#### Village Board

Trustees Rosa Carmona Frank DeSimone Agnieszka "Annie" Jaworska David Majeski Martin O'Connell III Henry Wesseler Village Clerk Ilsa Rivera-Trujillo Village Manager Evan K. Summers



### Village of Bensenville, Illinois BOARD OF TRUSTEES MEETING AGENDA <u>6:30 PM February 28, 2017</u>

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES
  - 1. February 14, 2017 Village Board Meeting Minutes

#### VI. WARRANT

1. Warrant report 02/28/2017 17/04 \$765,817.43

#### VII. CONSENT AGENDA - CONSIDERATION OF AN "OMNIBUS VOTE"

- 1. Resolution Authorizing the Execution of a Contract with Twin Supplies, Ltd. for the Village Facility Lighting Replacement Project (DCEO Incentive) in the Not-to-Exceed Amount of \$35,000
- 2. Resolution Authorizing the Execution of a Contract with BA Lighting, LLC for the Village Roadway Streetlight Replacement Project (DCEO Incentive) in the Not-to-Exceed Amount of \$15,000
- 3. Resolution Authorizing the Execution of an Engineering Services Agreement with James J. Benes and Associates, Inc. (JJB) for 2017 CDBG Annual Residential Streetlight Project in the Not-to-Exceed Amount of \$27,906
- 4. Resolution Authorizing a Direct Purchase of Streetlights and Associated Accessories from Sternberg Lighting, Inc. to be Installed Along IL-19 as Part of IDOT Contact 60B42 Related to the York-Irving Intersection Improvements in the Not-to-Exceed Amount of \$228,721
- 5. Resolution Authorizing the Execution of a Purchase Order with Traditional Concrete, Inc. for the Purchase of Concrete Streetlight Poles in the Not-to-Exceed Amount of \$15,000
- 6. Resolution Authorizing a Phase I Design Engineering Services Agreement with Civiltech Engineering Inc. for the IL-83 CMAQ-TCM Project from Foster Ave. to Bryn Mawr Ave. in the Not-to-Exceed Amount of \$84,049

- 7. Resolution Authorizing Phase II Design Engineering Services Agreement with Civiltech Engineering Inc. for the Church Road TAP Project from Grove Ave to IL-19 in the Not-to-Exceed Amount of \$155,338.00
- 8. Resolution Authorizing the Execution of a Contract with Go Painters, Inc. for the 2017 Fire Hydrant Sandblasting and Painting Program in the Not-to-Exceed Amount of \$39,000
- 9. Resolution Authorizing a One Year Contract Extension to Clarke Environmental Mosquito Management, Inc. for Mosquito Abatement Services in the Not-to-Exceed Amount of \$35,000
- 10. Resolution Authorizing the Approval of Year Two of a Two Year Contract with Green T Services for Turf Chemical Services in the Not-to-Exceed Amount of \$15,732
- 11. Ordinance Approving a Variance for a Monument Sign for the Applicant South Water Signs, Located at 1230 Mark Street, Bensenville, IL
- 12. Ordinance Approving Fence Variances for Applicant, Lois Phelan at 457 S Church Road, Bensenville, IL
- 13. Approval of a Resolution Authorizing an Extension of the IGA with the Village of Addison for Police Dispatch Services from May 1, 2017 through April 30, 2020
- 14. Resolution Authorizing an Ice Arena License and Facility Use Agreement with the Chicago Blues Hockey Club
- 15. Resolution Approving an Ice Arena License and Facility Use Agreement with the Chicago Mission Hockey Club
- 16. Resolution Authorizing an Ice Arena License and Facility Use Agreement with the Chiefs Hockey Club
- 17. Resolution Establishing a Special Exemption Rate for Sled Hockey Players and Volunteer Sled Hockey Coaches at the Edge Ice Arenas
- 18. Resolution Authorizing the Execution of a Purchase Order to Vermont Systems, Inc. in the Not-to-Exceed Amount of \$19,294.35 for Annual Maintenance and Hosting Fees for Management Software.

#### VIII. REPORTS OF STANDING COMMITTEES

- A. Community and Economic Development Committee No Report
- B. Infrastructure and Environment Committee
  - 1. Resolution Authorizing the Execution of a Contract with Twin Supplies, Ltd. for the Ice Rinks and WWTP Administration Building Lighting Replacement Project (DCEO Incentive) in the Not-to-Exceed Amount of \$48,000
- C. Administration, Finance and Legislation Committee No Report
- D. Public Safety Committee No Report
- E. Recreation and Community Building Committee No Report
- F. Technology Committee No Report
- G. O'Hare Impact Committee No Report

#### IX. **<u>REPORTS OF VILLAGE OFFICERS:</u>**

A. PRESIDENTS REMARKS:

- B. VILLAGE MANAGER'S REPORT:
- C. VILLAGE ATTORNEY'S REPORT:
- X. UNFINISHED BUSINESS
- XI. NEW BUSINESS
- XII. EXECUTIVE SESSION
  - A. Review of Executive Session Minutes [5 ILCS 120/2 (C) (21)]
  - B. Personnel [5 ILCS 120/2 (C) (1)]
  - C. Collective Bargaining [5 ILCS 120/2 (C) (2)]
  - D. Property Acquisition [5 ILCS 120/2 (C) (5)]
  - E. Litigation [5 ILCS 120/2 (C) (11)]
- XIII. MATTERS REFERRED FROM EXECUTIVE SESSION
- XIV. ADJOURNMENT

TYPE: Minutes SUBMITTED BY: Corey Williamsen DEPARTMENT: Village Clerk's Office **DATE:** February 28, 2017

DESCRIPTION:

February 14, 2017 Village Board Meeting Minutes

#### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

DATE:	
Upland Data	

Description DRAFT\_170214\_VB

Upload Date 2/22/2017 <u>Type</u> Cover Memo

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

### MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING February 14, 2017

CALL TO ORDER:	1.	Temporary Chairperson DeSimone called the meeting to order at 6:30 p.m.
ROLL CALL:	2.	Upon roll call by Deputy Village Clerk, Corey Williamsen, the following Board Members were present:
		Carmona, DeSimone, Jaworska, Majeski, O'Connell, Wesseler
		Absent: Village Clerk, Ilsa Rivera-Trujillo
		A quorum was present.
		Staff Present: E. Summers, J. Caracci, T. Finner, F. Kosman, A. Thakkar, S. Viger, C. Williamsen
PUBLIC COMMENT:		There was no Public Comment.
		Village Clerk, Ilsa Rivera-Trujillo, entered the meeting at 6:31p.m.
APPROVAL OF MINUTES:	3.	The January 24, 2017 Village Board Meeting minutes were presented.
Motion:		Trustee Majeski made a motion to approve the minutes as presented. Trustee Jaworska seconded the motion.
		All were in favor. Motion carried.
WARRANT NO.		
17/03:	4.	Temporary Chairman DeSimone presented Warrant No. 17/03 in the amount of \$2,148,887.94.
Motion:		Trustee O'Connell made a motion to approve the warrant as presented. Trustee Wesseler seconded the motion.

Minutes of the Village Board Meeting February 14, 2017 Page 2

ROLL CALL:	AYES: Carmona, DeSimone, Jaworska, Majeski, O'Connell, Wesseler						
	NAYS: None						
	All were in favor. Motion carried.						
Motion:	<ol><li>Trustee Majeski made a motion to approve the Consent Agenda as presented. Trustee Jaworska seconded the motion.</li></ol>						
Pasalution No.	All were in favor. Motion carried.						
<u>Resolution No.</u> <u>R-12-2016</u> :	Resolution Authorizing the Execution of a Contract with MDS Technologies, Inc. (MDST) for 2017 Pavement and Sidewalk Evaluation Study in the Not-to-Exceed Amount of \$22,950.00. (Consent Agenda)						
Motion:	Trustee Majeski made a motion to approve the Consent Agenda as presented. Trustee Jaworska seconded the motion.						
ROLL CALL:	AYES: Carmona, Jaworska, DeSimone, Majeski, O'Connell, Wesseler						
	NAYS: None						
	All were in favor. Motion carries.						
PRESIDENT'S REMARKS:	Temporary Chairperson DeSimone had no remarks.						
MANAGERS REPORT:	Village Manager, Evan Summers, announced the annual Village Staff vs Fenton High School Charity Basketball game for the Special Olympics is February 23, 2017 at 6:30pm at Fenton High School.						
	Mr. Summers announced the annual Honor Flight Hockey game is						
	scheduled for March 4, 2017 and more details will be released shortly.						

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UNFINISHED BUSINESS:	There was no unfinished business.
NEW BUSINESS:	There was no new business.
EXECUTIVE SESSION:	Village Attorney, Sean Conway, stated there was not a need for Executive Session.
ADJOURNMENT:	Trustee Majeski made a motion to adjourn the meeting. Trustee Jaworska seconded the motion. All were in favor. Motion carried.
	Temporary Chairperson DeSimone adjourned the meeting at 6:35 p.m.

<b>TYPE:</b> <u>Warrant</u>	SUBMITTED BY: Amit Thakkar	DEPARTMENT: Finance	DATE: 02/28/2017
	017 17/04 \$765,817.43		
<u>SUPP</u>	ORTS THE FOLLOWING A	APPLICABLE VILLAGE	<u>GOALS:</u>
COMMITTEE AC	ΓΙΟΝ:	DA	TE:
BACKGROUND:			
KEY ISSUES:			
ALTERNATIVES:			
RECOMMENDAT	ION:		
BUDGET IMPACT	7:		
ACTION REQUIRE Approve Warrant report	<b>ED:</b> t 02/28/2017 17/04 \$765,817.43		

#### ATTACHMENTS:

Description Warrant report 02/28/2017 17/04 \$765,817.43 <u>Upload Date</u> 2/23/2017 <u>Type</u> Backup Material

# VILLAGE OF BENSENVILLE WARRANT 17/04 February 28, 2017

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

EVAN K SUMMERS VILLAGE MANAGER

**AMIT THAKKAR DIRECTOR OF FINANCE** 

Approved by the Board of Trustees on February 28, 2017 hereby authorizing the Director of Finance to disburse <u>\$765,817.43</u> the accounts indicated in the attached report.

**ILSA RIVERA-TRUJILLO** VILLAGE CLERK

**TEMPORARY CHAIRMAN** 



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## **EXPENDITURE APPROVAL LIST**

					D. 2/20/2017				
INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
1090 INDUSTRI	AL BLDG								
99									
5904-16791	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$135.00 <b>135.00</b>	0
A & A IMPROVE	EMENT INC								
99									
4676-29810	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$80.00 <b>80.00</b>	0
A & D HOME IN	IPROVEMENT LLC								
99									
6282-25731	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00 <b>70.00</b>	0
A C S ENTERPI	RISES INC							70.00	
505									
172660	AIR FILTERS	CHICAGO	20170381	03/16/2017	11050440-542110	PW	R&M BUILDING	\$901.85	0
								901.85	
	ECTRIC SUPPLY								
3568			00470404	00/40/0047		05		<b>*••••</b>	0
145573	PURCHASE OF ELECTRIC SUPPLIES		20170431	03/16/2017	11174100-542310	SF		\$235.00	0
145574	PURCHASE OF ELECTRIC SUPPLIES	WOOD DALE	20170431	03/16/2017	11174100-542310	SF	R&M EQUIPMENT	\$28.50	0
								263.50	
A24 FILMS LLC	,								
1227			00470404	00/40/0047	44070700 547040	05		¢400.00	0
MOONLIGHT WE	EI MOVIE RENTAL FEE "MOONLIGHT" W	NEW YORK	20170464	03/16/2017	11070790-547910	SF	MOVIE RENTAL FEES	\$160.28	0
								160.28	
ACURA, INC									
1293			- 00470450	00/40/0047	04000040 500000	DIA		¢40 500 00	0
160810003	R-100-16 GEORGE STREET CULVERT	BENSENVILLE	20170158	03/16/2017	31080810-596000	PW	CAPITAL CONSTRUCTION	\$19,562.99 <b>19,562.99</b>	0
ADT SECURITY								19,302.99	
99	SERVICES								
5755-11238	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$180.00	0
5755-11256	BOND REFOND			03/19/2017	7500000-220285		DEFOSITS-FERFORMANCE BD RO	<b>180.00</b>	0
ADVANCE AUT	0							100.00	
808	0								
8751701628918	MISC. FLEET PARTS	BENSENVILLE	E 20170382	03/16/2017	51050540-542410	PW	R&M VEHICLES	\$42.89	0
8751702572170	MISC. FLEET PARTS	BENSENVILLE		03/16/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$2.03	0
8751702572193	MISC. FLEET PARTS	BENSENVILLE		03/16/2017	51050540-542410	PW	R&M VEHICLES	\$14.52	0
								2 <b>3</b> E	•

### EXPENDITURE APPROVAL LIST FOR CHECKS DATED: 2/28/2017

				SKS DAT				CHECK	W/T/MANUAL
INVOICE #	INVOICE DESCRIPTION	REMIT CITY P	O NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK #
8751702572194	MISC. FLEET PARTS	BENSENVILLE	20170382	03/16/2017	51050540-542410	PW	R&M VEHICLES	\$10.98	0
8751702572195	MISC. FLEET PARTS	BENSENVILLE	20170382	03/16/2017	51050540-542410	PW	R&M VEHICLES	\$47.58	0
875170259569	MISC. FLEET PARTS	BENSENVILLE	20170382	03/16/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$4.48	0
8751702639261	MISC. FLEET PARTS	BENSENVILLE	20170382	03/16/2017	51050540-542410	PW	R&M VEHICLES	\$33.24	0
8751702639262	MISC. FLEET PARTS	BENSENVILLE	20170382	03/16/2017	51050540-542410	PW	R&M VEHICLES	\$59.79	0
8751702639263	MISC. FLEET PARTS	BENSENVILLE	20170382	03/16/2017	51050540-542410	PW	R&M VEHICLES	\$36.78	0
8751702729709	MISC. FLEET PARTS	BENSENVILLE	20170382	03/16/2017	51050540-542410	PW	R&M VEHICLES	\$4.74	0
8751703072357	MISC. FLEET PARTS	BENSENVILLE	20170382	03/16/2017	51050540-542410	PW	R&M VEHICLES	\$173.62	0
8751703120011	MISC. FLEET PARTS	BENSENVILLE	20170382	03/16/2017	11050420-542410	PW	R & M VEHICLES	\$28.44	0
8751703172406	CREDIT MEMO 8751703172406	BENSENVILLE		03/15/2017	51050540-542410		R&M VEHICLES	\$-35.00	0
8751703220052	MISC. FLEET PARTS	BENSENVILLE	20170382	03/16/2017	11050420-542410	PW	R & M VEHICLES	\$14.71	0
8751703246631	AUTOMOTIVE PARTS FOR VEHICLE #	# BENSENVILLE	20170484	03/16/2017	11060640-542410	CD	R&M VEHICLES	\$11.03	0
8751703372510	PARTS TO REPAIR CUSHMAN CART-I	BENSENVILLE	20170419	03/16/2017	11070720-542310	SF	R & M EQUIPMENT	\$17.85	0
8751703372511	MISC. FLEET PARTS	BENSENVILLE	20170382	03/16/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$12.30	0
8751703420199	AUTOMOTIVE PARTS FOR VEHICLE #	# BENSENVILLE	20170485	03/16/2017	11060640-542410	CD	R&M VEHICLES	\$144.47	0
8751703920606	AUTOMOTIVE PARTS FOR VEHICLE #	# BENSENVILLE	20170485	03/16/2017	11060640-542410	CD	R&M VEHICLES	\$62.02	0
8751703920607	AUTOMOTIVE PARTS FOR VEHICLE #	# BENSENVILLE	20170484	03/16/2017	11060640-542410	CD	R&M VEHICLES	\$62.02	0
								748.49	
ADVANCED PO	WER SYSTEMS								
99									
6710-34916	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$105.00	0
								105.00	
AFSCME									
3105									
021017	MVP NATIONAL PEOPLE PR WH 2/10		20170345	03/12/2017	11000000-218100	FN	PAYROLL DEDUCT'N-UNION DUES	\$25.20	9004421
021017	WVF NATIONAL PEOPLE PR WH 2/10		20170345	03/12/2017	1100000-210100	FIN	PATROLE DEDUCT IN-UNION DUES		9004421
								25.20	
	FORD SALES, INC.								
10249								• · · · · · ·	_
C90947	WHEEL ALIGN/MULTI-POINT INSP-S	MELROSE PAI	20170333	03/16/2017	11040110-542410	PD	R&M VEHICLES	\$140.39	0
E90517	REAR BUSHINGS WORN/OIL LEAK-SO	MELROSE PAI	20170334	03/16/2017	11040110-542410	PD	R&M VEHICLES	\$100.00	0
								240.39	
AL WARREN OI	L CO INC								
700									
W1034749	FLEET FUEL PURCHASE 1/24/17 -	HAMMOND	20170525	03/24/2017	11040110-554110	PW	FUEL/GAS/OIL	\$1,444.40	0
W1034749	FLEET FUEL PURCHASE 1/24/17 -	HAMMOND	20170525	03/24/2017	11050490-554110	PW	FUEL/GAS/OIL	\$942.44	0
W1034749	FLEET FUEL PURCHASE 1/24/17 -	HAMMOND	20170525	03/24/2017	11060640-554110	PW	FUEL/GAS/OIL	\$132.20	0
W1034749	FLEET FUEL PURCHASE 1/24/17 -	HAMMOND	20170525	03/24/2017	51050540-554110	PW	FUEL/GAS/OIL	\$948.06	0
W1034749	FLEET FUEL PURCHASE 1/24/17 -	HAMMOND	20170525	03/24/2017	51050570-554110	PW	FUEL/GAS/OIL	\$197.70	0

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## **EXPENDITURE APPROVAL LIST**

FOR CHECKS DATED: 2/28/2017

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
	EQUIPMENT COMPANY, I								
490									
126548	DRIVE BELT	LISLE	20164634	09/30/2016	11050430-542410	PW	R&M VEHICLES	\$273.45	0
								273.45	
ALEXIAN BRC	OTHERS CORP.HEALTH S								
12656									
618297	PANEL RAPID DRUG SCREEN J.ACKI	E CHICAGO	20170542	03/24/2017	11020130-541210	AD	PHYSICAL EXAMS	\$96.00	0
618299	PANEL RAPID DRUG SCREEN J.ACKI	E CHICAGO	20170542	03/24/2017	11020130-541210	AD	PHYSICAL EXAMS	\$28.00	0
619370	PANEL RAPID DRUG SCREEN J.ACKI	E CHICAGO	20170542	03/24/2017	11020130-541210	AD	PHYSICAL EXAMS	\$48.00	0
								172.00	
ALL-PRO ROO	OFING & CONTRACTING								
99									
6135-33540	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$90.00	0
0100-00040	Bond Kel ond			03/13/2011	1000000 220200			<b>90.00</b>	0
	ACTORS LLC							90.00	
ALTA CONTRA	ACTORS, LLC								
99								<b>^</b>	
6040-32594	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00	0
								70.00	
	ENCE PROFESSIONALS								
99									
6232-33857	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$105.00	0
								105.00	
AMS MECHAN	NICAL SYSTEMS, INC.								
8305									
28689	(30)50LB BAGS OF CALCIUM CHLOR	BURR RIDGE	20170469	03/16/2017	11174100-554120	SF	CHEMICALS	\$559.00	0
8311-12	JANUARY COMPRESSORS MAINTEN	BURR RIDGE	20170437	03/16/2017	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$575.00	0
8312-12	JANUARY COMPRESSORS MAINTEN	BURR RIDGE	20170437	03/16/2017	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$312.50	0
								1,446.50	
ANDERSON L	0CK CO							.,	
6304									
0933326	CHANGE CYLINDER/LOCK/MEN'S LO		S 20170332	03/16/2017	11040110-542110	PD	R&M BUILDING	\$28.00	0
090020			5 20170332	03/10/2017	11040110-342110	ΤD		<b>28.00</b>	0
								20.00	
	EST SOLUTIONS								
9474		<b>FI MINIS 6</b> -	004-00-0	00/45/00/-				<b>*--</b> -	-
4148059	PEST MANAGMENT	ELMHURST	20170035	03/15/2017	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$70.33	0
								70.33	
APGN, INC.									

APGN, INC.

1241

					$_{\rm D}$ . $_{\rm Z}$				
NVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUA CHECK
6071	END PANEL FILTERS	BLAINVILLE	20164912	03/17/2017	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$1,944.00 <b>1,944.00</b>	(
ARIAS PATINO	, LILIANA								
99									
5539-32384	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$80.00	(
								80.00	
ARROW ROAD	CONSTRUCTION CO.								
6938									
62260MB	POTHOLE PATCHING	MT PROSPEC	C 20170405	03/16/2017	11050420-542810	PW	R & M PAVEMENT	\$332.74	(
62280MB	POTHOLE PATCHING	MT PROSPEC	20170405	03/16/2017	11050420-542810	PW	R & M PAVEMENT	\$286.89	(
62303MB	POTHOLE PATCHING	MT PROSPEC	20170405	03/16/2017	11050420-542810	PW	R & M PAVEMENT	\$148.03	(
62317MB	POTHOLE PATCHING	MT PROSPEC	C 20170405	03/16/2017	11050420-542810	PW	R & M PAVEMENT	\$297.37	(
62328MB	POTHOLE PATCHING	MT PROSPEC	C 20170405	03/16/2017	11050420-542810	PW	R & M PAVEMENT	\$128.38	
								1,193.41	
ARTHURS, AN	N MARIE								
99									
1978-19153	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$40.00	
								40.00	
ASG STAFFING	G INC								
1032									
101879	MARIO ESTRADA SALARY - REDMON	BENSENVILL	E 20170289	03/16/2017	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$682.00	
101998	MARIO ESTRADA SALARY - REDMON	BENSENVILL	E 20170421	03/16/2017	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$682.00	
102132	MARIO ESTRADA SALARY - REDMON	BENSENVILL	E 20170422	03/16/2017	11070720-549990	SF	OTHER CONTRACTUAL SERVICE	\$682.00	
								2,046.00	
ASSOCIATED	TECHNICAL SERVICES								
2711									
28345	EMERGENCY LEAK DETECTION	VILLA PARK	20170389	03/16/2017	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$921.00	
								921.00	
AUSTIN BANK	OF CHICAGO								
1338									
021017	FEDERAL WH 2/10/17		20170352	03/12/2017	11000000-212010	FN	PAYROLL DEDUCT'N-FED INC TX	\$44,834.38	900442
021017	FEDERAL WH 2/10/17		20170352	03/12/2017	11000000-212020	FN	PAYROLL DEDUCT'N-SOC SEC	\$28,288.90	900442
021017	FEDERAL WH 2/10/17		20170352	03/12/2017	11000000-212030	FN	PAYROLL DEDUCT'N-MEDICARE	\$10,318.19	900442
								83,441.47	
AWARDS AND	MORE INC							,	
585									
401124	T-SHIRTS FOR BENSENVILLE CHARI	CHICAGO	20170524	03/24/2017	11020130-522110	AD	EXPENSE REIMBURSEMENT	\$253.50	

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FOR CHECKS DATED: 2/28/2017

				CR3 DAT					
INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
BATTERY SER	<b>VICE CORPORATION</b>								
2716									
0018596	BATTERY FOR VEHICLE #551	BENSENVILLE	20164920	03/23/2017	11060640-542410	CD	R&M VEHICLES	\$93.95	0
0019700	BATTERIES/MISC.LOCATIONS	BENSENVILLE	20170390	03/16/2017	51050570-542310	PW	<b>R&amp;M MATERIALS &amp; EQUIPMENT</b>	\$372.30	0
0019701	BATTERIES/MISC.LOCATIONS	BENSENVILLE	20170390	03/16/2017	51050570-542310	PW	<b>R&amp;M MATERIALS &amp; EQUIPMENT</b>	\$372.30	0
0019979	NEW BATTERY-SQ #304-INV #00199	BENSENVILLE	20170328	03/16/2017	11040110-542410	PD	R&M VEHICLES	\$100.95	0
0019981	CLAMPS FOR JUIMP PACK-INV #001	BENSENVILLE	20170329	03/16/2017	11040110-542410	PD	R&M VEHICLES	\$33.95	0
0020037	Vehicle Maintenance	BENSENVILLE	20170368	03/16/2017	11020190-542410	AD	R&M VEHICLES	\$146.95	0
0020077	BATTERIES/MISC.LOCATIONS	BENSENVILLE	20170390	03/16/2017	51050540-542410	PW	R&M VEHICLES	\$106.59	0
0020177	BATTERIES/MISC.LOCATIONS	BENSENVILLE	20170390	03/16/2017	51050540-542410	PW	R&M VEHICLES	\$100.95	0
0020314	BATTERY FOR CUSHMAN CART-RED	I BENSENVILLE	20170427	03/16/2017	11070720-542310	SF	R & M EQUIPMENT	\$75.99	0
								1,403.93	
BAXTER & WO	DODMAN, INCORPORATE								
2717									
0190581	NON-COMPLIANCE W/ IEPA	CRYSTAL LAK	20170531	03/24/2017	51050577-536511	PW	ENG SVC - ENVIRONMENTAL	\$1,128.35	0
0190582	NON-COMPLIANCE W/ IEPA	CRYSTAL LAK		03/24/2017	51050577-536511	PW	ENG SVC - ENVIRONMENTAL	\$4,215.32	0
0190583	NON-COMPLIANCE W/ IEPA	CRYSTAL LAK		03/24/2017	51050577-536511	PW	ENG SVC - ENVIRONMENTAL	\$2,289.01	0
0190584	NON-COMPLIANCE W/ IEPA	CRYSTAL LAK		03/24/2017	51050577-536511	PW	ENG SVC - ENVIRONMENTAL	\$409.42	0
0100004			20170001	00/24/2011	01000011 000011	1 11		8,042.10	0
								0,042.10	
BENITEZ, EDC	JAK								
99								<b>^</b> ~~~~~~	
5406-21092	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$80.00	0
6362-21092	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00	0
								150.00	
	E PARK DISTRICT								
2728									
102.	CORPORATE FITNESS ACCOUNT - 2	BENSENVILLE	20170532	03/24/2017	11020130-521510	AD	TRAINING PROGRAMS/SESSIONS	\$200.00	0
								200.00	
BENSENVILLE	E POSTMASTER								
2622									
FEB 2017	UB MAILING FEB 2017	BENSENVILLE	20170319	03/12/2017	51030250-540110	FN	POSTAGE/DELIVERY SERVICES	\$2,028.39	9004419
0			20110010	00, 12,2011	01000200 010110			2,028.39	
	INANCIAL, INC							2,020.00	
1107									
			00470400	00/40/0047	44070700 540040	05		<b>#400.01</b>	^
36818127	PURCHASE OF UNIVERSAL SEAT/SU	I AILANIA	20170423	03/16/2017	11070720-542310	SF	R & M EQUIPMENT	\$130.64	0
								130.64	
BOLINGER LA	ACH & ASSOCIATES INC								

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#### FOR CHECKS DATED: 2/28/2017

R-144-15 CHURCH RD LAFO CMAQ <b>BELA</b> BOND REFUND <b>ONS</b> BRIGHT DIRECTIONS PR WH 2/10/1 <b>IND FITTINGS</b> UTILITY SUPPLIES	ITASCA	20170146 20170340	03/16/2017 03/19/2017	31080810-536513 75000000-226283	PW	ENG SVC - DESIGN DEPOSITS-PERFORMANCE BD RO	\$8,574.99 <b>8,574.99</b> \$90.00 <b>90.00</b>	0
BOND REFUND ONS BRIGHT DIRECTIONS PR WH 2/10/1	LINCOLN	20170340	03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO		0
ONS BRIGHT DIRECTIONS PR WH 2/10/1	LINCOLN	20170340	03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO		0
BRIGHT DIRECTIONS PR WH 2/10/1	LINCOLN	20170340					90.00	
ND FITTINGS	LINCOLN	20170340						
			03/12/2017	11000000-213500	FN	PAYROLL DEDUCT'N-BRIGHT STAR	\$200.00 <b>200.00</b>	9004423
UTETTI SUFFLIES	NORTHLAKE	20164917	03/17/2017	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$52.04 <b>52.04</b>	0
							52.04	
PHONE SERVICES FROM 02/15-03/14	BEDFORD PAI	20170523	03/24/2017	11020180-541310	FN	COMMUNICATION-PHONES (WIREI	\$3,911.92	0
ST CHURCH							3,911.92	
BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00	0
ENT, INC.							70.00	
DELL LATITUDE E7470 -14" LAPTO	CHICAGO	20170458	03/19/2017	11050110-594000	FN	CAPITAL OUTLAY - MACHINERY & I	\$1,422.00	0
							1,422.00	
MISC. SUPPLIES/PARTS/ELECTRIC	BENSENVILLE	20170379	03/16/2017	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$71.50	0
MISC. SUPPLIES/PARTS/ELECTRIC	BENSENVILLE	20170379	03/16/2017	11050440-542110	PW	R&M BUILDING	\$0.71	0
MISC. SUPPLIES/PARTS/ELECTRIC	BENSENVILLE	20170379	03/16/2017	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$18.82	0
MISC. SUPPLIES/PARTS/ELECTRIC	BENSENVILLE	20170379	03/16/2017	11050440-542110	PW	R&M BUILDING	\$195.30	0
MISC. SUPPLIES/PARTS/ELECTRIC	BENSENVILLE	20170379	03/16/2017	11050420-554510	PW	SMALL TOOLS & EQUIPMENT		0
	CHICAGO	20170410	03/16/2017	11050490-552130	PW			
	T CHURCH OND REFUND NT, INC. ELL LATITUDE E7470 -14" LAPTO ISC. SUPPLIES/PARTS/ELECTRIC ISC. SUPPLIES/PARTS/ELECTRIC ISC. SUPPLIES/PARTS/ELECTRIC ISC. SUPPLIES/PARTS/ELECTRIC	OND REFUND NT, INC. ELL LATITUDE E7470 -14" LAPTO CHICAGO ISC. SUPPLIES/PARTS/ELECTRIC BENSENVILLE ISC. SUPPLIES/PARTS/ELECTRIC BENSENVILLE ISC. SUPPLIES/PARTS/ELECTRIC BENSENVILLE ISC. SUPPLIES/PARTS/ELECTRIC BENSENVILLE	T CHURCH OND REFUND NT, INC. ELL LATITUDE E7470 -14" LAPTO CHICAGO 20170458 ISC. SUPPLIES/PARTS/ELECTRIC ISC. SUPPLIES/PARTS/ELECTRIC ISC. SUPPLIES/PARTS/ELECTRIC ISC. SUPPLIES/PARTS/ELECTRIC ISC. SUPPLIES/PARTS/ELECTRIC ISC. SUPPLIES/PARTS/ELECTRIC ISC. SUPPLIES/PARTS/ELECTRIC	T CHURCH03/19/2017OND REFUND03/19/2017NT, INC.ELL LATITUDE E7470 -14" LAPTOCHICAGO20170458ISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/2017ISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/2017ISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/2017ISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/2017ISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/2017ISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/2017ISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/2017	T CHURCH       03/19/2017       75000000-226283         NT, INC.       03/19/2017       1050110-594000         ELL LATITUDE E7470 -14" LAPTO       CHICAGO       20170458       03/19/2017       11050110-594000         ISC. SUPPLIES/PARTS/ELECTRIC       BENSENVILLE       20170379       03/16/2017       11050420-554510         ISC. SUPPLIES/PARTS/ELECTRIC       BENSENVILLE       20170379       03/16/2017       11050440-542110         ISC. SUPPLIES/PARTS/ELECTRIC       BENSENVILLE       20170379       03/16/2017       11050440-542110	T CHURCHOND REFUND03/19/201775000000-226283NT, INC.ELL LATITUDE E7470 -14" LAPTOCHICAGO2017045803/19/201711050110-594000FNISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/201711050420-554510PWISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/201711050440-542110PWISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/201711050440-542110PWISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/201711050440-542110PWISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/201711050440-542110PWISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/201711050440-542110PWISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/201711050440-542110PWISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/201711050440-542110PW	T CHURCH       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD RO         NT, INC.       NT, INC.       NUMBER       NUMBER <th< td=""><td>3,911.92CHURCH03/19/201775000000-226283DEPOSITS-PERFORMANCE BD RO\$70.00NT, INC.03/19/201775000000-226283DEPOSITS-PERFORMANCE BD RO\$70.00ELL LATITUDE E7470 -14" LAPTOCHICAGO2017045803/19/201711050110-594000FNCAPITAL OUTLAY - MACHINERY &amp; I\$1,422.00ISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/201711050420-554510PWSMALL TOOLS &amp; EQUIPMENT\$71.50ISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/201711050420-554510PWSMALL TOOLS &amp; EQUIPMENT\$71.50ISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/201711050420-554510PWSMALL TOOLS &amp; EQUIPMENT\$0.71ISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/201711050420-554510PWSMALL TOOLS &amp; EQUIPMENT\$18.82ISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/201711050420-554510PWSMALL TOOLS &amp; EQUIPMENT\$18.82ISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/201711050440-542110PWR&amp;M BUILDING\$195.30</td></th<>	3,911.92CHURCH03/19/201775000000-226283DEPOSITS-PERFORMANCE BD RO\$70.00NT, INC.03/19/201775000000-226283DEPOSITS-PERFORMANCE BD RO\$70.00ELL LATITUDE E7470 -14" LAPTOCHICAGO2017045803/19/201711050110-594000FNCAPITAL OUTLAY - MACHINERY & I\$1,422.00ISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/201711050420-554510PWSMALL TOOLS & EQUIPMENT\$71.50ISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/201711050420-554510PWSMALL TOOLS & EQUIPMENT\$71.50ISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/201711050420-554510PWSMALL TOOLS & EQUIPMENT\$0.71ISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/201711050420-554510PWSMALL TOOLS & EQUIPMENT\$18.82ISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/201711050420-554510PWSMALL TOOLS & EQUIPMENT\$18.82ISC. SUPPLIES/PARTS/ELECTRICBENSENVILLE2017037903/16/201711050440-542110PWR&M BUILDING\$195.30

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
CHASE MANH 12098	ATTAN BANK								
PATRIOTS DAY	WK MOVIE RENTAL FEE "PATRIOTS DAY	BROOKLYN	20170473	03/16/2017	11070790-547910	SF	MOVIE RENTAL FEES	\$231.32 <b>231.32</b>	0
CHICAGO ME 99	TROPOLITAN FIRE PREV							201.02	
6453-18320	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$180.00 <b>180.00</b>	0
CHICAGO PAF 929	RTS & SOUND LLC								
819673	#228 SERVICE	ELK GROVE V	20170385	03/16/2017	51050540-542410	PW	R&M VEHICLES	\$275.00 <b>275.00</b>	0
CINTAS FIRST 2974	AID & SAFETY							275.00	
8403056744	MONTHLY AED SERVICE CHECK	IRVING	20170034	03/16/2017	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$13.97	0
8403056744	MONTHLY AED SERVICE CHECK	IRVING	20170034	03/16/2017	51050110-551110	PW	MATERIAL/SUPPLIES	\$13.98	0
								27.95	
CIRAULO & S 99	ONS CONSTRUCTION LL								
6261-34075	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00 <b>70.00</b>	0
CIVITECH EN 454	GINEERING INC								
45117	R-5-15 FOSTER AVE LAFO ENGINEE	ITASCA	20170147	03/16/2017	11050400-532100	PW	PROFESSIONAL SERVICES	\$3,188.23	0
45128	R-18-16 CHURCH RD BIKE PATH PH	ITASCA	20170148	03/16/2017	31080810-536513	PW	ENG SVC - DESIGN	\$3,808.76	0
								6,996.99	
CJC AUTO PA 11185	RTS								
911974	SHOP & POWER WASHER	LOMBARD	20170414	03/16/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$32.06	0
912568	SHOP & POWER WASHER	LOMBARD	20170414	03/16/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$50.97	0
CLARION CON 99	NSTRUCTION INC							83.03	
<b>6</b> 412-16485	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$90.00 <b>90.00</b>	0
CLIMATE ENG 99	INEERED STRUCTURES							50.00	
<b>99</b> 6733-33670	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$180.00	0
0.000000								<b>\$100.00</b>	0

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## **EXPENDITURE APPROVAL LIST**

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								180.00	
CNC GRAPHICS 99	5								
2227-11132	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$300.00	0
2283-11132	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$300.00	0
2469-11132	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$300.00	0
2994-11132	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$300.00	0
4594-11132	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$150.00	0
								1,350.00	
	FRESHMENTS USA INC								
<b>7585</b> 1495204185	BEVERAGES FOR SUNDAE'S TOO	CHICAGO	20170435	03/16/2017	11070790-557810	SF	FOOD ITEMS	\$506.69	0
1495204165	BEVERAGES FOR SUNDAES TOO	CHICAGO	20170435	03/10/2017	11070790-557810	SF	FOOD ITEMIS	<b>506.69</b>	0
COLLEGE OF D	UPAGE							500.05	
3414									
7702	TRAINING-PALASIEWICZ-INV #7702	GLEN ELLYN	20170534	03/24/2017	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$3,113.00	0
1102		OLEN LLEIN	20170304	00/24/2017	11040340-321310	ΪD		<b>3,113.00</b>	0
COMCAST								0,110.00	
12216									
0001924-0217	COMCAST CABLE PUBLIC WORKS	SOUTHEASTE	20170039	03/15/2017	11050110-521510	PW	TRAINING PROGRAMS/SESSIONS	\$12.63	0
0002237-0217	2017 COMCAST CABLE TV SERVICE	SOUTHEASTE		03/16/2017	11174100-541310	SF	COMMUNICATION-PHONES (WIREI	\$185.51	0
0003318-0217	COMCAST INTERNET SERVICE @ 73			03/16/2017	11174100-541310	SF	COMMUNICATION-PHONES (WIREI	\$149.85	0
0000010-0217		COOTHEADTE	20170000	00/10/2017	11174100-341310	01		<b>347.99</b>	0
COMMONWEAL	TH EDISON							547.55	
2668									
	ENERGY SERVICE JAN 2017	CAROL STRE/	20170366	03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$108.12	0
	ENERGY SERVICE JAN 2017	CAROL STRE/		03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$92.47	0
	ENERGY SERVICE JAN 2017	CAROL STRE/		03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$257.04	0
	ENERGY SERVICE JAN 2017	CAROL STRE/		03/15/2017	11050420-541370	PW	ELECTRICITY	\$100.60	0
0255029237-0117		CAROL STRE/		03/15/2017	11050420-541370	PW	ELECTRICITY	\$82.17	0
0327113039-0117		CAROL STRE/		03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$153.64	0
0355160164-0117	ENERGY SERVICE JAN 2017	CAROL STRE/		03/15/2017	11050420-541370	PW	ELECTRICITY	\$84.56	0
0535014110-0117	ENERGY SERVICE JAN 2017	CAROL STRE/		03/15/2017	11050420-541370	PW	ELECTRICITY	\$117.92	0
0704031005-0117	ENERGY SERVICE JAN 2017	CAROL STRE/	20170366	03/15/2017	11050420-541370	PW	ELECTRICITY	\$30.15	0
		CAROL STRE/		03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$32.89	0
1347056232-0117	ENERGY SERVICE JAN 2017	CAROL STRE/	20170366	03/15/2017	11050420-541370	PW	ELECTRICITY	\$45.52	0
1407034049-0117	ENERGY SERVICE JAN 2017	CAROL STRE/	20170366	03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$85.59	0
	ENERGY SERVICE JAN 2017	CAROL STRE/	20170366	03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$138.24	0

### EXPENDITURE APPROVAL LIST FOR CHECKS DATED: 2/28/2017

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
1823023053-0117	ENERGY SERVICE JAN 2017	CAROL STRE	20170366	03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$47.49	0
1851062060-0117	ENERGY SERVICE JAN 2017	CAROL STRE	/ 20170366	03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$54.49	0
2247084011-0117	ENERGY SERVICE JAN 2017	CAROL STRE	/ 20170366	03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$134.56	0
2727064040-0117	ENERGY SERVICE JAN 2017	CAROL STRE	/ 20170366	03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$61.77	0
3171043096-0117	ENERGY SERVICE JAN 2017	CAROL STRE	/ 20170366	03/15/2017	11050420-541370	PW	ELECTRICITY	\$362.13	0
4066109004-0117	ENERGY SERVICE JAN 2017	CAROL STRE	/ 20170366	03/15/2017	11050420-541370	PW	ELECTRICITY	\$4,687.26	0
4083160074-0117	ENERGY SERVICE JAN 2017	CAROL STRE	/ 20170366	03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$66.05	0
4851030016-0117	ENERGY SERVICE JAN 2017	CAROL STRE	/ 20170366	03/15/2017	11050420-541370	PW	ELECTRICITY	\$1,638.43	0
6483028035-0117	ENERGY SERVICE JAN 2017	CAROL STRE	/ 20170366	03/15/2017	11050420-541370	PW	ELECTRICITY	\$24.22	0
6890140008-0117	ENERGY SERVICE JAN 2017	CAROL STRE	/ 20170366	03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$27.81	0
6974152028-0117	ENERGY SERVICE JAN 2017	CAROL STRE	/ 20170366	03/15/2017	51050550-541370	PW	ELECTRICITY/GAS	\$160.70	0
6974750006-0117	JANUARY COMED BILL- 9 S.CENTER	CAROL STRE	/ 20170424	03/16/2017	11070790-541370	SF	ELECTRICITY	\$302.21	0
6974751003-0117	JANUARY COMED BILL-13 S.CENTER	CAROL STRE	/ 20170425	03/16/2017	11070790-541370	SF	ELECTRICITY	\$361.76	0
6974752000-0117	JANUARY COMED BILL-15 S.CENTER	CAROL STRE	/ 20170426	03/16/2017	11070790-541370	SF	ELECTRICITY	\$287.69	0
7058038017-0117	ELECTRIC BILL-12/129/16-1/31/1	CAROL STRE	20170451	03/16/2017	11040341-577121	PD	TEEN CENTER	\$104.29	0
								9,649.77	
3844	ONS SUPPLY CORP.								
483034	PLAYGROUND TOWER	CHICAGO	20170163	03/15/2017	31080890-596000	PW	CAPITAL CONSTRUCTION	\$7,161.56	0
489113	QUOTE 459521 CELLULAR INTERFAC		20170164	03/15/2017	31080890-596000	PW	CAPITAL CONSTRUCTION	\$3,064.00	0
								10,225.56	-
	ECTRICAL SERVICE								
<b>99</b> 6056-33148	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$135.00 <b>135.00</b>	0
	IN ENERGY SERVICES-								
<b>13016</b> 3355640000-0117	JANUARY 2017 NATURAL GAS BILL-	CAROL STRE	20170545	03/24/2017	11174100-541370	SF	ELECTRICITY	\$6,800.31	0
6561640000-0117	JANUARY 2017 NATURAL GAS BILL-	CAROL STRE		03/24/2017	11174100-541370	SF	ELECTRICITY	\$6,001.75	0
763464-10-0117	ENERGY SERVICE JAN 2017	CAROL STRE		03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$543.40	0
763464-13-0117	JANUARY ELECTRICITY BILL-EDGE	CAROL STRE		03/24/2017	11174100-541370	SF	ELECTRICITY	\$21,709.14	0
763464-15-0117	ENERGY SERVICE JAN 2017	CAROL STRE		03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$529.30	0
763464-19-0117	ENERGY SERVICE JAN 2017	CAROL STRE		03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$1,160.54	0
763464-2-0117	ENERGY SERVICE JAN 2017	CAROL STRE		03/15/2017	51050550-541370	PW	ELECTRICITY/GAS	\$3,309.97	0
763464-21-0117	ENERGY SERVICE JAN 2017	CAROL STRE		03/15/2017	51050550-541370	PW	ELECTRICITY/GAS	\$3,309.97 \$2,841.31	0
763464-22-0117	ENERGY SERVICE JAN 2017	CAROL STRE		03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$294.87	0
63464-23-0117	ENERGY SERVICE JAN 2017	CAROL STRE		03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$20,504.82	0
63464-25-0117	JANUARY ELECTRICITY BILL- EDGE	CAROL STRE		03/24/2017	11174100-541370	SF	ELECTRICITY	\$20,304.82 \$11,980.07	0
763464-26-0117	ENERGY SERVICE JAN 2017	CAROL STRE		03/24/2017	51050550-541370	PW	ELECTRICITY/GAS	\$3,507.66	0
00404-20-0117	LINEITOT SERVICE JAIN 2017	UARUL STRE	20110313	03/13/2017	51050550-541570	F VV	LLUTRICH I/GAG	φ3,307.00	0

### EXPENDITURE APPROVAL LIST FOR CHECKS DATED: 2/28/2017

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
763464-28-0117	ENERGY SERVICE JAN 2017	CAROL STRE	20170375	03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$1,410.76	0
763464-29-0117	ENERGY SERVICE JAN 2017	CAROL STRE	20170375	03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$203.31	0
763464-5-0117	JANUARY ELECTRICITY BILL-REDM	CAROL STRE	20170474	03/16/2017	11070720-541370	SF	ELECTRICITY	\$854.87	0
763464-8-0117	ENERGY SERVICE JAN 2017	CAROL STRE	20170375	03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$2,462.78	0
CRYSTAL CLEA 10575	N-HERITAGE							84,114.86	
14414412	SOLVENT	CHICAGO	20170412	03/16/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$382.65	0
D & A PAVING 99 5051-30984	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	<b>382.65</b> \$200.00 <b>200.00</b>	0
<b>D'AQUILA, SUS 103</b> 020117	<b>AN (E)</b> REIMBURSEMENT-MARDI GRAS DEC	BLOOMINGD	A 20170459	03/16/2017	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$21.30 <b>21.30</b>	0
DASH MEDICAL 11899 INV1035642	<b>GLOVES</b> SM/MED/LG NITRILE EXAM GLOVES-	FRANKLIN	20170335	03/16/2017	11040340-554510	PD	SMALL TOOLS & EQUIPMENT	\$65.90	0
DE LAGE LAND 983 53392849	EN FINANCIAL SERVIC	WAYNE	20170104	03/19/2017	11020180-548110	FN	RENTAL & LEASE - EQUIPMENT	<b>65.90</b> \$429.00	0
DEL ROSARIO 99	LANDSCAPING & CONS							429.00	
5411-32160	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$120.00 <b>120.00</b>	0
DELUXE DIGITA 10357									
85867934	DELIVERY SERVICE:"MONSTER TRU	LOS ANGELE	20170472	03/16/2017	11070790-540110	SF	POSTAGE/DELIVERY SERVICESS	\$8.37 <b>8.37</b>	0
DELUXE ECHO 884	STAR LLC								
91376303	DELIVERY FILM SERVICE - BENSEN	LOS ANGELE	20170420	03/16/2017	11070790-540110	SF	POSTAGE/DELIVERY SERVICESS	\$279.65 <b>279.65</b>	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
DEPUE MECHA	ANICAL INC								
7655	REBUILD MYCOM COMPRESSOR#2 1	MINOOKA	20163310	03/17/2017	11070740-594000	SF	CAPITAL OUTLAY - MACHINERY & F	\$8,238.00	0
7656	EXTRAS TO REBUILD 12K COMPRES	: MINOOKA	20170463	03/16/2017	11174100-594000	SF	CAPITAL OUTLAY - MACHINERY & E	\$375.00 <b>8,613.00</b>	0
DISCOVERY B	ENEFITS							0,015.00	
JAN 2017	COBRA BENEFITS JANUARY 2017	FARGO	20170339	03/25/2017	11000000-214110	FN	PAYROLL DEDUCT'N-HEALTH INS	\$70.85 <b>70.85</b>	9004428
DMX EXTERIO 99	R GROUP INC								
5556-24942	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$10.00 <b>10.00</b>	0
DONLEY'S LUI 99	MBER CO, INC							10.00	
5369-32091	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$80.00 <b>80.00</b>	0
DO-RITE HOMI 99	E REMODELING COMPA							00100	
6129-33532	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00 <b>70.00</b>	0
DRISCOLL REI 99	NOVATION INC							70.00	
<b>99</b> 6044-17319	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$90.00 <b>90.00</b>	0
DUPAGE COUN	NTY							50.00	
IA262	DATA PROCESSING FEE-OCT-DEC 20	WHEATON	20170445	03/16/2017	11040380-542100	PD	MAINTENANCE AGREEMENTS	\$750.00	0
DUPAGE COUN 3522	NTY RECORDER							750.00	
201702170208	RECORDING FEES	WHEATON	20170535	03/24/2017	11010030-541140	FN	LEGAL NOTICES	\$24.00 <b>24.00</b>	0
DUPAGE WATE 5295	ER COMMISSION							24.00	
11527	OCT 2016	ELMHURST	20164923	11/30/2016	51050110-545520	FN	DUPG WTR COMM-WATER PURCH	\$225,945.60 <b>225,945.60</b>	9004427

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY F	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
E.Z. PLUMBING	ì								
<b>99</b> 6549-34614	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$180.00 <b>180.00</b>	0
	OME DESIGN INC								
<b>99</b> 6091-33392	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00 <b>70.00</b>	0
ECO SHIELD R	OOFING INC							10100	
<b>99</b> 6208-33667	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00 <b>70.00</b>	0
	VER SOLUTIONS LLC								
<b>99</b> 5942-33254	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$105.00 <b>105.00</b>	0
ENERGENECS,	INC								
<b>900</b> 0033189-IN	SCADA SERVICE	CEDARBURG	20164911	03/17/2017	51050540-549990	PW	OTHER CONTRACTUAL SERVICES	\$330.00 <b>330.00</b>	0
	AL AND WATER RESOU								
<b>1355</b> 030117	ILL MS4 IMPLEM SEMINAR-3/1/17	CHICAGO		03/24/2017	11050110-521510		TRAINING PROGRAMS/SESSIONS	\$90.00 <b>90.00</b>	153640
-	AL SYSTEMS RESEAR(							50.00	
<b>12442</b> 93242734	R-103-16 ANNUAL LIC USER FEE	REDLANDS	20170168	03/15/2017	31080800-591000	PW	CAPITAL OUTLAY-BLDG & STRUCT	\$9,987.67 <b>9,987.67</b>	0
	E							0,001101	
<b>579</b> 21954	2016 BUSINESS SURVEY INVOICE 3	OLATHE	20164922	03/18/2017	11020170-572179	AD	COMMUNITY OUTREACH	\$1,080.00 <b>1,080.00</b>	0
ETS INTELLIGE	NCE, LLC							.,	
<b>809</b> 17000027	BACKGROUND SCHREENING SERVIC	SCHAUMBUR	20170362	03/15/2017	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILIT	\$105.00 <b>105.00</b>	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
EUROPEAN W	OODWORKS								
99									
6576-23782	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$180.00	0
6736-23782	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$180.00 <b>360.00</b>	0
EURO-TECH, I	NC							300.00	
99									
5150-303269	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$80.00	0
								80.00	
EXPERT J CON 99	NSTRUCTION INC								
5533-32373	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$80.00	0
								80.00	
FACTORY CLE	ANING EQUIPMENT								
12104									
93787	PURCHASE OF PART/FLOOR SCRUB	AURORA	20170481	03/16/2017	11174100-542310	SF	R&M EQUIPMENT	\$64.40	0
00101			20110101	00/10/2011		0.		64.40	Ũ
FAILLE, PATRI	CIAA								
99									
5958-201200	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$105.00	0
6047-201200	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$175.00	0
								280.00	
FEDDERSEN,	PAUL								
99									
5600-211855	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$120.00	0
								120.00	
FEDERAL EXP	RESS CORPORATION								
2810									
5-685-71256	FEDEX MAIL BID DOCUMENTS TO SA	PALATINE	20170428	03/16/2017	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$19.69	0
								19.69	
FELLER BUSIN	NESS SOLUTIONS								
4541									
789165-0	OFFICE SUPPLIES	BENSENVILLE	20170298	03/16/2017	11060110-551110	CD	MATERIALS/SUPPLIES-ADMIN	\$35.38	0
790424-0	OFFICE SUPPLIES - EDGE	BENSENVILLE		03/16/2017	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$107.04	0
790728-0	OFFICE SUPPLIES - EDGE	BENSENVILLE		03/16/2017	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$306.18	0
792451-0	OFFICE SUPPLIES	BENSENVILLE	20170548	03/24/2017	11060110-551110	CD	MATERIALS/SUPPLIES-ADMIN	\$52.41	0
								501.01	
								501.01	

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FERRELLGAS									
136									
1095135705	REFILL PROPANE GAS CYLINDERS-	DENVER	20170416	03/16/2017	11174100-541385	SF	GAS-PROPANE	\$145.07	0
095135707	REFILL PROPANE GAS CYLINDERS-	DENVER	20170416	03/16/2017	11174100-541385	SF	GAS-PROPANE	\$79.32	0
095246677	REFILL PROPANE GAS CYLINDERS-	DENVER	20170416	03/16/2017	11174100-541385	SF	GAS-PROPANE	\$115.87	0
095246685	REFILL PROPANE GAS CYLINDERS-	DENVER	20170416	03/16/2017	11174100-541385	SF	GAS-PROPANE	\$67.36	0
RNT6772227	REFILL PROPANE GAS CYLINDERS-	DENVER	20170416	03/16/2017	11174100-541385	SF	GAS-PROPANE	\$12.00	0
								419.62	
TITZPATRICK, I	DAN								
99									
312-26017	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$35.00	0
512 20017				00/10/2011	10000000 220200			35.00	0
								55.00	
LORES, CRIS	IINA								
99								<b>^</b>	
201-29704	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00	0
								70.00	
	DS & ENGRAVING								
10846									
2018	LOUIS CZERWIN OFFICE NAME PLA	WOOD DALE	20170372	03/15/2017	11010030-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$28.00	0
2116	4X10 GOLD PLATE	WOOD DALE	20170539	03/24/2017	11010030-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$18.00	0
								46.00	
OUR SEASON	S HEATING & AIR CONI								
99									
5763-24623	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$105.00	0
100 24020				00/10/2011	10000000 220200			105.00	0
								105.00	
	KE								
99									
156-18435	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$180.00	0
								180.00	
RANCISCO PE	EREZ								
774									
0170204	PURCHASE OF MEDALS AND BEADS	BENSENVILLE	20170125	03/16/2017	11174100-557481	SF	ICE SHOW COSTUMES-PURCHASE	\$2,396.00	0
								2,396.00	
REDRIKSEN F								_,	
99									
	BOND REFUND			03/19/2017	75000000 226282		DEPOSITS-PERFORMANCE BD RO	\$180.00	0
250-303686				03/19/2017	75000000-226283		DEFUSITS-FERFURMANCE BD RU		U
								180.00	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
FUL LIFE LLC									
355									
35205	GAS MONITOR	ROSELLE	20170378	03/16/2017	51050570-554510	PW	SMALL TOOLS & EQUIPMENT	\$2,012.69 <b>2,012.69</b>	0
G & K SERVICE	S							2,012.09	
10180									
1058505862	CLEANING FLOOR MATS-BENSENVIL	MINNETONKA	20170439	03/16/2017	11070790-549990	SF	OTHER CONTRACTUAL SERVICE	\$64.52	0
1058513270	CLEANING FLOOR MATS-BENSENVIL	MINNETONKA	20170439	03/16/2017	11070790-549990	SF	OTHER CONTRACTUAL SERVICE	\$64.52	0
1058513277	CARPET CLEANING SERVICE	MINNETONKA	20170037	03/15/2017	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$66.84	0
1058516965	CLEANING FLOOR MATS- EDGE ON J	MINNETONKA	20170480	03/16/2017	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$47.58	0
1058516966	CLEANING FLOOR MATS- EDGE ON J	MINNETONKA	20170440	03/16/2017	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$88.56	0
1058520683	CLEANING FLOOR MATS-VLG HALL	MINNETONKA	20170457	03/16/2017	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$108.08	0
1058520692	CARPET CLEANING SERVICE	MINNETONKA	20170037	03/16/2017	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$66.84	0
1058524410	CLEANING FLOOR MATS-VLG HALL	MINNETONKA	20170538	03/24/2017	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$48.44	0
								555.38	
GADGE SIGNS	INC								
99									
1597-18105	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$300.00	0
								300.00	
GALLAGHER, S	SHIRLEY								
99									
5636-32549	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$105.00	0
								105.00	
GEIB INDUSTR	IES								
2833									
515471-001	MISC. SUPPLIES	BENSENVILLE	20170391	03/16/2017	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$111.51	0
515670-001	MISC. SUPPLIES	BENSENVILLE	20170391	03/16/2017	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$85.75	0
515680-001	MISC. SUPPLIES	BENSENVILLE	20170391	03/16/2017	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$120.85	0
								318.11	
GENERAL MED	ICAL DEVICES INC								
466									
51005	AED Supplies	PALATINE	20170361	03/19/2017	11020190-552135	AD	MATERIAL/SUPPLIES-EQUIPMENT	\$437.00	0
								437.00	
GLAVTCHEFF,	EDITH								
99									
5303-13217	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$80.00	0
								80.00	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
GNC GRAPHIC									
99									
3032-16440	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$300.00 <b>300.00</b>	0
GOLD MEDAL-0	CHICAGO							000.00	
9695									
318860	FOOD ITEMS FOR SUNDAE'S TOO	BENSENVILLE	20170438	03/16/2017	11070790-557810	SF	FOOD ITEMS	\$360.62	0
319488	FOOD ITEMS FOR SUNDAE'S TOO	BENSENVILLE	20170470	03/16/2017	11070790-557810	SF	FOOD ITEMS	\$381.60	0
								742.22	
GRAINGER 2841									
9339161557	MISC. PART/TOOLS	PALATINE	20170392	03/16/2017	11050440-554510	PW	SMALL TOOLS & EQUIPMENT	\$193.70	0
9343366531	MISC. PART/TOOLS	PALATINE	20170392	03/16/2017	51050570-542310	PW	<b>R&amp;M MATERIALS &amp; EQUIPMENT</b>	\$154.80	0
9346491807	MISC. PART/TOOLS	PALATINE	20170392	03/16/2017	51050570-551110	PW	SMALL TOOLS & EQUIPMENTS	\$707.85	0
								1,056.35	
	HEATRE SERVICE, LTD								
319									
FEB 2017	FEBRUARY BOOKING MOVIES FEE-	T AURORA	20170460	03/16/2017	11070790-541460	SF	BOOKING FEES	\$300.00 <b>300.00</b>	0
GREAT LAKES	ROOFING & SIDING							300.00	
99									
6664-34818	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00	0
								70.00	
GREENLINE EN	VIRONMENTAL SOLUT								
1344									
1211	#278	GARY	20170388	03/16/2017	11050420-542410	PW	R & M VEHICLES	\$506.71	0
								506.71	
-	IORS & MORE INC								
99								<b>••</b> ••	
6096-33479	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$85.00 <b>85.00</b>	0
HD SUPPLY FA	CILITIES							00.00	
1062									
9151964238	REPAIR KITS/JEFFERSON ST. WASH	SAN DIEGO	20170476	03/16/2017	11174100-542310	SF	R&M EQUIPMENT	\$110.58	0
								110.58	
HD SUPPLY WA	TERWORKS, LTD								
12655									
G694649	R-132-16 HYDRANT & WATER MAIN	ST LOUIS	20170020	03/15/2017	51050540-552520	PW	WATER MAIN PARTS	\$1,632.88	0

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G697710	R-132-16 HYDRANT & WATER MAIN	ST LOUIS	20170020	03/15/2017	51050540-552520	PW	WATER MAIN PARTS	\$167.28 <b>1,800.16</b>	0
HELGET GAS P 12648	RODUCTS								
01140517	RENTAL HELIUM GAS CYLINDERS- B	OMAHA	20170032	03/16/2017	11070790-549990	SF	OTHER CONTRACTUAL SERVICE	\$18.00 <b>18.00</b>	0
HERBA, NATALI 99	A								
5962-32590	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00 <b>70.00</b>	0
HERSHEY CRE	AMERY COMPANY								
	ICE CREAM FOR SUNDAE'S TOO	HARRISBURG	20170443	03/16/2017	11070790-557810	SF	FOOD ITEMS	\$593.48 <b>593.48</b>	0
HIGH SIERRA E 1348	LECTRONICS, INC.								
17099	MOBLE SURFACE SENTINEL	GRASS VALLE	20170108	03/15/2017	11050420-554510	PW	SMALL TOOLS & EQUIPMENT	\$1,277.31 <b>1,277.31</b>	0
HIGHLANDER II 99	MPROVEMENT CO							1,277.51	
5242-31691	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$80.00 <b>80.00</b>	0
HIGHLANDER II 99	MRPOVMENT CO								
5243-31691	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$80.00 <b>80.00</b>	0
HINCKLEY SPR 12432	INGS								
15420489012917	BOTTLED WATER-INV #15420489012	DALLAS	20170454	03/16/2017	11040341-577121	PD	TEEN CENTER	\$18.24 <b>18.24</b>	0
HOME DEPOT C 7665								10.24	
01242017	MISCELLANEOUS SUPPLIES-EDGE C	COLUMBUS	20170294	03/16/2017	11174100-542310	SF	R&M EQUIPMENT	\$266.63	0
0582446	MATERIALS AND SUPPLIES - EDGE	COLUMBUS	20170436	03/16/2017	11174100-542310	SF	R&M EQUIPMENT	\$32.00	0
1594005	MATERIALS AND SUPPLIES - EDGE	COLUMBUS	20170436	03/16/2017	11174100-542310	SF	R&M EQUIPMENT	\$57.79	0
3011096	MATERIALS AND SUPPLIES - EDGE	COLUMBUS	20170436	03/16/2017	11174100-542310	SF	R&M EQUIPMENT	\$23.85	0
7015251	MISC. SUPPLIES	COLUMBUS	20170407	03/16/2017	11050440-542110	PW	R&M BUILDING	\$143.42	0
7015263	MISC. SUPPLIES	COLUMBUS	20170407	03/16/2017	11050440-542110	PW	R&M BUILDING	\$3.94	0

### EXPENDITURE APPROVAL LIST FOR CHECKS DATED: 2/28/2017

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
7052519	MISC. SUPPLIES	COLUMBUS	20170407	03/16/2017	51050570-554510	PW	SMALL TOOLS & EQUIPMENT	\$9.98	0
8015130	MISC. SUPPLIES	COLUMBUS	20170407	03/16/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$10.94	0
8221693	CREDIT 8221693	COLUMBUS		03/16/2017	51050570-551110		SMALL TOOLS & EQUIPMENTS	\$-54.27	0
8567377	MISC. SUPPLIES	COLUMBUS	20170407	03/16/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$43.29	0
9010416	MISC. SUPPLIES	COLUMBUS	20170407	03/16/2017	51050570-551110	PW	SMALL TOOLS & EQUIPMENTS	\$99.40	0
9042835	MISC. SUPPLIES	COLUMBUS	20170407	03/16/2017	51050570-542310	PW	<b>R&amp;M MATERIALS &amp; EQUIPMENT</b>	\$29.28	0
9062053	MISC. SUPPLIES	COLUMBUS	20170407	03/16/2017	51050570-551110	PW	SMALL TOOLS & EQUIPMENTS	\$37.41	0
HYGIENE SOL								703.66	
678									
20493	CLEANING SUPPLIES- EDGE ON JEF	MONTGOMER	R 20170461	03/16/2017	11174100-542112	SF	R&M BUILDING-CLEANING	\$742.00	0
20721	CLEANING SUPPLIES- EDGE AND BE	MONTGOMER	R 20170418	03/16/2017	11070790-542112	SF	R & M BUILDING-CLEANING	\$3.19	0
20721	CLEANING SUPPLIES- EDGE AND BE	E MONTGOMER	R 20170418	03/16/2017	11174100-542112	SF	R&M BUILDING-CLEANING	\$25.81	0
20742	CLEANING SUPPLIES- EDGE AND BE	E MONTGOMER	R 20170418	03/16/2017	11070790-542112	SF	R & M BUILDING-CLEANING	\$40.80	0
20742	CLEANING SUPPLIES- EDGE AND BE	E MONTGOMER	R 20170418	03/16/2017	11174100-542112	SF	R&M BUILDING-CLEANING	\$330.20	0
20743	CLEANING SUPPLIES- EDGE AND BE	E MONTGOMER	R 20170418	03/16/2017	11070790-542112	SF	R & M BUILDING-CLEANING	\$10.17	0
20743	CLEANING SUPPLIES- EDGE AND BE	MONTGOMER	R 20170418	03/16/2017	11174100-542112	SF	R&M BUILDING-CLEANING	\$82.33	0
20830	AUTOFRESH & PEEPOD URINAL SEF	R' MONTGOMER	R 20170030	03/15/2017	11050440-549990	PW	OTHER CONTRACTUAL SERVICE	\$43.00	0
20836	CLEANING SUPPLIES- EDGE AND BE	MONTGOMER	R 20170418	03/16/2017	11070790-542112	SF	R & M BUILDING-CLEANING	\$8.14	0
20836	CLEANING SUPPLIES- EDGE AND BE	MONTGOMER	R 20170418	03/16/2017	11174100-542112	SF	R&M BUILDING-CLEANING	\$65.86	0
20837	CLEANING SUPPLIES- EDGE AND BE	E MONTGOMER	R 20170418	03/16/2017	11070790-542112	SF	R & M BUILDING-CLEANING	\$40.70	0
20837	CLEANING SUPPLIES- EDGE AND BE	MONTGOMER	R 20170418	03/16/2017	11174100-542112	SF	R&M BUILDING-CLEANING	\$329.30	0
20848	CLEANING SUPPLIES-VLG HALL	MONTGOMER	R 20170483	03/16/2017	11030110-552125	FN	MATERIALS/SUPPLIES-CLEANING	\$77.00	0
								1,798.50	
ICMA_RC RET 3096	IKEMENI								
02/10/17	ICMA PR WH 2/10/17		20170354	03/12/2017	11000000-213100	FN	PAYROLL DEDUCT'N-DEF COMP	\$9,600.98	9004417
021017	ICMA ROTH PR WH 2/10/17		20170344	03/12/2017	11000000-213300	FN	PAYROLL DEDUCT'N-ROTH IRA	\$1,028.06	9004416
								10,629.04	
IGGY'S CUST 11902	OM MUFFLER SHOP								
67731	CATAKYTIC CONVERTER FOR VEHIC	NORRIDGE	20170507	03/19/2017	11060640-542410	CD	R&M VEHICLES	\$449.26 <b>449.26</b>	0
-	EMPLOY. SECURITY ENT							443.20	
<b>3239</b> 4/2016	4TH QUARTER UNEMPLOYMENT 207		0 20170533	03/24/2017	11020130-512950	AD	UNEMPLOYMENT BENEFITS	\$8,575.50	0
								8,575.50	

FOR CHECKS DATED: 2/28/2017

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
	CIATION OF CHIEFS OF								
2880									
2017-135	2017 ANNUAL CONFERENCE-KOSMA	SPRINGFIEL	D 20170452	03/16/2017	11040110-521510	PD	TRAINING PROGRAMS/SESSIONS	\$360.00 <b>360.00</b>	0
ILLINOIS DEPA	RTMENT OF REVENUE								
3098									
021017	IL STATE PR TAX WH 2/10/17	SPRINGFIEL	D 20170355	03/12/2017	11000000-212040	FN	PAYROLL DEDUCT'N-ST INC TX	\$12,163.33 <b>12,163.33</b>	9004426
ILLINOIS FIRE I	NSPECTORS ASSOC.								
12683									
18702	IFIA 2017 CONFERENCE-KNIGHT, H	BARRINGTO	N 20170555	03/24/2017	11060640-521510	CD	TRAINING PROGRAMS/SESSIONS	\$790.00 <b>790.00</b>	0
ILLINOIS LAW	ENFORCEMENT ALARM								
12402									
0313-031417-BD	2017 ILEAS CONFERENCE-MARCH 20	URBANA	20170336	03/16/2017	11040110-521510	PD	TRAINING PROGRAMS/SESSIONS	\$90.00 <b>90.00</b>	0
ILLINOIS PUBL	IC RISK FUND								
1195									
43314	APRIL WORKERS COMPENSATION/A	TINLEY PAR	K 20170529	03/24/2017	11020150-562550	AD	CLAIM PAYMENTS-WORKERS CON	\$31,646.00 <b>31,646.00</b>	0
ILLINOIS SEAR	CH AND RESCUE COUN							• 1,• 10100	
1086									
17-4	Membership 2017	NAPERVILLE	20170363	03/16/2017	11020190-521110	AD	MEMBERSHIP DUES	\$50.00 <b>50.00</b>	0
ILLINOIS SECT								50.00	
3315									
200027229	DISASTER MGMT FOR WATER/WW U	ST CHARLES	20170357	03/16/2017	51050540-521510	PW	TRAINING PROGRAMS/SESSIONS	\$90.00	0
								90.00	
ILLINOIS STATE	TOLL HIGHWAY AUTH								
737									
VW5100032397	TOLL VIOLATION PAYMENT-HIP VAN	DOWNERS G	GF 20170475	03/16/2017	11174100-551110	SF	MATERIALS/SUPPLIES-ADMIN	\$130.60 <b>130.60</b>	0
J & K ENTERPR	RISES OF CHICAGO INC								
99									
6158-33320	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00 <b>70.00</b>	0

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## EXPENDITURE APPROVAL LIST

