

The following change from the Plans in the construction of the above designated project is recommended:

| ITEM | DESCRIPTION | ADDITIONS | DEDUCTIONS |
|---|---|---|---|
| #1-21, 23-38, 42-56 | FINAL QUANTITY BALANCING | | $56,003.41 |
| | AUTHORIZATION #1 | | |
| AUP #1 | STORM SEWER, CLASS A, TYPE 1, 12" | $26,499.00 | |
| #22 | STORM SEWERS, DUCTILE IRON, TYPE 1, 12" | | $9,600.00 |
| AUP #2 | CATCH BASINS, TYPE A, 4' DIA TYPE 23 FRAME AND GRATE | $22,760.00 | |
| AUP #3 | REMOVING CATCH BASINS | $2,100.00 | |
| | AUTHORIZATION #2 | | |
| AUP #4 | EXTRA WORK AT CHURCH ROAD | $85,000.00 | |
| | AUTHORIZATION #3 | | |
| AUP #5 | AUP #5 - POLYUREA PAVEMENT MARKING 6" | $2,323.50 | |
| #39 | THERMOPLASTIC PAVEMENT MARKING - LINE 6" | | $511.50 |
| AUP #6 | AUP #6 - POLYUREA PAVEMENT MARKING 12" | $3,707.00 | |
| #40 | THERMOPLASTIC PAVEMENT MARKING - LINE 12" | | $1,386.00 |
| AUP #7 | AUP #7 - POLYUREA PAVEMENT MARKING 24" | $1,341.30 | |
| #41 | THERMOPLASTIC PAVEMENT MARKING - LINE 24" | | $324.00 |
| | TOTAL | $143,730.80 | $67,824.91 |

| | |
|---|---|
| Amount of this Order: | $75,905.89 |
| Amount of Previous Orders: | $0.00 |
| Original Contract Amount: | $945,225.87 |
| Original Contract Amount and Orders: | $1,021,131.76 |

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. | Michael Galasso | 10/3/25 |
| Reviewed by: | Brad Hargett, Assistant Village Engineer | | 10/7/2025 |
| Recommended by: | Joe Caracci, Director of Public Works | J Caracci | 10/8/25 |
| Approved by: | Frank DeSimone, Village President | | |
| Accepted by: | Chuck Polito, Everlast Blacktop | | 10/7/25 |

**RESOLUTION NO. R-38-2025**

**AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR THE ARTHUR COURT IMPROVEMENTS TO EVERLAST BLACKTOP, INC. OF ELGIN, IL IN THE NOT-TO-EXCEED AMOUNT OF $945,225.87**

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

WHEREAS pavement and utility maintenance are one of the core services provided by the Village; and

WHEREAS Arthur Court (Church Road to East End) is an existing asphalt roadway with a pavement in very poor condition (2023 PCI score of 16/100), and underground utilities on Arthur Court were originally constructed in 1990; and

WHEREAS the scope of the proposed improvements will include an entirely new concrete roadway with new subbase, new curbs, new concrete driveway aprons, sidewalk replacement to meet ADA requirements, storm sewer improvements, streetlighting infrastructure replacement, and landscape restoration; and

WHEREAS the project was advertised for bid on February 20, 2025, with a bid opening date of March 11, 2025; and

WHEREAS eight (8) contractors submitted bids for this project; and

WHEREAS, Everlast Blacktop, Inc. of Elgin, IL submitting the lowest most responsible bid at in the amount of $945,225.87.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the award of a Construction Contract for the Arthur Court Improvements to Everlast Blacktop, Inc. of Elgin, IL in the not-to-exceed amount of $945,225.87.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 25, 2025.

APPROVED:

Frank DeSimone, Village President

ATTEST:

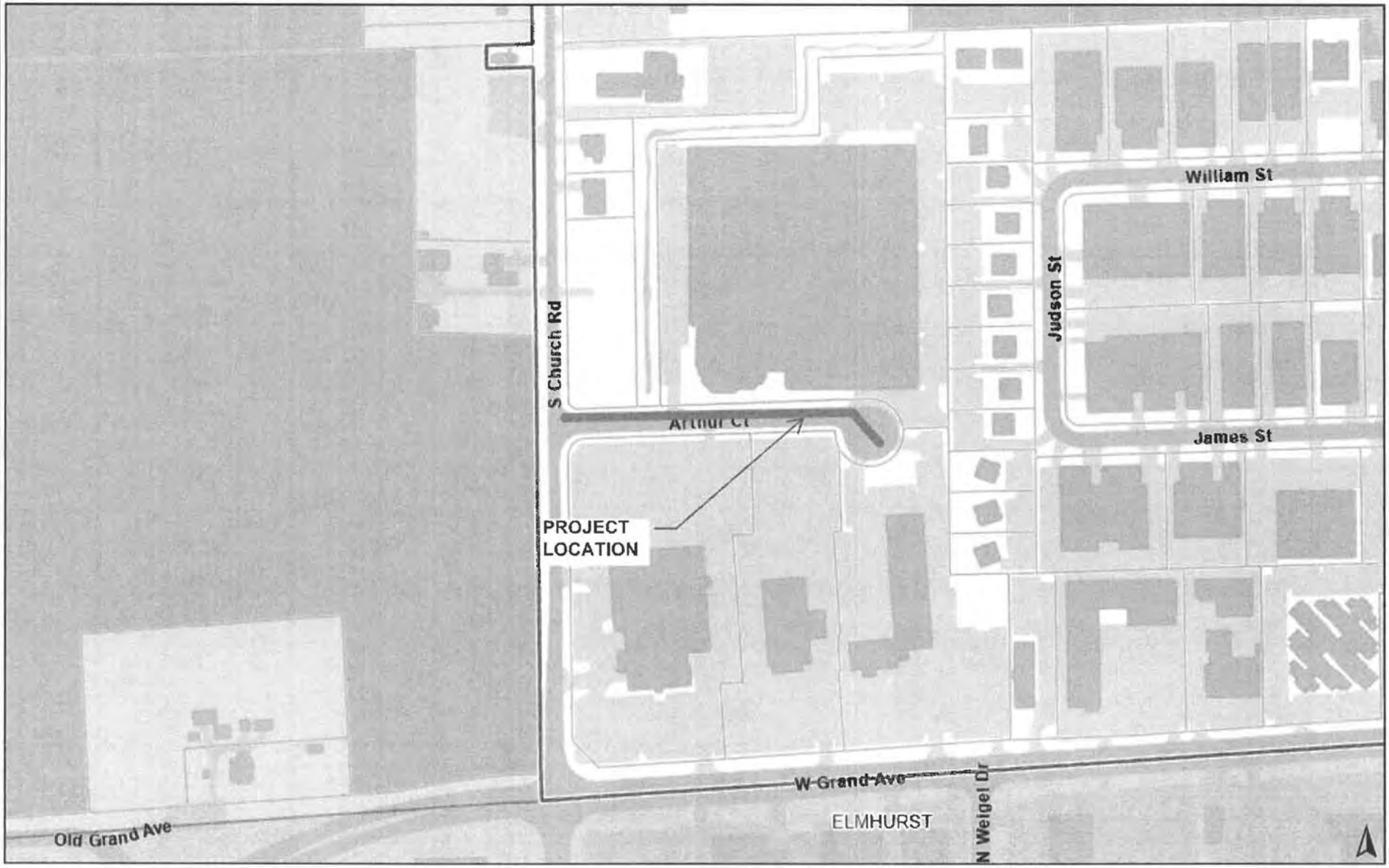
Nancy Quinn, Village Clerk

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

NAYS: None

ABSENT: None

# GISConsortium | Arthur Court Improvements




0 500 1000 ft

**Print Date: 3/17/2025**

**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.*

BAXTER & WOODMAN

March 12, 2025

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

***Subject: Village of Bensenville, IL - Bid Results for the Arthur Court Improvements***

Dear Mr. Caracci:

The following bids were received for the Arthur Court Improvements on March 11, 2025:

| **Bidders** | **Amount of Bid** |
|---|---|
| Everlast Blacktop, Inc<br>Elgin, IL | $945,225.87 |
| Triggi Construction, Inc.<br>West Chicago, IL | $979,133.35 |
| R.W. Dunteman Company<br>Addison, IL | $984,330.44 |
| A Lamp Concrete Contractors, Inc.<br>Schaumburg, IL | $1,064,981.86 |
| Alliance Contractors, Inc.<br>Woodstock, IL | $1,065,830.66 |
| Landmark Contractors, Inc.<br>Huntley, IL | $1,070,512.94 |
| Builders Paving, LLC<br>Hillside, IL | $1,177,955.61 |
| Martam, Construction, Inc.<br>Elgin, IL | $1,457,360.00 |

Our pre-bid opinion of probable cost for this Project was $891,438.50.

We have analyzed each of the bids and find Everlast Blacktop, Inc. to be the lowest responsible and responsive Bidder. Baxter & Woodman confirms Everlast Blacktop, Inc. is prequalified to perform over 50% of the project as the general contractor. Everlast Blacktop is prequalified in IDOT Category 017 Concrete Construction, which allows up to 15,000 square yards of concrete pavement work; the Arthur Court project is below that. Therefore, Everlast Blacktop meets the requirements for award.

Baxter & Woodman, however, has not worked with Everlast Blacktop on a project that includes concrete pavement installation. Prior to award, we recommend the Village request Everlast Blacktop provide the Village with up to three (3) project references for which they performed concrete pavement installation. Our recommendation to award to Everlast Blacktop is contingent on Everlast providing the Village with acceptable references of past performance.

All the original Contractor's Bid Documents and two copies of the Bid Tabulation are enclosed for the Village's records.

Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Joe Wilhelmsen, PE
Project Manager

\\corp.baxwood.com\project\Azure\BENVL\220248-S Ind Bus District\40-Design\8.9_AssistBidding\Arthur Court Bid\Post-Bid\220248.40_LetterOfRecommendation.docx

VILLAGE OF BENSENVILLE, IL
AUTHUR COURT IMPROVEMENTS
MARCH 11, 2025/11:00 AM

| No. | Item | Quantity | Unit | Engineer's Estimate | | Everlast Blacktop, Inc. | | Triggi Construction, Inc. | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Unit Price | Total Price | Unit Price | Total | Unit Price | Total |
| 1 | TREE ROOT PRUNING | 8 | EACH | $ 160.00 | $ 1,280.00 | $ 220.00 | $ 1,760.00 | $ 150.00 | $ 1,200.00 |
| 2 | TREE PRUNING (1 TO 10 INCH DIAMETER) | 5 | EACH | $ 160.00 | $ 800.00 | $ 100.00 | $ 500.00 | $ 150.00 | $ 750.00 |
| 3 | PARKWAY RESTORATION - SODDING, SALT TOLERANT | 1,679 | SQ YD | $ 20.00 | $ 33,580.00 | $ 12.00 | $ 20,148.00 | $ 20.00 | $ 33,580.00 |
| 4 | EARTH EXCAVATION | 1,397 | CU YD | $ 40.00 | $ 55,880.00 | $ 43.00 | $ 60,071.00 | $ 52.50 | $ 73,342.50 |
| 5 | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL | 209 | CU YD | $ 40.00 | $ 8,360.00 | $ 43.00 | $ 8,987.00 | $ 52.50 | $ 10,972.50 |
| 6 | GEOTECHNICAL FABRIC FOR GROUND STABILIZATION | 180 | SQ YD | $ 2.00 | $ 360.00 | $ 2.00 | $ 360.00 | $ 10.00 | $ 1,800.00 |
| 7 | PERIMETER EROSION BARRIER | 200 | FOOT | $ 5.00 | $ 1,000.00 | $ 2.00 | $ 400.00 | $ 7.50 | $ 1,500.00 |
| 8 | INLET FILTERS | 9 | EACH | $ 75.00 | $ 675.00 | $ 110.00 | $ 990.00 | $ 200.00 | $ 1,800.00 |
| 9 | AGGREGATE SUBGRADE IMPROVEMENT | 60 | CU YD | $ 40.00 | $ 2,400.00 | $ 52.00 | $ 3,120.00 | $ 50.00 | $ 3,000.00 |
| 10 | AGGREGATE BASE COURSE, TYPE B 4" | 1,073 | SQ YD | $ 10.00 | $ 10,730.00 | $ 4.40 | $ 4,721.20 | $ 10.00 | $ 10,730.00 |
| 11 | AGGREGATE BASE COURSE, TYPE B 12" | 3,582 | SQ YD | $ 13.00 | $ 46,566.00 | $ 16.50 | $ 59,103.00 | $ 25.00 | $ 89,550.00 |
| 12 | PORTLAND CEMENT CONCRETE PAVEMENT 10" (JOINTED) | 3,582 | SQ YD | $ 95.00 | $ 340,290.00 | $ 101.66 | $ 364,146.12 | $ 100.00 | $ 358,200.00 |
| 13 | PROTECTIVE COAT | 4,561 | SQ YD | $ 0.50 | $ 2,280.50 | $ 4.00 | $ 18,244.00 | $ 0.10 | $ 456.10 |
| 14 | PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 10 INCH | 366 | SQ YD | $ 95.00 | $ 34,770.00 | $ 124.00 | $ 45,384.00 | $ 100.00 | $ 36,600.00 |
| 15 | PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH | 1,975 | SQ FT | $ 8.00 | $ 15,800.00 | $ 12.00 | $ 23,700.00 | $ 9.25 | $ 18,268.75 |
| 16 | DETECTABLE WARNINGS | 20 | SQ FT | $ 40.00 | $ 800.00 | $ 60.00 | $ 1,200.00 | $ 25.00 | $ 500.00 |
| 17 | PAVEMENT REMOVAL | 3,590 | SQ YD | $ 11.00 | $ 39,490.00 | $ 10.48 | $ 37,623.20 | $ 15.50 | $ 55,645.00 |
| 18 | DRIVEWAY PAVEMENT REMOVAL | 366 | SQ YD | $ 15.00 | $ 5,490.00 | $ 16.00 | $ 5,856.00 | $ 25.00 | $ 9,150.00 |
| 19 | COMBINATION CURB AND GUTTER REMOVAL | 1,700 | FOOT | $ 5.00 | $ 8,500.00 | $ 6.00 | $ 10,200.00 | $ 10.00 | $ 17,000.00 |
| 20 | SIDEWALK REMOVAL | 1,975 | SQ FT | $ 7.00 | $ 13,825.00 | $ 2.00 | $ 3,950.00 | $ 2.00 | $ 3,950.00 |
| 21 | CLASS D PATCHES, TYPE IV, 9 INCH | 43 | SQ YD | $ 150.00 | $ 6,450.00 | $ 62.99 | $ 2,708.57 | $ 125.00 | $ 5,375.00 |
| 22 | STORM SEWERS, DUCTILE IRON, TYPE 1 12" | 40 | FOOT | $ 200.00 | $ 8,000.00 | $ 240.00 | $ 9,600.00 | $ 250.00 | $ 10,000.00 |
| 23 | STORM SEWER REMOVAL 12" | 40 | FOOT | $ 30.00 | $ 1,200.00 | $ 40.00 | $ 1,600.00 | $ 10.00 | $ 400.00 |
| 24 | CATCH BASINS, TYPE C, TYPE 23 FRAME AND GRATE | 1 | EACH | $ 4,000.00 | $ 4,000.00 | $ 2,950.00 | $ 2,950.00 | $ 3,750.00 | $ 3,750.00 |
| 25 | MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID | 2 | EACH | $ 7,000.00 | $ 14,000.00 | $ 5,190.00 | $ 10,380.00 | $ 10,000.00 | $ 20,000.00 |
| 26 | INLETS, TYPE A, TYPE 23 FRAME AND GRATE | 1 | EACH | $ 2,000.00 | $ 2,000.00 | $ 2,950.00 | $ 2,950.00 | $ 3,500.00 | $ 3,500.00 |
| 27 | FRAMES AND LIDS, TYPE 1, CLOSED LID (BENSENVILLE SANITARY) | 1 | EACH | $ 1,000.00 | $ 1,000.00 | $ 800.00 | $ 800.00 | $ 550.00 | $ 550.00 |
| 28 | FRAMES AND GRATES, TYPE 23 | 6 | EACH | $ 500.00 | $ 3,000.00 | $ 725.00 | $ 4,350.00 | $ 500.00 | $ 3,000.00 |
| 29 | REMOVING INLETS | 1 | EACH | $ 500.00 | $ 500.00 | $ 400.00 | $ 400.00 | $ 175.00 | $ 175.00 |
| 30 | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 | 1,700 | FOOT | $ 35.00 | $ 59,500.00 | $ 40.00 | $ 68,000.00 | $ 30.00 | $ 51,000.00 |
| 31 | DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED | 14 | EACH | $ 500.00 | $ 7,000.00 | $ 300.00 | $ 4,200.00 | $ 650.00 | $ 9,100.00 |
| 32 | MOBILIZATION | 1 | LSUM | $ 33,000.00 | $ 33,000.00 | $ 41,168.00 | $ 41,168.00 | $ 25,000.00 | $ 25,000.00 |
| 33 | REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN | 1 | L SUM | $ 2,500.00 | $ 2,500.00 | $ 3,600.00 | $ 3,600.00 | $ 3,500.00 | $ 3,500.00 |
| 34 | REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT | 1 | L SUM | $ 2,500.00 | $ 2,500.00 | $ 3,600.00 | $ 3,600.00 | $ 750.00 | $ 750.00 |
| 35 | REGULATED SUBSTANCES MONITORING | 15 | CAL DA | $ 700.00 | $ 10,500.00 | $ 1,250.00 | $ 18,750.00 | $ 500.00 | $ 7,500.00 |
| 36 | SIGN PANEL - TYPE 1 | 3 | SQ FT | $ 50.00 | $ 150.00 | $ 60.00 | $ 180.00 | $ 30.00 | $ 90.00 |
| 37 | TELESCOPING STEEL SIGN SUPPORT | 24 | FOOT | $ 18.00 | $ 432.00 | $ 20.00 | $ 480.00 | $ 25.00 | $ 600.00 |
| 38 | REMOVE SIGN PANEL ASSEMBLY - TYPE A | 2 | EACH | $ 50.00 | $ 100.00 | $ 200.00 | $ 400.00 | $ 75.00 | $ 150.00 |
| 39 | THERMOPLASTIC PAVEMENT MARKING - LINE 6" | 155 | FOOT | $ 10.00 | $ 1,550.00 | $ 3.30 | $ 511.50 | $ 5.50 | $ 852.50 |
| 40 | THERMOPLASTIC PAVEMENT MARKING - LINE 12" | 210 | FOOT | $ 14.00 | $ 2,940.00 | $ 6.60 | $ 1,386.00 | $ 11.00 | $ 2,310.00 |
| 41 | THERMOPLASTIC PAVEMENT MARKING - LINE 24" | 27 | FOOT | $ 20.00 | $ 540.00 | $ 12.00 | $ 324.00 | $ 22.00 | $ 594.00 |
| 42 | PAVEMENT MARKING REMOVAL - WATER BLASTING | 342 | SQ FT | $ 20.00 | $ 6,840.00 | $ 14.62 | $ 5,000.04 | $ 6.00 | $ 2,052.00 |
| 43 | ELECTRIC SERVICE INSTALLATION | 1 | EACH | $ 2,500.00 | $ 2,500.00 | $ 6,600.00 | $ 6,600.00 | $ 7,500.00 | $ 7,500.00 |
| 44 | ELECTRIC UTILITY SERVICE CONNECTION | 1 | EACH | $ 5,000.00 | $ 5,000.00 | $ 5,200.00 | $ 5,200.00 | $ 5,000.00 | $ 5,000.00 |
| 45 | UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1" DIA. | 810 | FOOT | $ 17.00 | $ 13,770.00 | $ 21.00 | $ 17,010.00 | $ 25.00 | $ 20,250.00 |
| 46 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10 | 2,480 | FOOT | $ 1.75 | $ 4,340.00 | $ 2.00 | $ 4,960.00 | $ 5.50 | $ 13,640.00 |

VILLAGE OF BENSENVILLE, IL
AUTHUR COURT IMPROVEMENTS
MARCH 11, 2025/11:00 AM

| | | | | Engineer's Estimate | | Everlast Blacktop, Inc. | | Triggi Construction, Inc. | |
|---|---|---|---|---|---|---|---|---|---|
| No. | Item | Quantity | Unit | Unit Price | Total Price | Unit Price | Total | Unit Price | Total |
| 47 | LIGHTING CONTROLLER, BASE MOUNTED, 240VOLT, 100AMP | 1 | EACH | $ 15,000.00 | $ 15,000.00 | $ 11,500.00 | $ 11,500.00 | $ 17,500.00 | $ 17,500.00 |
| 48 | REMOVAL OF LIGHTING CONTROLLER | 1 | EACH | $ 1,000.00 | $ 1,000.00 | $ 1,100.00 | $ 1,100.00 | $ 1,000.00 | $ 1,000.00 |
| 49 | REMOVAL OF LIGHTING CONTROLLER FOUNDATION | 1 | EACH | $ 1,500.00 | $ 1,500.00 | $ 900.00 | $ 900.00 | $ 500.00 | $ 500.00 |
| 50 | DISCONNECT CABLE AND ABANDON IN PLACE | 1 | L SUM | $ 5,000.00 | $ 5,000.00 | $ 3,800.00 | $ 3,800.00 | $ 500.00 | $ 500.00 |
| 51 | AS-BUILT DRAWINGS | 1 | L SUM | $ 5,000.00 | $ 5,000.00 | $ 6,000.00 | $ 6,000.00 | $ 2,000.00 | $ 2,000.00 |
| 52 | TEMPORARY STONE | 1 | L SUM | $ 5,000.00 | $ 5,000.00 | $ 4,000.00 | $ 4,000.00 | $ 5,000.00 | $ 5,000.00 |
| 53 | TRAFFIC CONTROL AND PROTECTION | 1 | L SUM | $ 33,000.00 | $ 33,000.00 | $ 20,654.24 | $ 20,654.24 | $ 15,000.00 | $ 15,000.00 |
| 54 | CONSTRUCTION LAYOUT | 1 | L SUM | $ 7,500.00 | $ 7,500.00 | $ 6,000.00 | $ 6,000.00 | $ 10,000.00 | $ 10,000.00 |
| 55 | TEMPORARY INFORMATION SIGNING | 50 | SQ FT | $ 25.00 | $ 1,250.00 | $ 30.00 | $ 1,500.00 | $ 20.00 | $ 1,000.00 |
| 56 | MAINTAIN EXISTING LIGHTING SYSTEM | 1 | L SUM | $ 1,000.00 | $ 1,000.00 | $ 2,200.00 | $ 2,200.00 | $ 2,000.00 | $ 2,000.00 |
| | **TOTALS** | | | | **$ 891,438.50** | | **$ 945,225.87** | | **$ 979,133.35** |

VILLAGE OF BENSENVILLE, IL
AUTHUR COURT IMPROVEMENTS
MARCH 11, 2025/11:00 AM

| No. | Item | Quantity | R.W. Dunteman Company | | A. Lamp Concrete Contractors, Inc. | | Alliance Contractors, Inc. | | Landmark Contractors, Inc. | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 1 | TREE ROOT PRUNING | 8 | $ 200.00 | $ 1,600.00 | $ 50.00 | $ 400.00 | $ 225.00 | $ 1,800.00 | $ 225.00 | $ 1,800.00 |
| 2 | TREE PRUNING (1 TO 10 INCH DIAMETER) | 5 | $ 450.00 | $ 2,250.00 | $ 50.00 | $ 250.00 | $ 240.00 | $ 1,200.00 | $ 260.00 | $ 1,300.00 |
| 3 | PARKWAY RESTORATION - SODDING, SALT TOLERANT | 1,679 | $ 18.00 | $ 30,222.00 | $ 10.00 | $ 16,790.00 | $ 25.70 | $ 43,150.30 | $ 19.50 | $ 32,740.50 |
| 4 | EARTH EXCAVATION | 1,397 | $ 56.64 | $ 79,126.08 | $ 60.00 | $ 83,820.00 | $ 10.00 | $ 13,970.00 | $ 50.00 | $ 69,850.00 |
| 5 | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL | 209 | $ 64.11 | $ 13,398.99 | $ 20.00 | $ 4,180.00 | $ 15.00 | $ 3,135.00 | $ 66.46 | $ 13,890.14 |
| 6 | GEOTECHNICAL FABRIC FOR GROUND STABILIZATION | 180 | $ 7.48 | $ 1,346.40 | $ 7.00 | $ 1,260.00 | $ 3.00 | $ 540.00 | $ 3.00 | $ 540.00 |
| 7 | PERIMETER EROSION BARRIER | 200 | $ 5.00 | $ 1,000.00 | $ 0.01 | $ 2.00 | $ 5.00 | $ 1,000.00 | $ 7.50 | $ 1,500.00 |
| 8 | INLET FILTERS | 9 | $ 200.00 | $ 1,800.00 | $ 15.00 | $ 135.00 | $ 25.00 | $ 225.00 | $ 225.00 | $ 2,025.00 |
| 9 | AGGREGATE SUBGRADE IMPROVEMENT | 60 | $ 79.39 | $ 4,763.40 | $ 20.00 | $ 1,200.00 | $ 60.00 | $ 3,600.00 | $ 94.00 | $ 5,640.00 |
| 10 | AGGREGATE BASE COURSE, TYPE B 4" | 1,073 | $ 8.88 | $ 9,528.24 | $ 11.00 | $ 11,803.00 | $ 8.00 | $ 8,584.00 | $ 15.50 | $ 16,631.50 |
| 11 | AGGREGATE BASE COURSE, TYPE B 12" | 3,582 | $ 18.72 | $ 67,055.04 | $ 16.50 | $ 59,103.00 | $ 24.00 | $ 85,968.00 | $ 26.50 | $ 94,923.00 |
| 12 | PORTLAND CEMENT CONCRETE PAVEMENT 10" (JOINTED) | 3,582 | $ 91.99 | $ 329,508.18 | $ 99.00 | $ 354,618.00 | $ 129.00 | $ 462,078.00 | $ 111.50 | $ 399,393.00 |
| 13 | PROTECTIVE COAT | 4,561 | $ 0.10 | $ 456.10 | $ 0.01 | $ 45.61 | $ 0.01 | $ 45.61 | $ 1.30 | $ 5,929.30 |
| 14 | PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 10 INCH | 366 | $ 89.82 | $ 32,874.12 | $ 150.00 | $ 54,900.00 | $ 121.50 | $ 44,469.00 | $ 117.25 | $ 42,913.50 |
| 15 | PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH | 1,975 | $ 9.02 | $ 17,814.50 | $ 11.25 | $ 22,218.75 | $ 8.85 | $ 17,478.75 | $ 9.00 | $ 17,775.00 |
| 16 | DETECTABLE WARNINGS | 20 | $ 39.24 | $ 784.80 | $ 35.00 | $ 700.00 | $ 50.00 | $ 1,000.00 | $ 32.50 | $ 650.00 |
| 17 | PAVEMENT REMOVAL | 3,590 | $ 28.67 | $ 102,925.30 | $ 13.50 | $ 48,465.00 | $ 25.00 | $ 89,750.00 | $ 13.95 | $ 50,080.50 |
| 18 | DRIVEWAY PAVEMENT REMOVAL | 366 | $ 28.00 | $ 10,248.00 | $ 19.50 | $ 7,137.00 | $ 25.00 | $ 9,150.00 | $ 33.75 | $ 12,352.50 |
| 19 | COMBINATION CURB AND GUTTER REMOVAL | 1,700 | $ 10.00 | $ 17,000.00 | $ 6.15 | $ 10,455.00 | $ 15.00 | $ 25,500.00 | $ 7.40 | $ 12,580.00 |
| 20 | SIDEWALK REMOVAL | 1,975 | $ 2.50 | $ 4,937.50 | $ 1.60 | $ 3,160.00 | $ 3.00 | $ 5,925.00 | $ 2.05 | $ 4,048.75 |
| 21 | CLASS D PATCHES, TYPE IV, 9 INCH | 43 | $ 95.11 | $ 4,089.73 | $ 100.00 | $ 4,300.00 | $ 65.00 | $ 2,795.00 | $ 269.00 | $ 11,567.00 |
| 22 | STORM SEWERS, DUCTILE IRON, TYPE 1 12" | 40 | $ 185.00 | $ 7,400.00 | $ 301.00 | $ 12,040.00 | $ 315.00 | $ 12,600.00 | $ 185.00 | $ 7,400.00 |
| 23 | STORM SEWER REMOVAL 12" | 40 | $ 20.00 | $ 800.00 | $ 1.00 | $ 40.00 | $ 25.00 | $ 1,000.00 | $ 20.00 | $ 800.00 |
| 24 | CATCH BASINS, TYPE C, TYPE 23 FRAME AND GRATE | 1 | $ 3,600.00 | $ 3,600.00 | $ 3,250.00 | $ 3,250.00 | $ 2,500.00 | $ 2,500.00 | $ 3,600.00 | $ 3,600.00 |
| 25 | MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID | 2 | $ 7,800.00 | $ 15,600.00 | $ 10,200.00 | $ 20,400.00 | $ 4,400.00 | $ 8,800.00 | $ 7,800.00 | $ 15,600.00 |
| 26 | INLETS, TYPE A, TYPE 23 FRAME AND GRATE | 1 | $ 3,500.00 | $ 3,500.00 | $ 3,450.00 | $ 3,450.00 | $ 2,900.00 | $ 2,900.00 | $ 3,500.00 | $ 3,500.00 |
| 27 | FRAMES AND LIDS, TYPE 1, CLOSED LID (BENSENVILLE SANITARY) | 1 | $ 900.00 | $ 900.00 | $ 750.00 | $ 750.00 | $ 525.00 | $ 525.00 | $ 900.00 | $ 900.00 |
| 28 | FRAMES AND GRATES, TYPE 23 | 6 | $ 975.00 | $ 5,850.00 | $ 650.00 | $ 3,900.00 | $ 425.00 | $ 2,550.00 | $ 975.00 | $ 5,850.00 |
| 29 | REMOVING INLETS | 1 | $ 200.00 | $ 200.00 | $ 500.00 | $ 500.00 | $ 250.00 | $ 250.00 | $ 200.00 | $ 200.00 |
| 30 | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 | 1,700 | $ 28.04 | $ 47,668.00 | $ 38.50 | $ 65,450.00 | $ 31.65 | $ 53,805.00 | $ 29.15 | $ 49,555.00 |
| 31 | DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED | 14 | $ 650.00 | $ 9,100.00 | $ 750.00 | $ 10,500.00 | $ 300.00 | $ 4,200.00 | $ 650.00 | $ 9,100.00 |
| 32 | MOBILIZATION | 1 | $ 39,066.33 | $ 39,066.33 | $ 42,550.00 | $ 42,550.00 | $ 64,900.00 | $ 64,900.00 | $ 81,000.00 | $ 81,000.00 |
| 33 | REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN | 1 | $ 3,000.00 | $ 3,000.00 | $ 2,500.00 | $ 2,500.00 | $ 2,000.00 | $ 2,000.00 | $ 2,000.00 | $ 2,000.00 |
| 34 | REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT | 1 | $ 2,000.00 | $ 2,000.00 | $ 2,500.00 | $ 2,500.00 | $ 800.00 | $ 800.00 | $ 800.00 | $ 800.00 |
| 35 | REGULATED SUBSTANCES MONITORING | 15 | $ 900.00 | $ 13,500.00 | $ 750.00 | $ 11,250.00 | $ 750.00 | $ 11,250.00 | $ 750.00 | $ 11,250.00 |
| 36 | SIGN PANEL - TYPE 1 | 3 | $ 30.00 | $ 90.00 | $ 25.00 | $ 75.00 | $ 25.00 | $ 75.00 | $ 30.00 | $ 90.00 |
| 37 | TELESCOPING STEEL SIGN SUPPORT | 24 | $ 17.00 | $ 408.00 | $ 20.00 | $ 480.00 | $ 22.00 | $ 528.00 | $ 17.00 | $ 408.00 |
| 38 | REMOVE SIGN PANEL ASSEMBLY - TYPE A | 2 | $ 75.00 | $ 150.00 | $ 125.00 | $ 250.00 | $ 200.00 | $ 400.00 | $ 75.00 | $ 150.00 |
| 39 | THERMOPLASTIC PAVEMENT MARKING - LINE 6" | 155 | $ 5.35 | $ 829.25 | $ 3.50 | $ 542.50 | $ 7.00 | $ 1,085.00 | $ 5.35 | $ 829.25 |
| 40 | THERMOPLASTIC PAVEMENT MARKING - LINE 12" | 210 | $ 10.65 | $ 2,236.50 | $ 6.50 | $ 1,365.00 | $ 10.00 | $ 2,100.00 | $ 10.65 | $ 2,236.50 |
| 41 | THERMOPLASTIC PAVEMENT MARKING - LINE 24" | 27 | $ 19.80 | $ 534.60 | $ 11.00 | $ 297.00 | $ 25.00 | $ 675.00 | $ 19.80 | $ 534.60 |
| 42 | PAVEMENT MARKING REMOVAL - WATER BLASTING | 342 | $ 5.95 | $ 2,034.90 | $ 15.00 | $ 5,130.00 | $ 12.00 | $ 4,104.00 | $ 5.95 | $ 2,034.90 |
| 43 | ELECTRIC SERVICE INSTALLATION | 1 | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 |
| 44 | ELECTRIC UTILITY SERVICE CONNECTION | 1 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 |
| 45 | UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1" DIA. | 810 | $ 20.00 | $ 16,200.00 | $ 20.00 | $ 16,200.00 | $ 20.00 | $ 16,200.00 | $ 20.00 | $ 16,200.00 |
| 46 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10 | 2,480 | $ 1.50 | $ 3,720.00 | $ 1.50 | $ 3,720.00 | $ 1.50 | $ 3,720.00 | $ 1.50 | $ 3,720.00 |

VILLAGE OF BENSENVILLE, IL
AUTHUR COURT IMPROVEMENTS
MARCH 11, 2025/11:00 AM

| No. | Item | Quantity | R.W. Dunteman Company | | A. Lamp Concrete Contractors, Inc. | | Alliance Contractors, Inc. | | Landmark Contractors, Inc. | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 47 | LIGHTING CONTROLLER, BASE MOUNTED, 240VOLT, 100AMP | 1 | $ 10,450.00 | $ 10,450.00 | $ 10,450.00 | $ 10,450.00 | $ 10,450.00 | $ 10,450.00 | $ 10,450.00 | $ 10,450.00 |
| 48 | REMOVAL OF LIGHTING CONTROLLER | 1 | $ 1,000.00 | $ 1,000.00 | $ 1,000.00 | $ 1,000.00 | $ 1,000.00 | $ 1,000.00 | $ 1,000.00 | $ 1,000.00 |
| 49 | REMOVAL OF LIGHTING CONTROLLER FOUNDATION | 1 | $ 750.00 | $ 750.00 | $ 750.00 | $ 750.00 | $ 750.00 | $ 750.00 | $ 750.00 | $ 750.00 |
| 50 | DISCONNECT CABLE AND ABANDON IN PLACE | 1 | $ 3,400.00 | $ 3,400.00 | $ 3,400.00 | $ 3,400.00 | $ 3,400.00 | $ 3,400.00 | $ 3,400.00 | $ 3,400.00 |
| 51 | AS-BUILT DRAWINGS | 1 | $ 3,900.00 | $ 3,900.00 | $ 5,000.00 | $ 5,000.00 | $ 2,000.00 | $ 2,000.00 | $ 7,500.00 | $ 7,500.00 |
| 52 | TEMPORARY STONE | 1 | $ 2,947.70 | $ 2,947.70 | $ 7,500.00 | $ 7,500.00 | $ 3,000.00 | $ 3,000.00 | $ 8,500.00 | $ 8,500.00 |
| 53 | TRAFFIC CONTROL AND PROTECTION | 1 | $ 30,066.78 | $ 30,066.78 | $ 120,150.00 | $ 120,150.00 | $ 5,500.00 | $ 5,500.00 | $ 7,225.00 | $ 7,225.00 |
| 54 | CONSTRUCTION LAYOUT | 1 | $ 6,900.00 | $ 6,900.00 | $ 10,600.00 | $ 10,600.00 | $ 7,500.00 | $ 7,500.00 | $ 2,000.00 | $ 2,000.00 |
| 55 | TEMPORARY INFORMATION SIGNING | 50 | $ 20.00 | $ 1,000.00 | $ 25.00 | $ 1,250.00 | $ 22.00 | $ 1,100.00 | $ 20.00 | $ 1,000.00 |
| 56 | MAINTAIN EXISTING LIGHTING SYSTEM | 1 | $ 1,800.00 | $ 1,800.00 | $ 1,800.00 | $ 1,800.00 | $ 1,800.00 | $ 1,800.00 | $ 1,800.00 | $ 1,800.00 |
| | **TOTALS** | | | **$ 984,330.44** | | **$ 1,064,981.86** | | **$ 1,065,830.66** | | **$ 1,070,512.94** |

VILLAGE OF BENSENVILLE, IL
AUTHUR COURT IMPROVEMENTS
MARCH 11, 2025/11:00 AM

| No. | Item | Quantity | Builders Paving, LLC | | Martam Construction, Inc. | |
|---|---|---|---|---|---|---|
| | | | Unit Price | Total | Unit Price | Total |
| 1 | TREE ROOT PRUNING | 8 | $ 240.00 | $ 1,920.00 | $ 185.00 | $ 1,480.00 |
| 2 | TREE PRUNING (1 TO 10 INCH DIAMETER) | 5 | $ 250.00 | $ 1,250.00 | $ 185.00 | $ 925.00 |
| 3 | PARKWAY RESTORATION - SODDING, SALT TOLERANT | 1,679 | $ 18.00 | $ 30,222.00 | $ 25.00 | $ 41,975.00 |
| 4 | EARTH EXCAVATION | 1,397 | $ 150.00 | $ 209,550.00 | $ 56.00 | $ 78,232.00 |
| 5 | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL | 209 | $ 125.00 | $ 26,125.00 | $ 56.00 | $ 11,704.00 |
| 6 | GEOTECHNICAL FABRIC FOR GROUND STABILIZATION | 180 | $ 3.50 | $ 630.00 | $ 6.00 | $ 1,080.00 |
| 7 | PERIMETER EROSION BARRIER | 200 | $ 3.00 | $ 600.00 | $ 8.00 | $ 1,600.00 |
| 8 | INLET FILTERS | 9 | $ 350.00 | $ 3,150.00 | $ 280.00 | $ 2,520.00 |
| 9 | AGGREGATE SUBGRADE IMPROVEMENT | 60 | $ 55.00 | $ 3,300.00 | $ 133.00 | $ 7,980.00 |
| 10 | AGGREGATE BASE COURSE, TYPE B 4" | 1,073 | $ 8.00 | $ 8,584.00 | $ 11.00 | $ 11,803.00 |
| 11 | AGGREGATE BASE COURSE, TYPE B 12" | 3,582 | $ 20.00 | $ 71,640.00 | $ 19.00 | $ 68,058.00 |
| 12 | PORTLAND CEMENT CONCRETE PAVEMENT 10" (JOINTED) | 3,582 | $ 110.00 | $ 394,020.00 | $ 181.00 | $ 648,342.00 |
| 13 | PROTECTIVE COAT | 4,561 | $ 0.01 | $ 45.61 | $ 1.00 | $ 4,561.00 |
| 14 | PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 10 INCH | 366 | $ 110.00 | $ 40,260.00 | $ 191.00 | $ 69,906.00 |
| 15 | PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH | 1,975 | $ 10.00 | $ 19,750.00 | $ 14.00 | $ 27,650.00 |
| 16 | DETECTABLE WARNINGS | 20 | $ 50.00 | $ 1,000.00 | $ 48.00 | $ 960.00 |
| 17 | PAVEMENT REMOVAL | 3,590 | $ 22.00 | $ 78,980.00 | $ 24.00 | $ 86,160.00 |
| 18 | DRIVEWAY PAVEMENT REMOVAL | 366 | $ 22.00 | $ 8,052.00 | $ 19.00 | $ 6,954.00 |
| 19 | COMBINATION CURB AND GUTTER REMOVAL | 1,700 | $ 9.00 | $ 15,300.00 | $ 12.00 | $ 20,400.00 |
| 20 | SIDEWALK REMOVAL | 1,975 | $ 2.00 | $ 3,950.00 | $ 2.00 | $ 3,950.00 |
| 21 | CLASS D PATCHES, TYPE IV, 9 INCH | 43 | $ 150.00 | $ 6,450.00 | $ 191.00 | $ 8,213.00 |
| 22 | STORM SEWERS, DUCTILE IRON, TYPE 1 12" | 40 | $ 175.00 | $ 7,000.00 | $ 216.00 | $ 8,640.00 |
| 23 | STORM SEWER REMOVAL 12" | 40 | $ 5.00 | $ 200.00 | $ 15.00 | $ 600.00 |
| 24 | CATCH BASINS, TYPE C, TYPE 23 FRAME AND GRATE | 1 | $ 2,765.00 | $ 2,765.00 | $ 3,120.00 | $ 3,120.00 |
| 25 | MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID | 2 | $ 7,400.00 | $ 14,800.00 | $ 6,360.00 | $ 12,720.00 |
| 26 | INLETS, TYPE A, TYPE 23 FRAME AND GRATE | 1 | $ 1,950.00 | $ 1,950.00 | $ 2,440.00 | $ 2,440.00 |
| 27 | FRAMES AND LIDS, TYPE 1, CLOSED LID (BENSENVILLE SANITARY) | 1 | $ 420.00 | $ 420.00 | $ 650.00 | $ 650.00 |
| 28 | FRAMES AND GRATES, TYPE 23 | 6 | $ 450.00 | $ 2,700.00 | $ 650.00 | $ 3,900.00 |
| 29 | REMOVING INLETS | 1 | $ 200.00 | $ 200.00 | $ 150.00 | $ 150.00 |
| 30 | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 | 1,700 | $ 35.00 | $ 59,500.00 | $ 38.00 | $ 64,600.00 |
| 31 | DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED | 14 | $ 450.00 | $ 6,300.00 | $ 720.00 | $ 10,080.00 |
| 32 | MOBILIZATION | 1 | $ 36,500.00 | $ 36,500.00 | $ 60,000.00 | $ 60,000.00 |
| 33 | REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN | 1 | $ 4,000.00 | $ 4,000.00 | $ 2,500.00 | $ 2,500.00 |
| 34 | REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT | 1 | $ 1,100.00 | $ 1,100.00 | $ 1,200.00 | $ 1,200.00 |
| 35 | REGULATED SUBSTANCES MONITORING | 15 | $ 1,000.00 | $ 15,000.00 | $ 910.00 | $ 13,650.00 |
| 36 | SIGN PANEL - TYPE 1 | 3 | $ 20.00 | $ 60.00 | $ 85.00 | $ 255.00 |
| 37 | TELESCOPING STEEL SIGN SUPPORT | 24 | $ 15.00 | $ 360.00 | $ 80.00 | $ 1,920.00 |
| 38 | REMOVE SIGN PANEL ASSEMBLY - TYPE A | 2 | $ 50.00 | $ 100.00 | $ 150.00 | $ 300.00 |
| 39 | THERMOPLASTIC PAVEMENT MARKING - LINE 6" | 155 | $ 5.50 | $ 852.50 | $ 8.00 | $ 1,240.00 |
| 40 | THERMOPLASTIC PAVEMENT MARKING - LINE 12" | 210 | $ 10.75 | $ 2,257.50 | $ 16.00 | $ 3,360.00 |
| 41 | THERMOPLASTIC PAVEMENT MARKING - LINE 24" | 27 | $ 20.00 | $ 540.00 | $ 32.00 | $ 864.00 |
| 42 | PAVEMENT MARKING REMOVAL - WATER BLASTING | 342 | $ 6.00 | $ 2,052.00 | $ 12.00 | $ 4,104.00 |
| 43 | ELECTRIC SERVICE INSTALLATION | 1 | $ 6,000.00 | $ 6,000.00 | $ 7,500.00 | $ 7,500.00 |
| 44 | ELECTRIC UTILITY SERVICE CONNECTION | 1 | $ 5,000.00 | $ 5,000.00 | $ 6,000.00 | $ 6,000.00 |
| 45 | UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1" DIA. | 810 | $ 20.00 | $ 16,200.00 | $ 25.00 | $ 20,250.00 |
| 46 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10 | 2,480 | $ 1.50 | $ 3,720.00 | $ 1.80 | $ 4,464.00 |

VILLAGE OF BENSENVILLE, IL
AUTHUR COURT IMPROVEMENTS
MARCH 11, 2025/11:00 AM

| No. | Item | Quantity | Builders Paving, LLC | | Martam Construction, Inc. | |
|---|---|---|---|---|---|---|
| | | | Unit Price | Total | Unit Price | Total |
| 47 | LIGHTING CONTROLLER, BASE MOUNTED, 240VOLT, 100AMP | 1 | $ 10,450.00 | $ 10,450.00 | $ 12,500.00 | $ 12,500.00 |
| 48 | REMOVAL OF LIGHTING CONTROLLER | 1 | $ 1,000.00 | $ 1,000.00 | $ 1,200.00 | $ 1,200.00 |
| 49 | REMOVAL OF LIGHTING CONTROLLER FOUNDATION | 1 | $ 750.00 | $ 750.00 | $ 900.00 | $ 900.00 |
| 50 | DISCONNECT CABLE AND ABANDON IN PLACE | 1 | $ 3,400.00 | $ 3,400.00 | $ 4,100.00 | $ 4,100.00 |
| 51 | AS-BUILT DRAWINGS | 1 | $ 1,000.00 | $ 1,000.00 | $ 5,000.00 | $ 5,000.00 |
| 52 | TEMPORARY STONE | 1 | $ 2,000.00 | $ 2,000.00 | $ 7,500.00 | $ 7,500.00 |
| 53 | TRAFFIC CONTROL AND PROTECTION | 1 | $ 27,000.00 | $ 27,000.00 | $ 75,000.00 | $ 75,000.00 |
| 54 | CONSTRUCTION LAYOUT | 1 | $ 10,000.00 | $ 10,000.00 | $ 8,550.00 | $ 8,550.00 |
| 55 | TEMPORARY INFORMATION SIGNING | 50 | $ 10.00 | $ 500.00 | $ 30.00 | $ 1,500.00 |
| 56 | MAINTAIN EXISTING LIGHTING SYSTEM | 1 | $ 7,500.00 | $ 7,500.00 | $ 2,150.00 | $ 2,150.00 |
| | **TOTALS** | | | **$ 1,177,955.61** | | **$ 1,457,360.00** |

# VILLAGE OF BENSENVILLE

## ARTHUR COURT IMPROVEMENTS

Bid Opening Date: .....March 11, 2025
Bid Opening Time: .....11:00am
Bid Opening Location: .....Bensenville Village Hall
Bid Deposit: .....10% of the Amount of Bid
Performance Bond: .....100% of the Amount of Bid

Obtain information from:

Gordon J. Foley, PE
Baxter & Woodman
8678 Ridgefield Rd, Crystal Lake, Il 60012
Crystal Lake, IL 60012
(815) 444-4489
gfoley@baxterwoodman.com

Submit Bids to:

Nancy Quinn, Village Clerk
Village of Bensenville 12 S. Center Street
Bensenville, Illinois 60106
(630) 766-8200

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Bensenville and any successful BIDDER. Do not detach any portion of this document. Invalidation could result.

INDEX OF SPECIAL PROVISIONS

**PAGE NO.**


TAB 1 – BID FORMS ..... 1
NOTICE TO BIDDERS ..... 2
PROPOSAL ..... 3
SCHEDULE OF PRICES ..... 5
PROPOSAL BID BOND ..... 8
HOLD HARMLESS AGREEMENT ..... 10
BID CERTIFICATION FORM ..... 16
CONTRACT ..... 19
CONTRACT BOND ..... 21
TAB 2 – GENERAL TERMS, CONDITIONS & INSTRUCTIONS FOR VILLAGE OF BENSENVILLE ARTHUR COURT IMPROVEMENTS ..... 24
GENERAL TERMS, CONDITIONS & INSTRUCTIONS FOR VILLAGE OF BENSENVILLE ARTHUR COURT IMPROVEMENTS ..... 25
PREPARATION OF PROPOSAL ..... 26
SUBMISSION OF PROPOSAL ..... 26
CONDITIONS ..... 26
INSPECTIONS ..... 27
COMPLIANCE WITH LAWS ..... 27
TAXES ..... 27
PERMITS AND LICENSES ..... 27
GUARANTEES AND WARRANTIES ..... 28
WITHDRAWAL OF PROPOSAL ..... 28
TERMINATION OF CONTRACT ..... 28
COMPETENCY OF BIDDER ..... 28
CONSIDERATION OF PROPOSALS ..... 29
DISQUALIFICATION OF BIDS ..... 30
CANCELLATION ..... 30
DEFAULT ..... 30
INTERPRETATION OF CONTRACT DOCUMENTS ..... 31
BASIS FOR DETERMINING PRICES ..... 32

INDEX OF SPECIAL PROVISIONS

**PAGE NO.**


METHOD AND TIME OF PAYMENT ..... 32
EXECUTION OF CONTRACT ..... 33
NON-DISCRIMINATION ..... 33
VENUE ..... 33
PREVAILING WAGES ..... 34
LOCAL GOVERNMENT PROMPT PAYMENT ACT ..... 34
NO DAMAGES FOR DELAY ..... 35
NO WAIVER BY PAYMENT ..... 35
WAIVER OF LIEN ..... 35
CHANGE ORDERS ..... 35
DISPUTE RESOLUTION ..... 35
MATERIAL ORDERS ..... 35
TAB 3 – PROJECT SPECIAL PROVISIONS FOR VILLAGE OF ARTHUR COURT DISTRICT IMPROVEMENTS ..... 36
LOCATION OF PROJECT ..... 37
DESCRIPTION OF WORK ..... 37
AWARD OR REJECTION ..... 37
PREQUALIFICATION OF BIDDERS ..... 37
SCHEDULING OF WORK ..... 38
PROJECT COMPLETION ..... 38
INSURANCE ..... 38
LIMITATIONS ON ENGINEER'S AUTHORITY AND RESPONSIBILITIES ..... 39
PRE-CONSTRUCTION CONFERENCE ..... 40
VANDALISM ..... 40
MAINTENANCE OF ROADWAYS (D-1) ..... 41
TRAFFIC CONTROL AND PROTECTION ..... 41
TRAFFIC CONTROL DEFICIENCY DEDUCTION ..... 42
MAINTENANCE GUARANTEE ..... 43
WATER SUPPLY ..... 43
STATUS OF UTILITIES (D-1) ..... 43

INDEX OF SPECIAL PROVISIONS

**PAGE NO.**


UTILITIES TO BE ADJUSTED ..... 44
UTILITIES TO BE WATCHED AND PROTECTED ..... 44
MATERIAL TESTING ..... 45
ADVANCED NOTICE TO ADJACENT BUSINESSES ..... 46
WORK AROUND TREES ..... 46
PROTECTION OF TREES AND SHRUBS ..... 47
GEOTECHNICAL INVESTIGATION REPORT ..... 48
PUBLIC CONVENIENCE AND SAFETY ..... 48
MAINTENANCE OF EXISTING SIGNAGE ..... 49
SAW CUTTING ..... 50
AS-BUILT DRAWINGS ..... 50
PARKWAY RESTORATION – SALT TOLERANT ..... 50
REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES ..... 52
TRENCH BACKFILL ..... 52
AGGREGATE SUBGRADE IMPROVEMENT ..... 53
PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT ..... 56
PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH ..... 56
COMBINATION CONCRETE CURB AND GUTTER ..... 57
COMBINATION CURB AND GUTTER REMOVAL ..... 58
STORM SEWERS, DUCTILE IRON, TYPE 1 12" ..... 58
FRAMES AND LIDS, TYPE 1, CLOSED LID (BENSENVILLE) ..... 59
CONNECTIONS TO EXISTING STORM SEWERS AND DRAINAGE STRUCTURES ..... 59
DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED ..... 59
MOBILIZATION ..... 61
ELECTRIC SERVICE INSTALLATION ..... 61
ELECTRIC UTILITY SERVICE CONNECTION (COMED) ..... 62
UNIT DUCT ..... 63
DISCONNECT CABLE AND ABANDON IN PLACE ..... 64
CONSTRUCTION LAYOUT ..... 65
TEMPORARY STONE ..... 67

INDEX OF SPECIAL PROVISIONS

**PAGE NO.**

TEMPORARY INFORMATION SIGNING.....68
MAINTAIN EXISTING LIGHTING SYSTEM.....69

TAB 4 – IDOT STANDARD DETAILS

TAB 5 – GEOTECHNICAL REPORT

TAB 6 – IEPA LPC 663

## TAB 1 – BID FORMS

**NOTICE TO BIDDERS**

The Village will receive sealed proposals for the following improvements at the Bensenville Village Hall, 12 S. Center Street, Bensenville, IL 60106 until 11:00 A.M. on **March 11, 2025.**

VILLAGE OF BENSENVILLE, IL
ARTHUR COURT IMPROVEMENTS

Proposals will be publicly read aloud at 11:00 A.M. on **March 11, 2025**. No bid shall be withdrawn after the opening of the proposals without the consent of the Village for a period of ninety days after the scheduled time of closing bids.

This project generally consists of the reconstruction of Arthur Court from Church Road to the east end with new Portland cement concrete pavement, sidewalk and driveway removal and replacement, minor storm sewer improvements, landscape restoration, and all related appurtenances and accessories necessary to complete the work.

All proposals shall be sealed in an envelope, addressed to the Village of Bensenville, attention Village Clerk. Name, address and phone number of the bidder and the name of the project shall also appear on the outside of the envelope. Proposals must be submitted on the forms provided by the Engineer.

The Bidding Documents can be obtained by contacting Gordon Foley at Baxter & Woodman (815-444-4489) (gfoley@baxterwoodman.com) for access information to the BHFX Online Planroom (bhfxplanroom.com) where documents can be obtained upon a non-refundable payment of $35.

**Contractors must purchase bid documents and be shown on the Bidder's Planholder List in order to bid. Bids received from contractors who are not in the Bidder's Planholder List may be rejected.**

A certified check/bank draft drawn on a solvent bank, payable without condition to the Village of Bensenville, or a bid bond in an amount not less than ten percent (10%) of the bid shall be submitted with each proposal as a guarantee that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.

A Contract Bond, each in a sum equal to one hundred percent (100%) of the amount of the bid with sureties to be approved by the Village, must be furnished by the successful bidder. All bids or proposals shall contain an offer to furnish bonds upon acceptance of such bid or proposal.

Contractors shall be required to pay not less than the prevailing wage rates on the Project as established by the United States Department of Labor and the State of Illinois Department of Labor for DuPage County. Copies of these wage rates are incorporated in the Contract

Documents.

**Contractors and subcontractors shall be IDOT pre-qualified in the respective discipline(s) they will be responsible for constructing.** The right is reserved to reject any or all proposals, to waive technicalities, to postpone the bid opening, or to advertise for new proposals, if in the judgment of the Village their best interests will be promoted thereby.

Nancy Quinn, Village Clerk, Village of Bensenville

**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 **ARTHUR COURT IMPROVEMENTS** project to be constructed by the said Municipality, all in accordance with the plans and specifications as prepared by others and compiled by Baxter & Woodman, Consulting Engineers, including Addenda 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.

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 noticeable 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 fifteen (15) calendar days after execution and acceptance of the contract. **The undersigned agrees to substantially**

**complete all work except landscape restoration by July 3, 2025, and fully complete by September 26, 2025.**

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 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.
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 ninety (90) 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.

BID FORM
THE UNDERSIGNED SUBMITS HEREWITH THIS SCHEDULE OF PROVIDES FOR THE WORK TO BE PERFORMED UNDER THIS CONTRACT

**SCHEDULE OF PRICES**

ARTHUR COURT IMPROVEMENTS

| Item No. | Items | Unit | Total Quantity | Unit Price | Total |
|---|---|---|---|---|---|
| 1 | TREE ROOT PRUNING | EACH | 8 | 220.00 | 1,760.00 |
| 2 | TREE PRUNING (1 TO 10 INCH DIAMETER) | EACH | 5 | 100.00 | 800.00 |
| 3 | PARKWAY RESTORATION - SODDING, SALT TOLERANT | SQ YD | 1,679 | 12.00 | 20,148.00 |
| 4 | EARTH EXCAVATION | CU YD | 1,397 | 43.00 | 60,071.00 |
| 5 | REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL | CU YD | 209 | 43.00 | 8,987.00 |
| 6 | GEOTECHNICAL FABRIC FOR GROUND STABILIZATION | SQ YD | 180 | 2.00 | 360.00 |
| 7 | PERIMETER EROSION BARRIER | FOOT | 200 | 2.00 | 400.00 |
| 8 | INLET FILTERS | EACH | 9 | 110.00 | 990.00 |
| 9 | AGGREGATE SUBGRADE IMPROVEMENT | CU YD | 60 | 52.00 | 3,120.00 |
| 10 | AGGREGATE BASE COURSE, TYPE B 4" | SQ YD | 1,073 | 4.40 | 4,721.20 |
| 11 | AGGREGATE BASE COURSE, TYPE B 12" | SQ YD | 3,582 | 16.50 | 59,103.00 |
| 12 | PORTLAND CEMENT CONCRETE PAVEMENT 10" (JOINTED) | SQ YD | 3,582 | 101.606 | 364,146.12 |
| 13 | PROTECTIVE COAT | SQ YD | 4,561 | 4.00 | 18,244.00 |
| 14 | PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 10 INCH | SQ YD | 366 | 124.00 | 45,384.00 |
| 15 | PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH | SQ FT | 1,975 | 12.00 | 23,700.00 |
| 16 | DETECTABLE WARNINGS | SQ FT | 20 | 60.00 | 1,200.00 |
| 17 | PAVEMENT REMOVAL | SQ YD | 3,590 | 10.48 | 37,623.20 |
| 18 | DRIVEWAY PAVEMENT REMOVAL | SQ YD | 366 | 16.00 | 5,856.00 |
| 19 | COMBINATION CURB AND GUTTER REMOVAL | FOOT | 1,700 | 6.00 | 10,200.00 |
| 20 | SIDEWALK REMOVAL | SQ FT | 1,975 | 2.00 | 3,950.00 |
| 21 | CLASS D PATCHES, TYPE IV, 9 INCH | SQ YD | 43 | 62.99 | 2,708.57 |
| 22 | STORM SEWERS, DUCTILE IRON, TYPE 1 12" | FOOT | 40 | 240.00 | 9,600.00 |
| 23 | STORM SEWER REMOVAL 12" | FOOT | 40 | 40.00 | 1,600.00 |
| 24 | CATCH BASINS, TYPE C, TYPE 23 FRAME AND GRATE | EACH | 1 | 2,950.00 | 2,950.00 |
| 25 | MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID | EACH | 2 | 5,190.00 | 10,380.00 |
| 26 | INLETS, TYPE A, TYPE 23 FRAME AND GRATE | EACH | 1 | 2,950.00 | 2,950.00 |
| 27 | FRAMES AND LIDS, TYPE 1, CLOSED LID (BENSENVILLE SANITARY) | EACH | 1 | 800.00 | 800.00 |
| 28 | FRAMES AND GRATES, TYPE 23 | EACH | 6 | 725.00 | 4,350.00 |

BID FORM
THE UNDERSIGNED SUBMITS HEREWITH THIS SCHEDULE OF PROVIDES FOR THE WORK TO BE PERFORMED UNDER THIS CONTRACT

**SCHEDULE OF PRICES**

ARTHUR COURT IMPROVEMENTS

| Item No. | Items | Unit | Total Quantity | Unit Price | Total |
|---|---|---|---|---|---|
| 29 | REMOVING INLETS | EACH | 1 | 400.00 | 400.00 |
| 30 | COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 | FOOT | 1,700 | 40.00 | 68,000.00 |
| 31 | DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED | EACH | 14 | 300.00 | 4,200.00 |
| 32 | MOBILIZATION | LSUM | 1 | 41,168.00 | 41,168.00 |
| 33 | REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN | L SUM | 1 | 3,600 | 3,600.00 |
| 34 | REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT | L SUM | 1 | 3,600 | 3,600.00 |
| 35 | REGULATED SUBSTANCES MONITORING | CAL DA | 15 | 1,250 | 18,780.00 |
| 36 | SIGN PANEL - TYPE 1 | SQ FT | 3 | 60.00 | 180.00 |
| 37 | TELESCOPING STEEL SIGN SUPPORT | FOOT | 24 | 20.00 | 480.00 |
| 38 | REMOVE SIGN PANEL ASSEMBLY - TYPE A | EACH | 2 | 200.00 | 400.00 |
| 39 | THERMOPLASTIC PAVEMENT MARKING - LINE 6" | FOOT | 155 | 3.30 | 511.50 |
| 40 | THERMOPLASTIC PAVEMENT MARKING - LINE 12" | FOOT | 210 | 6.60 | 1,386.00 |
| 41 | THERMOPLASTIC PAVEMENT MARKING - LINE 24" | FOOT | 27 | 12.00 | 324.00 |
| 42 | PAVEMENT MARKING REMOVAL - WATER BLASTING | SQ FT | 342 | 14.62 | 5,000.04 |
| 43 | ELECTRIC SERVICE INSTALLATION | EACH | 1 | 6,600 | 6,600.00 |
| 44 | ELECTRIC UTILITY SERVICE CONNECTION | EACH | 1 | 5,200 | 5,200.00 |
| 45 | UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1" DIA. | FOOT | 810 | 21.00 | 17,010.00 |
| 46 | ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 10 | FOOT | 2,480 | 2.00 | 4,960.00 |
| 47 | LIGHTING CONTROLLER, BASE MOUNTED, 240VOLT, 100AMP | EACH | 1 | 11,500 | 11,500.00 |
| 48 | REMOVAL OF LIGHTING CONTROLLER | EACH | 1 | 1,100 | 1,100.00 |
| 49 | REMOVAL OF LIGHTING CONTROLLER FOUNDATION | EACH | 1 | 900.00 | 900.00 |
| 50 | DISCONNECT CABLE AND ABANDON IN PLACE | L SUM | 1 | 3,800 | 3,800.00 |
| 51 | AS-BUILT DRAWINGS | L SUM | 1 | 6,000 | 6,000.00 |
| 52 | TEMPORARY STONE | L SUM | 1 | 4,000 | 4,000.00 |
| 53 | TRAFFIC CONTROL AND PROTECTION | L SUM | 1 | 20,684.24 | 20,684.24 |
| 54 | CONSTRUCTION LAYOUT | L SUM | 1 | 6,000 | 6,000.00 |
| 55 | TEMPORARY INFORMATION SIGNING | SQ FT | 50 | 30.00 | 1,800.00 |
| 56 | MAINTAIN EXISTING LIGHTING SYSTEM | L SUM | 1 | 2,200 | 2,200.00 |

**BIDDER'S PROPOSAL FOR THE ENTIRE IMPROVEMENT (TOTAL BID)**

$ 945,228.87

**ALL OF THE ABOVE ITEMS, COMPLETE, INPLACE, AS SPECIFIED, FOR THE TOTAL AMOUNT OF:**

nine hundred forty five thousand
two hundred twenty five dollars and eighty
(IN WRITING) seven cents

**THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDA NOS.____, _____AND _____**

**SIGNED BY:** _____

**The undersigned is aware that Federal Labor Standards, Prevailing Wage Rates, and Section 3 Regulations apply to all work performed on this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and/or any lower tier subcontracts required by this contract.**

(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 Everlast Blacktop Inc.

(Seal)

Signed By _____
(President)

Business Address 7W540 IL Rt 25 Elgin, IL 60126

(Corporate Seal)

(Insert Names of Officers)

President Jason Vega
Secretary _____
Treasurer _____

Attest: Jason Vega (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).

**PROPOSAL BID BOND**

WE Everlast Blacktop Inc as PRINCIPAL, and Old Republic Surety Company as SURETY, are held firmly bound unto the Village of Bensenville (hereinafter referred to as "LA") in the penal sum of 10% of the Village of the total bid price. We bind ourselves, our heirs, executers, administrators, successors, and assigns, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE, if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above-designated section, and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.
IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 10th day of March A.D. 2025.

(Principal)

Everlast Blacktop Inc

(Company Name) (Company Name)

By: President By:

(Signature & Title) (Signature & Title)

(If PRINCIPAL is a jointly venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed).

Surety

Old Republic Surety Company
(Name of Surety)

By: Troy Staples
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,
COUNTY OF Kane

I, Angelica Cardona, a Notary Public in and for said county, do hereby certify that Jason Vega

(Insert names of individuals signing on behalf of PRINCIPAL ~~& SURETY~~)

who are each personally known to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL ~~and SURETY~~, appeared before me this day in person and acknowledged respectively, that they signed, and delivered said instrument as their fee and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal 11 day of March A.D. 2025.

My commission expires 01 | 18 | 2027

Official Seal
Angelica M Cardona
Notary Public State of Illinois
My Commission Expires 1/18/2027

(Notary Public)

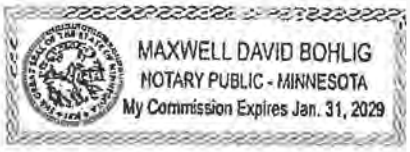
NOTICE

1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.

# ACKNOWLEDGMENT OF SURETY

State of Minnesota )
)
County of Dakota )

On this 10th day of March, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Old Republic Surety Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Old Republic Surety Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.




Notary Public

# OLD REPUBLIC SURETY COMPANY

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: JENNIFER M. BOYLES, NICHOLAS HOCHBAN, THOMAS M. LAHL, TROY STAPLES, ZACHARY PATE, THOMAS GEORGE KEMP
of WEST ST PAUL, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)***, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9th day of February, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 9th day of February, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Brookfield, WI this 10th day of March 2025.

Karen J. Haffner
Assistant Secretary

40-0375

ORSC 22262 (3-09)

PATE BONDING, INC.

**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 | Contractor |
|---|---|
| Signature | Signature |
| Village President | President |
| Title | Title |
| 3/25/25 | 3/10/2025 |
| Date | Date |

**Exhibit "A"**

**CONTRACTOR'S CERTIFICATIONS**
Sexual Harassment Policy

Everlast Blacktop Inc. (Name of Contractor), having submitted a bid/proposal **for Arthur Court Improvements** project to the Village of Bensenville, hereby certifies that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Contractor and any of its subcontractors shall not engage in any prohibited form of discrimination in employment as defined by the Act. The Contractor further certifies that it and any of its subcontractors shall maintain a policy of equal employment opportunity consistent with the requirements of the Act. The Contractor further certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4). A copy of these policies shall be provided to the Village or Engineer on request.

By: _____
Authorized Agent of Contractor

SUBSCRIBED AND SWORN TO
before me this 10 day of March, 2025

_____
NOTARY PUBLIC

Official Seal
Angelica M Cardona
Notary Public State of Illinois
My Commission Expires 1/18/2027

**Exhibit "B"**

**CONTRACTOR'S CERTIFICATION:**

Illinois Department of Revenue - Tax Compliance

Everlast Blacktop Inc. (Name of Contractor), having submitted a bid/proposal for **Arthur Court Improvements** project to the Village of Bensenville, hereby certifies that said contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it:

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

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

By: _____
Authorized Agent of Contractor

SUBSCRIBED AND SWORN TO
before me this 10 day of March, 2025.

_____
NOTARY PUBLIC

Official Seal
Angelica M Cardona
Notary Public State of Illinois
My Commission Expires 1/18/2027

**Exhibit "C"**

**CERTIFICATION OF CONTRACTOR c174E**

FHA Rules, 49 CFR 382

Everlast Blacktop Inc. (Name of Contractor), hereby certifies that it is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR 382 et. seq., and that mario perez (Name of employee/driver or "all employee drivers") is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

Everlast Blacktop Inc.
[Company Name]

By: Jason Vega

Its: President

SUBSCRIBED AND SWORN TO

before me this 10th day of March, 2025.

NOTARY PUBLIC

Official Seal
Angelica M Cardona
Notary Public State of Illinois
My Commission Expires 1/18/2027

**Exhibit "D"**

**PAYROLL CERTIFICATION UNDER 820 ILCS 130/5**

I, Jason Vega (name), certify under oath that I am employed as the President (title) of Everlast Blacktop Inc. (company), a contractor or subcontractor that has performed work on the **Arthur Court Improvements** project for the Village of Bensenville for the relevant periods set forth in the attached records kept and maintained in conformance with the requirements of Section 5 of the Prevailing Wage Act (820 ILCS 130/5). I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the attached payroll records are: (1) true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act (820 ILCS 130/0.01 et seq.); and (3) that I am aware that filing a certified payroll that I know to be false is a Class B misdemeanor.

Everlast Blacktop Inc.
Firm Name

By: Jason Vega | President
Name/Title

Signature

SUBSCRIBED AND SWORN to before me this 10 day March, 2025.

NOTARY PUBLIC

Official Seal
Angelica M Cardona
Notary Public State of Illinois
My Commission Expires 1/18/2027

**Exhibit "E"**

**CONTRACTOR'S CERTIFICATION:**

Substance Abuse Prevention

Everlast Blacktop Inc (Name of Contractor), having submitted a bid/proposal for **Arthur Court Improvements** project to the Village of Bensenville, hereby certifies that this contract shall be performed in compliance with all requirements of the Substance Abuse Prevention on Public Works Projects act, (Public Act 95- 0635). A copy of these policies shall be provided to the Village or Engineer upon request.

By: _____
Authorized Agent of Contractor

SUBSCRIBED AND SWORN TO
before me this 10 day of March, 2025.

_____
NOTARY PUBLIC

Official Seal
Angelica M Cardona
Notary Public State of Illinois
My Commission Expires 1/18/2027

**BID CERTIFICATION FORM**

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH SECTION 33E-11 OF ILLINOIS CRIMINAL CODE OF 1961.

I/we hereby certify that Jason Vega (Name of Bidder) is not barred from 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: _____ Date: 3/10/21

Title: President

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:

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 a 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.

BIDDER'S MATERIAL PROCUREMENT CERTIFICATION FORM

Everlast Blacktop Inc. (Name of Bidder), having submitted a bid on a contract for the **Arthur Court Improvements** to the VILLAGE, hereby certifies that said BIDDER has contacted all necessary subcontractors, material suppliers, vendors, etc. and has confirmed that materials are available upon request to complete said project by the substantial completion date listed in the bid documents: **July 3rd, 2025.**. Below, the BIDDER shall disclose to the VILLAGE all material procurement delays known at the time of bid:

| Subcontractor/Material Supplier/Vendor | Material | Projected Lead Time |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

By: _____

Authorized Agent of BIDDER

Subscribed and sworn to before me this 10th day of March 2025.

NOTARY PUBLIC

Official Seal
Angelica M Cardona
Notary Public State of Illinois
My Commission Expires 1/18/2027

The VILLAGE reserves the right to reject any or all bids, and to waive technicalities in bidding. The VILLAGE reserves the right to reject the bid of any BIDDER who fails to complete this form. The VILLAGE reserves the right to terminate the contract at any time if the awarded BIDDER cannot complete the project by the completion date listed in the bid document.

Illinois Department of Transportation

# Certificate of Eligibility

Contractor No 1651

Everlast Blacktop, Inc.
7N540 IL Route 25 ELGIN, IL 60120

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 $750,000.00

| | | | |
|---|---|---|---|
| 001 | EARTHWORK | $750,000 | |
| 005 | HMA PAVING | $750,000 | B |
| 012 | DRAINAGE | $750,000 | |
| 017 | CONCRETE CONSTRUCTION | $750,000 | |
| 032 | COLD MILL,PLAN. & ROTOMILL | $750,000 | |

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/9/2024 TO 4/30/2025 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 5/9/2024.

B Restricted to 1200 tons in any 1 contract (Class I and/or BAM) or as specified by local agency

Engineer of Construction

IL 494-0645

CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

MAY - 9 2023

Jason Vega
Everlast Blacktop, Inc.
7N540 IL-25
Elgin, IL 60120

Re: Change in NAICS code(s)

Dear Mr. Vega:

We are pleased to inform you that we have updated your certification to reflect your firm's change in NAICS code(s). **Everlast Blacktop, Inc.** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This certification will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days before your annual anniversary date of August 31st**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must **file an annual No-Change Affidavit by your anniversary date of August 31st**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than $5,000 and not more than $10,000 or both.

Your firm's name will be listed in the City's Directory of Minority-Owned Business Enterprises in the specialty area(s) of:

**Current NAICS Code(s):**

**237110 - Water and Sewer Line and Related Structures Construction**
**238910 - Dirt Moving for Construction, Excavating, Earth moving, or Clearing Contractors, Excavation Contractors**
**238990 - All Other Specialty Trade Contractors (paving, residential and commercial driveway and parking lot)**
**484220 - Specialized Freight Trucking, Local (Top-soil Hauling, Local)**
**532490 - Other Commercial and Industrial Machinery and Equipment Rental and Leasing**
**562111 - Solid Waste Collection**
**562119 - Other Waste Collection (Dump Trucking of Rubble or Brush with Collection or Disposal)**

Your firm's participation on City contracts will be credited only toward **MBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,

Tammi Morgan
Contracting Equity Officer

TM/ge




7N540 IL Rt. 25 Elgin IL 60120
Office 630.855.5572 / Fax 630.855.6231

Brush Hill Road Improvements-- Elmhurst, IL
Project Address: Brush Hill Rd. Elmhurst, IL
Project Value: $938,768.40
Project Contact: Chester Kochan chester.kochan@clerkdietz.com 630-918-8433
City Engineer- Kent Johnson - 630-330-1363
Description: Asphalt, Drainage

03A-IDOT Chicago Executive Airport
Project Address: 1020 Plant Rd Wheeling, IL 60090
Project Value: $92,268.85
Project Contact: Tony Marin tmarin@cmtengr.com
630.907.7041
Description: Asphalt

Rehabilitation at Lawndale Ave
Project Address: Pvmt Rehab at Lawndale Ave Mgmt Area LaGrange & Archer
Project Value: $868,204.29
Project Contact: Will Jennings willj@k-five.net 630-768-7821
Description: Asphalt Milling

Bensenville Irving Park Road Streetscape Phase III
Project Address: Irving Park Rd Bensenville, IL
Project Value: $467,973.00
Project Contact: Bradley Hargett 630-350-3411 bhargett@bensenvilleil.us
Description: Sidewalk replacement, Earth Excavation, Retaining wall

Hickory Hills Police Station Permeable Paver Parking Lot
Project Address: 8800 W 87th St, Hickory Hills, IL 60457
Project Value: $1,005,938.25
Project Contact: Mike Spolar mspolar@reltd.com
Description: Concrete, Earth Excavation, Asphalt

Fox Valley Park District/ Blackberry Crossing
Project Address: Venetian Way, Montgomery, IL
Project Value: $507,526.19
Project Contact: Alberto Sanchez asanchez@fehrgraham.com
Description: Playground, Pickle Ball Courts, Asphalt, Concrete.

Village of Gurnee/ Dilleys Road Pedestrian Path
Project Address: N Dilleys Rd
Project Value: $521,599.00
Project Contact: Dave Marquardt dmarquardt@oha-engineers.com
Description: Asphalt Pedestrian Path, Concrete, Earth Excavation

City of Highland Park, IL
Project Address: Ravine Terrace
Project Value: $439,492.90
Project Contract: Rod Kovilic rkovilic@cityhall.com 847-926-1138
Description: Asphalt, Drainage, Concrete

City of Highland Park
Project Address: 2nd Street and Elm
Project Value: $687,755.72
Project Contact: Michael Kowalski mkowalski@ciorba.com P 773.355.2954
C 312.515.3292
Description- Asphalt, Concrete, Excavation, Drainage

City of Highland Park
Project Address: 2nd Street Streetscape
Project Value: $2,751,302.02
Project Contact: Michael Kowalski mkowalski@ciorba.com P 773.355.2954
C 312.515.3292
Description- Asphalt, Concrete, Excavation, Drainage

City of Highland Park, IL
Project Address: Highland Park Fire Station #33
Project Value: $ 511,564.00
Project Contract: Rod Kovilic rkovilic@cityhall.com 847-926-1138
Description: Asphalt, Drainage, Concrete

# INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER

(708) 482-6800 - FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992


February 3, 2023

Everlast Blacktop
29 W 700 US Rout 20
Elgin, Il 60120

Re: Proof of Compliance with 30 ILCS 500/30-22(6)
Our File No. MI-00321

Dear Sir or Madam:

At the request of Everlast Blacktop, I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos.IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Everlast Blacktop, is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO
District 1 dispatch office

Maribel Hernandez

Enclosures: Certificates

The United States Department of Labor

# Office of Apprenticeship

# Certificate of Registration of Apprenticeship Program

*Operating Engineers Local 150 Apprenticeship Fund*
*Wilmington, Illinois*
*For the Trade – Operating Engineer*

*Registered as part of the National Apprenticeship System*
*in accordance with the basic standards of apprenticeship*
*established by the Secretary of Labor*

Date: December 31, 1978
Revised June 23, 2011

Registration No. ILO08780173




Hilda L. Solis
Secretary of Labor

Administrator, Office of Apprenticeship

# The United States Department of Labor

## Office of Apprenticeship

## Certificate of Registration of Apprenticeship Program

*Operating Engineers Local 150 Apprenticeship Fund*
*Wilmington, Illinois*
*For the Trade – Operating Engineer (Heavy Equipment Technician)*

*Registered as part of the National Apprenticeship System*
*in accordance with the basic standards of apprenticeship*
*established by the Secretary of Labor*

May 5, 2002
Date Revised June 21, 2011

Registration No. ILO12020003

Secretary of Labor

Administrator, Office of Apprenticeship

**CONTRACT**

1. THIS AGREEMENT, made and concluded this 25 th day of March, 2025 between the Village of Bensenville acting by and through its Mayor and Village Board, known as the party of the first part, and Everlast Blacktop, Inc. his/her 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 material 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 **Arthur Court Improvements** project, prepared by Baxter & Woodman, approved by the Village of Bensenville, and all essential documents of this contract and are a part hereof.

4. And it is also understood and agreed that employer 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: _____
Mayor
Party of the First Part

ATTEST:
Nancy Quinn
Municipal Clerk

(If Corporation)

Corporate
Name Everlast Blacktop Inc.

(If Corporation)

Address 7N540 IL Route 25
Elgin, IL 60120

ATTEST:

By _____ (Seal)
(President)

(Corporate Secretary)

---

(If an Individual)

Business
Name _____

Address _____

_____

By _____ (Seal)
(Bidder)

---

(If a Co-partnership)

Firm
Name _____

Address _____

_____

By _____ (Seal)

---

Bond No. 7477716

# CONTRACT BOND

KNOW ALL MEN BY THESE PRESENT, that we Everlast Blacktop, Inc.

7N540 IL Route 25, Elgin, IL 60120

as Principal, and Old Republic Surety Company, PO Box 1635, Milwaukee, WI 53201-1635

a corporation organized and existing under the laws of the State of Illinois, as Surety, are held and firmly bound unto the Village of Bensenville*, State of Illinois, in the penal sum of Nine Hundred Forty Five Thousand Two Hundred Twenty Five and 87/100 dollars ($945,225.87), 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 **ARTHUR COURT IMPROVEMENTS** 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.

*717 E. Jefferson Street, Bensenville, IL 60106

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 25th day of March A.D. 2025.

Corporate

Name Everlast Blacktop, Inc.

By: _____

ATTEST: _____
Secretary

Surety: Old Republic Surety Company
(Seal)

By: _____
Attorney in Fact (Seal) Troy Staples

By: _____
Attorney in Fact (Seal)

Countersigned
By: _____
Agent for Surety

PO Box 1635, Milwaukee, WI 53201-1635
Address of Surety

State of IL )
) SS
County of Kane )

I, Angelica Corcuera a Notary Public in and for said county, in the State aforesaid, do hereby certify that Jason Vega, 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 21st day of March, A.D. 2025.

Seal

Angelica M [illegible]
Notary Public [illegible]
My Com [illegible]

Notary Public

7N540 IL Route 25 Address
Elgin, IL 60126

State of Minnesota )
) SS
County of Dakota )

I, Lisa M. Francour a Notary Public in and for said County, in the State aforesaid, do hereby certify that Troy Staples, who is personally known to me to be the person who signed the above and foregoing instrument as the Attorney in Fact for Old Republic Surety Company, thereto, as his Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under the authority given him by said Principal.

Given under my hand and Notarial Seal, this 25th day of March, A.D. ~~2024~~ 2025

LISA M. FRANCOUR
Notary Public
Minnesota
[illegible]

Notary Public

1276 S. Robert St.
West St. Paul, MN 55118 Address

Approved this _____ day of _____, A.D. 2025.

ATTEST:

Nancy Quinn
Municipal Clerk

Mayor and City Council

President

Municipal Seal

VILLAGE OF [illegible]
SEAL
ILLINOIS

# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: JENNIFER M. BOYLES, NICHOLAS HOCHBAN, THOMAS M. LAHL, TROY STAPLES, ZACHARY PATE, THOMAS GEORGE KEMP

of WEST ST PAUL, MN

its true and lawful Attorney(s)-In-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, *(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)*, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 9th day of February, 2023.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 9th day of February, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Brookfield, WI this 25th day of March, 2025.

Karen J. Haffner
Assistant Secretary

40-0375

ORSC 22282 (3-06)

PATE BONDING, INC.

EVERBLA-01 JFREIMUTH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/14/2025

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).

| PRODUCER | CONTACT NAME: Jennifer Freimuth | |
|---|---|---|
| Robertson Ryan - Illinois<br>3880 Salem Lake Dr Suite H<br>Long Grove, IL 60047 | PHONE (A/C, No, Ext): (800) 258-0277 | FAX (A/C, No): (877) 700-0139 |
| | E-MAIL ADDRESS: jfreimuth@robertsonryan.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Valley Forge Insurance Company | 20508 |
| INSURED | INSURER B : Continental Insurance Company | 35289 |
| Everlast Blacktop, Inc.<br>7N540 IL ROUTE 25<br>Elgin, IL 60120 | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | 7064118807 | 4/21/2024 | 4/21/2025 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | X OWNED AUTOS ONLY / SCHEDULED AUTOS | X | X | 7064118760 | 4/21/2024 | 4/21/2025 | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | 7064118788 | 4/21/2024 | 4/21/2025 | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N | N/A | X | WC 7 64416192 | 4/21/2024 | 4/21/2025 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Leased/Rented Equip. | | | 7064118807 | 4/21/2024 | 4/21/2025 | Limit: | 500,000 |

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

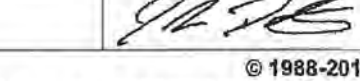
**CERTIFICATE HOLDER**

Village of Bensenville
717 E. Jefferson Street
Bensenville, IL 60106

**CANCELLATION**

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




© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Resolution | Brad Hargett | Public Works | October 28, 2025 |

## DESCRIPTION:

Resolution Authorizing the Execution of a Final Balancing Change Order #1 with Acqua Contractors Corporation for the for the 2024 CDBG Project – Argyle and Twin Oaks Roadway and Water Main Improvements for an increase of $217,548.11, for a revised final contract amount of $1,352,548.11.

## *SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*

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

## COMMITTEE ACTION:

Committee of the Whole (Unanimously approved 5-0)

## DATE:

October 21, 2025

## BACKGROUND:

The 2024 CDBG – Argyle and Twin Oaks Roadway Water Main Improvements was substantially completed in July 2025. The final completion occurred prior to October 17, 2025 final completion deadline. Pavement marking inspection will occur in April 2026 with no further corrections anticipated.
The Village requested and has been awarded the maximum $600,000 towards the total project construction costs through the CDBG program. The CDBG Program is a reimbursable program in which the Village fronts the initial costs and is reimbursed by DuPage County.

The original contract with Acqua Contractors Corporation was in the amount of $1,135,000 was approved on February 25, 2025, with resolution R-20-2025. The scope of work included installation of ductile iron watermain with appurtenances, new storm sewer, enhanced resurfacing of roadway pavement, curb and gutter replacement, spot sidewalk replacement, driveway replacement, ADA sidewalk upgrades, and landscape restoration.

## KEY ISSUES:

The project is now complete, and the final contract value is $1,352,548.11, which is an increase of $217,548.11 to the original approved contract value. The increase in costs is attributed to field conditions resulting in additional HMA surface removal, HMA binder course, curb and gutter removal and replacement, driveway removal and replacement, sidewalk removal and replacement, drainage structures and storm sewers, water main, tree removal, and landscape restoration.

## ALTERNATIVES:

Discretion of the Village Board

## RECOMMENDATION:

Staff recommends approval of a Resolution Authorizing the Execution of a Final Balancing Change Order #1 with Acqua Contractors Corporation for the 2024 CDBG – Argyle and Twin Oaks Roadway and Water Improvements for an increase of $217,548.11, for a revised final contract amount of $1,352,548.11.

## BUDGET IMPACT:

Additional funding for this final balancing change order will come from Capital Improvement Fund account #31080810-596000-24103.
Invoice is on this warrant subject to board approval.

## ACTION REQUIRED:

Resolution Authorizing the Execution of a Final Balancing Change Order #1 with Acqua Contractors Corporation for the 2024 CDBG – Argyle and Twin Oaks Roadway and Water Improvements for an increase of $217,548.11, for a revised final contract amount of $1,352,548.11.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Resolution | 10/8/2025 | Resolution Letter |
| Change Order No. 1 (Final) | 10/8/2025 | Backup Material |
| Original Resolution | 10/8/2025 | Backup Material |

**RESOLUTION NO.**

**RESOLUTION AUTHORIZING THE EXECUTION OF A FINAL BALANCING CHANGE ORDER #1 WITH ACQUA CONTRACTORS CORPORATION FOR THE 2024 CDBG – ARGLE AND TWIN OAKS ROADWAY AND WATER MAIN IMPROVEMENTS FOR AN INCREASE OF $217,548.11, FOR A REVISED FINAL CONTRACT AMOUNT OF $1,352,548.11**

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 $1,135,000 was approved by the Village Board on February 25, 2025 (R-20-2025); and

WHEREAS, the construction improvements have been completed on the 2024 CDBG – Argyle and Twin Oaks Roadway and Water Improvements; and

WHEREAS, the final cost of improvements is $1,352,548.11, which is an increase of $217,548.11 or 19.1% 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 Acqua Contractors Corporation for the 2024 CDBG – Argyle and Twin Oaks Roadway and Water Improvements for an increase of $217,548.11, for a revised final contract amount of $1,352,548.11. The nature of this change order included balancing contract quantities reflecting field conditions. Primary increase is attributed to field conditions resulting in additional HMA surface removal, HMA binder course, curb and gutter removal and replacement, driveway removal and replacement, sidewalk removal and replacement, drainage structures and storm sewers, water main, tree removal, and landscape restoration.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 28, 2025.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

# REQUEST FOR AUTHORIZATION OF CHANGES
# CHANGE ORDER NO. 1

Project Name: Argyle & Twin Oaks Roadway and Watermain Improvements

To: Village of Bensenville
717 E. Jefferson Street
Bensenville, IL 60106

Contractor: Acqua Contractors, Corp.

Date: 10/1/2025

The following change from the Plans in the construction of the above designated project is recommended:

| ITEM | DESCRIPTION | ADDITIONS | DEDUCTIONS |
|---|---|---|---|
| 01 - 80 | ORIGINAL LINE ITEMS | $ 269,671.85 | $ (52,123.74) |

| | | |
|---|---|---|
| Amount of this Order: | $ | 217,548.11 |
| Amount of Previous Orders: | $ | - |
| Original Contract Amount: | $ | 1,135,000.00 |
| Original Contract Amount and Orders: | $ | 1,352,548.11 |

The work covered by this Order shall be performed under the same terms and conditions as that included in the Original Contract.

| | | | |
|---|---|---|---|
| Requested by: | Matthew Champine, Resident Engineer | | 10/2/2025 |
| Reviewed by: | Bradley Hargett, Assistant Village Engineer | | 10/7/2025 |
| Recommended by: | Joe Caracci, Director of Public Works | Caracci | 10/8/25 |
| Approved by: | Frank DeSimone, Village President | | |
| Accepted by: | Acqua Contractors | | 10/2/25 |

Village Copy  Contractor Copy  Engineeer Copy  File Copy

**RESOLUTION NO.** R-20-2025

**AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT WITH ACQUA CONTRACTORS CORPORATION OF ELMHURST, IL FOR THE 2024 CDBG – ARGYLE AND TWIN OAKS ROADWAY AND WATER MAIN IMPROVEMENTS TO IN THE NOT-TO-EXCEED AMOUNT OF $1,135,000**

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

WHEREAS pavement and utility maintenance is one of the core services provided by the Village; and

WHEREAS Argyle Street and Twin Oaks Street (Marshall to East End) is in need of watermain replacement, storm sewer improvements, and roadway improvements due to the age of the existing infrastructure; and

WHEREAS Argyle Street and Twin Oaks Street falls into a census block that is eligible for DuPage County Community Development Block Grant (CDBG) funding; and

WHEREAS in October of 2021, the Village submitted an application for $600,000 of DuPage County CDBG funds for the 2024 Argyle and Twin Oaks Roadway & Watermain Improvements Project; and

WHEREAS DuPage County Staff has notified the Village that we have received the CDBG funding; and

WHEREAS the proposed scope of improvements includes installation of approximately 900 linear feet of eight-inch (8") ductile iron watermain with appurtenances, approximately 1,100 feet of new storm sewer, enhanced resurfacing of roadway pavement, curb and gutter replacement, spot sidewalk replacement, driveway replacement, ADA sidewalk upgrades, and landscape restoration; and

WHEREAS the project was advertised for bid on January 23, 2025, with a bid opening date of February 11, 2025; and

WHEREAS Acqua Contractors Corporation of Elmhurst, IL submitted the lowest most responsible bid at the February 11, 2025 bid opening in the amount of $1,135,000.00.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the execution of a Construction Contract for

the 2024 CDBG – Argyle and Twin Oaks Roadway and Water Main Improvements to Acqua Contractors Corporation of Elmhurst, IL in the not-to-exceed amount of $1,135,000.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 25, 2025.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

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

NAYS: None

ABSENT: None

# PROJECT MANUAL

**For**

# ARGYLE AND TWIN OAKS
# ROADWAY AND WATER MAIN IMPROVEMENTS

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

**Bid Issue: January 23, 2025**

**BIDS DUE: 11:00 A.M., TUESDAY, FEBRUARY 11, 2025**

**NOTICE: FEDERAL LABOR STANDARDS, PREVAILING WAGE RATES AND SECTION 3 REGULATIONS WILL APPLY TO THIS PROJECT**

**MINORITY OWNED BUSINESS ENTERPRISE (MBE), WOMEN OWNED BUSINESS ENTERPRISES (WBE), AND SECTION 3 CONTRACTORS ARE ENCOURAGED TO SUBMIT BIDS ON THIS PROJECT**

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

Proposal Submitted By:

Aequa Contractors Corp
Name

551 S. IL Route 83
Address

Elmhurst, IL 60126
City State Zip

630-359-4648
Phone Number

**PROJECT MANUAL**

**for**

# ARGYLE AND TWIN OAKS ROADWAY AND WATER MAIN IMPROVEMENTS

Village of Bensenville
DuPage County, Illinois

Bid Issue: January 23, 2025

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

***PROJECT MANUAL***
***for***
***ARGYLE AND TWIN OAKS ROADWAY AND WATER MAIN IMPROVEMENTS***

***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 – 06
- 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

CDBG DOCUMENTS
- CDC CONDITIONS
- CONFLICT OF INTEREST
- FEDERAL REQUIREMENTS
  - SUMMARY OF PROVISIONS
  - EXECUTIVE ORDER 11246
  - HUD FEDERAL LABOR STANDARDS PROVISIONS FORM 4010
  - OWNERSHIP FORM
  - OFCCP NOTIFICATION LETTER
  - LABOR RELATIONS AGREEMENT
  - APPRENTICESHIP POLICY RECOGNITION FORM
  - SECTION 3 FORMS
  - CERTIFIED PAYROLL AND STATEMENT OF COMPLIANCE
- BUY AMERICA BUILD AMERICA (BABA) PROVISIONS
- DAVIS BACON FEDERAL WAGE DETERMINATION

GENERAL CONDITIONS — GC-01 – 10

SPECIAL PROVISIONS* — 1 – 35

APPENDIX A – Argyle and Twin Oaks Roadway and Water Main Improvements
APPENDIX B – Geotechnical Report
APPENDIX C – Permits


*See Separate Table of Contents Included in this Section

# DUPAGE COUNTY COMMUNITY DEVELOPMENT COMMISSION (CDC) CONDITIONS FEDERAL GRANT BID MANUAL LANGUAGE AND STATEMENTS

*Please read these conditions carefully and sign the acknowledgement on next page. Note that conditions listed below supersede any other conditions listed elsewhere in the manual. All these conditions apply to any labor providing contractors and any lower level subcontractors.*

I. Labor Standards Notice *(also to be listed on the Front Cover)*

**FEDERAL LABOR STANDARDS AND DAVIS-BACON PREVAILING WAGE RATES WILL APPLY TO THIS PROJECT.**

** Please refer to the Federal Requirements included in the Bid Manual for additional information on federal labor standards and Davis-Bacon prevailing wage requirements.*

II. Bid Security Statement

**All bid proposals must be accompanied by a Bid bond, certified check, or bank cashier's check payable to the owner for five percent (5%) of the amount of the bid.**

III. Performance and Payment Bond Statement

**The successful bidder for the project will be required to enter into Performance and Payment bonds equal to 100% of the bid with approved sureties, which shall be conditioned upon the proper and faithful performance by the contractor of the work specified in accordance with the contract documents.**

IV. Brand Name Only Statement

**Neither owner nor contractor shall limit materials to only brand-name products. Non-brand name materials of equal specification do qualify and are acceptable.**

V. Cost Plus Statement

***Cost-plus a percentage of cost* and *percentage of construction cost* methods are prohibited from use on this project in any form or condition.**

VI. Change Order Statement

**Should change orders be necessary, CDC staff must receive copies and explanation of necessity for review. All change orders must be approved by CDC staff prior to work being completed. Should change orders be necessary and they exceed the bonded amount, bonds must be increased to match the new contract total.**

VII. Federal Wage Determination Statement

**This project is paid for in part with Federal grant funds through the Community Development Block Grant Program. Davis-Bacon Wage Decisions apply and are included in this packet. Davis-Bacon wages are**

**superseded only in instances, by and where Illinois Prevailing Wage exceeds Davis-Bacon in wage, fringe benefits, and/or trade stipulations (monetary and/or non-monetary requirements). Should this project not start within 90 days of award, the wage determinations shall be replaced with the most current decision.**

VIII. Non-Discrimination Statement

**Employers shall not discriminate, directly or indirectly, against employees or applicants for employment on the basis of race, color, religion, sex, national origin, age, familial status, or disability.**

IX. WBE/MBE/Section 3 Encouragement Statement *(also to be listed on the Front Cover)*

**Minority and Women Owned Business Enterprises (MBE/WBE) and Section 3 Businesses and workers are encouraged to submit bids on this Project.**

X. Debarment Statement – SAM Certificate

**The successful bidder for the project must clear a contractor debarment search on the System for Award Management (SAM) to be eligible to receive Federal grant funds. Chosen contractor will not be debarred and shall be registered with the System of Award Management (www.sam.gov).**

XI. Insurance Requirement

**Contractor must furnish a Certificate of Insurance and provide policy endorsements evidencing specific coverage amounts. Such coverage shall be placed with a responsible company licensed to do business in the State of Illinois. Contractor shall have the County named as an additional insured as its interest may appear.**

XII. Signature Statement

**The undersigned is aware that Federal Labor Standards and Davis-Bacon Prevailing Wage Rates apply to all work performed under this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and any lower tier subcontractors providing labor for said project.**

DuPage County Community Development Commission wishes an acknowledgement from the bidder that they have read and understand the conditions listed above. Please sign below, print your company name, date this document, and submit it with the complete bid package.

Signature: _____

Company Name: Acqua Contractors Corp

Date: 2/11/25

## CONFLICT OF INTEREST DISCLOSURE

Please initial each true and applicable statement:

| | |
|---|---|
| AR | 1. The undersigned understands that this project is being funded with Federal dollars under the Community Development Block Grant (CDBG) Program, HOME Investment Partnership Program (HOME) or Emergency Solutions Grant through DuPage County. |
| Please select one of the following designations: | |
| | 2. The undersigned has made application to be the owner, developer, or sponsor of a project funded with HOME. |
| AR | 3. The undersigned desires to participate as a contractor or subcontractor under a construction project funded with CDBG or HOME. |
| | 4. The undersigned has made application to be a subrecipient of DuPage County funding under CDBG, HOME, or ESG. |
| | 5. The undersigned is an employee of an outside agency that will be working with a subrecipient receiving CDBG or HOME funding for a project. |
| | 6. I am a participant in a DuPage County funded homebuyer or home rehabilitation program. |
| Please select one of the following statements: | |
| AR | 7. The undersigned hereby certifies that he/she or (if other than an individual) any owners, employees, agents, consultants, officers, or elected or appointed officials (including members of its board of directors) do(es) not have any business or family tie to any current or former employee, agent, consultant, officer, or elected or appointed official of DuPage County. Such a tie includes the following relationships and in-laws of such relationships (whether by blood, marriage or adoption): spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and no such tie has existed during the past twelve months. All these categories of persons and relations are considered to be "covered persons" under Federal conflict of interest regulations. |
| | 8. The undersigned does have a business or family tie to a current or former (within the last twelve months) employee, agent, consultant, officer, or elected or appointed official of DuPage County. Please note that DuPage County will need to review such business or family tie to determine if it constitutes a conflict of interest under applicable Federal regulations prior to entering into any agreement with you. Please list each such business or family tie: |
| If you selected #2 above (owner or developer of a project funded with HOME) | |
| | 9. The undersigned understands that no owner, developer, or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed |

| | |
|---|---|
| | official, or consultant of the owner, developer, or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor) may occupy a HOME-assisted affordable housing unit in a project during the required period of affordability. |
| Please select one of the following statements: | |
| | 10. The undersigned is an individual or sole proprietor and am signing this on behalf of myself. |
| | 11. The undersigned is a partnership and the signature below represents the statement of the partnership and all general and limited partners, individually, and collectively all covered persons associated with the partnership. |
| AR | 12. The undersigned is a corporation and the signature below is that of a duly authorized corporate officer and represents the statement of each and all covered persons associated with the corporation. |

| | |
|---|---|
| Printed Name: | Alex Rending |
| Title (if applicable): | President |
| Name of organization (if applicable) | Acqua Contractors Corp |
| Signature: | |
| Date: | 2/11/25 |

| | |
|---|---|
| Printed Name: | |
| Title (if applicable): | |
| Name of organization (if applicable) | |
| Signature: | |
| Date: | |

# FEDERAL REQUIREMENTS

THIS BOOKLET IS BEING PROVIDED AS PART OF THE BID MANUAL FOR THIS PROJECT BECAUSE FEDERAL LABOR STANDARDS AND PREVAILING WAGE RATES WILL APPLY TO THIS PROJECT.

THIS BOOKLET CONTAINS:


- Required Contract Provisions for HUD Funded Capital projects in DuPage County, Illinois ..... *Page 1*
  - Executive Order 11246 ..... *Page 13*
  - HUD Federal Labor Standards Provisions ..... *Page 21*
- HUD required general contractor and sub-contractor forms ..... *Page 31*

  Samples and instructions for required contractor forms to be filled out, signed, and turned in by all labor providers, including:
  - Ownership Form ..... *Page 32*
  - Letter to the Office of Federal Contract Compliance Labor ..... *Page 33*
  - Labor Relations Agreement ..... *Page 34*
  - Apprentice Policy Recognition Form ..... *Page 36*
  - Section 3 Forms ..... *Page 37*
  - Certified Payroll and Statement of Compliance ..... *Page 49*
- A copy of the latest Davis Bacon Federal Wage determination for wage rates in DuPage County ..... *Page 57*



Supplied through the DuPage
Community Development Commission
421 N. County Farm Road
Wheaton, IL 60187



**Updated: April, 2024**

# REQUIRED CONTRACT PROVISIONS FOR HUD FUNDED CAPITAL PROJECTS IN DUPAGE COUNTY, ILLINOIS

## TABLE OF CONTENTS


**I. Application** ..... 2

**II. Equal Opportunity Provisions** ..... 2

**III. Executive Order 11246** (Executive Order 11246 [Applicable to contractors/subcontractors exceeding $10,000]) ..... 3

**IV. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity** (Executive Order 11246 – Applicable to contractor/subcontracts exceeding $10,000) ..... 4

**V. Standard Federal Equal Employment Opportunity Construction Contract Specifications** (Executive Order 1246) ..... 5
- A. As Used in these specifications ..... 5
- B. "Minority" Includes ..... 5
- C. Subcontracts ..... 5
- D. Equal Employment Opportunity Documentation ..... 6
- E. Voluntary Associations ..... 8
- F. Civil Rights Act of 1964 ..... 9
- G. Section 109 of the Housing and Community Development Act of 1974 ..... 9
- H. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities ..... 9

**VI. Contract Work Hours and Safety Standards** ..... 10
- A. Overtime Requirements ..... 11
- B. Violation and Liability for Unpaid Wages and Liquidated Damages ..... 11
- C. Withholding for Unpaid Wages and Liquidated Damages ..... 11
- D. Subcontract ..... 11
- E. Contractor's Responsibility ..... 11

**VII. Safety** ..... 11

**VIII. False Statements Concerning Projects** ..... 11

**IX. Clean Air Act Implementation** ..... 12

**X. Labor Standards** ..... 12

**XI. Build America, Buy America Act Implementation** ..... 12

## I. APPLICATION

A. These *Required Contract Provisions* shall apply to all work performed on the contract by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

*B.* The Contractor shall insert in each of his subcontracts all of the stipulations contained in these *Required Contact Provisions* and also a clause requiring his Subcontractors to include these *Required Contact Provisions* in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontracts that may in turn be made. The *Required Contract Provisions* shall in no instance be incorporated by reference.

*C.* A breach of any of the stipulations contained in these *Required Contract Provisions* may be grounds for termination of the contract.

*D.* A breach of the following clauses may also be grounds for debarment as provided in 29 CFR, Part 5.6.

*E.* All Bidders must sign the CDC Conditions and submit them with their complete bid package. This form is found in the Bid Specifications Manual.

*F.* All bidders and their subcontractor shall be eligible for award of a federally assisted or insured contract. Should any subcontractor be found ineligible after award of a contract, its contract shall be terminated and the matter referred to the Department of Labor for its action.

## II. EQUAL OPPORTUNITY PROVISIONS

A. ***Equal Opportunity Clause***

Except as otherwise provided, DuPage County requires the inclusion of the following language as a condition of any grant, contract, loan insurance or guarantee involving federally assisted construction which is not exempt from the requirements of equal opportunity. The subgrantee hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR, Part 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following opportunity Clause:

B. ***Activities and Contracts Not Subject to Executive Order 11246, As Amended*** (*Applicable to federally assisted construction contracts and related subcontracts $10,000 and under*).

During the performance of this contract, the Contractor agrees as follows,

"The Contractor shall not discriminate against any employee or applicant for employment because of race, color religion, sex or national origin. The Contractor shall take affirmative action to ensure that the applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the DuPage County Community Development Specialist setting forth the provisions of this

nondiscrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin".

Contractors shall incorporate foregoing requirements in all subcontracts.

**III. EXECUTIVE ORDER 11246 - Equal Employment Opportunity** *Contracts/Subcontracts above $10,000 Section 202 Equal Opportunity Clause*

*The complete Executive Order 11246 is included in this Federal Requirements booklet.*

A. During the performance of this contract, the Contractor agrees as follows,

"The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employ-ment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause".

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor or pursuant thereto, and will permit access to his or her books, records and accounts by DuPage County, HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.

G. The Contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as DuPage County or HUD may direct as means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or threatened with litigation with a subcontractor or vendor as a result of such

direction by DuPage County or HUD, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

## IV. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY *(Executive Order 11246, applicable to contracts/subcontracts exceeding $10,000)*

A. The Offeror or Bidder's attention is called the "Equal Opportunity Clause" and the "Standard Equal Employment Opportunity Construction Contract Specifications" set Herein.

B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

1. Until further notice the goal for women participation is 6.9% (Nationwide).

2. Until further notice the goal for minority participation is 19.6% (Chicago PMSA).

C. These goals are applicable to all Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

D. The Contractor's compliance with the Executive Order and the regulations in 41 CFR, Part 60.4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR, Part 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of contract, the Executive Order and the regulations in 41 CFR, Part 60.4. Compliance with the goals will be measured against the total work hours performed.

E. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the contract is to be performed.

F. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Chicago PMSA.

## V. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS *(Executive Order 11246)*

A. ***As Used In These Specifications:***

1. *"Covered Area"* means the geographical area described in the solicitation from which this contract is resulted.

2. *"Director"* means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority.

3. *"Employer identification numbers"* means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

B. ***"Minority" Includes:***

1. *Black* - All persons having origins in any of the Black African racial groups not of Hispanic origin.

2. *Hispanic* – All persons of Mexican, Puerto Rican, Cuban, Central and South American or other Spanish Culture or origin, regardless of race.

3. *Asian and Pacific Islander* – All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands.

4. *American Indian or Alaskan Native* – All persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

C. ***Subcontracts***

1. Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

2. If the Contractor is participating (pursuant to the 41 CFR, Part 60 4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

3. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 (I) through (XVI) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

5. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

6. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its

effort to achieve maximum results from its actins. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following.

D. ***Equal Employment Opportunity Documentation***

1. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in tall facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of any carrying out of the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of organization's responses.

3. Maintain a current file of the names, addresses and telephones numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individuals were sent to the union hiring hall for referral and were not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason, therefore along with whatever additional actions the Contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under D (2) above.

6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meet-ing its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female em-ployees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and the disposition of the subject matter.

8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification

to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures and tests to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of Contractor's work force.

11. Validate all rests and other selection requirements where there is an obligation to do so under 41 CFR, Part 60, 3.

12. Conduct, at least annually, an inventory and evaluation of at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for (through appropriate training, etc.) such opportunities.

13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

14. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to ensure privacy between the sexes.
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

17. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office from Federal Procurement contracting officers.

E. ***Voluntary Associations***

1. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations, D-1 through D-17. The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under D-1 through D17 of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet is individual goals and timetables, and can provide access to

documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.

2. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive order if a specific minority group of women is under utilized).

3. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

4. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended.

5. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to the Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

6. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR, Part 60,4.8.

7. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation (if any), employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

8. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

F. ***Civil Rights Act of 1964***

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

G. ***Section 109 Of The Housing And Community Development Act Of 1974***

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

H. ***"Section 3" Compliance In The Provisions Of Training, Employment And Business Opportunities***

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3).

2. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to be the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

3. The parties to this contract agree to comply with HUD's regulations in 24 CFR, Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 75 requirements.

4. The Contractor agrees to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located. Where feasible, priority for opportunities and training should be given to Section 3 workers residing within the service area of the neighborhood of the project and participants in YouthBuild programs.

5. The Contractor agrees, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located. Where feasible, , priority for contracting opportunities described in paragraph b. i. of this section should be given to Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area of the neighborhood of the project and participants in YouthBuild programs.

6. The contractor agrees to include in any contract or agreement language to apply Section 3 to any and all subcontractors. All subrecipients, contractors, and subcontractors must meet the requirements of §75.19, regardless of whether Section 3 language is included in subrecipient agreements, program regulatory agreements, or contracts. All contractors and subcontractors must meet the requirements of §75.9, regardless of whether Section 3 language is included in contracts. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of regulations under 24 CFR, Part 75.

7. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR, Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR, Part 75.

8. Noncompliance with HUD's regulations in 24 CFR, Part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.

## VI. CONTRACT WORK HOURS AND SAFETY STANDARDS

As a condition of any grant, contract, loan, insurance or guarantee involving federally assisted construction, DuPage County requires the following language to be included in full in any contract subject to the Contract Work Hours and Safety Standards ACT. As used in the section, the terms "*laborers*" and "*mechanics*" include watchmen and guards.

"The subgrantee, in accordance with Title 29, CFR, Part 5, hereby agrees that it will ensure the inclusion in all construction contract documents and bid specifications".

A. ***Overtime Requirements***
No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. ***Violation and Liability for Unpaid Wages and Liquidated Damages***
In the event of any violation of the clause set forth in Subsection A, the Contractor and any Subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and Subcontractor shall be to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in Subsection A, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection A.

C. ***Withholding for Unpaid Wages and Liquidated Damages***
The DuPage County Community Development Specialist may withhold or cause to be withheld from any monies payable on account of work performed by the Contractor or Subcontractor such sums as may administratively be determined to be necessary to satisfy an liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection B.

D. ***Subcontract***
The Contractor shall insert in any subcontracts the clauses set for in subsections A, B and C of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts they may in turn be made.

E. ***Contractor's Responsibility***
The Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in Subparagraph A through D.

## VII. SAFETY

In the performance of this contract, the Contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions, on his own responsibility or the DuPage County Community Development Specialist may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

## VIII. FALSE STATEMENTS CONCERNING PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers and workers on projects utilizing Federal funds, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly and honestly as possible. Willful falsification, distortion or misrepresentation with respect to any facts related to the project is a violation of Federal law.

## IX. CLEAN AIR ACT IMPLEMENTATION

*Contract requirements*

A. The Contractor stipulates that any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clear Air Act, as amended (PL 91-604, 42 U.S.C 1857, as amended by PL 95-95 and PL 95-960, 42 USC 4362, 7401 et Seq.), Executive Order 11738, and regulations in implementation thereof (40 CFR, Part 15) is not listed, on the date of contract award, on the U.S. Environmental Projection Agency (EPA) List of Violating Facilities Pursuant to Title 40 CFR, Part 15.

B. The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, relating to inspection, monitoring, entry reports and information, as well as, all other requirements specified in Section 114 and all regulations and guidelines listed there under.

C. The Contractor shall promptly notify the Community Development Specialist of the receipt of any communication from the Director, Office of Federal Activities, or the EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA Listing of Violating Facilities.

D. The Contractor agrees to include or cause to be included the requirements of subparagraphs A through D of this section in every nonexempt subcontract and further agrees to take such action as the Government may direct as a means of enforcing such requirements.

## X. LABOR STANDARDS

Except as otherwise provided, DuPage County requires the inclusion of the HUD Federal Labor Standards Provisions Form 4010 as a condition of any grant, contract, loan, insurance or guarantee involving federally assisted construction.

## XI. BUILD AMERICA, BUY AMERICA ACT IMPLEMENTATION

The Build America, Buy America Act (BABA), enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (ITJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference ("Buy America Preference" or "BAP") for federal infrastructure programs. Steps developed by HUD must be implemented to ensure that the iron, steel, manufactured products, and construction materials used in a project are produced in the United States. Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. CDBG funds awarded under the AGREEMENT are subject to the provisions of the Act, 41 U.S.C. 8301 note. While HUD currently has a waiver of the application of the BAP through HUD's Notice, "General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (87 FR 26219), HUD will begin requiring compliance with BAP for all new funds obligated on or after November 14, 2022, unless covered by a subsequent waiver. Under FR-6331-N-06, HUD has proposed phased implementation of the BAP.

The BAP applies to the following construction materials used in infrastructure projects. Each

construction material is followed by a standard for the material to be considered **"produced in the United States."**

a. ***Non-ferrous metals.*** All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

b. ***Plastic and polymer-based products***. All manufacturing processes, from initial combination of constituent, plastic or polymer-based inputs until the item is in a form in which it is delivered to the work site and incorporated into the project, occurred in the United States.

c. ***Composite building materials.*** All manufacturing processes, from initial combination of constituent materials until the composite material is in a form in which it is delivered to the work site and incorporated into the project, occurred in the United States.

d. ***Glass.*** All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

e. ***Fiber optic cable.*** All manufacturing processes, from the initial preform fabrication stage through fiber stranding and jacketing, occurred in the United States.

f. ***Optical fiber.*** All manufacturing processes, from the initial preform fabrication stage through fiber stranding, occurred in the United States.

g. ***Lumber.*** All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

h. ***Drywall.*** All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

i. ***Engineered wood.*** All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

# EXECUTIVE ORDER 11246 EQUAL EMPLOYMENT OPPORTUNITY

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

**Part I - Nondiscrimination in Government Employment**

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

**Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors**

**Subpart A - Duties of the Secretary of Labor**

**SEC. 201.**The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, l978 Comp., p. 230]

**Subpart B - Contractors' Agreements**

**SEC. 202.** Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24,

1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with afl provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 203.** Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or

supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 204** (a) The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.

(b) The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.

(c) Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.

(d) The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

**Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies**

**SEC. 205.** The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 206.** The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.

(b) The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 207.** The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 208.** The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

**Subpart D - Sanctions and Penalties**

**SEC. 209.** In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:

(1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.

(2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions

set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.

(3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

(4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.

(5) After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.

(6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 210.** Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p 230]

**SEC. 211.** If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 212.** When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**Subpart E - Certificates of Merit**

**SEC. 213.** The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship,

membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

**SEC. 214.** Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

**SEC. 215.** The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

**Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts**

**SEC. 301.** Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 302.**"Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.

**SEC. 303.** The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such

information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

(b) In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.

(c) In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 304.** Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

**Part IV - Miscellaneous**

**SEC. 401.** The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, l978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 402.** The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

**SEC. 403.** Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No.

10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such

directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

**SEC. 404.** The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

**SEC. 405.** This Order shall become effective thirty days after the date of this Order.

**A. APPLICABILITY**

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**1. Minimum wages and fringe benefits**

**i.** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

**ii. Frequently recurring classifications**

**A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

**B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

**iii. Conformance**

**A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**B.** The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

**C.** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

**D.** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

**E.** The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**iv. Fringe benefits not expressed as an hourly rate**

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**v. Unfunded plans**

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. **Withholding**

   i. **Withholding requirements**

   The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

   ii. **Priority to withheld funds**

   The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

   **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

   **B.** A contracting agency for its reprocurement costs;

   **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

   **D.** A contractor's assignee(s);

   **E.** A contractor's successor(s); or

   **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. **Records and certified payrolls**

   i. **Basic record requirements**

   **A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

   **B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

   **C. Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. **Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. **Certified payroll requirements**

A. **Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. **Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. **Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. **Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv **Required disclosures and access**

A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. **Apprentices and equal employment opportunity**

i. **Apprentices**

A. **Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. **Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. **Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. **Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility**.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

**B. Contract Work Hours and Safety Standards Act (CWHSSA)**

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 **Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or

iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. **CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. **Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. **Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

**F. HEALTH AND SAFETY**

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# HUD REQUIRED GENERAL CONTRACTOR AND SUB-CONTRACTOR FORMS

**THESE FORMS WILL NEED TO BE COMPLETED BY THE SUCCESSFUL BIDDER(S)**

- Notification to the Office of Federal Contract Compliance Programs: This form applies to the successful bidder(s) and all subcontractors with contracts of $10,000 or greater. Mail this form to U.S. Department of Labor. Copies to Owner and DuPage County.