180.00           180.00           180.80           3088-33301         DOND REFUND         10.00         10.00         10.00         10.00           DISE ACKERMAL         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00         10.00 <th< th=""><th>INVOICE #</th><th>INVOICE DESCRIPTION</th><th>REMIT CITY</th><th>PO NUMBER</th><th>DUE DATE</th><th>ACCOUNT NO</th><th>DEPT</th><th>ACCOUNT DESCRIPTION</th><th>CHECK AMOUNT</th><th>W/T/MANUAL CHECK #</th></th<>	INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
3894 27940       BOND REFUND       9190201       7500000-226283       DEPOSITS-PERFORMANCE BD R0       100,0       180,00         99       588-3331       BOND REFUND       500000-226283       DEPOSITS-PERFORMANCE BD R0       70,00       70,00         105 ACKERNA-F       FUND       500000-226283       DEPOSITS-PERFORMANCE BD R0       840.0       70,00         105 ACKENNA-F       FUND       501192017       7500000-226283       DEPOSITS-PERFORMANCE BD R0       840.0       70,00         105 ACKENNA-F       FUND REFUND       FUND REFUND       FUND REFUND       FUND REFUND       840.0       70,00       70,00         105 ACKENNA-F       FUND REFUND       FUND REFUND       FUND REFUND       FUND REFUND       840.0       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00       70,00 <td< td=""><td></td><td>RIC &amp; SIGN INC</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></td<>		RIC & SIGN INC								
J.B. ROOFING       99       99       99       99       99       99       99       99       99       99       99       99       99       99       99       99       99       99       99       99       99       99       99       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90       90	<b>99</b> 6694-27840	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO		0
3058-3391         BOND REFUND         971000         7500000-226283         DEPOSITS-PERFORMANCE BD RO         \$70.00         70.00         70.00           757         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00 <td>J.B. ROOFING</td> <td>ì</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>180.00</td> <td></td>	J.B. ROOFING	ì							180.00	
70.00           70.00           70.00           70.00           70.00           100 ACKERNA           70.00           100 ACKERNA           101 ACK	99									
757 1202717       CDL REIMBURSEMENT JOE ACKERM       VILLA PARK       2017025       03/15/2017       11050420-52150       PW       TRAINING PROGRAMS/SESSIONS       \$40.00         100FCON & CALSUR       7925       03/15/2017       11074100-542610       SF       R&M OLYMPIA       \$39.94       0         792787       (1) CE SCRAPER KNIVESSIARPEN       ELK GROVE V       20170279       03/16/2017       11174100-542610       SF       R&M OLYMPIA       \$39.94       0         797382       (10 CE SCRAPER KNIVESSICH/MPIA - E       ELK GROVE V       20170479       03/16/2017       11174100-542610       SF       R&M OLYMPIA       \$39.94       0         797382       (10 CE SCRAPER KNIVESSICH/MPIA - E       ELK GROVE V       20170479       03/16/2017       11174100-542610       SF       R&M OLYMPIA       \$39.94       0         7008       10 E E CRAPER KNIVESSICH/MPIA - E       ELK GROVE V       20170479       03/16/2017       11174100-542610       SF       R&M OLYMPIA       \$39.94       0         7008       E       ELK GROVE V       20170479       03/16/2017       11074100-542610       SF       R&M OLYMPIA       \$39.57       113.85         7008       E       E       LK GROVE V       03/19/2017       75000000-226283       DEPOSITS-PERF	6058-33391	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO		0
220717       CDL REIMBURSEMENT JOE ACKERM. VILLA PARK       20170326       03/15/2017       11050420-521510       PW       TRAINING PROGRAMS/SESSIONS       \$4.00       40.00         JORSON & L       ST       RAM OLYMPIA       ELK GROVE V       20170370       03/15/2017       11174100-542610       SF       RAM OLYMPIA       \$39.94       00         M773752       (1) CE SCRAPER KINIVES/SHARPIA E       ELK GROVE V       20170479       03/16/2017       11174100-542610       SF       RAM OLYMPIA       \$39.93       00         M77352       (1) CE SCRAPER KINIVES/OLYMPIA E       ELK GROVE V       20170479       03/16/2017       11174100-542610       SF       RAM OLYMPIA       \$39.93       00         M77352       (1) CE SCRAPER KINIVES/OLYMPIA E       ELK GROVE V       20170479       03/16/2017       11174100-542610       SF       RAM OLYMPIA       \$39.53       00         JOSE R DIAZ       (1) CE SCRAPER KINIVES/OLYMPIA E       ELK GROVE V       20170479       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       00         JOSE R DIAZ       ST       ST <td></td> <td>AN</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>		AN								
JORSON & CARLSON CO., INC.         7925         5000000000000000000000000000000000000	020717	CDL REIMBURSEMENT JOE ACKERN	M. VILLA PARK	20170326	03/15/2017	11050420-521510	PW	TRAINING PROGRAMS/SESSIONS	\$40.00	0
7925									40.00	
3472787       (1) ICE SCRAPER KNIVES SHARPEN       ELK GROVE V       20170295       03/16/2017       11174100-542610       SF       R&M OLYMPIA       \$39,94       0         3473332       ICE SCRAPER KNIVES/OLYMPIA - E       ELK GROVE V       20170479       03/16/2017       11174100-542610       SF       R&M OLYMPIA       \$39,94       0         3474334       ICE SCRAPER KNIVES/OLYMPIA - E       ELK GROVE V       20170479       03/16/2017       11174100-542610       SF       R&M OLYMPIA       \$39,94       0         3474334       ICE SCRAPER KNIVES/OLYMPIA - E       ELK GROVE V       20170479       03/16/2017       11174100-542610       SF       R&M OLYMPIA       \$39,94       0         347353       ICE SCRAPER KNIVES/OLYMPIA - E       ELK GROVE V       20170479       03/16/2017       11174100-542610       SF       R&M OLYMPIA       \$39,93       0         309       South CE SCRAPER KNIVES/OLYMPIA - E       ELK GROVE V       20170479       03/19/2017       75000000-226283       SF       R&M OLYMPIA       \$70.00       0         309       South CE FUND       SF       RAM OLYMPIA       \$9       SF       RAM OLYMPIA       \$70.00       0         3019/2017       75000000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       7		ARLSON CO., INC.								
3473332       ICE SCRAPER KNIVES/OLYMPIA - E       ELK GROVE V       20170479       03/16/2017       11174100-542610       SF       R&M OLYMPIA       \$74.38       0         3474334       ICE SCRAPER KNIVES/OLYMPIA - E       ELK GROVE V       20170479       03/16/2017       11174100-542610       SF       R&M OLYMPIA       \$74.38       0         10SE R DIAZ       99       1058 R DIA REFUND       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         KETTER, SUNG JA       53       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         99       531-210120       BOND REFUND       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         7000       75000000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0       7000       0         79       5531-210120       BOND REFUND       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         79       5606-10574       BOND REFUND       63/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00 <td></td> <td></td> <td></td> <td>00470005</td> <td>00/10/00/7</td> <td></td> <td>05</td> <td></td> <td><b>\$</b>\$\$\$\$\$\$</td> <td></td>				00470005	00/10/00/7		05		<b>\$</b> \$\$\$\$\$\$	
0474334       ICE SCRAPER KNIVES/OLYMPIA - E       ELK GROVE V       20170479       03/16/2017       11174100-542610       SF       R&M OLYMPIA       \$39.53       0         JOSE R DIAZ       99       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         3098-302847       BOND REFUND       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         7000       75000000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00										
JOSE R DIAZ 99       3008 CONDECTION							-			-
JOSE R DIAZ 99         03/19/2017         7500000-226283         DEPOSITS-PERFORMANCE BD RO         \$70.00         0           KETTER, SUNG J         531-210120         BOND REFUND         03/19/2017         75000000-226283         DEPOSITS-PERFORMANCE BD RO         \$70.00         0           5531-210120         BOND REFUND         03/19/2017         75000000-226283         DEPOSITS-PERFORMANCE BD RO         \$70.00         0           5631-210120         BOND REFUND         03/19/2017         75000000-226283         DEPOSITS-PERFORMANCE BD RO         \$70.00         0           5639-10574         BOND REFUND         03/19/2017         75000000-226283         DEPOSITS-PERFORMANCE BD RO         \$70.00         0           593         STACKENCE INSTRUCTION GROUP         03/19/2017         75000000-226283         DEPOSITS-PERFORMANCE BD RO         \$70.00         0           503         BOND REFUND         03/19/2017         75000000-226283         DEPOSITS-PERFORMANCE BD RO         \$70.00         0           513         BOND REFUND         03/19/2017         75000000-226283         DEPOSITS-PERFORMANCE BD RO         \$70.00         0           513         BOND REFUND         03/19/2017         75000000-226283         DEPOSITS-PERFORMANCE BD RO         \$70.00         70.00         70.00         70.	0474334	ICE SCRAPER KNIVES/OLYMPIA - E	ELK GROVE	V 20170479	03/16/2017	11174100-542610	5F			0
30398-302847       BOND REFUND       03/19/2017       7500000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         99       7531-210120       BOND REFUND       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         70.00       70.00       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         70.00       70.00       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00	JOSE R DIAZ									
70.00         99         5351-210120       BOND REFUND       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         99         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00         70.00 <td>99</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>	99									
KETTER, SUNG JJ         99         3531-210120       BOND REFUND       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD R0       \$70.00       0         KRUMWIEDE COMPANY INC         99       3696-10574       BOND REFUND       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD R0       \$70.00       0         3696-10574       BOND REFUND       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD R0       \$70.00       0         14AKESHORE CONSTRUCTION GROUP       99       3136-33545       BOND REFUND       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD R0       \$70.00       0         1316-33545       BOND REFUND       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD R0       \$70.00       0         1316-33545       BOND REFUND       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD R0       \$70.00       0         1316-33545       BOND REFUND       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD R0       \$70.00       0         1316-33545       BOND REFUND       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD R0       \$70.00       70.00         1316-33545       BOND REFUND       03/19/2017	6098-302847	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00	0
99       03/19/2017       7500000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00       70.00									70.00	
3531-210120       BOND REFUND       03/19/2017       7500000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         90       70.00       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000       7000 </td <td></td> <td>G JA</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>		G JA								
MUMINIEDE ROFING COMPANY INC       99       03/19/2017       7500000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         5696-10574       BOND REFUND       03/19/2017       7500000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         5136-33545       BOND REFUND       03/19/2017       7500000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         5136-33545       BOND REFUND       03/19/2017       7500000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         5136-33545       BOND REFUND       03/19/2017       7500000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         5136-33545       BOND REFUND       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         5136-33545       BOND REFUND       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         5136-33545       BOND REFUND       9       10       10       10       10         5137       BOND REFUND       9       10       10       10       10       10         5138       BOND REFUND       10       10       10       10       10       10       10         5139										
KRUMWIEDE ROOFING COMPANY INC 99         5696-10574       BOND REFUND       03/19/2017       7500000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         LAKESHORE CONSTRUCTION GROUP 99         5136-33545       BOND REFUND       03/19/2017       7500000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         LAKESMORE FUND         JAKESMORE FUND         99         90         2000/00-226283         DEPOSITS-PERFORMANCE BD RO       \$70.00       0         70.00         70.00         70.00	6531-210120	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO		0
5696-10574       BOND REFUND       03/19/2017       75000000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         LAKESHORE CONSTRUCTION GROUP         99	KRUMWIEDE	ROOFING COMPANY INC							10.00	
AKESHORE CONSTRUCTION GROUP         70.00           99         6136-33545         BOND REFUND         03/19/2017         7500000-226283         DEPOSITS-PERFORMANCE BD RO         \$70.00         0           AKESMORE ROOFING INC         99	99									
LAKESHORE CONSTRUCTION GROUP 99 5136-33545 BOND REFUND 03/19/2017 7500000-226283 DEPOSITS-PERFORMANCE BD RO \$70.00 0 70.00 LAKESMORE ROOFING INC 99	6696-10574	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO		0
99         \$136-33545       BOND REFUND       03/19/2017       7500000-226283       DEPOSITS-PERFORMANCE BD RO       \$70.00       0         LAKESMORE ROOFING INC         99									70.00	
6136-33545 BOND REFUND 03/19/2017 7500000-226283 DEPOSITS-PERFORMANCE BD RO \$70.00 0 TO.00  LAKESMORE ROOFING INC 99		CONSTRUCTION GROUP								
AKESMORE ROOFING INC 99					03/10/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00	0
LAKESMORE ROOFING INC 99					00/10/2011					5
	LAKESMORE	ROOFING INC								
5957-33272         BOND REFUND         03/19/2017         75000000-226283         DEPOSITS-PERFORMANCE BD RO         \$70.00         0	99									
	5957-33272	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00	0

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## EXPENDITURE APPROVAL LIST

INVOICE #	INVOICE DESCRIPTION				ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK	W/T/MANUAL
			ONOMBER	002 0/112				AMOUNT	CHECK #
	I,DOMBROW,BECKER,I							70.00	
11469	,DOMBROW,BECKER,I								
511274	LEGAL SERVICES PERFORMED THRO	CHICAGO	20170541	03/24/2017	11020120-533110	AD	LEGAL SERVICES-GENERAL	\$146.25	0
	TALITY MANAGEMENT							146.25	
99									
6478-34365	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$180.00	0
								180.00	
LAW OFFICES C	OF JOHN Z TOSCAS								
12719									
012817R	RED LIGHT MAIL-INV #012817M	PALOS HEIGH	20170337	03/16/2017	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$225.00	0
020517R	RED LIGHT MAIL-INV #020517M	PALOS HEIGH	20170455	03/16/2017	11040110-549990	PD	OTHER CONTRACTUAL SERVICE	\$225.00	0
LIGHT BULB DE								450.00	
859									
71337172	(58) BULBS FOR SCOREBOARS-EDGE	STONE PARK	20170462	03/16/2017	11070720-542310	SF	R & M EQUIPMENT	\$12.72	0
71337172	(58) BULBS FOR SCOREBOARS-EDGE		20170462	03/16/2017	11174100-542310	SF	R&M EQUIPMENT	\$11.50	0
								24.22	
M & M CONSTR	UCTION AND DEVELOF								
99									
6090-24069	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00	0
								70.00	
MAHER LUMBE	R HARDWARE								
<b>2912</b> 1701-521499	MISC. PARTS/SUPPLIES	WOOD DALE	20170393	03/16/2017	11050440-542110	PW	R&M BUILDING	\$245.39	0
1701-521624	MISC. PARTS/SUPPLIES	WOOD DALE	20170393	03/16/2017	11050440-542110	PW	R&M BUILDING	\$240.00 \$214.72	0
1701-521741	MISC. PARTS/SUPPLIES	WOOD DALE	20170393	03/16/2017	11050440-542110	PW	R&M BUILDING	\$153.37	0
1702-523436	MISC. PARTS/SUPPLIES	WOOD DALE	20170393	03/16/2017	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$123.40	0
								736.88	
MAILFINANCE									
347									
N6394573	POSTAGE MACHINE LEASE-VLG HALI		20170482	03/16/2017	11030110-548110	FN	RENTAL & LEASE-EQUIPMENT	\$1,095.00	0
N6394573	POSTAGE MACHINE LEASE-VLG HAL	SAN FRANCIS	20170482	03/16/2017	11040110-548110	FN	RENTAL & LEASE-EQUIPMENT	\$645.75 <b>1,740.75</b>	0
MAINE SPECIAL	TY DOGS							1,740.73	
524									
-	K-9 RECERTIFICATION	GRAY	20170446	03/24/2017	11040360-521510	PD	TRAINING PROGRAMS/SESSIONS	\$85.00	0
	-								-

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								85.00	
MARQUARDT	& BELMONTE P.C.								
127									
8168	LEGALS FOR VILLAGE PROSECUTIO	OF WHEATON	20170349	03/15/2017	11020120-533210	AD	LEGAL SERVICES-PROSECUTION	\$4,624.00	0
								4,624.00	
MATTHEWS R	OOFING								
99									
5934-29664	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$65.00	0
								65.00	
MAX ROOFING	G CO								
99									
6119-33513	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00	0
								70.00	
	CARR SUPPLY COMPANY								
2917									
10258151	MISC. SUPPLIES	CHICAGO	20170396	03/16/2017	51050570-542310	PW	<b>R&amp;M MATERIALS &amp; EQUIPMENT</b>	\$155.42	0
10263495	PARTS TO REPAIR AHAI OFFICE TO	CHICAGO	20170429	03/16/2017	11174100-542310	SF	R&M EQUIPMENT	\$52.95	0
10326530	CREDIT	CHICAGO		03/15/2017	51050570-554510		SMALL TOOLS & EQUIPMENT	\$-41.14	0
10326531	CREDIT	CHICAGO		03/15/2017	51050570-542310		R&M MATERIALS & EQUIPMENT	\$-5.00	0
10453571	MISC. SUPPLIES	CHICAGO	20170396	03/16/2017	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$66.16	0
10571235	MISC. SUPPLIES	CHICAGO	20170396	03/16/2017	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$94.42	0
88696874	R&M EQUIPMENT	CHICAGO		11/16/2016	11070790-542310	-		\$-127.00	0
94429992	MISC. WWTP ITEMS	CHICAGO	20164914	03/17/2017	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$115.19	0
94962351	MISC. WWTP ITEMS	CHICAGO	20164914	03/17/2017	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$65.92	0
99798562	CREDIT	CHICAGO		03/15/2017	51050540-542310		R&M MATERIALS & EQUIPMENT	\$-47.82	0
								329.10	
MCCANN IND	USTRIES INC								
2916		0, 110, 4, 0, 0	00470004	00/40/00/7		514		<b>*</b> ~ <b>7</b> ~~~	
07217388	#262, GASKET KIT	CHICAGO	20170394	03/16/2017	51050540-542410	PW	R&M VEHICLES	\$276.39	0
								276.39	
MCEVOY, WIL	LIAM								
99								• · · · · · ·	_
5212-25024	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$120.00	0
								120.00	
MCHUGH, RYA	AN								
99									
6030-29672	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$105.00	0
								105.00	

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
MCNICHOLS,	BRANDON								
99								<b>*</b> ***	
5127-20874	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$80.00 <b>80.00</b>	0
MEADE ELEC	TRIC COMPANY INC								
12050									
678207	TRAFFIC SIGNAL MAINTENANCE	MCCOOK	20170167	03/15/2017	11050420-549990	PW	OTHER CONTRACTUAL SERVICE	\$811.20 <b>811.20</b>	0
MEL'S CAR C	ARE CENTER							011120	
10199									
70382	AUTOMOTIVE SERVICE ON VEHICLE	MELROSE PA	I 20170486	03/16/2017	11060640-542410	CD	R&M VEHICLES	\$521.56	0
								521.56	
11265	ENDALE HEIGHTS								
65743	BUILDING SUPPLIES	GLENDALE H	E 20170415	03/16/2017	11050440-542110	PW	R&M BUILDING	\$6.58	0
66380	BUILDING SUPPLIES	GLENDALE H		03/16/2017	11050440-542110	PW	R&M BUILDING	\$71.88	0
								78.46	
MICHAEL ALE	XANDER BORATTO								
1351									
20121454	MICHAEL ALEXANDER BORATTO - BI	WOOD DALE	20170365	03/15/2017	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILIT	\$180.00	0
								180.00	
MID AMERICA 99	EXTERIORS								
<b>99</b> 5671-32147	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00	0
5071-52147	BOIND REFUND			03/19/2017	7500000-228285		DEFOSITS-PERFORMANCE BD RO	<b>70.00</b>	0
	N EXTERIORS								
99									
6106-32666	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00	0
	DERGROUND TECHNOL(							70.00	
99									
4863-30643	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$250.00	0
								250.00	
MILLER INDU	STRIAL								
6509									
742614	MISC. SUPPLIES	ELK GROVE \		03/16/2017	51050560-542310	PW	R&M MATERIALS & EQUIPMENT	\$30.61	0
742714	BATTERIES/SCREWDRIVER/HOOKS-I			03/16/2017	11040340-554510	PD	SMALL TOOLS & EQUIPMENT	\$45.78	0
742975	MISC. SUPPLIES	ELK GROVE \	/ 20170404	03/16/2017	51050540-554110	PW	FUEL/GAS/OIL	\$22.49	0

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## EXPENDITURE APPROVAL LIST

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
								98.88	
MISCELLANEIU	S FOR UT								
426									
212915001-23782	CREDIT REFUND			03/16/2017	5100000-209900		LIABILITY SUSPENSE CLRG	\$100.00	0
212965001-30929	CREDIT REFUND			03/16/2017	5100000-209900		LIABILITY SUSPENSE CLRG	\$100.00	0
240965001-21607	CREDIT REFUND			03/16/2017	5100000-209900		LIABILITY SUSPENSE CLRG	\$67.37	0
244595001-31795	CREDIT REFUND			03/19/2017	5100000-209900		LIABILITY SUSPENSE CLRG	\$979.61	0
MODERN SIGNS								1,246.98	
99									
6704-23893	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$180.00	0
010120000				00/10/2011	10000000 220200			180.00	0
MONTY'S BANG	UETS								
5630									
15934	SENIOR LUNCHEON - FEB 2017	BENSENVILLI	20170537	03/24/2017	11070110-577125	FN	SENIOR CITIZEN PROGRAMS	\$1,952.00	0
								1,952.00	
MOUNTAIN TOP	ENTERPRISES LLC								
99									
5211-31483	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$200.00	0
								200.00	
MULTY VISION I	EXTERIORS INC								
99									
6082-27010	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO		0
								70.00	
MUNICIPAL SYS	STEMS INC								
12974									
13620	PARK/ORD PRGM FEE-JAN2017-INV	PALOS HTS	20170544	03/24/2017	11040110-542100	PD	MAINTENANCE AGREEMENTS	\$2,840.00	0
	G & SEALCOATING INC							2,840.00	
99	G & SEALCOATING INC								
<b>4</b> 983-28559	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$250.00	0
4903-20559				03/19/2017	73000000-220203		DEI OSITISI ENI ONMANCE DE NO	<b>250.00</b>	0
MURPHY'S WIN	DOW SUNROOMS							200.00	
99									
6279-34115	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00	0
								70.00	-

FOR CHECKS DATED: 2/28/2017

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
NAFISCO INC 9986									
00003499	STREET SIGNS	ROMEOVILLE	20170411	03/16/2017	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$219.40 <b>219.40</b>	0
NETWORKFLEE	TINC								
1207									
OSV00000600720	) R-136-16 GPS TRACKING SERVICES	SAN DIEGO	20170014	03/16/2017	11050490-549990	PW	OTHER CONTRACTUAL SERVICE	\$1,528.55 <b>1,528.55</b>	0
NICOR 2673									
	JANUARY NATURAL GAS-15 S.CENTE	E AURORA	20170466	03/16/2017	11070790-541370	SF	ELECTRICITY	\$163.46	0
1055780000-0117	GAS SERVICE	AURORA	20170367	03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$344.32	0
2055780000-0117	GAS SERVICE	AURORA	20170367	03/15/2017	51050550-541370	PW	ELECTRICITY/GAS	\$203.53	0
5486340000-0117	JANUARY NATURAL GAS- 9 S.CENTE	AURORA	20170465	03/16/2017	11070790-541370	SF	ELECTRICITY	\$373.10	0
6143740000-0117	GAS SERVICE	AURORA	20170367	03/15/2017	51050570-541370	PW	ELECTRICITY/GAS	\$4,129.37	0
6864780000-0117	GAS SERVICE	AURORA	20170367	03/15/2017	51050550-541370	PW	ELECTRICITY/GAS	\$132.52	0
7194780000-0117	GAS SERVICE	AURORA	20170367	03/15/2017	51050550-541370	PW	ELECTRICITY/GAS	\$187.37	0
								5,533.67	
NUSSBAUM, WE 11879	ENDY								
JAN 2017	SERVICES RENDERED-JAN2017-INV	NAPERVILLE	20170358	03/16/2017	11040341-577121	PD	TEEN CENTER	\$6,667.00	0
								6,667.00	
ONEBEACON IN	ISURANCE								
302									
0AB-160172-01-EB	BASSETTE, CLEODIS - CIVIL SUIT	CANTON	20170522	03/24/2017	11020150-562510	AD	CLAIM PAYMTS-GENERAL LIABILIT	\$15,587.59	0
PADDOCK PUBL	ICATIONS INC							15,587.59	
7111									
01/01-01/31/17	JANUARY SHOWTIMES ADS-BENSEN		20170433	03/16/2017	11070790-541145	SF	ADVERTISING	\$234.78	0
01/01-01/31/17	JANUART SHOW TIMES ADS-BEINSEN	I CAROL SIRE	1 20170433	03/10/2017	11070790-541145	35	ADVERTISING	<sup>\$234.78</sup>	0
PARAMOUNT PI	CTURES							204.10	
7130									
MONSTER TRUCK	MOVIE RENTAL FEE "MONSTER TRU	( DALLAS	20170468	03/16/2017	11070790-547910	SF	MOVIE RENTAL FEES	\$166.92	0
								166.92	
PATEL, AMIT									
99									
6725-29529	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$180.00	0
								180.00	

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FOR CHECKS DATED: 2/28/2017

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
PAYLOCITY									
<b>12843</b>			20170250	02/12/2017	11020110 522210			¢0.670.04	0004424
021017	PAYROLL FEES 2/10/17	ARLINGTON H	20170359	03/12/2017	11030110-532310	FN	PAYROLL SERVICES	\$2,670.94 <b>2,670.94</b>	9004424
PEASE, MARIA 537	<b>N</b>								
2	TRAINING FUEL/ARSON K-9-INV #2	UNION	20170447	03/16/2017	11040360-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$80.00 <b>80.00</b>	0
PEGGY L WAL 445	BERG								
<b>445</b> 021017	CARD STOCK PAPER - VMO	BENSENVILLE		03/16/2017	11010010-522110		EXPENSE REIMBURSEMENT	\$23.56	0
								23.56	
PERFECT 10 E 99	XTERIORS INC								
6083-29861	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00	0
								70.00	
PERRY, MICHE 99	ELE								
6050-204719	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$90.00	0
								90.00	
PETTY CASH ( 2626	P.W.)								
013117	PETTY CASH REIMBURSMENT	BENSENVILLE	20164913	03/17/2017	11050110-551110	PW	MATERIALS/SUPPLIES-ADMIN	\$40.00	0
020217	PETTY CASH REIMBURSEMENT	BENSENVILLE	20170478	03/16/2017	11050110-532100	PW	PROFESSIONAL SERVICES	\$14.32	0
020217	PETTY CASH REIMBURSEMENT	BENSENVILLE	20170478	03/16/2017	51050110-532100	PW	PROFESSIONAL SERVICES	\$6.47 <b>60.79</b>	0
PHILLIPS, LYN	NM							60.79	
99									
4757-13756	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$80.00	0
PINEL ANDRE	WS CONSTRUCTION CO							80.00	
99									
4531-29462	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$120.00	0
								120.00	
99	L CONSTRUCTION & RO								
6264-22989	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00	0
6304-30938	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00	0

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
PRESTA CONS	TRUCTION							140.00	
99									
5458-32235	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$80.00 <b>80.00</b>	0
PURALEWSKI, 99	NICHOLAS							00100	
5955-25923	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00 <b>70.00</b>	0
RAYMAR HYDR 7420	AULIC REPAIR							10.00	
15110	RS MOTOR #252	BENSENVILL	E 20170406	03/16/2017	11050420-542410	PW	R & M VEHICLES	\$270.45 <b>270.45</b>	0
	ID BLUE CONSTRUCTIO							270.45	
<b>99</b> 4970-29832	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$80.00	0
								80.00	
RES PUBLICA	GROUP								
<b>1322</b> 1519	STRATEGIC COMMUNICATIONS	CHICAGO	20170351	03/15/2017	11020170-576010	AD	ECONOMIC DEVELOPMENT INITIA	\$4,000.00	0
		0	20110001	00,10,2011				4,000.00	· ·
ROESCH FORD	)							,	
486									
68854FOWG	MODULE FOR VEHICLE #551	BENSENVILL	E 20170488	03/19/2017	11060640-542410	CD	R&M VEHICLES	\$398.05	0
68855FOWG	BOX ASSEMBLY FOR VEHIC;E #551	BENSENVILL	E 20170487	03/19/2017	11060640-542410	CD	R&M VEHICLES	\$354.61	0
69003FOWG	#228 AND #227	BENSENVILL	E 20170380	03/16/2017	51050540-542410	PW	R&M VEHICLES	\$202.26	0
69028FOWG	#228 AND #227	BENSENVILL	E 20170380	03/16/2017	51050540-542410	PW	R&M VEHICLES	\$47.09	0
CM68854FOWG	CREDIT MEMO 68854	BENSENVILL	.E	03/15/2017	51050540-542410		R&M VEHICLES	\$-50.00	0
DEC 2016	ROESCH FORD SALES TAX SHARING	BENSENVILL	E 20164921	03/18/2017	11030110-566090	FN	DEVELOPER REIMBURSEMENTS	\$24,872.00	0
								25,824.01	
RONCO INDUS	TRIAL SUPPLY COMPAN								
58									
6019515-1	CLEANING SUPPLIES	BENSENVILL	E 20164909	03/17/2017	51050570-551110	PW	SMALL TOOLS & EQUIPMENTS	\$116.92	0
6020569-1	PPR TWLS/BATH TSSUE/TRASH LINE			03/16/2017	11040110-552125	PD	MATERIALS/SUPPLIES-CLEANING	\$468.20	0
								585.12	
<b>ROYAL PIPE &amp;</b>	SUPPLY COMPANY								
2980									
S1405188-001	PRESSURE VALVE-LOBBY RESTROC	MELROSE P	Al 20170330	03/16/2017	11040110-542110	PD	R&M BUILDING	\$134.71	0
								÷.•	

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								134.71	
	& SEALCOATING								
99									
5999-33339	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$135.00 <b>135.00</b>	0
S & E INSPECT	IONS INC							135.00	
3642									
6663	JANUARY INSPECTIONS	FRANKLIN PAI	20170399	03/16/2017	11050430-542410	PW	R&M VEHICLES	\$29.00	0
6687	JANUARY INSPECTIONS	FRANKLIN PAI	20170399	03/16/2017	51050540-542410	PW	R&M VEHICLES	\$43.50	0
6688	JANUARY INSPECTIONS	FRANKLIN PAI	20170399	03/16/2017	51050540-542410	PW	R&M VEHICLES	\$29.00	0
6695	JANUARY INSPECTIONS	FRANKLIN PAI	20170399	03/16/2017	11050420-542410	PW	R & M VEHICLES	\$29.00	0
6739	JANUARY INSPECTIONS	FRANKLIN PAI	20170399	03/16/2017	11050430-542410	PW	R&M VEHICLES	\$29.00	0
								159.50	
SAFEBUILT ILL	INOIS, LLC								
1212									
BNSN 0117INSP	<b>INSPECTIONS &amp; PLAN REIVEWS FOR</b>	LOVELAND	20170530	03/24/2017	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$4,523.75	0
BNSN 0117PR	<b>INSPECTIONS &amp; PLAN REIVEWS FOR</b>	LOVELAND	20170530	03/24/2017	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$1,680.00	0
BNSN 1016INSP	INSPECTION & PLAN REVIEW - OCT	LOVELAND	20164906	03/17/2017	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$6,125.00	0
BNSN 1116INSP	INSPECTION & PLAN REVIEW FOR N	LOVELAND	20164907	03/17/2017	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$5,906.25	0
BNSN 12161	<b>INSPECTIONS &amp; PLAN REVIEW - DE</b>	LOVELAND	20164908	03/17/2017	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$5,836.25	0
BNSN-1016PR	<b>INSPECTION &amp; PLAN REVIEW - OCT</b>	LOVELAND	20164906	03/17/2017	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$2,332.60	0
BNSN-1116PR	INSPECTION & PLAN REVIEW FOR N	LOVELAND	20164907	03/17/2017	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$1,495.00	0
BNSN-1216PR	<b>INSPECTIONS &amp; PLAN REVIEW - DE</b>	LOVELAND	20164908	03/17/2017	11060640-549990	CD	OTHER CONTRACTUAL SERVICE	\$3,788.00	0
								31,686.85	
SAFETY KLEEN	I SYSTEMS INC								
906			00470004	00/40/0047				¢000 00	0
72467928	SOLVENT	RICHARDSON	20170384	03/16/2017	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$266.60 <b>266.60</b>	0
SCHINDLER EL								200.00	
99									
6302-25071	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$180.00	0
								180.00	
SCORDATO, PI	ETRA								
99									
5900-310069	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$105.00	0
								105.00	
SIGNS SIGNS	SIGNS INC								

SIGNS, SIGNS, SIGNS, INC

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6363-21753	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$85.00 <b>85.00</b>	0
SKEETER KEL	L SPORTS								
1292									
SKC4326	UNFRMS/ACADEMY/PALASIEWICZ-IN	KENNETT	20170449	03/16/2017	11040340-554810	PD	UNIFORMS - PURCHASE	\$165.00 <b>165.00</b>	0
SP FENCE 99									
5348-32042	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$150.00	0
6273-32042	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$90.00 <b>240.00</b>	0
SPENCER ROC 99	DFS INC								
6045-18268	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00 <b>70.00</b>	0
STANDARD EQ 4236	UIPMENT CO.							10100	
C19351	#279, WIRES BLUE4-SEC	CHICAGO	20170400	03/16/2017	51050540-542410	PW	R&M VEHICLES	\$241.10	0
C19523	#279, WIRES BLUE4-SEC	CHICAGO	20170400	03/16/2017	51050540-542410	PW	R&M VEHICLES	\$115.90 <b>357.00</b>	0
STATE DISBUR 13020	SEMENT UNIT								
021017	CHILD SUPPORT PR WH 2/10/17	CAROL STRE	20170348	03/12/2017	11000000-217500	FN	PAYROLL DEDUCT'N-COURT ORD	\$938.12 <b>938.12</b>	9004420
SUBURBAN HO 99	OME RESTORATION								
5435-32198	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$80.00 <b>80.00</b>	0
SUBURBAN LA	ABORATORIES INC.							00.00	
3008									
141769	NPDES TESTING	GENEVA	20170081	03/15/2017	51050570-543510	PW	LABORATORY TESTING	\$121.50	0
141840	NPDES TESTING	GENEVA	20170081	03/15/2017	51050570-543510	PW	LABORATORY TESTING	\$121.50	0
141977	COLIFORM TESTING/DRINKING WATE	GENEVA	20170080	03/15/2017	51050550-543510	PW	LABORATORY TESTING	\$1,427.00 <b>1,670.00</b>	0
TECTA AMERIC 99	CA ILLINOIS ROOFING L								
<b>99</b> 5932-33242	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$90.00 <b>90.00</b>	0

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TEMPERATUR	RE EQUIPMENT CORPOR								
1203									
4804555-00	PARTS AC/HV UNIT-EDGE JEFFERS	LANSING	20170477	03/16/2017	11174100-542110	SF	R & M HVAC	\$14.16	0
								14.16	
TERMINAL SU	JPPLY CO								
10895									
82489-00	WORK LAMP	TROY	20170413	03/16/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$91.30	0
								91.30	
TERRACE SU	PPLY COMPANY								
3012									
00972447	CYLINDER RENTAL-WELDING	ITASCA	20170109	03/16/2017	11050420-548110	PW	RENTAL & LEASE-EQUIPMENT	\$21.20	0
00972447	CYLINDER RENTAL-WELDING	ITASCA	20170109	03/16/2017	11050490-548110	PW	RENTAL & LEASE-EQUIPMENT	\$21.21	0
00972447	CYLINDER RENTAL-WELDING	ITASCA	20170109	03/16/2017	51050540-548110	PW	RENTAL & LEASE PURCHASE	\$21.14	0
70335268	CYLINDERS	ITASCA	20170397	03/16/2017	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$75.48	0
								139.03	
THE BANK OF	F NEW YORK MELLON								
9765									
252-1994054	AGENT FEE FOR BENSEN14B	DALLAS	20170558	12/27/2016	41090920-717100	FN	FISCAL AGENT'S FEES	\$1,800.00	0
252-2003269	ADMIN FEE BENSENDC05	DALLAS	20170471	03/16/2017	37490920-717100	FN	FISCAL AGENT'S FEES	\$750.00	0
								2,550.00	
THE GOOD CI	RAFTSMAN								
99									
5429-32184	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$40.00	0
								40.00	
THE PATCHIN	G PEOPLE								
99									
5914-18490	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$180.00	0
								180.00	
THE VILLAGE	FLOWER SHOP								
12721									
13613	PLANT-EMMET FLOOD SERVICE	BENSENVILL	E 20170543	03/24/2017	11010010-551110	AD	MATERIALS/SUPPLIES-ADMIN	\$89.50	0
								89.50	
THIRD MILLEI	NNIUM ASSOCIATES INC								
525									
20347	UB MAILING SERVICE-02/03/17	WARRENVILI	_l 20170456	03/16/2017	51030250-549990	FN	OTHER CONTRACTUAL SERVICES	\$1,055.67	0
20347	UB MAILING SERVICE-02/03/17	WARRENVILL		03/16/2017	11020170-572179	FN	COMMUNITY OUTREACH	\$1,058.51	0
		·····	0					2,114.18	Ũ
								2,114.10	

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	ENTAL STATION, INC.								
3016									
545067-1	(15) DUPLICATE KEYS- EDGE ON J	BENSENVILLE		03/16/2017	11174100-542310			\$33.75	0
545319-1	(2) DUPLICA KEYS - OFFICE - ED	BENSENVILLE	20170467	03/16/2017	11174100-542310	SF	R&M EQUIPMENT	\$4.50 <b>38.25</b>	0
THYSSENKRU	JPP ELEVATOR								
11047									
3003007230	ELEVATOR MAINTENANCE- EDGE ON	N ATLANTA	20170441	03/16/2017	11174100-549990	SF	OTHER CONTRACTUAL SERVICE	\$836.95 <b>836.95</b>	0
TODOROVA, O	GERGANA								
99									
6732-12735	BOND REFUND			03/19/2017	75000000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00 <b>70.00</b>	0
	PARKING CONTROL CO								
656									
1553579	CROSSWALK SIGNS-QUOTE Q16076	BROWN DEEF	20170143	03/16/2017	11050420-552610	PW	MATERIALS/SUPPLIES-ST MAINT	\$1,719.78	0
TRAINING CO	NCEPTS, INC							1,719.78	
1343									
29600	MEMBERSHIP FEE-GRIECO-INV #296	SOUTH HOLL	20170450	03/16/2017	11040340-521510	PD	TRAINING PROGRAMS/SESSIONS	\$30.00	0
								30.00	
TREASURY DI	RECT								
11906			00470047	00/10/00/7		-		<b>•</b> ••= ••	0004445
021017	SAVINGS BONDS 2/10/17		20170347	03/12/2017	11000000-213400	FN	PAYROLL DEDUCT'N-SAVINGS BON	\$25.00 <b>25.00</b>	9004415
UMB BANK. F	/B/O PLANMEMBER							25.00	
1346									
021017	PLAN MEMBER CONTRIBUTIONS 2/1	C SHAWNEE MI	20170342	03/12/2017	11000000-213600	FN	PAYROLL DEDUCT'N- PLAN MEMBE	\$1,380.67	9004422
								1,380.67	
UNIFIED TELE	ECOM, INC								
<b>767</b> 115117	CHANGE SHARA DRISCOLL EXT. 119		20170526	03/24/2017	11020180-541310	FN	COMMUNICATION-PHONES (WIREI	\$67.50	0
115117	CHANGE SHARA DRISCOLE EXT. 119	LARE ZURICH	20170520	03/24/2017	11020100-541510	FIN	COMMUNICATION-FROMES (WIREF	<b>67.50</b>	0
UNITED STATI	ES ALLIANCE FIRE PROT							01.00	
99									
6709-34101	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$180.00	0
								180.00	

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					-D. 2/20/2017				
INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
	ELECTRICAL CONSTR								
99									
6510-33672	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$180.00	0
								180.00	
UNIVERSAL FIL	MEXCHANGES								
7128		541140	00470404	00/40/00/7		05		<b>A</b> Q <b>4444</b>	
SING WEEK #2	MOVIE RENTAL FEE "SING" WEEK#	DALLAS	20170434	03/16/2017	11070790-547910	SF	MOVIE RENTAL FEES	\$214.14	0
								214.14	
995	& HEATING SUPPLY CC								
<b>995</b> 10745E	UTILITY MATERIALS	ELK GROVE V	20170386	03/16/2017	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$75.40	0
10745E 10749E	UTILITY MATERIALS	ELK GROVE V		03/16/2017	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$75.40 \$42.25	0
107492	OTIENT MATERIALS		20170300	03/10/2017	51050540-554510	1 VV	SMALL TOOLS & EQUIT MENT	<sup>ψ+2.25</sup> 117.65	0
USABLUEBOOK	<b>,</b>							117.05	
6491									
130335	BLUE MARKING PAINT	GURNEE	20164916	03/17/2017	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$79.90	0
160740	MISC. SUPPLIES	GURNEE	20104910	03/16/2017	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$79.90 \$95.81	0
160902	MISC. FLEET PARTS	GURNEE	20170402	03/16/2017	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$44.57	0
168545	HYDRANT OIL	GURNEE	20170403	03/16/2017	51050570-542310		R&M MATERIALS & EQUIPMENT	\$172.12	0
								392.40	-
VERIZON WIRE	_ESS								
11240									
4420038651-0117	SERVICES FROM 12/24-01/23/17-C	LEHIGH VALLE	20170373	03/15/2017	11020180-541315	FN	CELL PHONE SERVICE & EQUPME	\$4,094.70	0
								4,094.70	
VIKING PRINTIN	G							,	
11179									
12228	BUSINESS CARDS	BENSENVILLE	20170540	03/24/2017	11010030-541160	FN	PRNTG, BINDING & DUPLICAT	\$79.60	0
12228	BUSINESS CARDS	BENSENVILLE	20170540	03/24/2017	11030110-541160	FN	PRNTG, BINDING & DUPLICAT	\$278.70	0
12228	BUSINESS CARDS	BENSENVILLE	20170540	03/24/2017	11060640-541160	FN	PRNTG, BINDING & DUPLICAT	\$278.70	0
								637.00	
VILLAGE OF BE	NSENVILLE								
3100									
021017	POLICE PENSION PR WH 2/10/17		20170356	03/12/2017	11000000-212140	FN	PAYROLL DEDUCT'N-POL PENSION	\$12,460.27	9004418
								12,460.27	
VITAL SIGN, US	A								
99									
6327-21673	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$180.00	0
								180.00	

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	RIA DEL CARMEN								
99									
5500-205356	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$80.00 <b>80.00</b>	0
WAREHOUSE 1077	DIRECT INC								
3359179-0	OFFICE SUPPLIES-INV #3359179-0	DES PLAINES	20170448	03/16/2017	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$110.40	0
3362125-0	OFFICE SUPPLIES/COFFEE SUPPLIE			03/15/2017	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$46.68	0
3362125-0	OFFICE SUPPLIES/COFFEE SUPPLIE			03/15/2017	11060110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$25.10	0
3378213-0	OFFICE SUPPLIES	DES PLAINES		03/24/2017	11030110-551110	FN	MATERIALS/SUPPLIES-ADMIN	\$131.38	0
5576215-0	OFFICE SOFFEIES	DEGTEAINEG	20170520	03/24/2017	11050110-551110			<b>313.56</b>	U
-	TIRE-BENSENVILLE								
3510				00/40/0047				<b>\$</b> 000 00	2
40007559	2 NEW TIRES-SQ #304-INV #40007	BENSENVILLE		03/16/2017	11040110-542410	PD	R&M VEHICLES	\$332.60	0
40007610	(2)TIRES FOR CUSHMAN CART - RE	BENSENVILLE	20170430	03/16/2017	11070720-542310	SF	R & M EQUIPMENT	\$117.46 <b>450.06</b>	0
	RACTOR SALES CO								
8511									
V87396	WIRE REPAIR ON #267 JOHN DEERE	CHICAGO	20170409	03/16/2017	51050540-542410	PW	R&M VEHICLES	\$200.00	0
								200.00	
WHITE, DEBR.	A D								
99				00/40/0047	7500000 000000			<b>*7</b> 4.00	0
6243-311866	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$74.00 <b>74.00</b>	0
WINKLER'S T	REE & LANDSCAPING, IN							14.00	
729									
95310	R-131-16 2016-2017 PARKWAY	LAGRANGE P	20170010	03/15/2017	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$20,572.00	0
95353	R-131-16 2016-2017 PARKWAY	LAGRANGE P	20170010	03/16/2017	11050430-549990	PW	OTHER CONTRACTUAL SERVICE	\$495.00	0
								21,067.00	
WRIGHT, MAR 99	GARET								
6170-200841	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00	0
								70.00	
	IATIONAL CORPORATION								
<b>1288</b> 8214559-00	PART FOR MISSION LOCKER ROOM		20170290	03/16/2017	11174100-542310	SF	R&M EQUIPMENT	\$209.31	0
0214003-00	FART FOR MISSION LOOKER ROOM	DALLAG	20110230	03/10/2017	11174100-042310				0
								209.31	

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# EXPENDITURE APPROVAL LIST

FOR CHECKS DATED: 2/28/2017

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
YOUR FRIENI	DLY SHOPPER								
6022									
269753	LEGAL NOTICE	MACHESNEY	20170302	03/16/2017	11050110-532100	PW	PROFESSIONAL SERVICES	\$29.25	0
269840	LEGAL NOTICE	MACHESNEY	20170302	03/16/2017	11050110-532100	PW	PROFESSIONAL SERVICES	\$29.25	0
271253	PUBLIC HEARING	MACHESNEY	20170549	03/24/2017	11000000-226110	CD	DEPOSITS-CDC-PUBLIC HEARING	\$132.75	0
								191.25	
ZAMORA, FR	ANCISCO								
99									
6343-201672	BOND REFUND			03/19/2017	7500000-226283		DEPOSITS-PERFORMANCE BD RO	\$70.00	0
								70.00	
ZIEBELL WAT	ER SERVICE								
3045									
236209-000	R-144-16 HYDRANT & WATERMAIN P	ELK GROVE	V 20170015	03/15/2017	51050540-552520	PW	WATER MAIN PARTS	\$105.16	0
236314-000	R-144-16 HYDRANT & WATERMAIN P	ELK GROVE	V 20170015	03/15/2017	51050540-552520	PW	WATER MAIN PARTS	\$292.00	0
236432-000	R-144-16 HYDRANT & WATERMAIN P	ELK GROVE	V 20170015	03/16/2017	51050540-552520	PW	WATER MAIN PARTS	\$118.00	0
								515.16	

CHECK TOTAL: 413,748.55

WIRE/MANUAL TOTAL: 352,068.88

EXPENDITURE TOTAL: 765,817.43

TYPE:

#### SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works DATE: February 28, 2017

### **DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with Twin Supplies, Ltd. for the Village Facility Lighting Replacement Project (DCEO Incentive) in the Not-to-Exceed Amount of \$35,000

## SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

\_\_\_\_\_

X Financially Sound Village Quality Customer Oriented Services

X Safe and Beautiful Village

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

## **COMMITTEE ACTION:**

I & E (unanimously approved 6-0)

DATE:

February 21, 2017

## **BACKGROUND:**

The Village owns and maintains Facilities such as Village Hall, Police Station, Public Works Facilities, Edge lce Arena, Aquatic Center, Theater, Redmond Park, etc. These facilities have many components to them that require maintenance, repair, and replacement. When opportunities arise that allow the Village to take advantage of cost savings, we try to capitalize on them.

### **KEY ISSUES:**

The Department of Commerce and Economic Opportunity (DCEO) is a major source of grant funding for the Village when it comes to energy efficiency projects. The Village has capitalized on a number of grants from streetlight replacement, facility lighting retrofits, energy efficient blowers (WWTP), and high efficiency HVAC units just in the last five years.

DCEO recently announced that they are providing a limited time bonus to their lighting grant program under the Public Sector Energy Efficiency Program. This bonus basically doubles the incentive received from the program. The caveats of the bonus are that the projects must be installed by May 8, 2017.

The Village was approached by Twin Supplies, Ltd. to discuss the possibility of taking advantage of the DCEO Bonus incentive to complete three projects that have been on our radar for the past few years. These projects include replacing the light fixtures above the pool, exterior lighting on the Edge I/Aquatic Center, and exterior lighting on the Edge II Facility. Twin Supplies provided price proposals for each project separately.

**Pool Project** - This project includes the replacement of overhead lighting within the pool area. Seventy (70) 400 W Metal Halide fixtures will be replaced with Twenty-eight (28) high efficiency LED fixtures. The proposal also includes all the necessary installation brackets, wiring, and installation costs. As this installation will be over the pool itself, we are recommending having the contractor perform the installation. Cost for this project is \$19,969. The ROI for this project is 1.0 years. Ten Year Payback is \$194,603.

**Edge I /Aquatic Center Exterior Lighting** - This project includes the replacement of seven (7) exterior "wall pack" fixtures that are attached to the exterior walls of the building. The project also includes the replacement of thirteen (13) parking lot fixtures. These fixtures will be replaced with the same fixtures that we anticipate for our standard roadway lighting in order to keep consistency and minimize our stock requirements. The proposed labor cost was \$2,000; however, we feel we can perform this installation with in-house staff. Cost for this project is \$2,889. The ROI for this project is 1.1 years. Ten Year Payback is \$26,162.

**Edge II Exterior Lighting** - This project includes the replacement of twenty (20) exterior "wall pack" fixtures that are attached to the exterior walls of the building. The proposed labor cost was \$2,000; however, we feel we can perform this installation with in-house staff. Cost for this project is \$4,195. The ROI for this project is 0.9 years. Ten Year Payback is \$20,345.

**Redmond Park Exterior Lighting** - This project includes the replacement of nine (9) exterior "wall pack" fixtures that are attached to the exterior walls of buildings within the park. The project also includes the replacement of thirteen (13) parking lot fixtures. These fixtures will be replaced with the same fixtures that we anticipate for our standard roadway lighting in order to keep consistency and minimize our stock requirements. Also included are two (2) flood lights and six (6) canopy lights for the gazebo and stage area. The proposed labor cost was \$3,000; however, we feel we can perform this installation with in-house staff. Cost for this project is \$3,874. The ROI for this project is 2.1 years. Ten Year Payback is \$41,479.

The total cost for all four projects as described (using in-house staff when appropriate) is \$30,926. Staff is requesting an agreement in the amount of \$35,000 to allow for small modifications that may arise during installation as well as final incentive adjustments.

Return on Investment (ROI) analysis is provided as an attachment.

Payment for the work will occur after installation and receipt of the DCEO incentive. Therefore, we should see quick response from the contractor in order for them to get paid quickly.

### ALTERNATIVES:

Discretion of the Village Board

### **RECOMMENDATION:**

At the February 21, 2017 Infrastructure & Environment Committee Meeting, the Committee recommended approval (6-0) of the Resolution.

## **BUDGET IMPACT:**

This was an unexpected and unbudgeted item, however, this incentive is not expected to be repeated. After discussions with Finance Director Thakkar, we have included a budget analysis to this item to identify where we anticipate to fund all the DCEO projects.

#### **ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of a Contract with Twin Supplies, Ltd. for the Village Facility Lighting Replacement Project (DCEO Incentive) in the Not-to-Exceed Amount of \$35,000.

#### ATTACHMENTS:

<b>Description</b>	<u>Upload Date</u>	<u>Type</u>
RES - Village Facility Lighting Replacement (DCEO Incentive)	2/15/2017	Resolution Letter
QUOTE - Pool Project (with backup)	2/15/2017	Backup Material
ROI - Pool Project (with labor)	2/22/2017	Backup Material
QUOTE - Edge I / Aquatic Center Exterior Project	2/15/2017	Backup Material
ROI - Edge I / Aquatic Center Exterior Project (without labor)	2/22/2017	Backup Material
QUOTE - Edge II Exterior Project	2/15/2017	Backup Material
ROI - Edge II Exterior Project (without labor)	2/22/2017	Backup Material
QUOTE - Redmond Exterior Project	2/15/2017	Backup Material
ROI - Redmond Exterior Project (without labor)	2/22/2017	Backup Material
Budget Analysis	2/22/2017	Backup Material
Payback Analysis	2/22/2017	Backup Material

#### **RESOLUTION NO.**

## AUTHORIZING THE EXECUTION OF A CONTRACT WITH TWIN SUPPLIES, LTD. FOR THE VILLAGE FACILITY LIGHTING REPLACEMENT PROJECT (DCEO INCENTIVE) IN THE NOT-TO-EXCEED AMOUNT OF \$35,000

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

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

WHEREAS the Village of Bensenville owns and maintains multiple facilities that require routine maintenance, repair, and replacement of different components, and

WHEREAS the Village of Bensenville, in an effort to preserve its infrastructure, and maintain beautiful facilities for all those who pass through our Village performs preventative maintenance to achieve these goals, and

WHEREAS the Department of Commerce and Economic Opportunity (DCEO) is a State Agency that provides grant incentives on energy efficiency projects, and

WHEREAS the Village of Bensenville desires upgrade our facility lighting fixtures to more efficient LED fixtures, and

WHEREAS DCEO has offered a one-time bonus incentive for agencies that have the ability to purchase and install fixtures prior to May 8, 2017 that will in effect almost double the grant funding, and

WHEREAS the Village of Bensenville desires to hire a contractor to purchase and install these fixtures to assure they will be installed by the May 8 deadline, and

WHEREAS the Village of Bensenville requested proposals our interior lighting contractor (Twin Supplies, Ltd.) on four separate project, and

WHEREAS the Pool Project includes lighting replacement over the pool at an estimated net cost (including labor) of \$19,969, and

WHEREAS the Edge I / Aquatic Center Exterior Lighting Project includes lighting replacement on the exterior of the building and within the parking lot at an estimated net cost (labor to be performed in-house) of \$2,889, and

WHEREAS the Edge II Exterior Lighting Project includes lighting replacement on the exterior of the building at an estimated net cost (labor to be performed in-house) of \$4,195, and WHEREAS the Redmond Park Exterior Lighting Project includes lighting replacement on the exterior of multiple buildings, within the parking lot, and around the gazebo at an estimated net cost (labor to be performed in-house) of \$3,874, and

WHEREAS the total cost of all four projects is \$30,926, and

WHEREAS the Village desires to utilized the services of Twin Supplies, Ltd. for the purchase and installation (where applicable) of the lighting, and

WHEREAS staff requests initiating a contract with Twin Supplies for a not to exceed amount of \$35,000 to account for potential modifications in the field.

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

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing a contract with Twin Supplies, Ltd. of Oak Brook, IL for Village Facility Lighting Replacement Project (DCEO Incentive) for an amount not to exceed \$35,000.

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

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

APPROVED:

Temporary Chairperson

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

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

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

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

# High Efficiency Lighting

Bensenville Public Works

http://twinsupplies.net PHONE: (630) 590-5138

> 717 E. Jefferson Bensenville, IL 60106

1010 JORIE BLVD, Suite 124 FAX: (630) 537-1045

OAK BROOK, IL 60523

EMAIL: info@twinsupplies.net

Ship To

Aquatic Center 545 John Street Bensenville, IL 60106

Total

\$19,968.40

	Customer Contact	Customer Phone				- i
		630-350-3432			Rep	Project
		050 550 5152	J		CS	
	Item	Desc	cription	Qty	Rate	Total
		***AQUATIC CENTER - I	NTERIOR***			
LUX-I	LEDNAT3UNVO10VDIM	LUX-LEDNAT3UNVO10V HIGH BAY, DOUBLE CH UNIVERSAL 120-277 VO DRIVER, WIDE DISTRIB 5000 K, 265 WATTS (DLC	ANNEL, 3 BAR , LT, 0-10V DIMMABLE UTION, 30,728 LUMENS,	28	673.00	18,844.00
LUX-I	LADC4'LEDLENS	LADC 4' LED LENS CLEA	AR ACRYLIC; 1-LAMP/BAR	81	8.80	712.80
LUX-0	CORD 4/10	10' 4 WIRE CORD WHITE	2	28	18.70	523.60
LUX-I	H2-16Y	H2-16Y-H2-16Y 2-16FT A UNIVERSAL ASSEMBLY	DJUSTABLE Y-FIT HOOK	28	43.00	1,204.00
MISC	See Description	NATATORIUM GRADE F	INISH WHITE	28	132.00	3,696.00
LABO	R	LABOR			8,500.00	8,500.00
LIFT C	CHARGE	LIFT CHARGE			600.00	600.00
DCEO	-INCENTIVE		D UPON APPROVAL ek is received from the State o he check will be due to Twin	f	-14,112.00	-14,112.00
Thank	you for your business!		5	Subtotal		\$19,968.40
	Chask of		Sales Ta	x (0.0%)	\$0.00	





http://twinsupplies.net/blog/

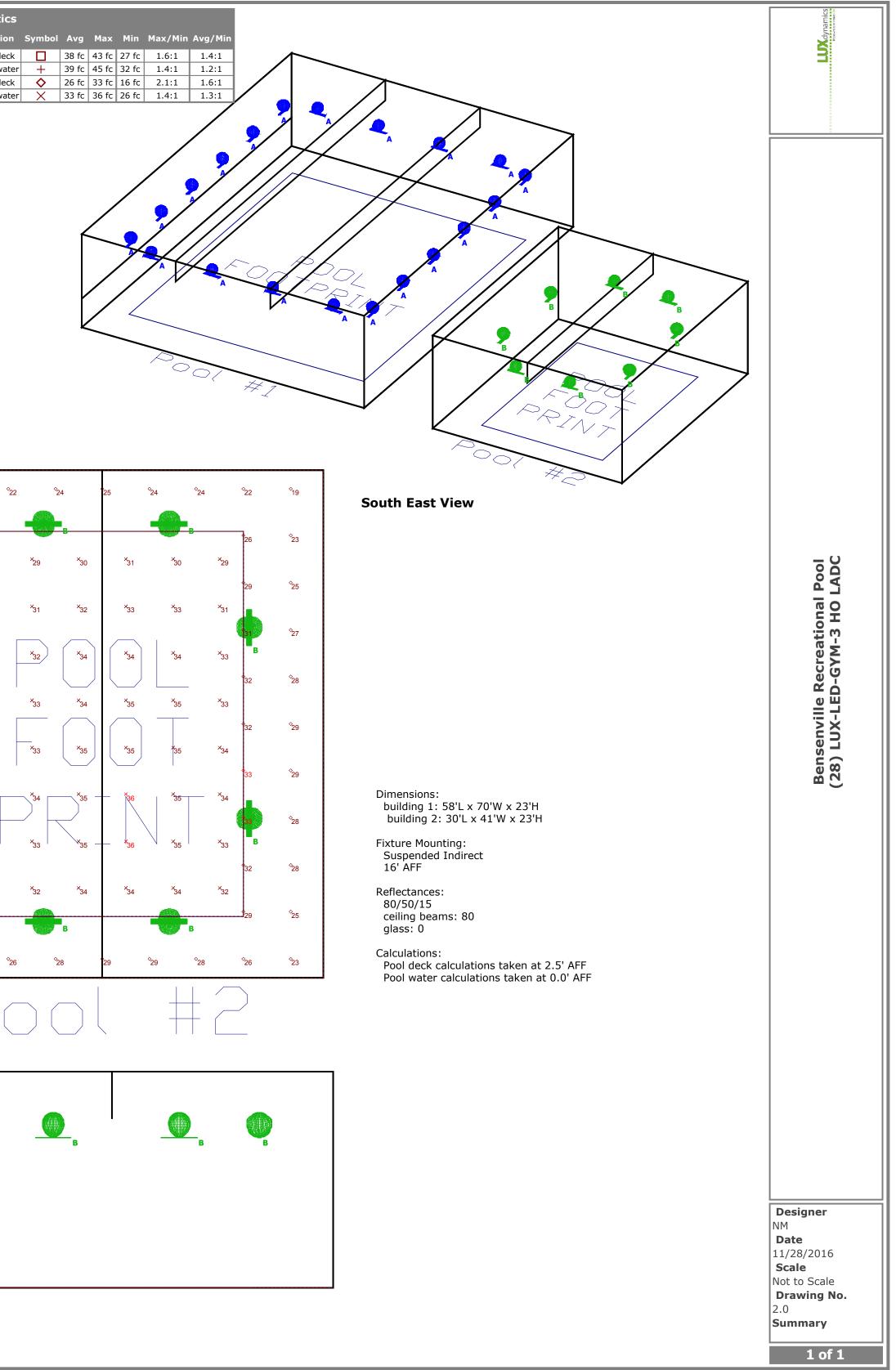


Estimate #

Date

2/15/2017 565-23-181B

hedule Symbol	Label	Quantit 20	y Manufactu Suxess Inc., LUX Dynami		Catalog Numl LED-GYM-3-UN HO LADC		Descriptio 48"L. X 16 HIGH BAY	on "W. X 1.5"H.	_ED	Lamp		Number Lamps	Filename L031601805 (GYM-3 850 LADC).IES	Lamp	er Light Loss Factor 0.9	Wattage 262.63	Statistic Descriptio Pool #1 dec Pool #1 wa
	В	8	Suxess Inc., LUX Dynami	, dba ics	LED-GYM-3-UN HO LADC	V - 850	48"L. X 16 HIGH BAY	"W. X 1.5"H.	_ED			1	L031601805 (GYM-3 850 LADC).IES	R02 27587.58 HO	0.9	262.63	Pool #2 dec Pool #2 wa
<sup>0</sup> 29	<sup></sup> 34	<sup>9</sup> 36	<sup></sup> 36	<sup>-</sup> 37	<sup>0</sup> 39	<sup></sup> 39	<sup>°</sup> 39	<sup></sup> 38	<sup>□</sup> 36	<sup>¤</sup> 36	<sup>□</sup> 35	<sup>°</sup> 34	<sup></sup> 30				
<sup>0</sup> 34	<sup>□</sup> 40	<sup>0</sup> 41	<sup>6</sup> 41	<sup>0</sup> 41	<sup>41</sup>	<sup>□</sup> 41	<sup>°</sup> 42	<sup>-41</sup>	<sup>□</sup> 40	<sup>¤</sup> 41		<sup>□</sup> 39	<sup></sup> 35				
°37	<sup>+</sup> 40	+41	<sup>+</sup> 41	+41	<sup>+</sup> 41	<sup>+</sup> 40	+40	+40	+40	<sup>+</sup> 41	<sup>+</sup> 40	+40					
<sup>0</sup> 38	<sup>+</sup> 42	+43	<sup>+</sup> 43	+41	+40	+39	+39	+40	+41	+42	<sup>+</sup> 43	+42	<sup></sup> 40				
°41	<sup>+</sup> 43	+44	<sup>+</sup> 43	+40	+38	<sup>+</sup> 37	+37	+38	+40	+42	<sup>+</sup> 44	+44	<sup></sup> 42				
<sup>•</sup> 41 A	<sup>+</sup> 44	+44	<sup>+</sup> 42	<sup>+</sup> 39	+36	<sup>+</sup> 35	+35	+36	<sup>+</sup> 39	+42	<sup>+</sup> 45	+44	A □ <sub>43</sub>				
<sup>u</sup> 40	<sup>+</sup> 43	+44	<sup>+</sup> 42	<sup>+</sup> 38	<sup>+</sup> 35	<sup>+</sup> 34	+34	+35	<sup>+</sup> 38	+42	<sup>+</sup> 45	+44	<sup></sup> 43				
₽40	+43	+43	<sup>+</sup> 41	+31	+34	+32	+32	+34	+37	<sup>+</sup> 41	<sup>+</sup> 44	+44	942			<sup>¢</sup> 16	°19
<b>▲</b> <sup>□</sup> 40	+43	+43	<sup>+</sup> 40	+36	+33	+32	+32	+34	+37	<sup>+</sup> 41	<sup>+</sup> 44	+44	▲ <sup>□</sup> 43			<sup>\$</sup> 19	23
<sup>□</sup> 39	<sup>+</sup> 42	+43	<sup>+</sup> 40	<sup>+</sup> 36	+33	<sup>+</sup> 32	+32	+34	- <sup>+</sup> 37	<sup>+</sup> 41	<sup>+</sup> 44	+44	<sup></sup> 43			<sup>\$</sup> 21	×26 *25
<sup>37</sup>	<sup>+</sup> 42	+42	+40	36	34	+32	+32	+34		+41	<sup>+</sup> 43	+44	● <sup>□</sup> 42			°23	×28
<sup>¤</sup> 39	<sup>+</sup> 42	+42	<sup>+</sup> 40	+31	<sup>+</sup> 34	<sup>+</sup> 33	+33	<sup>+</sup> 35	<sup>+</sup> 38	<sup>+</sup> 41	<sup>+</sup> 44	+44	<sup></sup> 43			<sup>\$</sup> 24	*30 *28
₽37	<sup>+</sup> 41	+42	<sup>+</sup> 40	+31	+36	<sup>+</sup> 35	+35	+36	<sup>+</sup> 38	<sup>+</sup> 41	<sup>+</sup> 43	<sup>+</sup> 43	<sup>-42</sup>			<sup>\$</sup> 25	×30 *29
∎ 37	<sup>+</sup> 40	+41	<sup>+</sup> 40	+38	+37	<sup>+</sup> 37	+37	+38	+39	<sup>+</sup> 41	<sup>+</sup> 43	+42	A <sup>1</sup> 41			\$25	×31 29
<sup>0</sup> 37	<sup>+</sup> 39	<sup>+</sup> 41	<sup>+</sup> 40	+39	+39	<sup>+</sup> 39	+39	<sup>+</sup> 39	+40	<sup>+</sup> 41	<sup>+</sup> 42	+41	<sup>□</sup> 40			^24	×31
<sup>1</sup> 34	<sup>+</sup> 37	<sup>+</sup> 39	<sup>+</sup> 39	+39	<sup>+</sup> 39	<sup>+</sup> 39	+39	<sup>+</sup> 39	<sup>+</sup> 39	<sup>+</sup> 40	<sup>+</sup> 39	+39	<sup>□</sup> 37			\$23	8 × <sub>31</sub>
<sup>0</sup> 31	<sup></sup> 37	∎ ∎39	<sup></sup> 38	<sup>□</sup> 38	"39	<sup></sup> 39	<sup>□</sup> 39	<b>A</b> 39	<sup></sup> 39	<sup>¤</sup> 38	<sup>-38</sup>	<sup>¤</sup> 37	<sup></sup> 33			······\$22··	×29
27	32	<sup>°</sup> 34	<sup></sup> 34	<sup></sup> 34	<sup>°</sup> 35	ີ35	<sup>°</sup> 35	<sup>-</sup> 35	<sup>-</sup> 34	<sup>°</sup> 34	-33	<sup>°</sup> 32	29			\$ <sub>19</sub>	°23
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and a second	A	A			A			A				A					B
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#### **Project Name:**

Type:

Notes:

#### Catalog No. LED - GYM - 3 - UNV -- HO -

High-abuse extruded aluminum LED luminaire for use in applications including but not limited to: gymnasiums, sports arenas, natatoriums, aviation, hangars, warehouses and factories.

#### **Optics:**

- 360° Rotatable BARs for Customized Distributions
- Wide 120° Beam Angle for Maximum Uniformity
- Diffuse Lensing Available in Clear and White

#### Mechanical:

- Extruded Aluminum Construction
- Stainless Steel Hardware
- Isolated Driver Channels
- Thermally Independent Heat Sink LED BARs
- Anodized Brite-Dip for Superior Corrosion Resistance
- Ambient Temperature: -40°C to 65.5°C (-40°F to 150°F)
- Polycarbonate Lenses or 10-Gauge Wireguard Optional

#### Electrical:

Input Voltage: 120-277V (347/480V consult factory)

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

0-10V Dimming Standard

#### Listings:

- UL1598 for Damp Locations
- LED Lighting Facts (Link)
- DesignLights Consortium (Link)
- ARRA Compliant (Made In America)

#### Components:

- High-Output Nichia LED Chips
- 90°C Osram Sylvania LED Drivers



#### Warranty:

- Fixture Body: 10 Years
- Electronics: 5 Years

#### Performance:

- 30,728 Nominal Lumens
- 265 Watts
- 116 Lumens/Watt
- TM-21: L(70) > 60,000 Hours

#### Installation:

- Aircraft Cable Suspension
- Pendant Mount
- Surface Mount

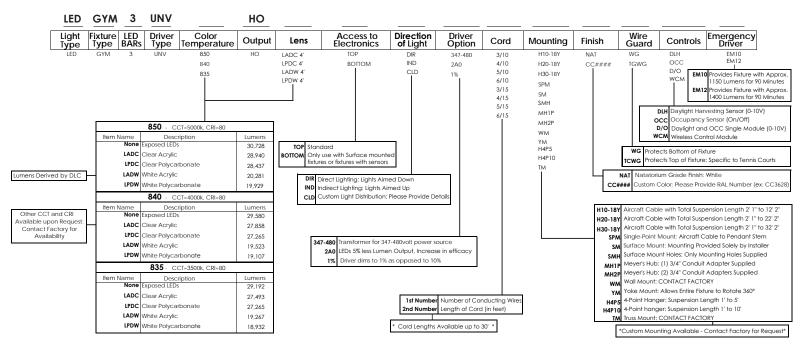
#### Fixture Dimensions:

50"L x 16"W x 1.5"H (127cm x 40.6cm x 3.8cm)

#### **Fixture Weight:**

15 Lbs (6.804 kg)





If any options are not desired, leave blank.

# **Tested Photometrics**

Data Based on Fixture Type: LED-GYM-3-UNV-850-HO-LADC

#### Performance

Power Consumption	265
Total Lumen Output	27,617.08
Lumens Per Watt	104
Spacing Criterion (0-180)	1.24
Spacing Criterion (90-270)	1.34
Spacing Criterion (Diagonal)	1.44

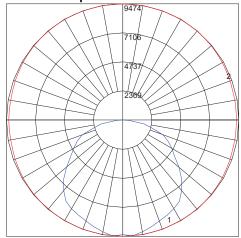
### Coefficients of Utilization - Zonal Cavity Method

RC		8	0				7	0				50				30				10			0
RW	70	50	30	10		70	50	30	10		50	30	10		50	30	10		50	30	10		0
0	119	119	119	119		116	116	116	116		111	111	111		106	106	106		102	102	102		100
1	108	103	99	95		105	101	97	93		97	93	90		93	90	87		89	87	85		83
2	98	90	83	77		96	88	81	76		84	79	74		81	76	72		78	74	71		68
3	89	79	70	64		87	77	69	63		74	67	62		71	65	61		69	64	60		57
4	82	70	61	54		79	68	60	53		66	58	53		63	57	52		61	56	51		49
5	75	62	53	46		73	61	52	46		59	51	45		57	50	45		55	49	44		42
6	69	56	47	40		67	55	46	40		53	45	40		51	44	39		50	44	39		37
7	64	51	42	35		63	50	41	35		48	41	35		47	40	35		45	39	34		32
8	60	46	38	32		58	45	37	31		44	37	31		43	36	31		42	35	31		29
9	56	42	34	28		54	42	34	28		41	33	28		39	33	28		38	32	28		26
10	52	39	31	26		51	38	31	26		37	30	26		37	30	25		36	30	25		23

#### Projected LED Lifetime

L(90)	L(80)	L(70)
>70,000 hours	>150,000 hours	> 250,000 hour

## Polar Graph



Note: Calculated using the zonal cavity method in accordance with IESNA/LM-79 procedures. Above data based on 25°C. Some option/adder configurations affect photometry. \*Contact factory for data on specific configurations.

# **Option/Adder Data**

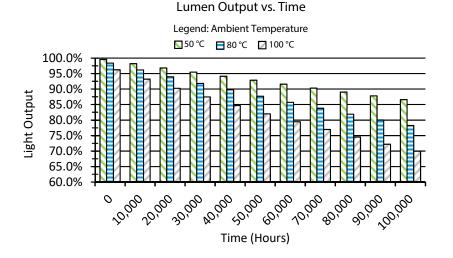
Contact factory for detailed specification sheets on each option/adder. Every option/adder available in 347/480V, contact factory.

Daylight Harvesting & Occupancy Sensor- Dim	Daylight Harvesting Sensor - Dim		Occupancy Sensor - On/Off		Wireless Control Module	
Control Type PIR/Photocell 1-10V	Control Type	Photocell 1-10V	Control Type	PIR Line Voltage	Quantity Needed Per Fixture	1
Ambient Temperature 5°C to 55°C	Ambient Temperature	5°C to 55°C	Ambient Temperature	-10°C to 71°C	Ambient Temperature	-40°C to 55°C
Mounting Height 8' to 40'	Mounting Height	8' to 40'	Mounting Height	15' to 45'	Phone Application	Available

Emergency Batter	y (12-Watt)	Emergency Batte	ery (10-Watt)	1	2A0 Driver	Option	347/480Volt Step-Down	Transformer
Initial Lumen Output	1400 Lumens	Initial Lumen Output	1150 Lumens		Efficacy Increase	Up to 10%	Quantity Needed Per Fixture	1
Ambient Temperature	0°C to 55°C	Ambient Temperature	0°C to 55°C		Light Output	Up to 35% Less	Ambient Temperature	-40°C to 100°C
Illumination Time	90 Minutes	Illumination Time	90 Minutes		Ambient Temperature	-40°C to 40°C		

# **Extreme Temperature Performance**

LED lifetime decreases when installed in high temperature environments. See chart below for high-temp LED lifetime data.



LED Performance at 30,000 Hours (6.8 Years) Projection					
Maintained Ambient Temp.	LED Output				
-40	108%				
-20	106%				
0	102%				
10	101%				
20	99%				
30	99%				
40	98%				
50	97%				
60	96%				
70	95%				
80	93%				
90	91%				
100	88%				

Christopher Skokna: +1 (708) 609-0784 E-mail: chris.skokna@twinsupplies.net

Payback Analysis					
This Analysis is for:	Village of Bense	enville - Pool Inter	ior		
WITH LABOR					
		BEFORE RETROFIT	AFTER RETROFIT		
Total "Before" & "After" Consumption (watts):		30,940	7,420		
Annual Burn Hours/1,000:	burn hours 6,552	6.552	6.552		
Annual Consumption (KW): Cost of Energy per KWH: Annual Energy Cost (Before & After Retrofit)	\$0.100	202,718.88 <u>\$0.100</u> <b>\$20,271.89</b>	48,615.84 <u>\$0.100</u> <b>\$4,861.58</b>		

|--|

Energy savings (Before - After Energy Cost):		\$15,410.30
Maintenance savings (number of fixtures):	81	
Maintenance savings (cost/fixture):	\$50.00	\$4,050.00
Total Annual Savings After Retrofit > > > > > > >	\$19,460.30 **	

Savings Summary and Payback		
Total Annual Savings After Retrofit:	\$19,460.30	]
Cost of Retrofit: Cost Reduction from Rebate: Net Cost of Retrofit > > > > > > > > > > > > > > > > > > >	\$34,080.40 <u>\$14,112.00</u> <b>\$19,968.40</b>	]
Payback (In Years): Payback (In Months):	1.0 12	years months
Return On Investment:	97.46%	]
Total 5 Year Savings (energy + maint):	\$97,301.52	]
Total 10 Year Savings (energy + maint):	\$194,603.04	

\*\* Additional Energy Savings is achieved in air conditioned buildings due to the lower heat output of energy efficient lighting.

# High Efficiency Lighting

Bensenville Public Works

http://twinsupplies.net PHONE: (630) 590-5138

> 717 E. Jefferson Bensenville, IL 60106

1010 JORIE BLVD, Suite 124 FAX: (630) 537-1045

OAK BROOK, IL 60523

EMAIL: info@twinsupplies.net

Ship To Aquatic Center

545 John Street Bensenville, IL 60106

Γ	Customer Contact	Customer Phone				1
F		630-350-3432			Rep	Project
L					CS	
	Item	Dese	cription	Qty	Rate	Total
		***AQUATIC CENTER O	UTDOOR LIGHTING ***	**		
LUME	CON- LWP-FT-25-NW	LUMECON 24 WATT LEI WALL PACK; 2474 LUMI WARRANTY (DLC)		AR 13	255.00	3,315.00
LEOTE	K-GCM2 88W	LEOTEK - 88W LED STRI LUMENS; TYPE 3; 4000K CELL RECEPTACLE 10 YEAR WARRANTY; P (DLC)	; UNV; BRONZE; PHOT		242.36	1,696.52
LUME	CON- SIDE TENON MOUNT	LUMECON - SIDE TENO POWDER COATED****	N MOUNT ****WHITE	7	65.00	455.00
LABOF	R	LABOR (\$2,000)				
DCEO-	INCENTIVE	DCEO-INCENTIVE BASE ***When the incentive chec Illinois, the full amount of t Supplies the next day****	k is received from the Stat		-2,578.30	-2,578.30
Thank y	ou for your business!			Subtotal		\$2,888.22
圓鑽	Check out	some of our projects on c	ur blog.	Sales Ta	x (0.0%)	\$0.00
		tp://twinsupplies.net/blog,	/	Total		\$2,888.22



Date Estimate # 5584-30-19B

2/15/2017

Christopher Skokna: +1 (708) 609-0784 E-mail: chris.skokna@twinsupplies.net

Payback Analysis						
This Analysis is for:	Village of Bense	enville - Pool Exte	erior			
WITHOUT LABOR						
		BEFORE RETROFIT	AFTER RETROFIT			
Total "Before" & "After" Consumption (watts):		5,771	919			
Annual Burn Hours/1,000:	burn hours 4,368	4.368	4.368			
Annual Consumption (KW): Cost of Energy per KWH: Annual Energy Cost (Before & After Retrofi	\$0.100 t) > > > > > > > >	25,206.42 <u>\$0.100</u> <b>\$2,520.64</b>	4,014.19 <u>\$0.100</u> <b>\$401.42</b>			

|--|

Energy savings (Before - After Energy Cost):		\$2,119.22
Maintenance savings (number of fixtures):	20	
Maintenance savings (cost/fixture):	\$25.00	\$500.00
Total Annual Savings After Retrofit > > > > > > > >	\$2,619.22 **	

Savings Summary and Payback		
Total Annual Savings After Retrofit:	\$2,619.22	
Cost of Retrofit: Cost Reduction from Rebate: Net Cost of Retrofit > > > > > > > > > > > > > > > > > > >	\$5,466.52 <u>\$2,578.30</u> <b>\$2,888.22</b>	
Payback (In Years): Payback (In Months):	· · · · · · · · · · · · · · · · · · ·	ears ionths
Return On Investment:	90.69%	
Total 5 Year Savings (energy + maint):	\$13,096.11	
Total 10 Year Savings (energy + maint):	\$26,192.23	

\*\* Additional Energy Savings is achieved in air conditioned buildings due to the lower heat output of energy efficient lighting.

# High Efficiency Lighting

http://twinsupplies.net PHONE: (630) 590-5138 1010 JORIE BLVD, Suite 124 FAX: (630) 537-1045

OAK BROOK, IL 60523

EMAIL: info@twinsupplies.net

Bensenville Public Works 717 E. Jefferson Bensenville, IL 60106

## Ship To

The Edge Ice Arena 735 Jefferson Street Bensenville, IL 60106

Customer Contact	Customer Phone		Г		
	630-350-3432			Rep	Project
	- I	]		CS	
Item	Des	cription	Qty	Rate	Total
	****ICE ARENA****				
LUMECON- LWP-FT-25-NW	LUMECON 24 WATT LE WALL PACK; 2474 LUM 90,000 HRS. 10 YEAR WA	ENS;	20	255.00	5,100.00
INTERMATIC-EK4036S	INTERMATIC - 120-277V PHOTO CELL	PUSH BUTTON LED	20	14.75	295.00
LABOR	LABOR (\$1,700)				
LIFT	LIFT RENTAL (\$300)				
DCEO-INCENTIVE		D UPON APPROVAL k is received from the State of he check will be due to Twin		-1,200.00	-1,200.00
Thank you for your business!			ubtotal	(0.0%)	\$4,195.00
	out some of our projects on http://twinsupplies.net/blog	our blog:			φ0.00
	neep.,, comsupplies.net/blog	<u> </u>	otal		\$4,195.00



Date Estimate # 2/15/2017 5584-30-14B

Christopher Skokna: +1 (708) 609-0784 E-mail: chris.skokna@twinsupplies.net

Payback Analysis				
This Analysis is for:	Village of Bense	nville - Ice Arena	exterior	
WITHOUT LABOR				
		BEFORE RETROFIT	AFTER RETROFIT	
Total "Before" & "After" Consumption (watts):	[	3,978	465	
Annual Burn Hours/1,000:	burn hours 4,368	4.368	4.368	
Annual Consumption (KW): Cost of Energy per KWH:	\$0.100	17,375.90 <u>\$0.100</u>	2,031.12 <u>\$0.100</u>	

Energy savings (Before - After Energy Cost):		\$1,534.48
Maintenance savings (number of fixtures):	20	
Maintenance savings (cost/fixture):	\$25.00	\$500.00
Total Annual Savings After Retrofit > > > > > > > >	>>>>>>>	\$2,034.48 **

Savings Summary and Payback	
Total Annual Savings After Retrofit:	\$2,034.48
Cost of Retrofit: Cost Reduction from Rebate: Net Cost of Retrofit > > > > > > > > > > > > > > > > > > >	\$5,395.00 <u>\$1,200.00</u> <b>\$4,195.00</b>
Payback (In Years): Payback (In Months):	2.1 years 25 months
Return On Investment:	48.50%
Total 5 Year Savings (energy + maint):	\$10,172.39
Total 10 Year Savings (energy + maint):	\$20,344.78

\*\* Additional Energy Savings is achieved in air conditioned buildings due to the lower heat output of energy efficient lighting.

\$203.11

\$1,737.59

# High Efficiency Lighting

http://twinsupplies.net PHONE: (630) 590-5138 1010 JORIE BLVD, Suite 124 FAX: (630) 537-1045

EMAIL: info@twinsupplies.net

OAK BROOK, IL 60523

Estimate # Date 2/15/2017

5584-30-17B

Bensenville Public Works 717 E. Jefferson Bensenville, IL 60106

#### Ship To

Redmond Park 735 E Jefferson St, Bensenville, IL 60106

Total

	Customer Contact	Customer Phone		I		<u> </u>
[		630-350-3432			Rep	Project
L	I		I		CS	
	Item	Desc	cription	Qty	Rate	Total
		***REDMOND PARK***				
LEOTE	EK-GCM2 88W	LEOTEK - 88W LED STRI LUMENS; TYPE 3; 4000K CELL RECEPTACLE 10 YEAR WARRANTY; PL (DLC)	; UNV; BRONZE; PHOTO	13	242.36	3,150.68
LUME	CON- SIDE TENON MOUNT	LUMECON - SIDE TENON ****BRONZE****	N MOUNT	13	65.00	845.00
LUME	CON- LWP-FC-MN-25-NW	LUMECON - 24W LED MI 2470 LUMENS; 8.75" WII (DLC)	INI CUT OFF WALL PACK DE; 10 YR. WARRANTY	; 9	235.00	2,115.00
LUME	CON- LF-RB-25-NW	LUMECON 24W LED ROU 2069 LUMENS 10 YEAR V	UND BACK FLOOD LIGHT WARRANTY (DLC)	r; 2	255.00	510.00
LUME	CON- LC-LG-40-DB-SFM-1	LUMECON "12 X 12" 41 V 4,714 LUMENS; L70; 10 Y	WATT LED CANOPY; DLC 'EAR WARRANTY (DLC)	; 6	315.00	1,890.00
INTER	MATIC-EK4036S	INTERMATIC - 120-277V PHOTO CELL	PUSH BUTTON LED	17	14.50	246.50
LABOI	R	LABOR (\$3,000)				
DCEO-	-INCENTIVE		D UPON APPROVAL is received from the State of he check will be due to Twin		-4,883.50	-4,883.50
Thank	you for your business!			Subtotal		\$3,873.68
		some of our projects on o		Sales Tax	<b>(0.0%)</b>	\$0.00
		tp://twinsupplies.net/blog/	/ -	Total		\$3,873.68





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Payback Analysis
------------------

## This Analysis is for:

Village of Bensenville - Redmond Park Ext

WITHOUT LABOR

		BEFORE RETROFIT	AFTER RETROFIT
Total "Before" & "After" Consumption (watts):		9,433	1,654
Annual Burn Hours/1,000:	burn hours 4,368	4.368	4.368
Annual Consumption (KW):		41,203.78	7,224.67
Cost of Energy per KWH: Annual Energy Cost (Before & After Retrofit) > >	\$0.100	<u>\$0.100</u> <b>\$4,120.38</b>	<u>\$0.100</u> <b>\$722.47</b>

### After Retrofit

Energy savings (Before - After Energy Cost):		\$3,397.91
Maintenance savings (number of fixtures):	30	
Maintenance savings (cost/fixture):	\$25.00	\$750.00
Total Annual Savings After Retrofit >>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>	>>>>>>>	\$4,147.91 **

Total Annual Savings After Retrofit:	\$4,147.91	
Cost of Retrofit: Cost Reduction from Rebate: Net Cost of Retrofit > > > > > > > > > > > > > > > > > > >	\$8,757.18 <u>\$4,883.50</u> <b>\$3,873.68</b>	
Payback (In Years): Payback (In Months):	0.9 11	years months
Return On Investment:	107.08%	]
Total 5 Year Savings (energy + maint):	\$20,739.55	]
Total 10 Year Savings (energy + maint):	\$41,479.11	

\*\* Additional Energy Savings is achieved in air conditioned buildings due to the lower heat output of energy efficient lighting.

# DCEO Incentive Projects - Budget Analysis

Project	Annual Energy Savings	Annual Maintenance Savings	Total Annual Savings	6 month Savings CY2017
Streetlight Replacement	\$29,698.50	\$14,600.00	\$44,298.50	\$22,149.25
Pool Lighting Replacement	\$15,410.30	\$4,050.00	\$19,460.30	\$9,730.15
Edge I / Aquatic Center Exterior Lighting	\$2,119.22	\$500.00	\$2,619.22	\$1,309.61
Edge II Exterior Lighting	\$1,534.48	\$500.00	\$2,034.48	\$1,017.24
Redmond Park Lighting	\$3,397.91	\$750.00	\$4,147.91	\$2,073.96
Edge II Ice Rink Lighting	\$12,768.76	\$2,880.00	\$15,648.76	\$7,824.38
WWTP Admin Building Interior Lighting	\$3,535.02	\$890.00	\$4,425.02	\$2,212.51
TOTAL	\$68,464.19	\$24,170.00	\$92,634.19	\$46,317.10

Project	Project Cost	Project Cost Requested	6 month Savings CY2017	Funds Needed / Shortfall
Streetlight Replacement	\$10,729.13	\$15,000.00	\$22,149.25	-\$7,149.25
Pool Lighting Replacement	\$19,969.00	\$22,500.00	\$9,730.15	\$12,769.85
Edge I / Aquatic Center Exterior Lighting	\$2,889.00	\$3,500.00	\$1,309.61	\$2,190.39
Edge II Exterior Lighting	\$4,195.00	\$4,500.00	\$1,017.24	\$3,482.76
Redmond Park Lighting	\$3,874.00	\$4,500.00	\$2,073.96	\$2,426.05
Edge II Ice Rink Lighting	\$39,917.00	\$40,000.00	\$7,824.38	\$32,175.62
WWTP Admin Building Interior Lighting	\$7,299.00	\$8,000.00	\$2,212.51	\$5,787.49
HVAC Replacement Funds (Delay Project)	-\$40,000.00	-\$40,000.00		-\$40,000.00
REC Fund Savings (Budget Savings)	-\$12,700.00	-\$12,700.00		-\$12,700.00
Streets Operation Budget (Budget Savings)	-\$7,500.00	-\$7,500.00		-\$7,500.00
TOTAL	\$28,672.13	\$37,800.00	\$46,317.10	-\$8,517.10

# DCEO Incentive Projects Payback Analysis

Project	Annual Energy Savings	Annual Maintenance Savings	Total Annual Savings	5 Year Savings	10 Year Savings
Streetlight Replacement	\$29,698.50	\$14,600.00	\$44,298.50	\$221,492.50	\$442,985.00
Pool Lighting Replacement	\$15,410.30	\$4,050.00	\$19,460.30	\$97,301.50	\$194,603.00
Edge I / Aquatic Center Exterior Lighting	\$2,119.22	\$500.00	\$2,619.22	\$13,096.10	\$26,192.20
Edge II Exterior Lighting	\$1,534.48	\$500.00	\$2,034.48	\$10,172.40	\$20,344.80
Redmond Park Lighting	\$3,397.91	\$750.00	\$4,147.91	\$20,739.55	\$41,479.10
Edge II Ice Rink Lighting	\$12,768.76	\$2,880.00	\$15,648.76	\$78,243.80	\$156,487.60
WWTP Admin Building Interior Lighting	\$3,535.02	\$890.00	\$4,425.02	\$22,125.10	\$44,250.20
TOTAL	\$68,464.19	\$24,170.00	\$92,634.19	\$463,170.95	\$926,341.90

Project	Project Cost	Total Annual Savings	Return on Investment ROI (years)	5 Year Savings Minus Project Costs	10 Year Savings Minus Project Costs
Streetlight Replacement	\$10,729.13	\$44,298.50	0.24	\$210,763.37	\$432,255.87
Pool Lighting Replacement	\$19,969.00	\$19,460.30	1.03	\$77,332.50	\$174,634.00
Edge I / Aquatic Center Exterior Lighting	\$2,889.00	\$2,619.22	1.10	\$10,207.10	\$23,303.20
Edge II Exterior Lighting	\$4,195.00	\$2,034.48	2.06	\$5,977.40	\$16,149.80
Redmond Park Lighting	\$3,874.00	\$4,147.91	0.93	\$16,865.55	\$37,605.10
Edge II Ice Rink Lighting	\$39,917.00	\$15,648.76	2.55	\$38,326.80	\$116,570.60
WWTP Admin Building Interior Lighting	\$7,299.00	\$4,425.02	1.65	\$14,826.10	\$36,951.20
TOTAL	\$88,872.13	\$92,634.19	0.96	\$374,298.82	\$837,469.77

**TYPE:** Resolution

## SUBMITTED BY:

<u>Joe Caracci</u>

DEPARTMENT: Public Works DATE: February 28, 2017

## **DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with BA Lighting, LLC for the Village Roadway Streetlight Replacement Project (DCEO Incentive) in the Not-to-Exceed Amount of \$15,000

#### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

\_\_\_\_\_

X Financially Sound Village Quality Customer Oriented Services

X Safe and Beautiful Village

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

## **COMMITTEE ACTION:**

I & E (unanimously approved 6-0)

DATE:

February 21, 2017

### BACKGROUND:

The Village owns and maintains 483 Roadway (cobra head) streetlights throughout the Village. These lights are all located on either concrete or aluminum poles. ComEd maintains 393 Roadway (cobra head) streetlights throughout Bensenville. The ComEd lights are all located on wood utility poles.

Two years ago, the Village participated in a ComEd pilot project that included the replacement of all the ComEd lights with new LED fixtures. This project was completed in 2016.

Of the 483 Village owned lights, only a handful (<10) are LED. Most of the lights are high pressure sodium or metal halide. Newer LED fixtures are more energy efficient and have a longer life span.

#### **KEY ISSUES:**

The Department of Commerce and Economic Opportunity (DCEO) is a major source of grant funding for the Village when it comes to energy efficiency projects. The Village has capitalized on a number of grants from streetlight replacement, facility lighting retrofits, energy efficient blowers (WWTP), and high efficiency HVAC units just in the last five years.

DCEO recently announced that they are providing a limited time bonus to their lighting grant program under the Public Sector Energy Efficiency Program. This bonus basically doubles the incentive received from the program. The caveats of the bonus are that the projects must be installed by May 8, 2017.

Two of our lighting contractors (BA Lighting and Twin Supplies) have contacted us to capitalize on this program for our roadway street lighting. Both have recommended cobra head fixtures that they thought could provide us with the best incentive package and final product. All the fixtures drastically reduce our energy consumption (and thus drive up the grant incentives), come with a ten (10) year warranty, and provide necessary lumen counts for our needs.

We asked each contractor to submit proposals on four fixtures. These included Leotek CG Series, Leotek E-Cobra Series, Cree LEDway Series, and Phillips RoadFocus Series. The compared prices included cost of 483 fixtures, 483 photocells, installation, and a credit for the DCEO incentive. The results are as follows:

Fixture	BA Lighting, LLC	Twin Supplies, Ltd.
LeoTek GCM2/GC1	\$10,729.13	\$41,283.37
LeoTek EC3/EC7	\$41,535.84	\$46,881.72
Cree XSPC1/XSPC2	\$42,180.90	\$186,867.48

Based on the proposals, staff recommends moving forward with BA Lighting, LLC on the LeoTek GCM2 / GC1 Combination. We also recommend approving a slightly higher cost to the contractor to give staff some leverage on utilizing slightly larger fixtures at different locations if it will produce better light (i.e. intersections). Staff recommends a contract in the amount of \$15,000.

Payment for the work will occur after installation and receipt of the DCEO incentive. Therefore, we should see quick response from the contractor in order for them to get paid quickly.

An analysis of the Return on Invest (ROI) was performed and is attached to this item. The ROI for this project is 0.25 years or 3 months. Ten Year Payback is \$442,985.

### ALTERNATIVES:

Discretion of the Village Board.

#### **RECOMMENDATION:**

At the February 21, 2017 Infrastructure & Environment Committee Meeting, the Committee recommended approval (6-0) of the Resolution.

#### **BUDGET IMPACT:**

This was an unexpected and unbudgeted item. However, this incentive is not expected to be repeated. To be able to take advantage of replacing 483 fixtures for under \$15,000 is recommended. The ROI is 3 months on this project and energy savings should be realized to pay for this project within the budget year. After discussions with Finance Director Thakkar, we have included a budget analysis to this item to identify where we anticipate to fund all the DCEO projects.

### **ACTION REQUIRED:**

Approval of a Resolution authorizing the execution of a contract with BA Lighting, LLC for the Village Roadway Streetlight Replacement Project (DCEO Incentive) in the not-to-exceed amount of \$15,000.

#### ATTACHMENTS:

<b>Description</b>	<u>Upload Date</u>	<u>Type</u>
RES - Village Roadway Lighting Replacement (DCEO Incentive)	2/15/2017	Resolution Letter
MAP - Roadway Lighting Replacement	2/15/2017	Backup Material
ROI - Recommended Streetlisght	2/22/2017	Backup Material
QUOTE - LeoTek Recommended	2/14/2017	Backup Material
QUOTE - LeoTek Not Recommended	2/14/2017	Backup Material
QUOTE - Cree Not Recommended	2/14/2017	Backup Material
QUOTE - Phillips Not Recommended	2/14/2017	Backup Material
Budget Anaylsis	2/22/2017	Backup Material
Payback Analysis	2/22/2017	Backup Material

#### **RESOLUTION NO.**

## AUTHORIZING THE EXECUTION OF A CONTRACT WITH BA LIGHTING, LLC FOR THE VILLAGE ROADWAY LIGHTING REPLACEMENT PROJECT (DCEO INCENTIVE) IN THE NOT-TO-EXCEED AMOUNT OF \$15,000

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

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

WHEREAS the Village of Bensenville owns and maintains 483 roadway lighting fixtures (cobra heads) throughout the Village, and

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

WHEREAS the Department of Commerce and Economic Opportunity (DCEO) is a State Agency that provides grant incentives on energy efficiency projects, and

WHEREAS the Village of Bensenville desires upgrade our roadway fixtures to more efficient LED fixtures, and

WHEREAS DCEO has offered a one-time bonus incentive for agencies that have the ability to purchase and install fixtures prior to May 8, 2017 that will in effect almost double the grant funding, and

WHEREAS the Village of Bensenville desires to hire a contractor to purchase and install these fixtures to assure they will be installed by the May 8 deadline, and

WHEREAS the Village of Bensenville requested proposals from two lighting contractors that the Village has had success with in the past five years, and

WHEREAS BA Lighting, LLC provided the best price for the recommended fixture in the amount of \$10,729.13, which includes purchase of the fixture, installation, and the anticipated DCEO incentive credit, and

WHEREAS the Village desires to utilized the services of BA Lighting, LLC for the purchase and installation of the roadway lighting, and

WHEREAS staff requests initiating a contract with BA Lighting for a not to exceed amount of \$15,000 to account for potential modifications in the field.

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

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing a contract with BA Lighting, LLC of Lake Zurich, IL for Village Roadway Lighting Replacement Project (DCEO Incentive) for an amount not to exceed \$15,000.

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

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

APPROVED:

Temporary Chairperson

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

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

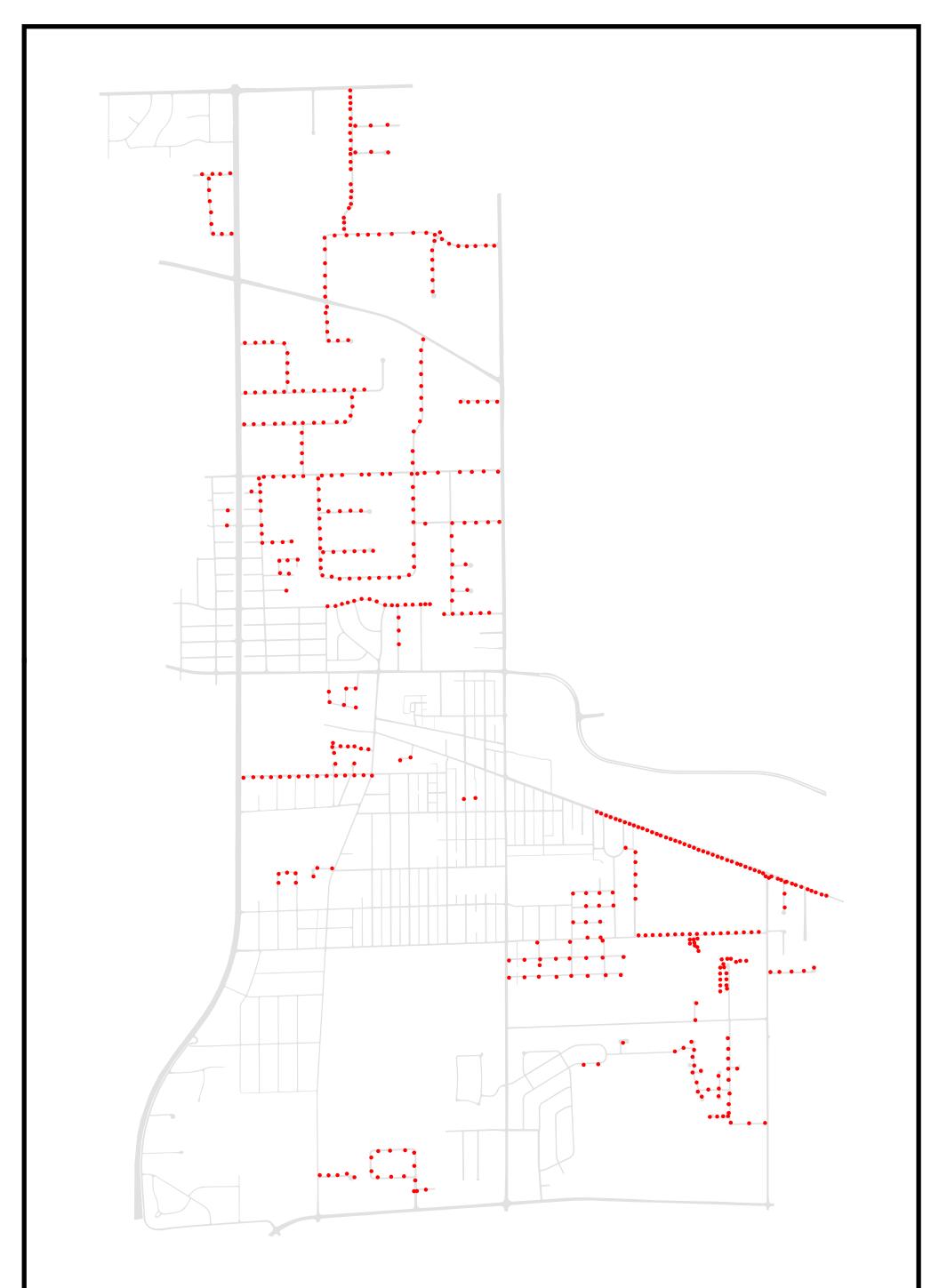
NAYS: \_\_\_\_\_

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



# Village of Bensenville

Village-owned "Cobra Head" Street Lights- 483 total



# BALIGHTING

**Energy Savings** 

kWh Rate (Including Demand Charges)	\$0.08	
Annual Burn Hours	4,380	
Fixture Count (Current)	438	
Fixture Count (Proposed)	438	
Total Watts (Current)	124,650.00	
Total Watts (Proposed)	39,894.00	
Total (Current) kWh	545,967.00	
Total (Proposed) kWh	174,735.72	
kWh Savings	371,231.28	
Estimated Annual Energy Savings	\$29,698.50	

Incentives

Publi	c Sector Incentive	\$127,463.49

## **Financial Analysis**

#### **Project Cost**

Material + Installation (Total Turnkey)	\$138,192.62

	Materials Only
Public Sector Incentive	\$127,463.49
Annual Energy Savings	\$29,698.50
Annual Lamp/Ballast Cost Savings	\$14,600.00
Cost of Project After Incentive	\$10,729.13

Payback In Years (Materials Only)

# BALIGHTING

JA

## BA Lighting, LLC 732 Telser Rd. Lake Zurich, IL 60047

P: 847.533.2848 F: 847.847.1808

Rep

Date	Estimate #
1/11/2017	1288

Estimate

#### Name / Address

Bensenville ATTN: Joseph Caracci 711 E. Jefferson St. Bensenville, IL 60105

	i				
QTY	Manufacturer	Part/Item	DESCRIPTION		TOTAL
408	LeoTek	GCM2 Cobra Head *1288	Cobra Head, Type 3, 40F, Dark Bronze, 700mA Photocell	242.3574	98,881.82
30	LeoTek	GC1 Cobra Head *1288	Cobra Head, Type 3, Dark Bronze, 700mA	242.36	7,270.80
1		Installation	Installation, Lift Truck, Removal of Old Fixtures	32,040.00	32,040.00
438	LeoTek	Photcells	LeoTek Photocell	0.00	0.00
	DCEO	Incentive	DCEO Incentive *Original Bonus \$60,659.76 **DCEO Bonus \$66,803.73 Total Incentive: \$127,463.49	-127,463.49	-127,463.49
			Sales Tax	7.50%	0.00

Village of Bensenville Street Lights LeoTek GC Fixtures	<b>Total</b> \$10,729.13
---------------------------------------------------------	--------------------------

Terms & Conditions:

1. QUOTE SUBJECT TO APPROVAL. WE ARE NOT RESPONSIBLE FOR ERRORS & OMISSIONS.

2. 50% DUE UPON EXECUTION, 50% DUE UPON DELIVERY OF PRODUCT.

3. REQUESTED BALLAST MANUFACTURER QUOTED ONLY WHERE INDICATED.

4. ONLY OPTIONS LISTED ARE INCLUDED, UNLESS OTHERWISE INDICATED.

5. ALL PRICING BASED ON ORDERING COMPLETE BA LIGHTING PACKAGE.

6. ANY DEVIATION IS SUBJECT TO REQUOTE.

7. TERMS & CONDITIONS SUBJECT TO CHANGE WITHOUT NOTICE.

8. STANDARD FINISHES QUOTED UNLESS OTHERWISE INDICATED.

9. ALL MATERIALS QUOTED INCLUDE THE MANUFACTURERS GUARANTEED WARRANTY.

10. ORDERS MUST INCLUDE ONE OF THE FOLLOWING: APPROVED DRAWINGS / SPECIFICATIONS, WAIVER OF APPROVED DRAWINGS / SPECIFICATIONS, OR INDICATE DRAWINGS NOT REQUIRED. IF NONE OF THE ABOVE IS STATED, ORDER IS PROCESSED AS NO DRAWINGS REQUIRED / WAIVED.

Quotation prepared by: BA Lighting, LLC

This is a quotation on the goods named.

To Accept this Quotation, sign here:

Signature

# BALIGHTING

JA

## BA Lighting, LLC 732 Telser Rd. Lake Zurich, IL 60047

P: 847.533.2848 F: 847.847.1808

Rep

Date	Estimate #
1/11/2017	1288

Estimate

#### Name / Address

Bensenville ATTN: Joseph Caracci 711 E. Jefferson St. Bensenville, IL 60105

	i				
QTY	Manufacturer	Part/Item	DESCRIPTION		TOTAL
408	LeoTek	GCM2 Cobra Head *1288	Cobra Head, Type 3, 40F, Dark Bronze, 700mA Photocell	242.3574	98,881.82
30	LeoTek	GC1 Cobra Head *1288	Cobra Head, Type 3, Dark Bronze, 700mA	242.36	7,270.80
1		Installation	Installation, Lift Truck, Removal of Old Fixtures	32,040.00	32,040.00
438	LeoTek	Photcells	LeoTek Photocell	0.00	0.00
	DCEO	Incentive	DCEO Incentive *Original Bonus \$60,659.76 **DCEO Bonus \$66,803.73 Total Incentive: \$127,463.49	-127,463.49	-127,463.49
			Sales Tax	7.50%	0.00

Village of Bensenville Street Lights LeoTek GC Fixtures	<b>Total</b> \$10,729.13
---------------------------------------------------------	--------------------------

Terms & Conditions:

1. QUOTE SUBJECT TO APPROVAL. WE ARE NOT RESPONSIBLE FOR ERRORS & OMISSIONS.

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Quotation prepared by: BA Lighting, LLC

This is a quotation on the goods named.

To Accept this Quotation, sign here:

Signature

# High Efficiency Lighting

http://twinsupplies.net PHONE: (630) 590-5138 1010 JORIE BLVD, Suite 124 FAX: (630) 537-1045

OAK BROOK, IL 60523

EMAIL: info@twinsupplies.net

Bensenville Public Works

717 E. Jefferson Bensenville, IL 60106

## Ship To

Village of Bensenville 717 E. Jefferson Attn: Rick Radde Bensenville, IL 60106

	Customer Contact	Customer Phone		1		
		630-350-3432			Rep	Project
					CS	
	Item	Dese	cription	Qty	Rate	Total
		***STREETLIGHTS - LEC PHOTOCELL***	TEK FIXTURE WITH			
LEOT	EK-88W	LEOTEK - 88W LED STRI LUMENS; TYPE 2; 4000K CELL RECEPTACLE 10 YEAR WARRANTY (D	; UNV; BRONZE; PHOTO	408	294.54	120,172.32
LEOT	EK-132W	LEOTEK - 132W LED STF LUMENS; TYPE 2; 4000K CELL RECEPTACLE 10 YEAR WARRANTY (D	; UNV; BRONZE; PHOTO	30	324.08	9,722.40
INTEF	RMATIC-LED4536SC.	INTERMATIC 120V-305V LED OUTDOOR STREET		438	22.00	9,636.00
LABO	R	LABOR			37,250.00	37,250.00
LIFT (	CHARGE	LIFT RENTAL CHARGE			3,000.00	3,000.00
ADMI	N, BOND FEES	BOND: BID, PERFORMA VILLAGE)	NCE (IF REQUIRED BY		4,000.00	4,000.00
DCEO	-INCENTIVE	D UPON APPROVAL OF ***When the incentive check of the check will be due to ****		-138,497.35	-138,497.35	
Thank	you for your business!		Si	ubtotal	II	\$45,283.37
	Check o	ut some of our projects on c	Sa	ales Ta	x (0.0%)	\$0.00
		http://twinsupplies.net/blog,	,	otal		\$45,283.37



2/7/2017 14997AA





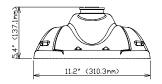
Project Type Catalog No.

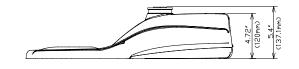
# GreenCobra<sup>®</sup> Midsize LED Street Light GCM F-Series

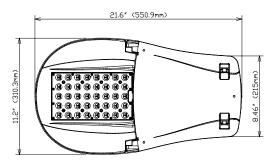
#### **Luminaire Data**

 Weight
 10 lbs [4.6 kg]

 EPA
 0.44 ft<sup>2</sup>







#### **Ordering Information**

Sample Catalog No. GCM1 30F MV NW 2 GY 700 PCR7 WL

Pr	oduct	LED		/oltage		Color	Di	stribution	F	inish	C	rive		Options
	Juuci	No. & Type	voitage		Temperature			Distribution		FIIISII		rrent <sup>1</sup>		Options
GCM1	30F@ 350 to 700mA	30F	MV HV	120-277V 347-480V	WW NW CW	3000K 4000K 5000K	2 3	Type 2 Type 3	GY DB BK	Gray Dark Bronze Black	350 <sup>2</sup> 530 <sup>2</sup> 700 1A <sup>3</sup>	350mA 530mA 700mA 1A	FDC <sup>4</sup> LPCR PCR5 <sup>5</sup>	Fixed Drive Current Less Photocontrol Receptacle ANSI 5-wire Photo-
GCM2	30F@ 700mA to	40F							DK	DIdUK	IA	IA	PCR5	ANSI 5-Wile Photo- control Receptacle ANSI 7-wire Photo- control Receptacle
	1A, 40F @												PCR5-CR <sup>6</sup>	Control Ready 5-wire PC Receptacle
	700mA to 1A												PCR7-CR <sup>6</sup>	Control Ready 7-wire PC Receptacle
													WL 4B	Utility Wattage Label 4-Bolt Mounting Bracket
													DSC RWG	Door Safety Cable Rubber Wildlife Guar

Notes:

- 1 Factory set drive current, field adjustable standard. Refer to Performance Data Table. Consult factory if wattage limits require a special drive current.
- 2 350mA and 530mA drive current available with GCM1 only.
- 3 1A drive current available with GCM2 only.
- 4 Non-field adjustable, fixed drive current. Specify required drive current. Not available with PCR5-CR or PCR7-CR options.
- 5 Field adjustable current selector included. Wireless node dimming is disabled, field changeable connectors included to enable dimming with PCR5/7.
- 6 Control-ready wiring at factory for wireless node dimming. Default maximum drive current (700mA or 1A) must be specified.
- 7 Flush mounted house side shield. Shield cuts light off at 1/2 mounting height behind luminaire.
- 8 Flush mounted cul-de-sac shield. Shield cuts light off at 1/2 mounting height behind luminaire and 1-1/2 mounting height on either side of luminaire.

9 Specify Color (GY, DB, BK)

10 Specify MV (120-277V) or HV (347V-480V)

#### Accessories\*

HSS <sup>7</sup>	House Side Shield, Snap-On*
CSS <sup>8</sup>	Cul-De-Sac Side Shield, Snap-On*
SPB <sup>9</sup>	Square Pole Horizontal Arm Bracket
RPB <sup>9</sup>	Round Pole Horizontal Arm Bracket
PTB <sup>9</sup>	Pole Top Tenon Horizontal
	Arm Bracket
WB <sup>9</sup>	Wall Horizontal Arm Bracket
BSK	Bird Deterrent Spider Kit
<b>PC</b> <sup>10</sup>	Twist Lock Photocontrol
LLPC <sup>10</sup>	Long-Life Twist Lock Photocontrol
SC	Twist Lock Shorting Cap

\*Accessories are ordered separately and not to be included in the catalog number. For factory installed HSS, CSS specify as option in luminaire catalog number.





# GreenCobra<sup>™</sup> Midsize LED Street Light GCM

#### **Luminaire Specifications**

#### Housing

Die cast aluminum housing with universal two-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. One-piece aluminum housing provides passive heat-sinking of the LEDs and has upper surfaces that shed precipitation. Four-bolt mounting bracket is available. Mounting provisions meet 3G vibration per ANSI C136.31-2001 Normal Application, Bridge & Overpass. Mounting has leveling adjustment from ± 5° in 2.5° steps. Electrical components are accessed without tools via a highstrength, non-conductive polycarbonate door with guick-release latches. Polycarbonate material meets UL 746C for outdoor usage. Available rubber wildlife guard (RWG option) conforms to mast arm with no gaps.

#### **Light Emitting Diodes**

Hi-flux/Hi-power white LEDs produce a minimum of 90% of initial intensity at 100,000 hours of life based on IES TM-21. LEDs are tested in accordance with IES LM-80 testing procedures. LEDS have correlated color temperature of 3000K (WW), 4000K (NW), or 5000K (CW) and 70 CRI minimum. LEDs are 100% mercury and lead free.

#### **Optical Systems**

Micro-lens optical systems produce IESNA Type 2 or Type 3 distributions and are fully sealed to maintain an IP66 rating. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optional house side shield cuts light off at 1/2 mounting height behind luminaire. Cul-de-sac shield provides back and side light control for end of cul-de-sac applications. Both shields are field installable without tools.

#### Flectrical

Rated life of electrical components is 100,000 hours. Uses isolated power supply that is 1-10V dimmable. Power supply is wired with quick-disconnect terminals. LED drive current can be changed in the field to adjust light output for local conditions (not available with PCR5-CR or PCR7-CR options). Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 6 to 14 gauge wire. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA.

#### Controls

104

88

138

3-Wire photocontrol receptacle is standard. ANSI C136.41 5-wire (PCR5) or 7-wire (PCR7) photocontrol receptacles are available. All photocontrol receptacles have tool-less rotatable bases. Wireless control module is provided by others.

#### Finish

Housing receives a durable, fade-resistant polyester powder coat finish. Finish tested to withstand 3000 hours in salt spray exposure per ASTM B117. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

#### Listings/Ratings/Labels

Luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium™ qualified 120-277V product. International Dark Sky Association listed.<sup>2</sup> Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C. Assembled in the U.S.A.

#### Photometry

Luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures. IES files for all CCTs are available at leotek.com.

#### Warranty

B2 UO G2

B2 U0 G2

B2 U0 G2

10-year limited warranty is standard on luminaire and components.

> Type 3 BUG Rating B1 U0 G1 B2 U0 G2 B2 U0 G2

B2 UO G2

B2 UO G2

B2 U0 G2

B2 U0 G2

ata nominal. IES file	es for all CCTs are availabl	le at leotek.com.			Type 2
No. of LEDs & Type	Drive Current (mA)	System Wattage (W)	Delivered Lumens (Lm)	Efficacy (Lm/W) <sup>1</sup>	BUG Rating
	350	36	3900	108	B1 U0 G1
GCM1 30F	530	53	5620	106	B1 U0 G1
	700	69	7000	100	B2 U0 G2
	700	69	7000	100	B2 UO G2

#### Performance Data: 3000K (WW)

GCM2 30F

**GCM2 40F** 

1000

700

1000

Performance Data: 4000K (NW) and 5000K (CW)

	s for all CCTs are availabl	Type 2	Type 3			
No. of LEDs & Type	Drive Current (mA)	System Wattage (W)	Delivered Lumens (Lm)	Efficacy (Lm/W) <sup>1</sup>	BUG Rating	BUG Rating
	350	36	4100	114	B1 U0 G1	B1 U0 G1
GCM1 30F	530	53	5600	106	B1 U0 G1	B2 U0 G2
	700	69	6950	101	B2 U0 G2	B2 U0 G2
CCM2 205	700	69	6950	101	B2 UO G2	B2 UO G2
GCM2 30F	1000	107	9100	85	B2 UO G2	B2 UO G2
GCM2 40F	700	94	9400	100	B2 U0 G2	B2 U0 G2
GCIMZ 40F	1000	137	11750	86	B2 U0 G2	B2 U0 G2

9200

9000

12000

88

102

87

Notes:

1 Nominal lumens. Normal tolerance ± 10% due to factors including distribution type, LED bin variance, and ambient temperatures.

2 Not all versions DLC qualified. Consult qualified product list at www.designlights.org for latest product listing.

© 2016 Leotek Electronics USA. GCM\_Spec\_Sheet\_121316. Specifications subject to change without notice.



# GreenCobra™ LED Street Light GC1

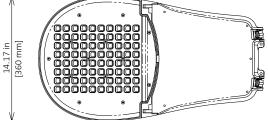
#### **Luminaire Data**

 Weight
 21 lbs [9.5 kg]

 EPA
 0.9 ft<sup>2</sup>



# 25.59 in [650 mm]



#### **Ordering Information**

Sample Catalog No. GC1 60F MV NW 2 GY 350 BSK RPB FDC

Product	No. & Type of LEDs	<b>Voltage</b> <sup>6</sup>			Color Temperature		Distribution		Finish <sup>2</sup>		rive rrent <sup>1</sup>		Options
GC1	20F 30F 40F 60F 80F	MV HV	120-277V 347-480V	ww NW CW	3000K 4000K 5000K	23	Туре 2 Туре 3	GY DB BK	Gray Dark Bronze Black	350 530 700 1A <sup>3</sup>	350mA 530mA 700mA 1A	HSS <sup>4</sup> FDC <sup>5</sup> LPCR PCR5 PCR7 PCR5-CR PCR7-CR	House Side Shield (Factory Installed) Fixed Drive Current Less Photocontrol Receptacle ANSI 5-wire Photocontrol Receptacle ANSI 7-wire Photocontrol Receptacle Control Ready 5-wire Photocontrol Receptacle Control Ready 7-wire Photocontrol Receptacle PCR Shorting Cap Utility Wattage Label

#### Notes:

- 1 Factory set drive current, field adjustable standard. Refer to Performance Data Table Consult factory if wattage limits require a special drive current.
- 2 Gray, Black and Dark Bronze standard, consult factory for other finishes.
- 3 1A drive current only available with 40F.
- 4 Flush mounted house side shield factory installed. Shield cuts light off at 1/2 mounting height behind luminaire.
- 5 Non-field adjustable, fixed drive current.
- 6 MV is DLC qualified. HV is DLC qualified on request, consult factory.
- 7 Flush mounted house side shield. Shield cuts light off at 1/2 mounting height behind luminaire. Specify Model and Color.
- 8 Specify Color (GY, DB, BK)
- 9 Specify MV (120-277V) or HV (347V-480V)

#### House Side Shield HSS7 SPB<sup>8</sup> Square Pole Horizontal Arm Bracket Round Pole Horizontal Arm Bracket RPB<sup>8</sup> PTB<sup>8</sup> Pole Top Tenon Horizontal Arm Bracket Wall Horizontal Arm Bracket BSK Bird Deterrent Spider Kit PC<sup>9</sup> Twist Lock Photocontrol LLPC<sup>9</sup> Long-Life Twist Lock Photocontrol

Accessories\*

SC Twist Lock Shorting Cap

\*Accessories are ordered separately and not to be included in the catalog number





# GreenCobra™ LED Street Light GC1

#### **Luminaire Specifications**

#### Housing

Die cast aluminum housing with universal four-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. Aluminum housing provides passive heat-sinking of the LEDs and has upper surfaces that shed precipitation. Mounting provisions meet 3G vibration per ANSI C136.31-2001 Normal Application, Bridge & Overpass. Mounting has leveling adjustment from + 10° to -5° in 2.5° steps and integral bubble level standard. Electrical components are accessed without tools and are mounted on removable power door with stainless steel latches. Standard rubber wildlife guard conforms to mast arm with no gaps.

#### **Light Emitting Diodes**

Hi-flux/Hi-power white LEDs produce a minimum of 90% of initial intensity at 100.000 hours of life based on IES TM-21. LEDs are tested in accordance with IES LM-80 testing procedures. LEDs have correlated color temperature of 3000K (WW), 4000K (NW), or 5000K (CW) and 70 CRI minimum. LEDs are 100% mercury and lead free.

#### **Optical Systems**

Micro-lens optical systems produce IESNA Type 2 or Type 3 distributions and are fully sealed to maintain an IP66 rating. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optional house side shield cuts light off at 1/2 mounting height behind luminaire.

#### Electrical

Rated life of electrical components is 100,000 hours. Uses isolated power supply that is 1-10V dimmable. Power supply is wired with quickdisconnect terminals. LED drive current can be changed in the field to adjust light output for local conditions (not available with PCR5-CR or PCR7-CR options). Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 6 to 14 gauge wire and is aligned for strait wire entry. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA.

#### Controls

3-Wire photocontrol receptacle is standard. ANSI C136.41 5-wire (PCR5) or 7-wire (PCR7) photocontrol receptacles are available. All photocontrol receptacles have tool-less rotatable bases. Wireless control module is provided by others.

#### Finish

Housing receives a fade and abrasion resistant polyester powder coat finish. Finish tested to withstand 3000 hours in salt spray exposure per ASTM B117. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

#### Listings/Ratings/Labels

Luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium<sup>™</sup> qualified 120-277V 4000K product. International Dark Sky Association listed. Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C. Assembled in the U.S.A

#### Photometry

Luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures. IES files for all CCTs are available at leotek.com.

#### Warrantv

10-year limited warranty is standard on luminaire and components.

### **Performance Data**

All data nominal. IES files for all CCTs are available at leotek.com.

minal. IES files for		Type 2	Туре 3			
No. of LEDs & Type	Drive Current (mA)	System Wattage (W)	Delivered Lumens (Lm) <sup>1</sup>	Efficacy (Lm/W)	BUG Rating	BUG Rating
	350	25	2700	108	B1 U0 G1	B1 U0 G1
20F	530	35	3650	104	B1 U0 G1	B1 U0 G1
	700	47	4800	102	B1 U0 G1	B1 U0 G1
	350	35	3800	109	B1 U0 G1	B1 U0 G1
30F	530	53	5400	102	B1 U0 G1	B2 U0 G1
	700	70	7000	100	B2 U0 G2	B2 U0 G2
	350	45	5050	112	B1 U0 G1	B2 U0 G1
40F	530	70	7200	103	B2 U0 G2	B2 U0 G2
40F	700	92	9300	101	B2 U0 G2	B2 U0 G2
	1000	132	12300	93	B3 U0 G3	B3 U0 G3
	350	70	7600	109	B2 U0 G2	B2 U0 G2
60F	530	101	10400	103	B2 U0 G2	B2 U0 G2
	700	133	13400	101	B3 U0 G3	B3 U0 G3
	350	85	9500	112	B2 U0 G2	B2 U0 G2
80F	530	133	14200	107	B3 U0 G3	B3 U0 G3
	700	180	17700	98	B3 U0 G3	B3 U0 G3

Notes:

1 All data nominal lumens for 4000K (NW) and 5000K (CW). For 3000K (WW) apply a LLF of 0.93. Normal tolerance ± 10% due to factors including distribution type, LED bin variance, and ambient temperatures.

# BALIGHTING

JA

# BA Lighting, LLC 732 Telser Rd. Lake Zurich, IL 60047

P: 847.533.2848 F: 847.847.1808

Rep

Date	Estimate #		
1/25/2017	1310		

Estimate

#### Name / Address

Bensenville ATTN: Joseph Caracci 711 E. Jefferson St. Bensenville, IL 60105

	1	]			
QTY	Manufacturer	Part/Item	DESCRIPTION	PRICE	TOTAL
408	LeoTek	EC3 Roadway *1310	EC3 ROADWAY 10M Photocell	292.72	119,429.76
30	LeoTek	EC7 Roadway *1310	EC7 ROADWAY 10M Photocell	292.72	8,781.60
1		Installation	Installation, Lift Truck, Removal of Old Fixtures	32,040.00	32,040.00
438	LeoTek	Photcells	LeoTek Photocell	0.00	0.00
	DCEO	Incentive	DCEO Incentive *Original Bonus \$59,357.76 **DCEO Bonus \$59,357.76 Total Incentive: \$118,715.52	-118,715.52	-118,715.52
			Sales Tax	7.50%	0.00

Village of Bensenville Street Lights	Total	
	lotai	\$41,535.84

Terms & Conditions:

1. QUOTE SUBJECT TO APPROVAL. WE ARE NOT RESPONSIBLE FOR ERRORS & OMISSIONS.

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5. ALL PRICING BASED ON ORDERING COMPLETE BA LIGHTING PACKAGE.

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Quotation prepared by: BA Lighting, LLC

This is a quotation on the goods named.

To Accept this Quotation, sign here:

Signature

# TWIN SUPPLIES, LTD.

# High Efficiency Lighting

http://twinsupplies.net PHONE: (630) 590-5138 1010 JORIE BLVD, Suite 124 FAX: (630) 537-1045

OAK BROOK, IL 60523

EMAIL: info@twinsupplies.net

Date Estimate # 2/7/2017 15002AA

**ESTIMATE** 

Bensenville Public Works 717 E. Jefferson Bensenville, IL 60106

Ship	То	

Village of Bensenville 717 E. Jefferson Attn: Rick Radde Bensenville, IL 60106

Customer Contact	Customer Phone			_	
	630-350-3432			Rep	Project
		1		CS	
Item	Des	cription	Qty	Rate	Total
	***STREETLIGHTS - LEC PHOTOCELL (QUOTE 2)				
LEOTEK-87W	LEOTEK - 87W LED STR LUMENS; TYPE 2; 4000K WARRANTY; PHOTO RE	; UNV; BRONZE. 10 YEAR	408	292.54	119,356.32
LEOTEK-172W	LUMENS; TYPE 2; 4000K CELL RECEPTACLE	LEOTEK - 172W LED STREET LIGHT; 17,200 LUMENS; TYPE 2; 4000K; UNV; BRONZE; PHOTO CELL RECEPTACLE 10 YEAR WARRANTY (DLC)			
INTERMATIC-LED4536SC.	INTERMATIC 120V-305V LED OUTDOOR STREET		438	22.00	9,636.00
LABOR	LABOR -			37,250.00	37,250.00
LIFT CHARGE	LIFT RENTAL CHARGE			3,000.00	3,000.00
ADMIN, BOND FEES	BOND: BID, PERFORMA VILLAGE)	NCE (IF REQUIRED BY		4,000.00	4,000.00
DCEO-INCENTIVE	DCEO-INCENTIVE BASE PY9 REBATE AMOUNTS is received, the full amount Twin Supplies the next day	***When the incentive check of the check will be due to		-137,314.40	-137,314.40
Thank you for your business!		S	ubtotal		\$50,881.72
	out some of our projects on o	Sa	ales Ta	к (0.0%)	\$0.00
	http://twinsupplies.net/blog	/ -	otal		\$50,881.72



Project

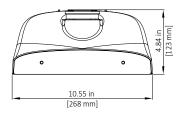
Туре

Catalog No.

# E-Cobra™ LED Street and Area Light EC M2 Series Specification Data Sheet

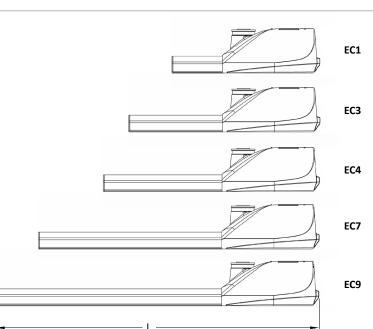
#### **Luminaire Data**

	L	Weight	EPA
EC1	16.1 in [409 mm]	10.8 lb [4.9 kg]	0.40 ft <sup>2</sup>
EC3	20.8 in [528 mm]	12.7 lb [5.8 kg]	0.45 ft <sup>2</sup>
EC4	23.5 in [597 mm]	14.0 lb [6.3kg]	0.48 ft <sup>2</sup>
EC7	30.6 in [777 mm]	19.3 lb [8.8 kg]	0.57 ft <sup>2</sup>
EC9	35.4 in [899 mm]	21.3 lb [9.7kg]	0.63 ft <sup>2</sup>



#### **Ordering Information**

Sample Catalog No. EC7 24M2 MV NW 2 GY 700 PCR5 WL



Product & No. & Type of LEDs	Input Voltage		Correlated Color Temperature		Distribution		Finish <sup>1</sup>		Drive Current <sup>2</sup>			Options
EC1 4M2 EC1 6M2 EC3 10M2 EC3 12M2 EC4 15M2 EC7 18M2 EC7 20M2 EC7 24M2 EC9 30M2	MV HV	120-277V 347-480V	ww NW CW	3000K 4000K 5000K	2 3 4 5	Туре 2 Туре 3 Туре 4 Туре 5	GY DB BK FDB	Gray Dark Bronze Black Full Dark Bronze	350 530 700 1A <sup>3</sup>	350mA 530mA 700mA 1050mA	FDC <sup>4</sup> LPCR PCR5 <sup>5</sup> PCR7 <sup>5</sup> PCR5-CR <sup>5</sup> PCR7-CR <sup>5</sup> WL DSC MSL3 MSL7	Fixed Drive Current Less Photocontrol Receptacle 5-wire PC Receptacle 7-wire PC Receptacle Control Ready 5-wire PC Receptacle Control Ready 7-wire PC Receptacle Utility Wattage Label Door Safety Cable Motion Sensor with L3 Lens Motion Sensor with L3 Lens

Notes:

- 1 Gray, Dark Bronze, and Black standard powder coat finish; consult factory for other finishes. The Full Dark Bronze option (FDB) includes the Dark Bronze finish over the enitre aluminum extrusion in addition to the electrical housing.
- 2 Factory set drive current, field adjustable standard. Refer to performance data on pages 3 and 4. Consult factory if wattage limits require a special drive current.
- 3 1A drive current available with EC1 4M2 only.
- 4 Non-field adjustable, fixed drive current. Specify required drive current. Not available with PCR5-CR or PCR7-CR options.
- 5 Specify with CR for control-ready wiring at factory for wireless node dimming. For details, see Wireless Control Options brochure link at www.leaotk.com, product page supporting documents.
- $6\;$  Flush mounted house side shield. Shield cuts light off at 1/2 mounting height behind luminaire.
- 7 Flush mounted cul-de-sac shield. Shield cuts light off at 1/2 mounting height behind luminaire and 1-1/2 mounting height on either side of luminaire.
- 8 Specify Color (GY, DB, BK)
- 9 Specify MV (120-277V) or HV (347V or 480V)

	Accessories
HSS <sup>6</sup>	House Side Shield, Snap-On
CSS <sup>7</sup>	Cul-De-Sac Side Shield, Snap-On
SPB <sup>8</sup>	Square Pole Horizontal Arm Bracket
<b>RPB</b> <sup>8</sup>	Round Pole Horizontal Arm Bracket
PTB <sup>8</sup>	Pole Top Tenon Horizontal
	Arm Bracket
WB <sup>8</sup>	Wall Horizontal Arm Bracket
BSK	Bird Deterrent Spider Kit
PC <sup>9</sup>	Twist Lock Photocontrol
LLPC <sup>9</sup>	Long-Life Twist Lock Photocontrol
SC	Twist Lock Shorting Cap

\*Accessories are ordered separately and not to be included in the catalog number





# E-Cobra<sup>™</sup> LED Street and Area Light EC M2 Series Specification Data Sheet

#### **Luminaire Specifications**

#### Housing

Die cast aluminum housing with universal two-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. Aluminum housing provides passive heatsinking of the LEDs and has upper surfaces that shed precipitation. Mounting provisions meet 3G vibration per ANSI C136.31-2001 Normal Application, Bridge & Overpass. Mounting has leveling adjustment from + 5° to -5° in 2.5° increments. Electrical components are accessed without tools and are mounted on removable power door with stainless steel latches. Standard rubber wildlife guard conforms to mast arm with no gaps.

#### **Light Emitting Diodes**

Hi-flux/Hi-power white LEDs produce a minimum of 90% of initial intensity at 100,000 hours of life based on IES TM-21. LEDs are tested in accordance with IES LM-80 testing procedures. LEDs have correlated color temperature of 3000K (WW), 4000K (NW), or 5000K (CW) and 70 CRI minimum. LEDs are 100% mercury and lead free.

#### **Optical Systems**

Micro-lens optical systems produce IESNA Type 2, Type 3, Type 4 or Type 5 distributions and are fully sealed to maintain an IP66 rating. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optional house side shield (HSS) cuts light off at 1/2 mounting height behind luminaire. Optional Cul-de-sac shield (CSS) cuts light off at 1 mounting height on each side of luminaire. Both HSS and CSS can be field installed without tools.

#### Electrical

Rated life of electrical components is 100,000 hours. Uses isolated power supply that is 1-10V dimmable. Power supply is wired with quickdisconnect terminals. LED drive current can be changed in the field to adjust light output for local conditions (not available with FDC, PCR5-CR or PCR7-CR options). Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC performance meets or exceeds FCC CFR Part 15. Terminal block accommodates 6 to 14 gauge wire. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA.

#### Controls

3-Wire photocontrol receptacle is standard. ANSI C136.41 5-wire (PCR5) or 7-wire (PCR7) photocontrol receptacles are available. All photocontrol receptacles have tool-less rotatable bases. Wireless control module is provided by others.

#### Finish

Housing receives a fade and abrasion resistant polyester powder coat finish. Finish tested to withstand 5000 hours in salt spray exposure per ASTM B117. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention. Aluminum extruded components are anodized (except with Full Bronze option).

#### Listings/Ratings/Labels

Luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium™ qualified 120-277V product. International Dark Sky Association listed. Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C. Assembled in the U.S.A

#### Photometry

Luminaires are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures. IES files for all CCTs are available at leotek.com.

#### Warranty

10-year limited warranty is standard on luminaire and components.



### Performance Data: 3000K (WW)

All data nominal. IES files for all CCTs are available at leotek.com.

		Type 2,	3, 4	Type 5		
No. of LEDs & Type	Drive Current (mA)			Efficacy (Im/W)	Delivered Lumens (lm) <sup>1</sup>	Efficacy (Im/W)
	350	20	2100	104	2150	107
EC1 4M2	530	28	2850	102	2900	104
ECI 4IVIZ	700	36	3600	100	3650	101
	1050	54	4750	88	4800	89
	350	29	2950	102	3000	104
EC1 6M2	530	41	4150	100	4250	103
	700	54	5300	99	5450	101
	350	41	4700	114	4800	116
EC3 10M2	530	63	6850	108	6950	110
	700	87	8750	100	8900	102
	350	55	5650	103	5750	105
EC3 12M2	530	83	8200	99	8350	101
	700	107	10500	98	10700	100
	350	63	7600	121	7750	123
EC4 15M2	530	90	10000	111	10150	113
	700	124	13300	107	13600	110
	350	81	8450	104	8600	106
EC7 18M2	530	122	12100	99	12350	101
	700	160	15450	97	15800	99
	350	84	9350	111	9550	114
EC7 20M2	530	132	13450	102	13700	104
	700	172	17200	100	17550	102
	350	98	11250	115	11500	117
EC7 24M2	530	152	16150	106	16450	108
	700	209	20600	99	21050	101
	350	133	15450	116	15750	118
EC9 30M2	530	202	22000	109	22400	111
	700	262	26450	101	27000	103

Notes:

1 Nominal lumens. Normal tolerance ± 10% due to factors including distribution type, LED bin variance, and ambient temperatures.



### Performance Data: 4000K (NW) and 5000K (CW)

All data nominal. IES files for all CCTs are available at leotek.com.

			Type 2,	3, 4	Type 5		
No. of LEDs & Type	Drive Current (mA)	System Wattage (W)	Delivered Lumens (lm) <sup>1</sup>	Efficacy (Im/W)	Delivered Lumens (lm) <sup>1</sup>	Efficacy (Im/W)	
	350	20	2250	112	2300	114	
EC1 4M2	530	28	3050	109	3100	111	
	700	36	3850	107	3900	108	
	1050	54	5050	94	5150	95	
	350	29	3350	116	3450	119	
EC1 6M2	530	41	4600	111	4850	117	
	700	54	5750	107	5950	111	
	350	41	5050	123	5150	126	
EC3 10M2	530	63	7300	116	7450	118	
	700	87	9350	107	9550	110	
	350	55	6050	110	6200	113	
EC3 12M2	530	83	8800	106	8950	108	
	700	107	11250	105	11450	107	
	350	63	8050	128	8200	130	
EC4 15M2	530	90	10950	122	11200	124	
	700	124	14250	115	14550	117	
	350	81	9050	112	9200	114	
EC7 18M2	530	122	12950	106	13200	108	
	700	160	16550	103	16900	106	
	350	84	10050	120	10250	122	
EC7 20M2	530	132	14400	109	14650	111	
	700	172	18400	107	18750	109	
	350	98	12050	123	12200	125	
EC7 24M2	530	152	17250	113	17750	117	
	700	209	22550	108	22700	109	
	350	133	16500	124	16600	125	
EC9 30M2	530	202	23500	116	23700	117	
	700	262	28300	108	29150	111	

Notes:

1 Nominal lumens. Normal tolerance ± 10% due to factors including distribution type, LED bin variance, and ambient temperatures.



# BUG Ratings: 3000K (WW)

All data nominal. IES files for all CCTs are available at leotek.com.

No. of LEDs & Type	Drive Current (mA)	Type 2	Туре З	Туре 4	Type 5
	350	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B1 U0 <b>G0</b>	B1 U0 <b>G0</b>
F01 4142	530	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B2 U0 <b>G0</b>
EC1 4M2	700	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B2 U0 <b>G1</b>
	1050	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B2 U0 <b>G1</b>
	350	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B2 U0 <b>G0</b>
EC1 6M2	530	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B2 U0 <b>G1</b>
	700	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B3 U0 <b>G1</b>
	350	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B2 U0 <b>G1</b>
EC3 10M2	530	B2 U0 <b>G2</b>	B1 U0 <b>G1</b>	B2 U0 <b>G2</b>	B3 U0 <b>G1</b>
	700	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B3 U0 <b>G2</b>
	350	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B3 U0 <b>G1</b>
EC3 12M2	530	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B3 U0 <b>G1</b>
	700	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B3 U0 <b>G2</b>
	350	B2 U0 <b>G2</b>	B1 U0 <b>G2</b>	B2 U0 <b>G2</b>	B3 U0 <b>G1</b>
EC4 15M2	530	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B3 U0 <b>G2</b>
	700	B3 U0 <b>G3</b>	B2 U0 <b>G2</b>	B3 U0 <b>G2</b>	B4 U0 <b>G2</b>
	350	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B3 U0 <b>G1</b>
EC7 18M2	530	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B4 U0 <b>G2</b>
	700	B3 U0 <b>G3</b>	B2 U0 <b>G2</b>	B3 U0 <b>G2</b>	B4 U0 <b>G2</b>
	350	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B3 U0 <b>G2</b>
EC7 20M2	530	B3 U0 <b>G3</b>	B2 U0 <b>G2</b>	B3 U0 <b>G2</b>	B4 U0 <b>G2</b>
	700	B3 U0 <b>G3</b>	B3 U0 <b>G2</b>	B3 U0 <b>G2</b>	B4 U0 <b>G2</b>
	350	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B3 U0 <b>G2</b>
EC7 24M2	530	B3 U0 <b>G3</b>	B2 U0 <b>G2</b>	B3 U0 <b>G2</b>	B4 U0 <b>G2</b>
	700	B3 U0 <b>G3</b>	B3 U0 <b>G3</b>	B3 U0 <b>G3</b>	B4 U0 <b>G2</b>
	350	B3 U0 <b>G3</b>	B2 U0 <b>G2</b>	B3 U0 <b>G2</b>	B4 U0 <b>G2</b>
EC9 30M2	530	B3 U0 <b>G3</b>	B3 U0 <b>G3</b>	B3 U0 <b>G3</b>	B4 U0 <b>G2</b>
	700	B3 U0 <b>G3</b>	B3 U0 <b>G3</b>	B3 U0 <b>G3</b>	B5 U0 <b>G3</b>



### BUG Ratings: 4000K (NW) and 5000K (CW)

All data nominal. IES files for all CCTs are available at leotek.com.

No. of LEDs & Type	Drive Current (mA)	Type 2	Туре З	Туре 4	Type 5
	350	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B1 U0 <b>G0</b>
FC1 4N42	530	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B2 U0 <b>G0</b>
EC1 4M2	700	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B2 U0 <b>G1</b>
	1050	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B3 U0 <b>G1</b>
	350	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B2 U0 <b>G1</b>
EC1 6M2	530	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B2 U0 <b>G1</b>
	700	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B3 U0 <b>G1</b>
	350	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B3 U0 <b>G1</b>
EC3 10M2	530	B2 U0 <b>G2</b>	B1 U0 <b>G1</b>	B2 U0 <b>G2</b>	B3 U0 <b>G1</b>
	700	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B3 U0 <b>G2</b>
	350	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B1 U0 <b>G1</b>	B3 U0 <b>G1</b>
EC3 12M2	530	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B3 U0 <b>G2</b>
	700	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B3 U0 <b>G2</b>
	350	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B3 U0 <b>G1</b>
EC4 15M2	530	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B3 U0 <b>G2</b>
	700	B3 U0 <b>G3</b>	B2 U0 <b>G2</b>	B3 U0 <b>G2</b>	B4 U0 <b>G2</b>
	350	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B3 U0 <b>G2</b>
EC7 18M2	530	B3 U0 <b>G3</b>	B2 U0 <b>G2</b>	B3 U0 <b>G2</b>	B4 U0 <b>G2</b>
	700	B3 U0 <b>G3</b>	B2 U0 <b>G2</b>	B3 U0 <b>G3</b>	B4 U0 <b>G2</b>
	350	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B3 U0 <b>G2</b>
EC7 20M2	530	B3 U0 <b>G3</b>	B2 U0 <b>G2</b>	B3 U0 <b>G2</b>	B4 U0 <b>G2</b>
	700	B3 U0 <b>G3</b>	B3 U0 <b>G2</b>	B3 U0 <b>G3</b>	B4 U0 <b>G2</b>
	350	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B2 U0 <b>G2</b>	B4 U0 <b>G2</b>
EC7 24M2	530	B3 U0 <b>G3</b>	B3 U0 <b>G2</b>	B3 U0 <b>G2</b>	B4 U0 <b>G2</b>
	700	B3 U0 <b>G3</b>	B3 U0 <b>G3</b>	B3 U0 <b>G3</b>	B4 U0 <b>G2</b>
	350	B3 U0 <b>G3</b>	B2 U0 <b>G2</b>	B3 U0 <b>G2</b>	B4 U0 <b>G2</b>
EC9 30M2	530	B3 U0 <b>G3</b>	B3 U0 <b>G3</b>	B3 U0 <b>G3</b>	B4 U0 <b>G3</b>
	700	B3 U0 <b>G3</b>	B3 U0 <b>G3</b>	B3 U0 <b>G4</b>	B5 U0 <b>G3</b>



# E-Cobra<sup>™</sup> LED Street and Area Light EC M2 Series Specification Data Sheet

### Optional Motion Sensor MSL3/MSL7 Specifications

#### Description

Digital passive infrared luminaire integrated outdoor occupancy sensor provides high/low/off control based on motion detection. Initial setup and subsequent sensor adjustments are made using a handheld configuration tool. PCR option is required for On/Off control using light detection.