ORIGINALS OF ALL OF THE FOLLOWING FORMS MUST BE SENT TO OWNER

- Ownership Form
- Contractor / Subcontractor Labor Relations Agreement
- Apprenticeship Policy Recognition Form
- Section 3 Forms
  - Complete as applicable
- Certified Payroll (Weekly Reports) (Two page form with payroll on first page and statement of compliance on second page.)

Note: DuPage County Community Development Commission (CDC) is the DuPage County office responsible for administering HUD funds. This project is funded in whole or part via a grant of HUD funds from DuPage County to the Owner / Subgrantee.

Informational Materials Attached: Sample Labor Relations Agreement; Section 3 Initiative and Compliance summary; Instructions for Completing Certified Payrolls and Statement of Compliance; Categorizing Foremen, Supervisors, Owners, and Other Employees on Certified Payrolls; Sample Payroll; Sample Statement of Compliance.

HUD = United States Department of Housing and Urban Development

# OWNERSHIP FORM

(To be completed by business owners)

Any contractor working on a federally funded project must be cleared through the Excluded Parties List System (EPLS) for identifying businesses and individuals that have been debarred or are otherwise ineligible to be paid with federal funds. Please complete this information so that such clearance may be performed by CDC staff.

## PART 1 Business Information:

| | | | |
|---|---|---|---|
| **Legal Business Name** | Acqua Contractors Corp | | |
| **Owner Name** | Alex Rendina | | |
| **Address of Business** | 551 S IL Route 83, Elmhurst IL 60126 | | |
| **Telephone #** | 630-779-4648 | **DUNS #** | 013892780 |
| **Webpage (if available)** | | **FIN (IRS) #** | 82-3052408 |
| **Trade(s)** | heavy construction/underground | | |

Indicate whether business is:

- Sole Proprietorship ____ Date Established: ____ BRC[2] ____
- Limited Liability Company ____
- Partnership ____ Date of Agreement: ____ BRC ____
- Corporation[1] X Date of Incorporation: 2017 TIN[3] 82-3052408

[1] *Does not include affiliates, wholly owned subsidiaries or divisions.*
[2] *Business Registration Certificate Number*
[3] *Tax Identification Number*

Has the firm done or is it currently doing business under another name?

Yes: ____ No: X

If yes, please provide the name and explain

Is the spouse of the owner also involved in the business in any capacity (Vice President, secretary, etc)?

Yes: ____ No: X

If yes, please provide name and the title of the spouse:

Identify the names of all owners/principals of the company

| Name | Title | Business Name (if applicable) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

Is the firm in Good Standing with the State of Illinois? (This will be confirmed by CDC through a check of CyberDrive Illinois.)

Yes: X No: ____

If no, please explain

## PART 2 Other Concerns:

| | | | |
|---|---|---|---|
| ☐ | **Business is owned by a minority person:** | ☐ African American | ☐ Hispanic American |
| | ☐ Other (Specify) | ☐ Native American | ☐ Asian/Pacific American |
| ☐ | **Business is woman owned.** | | |

*I certify that the above information is complete and accurate.*

Owner Signature 2/11/25 Date

Alex Rendina Print Name

President Title

## NOTIFICATION TO THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS (OFCCP)

To be completed and mailed within 10 business days of contract signing. **Send original to the Office of Federal Contract Compliance** and photocopy to DuPage County Address at bottom of letter.

Date: 2/20/25

Karen D. Wallace, District Director
Office of Federal Contract Compliance Programs (OFCCP)
U.S. Department of Labor
Chicago District Office
230 S. Dearborn St., Suite 612
Chicago, IL 60604

Please be advised that the following contract in excess of $10,000 has been awarded:

Prime Contractor Number: _____

Contractor/Subcontractor Name: Acqua Contractors Corp

Contractor/Subcontractor Address: 551 S IL Route 83, Elmhurst, IL 60126

Contractor/Subcontractor Phone #: 630 359-4648

Contractor/Subcontractor Email: office@acquacontractors.com

Contractor/Subcontractor EIN: 82-3052408

Amount of Contract/Subcontract: $1,135,000.00

Estimated Construction Start Date: _____

Estimated Construction Completion Date: October 17, 2025

Project Location: Argyle St & Twin Oak St, Bensenville, IL

Signed: _____

Printed Name: Alex Rendina

Title: President

| | | | |
|---|---|---|---|
| CC: | DuPage County<br>421 N. County Farm Rd, Room 2-800<br>Wheaton, IL 60187 | CC: | _____<br>_____<br>_____ |
| Attn: | Community Development Commission | Attn: | _____ |
| Phone: | 630-407-6600 | Phone: | _____ |
| Email: | communitydev@dupageco.org | Email: | _____ |

-SAMPLE- -SAMPLE-



# CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT (LRA)

| | | | |
|---|---|---|---|
| **Project Name** | Non-Profit Agency New Facility Construction | **Project #** | CD13-01 |
| **Project Address** | 1 Main Street, Town, IL 60000 | **Contract Amount** | 100,000 |
| **Contractor Name** | Jones Construction Company | **Type** | ☐ GC ☒ Subcontractor |
| *If **SUBCONTRACTOR** provide name of contracting company* | Tom's General Contracting Company | | |
| **Address of Business** | 123 Main Street, Town, IL 60000 | | |
| **Contact Person** | Samuel Jones | **Title** | Owner/President |
| **Telephone #** | 111-111-1111 | **Fax #** | 222-222-2222 |
| **Email Address** | sam.jones@jonesco.com | **FIN (IRS) #** | 12-3456789 |

1. Is the contractor named above supplying materials only? ☒ No *(continue to question 2.)* ☐ Yes *(Material suppliers do not have to complete this form, but any labor subcontractors hired for installation of these materials must be disclosed and must complete all HUD forms.)*

2. The following persons are hereby authorized to complete and sign all payroll forms and records for the above project:

| | | | |
|---|---|---|---|
| **Name/Title:** | Samuel Jones / Owner/President | **Signature:** | Samuel Jones |
| **Name/Title:** | Jane Jones / Payroll Administrator | **Signature:** | Jane Jones |

**3. I ☒ HAVE ☐ HAVE NOT received a copy of the applicable Davis-Bacon wage rates for the above project and I understand that Federal Prevailing Wage Rates apply to this project.**

4. In the section below, please list the hourly wage and fringe benefits by job classification and group number of each trade employed by your company. Mark how benefits are paid. Total wages must meet Davis-Bacon minimums.

| | |
|---|---|
| **Job Classification #** *(for DuPage)* | CARP0555-005 (Building) |
| **Group #** *(if applicable)* | n/a |
| **Hourly Wage Rate:** | $41.52 |
| **Hourly Fringe Benefits:** | $25.47 |
| *Fringe Benefits paid* | ☐ *in cash* ☒ *into plan(s)* |
| **TOTAL (wages + fringe)** | $66.99 |

| | |
|---|---|
| **Job Classification #** *(for DuPage)* | LABO0002-003 |
| **Group #** *(if applicable)* | 1 |
| **Hourly Wage Rate:** | $35.20 |
| **Hourly Fringe Benefits:** | $21.45 |
| *Fringe Benefits paid* | ☐ *in cash* ☒ *into plan(s)* |
| **TOTAL (wages + fringe)** | $56.65 |

| | |
|---|---|
| **Job Classification #** *(for DuPage)* | |
| **Group #** *(if applicable)* | |
| **Hourly Wage Rate:** | |
| **Hourly Fringe Benefits:** | |
| *Fringe Benefits paid* | ☐ *in cash* ☐ *into plan(s)* |
| **TOTAL (wages + fringe)** | $0.00 |

| | |
|---|---|
| **Job Classification #** *(for DuPage)* | |
| **Group #** *(if applicable)* | |
| **Hourly Wage Rate:** | |
| **Hourly Fringe Benefits:** | |
| *Fringe Benefits paid* | ☐ *in cash* ☐ *into plan(s)* |
| **TOTAL (wages + fringe)** | $0.00 |

| | |
|---|---|
| **Job Classification #** *(for DuPage)* | |
| **Group #** *(if applicable)* | |
| **Hourly Wage Rate:** | |
| **Hourly Fringe Benefits:** | |
| *Fringe Benefits paid* | ☐ *in cash* ☐ *into plan(s)* |
| **TOTAL (wages + fringe)** | $0.00 |

| | |
|---|---|
| **Job Classification #** *(for DuPage)* | |
| **Group #** *(if applicable)* | |
| **Hourly Wage Rate:** | |
| **Hourly Fringe Benefits:** | |
| *Fringe Benefits paid* | ☐ *in cash* ☐ *into plan(s)* |
| **TOTAL (wages + fringe)** | $0.00 |

**WARNING: U.S. CRIMINAL CODE, SECTION 1010, TITLE 18, U.S.C., PROVIDES IN PART: "WHOEVER...MAKES, PASSES, UTTERS, OR PUBLISHES ANY STATEMENT, KNOWING THE SAME TO BE FALSE...SHALL BE FINED NOT MORE THAN $5,000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."**

*The undersigned certifies that (s)he is an owner/officer of the contractor and further certifies compliance with all Federal EEO requirements:*

-SAMPLE- -SAMPLE-

Samuel Jones — 04/01/2013
Signature — Date
Samuel Jones — Owner/President
Print Name — Title

# CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT (LRA)

| | | | |
|---|---|---|---|
| **Project Name** | Argyle and Twin Oaks Roadway and Water Main Improvements | **Project #** | CD24-1 |
| **Project Address** | Argyle St & Twin Oaks St | **Contract Amount** | $1,135,000.00 |
| **Contractor Name** | Acqua Contractors Corp | **Type** | ☒ GC ☐ Subcontractor |
| *If **SUBCONTRACTOR** provide name of contracting company* | | | |
| **Address of Business** | 551 S. IL Route 83, Elmhurst, IL 60126 | | |
| **Contact Person** | Alex Rendina | **Title** | President |
| **Telephone #** | 630-359-4648 | **Fax #** | |
| **Email Address** | office@acquacontractors.com | **FIN (IRS) #** | 82-3052408 |

1. Is the contractor named above supplying materials only? ☒ No *(continue to question 2.)* ☐ Yes *(Material suppliers do not have to complete this form, but any labor subcontractors hired for installation of these materials must be disclosed and must complete all HUD forms.)*

2. The following persons are hereby authorized to complete and sign all payroll forms and records for the above project:

| | | | |
|---|---|---|---|
| **Name/Title:** | Alex Rendina/President | **Signature:** | |
| **Name/Title:** | | **Signature:** | |

**3. I ☒ HAVE ☐ HAVE NOT received a copy of the applicable Davis-Bacon wage rates for the above project and I understand that Federal Prevailing Wage Rates apply to this project.**

4. In the section below, please list the hourly wage and fringe benefits by job classification and group number of each trade employed by your company. Mark how benefits are paid. Total wages must meet Davis-Bacon minimums.

| | |
|---|---|
| **Job Classification #** *(for DuPage)* | ENGI0150-024 |
| **Group #** *(if applicable)* | Group 1 |
| **Hourly Wage Rate:** | $59.00 |
| **Hourly Fringe Benefits:** | $49.20 |
| *Fringe Benefits paid* | ☐ *in cash* ☒ *into plan(s)* |
| **TOTAL (wages + fringe)** | $108.20 |

| | |
|---|---|
| **Job Classification #** *(for DuPage)* | LABO0002-004 |
| **Group #** *(if applicable)* | Group 4 |
| **Hourly Wage Rate:** | $47.75 |
| **Hourly Fringe Benefits:** | $33.16 |
| *Fringe Benefits paid* | ☐ *in cash* ☑ *into plan(s)* |
| **TOTAL (wages + fringe)** | $80.91 |

| | |
|---|---|
| **Job Classification #** *(for DuPage)* | ENGI0150-024 |
| **Group #** *(if applicable)* | Group 2 |
| **Hourly Wage Rate:** | $58.45 |
| **Hourly Fringe Benefits:** | $49.20 |
| *Fringe Benefits paid* | ☐ *in cash* ☑ *into plan(s)* |
| **TOTAL (wages + fringe)** | $107.65 |

| | |
|---|---|
| **Job Classification #** *(for DuPage)* | |
| **Group #** *(if applicable)* | |
| **Hourly Wage Rate:** | |
| **Hourly Fringe Benefits:** | |
| *Fringe Benefits paid* | ☐ *in cash* ☐ *into plan(s)* |
| **TOTAL (wages + fringe)** | $0.00 |

| | |
|---|---|
| **Job Classification #** *(for DuPage)* | LABO0002-004 |
| **Group #** *(if applicable)* | Group 1 |
| **Hourly Wage Rate:** | $47.40 |
| **Hourly Fringe Benefits:** | $33.16 |
| *Fringe Benefits paid* | ☐ *in cash* ☑ *into plan(s)* |
| **TOTAL (wages + fringe)** | $80.56 |

| | |
|---|---|
| **Job Classification #** *(for DuPage)* | |
| **Group #** *(if applicable)* | |
| **Hourly Wage Rate:** | |
| **Hourly Fringe Benefits:** | |
| *Fringe Benefits paid* | ☐ *in cash* ☐ *into plan(s)* |
| **TOTAL (wages + fringe)** | $0.00 |

**WARNING: U.S. CRIMINAL CODE, SECTION 1010, TITLE 18, U.S.C., PROVIDES IN PART: "WHOEVER...MAKES, PASSES, UTTERS, OR PUBLISHES ANY STATEMENT, KNOWING THE SAME TO BE FALSE...SHALL BE FINED NOT MORE THAN $5,000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."**

*The undersigned certifies that (s)he is an owner/officer of the contractor and further certifies compliance with all Federal EEO requirements:*

Signature — Date: 2/20/25

Alex Rendina — President

Print Name — Title

# APPRENTICESHIP POLICY RECOGNITION FORM

This form has been provided by the DuPage Community Development Commission (CDC) for the contractor's benefit to fully understand the requirements that surround the use of apprentices and trainees on federally funded projects. You are encouraged by the CDC to assign apprentices to this project and this document discloses key requirements that will help contractors avoid infractions which necessitate wage restitution. By filling out this form, you are only demonstrating your awareness of the policies regarding apprentices and government work. After completing this form, please return it to the property owner to hand into to the CDC.

| | | | |
|---|---|---|---|
| **Project Name** | Argyle and Twin Oaks Roadway and Water Main Improvements | **Project #** | CD24-01 |
| **Project Address** | Argyle St & Twin Oaks St | **Contract Amount** | $1,135,000.00 |
| **Contractor Name** | Acqua Contractors Corp | **Type** | ☑ GC ☐ Subcontractor |
| *If **SUBCONTRACTOR** provide name of contracting company* | | | |
| **Address of Business** | 551 S. IL Route 83, Elmhurst, IL 60126 | | |
| **Contact Person** | Alex Rendina | **Title** | President |
| **Telephone #** | 630-359-4648 | **Fax #** | |
| **Email Address** | office@acquacontractors.com | **FIN (IRS) #** | 82-3052408 |

Federal regulations stipulate that apprentices and trainees (hereinafter "apprentices") assigned to a federally funded project are required to be accompanied by a qualified journeyman worker of the same trade. This means that apprentices are not to perform work on the *project* without proper supervision. Superintendents, company inspectors, managing supervisors, foremen, or any other person employed as contractor administration, do not qualify as a labor-mentoring agent. On each certified payroll, a journeyman's hours must match an apprentice's hours each day. There are no exceptions to this policy.

Should an apprentice perform work *alone* on the premises of the above stated project, Davis-Bacon Wage Determinations will apply and the apprentice must be paid the minimum prevailing wage for his or her time. Restitution must be paid to the employee in the manner of the difference between the prevailing wage and the apprentice's wage.

| | | |
|---|---|---|
| Do you plan on using apprentices for the above referenced project? | ☐ Yes | ☑ No |
| Are your apprentices registered with the Bureau of Apprenticeship and Training? | ☑ Yes | ☐ No |

If not, you must register all apprentices with the Bureau. You can reach the local office at: (312) 596-5500. Return evidence of registration to the property owner.

List below the names and status of the apprentices likely planned for work on this project. Listing does not bind the contractor to assigning these apprentices and trainees:

| Apprentice/Trainee Name | Year/Level | Registered | Wage/hour |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

I am now fully aware of the federal apprentice/trainee policies involving the above referenced project and will keep a copy of this disclaimer in the project file:

Signature — Date: 2/20/25

Alex Rendina — President

Print Name — Title

## DU PAGE COUNTY - SECTION 3 INITIATIVE OVERVIEW

Federal grant funds awarded by DuPage County to this project are subject to Section 3 compliance as provided in 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. All contractors providing labor on projects with over $200,000 of either HUD 's Community Development Block Grant (CDBG) or HOME Investment Partnership financial assistance are subject to Section 3 and must complete the following documents (as applicable):

1. **INITIATIVE OVERVIEW**
2. **ACKNOWLEDGEMENT OF COMPLIANCE REQUIREMENTS**
3. **SECTION 3 CERTIFICATIONS**:
   A. Compliance Certification
   B. Business Self-Certification
   C. Laborer Self-Certification
4. **OUTREACH:**
   A. Employee Resource Guide
   B. Employer Outreach Guide
   C. Employee Jobsite Notification
   D. Employer Project Notification
5. **JOBSITE REPORT – LABOR HOURS**
6. **DEFINITIONS AND FREQUENTLY ASKED QUESTIONS**
7. **CDC SECTION 3 PROCEDURES**

DuPage County is responsible for executing Section 3 compliance and reporting the outcomes of these efforts. Specifically, under this regulation, DuPage County is responsible for:

1. Informing any subrecipients, developers, general contractors, contractors, and subcontractors of the requirements of Part 75;
2. Monitor the performance of projects and contractors for the requirements and objectives of Part 75;
3. Notify potential contractors and subcontractors of Section 3 covered opportunities open for bid; and
4. Collect and report documentation in respect to all efforts to achieve Section 3 participation.

Projects receiving HUD-funded assistance greater than $200,000 are covered by Section 3. Contractors subject to Section 3 compliance, to the greatest extent feasible, are responsible for:

1. Contracting or hiring locally
2. Contracting at least 25% of the project labor hours with Section 3 business concerns and/or workers
3. Hiring new employees who qualify as a Section 3 worker or Section 3 targeted worker
4. Refraining from entering into contracts with businesses in violation of Section 3
5. Documenting all efforts, actions taken, results, and/or impediments to achieving Section 3 obligations for submission to the DuPage Community Development Commission

Noncompliance, involving the disregard of actions to be taken and/or documentation of those efforts, whether successful or not, may result in delayed or non-payment of Federal grant awards.

For more information about Section 3 and to access DuPage County's Section 3 certification forms, visit: https://www.dupagecounty.gov/government/departments/community_services/municipalities_and_non-profits/community_development_commission/section_3.php.

## SECTION 3: ACKNOWLEDGEMENT OF COMPLIANCE REQUIREMENTS

**Section 3 of the HUD Act of 1968 (12 U.S.C § 1701u) and its associated regulations (24 C.F.R. Part 75)**

**Project Name:** Argyle and Twin Oaks Roadway and Water Main Improvements **HUD Grant:** (CDBG) / HOME **HUD Assistance:** $ 600,000.00

*The requirements of Section 3 apply to contractors and subcontractors performing work on construction or rehabilitation projects for which the amount of HUD financial assistance exceeds $200,000. All contractors and subcontractors, regardless of the funding total, must execute the following acknowledgement (referred to as the Acknowledgement of Compliance Requirements) to acknowledge they have reviewed and understand Section 3 compliance for the HUD-funded project.*

*Review and initial each statement:*

AC HUD financial assistance for the project (does) / does not (circle one) exceed $200,000.

AC The parties will comply with HUD's regulations in 24 CFR part 75, which implement Section 3. The parties certify that they are under no impediment that would prevent them from complying with the Part 75 regulations.

AC The parties acknowledge noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

**SECTION 3 BUSINESS CONCERN:**

AC A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

**SECTION 3 WORKER:**

AC A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD:

| Individual Annual Income | 1 |
|---|---|
| 80 % (gross income) | *$62,800 |

*Chicago-Joliet-Naperville, IL HUD Metro FMR Area

2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

**SECTION 3 TARGETED WORKER:**

AC A Section 3 targeted worker is a worker who:

1. Is employed by a Section 3 business concern; or
2. Currently fits, or when hired fit, at least one of the following categories, as documented within the past five years:
    a. Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or
    b. A YouthBuild participant.

## SECTION 3: ACKNOWLEDGEMENT OF COMPLIANCE REQUIREMENTS

**HIRING**

AC Contractors, to the greatest extent feasible, will fill vacant positions with Section 3 workers or Section 3 targeted workers. Any vacant employment positions, including training positions, that are filled ***after*** the contractor is selected but ***before*** the contract is executed, with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

**REPORTING**

AC Contractors, to the greatest extent feasible, will make efforts to have Section 3 workers conduct *25 percent* or more of the total number of labor hours worked by all workers on a Section 3 project and Targeted Section 3 workers conduct *5 percent* or more of the total number of labor hours worked by all workers on a Section 3 project (This 5 *percent* is included as part of the *25 percent* threshold).

AC Contractors will track labor hours in pursuit of meeting the above outlined benchmarks.

**EQUAL OPPORTUNITIES**

AC The parties agree affirmative action and equal employment opportunity to those who do business with the federal government. It is illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease).

**OUTREACH**

AC Contractors, to the greatest extent feasible, will conduct outreach to hire Section 3 workers and/or Section 3 targeted workers which includes, but is not limited to:

1. Notify labor organizations or representatives of workers of Section 3 preference, including job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
2. Provide technical assistance to help Section 3 workers compete for jobs.

AC Contractors, to the greatest extent feasible, will support hired Section 3 workers and/or Section 3 targeted workers to ensure they have access to resources which includes, but is not limited to:

1. Provide training and/or apprenticeship opportunities.
2. Refer Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare, financial literacy, etc.).
3. Notify laborers on the jobsite of the Section 3 worker qualifications to ensure all employees may complete eligibility certification.

The undersigned agrees to comply with the Section 3 Guidelines when applicable as referenced by HUD regulations in 24 CFR part 75 as amended.

| Name/Title (printed) | Company | Signature |
|---|---|---|
| Alex Perdinc / President | Acqua Contractors | |
| **Name/Title (printed)** | **Company** | **Signature** |
| | | |
| **Name/Title (printed)** | **Company** | **Signature** |
| | | |

04/2024

## SECTION 3: COMPLIANCE CERTIFICATION

Please select a response to the below questions/statements.

1. Has the project been awarded over $200,000 in HUD assistance? (Please consult the contracting organization if unsure).
   ☒ Yes – continue to question 2
   ☐ No – continue to the bottom of form, complete, sign, date. No additional forms required.

2. This project is receiving over $200,000 of HUD assistance, and either the business itself, and/or any of its employees meet the definition of Section 3. (See Section 3 Acknowledgement of Compliance Requirements form for Business Concern and Worker criteria).
   ☐ True – continue to question 3
   ☒ False – continue to the bottom of form, complete, sign, date. Complete the Section 3 Employer Self Certification Checklist.

3. Select how the Section 3 definition is met.
   ☐ The business **and** one or more employees are Section 3 – continue to question 4
   ☐ The business is Section 3; **no** employees are Section 3 – continue to question 4
   ☐ The business is **not** Section 3; one or more employees **are** Section 3 – continue to question 4

4. Please list the employee(s) name(s) and job title which meet the definition of a Section 3 Worker:

| |
|---|
| |
| |
| |
| |
| |
| |
| |
| |

**Please print your name, company, title, and sign/date below.**

| | |
|---|---|
| **Company Name** | Acqua Contractors Corp. |
| **Name** | Alex Rendina |
| **Job Title** | President |
| **Date** | 02/20/25 |
| **Signature** | |

*Please complete the corresponding required Section 3 Forms:*
***Section 3 Business Self-Certification Form*** *– Required by all businesses*
***Section 3 Laborer Self-Certification Form*** *– Required if employee (laborer) of contractor/subcontractor is Section 3*

## SECTION 3 EMPLOYER SELF CERTIFICATION CHECKLIST

There are many ways to certify a Section 3 Business, Worker(s), or Targeted Section 3 Worker(s) under 24 CFR part 75:

For the following numbered items, please mark the checkbox that applies to your business with ☑ or ☒

1. For a Business to qualify as a ***Section 3 Business Concern***, certification must be provided that the company meets at least one of the following, please select ONE of the below options that applies:
   ☐ At least 51 percent owned and controlled by low- or very low-income persons; or
   ☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
   ☐ My business is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

   ☒ None of the above apply to our company.

2. For a worker to qualify as a ***Section 3 worker***, one of the following must be maintained:

   ☐ My company certifies that the income from this employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or

   ☐ My company certifies that our company is a Section 3 business concern; or

   ☒ None of the above apply to our company.

3. For a worker to qualify as a ***Targeted Section 3 worker***, the following must be maintained:
   ☐ My company's confirmation that our **worker's residence is currently within one mile of the work site or when hired resided within one mile of the work site, as documented within the last five years,** or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;

   ☐ My company certifies that our company is a Section 3 business concern; or

   ☒ None of the above apply to our company.

Please use the below information to determine if your employee(s) meet the criteria for the first option of question #1. Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from: https://www.huduser.gov/portal/datasets/il.html. This website also provides detailed explanations on how to calculate your annual income to compare it to this below income limits summary:

| **Individual Annual Income** | **1** |
|---|---|
| 80 % (gross income) | *$62,800 |

*Chicago-Joliet-Naperville, IL HUD Metro FMR Area

☐ I certify that my employee(s) meet the requirements of the Section 3 worker/Targeted Section 3 worker
(If you checked the above box, please list the qualifying employees on the next page)

☒ I certify that my employee(s) **DO NOT** meet the requirements of the Section 3 worker/Targeted Section 3 worker

4. Not all businesses will meet the requirements of a Business Concern or have Section 3 or Targeted Section 3 employees. In that case, the U.S. Department of Housing and Urban Development requires qualitative outreach efforts be made to Section 3 workers. Please select all that apply to your company which demonstrate qualitative efforts put forth to meet federal Section 3 requirements. Verification of efforts must be provided upon request from the contract awardee, the U.S. Department of Housing and Urban Development, and/or DuPage County.

☐ Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

☐ Provided training or apprenticeship opportunities.

☐ Provided technical assistance to help Section 3 workers compete for jobs (*e.g.*, resume assistance, coaching).

☐ Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

☐ Held one or more job fairs.

☐ Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, child care).

☐ Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

☐ Assisted Section 3 workers to obtain financial literacy training and/or coaching.

☒ Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

☐ Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

☐ Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

☐ Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

☒ Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.

☐ Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to DuPage County may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the information contained in this document is correct to the best of my knowledge.

| Name (printed) | Company | Signature |
|---|---|---|
| Alex Ferdinand | Acqua Contractors | |
| **Title** | **Project Name** | **Laborer Trade** |
| President | Argyle to Twin Oaks Roadway and Water main Improvements | underground construction |

04/2024

Please provide the details of all employees meeting the Section 3 requirements from the previous page:
(print additional forms if necessary)

| Name (printed) | Section 3 Worker (Yes/No) | Targeted Section 3 Worker (Yes/No) |
|---|---|---|
| | | |
| Name (printed) | Section 3 Worker (Yes/No) | Targeted Section 3 Worker (Yes/No) |
| | | |
| Name (printed) | Section 3 Worker (Yes/No) | Targeted Section 3 Worker (Yes/No) |
| | | |
| Name (printed) | Section 3 Worker (Yes/No) | Targeted Section 3 Worker (Yes/No) |
| | | |
| Name (printed) | Section 3 Worker (Yes/No) | Targeted Section 3 Worker (Yes/No) |
| | | |
| Name (printed) | Section 3 Worker (Yes/No) | Targeted Section 3 Worker (Yes/No) |
| | | |
| Name (printed) | Section 3 Worker (Yes/No) | Targeted Section 3 Worker (Yes/No) |
| | | |
| Name (printed) | Section 3 Worker (Yes/No) | Targeted Section 3 Worker (Yes/No) |
| | | |
| Name (printed) | Section 3 Worker (Yes/No) | Targeted Section 3 Worker (Yes/No) |
| | | |
| Name (printed) | Section 3 Worker (Yes/No) | Targeted Section 3 Worker (Yes/No) |
| | | |
| Name (printed) | Section 3 Worker (Yes/No) | Targeted Section 3 Worker (Yes/No) |
| | | |
| Name (printed) | Section 3 Worker (Yes/No) | Targeted Section 3 Worker (Yes/No) |
| | | |
| Name (printed) | Section 3 Worker (Yes/No) | Targeted Section 3 Worker (Yes/No) |
| | | |
| Name (printed) | Section 3 Worker (Yes/No) | Targeted Section 3 Worker (Yes/No) |
| | | |
| Name (printed) | Section 3 Worker (Yes/No) | Targeted Section 3 Worker (Yes/No) |
| | | |
| Name (printed) | Section 3 Worker (Yes/No) | Targeted Section 3 Worker (Yes/No) |
| | | |
| Name (printed) | Section 3 Worker (Yes/No) | Targeted Section 3 Worker (Yes/No) |
| | | |

## SECTION 3 EMPLOYEE SELF CERTIFICATION CHECKLIST

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individual, particularly those who are recipients of government assistance for housing or other public assistance. **Your response is voluntary, confidential, and has no effect on your employment.**

There are many ways to certify a Section 3 Worker or Targeted Section 3 Worker under 24 CFR part 75:
For the following numbered items, please mark the checkbox that applies to you with ☑ or ☒

1. For a worker to qualify as a ***Section 3 worker***, one of the following must be maintained:
   - ☐ I certify that my income is below the income limit from the prior calendar year (see income limit below);
   - ☐ I certify that I participate in a means-tested program such as public housing or Section 8 assisted housing;
   - ☐ Certification from a PHA, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
   - ☐ My employer's certification that my income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
   - ☐ My employer's certification that I am a worker who is employed by a Section 3 business concern;
   - ☒ None of the above apply to me;
   - ☐ I prefer not to answer.

2. For a worker to qualify as a ***Targeted Section 3 worker***, the following must be maintained:
   - ☐ My employer's confirmation that my residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
   - ☐ My employer's certification that I am employed by a Section 3 business concern; or
   - ☐ I certify that I am a YouthBuild participant;
   - ☒ None of the above apply to me;
   - ☐ I prefer not to answer.

Please use the below information to determine if you meet the criteria for the first and fourth options of question #1.
Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD income limits may be obtained from: https://www.huduser.gov/portal/datasets/il.html. This website also provides detailed explanations on how to calculate your annual income to compare it to this below income limits summary:

| **Individual Annual Income** | **1** |
|---|---|
| 80 % (gross income) | *$62,800 |

*Chicago-Joliet-Naperville, IL HUD Metro FMR Area

- ☐ I certify that I meet the requirements of either the Section 3 worker or the Targeted Section 3 worker
- ☒ I certify that **I DO NOT** meet the requirements of either the Section 3 worker or the Targeted Section 3 worker

I affirm and hereby certify, under penalty of law, the information provided and the above selected statements are true, complete, and correct to the best of my knowledge and belief.

| **Name (printed)** | **Address** | **Employer** |
|---|---|---|
| Alex Rendina | 3440 W. Evergreen, 53 Chicago, IL | Acqua Contractors |
| **Signature** | **Project Name** | **Laborer Trade** |
| | Argyle + Twin Oaks Roadway + Waterman Improvements | Underground Construction |

04/2024

DUPAGECOUNTY

# Resources For Section 3 Workers

**DuPage County Community Services**

DuPage County Community Services aims to provide and support programs, services and partnerships that keep people safe in their homes, environments, and relationships; provide connections between those in need and the resources that support them; and help residents escape poverty, maintain independence, and achieve economic self-sufficiency. Some programs that may be of assistance are but not limited to, Community Services Block Grant (CSBG) Scholarship, Housing Assistance, Low Income Home Energy Assistance Program (LIHEAP), and Clothing and Household Good Vouchers, Transportation, and more. Additional program information can be found by visiting the DuPage County Community Services website or calling (630) 407-6500. DuPage County IL – Community Services Home




In addition, DuPage County Community Services uses and maintains an information system database accessible online for anyone. Residents can search for services such as childcare, car repair, food pantries, mental health, legal, and more. DuPage CRIS is free to use and contains over one thousand records of programs, qualification, and contacts. Home (211dupage.gov).

**Northern Illinois Food Bank**

Northern Illinois Food Bank is part of the Feeding America network aimed at getting nourishing food to people in need. They distribute meals through food pantries and meal programs throughout the United States. Food is free without any expectation of donation or repayment. Find Your Local Food Bank | Feeding America

**YWCA**

The YWCA provides early childcare programs that promote child development, and school readiness, while enabling parents the ability to obtain and retain employment. Programs such as childcare, Head Start, and Pre-K programs that help over 200,000 kids annually. YWCA Child Care Services and Programming - YWCA USA

**H.O.M.E. DuPage**

H.O.M.E. DuPage is a HUD-approved, nationally recognized organization that provides financial literacy education and counseling services. Staff work hand in hand with clients to guide them through issues such as credit repair, overcoming mortgage default, and other financial challenges as well as teaching budgeting, wise consumerism, and more. Programs in Financial Fitness, Homebuyer Education, and Gateway to Homeownership Orientation are offered to individuals and families with home and financial related assistance and education. About H.O.M.E. DuPage - H.O.M.E DuPage (homedupage.org)

**WorkNet DuPage**

WorkNet DuPage Career Business Center has a wealth of resources to assist in career development, including how-to guides, samples, and advice on resumes, interviewing kills, success at your new job and more. Eligible individuals may receive career counseling or qualify for grants to pay for local training programs to obtain new skills or professional certification. WorkNet DuPage also has a resource center where you can gain free access to computers, WiFi, copiers, fax machines, and printers. Job Seekers - workNet DuPage Career Center

**People's Resource Center**

People's Resource Center's Job Assistance Program helps unemployed or underemployed people in the community find jobs through mentoring and workshops focused on interview preparation. PRC connects our job seeking clients with their own volunteer job coach to build skills, help with resume and interview preparation, and plan for job searches. PRC partners with area libraries to allow the Jobs program to expand its reach into the community. Monthly workshops at the libraries are open to everyone. The popular topics include: Are you LinkedIn, Am I Ready for My Job Search?, Master the Phone and Virtual Interview, Negotiate the Job Offer, and 1:1 Mock Interviews. People's Resource Center also partners with area employers to connect pre-screened, qualified candidates with employers seeking to hire. Job Assistance - People's Resource Center (peoplesrc.org)

# Grow Your Business & Support Your Community with HUD Section 3



**Below are some local resources you can use to hire qualified Section 3 employees:**

**College of DuPage**

College of DuPage offers many Career and Technical Program Degrees and Certificates. College of DuPage also supports apprenticeship opportunities. Some of the fields include Applied Technology, Construction Management, Electromechanical Technology, Heating, Air Conditioning and Refrigeration, Welding and more. Apprenticeship Program Employer Information | College of DuPage (cod.edu)

**WorkNet DuPage**

WorkNet DuPage Career Business Center is your source for help to hire, train, and retain a strong workforce. They offer Recruiting Assistance in the form of Job Postings, On-The-Job Training, and Incumbent Worker Training. Business Service representatives can assist in offering a range of customized training solutions to meet your business' needs such as Apprenticeship Programs and No-Cost Temporary Workers. Employers - workNet DuPage Career Center

**People's Resource Center**

People's Resource Center partners with area employers to connect pre-screened, qualified candidates with employers seeking to hire. They also host an online job posting and employment board as well as in- person and virtual career fairs. Home - People's Resource Center (peoplesrc.org)

**Business USA Mobile App**

HUD and the U.S. Small Business Administration developed the BusinessUSA Mobile App as a centralized, one-stop platform to make it easier than ever for businesses to access services and to help them grow and hire. Small contractors, including Section 3 businesses, can use the app to learn about federally funded contracting opportunities. It also pulls together the best business information, events, services, tools, and advisors from federal, state and local governments. Or use BusinessUSA for helpful information, services, and tools. Small Business | USAGov

**YouthBuild**

YouthBuild is a short-term program where 16–24-year old's can earn their high school diploma or GED and acquire construction skills to perform construction-related community service projects. YouthBuild | Qcul

DUPAGECOUNTY



# Are you a Section 3 Worker?

**You may be a Section 3 worker if:**

| Household Size | 80% (gross income) |
|---|---|
| 1 | $ 62,800 |

- **Your income for the previous calendar year is below the HUD-established limit (see chart)**
- **You are employed by a Section 3 business concern; or**
- **You are a YouthBuild participant**

**Any worker that fits the above description may be a Section 3 worker, and may be in need of additional rescources.**

**For more information, contact your supervisor or DuPage County:**

**DuPage County Community Development**
421 N County Farm Road
Room 2-800
Wheaton, IL 60187

**CONTACT**
(630) 407-6600
communitydev@dupagecounty.gov

Rev. 04/2024

Looking for work?

# WE ARE HIRING!

## A HUD-funded project is accepting applications:

## PROJECT NAME

### Location

| Job Title – Trade | Start Date | Qualifications |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**Additional training and apprenticeship opportunities may also be available**

To Apply or for More Information Contact:
NAME
POSITION, COMPANY
PHONE NUMBER / EMAIL
ADDRESS

(Company Logo Here)

# CATEGORIZING FOREMEN, SUPERVISORS, OWNERS, AND OTHER EMPLOYEES ON CERTFIED PAYROLLS

Non-labor employees on or off the jobsite need not report their wage rates, however some exceptions do apply:

## Non-Covered Job Classifications

Workers performing normal duties of the following job classifications are not subject to wage requirements:

1) Project Superintendent
2) Project Engineer
3) Project Foreman*
4) Watchman
5) Water Carrier
6) Messenger
7) Clerical Workers
8) Other Non-Labor Employees

* Exception is the Working Foreman. A Working Foreman is one who devotes more than 20 percent of time during a work week to mechanic or labor duties, and who must be paid the applicable rate for the hours so worked.

## Supervisors, Owners, and Other Salaried Employees Providing Full-Time Supervision

1) Supervisors
    a. Hours worked by these employees must be reported although wage rates need NOT be reported.
    b. The term "Salary" may appear in place of wage rate for any salaried employee.
2) Owners
    a. Owners who perform labor-work on a federally funded project along side journeymen employees must also report hours worked.
    b. Like supervisors owners need not report salary, with exception to #3:
3) Self-Employed, Sole-Laborer Owners
    a. Owners who are either the only laborer or mentoring an apprentice or trainee MUST report wage rate and weekly wage for work performed.
    b. Certified payrolls MUST also be completed and signed by the General Contractor.

## Apprentices and Trainees

1) Apprentices and Trainees may be paid a lower wage rate than Prevailing Wage under the following conditions:
    a. The apprentice or trainee is supervised hour for hour by a journeyman of the same trade.
    b. Journeyman to apprentice ratio set by the local union is maintained
    c. Supervisors, superintendents or any other management employee does not count as appropriate supervision.
2) If an apprentice or trainee is found unsupervised:
    a. Employer will be contacted by phone and mail.
    b. Restitution to meet the Davis-Bacon wage determination for hours worked will be required.
    c. Non-compliance can and will hold up further payouts.

# INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347

WH-347 (PDF) OMB Control No. 1235-0008, Expires 01/31/2015.

**General:** Form WH-347has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

**Contractor or Subcontractor:** Fill in your firm's name and check appropriate box.

**Address:** Fill in your firm's address.

**Payroll No.:** Beginning with the number "1", list the payroll number for the submission.

**For Week Ending:** List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

**Column 3 - Work Classifications:** List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract

specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

**Column 6 - Rate of Pay (Including Fringe Benefits):** In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "$12.25/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a Federally assisted construction project during a week in which $420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

**Column 9 - Net Wages Paid for Week:** Self-explanatory.

**Totals** - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

**Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits:** If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

**Contractors who pay no fringe benefits:** If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

**Use of Section 4(c), Exceptions**
Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

---

**Public Burden Statement:** We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.,Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file.

For example, move your mouse curser over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

SAMPLE SAMPLE

**U.S. Department of Labor**
Wage and Hour Division

# PAYROLL

**(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)**

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

| NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☑ | ADDRESS | PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO. |
|---|---|---|---|---|---|
| Jones Construction Company | 123 Main Street, Town, IL 60000 | 1 - Initial | 04/12/2013 | Non-Profit Agency New Facility Construction, Town, IL | CD13-01 |

| (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT. OR ST. | (4) DAY AND DATE: S 7 / M 8 / T 9 / W 10 / T 11 / F 12 / S 13 — HOURS WORKED EACH DAY | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS: FICA | WITH-HOLDING TAX | Union Dues | | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| John Doe ###-##-1234<br>12 Any Street, Town, IL | 2 | CARPENTER<br>JOURNEYMAN<br>CARP0555-005 | O | | | | $1,079.52 | $74.20 | $106.00 | $31.80 | | | $212.00 | $867.52 |
| | | | S | 8.00 8.00 6.00 4.00 | 26.00 | 41.52 0.00 | | | | | | | | |
| John Doe ###-##-1234<br>12 Any Street, Town, IL | 2 | LABORER<br>Group #1<br>LABO0002-003 | O | | | | $492.80 | $34.50 | $49.28 | $13.55 | | | $97.33 | $395.47 |
| | | | S | 2.00 4.00 8.00 | 14.00 | 35.20 0.00 | | | | | | | | |
| Thomas Terrific ###-##-5678<br>13 Any Street, Town, IL | 1 | CARPENTER<br>APPRENTICE | O | | | | $427.00 | $29.89 | $64.05 | $12.81 | | | $106.75 | $320.25 |
| | | | S | 8.00 8.00 | 14.00 | 30.50 0.00 | $427.00 | | | | | | | |
| William Worker ###-##-9123<br>14 Any Street, Town, IL | 2 | LABORER<br>Group #1<br>LABO0002-003 | O | 2.00 1.00 | 3.00 | $52.80 | $1,566.40 | $109.60 | $156.64 | $43.07 | | | $309.31 | $1,257.09 |
| | | | S | 8.00 8.00 8.00 8.00 8.00 | 40.00 | 35.20 0.00 | $1,566.40 | | | | | | | |
| James Smart ###-##-4567<br>15 Any Street, Town, IL | 0 | LABORER<br>Group #1<br>LABO0002-003 | O | | | | $2,266.00 | $158.62 | $453.20 | | | | $611.82 | $1,654.18 |
| | | | S | 8.00 8.00 8.00 8.00 8.00 | 40.00 | 35.20 0.00 | $2,266.00 | | | | | | | |
| Samuel Jones ###-##-8912<br>16 Any Street, Town, IL | 0 | OWNER | O | | | | | | | | | | | |
| | | | S | 8.00 8.00 | 16.00 | | | | | | | | | |
| | | | O | | | | | | | | | | | |
| | | | S | | | | | | | | | | | |
| | | | O | | | | | | | | | | | |
| | | | S | | | | | | | | | | | |

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210.



*Federal Requirements*
- 53 -

-SAMPLE-

Date 04/13/2013

I, Samuel Jones (Name of Signatory Party) Owner / President (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Jones Construction Company (Contractor or Subcontractor) on the

Non-Profit Agency New Facility Construction (Building or Work); that during the payroll period commencing on the

7 day of April, 2013, and ending the 13 day of April, 2013,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Jones Construction Company (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

See Deductions column in this payroll

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☑ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

-SAMPLE-

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|---|---|
| James Smart - Laborer | Probationary Employee, not yet qualified for pension/welfare benefits - $56.65 hourly rate |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

REMARKS:

| NAME AND TITLE | SIGNATURE |
|---|---|
| Samuel Jones, Owner / President | Samuel Jones |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

-SAMPLE-

**U.S. Department of Labor**
Wage and Hour Division

# PAYROLL

**(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)**

*Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.*

U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

| NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS | |
|---|---|---|
| PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION / PROJECT OR CONTRACT NO. |

| (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT. OR ST. | (4) DAY AND DATE / HOURS WORKED EACH DAY | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS: FICA | WITH-HOLDING TAX | | | OTHER | TOTAL DEDUCTIONS | (9) NET WAGES PAID FOR WEEK |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | O | | | | | | | | | | | |
| | | | S | | | | | | | | | | | |
| | | | O | | | | | | | | | | | |
| | | | S | | | | | | | | | | | |
| | | | O | | | | | | | | | | | |
| | | | S | | | | | | | | | | | |
| | | | O | | | | | | | | | | | |
| | | | S | | | | | | | | | | | |
| | | | O | | | | | | | | | | | |
| | | | S | | | | | | | | | | | |
| | | | O | | | | | | | | | | | |
| | | | S | | | | | | | | | | | |
| | | | O | | | | | | | | | | | |
| | | | S | | | | | | | | | | | |

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210.

*Federal Requirements*
- 45 -

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____: that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.



(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

REMARKS:

| NAME AND TITLE | SIGNATURE |
|---|---|
| | |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

# Federal Wage Decision

(will be provided to you for inclusion in the Bid Specification Manual at the time the Manual is approved by CDC staff)

Please be advised, the included federal wage decision is being provided as a courtesy. The federal wage decisions are updated weekly and the most current versions can be obtained at https://sam.gov/content/wage-determinations

This wage decision is subject to change pending modification by the Department of Labor. The actual wages that must be paid will be "locked" at bid opening based on the most current wage decision, and provided a contract is awarded within 90 days of bid opening, and construction is started within 90 days of contract award.

"General Decision Number: IL20250011 01/03/2025

Superseded General Decision Number: IL20240011

State: Illinois

Construction Types: Heavy and Highway

Counties: Boone, De Kalb, Du Page, Kane, Kendall, Lake, McHenry and Will Counties in Illinois.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (does not include landscape projects).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract.<br>. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract.<br>. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/03/2025

CARP0555-003 06/01/2022

DUPAGE ANE LAKE COUNTIES

| | Rates | Fringes |
|---|---|---|
| CARPENTER | | |
| Building | $ 52.01 | 38.85 |
| Heavy & Highway | $ 52.01 | 38.85 |

---

CARP0555-008 06/01/2020

WILL COUNTY

| | Rates | Fringes |
|---|---|---|
| Carpenter and Piledriver | $ 49.76 | 38.26 |

---

CARP0555-011 06/01/2022

KANE, McHENRY (North of Hwy 52), AND KENDALL COUNTIES

| | Rates | Fringes |
|---|---|---|
| Carpenter and Piledriver | $ 52.01 | 38.86 |

---

CARP0790-003 05/01/2024

DE KALB COUNTY

| | Rates | Fringes |
|---|---|---|
| CARPENTER | $ 47.60 | 37.12 |

---

CARP0790-004 05/01/2024

CARROLL, JO DAVIESS, LEE, OGLE (Oregon and South thereof), STEPHENSON, and WHITESIDE COUNTIES

| | Rates | Fringes |
|---|---|---|
| CARPENTER | $ 47.60 | 37.12 |

---

CARP0792-003 05/01/2024

BOONE COUNTY

| | Rates | Fringes |
|---|---|---|
| CARPENTER | $ 50.00 | 34.72 |

---

ELEC0009-002 05/26/2024

WILL COUNTY

| | Rates | Fringes |
|---|---|---|
| Line Construction | | |
| Groundman | $ 48.44 | 60.05% |
| Lineman and Equipment Operator | $ 62.10 | 60.05% |

---

ELEC0117-001 06/03/2024

KANE (Northern Half) and McHENRY (All) COUNTIES

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 55.99 | 41.00 |

---

ELEC0150-001 06/03/2024

LAKE COUNTY

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 48.28 | 72.47%+15.47 |

---

ELEC0176-011 06/01/2023

WILL COUNTY

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 52.00 | 45.01 |

---

ELEC0196-001 03/06/2023

BOONE, DEKALB, DUPAGE, KANE, KENDALL, LAKE, and MCHENRY COUNTIES

| | Rates | Fringes |
|---|---|---|
| Line Construction | | |
| Equipment Operator | $ 49.22 | 34%+7.00+A |
| Groundman Truck Driver | $ 39.19 | 34%+7.00+A |
| Groundman | $ 37.81 | 34%+7.00+A |
| Lineman, Substation | | |
| Technician, Cable Splicing | | |
| Technician, Digger | | |
| Operator, Crane Operator | | |
| 20 tons and above, and | | |
| Signal Technician | $ 59.17 | 34%+7.00+A |

FOOTNOTE: A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, and Thanksgiving Day

---

ELEC0364-003 06/03/2024

BOONE (All) & DEKALB (Remainder) COUNTIES

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 58.00 | 42.48 |

---

ELEC0461-006 06/03/2024

DEKALB (Sandwich TWP), KANE (Southern Half) & KENDALL (All) COUNTIES

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 57.32 | 41.10 |

---

ELEC0701-001 06/03/2019

DUPAGE COUNTY

| | Rates | Fringes |
|---|---|---|
| ELECTRICIAN | $ 41.00 | 105.86% |

---

ENGI0150-015 06/01/2024

BOONE and DE KALB COUNTIES

| | Rates | Fringes |
|---|---|---|
| OPERATOR: Power Equipment | | |
| Group 1 | $ 52.40 | 49.50 |
| Group 2 | $ 51.85 | 49.50 |
| Group 3 | $ 50.55 | 49.50 |
| Group 4 | $ 49.10 | 49.50 |
| Group 5 | $ 47.65 | 49.50 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant; Asphalt Heater and Planer combination; Asphalt Spreader; Asphalt Silo Tender; Autograder, GOMACO or similar; Belt Loader; Caisson Rigs; Car Dumper, Central Redi-Mix Plant; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket with attachments); Backhoe with Shear attachment; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco and machines of a like nature; Creter Crane; Crusher, stone; Derricks; Derrick Boats; Derricks, traveling; Dredges; Field Mechanic Welder; Formless Curb and Gutter Machine; Gradall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted; Hoists, one, two, and three Drum; Hydraulic Backhoes; Locomotive, all Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drill truck mounted; Roto Mill Grinder, 36"" and over; Roto Mill Grinder, less than 36""; Slip- Form Paver; Soil Test Drill Rig, truck mounted; Straddle Buggies; GCI Crane and similar; Hydraulic Telescoping Form (tunnel); Tie Back MAchine; Tractor Drawn Belt Loader: Tractor Drawn Belt Loader with attached Pusher; Tractor with boom; Tractaire with attachment; Traffic Barrier Conveyor Machine; Raised or Blind Hoe Drill (Tunnel & Shaft); Trenching Machine; Truck Mounted Concrete Pump with boom; Truck mounted Concrete Conveyor; Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator & Widener (Apsco)

GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket with attachments; Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine, Burlap Machine; Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or similar type); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Locomotives, Dinky; Pump

Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip- Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Pipe Jacking Machines; Post- hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (1 to 5); Pumps, over 3"" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches; Bobcats up to and including .75 cu yd

GROUP 5: Oilers

PREMIUM PAY:

Long Boom :
Cranes & Derricks 90' to 150' including jib receive an extra $.50 per hour. Cranes & Derricks over 150' including jib receive an extra $.50 per hour plus an additional $.10 for each additional 10' of boom or jib.

Capacity Pay: Cranes & Derricks with maximum capacity exceeding 50 ton with less than 90' of boom or jib shall be compensated $.01 per hour for each ton of the rated capacity in excess of 50 ton.

Long Boom pay and Capacity pay cannot be combined.

Crane mounted earth auger, raised and blind hole drills, and truck mounted drill rigs receive an extra $.50 per hour.

Creter Cranes:
When the Creter Crane is equipped with a conveyor system capable of extending 70' or more, the engineer shall receive an extra $.50 per hour.

Truck Mounted Concrete Pumps:
When the Truck Mounted Concrete Pump is equipped with a boom, which is capable of extending 90' or more, the engineer shall receive $.50 per hour extra.

Truck Mounted Concrete Conveyor:
Truck Mounted Concrete Conveyors equipped with conveyors that are capable of extending 90' or more, the engineer shall

receive an extra $.50 per hour.

Underground Work:
Employees working in tunnels, shafts, etc. shall be paid an additional $.40 per hour. Employees working under air pressure 1/2 pound to 7 pounds shall receive an additional $.50 per hour. Employees working under air pressure of 7 pounds or over shall receive $.65 per hour more.

Mining Machines- Boring Machines:
The crew operating and maintaining the Mining Machines shall be compensated an additional $.50 per hour.

---

ENGI0150-024 06/01/2024

DUPAGE, KANE, KENDALL, LAKE, McHENRY, and WILL COUNTIES

| | Rates | Fringes |
|---|---|---|
| OPERATOR: Power Equipment | | |
| GROUP 1 | $ 59.00 | 49.20 |
| GROUP 2 | $ 58.45 | 49.20 |
| GROUP 3 | $ 56.40 | 49.20 |
| GROUP 4 | $ 55.00 | 49.20 |
| GROUP 5 | $ 53.80 | 49.20 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor ($1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36"" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, (less than 1

cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add $1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add $1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3"" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

---

IRON0001-014 06/01/2024

DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock, and East thereof) COUNTIES

| | Rates | Fringes |
|---|---|---|
| IRONWORKER | | |
| Sheeter | $ 59.51 | 45.10 |
| Structural and Reinforcing | $ 59.26 | 45.10 |

---

IRON0063-003 06/01/2024

LAKE, DUPAGE (Eastern 1/4) and McHENRY (HEBRON, WOODSTOCK &

EAST THEREOF) COUNTIES

| | Rates | Fringes |
|---|---|---|
| IRONWORKER, ORNAMENTAL | $ 57.51 | 42.81 |

IRON0393-003 06/01/2021

DEKALB (SOUTHEASTERN 2/3 including Sycamore and Dekalb), DUPAGE (REMAINDER), KANE, KENDALL (NORTHERN PART), and MCHENRY (SOUTHEAST 1/4) COUNTIES

| | Rates | Fringes |
|---|---|---|
| IRONWORKER | $ 48.83 | 39.84 |

IRON0444-006 06/01/2022

KENDALL (Southern Part) and WILL COUNTIES

| | Rates | Fringes |
|---|---|---|
| IRONWORKER | $ 47.80 | 42.50 |

IRON0498-003 06/01/2021

BOONE, DEKALB (EXCEPT Southeast), and MCHENRY (Northwest) COUNTIES

| | Rates | Fringes |
|---|---|---|
| IRONWORKER | $ 41.37 | 44.41 |

LABO0002-004 06/01/2022

DUPAGE COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER (SEWER CONSTRUCTION) | | |
| GROUP 1 | $ 47.40 | 33.16 |
| GROUP 2 | $ 47.53 | 33.16 |
| GROUP 3 | $ 47.63 | 33.16 |
| GROUP 4 | $ 47.75 | 33.16 |
| GROUP 5 | $ 47.40 | 33.16 |

LABORER CLASSIFICATIONS

GROUP 1: Signalmen Top Laborers, and all other Laborers not Mentioned.

GROUP 2: Concrete Laborers; Steel Setters.

GROUP 3: Cement Carriers; Cement Mixers; Concrete Repairmen; Mortar Men; Scaffold Men; and Second Bottom Men.

GROUP 4: Bottom Men; Bracers-Bracing; Bricklayer's Tender; Catch Basin Digger; Drainlayer; Dynamiter; Form Men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welders & Burners; Well Point System Men.

GROUP 5: Asbestos Abatement Laborers, Toxic and Hazardous

Waste Removal Laborers & Dosimeter use (any device) Monitoring Nuclear Exposure.