#### Operation

Standard factory setting will dim the luminaire to 50% until motion is sensed and then it will power to 100%. When motion is not detected for five minutes, the luminaire will dim back to 50%. Ramp up and fade down times are adjustable, but initially set to NONE. The percent dimming and time durations may be field adjusted as required using FSIR-100 configuration tool. FSIR-100 user guide available at: www.wattstopper.com.

#### **Optical System**

Multi-cell, multi-tier Fresnel lens with a 360 degree view detects unobstructed motion from one mounting height, up to 20 ft. maximum with MSL3 and up to 40 ft. maximum with MSL7.

#### Finish

Sensor exterior ring and lens are white polycarbonate, UV and impact resistant.

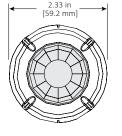
#### Listings/Ratings

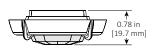
Sensor is TUV, UL and cUL listed, IP66 rated and CE compliant.

#### Warranty

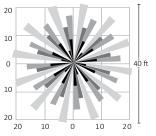
5-year limited warranty on luminaire and components with motion sensor.

### **MSL3** Dimensions

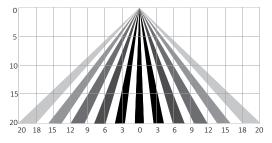




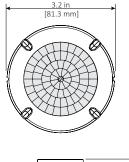
#### MSL3 Lens Coverage Top View



MSL3 Lens Coverage Side View

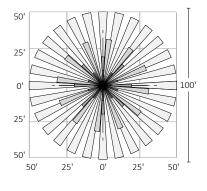


#### **MSL7** Dimensions

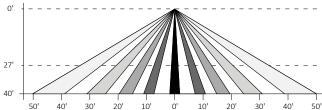




MSL7 Lens Coverage Top View



MSL7 Lens Coverage Side View



# BALIGHTING

JA

# BA Lighting, LLC 732 Telser Rd. Lake Zurich, IL 60047

P: 847.533.2848 F: 847.847.1808

Rep

Date	Estimate #
2/8/2017	1339

Estimate

Name / Address

Bensenville ATTN: Joseph Caracci 711 E. Jefferson St. Bensenville, IL 60105

<u> </u>					
QTY	Manufacturer	Part/Item	DESCRIPTION	PRICE	TOTAL
408	Cree	101W Street Light *1339	XSPC1 101W 4000K Street Light PhotoCell	275.74	112,501.92
30	Cree	165W Street Light *1339	XSPC2 165W 4000K Street Light Photocell	275.79	8,273.70
438	Cree	Cree Photocell	Photocell	0.00	0.00
1	BA Lighting	INSTALL LABOR	Installation Labor	32,040.00	32,040.00
	DCEO	Incentive	DCEO Street Light Incentive + Bonus *Original Bonus \$55,317.36 **DCEO Bonus \$55,317.36 Total Incentive: \$110,634.72	-110,634.72	-110,634.72
			Sales Tax	7.50%	0.00

Cree Street Lights	Total	
	lotai	\$42,180.90

Terms & Conditions:

1. QUOTE SUBJECT TO APPROVAL. WE ARE NOT RESPONSIBLE FOR ERRORS & OMISSIONS.

2. 50% DUE UPON EXECUTION, 50% DUE UPON DELIVERY OF PRODUCT.

3. REQUESTED BALLAST MANUFACTURER QUOTED ONLY WHERE INDICATED.

4. ONLY OPTIONS LISTED ARE INCLUDED, UNLESS OTHERWISE INDICATED.

5. ALL PRICING BASED ON ORDERING COMPLETE BA LIGHTING PACKAGE.

6. ANY DEVIATION IS SUBJECT TO REQUOTE.

7. TERMS & CONDITIONS SUBJECT TO CHANGE WITHOUT NOTICE.

8. STANDARD FINISHES QUOTED UNLESS OTHERWISE INDICATED.

9. ALL MATERIALS QUOTED INCLUDE THE MANUFACTURERS GUARANTEED WARRANTY.

10. ORDERS MUST INCLUDE ONE OF THE FOLLOWING: APPROVED DRAWINGS / SPECIFICATIONS, WAIVER OF APPROVED DRAWINGS / SPECIFICATIONS, OR INDICATE DRAWINGS NOT REQUIRED. IF NONE OF THE ABOVE IS STATED, ORDER IS PROCESSED AS NO DRAWINGS REQUIRED / WAIVED.

Quotation prepared by: BA Lighting, LLC

This is a quotation on the goods named.

Signature

To Accept this Quotation, sign here:

# TWIN SUPPLIES, LTD.

# High Efficiency Lighting

http://twinsupplies.net PHONE: (630) 590-5138 1010 JORIE BLVD, Suite 124 FAX: (630) 537-1045 EM

EMAIL: info@twinsupplies.net

) 537-1045 EMAIL: info@twinsupplies.net

Bensenville Public Works 717 E. Jefferson Bensenville, IL 60106

Ship To	)
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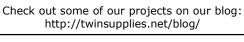
Village of Bensenville 717 E. Jefferson Attn: Rick Radde Bensenville, IL 60106

Total

\$190,867.48

	Customer Contact	Customer Phone				
		630-350-3432			Rep	Project
l					CS	
	Item	Desc	cription	Qty	Rate	Total
		***STREETLIGHTS - CRE PHOTOCELL***	EE FIXTURE WITH			
CREE-	91W	CREE- 91W LED STREET TYPE 2; 4000K; UNIV; BF RECEPTACLE (DLC)		s; 408	592.85	241,882.80
CREE-	182W	CREE- 182W LED STREE TYPE 2; 4000K; UNIV; BF RECEPTACLE (DLC)		NS; 30	985.71	29,571.30
INTER	MATIC-LED4536SC.	INTERMATIC 120V-305V LED OUTDOOR STREET		R 438	22.00	9,636.00
LABO	R	LABOR -			37,250.00	37,250.00
LIFT C	CHARGE	LIFT RENTAL CHARGE			3,000.00	3,000.00
ADMI	N, BOND FEES	BOND: BID, PERFORMA VILLAGE)	NCE (IF REQUIRED BY		4,000.00	4,000.00
DCEO	INCENTIVE	DCEO-INCENTIVE BASE PY9 REBATE AMOUNTS is received, the full amount Twin Supplies the next day	***When the incentive cl of the check will be due to	neck	-134,472.62	-134,472.62
Thank	you for your business!	•		Subtotal \$190,867.4		
<u>ال</u> ة 1986	Check of	out some of our projects on c	ur blog:	Sales Ta	x (0.0%)	\$0.00





**ESTIMATE** 

 Date
 Estimate #

 2/7/2017
 15003AA

2/7/2017

# LEDway<sup>®</sup> Series

LEDway<sup>®</sup> High Output Street Light – Single Module

#### Product Description

LEDway® High Output Streetlight series for roadway lighting expands the application range replacing from 70W to 400W HPS. With industry leading optimized optical control and adjustable output for versatility, the LEDway® High Output series significantly improves the economic value for the end application.

#### **Performance Summary**

NanoOptic<sup>®</sup> Precision Delivery Grid<sup>™</sup> optic

Made in the U.S.A. of U.S. and imported parts

CRI: Minimum 70 CRI

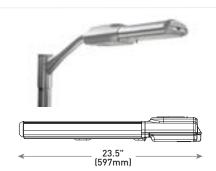
CCT: 3000K (+/- 300K), 4000K (+/- 300K), 5700K (+/- 500K)

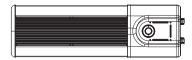
Limited Warranty<sup>+</sup>: 10 years on luminaire/10 years on Colorfast DeltaGuard<sup>®</sup> finish

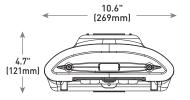
**Backlight Shield** 

STRLWY-BLS1

\*See http://lighting.cree.com/warranty for warranty terms







Module	Weight
Single	16.4 lbs. (7.4kg)

**Bird Spikes for Housing** 

Accessories Field-Installed

XA-BRDSPKHSG

#### **Ordering Information**

Example: STR-LWY-2ME-HT-1-F-UL-SV-A-40K

STR-LWY		нт	1	F			A			
Product	Optic	Mounting	Module	Series	Voltage	Color Options**	Input Power Designator	сст	Options	
STR-LWY	2ME* Type II Medium 2LG* Type II Long 3ME* Type II Medium 4ME* Type IV Medium	HT Horizontal Tenon	1 Single	F	UL Universal 120-277V UH Universal 347-480V	BK Black BZ Bronze SV Silver WH White	<b>A</b> 136W	30K 3000K 40K 4000K 57K 5700K	Control by others     Refer to Dimming spec sheet     for details     Can't exceed wattage of specified     input power designator     F Fuse     When code dictates fusing, use     time delay fuse     Available for U.S. applications	<ul> <li>Field Adjustable Output         <ul> <li>Refer to Field Adjustable Output spec sheet for details</li> <li>NEMA* Photocell Receptacle</li></ul></li></ul>

\* Available with Backlight Shield when ordered with field-installed accessory (see table above) \*\* Light engine portion of extrusion is not painted and will remain natural aluminum regardless of color selection









Rev. Date: V5 02/06/2017



Canada: www.cree.com/canada

#### **Product Specifications**

#### **CONSTRUCTION & MATERIALS**

- · Housing is all aluminum construction
- Terminal block for power input suitable for #2-#14 AWG wire
- Luminaire is designed to mount on a 2" (51mm) IP, 2.375" (60mm) 0.D. horizontal tenon and/or a 1.25" (32mm) IP, 1.66" (42mm) O.D. horizontal tenon (minimum 8" [203mm] in length) and is adjustable +/- 5° to allow for luminaire leveling (two axis T-level included)
- Luminaire secures with two mounting bolts
- Exclusive Colorfast DeltaGuard<sup>®</sup> finish features an E-Coat epoxy primer with an ultra-durable powder topcoat, providing excellent resistance to corrosion, ultraviolet degradation and abrasion. Black, bronze, silver, and white are available
- Weight: 16.4 lbs. (7.4kg)

#### ELECTRICAL SYSTEM

- Input Voltage: 120-277V or 347-480V, 50/60Hz, Class 1 drivers
- Power Factor: > 0.9 at full load
- Total Harmonic Distortion: < 20% at full load •
- 10V Source Curent: 0.15mA
- Quick disconnect harness suitable for mate and break under load provided on power feed to driver for ease of maintenance
- Integral 10kV surge suppression protection standard
- When code dictates fusing, a slow blow fuse or type C/D breaker should be used to address inrush current

#### **REGULATORY & VOLUNTARY QUALIFICATIONS**

- cULus Listed
- Suitable for wet locations
- Consult factory for CE Certified products
- Meets CALTrans 611 Vibration testing
- Certified to ANSI C136.31-2001, 3G bridge and overpass vibration standards
- 10kV surge suppression protection tested in accordance with IEEE/ANSI C62.41.2
- · Luminaire and finish endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117
- Meets Buy American requirements within ARRA
- DLC qualified when ordered with 2ME or 3ME optics and 40K or 57K CCT. Please refer to www.designlights.org/QPL for most current information
- Dark Sky Friendly, IDA Approved when ordered with 30K CCT. Please • refer to http://darksky.org/fsa/fsa-products/ for most current information
- RoHS compliant. Consult factory for additional details
- Meets FCC Part 15, Subpart B, Class A standards for conducted and radiated emissions

Electrical Data*								
			Total Current (A)					
Input Power Designator	System Watts 120-277V	System Watts 347-480V	120V	208V	240V	277V	347V	480V
А	136	140	1.17	0.66	0.60	0.50	0.42	0.30

\* Electrical data at 25°C (77°F). Actual wattage may differ by +/- 10% when operating between 120-480V +/- 10%

#### Recommended LEDway® Series High Output Lumen Maintenance Factors (LMF)<sup>1</sup>

Ambient	Initial LMF	25K hr Projected² LMF	50K hr Projected² LMF	75K hr Calculated³ LMF	100K hr Calculated <sup>3</sup> LMF		
5°C (41°F)	1.04	0.98	0.92	0.87	0.81		
10°C (50°F)	1.03	0.97	0.91	0.86	0.81		
15°C (59°F)	1.02	0.96	0.90	0.85	0.80		
20°C (68°F)	1.01	0.95	0.89	0.84	0.79		
25°C (77°F)	1.00	0.94	0.88	0.83	0.78		

<sup>1</sup>Lumen maintenance values at 4000K and 25°C (77°F) are calculated per TM-21 based on LM-80 data and in-situ

<sup>2</sup>In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing ((DUT) i.e. the

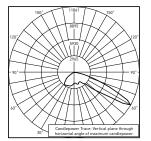
Packaged LED chip) <sup>a</sup>In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing ([DUT] i.e. the packaged LED chip)



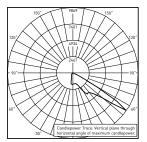
#### Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: http://lighting.cree.com/products/outdoor/street-and-roadway/ledway-high-output

#### 2ME

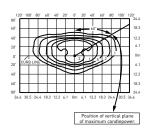


RESTL Test Report #: PL06677-001B STR-LWY-2ME-\*\*-1-F-UL-A-40K Initial Delivered Lumens: 14,256

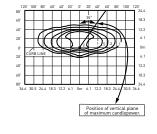


RESTL Test Report #: PL06677-002B STR-LWY-2ME-\*\*-1-F-UL-A-40K w/STRLWY-BLS1 Initial Delivered Lumens: 9,959

2LG



STR-LWY-2ME-\*\*-1-F-UL-A-40K Mounting Height: 25' (7.6m) A.F.G. Initial Delivered Lumens: 13,298 Initial FC at grade



STR-LWY-2ME-\*\*-1-F-UL-A-40K w/STRLWY-BLS1 Mounting Height: 25' (7.6m) A.F.G. Initial Delivered Lumens: 9,973 Initial FC at grade

Type II Medium Distribution									
	3000K		4000K		5700K				
Input Power Designator	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11			
А	11,082	B2 U0 G2	13,298	B3 U0 G2	14,231	B3 U0 G2			

\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

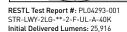
\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt

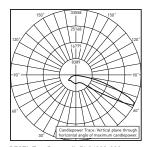
# Type II Medium w/BLS Distribution

		3000K		4000K		5700K	
Input Power Designator	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	
	А	8,311	B1 U0 G2	9,973	B1 U0 G2	10,673	B1 U0 G2

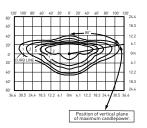
\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered

Iumens
\*\* For more information on the IES BUG [Backlight-Uplight-Glare] Rating visit:
www.ies.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt

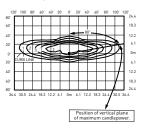




RESTL Test Report #: PL04293-002 STR-LWY-2LG-\*\*-2-F-UL-A-40K w/STRLWY-BLS2 Initial Delivered Lumens: 18,309



STR-LWY-2LG-\*\*-1-F-UL-A-40K Mounting Height: 25' (7.6m) A.F.G. Initial Delivered Lumens: 13,153 Initial FC at grade



STR-LWY-2LG-\*\*-1-F-UL-A-40K w/STRLWY-BLS1 Mounting Height: 25' (7.6m) A.F.G. Initial Delivered Lumens: 8,673 Initial FC at grade

#### Type II Long Distribution

	Type II Long Distribution						
P		3000K		4000K		5700K	
	Input Power Designator	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
	А	10,961	B2 U0 G2	13,153	B3 U0 G3	14,076	B3 U0 G3

\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered

\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt

#### Type II Long w/BLS Distribution 3000K 4000K Input BUG BUG Initial Initial Power Ratings\* Ratings\*

Power Designator	Delivered Lumens*	Ratings** Per TM-15-11	Delivered Lumens*	Ratings** Per TM-15-11	Delivered Lumens*	Ratings** Per TM-15-11
А	7,227	B1 U0 G2	8,673	B1 U0 G2	9,281	B1 U0 G2

\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt



5700K

Initial

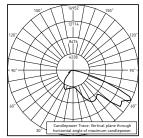
BUG

Canada: www.cree.com/canada

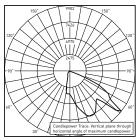
#### Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: http://lighting.cree.com/products/outdoor/street-and-roadway/ledway-high-output

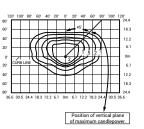
#### 3ME



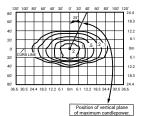
RESTL Test Report #: PL04554-001 STR-LWY-3ME-\*\*-2-F-UL-A-40K Initial Delivered Lumens: 26,811



RESTL Test Report #: PL04483-002 STR-LWY-3ME-\*\*-2 F-UL-A-30K w/STRLWY-BLS2 Initial Delivered Lumens: 15,944



STR-LWY-3ME-\*\*-1 F-UL-A-40K Mounting Height: 25' (7.6m) A.F.G. Initial Delivered Lumens: 13,009 Initial FC at grade



STR-LWY-3ME-\*\*-1-F-UL-A-40K w/STRI WY-BI S1 Mounting Height: 25' (7.6m) A.F.G. Initial Delivered Lumens: 9,395 Initial FC at grade

Type III Medium Distribution										
	3000K		4000K		5700K					
Input Power Designator	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11				
А	10,841	B2 U0 G2	13,009	B2 U0 G2	13,922	B3 U0 G2				

\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered

\*\* For more information on the IES BUG [Backlight-Uplight-Glare] Rating visit: www.ies.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt

Type III Medium w/BLS Distribution										
	3000K		4000K		5700K					
Input Power Designator	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11				
А	7,829	B1 U0 G2	9,395	B1 U0 G2	10,055	B1 U0 G2				

\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered

lumens \*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit:

www.ies.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt

Type IV Medium Distribution										
	3000K		4000K		5700K					
Input Power Designator	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11				
А	10,961	B2 U0 G2	13,153	B3 U0 G3	14,076	B3 U0 G3				

\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered

\*\* For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt

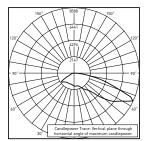
Type IV Medium w/BLS Distribution										
3000K		4000K			5700K					
Input Power Designator	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11				
А	6,986	B1 U0 G2	8,384	B1 U0 G2	8,972	B1 U0 G2				

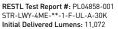
\* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

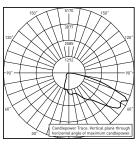
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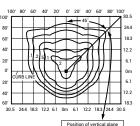
#### 4ME





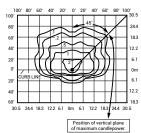


RESTL Test Report #: PL04859-001 STR-LWY-4ME-\*\*-1-F-UL-A-30K w/STRLWY-BLS1 Initial Delivered Lumens: 7,395



STR-LWY-4ME-\*\*-1-F-UL-A-40K

Mounting Height: 25' (7.6m) A.F.G. Initial Delivered Lumens: 13,153 Initial FC at grade



STR-LWY-4ME-\*\*-1-F-UL-A-40K w/STRLWY-BLS1 Mounting Height: 25' (7.6m) A.F.G. Initial Delivered Lumens: 8,384 Initial FC at grade

#### Luminaire EPA

Horizontal Tenon Mount - Weight: 16.4 lbs. (7.4kg)										
Single	1 @ 90°	2 @ 90°	2 @ 180°	3 @ 120°	4 @ 90°					
Tenon Configuration If used with Cree tenons, please add tenon EPA with Luminaire EPA										
XA-TMDA8 PT-1H/PD-1H4		PT-2H(90)/PD-2H4(90)	PT-2H(180)/PD-2H4(180)	PT-3H(90)/PD-3H4(90)	PT-3H(120)	PT-4H(90)/PD-4H4(90)				
0.70	0.92	1.21	1.62	1.88	1.69	2.35				

#### **Tenon EPA**

Part Number	EPA
PD Series Tenons	0.09
PT Series Tenons	0.10
XA-TMDA8	0.07

#### Tenons and Brackets<sup>‡</sup> (must specify color)

Square Internal Mount Horizontal Tenons (Aluminum) R - Mounts to 4" (102mm) square aluminum or steel -

poles PD-1H4 – Single PD-2H4(90) – 90° Twin PD-2H4(180) – 180° Twin

e PD-3H4(90) – 90° Triple 0° Twin PD-4H4(90) – 90° Quad

Wall Mount Brackets - Mounts to wall or roof

- Mounts to wall or roo WM-2L – Standard Round External Mount Horizontal Tenons (Aluminum) - Mounts to 2.375" (60mm) 0.D. round aluminum or steel poles or tenons

- Mounts to 3" (76mm), 5 with PB-1A* tenon	" (127mm), or 6" (152mm) square pole
PT-1H – Single	PT-3H(90) – 90° Triple
PT-2H(90) - 90° Twin	PT-4H(90) - 90° Quad
PT-2H(180) - 180° Twin	

#### Direct Arm Pole Adapter Bracket

Direct Aritin ote Adapter Diacket
- Mounts to 3-6" (76-152mm) round or square aluminum or steel
poles
XA-TMDA8

<sup>‡</sup> Refer to the <u>Bracket and Tenons spec sheet</u> for more details

\* Specify pole size: 3 (3"), 5 (5"), or 6 (6") for single, double or triple luminaire orientation or 5 (5") or 6 (6") for quad luminaire orientation

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# TWIN SUPPLIES, LTD.

# High Efficiency Lighting

http://twinsupplies.net PHONE: (630) 590-5138 1010 JORIE BLVD, Suite 124 FAX: (630) 537-1045

OAK BROOK, IL 60523

EMAIL: info@twinsupplies.net

Bensenville Public Works 717 E. Jefferson Bensenville, IL 60106

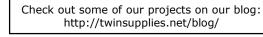
#### Ship To

Village of Bensenville 717 E. Jefferson Attn: Rick Radde Bensenville, IL 60106

	Customer Contact	Customer Phone					-1
		630-350-3432				Rep	Project
		000 000 0 102				CS	
	Item	Dese	cription		Qty	Rate	Total
		***STREETLIGHTS - PHI PHOTOCELLS***	LIPS ROADFOCUS WIT	ГН			
PHILI	PS-ROADFOCUS 72W	PHILIPS 72W LED; ROAD 8,140 LUMENS;UNIV VO 10 YEAR WARRANTY; 10 TWIST LOCK RECEPTAC (DLC)	LT;4000K;GRAY FINIS 0K SURGE PROTECTO	H; R;	408	321.54	131,188.32
PHILI	PS-ROADFOCUS 160W	16,472 LUMENS; RFM-160W48LED4K-T-R	PHILIPS 160W LED; ROAD FOCUS; 48LED; TYPE3;			369.23	11,076.90
INTER	RMATIC-LED4536SC.	INTERMATIC 120V-305V LED OUTDOOR STREET		R	438	22.00	9,636.00
LABO	R	LABOR				37,250.00	37,250.00
LIFT C	CHARGE	LIFT CHARGE BUCKET	TRUCK			3,000.00	3,000.00
ADMI	N, BOND FEES	BOND FEE (IF REQUIRE)	D BY VILLAGE)			4,000.00	4,000.00
DCEO	-INCENTIVE	PY9 REBATE AMOUNTS is received, the full amount	BOND FEE (IF REQUIRED BY VILLAGE) DCEO-INCENTIVE BASED UPON APPROVAL OF PY9 REBATE AMOUNTS ***When the incentive check s received, the full amount of the check will be due to Fwin Supplies the next day****			-146,845.84	-146,845.84
Thank	you for your business!			Su	btotal		\$49,305.38









Date Estimate # 2/7/2017 14613AA

Sales Tax (0.0%)

# **Total**

\$49,305.38

\$0.00



The Philips Lumec RoadFocus LED Cobra Head luminaires feature a sleek design that provides seamless replacement of existing HID luminaires. RoadFocus is available in three sizes, offers multiple lumen packages, and a complete array of optical distributions, making it an outstanding solution for all types of roadway applications.

#### **Ordering guide**

#### example: RFM-72W32LED4K-T-R2S-UNIV-DMG-AST-FAWS-RCD-SP2-PHXL-GY3

Luminaire	LED Module	Optical System	Voltage	Driver and Dimming	Wattage Switch	Twist-Lock Receptacle	Surge Protection	Luminaire Options	Finish
RFM RoadFocus Medium	4000K: 72W32LED4K-T 108W32LED4K-T 160W48LED4K-T <sup>2,4</sup> 3000K: 72W32LED3K-T 108W32LED3K-T 108W48LED3K-T <sup>2,4</sup> 160W48LED3K-T <sup>2,4</sup>	R2S Type II Short R2M Type II Medium R3S Type III Short R3M Type III Medium 4 Type IV 5 Type V	UNIV 120-277VAC HVU 347-480VAC	Standard: DMG <sup>16</sup> Dimmable driver 0-10V Optional: Dynadimmer Economy Profile CDMGE25 <sup>2,4,5,6</sup> CDMGE50 <sup>2,4,5,6</sup> CDMGP7 <sup>2,4,5,6</sup> CDMGM75 <sup>2,4,5,6</sup> CDMGM75 <sup>2,4,5,6</sup> CDMGM75 <sup>2,4,5,6</sup> CDMGS50 <sup>2,4,5,6</sup> CDMGS50 <sup>2,4,5,6</sup> CDMGS50 <sup>2,4,5,6</sup> CDMGS50 <sup>2,4,5,6</sup> CDMGS50 <sup>2,4,5,6</sup> CDMGS7 <sup>2,4,5,6</sup> DALI <sup>2,4,5,6</sup> Digitally Adressable Lighting Interface DMG-AST* <sup>2,4</sup> Adjustable Startup Time DMG-CL0* <sup>2,4,5</sup> Constant Light Output DMG-OTL* <sup>2,4</sup> Over The Life 'Includes 0-10v dimming	None (leave blank) FAWS <sup>5</sup> Field Adjustable Wattage Selector (optional)	Standard: RCD <sup>1,3,7</sup> Receptacle for twist-lock photocell or shorting cap, 5-pin (standard) Optional: RCD <sup>3,7</sup> Receptacle for twist-lock photocell or shorting cap, 7-pin (optional)	None (leave blank) <b>SP2</b> <sup>8</sup> 20kV / 20kA Surge Protector (optional)	HS House side shield, 1 per 16 LED light engine PH8 <sup>3</sup> Twist-lock Photoelectric Cell, UNIV (120-277VAC) PH8/347 <sup>3</sup> Twist-lock Photoelectric Cell, HVU (347VAC) PH8/480 <sup>3</sup> Twist-lock Photoelectric Cell, HVU (480VAC) PH8L <sup>3</sup> Twist-lock Photoelectric Cell, extended life, UNIV (120-277VAC) PH9 <sup>3</sup> Shorting cap API Factory installed NEMA label	BK Black finish BR Bronze finish GY3 Gray finish WH White finish

1. Please note these integrated features come standard with RoadFocus luminaires.

2. Denotes programmable driver option. Not available with HVU (347-480volt). Not available with 1050 mA versions (108W32LED, 160W48LED).

3. Use of photoelectric cell or shorting cap is required to ensure proper illumination. 4. Not available with HVU (347-480volt).

5. FAWS not available with CDMG options, DALI or CLO.

6. Dimming choices: Select either DMG or one of the CDMG options or DALI.

7. When RDC7 option is selected you will get 7-pin instead of standard RCD 5-pin.

8. When SP2 option is selected you will get SP2 instead of standard SP1.

# Medium, LED Cobrahead: 72, 108, and 160 W

#### Accessories (must be ordered as separate line items - quickly and easily installed in the field)

#### CPC or CPCD<sup>1</sup>

CityTouch Connector Node.

1. Contact the factory for additional support when connected lighting or additional services are desired.

#### LED Wattage and Lumen Values

LED = Philips Lumileds LUXEON T, CRI = 70, CCT = 4000K (+/- 350K), System (LED + driver) rated life = 100,000 hrs<sup>1</sup>

	Typical Delivered	Typical	LED		Туріса	ıl Systen	n Curren	t (A) @		THE ADDRESS	
LED Module	Lumens	System Wattage (W)²	Current (mA)	120V	208V	240V	277V	347V	480V	Efficacy (Lm/W)	BUG Rating
72W32LED4K-T-R2S	8,330	73	700	0.62	0.36	0.31	0.28	0.21	0.15	114	B2-U0-G1
72W32LED4K-T-R2M	8,140	73	700	0.62	0.36	0.31	0.28	0.21	0.15	112	B2-U0-G2
72W32LED4K-T-R3S	8,085	73	700	0.62	0.36	0.31	0.28	0.21	0.15	111	B1-U0-G2
72W32LED4K-T-R3M	8,178	73	700	0.62	0.36	0.31	0.28	0.21	0.15	112	B2-U0-G2
72W32LED4K-T-4	7,142	73	700	0.62	0.36	0.31	0.28	0.21	0.15	98	B1 U0 G2
72W32LED4K-T-5	7,496	73	700	0.62	0.36	0.31	0.28	0.21	0.15	103	B3-U0-G2
108W32LED4K-T-R2S	11,169	108	1050	0.91	0.53	0.47	0.41			103	B2-U0-G2
108W32LED4K-T-R2M	10,914	108	1050	0.91	0.53	0.47	0.41	]		101	B2-U0-G2
108W32LED4K-T-R3S	10,841	108	1050	0.91	0.53	0.47	0.41		/^	100	B1-U0-G2
108W32LED4K-T-R3M	10,965	108	1050	0.91	0.53	0.47	0.41	N/A		102	B2-U0-G2
108W32LED4K-T-4	10,320	108	1050	0.91	0.53	0.47	0.41	]		96	B2-U0-G2
108W32LED4K-T-5	10,050	108	1050	0.91	0.53	0.47	0.41			93	B3-U0-G2
108W48LED4K-T-R2S	12,507	106	700	0.93	0.53	0.46	0.40	0.32	0.23	118	B3-U0-G2
108W48LED4K-T-R2M	12,222	106	700	0.93	0.53	0.46	0.40	0.32	0.23	115	B2-U0-G2
108W48LED4K-T-R3S	12,140	106	700	0.93	0.53	0.46	0.40	0.32	0.23	115	B2-U0-G2
108W48LED4K-T-R3M	12,279	106	700	0.93	0.53	0.46	0.40	0.32	0.23	116	B2-U0-G2
108W48LED4K-T-4	10,724	106	700	0.93	0.53	0.46	0.40	0.32	0.23	102	B2 U0 G2
108W48LED4K-T-5	11,255	106	700	0.93	0.53	0.46	0.40	0.32	0.23	107	B4-U0-G2
160W48LED4K-T-R2S	16,778	161	1050	1.34	0.76	0.66	0.58			104	B3-U0-G2
160W48LED4K-T-R2M	16,396	161	1050	1.34	0.76	0.66	0.58	]		102	B3-U0-G3
160W48LED4K-T-R3S	16,285	161	1050	1.34	0.76	0.66	0.58	N	/^	101	B2-U0-G3
160W48LED4K-T-R3M	16,472	161	1050	1.34	0.76	0.66	0.58	] [11,	A	102	B3-U0-G3
160W48LED4K-T-4	14,386	161	1050	0.91	0.53	0.47	0.41	]		89	B2-U0-G3
160W48LED4K-T-5	15,098	161	1050	1.34	0.76	0.66	0.58			94	B4-U0-G2

1.  $L_{70}$  >100,000 hrs (at ambient temperature = 25°C). 2. System wattage or total luminaire wattage includes the LED module and the LED driver.

Note: Due to rapid and continuous advances in LED technology, LED luminaire data is subject to change without notice and at the discretion of Philips.

Medium, LED Cobrahead: 72, 108, and 160 W

#### **LED Wattage and Lumen Values**

LED = Philips Lumileds LUXEON T, CRI = 70, CCT = 3000K (+/- 350K), System (LED + driver) rated life = 100,000 hrs<sup>1</sup>

	Typical	Typical	LED		Туріса	ıl Systen	n Curren	t (A) @		<b>F</b> (6	
LED Module	Delivered Lumens	System Wattage (W)²	Current (mA)	120V	208V	240V	277V	347V	480V	Efficacy (Lm/W)	BUG Rating
72W32LED3K-T-R2S	7,398	73	700	0.62	0.36	0.31	0.28	0.21	0.15	101	B2-U0-G1
72W32LED3K-T-R2M	7,181	73	700	0.62	0.36	0.31	0.28	0.21	0.15	98	B2-U0-G2
72W32LED3K-T-R3S	7,168	73	700	0.62	0.36	0.31	0.28	0.21	0.15	98	B1-U0-G2
72W32LED3K-T-R3M	7,042	73	700	0.62	0.36	0.31	0.28	0.21	0.15	96	B2-U0-G2
72W32LED3K-T-4	7,223	73	700	0.62	0.36	0.31	0.28	0.21	0.15	99	B1-U0-G2
72W32LED3K-T-5	7,231	73	700	0.62	0.36	0.31	0.28	0.21	0.15	99	B3-U0-G2
108W32LED3K-T-R2S	10,064	108	1050	0.91	0.53	0.47	0.41			93	B2-U0-G2
108W32LED3K-T-R2M	9,769	108	1050	0.91	0.53	0.47	0.41	]		90	B2-U0-G2
108W32LED3K-T-R3S	9,751	108	1050	0.91	0.53	0.47	0.41	N.	/^	90	B1-U0-G2
108W32LED3K-T-R3M	9,581	108	1050	0.91	0.53	0.47	0.41	<sup>IN</sup> ,	/A	89	B2-U0-G2
108W32LED3K-T-4	9,826	108	1050	0.91	0.53	0.47	0.41	]		91	B2-U0-G2
108W32LED3K-T-5	9,837	108	1050	0.91	0.53	0.47	0.41	]		91	B4-U0-G2
108W48LED3K-T-R2S	11,116	106	700	0.93	0.53	0.46	0.40	0.32	0.23	105	B2-U0-G2
108W48LED3K-T-R2M	10,790	106	700	0.93	0.53	0.46	0.40	0.32	0.23	102	B2-U0-G2
108W48LED3K-T-R3S	10,770	106	700	0.93	0.53	0.46	0.40	0.32	0.23	102	B2-U0-G2
108W48LED3K-T-R3M	10,581	106	700	0.93	0.53	0.46	0.40	0.32	0.23	100	B2-U0-G2
108W48LED3K-T-4	10,853	106	700	0.93	0.53	0.46	0.40	0.32	0.23	102	B2-U0-G2
108W48LED3K-T-5	10,865	106	700	0.93	0.53	0.46	0.40	0.32	0.23	103	B4-U0-G2
160W48LED3K-T-R2S	14,706	161	1050	1.33	0.76	0.67	0.58			91	B3-U0-G2
160W48LED3K-T-R2M	14,275	161	1050	1.33	0.76	0.67	0.58			89	B3-U0-G3
160W48LED3K-T-R3S	14,249	161	1050	1.33	0.76	0.67	0.58	1	/^	89	B2-U0-G2
160W48LED3K-T-R3M	13,999	161	1050	1.33	0.76	0.67	0.58	N,	/A	87	B3-U0-G2
160W48LED3K-T-4	14,358	161	1050	1.33	0.76	0.67	0.58	1		89	B2-U0-G3
160W48LED3K-T-5	14,374	161	1050	1.33	0.76	0.67	0.58			89	B4-U0-G2

L<sub>70</sub> >100,000 hrs (at ambient temperature = 25°C).
 System wattage or total luminaire wattage includes the LED module and the LED driver.

Note: Due to rapid and continuous advances in LED technology, LED luminaire data is subject to change without notice and at the discretion of Philips.

#### Field Adjustable Wattage (FAWS) Multiplier Chart

72W32LED4K-T or 108W48LED4K-T (700 mA) 72W32LED3K-T or 108W48LED3K-T (700 mA)

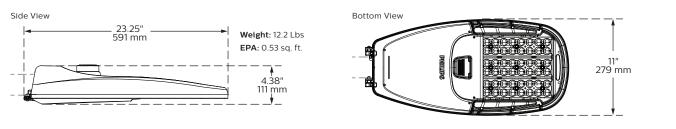
FAWS Position	Typical Delivered Lumens Multiplier	Typical System wattage and typical current
1	0.37	0.29
2	0.55	0.50
3	0.62	0.58
4	0.71	0.69
5	0.77	0.75
6	0.81	0.81
7	0.84	0.87
8	0.94	0.91
9	0.98	0.96
10	1.00	1.00

108W32LED4K-T OR 160W48LED4K-T (1050mA) 108W32LED3K-T OR 160W48LED3K-T (1050mA)

FAWS Position	Typical Delivered Lumens Multiplier	Typical System wattage and typical current
1	0.33	0.27
2	0.56	0.48
3	0.64	0.57
4	0.71	0.65
5	0.79	0.74
6	0.84	0.79
7	0.89	0.85
8	0.92	0.90
9	0.96	0.95
10	1.00	1.00

Medium, LED Cobrahead: 72, 108, and 160 W

#### Dimensions



#### **Predicted Lumen Depreciation Data**

Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual experience may vary due to field application conditions.  $L_{70}$  is the predicted time when LED performance depreciates to 70% of initial lumen output. Calculated per IESNA TM21-11. Published  $L_{70}$  hours limited to 6 times actual LED test hours

Ambient Temperature °C	Driver mA	Calculated L <sub>70</sub> Hours	L <sub>70</sub> per TM-21	Lumen Maintenance % at 60,000 hrs
25°C	up to 1050 mA	>100,000 hours	>60,000 hours	>96%

#### Specifications

#### Housing

Made of a low copper die cast Aluminum alloy (A360), 0.100" (2.5mm) minimum thickness. Fits on a 1.66' (42mm) O.D. (1.25" NPS), 1.9" (48mm) O.D. (1.5" NPS) or 2 3/8" (60mm) O.D. (2" NPS) by 5 1/2" (140mm) minimum long tenon. Comes with a zinc plated clamp fixed by 2 zinc plated hexagonal bolts 3/8 16 UNC for ease of installation. Provides an easy step adjustment of +/- 5° tilt in 2.5° increments. Includes integral bubble level standard (always included). A quick release, tool less entry, single latch, hinged, removable door opens downward to provide access to electronic components and to a terminal block. Door is secured to prevent accidental dropping or disengagement. A clearance of 13" (330mm) at the rear is required in order to remove the door. Complete with a bird guard protecting against birds and similar intruders and an ANSI label to identify wattage and source (both included in box)

#### Light Engine

Composed of 4 main components: LED Module / Optical System / Heat Sink / Driver.

Electrical components are RoHS compliant, IP66 sealed light engine equipped with Philips Lumileds LUXEON T LEDs.LEDs tested by ISO 17025-2005 accredited lab in accordance with IESNA LM-80 guidelines in compliance with EPA ENERGY STAR, extrapolations in accordance with IESNA TM-21. Metal core board ensures greater heat transfer and longer lifespan. LED Module: LED type Philips Lumileds LUXEON T. Composed of high-performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White, 3000 Kelvin nominal (3045K +/- 175K) or 4000 Kelvin nominal (385K +/- 275K), CRI 70 Min. 75 Typical.

**Optical System:** Composed of high performance UV stabilized optical grade polymer refractor lenses to achieve desired distribution optimized to get maximum spacing, target lumens and a superior lighting uniformity. System is rated IP66. Performance shall be tested per LM-63, LM-79 and TM-15 (IESNA) certifying its photometric performance. 0% uplight and U0 per IESNA TM-15.

Heat Sink: Built in the housing, designed to ensure high efficacy and superior cooling by natural vertical convection air flow pattern always close to LEDs and driver optimising their efficiency and life. Product does not use any cooling device with moving parts (only passive cooling). Wide openings enable natural cleaning and removal of dirt and debris. Entire luminaire is rated for operation in ambient temperature of  $-40^{\circ}$ C /  $-40^{\circ}$ F up to  $+40^{\circ}$ C /  $+104^{\circ}$ F.

Driver: High power factor of 90% min. Electronic driver, operating range 50/60 Hz. Auto adjusting universal voltage input from 120 to 277 or 347 to 480 VAC rated for both application line to line or line to neutral, Class I, THD of 20% max.

DMG: Dimming compatible 0-10 volts. The current supplying the LEDs will be reduced by the driver if the driver experiences internal overheating as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction. Standard built in driver surge protection of 2.5kV (min).

#### Integrated Features

DMG: Dimmable driver 0-10V.

**RCD**\*: Receptacle with 5 pins enabling dimming, can be used with a twist lock Starsense or photoelectric cell or a shorting cap.

SP1: Surge protection device tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line-Ground, Line-Neutral and Neutral-Ground, and in accordance with DOE MSSLC Model Specification for LED Roadway Luminaires Appendix D Electrical Immunity High test level 10kV/10kA.

Please note that these integrated features always come with RoadFocus luminaire.

\* Use of photoelectric cell or shorting cap is required to ensure proper illumination.

Medium, LED Cobrahead: 72, 108, and 160 W

#### Specifications (continued)

#### Driver and Luminaire Options

**AST\***: Pre-set driver for progressive start-up of the LED module(s) to optimize energy management and enhance visual comfort at start-up.

**CLO\***: Pre-set driver to manage the lumen depreciation by adjusting the power given to the LEDs offering the same lighting intensity during the entire lifespan of the LED module.

**DALI\***: Pre-set driver compatible with the DALI control system.

**OTL\*:** Pre-set driver to signal end of life of the LED module(s) for better fixture management.

CDMG\*: Dynadimmer standard dimming functionalities including pre-programmed scenarios to suit many applications and needs from safety to maximum energy savings.

#### Safety Mode:

CDMGS25: 4 hours, 25% power dimming CDMGS50: 4 hours 50% power dimming CDMGS75: 4 hours 75% power dimming

#### Median Mode:

CDMGM25: 6 hours 25% power dimming CDMGM50: 6 hours 50% power dimming CDMGM75: 6 hours 75% power dimming

#### Economy Mode:

CDMGE25: 8 hours 25% power dimming CDMGE50: 8 hours 50% power dimming CDMGE75: 8 hours 75% power dimming \* Not available with HVU (347-480V)

FAWS: Field Adjustable Wattage Selector, pre-set to the highest position, can be easily switched in the field to the required position. This reduces total luminaire wattage consumption and reduces the light level – see the FAWS multiplier chart for more details.

Note: It is not recommended to use FAWS with other dimming or controls; if you do, set the switch to position 10 (maximum output) to enable the other dimming or controls. Switching FAWS to any position other than 10 will disable the other dimming or controls.  $\mbox{\rm SP2:}$  20kV / 20kA surge protection device that provides extra protection beyond the SP110kV/10kA level.

**RCD7\***: Receptacle with 7 pins enabling dimming and additional functionality (to be determined), can be used with a twist lock Starsense node or photoelectric cell or a shorting cap.

Please note: Additional hardware will be required to utilize the additional 2 pins on this receptacle.

HS: House side shield, 1 per 16 LED light engine.

PH8\*: Twist-lock Photoelectric Cell, UNIV (120-277VAC).

PH8/347\*: Twist-lock Photoelectric Cell, HVU (347VAC).

PH8/480\*: Twist-lock Photoelectric Cell, HVU (480VAC).

**PHXL\***: Twist-lock Photoelectric Cell, extended life, UNIV (120-277VAC).

#### PH9\*: Shorting cap

**API:** Factory Installed NEMA label, ANSI C136.15 compliant

\* Use of photoelectric cell or shorting cap is required to ensure proper illumination.

#### Luminaire Useful Life

Refer to IES files for energy consumption and delivered lumens for each option. Based on ISTMT in situ thermal testing in accordance with UL1598 and UL8750, Philips System Reliability Tool, Philips Advance data and Philips Lumileds LM-80/TM-21 data, expected to reach 100,000 + hours (72W32LED and 108W48LED at 700mA) or 94,500 hours (108W32LED and 160W48LED at 1050mA) with >L70 lumen maintenance @ 25°C. Luminaire Useful Life accounts for LED lumen maintenance AND all of these additional factors including: LED life, driver life, PCB substrate, solder joints, on/off cycles, burning hours and corrosion.

#### Wiring

The connection of the luminaire is done using a terminal block connector 600V, 85A for use with #2 14 AWG. wires from the primary circuit, located inside the housing. Due to the inrush current that occurs with electronic drivers, recommend using a 10Amp time-delay fuse to avoid unwanted fuse blowing (false tripping) that can occur with normal or fast acting fuses.

#### Hardware

All exposed screws shall be complete with Ceramic primer seal to reduce seizing of the parts, also offers a high resistance to corrosion. All seals and sealing devices are made and/or lined with EPDM and/or silicone and/or rubber.

#### Finish

Color in accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with  $\pm 1$  mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard.

The surface treatment achieves a minimum of 3000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

#### LED products manufacturing standard

The electronic components sensitive to electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340-5-1 and ANSI/ESD S20.20 standards so as to eliminate ESD events that could decrease the useful life of the product.

#### Vibration Resistance

The RFM meets the ANSI C136.31, American National Standard for Roadway Luminaire Vibration specifications for Bridge/overpass applications. (Tested for 3G over 100,000 cycles by independent lab)

#### Certifications and Compliance

cULus Listed for Canada and USA. Luminaire meets DOE and MSSLC Model Specification for LED Roadway Luminaires. RoadFocus LED Cobrahead luminaires are DesignLights Consortium qualified. Luminaire complies with or exceeds the following ANSI C136 standards: .2, .3, .10, .14, .15, .22, .25, .31, .37, .41.

#### Limited Warranty

10-year limited warranty. See philips.com/warranties for details and restrictions.

#### Brackets/Arms

For brackets / arms available with this luminaire, see Lumec 3D for details.

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Philips Lighting Canada Ltd. 281 Hillmount Rd, Markham, ON, Canada L6C 2S3 Tel. 800-668-9008

# DCEO Incentive Projects - Budget Analysis

Project	Annual Energy Savings	Annual Maintenance Savings	Total Annual Savings	6 month Savings CY2017
Streetlight Replacement	\$29,698.50	\$14,600.00	\$44,298.50	\$22,149.25
Pool Lighting Replacement	\$15,410.30	\$4,050.00	\$19,460.30	\$9,730.15
Edge I / Aquatic Center Exterior Lighting	\$2,119.22	\$500.00	\$2,619.22	\$1,309.61
Edge II Exterior Lighting	\$1,534.48	\$500.00	\$2,034.48	\$1,017.24
Redmond Park Lighting	\$3,397.91	\$750.00	\$4,147.91	\$2,073.96
Edge II Ice Rink Lighting	\$12,768.76	\$2,880.00	\$15,648.76	\$7,824.38
WWTP Admin Building Interior Lighting	\$3,535.02	\$890.00	\$4,425.02	\$2,212.51
TOTAL	\$68,464.19	\$24,170.00	\$92,634.19	\$46,317.10

Project	Project Cost	Project Cost Requested	6 month Savings CY2017	Funds Needed / Shortfall
Streetlight Replacement	\$10,729.13	\$15,000.00	\$22,149.25	-\$7,149.25
Pool Lighting Replacement	\$19,969.00	\$22,500.00	\$9,730.15	\$12,769.85
Edge I / Aquatic Center Exterior Lighting	\$2,889.00	\$3,500.00	\$1,309.61	\$2,190.39
Edge II Exterior Lighting	\$4,195.00	\$4,500.00	\$1,017.24	\$3,482.76
Redmond Park Lighting	\$3,874.00	\$4,500.00	\$2,073.96	\$2,426.05
Edge II Ice Rink Lighting	\$39,917.00	\$40,000.00	\$7,824.38	\$32,175.62
WWTP Admin Building Interior Lighting	\$7,299.00	\$8,000.00	\$2,212.51	\$5,787.49
HVAC Replacement Funds (Delay Project)	-\$40,000.00	-\$40,000.00		-\$40,000.00
REC Fund Savings (Budget Savings)	-\$12,700.00	-\$12,700.00		-\$12,700.00
Streets Operation Budget (Budget Savings)	-\$7,500.00	-\$7,500.00		-\$7,500.00
TOTAL	\$28,672.13	\$37,800.00	\$46,317.10	-\$8,517.10

# DCEO Incentive Projects Payback Analysis

Project	Annual Energy Savings	Annual Maintenance Savings	Total Annual Savings	5 Year Savings	10 Year Savings
Streetlight Replacement	\$29,698.50	\$14,600.00	\$44,298.50	\$221,492.50	\$442,985.00
Pool Lighting Replacement	\$15,410.30	\$4,050.00	\$19,460.30	\$97,301.50	\$194,603.00
Edge I / Aquatic Center Exterior Lighting	\$2,119.22	\$500.00	\$2,619.22	\$13,096.10	\$26,192.20
Edge II Exterior Lighting	\$1,534.48	\$500.00	\$2,034.48	\$10,172.40	\$20,344.80
Redmond Park Lighting	\$3,397.91	\$750.00	\$4,147.91	\$20,739.55	\$41,479.10
Edge II Ice Rink Lighting	\$12,768.76	\$2,880.00	\$15,648.76	\$78,243.80	\$156,487.60
WWTP Admin Building Interior Lighting	\$3,535.02	\$890.00	\$4,425.02	\$22,125.10	\$44,250.20
TOTAL	\$68,464.19	\$24,170.00	\$92,634.19	\$463,170.95	\$926,341.90

Project	Project Cost	Total Annual Savings	Return on Investment ROI (years)	5 Year Savings Minus Project Costs	10 Year Savings Minus Project Costs
Streetlight Replacement	\$10,729.13	\$44,298.50	0.24	\$210,763.37	\$432,255.87
Pool Lighting Replacement	\$19,969.00	\$19,460.30	1.03	\$77,332.50	\$174,634.00
Edge I / Aquatic Center Exterior Lighting	\$2,889.00	\$2,619.22	1.10	\$10,207.10	\$23,303.20
Edge II Exterior Lighting	\$4,195.00	\$2,034.48	2.06	\$5,977.40	\$16,149.80
Redmond Park Lighting	\$3,874.00	\$4,147.91	0.93	\$16,865.55	\$37,605.10
Edge II Ice Rink Lighting	\$39,917.00	\$15,648.76	2.55	\$38,326.80	\$116,570.60
WWTP Admin Building Interior Lighting	\$7,299.00	\$4,425.02	1.65	\$14,826.10	\$36,951.20
TOTAL	\$88,872.13	\$92,634.19	0.96	\$374,298.82	\$837,469.77

TYPE: Resolution SUBMITTED BY: Joe Caracci DEPARTMENT: Public Works **DATE:** February 28, 2017

### **DESCRIPTION:**

Resolution Authorizing the Execution of an Engineering Services Agreement with James J. Benes and Associates, Inc. (JJB) for 2017 CDBG Annual Residential Streetlight Project in the Not-to-Exceed Amount of \$27,906

# 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	
CON	IMITTEE ACTION:	DATE:	
18 F (	(unanimously approved 6-0)	February 21, 2017	

### BACKGROUND:

The 2011 Citizen Survey identified Residential Street Lighting a desire of the community. Residential street lights are designed to be decorative and provide ambient lighting to our neighborhoods to provide a sense of safety and aesthetics. These street lights are intended to provide a dimming effect to our sidewalks.

Our goal is to provide residential lighting within all our neighborhoods. Spacing of lights is anticipated to be around 150 feet and alternating sides of the street. The Village has successfully completed Annual Residential Streetlight project in 2015 and 2016. In 2015, the Village installed 27 lights for approximately \$237,000 while in 2016, the Village installed 22 lights for approximately \$200,000. Both of these projects were on-site design-build projects.

### **KEY ISSUES:**

In an effort to increase the number of lights installed per year, the Village submitted an application for obtaining DuPage County Community Development Block Grant (CDBG) funds for the 2017 Annual Residential Streetlight Project. The CDBG program is generally a 75/25 split with a maximum cap of \$400,000 per project.

The Village requested that 50% of the total project costs (or \$200,000) be funded through the CDBG program. The CDBG Program is a reimbursable program in which the Village fronts the initial costs and is reimbursed by DuPage County. Staff has been notified that we are being recommended for the funding. However, formal approval of CDBG applications are anticipated in February/March 2017.

Due to CDBG funding, the Village must produce engineering plans and specifications per the CDBG requirements. In order to get this project moving and constructed in 2017, we must act swiftly in securing a design engineer. The survey portions of the design will move forward upon execution of the agreement; however, final design will move forward subject to the CDBG funding.

JJB has been performing engineering services to the Village since 2010 when then deigned the first phase of the Volk Brothers CDBG Project. They bring forth a very experienced project team that has successfully provided design engineering on all phases of Volk Bros projects which were all partially funded through CDBG. The proposed assignment scope includes survey, geotechnical investigation, design, and bidding assistance.

JJB's original proposed work effort and fee total was in the amount of \$33,066.00. After negotiations, the proposal has been revised to \$27,906.00, resulting in the savings of \$5,160. These not-to-exceed fees equate to 7.97% of the estimated \$350,000 total construction costs for these projects. The 7.97% Design engineering costs are within the typical 5-8% range.

### ALTERNATIVES:

Discretion of the Village Board.

**RECOMMENDATION:** 

At the February 21, 2017 Infrastructure & Environment Committee Meeting, the Committee recommended approval (6-0) of the Resolution.

### **BUDGET IMPACT:**

In CY2017, the Village has budgeted \$200,000 for the Annual Residential Streetlight Project.

### **ACTION REQUIRED:**

Approval of a Resolution authorizing the execution of an Engineering Services Agreement with James J. Benes and Associates, Inc. (JJB) for 2017 CDBG Annual Residential Streetlight Project in the not-to-exceed amount of \$27,906.

### **ATTACHMENTS:**

Desc	rip	tion
	-	

<b>Description</b>	<u>Upload Date</u>	<u>Type</u>
RES - 2017 Residential Streetlight - CDBG	2/13/2017	Resolution Letter
MAP - 2017 Residential Streetlight - CDBG	2/13/2017	Backup Material
PROPOSAL REVISED - 2017 Residential Streetlight - CDBG	2/13/2017	Backup Material
PROPOSAL ORIGINAL - 2017 Residential Streetlight - CDBG	2/13/2017	Backup Material
CDBG Application Area Map	2/13/2017	Backup Material

#### **RESOLUTION NO.**

### AUTHORIZING EXECUTION OF AN ENGINEERING SERVICES AGREEMENT WITH JAMES J. BENES AND ASSOCIATES FOR THE 2017 CDBG ANNUAL RESIDENTIAL PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$27,906.00

WHEREAS the Village of Bensenville performed a Residential Community Survey in 2011, and

WHEREAS the Survey indicated an overwhelming desire for Residential Street Lighting, and

WHEREAS the Village has included an annual Residential Street Light Program in our Strategic Plan; and

WHEREAS the Village completed a Residential Street Light Program in 2015 and 2016; and

WHEREAS in an effort to increase the number of lights being installed under this program the Village submitted an application for Community Development Block Grant (CDBG); and

WHEREAS the results of the CDBG applications are anticipated in April 2017; and

WHEREAS the staff has requested a proposal from James J. Benes and Associates, Inc. (JJB) to perform design engineering services; and

WHEREAS the engineering service agreement is subject to the Village receiving CBDG funding; and

WHEREAS JJB has performed design engineering for Volk Bros CDBG Projects Phase I, II, III and IV; and

WHEREAS after negotiations JJB has submitted a proposal to perform the design engineering work for 2017 CDBG Annual Residential Streetlight Project in a not to exceed amount of \$27,906.00;

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

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing an engineering services agreement with James J. Benes and Associates Inc for the 2017 CDBG Annual Residential Streetlight Project in the not to exceed amount of \$27,906.00.

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

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

APPROVED:

Temporary Chairperson

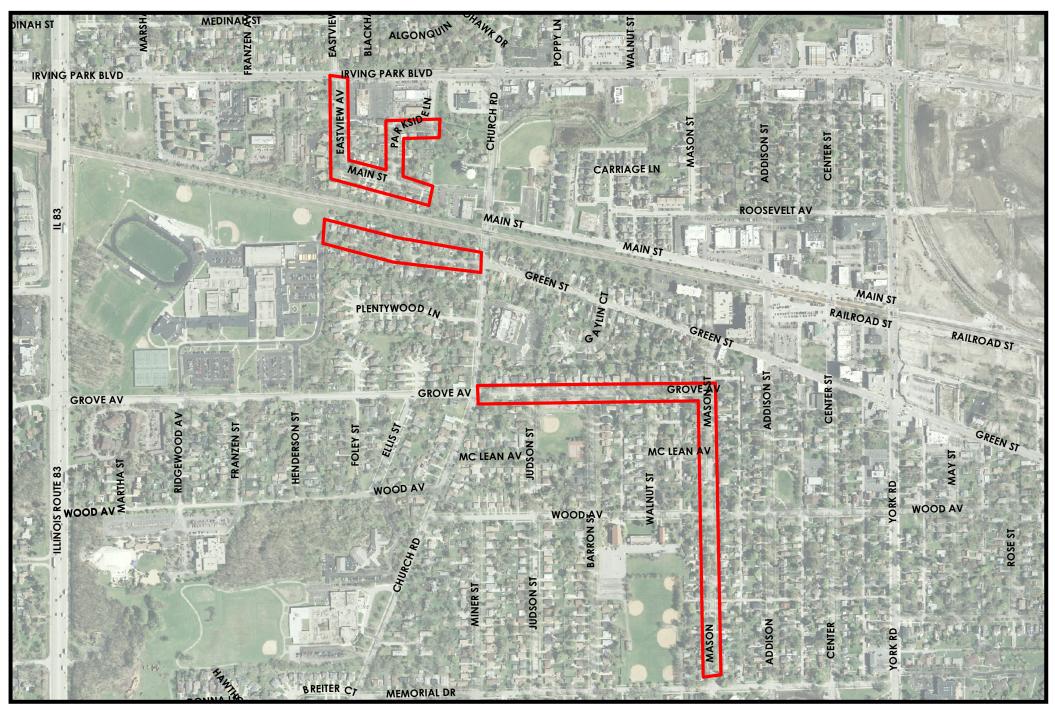
ATTEST:

Ilsa Rivera-Trujillo, Village Clerk	
AYES:	
NAYS:	
ABSENT:	



# Village of Bensenville

2017 Residential Street Light Program



JAMES J. BENES AND ASSOCIATES, INC. CONSULTING ENGINEERS



February 10, 2017

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

# Re: Engineering Proposal 2017 Residential Street Lighting Program

Dear Mr. Caracci:

We appreciate the opportunity to submit this proposal to provide final design engineering services for the 2017 Residential Street Lighting Program along various residential streets throughout the Village of Bensenville. Our understanding of the improvement, the scope of the services to be provided, and our not-to-exceed cost to perform the services are presented in the following paragraphs. Please call me at (630) 719-7570 if you have any questions or comments concerning our proposal.

# UNDERSTANDING OF PROJECT

The Village of Bensenville proposes to install ornamental pedestrian street lighting along the following streets.

- Eastview Avenue Main Street to Irving Park Road
- Main Street Eastview Avenue to Parkside Lane
- Parkside Lane Main Street to Irving Park Road
- Green Street Logan Way to Church Road
- Grove Avenue Church Road to Mason Street
- Mason Street Memorial Drive to Grove Avenue

No streetscape enhancements are being proposed in addition to the streetlights.

At this time the Village is requesting a proposal for final design engineering services to prepare final engineering plans and specifications for the proposed improvements.

It is anticipated that the improvements will be funded by use of a Community Development Block Grant (CDBG) through DuPage County. Construction of the project will be in 2017.

# **SCOPE OF SERVICES**

The following professional engineering services are proposed to be provided to the Village of Bensenville regarding the 2017 Residential Street lighting Program project.

# I. PRELIMINARY ENGINEERING PHASE:

- A. Data Collection and Review:
  - 1. Engineering studies and plans, atlases and other utility information will be obtained from the Village and reviewed.
  - 2. Utility atlases will be obtained from the applicable utility companies to assist in identifying existing underground facilities.
- B. Early Coordination:
  - 1. We will attend a coordination meeting with the Village Staff at the onset of the project for the purpose of confirming the scope of the project, anticipated schedule, and to discuss any specific needs of the Village.
  - 2. Coordination will be provided with the Village of Bensenville from the start of the project until the feasibility study has been completed.

# C. Field Survey:

A field survey will be performed using GPS equipment along the above roadway sections for approximately 7,000 feet. The locations of all items of planimetry (i.e. drives, trees, fences, signs, utilities, etc.) will be determined 10' beyond the existing right-of-way. The sizes and inverts of sewers will not be established. No cross sections will be taken. English units and the NAVD88 vertical control will be used for all measurements.

# D. Base Plan Sheets:

Base plan sheets will be prepared using the data collected in the field survey and information shown on the utility atlases provided by the Village and utility companies. The base sheets will be prepared in AutoCad compatible files and will show all existing pavements, sidewalks, utilities, trees, property lines, and other features for use in preparation of the final plans.

# E. Environmental Investigation:

No environmental investigation will be performed to certify that the soil is suitable for fill in a Clean Construction or Demolition Debris (CCDD) or uncontaminated fill facility since all anticipated excavated soil will remain on site and not hauled to an offsite facility.

# F. Lighting Design Studies:

- 1. Luminaire and Light Pole Selection: The type of light pole and luminaire has already been determined by the Village. The Village will provide a light pole assembly detail to include in the plans along with details regarding electrical usage for wire sizing determination.
- 2. Lighting Calculations: No photometric calculations will be prepared since light pole spacing and locations will be per direction provided by the Village. Voltage drop calculations will be prepared to determine the appropriate wire size.

4. Electric Service Coordination: We will coordinate with Commonwealth Edison regarding electric service for the controllers. ComEd's Service and Meter Applications form will be prepared and submitted to ComEd. One field meeting with ComEd will be attended to survey desirable service drop locations. Our initial controller location will be adjusted as required.

# **II. DESIGN ENGINEERING:**

## A. Final Design:

We will finalize the elements of the proposed improvement based on the recommendations from the Village. The light pole layout, voltage drop calculations, and other design elements will be finalized.

### B. Plan Preparation:

We will prepare final engineering plans in CADD format consisting of the following plan sheets:

- Title Sheet
- General Notes and Schedule of Quantities
- Summary of Quantities
- Schedule of Quantities
- Street Lighting Plan
- Lighting Details
- Construction Details
- IDOT District One Details
- Standard Details

# C. Specifications & Contract Documents:

We will prepare contract documents in the Village and CDBG format. The documents will consist of references to applicable standard specifications, CDBG provisions, special provisions, bid forms, instruction to bidders, Village General Conditions, Contract Bid Form, Bond Forms, Insurance Requirements, and applicable compliance requirements.

# D. Estimates of Cost:

1. We will prepare cost estimates at 65% (preliminary), 95% (pre-final) and final plan completion.

# E. Permitting:

- Stormwater Management Permit: It appear the proposed improvements are located outside any special management area and no new impervious area will be added. Therefore, it is assumed per the provisions contained in the current Countywide Stormwater and Flood Plain Ordinance, a Stormwater Management permit is not anticipated.
- 2. IDOT & County Highway Permit: An IDOT and DuPage County Highway permit applications will not be prepared and submitted to the applicable agencies since no work is being performed within the State right-of-way or DuPage County right-of-way.
- 3. NOI A Notice of Intents for General Permit to Discharge Storm Water Associated with Construction Site Activities permit application will not be

prepared and submitted to the Illinois Environmental Protection Agency since it is anticipated that the disturbed area would be less than one acre.

- F. Submittals:
  - 1. We will submit plans, contract documents, and cost estimates at the 65% (preliminary), 95% (pre-final), and final completion stages. We will meet with the Village staff as needed to discuss review comments.
  - 2. We will submit plans to the utility companies at the 95% (pre-final) completion stage, and will coordinate any conflicts.
- G. CDBG Coordination:

We will submit the construction contract documents and CDC Grant Recipient Bid Manual Checklist to the DuPage Community Development Commission for approval.

H. Bidding:

We will assist the Village as needed in receiving bids; advertise for bids; attend the bid opening; prepare bid tabulation; and prepare correspondence for award of contract. It is anticipated that plans and contract documents will be sold at the office of James J. Benes and Associates, Inc. and payment for the plans and contract documents made to James J. Benes and Associates, Inc. Digital plans and contract documents will be sold instead of paper copies.

- Administrative: Ι.
  - We will attend progress meetings with the Village staff. Two meetings are assumed.
  - Attend a pre-construction meeting with Village Staff and Contractor.

While preparing the proposal, the following assumptions about the scope of work were made, and it is understood that a change in the scope of work will affect the final engineering costs. It was assumed no permits; environmental investigations including soil sampling and testing for CCDD requirements environmental testing are required. It was assumed the field survey will be performed using a one field crew with GPS equipment during the time of year when trees will not have leave. Should the project be delayed so that GPS survey equipment will not function due to foliage on trees, a two man survey crew with total station equipment will be used to collect data. Additional time for a two man survey crew shall be considered services. Should the Village wish James J. Benes and Associates to perform these services, they shall be considered additional services.

Fees for additional services beyond the scope of this proposal, when approved by the Village, will be compensated for on an hourly basis unless an agreed to proposal for the additional services is executed.

SCHEDULE						
Authorization to Proceed	March 2017					
Submit Preliminary Plans	May 2017					
Submit Pre-Final Plans and Docume	nts June 2017					
Submit Final Plans and Documents	July 2017					
Bid Opening	August 2017					

# 

# COMPENSATION

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. The not-to-exceed cost including direct payroll, expansion for overhead and payroll burden, professional fee, and direct costs for the design engineering services for the 2017 Residential Street Lighting Program is \$27,906. The not-to-exceed cost is based on the "Estimate of Manhours and Costs" that is attached to and made part of the proposal.

# ACCEPTANCE

Please contact us if you have any questions or require additional information regarding this proposal for engineering services. If this proposal is agreeable to the Village of Bensenville, please sign and return one copy for our records.

Respectfully Submitted, JAMES J. BENES AND ASSOCIATES, INC.



PE(wi) • PLS(iL) • CFM Vice President

Accepted for: \_\_\_\_\_\_ The Village of Bensenville

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

#### ESTIMATE OF MANHOURS AND COSTS DESIGN ENGINEERING SERVICES FOR VILLAGE OF BENSENVILLE 2017 RESIDENTIAL STREET LIGHTING PROGRAM

							TOTAL			
		SR.	PROJ.		TOTAL	DIRECT	PAYROLL	DIRECT	TOTAL	
CATEGORY OF SERVICE	PRINC.			TECH		PAYROLL	COST	COSTS	COST	
I. PRELIMINARY ENGINEERING										
A. Data Collection & Review	0	0	4	2	6	\$190	\$556	\$0	\$556	
B. Early Coordination										
1. Kickoff Meeting with Village	2	0	0	0	2	\$122	\$357	\$0	\$357	
2. Continued Coordination throughout Project	2	0	2	0	4	\$191	\$559	\$0	\$559	
C. Field Survey	0	0	4	72	76	\$2,010	\$5,884	\$0	\$5,884	
	0	0	4	12	70	\$2,010	\$3,004	φU	φ <u></u> 0,004	
D. Base Plan Sheets	0	0	2	16	18	\$485	\$1,420	\$0	\$1,420	
	Ű	v		10	10	φ100	ψ1,120	ψŭ	ψ1,120	
E. Environmental Investigation (CCDD)	0	0	0	0	0	\$0	\$0	\$0	\$0	
F. Lighting Design Studies										
1. Luminaire and Light Pole Selection	0	0	0	0	0	\$0	\$0	\$0	\$0	
2. Photometric Calculations	0	0	0	0	0	\$0	\$0	\$0	\$0	
3. Voltage Drop Calculations	0	0	8	0	8	\$276	\$808	\$0	\$808	
4. Electric Service Coordination	0	0	8	0	8	\$276	\$808	\$0	\$808	
	· ·		28	00	400	¢0.550	¢40.000	¢0.	£40.000	
SUB TOTAL - PRELIMINARY ENGINEERING	4	0	28	90	122	\$3,550	\$10,392	\$0	\$10,392	
		DESIG			G					
A. Final Design	2	0	8	0	10	\$398	\$1.165	\$0	\$1,165	
A. Tindi Design	2	0	0	0	10	ψ030	ψ1,105	ΨΟ	ψ1,105	
B. Plan Preparation	4	0	44	50	98	\$3,062	\$8,963	\$0	\$8,963	
				00		\$0,00 <u></u>	\$0,000	Ψũ	\$0,000	
C. Special Provisions & Bidding Documents	2	0	20	0	22	\$812	\$2,377	\$0	\$2,377	
D. Estimates of Cost	0	0	4	0	4	\$138	\$404	\$0	\$404	
E. Permitting	0	0	0	0	0	\$0	\$0	\$0	\$0	
F. Submittals 1. Preliminary Plans	0	0	4	0	0	¢100	\$556	\$0	\$556	
2. Pre-final Plans	0	0	4	2	6 6	\$190 \$190	\$556	\$0 \$0	\$556	
3. Final Plans	0	0	4	2	6	\$190	\$556	\$0 \$0	\$556	
4. Utilities	0	0	4	0	4	\$138	\$404	\$0 \$0	\$404	
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G. CDBG Coordination	0	0	4	0	4	\$138	\$404	\$0	\$404	
		ž							* • * •	
H. Bidding	0	0	8	0	8	\$276	\$808	\$0	\$808	
I. Administrative										
1. Progress Meetings	2	0	4	0	6	\$260	\$761	\$0	\$761	
2. Pre-construction Conference	2	0	2	0	4	\$191	\$559	\$0	\$559	
SUB TOTAL - DESIGN ENGINEERING	12	0	110	56	178	\$5,983	\$17,514	\$0	\$17,514	
SUB TUTAL - DESIGN ENGINEERING	12	U	110	90	1/8	\$ <b>3,96</b> 3	\$17,514	φu	\$17,514	
TOTAL ALL PHASES I & II ITEMS	16	0	138	146	300	\$9,533	\$27,906	\$0	\$27,906	
		5		145	000	<b>40,000</b>	<b>4</b> 21,000	Ψ~	Ψ21,000	

JAMES J. BENES AND ASSOCIATES, INC. CONSULTING ENGINEERS



February 10, 2017

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

### Re: Engineering Proposal 2017 Residential Street Lighting Program

Dear Mr. Caracci:

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It is anticipated that the improvements will be funded by use of a Community Development Block Grant (CDBG) through DuPage County. Construction of the project will be in 2017.

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### C. Field Survey:

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We will submit the construction contract documents and CDC Grant Recipient Bid Manual Checklist to the DuPage Community Development Commission for approval.

H. Bidding:

We will assist the Village as needed in receiving bids; advertise for bids; attend the bid opening; prepare bid tabulation; and prepare correspondence for award of contract. It is anticipated that plans and contract documents will be sold at the office of James J. Benes and Associates, Inc. and payment for the plans and contract documents made to James J. Benes and Associates, Inc. Digital plans and contract documents will be sold instead of paper copies.

- Administrative: Ι.
  - We will attend progress meetings with the Village staff. Two meetings are assumed.
  - Attend a pre-construction meeting with Village Staff and Contractor.

While preparing the proposal, the following assumptions about the scope of work were made, and it is understood that a change in the scope of work will affect the final engineering costs. It was assumed no permits; environmental investigations including soil sampling and testing for CCDD requirements environmental testing are required. It was assumed the field survey will be performed using a one field crew with GPS equipment during the time of year when trees will not have leave. Should the project be delayed so that GPS survey equipment will not function due to foliage on trees, a two man survey crew with total station equipment will be used to collect data. Additional time for a two man survey crew shall be considered services. Should the Village wish James J. Benes and Associates to perform these services, they shall be considered additional services.

Fees for additional services beyond the scope of this proposal, when approved by the Village, will be compensated for on an hourly basis unless an agreed to proposal for the additional services is executed.

SCHED	OULE	
Authorization to Proceed	March 2017	
Submit Preliminary Plans	May 2017	
Submit Pre-Final Plans and Docume	nts June 2017	
Submit Final Plans and Documents	July 2017	
Bid Opening	August 2017	

### 

### COMPENSATION

Compensation for all services will be on an hourly rate basis. Invoices will be prepared monthly and will document the direct payroll and direct costs expended. The not-to-exceed cost including direct payroll, expansion for overhead and payroll burden, professional fee, and direct costs for the design engineering services for the 2017 Residential Street Lighting Program is \$33,066. The not-to-exceed cost is based on the "Estimate of Manhours and Costs" that is attached to and made part of the proposal.

### ACCEPTANCE

Please contact us if you have any questions or require additional information regarding this proposal for engineering services. If this proposal is agreeable to the Village of Bensenville, please sign and return one copy for our records.

Respectfully Submitted, JAMES J. BENES AND ASSOCIATES, INC.

By. Bradley D. Hargett

PE(wi) • PLS(IL) • CFM Vice President

Accepted for: <u>The Village of Bensenville</u>

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

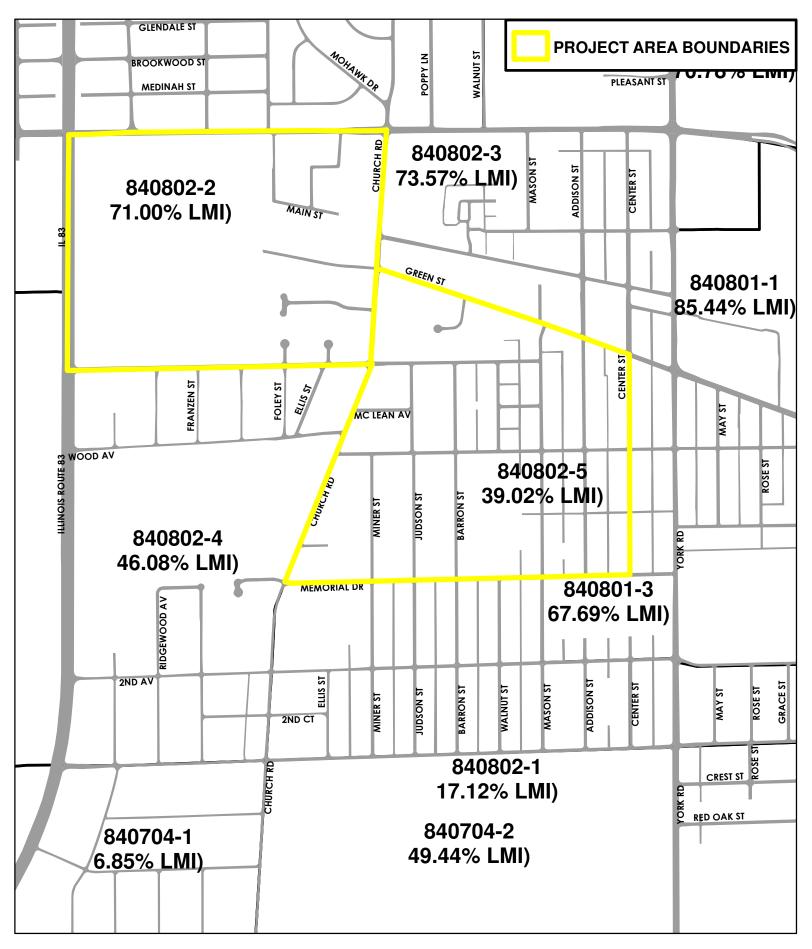
### ESTIMATE OF MANHOURS AND COSTS DESIGN ENGINEERING SERVICES FOR VILLAGE OF BENSENVILLE 2017 RESIDENTIAL STREET LIGHTING PROGRAM

							TOTAL		
		SR.	PROJ.		TOTAL	DIRECT	PAYROLL	DIRECT	TOTAL
CATEGORY OF SERVICE	PRINC.		ENG.			PAYROLL	COST	COSTS	COST
			IARY EN	-		<b>\$100</b>	<b>#</b> ==0	<b>*</b> 0	<b>#</b> ==0
A. Data Collection & Review	0	0	4	2	6	\$190	\$556	\$0	\$556
B. Early Coordination									
1. Kickoff Meeting with Village	2	0	2	0	4	\$191	\$559	\$0	\$559
2. Continued Coordination throughout Project	2	0	4	0	6	\$260	\$761	\$0	\$761
						<b>A2 2 1 2</b>	<b>*</b> 2.122	<b>^</b>	<b>^</b>
C. Field Survey	0	0	4	80	84	\$2,218	\$6,493	\$0	\$6,493
D. Base Plan Sheets	0	0	2	16	18	\$485	\$1,420	\$0	\$1,420
	Ŭ				10		¢1,120		
E. Environmental Investigation (CCDD)	0	0	0	0	0	\$0	\$0	\$0	\$0
F. Lighting Design Studies 1. Luminaire and Light Pole Selection	0	0	0	0	0	\$0	\$0	\$0	\$0
2. Photometric Calculations	0	0	0	0	0	\$0 \$0	\$0 \$0	\$0 \$0	\$0 \$0
3. Voltage Drop Calculations	0	0	12	0	12	\$414	\$1,212	\$0	\$0 \$1,212
4. Electric Service Coordination	0	0	8	0	8	\$276	\$808	\$0	\$808
									•
SUB TOTAL - PRELIMINARY ENGINEERING	4	0	36	98	138	\$4,034	\$11,809	\$0	\$11,809
		DEOLO			~				
A. Final Design	2	. DESIG	<u>I2 12 12 12 12 12 12 12 12 12 12 12 12 12</u>	0	G 14	\$536	\$1,569	\$0	\$1,569
	2	0	12	0	14	\$000	\$1,509	φU	\$1,509
B. Plan Preparation	4	0	48	64	116	\$3,564	\$10,433	\$0	\$10,433
									-
C. Special Provisions & Bidding Documents	2	0	24	0	26	\$950	\$2,781	\$0	\$2,781
D. Estimates of Cost	0	0	4	0	4	\$138	\$404	\$0	\$404
	Ű					<b>\$100</b>	φ101	ψü	<b><i>Q</i>101</b>
E. Permitting	0	0	0	0	0	\$0	\$0	\$0	\$0
F. Submittals 1. Preliminary Plans	0	0	4	2	6	\$190	\$556	\$100	\$656
2. Pre-final Plans	0	0	4	2	6	\$190	\$556	\$100	\$656
3. Final Plans	0	0	4	2	6	\$190	\$556	\$100	\$656
4. Utilities	0	0	4	0	4	\$138	\$404	\$100	\$504
G. CDBG Coordination	0	0	8	0	8	\$276	\$808	\$0	\$808
H. Bidding	0	0	8	4	12	\$380	\$1,112	\$0	\$1,112
	0	0	0	4	12	\$360	<b>⊅</b> 1,11∠	\$U	\$1,11Z
I. Administrative									
1. Progress Meetings	4	0	4	0	8	\$382	\$1,118	\$0	\$1,118
2. Pre-construction Conference	2	0	2	0	4	\$191	\$559	\$0	\$559
SUB TOTAL - DESIGN ENGINEERING	14	0	126	74	214	\$7,125	\$20,857	\$400	\$21,257
	1 14		120		217	ψ1,123	Ψ <b>2</b> 0,001	φ-100	Ψ <b>21,2</b> 37



### Village of Bensenville

CDBG Residential Street Lighting Project



TYPE:

SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works DATE: February 21, 2017

### **DESCRIPTION:**

Resolution Authorizing a Direct Purchase of Streetlights and Associated Accessories from Sternberg Lighting, Inc. to be Installed Along IL-19 as Part of IDOT Contact 60B42 Related to the York-Irving Intersection Improvements in the Not-to-Exceed Amount of \$228,721

### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<ul> <li>X Financially Sound Village</li> <li>X Quality Customer Oriented Services</li> <li>X Safe and Beautiful Village</li> </ul>	XEnrich the lives of ResidentsXMajor Business/Corporate CenterXVibrant Major Corridors
<b>COMMITTEE ACTION:</b>	<b>DATE:</b>
I & E (unanimously approved 6-0)	February 21, 2017

### BACKGROUND:

Illinois Department of Transportation (IDOT) is in the process of making intersection improvements at IL-19 with York Rd (contract 60B42). This is the last of the contracts at this location which will complete the long awaited grade separation project. During the design of this project, the Village had expressed its desire to beautify the IL-19 corridor through town. As part of this project the Village desired to install decorative street lights as well stamped concrete sidewalks.

### **KEY ISSUES:**

This project appeared on the IDOT letting on March 6, 2015. The contract was awarded to apparent low bidder F.H. Paschen/S.N. Nielsen who submitted a bid for \$17,562,291.24. The streetlights pay item was accidentally omitted from the bidding items and as such are not included in the aforementioned total project cost.

IDOT obtained Agreed Unit Prices (AUP) from the contractor to purchase and install the streetlights. After reviewing the AUPs, staff is not in agreement with the provided prices since the Village can purchase the same streetlights directly from the manufacturer for a more cost effective price.

The Village proposed the idea of making a direct purchase of the streetlights and supplying it to the IDOT contractor for installation, which was agreed upon by all parties. This approach has resulted in the savings of \$153,320.14. IDOT requested AUP for installation only, all prices and savings are shown in table below.

Streetlight	AUP	AUP (Install	Direct	Total (Direct	Savings,	Total Savings
Туре	(Purchase &	Only), Each	Purchase	purchase &	Each	_
(quantity)	Installation),		Price, Each	Installation),		
	Each			Each		
Type D-1 (9)	\$15,251.70	\$1,435.36	\$8,169.00	\$9,604.36	\$5,647.34	\$50,826.06
Type D-2 (16)	\$18,034.95	\$1,929.07	\$9,700.00	\$11,629.07	\$6,405.88	\$102,494.08

The proposed Streetlights are manufactured by Sternberg Lighting, Inc. of Roselle, IL. KSA Lighting is the agent representing the northern Illinois region; however, any contractual agreement to purchase material would occur directly between Sternberg Lighting and Village of Bensenville.

The Village will purchase the streetlights directly from the supplier and provide it to the contractor to install as part of the project. The staff has received a proposal from KSA to supply a total of sixteen (16) Type-D2 streetlights and nine (9) Type-D1 streetlights to be installed along IL-19. Type D1 does not have a pedestrian fixture while Type D2 does. The price includes the fixture, mast arm, banner arms, hanging basket and pedestrian lighting fixture. The upgrade will complete the aesthetics improvements along one of our busiest corridors.

The total cost of the 16 Type-D2 plus the 9 Type-D1 is \$228,721.

### ALTERNATIVES:

Discretion of the Village Board.

### **RECOMMENDATION:**

At the February 21, 2017 Infrastructure & Environment Committee Meeting, the Committee recommended approval (6-0) of the Resolution.

### **BUDGET IMPACT:**

In FY2017, staff has budgeted \$464,767 for the construction of this project. The direct purchase of the streetlights will be billed to the same account.

### **ACTION REQUIRED:**

Resolution authorizing a direct purchase of streetlights and associated accessories from Sternberg Lighting, Inc. to be installed along IL-19 as part of IDOT contract 60B42 related to York-Irving intersection improvements project in the not-to-exceed amount of \$228,721.00.

### ATTACHMENTS:

Description	<u>Upload Date</u>	<u>Type</u>
RES - Streetlight Purchase York and Irving	2/14/2017	Resolution Letter
Location Map	2/13/2017	Backup Material
Sternberg Revised Quote	2/13/2017	Backup Material
Sternberg Original Quote	2/13/2017	Backup Material
AUP - Install Only D1	2/13/2017	Backup Material
AUP - Install Only D2	2/13/2017	Backup Material
AUP - Purchase and Install - D1	2/13/2017	Backup Material
AUP - Purchase and Install - D2	2/13/2017	Backup Material
Model Type D1	2/13/2017	Backup Material
Model Type D2	2/13/2017	Backup Material

RESOLUTION NO.

### A RESOLUTION AUTHORIZING A DIRECT PURCHASE OF STREETLIGHTS AND ASSOCIATED ACCESSORIES FROM STERNBERG LIGHTING, INC. TO BE INSTALLED ALONG IL-19 AS PART OF IDOT PROJECT CONCERNING ROAD IMPROVEMENTS TO ILLINOIS ROUTE 19 AT YORK RD (IDOT CONTRACT 60B42) IN THE NOT-TO-EXCEED AMOUNT OF \$228,721.00

WHEREAS, the Village of Bensenville (herein after "Village") entered into an Agreement with State of Illinois Department of Transportation (herein after "State") on 3rd day of June 2013; and

WHEREAS, the agreement was modified on 24<sup>th</sup> day of April, 2015; and

WHEREAS, the Agreement Number JN-112-039 is relative to the improvements the Department planned for Illinois Route 19 (FAU Route 1321), State Section Number 32N-4, State Job Number C-91-332-06; and

WHEREAS the Village of Bensenville has identified Irving Park Road (IL-19) as a vibrant major corridor; and

WHEREAS the Village has identified streetscape improvement including stamped sidewalk as well as decorative streetlights along this corridor as one of the strategic goals; and

WHEREAS the Village has desired to include similar streetscape improvements as part of this agreement with IDOT; and

WHEREAS, the Village will make a direct purchase of the streetlights from Sternberg Lighting, Inc; and

WHEREAS the streetlights will be installed as part of the IDOT Contract 60B42; and

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

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing a direct purchase of the streetlight from Sternberg Lighting, Inc in the not-to-exceed amount of \$228,721.00

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

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

### APPROVED:

Temporary Chairperson

### ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

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

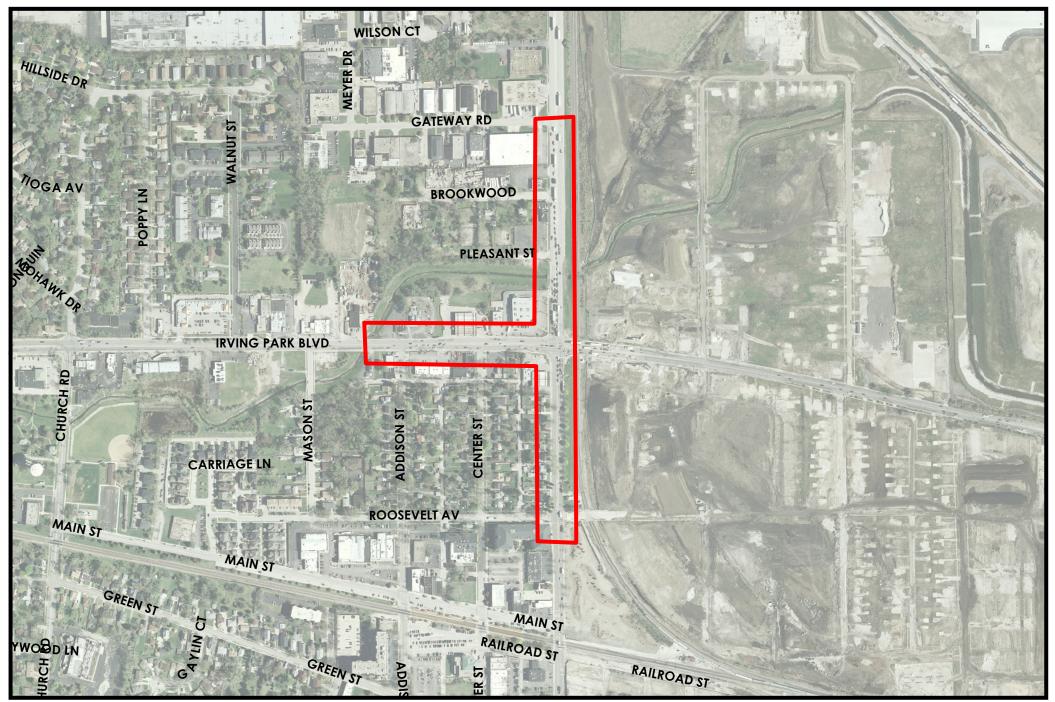
ABSENT: \_\_\_\_\_



### Village of Bensenville

York-Irving Park Road Intersection Improvement







**LIGHTING & CONTROLS** 

Quote

Job Name: Village of Bensenville 2017 Quote #: 17-66747-0 Quote Label: IDOT 60B42 Job Location: BENSENVILLE, Illinois Issue Date: 2/10/2017 Good Through: 3/30/2017 Quoted By: Smith, Callie

KSA LIGHTING INC

HANOVER PARK, IL 60133-5420

(Phn) 630-307-6955 EXT: (Fax) 630-307-6965

**1220 CENTRAL AVE** 

Quoted To: KSA LIGHTING INC 1220 CENTRAL AVE HANOVER PARK, IL 60133-5420

Туре	Qty	Manufacturer/Brand	Catalog #	Line Comment	Unit \$	Ext\$
	ype Qty 16 9	Sternberg Lighting	1-1531FLED/FG/CAS15/HS-HB/10ARC45T3- MDL03/1- MS805ALED/480DPM/1RND45T3/CSA/FHC/9335A RTF-16SF/BDBA6/GFI-IUC/2-LPB/RPBP/BK		\$9,700.00	\$155,200.00
	9	Sternberg Lighting	1-1531FLED/FG/CAS15/HS-HB/10ARC45T3- MDL03/9335ARTF-16SF/BDBA6/GFI-IUC/2- LPB/RPBP/BK		\$8,169.00	\$73,521.00

Grand Total: \$228,721.00

### Notes

- \* Lamps NOT Included Except as Noted
- \* Manufacturer's Standard Freight Terms and Conditions for Sale Apply
- \* Any deviation voids this quote.
- \* Alternate Fixtures are not included in the total.
- \* Final confirmation of quantities is the responsibility of the contractor.
- \* Subject to approval; No plans or specs were provided at bid time.
- \* Please reference KSA quote number on purchase order.
- \* Luminaire testing is not included for all roadway quotations unless otherwise specified in the body of the quote.
- \* A set of submittals marked "Approved as Noted", or KSA Release Waiver Form, will be required for all project orders.

\* All control products will require submittal sets generated by KSA. Full Submittal sets are available upon receipt of HFR Purchase orders. Device color, voltage and counts must be verified prior to project release.

\* nLight devices require CAT 5 cable connections between devices. 1500 ft max cable length per zone. The preferred CAT 5 cable pin out for the nLight network is T568B.



### **LIGHTING & CONTROLS**

Freight/Order Terms

Quote

Job Name: Village of Bensenville 2017 Quote #: 17-66747-0 Quote Label: IDOT 60B42 Job Location: BENSENVILLE, Illinois Issue Date: 2/10/2017 Good Through: 3/30/2017 Quoted By: Smith, Callie

Freight/Order Terms				
Sternberg Lighting:	<ul> <li>All shipments will be FOB origin. Most orders will be shipped common carrier and freight prepaid (freight allowed) by Sternberg. Consult factory quotation for the specific freight terms. \$50.00 minimum order.</li> <li>Sternberg Lighting Terms of Sale: <ol> <li>Freight terms: Full freight allowed for one shipment &amp; quoted quantities.</li> <li>All orders \$10,000.00 and over require approved drawings prior to release.</li> <li>Price good until expiration date. Lamps not included unless noted in part number.</li> <li>Sternberg Lighting reserves the right to correct any typographical errors.</li> <li>Cancellation of released purchase orders are subject to a 50% cancellation fee.</li> </ol> </li> </ul>	Freight Minimum:	Always Covered	Qualifies: Yes

Accepted By: \_\_\_\_\_

Village Manager

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



Quote

Job Name: Village of Bensenville 2017 Quote #: 17-66747-0 Quote Label: IDOT 60B42 Job Location: BENSENVILLE, Illinois Issue Date: 1/30/2017 Good Through: 3/30/2017 Quoted By: Smith, Callie

HANOVER PARK, IL 60133-5420

(Phn) 630-307-6955 EXT: (Fax) 630-307-6965

KSA LIGHTING INC

**1220 CENTRAL AVE** 

**LIGHTING & CONTROLS** 

Quoted To: KSA LIGHTING INC 1220 CENTRAL AVE HANOVER PARK, IL 60133-5420

Туре	Qty	Manufacturer/Brand	Catalog #	Line Comment	Unit \$	Ext\$
	16	Sternberg Lighting	1-1531FLED/FG/CAS15/HS-HB/10ARC45T3- MDL03/1- MS805ALED/480DPM/1RND45T3/CSA/FHC/9335A RTF-16SF/BDBA6/GFI-IUC/2-LPB/RPBP/BK		\$9,984.00	\$159,744.00
	9	Sternberg Lighting	1-1531FLED/FG/CAS15/HS-HB/10ARC45T3- MDL03/9335ARTF-16SF/BDBA6/GFI-IUC/2- LPB/RPBP/BK		\$8,453.00	\$76,077.00

Grand Total: \$235,821.00

### Notes

- \* Lamps NOT Included Except as Noted
- \* Manufacturer's Standard Freight Terms and Conditions for Sale Apply
- \* Any deviation voids this quote.
- \* Alternate Fixtures are not included in the total.
- \* Final confirmation of quantities is the responsibility of the contractor.
- \* Subject to approval; No plans or specs were provided at bid time.
- \* Please reference KSA quote number on purchase order.
- \* Luminaire testing is not included for all roadway quotations unless otherwise specified in the body of the quote.
- \* A set of submittals marked "Approved as Noted", or KSA Release Waiver Form, will be required for all project orders.

\* All control products will require submittal sets generated by KSA. Full Submittal sets are available upon receipt of HFR Purchase orders. Device color, voltage and counts must be verified prior to project release.

\* nLight devices require CAT 5 cable connections between devices. 1500 ft max cable length per zone. The preferred CAT 5 cable pin out for the nLight network is T568B.



### LIGHTING & CONTROLS

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Freight/Order Terms				
Sternberg Lighting:	<ul> <li>All shipments will be FOB origin. Most orders will be shipped common carrier and freight prepaid (freight allowed) by Sternberg. Consult factory quotation for the specific freight terms. \$50.00 minimum order.</li> <li>Sternberg Lighting Terms of Sale: <ol> <li>Freight terms: Full freight allowed for one shipment &amp; quoted quantities.</li> <li>All orders \$10,000.00 and over require approved drawings prior to release.</li> <li>Price good until expiration date. Lamps not included unless noted in part number.</li> <li>Sternberg Lighting reserves the right to correct any typographical errors.</li> <li>Cancellation of released purchase orders are subject to a 50% cancellation fee.</li> </ol> </li> </ul>	Freight Minimum:	Always Covered	Qualifies: Yes



### F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC

GENERAL CONTRACTORS

May, 10<sup>th</sup> 2015

Illinois Department of Transportation 2300 South Dirken Parkway Springfield, IL 62764

Attention: Daniel Novak

RE: IDOT Contract 60B42 (Item 166 3/6/15) Illinois Route 19 & York Road Section 32RS&N (12) Route FAU-1321

X9103502-Subject: IDOT 60B42 AUP for <del>X1400027</del> Dec Unit Type D1

IDOT requested an AUP (Agreed Unit Price) for <del>X1400027</del> Decorative Lighting Unit Type D1. This new item was added per Construction Revision 1.

1. X1400027 Dec Unit Type D1 9 Ea. \$1,435.36

F.H. Paschen proposes a unit price of \$1,435.36 for each Type D1 Decorative Lighting Unit, for a total proposal cost of \$12,918.27.

Please don't hesitate to contact me with any questions or concerns.

Sincerely, F.H. Paschen, S.N. Nielsen & Associates LLC

INSTALL ONLY

John Morley Project Manager

### F.H. Paschen, SN Nielsen

Job Name 60B42 - Irving Park and York

FORCE ACCOUNT FOR AUP - X1400027 Dec Unit Type D1

PERIOD \_\_\_\_\_ To \_\_\_\_\_

### EQUIPMENT EXPENDITURE (HRS.)

COST TOTAL

JNT BILL WAS TAKEN FROM STOCK IS	
	TOTAL EQUIPMENT EXPENSE Total Price/Unit Total SHOWN AT OUR COST.
	Total Price/Unil Total
	Total Price/Unil Total
	Total Price/Unii Tota
	Total Price/Unii Tota
	Total Price/Unii Tota
	Total Price/(Unit Tota
	SHOWN AT OUR COST.
	SHOWN AT OUR COST.
	Total Price/Unit Tota
	Total Price/Unii Tota
	Total Price/Unit Tota
	Total Price/Unil Tota
Quantity Unit	Totai
9.00 Ea	\$12,144.15





### 1111 East Touhy Ave. Des Plaines IL 60018 PH: 630-585-0933 FAX: 630-585-0314

	PROJECT:	INDECORPTIVE LIGHTING UNIT TYPE D1 -     EA     1     \$     1,349,45				
	Contract No. DUE DATE: NOTE:	8/27/2015 Decorative Light Fixture AUP			~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
	Pay Item	Description	UM	UNIT	Unit Price	Total
*			EA	1	\$    1,349,45"	35
	1 21300028		EA		\$ 1,813.47	A DECEMPTOR OF A DECE

SCOPE NOTES:

- 1 DND Excludes Anchor Bolts and Anchor Bolt Template, to be provided by others as recommended by pole manufacturer. Anchor Bolts required at time of Foundation Installation.
- 2 Pricing provided is for Pole type as provided on the IFB documents, changes in design and or wiring is subject for price revision.
- 3 Traffic Control and Protection is Excluded, to be provided by others.
- 4 Pricing Includes pick up of poles at City of Bensenville yard.

NOTES: Our bid is conditioned on the execution of a mutually-acceptable contract.

DND ELECTRIC INC. 2265 CHURCH ROAD AURORA, IL 60502

FORCE ACCOUNT NO:

2/24/2016

60B42 Dupage 6329

CONTRACT NO: COUNTY: DND ELECTRIC JOB # ATP #

WEEK ENDING: DESCRIPTION: DECORATIVE LIGHT FIXTURES D1

	DTAL HOURS OT DT REG OT DT INSUR OT DT S2 63 78 95 405 27	250     47.48     71.22     94.97     118.71       250     47.48     71.22     94.97     118.71       250     47.48     71.22     94.97     118.71       251     57.24     76.32     9.54     9.54       38.16     57.24     76.32     9.54     9.54	388.08	BENEFIT     PAYROLL     HRS     on Pay     Per Hour     TOTAL       9     9     9     388.08     8.00     61.77%     239.72       150     176     116     116     238.72     238.72     238.72       166     176     61.77%     238.76     238.72     238.72       166     176     61.77%     238.76     238.76       264     701     701     701     701       176     701     176     176     176       176     701     176     177%     238.76       176     701     176     177%     177%	239.72 SUB-TOTAL 627.80 PLUS 35% 219.73 SUB-TOTAL 847.53	WORKMENS COMP     388.05     10.600%     41.14       PUBLIC LIABILITY     388.05     5.03%     41.14       FUTA     388.06     0.13%     0.50       SUTA     388.08     0.13%     0.50       FST     388.08     2.67%     11.14       FST     388.08     11.14     5.03%       PLUS 10%OF TOTAL ADDITIVES     101.99     10.00%	
LABOR EXPENSE	ON NO. ST OT ST OT ST OT ST OT ST OT OT DT 9 250	JN 8 2.50 JN 8 2.50 Heper 8 0.25 Heper 9 0.25	TDTALS A.00	36 EXPENSE 36 53 34 45 23 45 177 135 135 177 177 175 177 175 175 175 175 175 175 175 175 175 175			TOTAL PAYROLL ADDITIVES

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS A COPY OF THAT PORTION OF THE PAYR®448 WHICH APPLIES TO THE ABOVE STATED WORK AND THAT THE RATES SHOWN FOR TAXES AND INSURANCE ARE ACTUAL COSTS.

DND ELECTRIC INC: 2255 CHURCH ROAD AURORA, IL 80502

FORCE ACCOUNT NO:

2/24/2016

CONTRACT NO: 60842 COUNTY: Dupage DND ELECTRIC JOB # 6329. ATP #

> WEEK ENDING: DESCRIPTION: DECORATIVE LIGHT FIXTURES D1

DND Electric Inc.

Sr. Project Manager

### EQUIPMENT EXPENSE

DESCRIPTION	MOM	TUES	VED	THUR	ц Ц	T A R	CI IN	EQUIPMENT ECOMULA	TOTAL			
Mini Excavator							207	LORNULA	THKS	LL.	RATE AMOUNT	MOUNT
Breaker										LA)	22,87 \$	1
FS60 Utility Truck	2.75											
Tilt Deck Trailer	2.75								2.6	ŝ	28.18 5	77.50
Vuice Trailer									2.8	ŝ	3.55 \$	9.76
F450 Utility Bucket Truck										s	3.55 \$	•
1A - Digger Denick	2.50									63	37.48 \$	,
Bobest T300									255	ы	63,45 S	158,63
TOTAL FOURDMENT										\$	39.B1 S	4
											ŝ	245,38

## SUBCONTRACT EXPENSE

	AMOUNT	
	RATF	
TOTAL		
	SUN	
	SAT	
	FRI	
i	HUR	
6 LL LL	1000	
MON		
DESCRIPTION		

. . . . .

g F		AMOUNT \$125.00	
SUB-TOTAL PLUS 5%		UNIT PRICE \$125.00	
SUB PLI		TOTAL QUANTITY 1.00	
		UNIT OF MEASURE EA	
			N 5000
TOTAL SUBCONTRACTOR EXPENSE	ENSE	RE HARNESS	
TOTAL SUBCO	MATERIAL EXPENSE	DESCRIPTION SPLICE KIT - WIRE HARNESS	

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1 | - C

VD ELECTRIC INC.	155 CHURCH ROAD	AURORA, IL 60502
2 2 2 2 2	2255	AUF

ELECTRIC INC.	
I CHURCH ROAD	
ORA. IL 60502	

1437) 1447)

DND ELECTRIC INC. 2255 CHURCH ROAD AURORA, IL 60502	FORCE ACCOUNT NO:		
	CONTRACT NO: COUNTY: DND ELECTRIC JOB # ATP #	60B42 Dupage 6329	2/24/2016
WEEK ENDING: DESCRIPTION: DECORATIVE LIGHT FIXTURES D1			
		SUB-TOTAL PLUS 15%	\$125.00 18.75
TOTAL MATERIAL EXPENSE			\$143.75
THIS IS TO CERTIFY THAT THE MATERIAL ENTERED ON THIS FORCE ACCOUNT BILL WHICH TAKEN FROM STOCK IS SHOWN AT OUR COST.	V FROM STOCK IS SHOWN AT OUR COST.		
Sr. Proect Manager			
	SUMMARY C	SUMMARY OF EXPENSES:	
RESIDENT ENGINEER	LABC EQUI SUBC MATT	LABOR EQUIPMENT SUBCONTRACTOR MATERIAL	\$ 959.72 \$ 245.88 \$ 143.75
	SUB-TOTAL		\$ 1,349.35
DISTRICT ENGINEER	TOTAL AMOUNT DUE	UNT DUE	\$ 1,349.35
·			



### F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC GENERAL CONTRACTORS

May, 10<sup>th</sup> 2015

Illinois Department of Transportation 2300 South Dirken Parkway Springfield, IL 62764

Attention: Daniel Novak

RE: IDOT Contract 60B42 (Item 166 3/6/15) Illinois Route 19 & York Road Section 32RS&N (12) Route FAU-1321

X9/03503 Subject: IDOT 60B42 AUP for <del>X1400028</del> Dec Unit Type D2

IDOT requested an AUP (Agreed Unit Price) for X1400028 Dec Unit Type D2. This new item was added per Construction Revision 1.

1. X1400027 Dec Unit Type D2 16 Ea. \$1,929.07

F.H. Paschen proposes a unit price of \$1,929.07 for each Type D2 Decorative Lighting Unit, for a total proposal cost of \$30,865.10.

Please don't hesitate to contact me with any questions or concerns.

Sincerely, F.H. Paschen, S.N. Nielsen & Associates LLC

INSTALL ONLY

John Morley Project Manager

### F.H. Paschen, SN Nielsen Job Name 60B42 - Irving Park and York FORCE ACCOUNT FOR AUP - X1400027 Dec Unit Type D2 \_\_\_\_\_ То \_\_\_\_\_ PERIOD COST EQUIPMENT EXPENDITURE (HRS.) TOTAL HOURS RATE TOTAL EQUIPMENT LIST 27.78 TOTAL EQUIPMENT EXPENSE Total Price/Unit Total Price MATERIAL EXPENSES AFFIDAVIT THIS IS TO CERTIFY THAT THE MATERIAL ENTERED ON THIS FORCE ACCOUNT BILL WAS TAKEN FROM STOCK IS SHOWN AT OUR COST. F.H. Paschen, SN Nielsen SUBTOTAL MATERIAL EXPENSE \$ PLUS 15% \_\$\_\_\_\_ -----TOTAL MATERIAL EXPENSE \$ • ----Total Price/Unit Total Price INCIDENTALS SUBTOTAL INCIDENTAL EXPENSE \$ PLUS 5% \$ -TOTAL INCIDENTAL \$ -SUBCONTRACTORS Quantity Unit Total Price \_\_\_\_ \$29,015,52 DND Electric - Labor \$1,813.47 16.00 Ea SUBTOTAL \$ 29,015.52 PLUS 5% 1450.78 TOTAL SUBCONTRACTOR \$ 30,466.30 COST SUMMARY TOTAL LABOR \_ \_ TOTAL EQUIPMENT \_ -TOTAL MATERIAL \$ -TOTAL INCIDENTALS \$ -TOTAL SUBCONTRACTOR \$ 30,466.30 SUBTOTAL \$ 30,466.30 EN LIABILITY / UMBRELLA (\$8.00 Per \$1,000) \$ 243.73 BOND (0.39%) \$ 118.82 PLUS 10% OF BOND / GL / UMB \_\$\_\_\_\_ 36,25 TOTAL Proposal Cost \$ 30,865.10 Unit Price for Each Adjustment - \$ 1,929.07



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### 1111 East Touhy Ave. Des Plaines IL 60018 PH: 630-585-0933 FAX: 630-585-0314

PROJECT:	IRVING PARK ROAD AND YORK ROAD - RES IMPROVEMENTS	URFACING,	INTERSECT	ION	
Contract No. DUE DATE: NOTE:	IDOT 60B42 8/27/2015 Decorative Light Fixture AUP Installation Only		Contact: Phone:	630-4	Castellon 29-1935
Pay Item	Description	UM	UNIT	Unit Price	Total
X1400027	DECORATIVE LIGHTING UNIT TYPE D1 - INSTALLATION ONLY	EA	1	\$ 1,349,45	35
	DECORATIVE LIGHTING UNIT TYPE D2 - INSTALLATION ONLY	EA	1	\$ 1,813.47	

SCOPE NOTES:

- 1 DND Excludes Anchor Bolts and Anchor Bolt Template, to be provided by others as recommended by pole manufacturer. Anchor Bolts required at time of Foundation Installation.
- 2 Pricing provided is for Pole type as provided on the IFB documents, changes in design and or wiring is subject for price revision.
- 3 Traffic Control and Protection is Excluded, to be provided by others.
- 4 Pricing Includes pick up of poles at City of Bensenville yard.

NOTES:

Our bid is conditioned on the execution of a mutually- acceptable contract.

FORCE ACCOUNT NO:

2/24/2016

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> CONTRACT NO: 60B42 COUNTY: Dupage DND ELECTRIC JOB # 6329 ATP #

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WEEK ENDING: DESCRIPTION: DECORATIVE LIGHT FIXTURES D2

LABOR EXPENSE	

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NON										SAT		SUN	ToT	FAL HOURS		PAY R	РАУ РАТЕ		INSURANCE	
NAME CLASS	ÖN		티	ST	OT ST OT ST OT	1 1 1	ST	01 S	ST O	ot ot	DT	DT	REG	REG OT DT		•		1 L		PAYROLL
N.L.	o,	09°°											3.50		52.63		ľ	105.27	184.22	184.22
N)	o,	3,50											3.50		47.45			94.97	166.19	166.19
Z	Ģ	3.00											3,00		47.45			94.97	142.45	142.45
Z,	m														47.45			78,48		
YARD PICK UP Malper	m	0.25											0.25					12:12		
YARD FICK UP Helper	cn	0.25											0.25		38.16			76.32	9.54	9.54
															38.16		57.24	76.32		
C STOF																				
ICINES		10.50											10.50						502.40	502.40
RENEDTS EXDENSE														1						

BENEFITS EXPENSE	BENEFIT		Par Hour	TOTAL
	6 6	502.40 10.50 61.77%		310.33
	134 150 176			
	196			
	289 461			
	545 701			
	523			
TOTAL BENEFITS	dO			340 33
		SUB-TOTAL BILIC 35%		812.73
_		SUB-TOTAL		204.45 1097.19
PAYROLL ADDITIVES				
	WORKMENS COMP PUBLIC LIABILITY	502.40 502.40	10.600% 5.03%	53.25 25.77
	FUTA		0.13%	0.65
	SUTA		2.87%	4.42
			6.20%	31,15
	FINI FLUS 10%OF TOTAL ADDITIVES		1.45%	7.28
			8/00.01	07.0

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS A COPY OF THAT PORTION OF THE PAYROMANCH APPLIES TO THE ABOVE STATED WORK AND THAT THE RATES SHOWN FOR TAXES AND INSURANCE ARE ACTUAL COSTS.

TOTAL PAYROLL ADDITIVES GRAND TOTAL LABOR EXPENSE

145.22

1242.41

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DND ELECTRIC INC. 2255 CHURCH ROAD AURORA, IL 80502

FORCE ACCOUNT NO:

2/24/2016

CONTRACT NO: 60B42 COUNTY: Dupage DND ELECTRIC JOB # 5329 ATP #

WEEK ENDING: DESCRIPTION: DECORATIVE LIGHT FIXTURES D2

DND Electric Inc.

Sr. Project Manager

### EQUIPMENT EXPENSE

								EQUIPMENT	TOTAL				
DESCRIPTION	MON	MON TUES	WED	THUR	FRI	SAT	SUN	FORMULA	HRS		RATE	AMOUNT	
Mini Excavator										G	22.87	•	F
Breaker													
F550 Utility Truck	3.75								3.8	69	28.18	\$ 105.65	N
Tit Deck Trailer	3.75								3.8	649	3,55	5 13.31	_
Wira Trallar										61	3,55	1	
F450 Ullity Buekat Truck										67	37,46	,	
1A - Digger Derrick	3.50								3.5	69	63.45	\$ 222.06	m
Babaat 1300										s	39,81	н Ю	
TOTAL EQUIPMENT												\$ 341.06	<i></i>
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# SUBCONTRACT EXPENSE

AMOUNT		ı
RATE		
QUANTITY		
SUN		
SAT		
FRI		
THUR		
WED		
TUES		
MON		
DESCRIPTION		

V-LU-L

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		SUB-TOTAL	
		PLUS 5%	
TOTAL SUBCONTRACTOR EXPENSE			r
MATERIAL EXPENSE			
	UNIT OF TOTAL	UNIT	
DESCRIPTION		PRICE	AMOUNT
SPLICE KIT - WIRE HARNESS		\$200.00	\$200.00
	E		
		***************************************	
	Page 2 Page 2		

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DND ELECTRIC INC. 2255 CHURCH ROAD AURORA, IL 60502

FORCE ACCOUNT NO:

ı 1 , .

2255 CHURCH ROAD AURORA, IL 60502		
. CONTRACT NO: COUNTY: DND ELECTRIC JOB # ATP #	CONTRACT NO: 50B42 COUNTY: Dupage LECTRIC JOB # 6329 ATP #	2/24/2016
WEEK ENDING: DESCRIPTION: DECORATIVE LIGHT FIXTURES D2		
	SUB-TOTAL PLUS 15%	\$200.00 30.00
TOTAL MATERIAL EXPENSE		\$230.00
THIS IS TO CERTIFY THAT THE MATERIAL ENTERED ON THIS FORCE ACCOUNT BILL WHICH TAKEN FROM STOCK IS SHOWN AT OUR COST.	rt our cost.	
Sr. Proect Manager		
·	SUMMARY OF EXPENSES:	
PESIDENT ENGINEED	LABOR EQUIPMENT SUBCONTRACTOR MATERIAL	\$ 1,242,41 \$ 341.06 \$ - \$ 230.00
	SUB-TOTAL	\$ 1,813.47
DISTRICT ENGINEER	TOTAL AMOUNT DUE	\$ 1,813.47

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Page 3



September, 1<sup>st</sup> 2015

Illinois Department of Transportation 2300 South Dirken Parkway Springfield, IL 62764

Attention: Daniel Novak

RE: IDOT Contract 60B42 (Item 166 3/6/15) Illinois Route 19 & York Road Section 32RS&N (12) Route FAU-1321

### Subject: IDOT 60B42 AUP for X1400027 Dec Unit Type D1

IDOT requested an AUP (Agreed Unit Price) for X1400027 Decorative Lighting Unit Type D1. This new item was added per Construction Revision 1.

 1.
 X1400027 Dec Unit Type D1
 9 Ea.
 \$15,251.70

F.H. Paschen proposes a unit price of \$15,251.70 for each Type D1 Decorative Lighting Unit, for a total proposal cost of \$137,265.30.

Please don't hesitate to contact me with any questions or concerns.

Sincerely, F.H. Paschen, S.N. Nielsen & Associates LLC

John Morley Project Manager

### F.H. Paschen, SN Nielsen

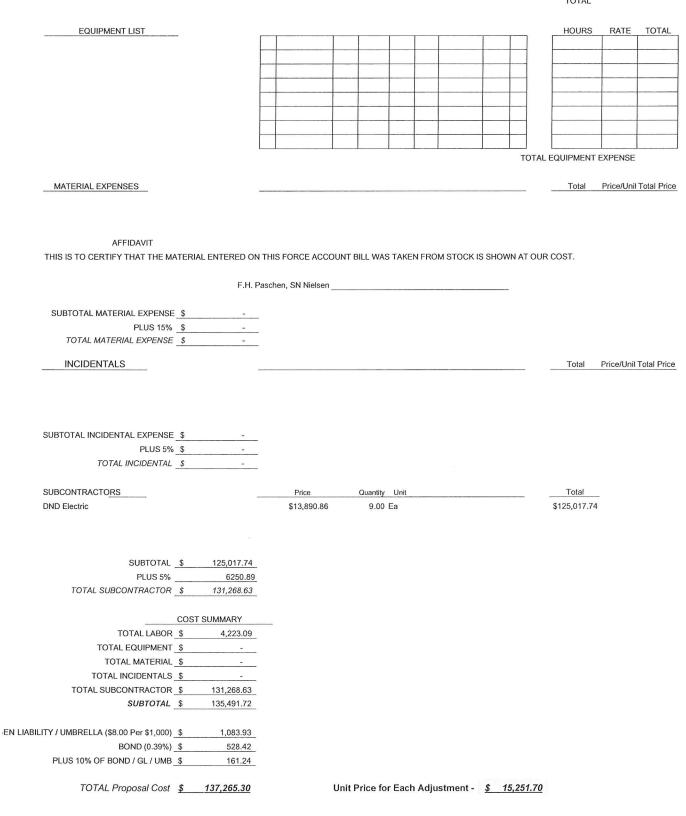
Job Name 60B42 - Irving Park and York

 FORCE ACCOUNT FOR
 AUP - X1400027 Dec Unit Type D1

 PERIOD
 \_\_\_\_\_\_
 To
 \_\_\_\_\_\_\_

### EQUIPMENT EXPENDITURE (HRS.)

COST TOTAL



	Payroll Amt. Eligible For Unemploy. Tax	F.U.T S.U.T	1,568.00 1,568.00												-		1,568.00 1,568.00																
		PAYROLL Amount to Date															1,568.00 1,568.00 1,					00.020	2,588.80	906.08	3,494.88	384 47	9.41 (ON THE FIRST \$7000)	148.18 (ON THE FIRST \$12 900)	119.95	662.01	66.20	728.21	223.09 .CTUAL COST
COST		RATE PA	39.20 1		AA 35	46.85	46.30	45.75	43.70	41 10	50.30	43.75	45.75		44.00	43.00	~	01.90	34.18	28.36	29.26		1			1.568.00							<i>TOTAL LABOR</i> <u>4.223.09</u> ID INSURANCE ARE ACTUAL
		TOTAL	40.00														40.00	© 30110	HOURS ()	OUKS @			SUBTOTAL - LABOR & FRINGE	2,588.80	SUBTOTAL - LABOR & MARKUP	ЧО			ОF	TOTAL PAYROLL AI	OF	PAYROLL ADDITIVES & MARKUP	TOTAL ES AND INSUI
																			CI:	I :		40.00	SUBTOTAL		SUBTOTAL	24.52%	0.60%	9.45%	7.65%		10.00%	A YROLL AD	WN FOR TAXE
F.H. Paschen, SN Nielsen Job Name 60842 - Irving Park and York FORCE ACCOUNT FOR AUP - X1400027 Des Unit Type D1 FORCE ACCOUNT FOR AUP - X1400027 Des Unit Type D1 PERIOD To To LABOR EXPENDITURE (HRS.)		TRADE	er 40.0		Carbenter	Carpenter Foreman					tor Foreman		Cement Mason Foreman	Tech. Eno. Foreman (Lavout)			Totals	TECH ENGLINION EDINGE BENEETE			LAATEN ITK VOIDN FRINGE BENEFIIS LAADAFR IINION FRINGE RENEFITS			PLUS 35% OF LABOR and FRINGE	SUI	WORKMANS COMP. 2					5 Brns	PAY	TOTAL LABOR 4.223.09 I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS A COPY OF THAT PORTION OF THE PAYROLL WHICH APPLIES TO THE ABOVE STATED WORK AND THAT THE RATES SHOWN FOR TAXES AND INSURANCE ARE ACTUAL COST
F.H. Paschen, Job Name 60842-In FORCE ACCOUNT FOR PERIOD		ų	Flagger Laborer	Lab	Carl	Car		Operator	Operator	Operator	Operator	Cer	Cer	Tec	Tec																		I HEREBY CERTIF

(Signed) (Contractor)





### 2255 Church Rd, Aurora IL 60502 PH: 630-585-0933 FAX: 630-585-0314

	PROJECT:	IRVING PARK ROAD AND YORK ROAD - RES IMPROVEMENTS	URFACING,	INTERSECT	TION	
	Contract No. DUE DATE: NOTE:	IDOT 60B42 8/27/2015 Decorative Light Fixture AUP		Contact: Phone:	0	Castellon 29-1935
	Pay Item	Description	UM	UNIT	Unit Price	Total
*	X1400027	DECORATIVE LIGHTING UNIT TYPE D1	EA	1	\$ 13,890.86	
	X1400028	DECORATIVE LIGHTING UNIT TYPE D2	EA	1	\$ 16,577.15	

### SCOPE NOTES:

1 ALL Survey/Layout is Excluded, to be done by others.

2 QC testing is excluded, to be done by others.

3 Traffic Control and Protection is Excluded, to be provided by others.

### NOTES:

Our bid is conditioned on the execution of a mutually- acceptable contract.

Page 1 of 2

Quote

# Grand Total: \$392,330.00

\$392,330.00			Subtotal			
\$232,380.00	\$12,910.00	GFI-LPIUC/RPBP/CSA 1- 1531RLED/FG/CAS15/6ARC45T3R / 1-MS805ALED/480DPM/4ARC45T3- MDL/CSA / 9337'6''ARTF- 16SF/BDBA6/2-GFI-IUC/2- LPB/RPBP/STDFIN	TYPE "D2" DECO LIGHTING UNIT (37'6" ROADWAY ASSEMBLY WITH LED DOWN AND PED LEV	Sternberg Lighting	18	X1400028
\$120,582.00	\$10,962.00	1- 1531RLED/FG/CAS15/10ARC45T3R -MDL03/9737'6"ARTF- 1655/UD04/2105/1071151	ITTPE "DI" DECO LIGHTING UNIT		ŀ	
\$970.00	\$970.00		SET/6 1-3/4" X 84" AB'S	Millerbernd Manufacturing Company	± ⊢	X140007
\$1,950.00	\$650.00		SET/4 1-3/4" X 84" AB'S	Millerbernd Manufacturing Company	·ω	
\$1,334.00	\$1,334.00		PAINT ADDER FOR ABOVE	Millerbernd Manufacturing Company	ц	
\$8,900.00	\$8,900.00	galv finish, less bolts & skirt.	SCMAA&P 56FT	Millerbernd Manufacturing Company	. н	87703010
\$1,028.00	\$1,028.00		PAINT ADDER FOR ABOVE	Millerbernd Manufacturing Company	щ	
\$8,056.00	\$8,056.00	galv finish, less bolts & skirt.	SCMAA&P 54FT	Millerbernd Manufacturing Company	ц	87702990
\$880.00	\$880.00		PAINT ADDER FOR ABOVE	Millerbernd Manufacturing Company	Ч	
\$7,159.00	\$7,159.00	galv finish, less bolts & skirt.	SCMAA&P 52FT	Millerbernd Manufacturing Company	чц	58670778
\$887.00	\$887.00		PAINT ADDER FOR ABOVE	Millerbernd Manufacturing Company	ىر ،	
\$6,500.00	\$6,500.00	galv finish, less bolts & skirt	SCMAA&P 48FT	Millerbernd Manufacturing Company	ц	87702970
		-	PRICING BASED UPON SALE OF FULL BILL OF MATERIAL - NOTE: STERNBERG SINGLE NAME NO EQUAL FOR DECO LIGHTING			
			IDOT #166 / 60B42 RT 19 - IRVING PARK			



Quote

Issue Date: 3/5/2015 Good Through: 4/12/2015 Quoted By: Brady, Jennifer Job Location: Job Name: IDOT Letting 3/6/15 Quote #: 15-35357-3

Quoted To: KSA LIGHTING LLC 1200 CENTRAL AVE HANOVER PARK, IL 60133-5420

1200 CENTRAL AVE HANOVER PARK, IL 60133-5420 (Phn) 630-307-6955 EXT: (Fax) 630-307-6965

KSA LIGHTING LLC

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Type Oty Manufacturer/Brand Catalog # Line Comment Unit's Exts

GRAND TOTAL LABOR EXPENSE	TOTAL AUDITIVES	IOTAL BENEFITS			BENEFITS EXPENSE	TOTALS 7.50	FM JN 9 2.50 JN 9 2.50 9 2.50	JNION SS NO.	LABOR EXPENSE	DND ELECTRIC INC. 2255 CHURCH ROAD AURORA, IL 60502
	WORKMENS COMP PUBLIC LIABILITY FUTA SUTA FSST FMT PLUS 10%OF TOTAL ADDIT		196 289 461 701 CA 0P 0P	9 134 150 176				OT ST OT ST OT ST OT ST OT DT DT	WEEK ENDING: DESCRIPTION: DECORATIVE LIGHT FIXTURES D1	
	ENS COMP LIABILITY TOTAL ADDITIVES		Φζρζώζω δ	۵		7.50	2.50 2.50	TOTAL HOURS REG OT DT	CONTRACT NO: COUNTY: DND ELECTRIC JOB # ATP #	FORCE ACCOUNT NO:
	358.25 358.25 358.25 358.25 358.25 358.25 83.39	SUB-TOTAL PLUS 35% SUB-TOTAL		358.25 7.50			51.10 46.10 69.15 46.10 69.15 46.10 69.15	PAY RATE REG OT	60B42 Dupage 6329	
	დ თ თ თ თ თ თ თ			61.77%	on Pav		102.20 92.20 92.20 92.20	DT		
	10.600% 5.03% 6.20% 1.45% 10.00%				Per Ho	358.25	127.75 115.25 115.25	INSURANCE	8/27	
91.73 874.11	37.97 18.02 22.21 5.19 8.34	221.29 579.54 202.84 782.38		221.29	TOTAL	358.25	127.75 115.25 115.25	PAYROLL	8/27/2015	

DND ELECTRIC INC. 2255 CHURCH ROAD AURORA, IL 60502

FORCE ACCOUNT NO:

8/27/2015

	DESCRIPTION DECORATIVE LIGHT FIXTURE TYPE D1 SPLICE KIT - WIRE HARNESS	MATERIAL EXPENSE	TOTAL SUBCONTRACTOR EXPENSE	DESCRIPTION	SUBCONTRACT EXPENSE	TOTAL EQUIPMENT	Bobcat T300	1A - Digger Derrick	F450 Utility Bucket Truck	Wire Trailer	Tilt Deck Trailer	F550 Utility Truck
	IRE TYPE D1 SS			MON				2.50			2.50	2.50
				TUES								
				WED								
				THUR								
				FRI								
Page 2				SAT								
	UNIT OF MEASURE EA EA			SUN								
	TOTAL QUANTITY 1.00 1.00		SUB-TOTAL PLUS 5%									
	UNIT PRICE \$10,962.00 \$150.00		OTAL	TOTAL QUANTITY				л л		ľ	с с С	<del>ر</del> د
1111111111				RATE			⇔ €	A €		A 6		\$
	\$10						39.81 \$			а с. с. с. с. с. с. с. с. с.		9 AL AC
	AMOUNT \$10,962.00 \$150.00	·		AMOUNT		237.95		1 00	J	0.00	0.40	70 75

### EQUIPMENT EXPENSE

EQUIPMENTEXPENSE												
								EQUIPMENT	TOTAL			
	MON	TUES	WED	THUR	FRI	SAT	SAT SUN	FORMULA	HRS	ਸ	ATE	RATE AMOUNT
Mini Excavator										÷	22 87	**
Breaker											22.01	÷
F550 Utility Truck	2.50								ر ر	A	28 18	A 20 45
Tilt Deck Trailer	2.50								о !	A (	ы лл Болл	0 00 40
Wire Trailer										A (	а л. л.	0.00
F450 Utility Bucket Truck										ө €	37 /8	ρ €
1A - Digger Derrick	2.50								<del>ر</del> ر	ө €	21.10	ה מתו נת מתו
Bobcat T300										A (	30 B1 \$	
TOTAL FOLIPMENT										•	00.01	e

Sr. Project Manager

DND Electric Inc.

WEEK ENDING: DESCRIPTION: DECORATIVE LIGHT FIXTURES D1

CONTRACT NO: COUNTY: DND ELECTRIC JOB # ATP #

60B42 Dupage 6329

MEEK ENDING:         CONTACT NO: COUNTY: DESCRIPTION:         DESCRIPTION: DESCRIPTION:         DESCRIPTION: DESCRIPTION:         DESCRIPTION: DESCRIPTION:         DESCRIPTION: DESCRIPTION:         DESCRIPTION: DESCRIPTION:         DESCRIPTION: DESCRIPTION:         DESCRIPTION: DESCRIPTION:         DESCRIPTION: DESCRIPTION:         DESCRIPTION: DESCRIPTION:         DESCRIPTION:         DESCRIPTION: <thdescription:< th=""> <thdescription:< th=""> <t< th=""><th></th><th>60B42 Dupage 6329</th><th></th><th></th><th></th><th>PLUS 15%</th><th></th><th></th><th></th><th>Sr. Proect Manager</th><th></th><th>SUMMARY OF EXPENSES:</th><th></th><th>LABOR EQUIPMENT SUBCONTRACTOR MATERIAL</th><th>SUB-TOTAL</th><th></th></t<></thdescription:<></thdescription:<>		60B42 Dupage 6329				PLUS 15%				Sr. Proect Manager		SUMMARY OF EXPENSES:		LABOR EQUIPMENT SUBCONTRACTOR MATERIAL	SUB-TOTAL	
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September, 1<sup>st</sup> 2015

Illinois Department of Transportation 2300 South Dirken Parkway Springfield, IL 62764

Attention: Daniel Novak

RE: IDOT Contract 60B42 (Item 166 3/6/15) Illinois Route 19 & York Road Section 32RS&N (12) Route FAU-1321

#### Subject: IDOT 60B42 AUP for X1400028 Dec Unit Type D2

IDOT requested an AUP (Agreed Unit Price) for X1400028 Dec Unit Type D2. This new item was added per Construction Revision 1.

1. X1400027 Dec Unit Type D1 16 Ea. \$18,034.95

F.H. Paschen proposes a unit price of \$18,034.95 for each Type D2 Decorative Lighting Unit, for a total proposal cost of \$288,559.19.

Please don't hesitate to contact me with any questions or concerns.

Sincerely, F.H. Paschen, S.N. Nielsen & Associates LLC

John Morley Project Manager

#### F.H. Paschen, SN Nielsen

Job Name 60B42 - Irving Park and York

FORCE ACCOUNT FOR AUP - X1400027 Dec Unit Type D2

PERIOD

\_\_\_\_\_ То \_\_\_\_

#### EQUIPMENT EXPENDITURE (HRS.)

COST TOTAL

EQUIPMENT LIST														HOURS	RATE	TOTA
		Γ														
															_	
															-	
			_										L			
		L														
													ΤΟΤΑ	L EQUIPMENT	EXPENSE	
MATERIAL EXPENSES		-								ų.			-	Total	Price/Unit	Total P
						MACT			M CT					COST		
THIS IS TO CERTIFY THAT THE MAT	I ERIAL EI	NTERED ON T	HIS FORCE	ACCOUN	I BILL	WAS I	AKEP	1 FRO	MSIC	JCK IS	SHOV	VN AI	OUR	COST.		
		F.H. Pa	schen, SN Ni	elsen												
												-				
SUBTOTAL MATERIAL EXPENSE																
PLUS 15% _	\$	-														
TOTAL MATERIAL EXPENSE	\$															
INCIDENTALS														Total	Price/Unit	Total P
								-								
SUBTOTAL INCIDENTAL EXPENSE _ PLUS 5% _ TOTAL INCIDENTAL _		-														
-																
						ntity L	Init									
SUBCONTRACTORS			Price										1	Total	-	
SUBCONTRACTO <u>RS</u> DND Electric			Price \$16,57			.00 Ea							1 <u></u>	Total \$265,234.40	 D	
		_											, <u> </u>		 D	
DND Electric	\$ 2														 D	
DND Electric SUBTOTAL															 D	
DND Electric SUBTOTAL PLUS 5%		13261.72											~		 D	
DND Electric SUBTOTAL													~			
DND Electric SUBTOTAL PLUS 5% TOTAL SUBCONTRACTOR		13261.72 278,496.12											~			
DND Electric SUBTOTAL PLUS 5% TOTAL SUBCONTRACTOR	\$ 2 COST SUM	13261.72 278,496.12											~			
DND Electric SUBTOTAL PLUS 5% TOTAL SUBCONTRACTOR	\$ 2 COST SUN \$	13261.72 278,496.12 MMARY													0	
DND Electric SUBTOTAL PLUS 5% TOTAL SUBCONTRACTOR	\$ 2 COST SUM \$ \$	13261.72 278,496.12 MMARY 6,334.64											~		0	
DND Electric SUBTOTAL PLUS 5% TOTAL SUBCONTRACTOR TOTAL LABOR TOTAL EQUIPMENT TOTAL MATERIAL TOTAL INCIDENTALS	\$ 2 COST SUM \$ \$ \$ \$	13261.72 278,496.12 MMARY 6,334.64											~			
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F.H. Paschen, SN Nielsen Job Name 60842 - Irving Park and York FORCE ACCOUNT FOR AUP - X1400027 Dec Unit Type D2 PERIOD To To To



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#### 2255 Church Rd, Aurora IL 60502 PH: 630-585-0933 FAX: 630-585-0314

	PROJECT:	IRVING PARK ROAD AND YORK ROAD - RESU IMPROVEMENTS	JRFACING, I	NTERSECT	ION	
	Contract No.	IDOT 60B42		Contact:	Jorge	Castellon
	DUE DATE:	8/27/2015		Phone:	630-4	29-1935
	NOTE:	Decorative Light Fixture AUP				
I	Pay Item	Description	UM	UNIT	Unit Price	Total
	X1400027	DECORATIVE LIGHTING UNIT TYPE D1	EA	1	\$ 13,890.86	
K	X1400028	DECORATIVE LIGHTING UNIT TYPE D2	EA	1	\$ 16,577.15	

#### SCOPE NOTES:

1 ALL Survey/Layout is Excluded, to be done by others.

- 2 QC testing is excluded, to be done by others.
- 3 Traffic Control and Protection is Excluded, to be provided by others.

NOTES:

Our bid is conditioned on the execution of a mutually- acceptable contract.

Page 1 of 2

Quote

# Grand Total: \$392,330.00

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\$232,380.00	\$12,910.00	-MDL03/9737'6"ARTF- 16SF/HDBA/2-LPB/1-GFI-LPIUC/1- GFI-LPIUC/RPBP/CSA 1- 1-31RLED/FG/CAS15/6ARC45T3R / 1-MS805ALED/480DPM/4ARC45T3- MDL/CSA / 9337'6"ARTF- 16SF/BDBA6/2-GFI-IUC/2- LPB/RPBP/STDEIN	TYPE "D2" DECO LIGHTING UNIT (37'6" ROADWAY ASSEMBLY WITH LED DOWN AND PED LEV	Sternberg Lighting	18	X1400028
\$120,582.00	\$10,962.00	· [2]	TYPE "D1" DECO LIGHTING UNIT	Sternberg Lighting	11	X1400027
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\$1,950.00	\$650.00		SET/4 1-3/4" X 84" AB'S	Millerbernd Manufacturing Company	ω	
\$1,334.00	\$1,334.00		PAINT ADDER FOR ABOVE	Millerbernd Manufacturing Company	ц	
\$8,900.00	\$8,900.00	galv finish, less bolts & skirt.	SCMAA&P 56FT	Millerbernd Manufacturing Company	ц	87703010
\$1,028.00	\$1,028.00		PAINT ADDER FOR ABOVE	Millerbernd Manufacturing Company	ц	
\$8,056.00	\$8,056.00	galv finish, less bolts & skirt.	SCMAA&P 54FT	Millerbernd Manufacturing Company	ц	87702990
\$880.00	\$880.00		PAINT ADDER FOR ABOVE	Millerbernd Manufacturing Company	ц	
\$7,159.00	\$7,159.00	galv finish, less bolts & skirt.	SCMAA&P 52FT	Millerbernd Manufacturing Company	щ	87702985
\$887.00	\$887.00		PAINT ADDER FOR ABOVE	Millerbernd Manufacturing Company	щ	
\$6,500.00	\$6,500.00	galv finish, less bolts & skirt	SCMAA&P 48FT	Millerbernd Manufacturing Company	н	87702970
		U	PRICING BASED UPON SALE OF FULL BILL OF MATERIAL - NOTE: STERNBERG SINGLE NAME NO EQUAL FOR DECO LIGHTING			
			RD/YORK RD - DIRECT			
56			IDOT #166 / 60843 BT 10 TRVING DADI			



Quote

Good Through: 4/12/2015 Quoted By: Brady, Jennifer Job Location: Issue Date: 3/5/2015 Job Name: IDOT Letting 3/6/15 Quote #: 15-35357-3

Quoted To: KSA LIGHTING LLC 1200 CENTRAL AVE HANOVER PARK, IL 60133-5420

1200 CENTRAL AVE HANOVER PARK, IL 60133-5420 (Phn) 630-307-6955 EXT: (Fax) 630-307-6965

Type Qty Manufacturer/Brand

Catalog #

Line Comment

Unit \$ Ext \$

KSA LIGHTING LLC

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I HEREBY CERTIFY THAT TH TO THE ABOVE STATED WC	GRAND TOTAL LABOR EXPENSE	TOTAL PAYROLL ADDITIVES	TOTAL BENEFITS			BENEFITS EXPENSE	TOTALS		ss, NOINI	LABOR EXPENSE	DND ELECTRIC INC. 2255 CHURCH ROAD AURORA, IL 60502
I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS A COPY OF THAT PORTION OF THE PAYROMOWHICH APPLIES TO THE ABOVE STATED WORK AND THAT THE RATES SHOWN FOR TAXES AND INSURANCE ARE ACTUAL COSTS.	ENSE	WORKMENS COMP PUBLIC LIABILITY FUTA SUTA FSST FMT PLUS 10%OF TOTAL ADDITI		289 545 701 CA VA	134 150 176 196	ω	10.00	ο ο ο ω ω ω Ο Ο Ο		WEEK ENDING: DESCRIPTION: DECORATIVE LIGHT FIXTURES D2	
S.		LIABILITY TOTAL ADDITIVES		07 < 7 3 0 3 0	4000	BENEFIT 9	10.00	3.50 00	TOTAL HOURS REG OT DT	CONTRACT NO: COUNTY: DND ELECTRIC JOB # ATP #	FORCE ACCOUNT NO:
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DND ELECTRIC INC. 2255 CHURCH ROAD AURORA, IL 60502

FORCE ACCOUNT NO:

CONTRACT NO: COUNTY: DND ELECTRIC JOB # ATP #

60B42 Dupage 6329

8/27/2015

Page 2	DESCRIPTION     UNIT OF     TOTAL     UNIT       DECORATIVE LIGHT FIXTURE TYPE D2     MEASURE     QUANTITY     PRICE       SPLICE KIT - WIRE HARNESS     EA     1.00     \$12,910.00	TOTAL SUBCONTRACTOR EXPENSE MATERIAL EXPENSE			DESCRIPTION MON TUES WED THUR FRI SAT SUN QUANTITY RATE	SUBCONTRACT EXPENSE	TOTAL EQUIPMENT		ruck So So	Wire Trailer
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F550 Utility Truck Tilt Deck Trailer

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Breaker Mini Excavator DESCRIPTION EQUIPMENT EXPENSE

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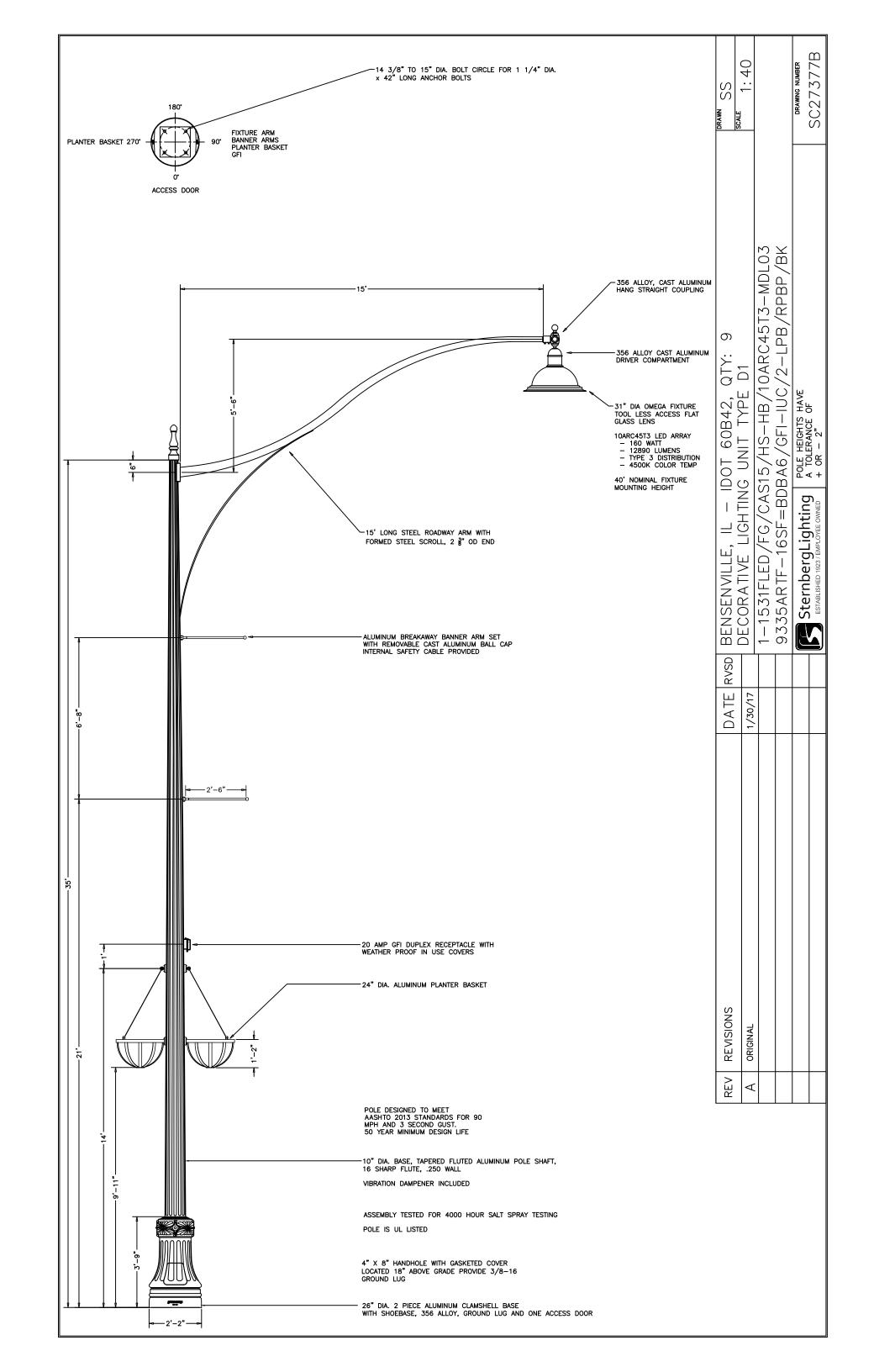
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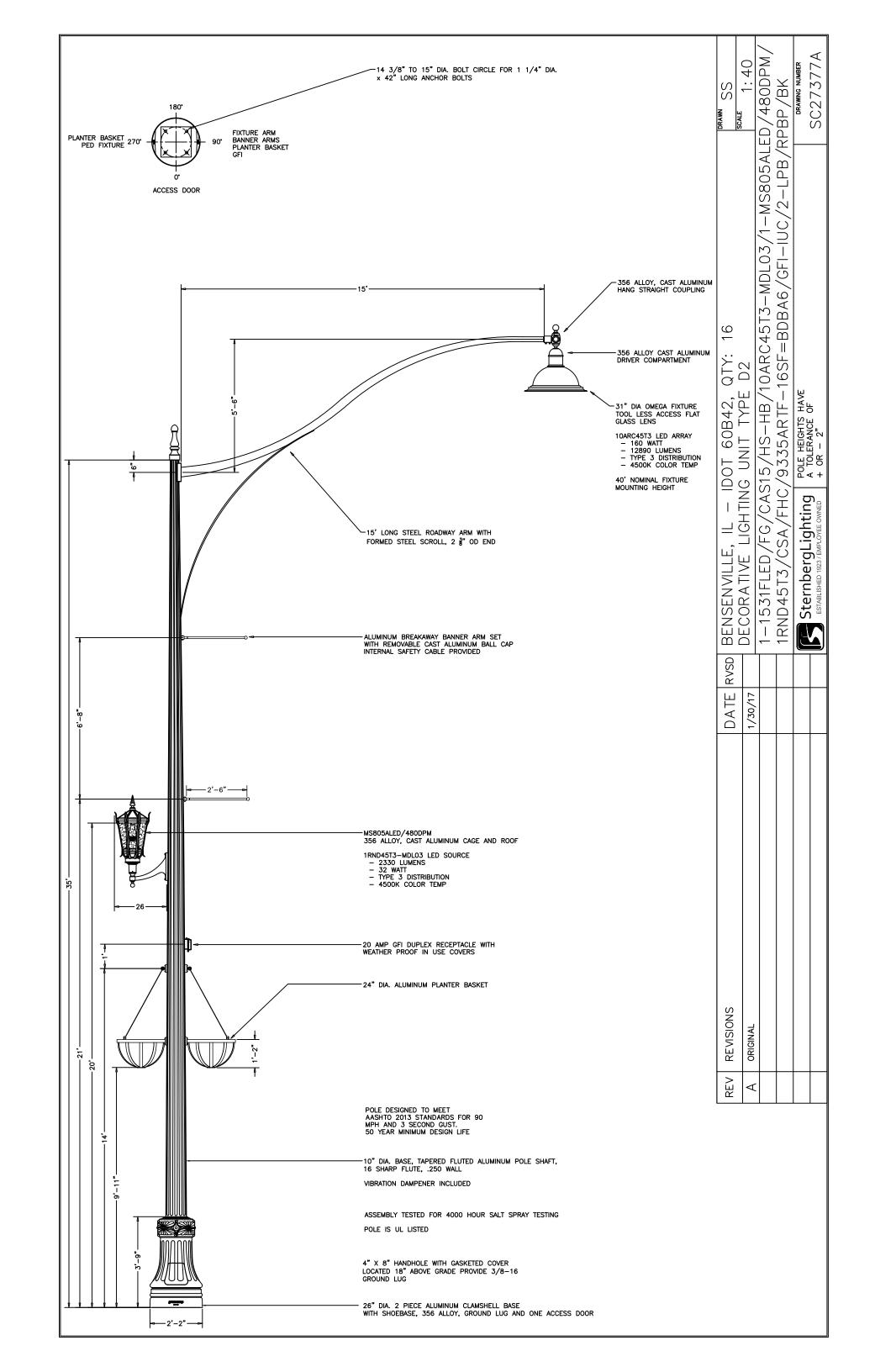
Sr. Project Manager

DND Electric Inc.