---

LABO0002-009 06/01/2022

DU PAGE COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER (Compressed Air) | | |
| 0 - 15 lbs | $ 48.40 | 33.16 |
| 16 - 20 lbs | $ 48.90 | 33.16 |
| 21 - 26 lbs | $ 49.40 | 33.16 |
| 27 - 33 lbs | $ 50.40 | 33.16 |
| 34 lbs and over | $ 51.40 | 33.16 |
| LABORER (Tunnel and Sewer) | | |
| GROUP 1 | $ 47.40 | 33.16 |
| GROUP 2 | $ 47.53 | 33.16 |
| GROUP 3 | $ 47.63 | 33.16 |
| GROUP 4 | $ 47.75 | 33.16 |
| GROUP 5 | $ 47.40 | 33.16 |

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skinners; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

---

LABO0032-007 05/01/2024

DE KALB COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| General Laborer | $ 44.59 | 36.11 |
| Skilled Laborer | $ 47.94 | 36.11 |

LABORER CLASSIFICATIONS

General Laborer: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Bumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Material Checker, Landscaper, Unloading Explosives, Laying of Sod, Planting of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fire-proofing, Driving Stakes, Stringlines for All Machinery, Window Cleaning, Demolition Worker, Explosive Handling, Trimming & Removal of Trees, Multi-Plate Pipe, Pilot Cars for Traffic Control, Power Rigging

Skilled Laborer: Asbestos Abatement Worker; Hazardous Waste Worker Handling any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used For Wet Concrete or Handling of Building Materials, Laborers With De-Watering Systems, Sewer Workers Plus Depth, Vibrator Operator; Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing, Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker Plus Depth, Gunnite Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man On Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons with Hot Material or Where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporart Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

---

LABO0075-002 06/01/2022

WILL COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| GROUP 1 | $ 47.40 | 33.16 |

| | | |
|---|---|---|
| GROUP 2 | $ 47.75 | 33.16 |
| GROUP 3 | $ 47.40 | 33.16 |
| GROUP 4 | $ 47.75 | 33.16 |
| GROUP 5 | $ 47.60 | 33.16 |
| GROUP 6 | $ 47.75 | 33.16 |
| GROUP 7 | $ 47.60 | 33.16 |

LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipe layers and multiple concrete duct or any other type of pipe used, on public utility work (ground level to 8 feet); Pumpcrete pipe handlers

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airport runaways, and radii (any type of form) stringline men for all aforementioned work; Wagon and tower drillers on land and floating plant used on dredging;

Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborers

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air blow pipemen; Torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes); All bottom men on sewer work-all sewer and drain pipelayers-multiple concrete duct or any other type of pipe used on public utility work-8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swinging-suspended or any type or make of scaffolds, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators-any type-8 feet or more below ground level

GROUP 5 - Gunnite nozzle men; Caisson laborers and all tamping hammers from 150 lbs and over; from 15 feet below ground level down to 50 feet; and all laborers working inside of a sphere or any type of tank for every additional 50 feet or part thereof above 100 feet in height

GROUP 6 - All underground cavern laborers; Caisson laborers 50 feet or more below ground level; Laborers working under radio active conditions (suiting up); Blasting men (Powdermen)

GROUP 7 - Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer; and chimney and silo laborers for every additional 50 feet or any part thereof above 100 feet high

---

LABO0149-002 06/01/2022

BOONE, KANE, KENDALL, AND McHENRY COUNTIES

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| GROUP 1 | $ 47.40 | 33.16 |
| GROUP 2 | $ 47.68 | 33.16 |
| GROUP 3 | $ 47.68 | 33.16 |
| GROUP 4 | $ 47.68 | 33.16 |
| GROUP 5 | $ 47.63 | 33.16 |
| GROUP 6 | $ 47.75 | 33.16 |
| GROUP 7 | $ 47.75 | 33.16 |
| GROUP 8 | $ 47.40 | 33.16 |
| GROUP 9 | $ 48.40 | 33.16 |

LABORER CLASSIFICATIONS

GROUP 1: Common laborer, Asphalt laborer, Asphalt plant laborer, Striping laborer, Clipper type concrete saw, Self-propelled saws

GROUP 2: Air tampers & Vibrators

GROUP 3: Mortar & Concrete mixers

GROUP 4: Stringline & form setter; Torchman (demolition), Sheeting & Cribbing, Black top rakers & lutemen, Machine screwmen

GROUP 5: Chain saw man, Jackhammer man, Drillman, Concrete breaders & air spade,

GROUP 6: Tunnel laborers, Tile layers & bottom men

GROUP 7: Caisson diggers, Dynamiters

GROUP 8: Flagman

GROUP 9: Asbestos apatement laborers, Toxic & hazardous waste removal laborers & Dosimeter (any device) monitoring nuclear exposure

---

LABO0152-003 06/01/2022

LAKE COUNTY

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| GROUP 1 | $ 47.40 | 33.16 |
| GROUP 2 | $ 47.48 | 33.16 |
| GROUP 3 | $ 47.40 | 33.16 |
| GROUP 4 | $ 47.63 | 33.16 |
| GROUP 5 | $ 47.60 | 33.16 |
| GROUP 6 | $ 47.60 | 33.16 |

LABORER CLASSIFICATIONS

GROUP 1: General laborers; Asphalt

GROUP 2: Cement gun laborers

GROUP 3: Asphalt Tampers and Smoothers

GROUP 4: Rakers and Lutemen; Machine screwman; Kettlemen; Mixermen, Drum-Men; Jackhammermen (Asphalt); Mite Box Spreaders; Laborers on birch overman and similar spreader equipment; Laborers on apsco; Laborers on Air Compressors; Paving Form Setters; Jackhammerman (Concrete); Power Drive Concrete Saws

GROUP 5: Cement Gun Nozzle (Gunite)

GROUP 6: Asbestos abatement laborers; Toxic and hazardous waste removal laborers; Dosimeter (any device monitoring nuclear exposure)

---

PAIN0014-003 06/01/2024

LAKE and WILL COUNTIES

| | Rates | Fringes |
|---|---|---|
| PAINTER: Brush Only | $ 53.05 | 33.91 |

---

PAIN0030-001 06/01/2024

DE KALB, DU PAGE, KANE, KENDALL AND MCHENRY COUNTIES

| | Rates | Fringes |
|---|---|---|
| PAINTER<br>Brush, Drywall<br>Taper/Finisher,<br>Sandblaster, and Spray | $ 53.05 | 27.63 |

PAIN0030-004 06/01/2024

BOONE, JO DAVIESS, LEE, OGLE, STEPHENSON AND WINNEBAGO COUNTIES

| | Rates | Fringes |
|---|---|---|
| PAINTER<br>Brush, Roller, Spray,<br>Sandblasting, Paperhanger,<br>Drywall Finishing, Taper,<br>and Spray Structural Steel | $ 45.15 | 29.41 |

PLAS0011-002 06/01/2023

WILL COUNTY

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | $ 46.25 | 45.10 |

PLAS0011-008 06/01/2023

DE KALB, KANE, KENDALL, AND McHENRY COUNTIES

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | $ 50.70 | 40.60 |

PLAS0011-013 06/01/2023

LAKE COUNTY

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | $ 48.50 | 42.82 |

PLAS0011-015 06/01/2023

BOONE COUNTY

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | $ 41.03 | 36.39 |
| PLASTERER | $ 37.90 | 37.66 |

PLAS0803-001 08/01/2010

DUPAGE COUNTY

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER | $ 38.00 | 24.03 |

TEAM0179-002 06/01/2024

KENDALL and WILL COUNTIES

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| 2 or 3 Axle Trucks | $ 44.82 | 0.25+a |
| 4 Axle Trucks | $ 44.97 | 0.25+a |
| 5 Axle Trucks | $ 45.17 | 0.25+a |
| 6 Axle Trucks | $ 45.37 | 0.25+a |

FOOTNOTES:
a. $1055.60 per week.
b. Lowboy rate based on number of axles

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

---

TEAM0301-001 06/01/2024

LAKE AND MCHENRY COUNTIES

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| 2-3 AXLES | $ 44.54 | 13.40+a |
| 4 AXLES | $ 44.69 | 13.40+a |
| 5 AXLES | $ 44.89 | 13.40+a |
| 6 AXLES | $ 45.09 | 13.40+a |

FOOTNOTES:
a.$500.00 per week pension.
b. Lowboy is an additional $1.50 per hour

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic;

Self-loading equipment like P.B. and trucks with scoops on the front

---

TEAM0325-004 06/01/2024

BOONE and WINNEBAGO COUNTIES

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| 2 - 3 Axles | $ 45.47 | 25.70 |
| 4 Axles | $ 45.62 | 25.70 |
| 5 Axles | $ 45.82 | 25.70 |
| 6 Axles | $ 45.93 | 25.70 |

FOOTNOTE: An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forkl Lifts and Hoisters; Helpers;
Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers
Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation
Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional $0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more
*Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be $2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice;
Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

---

TEAM0330-002 06/01/2024

DEKALB COUNTY

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| 2-3 AXLES | $ 43.43 | 0.25+a |
| 4 AXLES | $ 43.58 | 0.25+a |
| 5 AXLES | $ 43.78 | 0.25+a |
| 6 AXLES | $ 43.98 | 0.25+a |

FOOTNOTE: a. $1112.34 per week

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on

the front

---

TEAM0673-003 06/01/2024

DU PAGE and KANE COUNTIES

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| 2-3 AXLES | $ 44.06 | 0.25+a |
| 4 AXLES | $ 44.21 | 0.25+a |
| 5 AXLES | $ 44.41 | 0.25+a |
| 6 AXLES | $ 44.61 | 0.25+a |

FOOTNOTE: a.

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Low-Boy is an additional $1.50 per hour
Health and Welfare: $453.20 per week
Penson: $589.90 per week

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;

Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

---

TEAM0731-002 04/01/2023

| | Rates | Fringes |
|---|---|---|
| Traffic Control Device Monitor<br>TRAFFIC SAFETY WORKER:<br>Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment..... | $ 40.10 | 20.95 |

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

---

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

---

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

==========

END OF GENERAL DECISION"

"General Decision Number: IL20250020 01/03/2025

Superseded General Decision Number: IL20240020

State: Illinois

Construction Types: Building Landscape, Heavy Landscape, Highway Landscape and Residential Landscape

Counties: Boone, Cook, De Kalb, Du Page, Grundy, Henry, Kane, Kankakee, Kendall, Lake, McHenry, McLean, Ogle, Peoria, Rock Island, Tazewell, Will, Winnebago and Woodford Counties in Illinois.

LANDSCAPING WORK ON BUILDING, RESIDENTIAL, HEAVY AND HIGHWAY CONSTRUCTION PROJECTS.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | . Executive Order 14026 generally applies to the contract.<br>. The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | . Executive Order 13658 generally applies to the contract.<br>. The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

http://www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/03/2025 |

ENGI0150-013 06/01/2024

BUILDING AND HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

BOONE, COOK, DUPAGE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, AND WILL COUNTIES

| | Rates | Fringes |
|---|---|---|
| Operators: | $ 37.55 | 9.50+A+B |

Includes Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger;Hydraulic Boom with Clam;Log Skidder; Sttraw Blower and Seeder; Stump Machine;Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others

FOOTNOTE:

A. Health and Welfare contribution is $1,780.00 per month.

B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day provided that all such employees shall have in fact worked their regularly scheduled work day immediately preceding and the regularly scheduled work day immediately succeeding the occurrence of such holiday.

---

ENGI0150-023 06/01/2024

HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

HENRY, MCLEAN, OGLE, PEORIA, ROCK ISLAND, TAZEWELL, WINNEBAGO, and WOODFORD COUNTIES

| | Rates | Fringes |
|---|---|---|

Operators:.....$ 37.55 9.50+A+B
Includes the following: Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger;Hydraulic Boom with Clam;Log Skidder; Sttraw Blower and Seeder; Stump Machine;Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others

FOOTNOTE:

A. Health and Welfare contribution is $1,780.00 per month.

B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day provided that all such employees shall have in fact worked their regularly scheduled work day immediately preceding and the regularly scheduled work day immediately succeeding the occurrence of such holiday.

---

LABO0032-004 05/01/2024

HIGHWAY CONSTRUCTION

WINNEBAGO COUNTY

| | Rates | Fringes |
|---|---|---|
| Landscape Laborer | $ 44.59 | 36.11 |

---

LABO0362-003 05/01/2018

HIGHWAY CONSTRUCTION

MCLEAN COUNTY

| | Rates | Fringes |
|---|---|---|
| Landscape Laborer | $ 31.08 | 24.43 |

---

LABO0751-004 05/01/2021

HIGHWAY CONSTRUCTION

KANKAKEE COUNTY

| | Rates | Fringes |
|---|---|---|
| Landscape Laborer | $ 39.44 | 32.54 |

---

LABO0852-004 05/01/2006

HIGHWAY CONSTRUCTION

ROCK ISLAND AND HENRY COUNTIES

| | Rates | Fringes |
|---|---|---|
| Landscape Laborer | $ 21.94 | 12.79 |

---

LABO0996-004 05/01/2018

HIGHWAY CONSTRUCTION

PEORIA, TAZEWELL, AND WOODFORD COUNTIES

| | Rates | Fringes |
|---|---|---|
| Landscape Laborer | $ 32.73 | 23.74 |

---

TEAM0026-005 05/01/2024

MCLEAN (South of a straight line from where Route 24 intersects the Woodford County line in a Southeast direction to the South Southwest corner of Livingston County) COUNTY

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| Group 1 | $ 43.24 | 24.27 |
| Group 2 | $ 43.83 | 24.27 |
| Group 3 | $ 44.10 | 24.27 |
| Group 4 | $ 44.49 | 24.27 |
| Group 5 | $ 45.59 | 24.27 |

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hualing more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combiation units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

---

TEAM0179-004 06/01/2024

GRUNDY, KENDALL, MCLEAN (North of a straight line starting at the intersection of McLean-Woodford Counties line & Route 24 in a Southeastern direction to the South Southwest corner of Livingston County), WILL, and WOODFORD (Northeast corner east of Route 51/251 & North of Route 24) COUNTIES

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| 2-3 AXLES | $ 44.82 | 0.25+a |
| 4 AXLES | $ 44.97 | 0.25+a |
| 5 AXLES | $ 45.17 | 0.25+a |
| 6 AXLES | $ 45.37 | 0.25+a |

FOOTNOTES:
a. $1055.60 per week.
b. Lowboy rate based on number of axles

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

---

TEAM0179-008 06/01/2024

KANKAKEE COUNTY

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| 2 or 3 axles | $ 44.82 | 0.25+a |
| 4 axles | $ 44.97 | 0.25+a |
| 5 axles | $ 45.17 | 0.25+a |
| 6 axles | $ 45.37 | 0.25+a |

FOOTNOTES:
a. $1055.60 per week.

Low-Boy work classification is an additional $1.50 per hour

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

---

TEAM0301-001 06/01/2024

LAKE AND MCHENRY COUNTIES

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| 2-3 AXLES | $ 44.54 | 13.40+a |
| 4 AXLES | $ 44.69 | 13.40+a |
| 5 AXLES | $ 44.89 | 13.40+a |
| 6 AXLES | $ 45.09 | 13.40+a |

FOOTNOTES:
a.$500.00 per week pension.
b. Lowboy is an additional $1.50 per hour

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks

with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

---

TEAM0325-004 06/01/2024

BOONE and WINNEBAGO COUNTIES

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| 2 - 3 Axles | $ 45.47 | 25.70 |
| 4 Axles | $ 45.62 | 25.70 |
| 5 Axles | $ 45.82 | 25.70 |
| 6 Axles | $ 45.93 | 25.70 |

FOOTNOTE: An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forkl Lifts and Hoisters; Helpers;
Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers
Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation
Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional $0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more
*Mechanic*Truck Welder and Truck Painter; *Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be $2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice;
Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

---

TEAM0330-004 06/01/2024

DEKALB and OGLE (North of Route 72/East of Route 251, Adeline, Byron, Creston, Dement, Forreston North of Route 72, Leaf River North of Route 72, Lynnville, Monroe, Rochelle, & Scott) COUNTIES

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| 2-3 AXLES | $ 43.43 | 0.25+a |
| 4 AXLES | $ 43.58 | 0.25+a |
| 5 AXLES | $ 43.78 | 0.25+a |
| 6 AXLES | $ 43.98 | 0.25+a |

FOOTNOTE: a. $1112.34 per week

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in

areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

---

TEAM0371-004 05/01/2024

HENRY and ROCK ISLAND COUNTIES

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| Group 1 | $ 43.31 | 24.56 |
| Group 2 | $ 43.89 | 24.56 |
| Group 3 | $ 44.21 | 24.56 |
| Group 4 | $ 44.56 | 24.56 |
| Group 5 | $ 45.67 | 24.56 |

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hualing more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combiation units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

---

TEAM0627-004 05/01/2024

PEORIA, TAZEWELL, and WOODFORD COUNTIES

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| Group 1 | $ 43.24 | 24.27 |
| Group 2 | $ 43.83 | 24.27 |
| Group 3 | $ 44.10 | 24.27 |
| Group 4 | $ 44.49 | 24.27 |
| Group 5 | $ 45.59 | 24.27 |

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up

trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hualing more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combiation units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

---

TEAM0673-003 06/01/2024

DU PAGE and KANE COUNTIES

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| 2-3 AXLES | $ 44.06 | 0.25+a |
| 4 AXLES | $ 44.21 | 0.25+a |
| 5 AXLES | $ 44.41 | 0.25+a |
| 6 AXLES | $ 44.61 | 0.25+a |

FOOTNOTE: a.

An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Low-Boy is an additional $1.50 per hour
Health and Welfare: $453.20 per week
Penson: $589.90 per week

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;
Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

---

TEAM0722-005 05/01/2024

OGLE (North of Route 72/East of Route 251) COUNTY

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| Group 1 | $ 43.24 | 24.27 |
| Group 2 | $ 43.83 | 24.27 |
| Group 3 | $ 44.10 | 24.27 |
| Group 4 | $ 44.49 | 24.27 |
| Group 5 | $ 45.59 | 24.27 |

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hualing more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combiation units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

---

TEAM0731-001 06/01/2024

COOK COUNTY - HEAVY AND HIGHWAY

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| 2 or 3 Axles | $ 43.45 | 29.49 |
| 4 Axles | $ 43.70 | 29.49 |
| 5 Axles | $ 43.90 | 29.49 |
| 6 Axles | $ 44.10 | 29.49 |

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Low-Boy is an additional $1.50 per hour
Health and Welfare: $448.80 per week
Pension: $562.80 per week

---

TEAM0786-001 06/01/2024

COOK COUNTY - BUILDING AND RESIDENTIAL

| | Rates | Fringes |
|---|---|---|
| TRUCK DRIVER | | |
| 2 & 3 Axles | $ 52.05 | 0.25+a |
| 4 Axles | $ 52.31 | 0.25+a |
| 5 Axles | $ 52.53 | 0.25+a |
| 6 Axles | $ 52.74 | 0.25+a |

FOOTNOTES:

a. An additional $.20 per axle shall be paid for all vehicles with more than six (6) axles.

Low-Boy work classification is an additional $1.50 per hour.
Health and Welfare: $433.00 per week
Pension: $400 per week.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

---

SUIL1993-001 01/19/1993

BUILDING CONSTRUCTION (LANDSCAPE WORK):

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, & WILL COUNTIES | | |
| LANDSCAPE LABORERS | $ 7.25 ** | |
| COOK COUNTY | | |
| LANDSCAPE LABORERS | $ 7.25 ** | |
| LANDSCAPE PLANTSMAN | $ 9.80 ** | 1.82 |
| DE KALB COUNTY | | |
| LANDSCAPE LABORERS | $ 7.25 ** | |
| LANDSCAPE OPERATORS | $ 7.25 ** | |
| LANDSCAPE PLANTSMAN | $ 9.66 ** | .26 |
| DU PAGE COUNTY | | |
| LANDSCAPE LABORERS | $ 7.25 ** | |
| LANDSCAPE PLANTSMAN | $ 9.04 ** | 1.16 |
| GRUNDY, LAKE & WILL COUNTIES | | |
| LANDSCAPE DRIVER 2 & 3 | | |
| Axles | $ 11.86 ** | 2.81 |
| LANDSCAPE PLANTSMAN | $ 12.00 ** | 3.32 |

---

SUIL1993-002 01/19/1993

HEAVY CONSTRUCTION (LANDSCAPE WORK)

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| BOONE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY & WILL COUNTIES: | | |
| LANDSCAPE DRIVER, 2 & 3 | | |
| AXLES | $ 11.94 ** | 2.42 |
| LANDSCAPE LABORERS | $ 7.25 ** | |
| LANDSCAPE OPERATORS | $ 13.11 ** | 3.01 |
| LANDSCAPE PLANTSMAN | $ 9.73 ** | 2.05 |
| COOK COUNTY: | | |
| LANDSCAPE DRIVER, 2 & 3 | | |
| AXLES | $ 9.93 ** | 1.89 |
| LANDSCAPE LABORERS | $ 7.25 ** | |
| LANDSCAPE OPERATORS | $ 10.98 ** | 2.12 |
| LANDSCAPE PLANTSMAN | $ 10.08 ** | 2.06 |
| DE KALB COUNTY: | | |
| LANDSCAPE LABORERS | $ 7.25 ** | |
| LANDSCAPE OPERATORS | $ 7.25 ** | |
| LANDSCAPE PLANTSMAN | $ 9.66 ** | .26 |
| DU PAGE COUNTY: | | |
| LANDSCAPE DRIVER, 2 & 3 | | |
| AXLES | $ 8.32 ** | 1.02 |
| LANDSCAPE LABORERS | $ 7.25 ** | |
| LANDSCAPE OPERATORS | $ 10.75 ** | |
| LANDSCAPE PLANTSMAN | $ 10.65 ** | |

---

SUIL1993-003 01/19/1993

HIGHWAY CONSTRUCTION (LANDSCAPE WORK):

| | Rates | Fringes |
|---|---|---|
| LABORER | | |
| DE KALB COUNTY | | |

| | | | |
|---|---|---|---|
| LANDSCAPE LABORERS | $ 7.25 | ** | |
| LANDSCAPE OPERATORS | $ 7.25 | ** | |
| LANDSCAPE PLANTSMAN | $ 9.66 | ** | .26 |
| KANKAKEE COUNTY: | | | |
| LANDSCAPE DRIVER | $ 8.75 | ** | .17 |
| LANDSCAPE OPERATOR | $ 16.57 | ** | 3.56 |
| PEORIA, TAZEWELL, & WOODFORD COUNTIES: | | | |
| TRUCK DRIVERS 2 & 3 AXLES | $ 17.58 | ** | 5.88 |

---

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.75) or 13658 ($13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

---

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which

the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

---

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210.

==========

END OF GENERAL DECISION"

ADVERTISEMENT FOR BIDS

Village of Bensenville

12 S. Center Street

Bensenville, IL 60106

Separate sealed BIDS for the construction of Argyle and Twin Oaks Roadway and Water Main Improvements, which consists of the installation of approximately 845 lineal feet (LF) of 8" ductile iron water main, 1,030 lineal feet of RCP storm sewer, and resurfacing approximately 610 LF of Argyle St, 500 LF of Twin Oaks St, and related appurtenances will be received by Village of Bensenville, 12 S. Center Street, Bensenville, IL 60106 until 11:00 a.m., local time, February 11, 2025, and then at said office publicly opened and read aloud.

**NOTICE: FEDERAL LABOR STANDARDS AND PREVAILING WAGE RATES WILL APPLY TO THIS PROJECT.**

**WOMEN OWNED BUSINESS ENTERPRISES (WBE), MINORITY OWNED BUSINESS ENTERPRISES (MBE), AND SECTION 3 CONTRACTORS ARE ENCOURAGED TO SUBMIT BIDS ON THIS PROJECT.**

The complete digital Argyle and Twin Oaks Roadway and Water Main Improvements bidding documents are available at www.eeiweb.com (click on the Bidding Information tab) or www.questcdn.com. You may download the digital documents free of charge by inputting Quest Project #9493576 on the website's projects tab search page. Please contact QuestCDN.com at (952) 233-1632 or info@questcdn.com for assistance in membership registration, downloading, and working with this digital project information.

A certified check or bank draft, payable to the order of The Village of Bensenville negotiable U.S. Government bond (at par value) or a satisfactory Bid Bond executed by

the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total Bid shall be submitted with each Bid.

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

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

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

The Village of Bensenville is an equal opportunity employer.

January 23, 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, February 11, 2025, and then at said office publicly opened and read aloud.

The WORK consists of the construction of Argyle and Twin Oaks Roadway and Water Main Improvements, which consists of the installation of approximately 845 lineal feet (LF) of 8" ductile iron water main, 1,030 lineal feet of RCP storm sewer, and resurfacing approximately 610 LF of Argyle St, 500 LF of Twin Oaks St, and related appurtenances.

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

Bidders shall submit all bid questions through QuestCDN. The deadline to submit questions is 5:00 pm on February 4, 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 Argyle and Twin Oaks Roadway and Water Main Improvements and the envelope should bear on the outside the name of the BIDDER, his address, and his license number if applicable. If forwarded by mail, the sealed envelope containing the BIDS must be enclosed in another envelope addressed to the OWNER at 12 S. Center Street, Bensenville, IL 60106.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be clearly filled in, in ink or typewritten. The BID form must be fully completed and

executed when submitted. Numbers should be stated in figures and the signatures of all individuals must be in longhand. The completed form should be without interlineation, alterations, or erasures.

Each bid must give the full business address of the BIDDER and must be signed by the BIDDER with his or her usual signature. BIDS by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters.

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

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

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

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

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

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

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

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

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

(continued)

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

At the preconstruction meeting, the CONTRACTOR shall furnish to the OWNER and ENGINEER their proposed schedule of improvements, including estimated time of completion for the various work items along with their proposed mobilization plan and soil erosion and sedimentation control plan.

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

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

The BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. The BIDDER shall be fully complete with the Argyle and Twin Oaks Roadway and Water Main Improvements by October 17, 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.

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

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

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

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

(continued)

The NOTICE TO PROCEED shall be issued within fifteen (15) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within said period, the time may be extended by mutual agreement between OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the fifteen (15) day period, or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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

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

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

(continued)

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

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout including the Employment of Illinois Workers on Public Works Act (30 ILCS 570).

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

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

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

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

(continued)

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

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

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

BID

Proposal of Acqua Contractors (hereinafter called "BIDDER"), organized and existing under the laws of the State of Illinois doing business as Acqua Contractors * to The Village of Bensenville (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Argyle and Twin Oaks Roadway and Water Main Improvements in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

If awarded the contract, the BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. The BIDDER shall be fully complete with the Argyle and Twin Oaks Roadway and Water Main Improvements by October 17, 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;

A corporation

* Insert "a corporation", "a partnership", or "an individual" as applicable.

(ii) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any to other bidder or to any competitor; and

(iii) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

(II) Each person signing the bid shall certify that:

(i) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to (I) (i) through (I) (iii) above; or

(ii) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I) (i) through (I) (iii) above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (I) (i) through (I) (iii) above.

BIDDER acknowledges receipt of the following ADDENDUM:

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**
**ARGYLE & TWIN OAKS ROADWAY AND WATER MAIN IMPROVEMENTS**

| ITEM NO. | ITEM | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 1 | REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL | CY | 225 | $ 50.00 | $ 11,250.00 |
| 2 | PREPARATION OF BASE | SY | 3772 | $ 1.25 | $ 4,715.00 |
| 3 | EARTH EXCAVATION | CY | 100 | $ 50.00 | $ 5,000.00 |
| 4 | INLET & PIPE PROTECTION | EACH | 22 | $ 180.00 | $ 3,960.00 |
| 5 | PERIMETER EROSION BARRIER | LF | 214 | $ 6.25 | $ 1,337.50 |
| 6 | DUST CONTROL WATERING | UNIT | 32 | $ 10.00 | $ 320.00 |
| 7 | GEOTECHNICAL FABRIC FOR GROUND STABILIZATION | SY | 217 | $ 1.30 | $ 282.10 |
| 8 | CLEARING, BRUSH AND TREE REMOVAL | AC | 0 | $ 400.00 | $ 0.00 |
| 9 | TREE REMOVAL (6 TO 15 UNITS DIAMETER) | UNIT | 12 | $ 36.00 | $ 432.00 |
| 10 | REMOVE, SALVAGE, AND REINSTALL EXISTING SIGN | EACH | 1 | $ 480.00 | $ 480.00 |
| 11 | FILLING CATCH BASINS | EACH | 2 | $ 100.00 | $ 200.00 |
| 12 | REMOVING MANHOLES | EACH | 1 | $ 100.00 | $ 100.00 |
| 13 | REMOVING MANHOLES TO MAINTAIN FLOW | EACH | 4 | $ 200.00 | $ 800.00 |
| 14 | REMOVING CATCH BASINS TO MAINTAIN FLOW | EACH | 2 | $ 200.00 | $ 400.00 |
| 15 | REMOVING INLETS TO MAINTAIN FLOW | EACH | 2 | $ 150.00 | $ 300.00 |
| 16 | ABANDON EXISTING STORM SEWER | EACH | 4 | $ 200.00 | $ 800.00 |
| 17 | STORM SEWER REMOVAL | LF | 412 | $ 1.00 | $ 412.00 |
| 18 | HOT-MIX ASPHALT SURFACE REMOVAL, BUTT-JOINT | SY | 71 | $ 23.00 | $ 1,633.00 |
| 19 | HOT-MIX ASPHALT PAVEMENT REMOVAL (VARIABLE DEPTH) | SY | 3772 | $ 5.00 | $ 18,860.00 |
| 20 | EXCAVATE AND REMOVE CENTER ISLAND | LSUM | 1 | $ 2,500 | $ 2,500.00 |
| 21 | COMBINATION CURB & GUTTER REMOVAL | LF | 1443 | $ 9.00 | $ 12,987.00 |
| 22 | SIDEWALK REMOVAL | SF | 5264 | $ 2.50 | $ 13,160.00 |
| 23 | VALVE VAULT TO BE ABANDONED | EACH | 5 | $ 100.00 | $ 500.00 |
| 24 | VALVE BOX TO BE ABANDONED | EACH | 3 | $ 50.00 | $ 150.00 |
| 25 | FIRE HYDRANT ASSEMBLY REMOVAL | EACH | 3 | $ 300.00 | $ 900.00 |
| 26 | DISCONNECT AND ABANDON EXISTING WATER MAIN, 6" | EACH | 2 | $ 1,500.00 | $ 3,000.00 |
| 27 | HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT | SY | 161 | $ 66.00 | $ 10,626.00 |
| 28 | PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT | SY | 167 | $ 131.00 | $ 21,877.00 |
| 29 | BRICK PAVER REMOVAL AND REINSTALLATION | SF | 134 | $ 21.00 | $ 2,814.00 |
| 30 | AGGREGATE BASE COURSE REPAIR | TON | 200 | $ 49.00 | $ 9,800.00 |
| 31 | AGGREGATE SUBGRADE IMPROVEMENTS | CY | 145 | $ 58.00 | $ 8,410.00 |
| 32 | HOT-MIX ASPHALT BINDER COURSE, IL 19.0 | TON | 659 | $ 90.00 | $ 59,310.00 |
| 33 | HOT-MIX ASPHALT SURFACE COURSE, MIX D | TON | 399 | $ 94.00 | $ 37,506.00 |
| 34 | BITUMINOUS MATERIAL, TACK COAT | LBS | 1009 | $ 0.10 | $ 100.90 |
| 35 | BITUMINOUS MATERIAL, PRIME COAT | LBS | 1009 | $ 0.10 | $ 100.90 |
| 36 | CLASS D PATCH, 6-INCH | SY | 500 | $ 54.00 | $ 27,000.00 |
| 37 | COMBINATION CONCRETE CURB & GUTTER, TY M3.12 | LF | 129 | $ 38.00 | $ 4,902.00 |
| 38 | COMBINATION CONCRETE CURB & GUTTER, TY B4.12 | LF | 1314 | $ 36.00 | $ 47,304.00 |
| 39 | PCC SIDEWALK, 5-INCH | SF | 5264 | $ 8.75 | $ 46,060.00 |
| 40 | DETECTABLE WARNINGS | SF | 90 | $ 36.50 | $ 3,285.00 |
| 41 | THERMOPLASTIC PAVEMENT MARKING LINE, 6-IN WHITE | LF | 80 | $ 31.50 | $ 2,520.00 |

| ITEM NO. | ITEM | UNIT | QUANTITY | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 42 | THERMOPLASTIC PAVEMENT MARKING LINE, 24-IN WHITE | LF | 14 | $ 63.00 | $ 882.00 |
| 43 | CATCH BASIN TY A, 5' DIA | EACH | 3 | $ 6,500 | $ 19,500.00 |
| 44 | CATCH BASIN TY A, 6' DIA | EACH | 1 | $ 9,000 | $ 9,000.00 |
| 45 | INLET, TY A | EACH | 5 | $ 1,920.00 | $ 9,600.00 |
| 46 | MANHOLES, TY A, 5' DIA | EACH | 5 | $ 5765 | $ 28,775.00 |
| 47 | MANHOLES, TY A, 6' DIA | EACH | 3 | $ 8,078 | $ 24,234.00 |
| 48 | MANHOLES, TY A, 7' DIA | EACH | 1 | $ 11,710 | $ 11,710.00 |
| 49 | STORM SEWER, CLASS B, TYPE 2, 12" RCP | LF | 147 | $ 124.00 | $ 18,228.00 |
| 50 | STORM SEWER, CLASS B, TYPE 2, 18" RCP | LF | 28 | $ 162.00 | $ 4,564.00 |
| 51 | STORM SEWER, CLASS B, TYPE 2, 24" RCP | LF | 67 | $ 123.00 | $ 8,241.00 |
| 52 | STORM SEWER, CLASS B, TYPE 2, 36" RCP | LF | 470 | $ 230.00 | $ 108,100.00 |
| 53 | STORM SEWER, CLASS B, TYPE 2, 29X45" ELLIPTICAL RCP | LF | 50 | $ 281.00 | $ 14,050.00 |
| 54 | STORM SEWER, CLASS B, TYPE 2, 34X53" ELLIPTICAL RCP | LF | 269 | $ 325.00 | $ 87,425.00 |
| 55 | CONNECTION TO EXISTING STORM STRUCTURE | EACH | 1 | $ 3,650 | $ 3,650.00 |
| 56 | WATER MAIN, 4-INCH D.I.P., CLASS 52, WITH POLYETHYLENE WRAP | LF | 149 | $ 212.00 | $ 31,588.00 |
| 57 | WATER MAIN, 6-INCH D.I.P., CLASS 52, WITH POLYETHYLENE WRAP | LF | 95 | $ 203.00 | $ 19,285.00 |
| 58 | WATER MAIN, 8-INCH D.I.P., CLASS 52, WITH POLYETHYLENE WRAP | LF | 843 | $ 175.00 | $ 147,525.00 |
| 59 | WATER SERVICE CONNECTION | EACH | 5 | $ 5,000 | $ 25,000.00 |
| 60 | GATE VALVE & VALVE VAULT, 4-INCH (RESILIENT SEAT) IN 48-INCH VAULT | EACH | 5 | $ 5,300 | $ 26,500.00 |
| 61 | GATE VALVE & VALVE VAULT, 6-INCH (RESILIENT SEAT) IN 48-INCH VAULT | EACH | 1 | $ 5,750 | $ 5,750.00 |
| 62 | GATE VALVE & VALVE VAULT, 8-INCH (RESILIENT SEAT) IN 48-INCH VAULT | EACH | 1 | $ 6,400 | $ 6,400.00 |
| 63 | FIRE HYDRANT ASSEMBLY, 6-INCH MJ | EACH | 3 | $ 9500 | $ 28,500.00 |
| 64 | CONNECTION TO EXISTING WATER MAIN (PRESSURE), 6-INCH | EACH | 1 | $ 3,100 | $ 3,100.00 |
| 65 | CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 8-INCH | EACH | 1 | $ 3,900 | $ 3,900.00 |
| 66 | DUCTILE IRON FITTINGS | LB | 2168 | $ 0.01 | $ 21.68 |
| 67 | FIELD LOK GASKET, 8" | EACH | 4 | $ 165.00 | $ 660.00 |
| 68 | FIELD LOK GASKET, 6" | EACH | 5 | $ 122.00 | $ 610.00 |
| 69 | HYDROSTATIC TESTS AND DISINFECTION OF THE WATER MAIN | LS | 1 | $ 2,700 | $ 2,700.00 |
| 70 | PARKWAY RESTORATION | SY | 1325 | $ 20.90 | $ 27,163.50 |
| 71 | RESTORATION | SY | 900 | $ 12.00 | $ 10,800.00 |
| 72 | SUPPLEMENTAL WATERING | UNIT | 40 | $ 92.00 | $ 3,680.00 |
| 73 | FUNDING SIGN | EACH | 1 | $ 1,225.00 | $ 1,225.00 |
| 74 | NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - TYPE 1 | CY | 50 | $ 1.00 | $ 50.00 |
| 75 | NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - TYPE 2 | CY | 50 | $ 1.00 | $ 50.00 |
| 76 | EXPLORATORY EXCAVATION | EACH | 10 | $ 500.00 | $ 5,000.00 |
| 77 | CONSTRUCTION LAYOUT | LS | 1 | $ 11,000 | $ 11,000.00 |
| 78 | TRAFFIC CONTROL AND PROTECTION | LS | 1 | $ 8,000 | $ 8,000.00 |
| 79 | MOBILIZATION | LS | 1 | $ 17,311.42 | $ 17,311.42 |
| 80 | ALLOWANCE - ITEMS ORDERED BY ENGINEER | UNIT | 25000 | $ 1.00 | $ 25,000.00 |
| | | | TOTAL | | $ 1,135,000.00 |

(If an individual)

Signature of Bidder _____ (SEAL)

Business Address _____

_____

---

(If a co-partnership)

Firm Name _____

Signed By _____

Business Address _____

_____

Insert Names and Addresses of All Members of the Firm _____

_____

_____

---

(If a corporation)

Corporate Name Acqua Contractors Corp

Signed By _____

Business Address 551 S. IL Route 83

Elmhurst, IL 60126

(Corporate Seal)

Insert Name of Officers

President Alex Rendina

Secretary Alexa Rendina

Treasurer _____

Attest: _____
Secretary

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



# Document A310™ – 2010

**Conforms with The American Institute of Architects AIA Document 310**

## *Bid Bond*

**CONTRACTOR:**
*(Name, legal status and address)*

Acqua Contractors Corporation
551 S. IL Route 83
Elmhurst, IL 60126

**SURETY:**
*(Name, legal status and principal place of business)*
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

**Mailing Address for Notices**

1411 Opus Place Suite 450
Downers Grove, IL 60515

**OWNER:**
*(Name, legal status and address)*

Village of Bensenville
12 S. Center St.
Bensenville, IL 60106

**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: $** 5% Five Percent of Amount Bid

**PROJECT:**
*(Name, location or address, and Project number, if any)*

Argyle & Twin Oaks Roadway and Water Main Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of February, 2025

*(Witness)*

Acqua Contractors Corporation
*(Principal)* *(Seal)*

By:
*(Title)* President

*(Witness)* Jacqueline DeRidder

Travelers Casualty and Surety Company of America
*(Surety)* *(Seal)*

By:
*(Title)* James I. Moore Attorney-in-Fact

SEAL

State of Illinois

County of DuPage

## SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Sherry L Bacskai Notary Public of DuPage County, in the State of Illinois , do hereby certify that James I. Moore Attorney-in-Fact, of the Travelers Casualty and Surety Company of America who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 11th day of February , 2025 .

OFFICIAL SEAL
SHERRY L BACSKAI
NOTARY PUBLIC, STATE OF ILLINOIS
Commission No. 977639
My Commission Expires September 08, 2027

Notary Public Sherry L Bacskai

My Commission expires: September 8, 2027

TRAVELERS

**Travelers Casualty and Surety Company of America**
**Travelers Casualty and Surety Company**
**St. Paul Fire and Marine Insurance Company**
**Farmington Casualty Company**

## POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint James I. Moore of Downers Grove, IL , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **4th** day of **March, 2024.**

SEAL SEAL SEAL SEAL

State of Connecticut

City of Hartford ss.

By
Bryce Grissom, Senior Vice President

On this the **4th** day of **March, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

NOTARY PUBLIC

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this February 11, 2025

SEAL SEAL SEAL SEAL

Kevin E. Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.***

AGREEMENT

THIS AGREEMENT, made this 25th day of February, 2025 by and between The Village of Bensenville hereinafter called "OWNER" and Acqua Contractors Corporation 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 Argyle and Twin Oaks Roadway and Water Main Improvements, which consists of the installation of approximately 845 lineal feet (LF) of 8" ductile iron water main, 1,030 lineal feet of RCP storm sewer, and resurfacing approximately 610 LF of Argyle St, 500 LF of Twin Oaks St, and related appurtenances.

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

3. The BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. The BIDDER shall be fully complete with the Argyle and Twin Oaks Subdivision Roadway and Water Main Improvements by October 17, 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 water main installation

due to weather related conditions, liquidated damages may at the sole discretion of the OWNER be waived, and an extension of the contract time will be granted.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of One Million One Hundred Thirty-Five and 00/100 Dollars, $1,135,000.00 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 31, and dated January 15, 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 (no. of copies) each of which shall be deemed an original on the date first above written.

OWNER:

The Village of Bensenville

BY _____

Name Frank DeSimone
(Please Type)

Title Village President

(SEAL)

ATTEST:

Nancy Quinn

Name Nancy Quinn
(Please Type)

Title Village Clerk

CONTRACTOR:

Acqua Contractors Corp

BY _____

Name Alex Rendina
(Please Type)

Address 551 S. IL Route 83
Elmhurst, IL 60126

(SEAL)

ATTEST:

_____

Name Alexa Rendina
(Please Type)

Title Secretary

ACQUCC1 OP ID: EW

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/20/2025

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).

| | |
|---|---|
| PRODUCER 847-303-6800<br>AssuredPartners - Palatine IL<br>dba Dohn & Maher Associates<br>4811 Emerson Avenue, Suite 102<br>Palatine, IL 60067-7416<br>William P. Maher | CONTACT NAME:<br>PHONE (A/C, No, Ext): 847-303-6800 FAX (A/C, No): 847-303-6963<br>E-MAIL ADDRESS: certificates.dohn@assuredpartners.com |
| INSURED<br>Acqua Contractors Corp<br>551 S IL Route 83<br>Elmhurst, IL 60126 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Continental Insurance Co AXV — 35289<br>INSURER B : Valley Forge Ins Co AXV — 20508<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | | | 6080623398 | 04/06/2024 | 04/06/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 500,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY — SCHEDULED AUTOS<br>X HIRED AUTOS ONLY — X NON-OWNED AUTOS ONLY | | | 6080623403 | 04/06/2024 | 04/06/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB — X OCCUR<br>EXCESS LIAB — CLAIMS-MADE<br>DED X RETENTION $ 10000 | | | 6080623420 | 04/06/2024 | 04/06/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N — N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | 6080623417 | 04/06/2024 | 04/06/2025 | X PER STATUTE — OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Installation Float | | | 6080623398 | 04/06/2024 | 04/06/2025 | Limit | 50,000 |
| A | Rental Equipment | | | 6080623398 | 04/06/2024 | 04/06/2025 | Limit | 200,000 |

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

RE: Project - Argyle & Twin Oaks Roadway & Water Main Improvements. The following are included as Additional Insured to General Liability (coverage form attached) on a Primary and Non-Contributory basis as required by written contract with respects to work performed by the Named Insured: See attached

**CERTIFICATE HOLDER**

VLGBENS

Village of Bensenville
12 S Center St
Bensenville, IL 60106

**CANCELLATION**

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

Carl Dahn Jr.



© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Additional Insureds: The Village of Bensenville, its Officials, Employees, and Volunteers; DuPage County, its Officials, Employees, and Volunteers; Engineering Enterprises, Inc., its Officials, Employees, and Volunteers; all property owners whose land will be disturbed by the water main installation.

Bond #: 108179217

# PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Acqua Contractors Corporation
(Name of Contractor)

551 S. IL Route 83, Elmhurst, IL 60126
(Address of Contractor)

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

Travelers Casualty and Surety Company of America
(Name of Surety)

One Tower Square, Hartford, CT 06183
(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 One Million One Hundred Thirty Five Thousand 00/00 Dollars $(1,135,000.00).

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 25th day of February, 2025, a copy of which is hereto attached and made a part hereof for the construction of:

Argyle and Twin Oaks Roadway and Water Main Improvements, which consists of the installation of approximately 845 lineal feet (LF) of 8" ductile iron water main, 1,030 lineal feet of RCP storm sewer, and resurfacing approximately 610 LF of Argyle St, 500 LF of Twin Oaks St, and related appurtenances.

(continued)

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 (three) counterparts, each one of which shall be deemed an original, this the 25th day of February, 20 25.

ATTEST:

(Principal) Secretary

Acqua Contractors Corporation
Principal

By _____ (s)

551 S. IL Route 83, Elmhurst, IL 60126
Address

Witness as to Principal

551 S IL Route 83
Address

Elmhurst, IL 60126

Travelers Casualty and Surety Company of America
Surety

ATTEST:

By
James I. Moore Attorney-in-Fact

Witness as to Surety Jacqueline DeRidder

One Tower Square, Hartford, CT 06183
Address

1411 Opus Dr., Suite 450, Downers Grove, IL 60515
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.

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

Bond #: 108179217

# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Acqua Contractors Corporation
(Name of Contractor)

551 S. IL Route 83, Elmhurst, IL 60126
(Address of Contractor)

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

Travelers Casualty and Surety Company of America
(Name of Surety)

One Tower Square, Hartford, CT 06183
(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 One Million One Hundred Thirty Five Thousand 00/00 Dollars $( 1,135,000.00 ),

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 25th day of February, 20 25 , a copy of which is hereto attached and made a part hereof for the construction of:

Argyle and Twin Oaks Roadway and Water Main Improvements, which consists of the installation of approximately 845 lineal feet (LF) of 8" ductile iron water main, 1,030 lineal feet of RCP storm sewer, and resurfacing approximately 610 LF of Argyle St, 500 LF of Twin Oaks St, and related appurtenances.

(continued)

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during that one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 (three) counterparts, each one of which shall be deemed an original, this the 25th day of February, 20 25.

ATTEST:



(Principal) Secretary

Acqua Contractors Corporation
Principal

By _____ (s)

551 S. IL Route 83, Elmhurst, IL 60126
Address

Witness as to Principal

551 S IL Route 83
Address

Elmhurst, IL 60126

Travelers Casualty and Surety Company of America
Surety

ATTEST:

By _____
James I. Moore Attorney-in-Fact

One Tower Square, Hartford, CT 06183
Address

Witness as to Surety Jacqueline DeRidder

1411 Opus Pl., Ste. 450, Downers Grove, IL 60515
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.

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

State of Illinois

County of DuPage

## SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Jennifer M Pollack Notary Public of DuPage County, in the State of Illinois, do hereby certify that James I. Moore Attorney-in-Fact, of the Travelers Casualty and Surety Company of America who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 25th day of February, 2025.

OFFICIAL SEAL
JENNIFER M POLLACK
Notary Public, State of Illinois
Commission No. 1001942
My Commission Expires
January 02, 2029

Notary Public Jennifer M Pollack

My Commission expires: January 02, 2029

TRAVELERS

**Travelers Casualty and Surety Company of America**
**Travelers Casualty and Surety Company**
**St. Paul Fire and Marine Insurance Company**
**Farmington Casualty Company**

## POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint James I. Moore of Downers Grove, IL, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **4th** day of **March, 2024.**

SEAL SEAL SEAL SEAL

State of Connecticut

City of Hartford ss.

By: _____
Bryce Grissom, Senior Vice President

On this the **4th** day of **March, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

NOTARY PUBLIC

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this February 25, 2025

SEAL SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.***

# NOTICE OF AWARD

TO: Acqua Contractors Corporation

551 S. Illinois Street 83

Elmhurst, IL 60126

PROJECT Description: Argyle and Twin Oaks Roadway and Water Main Improvements, which consists of the installation of approximately 845 lineal feet (LF) of 8" ductile iron water main, 1,030 lineal feet of RCP storm sewer, and resurfacing approximately 610 LF of Argyle St, 500 LF of Twin Oaks St, and related appurtenances.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for BIDS dated January 15, 2025, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $ 1,135,000.00.

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 25th day of February, 2025.

The Village of Bensenville
Owner

By _____

Title Village President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____

_____this _____ day of _____, 20_____.

By _____

Title _____

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

NOTICE TO PROCEED

To: _____ Date: _____

Project: Argyle and Twin Oaks Roadway and Water Main Improvements

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____, on or before _____, 20_____, and you are to be fully complete with the Argyle and Twin Oaks Roadway and Water Main Improvements by October 17, 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 _____

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

CHANGE ORDER

Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: Argyle and Twin Oaks Roadway and Water Main Improvements

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change of CONTRACT PRICE:

Original CONTRACT PRICE: $_____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER(S) $_____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by: $_____

The new CONTRACT PRICE including this CHANGE ORDER will be $_____

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


1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractors
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Arbitration
31. Taxes
32. Prevailing Wages


1. *DEFINITIONS*

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA – Written, graphic, or pictorial instruments issued prior to the execution of the Agreement which modify or interpret any part of the CONTRACT DOCUMENTS, including the DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 BID – The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER – Any person, firm or corporation submitting a BID for the work.

1.5 BONDS – Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER – A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT AND CONTRACT DOCUMENTS – The CONTRACT is comprised of all the CONTRACT DOCUMENTS, which form the integrated agreement between the Owner and the Contractor. The CONTRACT DOCUMENTS include the Advertisement for Bids, Information for Bidders, BID, Bid Bond, Agreement between the Owner and Contractor, Payment Bond, Performance Bond, General Conditions, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, FIELD ORDER, , SPECIAL PROVISIONS, DRAWINGS, STANDARD SPECIFICATIONS, ADDENDA, and other documents as provided herein, whether issued before or after the execution of the Agreement.

1.8 CONTRACT PRICE – The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME – The number of calendar days, working days, or combination stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR – The person, firm or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS – The part of the CONTRACT DOCUMENTS which show the characteristics and scope of WORK to be performed and which have been prepared or approved by the ENGINEER.

1.12 ENGINEER – The person, firm or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER – A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD – The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED – Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER – A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE – The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by

the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIAL PROVISIONS – Part of the CONTRACT DOCUMENTS consisting of additions and revisions to the STANDARD SPECIFICATIONS covering conditions peculiar to an individual CONTRACT.

1.21 STANDARD SPECIFICATIONS – A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship, methods of measurement, and payment, which are generally accepted as industry standard and are specifically referenced in the SPECIAL PROVISIONS as peculiar to an individual CONTRACT.

1.22 SUBCONTRACTOR – An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.23 SUBSTANTIAL COMPLETION – That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that PROJECT or specified part can be utilized for the purposes for which it is intended.

1.24 SUPPLEMENTAL GENERAL CONDITIONS – Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.25 SUPPLIER – Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.26 WORK – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.27 WRITTEN NOTICE – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. *ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS*

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACTOR DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. *SCHEDULES, REPORTS AND RECORDS*

3.1 The CONTRACTOR, promptly after being awarded the Contract, shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed, and shall update any such schedule as shall be required by the current conditions of the Work. No payment for the WORK shall be made until the CONTRACTOR has submitted an approved schedule.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, which shall not exceed the time limits as contained in the CONTRACT DOCUMENTS, and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacturer, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. *DRAWINGS*

4.1 CONTRACTOR and any SUBCONTRACTOR or Supplier or other individual or entity performing or furnishing any of the WORK under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER'S consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the PROJECT or any other projects without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the WORK, or termination or completion of the Contract. Nothing herein shall preclude the CONTRACTOR from retaining copies of the CONTRACT DOCUMENTS for record purposes.

4.2 The intent of the Contract Documents is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.3 In case of conflict between the DRAWINGS and the SPECIAL PROVISIONS, THE SPECIAL PROVISIONS shall govern. In the case of a conflict between the DRAWINGS AND THE STANDARD SPECIFICATIONS, the DRAWINGS shall govern. Calculated dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over STANDARD DRAWINGS.

4.4 Any discrepancies found between the DRAWINGS and CONTRACT DOCUMENTS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or CONTRACT DOCUMENTS shall be immediately reported to the ENGINEER in writing within three business days. The ENGINEER shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. *SHOP DRAWINGS*

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirements of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS, that he has determined and verified materials, field measurements, field construction criteria and they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. *MATERIALS, SERVICES AND FACILITIES*

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the WORK within the specified time. Materials and equipment shall be new and of good quality unless otherwise provided by the CONTRACT DOCUMENTS.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. *INSPECTION AND TESTING*

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense. The CONTRACTOR shall not cover any portion of the work without proper testing or inspection as required by the CONTRACT DOCUMENTS.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. *SUBSTITUTIONS*

8.1 Whenever a material, article or piece of equipment is identified in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, it shall be understood

that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. *PATENTS*

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. *SURVEYS, PERMITS, REGULATIONS*

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of benchmarks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets. The Contractor shall field verify utility locations and shall be responsible to have public and private utilities located within the areas being disturbed to implement the Work on site.

10.2 The CONTRACTOR shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing and any necessary changes shall be adjusted as provided in Section 13. CHANGES IN THE WORK.

11. *PROTECTION OF WORK, PROPERTY AND PERSONS*

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. *SUPERVISION BY CONTRACTOR*

12.1 The CONTRACTOR will supervise and direct the WORK using the Contractor's highest degree of skill and attention as exercised by similar contractors in the Chicago Metropolitan Area. He will be solely responsible for and control the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. *CHANGES IN THE WORK*

13.1 The OWNER may at any time, as the need arises, order changes within the scope of WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or the

time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. *CHANGES IN CONTRACT PRICE*

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

(a) Unit prices previously approved.
(b) An agreed lump sum.
(c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. *TIME FOR COMPLETION AND LIQUIDATED DAMAGES*

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 The parties acknowledge that the CONTRACT TIME is of the essence, and that the OWNER will suffer damages if the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER. It is acknowledged that such damages are difficult to calculate and that the parties agree that the liquidated damages as specified in the BID are reasonable, and are intended as liquidated damages and not as a penalty. In the event the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. *CORRECTION OF WORK*

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. *SUBSURFACE CONDITIONS*

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. *SUSPENSION OF WORK, TERMINATION AND DELAY*

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension, in accordance with the CONTRACT DOCUMENTS.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment in accordance with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators in accordance with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if not time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. *PAYMENTS TO CONTRACTOR*

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. A sworn "Contractor's Affidavit" shall be submitted with each payment request in sufficient form for the OWNER to determine the CONTRACTOR'S right to payment and compliance with the Illinois Mechanic's Lien Law. Each payment request shall include properly executed waivers of lien in conformity with information set forth on a properly completed Contractor's Affidavit. In the event the OWNER is satisfied with the CONTRACTOR'S payment procedures, the OWNER may accept partial waivers of lien of subcontractors and suppliers. If payment is requested on the bases of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, in accordance with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time,

however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five (5) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK. Provided, however, neither final payment nor release of any remaining retained percentages shall become due and payable unless and until the CONTRACTOR has submitted to the OWNER a Consent of Surety in Final Payment to the issuer of the Payment BOND.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation of a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment in accordance with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. *ACCEPTANCE OF FINAL PAYMENT AS RELEASE*

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BOND.

21. *INSURANCE*

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that the OWNER is an additional non-contributory primary insured and that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified.

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than $2,000,000 (or such other sum as may be contained in the Contract Documents) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than $2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than $1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

22. *CONTRACT SECURITY*

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sum equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

22.2 The BOND shall also provide for the faithful performance by the CONTRACTOR of the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq.

23. *ASSIGNMENTS*

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. *INDEMNIFICATION*

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's' fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom;' and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or anyone for whose acts of they may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way be

any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. *SEPARATE CONTRACTS*

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTORS prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entities him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 16.

26. *SUBCONTRACTING*

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. *ENGINEER'S AUTHORITY*

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory of fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. *LAND AND RIGHTS-OF-WAY*

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. *GUARANTY*

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION except that the warranty period for punch list items shall commence on the date of final payment. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and conform to the requirements of the CONTRACT DOCUMENTS, and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the

CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30. *ARBITRATION*

30.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, for less than $50,000 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

30.2 Notice of the demand for arbitration shall be field in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31. *TAXES*

31.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

32. *PREVAILING WAGES*

32.1 The PROJECT calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the "Act"). The Act requires CONTRACTORS and SUBCONTRACTORS to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the works is to be performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:

http://www.state.il.us/agency/idol/rates/rates.HTM

All CONTRACTORS and SUBCONTRACTORS rendering services on the PROJECT must comply with all requirement of the Act, including but not limited to all wage, notice and record keeping duties.

32.2 The prevailing rate of hourly wages applicable for the OWNER has been established by Resolution enacted in accordance with law. A copy of the most current enactment may be obtained from the OWNER

32.3 The prevailing rate of hourly wages applicable to the OWNER and to the PROJECT may be revised at any time by the Illinois Department of Labor. Any such revised rates will apply to the PROJECT in accordance with law.

32.4 The CONTRACTOR shall submit to the OWNER monthly certified payroll records related to work on the PROJECT, together with a statement verifying that the records are true and accurate and otherwise meeting the requirements of 820 ILCS 130.5.

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

# ARGYLE AND TWIN OAKS
# ROADWAY AND WATER MAIN IMPROVEMENTS

## 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 CLEARING, BRUSH, AND TREE REMOVAL
SP-20 EROSION CONTROL
SP-21 TEMPORARY EROSION CONTROL SEEDING
SP-22 CONNECTION TO EXISTING WATER MAIN
SP-23 DEWATERING
SP-24 PIPE INSTALLATION FOR WATER MAINS
SP-25 GATE VALVE & VALVE VAULT
SP-26 FIRE HYDRANT ASSEMBLY
SP-27 WATER MAIN PROTECTION
SP-28 DUCTILE IRON FITTINGS
SP-29 MECHANICAL JOINT ACCESSORIES
SP-30 RETAINER GLANDS AND FIELD LOK GASKETS
SP-31 THRUST BLOCKING
SP-32 SOIL CERTIFICATION
SP-33 HOT-MIX ASPHALT PAVEMENT REMOVAL (VARIABLE DEPTH)
SP-34 HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH)
SP-35 REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL
SP-36 AGGREGATE SUBGRADE IMPROVEMENT
SP-37 PREPARATION OF BASE
SP-38 AGGREGATE BASE COURSE REPAIR
SP-39 REMOVAL AND DISPOSAL OF EXCAVATED MATERIAL ("UNCONTAMINATED SOIL")
SP-40 NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1
SP-41 NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 2

SP-42 TRENCH BACKFILL
SP-43 FOUNDATION MATERIAL
SP-44 EXPLORATORY EXCAVATION
SP-45 HYDROSTATIC TESTS AND DISINFECTION OF THE WATER MAIN
SP-46 WATER SERVICE
SP-47 DISCONNECT AND ABANDON EXISTING WATER MAIN
SP-48 VALVE VAULT TO BE ABANDONED
SP-49 VALVE BOX TO BE ABANDONED
SP-50 FIRE HYDRANT ASSEMBLY REMOVAL
SP-51 COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT
SP-52 CLASS D PATCH, 6-INCH
SP-53 HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT
SP-54 PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT
SP-55 BRICK PAVER REMOVAL AND REINSTALLATION
SP-56 EXCAVATE AND REMOVE CENTER ISLAND
SP-57 REMOVE, SALVAGE, AND REINSTALL EXISTING SIGN
SP-58 STORM SEWER
SP-59 STORM SEWER TO BE ABANDONED
SP-60 CONNECTION TO EXISTING STORM STRUCTURE
SP-61 PARKWAY RESTORATION
SP-62 RESTORATION
SP-63 TRAFFIC CONTROL AND PROTECTION
SP-64 INCIDENTAL WORK
SP-65 FUNDING SIGN
SP-66 ALLOWANCE – ITEMS ORDERED BY THE ENGINEER

**ARGYLE AND TWIN OAKS ROADWAY AND WATER MAIN IMPROVEMENTS**
**SPECIAL PROVISIONS**

## SP-1 APPLICABLE SPECIFICATIONS

The following Special Provisions supplement the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition; the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 (hereinafter referred to as the Standard Specifications); the Illinois Department of Transportation Standard Specifications for Traffic Control Items, latest edition; and the Manual on Uniform Traffic Control Devices, latest edition. In case of conflict with any part or parts of said Specifications, these Special Provisions shall take precedence.