WEEK ENDING: DESCRIPTION: DECORATIVE LIGHT FIXTURES D2

SUMMARY OF EXPENSES:LABOR EQUIPMENT SUBCONTRACTOR\$ 1.167.52 \$ 333.13 \$ 1.06.507 \$ 133.13 \$ 1.07.50DISTRICT ENGINEERSUB-TOTAL TOTAL AMOUNT DUE\$ 16.577.16 \$ 16.577.15	SUB-TOTAL       SUB-TOTAL       \$13,110.00         PLUS 15%       PLUS 15%       1966.50         THIS IS TO CERTIFY THAT THE MATERIAL ENTERED ON THIS FORCE ACCOUNT BILL WHICH TAKEN FROM STOCK IS SHOWN AT OUR COST.       \$15,076.50         Sr. Proect Manager       Sr. Proect Manager       Sr. Proect Manager	DND ELECTRIC INC. 2255 CHURCH ROAD AURORA, IL 60502 WEEK ENDING: DESCRIPTION: DECORATIVE LIGHT FIXTURES D2 DND ELECTRIC JOB # 6329 ATP # 6329 ATP # 6329 ATP # 6329
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TYPE:

#### SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works DATE: February 28, 2017

#### **DESCRIPTION:**

Resolution Authorizing the Execution of a Purchase Order with Traditional Concrete, Inc. for the Purchase of Concrete Streetlight Poles in the Not-to-Exceed Amount of \$15,000

#### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

\_\_\_\_\_

X Financially Sound Village Quality Customer Oriented Services

X Safe and Beautiful Village

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

## **COMMITTEE ACTION:**

I & E (unanimously approved 6-0)

DATE:

February 21, 2017

# **BACKGROUND:**

The Village maintains 438 cobrahead streetlights within our rights-of-way. These streetlights are mounted on either concrete or aluminum poles. A large majority of these are on concrete poles. Over the past few years, we have taken advantage of an inventory of concrete poles accumulated from the acquisition area. We have now exhausted this inventory and need to purchase new poles to account for replacements.

# **KEY ISSUES:**

Currently, we have 9 poles that have been knocked down in our inventory that have not been replaced. Our goal is to have these replaced by April. We are requesting the purchase of 12 poles to account for the missing poles and to have a few in stock.

Traditional Concrete, Inc. was selected many years ago to manufacture our concrete streetlight poles. They own the forms necessary to match our current pole inventory. As such, we have sole sourced our poles from them. Each pole costs \$1,180 based off our last quote which is actually less than quotes we received one year ago (\$1,290 per pole). Anticipated delivery of the poles is \$500 - \$800.

The total cost of 12 poles plus delivery should be just under \$15,000. Much of this cost can be considered reimbursed by those who knock down the poles. When we receive restitution, the revenue is recorded in the General Fund Revenue.

## ALTERNATIVES:

Discretion of the Village Board.

## **RECOMMENDATION:**

At the February 21, 2017 Infrastructure & Environment Committee Meeting, the Committee recommended approval (6-0) of the Resolution

# **BUDGET IMPACT:**

\$25,000 has been budgeted in the CY2017 Streetlight Materials budget (Account # 11050420-552670)

## **ACTION REQUIRED:**

Approval of a Resolution authorizing the execution of a purchase order with Traditional Concrete, Inc. for the purchase of concrete streetlight poles in the not-to-exceed amount of \$15,000.

#### ATTACHMENTS:

# **Description**

RES - Concrete Streetlight Pole - Traditional Concrete QUOTE - Concrete Poles

<u>Upload Date</u>	<u>Type</u>
2/13/2017	Resolution Letter
2/13/2017	Backup Material

#### **RESOLUTION NO.**

# AUTHORIZING THE EXECUTION OF A PURCHASE ORDER WITH TRADITIONAL CONCRETE, INC. FOR THE PURCHASE OF CONCRETE STREETLIGHT POLES IN THE NOT-TO-EXCEED AMOUNT OF \$15,000

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

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

WHEREAS the Village of Bensenville, in an effort to maintain streetlights, purchases parts and supplies as necessary, and

WHEREAS the Village periodically must replace concrete streetlight poles that are damaged or knocked down, and

WHEREAS the Village has a specific concrete streetlight pole that serves as our standard throughout the Village, and

WHEREAS the standard streetlight pole is purchased through Traditional Concrete, Inc. of Menomonee Falls, WI, and

WHEREAS the Village is abiding by the purchasing ordinance limits set upon the Village Manager by requesting the Village Board approve this purchase order, and

WHEREAS a purchase order with Traditional Concrete, Inc. for twelve concrete streetlight poles is requested in the amount of \$15,000.

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

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing the purchase of concrete streetlight poles from Traditional Concrete, Inc. in the not to exceed amount of \$15,000.00.

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

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

# APPROVED:

Temporary Chairperson

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk	
AYES:	
NAYS:	
ABSENT:	



P.O. Box 157 W142 N9110 Fountain Blvd. Menomonee Falls, WI 53052-0157 (262) 250-7599 TEL (262) 250-7598 FAX <u>www.concretepoles.com</u> e-mail: matt@concretepoles.com

To: Ginny

Fax #: Email

From: Matthew Enevold

RE: Bensenville, IL

Date: 2/9/2017

Pages: 1 , including cover page

TOTAL
\$ 14,160.00

Price does not include anchor bolts or base cover.

			500.00
Approx. Delivery Cost:	\$500.00	Bensenville, IL	
	Based on current fuel surcharge.		
	To be unloaded by buyer.		\$ 14,660.00

Lead Time: 8 weeks

This quote will be valid for 30 days.

**TYPE:** Resolution

# SUBMITTED BY:

<u>Joe Caracci</u>

DEPARTMENT: Public Works DATE: February 28, 2017

#### **DESCRIPTION:**

Resolution Authorizing a Phase I Design Engineering Services Agreement with Civiltech Engineering Inc. for the IL-83 CMAQ-TCM Project from Foster Ave. to Bryn Mawr Ave. in the Not-to-Exceed Amount of \$84,049

#### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

\_\_\_\_\_

- X Financially Sound Village
- X Quality Customer Oriented Services
- X Safe and Beautiful Village

X Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors

## **COMMITTEE ACTION:**

I&E (unanimously approved 6-0)

DATE:

February 21, 2017

# BACKGROUND:

The Village applied for a Congestion Mitigation Air Quality (CMAQ) Grant and was awarded funding for a shared use path project in the amount of \$267,738 (80% of estimated \$334,672 project, including construction engineering) to construct an off street bike/pedestrian path from Foster Ave. to Bryn Mawr Ave. on the east side of IL-83.

The Village also applied for additional funding through DMMC for Surface Transportation Program – Transportation Control Measure (TCM) to cover the increase in construction from the original construction estimate. DMMC awarded the additional funding of \$89,487 (including construction engineering).

The total construction cost (including construction engineering) is now \$476,300 of which \$60,000 is for construction engineering. CMAQ and TCM grants will be funding a total of \$357,225.

## **KEY ISSUES:**

In 2011, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design as well as construction engineering services for the upcoming years. Civiltech Engineering, Inc (Civiltech) is one of the short listed firms to provide design engineering services. Civiltech assisted the Village with some preliminary work that was required in order to qualify for the grant. Civiltech provided similar design engineering services for the Church Rd multi-use path projects. The Village staff feels very confident of hiring Civiltech for the upcoming project due to their excellent professional skills, knowledge, and familiarity of the project area. The project team of Civiltech and Village staff has worked well together in the past. The staff recommends continuing with this team.

The proposed assignment scope includes geometric analysis, Phase I design approval, environmental clearances, wetland delineation and study, tree survey and preparation of a Project Development Report. Staff plans to bring the detailed Phase II engineering agreement to the committee later in the year or early next year.

Civiltech originally submitted a design services proposal in the amount \$89,586.00 to perform the Phase I-Environmental Services. The staff negotiated to reduce the costs \$84,049.00. The negotiations resulted in savings \$5,537.00. Federally funded projects have to abide by rigorous federal requirements that generally results in higher design engineering costs. The requirements of federal process are similar regardless of the type, size or scope of the project. At this time, staff has estimated the project to cost approximately \$416,300. The staff feels these costs are appropriate because the design engineering for federally funded projects typically costs more than locally funded projects due to the rigorous federal requirements as well as permitting from other governmental/outside agencies.

## **ALTERNATIVES:**

Discretion of the Village Board.

## **RECOMMENDATION:**

At the February 21, 2017 Infrastructure & Environment Committee Meeting, the Committee recommended approval (6-0) of the Resolution.

## **BUDGET IMPACT:**

In FY-2017, a total of \$90,000 is budgeted for Phase I engineering services.

#### **ACTION REQUIRED:**

Approval of a Resolution authorizing a Phase I Design Engineering Services Agreement with Civiltech Engineering Inc. for the IL-83 CMAQ-TCM Project from Foster Ave. to Bryn Mawr Ave. in the not-to-exceed amount of \$84,049.

#### ATTACHMENTS:

Description	<u>Upload Date</u>	<u>Type</u>
RES - Phase I Engineering - IL83 Bike Path	2/9/2017	<b>Resolution Letter</b>
MAP - Phase I Engineering - IL83 Bike Path	2/9/2017	Backup Material
PROPOSAL REV - Phase I Engineering - IL83 Bike Path	2/9/2017	Backup Material
PROPOSAL ORIG - Phase I Engineering - IL83 Bike Path	2/9/2017	Backup Material

#### **RESOLUTION NO.**

# AUTHORIZING THE EXECUTION OF A PHASE I DESIGN ENGINEERING SERVICES AGREEMENT WITH CIVILTECH ENGINEERING, INC. FOR THE IL-83 CMAQ-TCM PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$84,049.00

WHEREAS the Village applied for a Congestion Mitigation Air Quality (CMAQ) grant and was awarded funding for a shared use path project in the amount of \$267,738 (80% of estimated \$334,672 project) to construct an off street bike/pedestrian path; and

WHEREAS the Village applied for a Transportation Control Measure (TCM) grant and was awarded funding in the amount of \$89,487 for the same project to cover the increased cost; and

WHEREAS the limits of improvements for the project are from Foster Ave to Bryn Mawr Ave; and

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

WHEREAS Civiltech Engineering, Inc. is one of the short listed firms; and

WHEREAS Civiltech performed preliminary work that was required to be eligible for the grant; and

WHEREAS Civiltech has performed design services for similar improvements along Church Rd; and

WHEREAS the Village requested a proposal from Civiltech to perform Phase I engineering services; and

WHEREAS after negotiations the total Phase I design engineering cost proposal received is in the not-to-exceed amount of \$84,049.00; and

WHEREAS the "Engineering Services Agreement," which defines the scope of work necessary to complete this project, is attached to this Resolution.

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing an engineering services agreement with Civiltech Engineering, Inc for the IL-83 CMAQ-TCM Project in the not to exceed amount of \$84,049.00.

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

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

APPROVED:

Temporary Chairperson

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

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

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

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



# Village of Bensenville

Illinois Route 83 Multi-Use Path



Date: 2/8/2017

Local Agency Village of Bensenville	L	Illinois Department of Transportation	с	Consultant Civiltech Engineering, Inc.
County DuPage Section	C A L		O N S	Address Two Pierce Place, Suite 1400 <sup>City</sup> Itasca
Project No.	A	Engineering Services Agreement	UL	State Illinois
Job No.	G E	Services Agreement	T A	Zip Code 60143
Contact Name/Phone/E-mail Address	N		N	Contact Name/Phone/E-mail Address
Mr. Joseph Caracci, P.E. (630) 350-3435 jcarraci@bensenville.il.us	Y			Mary L. Young, P.E., PTOE 630.735.3943 MYoung@civiltechinc.com

THIS AGREEMENT is made and entered into this day of , 2017 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT.

Project Description							
Name	IL Route 83 Bike Path	Route	FAU 0344	Length	0.60 mi.	Structure No.	N/A
Termini	Foster Avenue to Bryn Mawr Avenue						

#### Description:

Phase I Engineering Services for the construction of a bike path from Grove Avenue to IL Route 19.

#### Agreement Provisions

#### I. THE ENGINEER AGREES,

- 1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- 2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- 3. To complete the services herein described within <u>420</u> calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- 4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated manhours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- 5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- 6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- 7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- 8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

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- 9. The undersigned certifies neither the ENGINEER nor I have:
  - a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
- 10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
- 11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
- 12. Not Used
- 13. Scope of Services to be provided by the ENGINEER:
  - Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - Design and/or approve cofferdams and superstructure shop drawings.
  - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.

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Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

#### **II. THE LA AGREES,**

- 1. To furnish the ENGINEER all presently available survey data and information
- 2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee	CPFF	f = 14.5%[DL + R(DL) + OH(DL) + IHDC], or f = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or f = 14.5%[(2.3 + R)DL + IHDC]
	Where:	DL = Direct Labor IHDC = In House Direct Costs OH = Consultant Firm's Actual Overhead Factor R = Complexity Factor
Specific Rate	🗌 (Payı	per element)
Lump Sum		

- 3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:
  - ☐ With Retainage
  - a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - c) **Final Payment** Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
  - Without Retainage
  - a) For progressive payments Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - b) Final Payment Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- 4. Not Used

#### III. IT IS MUTALLY AGREED,

- 1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
- 2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

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- 3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- 4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
- 5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit.
- 6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
- 7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
- 8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
- 9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT.

#### **Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
Civiltech Engineering, Inc.		\$63,186.00
Sub-Consultants:	TIN Number	Agreement Amount
Stuedemann Environmental Consulting, LLC.		\$11,993.00
Compass Surveying		\$8,870.00
	Sub-Consultant Total:	\$20,863.00
	Prime Consultant Total:	\$63,186.00
	Total for all Work:	\$84,049.00

Executed by the LA:		Village of Bensenville (Municipality/Township/County)	
ATTEST:			
Ву:		Ву:	
	Clerk	Title: Village Manager	
(SEAL)			
Executed by the ENGINEER:			
ATTEST:		Civiltech Engineering, Inc.	
Ву:		Ву:	
Title:		Title:	
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#### IL Route 83 Bike Path Phase I Study Foster Avenue to Bryn Mawr Avenue Village of Bensenville, Illinois

# SCOPE OF SERVICES

## **Phase I Engineering**

In June 2015, a Draft Project Development Report was submitted to the Illinois Department of Transportation (IDOT) to aid the Village in applying for CMAQ/TAP funding for a 10-foot wide bituminous shared-use path along the east side of IL Route 83 from Foster Avenue to Bryn Mawr Avenue to connect to existing and future bicycle facilities. The proposed improvement will require right-of-way acquisition. A culvert extension will be required at an unnamed creek crossing and utility relocations are anticipated.

The Village has received CMAQ funding for the project and intends to construct the shared-use path in 2019. This Scope of Services will include the work required to complete the Phase I Study and assist the Village in programming the project.

On May 12, 2015, the IL Route 83 Bike Path Phase I Study was presented at an FHWA Meeting. It was determined that this project will be processed as a State Approved Categorical Exclusion (formerly Categorical Exclusion Group I) with the preparation of a Project Development Report.

A Scope of Services was prepared that detailed the minimum amount of work necessary to submit a Draft Project Development Report. The following is a list of those services and the current status of each task:

- Early Coordination and Data Collection Complete.
- Field Survey Not collected for draft report.
- **Crash Analysis** Expect at least one revision based upon the duration of the Phase I Study.
- Alternate Geometric Studies Ongoing.
- Draft Project Development Report Complete.
- Agency Coordination Ongoing.
- Supervision, Administration and Project Coordination Ongoing.

Following is the scope of services to complete the IL Route 83 Bike Path Phase I Study:

**Item 1 - Field Survey and Preparation of Base Maps** – A topographic survey of the project area will be completed by Compass Surveying. A copy of their detailed proposal is included in Attachment B. This survey will include topographic information, cross sections, stream cross sections, and a drainage and utility survey. The limits of the survey will extend a minimum of 10 feet beyond the right-of-way. Cross sections will also be taken at all intersecting side streets and

EXHIBIT A-1 Page 1 of 6 driveways to aid in the final design. The surveyors will recover as many property and/or other survey monuments as can be located for use in calculating the existing right-of-way.

We will input the existing topographic survey information and develop plan base sheets at a scale of 1"=50'. Cross sections will be prepared at 50-foot intervals at high and low points along the roadway profile. Half width cross sections will be prepared at driveways and access points. Any updated existing utility information that has been obtained during the data collection phase will also be included in the base file. Intersection and/or driveway corners which include curb and gutter, existing sidewalk, and sidewalk ramps will be surveyed to design ADA ramps at the intersections.

**Item 2 - Crash Analyses** - In order to satisfy IDOT and FHWA requirements, it will be necessary to gather and review crash data for the study area to determine the existence of any safety hazards. We will need to collect and analyze an additional 4 years of crash data to meet IDOT and FHWA requirements. Therefore, this work item will include:

- a. Collect 4 additional years of crash data from the Village and IDOT.
- b. Tabulate data and plot collision diagrams.
- c. Prepare wet/dry crash analysis.
- d. Prepare roadway lighting warrant analysis.
- e. Identify High Accident Locations and 5% locations.
- f. Evaluate safety improvement needs, identify countermeasures and write crash analysis text.

**Item 3 - Alternate Geometric Studies** – Geometrics for the Draft Project Development report were based off of GIS and LiDAR data. The proposed geometrics will need to be refined based on topographic survey data, in addition to further needs as required by hydraulic and drainage studies and IDOT/Village input. This item includes the follow items:

- a. Revise preliminary horizontal geometrics.
- b. Revise preliminary vertical path geometrics including proposed path cross sections.
- c. Refine right-of-way acquisition and grading easement limits.
- d. Prepare detailed ADA ramp details as required by IDOT.
- e. Revise plan and profile exhibits.
- f. Submit to Village and IDOT for review.
- g. Revise geometrics and plan and profile exhibits up to 2 times based upon IDOT comments.

<u>Item 4 – Hydraulic Study</u> – This item will include the preparation of a hydraulic report in order to document the analysis of the floodplain crossing at the unnamed creek within the project corridor. Since the proposed improvements will lengthen the existing culvert at the floodplain crossing, a detailed hydraulic analysis will be required to demonstrate compliance with the

DuPage County Stormwater and Floodplain Ordinance and the IDOT Drainage Manual. The location of the existing mapped FEMA floodplain crossing at IL Route 83 within the project limits is as follows:

• Unnamed Creek at IL Route 83, just north of Industrial Drive. There is not a detailed FIS study for this crossing, therefore, a hydraulic model will be developed as the base model to analyze the IL Route 83 existing/proposed culvert.

The purpose of the hydraulic report is to coordinate the hydraulic and floodplain requirements with the required culvert extension as well as to demonstrate compliance with floodplain regulations. The hydraulic analysis will be based on surveyed stream cross sections in the vicinity of the proposed culvert that will be inserted to the HEC-RAS model to create an existing conditions analysis and establish a Base Floodplain Elevation. The existing culvert will then be extended to create a proposed condition hydraulic model in order to demonstrate no impacts to the existing Base Floodplain Elevations. The Hydraulic Report will include a narrative, exhibits, and the existing and proposed condition hydraulic analysis that will be required for the project floodplain permitting.

Calculations to determine floodplain cut/fill at the floodplain crossing will be required. The floodplain cut/fill and compensatory storage (if required) calculations will be based on the elevations developed in the Hydraulic Report. A right-of-way analysis will be completed to determine if additional property acquisition is required to accommodate floodplain compensatory storage.

The proposed improvements will require a DuPage County Stormwater and Floodplain Permit. Permitting will be conducted in Phase II Engineering.

**Item 5 - Drainage Study** – Although a formal Location Drainage Study will not be necessary as part of this project, an analysis of the existing drainage patterns, proposed improvements, and impacts to the existing floodplain will be necessary. The following items will be performed as part of this task.

Existing Drainage Plan

- a. Prepare General Location Drainage Map.
- b. Develop watershed divides and identify drainage features.
- c. Identify outlets and determine interpreted drainage divides.
- d. Determine base floodplain elevations (includes datum correlation).
- e. Develop Overall Existing Drainage Plan.

Proposed Drainage Plan

- a. Determine existing and proposed runoff coefficients.
- b. Identify and quantify floodplain encroachments.
- c. Investigate compensatory storage areas. (if required)
- d. Evaluate impacts to existing drainage system and determine modifications to proposed drainage system.
- e. Identify right-of-way requirement for proposed drainage system.

EXHIBIT A-1 Page 3 of 6 f. Develop Proposed Drainage Plan.

Technical Memorandum

- a. Prepare memorandum exhibits and supporting calculations.
- b. Write, proofread and edit the memorandum text.
- c. Address any comments received from IDOT Hydraulics Unit and provide a final Drainage Technical Memorandum for approval.

**Item 6 - Wetland Study** – SEC proposes to prepare a Wetland Delineation Report for all areas within the Project Corridor. SEC proposes to coordinate with the USACE and DEC as needed to ensure that the requirements of the USACE Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0), (Supplemental Wetland Manual) and the Ordinance are met in the preparation of a Wetland Delineation Report, Wetland Buffer Memorandum, and Riparian Environment Memorandum.

As part of this task, SEC will conduct an on-site investigation of all potential wetland sites within the Project Corridor. This investigation includes an off-site records/document review followed by an on-site investigation. Proposed wetland services include: the identification and delineation of wetlands, wetland buffers, and riparian environment areas; and determination of HQARs, including Waters of DuPage Critical Wetlands. Field investigation activities include on-site testing for the presence of hydric soils, hydrophytic vegetation, and sufficient hydrology. A floristic quality assessment (FQA) will be conducted for each identified wetland, as required by the Ordinance.

SEC will flag all wetland limits within the Project Corridor and will notify Civiltech when these flags are ready to be surveyed by Civiltech's survey crew. SEC requests that AutoCAD files of these surveyed wetland limits be provided to SEC for inclusion in the Wetland Delineation Report. Wetland buffers will be determined based on criteria outlined in the Ordinance, and a riparian environment on-site investigation will be conducted concurrently with the wetland delineation field investigation. All wetland and riparian investigation activities will follow the standards outlined in the Ordinance and the Supplemental Manual. SEC's Professional Wetland Scientist will conduct all on-site investigation activities.

SEC will summarize all findings from this investigation in a Wetland Delineation Report, Wetland Buffer Memorandum, and Riparian Environment Memorandum. SEC will provide a draft of these reports to Civiltech in Adobe PDF file format for review and comment. SEC will finalize these reports upon receipt of Civiltech's comments and will provide two copies and an Adobe PDF file of the final Wetland Delineation Report, Wetland Buffer Memorandum, and Riparian Environment Memorandum to Civiltech.

All permitting, if necessary, will be conducted in Phase II Engineering.

A copy of SEC's proposal is included in Attachment C.

Item 7 - Pre-Final Project Development Report – Based on the comments received on the

draft report, detailed studies and municipal input, a pre-final Project Development Report (PDR) will be prepared and printed. This work item will include the following tasks:

- a. Revise draft PDR exhibits.
- b. Revise construction cost estimate for improvements.
- c. Revise draft PDR report, proofread and edit.
- d. Print, bind and deliver pre-final PDR Report.

**Item 8 - Agency Coordination** - A kickoff meeting with IDOT occurred on April 4, 2015 for this project. The proposed improvement was presented at an FHWA meeting on May 12, 2015. In order to complete the Phase I Study, we proposed the following items:

- a. Meeting with IDOT to discuss project progress.
- b. Meetings with the Village of Bensenville (assume 2 meetings).

All meetings will include preparation for, attendance at, and preparation of meeting minutes.

**Item 9 - Public Involvement** – Although it is likely that a Public Hearing will not be required, we propose to hold a Public Meeting as part of this project to satisfy recent IDOT public involvement activity requirements. In addition, several property owners will be affected by right-of-way acquisition or temporary easements for the construction of the shared-use path. This item will include everything required to conduct a formal Public Hearing in an Open House format.

- a. Preparation of public hearing newspaper display advertisement.
- b. Preparation of public hearing brochure.
- c. Preparation and distribution of public meeting notification letters to area residents and businesses.
- d. Preparation of public hearing exhibits.
- e. Attendance at public hearing.
- f. Preparation of public hearing transcript (by court reporter).
- g. Disposition of public hearing comments.

**Item 10 - Final Project Development Report** – Based on the comments received on the prefinal report and municipal input, the final Project Development Report will be prepared and printed. Design Approval would be requested from IDOT. This work item will include the following tasks:

- a. Revise pre-final PDR exhibits.
- b. Revise construction cost estimate for improvements.
- c. Revise pre-final PDR report, proofread and edit.
- d. Print, bind and deliver final PDR Report.

EXHIBIT A-1 Page 5 of 6 **Item 11 - Supervision, Administration and Project Coordination** - This item includes project setup, monthly invoicing and preparation of status reports, and one in-house coordination meeting.

# Exhibit B

Compass Surveying

Surveying | Mapping | Scanning



February 6, 2017

Via e-mail: jchristell@civiltechinc.com

Mr. Joel Christell, P.E. CIVILTECH ENGINEERING, INC. Two Pierce Place, Suite 1400 Itasca, IL 60143

RE: Proposal for Professional Land Surveying Services
 IL Route 83 Bike Path - Bensenville, Illinois
 Compass Proposal Number: 17-063 (Revised from January 24, 2017)

Dear Joel:

Thank you for the opportunity to provide this proposal for professional land surveying services. Below please find an itemization of services along with associated fees:

# Limits of Road Topography (see survey limits 1, 2, and 3):

• East side of IL Rte. 83 and south side of Foster from IL. Rte. 83 to Marshall (approx. 3,700 lf)

## Scope of Services:

- Datums: Horizontal NAD83 State Plane Vertical NAVD88 or other specified by engineer;
- Locate and field measure available property corners within survey area;
- Obtain 'spot' elevations at 50 foot intervals including high and low points throughout survey area;
- Establish/set 4 site benchmarks within survey area;
- Field measure and locate all visible utilities within survey area;
- Provide topography IL Rte. 83 from east edge of pavement to 10' beyond ROW, Foster, south curb line to 10' beyond ROW;
- Shoot 5-10' grid where path crosses roads and drives for ADA design
- Provide 6 stream crossings from culvert north of Industrial Drive. 1 at the culvert and at 100' and 500' up and downstream;
- Locate wetlands marked by others;
- Right-of-ways will be shown based on monuments found in the field and existing maps and records. This information will be reviewed by a professional land surveyor and shown on the drawing for reference;
- Provide base drawing for all topographic information (plan view);
- Provide electronic file of plan view including TIN with files.

# Survey Budget:

ITEM	DESCRIPTION	<u>HOURS</u>	<u>RATE</u>	<u>CHARGE</u>
1) PLS/Project Manager	Research, ROW analysis, project management	8	\$120	\$960.00
2) 2-Man Survey Crew	Set control, perform boundary, topo field work, reconnaissance, prepare notes, project set up	32	\$180	\$5,760.00
3) Sr. Cad Tech	Prepare preliminary and final survey documents	20	\$100	\$2,000.00
4)	Deliverables	N/A	N/A	<u>\$150.00</u>
			TOTAL	\$8,870.00

At this time, we can complete this project within 3 - 4 weeks of authorization to proceed (weather permitting).

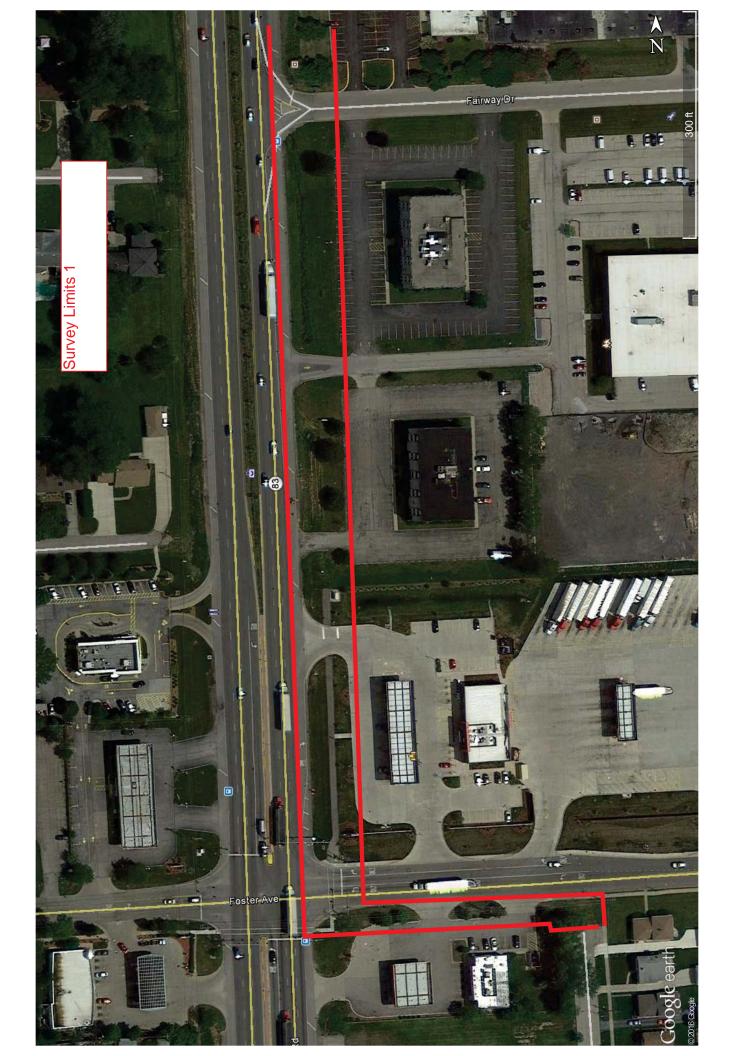
To indicate your authorization of this proposal, please sign the acceptance block below and return, via fax, to 630-820-7030. This proposal is valid for 45 days.

Yours truly,

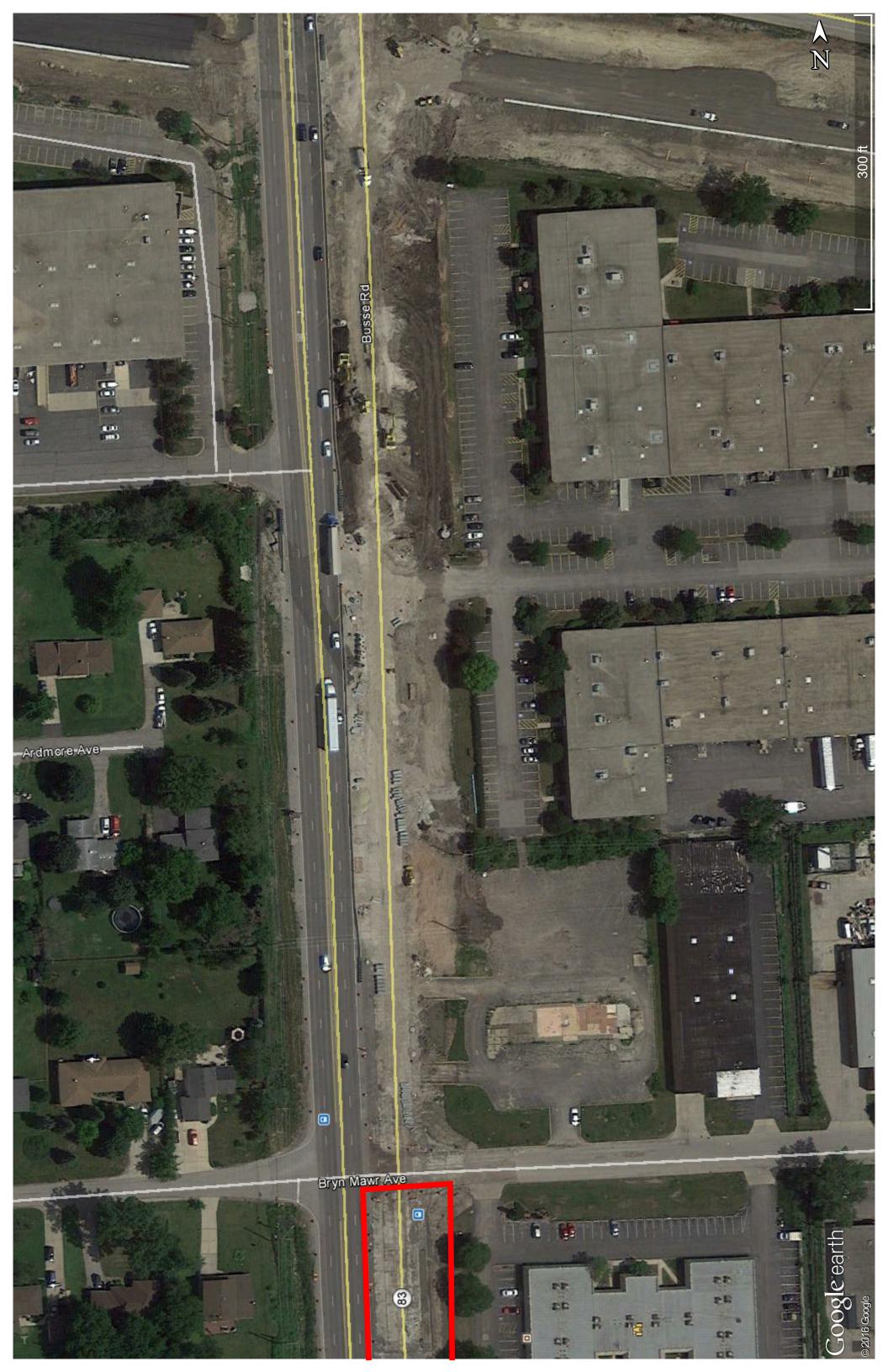
Scott C. Krebs, PLS Vice President

SCK/hmb Attachment(s)

Accepted By:	
Print Name:	(Signature)
Date:	
Invoice To:	







Surveying | Mapping | Scanning



# 2017 BILLING RATES

<u>Description</u> Principal (Deposition / Expert Testimony) Principal		<u>Hourly Rate</u> \$250.00 \$150.00
Professional Land Surveyor (Deposition / Expe Professional Land Surveyor	rt Testimony)	\$200.00 \$125.00
Survey Project Manager		\$120.00
Office Surveyor I		\$100.00
Office Surveyor II		\$80.00
1 Person Survey Crew <sup>*</sup> (Includes Robotic Total Station of Overtime includes Monday – Friday af	-	\$130.00 \$165.00
2 Person Survey Crew <sup>*</sup> (Includes Robotic Total Station of Overtime includes Monday – Friday aft	-	\$180.00 \$195.00
3 Person Survey Crew* (Includes Robotic Total Station of	or GPS receivers)	\$225.00
3D Scanning <sup>*</sup> (Includes Scanner, operator, vehicle, all equi Note: Hourly rate for scanning beyond		Half Day (4 hours) \$1,250.00 Full Day (8 hours) \$2,000.00 \$250.00
Visualization Modeling		\$120.00
CAD Technician		\$100.00
Secretarial Services (typing of legal descriptions, reports,	, benchmark lists)	\$ 65.00
Reimbursable Expenses:		
Overnight Delivery (Local)	\$20.00/Package	

\*Charged Portal – To – Portal

#### FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE

MEASURING THE WORLD AROUND SINCE 1983

## **COMPASS SURVEYING LTD**

#### **GENERAL CONDITIONS (Rev. 09/25/07)**

Item 1. <u>Client Responsibilities</u>. Client shall, so as not to delay the services of Compass Surveying Ltd. (CS) (1) designate in writing a person to act as Client's representative who shall have complete authority to transmit instructions and receive information with respect to CS's services; (2) provide all criteria and full information as to Client's requirements for the project; (3) place at CS's disposal all available information pertinent to the project including title and/or background information, CS will not be required to perform an independent search for easements, encumbrances, title evidence and/or ownership data, as CS will rely upon the materials and representations that Client supplies to CS; and (4) give prompt written notice to CS whenever Client observes or otherwise becomes aware of any development that affects the scope of timing of or affects CS's services, or any defect or nonconformance in the work of any contractor. CS shall be entitled to rely upon the information and instructions provided by Client and Client's representative. Unless specifically provided otherwise in the scope of services, Client shall give CS authorization to proceed for each phase of services and for each Additional Service prior to CS commencing work. Authorization shall be provided in writing.

The Client will provide access to the work site. In the event the work site is not owned by the Client, Client represents to CS that all necessary permissions for CS to enter the site and conduct the work have been obtained. While CS shall exercise reasonable care to minimize damage to the property, the Client understands that some damage may occur during the normal course of the work, that CS has not included in its fee the cost of restoration of damage, and that the Client will pay for such restoration costs.

Item 2. <u>Scope of Work</u>. CS shall perform services in accordance with an "Agreement" made with the "Client". The Agreement consists of CS's proposal, Standard Fee Schedule, and these General Conditions. The "Client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, Client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the Client. The acceptance of CS's proposal signifies the acceptance of the terms of this Agreement. The fees for services rendered will be billed in accordance with the accompanying Standard Fee Schedule. Unit rates for services not covered in the fee schedule or elsewhere in the Agreement can be provided. The standard prices proposed for the work are predicated upon the Client's acceptance of the conditions and allocations of risks and obligations described in the Agreement. The Client shall impart the terms of this Agreement to any third party to whom the Client releases any part of CS's work. CS shall have no obligations to any party other than those expressed in this Agreement.

Item 3. <u>Modifications</u>. This Agreement and all its attachments represent the entire understanding between the parties, and neither the Client nor CS may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or Agreements, and any provisions expressed or implied in requests for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral. If specific periods of time for rendering services set forth in the scope of services are exceeded through no fault of CS, or if Client has requested significant modifications, altered project scheduling or creates changes in the general scope, extent or character of the project, or is not able to provide all necessary title and related documents at commencement, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The scope of services may be revised or modified for any reason upon Agreement of Client and CS. In each case, the scope of services will be modified in a manner mutually acceptable to Client and CS, and the fee schedule will be equitably adjusted to accommodate the changes. Any change to the scope of services or the fee schedule will be documented in writing.

Item 4. <u>Standard of Care</u>. CS will perform the services under this Agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended.

Item 5. <u>Confidentiality</u>. CS shall hold confidential the business and technical information obtained or generated in performance of services under this Agreement and identified in writing by the Client as "confidential". CS shall not disclose such "confidential" information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of CS against claims or liabilities arising from performance of its services.

Item 6. <u>Termination of Contract</u> Client may terminate this Agreement with seven days' prior notice to Surveyor for convenience or cause. CS may terminate this Agreement for cause with seven days' prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CS has been paid in full all amounts due for services, expenses and other related charges.

Item 7. <u>Utilities</u>. In the performance of its work, CS will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the Client. The Client agrees to hold CS harmless and indemnify CS from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by CS for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to CS or otherwise disclosed by the Client or utility locator service.

Item 8. <u>Hazardous Materials and Conditions</u>. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client, or other involved or contacted parties, to advise CS of any known or suspected undocumented fills hazardous materials, by-products, or constituents, and any known environmental, hydrologic, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by CS employees or subcontractors or which in any other way may be pertinent to CS's proposed services.

Item 9. Insurance and Indemnity. CS represents that it maintains general liability and property damage coverage considered adequate and comparable with coverage maintained by other similar firms, and that CS's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the Client upon request. CS shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions. CS agrees to indemnify the Client from and save Client harmless against any loss, damage, or liability stemming from acts of negligence by CS. The Client agrees to hold CS, its officers, directors, agents, and employees, harmless from any claims, suits, or liability including but not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to CS's work.

Item 10. <u>Ownership and Copyright.</u> All calculations, computations, work points, field control, files and notes are and shall remain the copyrighted property of CS. All documents prepared or furnished by CS pursuant to this Agreement are instruments of CS's professional service, and CS shall retain an ownership and property interest therein, including all copyrights. CS grants Client a license to use instruments of CS's professional service for the purpose of selling, purchasing or identifying property or constructing the project. Reuse or modification of any such documents by Client, without CS's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CS harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

Item 11. <u>Use of Electronic Media.</u> Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by CS. Files in electronic formats, or other types of information furnished by CS to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CS makes no representations as to long-term compatibility, usability, or document s resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CS at the beginning of this project.

Item 12. <u>Payment</u>. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. THE FEES QUOTED ARE BASED UPON AN EXPECTED TIMELY PAYMENT. Late payment charges of 1.5% per month will be added to delinquent charges. If Client objects to any invoice submitted by CS, Client shall notify CS in writing, within 15 business days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable to you. We reserve the right to stop work on the project if our invoices are overdue by more than thirty (30) days. We shall not be liable for damages arising our of any such stop of work, nor deemed to be in default of this Agreement as a result thereof. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection related costs that CS incurs, including attorney fees. Administration fees will be charged for modified invoicing formats or specific procedures required by Client in order to obtain payment. Client shall be further obligated to pay CS's cost of collection, including, but not limited to, court costs and attorney's fees, in the event of default in payment under this paragraph. This Agreement is entered into the Kane County, Illinois and the Laws of Illinois are to apply to the Agreement. If legal action is required by CS, to collect fees or expenses advanced or to resolve any dispute, then the parties agree that Kane County shall be the proper venue for that legal action. In the event of termination of services prior to completion, Client shall compensate CS for all services performed to and for such termination.

CS Initials: <u>SCK</u>

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

Client Initials:

# Exhibit C

Stuedemann Environmental Consulting



February 2, 2017

Mr. Joel E. Christell, P.E. Project Manager Civiltech Engineering, Inc. Two Pierce Place, Suite 1400 Itasca, IL 60143

## SUBJECT: Proposal to Provide Wetland Science Services IL Route 83 Bike Path, Foster Avenue to Bryn Mawr Avenue Bensenville, DuPage County, Illinois

Dear Mr. Christell:

Stuedemann Environmental Consulting, LLC (SEC) is pleased to present Civiltech Engineering, Inc. (Civiltech) with this proposal to provide wetland science services for the Village of Bensenville's (Bensenville) Phase 1 Study of the IL Route 83 Bike Path, Foster Avenue to Bryn Mawr Avenue project (IL Route 83 Bike Path Phase I Study), located in Bensenville, DuPage County, Illinois. Services presented herein coincide with the IL Route 83 Bike Path Phase I Study engineering services provided by Civiltech to Bensenville and include wetland science services, National Environmental Policy Act (NEPA) support, and preliminary regulatory coordination services. SEC presents this proposal in the following sections: project understanding, scope of work, project team, project schedule, project costs, and proposal acceptance.

#### **PROJECT UNDERSTANDING**

SEC understands that Civiltech has been solicited by Bensenville to submit a proposal for Phase I engineering services for design of a bike path on the east side of IL Route 83 between Foster Avenue and Bryn Mawr Road. Civiltech has solicited SEC to prepare this scope of services necessary for biological and wetland clearances from the Illinois Department of Transportation (IDOT) for the IL Route 83 Bike Path Phase I Study. To obtain these clearances, SEC proposes to prepare a wetland delineation report, conduct a preliminary endangered and threatened species consultation, and provide NEPA support services to Civiltech. SEC proposes to coordinate findings from these surveys and investigations with Civiltech and IDOT for biological and wetland clearances. SEC also proposes to submit the completed wetland delineation report to the U.S. Army Corps of Engineers (USACE) and the DuPage County Stormwater Management, Department of Economic Development, Division of Environmental Concerns (DEC) for jurisdictional determinations and boundary verifications.

On January 17, 2017, Civiltech provided SEC with the following IL Route 83 Bike Path Phase I Study documents: Exhibit A-4 Flood Insurance Rate Map; and Exhibits B-1, B-2, and B-3 Concept Plan and Profile Sheets. The Project Corridor consists of the limits presented on these exhibits, plus an additional 100 feet beyond these limits per requirements of the April 23, 2013, edition of the DuPage County

Countywide Stormwater and Flood Plain Ordinance (Ordinance). SEC understands that this Project Corridor consists of residential, commercial, industrial, and floodplain areas.

SEC proposes to conduct the biological and wetland surveys and investigations presented in this scope of work in accordance with the following:

- April 23, 2013, edition of the DuPage County Countywide Stormwater and Flood Plain Ordinance (Ordinance); and
- April 1, 2012, U.S. Army Corps of Engineers (USACE) Chicago District Regional Permit Program (RPP).

In preparing this proposal, SEC has made the following assumptions:

- 1. The IL Route 83 Bike Path Phase I Study is an IDOT federally funded pass-through project, and therefore, the scope of work for this proposal includes IDOT related coordination;
- 2. An internal screening for federal and state listed endangered and threatened species will be conducted by IDOT;
- 3. Buffer analysis and reports are not included in the proposal;
- 4. DuPage County Critical Wetlands and high-quality aquatic resources (HQAR) are not located within, adjoining, or adjacent to the Project Corridor;
- 5. USACE and DuPage County permitting are not included in this proposal; and
- 6. Wetland mitigation coordination and design are not included in this proposal.

## SCOPE OF WORK

SEC proposes to complete the requested services in two tasks as follows:

#### Task 1: Wetland Delineation Report

SEC understands that regulated wetlands and/or waters are located within the Project Corridor. SEC proposes to prepare a Wetland Delineation Report for all areas within the Project Corridor in accordance with the U.S. Army Corps of Engineers (USACE) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0), (Supplemental Wetland Manual), and the Ordinance. Delineating both USACE jurisdictional "waters of the U.S." (WOUS) and DuPage County regulated Waters of DuPage will satisfy requirements of the Illinois Interagency Wetlands Policy Act of 1989 (IWPA) for the Illinois Department of Natural Resources (IDNR) and the Illinois Department of Transportation (IDOT) Phase I process.

SEC proposes to conduct investigations of all potential wetlands and waters within the Project Corridor. These investigations include an off-site records/document review followed by an on-site investigation. Proposed services include: the identification and delineation of wetlands and waters; the determination of USACE HQARs; and the determination of DuPage County critical wetlands and waters. Wetland delineation field investigation activities include on-site testing for the presence of hydric soils, hydrophytic vegetation, and sufficient hydrology. A floristic quality assessment (FQA) will be conducted for each identified wetland. Waters delineation field activities include the determination of the Ordinary High Water Mark (OHWM) of all identified waters.

SEC proposes to flag all USACE "waters of the U.S." (WOUS) jurisdictional wetland limits and DuPage County wetlands and waters within the Project Corridor. SEC also proposes to estimate the location of



adjacent wetlands within 100 feet of the Project Corridor per the Ordinance. SEC will coordinate with Civiltech and their surveyors to ensure that all wetland and soil pit flags are surveyed. SEC proposes that Civiltech provide wetland survey information to SEC in AutoCAD format for inclusion in the wetland delineation report figures.

SEC proposes to prepare a Wetland Delineation Report that will include findings from the field investigations. A final Wetland Delineation Report in Adobe PDF format file will be forwarded to Civiltech for review and distribution.

## Task 2: NEPA Support and Preliminary Regulatory Coordination

SEC proposes to assist Civiltech in preparing, finalizing, and submitting NEPA related documentation with regard to biological and wetland IDOT review and clearance. For areas within, adjoining, and adjacent to the Project Corridor, SEC proposes to prepare the preliminary Section 7 consultation memorandum to the U.S. Fish and Wildlife Service (USFWS) for identification of federally listed endangered and threatened species habitats. As part of this task, SEC will also work closely with Civiltech to obtain IDOT's TREC Report, complete IDOT's Wetland Impact Evaluation (WIE) submittal, and complete the IDOT's Environmental Survey Request (ESR) submittal for IDOT clearance.

As part of Task 2, SEC proposes to validate the Wetland Delineation Report with DEC and the USACE for Phase II of the IL Route 83 Bike Path Phase II design. SEC proposes to submit the Wetland Delineation Report to DEC for preliminary jurisdictional determination (PJD) and boundary verification (BV) of Waters of DuPage. SEC proposes to also submit the Wetland Delineation Report to the USACE for concurrence and jurisdictional determination of WOUS, including wetlands. Any fees required for these submittals have not been included in this scope of services and are the responsibility of Bensenville and Civiltech. SEC will schedule and attend on-site pre-application meetings with the USACE, DEC, and Civiltech as needed.

## **PROJECT TEAM**

SEC proposes to manage this project out of our Geneva, Illinois office with a support network of scientists who have experience in conducting wetland science services in DuPage County. Mr. Barry Stuedemann, P.E., P.W.S. will serve as the Project Manager and the Professional Wetland Scientist.

## **PROJECT SCHEDULE**

SEC will proceed with the scope of work presented in this proposal immediately upon authorization from Civiltech. Specific schedules for each task are unknown at this time and will be coordinated with Civiltech throughout the duration of the IL Route 83 Bike Path Phase I Study. Wetland field investigations and the final floristic quality assessment work should be completed during the DuPage County growing season, from April 30<sup>th</sup> to October 12<sup>th</sup>. The schedule to complete each task is influenced by the responses, concerns, and requests of Civiltech and the pertaining agencies.

## **PROJECT COSTS**

SEC estimates the cost to complete tasks outlined in this proposal to be a maximum "not-to-exceed" fee of \$11,993. An itemization of these costs is presented in Table 1, Cost Estimate for Consulting Services.

The following is a summary of these costs:

	Scope of Work	Соѕтѕ
Task 1:	Wetland Delineation Report	\$8,772
Task 2:	NEPA Support and Preliminary Regulatory Coordination	\$3,221
Total:		\$11,993

#### **PROPOSAL ACCEPTANCE**

To indicate your acceptance of this proposal, please notify me by mail or e-mail. If you would like to authorize services by task, please indicate which tasks you are authorizing. SEC will assume the mail or e-mail correspondence as your signature and date for our authorization to proceed with the tasks presented in this proposal.

SEC appreciates this opportunity to provide wetland science services to Civiltech. If you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

Baun A. Stredense

Baron H. Stuedemann, P.E., P.W.S. Technical Director | Managing Member Stuedemann Environmental Consulting, LLC Mobile: 630-664-4550 E-Mail: bstuedemann@stuedenv.com



#### TABLE 1 Cost Estimate for Consulting Services

#### PHASE I WETLAND SCIENCE SERVICES IL ROUTE 83 BIKE PATH, FOSTER AVENUE TO BRYN MAWR AVENUE BENSENVILLE, DUPAGE COUNTY, IL

Prepared for Civiltech Engineering, Inc. Prepared by Stuedemann Environmental Consulting, LLC

#### February 2, 2017

IL ROUTE 83 BIKE PATH PHASE I STUDY WETLAND SCIENCE SERVICES TASK DESCRIPTION	Project Manager \$64.00	Project Coordinator \$24.00	Total Hours	Direct Labor (DL)	Overhead of 150%	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Other Direct Costs	Not-to- Exceed Costs
Task 1: Wetland Delineation Report Task 2: NEPA Support and Preliminary Regulatory Coordination	46 16	1	47 17	\$2,968 \$1,048	\$4,452 \$1,572	\$241 \$193	\$1,111 \$408	\$0 \$0	\$8,772 \$3,221
TOTAL:	62	2	64	\$4,016	\$6,024	\$434	\$1,519	\$0	\$11,993

DL (Direct Labor) = Hours x Hourly Rate

R (Complexity Factor) = 0

OH (Overhead Rate) = 150%

IHDC (In-House Direct Costs) = See Table Below for Itemization

FF (Fixed Fee) = 14.5% [ DL + R(DL) + OH(DL) + IHDC ]

Other Direct Costs = Testing, Drilling, and Hauling are not included in these costs.

IL ROUTE 83 BIKE PATH PHASE I STUDY WETLAND SCIENCE SERVICES DIRECT COST TASK DESCRIPTION		eage 5/mile)	Deli (\$25/pa	•	Coj (\$0.60		In-House Direct Costs
	Miles	\$	Packages	\$	Pages	\$	(IHDC)
Task 1: Wetland Delineation Report	180	\$96	1	\$25	200	\$120	\$241
Task 2: NEPA Support and Preliminary Regulatory Coordination	90	\$48	1	\$25	200	\$120	\$193
TOTAL:	270	\$145	2	\$50	400	\$240	\$434

Mileage (miles) = 90 miles Round Trip to/from Site

Delivery (packages) = UPS, FedEx, or USPS

Copies (pages) = Average Cost for Black and White, Color, 8" x 11.5", and 11" x 17"

Local Agency Village of Bensenville	L	Illinois Department of Transportation	с	Consultant Civiltech Engineering, Inc.
County DuPage Section	C A L		O N S	Address <u>Two Pierce Place, Suite 1400</u> City Itasca
Project No.	A	Engineering Services Agreement	U L	State Illinois
Job No.	G E	Services Agreement	T A	Zip Code 60143
Contact Name/Phone/E-mail Address	N		N	Contact Name/Phone/E-mail Address
Mr. Joseph Caracci, P.E. (630) 350-3435 jcarraci@bensenville.il.us	Y			Mary L. Young, P.E., PTOE 630.735.3943 MYoung@civiltechinc.com

THIS AGREEMENT is made and entered into this day of , 2017 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT.

Project Description           Name         IL Route 83 Bike Path         Route         FAU 0344         Length         0.60 mi.         Structure No.         N/A           Termini         Foster Avenue to Bryn Mawr Avenue         Value         Value         Value         Value							
Name	IL Route 83 Bike Path	Route	FAU 0344	Length	0.60 mi.	Structure No.	N/A
Termini	Foster Avenue to Bryn Mawr Avenue						

#### Description:

Phase I Engineering Services for the construction of a bike path from Grove Avenue to IL Route 19.

#### Agreement Provisions

#### I. THE ENGINEER AGREES,

- 1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- 2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- 3. To complete the services herein described within <u>420</u> calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- 4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated manhours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- 5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- 6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- 7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- 8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

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- 9. The undersigned certifies neither the ENGINEER nor I have:
  - a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
  - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
  - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
- 10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
- 11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
- 12. Not Used
- 13. Scope of Services to be provided by the ENGINEER:
  - Make such detailed surveys as are necessary for the planning and design of the PROJECT.
  - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
  - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
  - Design and/or approve cofferdams and superstructure shop drawings.
  - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
  - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
  - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
  - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
  - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
  - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.

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Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

#### **II. THE LA AGREES,**

- 1. To furnish the ENGINEER all presently available survey data and information
- 2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee	CPFF	= 14.5%[DL + R(DL) + OH(DL) + IHDC], or = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or = 14.5%[(2.3 + R)DL + IHDC]
	Where:	DL = Direct Labor IHDC = In House Direct Costs OH = Consultant Firm's Actual Overhead Factor R = Complexity Factor
Specific Rate	🗌 (Pay p	per element)
Lump Sum		

- 3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:
  - ☐ With Retainage
  - a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - c) **Final Payment** Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
  - Without Retainage
  - a) For progressive payments Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - b) Final Payment Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
- 4. Not Used

#### III. IT IS MUTALLY AGREED,

- 1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
- 2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

- 3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- 4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
- 5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit.
- 6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
- 7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
- 8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
- 9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (a) abide by the terms of the statement; and
    - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT.

#### **Agreement Summary**

Prime Consultant:	TIN Number	Agreement Amount
Civiltech Engineering, Inc.		\$64,688.00
Sub-Consultants:	TIN Number	Agreement Amount
Stuedemann Environmental Consulting, LLC.		\$14,088.00
ompass Surveying		\$10,810.00
	Sub-Consultant Total:	\$24,898.00
	Prime Consultant Total:	\$64,688.00
	Total for all Work:	\$89,586.00

Executed by the LA:		Village of Bensenville (Municipality/Township/County)
ATTEST:		
Ву:		Ву:
	Clerk	Title: Village Manager
(SEAL)		
Executed by the ENGINEER:		
ATTEST:		Civiltech Engineering, Inc.
Ву:		Ву:
Title:		Title:
Page 5 of 5 Printed on 1/31/2017 5:28:52 PM		BLR 05610 (Rev. 9/06)

#### IL Route 83 Bike Path Phase I Study Foster Avenue to Bryn Mawr Avenue Village of Bensenville, Illinois

## SCOPE OF SERVICES

## **Phase I Engineering**

In June 2015, a Draft Project Development Report was submitted to the Illinois Department of Transportation (IDOT) to aid the Village in applying for CMAQ/TAP funding for a 10-foot wide bituminous shared-use path along the east side of IL Route 83 from Foster Avenue to Bryn Mawr Avenue to connect to existing and future bicycle facilities. The proposed improvement will require right-of-way acquisition. A culvert extension will be required at an unnamed creek crossing and utility relocations are anticipated.

The Village has received CMAQ funding for the project and intends to construct the shared-use path in 2019. This Scope of Services will include the work required to complete the Phase I Study and assist the Village in programming the project.

On May 12, 2015, the IL Route 83 Bike Path Phase I Study was presented at an FHWA Meeting. It was determined that this project will be processed as a State Approved Categorical Exclusion (formerly Categorical Exclusion Group I) with the preparation of a Project Development Report.

A Scope of Services was prepared that detailed the minimum amount of work necessary to submit a Draft Project Development Report. The following is a list of those services and the current status of each task:

- Early Coordination and Data Collection Complete.
- Field Survey Not collected for draft report.
- **Crash Analysis** Expect at least one revision based upon the duration of the Phase I Study.
- Alternate Geometric Studies Ongoing.
- Draft Project Development Report Complete.
- Agency Coordination Ongoing.
- Supervision, Administration and Project Coordination Ongoing.

Following is the scope of services to complete the IL Route 83 Bike Path Phase I Study:

**Item 1 - Field Survey and Preparation of Base Maps** – A topographic survey of the project area will be completed by Compass Surveying. A copy of their detailed proposal is included in Attachment B. This survey will include topographic information, cross sections, stream cross sections, and a drainage and utility survey. The limits of the survey will extend a minimum of 10 feet beyond the right-of-way. Cross sections will also be taken at all intersecting side streets and

EXHIBIT A-1 Page 1 of 6 driveways to aid in the final design. The surveyors will recover as many property and/or other survey monuments as can be located for use in calculating the existing right-of-way.

We will input the existing topographic survey information and develop plan base sheets at a scale of 1"=50'. Cross sections will be prepared at 50-foot intervals at high and low points along the roadway profile. Half width cross sections will be prepared at driveways and access points. Any updated existing utility information that has been obtained during the data collection phase will also be included in the base file. Intersection and/or driveway corners which include curb and gutter, existing sidewalk, and sidewalk ramps will be surveyed to design ADA ramps at the intersections.

**Item 2 - Crash Analyses** - In order to satisfy IDOT and FHWA requirements, it will be necessary to gather and review crash data for the study area to determine the existence of any safety hazards. We will need to collect and analyze an additional 4 years of crash data to meet IDOT and FHWA requirements. Therefore, this work item will include:

- a. Collect 4 additional years of crash data from the Village and IDOT.
- b. Tabulate data and plot collision diagrams.
- c. Prepare wet/dry crash analysis.
- d. Prepare roadway lighting warrant analysis.
- e. Identify High Accident Locations and 5% locations.
- f. Evaluate safety improvement needs, identify countermeasures and write crash analysis text.

**Item 3 - Alternate Geometric Studies** – Geometrics for the Draft Project Development report were based off of GIS and LiDAR data. The proposed geometrics will need to be refined based on topographic survey data, in addition to further needs as required by hydraulic and drainage studies and IDOT/Village input. This item includes the follow items:

- a. Revise preliminary horizontal geometrics.
- b. Revise preliminary vertical path geometrics including proposed path cross sections.
- c. Refine right-of-way acquisition and grading easement limits.
- d. Prepare detailed ADA ramp details as required by IDOT.
- e. Revise plan and profile exhibits.
- f. Submit to Village and IDOT for review.
- g. Revise geometrics and plan and profile exhibits up to 2 times based upon IDOT comments.

<u>Item 4 – Hydraulic Study</u> – This item will include the preparation of a hydraulic report in order to document the analysis of the floodplain crossing at the unnamed creek within the project corridor. Since the proposed improvements will lengthen the existing culvert at the floodplain crossing, a detailed hydraulic analysis will be required to demonstrate compliance with the

DuPage County Stormwater and Floodplain Ordinance and the IDOT Drainage Manual. The location of the existing mapped FEMA floodplain crossing at IL Route 83 within the project limits is as follows:

• Unnamed Creek at IL Route 83, just north of Industrial Drive. There is not a detailed FIS study for this crossing, therefore, a hydraulic model will be developed as the base model to analyze the IL Route 83 existing/proposed culvert.

The purpose of the hydraulic report is to coordinate the hydraulic and floodplain requirements with the required culvert extension as well as to demonstrate compliance with floodplain regulations. The hydraulic analysis will be based on surveyed stream cross sections in the vicinity of the proposed culvert that will be inserted to the HEC-RAS model to create an existing conditions analysis and establish a Base Floodplain Elevation. The existing culvert will then be extended to create a proposed condition hydraulic model in order to demonstrate no impacts to the existing Base Floodplain Elevations. The Hydraulic Report will include a narrative, exhibits, and the existing and proposed condition hydraulic analysis that will be required for the project floodplain permitting.

Calculations to determine floodplain cut/fill at the floodplain crossing will be required. The floodplain cut/fill and compensatory storage (if required) calculations will be based on the elevations developed in the Hydraulic Report. A right-of-way analysis will be completed to determine if additional property acquisition is required to accommodate floodplain compensatory storage.

The proposed improvements will require a DuPage County Stormwater and Floodplain Permit. Permitting will be conducted in Phase II Engineering.

**Item 5 - Drainage Study** – Although a formal Location Drainage Study will not be necessary as part of this project, an analysis of the existing drainage patterns, proposed improvements, and impacts to the existing floodplain will be necessary. The following items will be performed as part of this task.

Existing Drainage Plan

- a. Prepare General Location Drainage Map.
- b. Develop watershed divides and identify drainage features.
- c. Identify outlets and determine interpreted drainage divides.
- d. Determine base floodplain elevations (includes datum correlation).
- e. Develop Overall Existing Drainage Plan.

Proposed Drainage Plan

- a. Determine existing and proposed runoff coefficients.
- b. Identify and quantify floodplain encroachments.
- c. Investigate compensatory storage areas. (if required)
- d. Evaluate impacts to existing drainage system and determine modifications to proposed drainage system.
- e. Identify right-of-way requirement for proposed drainage system.

EXHIBIT A-1 Page 3 of 6 f. Develop Proposed Drainage Plan.

Technical Memorandum

- a. Prepare memorandum exhibits and supporting calculations.
- b. Write, proofread and edit the memorandum text.
- c. Address any comments received from IDOT Hydraulics Unit and provide a final Drainage Technical Memorandum for approval.

**Item 6 - Wetland Study** – SEC proposes to prepare a Wetland Delineation Report for all areas within the Project Corridor. SEC proposes to coordinate with the USACE and DEC as needed to ensure that the requirements of the USACE Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0), (Supplemental Wetland Manual) and the Ordinance are met in the preparation of a Wetland Delineation Report, Wetland Buffer Memorandum, and Riparian Environment Memorandum.

As part of this task, SEC will conduct an on-site investigation of all potential wetland sites within the Project Corridor. This investigation includes an off-site records/document review followed by an on-site investigation. Proposed wetland services include: the identification and delineation of wetlands, wetland buffers, and riparian environment areas; and determination of HQARs, including Waters of DuPage Critical Wetlands. Field investigation activities include on-site testing for the presence of hydric soils, hydrophytic vegetation, and sufficient hydrology. A floristic quality assessment (FQA) will be conducted for each identified wetland, as required by the Ordinance.

SEC will flag all wetland limits within the Project Corridor and will notify Civiltech when these flags are ready to be surveyed by Civiltech's survey crew. SEC requests that AutoCAD files of these surveyed wetland limits be provided to SEC for inclusion in the Wetland Delineation Report. Wetland buffers will be determined based on criteria outlined in the Ordinance, and a riparian environment on-site investigation will be conducted concurrently with the wetland delineation field investigation. All wetland and riparian investigation activities will follow the standards outlined in the Ordinance and the Supplemental Manual. SEC's Professional Wetland Scientist will conduct all on-site investigation activities.

SEC will summarize all findings from this investigation in a Wetland Delineation Report, Wetland Buffer Memorandum, and Riparian Environment Memorandum. SEC will provide a draft of these reports to Civiltech in Adobe PDF file format for review and comment. SEC will finalize these reports upon receipt of Civiltech's comments and will provide two copies and an Adobe PDF file of the final Wetland Delineation Report, Wetland Buffer Memorandum, and Riparian Environment Memorandum to Civiltech.

All permitting, if necessary, will be conducted in Phase II Engineering.

A copy of SEC's proposal is included in Attachment C.

Item 7 - Pre-Final Project Development Report – Based on the comments received on the

draft report, detailed studies and municipal input, a pre-final Project Development Report (PDR) will be prepared and printed. This work item will include the following tasks:

- a. Revise draft PDR exhibits.
- b. Revise construction cost estimate for improvements.
- c. Revise draft PDR report, proofread and edit.
- d. Print, bind and deliver pre-final PDR Report.

**Item 8 - Agency Coordination** - A kickoff meeting with IDOT occurred on April 4, 2015 for this project. The proposed improvement was presented at an FHWA meeting on May 12, 2015. In order to complete the Phase I Study, we proposed the following items:

- a. Meeting with IDOT to discuss project progress.
- b. Meetings with the Village of Bensenville (assume 2 meetings).

All meetings will include preparation for, attendance at, and preparation of meeting minutes.

**Item 9 - Public Involvement** – Although it is likely that a Public Hearing will not be required, we propose to hold a Public Meeting as part of this project to satisfy recent IDOT public involvement activity requirements. In addition, several property owners will be affected by right-of-way acquisition or temporary easements for the construction of the shared-use path. This item will include everything required to conduct a formal Public Hearing in an Open House format.

- a. Preparation of public hearing newspaper display advertisement.
- b. Preparation of public hearing brochure.
- c. Preparation and distribution of public meeting notification letters to area residents and businesses.
- d. Preparation of public hearing exhibits.
- e. Attendance at public hearing.
- f. Preparation of public hearing transcript (by court reporter).
- g. Disposition of public hearing comments.

**Item 10 - Final Project Development Report** – Based on the comments received on the prefinal report and municipal input, the final Project Development Report will be prepared and printed. Design Approval would be requested from IDOT. This work item will include the following tasks:

- a. Revise pre-final PDR exhibits.
- b. Revise construction cost estimate for improvements.
- c. Revise pre-final PDR report, proofread and edit.
- d. Print, bind and deliver final PDR Report.

EXHIBIT A-1 Page 5 of 6 **Item 11 - Supervision, Administration and Project Coordination** - This item includes project setup, monthly invoicing and preparation of status reports, and one in-house coordination meeting.

# COST ESTIMATE OF CONSULTANT SERVICES PHASE I ENGINEERING

						Personnel & Ho	ours					
		Sr. Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Design Technician	Admin. Asst.	Total Hours	% of Hours	Labor Cost
		\$70.00	\$52.00	\$34.50	\$28.00	\$70.00	\$32.00	\$31.00	\$20.00			
	Task											
1	Field Survey and Preparation of Base Maps											
		0	2	2	4	0	0	20	0	28	4.1%	\$ 905
2	Crash Analyses											
		0	0	2	12	0	0	0	0	14	2.1%	\$ 405
3	Alternate Geometric Studies											
		0	14	20	74	0	0	14	4	126	18.6%	\$ 4,004
4	Hydraulic Study											
		0	0	0	0	7	68	8	0	83	12.2%	\$ 2,914
5	Drainage Study											
		0	0	0	0	19	92	4	0	115	17.0%	\$ 4,398
6	Wetland Study											
		0	2	2	0	0	0	0	0	4	0.6%	\$ 173
7	Pre-final Project Development Report											
		0	8	12	36	0	0	8	4	68	10.0%	\$ 2,166
8	Agency Coordination											
		0	4	4	0	0	0	4	0	12	1.8%	\$ 470
9	Public Involvement											
		0	18	24	28	0	0	28	0	98	14.5%	\$ 3,416
10	Final Project Development Report											
		0	4	26	26	0	0	16	2	74	10.9%	\$ 2,369
11	Supervision, Administration & Project Coordination											
		0	36	8		-	0	4	0	56	8.3%	\$ 2,496
	Sub-Total	0	88	100			160	106		678		
	% of Hours	0.0%	13.0%	14.7%	27.7%	3.8%	23.6%	15.6%	1.5%		100.0%	
	Total Cost	\$0	\$4,576	\$3,450	\$5,264	\$1,820	\$5,120	\$3,286	\$200			\$23,716
	Multiplier*	2.67										\$63,366
1	Direct Costs (See Exhibit A-4)											\$1,323
	Subconsultants (See Exhibit A-4)											\$24,898
								Total Eng	ineering Cost:			\$89,586

Exhibit A-2 Page 1 of 1

## WORKHOUR ESTIMATE PHASE I ENGINEERING

Hom		Personnel & Hours									
ltem No.	Task	Sr. Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Design Technician	Admin. Asst.	Total Hours	% of Hours
1	Field Survey and Preparation of Base Maps										
	Field Survey will be conducted by a subconsultant. Company Surveying										
•	<i>Field Survey will be conducted by a subconsultant - Compass Surveying.</i> Update project base sheets.			2	4			16		22	78.6%
	Establish and draft existing utilities.			2				4		4	14.3%
	Coordination with subconsultant.		2							2	7.1%
0.	Sub-total Item 1	0	2	2	4	0	0	20	0	28	100.0%
		Ŭ	-	-		Ŭ	Ŭ	20	•	20	1001070
2	Crash Analyses										
	Collect 4 additional years of crash data. (To be provided by the Village and ID	DT.)			2					2	14.3%
	Tabulate data and plot collision diagrams.	,			2					2	14.3%
	Prepare wet/dry crash analysis.				2					2	14.3%
	Prepare roadway lighting warrant analyses.				2					2	14.3%
	Identify High Accident Locations and Five Percent Locations.			2	2					4	28.6%
F.	Evaluate safety improvement needs, identify countermeasures, and write										
	crash analysis text.				2					2	14.3%
	Sub-total Item 2	0	0	2	12	0	0	0	0	14	100.0%
3	Alternate Geometric Studies										
	Revise preliminary horizontal geometrics.		2	4	16					22	17.5%
В.	Revise preliminary vertical path geometrics including proposed path cross										
	sections.		2	4	16					22	17.5%
	Refine right-of-way acquisition and grading easement limits.		2	2	6					10	7.9%
	Prepare detailed ADA ramp details as required by IDOT.		2	4	12					18	14.3%
	Prepare plan and profile exhibits.		2	2	8			8		20	15.9%
	Submit geometrics to Village and IDOT for review.							2	2	4	3.2%
	Revise geometrics and plan and profile exhibits up to 2 times based upon								-		
	IDOT comments.		4	4	16			4	2	30	23.8%
	Sub-total Item 3	0	14	20	74	0	0	14	4	126	100.0%
Λ	Hydraulic Study										
	Hydologic Analysis to determine discharges to existing structure					2	16			18	21.7%
	Develop the existing condition hydraulic analysis.		+			2	16			18	21.7%
	Develop the proposed condition hydraulic analysis.		<u> </u>			<u> </u>	8			9	10.8%
	improvements and develop 30 and 100-year flood profiles.		<u> </u>				0 4			9 4	4.8%
	required).		<u> </u>			+	8			4 8	4.8% 9.6%
	Prepare Hydraulic Report.		<u> </u>			2	8 16	8		26	9.6% 31.3%
		0	0	0	0	7	<b>68</b>	° 8	0	83	<b>100.0%</b>

Exhibit A-3 Page 1 of 3

# WORKHOUR ESTIMATE PHASE I ENGINEERING

					Personnel	& Hours		Personnel & Hours								
ltem No.	Task	Sr. Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Design Technician	Admin. Asst.	Total Hours	% of Hours					
	Drainage Study															
	ng Drainage Plan									0	0.0%					
Α.	Obtain and review previous drainage studies, applicable permits, and															
	documented drainage problems and complaints.						2			2	1.7%					
	Prepare General Location Drainage Map.						2			2	1.7%					
	Determine watershed divides and identify major existing drainage features.						2			2	1.7%					
	Identify existing drainage outlets and determine interpreted drainage divides.						2			2	1.7%					
	Identify existing drainage problems.						2			2	1.7%					
F.	Perform plan in hand field reconnaissance to review existing drainage conditio	ns.					4	4		8	7.0%					
G.	Develop Existing Drainage Plan for the reconstruction section only.					2	12			14	12.2%					
Conce	ept Proposed Drainage Plan										0.0%					
	Develop and document design criteria for the proposed drainage design					2	4			6	5.2%					
B.	Address project compliance with the DuPage County Ordinance					2	4			6	5.2%					
C.	Develop preliminary proposed ditch and/or storm sewer sizing.					2	8			10	8.7%					
D.	Develop Concept Proposed Drainage Plan.					4	20			24	20.9%					
Techn	ical Memorandum										0.0%					
A.	Prepare memorandum exhibits and supporting calculations.					2	8			10	8.7%					
	Write, proofread and edit the memorandum text.					2	2			4	3.5%					
C.	Address comments received from IDOT and provide Pre-final Drainage															
	Technical Memorandum.					2	12			14	12.2%					
D.	Address comments received from IDOT and provide a Final Technical Memorandum.					1	8			9	7.8%					
	Sub-total Item 5	0	0	0	0	19	92	4	0	115	100.0%					
6	Wetland Study															
	The wetland investigations will be conducted by a subconsultant - Stuedemann Environmental Consulting, LLC															
Α.	Subconsultant Coordination.		2	2						4	100.0%					
	Sub-total Item 6	0	2	2	0	0	0	0	0	4	100.0%					
7	Dre final Dreiset Development Depart		r							1						
	Pre-final Project Development Report Prepare report exhibits, including a location map, a land use exhibit, existing															
А.	and proposed typical sections and a Maintenance of Traffic exhibit.			2	6			8		16	23.5%					
В.	Prepare a detailed construction cost estimate for proposed improvements.															
	Reviewed by Phase II staff.		2	2	12					16	23.5%					
C.	Write, proofread and edit the Draft Project Development Report.		4	4	16					24	35.3%					
D.	Print, bind and deliver Draft Project Development Report.			2	2				4	8	11.8%					
E.	Attend review meeting with IDOT and Village (if required)		2	2						4	5.9%					
	Sub-total Item 7	0	8	12	36	0	0	8	4	68	100.0%					
8	Agency Coordination															
	Preparation for and attendance at 1 meeting with IDOT.		2	2				2		6	50.0%					
	Preparation for and attendance at 1 meetings with the Village		2	2				2		6	50.0%					
D.	Sub-total Item 8	0	4	4	0	0	0	4	0	12	100.0%					

Exhibit A-3 Page 2 of 3

# WORKHOUR ESTIMATE PHASE I ENGINEERING

		Personnel & Hours									
ltem No.	Task	Sr. Project Manager	Project Manager	Project Engineer	Design Engineer	Sr. Drainage Engineer	Drainage Engineer	Design Technician	Admin. Asst.	Total Hours	% of Hours
_	Public Involvement										
	Meetings (assume 1 meeting)										
	Preparation of public meeting newspaper display ad.		2							2	2.0%
	Preparation of public meeting brochure.		4	8	4			8		24	24.5%
	Preparation and distribution of public meeting notification letters.		2							2	2.0%
	Preparation of public meeting exhibits.		4	8	24			20		56	57.1%
	Attendance at public meeting.		4	4						8	8.2%
F.	Disposition of public meeting comments.		2	4						6	6.1%
	Sub-total Item 9	0	18	24	28	0	0	28	0	98	100.0%
	Final Project Development Report										
Α.	Revise Project Development Report exhibits.			4	12			16		32	43.2%
В.	Revise construction cost estimate for improvements.		2	6	12					20	27.0%
	Revise draft Project Report, proofread and edit.		2	16						18	24.3%
D.	Print, bind and deliver final PDR Report.				2				2	4	5.4%
	Sub-total Item 10	0	4	26	26	0	0	16	2	74	100.0%
11	Supervision, Administration & Project Coordination										
Α.	Project setup, monthly invoicing, status reports & schedule monitoring.		12							12	21.4%
	Client Coordination.		16							16	28.6%
D.	In-House coordination meetings.		8	8	8			4		28	50.0%
	Sub-total Item 11	0	36	8	8	0	0	4	0	56	100.0%
			•			•					
	Total Hours:	0	88	100	188	26	160	106	10	678	
	% of Hours:	0.0%	13.0%	14.7%	27.7%	3.8%	23.6%	15.6%	1.5%	100.0%	

	10	678	
6	1.5%	100.0%	

Exhibit A-3 Page 3 of 3

#### PHASE I ENGINEERING DIRECT COSTS AND SUBCONSULTANT SERVICES

	Direct Cost	Subconsultant Expense
Item 1 Field Survey and Preparation of Base Maps		
Subconsultant Expense - Compass Surveying		
See Attachment B		\$10,810.00
Item 3 Alternate Geometric Studies		
Printing (Assume 5 copies)		
50 sheets @ \$0.50	\$25.00	
20 sheets @ \$0.15	\$3.00	
Postage		
2 packages @ \$25.00	\$50.00	
Item 4 Hydraulic Study		
Mileage		
2 trips @ 8 miles @ \$	60.535 \$8.56	
Printing (Assume 10 copies)		
20 sheets @ \$0.50	\$10.00	
100 sheets @ \$0.15	\$15.00	
Postage		
2 packages @ \$25.00	\$50.00	
Item 5 Drainage Study		
Mileage		
2 trips @ 8 miles @ \$	\$0.535 \$8.56	
Printing (Assume 10 copies)		
10 sheets @ \$0.50	\$5.00	
50 sheets @ \$0.15	\$7.50	
Postage		
2 packages @ \$25.00	\$50.00	
Item 6 Wetland Study		
Subconsultant Expense - Stuedemann Environmental Consu See Attachment C	lting	\$14,088.00

#### PHASE I ENGINEERING DIRECT COSTS AND SUBCONSULTANT SERVICES

		Direct		oconsultant Expense
Item 7 Pre-final Proje	ect Development Report			
Printing (Assume 5 copies	s)			
50 sheets @	\$0.50		\$25.00	
100 sheets @	\$0.15		\$15.00	
Postage				
2 packages @	\$25.00		\$50.00	
Item 11 Agency Coord	dination			
Mileage				
1 trips @	25 miles @	\$0.535	\$13.38	
2 trips @	20 miles @	\$0.535	\$21.40	
Item 12 Public Involve	ement			
Display Ad	1 each @		\$250.00	
Court Reporter	1 each @		\$500.00	
Printing	100 sheets @	\$0.50	\$50.00	
Mileage				
4 trips @	20 miles @	\$0.535	\$42.80	
	Development Report			
Printing (Assume 5 copies	s)			
100 sheets @	\$0.50		\$50.00	
150 sheets @	\$0.15		\$22.50	
Postage				
2 packages @	\$25.00		\$50.00	
TOTAL:			\$1,323	\$24,898

# Exhibit B

Compass Surveying

Surveying | Mapping | Scanning



January 24, 2017

Via e-mail: jchristell@civiltechinc.com

Mr. Joel Christell, P.E. CIVILTECH ENGINEERING, INC. Two Pierce Place, Suite 1400 Itasca, IL 60143

> RE: Proposal for Professional Land Surveying Services IL Route 83 Bike Path - Bensenville, Illinois Compass Proposal Number: 17-063

Dear Joel:

Thank you for the opportunity to provide this proposal for professional land surveying services. Below please find an itemization of services along with associated fees:

## Limits of Road Topography (see survey limits 1, 2, and 3):

• East side of IL Rte. 83 and south side of Foster from IL. Rte. 83 to Marshall (approx. 3,700 lf)

## Scope of Services:

- Datums: Horizontal NAD83 State Plane Vertical NAVD88 or other specified by engineer;
- Locate and field measure available property corners within survey area;
- Obtain 'spot' elevations at 50 foot intervals including high and low points throughout survey area;
- Establish/set 4 site benchmarks within survey area;
- Field measure and locate all visible utilities within survey area;
- Provide topography IL Rte. 83 from east edge of pavement to 10' beyond ROW, Foster, south curb line to 10' beyond ROW;
- Provide 6 stream crossings from culvert north of Industrial Drive. 1 at the culvert and at 100' and 500' up and downstream;
- Locate wetlands marked by others;
- Right-of-ways will be shown based on monuments found in the field and existing maps and records. This information will be reviewed by a professional land surveyor and shown on the drawing for reference;
- Provide base drawing for all topographic information (plan view);
- Provide electronic file of plan view including TIN with files.

MEASURING THE WORLD AROUND US SINCE 1983

## Survey Budget:

			TOTAL	\$10,810.00
4)	Deliverables	N/A	N/A	<u>\$150.00</u>
3) Sr. Cad Tech	Prepare preliminary and final survey documents	25	\$100	\$2,500.00
2) 2-Man Survey Crew	Set control, perform boundary, topo field work, reconnaissance, prepare notes, project set up	40	\$180	\$7,200.00
1) PLS/Project Manager	Research, ROW analysis, project management	8	\$120	\$960.00
ITEM	DESCRIPTION	<u>HOURS</u>	<u>RATE</u>	<u>CHARGE</u>

At this time, we can complete this project within 3 - 4 weeks of authorization to proceed (weather permitting).

To indicate your authorization of this proposal, please sign the acceptance block below and return, via fax, to 630-820-7030. This proposal is valid for 45 days.

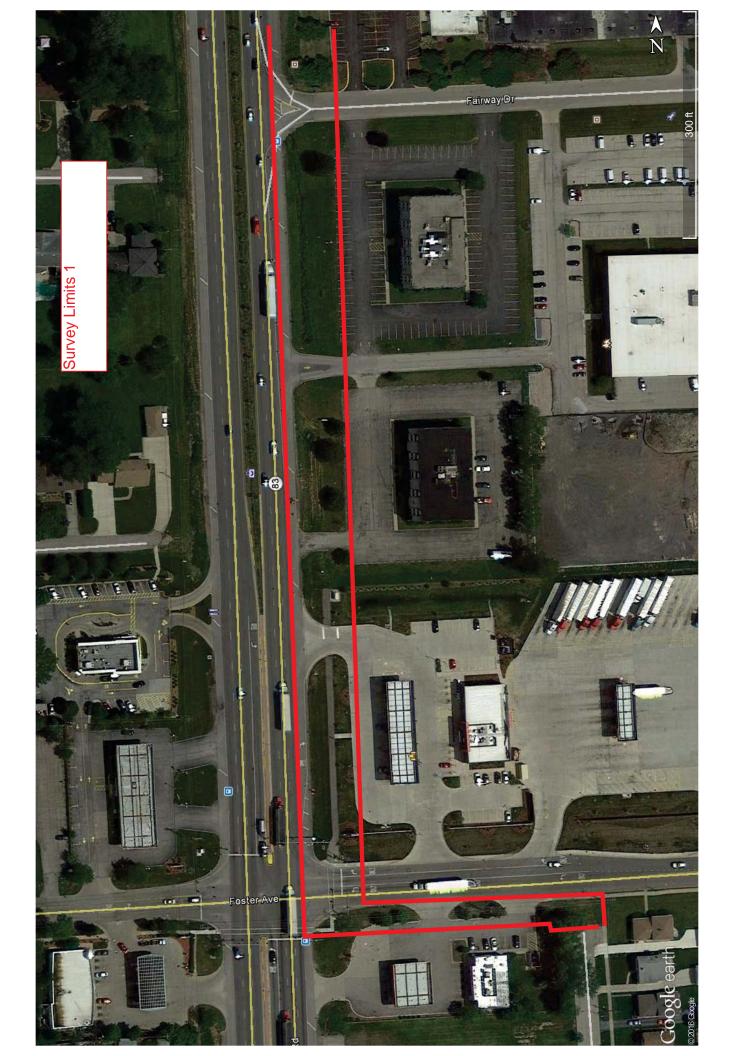
Yours truly,

l.h.

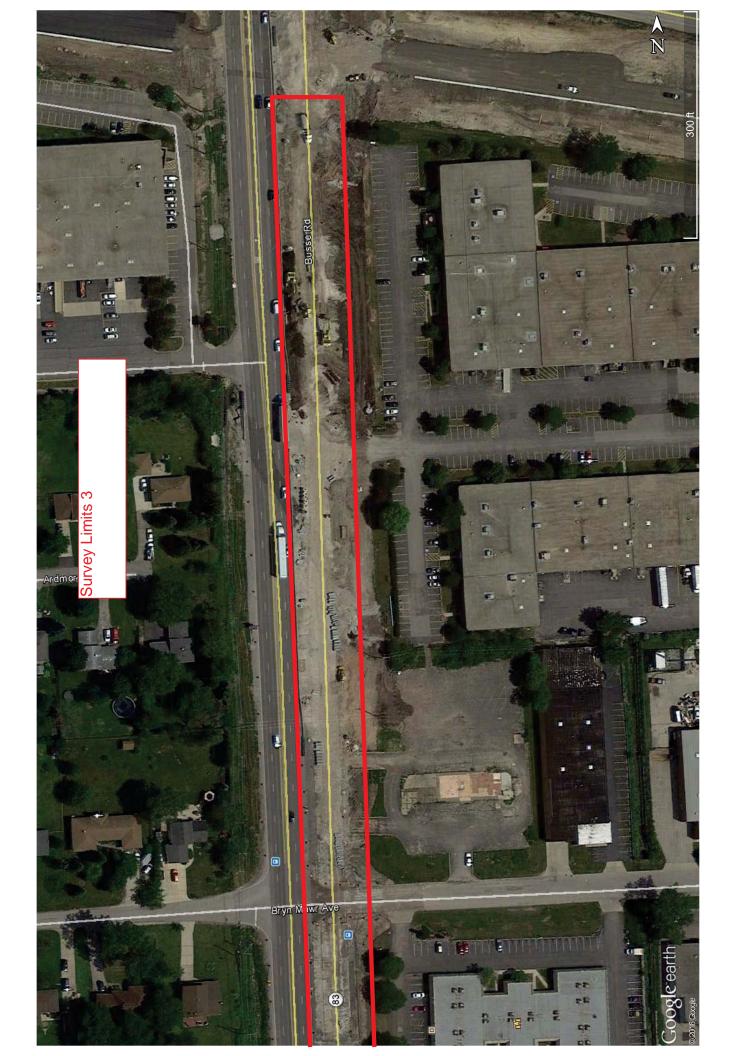
Scott C. Krebs, PLS Vice President

SCK/hmb Attachment(s)

Accepted By:		
Print Name:	(Signature)	
Date:		
Invoice To:		_







Surveying | Mapping | Scanning



# 2017 BILLING RATES

<u>Description</u> Principal (Deposition / Expert Testimony) Principal		<u>Hourly Rate</u> \$250.00 \$150.00				
Professional Land Surveyor (Deposition / Expension Professional Land Surveyor	rt Testimony)	\$200.00 \$125.00				
Survey Project Manager		\$120.00				
Office Surveyor I		\$100.00				
Office Surveyor II		\$80.00				
1 Person Survey Crew <sup>*</sup> (Includes Robotic Total Station o Overtime includes Monday – Friday aft	-	\$130.00 \$165.00				
2 Person Survey Crew <sup>*</sup> (Includes Robotic Total Station o Overtime includes Monday – Friday aft		\$180.00 \$195.00				
<b>3 Person Survey Crew</b> <sup>*</sup> (Includes Robotic Total Station of	or GPS receivers)	\$225.00				
3D Scanning <sup>*</sup> (Includes Scanner, operator, vehicle, all equip Note: Hourly rate for scanning beyond		Half Day (4 hours) \$1,250.00 Full Day (8 hours) \$2,000.00 \$250.00				
Visualization Modeling		\$120.00				
CAD Technician		\$100.00				
Secretarial Services (typing of legal descriptions, reports,	\$ 65.00					
Reimbursable Expenses:						
Overnight Delivery (Local) Overnight Delivery (National) Black/White copies 11″x17″ Black/White copies 24″x36″	\$20.00/Package Varies by location \$3.50/sheet \$4.00/sheet					

\*Charged Portal – To – Portal

#### FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE

MEASURING THE WORLD AROUND SINCE 1983

## CONSTRUCTION STAKING PROVISIONS

- 1. It is CLIENT's responsibility to schedule SURVEYOR's services effectively. SURVEYOR will visit the site to perform services only upon the verbal or written authorization by CLIENT, its project manager, or agent.
- 2. **SURVEYOR requires a** *minimum* **of forty-eight (48) hours of notice for scheduling a survey crew.** Once the crew is on site, crew will return as many days as needed to finish initial work. Additional work given to crew, while crew is on site, will be performed in a minimum of forty-eight (48) hours.
- 3. It is CLIENT's responsibility to keep SURVEYOR informed (in writing) of any and all revisions to the architectural, structural, or civil engineering documents pertaining to the Project. CLIENT is also responsible for supplying SURVEYOR with current revised site drawing for the Project.
- 4. SURVEYOR will set control stakes for locations <u>per plan and per contract</u>. CLIENT OR CLIENT's agents or employees agree to affix its signature(s) to any "Change Order" document presented by SURVEYOR, or its agent or employee, to any change due to field conditions, discrepancy in plans, or additional services.
- 5. Any stake designated "Control Point" <u>must not be disturbed</u>. Unauthorized removal or disturbance of a "Control Point" will result in a back charge of \$75.00 per incident. Control points will be recognized as being labeled **"CONTROL POINT, SAVE"** and will remain visibly marked with bright colors in the field.
- 6. If SURVEYOR arrives at the Project to provide staking as directed or scheduled by CLIENT, its project manager or agent, and site conditions prohibit such staking, a "Travel Charge" or "Trip Charge" will be assessed to the Project. This charge will be the equivalent of all time and material and travel expenses associated with the site visit.
- 7. Should underground utility lines, curb lines, foundations, or other improvements be incorrectly constructed, whereby SURVEYOR's stakes are believed to be the source or error, it is CLIENT's responsibility to preserve ALL <u>STAKES</u> in the location, position and condition SURVEYOR placed them. SURVEYOR will not be liable for erroneous staking if these stakes are removed, disturbed, or destroyed.
- 8. Should the SURVEYOR be called upon to check or verify stakes that it has placed in the ground and it is found that those were located and marked correctly and according to plan, the cost of doing so will be at the expense of CLIENT.
- 9. It is not SURVEYOR's responsibility to check horizontal or vertical alignment of utility structures after they are built. Doing so at CLIENT's request will be treated as an additional service and will be billed at the rates set forth in SURVEYOR's current Fee Schedule.
- 10. In the event that any staking is destroyed, disturbed or removed by an act of God or parties other than SURVEYOR, the cost of restaking shall be paid by CLIENT as additional work, provided such work is authorized by CLIENT.

CS Initials <u>SCK</u> Date: <u>Client Initials</u>

## **COMPASS SURVEYING LTD**

#### **GENERAL CONDITIONS (Rev. 09/25/07)**

Item 1. <u>Client Responsibilities</u>. Client shall, so as not to delay the services of Compass Surveying Ltd. (CS) (1) designate in writing a person to act as Client's representative who shall have complete authority to transmit instructions and receive information with respect to CS's services; (2) provide all criteria and full information as to Client's requirements for the project; (3) place at CS's disposal all available information pertinent to the project including title and/or background information, CS will not be required to perform an independent search for easements, encumbrances, title evidence and/or ownership data, as CS will rely upon the materials and representations that Client supplies to CS; and (4) give prompt written notice to CS whenever Client observes or otherwise becomes aware of any development that affects the scope of timing of or affects CS's services, or any defect or nonconformance in the work of any contractor. CS shall be entitled to rely upon the information and instructions provided by Client and Client's representative. Unless specifically provided otherwise in the scope of services, Client shall give CS authorization to proceed for each phase of services and for each Additional Service prior to CS commencing work. Authorization shall be provided in writing.

The Client will provide access to the work site. In the event the work site is not owned by the Client, Client represents to CS that all necessary permissions for CS to enter the site and conduct the work have been obtained. While CS shall exercise reasonable care to minimize damage to the property, the Client understands that some damage may occur during the normal course of the work, that CS has not included in its fee the cost of restoration of damage, and that the Client will pay for such restoration costs.

Item 2. <u>Scope of Work</u>. CS shall perform services in accordance with an "Agreement" made with the "Client". The Agreement consists of CS's proposal, Standard Fee Schedule, and these General Conditions. The "Client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, Client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the Client. The acceptance of CS's proposal signifies the acceptance of the terms of this Agreement. The fees for services rendered will be billed in accordance with the accompanying Standard Fee Schedule. Unit rates for services not covered in the fee schedule or elsewhere in the Agreement can be provided. The standard prices proposed for the work are predicated upon the Client's acceptance of the conditions and allocations of risks and obligations described in the Agreement. The Client shall impart the terms of this Agreement to any third party to whom the Client releases any part of CS's work. CS shall have no obligations to any party other than those expressed in this Agreement.

Item 3. <u>Modifications</u>. This Agreement and all its attachments represent the entire understanding between the parties, and neither the Client nor CS may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or Agreements, and any provisions expressed or implied in requests for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral. If specific periods of time for rendering services set forth in the scope of services are exceeded through no fault of CS, or if Client has requested significant modifications, altered project scheduling or creates changes in the general scope, extent or character of the project, or is not able to provide all necessary title and related documents at commencement, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The scope of services may be revised or modified for any reason upon Agreement of Client and CS. In each case, the scope of services will be modified in a manner mutually acceptable to Client and CS, and the fee schedule will be equitably adjusted to accommodate the changes. Any change to the scope of services or the fee schedule will be documented in writing.

Item 4. <u>Standard of Care</u>. CS will perform the services under this Agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended.

Item 5. <u>Confidentiality</u>. CS shall hold confidential the business and technical information obtained or generated in performance of services under this Agreement and identified in writing by the Client as "confidential". CS shall not disclose such "confidential" information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of CS against claims or liabilities arising from performance of its services.

Item 6. <u>Termination of Contract</u> Client may terminate this Agreement with seven days' prior notice to Surveyor for convenience or cause. CS may terminate this Agreement for cause with seven days' prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CS has been paid in full all amounts due for services, expenses and other related charges.

Item 7. <u>Utilities</u>. In the performance of its work, CS will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the Client. The Client agrees to hold CS harmless and indemnify CS from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by CS for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to CS or otherwise disclosed by the Client or utility locator service.

Item 8. <u>Hazardous Materials and Conditions</u>. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client, or other involved or contacted parties, to advise CS of any known or suspected undocumented fills hazardous materials, by-products, or constituents, and any known environmental, hydrologic, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by CS employees or subcontractors or which in any other way may be pertinent to CS's proposed services.

Item 9. Insurance and Indemnity. CS represents that it maintains general liability and property damage coverage considered adequate and comparable with coverage maintained by other similar firms, and that CS's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the Client upon request. CS shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions. CS agrees to indemnify the Client from and save Client harmless against any loss, damage, or liability stemming from acts of negligence by CS. The Client agrees to hold CS, its officers, directors, agents, and employees, harmless from any claims, suits, or liability including but not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to CS's work.

Item 10. <u>Ownership and Copyright</u>. All calculations, computations, work points, field control, files and notes are and shall remain the copyrighted property of CS. All documents prepared or furnished by CS pursuant to this Agreement are instruments of CS's professional service, and CS shall retain an ownership and property interest therein, including all copyrights. CS grants Client a license to use instruments of CS's professional service for the purpose of selling, purchasing or identifying property or constructing the project. Reuse or modification of any such documents by Client, without CS's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CS harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

Item 11. <u>Use of Electronic Media.</u> Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by CS. Files in electronic formats, or other types of information furnished by CS to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CS makes no representations as to long-term compatibility, usability, or document s resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CS at the beginning of this project.

Item 12. <u>Payment</u>. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. THE FEES QUOTED ARE BASED UPON AN EXPECTED TIMELY PAYMENT. Late payment charges of 1.5% per month will be added to delinquent charges. If Client objects to any invoice submitted by CS, Client shall notify CS in writing, within 15 business days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable to you. We reserve the right to stop work on the project if our invoices are overdue by more than thirty (30) days. We shall not be liable for damages arising our of any such stop of work, nor deemed to be in default of this Agreement as a result thereof. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection related costs that CS incurs, including attorney fees. Administration fees will be charged for modified invoicing formats or specific procedures required by Client in order to obtain payment. Client shall be further obligated to pay CS's cost of collection, including, but not limited to, court costs and attorney's fees, in the event of default in payment under this paragraph. This Agreement is entered into the Kane County, Illinois and the Laws of Illinois are to apply to the Agreement. If legal action is required by CS, to collect fees or expenses advanced or to resolve any dispute, then the parties agree that Kane County shall be the proper venue for that legal action. In the event of termination of services prior to completion, Client shall compensate CS for all services performed to and for such termination.

CS Initials: <u>SCK</u>

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

Client Initials:

# Exhibit C

Stuedemann Environmental Consulting



January 25, 2017

Mr. Joel E. Christell, P.E. Project Manager Civiltech Engineering, Inc. Two Pierce Place, Suite 1400 Itasca, IL 60143

### SUBJECT: Proposal to Provide Wetland Science Services IL Route 83 Bike Path, Foster Avenue to Bryn Mawr Avenue Bensenville, DuPage County, Illinois

Dear Mr. Christell:

Stuedemann Environmental Consulting, LLC (SEC) is pleased to present Civiltech Engineering, Inc. (Civiltech) with this proposal to provide wetland science services for the Village of Bensenville's (Bensenville) Phase 1 Study of the IL Route 83 Bike Path, Foster Avenue to Bryn Mawr Avenue project (IL Route 83 Bike Path Phase I Study), located in Bensenville, DuPage County, Illinois. Services presented herein coincide with the IL Route 83 Bike Path Phase I Study engineering services provided by Civiltech to Bensenville and include wetland science services, National Environmental Policy Act (NEPA) support, and preliminary regulatory coordination services. SEC presents this proposal in the following sections: project understanding, scope of work, project team, project schedule, project costs, and proposal acceptance.

#### **PROJECT UNDERSTANDING**

SEC understands that Civiltech has been solicited by Bensenville to submit a proposal for Phase I engineering services for design of a bike path on the east side of IL Route 83 between Foster Avenue and Bryn Mawr Road. Civiltech has solicited SEC to prepare this scope of services necessary for biological and wetland clearances from the Illinois Department of Transportation (IDOT) for the IL Route 83 Bike Path Phase I Study. To obtain these clearances, SEC proposes to prepare a wetland delineation report, conduct a preliminary endangered and threatened species consultation, and provide NEPA support services to Civiltech. SEC proposes to coordinate findings from these surveys and investigations with Civiltech and IDOT for biological and wetland clearances. SEC also proposes to submit the completed wetland delineation report to the U.S. Army Corps of Engineers (USACE) and the DuPage County Stormwater Management, Department of Economic Development, Division of Environmental Concerns (DEC) for jurisdictional determinations and boundary verifications.

On January 17, 2017, Civiltech provided SEC with the following IL Route 83 Bike Path Phase I Study documents: Exhibit A-4 Flood Insurance Rate Map; and Exhibits B-1, B-2, and B-3 Concept Plan and Profile Sheets. The Project Corridor consists of the limits presented on these exhibits, plus an additional 100 feet beyond these limits per requirements of the April 23, 2013, edition of the DuPage County

Countywide Stormwater and Flood Plain Ordinance (Ordinance). SEC understands that this Project Corridor consists of residential, commercial, industrial, and floodplain areas.

SEC proposes to conduct the biological and wetland surveys and investigations presented in this scope of work in accordance with the following:

- April 23, 2013, edition of the DuPage County Countywide Stormwater and Flood Plain Ordinance (Ordinance); and
- April 1, 2012, U.S. Army Corps of Engineers (USACE) Chicago District Regional Permit Program (RPP).

In preparing this proposal, SEC has made the following assumptions:

- 1. The IL Route 83 Bike Path Phase I Study is an IDOT federally funded pass-through project, and therefore, the scope of work for this proposal includes IDOT related coordination;
- 2. An internal screening for federal and state listed endangered and threatened species will be conducted by IDOT;
- 3. Buffer analysis and reports are not included in the proposal;
- 4. DuPage County Critical Wetlands and high-quality aquatic resources (HQAR) are not located within, adjoining, or adjacent to the Project Corridor;
- 5. USACE and DuPage County permitting are not included in this proposal; and
- 6. Wetland mitigation coordination and design are not included in this proposal.

#### SCOPE OF WORK

SEC proposes to complete the requested services in two tasks as follows:

#### Task 1: Wetland Delineation Report

SEC understands that regulated wetlands and/or waters are located within the Project Corridor. SEC proposes to prepare a Wetland Delineation Report for all areas within the Project Corridor in accordance with the U.S. Army Corps of Engineers (USACE) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0), (Supplemental Wetland Manual), and the Ordinance. Delineating both USACE jurisdictional "waters of the U.S." (WOUS) and DuPage County regulated Waters of DuPage will satisfy requirements of the Illinois Interagency Wetlands Policy Act of 1989 (IWPA) for the Illinois Department of Natural Resources (IDNR) and the Illinois Department of Transportation (IDOT) Phase I process.

SEC proposes to conduct investigations of all potential wetlands and waters within the Project Corridor. These investigations include an off-site records/document review followed by an on-site investigation. Proposed services include: the identification and delineation of wetlands and waters; the determination of USACE HQARs; and the determination of DuPage County critical wetlands and waters. Wetland delineation field investigation activities include on-site testing for the presence of hydric soils, hydrophytic vegetation, and sufficient hydrology. A floristic quality assessment (FQA) will be conducted for each identified wetland. Waters delineation field activities include the determination of the Ordinary High Water Mark (OHWM) of all identified waters.

SEC proposes to flag all USACE "waters of the U.S." (WOUS) jurisdictional wetland limits and DuPage County wetlands and waters within the Project Corridor. SEC also proposes to estimate the location of



adjacent wetlands within 100 feet of the Project Corridor per the Ordinance. SEC will coordinate with Civiltech and their surveyors to ensure that all wetland and soil pit flags are surveyed. SEC proposes that Civiltech provide wetland survey information to SEC in AutoCAD format for inclusion in the wetland delineation report figures.

SEC proposes to prepare a Wetland Delineation Report that will include findings from the field investigations. A final Wetland Delineation Report in Adobe PDF format file will be forwarded to Civiltech for review and distribution.

#### Task 2: NEPA Support and Preliminary Regulatory Coordination

SEC proposes to assist Civiltech in preparing, finalizing, and submitting NEPA related documentation with regard to biological and wetland IDOT review and clearance. For areas within, adjoining, and adjacent to the Project Corridor, SEC proposes to prepare the preliminary Section 7 consultation memorandum to the U.S. Fish and Wildlife Service (USFWS) for identification of federally listed endangered and threatened species habitats. As part of this task, SEC will also work closely with Civiltech to obtain IDOT's TREC Report, complete IDOT's Wetland Impact Evaluation (WIE) submittal, and complete the IDOT's Environmental Survey Request (ESR) submittal for IDOT clearance.

As part of Task 2, SEC proposes to validate the Wetland Delineation Report with DEC and the USACE for Phase II of the IL Route 83 Bike Path Phase II design. SEC proposes to submit the Wetland Delineation Report to DEC for preliminary jurisdictional determination (PJD) and boundary verification (BV) of Waters of DuPage. SEC proposes to also submit the Wetland Delineation Report to the USACE for concurrence and jurisdictional determination of WOUS, including wetlands. Any fees required for these submittals have not been included in this scope of services and are the responsibility of Bensenville and Civiltech. SEC will schedule and attend on-site pre-application meetings with the USACE, DEC, and Civiltech as needed.

#### **PROJECT TEAM**

SEC proposes to manage this project out of our Geneva, Illinois office with a support network of scientists who have experience in conducting wetland science services in DuPage County. Mr. Barry Stuedemann, P.E., P.W.S. will serve as the Project Manager and the Professional Wetland Scientist.

#### **PROJECT SCHEDULE**

SEC will proceed with the scope of work presented in this proposal immediately upon authorization from Civiltech. Specific schedules for each task are unknown at this time and will be coordinated with Civiltech throughout the duration of the IL Route 83 Bike Path Phase I Study. Wetland field investigations and the final floristic quality assessment work should be completed during the DuPage County growing season, from April 30<sup>th</sup> to October 12<sup>th</sup>. The schedule to complete each task is influenced by the responses, concerns, and requests of Civiltech and the pertaining agencies.

#### **PROJECT COSTS**

SEC estimates the cost to complete tasks outlined in this proposal to be a maximum "not-to-exceed" fee of \$14,088. An itemization of these costs is presented in Table 1, Cost Estimate for Consulting Services.

The following is a summary of these costs:

	SCOPE OF WORK	Costs
Task 1:	Wetland Delineation Report	\$9,270
Task 2:	NEPA Support and Preliminary Regulatory Coordination	\$4,818
Total:		\$14,088

#### **PROPOSAL ACCEPTANCE**

To indicate your acceptance of this proposal, please notify me by mail or e-mail. If you would like to authorize services by task, please indicate which tasks you are authorizing. SEC will assume the mail or e-mail correspondence as your signature and date for our authorization to proceed with the tasks presented in this proposal.

SEC appreciates this opportunity to provide wetland science services to Civiltech. If you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

Baun H. Stredense

Baron H. Stuedemann, P.E., P.W.S. Technical Director | Managing Member Stuedemann Environmental Consulting, LLC Mobile: 630-664-4550 E-Mail: <u>bstuedemann@stuedenv.com</u>



#### TABLE 1 Cost Estimate for Consulting Services

#### PHASE I WETLAND SCIENCE SERVICES IL ROUTE 83 BIKE PATH, FOSTER AVENUE TO BRYN MAWR AVENUE BENSENVILLE, DUPAGE COUNTY, IL

#### Prepared for Civiltech Engineering, Inc. Prepared by Stuedemann Environmental Consulting, LLC

#### January 25, 2017

IL ROUTE 83 BIKE PATH PHASE I STUDY WETLAND SCIENCE SERVICES TASK DESCRIPTION	Project Manager \$64.00	Project Coordinator \$24.00	Total Hours	Direct Labor (DL)	Overhead of 150% он(DL)	In-House Direct Costs (IHDC)	Fixed Fee (FF)	Other Direct Costs	Not-to- Exceed Costs
Task 1: Wetland Delineation Report Task 2: NEPA Support and Preliminary Regulatory Coordination	48 24	2 2	50 26	\$3,120 \$1,584	\$4,680 \$2,376	\$296 \$248	\$1,174 \$610	\$0 \$0	\$9,270 \$4,818
TOTAL:	72	4	76	\$4,704	\$7,056	\$544	\$1,784	\$0	\$14,088

DL (Direct Labor) = Hours x Hourly Rate

R (Complexity Factor) = 0

OH (Overhead Rate) = 150%

IHDC (In-House Direct Costs) = See Table Below for Itemization

FF (Fixed Fee) = 14.5% [ DL + R(DL) + OH(DL) + IHDC ]

Other Direct Costs = Testing, Drilling, and Hauling are not included in these costs.

IL ROUTE 83 BIKE PATH PHASE I STUDY WETLAND SCIENCE SERVICES DIRECT COST TASK DESCRIPTION		Mileage (\$0.535/mile)		Delivery (\$25/package)		Copies (\$0.60/page)	
	Miles	\$	Packages	\$	Pages	\$	(IHDC)
Task 1: Wetland Delineation Report	180	\$96	2	\$50	250	\$150	\$296
Task 2: NEPA Support and Preliminary Regulatory Coordination	90	\$48	2	\$50	250	\$150	\$248
TOTAL:	270	\$145	4	\$100	500	\$300	\$544

Mileage (miles) = 90 miles Round Trip to/from Site

Delivery (packages) = UPS, FedEx, or USPS

Copies (pages) = Average Cost for Black and White, Color, 8" x 11.5", and 11" x 17"

TYPE:

#### SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works DATE: February 28, 2017

#### **DESCRIPTION:**

Resolution Authorizing Phase II Design Engineering Services Agreement with Civiltech Engineering Inc. for the Church Road TAP Project from Grove Ave to IL-19 in the Not-to-Exceed Amount of \$155,338.00

#### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

\_\_\_\_\_

- X Financially Sound Village
- X Quality Customer Oriented Services
- X Safe and Beautiful Village

X Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors

#### **COMMITTEE ACTION:**

I & E (unanimously approved 6-0)

DATE:

February 21, 2017

#### **BACKGROUND:**

The Village applied for a Congestion Mitigation Air Quality (CMAQ) grant and was awarded Transportation Alternatives Program (TAP) funding (a new program through CMAQ) for a shared use path project in the amount of \$541,620 (80% of estimated \$677,024 project) to construct an off street bike/pedestrian path from Grove Ave to IL-19. Of the total \$541,620 grant amount, \$64,000 is eligible reimbursement for Phase II Engineering.

The Village has also applied for Local Rail Highway Safety Improvement Grant through IDOT for \$450,000. The results of the award are anticipated by June 2017.

#### **KEY ISSUES:**

On January 26, 2016, the Village Board approved a Phase I Design Engineering Service Agreement with Civiltech Engineering, Inc. The scope of Phase I included geometric analysis, Phase I design approval, environmental clearances, wetland delineation and study, tree survey and preparation of a Project Development Report. Phase I is currently underway.

In order to let the project prior to grant sunset date in 2018, staff recommends beginning Phase II design in 2017 as we are currently anticipating ROW acquisition from six parcels along the project corridor. Typically, the ROW acquisition process approval through IDOT can take up to 9 months.

The Phase II proposed assignment scope includes topographic survey, preparing plans and bid specifications, outside agency permitting and coordination, bidding assistance, Right of Way (ROW) negotiations, plat preparations, ROW appraisals and geotechnical investigation of existing conditions.

Civiltech originally submitted a design services proposal in the amount \$163,278.00 to perform the Phase II design services. The staff negotiated to reduce the costs \$155,338.00. The negotiations resulted in savings \$7,940.00. Federally funded projects have to abide by rigorous federal requirements, which generally results in higher design engineering costs. The requirements of federal process are similar regardless of the type, size or scope of the project. Additionally, permitting through USACE is required due to culvert extension work proposed within the Waters of US at Silver Creek. Furthermore, this project also involves a railroad crossing and the process of coordination/permitting through railroad is extremely lengthy.

At this time, the estimated construction cost of the project is \$1.1 million, which has gone up since the time of the TAP application. The increase is due to the required railroad crossing improvements based on the preliminary coordination with METRA.

The Phase II Design is approximately 14% of the construction cost. The staff feels these costs are appropriate because the design engineering for federally funded projects typically costs more than locally funded projects due to the rigorous federal requirements as well as permitting from other governmental/outside agencies.

#### ALTERNATIVES:

Discretion of the Village Board.

#### **RECOMMENDATION:**

At the February 21, 2017 Infrastructure & Environment Committee Meeting, the Committee recommended approval (6-0) of the Resolution.

#### **BUDGET IMPACT:**

In FY 2017, a total of \$260,000.00 is budgeted for the Phase II design engineering services. This amount also included the actual cost of ROW acquisitions, which will be determined based on the negotiations with the six parcels.

#### **ACTION REQUIRED:**

Approval of a Resolution authorizing a Phase II design Engineering Services Agreement with Civiltech Engineering Inc. for the Church Road TAP Project from Grove Ave to IL-19 in the not-to-exceed amount of \$155,338.00.

ATTACHMENTS:		
<b>Description</b>	<u>Upload Date</u>	<u>Type</u>
RES - Phase II Design - Church TAP Bike Path	2/9/2017	Resolution Letter
MAP - Phase II Design - Church TAP Bike Path	2/9/2017	Backup Material
PROPOSAL REV - Phase II Design - Church TAP Bike Path	2/9/2017	Backup Material
PROPOSAL ORIG - Phase II Design - Church TAP Bike Path	2/9/2017	Backup Material

#### **RESOLUTION NO.**

#### AUTHORIZING THE EXECUTION OF A PHASE II DESIGN ENGINEERING SERVICES AGREEMENT WITH CIVILTECH ENGINEERING, INC. FOR THE CHURCH ROAD TAP PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$155,338.00

WHEREAS the Village applied for a Congestion Mitigation Air Quality (CMAQ) grant and was awarded Transportation Alternatives Program (TAP) funding (a new program through CMAQ) for a shared use path project in the amount of \$541,620 (80% of estimated \$677,024 project) to construct an off street bike/pedestrian path; and

WHEREAS the limits of improvements for the project are from Grove Ave to IL-19; and

WHEREAS the Village entered into Phase I engineering service agreement with Civiltech on January 26, 2016; and

WHEREAS the Village requested a proposal from Civiltech to perform Phase II engineering services; and

WHEREAS after negotiations the total Phase II design engineering cost proposal received is in the not-to-exceed amount of \$155,338.00; and

WHEREAS the "Engineering Services Agreement," which defines the scope of work necessary to complete this project, is attached to this Resolution.

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

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing an engineering services agreement with Civiltech Engineering, Inc for the Church Road TAP Project in the not to exceed amount of \$155,338.00.

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

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

## APPROVED:

Temporary Chairperson

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

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

NAYS:

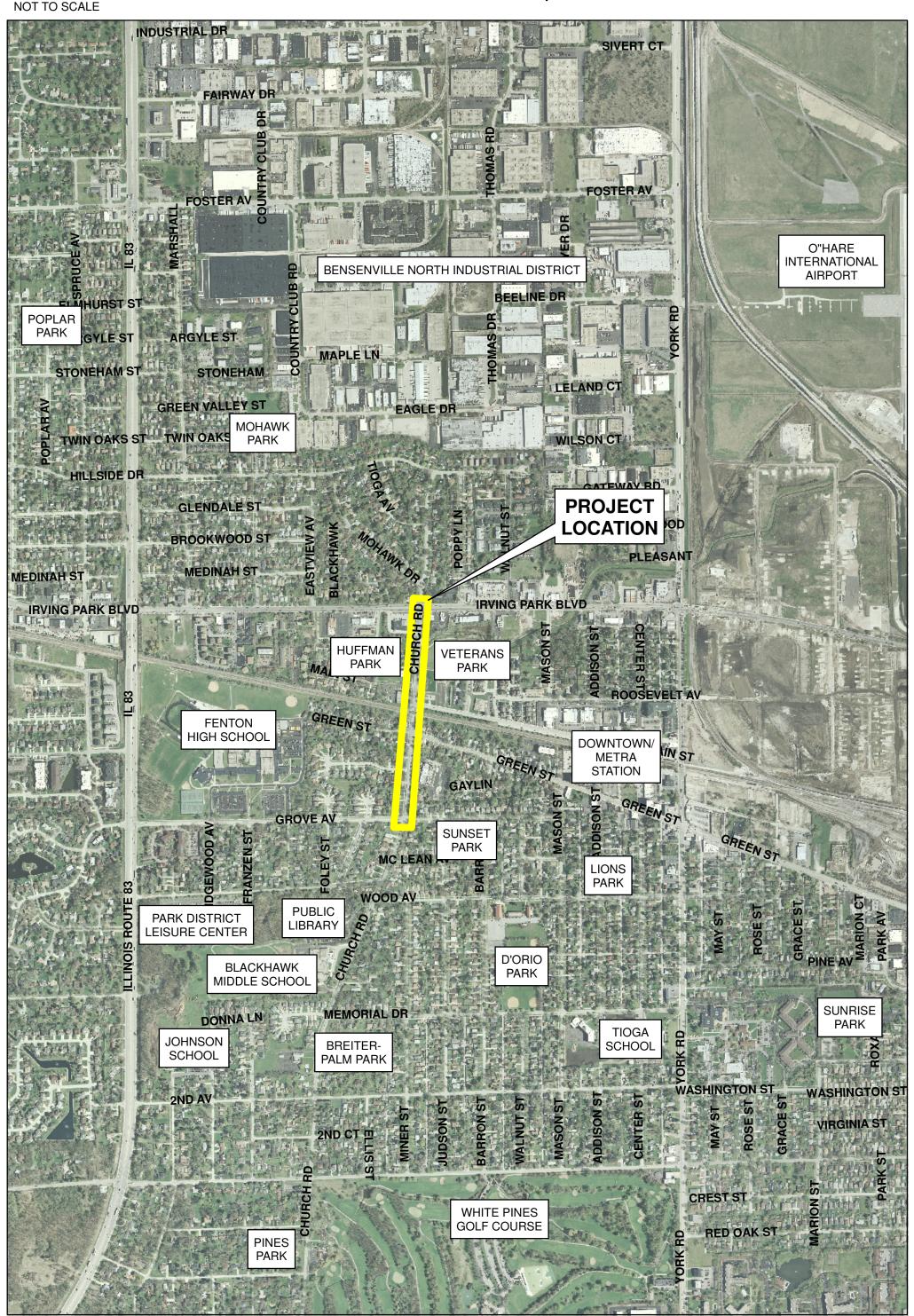
ABSENT:



# Village of Bensenville

Location Map





Municipality Village of Bensenville	L O C	Illinois Department of Transportation	C O	Name Civiltech Engineering, Inc.
Township	A		N S	Address
Addison	L	Preliminary Engineering Services Agreement	U	Two Pierce Place Suite 1400
County	A G	For	Т	City
DuPaœ	EN	Motor Fuel Tax Funds	A N	Itasca
Section	C		Т	State
16-00095-00-BT	Ŷ		-	IL

THIS AGREEMENT is made and entered into this day of , between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS

	o finance Endine Entino services as described under AGREEMENT FROMOIONS.								
Section Description									
Name	Church Road Bi	ke Path a	nd Milwaukee	District/West Railway Cr	ossing				
Route	2667	Length	0.40	_ Mi	_ FT	(Structure No.	)		
Termini	Grove Avenue	e [Key Rou	ite 9-3564] to I	Irving Park Road (IL Rou	ite 19) [Key I	Route 9-1321]			
Descript	tion								

Description:

Professional engineering services to design an 8ft shared-use path along the west side of Church Road from Grove Avenue to Irving Park Road.

Agreement Provisions

#### The Engineer Agrees,

- 1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a. 🛛 Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c. A Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e. X Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h. X Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

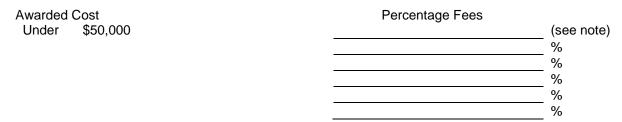
Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
- j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

#### The LA Agrees,

- 1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a. A sum of money equal to \_\_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

#### Schedule for Percentages Based on Awarded Contract Cost



Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus <u>1.67</u> percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

#### The total not-to-exceed contract amount shall be \$155,338.00

- 3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

- 4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus <u>1.67</u> percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
- 5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREEs, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus <u>1.67</u> percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

#### It is Mutually Agreed,

- That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
- 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
- 4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

		Village of Bensenville	of the
		(Village of Bensenville)	
ATTEST:		State of Illinois, acting by and through its	
Ву		Board of Trustees	
Ilsa Rivera-Trujillo	Village Clerk	Ву	
(Seal)		Title Village Manager	
Executed by the ENGINEER:		Civiltech Engineering, Inc.	
ATTEST:			
Ву		Ву	
Title Jon R. Vana, President		Title Jon R. Vana, President	

Approved	
	_
Date	
Department of Transportation	

Regional Engineer



# **ATTACHMENT A**

Scope of Services, Cost Estimate of Consultant Services, Work Hours & Direct Costs

#### PROFESSIONAL DESIGN ENGINEERING SERVICES PROPOSAL PHASE II ENGINEERING

#### Church Road Bike Path and Milwaukee District/West Railway Crossing Grove Avenue to Irving Park Road

#### Village of Bensenville February 6, 2017

#### I. PROJECT UNDERSTANDING AND APPROACH

All work will be performed in accordance with the applicable parts of the Village of Bensenville standards and guidelines, the Illinois Department of Transportation Bureau of Local Roads and Streets (BLRS) Manual, and any applicable portions of the Bureau of Design and Environment (BDE) Manual. In addition, all permitting will follow the requirements set forth by the Milwaukee District/West Railway (Metra) and the Illinois Commerce Commission (ICC).

The Village received Transportation Alternatives Program (TAP) funding to construct an 8-foot shareduse path along the west side of Church Road from Grove Avenue to Irving Park Road. The proposed shared-use path crosses the Metra commuter railway at an at-grade crossing and while there is no safety equipment present at the crossing for pedestrians, despite the presence of sidewalks along both sides of the roadway, there are crossing arms and flashing warning signals present for the roadway atgrade crossing. The proposed project includes improvements to the railway track surface and pedestrian crossing arms to provide a safe and accessible crossing for shared-use path users and the Village is pursuing additional Local Rail / Highway Grade Crossing Safety Program funds for the construction of the at-grade pedestrian crossing.

The railroad work would include the equipment with pedestrian flashing light signals and gates, railroad pad extension and track work, and the necessary aggregate pedestrian escape areas. Any improvements to the rail crossing surface, pedestrian gates and associated construction will be performed by the railroad under agreement with the Village. The exact scope of these railroad improvements will need to be identified through further coordination with the Metra and Illinois Commerce Commission (ICC).

The Church Road Bike Path Phase I study being led by the Village of Bensenville and completed by Civiltech Engineering, Inc. It is anticipated that a public hearing could be held in Early Summer 2017, with Design Approval anticipated from IDOT and FHWA toward the Late Summer 2017. Currently the project is included for construction in the DuPage Mayor's and Manager's Council program, with this last segment of the Church Road Bike Path potentially being constructed in 2018 if the project moves forward through the Phase II engineering stage. Several key elements have already been addressed as part of the Village's current Phase I study to include Metra and ICC coordination in regard to the railroad crossing.

Since the overall Church Road project schedule remains uncertain without the ICC's formal approval and with no Metra agreements in place, the funding for the bike path construction is targeted for 2019 through the council. It may be possible to construct the crossing improvements to be compatible with the ultimate improvements along the Church Road in 2018, subject to change based on the availability of funding and project readiness through the right of way acquisition process. The answer will come out of pending railroad and ICC coordination. It is anticipated that Village will file a petition with the ICC for the crossing. The outcome of the petition and ICC hearing process will outline the scope of work that will be completed by Metra. This is a critical step that should be initiated as soon as possible due to the

1

extended time that this process may take. The railroad has already agreed in concept to the pedestrian gates which is documented through coordination letters within the Project Development Report along with other comments received about the project through the ICC.

The implementation of this pedestrian crossing will involve several critical steps. Toward this effort, the key items of design work include the following: ICC (File a Petition with the court for permission to make a change in crossing warning devices, or to install new warning devices, wherefore, the petitioner "prays" that the Commission will set the aforesaid matter for hearing, and/or that the Commission enter an order or adopt a resolution consenting to and granting authority for the making of the proposed changes in or additions to crossing warning devices), Metra (Permits, Agreements, and Approvals), Railroad Construction Coordination (Railroad Pad Extensions, Flashing Signals, and Gates), Bike Path Construction Coordination (Approach Paths, Right-Of-Entry Permits, Insurance), and Village of Bensenville / IDOT Coordination.

### II. SCOPE OF SERVICES PHASE II ENGINEERING

#### 1. Data Collection and Early Coordination

A. Obtain and Review Record Data - The Phase II Engineers will review in detail any design work completed as part of the Church Road Bike Path Phase I engineering to ensure that the design of the proposed improvements are not in conflict. We will also review any commitments made as part of the Phase I work through their initial coordination efforts with IDOT to ensure that they are followed through during our Phase II design engineering. We will obtain and review available Village data including, but not limited to, traffic data, subdivision plans and plats, existing/proposed record drawings, drainage permits and reports, geotechnical reports, right-of-way data, aerial photography and contour mapping, or other existing studies, plans, and utility atlases.

**B. Initial (Kick-Off) Meeting with the Village and IDOT** - We will hold a joint meeting with Village and IDOT to discuss the proposed improvements and any anticipated issues associated with the project and our design approach. We'll also invite IDOT's Rail Safety & Project Engineer and Senior Railroad Engineer staff to coordinate agreement processing, permitting requirements, and to outline our project schedule.

**C. Preliminary Utility Company Coordination** - We will send letters to the utility companies within the project limits requesting copies of their utility atlases. The information collected will be incorporated into the project base drawing, and used for further coordination as outlined at the pre-final P, S & E stage.

**D. Topographic Survey and Geotechnical Studies**– Obtaining a full design topographic survey along the proposed Church Road Bike Path corridor was completed by Compass as part of the Phase I engineering. However, a geotechnical investigation to include topsoil thicknesses and structural borings at the culvert extension were not completed through Phase I. This geotechnical work is to be completed by Midland Standard Engineering and Testing, we have included manhours for coordination between Civiltech and Midland Standard Engineering and Testing, and a copy of their proposal is included.

**E. Field Review of Survey** – This item includes a review of the topographic survey and performing a "plan-in-hand" field check of the project site to verify the completeness and accuracy of the survey. We will also photo document the site and prepare a detailed inventory

of existing signage and any other topographic features which may impact or be impacted by the proposed design. At this time we will also establish as accurately as possible, the locations of existing private utilities in the field using a combination of the atlases obtained during our Preliminary Utility Company Coordination and visual observation in the field.

#### 2. Preliminary Engineering

**A. Plan Base Sheet Preparation-** We will plot existing topographic aerial/survey information and develop plan base sheets at a scale of 1'' = 20' and 1'' = 50' for use in the development of contract plans. Any updated existing utility information that has been obtained during the data collection phase and survey phase will also be plotted on the base sheets.

**B. Design Criteria & Preliminary Design Studies** - We will review the proposed shared-use path alignment and horizontal and vertical geometrics with respect to the existing right-of-way. Additionally, preliminary cross sections and drainage requirements will be analyzed in detail by the Phase II design team.

Based on information obtained under items one through two above, we will develop relevant design criteria and standards for use in proceeding with the preliminary engineering stage of the Project. The Preliminary Engineering work will address the following:

Documentation of Existing Conditions Metra Railroad Engineering Coordination, Easement/ Right of Entry/ License Agreements Illinois Commerce Commission Petition, Reports, and Hearing IDOT Rail Safety & Project Engineering Coordination Preliminary Project Cost Estimate Preliminary Estimate of Construction Time Update Project Program Information (PPI) Form

Based on the established design criteria and standards, we anticipate the development of various design exhibits for coordination through the ICC, Metra, and IDOT and for supplementing the agreement/hearing/permitting documents to be processed through each of the respective agencies for approval.

**C.** Box Culvert Extension and Drainage Design – The Phase I study included the preparation of Existing and Proposed Drainage Plans. The Proposed Drainage Plan will be used as the starting point for the completion of the detailed drainage design.

Church Road crosses Silver Creek just north of the intersection with Main Street. A 5-foot x 10foot concrete box culvert conveys flow beneath the roadway. This waterway is identified as Waters of the U.S. (WOUS) and will require coordination with the U.S. Army Corp of Engineers. A 36" concrete pipe also outlets to this creek and is located just south of the south headwall on the west side of Church Road. The existing culvert headwall will be removed and replaced by a perpendicular retaining wall with a mounted protective railing (minimum 42" total height). A 36" concrete pipe will need to be extended and re-fitted into the proposed retaining wall. A hydraulic study was completed to determine the impacts of these proposed improvements.

Floodway and floodplain follow Silver Creek located within the project limits. There are no practical alternatives to construction in the floodplain or floodway, however, retaining walls

have been utilized to reduce the amount of fill in the floodplain and floodway. We will determine the volume of fill and design the proposed grading to compensate for this filling.

The Village of Bensenville is a partial waiver community therefore any Special Management Areas (wetlands and floodplains) impacted by the proposed improvement will be reviewed by DuPage County. An IDNR permit submittal will be required for the Silver Creek floodway. The IDNR then has the option to defer the floodway review to the County. A USACE permit will be required and submittals should be made to the County and the USACE concurrently. A full Joint Application to the USACE is necessary and the USACE may defer the review to DuPage County, however the USACE will still issue the permit. These Church Road Bike Path improvements will also require a full-tabbed (flow chart) permit submittal through DuPage County.

Our plan is to develop preliminary engineering plans for a pre-application meeting with the DuPage County to get their guidance on floodplain management, erosion control, wetland impacts, stormwater management and design. We'll need to meet with DuPage County on-site to review the wetland delineation and get concurrence with the limits of the wetland, that the wetland is a regulatory wetlands, and that there are no other critical wetlands along the corridor. Subsequently, we'll need to request that the USACE issue a Jurisdictional Determination confirming wetland Site 1 as jurisdictional "waters of the United States".

When ready to submit the permit an intake meeting should be scheduled at the County. The intake meeting will not provide technical review but will make certain that the application is complete. Four copies of the permit application are required for submittal and the permit fee is generally required at the intake meeting. The fees will likely include an initial \$200 application fee, \$1,200 for small site floodplain, \$710 for wetlands, and \$360 for riparian (buffer), and wetland banking estimated at \$5,000.

**D. Review and Confirm Project Right-of-Way Requirements** - We will review the proposed path alignment and horizontal and vertical geometrics with respect to the existing right-of-way. Additionally, the preliminary cross sections will be analyzed in detail by the Phase II design team in order to confirm the proposed right-of-way required. This work will be performed early in the design phase so that the right-of-way acquisition process can begin as soon as possible to ensure that the project remains on schedule.

There are six (6) parcels with potential right-of-way takes, permanent easements, and temporary easements within the project limits. We anticipate plats, appraisals, review

appraisals, and negotiations to be necessary through the valuation and land acquisition process. All such services shall be performed in accordance with the policies of the Village, and where applicable, the Illinois Department of Transportation Land Acquisition Policies and Procedures Manual and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act.

Property Identification Number	Address	Approx. Size	Actual Area (acres)	Land Use	Purpose
03-14-307-006	140 N Church Road Bensenville, IL 60106	10' x 12' Triangular	0.001	Residential	Shared-use P ath Construction
03-14-301-007	702 W Green Street Bensenville IL 60106	5' x 150'	0.017	Residential	Shared-use P ath Construction
03-14-122-016	701 W Green Street Bensenville, IL 60106	5' x 110'	0.013	Residential	Shared-use P ath Construction
03-14-119-013	100 N Church Road Bensenville, IL 60106	Irregular	0.025	Bensenville Police Dept./Huffman Park	Shared-use Path Construction/Culvert Extension
03-14-119-012	700 Irving Park Road Bensenville, IL 60106	10' x 200'	0.046	Commercial	Shared-use P ath Construction
N/A	Bensenville, IL 60106	25' × 100'	0.060	Milwaukee District West Railway	Shared-Use Path Construction Railway Crossing Construction Installation of Railway Pedestrian Crossing Equipment

The preparation of the Plat of Highways and Legal Descriptions will be performed by Compass in accordance with the IDOT Plats of Highway Checklist (a copy of their proposal is included in Attachment B). We will provide Compass electronic copies of the proposed alignment and right-of-way for use in preparing the Plat of Highways and tying down the path centerline alignment.

Civiltech will provide the necessary valuation services. The fees included in the Direct Costs reflect that there will be parcels with differing levels of work required. We propose to use T Engineering Services Ltd. for our review appraisals, and to use Santacruz Associates Ltd. as the negotiator for the land acquisitions, a copy of their proposals are included.

This item also includes work involved with coordination between the Phase II design team and the appraisers and negotiators. This work typically includes providing the appraisers and negotiators with exhibits for use during meetings with the property owner, and providing information regarding the design and potential modifications to the same. However, the design for the relocation of any private property items is NOT included within the scope of this agreement. We will work with the appraisers and negotiators to ensure that all items within the takes or easements that need to be relocated by the property owner are accounted for in the compensation offered to them.

#### 3. Pre-Final (90%) Plans, Special Provisions and Estimates

**A. Pre-Final Plans** - The development of Pre-Final Contract Plans and documents will proceed throughout the Village's review of the Preliminary Plan Submittal. We will prepare pre-final contract plans based on comments received on the preliminary plans and in accordance with the applicable sections of the BLRS manual, any applicable sections of the BDE manual, and applicable IDOT Standards and in accordance with current Village standards and practices. We anticipate that the contract plans will contain the following drawings:

Cover Sheet and Index of Sheets (1 sheet) General Notes (1 sheet) Summary of Quantities (1 sheet) Erosion Control and Landscaping (1"=20") (2 sheets) Path Plan and Profile (1"=20') (4 sheets) Culvert/Retaining Wall General Plan and Elevation, Structural Details, and Railings (6 Sheets) Cross Sections (1"=10'H: 1"=5'V) (7 sheets) ADA/PROWAG Ramp and Driveway Construction Details (2 sheets) Village and IDOT Construction Details (4 sheets)

We estimate that the contract plans will contain a total of 28 sheets.

The cross sections will be prepared at 50-foot intervals from the beginning of project to the end of project limits. Half width cross sections will be prepared and will be in accordance with plan preparation guidelines.

The pre-final contract documents will be submitted to the Village, Metra, and the ICC for their coordination. We will also submit the contract plans to the various utility companies. This submittal will sufficiently define the conflicts so that the utility companies can, at a minimum,

perform the necessary engineering for any required utility relocations. This allows relocations to be performed in advance of the actual construction. Civiltech will perform the necessary coordination with the utility companies and follow up as needed on each of our submittals. This will attempt to ensure that no utility company is ignoring the project. Depending on the complexity of the utility involvement it may be necessary to conduct periodic coordination meetings.

**B. Pre-Final Special Provisions -** We will prepare special provisions that supplement or amend the special provisions contained in the latest edition of the Standard Specifications for Road and Bridge Construction adopted by the Illinois Department of Transportation and the latest edition of the Standard Specifications for Sewer and Watermain Construction in Illinois. Applicable Village special provisions will be utilized to supplement the Standard Specifications. In addition, we will include the latest IDOT Recurring Special Provisions Check Sheet. The most recent set of IDOT's Bureau of Design and Environment Special Provisions and District 1 Special Provisions will be reviewed and included in the special provisions where applicable.

**C. Pre-Final Quantity Calculations** - We will perform detailed quantity calculations at the prefinal stage of the plan development. Two sets of calculations will be performed by separate engineers in order to ensure the accuracy of the calculations.

**D. Pre-Final Estimate of Cost and Construction Time** - We will use the quantities of work in order to calculate an Engineer's Estimate of Cost and Time. Estimates will be based on recent bid tab information for projects of similar scope and magnitude.

**E. Pre-Final QA/QC Review** - Prior to submission of the pre-final plans for review, we will perform an internal Quality Assurance / Quality Control review of the work completed. The review will be performed by a professional engineer independent of the design team. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required. The design team will also perform a "plan-in-hand" field check to confirm the existing conditions and design.

**F. Pre-Final Project Review Meeting with Village** – If necessary, a project review meeting will be held with the Village to address design issues and plan comments generated from the pre-final contract document review.

**G. Pre-Final Project Review Meeting with IDOT If necessary,** a project review meeting will be held with the Village and IDOT to address any design coordination issues and plan comments that may affect the Phase I study being led by the Village and being completed by Civiltech Engineering, Inc.

#### 4. Final (100%) Plans, Special Provisions and Estimates

**A. Final Plans** - After completion of all agency reviews and resolution of any other agency or utility company concerns, the contract plans will be finalized. In order to assist the Resident Engineer (RE) we will furnish the Village, as part of our deliverables, detailed information including all design, quantity calculations, and microstation files in dgn format. We will also prepare a technical memorandum to the RE highlighting any key issues, commitments, or special concerns that arose during the design stage of the project.

IDOT will be responsible for letting the project. Therefore, we will provide IDOT with final plans and bid documents to satisfy their letting schedule and guidelines, as well as the number of full and reduced size copies requested. We will also submit the contract plans to the various utility companies, to the ICC, and to the Metra railroad.