## SP-2 AWARD, PRECONSTRUCTION CONFERENCE, & ANTICIPATED PROJECT COMMENCEMENT

All bid questions must be submitted by 5:00 pm on February 4, 2025. All questions will be responded to by February 6, 2025, by the end of the day.

Anticipated project award is on February 25, 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 September 19, 2025, and shall be fully complete by October 17, 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:

- IEPA Water Construction 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), DuPage County (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 CLEARING, BRUSH, AND TREE REMOVAL

This work shall consist of cutting, trimming, and removal of brush and trees at the locations shown on the plans. CLEARING, BRUSH, AND TREE REMOVAL shall be performed in accordance with Articles 201 of the Standard Specifications, the details on the plans, and as modified herein.

This work will be paid for at the contract unit price per acre for CLEARING, BRUSH, AND TREE REMOVAL, which price shall be payment in full for completing the work as specified, including any staging necessary.

## SP-20 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-21 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-22 CONNECTION TO EXISTING WATER MAIN

The Contractor shall make the connection to the existing water main at the location shown on the drawings, and in the manner detailed.

Two water main connections are required for this project:

1. Argyle Street (At Marshall Road)
2. Stoneham Street (At 1008 Stoneham Street)

All water main connections shall be limited to a 4-hour shutdown duration.

Where the connection of new work and old require interruption of services and notification of customers affected, the superintendent of the Utility (Village), the Engineer and the Contractor shall mutually agree upon a date and time for connections which will allow ample time to assemble labor and materials, and to notify all customers affected. Customers shall be notified at least 48 hours prior to being taken out of service.

Valves on existing mains shall not be operated by the Contractor (unless otherwise authorized by the Village) and will be closed and opened only by the employees of the Village's Public Works Department.

The Contractor shall expose the water main to be connected and shall confirm the size and type of piping present at each location. The Contractor shall obtain the necessary materials required to make the proper connections. The Contractor shall not proceed until they have all the required materials on site.

The Contractor shall provide disinfection in accordance with IEPA requirements and AWWA Std 651-14 section 4.11 (refer to sheet 3 of the plans).

Once the new water mains have been tested and approved for service then the Contractor shall, under the direction of the Engineer and Village, place the new water main in service.

This work will be paid for at the contract unit price per each for CONNECTION TO EXISTING WATER MAIN for size specified, which price shall include all equipment, labor, connecting pipe, rounded stone bedding and other materials, (not listed for payment separately), required to make proper connections of the existing water mains to the proposed water main. Any water main required to complete the connection on the existing water main (adjacent to the tee or sleeve) shall be considered incidental to the CONNECTION TO EXISTING WATER MAIN of the size specified and will not be measured for payment separately unless otherwise specified in the plans.

Ductile Iron Fittings required for these connections will be paid for at the contract unit price per pound for DUCTILE IRON FITTINGS. Dewatering, if required, shall be considered incidental to the Contract.

Any trench backfill required to connect to the existing water main shall be considered incidental to the CONNECTION TO EXISTING WATER MAIN pay item.

SP-23 DEWATERING

Dewatering, as required, will be considered incidental to the Contract.

SP-24 PIPE INSTALLATION FOR WATER MAINS

Pipe shall be installed in accordance with the Standard Specifications for Water & Sewer Main construction in Illinois and manufacturer's instructions for installing the type of pipe specified.

All water main shall be zinc-coated and wrapped with polyethylene in accordance with AWWA/ANSI C105/A21.5, Method A. When lifting polyethylene-encased pipe, a fabric type sling or a suitably padded cable or chain shall be used to prevent damage to the polyethylene. Any damage to the polyethylene wrap shall be taped with a polyethylene adhesive tape. Excess damage to the polyethylene encasement will result in a new polyethylene tube for that pipe.

Brass wedges shall be installed at each push joint for electrical conductivity. Wedges shall be installed 180° apart. Two (2) wedges shall be installed per joint

for water main up to 12" and two (2) pairs of two (2) wedges shall be installed per joint on water main larger than 12".

Excavation and backfill for water mains shall conform to the typical sections shown in the plans and shall conform to the provisions of Sections 20, 21 and 22 of the Standard Specifications for Water & Sewer Main construction in Illinois.

The trench, unless otherwise specified, shall have a flat bottom. The pipe shall be laid on sound soil cut true and even so that the barrel of the pipe will have a bearing for its full length. Bell holes shall be excavated for joints. Any part of the trench excavated below grade shall be corrected with an approved material and thoroughly compacted. If trench backfill is required, then the pipe shall be laid on 4 inches of bedding stone graded true and even so that the barrel of the pipe will have a bearing for its full length.

Earthen backfill (not including topsoil placement) shall be compacted in lifts not exceeding 1 foot (loose measure) to a minimum 90% modified proctor density (ASTM-1551).

When water is encountered in the trench, it shall be removed during pipe laying and jointing operations. Provisions shall be made to prevent floating of the pipe. Trench water shall not be allowed to enter the pipe at any time. Dewatering, if required, shall be considered incidental to the Contract.

This work shall be paid for at the contract unit price per foot for WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP of the size specified, which price shall include all necessary labor, material, and equipment to install the water main, including, but not limited to providing and installing the pipe, polyethylene wrap, blocking, bedding stone and other materials (not listed for payment separately). Any trench backfill required for the water main installation shall be considered incidental to the WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP of the size specified.

SP-25 GATE VALVE & VALVE VAULT

The gate valves shall be suitable for ordinary water works service, intended to be installed in a normal position on buried pipelines for water distribution systems.

Gate valves to be supplied shall be Resilient Seated Gate Valves. The valves shall be manufactured to meet all applicable requirements of AWWA Standards for Resilient Seated Gate Valves C-515. Valves twelve inch (12") and smaller shall be bubble tight at 250 psi water working pressure.

Each valve shall have maker's name, pressure rating and year in which manufactured cast on the body. Prior to shipment from the factory, each valve shall be tested by hydrostatic pressure equal to twice the specified working pressure.

Gate Valves shall have a non-rising stem, shall have a standard operating nut and shall open in a counter-clockwise direction. Gate valves shall be Mueller A-2360 non-rising stem, resilient wedge gate valves (Village of Bensenville standard) in accordance with AWWA C-515 Standard. All gate valves shall be in valve vaults.

Gate Valves shall be installed with Wedge Action Retainer Glands.

Valve Vaults shall be reinforced concrete in accordance with ASTM C478 and C443. Valve vaults shall be 48" for valves 8" in diameter and smaller and 60" for valves 10" or larger. Valve vault frames shall be IDOT Type 1 (Standard 604001), and all lids shall have "Village of Bensenville" and "Water" cast into them.

Valve vaults shall be adjusted with precast concrete adjusting rings to a maximum of eight (8") inches. No more than two adjusting rings are allowed.

Trench Backfill needed to complete the Gate Valve and Valve Vault shall be considered incidental to GATE VALVE & VALVE VAULT.

This work shall be paid for at the contract unit price each for GATE VALVE & VALVE VAULT of the size specified which price shall include all labor, material, and equipment to provide and install the valve, valve vault and backfill material as detailed in the plans.

SP-26 FIRE HYDRANT ASSEMBLY

Hydrants shall be manufactured to the latest and best design conforming to the current AWWA Specifications C-502, "Standard for Dry Barrel Fire Hydrants" and shall be of the breakaway style traffic design.

Hydrants shall be easy and economical to install and maintain, shall incorporate no parts requiring field adjustment, and shall place nozzle at least eighteen inches (18") above the hydrant ground line to fully comply with the National Fire Protection Association, Fire Protection Handbook, 13th Edition.

Hydrants shall be equipped with automatic drain.

All Contractors/suppliers shall include (A) a detailed drawing to include a parts list indicating the material construction and applicable ASTM Standards for each part or item; and (B) flow data for the proposed hydrant if requested.

Fire hydrants shall be in accordance with Section Four (4) of AWWA C502-54 standard and shall be a Mueller Super Centurion Model No. 250 A-423 with one 4 ½" steamer nozzle and two 2 ½" hose outlets, of which the threads conform with the standards of the Village of Bensenville, Illinois. All hydrants shall have an auxiliary gate valve. Hydrant installations shall have a minimum 5.5' depth of cover. All hydrants connected to the potable water main shall be painted with primer and two coats of red Pennsbury hydrant hide 9060 or Imron 7440.

Hydrants shall be installed in accordance with applicable provisions of Section 45 of the Standard Specifications for Water and Sewer Main Construction.

All valve boxes shall be cast iron, two (2) piece 5¼" shafts. All valve boxes shall be a Trench Adapter by American Flow Control. Lids to be marked "Water" (valve box extensions if required are considered incidental). Valve box extensions, if required, are considered incidental to the cost of the FIRE HYDRANT ASSEMBLY, 6-INCH MJ.

Ductile iron tees located at the main required to install the hydrants shall be paid for at the contract unit price for DUCTILE IRON FITTINGS.

The 6" ductile iron pipe extending to the hydrant is considered incidental to the cost of the FIRE HYDRANT ASSEMBLY, 6-INCH MJ.

This work shall be paid for at the contract unit price each for FIRE HYDRANT ASSEMBLY, 6-INCH MJ, which price shall include all labor, material, and equipment to provide a properly functioning fire hydrant, including, but not limiting to, providing and installing the hydrant, the valve, valve box, the connection pipes, backfill material, fiberglass hydrant marker, and thrust block as detailed in the plans.

If hydrant extensions are required to meet the proposed grade, those extensions shall be considered incidental to the cost of the FIRE HYDRANT ASSEMBLY, 6-INCH, MJ.

SP-27 WATER MAIN PROTECTION

This work consists of installing water main protection as detailed in the plans or as otherwise required during the course of the work, in accordance with IEPA requirements. The ends of any casings used for water main protection shall be sealed with brick and mortar.

This work will be paid for at the contract unit price per foot for WATER MAIN PROTECTION, of the size and type specified, which shall include all material, labor and equipment to complete the work. Water main located within the casing pipe shall be paid for at the contract unit price per foot for WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP of the size specified.

SP-28 DUCTILE IRON FITTINGS

This work will be paid for at the contract price per pound of DUCTILE IRON FITTINGS which includes all material and labor necessary for installation. Any fittings beyond those indicated in the plans required to install the water main in accordance with the plans are considered incidental to the cost of the WATER MAIN. Weight of fittings on the Bid Schedule does not include weight of mechanical joint accessories.

## SP-29 MECHANICAL JOINT ACCESSORIES

Mechanical Joint Accessories, consisting of, but not limited to, gaskets, glands, retainer glands and bolts, are considered INCLUDED in the cost of DUCTILE IRON FITTINGS. All vertical water main adjustments shall be accomplished by deflection, not bends in the water main. However, if fittings are necessary to lower the water main to avoid conflicts with other existing utilities and provide for water main protection, then they are considered INCLUDED in the cost of WATER MAIN. Weight of fittings on the Bid Schedule does not include weight of accessories. All bolts, nuts and washers shall be stainless steel.

## SP-30 RETAINER GLANDS AND FIELD LOK GASKETS

All mechanical joint fittings, valves and hydrants shall be restrained with retainer glands.

Retainer glands shall be UNI-FLANGE SERIES 1400 Wedge Action retainer gland MEGALUGS. In addition to the "megalug" style retaining glands to be used at all mechanical joint fittings, each branch of a tee shall require the gasket at each joint one pipe length beyond the fitting shall be a Field Lok 350 gasket or approved equal.

Restrained joints shall be installed per the following requirements:

The following are the minimum restrained joint length that must be satisfied in addition to the thrust blocking for water main with polyethylene wrap:

| Minimum Restrained Length on Each Side of Fitting (ft) | | | | |
|---|---|---|---|---|
| | 8" | 10" | 12" | 16" |
| 11.25° Horizontal Bend | 5 | 6 | 7 | 10 |
| 22.5° Horizontal Bend | 10 | 12 | 15 | 19 |
| 45° Horizontal Bend | 21 | 25 | 30 | 39 |
| Water Main Lowering | 56 | 69 | 83 | 111 |
| Dead End | 59 | 71 | 85 | 112 |

| Minimum Length of Tee branch to be Restrained (ft) | | | | | |
|---|---|---|---|---|---|
| | 6" | 8" | 10" | 12" | 16" |
| 8" Tee Run X Branch | 36 | 52 | | | |
| 10" Tee Run X Branch | 33 | 50 | 65 | | |
| 12" Tee Run X Branch | 31 | 49 | 63 | 78 | |
| 16" Tee Run X Branch | 27 | 45 | 60 | 76 | 105 |

| Minimum Restrained Length of Larger Pipe Side (ft) | | | |
|---|---|---|---|
| | 8" | 10" | 12" |
| Reducer: 10" X | 24 | | |
| Reducer: 12" X | 45 | 25 | |
| Reducer: 16" X | 82 | 67 | 48 |

The restrained joints shall be incidental to the cost of the water main.

The cost of Field Lok gaskets shall be paid for at the contract unit price for FIELD LOK GASKET of the size specified.

The cost of furnishing and installing retainer glands is considered incidental to the project.

SP-31 THRUST BLOCKING

Blocking to prevent movement of lines under pressure at bends, tees, caps, valves, plugs and hydrants shall be precast concrete blocking (not poured in place), a minimum of twelve inches (12") thick, placed between undisturbed earth and the fittings, and shall be anchored in such a manner that pipe and fitting joints will be accessible for repairs. The Engineer shall witness all thrust blocking prior to backfilling the water system improvements. Should the system be backfilled prior to inspection, the blocking will have to be excavated by the Contractor for inspection. The cost of thrust blocking is considered incidental to the project.

SP-32 SOIL CERTIFICATION

The completed IEPA LPC-662 form will be provided along with all necessary attachments.

The Contractor will be responsible for locating a receiving facility (CCDD or Soil Only) or other disposal site for all uncontaminated material/soil. Any required paperwork, analysis, etc. required by said receiving facility above and beyond what has been provided shall be acquired by the Contractor at the Contractor's expense.

The Contractor shall provide the documentation at the Engineer's request and shall at a minimum provide copies of said paperwork/analysis, load tickets and receiving facility or disposal site sign-offs for each load of uncontaminated soil disposed.

There are 3 general classifications of soil that have been identified:

1. Certified for disposal at a CCDD or Soil Only Facilities (i.e., uncontaminated)
2. Exceeds pH requirements of CCDD or Soil Only Facilities but does not exceed the maximum allowable concentration of contaminates for CCDD or Soil Only Facilities (i.e., uncontaminated).
3. Exceeds maximum allowable concentration of contaminates for CCDD or Soil Only Facility (see NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL)

Excavation and disposal of uncontaminated excavated material, regardless of pH value, shall be paid for as described within the given standard specifications and Special Provisions of the specified pay items. If not specified within the special provision for a specified pay item, then all labor, material, and equipment required to perform this work is considered incidental to the Contract.

Any excavated material found to be contaminated shall be paid for as NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL of the type specified, as described within the given special provision.

SP-33 HOT-MIX ASPHALT PAVEMENT REMOVAL (VARIABLE DEPTH)

This work shall be completed according to Article 440 of the Standard Specifications and the following Special Provisions:

It is the intent of the Contract to replace existing mountable curb with barrier curb. As such, the grade of the edge of pavement will vary from the existing edge of pavement grade. The Contractor will perform curb and gutter removal and replacement to the grades shown on the plans prior to pavement removal. The new edge of pavement for the replacement curb will become the new grade for the edge of pavement, (minus ¼ inch HMA lip over the gutter flag), for the proposed six-inch thick HMA roadway.

Pavement removal shall consist of the existing HMA pavement in its entirety, plus any required aggregate base removal required to meet the specified cross slopes of the proposed pavement.

The Contractor will perform pavement removal with a self-propelled milling machine per Article 1101.16 of the Standard Specifications. The milling machine will be capable of detecting the elevation of the replacement gutter flag and shall provide pavement removal at a slope of two percent upward from said gutter flag at a depth of five and three quarters inches, (for allowance of six inches of proposed pavement). In any case where curb and gutter is lower on one side of the road than the other, the lowest side shall be milled at two percent from the gutter flag to the crown. The opposing side shall be milled to match the opposing gutter flag at a depth of five and three quarters inches, (for allowance of six inches of proposed pavement). The Contractor shall review the grades shown on the plans to determine whether or not one curb is lower than the other and shall direct pavement removal operations accordingly.

In locations where milling of the existing pavement leaves remnants of the original HMA roadway, these remnants shall be completely removed in a separate pass of the milling machine in order to preserve other cross slopes of the proposed roadway. The proposed grade shall be restored by addition of crushed aggregate of a CA-06 gradation. This aggregate shall be measured in tons for AGGREGATE BASE REPAIR.

Immediately upon completion of pavement removal in front of any driveway apron, access shall be restored over the curb and gutter by means of compacted CA-06 aggregate. This aggregate shall be removed immediately in front of binder course paving. The cost of installing, maintaining, and removing this temporary access shall not be paid for separately, but shall be included in the cost of HOT MIX ASPHALT PAVEMENT REMOVAL, (VARIABLE DEPTH).

HOT MIX ASPHALT PAVEMENT REMOVAL, (VARIABLE DEPTH) shall be measured in square yards of the original HMA pavement to be removed. This area shall include the entire existing pavement area to be removed, regardless of depth of removal required to achieve the proposed pavement grades.

SP-34 HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH)

This work shall be in accordance with Section 440 of the Standard Specifications insofar as applicable and the following provisions.

This work shall consist of the removal of the existing hot-mix asphalt surface and existing aggregate base course to a depth as specified below (including all loose and defective surface), and as directed by the Engineer, in preparation for hot-mix asphalt surfacing. The depth of Hot-Mix Asphalt Surface Removal (Variable Depth) shall be sufficient as to place Leveling Binder and Hot-Mix Asphalt Surface Course in accordance with the plans and specs. The locations and depths of Hot-Mix Asphalt Surface Removal (Variable Depth) are generally as follows:

- Twin Oaks Street – Removal Depth will vary from one (1) inch at the center line of the roadway and increased linearly to a depth of two and three quarters (2.75) inches at the flag of the curb line.

Hot-Mix Asphalt Surface Removal (Variable Depth) shall be measured in place and the areas computed in square yards. The area measured shall be the actual areas required as directed by the Engineer. If additional pavement is removed or damaged due to negligence on the part of the Contractor, the additional quantities shall not be measured for payment.

This work shall be measured and paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH).

SP-35 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 tons for AGGREGATE SUBGRADE IMPROVEMENTS.

SP-36 AGGREGATE SUBGRADE IMPROVEMENT

This work shall consist of placing and compacting aggregate in locations designated by the Engineer for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL.

Replacement aggregate shall consist of three-inch open graded aggregate, capped with approximately three inches of CA-06 gradation crushed aggregate, compacted to the satisfaction of the Engineer. In cases of six-inch undercuts, enough CA-06 aggregate shall be added to provide a smooth aggregate surface for paving of binder course.

This work shall be paid for by tons of three-inch aggregate for AGGREGATE SUBGRADE IMPROVEMENT. Any required CA-06 gradation required for capping to provide a smooth aggregate surface for paving of binder course shall be paid for in tons for AGGREGATE BASE REPAIR.

SP-37 PREPARATION OF BASE

This work shall be in accordance with Article 358 of the Standard Specifications, and the following Special Provisions:

It is the intent of the Contract to provide a two percent cross slope to the lowest gutter flag across any given section of pavement according to Article 358.04(b) of the Standard Specifications. The remaining section of base course shall be graded to match the opposing curb flag and provide a minimum of six-inches of HMA pavement.

This work shall be paid for in square yards for PREPARATION OF BASE of the proposed pavement area, as defined by the proposed edges of the replacement gutter flags.

SP-38 AGGREGATE BASE COURSE REPAIR

This work shall be in accordance with applicable sections of Article 358 of the Standard Specifications.

Aggregate shall be crushed virgin limestone, graded to a CA-06 gradation, or approved equal.

This work shall be paid for in tons for AGGREGATE BASE COURSE REPAIR as required to achieve the proposed roadway for six inches of proposed HMA pavement.

SP-39 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-40 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-41 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-42 TRENCH BACKFILL

Trench Backfill shall be in accordance with Section 208 of the IDOT Standard Specifications except that the initial and final trench backfill shall be CA-7 capped with 18.5 inches of CA-6 up to grade, meeting the requirements of Article 1004 of the Standard Specifications for Road and Bridge Construction. The top 6.5 inches of CA-6 shall be removed prior to patching and shall be included in the cost of

patching. The CA-7 shall be crushed limestone. Trench backfill shall be incidental to the pay item being installed.

Trench Backfill shall be required for all water main, inlets, manholes, and storm sewer where any portion of the trench lies under or within 2' of existing or proposed streets, sidewalks, bike paths, curb & gutter, aggregate shoulder and driveways. All CA-6 placed in such trenches shall be mechanically compacted in maximum one-foot lifts.

Trench Backfill will not be paid for separately but shall be included in the cost of the item requiring backfill, which includes, but is not limited to, water main, sewers, services, hydrants, structures, and exploratory excavations.

SP-43 FOUNDATION MATERIAL

Foundation Material shall be in accordance with Section 20 of the Standard Specifications for Water & Sewer Main construction in Illinois except that the foundation material shall be CA-7, meeting the requirements of Article 1004 of the Standard Specifications for Road and Bridge Construction. Foundation material shall be measured for payment as described in Section 20 of the Standard Specifications for Water & Sewer Main Construction in Illinois.

SP-44 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-45 HYDROSTATIC TESTS AND DISINFECTION OF THE WATER MAIN

The Contractor shall perform Hydrostatic Tests in accordance with Division IV, Section 41 of the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition, and applicable provisions of AWWA C-600 and C-603. The water mains shall be pressure tested at 150 PSI. The test pressure shall not drop more than 2 psi for the duration of the test. Allowable leakage shall be as set forth in AWWA C-600 latest edition. The duration of the test shall be for two hours minimum.

The Contractor shall supply the gauge for the test. The gauge should be of good quality and condition, and be fluid filled. The gauge should have large enough range for the pressure being tested and should be capable of reading a minimum pressure of one (1) psi. The testing length shall be limited to 1000 foot. If more than 1000 foot of water main is tested, the allowable leakage will be based upon 1000 foot. The Village Engineer and Village will need to witness the zeroing out of the gauge prior to the test.

All water main shall be pre-pressure tested prior to the actual test the Village Engineer and the Village witnesses.

Upon completion of the newly laid water main, the water main shall be disinfected in accordance with the American Water Works Association, Procedure Destination, AWWA C-651. The Contractor is responsible for collecting samples and having bacteriological testing performed as required by the Illinois Environmental Protection Agency. The Village and Engineer shall be present when the samples are taken.

The Contractor shall contact the Village Engineer to schedule operation of valves, flush and fill, pressure test, chlorination, and sampling. The Village Engineer will contact the Village accordingly. The Contractor shall provide 48 hours notice prior to performing any of these work items. The following activities must be scheduled with the Village Engineer on independent days:

- ✓ Flush and fill (Water main/service shall then be pre-tested.)
- ✓ Pressure Test (The gauge shall be zeroed out before the start of the test.)
- ✓ Chlorination
- ✓ 1st Day of Sampling
- ✓ 2nd Day of Sampling

Water samples collected on two (2) successive days from the treated piping system shall show satisfactory bacteriological results. Bacteriological analyses must be performed by a laboratory certified by the IEPA and approved by the Engineer.

Should the initial treatment result in an unsatisfactory bacterial test, the original chlorination procedure shall be repeated by the Contractor until satisfactory results are obtained.

The Contractor shall furnish to the OWNER the required documentation, test results, etc., required by the IEPA for placing the water main in service.

This work will be paid for at the contract unit price per lump sum for HYDROSTATIC TESTS AND DISINFECTION OF THE WATER MAIN which price shall include all necessary labor and materials to pressure test, disinfect, and test the water main, all as required to place the water main in service in accordance with the IEPA regulations.

SP-46 WATER SERVICE

The tap, corporation stop, curb stop and curb box, joint materials and other required fittings, trench backfill and installation necessary to connect the existing water services to the newly installed water main are considered as part of this item and shall be paid for at the contract unit price per each for WATER SERVICE CONNECTION of the size specified.

B-box removal shall be considered as part of this item and shall be paid for at the contract unit price per each for WATER SERVICE CONNECTION of the size specified.

The installation of the type "K" copper service pipe shall be paid for at the contract unit price per FOOT for WATER SERVICE LINE of the type and diameter specified, and shall include the earth excavation, preparation of bedding, trench backfill, and delivery and installation of materials necessary to complete this work. The water service line shall be continuous with no intermediate unions.

SP-47 DISCONNECT AND ABANDON EXISTING WATER MAIN

The Contractor shall disconnect and abandon the existing water main at locations shown on the drawings and in the manner detailed.

Disconnecting and abandoning the existing water main shall only occur after the successful chlorination of the new water main and after all water services have been transferred to the new water main.

Disconnecting the existing water main may require interruption of services. The Utilities Supervisor (Village), the Engineer, and the Contractor shall mutually agree upon a date and time for disconnections which will allow ample time to assemble labor and materials and to notify all customers affected. Customers shall be notified at least 48 hours prior to being taken out of service.

The Contractor shall not operate valves on existing mains (unless otherwise authorized by the Village) which shall be closed and opened only by the employees of the Village's Public Works Department.

No valve operation is allowed without a minimum of 48-hour notification to the Village Engineer (EEI). Accordingly, the Village Engineer will coordinate with the Village's Public Works Department. All scheduling should be done by contacting the Village Engineer.

The Contractor shall expose the water main to be disconnected and shall confirm the size and type of piping present. The Contractor shall obtain the necessary materials required to make a proper disconnection. The Contractor shall not proceed until he has all the required materials on site. The Contractor shall limit the time for disconnections to four (4) hours. In no case shall a customer(s) be out of service overnight.

Once the new water mains have been tested and approved for service then the Contractor shall, under the direction of the Engineer and Village, place the new water main in service. At such time, the existing pipe that is to be abandoned shall be disconnected.

The Contractor shall provide disinfection in accordance with IEPA requirements and AWWA Std 651-14 section 4.11 (refer to sheet 3 of the improvement plans).

This work will be paid for at the contract unit price per each for DISCONNECT AND ABANDON EXISTING WATER MAIN of the size specified, which price shall include all equipment, labor, removal and disposal of abandoned pipe, rounded stone bedding, trench backfill, and other materials (not listed for payment separately) required to properly disconnect existing water mains. Ductile Iron Fittings required for these disconnections will be paid for at the contract unit price per pound for DUCTILE IRON FITTINGS. Dewatering, if required, shall be considered incidental to the Contract.

SP-48 VALVE VAULT TO BE ABANDONED

This item shall consist of the abandoning of the existing valve vaults as shown in the plans.

For valve vaults located outside the limits of the bituminous roadway, abandoning the valve vault shall include the removal of the casting, lid, and conical section of the vault. The remaining concrete vault shall be filled with FA-1 aggregate. The remaining void shall be filled with earthen backfill.

For valve vaults located within the limits of the bituminous roadway, abandoning the valve vault shall include the removal of the casting, lid, and conical section of the vault. The remaining concrete vault shall be filled with CA-7 aggregate. The remaining void shall be filled with CA-7 aggregate (trench backfill) except the top 15" below the pavement section shall be capped with CA-6.

Pavement removal and replacement will be paid for as described within the given Special Provisions of the specified pay items. The minimum width for removal and replacement shall be five feet (5') and all edges are to be saw cut.

Valve vaults to be abandoned shall be paid for at the contract unit price per each as VALVE VAULT TO BE ABANDONED which includes all necessary labor, tools, equipment, aggregate and materials necessary to remove existing valve boxes or vaults.

SP-49 VALVE BOX TO BE ABANDONED

This item shall consist of the removal of the existing valve boxes as shown on the plans. Removal shall include the excavation and physical removal of the valve box.

For valve boxes located outside the limits of the bituminous roadway, the removal shall include the excavation and physical removal of the valve box and backfilling the void left by the valve box with earthen backfill.

For valve boxes located within the limits of the bituminous roadway, the removal shall include the excavation and physical removal of the valve box and backfilling the void left by the valve box with CA-6 aggregate (trench backfill).

Pavement removal and replacement will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT PAVEMENT REMOVAL AND REPLACEMENT, of the depth specified, measured in place, with a minimum width of five feet (5') installed per applicable sections of the Standard Specifications - all edges to be saw cut.

Any trench backfill required for the valve box removal shall be considered incidental to the VALVE BOX TO BE ABANDONED.

Valve box removal shall be paid for at the contract unit price per each as VALVE BOX TO BE ABANDONED which includes all necessary labor, tools, equipment, and materials necessary to remove existing valve boxes.

## SP-50 FIRE HYDRANT ASSEMBLY REMOVAL

This item shall consist of the removal of the existing auxiliary valves and fire hydrants as shown in the plans. Removal shall include the excavation and physical removal of the auxiliary valve and hydrant, capping of the existing abandoned water main lead at the location of the removed auxiliary valve and backfilling the void left by the auxiliary valve and hydrant with earthen backfill and/or trench backfill.

"Breaking-off" the auxiliary valve and fire hydrant will not be allowed. Fire Hydrants shall be delivered to the Village of Bensenville Public Works department located at 711 E. Jefferson St, Bensenville.

This work will be paid for at the contract unit price per each for FIRE HYDRANT ASSEMBLY REMOVAL which includes all necessary labor, tools, equipment, and materials necessary to remove existing fire hydrants. Any trench backfill required for the fire hydrant removal shall be incidental. The required mechanical joint caps for these removals will be paid for at the contract unit price per pound for DUCTILE IRON FITTINGS.

## SP-51 COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT

This work shall consist of the removal and replacement of any existing curb and gutter (various types) in the locations as shown in the plan and shall be in accordance with Sections 202, 311, 440 and 606 of the Standard Specifications insofar as applicable and as described herein.

The construction of concrete curb and gutter shall include the excavation for and placement of a minimum of 4" CA-6 Sub-base Granular Material, in accordance with Sections 202 and 311 of the Standard Specifications, if the existing aggregate base is considered unsuitable by the Engineer. The excavation for the curb and gutter, the placement and compaction of 4" CA-6 Sub-Base Granular Material, the disposal off-site of the excavated material and the curing and protection in accordance with Article 1020.13 shall be included in this pay item.

At all expansion joints, the Contractor shall provide two smooth No. 8 dowel bars, 18" long, through the expansion joint. ¾" premolded expansion joints shall be placed at all radius points and at intervals as indicated as detailed in the Plans.

The existing curb shall be tied to the new curb and gutter by drilling and epoxying two expansion tie anchor bars (3/4") meeting the pull-out load capacity guidelines of Article 1006.09 of the Standard Specifications. The expansion joint dowel bars shall be No. 8. Two (2) #4 rebar shall be omitted from the curb and gutter unless the curb is crossing a utility.

The flag thickness for the curb and gutter shall be ten (10") inches.

Contraction joints (2" deep) shall be sawed every 10 linear feet (as measured in the flow line). All expansion and contraction joints shall be sealed in accordance with Section 420 of the Standard Specifications.

At locations where the proposed curb and gutter is to be constructed across trenches or within three feet of the close edge of any trench, two (2) no. 4 reinforcement bars shall be placed in the proposed gutter. These reinforcement bars shall not be continuous through transverse expansion joints but shall be stopped 3" short of the joint. Cost of these reinforcement bars, complete in place, shall be included in the cost for the curb and gutter. Voids created in front of the curb due to removal operations shall be clean of unsound material (stone, broken asphalt, debris, etc.) and shall be backfilled with concrete prior to milling operations. The cost of this work is included in the pay item.

This work shall be measured and paid for at the contract unit prices per foot for COMBINATION CURB AND GUTTER REMOVAL and COMBINATION CONCRETE CURB AND GUTTER of the type specified.

SP-52 CLASS D PATCH, 6-INCH

This work shall consist of removal of the existing pavement, the necessary excavation of trench backfill and the replacement with the class and type of patch specified at designated locations according to the hot-mix asphalt requirements table in the plans.

This work shall be performed in accordance with Article 442 of the Standard Specifications except that patches will not be broken down into various types based on area but shall instead all be measured and paid completely under this pay item regardless of size.

This item shall consist of excavation of trench backfill material, re-compaction of aggregate prior to placement of asphalt, 4" Hot-Mix Asphalt Binder Course, IL-19.0, N50 and 2" Hot-Mix Asphalt Surface Course, Mix "D", N50, in accordance with the Standard Specifications and Hot-Mix Asphalt Mixture Requirements table shown in the plans.

Excavation or removal beyond the limits indicated in the plans shall not be paid for, nor will the material be paid for that is required to bring the excavated area back to proper grade. HMA replacement beyond the limits shown on the plans, or limits directed by the engineer, will NOT be measured for payment and is considered incidental.

Any excess material from excavation will be disposed of offsite by the Contractor and shall be included in the cost of this item.

All saw cuts adjacent to pavement to remain in place will be considered incidental to this pay item.

This work will be paid for at the contract unit price per square yard for CLASS D PATCH, 6-INCH, measured in place, which includes sawcuts, pavement removal and disposal, removing, grading and compacting aggregate trench backfill, Hot-Mix Asphalt Binder Course, and Hot-Mix Asphalt Surface Course. This work must be completed within one week after completion of water main installation.

SP-53 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-54 PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT

This work shall consist of placement of the Portland Cement Concrete Pavement, excavation and aggregate base course at the driveway entrance locations designated in the plans and the applicable provisions of Sections 311, 420 and 423 of the Standard Specifications. Additionally, each driveway shall also be constructed using a 10-gauge wire mesh. At the Contractor's option, PCC with fibers will be allowed in lieu of the 10-gauge wire mesh.

The Contractor shall saw cut the driveway pavement prior to removal.

This item shall consist of 2" Aggregate Base Course (compacted CA-6) over prepared subgrade, 7" Portland Cement Concrete Pavement placed in accordance with the Standard Specifications. This work will be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT, measured in place, which includes sawcuts, furnishing, placing, and compacting 2" Aggregate Base Course (CA-6) and 7" Portland Cement Concrete Pavement.

## SP-55 BRICK PAVER REMOVAL AND REINSTALLATION

This work shall consist of removal and reinstallation of the Brick Pavers, excavation and aggregate base course at the locations designated in the plans and the applicable provisions of Sections 311 of the Standard Specifications. The existing brick pavers shall be removed, stored, and reinstalled. Any pavers damaged during construction shall be replaced and paid for by the Contractor.

This item shall consist of 4" Aggregate Base Course (compacted CA-6) over prepared subgrade, and reinstallation of the existing brick pavers. This work will be paid for at the contract unit price per square foot for BRICK PAVER REMOVAL AND REINSTALLATION, measured in place, which includes furnishing, placing, and compacting 4" Aggregate Base Course (CA-6) and removing and reinstalling the brick pavers.

This work shall consist of removing and reinstalling brick pavers at the hammerhead end of Twin Oaks St as required for curb and gutter improvements.

Any removed brick pavers shall be temporarily stored by the Contractor (onsite storage will be permitted) and replaced after all construction is completed in the area of paver replacement at the locations as shown on the plans and as further directed by the Engineer. Prior to replacing the pavers, the aggregate base shall be properly restored to provide proper bedding of the pavers. This work shall be scheduled no later than four days after the placement of the new curb and gutter.

Any damaged or stolen pavers shall be replaced at the Contractor's expense.

This work will be paid for at the Contract unit price per square feet of BRICK PAVER REMOVAL AND REINSTALLATION which price shall include all labor, equipment, and material necessary to complete this pay item as specified and provide any additional aggregate base or excavation of poor materials as needed.

## SP-56 EXCAVATE AND REMOVE CENTER ISLAND

This item shall consist of the removal of curb, grass, excavation of existing soil to proposed subgrade, and placement and compaction of aggregate base course associated with the existing center island in the Argyle St cul-de-sac as shown on the plans.

Excavation will be done to an appropriate depth to allow for the placement of 6" CA-6 aggregate base course in preparation for the placement of binder and surface course.

Any excess material from excavation will be disposed of offsite by the Contractor and shall be included in the cost of this item.

This work will be paid for at the Contract unit price of lump sum for EXCAVATE AND REMOVE CENTER ISLAND which price shall include all labor, equipment, and material necessary to complete this pay item as specified. The cost of the

aggregate base course will be included in the cost for this item and will not be paid for separately.

The cost for binder and surface course at this location will be paid for at the Contract unit price of ton for HOT-MIX ASPHALT BINDER COURSE, IL 19.0 and HOT-MIX ASPHALT SURFACE COURSE, MIX D.

SP-57 REMOVE, SALVAGE, AND REINSTALL EXISTING SIGN

This work shall consist of removing existing sign panel assemblies, as well as the existing posts and assembly and reinstalling the existing sign panel assembly at a location specified by the Engineer. This work shall be coordinated with the Village and the Engineer prior to starting the work. **All sign panel assemblies shall be transported to the Village Public Works Department for storage until the time of reinstallation.** Damage to the sign panel assemblies during removal, transportation, or reinstallation shall result in the installation of a new sign panel assembly at the Contractor's expense.

Sign panel assemblies to be relocated will be paid for at the contract unit price each for REMOVE, SALVAGE, AND REINSTALL EXISTING SIGN. This price shall include all labor, materials, and equipment necessary to complete the work.

All temporary signs shall be incidental to the contract.

SP-58 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-59 STORM SEWER TO BE ABANDONED

This item shall consist of the abandonment of existing storm sewer as shown in the plans and in the manner detailed.

Disconnecting and abandoning the existing storm sewer shall only occur after the connection of the new storm sewer and storm structures is complete. Each abandoned location shall be brick and mortared per Village standards.

This work will be paid for at the contract unit price per each for STORM SEWER TO BE ABANDONED, which price shall include all equipment, labor, removal and disposal of abandoned pipe, rounded stone bedding, trench backfill, and other materials (not listed for payment separately) required to properly abandon the existing storm sewer.

SP-60 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-61 PARKWAY RESTORATION

The Contractor shall restore any area disturbed to a condition equal to or better than its original use. This shall include finish grading, establishment of a vegetative cover (sod), and general cleanup.

The Contractor shall restore all areas within the road parkway disturbed during construction of the water main, water main services, storm sewer, or roadway and related appurtenances or as part of any of their activities to a condition equal to or better than the original condition and as follows:

All parkway areas disturbed during construction shall be restored to their original shape, contour, and condition. The disturbed areas in the parkway must be covered with sodding, salt tolerant per Section 252 of the Standard Specifications. Any topsoil required as part of the restoration shall be provided and installed and are considered incidental to PARKWAY RESTORATION to a minimum depth of 6-inches.

No sod will be required in areas that currently do not have vegetative cover unless otherwise shown on the plans. The Contractor will be responsible for grading the disturbed areas to their original condition and grade.

The Contractor shall be responsible for maintaining all restored areas until such a time as the Village accepts these areas. This acceptance will be granted after the Owner or their Sub-Contractor has both fulfilled the minimum required maintenance items which meets the acceptance standards set forth in these Special Provisions.

Acceptance of sodded areas will be determined by inspection by the Village and Engineer. In order for an area to be accepted, it shall conform the following:

a) Grass shall display a reasonably uniform distribution of grass plants
b) Grass shall display vigorous growth and be green and healthy

Areas having bare spots larger than one (1) square foot will not be accepted. These spots must be re-sodded in accordance with maintenance specifications.

The Contractor shall communicate regularly with the Owner or his Sub-Contractor to discuss their progress so that restoration may be completed in a timely fashion.

Temporary seeding will be required due to inclement weather. All temporary seeding shall be completed per the seeding schedule on the Engineering Plans and shall be considered incidental to the project.

The Contractor shall field verify these limits prior to construction to ensure all disturbed areas are restored to a condition equal to or better than its original use.

Additional areas damaged by machinery, construction equipment, Contractor negligence or over-excavation beyond the limits shown in the plans shall be repaired in accordance with this Special Provision, at the Contractor's expense.

Unless otherwise listed for payment separately, all work under the general heading PARKWAY RESTORATION will be paid for at the contract unit price per square yard for PARKWAY RESTORATION. This price shall be payment in full for furnishing and placing a minimum 6-inches of topsoil, and any necessary temporary erosion control seeding as well as restoring the areas disturbed with sod.

## SP-62 RESTORATION

The Contractor shall restore any area disturbed to a condition equal to or better than its original use. This shall include finish grading, establishment of a vegetative cover (seeding), and general cleanup.

The Contractor shall restore all areas disturbed outside of the parkway during construction of the water main, storm sewer, or related appurtenances or as part

of any of their activities to a condition equal to or better than the original condition and as follows:

All ditches, utility trenches, and other grassed areas disturbed outside of the parkway during construction shall be restored to their original shape, contour, and condition or proposed conditions as shown in the engineering plans. Seeding, including finish grade preparation of seedbed, fertilizer and planting shall be as set forth in Section 250 of the Standard Specifications. All disturbed areas must be covered with erosion control blanket per Section 251 of the Standard Specifications. The seeding mixture used shall conform with the schedule on the Engineering Plans. Topsoil (six-inch (6") minimum thickness) shall be provided where required.

No seeding will be required in areas that currently do not have vegetative cover unless otherwise shown on the plans. The Contractor will be responsible for grading the disturbed areas to their original condition and grade.

The Contractor shall be responsible for maintaining all restored areas until such a time as the Village accepts these areas. This acceptance will be granted after the Owner or their Sub-Contractor has both fulfilled the minimum required maintenance items and has established a stand of grass (where required) which meets the acceptance standards set forth in these Special Provisions.

Acceptance of seeded areas will be determined by inspection by the Village and Engineer. In order for an area to be accepted, it shall conform the following:

c) Grass shall display a reasonably uniform distribution of grass plants
d) Grass shall display vigorous growth and be green and healthy

Areas having bare spots larger than one (1) square foot will not be accepted. These spots must be re-seeded in accordance with seeding and maintenance specifications.

The Contractor shall communicate regularly with the Owner or his Sub-Contractor to discuss their progress so that restoration may be completed in a timely fashion.

Temporary seeding will be required due to inclement weather. All temporary seeding shall be completed per the seeding schedule on the Engineering Plans and shall be considered incidental to the project.

The Contractor shall field verify these limits prior to construction to ensure all disturbed areas are restored to a condition equal to or better than its original use.

Additional areas damaged by machinery, construction equipment, Contractor negligence or over-excavation beyond the limits shown in the plans shall be repaired in accordance with this Special Provision, at the Contractor's expense.

Unless otherwise listed for payment separately, all work under the general heading RESTORATION will be paid for at the contract unit price per square yard for

RESTORATION. This price shall be payment in full for placement or furnishing a minimum 6-inches of topsoil and any necessary temporary erosion control seeding as well as restoring the areas disturbed.

SP-63 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-64 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-65 FUNDING SIGN

This work shall consist of the fabrication, erection, maintenance, and removal of a sign which credits the DuPage Community Development Commission and the United States Department of Housing and Urban Development for funding the project.

The sign shall have dimensions of four feet (4') high by six feet (6') wide. The sign shall be white with black letters and shall state the following:




The sign shall be placed at a location within the project limits at a location identified by the Engineer and shall be erected prior to commencing construction activities. The sign shall remain in place until all construction has been completed. All of the supporting (8.5"x11") EEO, Davis Bacon Wages laminated documents, and etc. shall be displayed on this sign.

This work will be paid for at the contract unit price per each for FUNDING SIGN which shall include all labor and materials necessary to construct, maintain, and remove this pay item as specified.

SP-66 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.

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Resolution | Brad Hargett | Public Works | October 28, 2025 |

## DESCRIPTION:

Resolution Authorizing the Award of a Construction Contract to Meade Electric Company, Inc. of Willowbrook, IL for the York Road Traffic Signals Upgrades in the not-to-exceed amount of $100,865

## *SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*

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

## COMMITTEE ACTION:

Committee of the Whole (Unanimously approved 5-0)

**DATE:** October 21, 2025

## BACKGROUND:

The Village owns and maintains four traffic signals along the York Road corridor located at York Road/George Street, York Road/Jefferson Street, York Road/Memorial Street, and York Road/Green Street intersections. Upon inspection of the traffic signals at each of the four intersections, it was identified that traffic signals and preemption equipment require partial replacement due to age and condition.

Scope of work includes controller replacement due to age of controllers, EVP repairs including phase selectors and LED beacons, EVP cable, upgrading the pole mount services due to age at George, York and Memorial intersections. At the York and Green intersection, work improvements include complete traffic signal cabinet replacement due to ages and create uniformity across all four intersections, EVP repairs include phase selectors and LED beacons, EVP cable, and upgrading the pole mount service due to age.

## KEY ISSUES:

Meade Electric Company, Inc. (Meade) has provided traffic signal and preemption device and maintenance service at all four of the Village traffic signal locations in the past is our current maintenance contractor. The traffics signal upgrades are maintenance improvements to be performed by our traffic signal maintenance contractor. Meade is also IDOT prequalified to perform the subject improvements.
This is a budgeted project for 2025.

## ALTERNATIVES:

Discretion of Village Board

## RECOMMENDATION:

Staff recommends approval of a Resolution Authorizing the Award of a Construction Contract to Meade Electric Company, Inc. of Willowbrook, IL for the York Road Traffic Signals Upgrades n the not-to-exceed amount of $100,865

## BUDGET IMPACT:

In FY2025, a total of $100,000 is budgeted for this project in Capital Improvements Fund account #31080810-596000-24901. Additional funding is available in the CIP account #31080810-596000 to cover the additional costs above the budgeted amount.

## ACTION REQUIRED:

Resolution Authorizing the Award of a Construction Contract to Meade Electric Company, Inc. of Willowbrook, IL for the York Road Traffic Signals Upgrades in the not-to-exceed amount of $100,865

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Resolution | 10/10/2025 | Resolution Letter |
| Location Map | 10/10/2025 | Backup Material |
| Contract | 10/10/2025 | Backup Material |

**RESOLUTION NO.**

**AUTHORIZING WAIVING COMPETETIVE BIDDING AND EXECUTING A CONSTRUCTION CONTRACT WITH MEADE ELECTRIC COMPANY, INC. OF WILLOWBROOK, IL FOR THE YORK ROAD TRAFFIC SIGNALS UPDATES IN THE NOT-TO-EXCEED AMOUNT OF $100,865**

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

WHEREAS the Villages of Bensenville owns and is responsible for maintaining and service traffic signals including pre-emption devices at four intersections along York Road. This includes the traffic signals at York Road/George, York Road/Jefferson Street, York Road/Memorial Street, and York Road/Green Street intersections, and

WHEREAS the Village of Bensenville contracts out the maintenance and services for traffic signals required at these intersections, and

WHEREAS as upon inspection of the traffic signals at each of the four intersection's, it was identified that traffic signals and pre-emption equipment require partial replacement due to age and condition, and

WHEREAS the traffic signal upgrades are maintenance improvements to be performed by our traffic signal maintenance contractor, and

WHEREAS Meade Electric Company, Inc. (Meade) is our current maintenance contractor. Meade has provided traffic signals and pre-emption devices and maintenance service at all four traffic signal locations in the past. Meade is IDOT prequalified to perform the traffic signal upgrades, and

WHEREAS the Village requested a proposal from Meade for the proposed traffic signals upgrades; and

WHEREAS after project scoping and negotiations, Meade has provided a construction proposal in the not-to-exceed amount of $100,865; and

WHEREAS staff recommend waiving competitive bidding, requiring a super-majority approval of the Village Board.

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 authorize and approves the attached Resolution waiving competitive bidding and executing a construction contract to Meade Electric Company, Inc. of Willowbrook, IL for the York Road Traffic Signals Upgrades in the not-to-exceed amount of $100,865.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 28, 2025.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

# GISConsortium | Village of Bensenville- York Rd Traffic Signals




0 1500 3000 ft

**Print Date: 10/10/2025**

**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.*

Proposal #N25-41
Issuance Date: 10/10/2025
Bensenville Intersection Upgrades

Village of Bensenville
ATTN: Brad Hargett
717 E. Jefferson Street
Bensenville, IL 60106

Jobsite Location: York & George, York & Jefferson, York & Memorial, York & Green

Meade, Inc. is pleased to provide the Village of Bensenville with a budgetary proposal for traffic signal related improvements at the above-mentioned intersections Meade currently maintains. Our scope and price is as follows:

Scope of work:

1.) **York & George, York & Jefferson, York & Memorial**: Controller (Cobalt) replacements suggested due to age of controllers (conflict monitors not included & includes replacement of controller only). EVP repairs include phase selectors and LED beacons only (detectors are in fair condition and appear to be reusable, 50ft of EVP cable included as an incidental to address any possible cable connection issues). Upgrading pole mount services suggested due to age (wear/tear/present damages) and that in upgrading existing pole mounted service will accommodate appropriate grounding capabilities that existing does not offer. Service upgrade includes the pole mt service and incidental conduit, 6 cable, grounding, and mounting hardware required. Labor & equipment to complete above repairs included in this price.
   **Total per (1) each intersection: $18,035.00, Extended Total: $54,105.00**

2.) **York & Green:** Complete traffic signal cabinet replacement from current to Econolite TS2; reusing current cable. Does not include additional signal cable outside of cabinet connections. We are suggesting this due to the age of the cabinet and that this upgrade will create uniformity across all (4) Bensenville intersections. EVP repairs include phase selectors and LED beacons only (detectors are in fair condition and appear to be reusable, 50ft of EVP cable included as an incidental to address any possible cable connection issues). Upgrading pole mount services suggested due to age (wear/tear/present damages) and that in upgrading existing pole mounted service will accommodate appropriate grounding capabilities that existing does not offer. Service upgrade includes the pole mt service and incidental conduit, #6 cable, grounding, and mounting hardware required. Labor & equipment to complete above repairs included in this price.
   **Total per (1) each intersection: $46,760.00**

**Total Repairs: $100,865.00**
***Please note proposal is only valid for 30 days from issuance date. ****

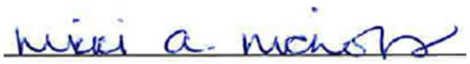
Please review and keep one copy for your records; please pass other copies to proper authorities for review and approval as necessary. Please return one signed and dated approved proposal to Meade

Proposal #N25-41
Issuance Date: 10/10/2025
Bensenville Intersection Upgrades

upon acceptance of this proposal and we will at the time of receipt work towards coordinating a start date and time for this proposed scope of work.

Should you have any questions, please do not hesitate to contact me. (312) 237-8779
I am always available.

Thank you,



Nikki A. Nichols, Project Manger

Proposal Acceptance:

| | |
|---|---|
| Signature | 10.28.2025<br>Date |
| Frank DeSimone, Village President<br>Printed Name & Title | |

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Resolution | Frank Palumbo | Public Works | October 28, 2025 |

## DESCRIPTION:

Resolution Authorizing the Execution of a Purchase Order with Morton Salt, Inc. for the Purchase of 600 Tons of Bulk Rock Salt in the Not-to-Exceed Amount of $42,402

## *SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*

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

## COMMITTEE ACTION:

Committee of the Whole (Unanimously approved 5-0)

## DATE:

October 21, 2025

## BACKGROUND:

One of Public Works core functions is our snow and ice management program. Keeping our streets safe during winter events is something the department takes considerable pride in. One of the key variables in a successful snow and ice management program is rock salt. In a typical winter, we utilize approximately 1,250 tons of salt.

The Village has taken a number of approaches in securing our rock salt purchases in the past - State bid, County bid, open market, and emergency contracts. Over the years, the Village has elected to secure salt from two different sources (State of Illinois and DuPage County). This approach provided us the ability to go to two different sources in a difficult winter, when securing extra salt is very difficult. This approach usually leads to two different prices that also gives us the ability to take advantage of maximizing our lower contract and minimizing our higher contract.

## KEY ISSUES:

The State of Illinois contract allows for an 80% minimum purchase (400 tons) and a maximum of 120% (600 tons). The cost for 2026 is **$70.87 per ton** as provided by Morton Salt, Inc. Our commitment is 500 tons which will keep our dome full through 2026 Season.

It is the intent of the Village purchase a combination from our two contracts that will yield the most salt for the least cost (based on need). We currently have approximately 1,500 tons in our salt dome.

Staff is requesting approval for the maximum quantity of salt (600 tons) at this time. Any unused salt allowance will be returned to the general fund and used in future years. The cost of the maximum salt purchase is $42,402.

We anticipate using this Purchase Order at the end of the season to fill our dome.

## ALTERNATIVES:

Discretion of Village Board

## RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing the Execution of a Purchase Order with Morton Salt, Inc. for the Purchase of 600 Tons of Bulk Rock Salt in the Not-to-Exceed Amount of $42,402

## BUDGET IMPACT:

Funds are allocated in CY2025 11050420-552610.

## ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Purchase Order with Morton Salt, Inc. for the Purchase of 600 Tons of Bulk Rock Salt in the Not-to-Exceed Amount of $42,402

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| RES - Bulk Rock Salt Purchase 2025-2026 - State | 10/2/2025 | Resolution Letter |
| P-85804 Executed Contract Redacted-Morton 09.29.25 | 10/2/2025 | Backup Material |
| Morton Rock Salt Participant Summary For Participants | 10/2/2025 | Backup Material |

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER WITH MORTON SALT, INC. FOR THE PURCHASE OF 600 TONS OF BULK ROCK SALT IN THE NOT-TO-EXCEED AMOUNT OF $42,402**

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

WHEREAS the Village purchases bulk rock salt as a vital component of our Snow and Ice Management Program, and

WHEREAS the Village has received bids from the State of Illinois, the lowest bidder being Morton Salt Inc. at $70.87 per ton, and

WHEREAS the Village has elected to participate in the standard delivery option of this program allowing a purchase between 80% and 120% of the allocation, and

WHEREAS the Village has requested 500 tons of bulk rock through the program, and

WHEREAS the total cost of the maximum purchase (120% or 600 tons) is $42,402.

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 THREE: The Village Board authorizes and approves this Resolution Authorizing the Execution of a Purchase Order with Morton Salt, Inc for the Purchase of 600 Tons of Bulk Rock Salt in the Not-to-Exceed Amount of $42,402.

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

SECTION SIX: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 28, 2025.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

*Central Management Services*

Contract

*JPMC Rock Salt, Bulk FY26*

25-416CMS-BOSS4-P-85804

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

# 1. SCOPE OF WORK

## 1.1. OVERVIEW AND PURPOSE:

To establish a joint purchase master contract (JPMC) for bulk rock salt to be purchased on an as-needed basis during the contract period.

This JPMC may be utilized by all governmental units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon the CY25-26 Illinois Department of Central Management Services Joint Participation Agreement Survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

## 1.2. SUPPLIES AND/OR SERVICES REQUIRED:

**1.2.1.** The vendor will provide bulk rock salt based on quantity ordered within the timeframe listed herein.

**1.2.2.** Rock Salt Specification Requirements:

**1.2.2.1.** Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation

Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.

**1.2.2.2.** Rock Salt shall be free flowing fresh stock. Reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

**1.2.3.** Quantity Commitments: All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

**1.2.3.1.** Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.

**1.2.3.2.** Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

**1.2.3.3.** Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price. That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.

**1.2.3.4.** Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.

**1.2.3.5.** Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment

will be met once the 300(0.8) = 240 tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

**1.2.4.** Weights and Measures Requirements and Adjustments:

**1.2.4.1.** Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois (225 ILCS 470). The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

**1.2.4.2.** The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

**1.2.4.3.** Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the Vendor's delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

**1.2.4.4.** Should the vehicle weight check result in the net weight of material shown on the delivery ticket to be less than the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second independent weight check (IWC2). The vehicle will be weighed on a second independent Department of Agriculture certified scale used for the initial independent weight check. If the second independent weight check (IWC2) is within the 600-pound tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second weight check confirms the net weight of the material shown on the Vendor's delivery ticket is less than the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket to the checked delivered

net weight as determined by the initial independent vehicle weight check (IWC1).

**1.2.4.5.** Method of Measurement: The State will also adjust the method of measurement for subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks (ICW1). The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$A = [1.0 - (B - C) / B]$; Where $A < 1.0$ and $B - C > 600$

Where: A = Adjustment factor

B = Net weight shown on the delivery ticket from Vendor

C = Net weight on the vehicle determined from independent weight check from IWC1

The adjustment factor will be applied as follows:

Adjusted Net Weight = A x Delivery Ticket Net Weight

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

Should the Vendor elect to challenge the results of the independent weight check, the State will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Vendor furnishes the State with written documentation that the source scale has been calibrated within seven calendar days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration demonstrates that the

source scale was not within the specified Department of Agriculture tolerance.

**1.2.4.6.** Deductions: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

| Moisture Content (%) | Deduction in Price (Per Truckload) |
|---|---|
| 0.00 TO 2.00 | NO DEDUCTION |
| 2.01 TO 2.50 | 10% DEDUCTION |
| 2.51 TO 3.00 | 15% DEDUCTION |
| 3.01 TO 3.50 | 20% DEDUCTION |
| 3.51 TO 4.00 | 25% DEDUCTION |
| GREATER THAN 4.01 | REJECTION OF LOAD |

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

1.2.4.6.1. When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less $5.00 per ton.

1.2.4.6.2. When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less $10.00 per ton.

1.2.4.6.3. When the NACL content is less than 90.0 percent, the load will be rejected.

**1.2.5.** Ordering

**1.2.5.1.** Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative. All

other governmental units will use their own purchase order system.

**1.2.5.2.** Order Quantities: Orders shall be scheduled in amounts that make up full (22-25 tons) truckloads, orders for less than truckload will not be accepted.

**1.2.5.3.** Initial Orders: The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.

**1.2.5.4.** Seasonal Orders: Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.

**1.2.5.5.** Order Timeline: For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.5.6.

**1.2.5.6.** Order Guidelines: An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.

**1.2.5.7.** Peak Season Orders: After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines,

thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.

**1.2.5.8.** Post Season Orders: All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day. Storage for all post season orders shall not exceed a period of six (6) months.

**1.2.5.9.** Maximum Overage Tonnage Allowed for Quantity Commitments: The Vendor shall deliver within one full truck load of 22-25 tons for each governmental unit's total quantity commitments. All governmental units will be required to pay for any overage tons delivered over the quantity commitment and within the full truck load of 22-25 tons. If the Vendor should deliver more than the max. allowed, then the governmental unit will have the option to request that the Vendor pick up the tonnage amount of rock salt to meet the maximum overage tonnage at no cost to the governmental unit.

## 1.3. MILESTONES AND DELIVERABLES:

**1.3.1.** Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested by the CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in a timely manner may be considered a breach of contract.

**1.3.2.** Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and tonnage amounts of salt delivered.

**1.3.3.** The Vendor warrants that all products furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this Contract including any specifications or standards. In addition, Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

**1.3.4.** The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all governmental units and not-for-profit agencies. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) Number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

A sample of the report's format is as follows:

| Line Item # | Description | Quantity | Ordering Entity |
|---|---|---|---|
| 1 | XXXXXXXX | XXX | XXXXXX |
| 2 | XXXXXXXX | XXX | XXXXXX |

## 1.4. VENDOR/STAFF SPECIFICATIONS:

**1.4.1.** Vendor Meetings:

**1.4.1.1.** The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).

**1.4.1.2.** The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.

**1.4.1.3.** The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

**1.4.2.** Stockpile and Delivery Performance:

**1.4.2.1.** Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.

**1.4.2.2.** STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:

1.4.2.2.1. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.

1.4.2.2.2. 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Stockpiles must be securely covered within 10 calendar days of the required 100% staging dates listed above. This may be accomplished by storing the material in a building or covering it with a waterproof material (generally a tarp) that is sufficiently secured to withstand damage from wind. Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

**1.4.2.3.** STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.

**1.4.3.** Safety Data Sheets: The Vendor is required to furnish a Safety Data Sheet (SDS) for each toxic substance shipped. Submission of Safety Data Sheets is required by the Illinois Toxic Substances Disclosure to Employees Act. 820 ILCS 255/1 ET SEQ, or subsequent amendment.

**1.4.4.** Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

## 1.5. TRANSPORTATION AND DELIVERY:

**1.5.1.** Delivery Time: Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any participating Governmental Unit. Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.5.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.

**1.5.2.** Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.

**1.5.3.** Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.

**1.5.4.** Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.

**1.5.5.** Delivery Tickets: Each Vendor and subcontractor shall have an automatic printer to record the gross weight of rock salt. The automatic printer shall be an integral part of the scale equipment, or the scale and printer shall be directly connected in a manner that will prohibit the manual entry of gross weights. Tare and net weights shall be shown on weigh tickets and may be printed automatically or entered manually. The State reserves the right to immediately, and without notice to Vendor or subcontractor, take action to remedy Vendor failure of automatic printing. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure all weights and measures are correct. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.

**1.5.6.** Delivery Requirements: All truck loads shall be covered with weatherproof material (generally a tarp). Any truck loads not covered may be rejected at the delivery site. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order.

**1.5.7.** Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.

**1.5.8.** Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.

**1.5.9.** Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may

be rejected. In the event any agency discovers foreign material in truckloads of rock salt already dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.

**1.5.10.** Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

## 1.6. SUBCONTRACTING:

Subcontractors are allowed.

**1.6.1.** Will subcontractors be utilized? ☒ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of $100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than $50,000 must include Illinois Standard Certifications completed by the subcontractor.

**1.6.2.** Please identify below subcontracts with an annual value of $100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

*See attached subcontractor list

- Subcontractor Name: Click here to enter text

  Amount to Be Paid: Click here to enter text

  Address: Click here to enter text

  Description of Work: Click here to enter text

- Subcontractor Name: Click here to enter text

  Amount to Be Paid: Click here to enter text

  Address: Click here to enter text

  Description of Work: Click here to enter text

**If additional space is necessary to provide subcontractor information, please attach an additional page.**

**1.6.3.** If the annual value of any subcontracts is more than $100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

**1.6.4.** If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

**1.7.** **WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location.

If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States.

*see attached stockpile list

- Location where services will be performed: Click here to enter text
- Value of services performed at this location: Click here to enter text

- Location where services will be performed: Click here to enter text
- Value of services performed at this location: Click here to enter text

## 2. PRICING

**2.1.** **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

**2.2.** **VENDOR'S PRICING:** Vendor's pricing is located in the Items Tab in the BidBuy Purchase Order. The State includes in this contract the BidBuy Purchase Order as it contains the agreed pricing.

**2.2.1.** Pricing must include all costs shipped F.O.B. destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

**2.3.** **GOVERNMENT ACTIONS:** A price adjustment may be requested from the Vendor following the execution date of this Contract due to unforeseeable government actions including tariffs, duties or similar governmental charges that are beyond the control of either Party. The additional governmental charges will be added to the invoice as a separate line item.

**2.3.1.** Verifiable documentation of such changes, including but not limited to, invoices, published price lists or official price bulletins, etc., from the Vendor's supplier, will be provided with the request for economic adjustment in order to substantiate any requested change. The State reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, as published by the US Department of Labor, Bureau of Labor Statistics). The State also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases and may be requested by either party.

**2.3.2.** The claim for such adjustment must include a certification from the manufacturer/supplier verifying the actual cost at the time of the bid award and at the time of the requested increase. The increase will be allowed only on the cost to the Vendor. No increase or change in the Vendor's overhead, profit or other factors will be approved. Vendor shall not be entitled to apply any governmental charges without first obtaining approval of such request from the Department of Central Management Bureau of Strategic Sourcing.

**2.3.3.** At the sole discretion of the Agency, if the government action that warranted a price adjustment granted under this Section is rescinded, the price shall automatically revert to the previous contract price, without notice to the Vendor.

**2.4.** **MAXIMUM AMOUNT:** This Joint Purchase Master Contract is an indefinite quantity contract.

## 3. TERM AND TERMINATION

**3.1.** **TERM OF THIS CONTRACT:** The contract will have an initial term commencing upon October 1, 2025 or the last dated signature of the Parties, whichever is later and ending on September 30, 2026. In no event will the maximum total term of the contract, including the initial term, any renewal terms, and any extensions, exceed ten (10) years. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

**3.2.** **TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

**3.3. TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

**3.4. AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

# 4. STANDARD BUSINESS TERMS AND CONDITIONS

## 4.1. PAYMENT TERMS AND CONDITIONS:

**4.1.1. LATE PAYMENT:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 III. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.

**4.1.2. MINORITY CONTRACTOR INITIATIVE:** Any Vendor awarded a contract of $1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

**4.1.3. EXPENSES:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this

contract by the Parties even if the effective date of the contract is prior to execution.

**4.1.4. PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (*https://labor.illinois.gov*) to ensure understanding of prevailing wage requirements.

**4.1.5. FEDERAL FUNDING:** This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

**4.1.6. INVOICING:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

**4.1.6.1.** Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and Federal tax exemption information.

**4.1.6.2.** Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

| | |
|---|---|
| Agency: | Requesting Agency/Entity |
| Attn: | Requesting Agency/Entity |
| Address: | Requesting Agency/Entity |
| City, State Zip | Requesting Agency/Entity |

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

**4.2.** **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

**4.3.** **SUBCONTRACTING:** For purposes of this section, subcontractors are those with contracts with an annual value exceeding $100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.

**4.4.** **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the

procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

**4.5. TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

**4.6. NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

**4.7. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.

**4.8. CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently

developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

**4.9. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

**4.10. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

**4.11. INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

**4.12. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

**4.13. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

**4.14. COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

**4.15. BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

**4.16. APPLICABLE LAW:**

**4.16.1. PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

**4.16.2. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

**4.16.3. COURT OF CLAIMS; ARBITRATION; SOVEREIN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

**4.16.4. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (*www.ilga.gov/legislation/ilcs/ilcs.asp*).

**4.17. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

**4.18. CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief

Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

**4.19. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

**4.20. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

**4.21. MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

**4.22. PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

**4.23. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

**4.24. SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

**4.25. WARRANTIES FOR SUPPLIES AND SERVICES:**

**4.25.1.** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

**4.25.2.** Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

**4.25.3.** Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

**4.26.** **REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

**4.27.** **EMPLOYEMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

## 5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2 "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute. In addition, the governmental unit must have participated in the CY25-26 Illinois Department of Central Management Services Joint Participation Agreement Survey and additional participation in the resultant contract is not allowed.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than $200 per month or $2,000 per year) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

5.3. The Chief Procurement Officer for General Services makes this contract available to all governmental units.

5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units.

5.5. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit.

5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.

5.7. The credit or liability of each governmental unit shall remain separate and distinct.

5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.

5.9. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

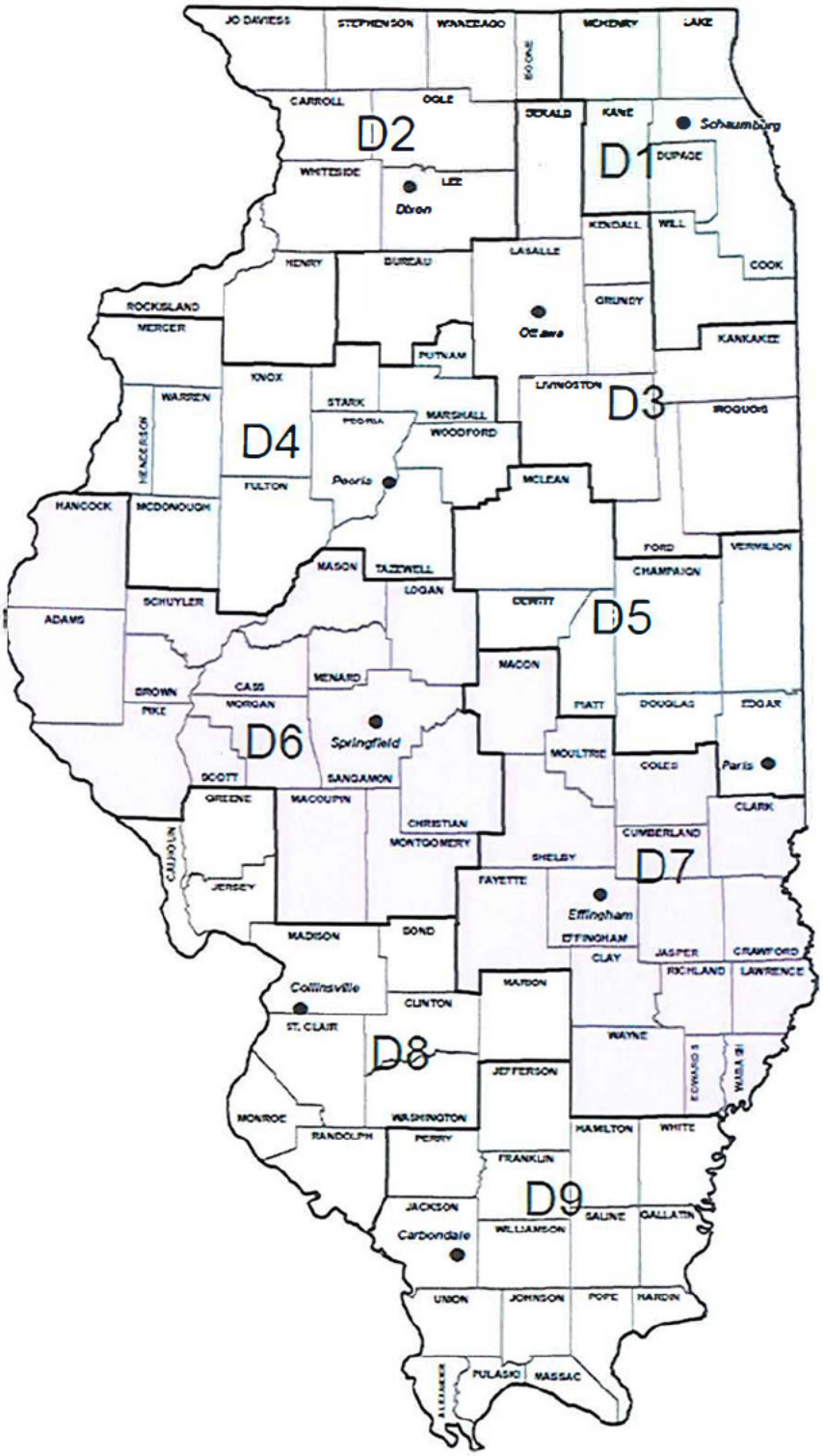
☒ Other (describe)

5.10 Districts are defined as follows:

| DISTRICT 1 | DISTRICT 2 | DISTRICT 3 | DISTRICT 4 | DISTRICT 5 |
|---|---|---|---|---|
| COOK | BOONE | BUREAU | FULTON | CHAMPAIGN |
| DUPAGE | CARROLL | DEKALB | HENDERSON | DEWITT |
| KANE | HENRY | FORD | KNOX | DOUGLAS |
| LAKE | JO DAVIESS | GRUNDY | MARSHALL | EDGAR |
| MCHENRY | LEE | IROQUOIS | MCDONOUGH | MCCLEAN |
| WILL | OGLE | KANKAKEE | MERCER | PIATT |
| | ROCK ISLAND | KENDALL | PEORIA | VERMILLION |
| | STEPHENSON | LASALLE | PUTNAM | |
| | WHITESIDE | LIVINGSTON | STARK | |
| | WINNEBAGO | | TAZEWELL | |
| | | | WARREN | |
| | | | WOODFORD | |

| DISTRICT 6 | DISTRICT 7 | DISTRICT 8 | DISTRICT 9 | |
|---|---|---|---|---|
| ADAM | CLARK | BOND | ALEXANDER | |
| BROWN | CLAY | CALHOUN | FRANKLIN | |
| CASS | COLES | CLINTON | GALLATIN | |
| CHRISTIAN | CRAWFORD | GREEN | HAMILTON | |
| HANCOCK | CUMBERLAND | JERSEY | HARDIN | |
| LOGAN | EDWARDS | MADISON | JACKSON | |
| MACOUPIN | EFFINGHAM | MARION | JEFFERSON | |
| MASON | FAYETTE | MONROE | JOHNSON | |
| MENARD | JASPER | RANDOLPH | MASSAC | |
| MONTGOMERY | LAWRENCE | ST. CLAIR | PERRY | |
| MORGAN | MACON | WASHINGTON | POPE | |
| PIKE | MOULTRIE | | PULASKI | |
| SANGAMON | RICHLAND | | SALINE | |
| SCHUYLER | SHELBY | | UNION | |
| SCOTT | WABASH | | WHITE | |
| | WAYNE | | WILLIAMSON | |

5.11 Illinois District Map




## 6. ATTACHMENTS

**6.1. Financial Disclosures (including Illinois Procurement Gateway print-off if applicable)**

**6.2. Business Enterprise Program Utilization Plan**

*Central Management Services*

*JPMC Rock Salt, Bulk FY26*

25-416CMS-BOSS4-P-85804

**VENDOR**

| | |
|---|---|
| Vendor Name: Morton Salt, Inc. | Address (City/State/Zip): Chicago, IL 60606 |
| Signature: | Phone: 855-665-4540 |
| Printed Name: Anthony T. Patton | Email: bids@mortonsalt.com |
| Title: Director Bulk Deicing US Government Sales | Date: 7-21-2025 |

**STATE OF ILLINOIS**

| | |
|---|---|
| Purchasing Agency: Central Management Services | Phone: 866-455-2897 |
| Street Address: 300 West Jefferson Street | |
| City, State ZIP: Springfield, IL 62702 | |
| Official Signature | Date: 9/29/25 |
| Printed Name: Raven DeVaughn by David W. Thomas | |
| Official's Title: Director by Agency Procurement Officer | |

**AGENCY USE ONLY** **NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 25-416CMS-BOSS4-R-266410
- Project Title: JPMC Rock Salt, Bulk FY26
- Contract #: 25-416CMS-BOSS4-P-85804
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 25-416CMS-BOSS4-B-48267
- BidBuy / Bulletin Publication Date: 06/20/2025
- Award Code: A
- Subcontractor Utilization? **X** Yes ☐ No Subcontractor Disclosure? **X** Yes ☐ No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes **X** No Percentage:
- Minority Owned Business? ☐ Yes **X** No Percentage:
- Women Owned Business? ☐ Yes **X** No Percentage:
- Persons with Disabilities Owned Business? ☐ Yes **X** No Percentage:
- Veteran Owned Small Business? ☐ Yes **X** No Percentage:
- Other Preferences?

# CERTIFICATION

The undersigned, being the Assistant Secretary of Morton Salt, Inc., a Delaware corporation (the "Company"), hereby certifies that:

i. As of the date hereof, Mitchell Dascher is President, Highway & Chemical of the Company;

ii. Pursuant to the bylaws of the Company and the corporate resolutions adopted by Board of Directors of the Company on August 13, 2021 appointing Mr. Dascher as an officer of the Company, Mr. Dascher is authorized to approve and execute (and to delegate his authority to execute) all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and the bylaws and said resolutions remain in full force and effect as of the date hereof; and

iii. Mr. Dascher has delegated to Anthony Patton, Director, Bulk Deicing U.S. Government Sales of the Company, Mr. Dascher's authority to execute all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and a true and correct copy of the delegation of authority to Mr. Patton dated September 1, 2021 is attached as Exhibit A hereto and remains in full force and effect as of the date hereof.

DATED: 07/21/2025

Winnie Kuo
Assistant Secretary
Morton Salt, Inc.

MORTON SALT, INC. CORPORATE SEAL 2010 DELAWARE

| UnitName | Street Address -Delivery | City -Delivery | State -Delivery | Zip -Delivery | Street Address-Billing | County | District | FY26 Initial Fl | FY26 Bid Ton | FY26 Bid Price/Ton | FY26 Ton % | FY26 Vendor | FY26 PO | FY26 PO Line # | FY26 Bid | FY26 Bid Line # |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Abingdon, City of | 402 N. Front | Abingdon | IL | 61410 | 114 E. Meek | Knox | 4 | | 125 | $99.27 | 100% | Morton | P-85804 | 362 | B-48267 | 548 |
| Albion, City of | 784 Illinois Route 130 | Albion | IL | 62806 | 27 West Elm Street | Edwards | 7 | | 132 | $98.71 | 100% | Morton | P-85804 | 459 | B-48267 | 757 |
| Alsip, Village of | 12221 S. Orchard Ave. | Alsip | IL | 60803 | 4500 W 123rd St. | Cook | 1 | | 1200 | $66.92 | 80% | Morton | P-85804 | 1 | B-48267 | 1 |
| Amboy, City of | 202 W. Main Street | Amboy | IL | 61310 | 227 East Main St. | Lee | 2 | | 50 | $95.77 | 80% | Morton | P-85804 | 254 | B-48267 | 344 |
| Ashton, Village Of | 804 S 1st Dr. | Ashton | IL | 61006 | 810 Main St., PO Box 186 | Lee | 2 | | 110 | $84.55 | 80% | Morton | P-85804 | 255 | B-48267 | 345 |
| Aurora #1, City of | 702 N. Broadway | Aurora | IL | 60505 | 44 E. Downer Place | Kane | 1 | | 2000 | $68.71 | 80% | Morton | P-85804 | 130 | B-48267 | 150 |
| Aux Sable Township | 6155 E. Route 6 | Morris | IL | 60450 | 8960 E. Route 6 | Grundy | 3 | | 110 | $79.04 | 80% | Morton | P-85804 | 314 | B-48267 | 473 |
| Avon, Village Of | 102 W. Wood St. | Avon | IL | 61415 | 102 S Main | Fulton | 4 | | 25 | $80.49 | 100% | Morton | P-85804 | 356 | B-48267 | 539 |
| Barrington CUSD #220 | 616 W Main St | Barrington | IL | 60010 | 616 W Main St. | Lake | 1 | | 308 | $70.31 | 80% | Morton | P-85804 | 150 | B-48267 | 182 |
| Barrington, Village of | 300 Raymond Ave. | Barrington | IL | 60010 | 200 S Hough St. | Lake | 1 | | 600 | $72.34 | 80% | Morton | P-85804 | 151 | B-48267 | 183 |
| Batavia, City of | 200 N. Raddant Rd. | Batavia | IL | 60510 | 200 N. Raddant Rd. | Kane | 1 | | 2200 | $70.73 | 80% | Morton | P-85804 | 131 | B-48267 | 153 |
| Bedford Park, Village of | 7299 S Sayre Ave. | Bedford Park | IL | 60501 | 6701 S Archer Rd. | Cook | 1 | | 100 | $63.19 | 80% | Morton | P-85804 | 2 | B-48267 | 3 |
| Beecher, Village of | 30200 Town Center Road | Beecher | IL | 60401 | 625 Dixie Highway, P.O. Box 1154 | Will | 1 | | 600 | $65.88 | 100% | Morton | P-85804 | 181 | B-48267 | 243 |
| Bellevue, Village of | 326 S. Bellevue Ave. | Peoria | IL | 61604 | 414 S Main St. | Peoria | 4 | | 150 | $80.97 | 80% | Morton | P-85804 | 377 | B-48267 | 569 |
| Belvidere Township | 8200 Fairgrounds Road | Belvidere | IL | 61008 | 9759 IL Route 76 | Boone | 2 | | 1496 | $78.96 | 80% | Morton | P-85804 | 225 | B-48267 | 295 |
| Belvidere, City of | 515 West Locust Street | Belvidere | IL | 61008 | 401 Whitney Blvd. | Boone | 2 | | 1782 | $73.91 | 80% | Morton | P-85804 | 226 | B-48267 | 296 |
| Bensenville, Village of | 717 E. Jefferson St. | Bensenville | IL | 60106 | 12 S. Center St. | DuPage | 1 | | 500 | $70.87 | 80% | Morton | P-85804 | 108 | B-48267 | 125 |
| Black Hawk College | 3635 4th Ave. | Moline | Il | 61265 | 6600 34th Ave. | Rock Island | 2 | | 22 | $91.32 | 80% | Morton | P-85804 | 270 | B-48267 | 373 |
| Blue Island, City of | 3151 Wireton Rd. | Blue Island | IL | 60406 | 13051 S. Greenwood Ave. | Cook | 1 | | 2000 | $62.32 | 80% | Morton | P-85804 | 3 | B-48267 | 6 |
| Bolingbrook, Village of | 299 Canterbury Lane | Bolingbrook | IL | 60440 | 375 W Briarcliff Rd. | Will | 1 | | 4000 | $67.32 | 80% | Morton | P-85804 | 182 | B-48267 | 244 |
| Bonus Township | 9015 Marengo Road | Garden Prairie | IL | 61038 | 9759 IL Route 76 | Boone | 2 | | 396 | $79.86 | 80% | Morton | P-85804 | 227 | B-48267 | 297 |
| Boone County Hwy. Dept. | 9759 IL Route 76 | Belvidere | IL | 61008 | 9759 IL Route 76 | Boone | 2 | | 1496 | $73.91 | 80% | Morton | P-85804 | 228 | B-48267 | 298 |
| Boone Township | 140 W. Ogden Street | Capron | IL | 61012 | 9759 IL Route 76 | Boone | 2 | | 154 | $79.86 | 80% | Morton | P-85804 | 229 | B-48267 | 299 |
| Bourbonnais, Village of | 255 Mooney Drive | Bourbonnais | IL | 60914 | 600 Main St. NW | Kankakee | 3 | | 1600 | $70.60 | 80% | Morton | P-85804 | 322 | B-48267 | 491 |
| Bowling Township | 16816 20th Street West | Milan | IL | 61264 | 851 W. 10th ave P.O. Box 797 | Rock Island | 2 | | 154 | $92.00 | 80% | Morton | P-85804 | 271 | B-48267 | 374 |
| Bradley, Village Of | 210 E. Broadway Street | Bradley | IL | 60915 | 147 S Michigan Ave. | Kankakee | 3 | | 700 | $70.93 | 80% | Morton | P-85804 | 323 | B-48267 | 492 |
| Braidwood, City of | 902 N. School St. | Braidwood | IL | 60408 | 141 W. Main St. | Will | 1 | | 800 | $70.31 | 80% | Morton | P-85804 | 183 | B-48267 | 245 |
| Breese, City of | 980 S Broadway | Breese | IL | 62230 | 500 N 1st St. | Clinton | 8 | | 200 | $81.33 | 80% | Morton | P-85804 | 469 | B-48267 | 789 |
| Bridgeview, Village of | 7350 W. 100th Pl. | Bridgeview | IL | 60455 | 7500 S Oketo Ave. | Cook | 1 | | 1200 | $68.08 | 80% | Morton | P-85804 | 4 | B-48267 | 7 |
| Browning Township Road District | 27600 Ridgeville Road | Browning | IL | 62624 | 26537 Harris Branch Road | Schuyler | 6 | | 22 | $86.94 | 100% | Morton | P-85804 | 448 | B-48267 | 732 |
| Brownstown, Village of | 1720 N 1615 St. | Brownstown | IL | 62418 | P. O. Box 336 | Fayette | 7 | | 22 | $89.58 | 80% | Morton | P-85804 | 460 | B-48267 | 762 |
| Bruce Township Road District | 1620 N. Otter Creek Road | Streator | IL | 61364 | 216 N Sterling St. | LaSalle | 3 | | 66 | $88.86 | 80% | Morton | P-85804 | 335 | B-48267 | 515 |
| Bureau County Highway Dept. | 595 Elm Place | Princeton | IL | 61356 | 595 Elm Place | Bureau | 3 | | 1000 | $80.22 | 80% | Morton | P-85804 | 293 | B-48267 | 429 |
| Bureau Junction, Village of | 10900 IL Rte. 26 | Princeton | IL | 61356 | 101 E. Nebraska St., P.O. Box 140 | Bureau | 3 | | 25 | $85.11 | 100% | Morton | P-85804 | 294 | B-48267 | 430 |
| Burr Ridge, Village of | 9400 S. Garfield Avenue | Burr Ridge | IL | 60527 | 7660 S. County Line Road | DuPage | 1 | | 1210 | $63.56 | 80% | Morton | P-85804 | 109 | B-48267 | 126 |
| Caledonia Township | 2430 Main St. | Caledonia | IL | 61011 | 9759 IL. Route 76 | Boone | 2 | | 220 | $81.27 | 80% | Morton | P-85804 | 230 | B-48267 | 300 |
| Calhoun County Unit Road Dist. | 19465 Illinois River Road | Hardin | IL | 62047 | 19465 Illinois River Road | Calhoun | 8 | | 600 | $84.60 | 80% | Morton | P-85804 | 468 | B-48267 | 788 |
| Calumet Park, Village of | 12310 S. Ashland Ave. | Calumet Park | IL | 60827 | 12400 S. Throop Street | Cook | 1 | | 1078 | $65.62 | 80% | Morton | P-85804 | 5 | B-48267 | 9 |
| Candlewick Lake Assoc. | 13077 Caledonia Road | Caledonia | IL | 61011 | 1300 Hwy. 76 | Boone | 2 | | 350 | $73.36 | 100% | Morton | P-85804 | 231 | B-48267 | 301 |
| Canton Township | 965 Old West Locust Street | Canton | IL | 61520 | 1013 West Locust Street | Fulton | 4 | | 100 | $88.42 | 80% | Morton | P-85804 | 357 | B-48267 | 540 |
| Canton, City of | 520 West Locust Street | Canton | IL | 61520 | 2 North Main Street | Fulton | 4 | | 300 | $80.49 | 100% | Morton | P-85804 | 358 | B-48267 | 541 |
| Carbondale Township Highway Dept. | 212 W. Willow St. | Carbondale | IL | 62901 | 1001 N. Michaels St. | Jackson | 9 | | 120 | $99.21 | 80% | Morton | P-85804 | 488 | B-48267 | 842 |
| Carbondale, City of | 212 West Willow Street | Carbondale | IL | 62901 | 212 West Willow Street | Jackson | 9 | | 700 | $91.51 | 80% | Morton | P-85804 | 489 | B-48267 | 843 |
| Carl Sandburg College | 2400 Tom L Wilson Blvd | Galesburg | IL | 61401 | 2400 Tom L. Wilson Blvd. | Knox | 4 | | 65 | $97.48 | 100% | Morton | P-85804 | 363 | B-48267 | 549 |
| Carlyle, City of | 1811 Washington Street | Carlyle | IL | 62231 | 1110 Mulliken Street | Clinton | 8 | | 100 | $81.40 | 100% | Morton | P-85804 | 470 | B-48267 | 790 |
| Cass County Hwy Dept. | 20542 IL Route 125 | Virginia | IL | 62691 | P.O. Box 22 | Cass | 6 | | 500 | $95.38 | 80% | Morton | P-85804 | 416 | B-48267 | 679 |
| Cerro Gordo, Village of | 109 S. Lincoln St. | Cerro Gordo | IL | 61818 | 231 E. South St., PO Box 497 | Piatt | 5 | | 50 | $104.75 | 80% | Morton | P-85804 | 412 | B-48267 | 656 |
| Champaign Township Road District | 3900 Kearns Drive | Champaign | IL | 61822 | 3900 Kearns Drive, PO Box 3428 | Champaign | 5 | | 300 | $94.90 | 80% | Morton | P-85804 | 402 | B-48267 | 624 |
| Channahon, Village of | 26156S. Blackberry Lane | Channahon | IL | 60410 | 24555 S. Navajo Drive | Will | 1 | | 1782 | $68.99 | 80% | Morton | P-85804 | 184 | B-48267 | 246 |
| Chatham, Village of | 9507 S Main St. | Chatham | IL | 62629 | 116 E Mulberry St | Sangamon | 6 | | 300 | $99.95 | 80% | Morton | P-85804 | 439 | B-48267 | 718 |
| Cherrygrove Shannon Township | 13 South Cedar Street | Shannon | IL | 61078 | 13 South Cedar Street | Carroll | 2 | | 250 | $93.92 | 80% | Morton | P-85804 | 238 | B-48267 | 310 |
| Chicago Heights, City of | 532 Ashland Ave. | Chicago Hts. | IL | 60411 | 1601 Chicago Road | Cook | 1 | | 3500 | $62.05 | 80% | Morton | P-85804 | 6 | B-48267 | 10 |
| Chicago Ridge, Village of | 10046 Anderson Ave. | Chicago Ridge | IL | 60415 | 10455 S. Ridgeland Ave. | Cook | 1 | | 1200 | $61.57 | 80% | Morton | P-85804 | 7 | B-48267 | 11 |
| Chicago State University | 9501 South King Drive | Chicago | IL | 60628 | payables@csu.edu or 9501 S KING DRIVE | Cook | 1 | | 300 | $64.63 | 100% | Morton | P-85804 | 8 | B-48267 | 12 |
| Christian County Highway Dept. | 1000 N. Cheney Street | Taylorville | IL | 62568 | 1000 N. Cheney St. | Christian | 6 | | 154 | $96.60 | 80% | Morton | P-85804 | 418 | B-48267 | 681 |
| Clarendon Hills, Village Of | 452 Park Avenue | Clarendon Hills | IL | 60514 | 1 N Prospect | DuPage | 1 | | 400 | $64.50 | 80% | Morton | P-85804 | 110 | B-48267 | 127 |
| Clinton County Hwy. Dept. | 479 21st Street | Carlyle | IL | 62231 | P.O. Box 188 | Clinton | 8 | | 1540 | $80.73 | 80% | Morton | P-85804 | 471 | B-48267 | 791 |
| Clinton, City of | 223 S. Sherman St. | Clinton | IL | 61727 | 118 W Washington St. | DeWitt | 5 | | 220 | $88.54 | 80% | Morton | P-85804 | 406 | B-48267 | 636 |
| Coal Valley Township | 1002 East 19th Ave. | Coal Valley | IL | 61240 | P.O. Box 337 | Rock Island | 2 | | 125 | $92.08 | 80% | Morton | P-85804 | 272 | B-48267 | 376 |
| Coe Township | 9327 239th Street North | Port Byron | IL | 61275 | 9327 239th Street North | Rock Island | 2 | | 80 | $86.50 | 80% | Morton | P-85804 | 273 | B-48267 | 378 |
| Coles County Hwy. Dept. -Charleston Township | 927 West Hayes | Charleston | IL | 61920 | 825 18th St. | Coles | 7 | | 88 | $109.65 | 100% | Morton | P-85804 | 452 | B-48267 | 746 |
| Coles County Hwy. Dept. -Hutton Township | 2230 County Hwy. 5 | Charleston | IL | 61920 | 825 18th St. | Coles | 7 | | 44 | $109.65 | 100% | Morton | P-85804 | 453 | B-48267 | 747 |
| Coles County Hwy. Dept. -Lafayette Township | 9421 Old State Road | Mattoon | IL | 61938 | 825 18th St. | Coles | 7 | | 44 | $108.05 | 100% | Morton | P-85804 | 454 | B-48267 | 748 |
| Coles County Hwy. Dept. -Mattoon Township | 2679 E. County Road 600N | Mattoon | IL | 61938 | 825 18th St. | Coles | 7 | | 22 | $108.05 | 100% | Morton | P-85804 | 455 | B-48267 | 749 |
| Coles County Hwy. Dept. -Seven Hickory Township | 14377 Onyx Street | Fairgrange | IL | 61920 | 825 18th St. | Coles | 7 | | 22 | $109.65 | 100% | Morton | P-85804 | 456 | B-48267 | 750 |
| Colona, City of | 4356 Poppy Garden Rd. | Colona | IL | 61241 | P.O. Box 170 | Henry | 2 | | 110 | $86.50 | 80% | Morton | P-85804 | 244 | B-48267 | 320 |
| Columbia, City of | 1405 Boulder Blvd. | Valmeyer | IL | 62295 | Public Works Dept, PO box 467 | Monroe | 8 | | 300 | $80.49 | 100% | Morton | P-85804 | 478 | B-48267 | 812 |
| Community Consolidated School District #146 | 16610 66th Ave | Tinley Park | IL | 60477 | 6611 W. 171st St. | Cook | 1 | | 66 | $64.63 | 80% | Morton | P-85804 | 9 | B-48267 | 13 |
| Coral Township Hwy. Dept. | 6550 Olson Road | Union | IL | 60180 | 6550 Olson Road | McHenry | 1 | | 500 | $74.58 | 100% | Morton | P-85804 | 166 | B-48267 | 219 |
| Cordova, Village of | 107 9th St. South | Cordova | IL | 61242 | PO Box 6 | Rock Island | 2 | | 88 | $90.55 | 80% | Morton | P-85804 | 274 | B-48267 | 380 |
| Countryside, City of | 5315 9th Avenue | Countryside | IL | 60525 | 803 Joliet Rd. | Cook | 1 | | 550 | $68.27 | 80% | Morton | P-85804 | 10 | B-48267 | 14 |
| Crete Twp. Road Dist. | 25405 S. State St. | Crete | IL | 60417 | 25405 S. State St. | Will | 1 | | 1000 | $66.43 | 80% | Morton | P-85804 | 185 | B-48267 | 248 |
| Crete, Village of | 1201 Douglas Ln. | Crete | IL | 60417 | 524 W Exchang St. | Will | 1 | | 800 | $65.18 | 80% | Morton | P-85804 | 186 | B-48267 | 249 |
| Crete-Monee School Dist. #201-U | 1515 W. Exchange St. | Crete | IL | 60417 | 295 W Burville Rd. | Will | 1 | | 110 | $70.86 | 80% | Morton | P-85804 | 187 | B-48267 | 250 |
| Cuba Township Road District | 28070 W. Cuba Road | Barrington | IL | 60010 | 28160 W. Cuba Road | Lake | 1 | | 1000 | $71.93 | 80% | Morton | P-85804 | 152 | B-48267 | 185 |
| DeKalb County Highway Dept.- Clinton Twp. | 215 West Adams | Waterman | IL | 60556 | 1826 Barber Greene Road | DeKalb | 3 | | 66 | $89.21 | 80% | Morton | P-85804 | 303 | B-48267 | 441 |
| DeKalb County Highway Dept.- Kishwaukee College | 21193 Malta Rd | Malta | IL | 60150 | 1826 Barber Greene Road | DeKalb | 3 | | 66 | $84.36 | 80% | Morton | P-85804 | 304 | B-48267 | 449 |
| DeKalb County Highway Dept.- Shabbona Twp. | 327 S Pontiac Street | Shabbona | IL | 60550 | 1826 Barber Greene Road | DeKalb | 3 | | 66 | $92.42 | 80% | Morton | P-85804 | 305 | B-48267 | 452 |
| DeKalb County Highway Dept.- Somonauk Village | 500 South Gage Street | Somonauk | IL | 60552 | 1826 Barber Greene Road | DeKalb | 3 | | 176 | $85.35 | 80% | Morton | P-85804 | 306 | B-48267 | 454 |
| DeKalb County Highway Dept.- Sycamore Twp. | 545 Brickville Rd | Sycamore | IL | 60178 | 1826 Barber Greene Road | DeKalb | 3 | | 704 | $86.48 | 80% | Morton | P-85804 | 307 | B-48267 | 456 |
| DeKalb County Highway Dept.- Waterman Village | 215 West Adams | Waterman | IL | 60556 | 1826 Barber Greene Road | DeKalb | 3 | | 44 | $90.41 | 80% | Morton | P-85804 | 308 | B-48267 | 459 |
| DePue, Village of | 905 West Fourth Street | DePue | IL | 61322 | 111 West Second Street, PO Box 500 | Bureau | 3 | | 44 | $93.49 | 100% | Morton | P-85804 | 295 | B-48267 | 431 |
| DeWitt County Hwy. Dept. | 9900 Revere Road | Clinton | IL | 61727 | 9900 Revere Road | DeWitt | 5 | | 506 | $87.53 | 80% | Morton | P-85804 | 407 | B-48267 | 637 |
| Dixon Township | 959 Stony Point Rd. | Dixon | IL | 61021 | 315 Highland Ave. | Lee | 2 | | 330 | $87.04 | 100% | Morton | P-85804 | 256 | B-48267 | 346 |
| Dixon, City of | 619 W Seventh St. | Dixon | IL | 61021 | 121 W Second St. | Lee | 2 | | 814 | $93.68 | 80% | Morton | P-85804 | 257 | B-48267 | 347 |
| Downers Grove, Village of | 5101 Walnut Ave | Downers Grove | IL | 60515 | 5101 Walnut Ave. | DuPage | 1 | | 2000 | $65.54 | 100% | Morton | P-85804 | 111 | B-48267 | 128 |
| Dunleith Township | 7753 North Badger Road | East Dubuque | IL | 61025 | 7753 N.Badger Rd., PO Box 124 | Jo Daviess | 2 | | 250 | $93.39 | 80% | Morton | P-85804 | 246 | B-48267 | 328 |
| Dwight, Village of | 712 S Old Rt 66 | Dwight | IL | 60420 | 209 S Prairie Ave. | Livingston | 3 | | 176 | $80.76 | 80% | Morton | P-85804 | 349 | B-48267 | 530 |
| East Dubuque, City of | 200 Boat Ramp Road | East Dubuque | IL | 61025 | 261 Sinsinawa Avenue | Jo Daviess | 2 | | 350 | $93.39 | 100% | Morton | P-85804 | 247 | B-48267 | 329 |
| East Dundee , Village of | 446 Barrington Ave | East Dundee | IL | 60118 | 120 Barrington Ave. | Kane | 1 | | 330 | $74.25 | 80% | Morton | P-85804 | 132 | B-48267 | 155 |
| East Moline, City of | 1200-13th Ave | East Moline | IL | 61244 | 1200-13th Ave. | Rock Island | 2 | | 1800 | $85.88 | 80% | Morton | P-85804 | 275 | B-48267 | 381 |
| Elgin #1, City of | 529 Shales Parkway | Elgin | IL | 60120 | 150 Dexter Ct. | Kane | 1 | | 2500 | $71.44 | 80% | Morton | P-85804 | 133 | B-48267 | 156 |
| Elgin #3, City of | 2761 Bowes Rd. | Elgin | IL | 60120 | 150 Dexter Ct. | Kane | 1 | | 1500 | $78.83 | 80% | Morton | P-85804 | 134 | B-48267 | 158 |
| Elgin Community College | 1700 Spartan Dr. | Elgin | IL | 60123 | 1700 SPARTAN DRIVE | Kane | 1 | | 250 | $75.42 | 80% | Morton | P-85804 | 135 | B-48267 | 159 |
| Elgin School District U-46 | 1460 Sheldon Drive | Elgin | IL | 60120 | 1460 Sheldon Drive | Cook | 1 | | 1200 | $75.77 | 80% | Morton | P-85804 | 11 | B-48267 | 16 |
| Elizabeth, Village of | 310 West Street | Elizabeth | IL | 61028 | 200 E. Myrtle St., PO Box 236 | Jo Daviess | 2 | | 75 | $89.58 | 100% | Morton | P-85804 | 248 | B-48267 | 331 |
| Elk Grove #1, Village of | 450 East Devon Ave. | Elk Grove | IL | 60007 | 901 Wellington Ave. | Cook | 1 | | 1800 | $70.56 | 80% | Morton | P-85804 | 12 | B-48267 | 17 |
| Elk Grove #2, Village of | 1635 Biesterfield Road | Elk Grove | IL | 60007 | 901 Wellington Ave. | Cook | 1 | | 400 | $69.36 | 80% | Morton | P-85804 | 13 | B-48267 | 18 |
| Elm Grove Township | 14990 Watson Road | Pekin | IL | 61554 | 14490 Watson Rd. | Tazewell | 4 | | 176 | $78.90 | 100% | Morton | P-85804 | 386 | B-48267 | 591 |
| Elmwood Park, Village of | 7816 W. Grand Ave. | Elmwood Park | IL | 60707 | 7330 W. Fullerton | Cook | 1 | | 1600 | $72.83 | 80% | Morton | P-85804 | 14 | B-48267 | 19 |
| Evergreen Park, Village of | 3300 West 93rd Street | Evergreen Park | IL | 60805 | 9418 S. Kedzie Avenue | Cook | 1 | | 1700 | $63.43 | 80% | Morton | P-85804 | 15 | B-48267 | 20 |
| Flora Township Road District | 3100 Town Hall Road | Belvidere | IL | 61008 | 9759 IL Route 76 | Boone | 2 | | 242 | $73.91 | 80% | Morton | P-85804 | 232 | B-48267 | 302 |
| Flora, City of | 739 Freemen Ave. | Flora | IL | 62839 | 200 Fairview St. | Clay | 7 | | 200 | $105.32 | 100% | Morton | P-85804 | 450 | B-48267 | 742 |
| Flossmoor, Village of | 1700 Central Park Avenue | Flossmoor | IL | 60422 | 2800 Flossmoor Road | Cook | 1 | | 400 | $63.55 | 80% | Morton | P-85804 | 16 | B-48267 | 21 |
| Forest Park, Village of | 7343 W 15th St. | Forest Park | IL | 60130 | 517 DesPlaines Ave. | Cook | 1 | | 1800 | $64.16 | 80% | Morton | P-85804 | 17 | B-48267 | 22 |
| Forest Preserve Dist. of Kane County-Grunwald Farms | 25033 North Lorang Road | Elburn | IL | 60119 | 1996 S Kirk Road, Suite 320 | Kane | 1 | | 60 | $71.00 | 100% | Morton | P-85804 | 136 | B-48267 | 160 |
| Forest View, Village of | 4625 Oak Park Ave. | Forest View | IL | 60402 | 7000 West 46th Street | Cook | 1 | | 110 | $66.81 | 80% | Morton | P-85804 | 18 | B-48267 | 23 |
| Frankfort Twp. Road Dist. | 9434 W. LaPorte Road | Mokena | IL | 60448 | 9434 W. LaPorte Road | Will | 1 | | 1800 | $66.65 | 80% | Morton | P-85804 | 188 | B-48267 | 251 |
| Frankfort, Village of | 100 Sangmeister Road | Frankfort | IL | 60423 | 432 W Nebraska Street | Will | 1 | | 1800 | $64.77 | 80% | Morton | P-85804 | 189 | B-48267 | 252 |
| Frederick Township Road District | 4516 Mill Lane | Beardstown | IL | 62618 | 25914 Rining Ln. | Schuyler | 6 | | 22 | $90.43 | 100% | Morton | P-85804 | 449 | B-48267 | 733 |
| Freedom Township Road District | 19987 Townhall Rd. | Lanark | IL | 61046 | 19987 Townhall Rd. | Carroll | 2 | | 175 | $94.04 | 80% | Morton | P-85804 | 239 | B-48267 | 311 |
| Freeport, City of | 1001 N. Island Ave. | Freeport | IL | 61032 | 1001 N. Island Ave. | Stephenson | 2 | | 3125 | $96.67 | 80% | Morton | P-85804 | 280 | B-48267 | 401 |
| Galesburg, City of | 200 S Henderson St. | Galesburg | IL | 61401 | 55 West Tompkins St. | Knox | 4 | | 2000 | $84.88 | 80% | Morton | P-85804 | 364 | B-48267 | 550 |
| Garfield Township | 6700 South Route 53 | Gardner | IL | 60424 | 301 N. liberty, PO Box 27 | Grundy | 3 | | 50 | $85.16 | 100% | Morton | P-85804 | 315 | B-48267 | 476 |
| Geneva, City of | 1800 South St. | Geneva | IL | 60134 | 1800 South Street | Kane | 1 | | 2000 | $76.02 | 80% | Morton | P-85804 | 137 | B-48267 | 162 |
| Gibson, City of | 635 N State Street | Gibson City | IL | 60936 | 101 E. 8th St. | Ford | 3 | | 100 | $86.78 | 80% | Morton | P-85804 | 312 | B-48267 | 470 |
| Gilberts, Village of | 185 Industrial Drive | Gilberts | IL | 60136 | 87 Galligan Rd. | Kane | 1 | | 1232 | $76.92 | 80% | Morton | P-85804 | 138 | B-48267 | 163 |
| Girard, City of | 111 W. Madison St. | Girard | IL | 62640 | 111 W. Madison St. | Macoupin | 6 | | 44 | $88.10 | 80% | Morton | P-85804 | 425 | B-48267 | 693 |
| Glenbrook North H.S. Dist 225 (Northbrook) | 2300 N. Shermer Ave. | Northbrook | IL | 60026 | 3801 W. Lake Ave. | Cook | 1 | | 100 | $68.25 | 80% | Morton | P-85804 | 19 | B-48267 | 25 |
| Glenbrook South H. S. Dist 225 (Glenview) | 4000 W. Lake Ave. | Glenview | IL | 60026 | 3801 W. Lake Ave. | Cook | 1 | | 100 | $68.25 | 80% | Morton | P-85804 | 20 | B-48267 | 26 |
| Glendale Heights, Village of | 1615 Glen Ellyn Road | Glendale Hts. | IL | 60139 | 1615 Glen Ellyn Road | DuPage | 1 | | 1804 | $71.28 | 80% | Morton | P-85804 | 112 | B-48267 | 129 |
| Glenview, Village of | 2498 East Lake Avenue | Glenview | IL | 60026 | 2498 East Lake Avenue | Cook | 1 | | 2000 | $65.87 | 80% | Morton | P-85804 | 21 | B-48267 | 27 |
| Governors State University | 1 University Parkway | University Park | IL | 60484 | 1 University Parkway | Will | 1 | | 100 | $70.65 | 80% | Morton | P-85804 | 190 | B-48267 | 253 |
| Grandview, Village of | 2720 E. Keys | Springfield | IL | 62702 | 2377 E. Reservoir | Sangamon | 6 | | 22 | $86.86 | 100% | Morton | P-85804 | 440 | B-48267 | 719 |
| Granite City Community Unit School Dist. #9 | 1947 Adams St. | Granite City | IL | 62040 | 3200 Maryville Rd. | Madison | 8 | | 100 | $74.97 | 100% | Morton | P-85804 | 474 | B-48267 | 800 |
| Grant Park, Village Of | 619 S. Maple St. | Grant Park | IL | 60940 | 106 W. Taylor St., P.O. Box 446 | Kankakee | 3 | | 88 | $70.68 | 80% | Morton | P-85804 | 324 | B-48267 | 493 |
| Granville, Village of | 101 S. High St. | Granville | IL | 61326 | 316 S. McCoy Street, P.O. Box 580 | Putnam | 4 | | 132 | $83.42 | 80% | Morton | P-85804 | 383 | B-48267 | 583 |
| Greene County Hwy. Dept. | 377 E. State Route 108 | Carrollton | IL | 62016 | 377 E. State Route 108 | Greene | 8 | | 380 | $81.22 | 80% | Morton | P-85804 | 473 | B-48267 | 794 |
| Greenfield Township | 35 Oak Street | South Wilmington | IL | 60474 | PO Box 123 | Grundy | 3 | | 50 | $86.02 | 80% | Morton | P-85804 | 316 | B-48267 | 478 |
| Greenville, City of | 1307 S. 4th St. | Greenville | IL | 62246 | 404 S. 3rd St. | Bond | 8 | | 506 | $82.75 | 80% | Morton | P-85804 | 467 | B-48267 | 786 |
| Greenwood Township Road Dist. | 5211 Miller Road | Wonder Lake | IL | 60097 | 5211 Miller Road | McHenry | 1 | | 500 | $72.56 | 100% | Morton | P-85804 | 167 | B-48267 | 222 |
| Grundy County Hwy Dept. | 245 N. Illinois Rt.47 | Morris | IL | 60450 | 245 North IL Route 47 | Grundy | 3 | | 500 | $79.04 | 80% | Morton | P-85804 | 317 | B-48267 | 479 |
| Guilford Township | 1973 W. Rawlins | Elizabeth | IL | 61028 | 1973 Rawlins Road | Jo Daviess | 2 | | 400 | $87.95 | 100% | Morton | P-85804 | 249 | B-48267 | 333 |
| Hampton Township Road District | 5030 8th Ave. | East Moline | IL | 61244 | 209 19 St. | Rock Island | 2 | | 300 | $85.85 | 80% | Morton | P-85804 | 276 | B-48267 | 382 |
| Hancock County Hwy Dept | 101 S. First Street | Carthage | IL | 62321 | 101 South First Street, P.O. Box 379 | Hancock | 6 | | 264 | $98.56 | 80% | Morton | P-85804 | 421 | B-48267 | 686 |

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Hanover Township Hwy. Dept. | 525 Shales Parkway | Elgin | IL | 60120 | 250 S. IL Route 59 | Cook | 1 | 396 | $71.45 | 80% | Morton | P-85804 | 22 | B-48267 | 28 |
| Harlem Township | 2760 N. Harlem Center Road | Freeport | IL | 61032 | 2763 Winneshiek Rd. | Stephenson | 2 | 198 | $95.24 | 80% | Morton | P-85804 | 281 | B-48267 | 402 |
| Harvard, City of | 807 W. Brink St. | Harvard | IL | 60033 | P.O. Box 301 | McHenry | 1 | 500 | $72.44 | 80% | Morton | P-85804 | 168 | B-48267 | 224 |
| Harwood Heights, Village of | 7105 W. Wilson Ave. | Harwood Heights | IL | 60706 | 7300 W. Wilson Ave. | Cook | 1 | 400 | $68.21 | 80% | Morton | P-85804 | 23 | B-48267 | 30 |
| Havana, City of | 1100 South 10th street | Havana | IL | 62644 | 227 West Main Street | Mason | 6 | 175 | $86.52 | 80% | Morton | P-85804 | 430 | B-48267 | 699 |
| Hawthorn School Dist #73 | 910 Tower Road | Mundelein | IL | 60060 | 841 West End Court | Lake | 1 | 155 | $71.32 | 80% | Morton | P-85804 | 153 | B-48267 | 186 |
| Henderson County Hwy. Dept. | 112 N. Mary St. | Stronghurst | IL | 61480 | 112 N. Mary St. | Henderson | 4 | 264 | $92.12 | 80% | Morton | P-85804 | 361 | B-48267 | 546 |
| Hennepin, Village of | 407 N. 5th Street | Hennepin | IL | 61327 | 627 E. High St., PO Box 194 | Putnam | 4 | 22 | $93.67 | 100% | Morton | P-85804 | 384 | B-48267 | 584 |
| Heyworth, Village of | 1301 W. Cleveland Ave | Heyworth | IL | 61745 | 108 S. Buchanan Street | McLean | 5 | 88 | $88.64 | 100% | Morton | P-85804 | 409 | B-48267 | 646 |
| Hickory Hills, City of | 7700 W. 98th Street | Hickory Hills | IL | 60457 | 7700 W. 98th Street | Cook | 1 | 506 | $62.48 | 80% | Morton | P-85804 | 24 | B-48267 | 31 |
| Highland Park, City of | 1180 Half Day Road | Highland Park | IL | 60035 | 1150 Half Day Road | Lake | 1 | 1600 | $71.06 | 80% | Morton | P-85804 | 154 | B-48267 | 188 |
| Hillcrest, Village of | 204 Hillcrest Ave | Hillcrest | IL | 61068 | 204 HILLCREST AVE. | Ogle | 2 | 75 | $88.04 | 80% | Morton | P-85804 | 267 | B-48267 | 362 |
| Hillside, Village of | 4151 May Street | Hillside | IL | 60162 | 425 N. Hillside Avenue | Cook | 1 | 1600 | $64.72 | 80% | Morton | P-85804 | 25 | B-48267 | 32 |
| Hinsdale, Village of | 225 Symonds Dr | Hinsdale | IL | 60521 | 19 E Chicago Ave. | DuPage | 1 | 594 | $65.15 | 80% | Morton | P-85804 | 113 | B-48267 | 130 |
| Hodgkins, Village of | 6825 Santa Fe Drive | Hodgkins | IL | 60525 | 8990 Lyons street | Cook | 1 | 400 | $70.22 | 80% | Morton | P-85804 | 26 | B-48267 | 33 |
| Hoffman Estates, Village of | 2405 Pembroke Ave. | Hoffman Estates | IL | 60169 | 2305 Pembroke Ave. | Cook | 1 | 3400 | $67.17 | 80% | Morton | P-85804 | 27 | B-48267 | 34 |
| Homer Glen, Village of | 14400 W. 151st Street | Homer Glen | IL | 60491 | 14400 W. 151st St. | Will | 1 | 3000 | $65.52 | 80% | Morton | P-85804 | 191 | B-48267 | 254 |
| Hometown, City of | 4413 Southwest Highway | Hometown | IL | 60456 | 4331 Southwest Highway | Cook | 1 | 286 | $62.48 | 100% | Morton | P-85804 | 28 | B-48267 | 35 |
| Homewood, Village of | 17755 Ashland Avenue | Homewood | IL | 60430 | 17755 Ashland Ave. | Cook | 1 | 1200 | $62.48 | 80% | Morton | P-85804 | 29 | B-48267 | 36 |
| Illinois Central College #1 | One College Drive | East Peoria | IL | 61635 | One College Drive | Tazewell | 4 | 200 | $82.19 | 80% | Morton | P-85804 | 387 | B-48267 | 594 |
| Illinois Central College #2 | 5407 North University Street | Peoria | IL | 61635 | One College Drive | Peoria | 4 | 50 | $81.78 | 80% | Morton | P-85804 | 378 | B-48267 | 572 |
| Illinois Valley Community College | 815 N. Orlando Smith Road | Oglesby | IL | 61348 | 815 N. Orlando Smith Road | LaSalle | 3 | 140 | $80.31 | 80% | Morton | P-85804 | 336 | B-48267 | 516 |
| Indian Head Park, Village of | 11308 W. 70th Place | Indian Head Park | IL | 60525 | 201 ACACIA DRIVE | Cook | 1 | 300 | $63.67 | 80% | Morton | P-85804 | 30 | B-48267 | 37 |
| Indiantown Township | 370 W. Brewster Street | Tiskilwa | IL | 61368 | 370 W. Brewster St.,P.O. Box 362 | Bureau | 3 | 88 | $92.75 | 80% | Morton | P-85804 | 296 | B-48267 | 432 |
| Jackson County Highway Dept. | 1200 Enterprise Ave. | Murphysboro | IL | 62966 | 1200 Enterprise Avenue | Jackson | 9 | 484 | $93.21 | 80% | Morton | P-85804 | 490 | B-48267 | 844 |
| Jerome, Village Of | 2901 Leonard St. | Springfield | IL | 62704 | 2901 Leonard St. | Sangamon | 6 | 22 | $86.94 | 100% | Morton | P-85804 | 441 | B-48267 | 720 |
| Joliet, City of - Cass Street Facility | 818 East Cass Street | Joliet | IL | 60432 | 1203 Cedarwood Drive | Will | 1 | 2500 | $66.61 | 80% | Morton | P-85804 | 192 | B-48267 | 256 |
| Joliet, City of - Cedarwood Facility | 1203 Cedarwood Drive | Joliet | IL | 60435 | 1203 Cedarwood Drive | Will | 1 | 2500 | $67.10 | 80% | Morton | P-85804 | 193 | B-48267 | 257 |
| Joliet, City of -Arbeiter Road Facility | 2001 Arbeiter Road | Joliet | IL | 60431 | 1203 Cedarwood Drive | Will | 1 | 2000 | $68.05 | 80% | Morton | P-85804 | 194 | B-48267 | 258 |
| Justice, Village of | 8750 Industrial Dr. | Justice | IL | 60458 | 7800 Archer Road | Cook | 1 | 600 | $62.48 | 100% | Morton | P-85804 | 31 | B-48267 | 38 |
| Kankakee #1, City of | 401 W. Oak St. | Kankakee | IL | 60901 | 401 W. Oak St. | Kankakee | 3 | 2000 | $70.11 | 80% | Morton | P-85804 | 325 | B-48267 | 494 |
| Kankakee Community College | 100 College Drive | Kankakee | IL | 60901 | 100 College Dr. | Kankakee | 3 | 80 | $80.42 | 100% | Morton | P-85804 | 326 | B-48267 | 495 |
| Kankakee County Hwy. Dept. | 1185 S East Avenue | Kankakee | IL | 60901 | 750 S. East Avenue, PO Box 825 | Kankakee | 3 | 2706 | $71.44 | 100% | Morton | P-85804 | 327 | B-48267 | 496 |
| Kent Township | 2054 W. Timber Rd. | Lena | IL | 61048 | 2054 W. Timber Rd. | Stephenson | 2 | 44 | $90.17 | 80% | Morton | P-85804 | 282 | B-48267 | 403 |
| Knox County Hwy. Dept. | 1214 U.S. Hwy. 150 .E | Knoxville | IL | 61448 | 1214 U.S. Highway 150 East | Knox | 4 | 1000 | $84.39 | 80% | Morton | P-85804 | 365 | B-48267 | 551 |
| Knox Township Road District | 200 Carr Street | Knoxville | IL | 61448 | 200 Carr St. | Knox | 4 | 400 | $92.51 | 100% | Morton | P-85804 | 366 | B-48267 | 552 |
| La Grange Park District | 536 East Ave. | La Grange | IL | 60525 | 536 East Ave. | Cook | 1 | 25 | $65.59 | 100% | Morton | P-85804 | 32 | B-48267 | 40 |
| La Grange Park, Village of | 937 Barnsdale Road | LaGrange Park | IL | 60526 | 447 N. Catherine Ave. | Cook | 1 | 500 | $64.31 | 80% | Morton | P-85804 | 33 | B-48267 | 41 |
| La Grange, Village of | 720 E. Cossitt Avenue | La Grange | IL | 60525 | 320 East Avenue | Cook | 1 | 960 | $63.89 | 80% | Morton | P-85804 | 34 | B-48267 | 42 |
| Ladd , Village of | 412 N Chicago Ave. | Ladd | IL | 61329 | PO Box 305 | Bureau | 3 | 154 | $85.15 | 80% | Morton | P-85804 | 297 | B-48267 | 433 |
| Lake Bluff, Village of | 640 Rockland Rd. | Lake Bluff | IL | 60044 | 40 E Center Ave. | Lake | 1 | 200 | $70.24 | 100% | Morton | P-85804 | 155 | B-48267 | 189 |
| Lake County Tech Campus | 19525 W. Washington Street | Grayslake | IL | 60030 | 19525 W Washington Street | Lake | 1 | 22 | $71.10 | 100% | Morton | P-85804 | 156 | B-48267 | 190 |
| Lake County, College of | 19351 W. Washington St. | Grayslake | IL | 60030 | 19351 W. Washington St. | Lake | 1 | 88 | $70.24 | 100% | Morton | P-85804 | 157 | B-48267 | 191 |
| Lake in the Hills, Village of | 9010 Haligus Road | Lake in the Hills | IL | 60156 | 9010 Haligus Road | McHenry | 1 | 1200 | $74.13 | 80% | Morton | P-85804 | 169 | B-48267 | 227 |
| Lake Park High School Dist. 108 East Campus | 600 South Medinah Rd. | Roselle | IL | 60172 | 590 S. Medinah Rd. | DuPage | 1 | 44 | $74.59 | 80% | Morton | P-85804 | 114 | B-48267 | 131 |
| Lake Park High School Dist. 108 West Campus | 500 West Bryn Mawr Ave. | Roselle | IL | 60172 | 590 S. Medinah Rd. | DuPage | 1 | 66 | $74.04 | 80% | Morton | P-85804 | 115 | B-48267 | 132 |
| Lanark, City of | 121 N. Boyd St. | Lanark | IL | 61046 | 111A S. Broad Street | Carroll | 2 | 300 | $95.26 | 80% | Morton | P-85804 | 240 | B-48267 | 312 |
| Lansing, Village of | 3300 171 St. | Lansing | IL | 60438 | 3141 Ridge Road | Cook | 1 | 3000 | $62.48 | 80% | Morton | P-85804 | 35 | B-48267 | 43 |
| Lee County Hwy. Dept -Amboy | 1629 Lee Center Road | Amboy | IL | 61310 | 1629 Lee Center Road, PO Box 193 | Lee | 2 | 2000 | $87.28 | 80% | Morton | P-85804 | 258 | B-48267 | 348 |
| Lemont, Village of | 16680 New Ave. | Lemont | IL | 60439 | 16680 New Ave. | Cook | 1 | 2500 | $66.03 | 100% | Morton | P-85804 | 36 | B-48267 | 44 |
| Lena, Village of | 224 E. Townline Road | Lena | IL | 61048 | 122 E Main St. | Stephenson | 2 | 250 | $95.17 | 80% | Morton | P-85804 | 283 | B-48267 | 405 |
| Leroy Township | 9743 Blaine Rd | Capron | IL | 61012 | 9759 IL. Route 76 | Boone | 2 | 154 | $81.11 | 80% | Morton | P-85804 | 233 | B-48267 | 303 |
| Leroy, City of | 410 N. Hemlock St. | Leroy | IL | 61752 | 207 S. East St. | McLean | 5 | 125 | $87.20 | 100% | Morton | P-85804 | 410 | B-48267 | 648 |
| Lexington, City of | 110 North West St. | Lexington | IL | 61753 | 329 West Main St. | McLean | 5 | 22 | $88.91 | 100% | Morton | P-85804 | 411 | B-48267 | 649 |
| Lincoln, City of | 313 Limit St | Lincoln | IL | 62656 | 700 Broadway Street | Logan | 6 | 500 | $86.10 | 80% | Morton | P-85804 | 423 | B-48267 | 689 |
| Lincolnwood, Village of | 7001 North Lawndale Avenue | Lincolnwood | IL | 60712 | 7001 North Lawndale Avenue | Cook | 1 | 400 | $67.15 | 80% | Morton | P-85804 | 37 | B-48267 | 45 |
| Lindenhurst, Village of | 2060 Grass Lake Road | Lindenhurst | IL | 60046 | 2301 East Sand Lake Road | Lake | 1 | 400 | $83.39 | 100% | Morton | P-85804 | 158 | B-48267 | 194 |
| Litchfield, City of | 104 North IL Street | Litchfield | IL | 62056 | 120 E Ryder St. | Montgomery | 6 | 220 | $82.48 | 80% | Morton | P-85804 | 434 | B-48267 | 706 |
| Livingston County Hwy. Dept. | 1705 S. Manlove St. | Pontiac | IL | 61764 | 1705 S. Manlove Street | Livingston | 3 | 500 | $85.38 | 80% | Morton | P-85804 | 350 | B-48267 | 531 |
| Lockport #2, City of | 17112 S. Prime Blvd. | Lockport | IL | 60441 | 222 E. 9th St. | Will | 1 | 2000 | $66.16 | 80% | Morton | P-85804 | 195 | B-48267 | 259 |
| Lockport Township Highway Dept. | 123 South Ave. | Lockport | IL | 60441 | 111 South Ave. | Will | 1 | 1200 | $67.13 | 80% | Morton | P-85804 | 196 | B-48267 | 260 |
| Lockport Township Park Dist. | 16210 Broadway St. | Lockport | IL | 60441 | 1811 S. Lawrence Ave. | Will | 1 | 110 | $72.43 | 80% | Morton | P-85804 | 197 | B-48267 | 261 |
| Logan County Highway Dept. | 529 S. McLean St. | Lincoln | IL | 62656 | 529 S. McLean Street | Logan | 6 | 154 | $87.52 | 80% | Morton | P-85804 | 424 | B-48267 | 690 |
| Macomb, City of | 233 Center St. | Macomb | IL | 61455 | 232 East Jackson, Po Box 377 | McDonough | 4 | 1200 | $87.14 | 80% | Morton | P-85804 | 373 | B-48267 | 562 |
| Macoupin County Hwy. Dept. | 21639 IL Route 4 | Carlinville | IL | 62626 | 21480 IL Route 4 | Macoupin | 6 | 500 | $86.85 | 80% | Morton | P-85804 | 426 | B-48267 | 694 |
| Mahomet, Village of | 218 S Lake Of The Woods Rd | Mahomet | IL | 61853 | P.O. Box 259 | Champaign | 5 | 440 | $94.86 | 100% | Morton | P-85804 | 403 | B-48267 | 627 |
| Maine Township Hwy. Dept. | 1401 Redeker Road | Des Plaines | IL | 60016 | 1401 Redeker Road | Cook | 1 | 600 | $67.40 | 80% | Morton | P-85804 | 38 | B-48267 | 46 |
| Manchester Township | 20904 Grade School Rd | Caledonia | IL | 61011 | 9759 IL. Route 76 | Boone | 2 | 110 | $83.43 | 80% | Morton | P-85804 | 234 | B-48267 | 304 |
| Manhattan, Village of | 100 Marion St. | Manhattan | IL | 60442 | 260 Market Place | Will | 1 | 1000 | $67.36 | 100% | Morton | P-85804 | 198 | B-48267 | 263 |
| Manlius Township #2 | 2867 E. 28th Rd | Marseilles | IL | 61341 | PO Box 798 | LaSalle | 3 | 154 | $82.90 | 100% | Morton | P-85804 | 337 | B-48267 | 518 |
| Manteno Township | 1030 N. Boudreau Road | Manteno | IL | 60950 | 1030 N. Boudreau Road | Kankakee | 3 | 500 | $74.22 | 80% | Morton | P-85804 | 328 | B-48267 | 498 |
| Manteno, Village of | 10555 N. Maple | Manteno | IL | 60950 | 98 E. 3rd Street | Kankakee | 3 | 360 | $70.44 | 80% | Morton | P-85804 | 329 | B-48267 | 499 |
| Marengo Community High School Dist. #154 | 816 E. Grant Hwy. | Marengo | IL | 60152 | 110 Franks Road | McHenry | 1 | 75 | $74.76 | 80% | Morton | P-85804 | 170 | B-48267 | 228 |
| Marengo Township Hwy. Dept. | 4010 N. IL Route 23 | Marengo | IL | 60152 | 4010 N IL RT 23 | McHenry | 1 | 500 | $73.54 | 80% | Morton | P-85804 | 171 | B-48267 | 229 |
| Marengo, City of | 835 E. Grant Hwy | Marengo | IL | 60152 | 132 E. Prairie Street | McHenry | 1 | 792 | $73.54 | 100% | Morton | P-85804 | 172 | B-48267 | 230 |
| Mark, Village of | 2 Park Street | Mark | IL | 61340 | 2 Park St., P.O. Box 27 | Putnam | 4 | 22 | $93.15 | 80% | Morton | P-85804 | 385 | B-48267 | 585 |
| Markham, City of | 16313 S. Kedzie Ave. | Markham | IL | 60428 | 16313 Kedzie Ave. | Cook | 1 | 1012 | $60.73 | 80% | Morton | P-85804 | 39 | B-48267 | 47 |
| Marquette Heights #1, City of | 121 Logan Rd. | Marquette Hts. | IL | 61554 | 715 Lincoln Rd. | Tazewell | 4 | 300 | $81.68 | 80% | Morton | P-85804 | 388 | B-48267 | 595 |
| Matteson, Village of | 21146 Tower Ave. | Matteson | IL | 60443 | 4900 Village Commons | Cook | 1 | 800 | $65.47 | 80% | Morton | P-85804 | 40 | B-48267 | 48 |
| Mattoon, City of | 420 N. Logan Street | Mattoon | IL | 61938 | 208 North 19th Street | Coles | 7 | 175 | $98.74 | 80% | Morton | P-85804 | 457 | B-48267 | 751 |
| McDonough County Hwy. Dept. | 204 S. Western Ave. | Macomb | IL | 61455 | 204 S. Western Ave. | McDonough | 4 | 1000 | $90.54 | 80% | Morton | P-85804 | 374 | B-48267 | 563 |
| McHenry Community Consolidated School District 15 | 5805 W. Route 120 | McHenry | IL | 60050 | 420 N. Front Street | McHenry | 1 | 132 | $72.10 | 80% | Morton | P-85804 | 173 | B-48267 | 231 |
| McHenry High School Dist.156 | 4724 W. Crystal Lake Rd | McHenry | IL | 60050 | 4716 W. Crystal Lake Rd. | McHenry | 1 | 88 | $72.10 | 80% | Morton | P-85804 | 174 | B-48267 | 232 |
| Medina Township Road Dist. | 10620 N Galena Road | Mossville | IL | 61552 | 10620 N Galena Road, P. O. Box 170 | Peoria | 4 | 800 | $82.29 | 100% | Morton | P-85804 | 379 | B-48267 | 574 |
| Menard County Hwy Dept. | 15620 Chautauqua Road | Petersburg | IL | 62675 | 15620 Chautauqua Road | Menard | 6 | 300 | $83.45 | 80% | Morton | P-85804 | 432 | B-48267 | 704 |
| Menominee Township | 7547 North Menominee Road | East Dubuque | IL | 61025 | 7547 North Menominee Road | Jo Daviess | 2 | 330 | $94.45 | 100% | Morton | P-85804 | 250 | B-48267 | 336 |
| Menominee, Village of | 8389 North Badger Road | East Dubuque | IL | 61025 | P O Box 135 | Jo Daviess | 2 | 80 | $95.14 | 80% | Morton | P-85804 | 251 | B-48267 | 337 |
| Metamora, Village of | 200 S. Wetmore St. | Metamora | IL | 61548 | 100 N. Davenport St., P.O. Box 1070 | Woodford | 4 | 130 | $83.37 | 80% | Morton | P-85804 | 396 | B-48267 | 614 |
| Midlothian, Village of | 3825 Claire Boulevard | Midlothian | IL | 60445 | 14801 S. Pulaski Road | Cook | 1 | 300 | $64.28 | 80% | Morton | P-85804 | 41 | B-48267 | 49 |
| Milan, Village of | 613 W. 1st Avenue | Milan | IL | 61264 | 405 E. 1st Street | Rock Island | 2 | 350 | $85.85 | 80% | Morton | P-85804 | 277 | B-48267 | 384 |
| Milledgeville, Village of | 407 E. 4th St. | Milledgeville | IL | 61051 | 344 N. Main Ave., P.O. Box 639 | Carroll | 2 | 75 | $96.43 | 80% | Morton | P-85804 | 241 | B-48267 | 313 |
| Miller Township Road Dist. | 3338 E. 28-th Road | Marseilles | IL | 61341 | 3338 E 28th Rd. | LaSalle | 3 | 154 | $78.03 | 100% | Morton | P-85804 | 338 | B-48267 | 519 |
| Milton Township Hwy. Dept. | 23 W 040 Poss St. | Glen Ellyn | IL | 60137 | 23 W 040 Poss St. | DuPage | 1 | 200 | $67.88 | 100% | Morton | P-85804 | 116 | B-48267 | 133 |
| Minonk, City of | 202 W. 10th St. | Minonk | IL | 61760 | 670 E. Chestnut St. | Woodford | 4 | 88 | $90.75 | 80% | Morton | P-85804 | 397 | B-48267 | 615 |
| Mokena, Village of | 19004 Wolf Rd. | Mokena | IL | 60448 | 11004 Carpenter St. | Will | 1 | 1800 | $64.41 | 80% | Morton | P-85804 | 199 | B-48267 | 264 |
| Monee Twp. Hwy. Dept. | 26121 Egyptian Trail | Monee | IL | 60449 | 26121 Egyptian Trail | Will | 1 | 500 | $71.14 | 80% | Morton | P-85804 | 200 | B-48267 | 265 |
| Monee, Village of | 5130 West Court Street | Monee | IL | 60449 | 25711 S. Egyptian Trail | Will | 1 | 600 | $67.56 | 80% | Morton | P-85804 | 201 | B-48267 | 266 |
| Monmouth, City of | 711 South 3rd Street | Monmouth | IL | 61462 | 100 East Broadway | Warren | 4 | 500 | $91.09 | 80% | Morton | P-85804 | 394 | B-48267 | 608 |
| Monroe County Hwy. Dept. #1 | 5200 Quarry Road | Waterloo | IL | 62298 | 901 Illinois Avenue, Suite B | Monroe | 8 | 750 | $77.24 | 100% | Morton | P-85804 | 479 | B-48267 | 813 |
| Monroe County Hwy. Dept. #2 | Limestone Lane | Valmeyer | IL | 62295 | 901 Illinois Avenue, Suite B | Monroe | 8 | 1300 | $78.09 | 100% | Morton | P-85804 | 480 | B-48267 | 814 |
| Montgomery Co. Hwy Dept. | 11159 Illinois Route 185 | Hillsboro | IL | 62049 | 11159 Illinois Route 185 | Montgomery | 6 | 350 | $84.66 | 80% | Morton | P-85804 | 435 | B-48267 | 707 |
| Montgomery Township | 263 Grimm Rd. | Congerville | Il | 61729 | 1510 Timberline Road | Woodford | 4 | 110 | $89.12 | 80% | Morton | P-85804 | 398 | B-48267 | 616 |
| Montgomery, Village of | 991 Knell Road | Montgomery | IL | 60538 | 200 N. River St. | Kane | 1 | 814 | $68.99 | 80% | Morton | P-85804 | 139 | B-48267 | 165 |
| Morgan County Road Dist #9 | 114 Reinbach St. | Franklin | IL | 62638 | P.O. Box 104 | Morgan | 6 | 100 | $90.29 | 100% | Morton | P-85804 | 437 | B-48267 | 711 |
| Morton Township Road District | 27833 Cooper Rd. | Morton | IL | 61550 | 300 W. Jefferson St. | Tazewell | 4 | 200 | $81.78 | 80% | Morton | P-85804 | 389 | B-48267 | 596 |
| Mount Olive, City of | 901 Pine St. | Mt. Olive | IL | 62069 | 215 E. Main St. | Macoupin | 6 | 22 | $80.27 | 80% | Morton | P-85804 | 427 | B-48267 | 695 |
| Moweaqua, Village of | 850 North Main | Moweaqua | IL | 62550 | 122 N. Main | Shelby | 7 | 22 | $112.20 | 100% | Morton | P-85804 | 465 | B-48267 | 779 |
| Murphysboro, City of | 316 N 12th Street | Murphysboro | IL | 62966 | 316 N 12th Street | Jackson | 9 | 100 | $98.41 | 80% | Morton | P-85804 | 491 | B-48267 | 845 |
| Na-Au-Say Township Road District1 | 1312 Wheeler Road | Plainfield | IL | 60544 | 1312 W Wheeler Rd | Kendall | 3 | 500 | $70.59 | 80% | Morton | P-85804 | 332 | B-48267 | 508 |
| Nachusa Township #1 | 1263 Market St | Nachusa | IL | 61057 | 1341 IL Route 38 | Lee | 2 | 100 | $87.70 | 80% | Morton | P-85804 | 259 | B-48267 | 350 |
| Naperville #2, City of | 2816 Plainfield/Naperville Rd. | Naperville | IL | 60563 | 180 Fort Hill Drive - PO Box 3020 | Will | 1 | 1500 | $68.73 | 80% | Morton | P-85804 | 202 | B-48267 | 267 |
| Naperville Community School Dist. 203-1 | 203 W. Hillside Road | Naperville | IL | 60540 | 2031 W. Hillside Rd. | DuPage | 1 | 132 | $69.46 | 80% | Morton | P-85804 | 117 | B-48267 | 135 |
| Naperville Community School Dist. 203-2 | 700 W. 5th Ave. | Naperville | IL | 60540 | 203 W. Hillside Rd. | DuPage | 1 | 88 | $69.46 | 80% | Morton | P-85804 | 118 | B-48267 | 136 |
| New Lenox Twp. Hwy. Dept. | 12551 Harvey Dr. | New Lenox | IL | 60451 | 12551 W Harvey Dr. | Will | 1 | 1400 | $67.04 | 80% | Morton | P-85804 | 203 | B-48267 | 268 |
| New Lenox, Village of | 2401 Ellis Road | New Lenox | IL | 60451 | 2401 Ellis Road | Will | 1 | 2500 | $66.20 | 80% | Morton | P-85804 | 204 | B-48267 | 269 |
| Niles Township High Schools Dist. 219 - North | 9800 N. Lawler Ave. | Skokie | IL | 60077 | 7700 Gross Point Road | Cook | 1 | 110 | $68.23 | 80% | Morton | P-85804 | 42 | B-48267 | 51 |
| Niles Township High Schools Dist. 219 - West | 5701 Oakton St. | Skokie | IL | 60077 | 7700 Gross Point Road | Cook | 1 | 110 | $68.23 | 80% | Morton | P-85804 | 43 | B-48267 | 52 |
| Niles, Village of | 6849 Touhy Ave | Niles | IL | 60714 | 1000 Civic Center Drive | Cook | 1 | 800 | $68.25 | 100% | Morton | P-85804 | 44 | B-48267 | 53 |
| Norridge, Village of | 5140 N. Cumberland Ave. | Norridge | IL | 60706 | 4000 N. Olcott Ave. | Cook | 1 | 600 | $67.57 | 80% | Morton | P-85804 | 45 | B-48267 | 54 |
| North Pekin, Village of | 318 N. Main St. | North Pekin | IL | 61554 | 206 Lincoln Blvd. | Tazewell | 4 | 154 | $81.78 | 80% | Morton | P-85804 | 390 | B-48267 | 598 |
| North Riverside, Village of | 2345 S. DesPlaines Ave | North Riverside | IL | 60546 | 2401 S. DesPlaines Ave. | Cook | 1 | 616 | $64.38 | 80% | Morton | P-85804 | 46 | B-48267 | 55 |
| Northbrook, Village of | 655 Huehl Road | Northbrook | IL | 60062 | 655 Huehl Road | Cook | 1 | 2400 | $65.87 | 100% | Morton | P-85804 | 47 | B-48267 | 57 |
| Northlake, City of | 100 W. Palmer Ave. | Northlake | IL | 60164 | 55 E. North Ave. | Cook | 1 | 240 | $64.72 | 100% | Morton | P-85804 | 48 | B-48267 | 59 |
| Northville Township Road | 2689 N. 45th. Rd. | Sandwich | IL | 60548 | 2689 N. 45th Rd. | LaSalle | 3 | 150 | $81.77 | 80% | Morton | P-85804 | 339 | B-48267 | 520 |
| Nunda Townhip Road District | 3518 Bay Road | Crystal Lake | IL | 60012 | 3518 Bay Road | McHenry | 1 | 2000 | $69.01 | 100% | Morton | P-85804 | 175 | B-48267 | 234 |
| Oak Brook, Village of | 640 Oak Brook Rd. | Oak Brook | IL | 60523 | 1200 Oak Brook Rd. | DuPage | 1 | 350 | $65.44 | 80% | Morton | P-85804 | 119 | B-48267 | 137 |
| Oak Forest, City of | 15801 LOREL AVE. | Oak Forest | IL | 60452 | 15440 S. CENTRAL AVE. | Cook | 1 | 1250 | $62.48 | 80% | Morton | P-85804 | 49 | B-48267 | 60 |
| Oak Lawn, Village of | 11000 S. Lawrgne Ave. | Oak Lawn | IL | 60453 | 9446 S Raymond Ave. | Cook | 1 | 4000 | $61.67 | 80% | Morton | P-85804 | 50 | B-48267 | 61 |
| Oak Park, Village of | 201 South Boulevard | Oak Park | IL | 60302 | 201 South Blvd. | Cook | 1 | 2000 | $63.61 | 80% | Morton | P-85804 | 51 | B-48267 | 62 |
| Oakton Community College District 535 #1 | 1600 E. Golf Road | Des Plaines | IL | 60016 | 1600 E. Golf Rd. | Cook | 1 | 110 | $71.76 | 80% | Morton | P-85804 | 52 | B-48267 | 63 |
| Oakton Community College District 535 #2 | 7701 N. Lincoln Ave. | Skokie | IL | 60077 | 1600 E. Golf Rd. | Cook | 1 | 22 | $71.76 | 80% | Morton | P-85804 | 53 | B-48267 | 64 |
| Oglesby, City Of | 115 Fraser Ave. | Oglesby | IL | 61348 | 110 E Walnut St. | LaSalle | 3 | 396 | $79.44 | 80% | Morton | P-85804 | 340 | B-48267 | 521 |
| Olney, City of | 1139 South Oak Street | Olney | IL | 62450 | 300 South Whittle Ave. | Richland | 7 | 180 | $99.93 | 80% | Morton | P-85804 | 463 | B-48267 | 777 |
| Orland Hills, Village of | 16533 94th Ave | Orland Hills | IL | 60487 | 16033 94th Ave. | Cook | 1 | 600 | $63.61 | 80% | Morton | P-85804 | 54 | B-48267 | 65 |
| Orland Park, Village of | 15655 S Ravinia Ave | Orland Park | IL | 60462 | 14700 Ravinia Ave. | Cook | 1 | 2000 | $63.61 | 80% | Morton | P-85804 | 55 | B-48267 | 66 |
| Orland Township Highway Dept. | 16125 S. Wolf Road | Orland Park | IL | 60491 | 16125 S. Wolf Road | Cook | 1 | 520 | $64.84 | 80% | Morton | P-85804 | 56 | B-48267 | 67 |
| Oswego Township Road District | 1150 State Route 25 | Oswego | IL | 60543 | 1150 State Rt. 25 | Kendall | 3 | 1012 | $71.50 | 80% | Morton | P-85804 | 333 | B-48267 | 509 |
| Ottawa Township Road District | 1425 Boyce Memorial Drive | Ottawa | IL | 61350 | 1425 Boyce Memorial Drive | LaSalle | 3 | 110 | $88.08 | 100% | Morton | P-85804 | 341 | B-48267 | 522 |
| Palatine, Village of | 148 W. Illinois Ave. | Palatine | IL | 60067 | 148 W. Illinois Avenue | Cook | 1 | 2800 | $68.31 | 80% | Morton | P-85804 | 57 | B-48267 | 68 |
| Palmyra Township | 214 Palmyra Rd | Dixon | IL | 61021 | 214 Palmyra Rd. | Lee | 2 | 200 | $85.03 | 80% | Morton | P-85804 | 260 | B-48267 | 351 |
| Palos Heights, City of | 7607 W. College Drive | Palos Heights | IL | 60463 | 7607 W College Dr. | Cook | 1 | 500 | $62.48 | 80% | Morton | P-85804 | 58 | B-48267 | 69 |
| Palos Hills, City of | 7860 108th St | Palos Hills | IL | 60465 | 10335 Roberts Rd. | Cook | 1 | 800 | $64.93 | 80% | Morton | P-85804 | 59 | B-48267 | 70 |
| Palos Park, Village of | 8999 W. 131st Street | Palos Park | IL | 60464 | 8999 W. 123rd Street | Cook | 1 | 400 | $63.89 | 80% | Morton | P-85804 | 60 | B-48267 | 71 |

| | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Pana, City of | 600 N Elm St | Pana | IL | 62557 | 120 E Third St. | Christian | 6 | | 110 | $96.25 | 80% | Morton | P-85804 | 419 | B-48267 | 682 |
| Park Forest, Village of | 75 Park Street | Park Forest | IL | 60466 | 350 Victory Drive | Cook | 1 | | 1320 | $63.61 | 80% | Morton | P-85804 | 61 | B-48267 | 72 |
| Park Ridge Niles School Dist. #64 | 200 S Lincoln Ave. | Park Ridge | IL | 60068 | 8182 W. Greendale Ave. | Cook | 1 | | 80 | $71.89 | 80% | Morton | P-85804 | 62 | B-48267 | 73 |
| Park Ridge, City of | 400 Busse Highway | Park Ridge | IL | 60068 | 505 Butler Place | Cook | 1 | | 1500 | $71.88 | 80% | Morton | P-85804 | 63 | B-48267 | 74 |
| Parkland College | 2400 W. Bradley Ave. | Champaign | IL | 61821 | 2400 W Bradley Ave. | Champaign | 5 | | 70 | $90.92 | 80% | Morton | P-85804 | 404 | B-48267 | 628 |
| Pawnee, Village of | 1499 Park Street | Pawnee | IL | 62558 | 617 - 7th St., P.O. Box 560 | Sangamon | 6 | | 22 | $107.06 | 100% | Morton | P-85804 | 442 | B-48267 | 721 |
| Paxton, City of | 755 N Railroad Ave. | Paxton | IL | 60957 | 145 South Market St. - PO Box 59 | Ford | 3 | | 200 | $89.20 | 100% | Morton | P-85804 | 313 | B-48267 | 471 |
| Pekin, City of | 1208 Koch St. | Pekin | IL | 61554 | 1208 Koch St. | Tazewell | 4 | | 2500 | $78.90 | 80% | Morton | P-85804 | 391 | B-48267 | 599 |
| Peoria Public Schools Dist# 150 | 315 E War Memorial Dr. | Peoria | IL | 61604 | 3302 N. Wisconsin | Peoria | 4 | | 200 | $80.97 | 80% | Morton | P-85804 | 380 | B-48267 | 578 |
| Peotone, Village of | 208 E. Main St. | Peotone | IL | 60468 | 208 E Main St. | Will | 1 | | 300 | $67.21 | 80% | Morton | P-85804 | 205 | B-48267 | 270 |
| Persifer Township | 1735 US Highway 150 East | Dahinda | IL | 61428 | P.O. Box 89 | Knox | 4 | | 300 | $93.13 | 100% | Morton | P-85804 | 367 | B-48267 | 553 |
| Peru, City of | 4003 Plank Road | Peru | IL | 61354 | 1901 4th Street | LaSalle | 3 | | 2500 | $79.44 | 80% | Morton | P-85804 | 342 | B-48267 | 523 |
| Piatt County Highway Dept. #1 | 832 East Old Rt. 47 | Monticello | IL | 61856 | 1115 North State Street Suite 150 | Piatt | 5 | | 220 | $93.10 | 100% | Morton | P-85804 | 413 | B-48267 | 657 |
| Pingree Grove, Village of | 275 Water Street | Pingree Grove | IL | 60140 | 555 Reinking Rd. | Kane | 1 | | 418 | $76.12 | 80% | Morton | P-85804 | 140 | B-48267 | 167 |
| Plainfield Township Hwy. Dept | 22525 W. Lockport St. | Plainfield | IL | 60544 | 22525 W Lockport St. | Will | 1 | | 700 | $68.99 | 80% | Morton | P-85804 | 206 | B-48267 | 271 |
| Plainfield, Village of | 14400 S. Coil Plus Dr. | Plainfield | IL | 60544 | 14400 S. Coil Plus Drive | Will | 1 | | 3200 | $68.99 | 80% | Morton | P-85804 | 207 | B-48267 | 272 |
| Pleasant Hill, Village of | 104 W. Quincy St. | Pleasant Hill | IL | 62366 | PO Box 187 | Pike | 6 | | 44 | $94.12 | 80% | Morton | P-85804 | 438 | B-48267 | 715 |
| Pontiac, City of | 102 S. Pearl St. | Pontiac | IL | 61764 | 115 W. Howard St. | Livingston | 3 | | 352 | $84.96 | 80% | Morton | P-85804 | 351 | B-48267 | 532 |
| Poplar Grove Township | 302 East Park Street | Poplar Grove | IL | 61065 | 9759 IL Route 76 | Boone | 2 | | 176 | $80.25 | 80% | Morton | P-85804 | 235 | B-48267 | 305 |
| Poplar Grove, Village of | 201 E. Edson Road | Poplar Grove | IL | 61065 | 200 N Hill St. | Boone | 2 | | 638 | $77.19 | 80% | Morton | P-85804 | 236 | B-48267 | 306 |
| Port Byron, Village of | 300 S. High St. | Port Byron | IL | 61275 | 120 S. Main St. | Rock Island | 2 | | 80 | $86.50 | 80% | Morton | P-85804 | 278 | B-48267 | 386 |
| Prairie Grove, Village of | 4507 West Gracy Road | McHenry | IL | 60050 | 3125 Barreville Road | McHenry | 1 | | 500 | $71.66 | 80% | Morton | P-85804 | 176 | B-48267 | 235 |
| Princeton, City of | 1105 North Euclid St. | Princeton | IL | 61356 | 2 South Main Street | Bureau | 3 | | 375 | $82.99 | 100% | Morton | P-85804 | 298 | B-48267 | 434 |
| Prospect Heights, City of | 401 Piper Lane | Prospect Hts. | IL | 60070 | 401 Piper Lane | Cook | 1 | | 550 | $69.41 | 80% | Morton | P-85804 | 64 | B-48267 | 75 |
| Randolph County Road Dist. #1 | 10312 Schuline Road | Sparta | IL | 62286 | 10312 Schuline Rd. | Randolph | 8 | | 88 | $85.24 | 100% | Morton | P-85804 | 482 | B-48267 | 820 |
| Randolph County Road Dist. #2 | 4379 Chester Road | Chester | IL | 62233 | 4379 Chester Road | Randolph | 8 | | 350 | $85.46 | 80% | Morton | P-85804 | 483 | B-48267 | 821 |
| Rice Township | 3260 South Rocky Hill Road | Galena | IL | 61036 | 3260 South Rocky Hill Road | Jo Daviess | 2 | | 125 | $94.45 | 100% | Morton | P-85804 | 252 | B-48267 | 338 |
| Ridott Township | 1474 Farwell Bridge Rd. | Ridott | IL | 61067 | 1474 S. Farwell Bridge Rd. | Stephenson | 2 | | 110 | $97.09 | 80% | Morton | P-85804 | 284 | B-48267 | 406 |
| Riley Towhship Road Dist. | 8910 Illinois Route 23 | Marengo | IL | 60152 | 8910 IL Route 23 | McHenry | 1 | | 308 | $73.54 | 100% | Morton | P-85804 | 177 | B-48267 | 237 |
| River Forest, Village of | 45 Forest Ave | River Forest | IL | 60305 | 400 Park Ave. | Cook | 1 | | 600 | $63.44 | 80% | Morton | P-85804 | 65 | B-48267 | 77 |
| River Grove, Village of | 2101 West Street | River Grove | IL | 60171 | 2621 Thatcher Avenue | Cook | 1 | | 600 | $63.39 | 80% | Morton | P-85804 | 66 | B-48267 | 78 |
| Riverdale, Village of | 14101 South Halsted St. | Riverdale | IL | 60827 | 14101 South Halsted St. | Cook | 1 | | 500 | $59.40 | 80% | Morton | P-85804 | 67 | B-48267 | 79 |
| Riverside, Village of | 3860 Columbus Blvd | Riverside | IL | 60546 | 3860 Columbus Blvd | Cook | 1 | | 418 | $63.89 | 80% | Morton | P-85804 | 68 | B-48267 | 80 |
| Roanoke Township | 202 E. Woodford St. | Roanoke | IL | 61561 | 202 E Woodford St. | Woodford | 4 | | 100 | $83.63 | 100% | Morton | P-85804 | 399 | B-48267 | 618 |
| Roanoke, Village of | 202 E. Woodford St. | Roanoke | IL | 61561 | 102 N. 6th St. | Woodford | 4 | | 50 | $89.12 | 100% | Morton | P-85804 | 400 | B-48267 | 619 |
| Rock Creek Lima Township | 25123 Locust Rd. | Lanark | IL | 61046 | 25123 Locust Rd. | Carroll | 2 | | 175 | $96.37 | 80% | Morton | P-85804 | 242 | B-48267 | 314 |
| Rock Island County Highway Dept. #2 | 1570 Hubbard Road | Milan | IL | 61264 | P.O. Box 797 | Rock Island | 2 | | 1000 | $89.37 | 80% | Morton | P-85804 | 279 | B-48267 | 389 |
| Rockdale, Village of | 801 South Larkin Ave. | Rockdale | IL | 60436 | 79 Moen Ave. | Will | 1 | | 300 | $72.91 | 80% | Morton | P-85804 | 208 | B-48267 | 273 |
| Rockton Township Highway Dept. | 1301 N. Blackhawk Blvd. | Rockton | IL | 61072 | 1301 N. Blackhawk Blvd. | Winnebago | 2 | | 440 | $74.59 | 80% | Morton | P-85804 | 290 | B-48267 | 423 |
| Rolling Meadows, City of | 3900 Berdnick St. | Rolling Meadows | IL | 60008 | 3900 Berdnick St. | Cook | 1 | | 800 | $69.48 | 80% | Morton | P-85804 | 69 | B-48267 | 81 |
| Romeoville #2, Village of | 615 Anderson Drive | Romeoville | IL | 60446 | 615 Anderson Drive | Will | 1 | | 1500 | $68.63 | 80% | Morton | P-85804 | 209 | B-48267 | 275 |
| Roselle, Village of | 474 Congress Circle North | Roselle | IL | 60172 | 474 Congress Circle North | DuPage | 1 | | 1300 | $70.55 | 80% | Morton | P-85804 | 120 | B-48267 | 138 |
| Sauk Valley Community College | 173 IL Route 2 | Dixon | IL | 61021 | 173 IL Route 2 | Lee | 2 | | 22 | $85.03 | 100% | Morton | P-85804 | 261 | B-48267 | 352 |
| Savanna, City of | 9980 Wacker Rd. | Savanna | IL | 61074 | 333 Chicago Ave. | Carroll | 2 | | 400 | $89.10 | 80% | Morton | P-85804 | 243 | B-48267 | 315 |
| Schaumburg School District 54 | 524 E. Schaumburg Road | Schaumburg | IL | 60194 | 524 E. Schaumburg Road | Cook | 1 | | 200 | $69.14 | 80% | Morton | P-85804 | 70 | B-48267 | 82 |
| Schaumburg Township Road Dist. | 1 Illinois Blvd. | Hoffman Estates | IL | 60193 | 1 Illinois Blvd. | Cook | 1 | | 242 | $67.84 | 80% | Morton | P-85804 | 71 | B-48267 | 83 |
| Schiller Park, Village of | 9526 W. Irving Park Road | Schiller Park | IL | 60176 | 9526 W. Irving Park Road | Cook | 1 | | 700 | $65.36 | 80% | Morton | P-85804 | 72 | B-48267 | 84 |
| Seneca, Village of | 225 W. Union St | Seneca | IL | 61360 | 340 N Cash St. | LaSalle | 3 | | 22 | $80.95 | 80% | Morton | P-85804 | 343 | B-48267 | 524 |
| Seward Township Road District | 14719 N. O'Brien Road | Minooka | IL | 60447 | 14719 N. O'Brien Rd. | Kendall | 3 | | 330 | $70.13 | 100% | Morton | P-85804 | 334 | B-48267 | 512 |
| Sheridan, Village of | 1025 W Si Johnson Ave. | Sheridan | IL | 60551 | 115 N Robinson St. | LaSalle | 3 | | 60 | $84.33 | 80% | Morton | P-85804 | 344 | B-48267 | 525 |
| Shields Twp. Highway Dept. | 719 Jenkisson Ave. | Lake Bluff | IL | 60044 | 906 Muir Ave. | Lake | 1 | | 132 | $70.24 | 80% | Morton | P-85804 | 159 | B-48267 | 197 |
| Skokie Park Dist | 7500 Frontage Rd. | Skokie | IL | 60077 | 9300 Weber Park Place | Cook | 1 | | 44 | $71.89 | 100% | Morton | P-85804 | 73 | B-48267 | 85 |
| Skokie, Village of | 9050 Gross Point Road | Skokie | IL | 60077 | 9050 Gross Point Rd. | Cook | 1 | | 3000 | $71.65 | 80% | Morton | P-85804 | 74 | B-48267 | 86 |
| Sleepy Hollow, Village of | 1 Thorobred Lane | Sleepy Hollow | IL | 60118 | 1 Thorobred Lane | Kane | 1 | | 550 | $74.09 | 80% | Morton | P-85804 | 141 | B-48267 | 168 |
| Somerset Township | 33 Palisch Rd | Murphysboro | IL | 62966 | P.O. Box 907 | Jackson | 9 | | 44 | $99.24 | 80% | Morton | P-85804 | 492 | B-48267 | 846 |
| South Elgin, Village of | 1000 Bowes Road | South Elgin | IL | 60177 | 1000 Bowes Rd. | Kane | 1 | | 1500 | $74.55 | 80% | Morton | P-85804 | 142 | B-48267 | 169 |
| South Holland, Village of | 155 W. 162nd St. | South Holland | IL | 60473 | 155 W. 162nd St. | Cook | 1 | | 750 | $61.49 | 80% | Morton | P-85804 | 75 | B-48267 | 88 |
| South Suburban College | 15800 S. State St. | South Holland | IL | 60473 | 15800 South State Street | Cook | 1 | | 300 | $62.38 | 80% | Morton | P-85804 | 76 | B-48267 | 89 |
| Southern Illinois University at Carbondale | 1724 University Press Dr. Mclafferty Rd Storage | Carbondale | IL | 62901 | 210 Travel Service Drive | Jackson | 9 | | 300 | $92.37 | 100% | Morton | P-85804 | 493 | B-48267 | 847 |
| Southern Illinois University at Edwardsville | 99 Supporting Services Dr | Edwardsville | IL | 62026 | PO Box 1039 | Madison | 8 | | 600 | $75.97 | 80% | Morton | P-85804 | 475 | B-48267 | 801 |
| Spring Township | 3150 Shattuck Road | Garden Prairie | IL | 61038 | 9759 IL. Route 76 | Boone | 2 | | 242 | $84.29 | 80% | Morton | P-85804 | 237 | B-48267 | 307 |
| Spring Valley, City of | 400 W. 1st St | Spring Valley | IL | 61362 | 400 W. 1st St | Bureau | 3 | | 350 | $82.90 | 80% | Morton | P-85804 | 299 | B-48267 | 435 |
| Springfield Airport Authority | 750 S. Airport Drive | Springfield | IL | 62707 | 1200 Capital Airport Drive | Sangamon | 6 | | 88 | $104.57 | 80% | Morton | P-85804 | 443 | B-48267 | 723 |
| State, DHS-Alton Mental Health Center | 4500 College Avenue | Alton | IL | 62002 | 4500 College Avenue | Madison | 8 | | 80 | $80.57 | 80% | Morton | P-85804 | 476 | B-48267 | 802 |
| State, DHS-Ann M. Kiley Developmental Center | 1401 W. Dugdale Road | Waukegan | IL | 60085 | 1401 W. Dugdale Rd. | Lake | 1 | | 100 | $68.73 | 100% | Morton | P-85804 | 160 | B-48267 | 198 |
| State, DHS-Murray Developmental Center | 1535 W. McCord St. | Centralia | IL | 62801 | 1535 W. McCord | Clinton | 8 | | 25 | $90.77 | 100% | Morton | P-85804 | 472 | B-48267 | 792 |
| State, DHS-Shapiro Center | 100 E. Jeffery St. | Kankakee | IL | 60901 | 100 East Jeffery Street | Kankakee | 3 | | 110 | $74.39 | 80% | Morton | P-85804 | 330 | B-48267 | 500 |
| State, DOC-Graham Correctional Center | 12078 IL Rt. 185 | Hillsboro | IL | 62049 | 12078 IL Route 185 | Montgomery | 6 | | 44 | $84.89 | 100% | Morton | P-85804 | 436 | B-48267 | 708 |
| State, DOC-IL River Correctional Center | 1300 West Locust Street | Canton | IL | 61520 | 1300 West Locust Street | Fulton | 4 | | 22 | $90.31 | 80% | Morton | P-85804 | 359 | B-48267 | 543 |
| State, DOC-Sheridan Correctional Center | 2603rd-Road | Sheridan | IL | 60551 | 2603rd-Road | LaSalle | 3 | | 44 | $88.53 | 100% | Morton | P-85804 | 345 | B-48267 | 526 |
| State, DOC-Stateville Correctional Center | 20025 Division Street | Crest Hill | IL | 60403 | 16830 Rt 53, PO Box 112 | Will | 1 | | 100 | $71.44 | 80% | Morton | P-85804 | 210 | B-48267 | 276 |
| State, IDOT - ALGONQUIN (TS# 129F ) | 110 Meyer Drive | Algonquin | IL | 60102 | 201 West Center Court | McHenry | 1 | | 300 | $74.90 | 80% | Morton | P-85804 | 178 | B-48267 | 239 |
| State, IDOT - ALGONQUIN TWSHP (TS# 117C ) | 3702 Northwest Highway | Crystal Lake | IL | 60014 | 201 West Center Court | McHenry | 1 | | 450 | $71.93 | 80% | Morton | P-85804 | 179 | B-48267 | 240 |
| State, IDOT - ALSIP (TS# 031) | 11801 SOUTH RIDGELAND | Worth | IL | 60482 | 201 West Center Court | Cook | 1 | | 5000 | $62.16 | 80% | Morton | P-85804 | 77 | B-48267 | 90 |
| State, IDOT - AMBOY (TS# 221) | 1502 US 30, AMBOY 61310 | AMBOY | IL | 61310 | 819 Depot Ave. | Lee | 2 | | 4000 | $84.41 | 80% | Morton | P-85804 | 262 | B-48267 | 354 |
| State, IDOT - ARLINGTON HTS (TS# 011) | 210 EAST NOYES STREET | Arlington Heights | IL | 60005 | 201 West Center Court | Cook | 1 | | 7000 | $67.84 | 80% | Morton | P-85804 | 78 | B-48267 | 91 |
| State, IDOT - ASHKUM (TS# 323) | 849 E. STATE ROUTE 116 | Ashkum | IL | 60911 | 700 E. Norris Dr. | Iroquois | 3 | | 500 | $73.42 | 80% | Morton | P-85804 | 319 | B-48267 | 487 |
| State, IDOT - ASHKUM SUPERDOME (TS# 323S) | 849 E. STATE ROUTE 116 | Ashkum | IL | 60911 | 700 E. Norris Dr. | Iroquois | 3 | | 500 | $73.42 | 80% | Morton | P-85804 | 320 | B-48267 | 488 |
| State, IDOT - BIESTERFIELD (RES DM) (TS# E14B) | 1101 BEISTERFIELD ROAD | Elk Grove | IL | 60007 | 201 West Center Court | Cook | 1 | | 1000 | $66.75 | 80% | Morton | P-85804 | 79 | B-48267 | 92 |
| State, IDOT - BIESTERFIELD (TS# E14A) | 1101 BEISTERFIELD ROAD | Elk Grove | IL | 60007 | 201 West Center Court | Cook | 1 | | 6600 | $66.75 | 80% | Morton | P-85804 | 80 | B-48267 | 93 |
| State, IDOT - BIRDS BRIDGE (TS# 137A ) | 22608 S. Frontage Road | Channahon | IL | 60401 | 201 West Center Court | Will | 1 | | 2300 | $69.67 | 80% | Morton | P-85804 | 211 | B-48267 | 277 |
| State, IDOT - BRIMFIELD (TS# 432B ) | 14124 NORTH IL 78, | BRIMFIELD | IL | 61517 | 401 Main Street | Peoria | 4 | | 2100 | $84.05 | 80% | Morton | P-85804 | 381 | B-48267 | 580 |
| State, IDOT - BUCKLEY (TS# 323B ) | 435 E. 800 N. ROAD | Buckley | IL | 61918 | 700 E. Norris Dr. | Iroquois | 3 | | 2400 | $78.31 | 80% | Morton | P-85804 | 321 | B-48267 | 489 |
| State, IDOT - CARPENTERSVILLE (TS# 129G ) | 5000 SLEEPY HOLLOW ROAD | CARPENTERSVILLE | IL | 60110 | 201 West Center Court | Kane | 1 | | 100 | $76.23 | 80% | Morton | P-85804 | 143 | B-48267 | 172 |
| State, IDOT - CHARLESTON (TS# 721A ) | 369 W. Coolidge | Charleston | IL | 61920 | 400 West Wabash | Coles | 7 | 400 | 900 | $105.65 | 80% | Morton | P-85804 | 458 | B-48267 | 752 |
| State, IDOT - COMPTON (BIN) (TS# 221T) | 2857 US 30, | COMPTON | IL | 61318 | 819 Depot Ave. | Lee | 2 | | 25 | $91.91 | 80% | Morton | P-85804 | 263 | B-48267 | 355 |
| State, IDOT - COMPTON (TS# 221A ) | 2857 US 30, | COMPTON | IL | 61318 | 819 Depot Ave. | Lee | 2 | | 25 | $91.91 | 80% | Morton | P-85804 | 264 | B-48267 | 356 |
| State, IDOT - COOK COUNTY (TS# 012C) | 9801 BALLARD ROAD | Des Plaines | IL | 60016 | 201 West Center Court | Cook | 1 | | 100 | $65.68 | 80% | Morton | P-85804 | 81 | B-48267 | 95 |
| State, IDOT - DAN RYAN (TS# E25) | 6543 SOUTH WENTWORTH AVENUE | Chicago | IL | 60621 | 201 West Center Court | Cook | 1 | | 3500 | $67.66 | 80% | Morton | P-85804 | 82 | B-48267 | 96 |
| State, IDOT - DIVERNON (TS# 628) | 69 IL-104 | Divernon | IL | 62530 | 126 East Ash Street | Sangamon | 6 | | 100 | $100.30 | 80% | Morton | P-85804 | 444 | B-48267 | 725 |
| State, IDOT - DUPAGE COUNTY (TS# 127C) | 140 N. COUNTY FARM ROAD | Wheaton | IL | 60187 | 201 West Center Court | DuPage | 1 | | 200 | $73.66 | 80% | Morton | P-85804 | 121 | B-48267 | 139 |
| State, IDOT - DWIGHT (TS# 334B ) | 625 W. WAUPANSIE STREET | DWIGHT | IL | 60420 | 700 E. Norris Dr. | Livingston | 3 | | 580 | $82.73 | 80% | Morton | P-85804 | 352 | B-48267 | 533 |
| State, IDOT - EISENHOWER (TS# E23) | 5201 WEST FLOURNOY STREET | Chicago | IL | 60644 | 201 West Center Court | Cook | 1 | | 5000 | $68.90 | 80% | Morton | P-85804 | 83 | B-48267 | 98 |
| State, IDOT - EL PASO (TS# 442B) | 990 W. MAIN STREET | El Paso | IL | 61738 | 401 Main Street | Woodford | 4 | | 1725 | $83.78 | 80% | Morton | P-85804 | 401 | B-48267 | 620 |
| State, IDOT - ELEROY (TS# 243) | 1856 BOLTON ROAD, | FREEPORT | IL | 61032 | 819 Depot Ave. | Stephenson | 2 | | 4200 | $95.65 | 80% | Morton | P-85804 | 285 | B-48267 | 409 |
| State, IDOT - ELGIN SHALES PKWY (TS# 129A ) | 525 South Shales Parkway | Elgin | IL | 60120 | 201 West Center Court | Kane | 1 | | 1000 | $75.79 | 80% | Morton | P-85804 | 144 | B-48267 | 173 |
| State, IDOT - FARMINGTON (TS# 422A ) | 35789 COUNTY ROAD 18 | FARMINGTON | IL | 61531 | 401 Main Street | Fulton | 4 | | 100 | $89.12 | 80% | Morton | P-85804 | 360 | B-48267 | 544 |
| State, IDOT - FLORA (TS# 723) | 7762 OLD HWY 50 | Flora | IL | 62839 | 400 West Wabash | Clay | 7 | 1000 | 1500 | $92.67 | 80% | Morton | P-85804 | 451 | B-48267 | 743 |
| State, IDOT - FORRESTON (TS# 231A ) | 707 N. Walnut Avenue | Forreston | IL | 61030 | 819 Depot Ave. | Ogle | 2 | | 800 | $91.16 | 80% | Morton | P-85804 | 268 | B-48267 | 369 |
| State, IDOT - GALVA (TS# 212A ) | 818 S.E. 1ST STREET | GALVA | IL | 61434 | 819 Depot Ave. | Henry | 2 | | 1100 | $86.85 | 80% | Morton | P-85804 | 245 | B-48267 | 324 |
| State, IDOT - HARVEY (TS# 032) | 16738 LATHROP AVENUE | Harvey | IL | 60426 | 201 West Center Court | Cook | 1 | | 5000 | $62.48 | 80% | Morton | P-85804 | 84 | B-48267 | 99 |
| State, IDOT - HAVANA (TS# 621H ) | 15816 S. WATER STREET | HAVANA | IL | 62644 | 126 East Ash Street | Mason | 6 | | 100 | $86.52 | 80% | Morton | P-85804 | 431 | B-48267 | 702 |
| State, IDOT - HIGHLAND PARK (TS# 116H) | 1150 HALF DAY RD. | HIGHLAND PARK | IL | 60035 | 201 West Center Court | Lake | 1 | | 200 | $71.47 | 80% | Morton | P-85804 | 161 | B-48267 | 202 |
| State, IDOT - HILLSIDE (TS# 022) | 4160 MAY STREET | HillSide | IL | 60162 | 201 West Center Court | Cook | 1 | | 5500 | $64.72 | 80% | Morton | P-85804 | 85 | B-48267 | 100 |
| State, IDOT - I-57 (TS# E34) | 16010 SOUTH CRAWFORD AVENUE | Markham | IL | 60428 | 201 West Center Court | Cook | 1 | | 3000 | $68.47 | 80% | Morton | P-85804 | 86 | B-48267 | 101 |
| State, IDOT - ISTHA YARD (TS# 129T ) | US 20 & I-90 | Hampshire | IL | 60140 | 201 West Center Court | Kane | 1 | | 500 | $74.62 | 80% | Morton | P-85804 | 145 | B-48267 | 174 |
| State, IDOT - KANKAKEE (TS# 321) | 1455 E. BROOKMONT | KANKAKEE | IL | 60901 | 700 E. Norris Dr. | Kankakee | 3 | | 4700 | $72.46 | 80% | Morton | P-85804 | 331 | B-48267 | 501 |
| State, IDOT - KENNEDY (TS# E24) | 5027 NORTH CENTRAL AVENUE | Chicago | IL | 60630 | 201 West Center Court | Cook | 1 | | 3500 | $69.62 | 80% | Morton | P-85804 | 87 | B-48267 | 102 |
| State, IDOT - KENNEDY LANDSCAPE (TS# 170) | 1260 WEST AUGUSTA BLVD. | Chicago | IL | 60622 | 201 West Center Court | Cook | 1 | | 1500 | $70.06 | 80% | Morton | P-85804 | 88 | B-48267 | 103 |
| State, IDOT - LADD (TS# 347) | 33251 1525 N. Road | Spring Valley | IL | 61362 | 700 E. Norris Dr. | Bureau | 3 | | 3750 | $81.22 | 80% | Morton | P-85804 | 300 | B-48267 | 436 |
| State, IDOT - LAKE ZURICH (TS# 115A ) | 700 SOUTH ELA ROAD | LAKE ZURICH | IL | 60047 | 201 West Center Court | Lake | 1 | | 2200 | $71.06 | 80% | Morton | P-85804 | 162 | B-48267 | 204 |
| State, IDOT - LANGLEY (TS# 345B ) | 8761 1665 N. AVENUE | SHEFFIELD | IL | 61361 | 700 E. Norris Dr. | Bureau | 3 | | 1200 | $85.48 | 80% | Morton | P-85804 | 301 | B-48267 | 437 |
| State, IDOT - LASALLE (TS# 344) | 2991 East 350th Road | LaSalle | IL | 61301 | 700 E. Norris Dr. | LaSalle | 3 | | 4000 | $83.70 | 80% | Morton | P-85804 | 346 | B-48267 | 527 |
| State, IDOT - LYNDON (TS# 244B ) | 15023 MOLINE ROAD | LYNDON | IL | 61261 | 819 Depot Ave. | Whiteside | 2 | | 25 | $94.98 | 80% | Morton | P-85804 | 288 | B-48267 | 415 |
| State, IDOT - MACOMB (TS #412) | 2850 E. JACKSON STREET | Macomb | IL | 61455 | 401 Main Street | McDonough | 4 | | 2575 | $88.15 | 80% | Morton | P-85804 | 375 | B-48267 | 564 |
| State, IDOT - MONEE (TS# 136A ) | 24305 S. GOVERNORS HWY. | MONEE | IL | 60449 | 201 West Center Court | Will | 1 | | 2000 | $65.19 | 80% | Morton | P-85804 | 212 | B-48267 | 280 |
| State, IDOT - MONTICELLO (TS# 513) | 676 E. Old Route 47 | Monticello | IL | 61856 | 13473 IL Hwy 133, PO Box 610 | Piatt | 5 | | 1400 | $92.09 | 80% | Morton | P-85804 | 414 | B-48267 | 661 |
| State, IDOT - NASHVILLE (TS# 824) | 9571 IDOT Shed Road | Nashville | IL | 62263 | 1102 Eastport Plaza Drive | Washington | 8 | | 1500 | $83.46 | 80% | Morton | P-85804 | 486 | B-48267 | 830 |
| State, IDOT - NEW LENOX (RES DM) (TS# 136B) | 1400 WEST MAPLE STREET | NEW LENOX | IL | 60451 | 201 West Center Court | Will | 1 | | 1000 | $65.36 | 80% | Morton | P-85804 | 213 | B-48267 | 281 |
| State, IDOT - NEW LENOX (TS# 136) | 1400 WEST MAPLE STREET | NEW LENOX | IL | 60451 | 201 West Center Court | Will | 1 | | 5000 | $65.36 | 80% | Morton | P-85804 | 214 | B-48267 | 282 |
| State, IDOT - NEWTON (TS# 722N) | 1700 WEST JORDAN | Newton | IL | 62448 | 400 West Wabash | Jasper | 7 | 50 | 500 | $100.13 | 80% | Morton | P-85804 | 462 | B-48267 | 765 |
| State, IDOT - NORTHBROOK (TS# 012) | 1916 TECHNY ROAD | NorthBrook | IL | 60062 | 201 West Center Court | Cook | 1 | | 5000 | $66.59 | 80% | Morton | P-85804 | 89 | B-48267 | 104 |
| State, IDOT - NORTHSIDE (TS# 021) | 4051 N HARLEM AVENUE | Chicago | IL | 60634 | 201 West Center Court | Cook | 1 | | 4600 | $64.41 | 80% | Morton | P-85804 | 90 | B-48267 | 105 |
| State, IDOT - OAK BROOK (TS# 128) | 17 W 125 BUTTERFIELD ROAD | Villa Park | IL | 60181 | 201 West Center Court | DuPage | 1 | | 5000 | $65.36 | 80% | Morton | P-85804 | 122 | B-48267 | 141 |
| State, IDOT - OLNEY (TS# 723O) | 3964 NORTH GENTRY ROAD | Olney | IL | 62450 | 400 West Wabash | Richland | 7 | | 500 | $99.77 | 80% | Morton | P-85804 | 464 | B-48267 | 778 |
| State, IDOT - OREGON (TS# 231) | 511 Hill Street | Oregon | IL | 61061 | 819 Depot Ave. | Ogle | 2 | | 3400 | $97.61 | 80% | Morton | P-85804 | 269 | B-48267 | 370 |
| State, IDOT - OTTAWA (TS# 343) | 700 E. NORRIS DRIVE | OTTAWA | IL | 61350 | 700 E. Norris Dr. | LaSalle | 3 | | 4200 | $81.68 | 80% | Morton | P-85804 | 347 | B-48267 | 528 |

| | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| State, IDOT - PETERSBURG (TS# 621P) | 18268 STATE ROUTE 97 | Petersburg | IL | 62675 | 126 East Ash Street | Menard | 6 | | 300 | $85.98 | 80% | Morton | P-85804 | 433 | B-48267 | 705 |
| State, IDOT - PIERRON (TS# 833P ) | 13701 SCHUSTER ROAD | PIERRON | IL | 62273 | 1102 Eastport Plaza Drive | Madison | 8 | | 750 | $81.36 | 80% | Morton | P-85804 | 477 | B-48267 | 806 |
| State, IDOT - PONTIAC (TS# 334) | 12970 E. 1700 N. ROAD | PONTIAC | IL | 61764 | 700 E. Norris Dr. | Livingston | 3 | | 600 | $86.56 | 80% | Morton | P-85804 | 353 | B-48267 | 535 |
| State, IDOT - PONTIAC SUPERDOME (TS# 334S) | 12970 E. 1700 N. ROAD | PONTIAC | IL | 61764 | 700 E. Norris Dr. | Livingston | 3 | | 500 | $86.56 | 80% | Morton | P-85804 | 354 | B-48267 | 536 |
| State, IDOT - PRINCETON (TS# 345) | 17999 1500 N. AVENUE | PRINCETON | IL | 61356 | 700 E. Norris Dr. | Bureau | 3 | | 3000 | $83.71 | 80% | Morton | P-85804 | 302 | B-48267 | 438 |
| State, IDOT - READING (TS# 334C ) | 3639 E. 3000 N. ROAD | ANCONA | IL | 61311 | 700 E. Norris Dr. | Livingston | 3 | | 100 | $90.73 | 80% | Morton | P-85804 | 355 | B-48267 | 537 |
| State, IDOT - ROCK FALLS (TS# 244) | 1004 EAST ROUTE 30 | ROCK FALLS | IL | 61071 | 819 Depot Ave. | Whiteside | 2 | | 3000 | $92.84 | 80% | Morton | P-85804 | 289 | B-48267 | 418 |
| State, IDOT - SHELBYVILLE (TS# 715) | 1588 STATE HWY 16 | Shelbyville | IL | 62565 | 400 West Wabash | Shelby | 7 | 700 | 1300 | $103.48 | 80% | Morton | P-85804 | 466 | B-48267 | 781 |
| State, IDOT - SPARLAND (TS# 431A ) | CAMP GROVE ROAD | SPARLAND | IL | 61491 | 401 Main Street | Marshall | 4 | | 200 | $86.56 | 80% | Morton | P-85804 | 370 | B-48267 | 559 |
| State, IDOT - STEELEVILLE (TS# 815) | 700 NORTH CHERRY | Steeleville | IL | 62288 | 1102 Eastport Plaza Drive | Randolph | 8 | | 1250 | $84.79 | 80% | Morton | P-85804 | 484 | B-48267 | 822 |
| State, IDOT - STEVENSON (TS# E26) | 8630 JOLIET ROAD | McCook | IL | 60525 | 201 West Center Court | Cook | 1 | | 4000 | $70.88 | 80% | Morton | P-85804 | 91 | B-48267 | 107 |
| State, IDOT - SYCAMORE (TS# 346) | 351 E. PAGE STREET | SYCAMORE | IL | 60178 | 700 E. Norris Dr. | DEKALB | 3 | | 500 | $72.35 | 80% | Morton | P-85804 | 309 | B-48267 | 466 |
| State, IDOT - TUNNEL STORAGE (TS# 811T ) | IL 15 LOCATED BEHIND 1301 S. 11TH STREET | BELLEVILLE | IL | 62226 | 1102 Eastport Plaza Drive | St. Clair | 8 | | 250 | $76.48 | 80% | Morton | P-85804 | 485 | B-48267 | 829 |
| State, IDOT - VIRGINIA (TS# 614V) | 20578 STATE ROUTE 125 | Virginia | IL | 62691 | 126 East Ash Street | Cass | 6 | | 400 | $95.38 | 80% | Morton | P-85804 | 417 | B-48267 | 680 |
| State, IDOT - WATERMAN (TS# 346B ) | 9741 EAST LINCOLN HWY. | WATERMAN | IL | 60556 | 700 E. Norris Dr. | DEKALB | 3 | | 600 | $82.74 | 80% | Morton | P-85804 | 310 | B-48267 | 467 |
| State, IDOT - WENONA (TS# 442) | 3095 COUNTY ROAD 800 N. | WENONA | IL | 61377 | 401 Main Street | Marshall | 4 | | 1750 | $83.04 | 80% | Morton | P-85804 | 371 | B-48267 | 560 |
| State, Tollway-Bruce Road | I-355 @ Bruce Road, Milepost 3.0 Northbound | Lockport | IL | Tollway | P.O. Box 3094 or financialinvoices@getipass.com | Will | 1 | | 3000 | $66.13 | 80% | Morton | P-85804 | 215 | B-48267 | 283 |
| State, Tollway-M-01 | I-294 @ Cicero Ave. Milepost 12.0 Northbound | Alsip | IL | Tollway | P.O. Box 3094 or financialinvoices@getipass.com | Cook | 1 | | 5500 | $61.23 | 80% | Morton | P-85804 | 92 | B-48267 | 108 |
| State, Tollway-M-02 | I-294 N. of Cermak Road, Milepost 29.6 Northbound | Hillside | IL | Tollway | P.O. Box 3094 or financialinvoices@getipass.com | Cook | 1 | | 5000 | $64.40 | 80% | Morton | P-85804 | 93 | B-48267 | 109 |
| State, Tollway-M-03 | I-294 N. of Touhy Ave, Milepost 41.4 Northbound | Park Ridge | IL | Tollway | P.O. Box 3094 or financialinvoices@getipass.com | Cook | 1 | | 4800 | $69.83 | 80% | Morton | P-85804 | 94 | B-48267 | 110 |
| State, Tollway-M-08 (Aurora) | I-88 @ Route 25, Milepost 117.8 Eastbound | Aurora | IL | Tollway | P.O. Box 3094or financialinvoices@getipass.com | DuPage | 1 | | 5200 | $68.71 | 80% | Morton | P-85804 | 123 | B-48267 | 142 |
| State, Tollway-M-12 | I-88 @ Route 26, Milepost 54.5 Westbound | Dixon | IL | Tollway | P.O. Box 3094 or financialinvoices@getipass.com | Lee | 2 | | 3400 | $87.04 | 80% | Morton | P-85804 | 265 | B-48267 | 357 |
| State, Tollway-M-14 | I-355 @ I-88, Milepost 21.9 Northbound | Downers Grove | IL | Tollway | P.O. Box 3094 or financialinvoices@getipass.com | DuPage | 1 | | 4300 | $65.58 | 80% | Morton | P-85804 | 124 | B-48267 | 143 |
| State, Tollway-M-16 | I-390 @ Route 83, Milepost 16.4 Westbound | Bensenville | IL | Tollway | P.O. Box 3094 or financialinvoices@getipass.com | Cook | 1 | | 2000 | $66.07 | 80% | Morton | P-85804 | 95 | B-48267 | 112 |
| State, Tollway-Rt.47 | I-88 @ Route 47, Milepost 109.6 Westbound | Elburn | IL | Tollway | P.O. Box 3094 or financialinvoices@getipass.com | Kane | 1 | | 1100 | $79.01 | 80% | Morton | P-85804 | 146 | B-48267 | 178 |
| State, Tollway-Spur | I-294 N. of Lake -Cook Rd. Milepost 53.0 Northbound | Northbrook | IL | Tollway | P.O. Box 3094 or financialinvoices@getipass.com | Lake | 1 | | 1500 | $65.93 | 80% | Morton | P-85804 | 163 | B-48267 | 206 |
| Staunton, City of | 914 N. Easton Street | Staunton | IL | 62088 | 101 E Pearl St. | Macoupin | 6 | | 75 | $79.30 | 100% | Morton | P-85804 | 428 | B-48267 | 697 |
| Stephenson County Hwy. Dept. | 295 W. Lamm Road | Freeport | IL | 61032 | 295 W. Lamm Road | Stephenson | 2 | | 1496 | $96.67 | 80% | Morton | P-85804 | 286 | B-48267 | 410 |
| Stickney Township Highway Dept. | 7661 S. Austin Avenue | Burbank | IL | 60459 | 7661 South Austin Avenue | Cook | 1 | | 396 | $62.07 | 80% | Morton | P-85804 | 96 | B-48267 | 113 |
| Stickney, Village of | 6419 W. 43rd Street | Stickney | IL | 60402 | 6533 W Pershing Road | Cook | 1 | | 450 | $63.72 | 80% | Morton | P-85804 | 97 | B-48267 | 114 |
| Streamwood, Village of | 565 S. Bartlett Road | Streamwood | IL | 60107 | 565 S. Bartlett Rd. | Cook | 1 | | 1980 | $70.01 | 80% | Morton | P-85804 | 98 | B-48267 | 115 |
| Streator, City of | 410 Iowa Ave. | Streator | IL | 61364 | 204 S. Bloomington St. | LaSalle | 3 | | 1200 | $80.31 | 80% | Morton | P-85804 | 348 | B-48267 | 529 |
| Sugar Grove, Village of | 601 Heartland Drive | Sugar Grove | IL | 60554 | 601 Heartland Drive | Kane | 1 | | 1012 | $70.63 | 80% | Morton | P-85804 | 147 | B-48267 | 179 |
| Summit, Village of | 7321 West 59-th Street | Summit | IL | 60501 | 7321 W. 59th Street | Cook | 1 | | 300 | $63.84 | 80% | Morton | P-85804 | 99 | B-48267 | 116 |
| Sycamore, City of | 475 N. Cross St. | Sycamore | IL | 60178 | 308 W. State St. | DeKalb | 3 | | 1300 | $83.97 | 80% | Morton | P-85804 | 311 | B-48267 | 469 |
| Taylorville, City of | 205 North Cherokee Street | Taylorville | IL | 62568 | 205 North Cherokee Street | Christian | 6 | | 700 | $100.66 | 80% | Morton | P-85804 | 420 | B-48267 | 684 |
| Thompson Township Road Dist. | 1998 N. Brandt Road | Elizabeth | IL | 61028 | 1998 N. Brandt Rd. | Jo Daviess | 2 | | 100 | $94.32 | 80% | Morton | P-85804 | 253 | B-48267 | 342 |
| Thornton, Village of | 121 North Wolcott St. | Thornton | IL | 60476 | 115 East Margaret St. | Cook | 1 | | 350 | $65.62 | 100% | Morton | P-85804 | 100 | B-48267 | 117 |
| Toluca, City of | 420 W. Railroad | Toluca | IL | 61369 | PO Box 516 | Marshall | 4 | | 66 | $95.29 | 80% | Morton | P-85804 | 372 | B-48267 | 561 |
| Tremont Township Road District | 209 Madison | Tremont | IL | 61568 | 211 South Sampson | Tazewell | 4 | | 50 | $82.96 | 100% | Morton | P-85804 | 392 | B-48267 | 604 |
| Tremont, Village of | 312 E. Washington | Tremont | IL | 61658 | 211 S. Sampson St. | Tazewell | 4 | | 66 | $82.96 | 80% | Morton | P-85804 | 393 | B-48267 | 605 |
| Triton College District #504 | 2000 Fifth Ave. | River Grove | IL | 60070 | 2000 5th Ave. | Cook | 1 | | 500 | $68.20 | 80% | Morton | P-85804 | 101 | B-48267 | 118 |
| Tuscola, City of | 1009 E Wilson st | Tuscola | IL | 61953 | 214 N Main St. | Douglas | 5 | | 88 | $92.10 | 80% | Morton | P-85804 | 408 | B-48267 | 642 |
| Union, Village of | 1 Water Tower Lane | Union | IL | 60180 | 17703 Ocock Road, PO Box 102 | McHenry | 1 | | 80 | $75.81 | 100% | Morton | P-85804 | 180 | B-48267 | 242 |
| University of Illinois at Springfield | 5255 Shepherd Road | Springfield | IL | 62703 | 1 University Plaza BSB9BB | Sangamon | 6 | | 66 | $86.94 | 100% | Morton | P-85804 | 445 | B-48267 | 729 |
| University of Illinois at Urbana-Champaign | 1501 S. Oak Street, Physical Plant Services Bldg. | Champaign | IL | 61820 | PO Box 820 | Champaign | 5 | | 506 | $94.71 | 80% | Morton | P-85804 | 405 | B-48267 | 634 |
| Valley View School Dist. 365U-2 | 100 N. Independence Blvd. | Romeoville | IL | 60446 | 801 W. Normantown Rd. | Will | 1 | | 50 | $70.72 | 80% | Morton | P-85804 | 216 | B-48267 | 286 |
| Valley View School Dist. 365U-3 | 365 Raider Way | Bollingbrook | IL | 60440 | 801 W. Normantown Rd. | Will | 1 | | 125 | $68.96 | 80% | Morton | P-85804 | 217 | B-48267 | 287 |
| Vandalia, City of | 910 W. Randolph St. | Vandalia | IL | 62471 | 431 W. Gallatin St. | Fayette | 7 | | 500 | $87.95 | 80% | Morton | P-85804 | 461 | B-48267 | 764 |
| Vermilion County Highway Dept. | 2732 Batestown Road | Oakwood | IL | 61858 | 2732 Batestown Road | Vermillion | 5 | | 1000 | $103.04 | 80% | Morton | P-85804 | 415 | B-48267 | 667 |
| Villa Park School Dist. #45 | 729 N. Ardmore Ave. | Villa Park | IL | 60181 | 255 W. Vermont St. | DuPage | 1 | | 66 | $72.63 | 100% | Morton | P-85804 | 125 | B-48267 | 144 |
| Villa Park, Village of | 729 North Ardmore Avenue | Villa Park | IL | 60181 | 20 S. Ardmore Ave. | DuPage | 1 | | 500 | $64.70 | 80% | Morton | P-85804 | 126 | B-48267 | 145 |
| Virden, City of | 253 N. Dye St. | Virden | IL | 62690 | 101 W. JACKSON ST. | Macoupin | 6 | | 44 | $90.78 | 80% | Morton | P-85804 | 429 | B-48267 | 698 |
| Waddams Township | 9500 N. Hulbert Road | McConnell | IL | 61050 | 9500 N Hulbert Rd. | Stephenson | 2 | | 88 | $97.57 | 80% | Morton | P-85804 | 287 | B-48267 | 411 |
| Warren County Hwy. Dept. | 833 S. 8th St. | Monmouth | IL | 61462 | 833 South 8th Street | Warren | 4 | | 308 | $90.30 | 100% | Morton | P-85804 | 395 | B-48267 | 610 |
| Warsaw, City of | 218 Main St. | Warsaw | IL | 62379 | P.O Box 12 | Hancock | 6 | | 100 | $103.85 | 80% | Morton | P-85804 | 422 | B-48267 | 688 |
| Washington County Hwy. Dept. | 17990 Richview Road | Nashville | IL | 62263 | 1243 W. Adams St. | Washington | 8 | | 462 | $85.92 | 80% | Morton | P-85804 | 487 | B-48267 | 831 |
| Washington Township Hwy. Dept. | 30200 Town Center Road | Beecher | IL | 60401 | 30200 Town Center Road | Will | 1 | | 400 | $68.40 | 80% | Morton | P-85804 | 218 | B-48267 | 288 |
| Wataga, Village of | 135 N. Depot Rd | Wataga | IL | 61488 | 139 N. Main | Knox | 4 | | 44 | $98.17 | 100% | Morton | P-85804 | 368 | B-48267 | 556 |
| Waterloo, City of | 417 West 4th Street | Waterloo | IL | 62298 | 100 West 4th Street | Monroe | 8 | | 770 | $77.01 | 80% | Morton | P-85804 | 481 | B-48267 | 817 |
| Wauconda, Village of | 302 Slocum Lake Road | Wauconda | IL | 60084 | 101 N. Main St. | Lake | 1 | | 300 | $72.31 | 100% | Morton | P-85804 | 164 | B-48267 | 209 |
| Wauponsee Township | 20 East Southmor Rd. | Morris | IL | 60450 | 35 E. Southmor Rd. | Grundy | 3 | | 200 | $79.04 | 80% | Morton | P-85804 | 318 | B-48267 | 486 |
| Wayne Township Road Dist. | 4N230 Klein Road | West Chicago | IL | 60185 | 4N230 Klein Rd. | DuPage | 1 | | 300 | $68.52 | 80% | Morton | P-85804 | 127 | B-48267 | 146 |
| West Aurora School Dist. #129 | 750 New Haven Ave. | Aurora | IL | 60506 | 749 Morton Ave. | Kane | 1 | | 200 | $70.62 | 80% | Morton | P-85804 | 148 | B-48267 | 180 |
| West Dundee, Village of | 900 Ingle Tarn | West Dundee | IL | 60118 | 102 S. 2nd Street | Kane | 1 | | 600 | $74.15 | 80% | Morton | P-85804 | 149 | B-48267 | 181 |
| West Peoria, City of | 1322 N. HILLSIDE AVE | West Peoria | IL | 61604 | 2421 W. Rohmann Ave. | Peoria | 4 | | 180 | $80.97 | 80% | Morton | P-85804 | 382 | B-48267 | 582 |
| Westchester, Village of | 10300 W. Roosevelt Rd. | Westchester | IL | 60154 | 10300 W. Roosevelt Rd. | Cook | 1 | | 2000 | $65.25 | 80% | Morton | P-85804 | 102 | B-48267 | 119 |
| Western Illinois University | 1 University Circle | Macomb | IL | 61455 | 1 University Circle | McDonough | 4 | | 220 | $90.54 | 80% | Morton | P-85804 | 376 | B-48267 | 565 |
| Western Springs, Village of | 1440 Hillgrove Ave. | Western Springs | IL | 60558 | 740 Hillgrove Ave. | Cook | 1 | | 900 | $63.89 | 80% | Morton | P-85804 | 103 | B-48267 | 120 |
| Wheatland Township Road Dist. | 4232 Tower Court | Naperville | IL | 60564 | 4232 Tower Ct. | Will | 1 | | 500 | $68.65 | 80% | Morton | P-85804 | 219 | B-48267 | 289 |
| Wheaton Park District | 1000 Manchester Rd | Wheaton | IL | 60187 | 1000 Manchester Rd. | DuPage | 1 | | 50 | $75.22 | 100% | Morton | P-85804 | 128 | B-48267 | 148 |
| Wheeling, Village of | 77 W. Hintz Road | Wheeling | IL | 60090 | 77 W. Hintz Road | Cook | 1 | | 792 | $73.34 | 80% | Morton | P-85804 | 104 | B-48267 | 121 |
| Will County Division of Transportation #1 | 1240 Caton Farm Road | Lockport | IL | 60441 | 16841 W. Laraway Rd. | Will | 1 | | 2000 | $65.80 | 80% | Morton | P-85804 | 220 | B-48267 | 290 |
| Will County Division of Transportation #2 | 16841 W. Laraway Road | Joliet | IL | 60433 | 16841 W. Laraway Rd. | Will | 1 | | 2200 | $66.08 | 80% | Morton | P-85804 | 221 | B-48267 | 291 |
| Will County Division of Transportation #3 | 25930 S. Egyptian Trail | Monee | IL | 60449 | 16841 W. Laraway Rd. | Will | 1 | | 2000 | $64.64 | 80% | Morton | P-85804 | 222 | B-48267 | 292 |
| Will County Division of Transportation #4 | 2919 South Prairieview Drive | Willmington | IL | 60481 | 16841 W. Laraway Rd. | Will | 1 | | 1800 | $68.92 | 80% | Morton | P-85804 | 223 | B-48267 | 293 |
| Williamsfield, Village of | 117 West Gale Street | Williamsfield | IL | 61489 | 114 East Gale Street | Knox | 4 | | 25 | $82.14 | 100% | Morton | P-85804 | 369 | B-48267 | 557 |
| Williamsville, Village of | 227 South Elm | Williamsville | IL | 62693 | 141 West Main | Sangamon | 6 | | 80 | $87.72 | 80% | Morton | P-85804 | 446 | B-48267 | 730 |
| Wilmette, Village of | 711 Laramie Avenue | Wilmette | IL | 60091 | 1200 Wilmette Avenue | Cook | 1 | | 1125 | $68.32 | 80% | Morton | P-85804 | 105 | B-48267 | 122 |
| Wilmington, City of | 745 Widows Road | Wilmington | IL | 60481 | 1165 S. Water St. | Will | 1 | | 330 | $65.95 | 80% | Morton | P-85804 | 224 | B-48267 | 294 |
| Winfield, Village of | OS 040 Wynwood Road | Winfield | IL | 60190 | 27 W. 465 Jewell Road | DuPage | 1 | | 500 | $71.32 | 80% | Morton | P-85804 | 129 | B-48267 | 149 |
| Winnebago Township Hwy. Dept. | 600 W. Soper St. | Winnebago | IL | 61088 | 9027 Kelley Road | Winnebago | 2 | | 242 | $87.42 | 80% | Morton | P-85804 | 291 | B-48267 | 427 |
| Winnebago, Village of | 600 W. Soper St. | Winnebago | IL | 61088 | 108 W. Main St. | Winnebago | 2 | | 352 | $87.42 | 80% | Morton | P-85804 | 292 | B-48267 | 428 |
| Winnetka, Village of | 1390 Willow Road | Winnetka | IL | 60093 | 510 Green Bay Road | Cook | 1 | | 100 | $82.69 | 80% | Morton | P-85804 | 106 | B-48267 | 123 |
| Woodside Township | 490 North Street | Springfield | IL | 62704 | 490 North Street | Sangamon | 6 | | 198 | $94.66 | 80% | Morton | P-85804 | 447 | B-48267 | 731 |
| Worth, Village of | 10934 S. Neenah | Worth | IL | 60482 | 7112 W. 111th St. | Cook | 1 | | 500 | $62.49 | 100% | Morton | P-85804 | 107 | B-48267 | 124 |
| Wyoming Township | 426 Clark Street | Paw Paw | IL | 61353 | PO Box 385 | Lee | 2 | | 44 | $90.10 | 80% | Morton | P-85804 | 266 | B-48267 | 358 |
| Zion, City of | 3220 W. 27th Street | Zion | IL | 60099 | 2828 Sheridan Road | Lake | 1 | | 800 | $68.18 | 80% | Morton | P-85804 | 165 | B-48267 | 213 |
| | | | | | | | | 2150 | 433065 | $78.81 | | | | | | | |

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Resolution | Sean Flynn | Recreation | October 28, 2025 |

## DESCRIPTION:

Resolution Establishing Guidelines and Procedures for the 2025 - 2026 Senior / Disabled Snow Removal Program

## *SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*

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

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

## COMMITTEE ACTION:

5-0; Unanimous

## DATE:

October 21, 2025

## BACKGROUND:

The Village President and Board of Trustees have determined that a significant public interest is served by establishing a program to provide snow removal services to residents that are elderly or disabled and have no one else within their household to perform such task.

It is the desire of Village President DeSimone and the Board of Trustees to implement the program and formalize general guidelines and establish certain procedures for the fair and effective implementation of the program.

2025 - 2026 Winter season will be the **9th season** that we are offering this program.

## KEY ISSUES:

The application process and Program guidelines have been established and are attached to the proposed Resolution as **Exhibit A.** The Program guidelines remain unchanged from last year.

The Program has different contractors that will be assigned to residents based on their location.

## ALTERNATIVES:

Discretion of the Committee.

## RECOMMENDATION:

Staff recommends approval of the Resolution Establishing Guidelines and Procedures for the 2025 - 2026 Senior / Disabled Snow Removal Program.

## BUDGET IMPACT:

The Senior / Disabled Snow Removal Program will be subsidized by the Village. It offers the resident three (3) different options:

- Homes with no sidewalk - $15 per plow
- Homes with sidewalk - $20 per plow
- Corner lots with sidewalk - $25 per plow

The budget will be impacted by the number of the accounts that sign up for the Program and the number of events during the winter season.

## ACTION REQUIRED:

Approval of a Resolution Establishing Guidelines and Procedures for the 2024 - 2025 Senior / Disabled Snow Removal Program.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Resolution | 10/15/2025 | Resolution Letter |

**RESOLUTION NO.**

**ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2024-2025 SENIOR / DISABLED SNOW REMOVAL PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

SECTION SEVEN: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 28, 2025.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

# EXHIBIT A

## VILLAGE OF BENSENVILLE
## 2025-2026 SENIOR / DISABLED SNOW REMOVAL PROGRAM GUIDELINES

**QUALIFICATONS:**

1. Resident(s) must be 60 years or older or disabled, handicapped and/or have a severe health problem and there is no one else in the household that can shovel the snow.

2. Each household resident must provide documentation of ownership and senior status (via copy of latest property tax bill) and/or demonstrate disability status (via Secretary of State License Disability Placard or registration of disability with the Illinois Department of Aging).

3. Each household, regardless of age, disability, handicap or medical condition of any individual resident in the same household must demonstrate a combined income of $65,000.00 or less to participate in the Program. Qualifying households may be asked to provide proof of income documentation, as determined acceptable by the Village.

**GUIDELINES AND TERMS:**

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

1. The Village will review the application and accompanying documentation and determine if the applicant qualifies for the program. If the applicant qualifies for the Program, the application will be forwarded to the Operations Division of the Public Works Department. The Operations Division may complete a pre-inspection of your property.

2. The following services are being done by an independent contractor hired by the Village. Snow plowing of driveways and shoveling of sidewalks will occur after **two (2) inches or more** of snow has fallen. The Village shall, in its sole discretion, determine when 2 inches or more has fallen. Snow removal will not begin until a snow event is completed, unless snowfall is excessive. The Director of Public Works, or his designee, will determine when the contractor is to be called to begin the plowing of driveways. The resident shall pay the following for the services requested:

    1. Public Sidewalk / Corner Lot Option: includes driveway, sidewalk, pathway to driveway / sidewalk snow removal $25.00

2. Public Sidewalk / Standard Lot Option: includes driveway, sidewalk, pathway to driveway / sidewalk snow removal $20.00
3. No Sidewalk / Standard Lot Option: includes driveway and pathway to driveway snow removal - $15.00

**The above amounts may be changed without further notice. The snow removal program does not include the spreading of salt or other snow/ice melting chemical.**

3. Should a snowfall exceed six inches (6") of accumulation, the customer will be charged for two (2) plows for that event. The Village reserves the right to call in the contractor as many times as necessary to assure a safe final product.

4. A monthly bill will be sent to you from the Village.

5. The resident(s) may withdraw from the Program by providing the Village with a written notice. Such notice shall include a specific withdrawal date, which shall not be less than seven (7) days from the date the notice is received by the Village. The resident(s) shall pay the Village any services rendered prior to withdrawal date. The Village may eliminate the Program at any time without notice.

6. The Village may terminate, suspend or close the enrollment period for the Program at anytime.

7. The Village may limit the number of participants in the Program. In such case, space in the Program will be filled on a first come, first serve basis.

8. As part of the Program, the Village, at anytime may require the resident(s) to complete and sign additional forms.

9. If there are any issues with service for a particular event, the Village requires the resident(s) to call the Village promptly after each snow removal. This will alleviate any discrepancies between resident and contractor for billing purposes. (see enclosed paper)

10. Being a participant of the snow removal program we request that **no one but the contractor is to remove snow.** This will alleviate any confusion for billing purposes. Failure to comply may be cause for charges to the account and removal from the Program.

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Resolution | Sean Flynn | Recreation | October 28, 2025 |

## DESCRIPTION:

Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Grounds for the 2025 - 2026 Senior / Disabled Snow Removal Program

## *SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*

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

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

| COMMITTEE ACTION: | DATE: |
|---|---|
| 5-0; Unanimous | October 21, 2025 |

## BACKGROUND:

The Village of Bensenville is entering its ninth year of our Senior / Disabled Snow Removal Program for the upcoming 2025 - 2026 Winter Season. The program will utilize independent contractors to perform snow removal services for our senior and disabled residents who meet program criteria.

There are no changes to the program for 2025 - 2026 winter season.

## KEY ISSUES:

L.A.R. has been performing Senior / Disabled Snow Removal for the Village for the past eight years.

The contract includes the terms and expectations set forth by the Program.

## ALTERNATIVES:

Discretion of the Committee.

## RECOMMENDATION:

Staff recommends approval of the contract.

## BUDGET IMPACT:

The Senior / Disabled Snow Removal Program will be subsidized by the Village at a 50/50 rate. The impact on the budget will depend on the number of accounts and number of snow events for the season.

## ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Grounds for the 2025 - 2026 Senior / Disabled Snow Removal Program.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Resolution | 10/15/2025 | Resolution Letter |
| Contract | 10/15/2025 | Backup Material |

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH LAR LAWN & GROUNDS FOR THE 2025-2026 SENIOR / DISABLED SNOW REMOVAL PROGRAM**

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

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

WHEREAS the Village of Bensenville established a Senior / Disabled Snow Removal Program during the 2017-2018 Winter Season, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the snow removal services, and

WHEREAS LAR Lawn & Grounds has submitted a signed contract to provide the necessary services for the Village of Bensenville Senior / Disabled Snow Removal Program.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with LAR Lawn & Grounds to provide snow removal services as part of the 2025 – 2026 Senior / Disabled Snow Removal Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 28, 2025.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

**AN AGREEMENT TO CONTRACT FOR SNOW REMOVAL SERVICES**

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and L.A.R. Lawn & Grounds, (the *"Contractor*"), located at 221 N. Addison Road, Wood Dale, IL 60191. The Village and Contractor shall herein collectively be known as the "*Parties*."

**W I T N E S S E T H**

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

**PRELIMINARY STATEMENTS**

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

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

B. The Contractor is in the business of providing snow removal services; and

C. The Village requires snow removal services as part of its 2025-2026 Snow Removal Program for Senior and Disabled Residents of the Village (the "*Program*"); and

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

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

SECTION 1. SCOPE OF SERVICES

A. The Contractor shall provide and perform snow removal services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended at any time by the Village. The Village shall also notify the Contractor as to which of the following snow removal

option(s) has been selected by each participant in the Program, of which such option(s) may be changed or altered at any time by the Village:

(1) Public Sidewalk / Corner Lot - house with sidewalk (includes driveway [remove snow (plow) from street to garage], front sidewalk [remove snow from public sidewalk in front of home], side sidewalk [remove snow from public sidewalk on the side of residence], and front path [remove snow from public sidewalk to house, including stairs and porch]

(2) Public Sidewalk / Standard Lot - house with sidewalk (includes driveway [remove snow (plow) from street to garage], front sidewalk [remove snow from public sidewalk in front of home], and front path [remove snow from public sidewalk to house, including stairs and porch]

(3) No Public Sidewalk / Standard Lot - house without sidewalk (includes driveway [remove snow (plow) from street to garage] and front path [remove snow from public sidewalk to house, including stairs and porch]

B. The Services shall be provided upon the accumulation of two (2) or more inches of snow in the Village. The Services shall be provided upon direction of the Village. Our goal is services will be provided within twelve (12) hours after the snow accumulation has stopped.

C. The Contractor shall not apply rock salt or other chemical deicers to any property to which the Services are provided. The Contractor will not plow any driveway containing any vehicle and will not be required to return to a property at such time as the vehicle is removed.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Services the amount of:

(1) Public Sidewalk / Corner Lot - $50.00 per plow

(2) Public Sidewalk / Standard Lot - $40.00 per plow

(3) No Public Sidewalk / Standard Lot - $30.00 per plow

The Contractor shall submit a written, detailed invoice to the Village stating all Service Option provided after each qualifying snowfall, the name of the participant, the address at which the Service Option was provided, and the date such Service Option was provided within thirty (30) days of performing the Service Option.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The

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

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

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

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

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and

employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq*., or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

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

SECTION 5. GOVERNING LAW

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

SECTION 6. RECORDS

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

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

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

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

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

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

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

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

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

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

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

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

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

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

*If to Contractor:* L.A.R. Lawn & Grounds
221 North Addison Road
Wood Dale, IL 60191
Attn: Luis Reyes

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30

ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

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

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

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

SECTION 8. EFFECTIVE DATE

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

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of April 2026.

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

**EXECUTED** this 30th day of September 2025.

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

By: _____
Village President

Attest:

_____
Village Clerk

**EXECUTED** this _____ day of _____ 2025.
Month

Contractor,

By: _____

Its: L.A.R Lawn & Grounds Luis Reyes (Owner)

By: _____

Its: _____

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Resolution | Sean Flynn | Recreation | October 28, 2025 |

## DESCRIPTION:

Resolution Authorizing the Execution of a Contract with Verde Breeze for the 2025 - 2026 Senior / Disabled Snow Removal Program

## *SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*

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

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

## COMMITTEE ACTION:

5-0; Unanimous

## DATE:

October 21, 2025

## BACKGROUND:

The Village of Bensenville is entering its ninth year of our Senior / Disabled Snow Removal Program for the upcoming 2025 - 2026 Winter Season. The program will utilize independent contractors to perform snow removal services for our senior and disabled residents who meet program criteria.

There are no changes to the program for 2025 - 2026 winter season.

## KEY ISSUES:

Verde Breeze is a new vendor to the Village's Snow Removal Program.

The contract includes the terms and expectations set forth by the Program.

## ALTERNATIVES:

Discretion of the Committee.

## RECOMMENDATION:

Staff recommends approval of the contract.

## BUDGET IMPACT:

The Senior / Disabled Snow Removal Program will be subsidized by the Village at a 50/50 rate. The impact on the budget will depend on the number of accounts and number of snow events for the season.

## ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with Verde Breeze for the 2025 - 2026 Senior / Disabled Snow Removal Program.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Resolution | 10/15/2025 | Resolution Letter |
| Contract | 10/15/2025 | Backup Material |

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH VERDE BREEZE FOR THE 2025-2026 SENIOR / DISABLED SNOW REMOVAL PROGRAM**

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

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

WHEREAS the Village of Bensenville established a Senior / Disabled Snow Removal Program during the 2017-2018 Winter Season, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the snow removal services, and

WHEREAS Verde Breeze has submitted a signed contract to provide the necessary services for the Village of Bensenville Senior / Disabled Snow Removal Program.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with Verde Breeze to provide snow removal services as part of the 2025 – 2026 Senior / Disabled Snow Removal Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 28, 2025.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

## AN AGREEMENT TO CONTRACT FOR SNOW REMOVAL SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and Verde Breeze, located at 643 North York Road, #1079, Elmhurst, IL 60126 (the *"Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

## W I T N E S S E T H

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

## PRELIMINARY STATEMENTS

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

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

B. The Contractor is in the business of providing snow removal services; and

C. The Village requires snow removal services as part of its 2025-2026 Snow Removal Program for Senior and Disabled Residents of the Village (the "*Program*"); and

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

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

SECTION 1. SCOPE OF SERVICES

A. The Contractor shall provide and perform snow removal services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended at any time by the Village. The Village shall also notify the Contractor as to which of the following snow removal

option(s) has been selected by each participant in the Program, of which such option(s) may be changed or altered at any time by the Village:

(1) Public Sidewalk / Corner Lot - house with sidewalk (includes driveway [remove snow (plow) from street to garage], front sidewalk [remove snow from public sidewalk in front of home], side sidewalk [remove snow from public sidewalk on the side of residence], and front path [remove snow from public sidewalk to house, including stairs and porch]

(2) Public Sidewalk / Standard Lot - house with sidewalk (includes driveway [remove snow (plow) from street to garage], front sidewalk [remove snow from public sidewalk in front of home], and front path [remove snow from public sidewalk to house, including stairs and porch]

(3) No Public Sidewalk / Standard Lot - house without sidewalk (includes driveway [remove snow (plow) from street to garage] and front path [remove snow from public sidewalk to house, including stairs and porch]

B. The Services shall be provided upon the accumulation of two (2) or more inches of snow in the Village. The Services shall be provided upon direction of the Village. Our goal is services will be provided within twelve (12) hours after the snow accumulation has stopped.

C. The Contractor shall not apply rock salt or other chemical deicers to any property to which the Services are provided. The Contractor will not plow any driveway containing any vehicle and will not be required to return to a property at such time as the vehicle is removed.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Services the amount of:

(1) Public Sidewalk / Corner Lot - $50.00 per plow

(2) Public Sidewalk / Standard Lot - $40.00 per plow

(3) No Public Sidewalk / Standard Lot - $30.00 per plow

The Contractor shall submit a written, detailed invoice to the Village stating all Service Option provided after each qualifying snowfall, the name of the participant, the address at which the Service Option was provided, and the date such Service Option was provided within thirty (30) days of performing the Service Option.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The

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

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

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

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

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and

employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq*., or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

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

SECTION 5. GOVERNING LAW

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

SECTION 6. RECORDS

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

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

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

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

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

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

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

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

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

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

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

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

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

*If to Village*: Village of Bensenville
Department of Recreation
12 South Center Street
Bensenville, Illinois 60106
Attn: Heritage Center

*If to Contractor:* Verde Breeze
643 N. York Road, #1079
Elmhurst, IL 60126
Attn: Armando Herrera

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance

with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

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

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

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

SECTION 8. EFFECTIVE DATE

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

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of April 2026.

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

**EXECUTED** this 30th day of September 2025.

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

By: _____
Village President

Attest:

_____
Village Clerk

**EXECUTED** this __30th_____ day of ___September_____ 2025.
Month

Contractor, Verde Breeze Landscaping LLC,

By: _____Armando Herrera_____

Its: _____Owner_____

By: _____

Its: _____

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Resolution | Sean Flynn | Recreation | October 28, 2025 |

## DESCRIPTION:

Resolution Authorizing the Execution of a Contract with Welfin Zacarias for the 2025 - 2026 Senior / Disabled Snow Removal Program

## *SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*

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

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

## COMMITTEE ACTION:

5-0; Unanimous

## DATE:

October 21, 2025

## BACKGROUND:

The Village of Bensenville is entering its ninth year of our Senior / Disabled Snow Removal Program for the upcoming 2025 - 2026 Winter Season. The program will utilize independent contractors to perform snow removal services for our senior and disabled residents who meet program criteria.

There are no changes to the program for 2025 - 2026 winter season.

## KEY ISSUES:

Welfin Zacarias Landscaping Services will be in their second year performing Senior / Disabled Snow Removal for the Village.

The contract includes the terms and expectations set forth by the program.

## ALTERNATIVES:

Discretion of the Committee.

## RECOMMENDATION:

Staff recommends approval of the contract.

## BUDGET IMPACT:

The Senior / Disabled Snow Removal Program will be subsidized by the Village at a 50/50 rate. The impact on the budget will depend on the number of accounts and number of snow events for the season.

## ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with Welfin Zacarias Landscaping Services for the 2025 - 2026 Senior / Disabled Snow Removal Program.

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Resolution | 10/15/2025 | Resolution Letter |
| Contract | 10/15/2025 | Backup Material |

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH WELFIN ZACARIAS LANDSCAPING FOR THE 2025-2026 SENIOR / DISABLED SNOW REMOVAL PROGRAM**

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

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

WHEREAS the Village of Bensenville established a Senior / Disabled Snow Removal Program during the 2017-2018 Winter Season, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the snow removal services, and

WHEREAS Welfin Zacarias Landscaping has submitted a signed contract to provide the necessary services for the Village of Bensenville Senior / Disabled Snow Removal Program.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with Welfin Zacarias Landscaping to provide snow removal services as part of the 2025 – 2026 Senior / Disabled Snow Removal Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 28, 2025.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

## AN AGREEMENT TO CONTRACT FOR SNOW REMOVAL SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and Welfin Zacarias Landscaping Services located at 498 N Ellsworth Ave Villa Park, IL 60181 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

## W I T N E S S E T H

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

## PRELIMINARY STATEMENTS

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

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

B. The Contractor is in the business of providing snow removal services; and

C. The Village requires snow removal services as part of its 2025-2026 Snow Removal Program for Senior and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter a contract whereby the Contractor will provide nonexclusive snow removal services for the Program.

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

SECTION 1. SCOPE OF SERVICES

A. The Contractor shall provide and perform snow removal services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended at any time by the Village. The Village shall also notify the Contractor as to which of the following snow removal

option(s) has been selected by each participant in the Program, of which such option(s) may be changed or altered at any time by the Village:

(1) Public Sidewalk / Corner Lot - house with sidewalk (includes driveway [remove snow (plow) from street to garage], front sidewalk [remove snow from public sidewalk in front of home], side sidewalk [remove snow from public sidewalk on the side of residence], and front path [remove snow from public sidewalk to house, including stairs and porch]

(2) Public Sidewalk / Standard Lot - house with sidewalk (includes driveway [remove snow (plow) from street to garage], front sidewalk [remove snow from public sidewalk in front of home], and front path [remove snow from public sidewalk to house, including stairs and porch]

(3) No Public Sidewalk / Standard Lot - house without sidewalk (includes driveway [remove snow (plow) from street to garage] and front path [remove snow from public sidewalk to house, including stairs and porch]

B. The Services shall be provided upon the accumulation of two (2) or more inches of snow in the Village. The Services shall be provided upon direction of the Village. Our goal is services will be provided within twelve (12) hours after the snow accumulation has stopped.

C. The Contractor shall not apply rock salt or other chemical de-icers to any property to which the Services are provided. The Contractor will not plow any driveway containing any vehicle and will not be required to return to a property at such time as the vehicle is removed.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Services the amount of:

(1) Public Sidewalk / Corner Lot - $50.00 per plow

(2) Public Sidewalk / Standard Lot - $40.00 per plow

(3) No Public Sidewalk / Standard Lot - $30.00 per plow

The Contractor shall submit a written, detailed invoice to the Village stating all Service Option provided after each qualifying snowfall, the name of the participant, the address at which the Service Option was provided, and the date such Service Option was provided within thirty (30) days of performing the Service Option.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The

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

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

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

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

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and

employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

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

SECTION 5. GOVERNING LAW

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

SECTION 6. RECORDS

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

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

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

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

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

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

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

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

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

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

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

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

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

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

*If to Contractor:* Welfin Zacarias Landscaping Services
498 N Ellsworth Ave
Villa Park, IL 60181
Attn: Welfin Zacarias

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance

with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

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

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

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

SECTION 8. EFFECTIVE DATE

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

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of April 2026.

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

**EXECUTED** this 30th day of September 2025.

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

By: _____
Village President

Attest:

_____
Village Clerk

**EXECUTED** this 24 day of September 2025.
Month

Contractor,

By: welfin Zacarias

Its: welfin LANDSCAPING Services

By: welfin Zacarias

Its: welfin LANDSCAPING Servic

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Resolution | Sean Flynn | Recreation | October 28, 2025 |

## DESCRIPTION:

Resolution Approving an Intergovernmental Agreement between the Village of Bensenville and the County of DuPage, Illinois for Park Improvements

## *SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:*

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

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

## COMMITTEE ACTION:

5-0; Unanimous

## DATE:

October 21, 2025

## BACKGROUND:

DuPage County offers a Member Initiative Program. This program allows each DuPage County Board District to award funds addressing the needs of our community. All awards must be for a specific program, capital project, or service benefitting DuPage residents from an eligible entity.

## KEY ISSUES:

The Redmond Park Pickleball capital project qualifies for this initiative. Staff applied for this grant during the construction selection process.

## ALTERNATIVES:

Discretion of the board.

## RECOMMENDATION:

Staff recommends approval.

## BUDGET IMPACT:

$5,000 from the Member Initiative Program will be used to help fund the Pickleball Project at Redmond Park.

## ACTION REQUIRED:

Approve the Resolution Approving an Intergovernmental Agreement between the Village of Bensenville and the County of DuPage, Illinois for Park Improvements

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Resolution | 10/15/2025 | Cover Memo |
| Agreement | 10/15/2025 | Cover Memo |

**RESOLUTION NO. _____**

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNITES, ILLINOIS AND THE COUNTY OF DUPAGE, ILLINOIS FOR PARK IMPROVEMENTS**

**WHEREAS**, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

**WHEREAS**, the Illinois General Assembly has granted the VILLAGE authority to operate, maintain and keep in repair necessary village facilities, and to enter into agreements for those purposes (hereinafter "PROJECT"); and

**WHEREAS**, the COUNTY has created the Member Initiative Program, which sets aside certain County funds for use by members within their districts; and

**WHEREAS**, the PROJECT will benefit local residents by promoting economic development and community engagement in the VILLAGE OF BENSENVILLE; and WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and VILLAGE have agreed to the terms and conditions set forth in this AGREEMENT; and

**WHEREAS**, the VILLAGE shall undertake the PROJECT and the COUNTY shall reimburse the VILLAGE for PROJECT expenses up to five thousand dollars ($5,000) in accordance with the terms and conditions of this AGREEMENT; and

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing the Execution of an Intergovernmental Agreement between the Village of Bensenville and the County of DuPage for park improvements.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated October 28, 2025.

APPROVED:

_____

Frank DeSimone, Village President

ATTEST:

_____

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND VILLAGE OF BENSENVILLE FOR PARK IMPROVEMENTS

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made this 28th day of October, 2025, by and between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and VILLAGE OF BENSENVILLE, a body politic and corporate, with offices at 12 S Center St., Bensenville, Illinois (hereinafter referred to as the "VILLAGE").

R E C I T A L S

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the VILLAGE authority to operate, maintain and keep in repair necessary village facilities, and to enter into agreements for those purposes (hereinafter "PROJECT"); and

WHEREAS, the COUNTY has created the Member Initiative Program, which sets aside certain County funds for use by members within their districts; and

WHEREAS, the PROJECT will benefit local residents by promoting economic development and community engagement in the VILLAGE OF BENSENVILLE; and

WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and VILLAGE have agreed to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, the VILLAGE shall undertake the PROJECT and the COUNTY shall reimburse the VILLAGE for PROJECT expenses up to five thousand dollars ($5,000) in accordance with the terms and conditions of this AGREEMENT; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

**1.0 INCORPORATION AND CONSTRUCTION.**

1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

1.3 The COUNTY and VILLAGE shall be referred to herein collectively as the "Parties," or individually as a "Party."

**2.0 PROJECT DESCRIPTION.**

2.1 The PROJECT involves the construction of a pickleball court to promote economic development in the VILLAGE of Bensenville. The Project is more fully described in the application attached as **Exhibit A** to this Agreement.

**3.0 FUNDING.**

3.1 The PROJECT'S gross total expenses are estimated to be in excess of two-hundred sixty-nine thousand dollars ($269,000).

3.2 It is the intention of the Parties that up to five thousand dollars ($5,000) in Project costs will be reimbursed by the COUNTY. The COUNTY, by this AGREEMENT, does not assume responsibility for directly paying any PROJECT costs and shall only be responsible for reimbursing portions of the VILLAGE'S PROJECT costs.

3.3 Allowable PROJECT expenses may include third-party professional services (architect/engineering fees, construction management, etc.), construction (labor and materials), bidding related costs, advertising, permit fees, and other related construction costs. Notwithstanding the foregoing, allowable expenses shall not include administrative costs, overhead, payroll or accounting services.

**4.0 VILLAGE'S RESPONSIBILITIES.**

4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.

4.2 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.

4.3 The VILLAGE shall be responsible for submitting copies of all plans, specifications, bid documents, permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of verifying the PROJECT's work components have been completed.

4.4 The VILLAGE shall submit one final invoice to the COUNTY upon the completion of the material portion of the project. Repaving, landscaping or other seasonal work shall not be considered a material portion of this PROJECT. The COUNTY shall remit payment to the VILLAGE within 30 days of submission of invoice.

4.5 The VILLAGE shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE.

4.6 The VILLAGE'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors and consultants maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and strictly enforce all applicable safety law, rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality or other unit of government in the construction of public improvements.

4.7 The VILLAGE shall provide the COUNTY unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for reimbursement.

**5.0 COUNTY'S RESPONSIBILITIES.**

5.1 The COUNTY reserves the right to review the PROJECT'S plans, specifications and bid documents prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto.

5.2 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any

work performed for the PROJECT. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT.

5.3 Upon receipt of the VILLAGE'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the VILLAGE for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to the VILLAGE shall not exceed five thousand dollars ($5,000.00). In the event PROJECT costs total less than five thousand dollars ($5,000.00), the VILLAGE's total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.

**6.0 GOVERNMENT REGULATIONS.**

6.1 The Parties shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT. Nothing in this agreement shall be found to act as an approval of any specific works which require separate county permitting approval, such as stormwater or building permits.

**7.0 INDEMNIFICATION.**

7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's negligent or willful acts to the fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.

7.2 The VILLAGE shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the VILLAGE and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers as additional insureds on said consultant's and contractor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

7.3 Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their consultants, contractors or agents. The First Party's indemnification of the Second Party shall survive the termination, or expiration, of this AGREEMENT.

**8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

8.1 The Parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both Parties, excluding term extensions as provided for in the following provision.

8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment to this AGREEMENT pursuant to Paragraph 8.1, above.

9.0 **TERM OF THIS AGREEMENT.**

9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT.

9.2 All funds must be expended prior to November 30, 2025. Failure to submit funding requests before November 30, 2025 shall render payment of the funds under this agreement subject to re-appropriation by the DuPage County Board.

10.0 **ENTIRE AGREEMENT.**

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between Parties.

10.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

**11.0 SEVERABILITY.**

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

**12.0 GOVERNING LAW.**

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

**13.0 NOTICES.**

13.1 Any required notice shall be sent to the following addresses and parties:

ON BEHALF OF THE VILLAGE:
Daniel Schulze, Village Manager
12 S Center Street
Bensenville, IL 60106

ON BEHALF OF THE COUNTY:
Evan Shields
421 N. County Farm Road
Wheaton, IL 60187

**14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

14.1 The Parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining Party from enforcing this AGREEMENT with respect to a different breach.

**15.0 NO THIRD-PARTY BENEFICIARY.**

15.1 This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

**16.0 NO WAIVER OF TORT IMMUNITY.**

16.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the Parties set their hands and seals as of the date first written above.

| | |
|---|---|
| COUNTY OF DUPAGE | VILLAGE OF BENSENVILLE |
| _____ | _____ |
| Deborah Conroy<br>Chair | Frank DeSimone<br>President |
| ATTEST: | ATTEST: |
| _____ | _____ |
| Jean Kaczmarek,<br>County Clerk | Nancy Quinn,<br>Village Clerk |

| TYPE: | SUBMITTED BY: | DEPARTMENT: | DATE: |
|---|---|---|---|
| Resolution | W. Magdziarz | CED | 10/28/25 |

**DESCRIPTION:**

Resolution of the Village of Bensenville, DuPage and Cook Counties, Illinois Approving a Purchase and Sale Agreement for 540 County Line Road

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

| | | | |
|---|---|---|---|
| X | Financially sound Village | | Enrich the lives of residents |
| | Quality customer-oriented services | X | Major business/corporate center |
| | Safe and beautiful Village | X | Vibrant major corridors |

**COMMITTEE ACTION:** N/A

**DATE:** N/A

**BACKGROUND:**

The Village Board previously designated the property at 540 County Line Road as surplus property and initiated the process to dispose of the property. The Village advertised the potential sale of the property and received two bids. County Line Trade Center, LLC was the high bidder, and we wish to proceed with the sale of the property to the bidder. The property in question was previously designated as surplus property by the Village Board. The Village advertised for proposals to purchase the property from all interested parties as required by statutes.

**KEY ISSUES:**

The selected bidder is committed to developing the property with a multi-tenant building thereby adding taxable value to the property. The Resolution does not complete the sale but is an agreement by the parties to purchase and sell the property and outlines the rights and responsibilities of the parties.

**ALTERNATIVES:**

At the discretion of the Village Board.

**RECOMMENDATION:**

Staff recommends adoption of "A Resolution of the Village of Bensenville, DuPage and Cook Counties, Illinois Approving a Purchase and Sale Agreement for 540 County Line Road"

**BUDGET IMPACT:**

There will be small expenditures required for the preparation of contract documents and a plat of survey which are budgeted expenses.

**ACTION REQUIRED:**

Approve "A Resolution of the Village of Bensenville, DuPage and Cook Counties, Illinois Approving a Purchase and Sale Agreement for 540 County Line Road"

**ATTACHMENTS:**

| Description | Upload Date | Type |
|---|---|---|
| Resolution for 540 County Line Road Purchase and Sale Agreement | 10/22/2025 | Cover Memo |

**RESOLUTION NUMBER _____**

**A RESOLUTION OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS APPROVING A PURCHASE AND SALE AGREEMENT FOR 540 COUNTY LINE ROAD**

---

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

**WHEREAS**, the Village is the owner of a parcel of vacant property in Bensenville, Illinois, commonly known as 540 County Line Road, identified by PIN 03-24-209-013-0000, that is approximately a 120 x 355 vacant lot that is 42,600 square feet in size (the " *Property*"), which is legally described on Exhibit A, a copy of which is attached hereto and made a part hereof; and

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

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

**WHEREAS**, 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code establishes procedures for the sale of municipal-owned surplus real property conducted by the staff of the Village after

ascertaining the value of the surplus real estate by written appraisal and making said appraisal available for public inspection; and

**WHEREAS**, the Village ascertained a written appraisal of real property on the Property, dated September 24, 2024, which was prepared by William Falkanger of A-Appraisals, 444 W. Northwest Highway, Barrington, Illinois 60010 (the "*Appraisal*"), which determined that the appraised value of the Property was $385,000.00; and

**WHEREAS**, the Corporate Authorities have determined it is in the best interests of the Village to sell the Property pursuant to 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code; and

**WHEREAS**, on March 25, 2025, the Corporate Authorities adopted Resolution Number R-36-2025 entitled "*A Resolution of the Village of Bensenville, DuPage and Cook Counties, Illinois Declaring the Village Owned Vacant Parcel of Real Property at 540 County Line Road as Surplus Property and Authorize Village Staff to Obtain Proposals for its Sale and Disposition and Direct the Village Clerk to Make Copies of the Appraisal Available to any Party*;" and

**WHEREAS**, On May 22, 2025, the Village published a "*Public Notice of Sale of Surplus Real Property at 540 County Line Road Owned by the Village of Bensenville*" with a copy of Resolution Number R-36-2025 in the Bensenville Independent Newspaper, a newspaper of general circulation in the Village, to advise any interested party that the Village was accepting proposals for the sale of the Property; and

**WHEREAS**, the Appraisal and Resolution Number R-36-2025 were also made available for inspection or copying in the office of the Village Clerk of the Village of Bensenville and on the Village's website to any interested party to allow for the review, analysis and submission of a proposal for the acquisition of the Property; and

**WHEREAS**, the Village received a proposal for the Property from County Line Trade Center LLC in the amount of $318,000.00; and

**WHEREAS**, On September 30, 2025, the Corporate Authorities adopted Resolution Number R-93-2025 entitled "*A Resolution of the Village of Bensenville, DuPage and Cook Counties, Illinois Accepting a Proposal for the Village Owned Vacant Parcel of Real Property at 540 County Line Road and Authorizing the Village Manager and Community & Economic Development Director to Negotiate an Agreement for Its Sale and Development;*" and

**WHEREAS**, a purchase and sale agreement by and between the Village of Bensenville and County Line Trade Center LLC was agreed to between the parties that provided for the sale and development of 540 County Line Road, Bensenville, Illinois; and

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

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

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

**Section 2**. The Purchase and Sale Agreement for 540 County Line Road by and between the Village of Bensenville and County Line Trade Center LLC (the *"Agreement"*) for the property commonly known as 540 County Line Road, Bensenville, Illinois, a copy of which is attached hereto and made a part hereof as Exhibit B, is hereby approved substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or

otherwise, as may be authorized by the Village Manager or Director of Community & Economic Development or the Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

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

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

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

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

(*Intentionally Left Blank*)

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this _____ day of _____ 2025.

APPROVED:

_____
Frank DeSimone, Village President

ATTEST:

_____
Nancy Quinn, Village Clerk

AYES:_____

NAYS:_____

ABSENT:_____

Exhibit A

Legal Description

LOT 3 IN BLOCK 4 IN BENSENVILLE FARMS BEING A SUBDIVISION IN SECTION 24, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 7, 1923 AS DOCUMENT 171311 IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 540 County Line Road, Bensenville, Illinois 60106

Permanent Index Number 03-24-209-013-0000

Exhibit B

Agreement