**B. Final Special Provisions** - All comments received pertaining to the pre-final special provisions and bid documents will be addressed and a disposition will be included in the final bid documents. The status and schedule of all utility relocations, as of the date of the final plans, will be included in the bid documents.

**C. Final Quantity Calculations** - The quantities will be updated based on changes made to the plans after the pre-final stage.

**D. Final Estimate of Cost and Construction Time** - The estimates will be updated based on the revised quantities. Cost breakdowns for different funding sources will be provided to the Village to assist in the completion of any joint agreements for construction.

**E. Final QA/QC Review** - Prior to the final submittal, a second QA/QC review of the plans and special provisions will be performed.

#### 5. Project Administration, Coordination and Permits

**A. Project Administration** - This item includes project setup, monthly invoicing, preparation of status reports, and internal project team coordination meetings.

**B. Project Submittals** - As noted above, we will make the necessary document submittals, and follow through with each agency in regards to their review comments or arrange a review meeting to discuss plan changes necessary to resolve conflicts if possible.

**C. Utility Company Coordination** - As noted above, we will analyze the project for potential impacts to existing utilities. We will provide the utility companies with a list of areas of potential conflict so that additional information, such as horizontal locates or depth borings can be obtained where necessary to further define the extent of conflicts. We will first attempt to address utility conflicts through design modifications while considering the impact those changes will have on the overall improvement. It is anticipated that utility relocation work will be necessary to construct the proposed roadway improvements.

Based on the amount and complexity of the required utility relocation, it may be necessary to have periodic coordination meetings with the utility companies. We have included hours to meet two times with the utility companies. In addition, we will review the permit submittals from the utility companies to ensure that all of the conflicts have been resolved and that the plans are compatible with the proposed construction.

**D. ICC Petition, Metra Railroad Agreements, Permitting, and Report Documentation** - This project will require an ICC Petition be submitted. It is our understanding that Village or its representative agents will file the formal petition on behalf of the highway authority to the ICC. The petition should state the location of the crossing, improvements desired, and financial assistance being used.

Upon receipt and review of the petition, the ICC will send out a notice of the date, time, and place of the hearing to all parties. The hearing is conducted in a similar manner to that of a court trial, but on a more informal basis. During the course of this hearing, each party will have the opportunity to express their concerns regarding the safety of the improvement. We will be prepared to assist the Village with expert testimony and evidence relative to the physical characteristics of the crossing and bike path improvements.

After the hearing, the ICC issues an Order based upon findings made from evidence presented and includes a description of the work to be performed, the responsible parties, the division of cost, and the date by which the work should be completed. It is not anticipated that Metra will contest the case based upon their cooperation and concurrence documented through the Phase I study. Therefore, we do anticipate a favorable Order to be issued. It can be relatively quick process should no issues arise and can likely be completed within a 6-9 month timeframe.

Once the ICC Order has been issued, we will work with the Village to finalize the necessary railroad agreements and right of entry permission for the shared-use path construction within the railroad right-of-way.

**E. Special Waste and CCDD Testing** - Preliminary Environmental Site Assessments were performed during the Phase I study by Stuedemann Environmental Consulting. Specifically, the findings section of the PESA indicates potential hazards were identified at three (3) properties that may directly affect the Church Road Bike Path project. In addition, twenty-three (23) low risk hazards, which were not involved with regulated substances of significant quantity; were mentioned for awareness during the Church Road Bike Path project but generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies

A Preliminary Site Investigation (PSI) will include collection of soil samples for assessment of appropriate disposal practices including classification as CCDD for the project corridor. Samples will either be collected related to Potentially Impacted Properties (PIPs), which are essentially the same as the RECs identified in the PESAs (for LPC-663 Form) or for pH only along project areas where PIPs/RECs were not identified (for LPC-662 Form). All other sites will be covered by a PSI to be performed by Stuedemann Environmental Consulting as a subconsultant to Civiltech. A copy of their proposal is included. We have included manhours for coordination between Civiltech and Stuedemann Environmental Consulting.

**F. DuPage County Stormwater Permitting and Documentation** - This project will require a permit submittal to DuPage County in compliance with the Stormwater and Floodplain Ordinance. We will prepare and submit the permit application along with the required back-up documentation.

It is anticipated that wetland impacts will be unavoidable and that mitigation will be required through the purchase of wetland credits. As described earlier, the wetland portion of the permitting process will be performed by Stuedemann Environmental Consultants. A copy of their proposal is included.

**G.** Illinois Department of Natural Resources Permit - An IDNR permit submittal will be required for the Silver Creek floodway. The IDNR then has the option to defer the floodway review to the County.

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**H.** United States Army Corps of Engineers - This project will require a permit submittal to the USACE for the impacts to the Waters of the US. We have included manhours to coordinate with our wetland scientist in regard to the relevant information from the Wetland Report.

We envision a joint application with a complete set of Preliminary Engineering contract plans for staff review and permit. Our goal will be to secure permit for the project's overall floodplain and stormwater management, erosion control, wetland mitigation, and design.

**I. NPDES Permitting and Documentation** - The NPDES permit, along with a Stormwater Pollution Prevention Plan, will also be prepared for inclusion in the contract documents for final execution by the successful bidder. Separate permits will be required for each construction contract. All erosion control design will be in accordance with the latest IEPA, IDOT, and County requirements.

**J. Pre-Construction Meeting Attendance** - We will attend the pre-construction meeting at IDOT to answer any questions regarding the design and contract documents. We will also provide responses to any questions from contractors during the construction process, if necessary.

#### III. FEE CALCULATION

In order to calculate our "not-to-exceed" fee for our projects, we estimate the number of manhours to complete the items outlined in the Scope of Services section of this proposal. These hours are used in conjunction with hourly rates of the personnel completing the tasks and our IDOT approved multiplier based on CPFF Method 1 (BLR 05610) to include overhead and profit. All sub-consultant expenses and direct costs are billed at cost without markup. Please reference the separate Phase II engineering fee calculations included herewith for further details on the development of the following "not-to-exceed" fees for the Phase II Professional Engineering Services fees:

Phase II Engineering (labor):	\$30,035
Phase II Engineering (overhead):	\$50,157
Phase II Engineering (direct costs):	<u>\$75,146</u>
	\$155,338

#### Church Road Bike Path and Milwaukee District/West Railway Crossing Grove Avenue to Irving Park Road

Village of Bensenville

	Personnel & Hours									
	Principal	Project Manager	Engineer IV	Engineer II	Design Technician	Chief Structural Engineer	Structural Engineer IV	Total Hours	% of Hours	Labor Cost
	\$70.00	\$53.95	\$35.66	\$29.00	\$31.00	\$70.00	\$35.66			
1 Data Collection and Early Coordination								-		
	1	8	10	8	0	3	3	33	3.9%	\$1,197.18
2 Preliminary (65%) Engineering										
	1	9	28	58	38	10	26	170	20.0%	\$5,341.19
3 Pre-Final (90%) Plans, Special Provisions and Estimates										
	6	24	63	93	59	16	54	315	37.0%	\$10,413.02
4 Final (100%) Plans, Special Provisions and Estimates										
	4	10	11	17	14	5	11	72	8.5%	\$2,531.02
		•								· · · ·
5 Project Administration, Coordination and Permits										
· · ·	18	71	70	61	34	4	4	262	30.8%	\$10,552.29
		•								· · ·
Total Cost										\$30,034.70
										·
Multiplier*	2.67									\$80,192.65
Direct Costs and Sub Consultant Expense (See attached calculat										\$75,145.80
	*					Total E	Engineering Cos	t: 852	100.0%	\$155,338

\*Multiplier 1(Direct Labor)+OH + 0.145\*(1+OH)

#### Church Road Bike Path and Milwaukee District/West Railway Crossing Grove Avenue to Irving Park Road

#### Village of Bensenville

#### WORKHOUR ESTIMATE

		Personnel & Hours								
		Principal	Project	Engineer IV	Engineer II	Design	Chief Structural	Structural	Total Hours	% of Hou
		Finicipai	Manager	Engineeriv	Engineerin	Technician	Engineer	Engineer IV		
sk No.	Task									ļ
	Data Collection and Early Coordination									40.000
	Obtain and Review Record Data	4	2	2	2				6	18.2%
В. С.	Initial (Kick-Off) Meeting with the Village and IDOT Preliminary Utility Company Coordination	1	1	3	2				5	15.2% 12.1%
U.	Topographic Survey and Geotechnical Studies		1	1	2		2	2	4	21.2%
F.	Field Review of Survey		3	3	3		1	1	11	33.3%
<u> </u>	Sub-total Item 1	1	8	10	8	0	3	3	33	100.0%
			1							
	Preliminary (65%) Engineering		-	-		-				L
	Plan Base Sheet Preparation		2	2	4	8			16	9.4%
В.	Design Criteria & Preliminary Design Studies	4	2	8	12	8	0	0.1	30	17.6%
C.	Box Culvert Extension and Drainage Design	1	3	12	32	16	8	24	96	56.5%
D.	Review and Confirm Project Right-of-Way Requirements Sub-total Item 2	1	2	6 28	10 58	6 38	2	2 26	28	16.5%
		•	<b>v</b>	20			10	20	110	100.07
	Pre-Final (90%) Plans, Special Provisions and Estimates									
Α.	Pre-Final Plans			4	0				-	4.00
ŀ	Cover Sheet and Index of Sheets (1 sheet)			1	3				4	1.3% 1.3%
ŀ	General Notes (1 sheet) Summary of Quantities (1 sheets)			1 2	3	4			8	2.5%
ŀ	Erosion Control and Landscaping (1"=20')(2 sheets)		2	4	4	6			16	2.5%
F	Path Plan and Profile (1"=20') (4 sheets)		2	10	16	8			36	11.49
ŀ	Culvert/Retaining Wall GP&E, Structural Details, and Railings (6 Sheets)		4	10	24	12	12	48	112	35.6%
F	Cross Sections (1"=10'H: 1"=5'V) (7 sheets)		2	6	16	8	12	40	32	10.2%
ŀ	ADA/PROWAG Ramp and Driveway Construction Details (2 sheets)		1	3	8	12			24	7.6%
ŀ	Village and IDOT Construction Details (4 sheets)		1	2	2	1			6	1.9%
в	Pre-Final Special Provisions	1	1	6	6		1	2	17	5.4%
	Pre-Final Quantity Calculations	1	3	8	8	8	2	4	34	10.8%
	Pre-Final Estimate of Cost and Construction Time		1	2	1				4	1.3%
	Pre-Final QA/QC Review	2	3	_			1		6	1.9%
F. [	Pre-Final Project Review Meeting with Village	1	2	3					6	1.9%
	Pre-Final Project Review Meeting with IDOT (if necessary, for project coordination only)	1	2	3					6	1.9%
	Subtotal Item 3	6	24	63	93	59	16	54	315	100.0%
4	Final (100%) Plans, Special Provisions and Estimates		1	1					Ī	
	Final Plans	2	4	6	12	12	2	8	46	63.9%
	Final Special Provisions	_	2	2	2		_	Ŭ	6	8.3%
	Final Quantity Calculations	1	1	2	2	2	1	2	11	15.3%
	Final Estimate of Cost and Construction Time		1	1	1		1	1	5	6.9%
	Final QA/QC Review	1	2				1		4	5.6%
	Sub-total Item 4	4	10	11	17	14	5	11	72	100.0%
-	Desired Administration Oceandination and Dennits									
-	Project Administration, Coordination and Permits Project Administration	2	14				2		18	6.9%
В.	Project Submittals	2	4	4	4	6	2	4	26	9.9%
	Utility Company Coordination	L	2	4	6	0	2		12	4.6%
	ICC Petition, Metra Railroad Agreements, Permitting, and Report Documentation			-7	<u> </u>					<i>7</i>
	Petition Filing (by Village) - Expert Testimony and Assistance	4	8			1			12	4.6%
ŀ	Metra Railroad Agreements (by Village) - Exhibits, Documents, and Assistance	2	8	6	4	4			24	9.2%
F	ICC / Metra Permitting and Appprovals - Right-of-Entry, Insurance, Licensure	1	1	4	2				8	3.1%
F	Railroad Crossing Report and Documentation	2	4	8	4	6	1		24	9.2%
Ε.	Special Waste and CCDD Testing		2	6					8	3.1%
F.	DuPage County Stormwater Permitting and Documentation	2	16	24	32	14			88	33.6%
G.	Illinois Department of Natural Resources Permit		1	2	1				4	1.5%
	United States Army Corps of Engineers		4	8	8	4			24	9.29
I. [	Bidding Assistance		4	4					8	3.1%
J.	Pre-Construction Meeting Attendance	3	3						6	2.3%
	Sub-total Item 5	18	71	70	61	34	4	4	262	100.0%
	Total Hours:	30	122	182	237	145	38	98	852	1

#### Village of Bensenville

#### DIRECT COSTS AND SUBCONSULTANT SERVICES

DIRECT COSTS AND SUBCONSULTAN	JERVICES	
DIRECT COSTS		
ITEM 1 - Printing		
Pre-Final Plans		
Village 1 set X 28 sheets/set X \$0.60/sheet (Full size)		\$16.80
Village 3 sets X 28 sheets/set X \$0.15/sheet (Half size)		\$12.60
ICC/Railroad 2 sets X 28 sheets/set X \$0.15/sheet (Half size)		\$8.40
Utility Co's 12 sets X 28 sheets/set X \$0.60/sheet (Full size)		\$201.60
Pre-Final Specification Books		
Village 3 books X \$25/book		\$75.00
IDOT 4 books X \$25/book		\$100.00
Final Plans		
Village 1 set X 28 sheets/set X \$0.60/sheet (Full size)		\$16.80
Village 3 sets X 28 sheets/set X \$0.15/sheet (Half size)		\$12.60
ICC/Railroad 2 sets X 28 sheets/set X \$0.15/sheet (Half size)		\$8.40
Utility Co's 12 sets X 28 sheets/set X \$0.60/sheet (Full size)		\$201.60
Final Specification Books		
Village 2 books X \$25/book		\$50.00
ICC/Railroad 2 books X \$25/book		\$50.00
	Total Item 1	\$753.80
ITEM 2 - Shipping		
10 overnight shipping items X \$15/each		
	Total Item 2	\$150.00
ITEM 3 - Vehicle Expense		
Mileage		
	Total Item 3	\$150.00
ITEM 4 - Plat of Highways (Compass Surveying)		
Land Surveying Services (See attached Proposal)		
	Total Item 4	\$14,000.00
ITEM 5 - Appraisals/Review Appraisals (Civiltech - D. White, T	. Engineering - K. T	
Appraisals - 6 Parcels @ \$2,800/parcel		\$16,800.00
Review Appraisals - 6 Parcels @ \$800/parcel		\$4,800.00
	Total Item 5	\$21,600.00
ITEM 6 - Negotiations (Santacruz Associates)		
Negotiations - 6 Parcels (See attached Proposal)		
	Total Item 6	\$18,400.00
ITEM 7 - Special Waste and CCDD Testing (True North Consul	lting)	
Environmental Science Services (See attached Proposal)		** *** **
	Total Item 7	\$6,225.00
ITEM 8 -Wetlands (Stuedemann Environmental Consultants)		
Wetland Sciences (See attached Proposal)	Tatal Harry O	<b>\$0,407,00</b>
	Total Item 8	\$6,107.00
ITEM 9 - DuPage County Stormwater Permitting and Documen		
Permitting Fees and Mitigation Credits - application/ floodplain/ w		-
	Total Item 9	\$2,500.00
ITEM 10 - Geotechnical Studies (Midland Standard Engineerin	g and Testing)	
Soils Investigation (See attached Proposal)	Total Ham 10	AF 000 00
Tabl Direct Ocoles	Total Item 10	\$5,260.00
Total Direct Costs:		\$75,145.80



# **Subconsultant Qualifications**

Surveying | Mapping | Scanning



January 30, 2017

Via e-mail: <u>RMagner@civiltechinc.com</u>

Mr. Reid Magner, P.E. CIVILTECH ENGINEERING, INC. Two Pierce Place, Suite 1400 Itasca, IL 60143

> RE: Proposal for Plat of Highways Church Road – Grove to Irving Park – Bensenville, Illinois Compass Proposal Number: 17-080

> > Parcels to be included:

- 1. Fee Simple NW corner of Grove and Church (Sta. 100+00)
- 2. Fee Simple SW corner of Green and Church (Sta. 107+00)
- 3. Fee Simple with TE NW corner of Green and Church (Sta. 109+00)
- 4. PE across the railroad Existing roadway and pedestrian improvements (Sta. 110+00)
- 5. Fee Simple with TE NW corner Metra and Church (across from Main St through Huffman Park) (Sta. 111+00 117+00) (likely to be donated by the Village of Bensenville)
- 6. Fee Simple with TE SW corner of Irving Park and Church (Sta. 119+00)

Dear Reid:

Thank you for the opportunity to provide this proposal. For a fee of \$11,000.00, Compass Surveying Ltd will prepare a Plat of Highways for the property referenced. This fee will include the following:

- Field reconnaissance and survey work to locate existing monumentation.
- Analysis and boundary calculations.
- Preparation of the Plat of Highways in accordance with IDOT requirements.
- Preparation of legal description for dedicated areas and easements as required.
- Monumentation of areas as required.

#### Option – Ordering Title

Compass Surveying Ltd will contract with Wheatland Title Company to obtain a title commitment.

#### Budget \$500.00 per parcel x 6 Parcels = \$3,000.00

At this time, we can provide preliminary review copies within approximately 4 - 5 weeks of authorization to proceed, weather permitting. Please note that all copies, all delivery charges, and research documents are reimbursable to the project. Also, additional work generated from client(s), attorney(s) or governmental comments will be charged at regular hourly rates. Survey fees are payable within 30 days, subject to a service charge of 1-1/2% per month on unpaid balances.

#### MEASURING THE WORLD AROUND US SINCE 1983

To indicate your authorization of this proposal, please sign the acceptance block below and return, via email <u>admin@clsurveying.com</u> or via fax, to 630-820-7030. This proposal is valid for 45 days.

Yours truly,

Scott C. Krebs, PLS Vice President

SCK/mdr Attachment(S)

🗌 Plat o	f Highways	Title commitment	
Accepted By:			
Date:			
Invoice To:			

Surveying | Mapping | Scanning



# 2017 BILLING RATES

<u>Description</u> Principal (Deposition / Expert Testimony) Principal		<u>Hourly Rate</u> \$250.00 \$150.00				
Professional Land Surveyor (Deposition / Expension Professional Land Surveyor	rt Testimony)	\$200.00 \$125.00				
Survey Project Manager		\$120.00				
Office Surveyor I		\$100.00				
Office Surveyor II		\$80.00				
1 Person Survey Crew <sup>*</sup> (Includes Robotic Total Station of Overtime includes Monday – Friday aft	-	\$130.00 \$165.00				
2 Person Survey Crew <sup>*</sup> (Includes Robotic Total Station of Overtime includes Monday – Friday aft		\$180.00 \$195.00				
<b>3 Person Survey Crew</b> * (Includes Robotic Total Station of	or GPS receivers)	\$225.00				
3D Scanning <sup>*</sup> (Includes Scanner, operator, vehicle, all equip Note: Hourly rate for scanning beyond		Half Day (4 hours) \$1,250.00 Full Day (8 hours) \$2,000.00 \$250.00				
Visualization Modeling		\$120.00				
CAD Technician		\$100.00				
Secretarial Services (typing of legal descriptions, reports,	\$ 65.00					
Reimbursable Expenses:						
Overnight Delivery (Local) Overnight Delivery (National) Black/White copies 11″x17″ Black/White copies 24″x36″	\$20.00/Package Varies by location \$3.50/sheet \$4.00/sheet					

#### \*Charged Portal – To – Portal

#### FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE

MEASURING THE WORLD AROUND SINCE 1983

## **COMPASS SURVEYING LTD**

#### **GENERAL CONDITIONS (Rev. 09/25/07)**

Item 1. <u>Client Responsibilities</u>. Client shall, so as not to delay the services of Compass Surveying Ltd. (CS) (1) designate in writing a person to act as Client's representative who shall have complete authority to transmit instructions and receive information with respect to CS's services; (2) provide all criteria and full information as to Client's requirements for the project; (3) place at CS's disposal all available information pertinent to the project including title and/or background information, CS will not be required to perform an independent search for easements, encumbrances, title evidence and/or ownership data, as CS will rely upon the materials and representations that Client supplies to CS; and (4) give prompt written notice to CS whenever Client observes or otherwise becomes aware of any development that affects the scope of timing of or affects CS's services, or any defect or nonconformance in the work of any contractor. CS shall be entitled to rely upon the information and instructions provided by Client and Client's representative. Unless specifically provided otherwise in the scope of services, Client shall give CS authorization to proceed for each phase of services and for each Additional Service prior to CS commencing work. Authorization shall be provided in writing.

The Client will provide access to the work site. In the event the work site is not owned by the Client, Client represents to CS that all necessary permissions for CS to enter the site and conduct the work have been obtained. While CS shall exercise reasonable care to minimize damage to the property, the Client understands that some damage may occur during the normal course of the work, that CS has not included in its fee the cost of restoration of damage, and that the Client will pay for such restoration costs.

Item 2. <u>Scope of Work</u>. CS shall perform services in accordance with an "Agreement" made with the "Client". The Agreement consists of CS's proposal, Standard Fee Schedule, and these General Conditions. The "Client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, Client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the Client. The acceptance of CS's proposal signifies the acceptance of the terms of this Agreement. The fees for services rendered will be billed in accordance with the accompanying Standard Fee Schedule. Unit rates for services not covered in the fee schedule or elsewhere in the Agreement can be provided. The standard prices proposed for the work are predicated upon the Client's acceptance of the conditions and allocations of risks and obligations described in the Agreement. The Client shall impart the terms of this Agreement to any third party to whom the Client releases any part of CS's work. CS shall have no obligations to any party other than those expressed in this Agreement.

Item 3. <u>Modifications</u>. This Agreement and all its attachments represent the entire understanding between the parties, and neither the Client nor CS may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or Agreements, and any provisions expressed or implied in requests for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral. If specific periods of time for rendering services set forth in the scope of services are exceeded through no fault of CS, or if Client has requested significant modifications, altered project scheduling or creates changes in the general scope, extent or character of the project, or is not able to provide all necessary title and related documents at commencement, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The scope of services may be revised or modified for any reason upon Agreement of Client and CS. In each case, the scope of services will be modified in a manner mutually acceptable to Client and CS, and the fee schedule will be equitably adjusted to accommodate the changes. Any change to the scope of services or the fee schedule will be documented in writing.

Item 4. <u>Standard of Care</u>. CS will perform the services under this Agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended.

Item 5. <u>Confidentiality</u>. CS shall hold confidential the business and technical information obtained or generated in performance of services under this Agreement and identified in writing by the Client as "confidential". CS shall not disclose such "confidential" information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of CS against claims or liabilities arising from performance of its services.

Item 6. <u>Termination of Contract</u> Client may terminate this Agreement with seven days' prior notice to Surveyor for convenience or cause. CS may terminate this Agreement for cause with seven days' prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CS has been paid in full all amounts due for services, expenses and other related charges.

Item 7. <u>Utilities</u>. In the performance of its work, CS will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the Client. The Client agrees to hold CS harmless and indemnify CS from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by CS for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to CS or otherwise disclosed by the Client or utility locator service.

Item 8. <u>Hazardous Materials and Conditions</u>. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client, or other involved or contacted parties, to advise CS of any known or suspected undocumented fills hazardous materials, by-products, or constituents, and any known environmental, hydrologic, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by CS employees or subcontractors or which in any other way may be pertinent to CS's proposed services.

Item 9. Insurance and Indemnity. CS represents that it maintains general liability and property damage coverage considered adequate and comparable with coverage maintained by other similar firms, and that CS's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the Client upon request. CS shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions. CS agrees to indemnify the Client from and save Client harmless against any loss, damage, or liability stemming from acts of negligence by CS. The Client agrees to hold CS, its officers, directors, agents, and employees, harmless from any claims, suits, or liability including but not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to CS's work.

Item 10. <u>Ownership and Copyright</u>. All calculations, computations, work points, field control, files and notes are and shall remain the copyrighted property of CS. All documents prepared or furnished by CS pursuant to this Agreement are instruments of CS's professional service, and CS shall retain an ownership and property interest therein, including all copyrights. CS grants Client a license to use instruments of CS's professional service for the purpose of selling, purchasing or identifying property or constructing the project. Reuse or modification of any such documents by Client, without CS's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CS harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

Item 11. <u>Use of Electronic Media.</u> Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by CS. Files in electronic formats, or other types of information furnished by CS to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CS makes no representations as to long-term compatibility, usability, or document s resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CS at the beginning of this project.

Item 12. <u>Payment</u>. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. THE FEES QUOTED ARE BASED UPON AN EXPECTED TIMELY PAYMENT. Late payment charges of 1.5% per month will be added to delinquent charges. If Client objects to any invoice submitted by CS, Client shall notify CS in writing, within 15 business days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable to you. We reserve the right to stop work on the project if our invoices are overdue by more than thirty (30) days. We shall not be liable for damages arising our of any such stop of work, nor deemed to be in default of this Agreement as a result thereof. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection related costs that CS incurs, including attorney fees. Administration fees will be charged for modified invoicing formats or specific procedures required by Client in order to obtain payment. Client shall be further obligated to pay CS's cost of collection, including, but not limited to, court costs and attorney's fees, in the event of default in payment under this paragraph. This Agreement is entered into the Kane County, Illinois and the Laws of Illinois are to apply to the Agreement. If legal action is required by CS, to collect fees or expenses advanced or to resolve any dispute, then the parties agree that Kane County shall be the proper venue for that legal action. In the event of termination of services prior to completion, Client shall compensate CS for all services performed to and for such termination.

CS Initials: <u>SCK</u>

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

Client Initials:



Mr. Reid Magner Civiltech Engineering, Inc. Two Pierce Place, Suite 1400 Itasca, Illinois 6+0143

Subject:

Proposal for Review Appraisal Services

Dear Mr. Magner:

We have experience in working for governmental agencies and participation in eminent domain proceedings: appraisal reviews, depositions, court testimony etc.; and have the ability to work closely with attorneys. We have familiarity with the area, development patterns, and trends. Also we have the ability to work concurrently on numerous projects.

We propose to review appraisal reports on the subject project at \$800 per parcel with the client being Civiltech Engineering, Inc. The appraisal reviews will be completed within two weeks after receiving the subject appraisal reports.

Respectfully submitted,

la

Keith T. Tadrowski President

# PROPOSAL FOR LAND ACQUISITION SERVICES

## **Village of Bensenville**

**Civiltech Engineering, Inc.** 



# Church Road Bike Path Grove Avenue to Irving Park Road



310 Happ Road · Suite 206 · Northfield, IL 60093 www.santacruz-associates.com

Contact: J. Steve Santacruz 847-868-9620 jsteve@santacruz-associates.com

# 1

# **EXECUTIVE SUMMARY**

Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the **Village of Bensenville**, the Local Public Agency ("LPA") the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

- > Deliver the right of way on-time to meet the letting
- Manage the acquisition risks, including the cost of condemnation litigation
- Compliance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), IDOT land acquisition policies and procedures and FWHA policies.

CRITICAL ISSUE 1: DELIVER THE RIGHT-OF-WAY ON-TIME TO MEET LETTING

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to the LPA. We also know that keeping the land acquisition on-time and within budget is a measurement of success for the LPA. When a project does not meet its letting schedule, we know it can impact the budget for the LPA, causing scheduling conflicts with potential contractors and also affect other economic factors which govern the delivery of the overall roadway improvement program for the LPA.

Santacruz Land Acquisitions is an industry leading right of way professional organization with years of experience working on land acquisition projects with the understanding of what needs to be done to complete an acquisition on time.

Santacruz Land Acquisitions will work with the staff for the LPA and/or **Civiltech Engineering, Inc.**, Engineer for the LPA, ("Consultant") to develop a land acquisition plan for the reconstruction of the **Church Road from Grove Avenue to Irving Park Road** (the "Project") to assure that the goals are met. With years of right of way acquisition work, we have a large database of real estate representatives for corporate acquisitions to cut down the time spent in the initial steps of locating the real estate representative for each property.

These efficiencies lead to ways in which we minimize our time with an acquisition and translate to your project staying on schedule.

CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS

Equally important as the scheduled letting is the acquisition budget for the Project. Cost overruns can jeopardize a project from moving forward. Because real estate costs can represent a significant portion of the budget for a transportation project, we will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with the LPA to minimize the condemnation referrals that impact the budget for this Project. By the same token, we will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation.

Through experience, we know that a portion of the parcels will need to be acquired through condemnation. As such, your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for condemnation. We possess that knowledge and have experience providing "expert witness" testimony in these matters.

Santacruz Land Acquisitions is made up skilled right of way professionals with a vast background in real estate and civil engineering with respect to transportation projects which gives us the ability to recognize issues and resolve them <u>before</u> they create delays.

# CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS

All land acquisition services must be performed in accordance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act). In addition, we are familiar with IDOT's land acquisition guidelines, policies and procedures.

#### WHY SANTACRUZ LAND ACQUISITIONS?

As you review our proposal, you will see that Santacruz Land Acquisitions has the versatility, experience and qualifications to deliver the land acquisition needs for your project. What sets us apart is:

- Years of successful on-time delivery of right of way land acquisition services to various other agencies
- Diverse set of real estate acquisition disciplines including backgrounds in law and civil engineering
- Title review experience, including familiarity with all types of recorded documents affecting real estate and knowledge on how to the clear title
- Experience in reviewing plats and legal descriptions, as well as an ability to review and understand roadway construction plans
- Expertise with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), Illinois Eminent Domain Act (735 ILCS 30), IDOT Land Acquisition Guidelines.
- Familiarity with IDOT policies and procedures related to land acquisition and appraisals.

We provide extensive experience complying with federal and state laws and maximizing the team's knowledge of the land acquisition policies of IDOT.

# ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION

Santacruz Land Acquisitions is a BEP with Central Management Services, a DBE with IDOT and an MBE with Cook County and the City of Chicago.

#### SUMMARY

With a long history of successful delivery of a variety of right of way projects on-time, within budget and to our client's satisfaction, we look forward to the opportunity to assist the LPA with its land acquisition needs

### COMPENSATION

Santacruz Associates Ltd. d/b/a Santacruz Land Acquisitions shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **six (6)** projected parcels of right-of-way, is as follows:

#### **NEGOTIATIONS:**

#### \$14,400.00.

As directed, Santacruz Land Acquisitions shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz Land Acquisitions shall include \$500.00 per parcel for these charges. Santacruz Land Acquisitions shall pay any such fees and charges in excess of the \$500.00 per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Santacruz Land Acquisitions will attend and/or participate in up to **four (4)** hours of meetings and conference calls for consultations on the project. This will include, without limitation, kick-off

meetings, planning discussions, project strategy development and review of parcels with acquisition challenges.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of **\$18,400.00** as follows:

Land Acquisition Services	\$14,400.00
Consultation/Meeting Services	\$1,000.00
Direct Billable Expenses	\$3,000.00



# 2

# **TECHNICAL APPROACH**

Santacruz Land Acquisitions shall perform all necessary services in the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed at the direction of the LPA and Consultant in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) ("Eminent Domain Act") and the Illinois Code of Civil Procedure ("Code of Civil Procedure").

Santacruz Land Acquisitions will review the highway construction plans with the LPA and/or the Consultant to understand the nature and purpose of the project.

Santacruz Land Acquisitions agrees to perform the services as set forth herein as well as furnish and deliver to the LPA the final reports accompanied by all necessary documents needed for recordation and/or necessary for eminent domain proceedings. The process described in this section has been the roadmap to many successful right of way projects for Santacruz Land Acquisitions helping us help you keep your projects on-time and within budget.

## LAND ACQUISITION CRITICAL PATH STEPS -"OUR ROAD MAP"

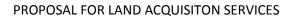
#### Task 1: Notice to Proceed

Our services start within one week (or sooner, if requested) of an authorization to proceed from the LPA.

#### Task 2: Kick-off Meeting

Santacruz Land Acquisitions will meet with the LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.

Santacruz Lar Acquisitions



#### Task 3: Delivery and Review of Project Information

The LPA or Consultant will provide Santacruz Land Acquisitions with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, the LPA or Consultant will also provide us with a set of project plans, including (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings, and (iv) cross sections.

#### Task 4: Negotiation and Acquisition

All negotiations and acquisition services shall be provided by Santacruz Land Acquisitions after approval by the LPA of the amount of just compensation to be offered to the property owner.

The Negotiator will not have any authority to determine administrative settlements. The Negotiator will consult with the LPA for approval of any counter offers and upon acceptance by the LPA of any such counter offer, Santacruz Land Acquisitions will prepare the necessary documentation for administrative settlement.

Prior to the start of negotiations, the Negotiator will review the plats of highway and appraisals for each parcel before the start of negotiations with a property owner to understand the valuation and impact to the property. Santacruz Land Acquisitions will also inspect the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for the Authority. Santacruz Land Acquisitions will direct any questions to the LPA or Consultant resulting from its review of the plans, plats, appraisals and title commitments so that Santacruz Land Acquisitions is prepared for any issues raised by the property owner during negotiations.

Before contacting the owner of a parcel, Santacruz Land Acquisitions will prepare and send the introductory letter to the property owner on the LPA's letterhead. This letter will provide a general statement of the Project, identify the property and the legal property owner, and briefly state the right of requirements necessary from the parcel. This letter shall also contain contact information for Santacruz Land Acquisitions and a representative of the LPA.

Santacruz Land Acquisitions will prepare an offer package for presentation to the owner at the first meeting. The offer package shall contain the Basis for Computing Total Approved Compensation and Offer to Purchase (in the format approved by IDOT), a copy of the plat of highway with the acquisition areas highlighted and a copy of the legal descriptions of the parcels to be acquired. If, after repeated efforts to contact the property owner to schedule a meeting to present the offer, Santacruz Land Acquisitions is unable to make contact with the property owner, or if the property owner is located out of town, or at the request of the property owner to have the offer package mailed, Santacruz Land Acquisitions will send the offer package by certified mail so that a receipt of delivery can be established.

Santacruz Land Acquisitions will personally contact the property owner a minimum of three times before making a determination that the acquisition of the parcel cannot be successfully negotiated. In most cases, Santacruz Land Acquisitions will exceed the minimum number of contacts in an attempt to make all reasonable efforts to reach а settlement before recommending that the LPA commence condemnation proceedings. All contacts and efforts to make contact with the property owner shall be documented in the negotiator's report maintained by Santacruz Land Acquisitions for each parcel.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz Land Acquisitions will immediately notify LPA or Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if



requested by LPA or Consultant, Santacruz Land Acquisitions will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz Land Acquisitions.

Upon successful negotiations with the property owner, Santacruz Land Acquisitions will prepare all necessary conveyance documents in the forms provided by and approved by IDOT in order to complete the acquisition and obtain title approval for the property. Santacruz Land Acquisitions will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

In the event that Santacruz Land Acquisitions, after having made every reasonable effort to contact and negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, Santacruz Land Acquisitions shall prepare and submit to the LPA a completed parcel file with its recommendation to acquire the parcel by means of condemnation. In addition, the file will include the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pretrial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of the LPA or its trial counsel, we shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

## PERSONNEL

The experienced and talented team of right of way professionals at Santacruz Land Acquisitions will be led by J. Steve Santacruz. Steve has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. He has also worked for numerous township and municipalities. Steve has a reputation in the right of community of being able to handle the most complex of land acquisition transactions.

The internal support team members for Santacruz Land Acquisitions include Robin Weber, a real estate paralegal with over twenty years of experience in closing residential and commercial real estate transactions, and Jonathan Abplanalp, a District 1 fee negotiator.

## PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 as Santacruz Associates Ltd. and has grown to be one of the most dependable right of way negotiation firms in IDOT's District 1. Since it opened, Santacruz Land Acquisitions has been providing comprehensive right of way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies. Having developed its own proprietary database overlay, we have developed great efficiencies that allow us to handle hundreds of parcels at one time keeping deadlines organized for each of our different clients.

We bring an array of services and broad disciplines in real estate which give us a distinct advantage in handling even the most complex of your land acquisition projects.

Santacruz Land Acquisitions has delivered real estate solutions for its public agencies balancing risk management and letting dates on some of the largest and most intricate projects in the State.

# 3 EXHIBITS

a. Pricing Schedule

## **Compensation for Services**

Negotiation Services	
Negotiation and acquisition services for Right of Way including, \$2 without limitation, documentation of conveyance of property interest	2,400.00
Witness Services	
Rate for each ½ day in pretrial conference or in court for Negotiator \$2	1,000.00
Hourly rate for consultation not otherwise specifically provided for herein	\$250.00
Title Services (if applicable)	
Later date commitment – In addition to actual recording costs + Administrative fee	\$25.00
Title insurance policies – In addition to actual recording costs + Administrative fee	\$25.00
Recording of Documents – In addition to actual recording costs + Administrative fee	\$25.00
Copies of recorded documents – In addition to actual copying costs & research fees + Administrative fee	\$25.00





I240 Iroquois Avenue Suite 206 Naperville, IL 60563 Phone: 630-717-2880 Fax: 630-689-5881

#### sbrady@consulttruenorth.com

#### CLIENT

Reid T. Magner, P.E. Civiltech Engineering, Inc. Two Pierce Place, Suite I400 Itasca, Illinois 60I43 RMagner@civiltechinc.com

# QUOTATION

DATE:	1/27/2017
Proposal #	TI7-054
Customer ID	CIVI
Valid Until:	3/13/2017

#### PROJECT

Church Road Bike Path Improvement Church Road Grove Avenue to Irving Park Road Bensenville, Illinois

DESCRIPTION	QUANTITY	UNIT	RATE	,	AMOUNT
Field Sampling Labor	8	HR	\$90.00	\$	720.00
Equipment, Supplies and Vehicle	I	DAY	\$300.00	\$	300.00
Soil Characterization Analytical					
Discrete Soil VOCs	3	EA	\$140.00	\$	420.00
Discrete Soil SVOCs	3	EA	\$225.00	\$	675.00
Discrete Soil RCRA Metals	3	EA	\$85.00	\$	255.00
Discrete Soil PCBs	2	EA	\$90.00	\$	180.00
Discrete Soil pH	3	EA	\$15.00	\$	45.00
SPLP/TCLP Metals (single metal, if necessary)	3	EA	\$85.00	\$	255.00
Soil Waste Characterization Analytical (if necessary)	I. I.	EA	\$1,500.00		TBD
Waste Profile Consulting (if necessary)	2	HR	\$125.00		TBD
PSI Report, Special Provision, LPC #663 Certification	I	LS	\$3,000.00	\$	3,000.00
Project Management, Correspondences, Consulting (es	3	HR	\$125.00	\$	375.00
Analytical Surcharge - 4 Day RUSH			25%		
Analytical Surcharge - 3 Day RUSH			50%		
Analytical Surcharge - 2 Day RUSH			75%		

Subtotal \$ 6,225.00

Comments: True North has assumed collecting one (1) soil sample from each of three soil borings that will be advanced by a drilling contractor (contracted by Civiltech or others). The provided costs assume that the soil borings intended for environmental evaluation will be advanced during a single shift. True North will screen all sampled soils with a PID to identify potential soil management issues. The selected analytical parameters are based on the Recognized Environmental Conditions identified within the Preliminary Environmental Site Assessment prepared by others for the project site. Soil waste characterization analyses will only be performed if necessary for the above referenced costs. The above analytical costs assume a standard turn-around-time of 5-7 days. The analyses can be expedited based on the above provided analytical surcharges. The above costs do not include additional delineation sampling.

TERMS AND CONDITIONS		
I. The attached terms and conditions shall apply to this scope of work.	]	
2. Payment will be due upon receipt of invoicing.		
3. Please fax, mail, or e-mail the signed price quote to the address above.	Other	\$ -
Client Acceptance (sign below):	TOTAL Due	\$ 6,225.00
x		
Print Name:		

True North appreciates the opportunity to offer this proposal for environmental consulting and testing services. If you have any questions, please contact me at 630.717.2880.

Sean Brady, P.E.

#### 1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are an integral part of the attached proposal between True North Consultants, Inc. (True North) and the Client named in the attached proposal ("Client"). Client's acceptance of the proposal includes acceptance of the Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of this proposal, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing or orally, to commence performance in accordance with the proposal and the Terms.

#### 2.0 WARRANTY

The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on information available to True North. True North is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Client acknowledges that whenever a Project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the services are performed with skill and care. True North shall perform the services consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the services are performed. No other warranty, expressed or implied, is made.

#### 3.0 SUBCONTRACTED AND OTHER SERVICES

- 3.1 True North will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The contractor's invoices shall be billed in accordance with our proposal. Nothing in this paragraph shall require that services or equipment be obtained through competitive bidding or be available from multiple sources.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in accordance with our proposal.

#### 4.0 SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel for True North to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy.

#### 5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four weeks for services performed during the previous four weeks. Payment shall be due within 30 days of invoice date. If Client objects to all or any portion of any invoice, Client will so notify True North in writing within fourteen (14)

### SCHEDULE OF TERMS & CONDITIONS

calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Invoices are delinguent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1-1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend this Agreement, without incurring liability to Client, after giving seven (7) days written notice to Client.

#### 6.0 DOCUMENTS AND ELECTRONIC FILES

- 6.1 Written Documents: Any letters, reports, or documents prepared by us for Client, are the instruments of our consulting and engineering services. These services provided by us are solely for Client's use for the project and site described in our proposal. Any documents prepared by us for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. The Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss allegedly arising from any third-party reliance on True North's instruments of service without True North's specific authorization to do so.
- 6.2 Electronic Files: The Client hereby grants permission for True North to use information and data provided by the Client, including electronic records produced or provided by the Client in the completion of the project. The Client also grants permission to True North to release True North documents electronically to Consultants, Contractors, and Vendors as required in the execution of the project.

#### 7.0 INSURANCE

True North maintains Workmen's Compensation Insurance as required by State law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. True North will furnish certificates of such insurance upon request. In the event the Client desires additional coverage of this type, True North will, upon the Client's written request, obtain additional insurance (if possible) at the Client's expense. Our liability to the Client for bodily injury or property damage arising out of work performed for the Client for which legal liability may be found to rest upon us, other than for professional errors or omissions, shall be limited to our General Liability Insurance coverage.

#### 8.0 ALLOCATION OF RISK

8.1 Limitation of Liability: Client agrees to limit True North's liability to Client, and to any other person or entity, for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this Agreement whether such claim sounds in negligence, breach of contract, strict liability, or other legal theory, except for willful misconduct or gross negligence and including any legal fees or costs awarded under this Agreement, to an aggregate limit of the amount of fees paid to True North under this Agreement, or \$50,000, whichever is greater. If Client prefers not to limit our professional liability to this sum, we shall waive this limitation upon Client's written request, provided that Client agrees to pay for this waiver at a negotiated fee. Client's request for this option must be made at the time Client accepts our proposal. In the event Client makes a claim

against us for any act arising out of the performance of our professional services, and fails to prove such claim, then Client agrees to pay all legal and other costs incurred by us in defense of such claim.

- 8.2 Waiver of Consequential Damages: True North and Client agree to waive any claim against each other for consequential damages.
- 8.3 Indemnification: True North shall indemnify and hold harmless Client from and against any and all claims, damages, or liability arising from the negligent performance of services under this Agreement by True North, including injuries to employees of True North. Client shall defend, indemnify, and hold harmless True North from and against any and all claims, damages, or liability arising from or related to Hazardous Materials existing at the Project Site prior to the commencement of True North's services under this Agreement, unless caused by the sole negligence or willful misconduct of True North.
- 8.4 Continuing Agreement: The obligations of this section shall survive notwithstanding termination of this agreement. In the event that Client requests that True North provide additional services, Client's obligations under this section shall apply to such additional services as if such additional services had to be performed as part of this Agreement.

#### 9.0 CHANGES

- 9.1 Unforeseen Site Conditions: Client reserves the right to make reasonable changes in the work to be performed after acceptance of this Agreement. Client understands that unforeseen site conditions may require changes in the Scope of Work to be performed.
- 9.2 Unauthorized Changes: If changes are made in True North's work products by Client or persons other than True North, and these changes affect our work, any and all liability against True North arising out of such changes is waived and Client assumes full responsibility for such changes unless Client has given us prior notice and have received from us written consent for such changes.
- 9.3 Client Requested Changes: Upon receipt of a change requested by Client, True North will obtain price quotations from our subcontractors and shall provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. Client shall authorize the requested change by amending the contract price and contract time.

#### 10.0 NOTIFICATION OF HAZARDS

It is Client's duty to notify True North of any information Client has with respect to the existence or suspected existence of Biological Pollutants, Hazardous Materials, oil, or asbestos in the environment, including but not limited to the air, soil, and water at the site. Client will advise True North immediately of any information which Client receives regarding the existence of any such Hazardous Materials or conditions at the site which might present a threat to human health and safety or the environment or impact True North's work products.

#### 11.0 BIOLOGICAL POLLUTANTS

True North's scope of work, unless specifically outlined in our written scope of services, does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that True North will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants, in or around any structure. In addition, Client will defend, indemnify, and hold harmless Consultant from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to Biological Pollutants in or around any structure, except for damages arising from or caused by True North's sole negligence.

#### 12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North does not assume, by virtue of performing work on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, we do not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding the proposal, our services or the report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, Client understands that we will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

#### 13.0 RCRA COMPLIANCE

Nothing contained in this Agreement shall be construed or interpreted as requiring True North to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar Federal, State, or local regulation or law.

#### 14.0 DELAYS

Delays not the fault of True North or contractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total project cost shall be equitably adjusted by the amount of such additional costs.

#### 15.0 DISPUTE RESOLUTIONS

Any claims or disputes between the Client and True North arising out of the services provided by True North or out of this Agreement shall be submitted to non-binding mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The Client and True North agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance.

#### 16.0 MISCELLANEOUS

- 16.1 Controlling Law: The law of the State of Illinois will govern the validity of these Terms, their interpretation and performance, as well as the contract entered into between the parties to which these Terms relate. If any part of this Agreement shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect as a separate contract and shall in no way be affected, impaired, or invalidated.
- 16.2 Severability/Integration/Modification: This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this Agreement. This Agreement may not be modified or altered, except by an Agreement in writing and signed by authorized representatives of both parties hereto, which specifically refers to this Agreement.
- 16.3 Waste Manifests: If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.

#### END OF TERMS AND CONDITIONS

REVISED: January 19, 2015



January 26, 2017

Mr. Reid T. Magner, P.E. Project Manager Civiltech Engineering, Inc. Two Pierce Place, Suite 1400 Itasca, IL 60143

#### SUBJECT: Proposal to Provide Phase II Wetland Science Services Church Road Bike Path, Grove Avenue to Irving Park Road Bensenville, DuPage County, Illinois

Dear Mr. Magner:

Stuedemann Environmental Consulting, LLC (SEC) is pleased to present Civiltech Engineering, Inc. (Civiltech) with this proposal to provide wetland science services for the Village of Bensenville's (Bensenville) Phase II design of the Church Road Bike Path, Grove Avenue to Irving Park Road project (Church Road Bike Path – Phase II Project), located in Bensenville, DuPage County, Illinois. Services presented herein coincide with the Church Road Bike Path engineering services provided by Civiltech to Bensenville and include wetland science related permitting services. SEC presents this proposal in the following sections: project understanding, scope of work, project team, project schedule, project costs, and proposal acceptance.

#### **PROJECT UNDERSTANDING**

SEC understands that Civiltech has been solicited by Bensenville to submit a proposal for Phase II engineering services for design of a bike path on the west side of Church Road between Grove Avenue and Irving Park Road. Civiltech has solicited SEC to perform wetland science services for the Church Road Bike Path – Phase II Project, necessary for: compliance with biological and wetland clearances from the Illinois Department of Transportation (IDOT); regulatory permitting with DuPage County Stormwater Management, Department of Economic Development, Division of Environmental Concerns (DEC); and regulatory permitting with the U.S. Army Corps of Engineers (USACE) Chicago District. To comply with and obtain permits, SEC's proposed scope of work is to coordinate and prepare the applicable wetland related documentation for permit submittals to DEC, IDOT, and the USACE.

On October 16, 2015, Civiltech provided SEC with the following Church Road Bike Path project documents for the Phase I portion of the project: Exhibit A-1 Location Map; Exhibit A-4 Flood Insurance Rate Map; and Exhibits B-1 and B-2 Plan and Profile. The Project Corridor consists of the limits presented on these exhibits, plus an additional 100 feet beyond these limits per requirements of the April 23, 2013, edition of the DuPage County Countywide Stormwater and Flood Plain Ordinance (Ordinance). SEC understands that this Project Corridor consists of residential, recreational, commercial, railway, and

riverine areas. On June 22, 2016, SEC completed the Wetland Delineation Report for the Church Road Bike Path Project.

In preparing this proposal, SEC has made the following assumptions:

- All coordination, documents, and correspondence from the Church Road Bike Path Phase I Study will be available for use by SEC in the Church Road Bike Path – Phase II Project wetland submittals;
- 2. Bensenville is a Partial Waiver Community and all wetland related permitting coordination will occur directly with DEC and the USACE;
- 3. Permit submittals are not included in this scope of work and will be conducted by Civiltech;
- 4. DuPage County Critical Wetlands, high-quality aquatic resources (HQAR), and federal or state listed endangered and threatened species habitats, are not located within, adjoining, or adjacent to the Project Corridor;
- 5. Fees associated with wetland mitigation banking or fee-in-lieu are not included in this proposal and are the responsibility of Bensenville and Civiltech;
- 6. Wetland mitigation design is not included in this proposal;
- 7. Preliminary Site Investigation (PSI) services are not included in this proposal; and
- 8. There are no additional environmental concerns within the Project Corridor that are not referenced in this proposal that would impede the DEC, IDOT, and USACE coordination and permitting process, such as the presence of state and federal endangered and threatened species, protected historical and cultural sites, and environmental due diligence.

#### SCOPE OF WORK

SEC proposes to complete the requested services in one task as follows:

#### Task 1: Phase II DEC and USACE Permit Coordination

SEC proposes to prepare documents necessary to comply with the Wetland and Buffer Impact Submittal section of the Ordinance, the USACE Joint Application, and the USACE Chicago District Regional Permit Program (RPP). SEC proposes to utilize all coordination, documents, and correspondence from the Church Road Bike Path - Phase I Study for the Bensenville, DEC, and USACE permit submittals. Documents necessary for the Phase II Wetland and Buffer Impact submittals include: a Wetland Buffer Memorandum; a Wildlife Habitat Assessment Memorandum; a wetland and buffer submittal narrative; and the wetland and buffer checklists and tabs. These documents will be prepared and presented to Civiltech for inclusion in their permit submittals to Bensenville and DEC. SEC will also utilize these documents to coordinate, prepare, and submit to Civiltech for inclusion in the Joint Application to the USACE.

SEC proposes to schedule and attend on-site pre-application meetings as needed with Bensenville, DuPage County, the USACE, and Civiltech, to review the Wetland Delineation Report and other associated documents prepared by SEC. All permit submittals will be prepared and submitted by SEC's Professional Wetland Scientist. SEC will assist Civiltech through the wetland provisions portions of the Bensenville, DEC, and USACE permit submittals until all wetland related permits are received.



#### **PROJECT TEAM**

SEC proposes to manage this project out of our Geneva, Illinois office with a support network of scientists and engineers who have experience in conducting environmental science services in DuPage County. Mr. Barry Stuedemann, P.E., P.W.S. will serve as the Project Manager and Professional Wetland Scientist.

#### **PROJECT SCHEDULE**

SEC will proceed with the scope of work presented in this proposal immediately upon authorization from Civiltech. Specific schedules are unknown at this time and will be coordinated with Civiltech throughout the duration of the Church Road Bike Path – Phase II Project. The schedule to complete each task is influenced by the responses, concerns, and requests of Civiltech and the pertaining agencies.

#### **PROJECT COSTS**

SEC estimates the cost to complete tasks outlined in this proposal to be a maximum "not-to-exceed" fee of \$6,107. An itemization of these costs is presented in Table 1, Cost Estimate for Consulting Services.

The following is a summary of these costs:

	SCOPE OF WORK	Соѕтѕ
Task 1:	Phase II DEC and USACE Permit Coordination	\$6,107
Total:		\$6,107

#### **PROPOSAL ACCEPTANCE**

To indicate your acceptance of this proposal, please notify me by mail or e-mail. If you would like to authorize services by task, please indicate which tasks you are authorizing. SEC will assume the mail or e-mail correspondence as your signature and date for our authorization to proceed with the tasks presented in this proposal.

SEC appreciates this opportunity to provide environmental science services to Civiltech. If you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

Baun H. Stredens

Baron H. Stuedemann, P.E., P.W.S. Technical Director | Managing Member Stuedemann Environmental Consulting, LLC Mobile: 630-664-4550 E-Mail: bstuedemann@stuedenv.com



#### TABLE 1 Cost Estimate for Consulting Services

#### PHASE II WETLAND SCIENCE SERVICES CHURCH ROAD BIKE PATH, GROVE AVENUE TO IRVING PARK ROAD BENSENVILLE, DUPAGE COUNTY, IL

#### Prepared for Civiltech Engineering, Inc. Prepared by Stuedemann Environmental Consulting, LLC

#### January 26, 2017

CHURCH ROAD BIKE PATH - PHASE II WETLAND SCIENCE SERVICES TASK DESCRIPTION	Project Manager	Project Coordinator	Total Hours	Direct Labor	Overhead of 150%	In-House Direct Costs	Fixed Fee	Other Direct Costs	Not-to- Exceed Costs
	\$64.00	\$24.00		(DL)	OH(DL)	(IHDC)	(FF)		
Task 1: Phase II DEC and USACE Permit Coordination	30	2	32	\$1,968	\$2,952	\$414	\$773	\$0	\$6,107
TOTAL:	30	2	32	\$1,968	\$2,952	\$414	\$773	\$0	\$6,107

DL (Direct Labor) = Hours x Hourly Rate

R (Complexity Factor) = 0

OH (Overhead Rate) = 150%

IHDC (In-House Direct Costs) = See Table Below for Itemization

FF (Fixed Fee) = 14.5% [ DL + R(DL) + OH(DL) + IHDC ]

Other Direct Costs = Testing, Drilling, and Hauling are not included in these costs.

CHURCH ROAD BIKE PATH - PHASE II WETLAND SCIENCE SERVICES DIRECT COST TASK DESCRIPTION		Mileage (\$0.535/mile)		Delivery (\$25/package)		Copies (\$0.60/page)	
		\$	Packages	\$	Pages	\$	(IHDC)
Task 1: Phase II DEC and USACE Permit Coordination	120	\$64	2	\$50	500	\$300	\$414
ΤΟΤΑ	.: 120	\$64	2	\$50	500	\$300	\$414

Mileage (miles) = 60 miles Round Trip to/from Site

Delivery (packages) = UPS, FedEx, or USPS

Copies (pages) = Average Cost for Black and White, Color, 8" x 11.5", and 11" x 17"



#### www.mset.com

#### MIDLAND STANDARD ENGINEERING & TESTING, INC.

558 Plate Drive, Unit 6 East Dundee, Illinois (847) 844-1895 f(847) 844-3875

January 25, 2017

Mr. Reid Magner, P. E. **Civiltech Engineering, Inc** Two Pierce Place, Suite 1400 Itasca, Illinois 60143

Re: Proposal for Subsurface Exploration and Analysis Church Road Bike Path & Culvert Extension Grove Road to Irving Park Road Bensenville, Illinois

Dear Mr. Magner:

We are pleased to have the opportunity to submit the following proposal for performance of a soil exploration for the proposed improvements.

#### Project Description and Scope of Work

The proposed project consists of a subsurface soil investigation for the following planned design work.

Bike Path, 1980 lineal feet Culvert Extension 7 Subgrade Borings 2 Structure Borings

#### Method of Performance - Field Work

The pavement subgrade soil borings will be spaced at 300-foot intervals along the bike path and extended to a depth of five (5) feet below the ground surface.

The subsurface soil exploration for the culvert extension will be accomplished by performing soil borings to a depth of thirty (30) feet below the existing ground surface.

The soil borings will involve drilling a test hole that incorporates standard penetration testing and split-spoon sampling at 2-1/2 foot intervals. The boring will be performed in compliance with the current State of Illinois, Geotechnical Manual.

Laboratory testing will include moisture content determinations, consistency (penetrometer value), determination on cohesive soil samples and classification tests as required to identify the major soil type.

#### Midland Standard Engineering & Testing, Inc.

#### Method of Performance - Analysis and Report

We propose to mobilize a drill rig to the site after access permission, notice to proceed, layout, and utility clearance. We will provide a Field Engineer at the site during the drilling to observe the exploration, perform field tests and measurements, prepare field reports, and maintain contact with our office. In this way, the program can be adjusted as it progresses and more is known about the site. Results of our fieldwork and a preliminary analysis will be available as the work is completed. A formal report would be provided shortly thereafter.

Our testing program will include laboratory tests to determine the classification, strength, water content, and other physical properties of the soils. The results of our field exploration and lab tests will be used in the engineering analysis and the formulation of our recommendations. The results of our work will be presented in a written report, prepared by a Registered Professional Engineer. An electronic copy of the report will be provided.

#### Fees

We propose to provide this work at the unit rates quoted on the attached Schedule of Services and Fees, Attachment 1. These estimated quantities and unit rates are based on information as outlined in this proposal and experience on past projects. On the basis of the above information, we estimate that these services can be provided for a fee of: **\$ 5,260.00**. We will not exceed this amount with out prior authorization.

#### General

Our staff is acquainted with the local subsurface conditions and has participated in the planning, development and execution of numerous soil explorations in this area. We are looking forward to working with you on this project.

Respectfully Submitted, MIDLAND STANDARD ENGINEERING & TESTING, INC.

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William J. Wyzgala, P.E. Principal Engineer

WJW

Enclosure: Attachment 1 and General Conditions

#### ATTACHMENT 1 SCHEDULE OF SERVICES AND FEES

Church Road Bike Path and Culvert Extension

Bensenville, Illinois

<u>ltem</u> Field Services	Estimated Quantity	Unit Cost	Extention
Mobilization of Drilling equipment and Personnel, lump sum	1	\$400.00	\$400.00
Subgrade Probe Boring, Five-Foot Depth, with Split Spoon Samples, per foot	35	\$19.00	\$665.00
Structure Soil boring with Split spoon soil sampling , 0 to 30 feet deep, per foot	60	\$22.00	\$1,320.00
		 Field Services Total:	\$2,385.00
Laboratory Services			
Moisture Content Determinations, ea	40	\$6.00	\$240.00
Soil Classification Test, Atterberg	1	\$179.00	\$179.00
Limits & Grain Size by Hydrometer, each	T	\$179.00	\$179.00
Engineering Services for Soil Exploration Including		oratory Services Total:	\$419.00
Layout Coordination, Utility Clearance and Permits Drilling Supervision and Preparation of Soil Boring Analysis for Pavement Subgrades & Treatments Analysis and Recommendations for Structures Foundations, Materials, and Construction Procedu Report Preparation and Consultation	Logs		
Principal Engineer, per hr.	1	\$145.00	\$145.00
Geotechnical Engineer, per hr.	4	\$125.00	\$500.00
Staff Engineer, per hr.	6	\$100.00	\$600.00
Field Engineer, per hr.	12	\$95.00	\$1,140.00
Field Technician, per hr.	0	\$90.00	
Word Processing, per hr.	1	\$71.00	\$71.00
	E	ngineering Cost Total:	\$2,456.00
		PROJECT TOTAL:	\$5,260.00

## Midland Standard Engineering & Testing, Inc.

CIVIL • GEOTECHNICAL • CONSTRUCTION MATERIALS

#### ENGINEERING AND ASSOCIATED SERVICES

Fees for our services will be based upon the time worked on the project at the following rates:

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#### REIMBURSABLE EXPENSES

The following items are reimbursable to the extent of actual expenses:

- 1. Transportation, lodging, and subsistence for out of town travel
- 2. Special mailing and shipping charges.
- 3. Special materials and equipment unique to the project.
- 4. Automobile travel to projects.

#### TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, we may obtain the service of reputable subcontractors to perform such work.

#### SPECIAL RATES

Per Diem or other special rates can be established for specific projects when conditions indicate the desirability of such rates.

#### ACCESS TO SITES

Unless otherwise agreed, the Client will furnish us with right-of-access to the site in order to conduct the planned exploration. We will take responsible precautions to minimize damage to the site due to our operations, but have not included in the fee the cost of restoration of any damage resulting from the operations. If the client desires, we will restore any damage to the site and add the cost of restoration to the fee.

#### INCREASES

Fee schedule increases made by our firm on an over-all client basis will be applied to work on all projects as they become effective. At least 30 days advance notice of such increases will be given.

#### FEE AND RATE SCHEDULE GENERAL CONDITIONS

#### INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of the services. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and backup data will be provided at client's request, but each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of 1½% per month, or the maximum rate allowed by law, on past due accounts. The client's obligation to pay for the work contracted is in no way dependent upon the client's ability to obtain financing, zoning, approval of governmental or regulatory agents, or upon the client's successful completion of the project.

WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE WORK UNDER OUR AGGREEMENT UPON FAILURE OF TE CLIENT TO PAY INVOICES AS DUE.

#### INSURANCE

We maintain Workman's Compensation Insurance and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury (limit \$1,000,000. each occurrence, \$1,000,000. aggregate), and property damage (limit \$1,000,000. each occurrence, \$1,000,000. aggregate). Within the limits of said insurance, we agree to hold the client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of ourselves, our employees, agents, subcontractors and their employees and agents. If the client places greater responsibilities upon us or requires further insurance coverage, we, if specifically so directed, will take out additional insurance (if producible) to protect us, at the client's expense. But we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of our insurance.

#### LIMITATION OF PROFESSIONAL LIABILITY

The Client recognizes the inherent risks connected with construction. In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of our 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 us on account of any design defect, error, omission, or professional negligence to a sum not exceed \$50,000, or the amount of our fee, whichever is greater.

Initial\_\_\_

Municipality Village of Bensenville	L O C	Illinois Department of Transportation	C 0	Name Civiltech Engineering, Inc.
Township Addison	A L	Preliminary Engineering	N S U	Address 450 East Devon Avenue. Suite 300
County DuPage	A G E N	Services Agreement For Motor Fuel Tax Funds	L T A N	City Itasca
Section 16-00095-00-BT	C Y		Т	State IL

THIS AGREEMENT is made and entered into this day of , between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part

to financ	ce ENGINEERIN	G services	as describe	d under AGREI	EMENT PROVISIONS	S	, ,	
				Section D	escription			
Name	Church Road B	ike Path a	nd Milwauke	e District/West	Railway Crossing			
Route	2667	Length	0.40	Mi	FT	(Structure No.	)	
Termini	Grove Avenue	e [Key Rou	ute 9-3564]	to Irving Park R	oad (IL Route 19) [Key	/ Route 9-1321]		
Descript	tion							

Description:

Professional engineering services to design an 8ft shared-use path along the west side of Church Road from Grove Avenue to Irving Park Road.

Agreement Provisions

#### The Engineer Agrees,

- 1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
  - a. 🛛 Make such detailed surveys as are necessary for the preparation of detailed roadway plans
  - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
  - c. A Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
  - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
  - e. Repare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
  - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
  - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
  - h. X Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

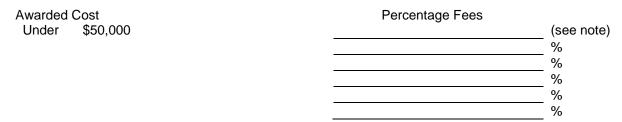
Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
- j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

#### The LA Agrees,

- 1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
  - a. A sum of money equal to \_\_\_\_\_\_ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
  - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

#### Schedule for Percentages Based on Awarded Contract Cost



Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus <u>1.67</u> percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

#### The total not-to-exceed contract amount shall be \$163,278

- 3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

- 4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus <u>1.67</u> percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
- 5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREEs, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus <u>1.67</u> percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

#### It is Mutually Agreed,

- That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
- 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
- 4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

			Village of Bensenville						
			(Village of Bensenville)						
ATTEST:			State of Illinois, acting by and through its						
Ву		President and Board of Trustees							
Ilsa Rivera-Trujillo Villa	ge Clerk	Ву							
(Seal)		Title	Village President						
Executed by the ENGINEER:			ch Engineering, Inc.						
		_							
ATTEST:									
Ву		Ву							
		-							
Title Jon R. Vana, President		Title	Jon R. Vana, President						

Approved					
D .					
Date					
Department of Transportation					

Regional Engineer



## **ATTACHMENT A**

Scope of Services, Cost Estimate of Consultant Services, Work Hours & Direct Costs

#### PROFESSIONAL DESIGN ENGINEERING SERVICES PROPOSAL PHASE II ENGINEERING

#### Church Road Bike Path and Milwaukee District/West Railway Crossing Grove Avenue to Irving Park Road

Village of Bensenville January 30, 2017

#### I. PROJECT UNDERSTANDING AND APPROACH

All work will be performed in accordance with the applicable parts of the Village of Bensenville standards and guidelines, the Illinois Department of Transportation Bureau of Local Roads and Streets (BLRS) Manual, and any applicable portions of the Bureau of Design and Environment (BDE) Manual. In addition, all permitting will follow the requirements set forth by the Milwaukee District/West Railway (Metra) and the Illinois Commerce Commission (ICC).

The Village received Transportation Alternatives Program (TAP) funding to construct an 8-foot shareduse path along the west side of Church Road from Grove Avenue to Irving Park Road. The proposed shared-use path crosses the Metra commuter railway at an at-grade crossing and while there is no safety equipment present at the crossing for pedestrians, despite the presence of sidewalks along both sides of the roadway, there are crossing arms and flashing warning signals present for the roadway atgrade crossing. The proposed project includes improvements to the railway track surface and pedestrian crossing arms to provide a safe and accessible crossing for shared-use path users and the Village is pursuing additional Local Rail / Highway Grade Crossing Safety Program funds for the construction of the at-grade pedestrian crossing.

The railroad work would include the equipment with pedestrian flashing light signals and gates, railroad pad extension and track work, and the necessary aggregate pedestrian escape areas. Any improvements to the rail crossing surface, pedestrian gates and associated construction will be performed by the railroad under agreement with the Village. The exact scope of these railroad improvements will need to be identified through further coordination with the Metra and Illinois Commerce Commission (ICC).

The Church Road Bike Path Phase I study being led by the Village of Bensenville and completed by Civiltech Engineering, Inc. It is anticipated that a public hearing could be held in Early Summer 2017, with Design Approval anticipated from IDOT and FHWA toward the Late Summer 2017. Currently the project is included for construction in the DuPage Mayor's and Manager's Council program, with this last segment of the Church Road Bike Path potentially being constructed in 2018 if the project moves forward through the Phase II engineering stage. Several key elements have already been addressed as part of the Village's current Phase I study to include Metra and ICC coordination in regard to the railroad crossing.

Since the overall Church Road project schedule remains uncertain without the ICC's formal approval and with no Metra agreements in place, the funding for the bike path construction is targeted for 2019 through the council. It may be possible to construct the crossing improvements to be compatible with the ultimate improvements along the Church Road corridor with the Village's planned resurfacing of this remaining roadway segment in 2018. The answer will come out of pending railroad and ICC coordination. It is anticipated that Village will file a petition with the ICC for the crossing. The outcome of the petition and ICC hearing process will outline the scope of work that will be completed by Metra.

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This is a critical step that should be initiated as soon as possible due to the extended time that this process may take. The railroad has already agreed in concept to the pedestrian gates which is documented through coordination letters within the Project Development Report along with other comments received about the project through the ICC.

The implementation of this pedestrian crossing will involve several critical steps. Toward this effort, the key items of design work include the following: ICC (Petitions and Approvals), Metra (Permits, Agreements, and Approvals), Railroad Construction Coordination (Railroad Pad Extensions, Flashing Signals, and Gates), Bike Path Construction Coordination (Approach Paths, Right-Of-Entry Permits, Insurance), and Village of Bensenville / IDOT Coordination.

#### II. SCOPE OF SERVICES PHASE II ENGINEERING

#### 1. Data Collection and Early Coordination

A. Obtain and Review Record Data - The Phase II Engineers will review in detail any design work completed as part of the Church Road Bike Path Phase I engineering to ensure that the design of the proposed improvements are not in conflict. We will also review any commitments made as part of the Phase I work through their initial coordination efforts with IDOT to ensure that they are followed through during our Phase II design engineering. We will obtain and review available Village data including, but not limited to, traffic data, subdivision plans and plats, existing/proposed record drawings, drainage permits and reports, geotechnical reports, right-of-way data, aerial photography and contour mapping, or other existing studies, plans, and utility atlases.

**B. Initial (Kick-Off) Meeting with the Village and IDOT** - We will hold a joint meeting with Village and IDOT to discuss the proposed improvements and any anticipated issues associated with the project and our design approach. We'll also invite IDOT's Rail Safety & Project Engineer and Senior Railroad Engineer staff to coordinate agreement processing, permitting requirements, and to outline our project schedule.

**C. Preliminary Utility Company Coordination** - We will send letters to the utility companies within the project limits requesting copies of their utility atlases. The information collected will be incorporated into the project base drawing, and used for further coordination as outlined at the pre-final P, S & E stage.

**D. Topographic Survey and Geotechnical Studies**– Obtaining a full design topographic survey along the proposed Church Road Bike Path corridor was completed by Compass as part of the Phase I engineering. However, a geotechnical investigation to include topsoil thicknesses and structural borings at the culvert extension were not completed through Phase I. This geotechnical work is to be completed by Midland Standard Engineering and Testing, we have included manhours for coordination between Civiltech and Midland Standard Engineering and Testing, and a copy of their proposal is included.

**E. Field Review of Survey** – This item includes a review of the topographic survey and performing a "plan-in-hand" field check of the project site to verify the completeness and accuracy of the survey. We will also photo document the site and prepare a detailed inventory of existing signage and any other topographic features which may impact or be impacted by the proposed design. At this time we will also establish as accurately as possible, the locations of existing private utilities in the field using a combination of the atlases obtained during our

Preliminary Utility Company Coordination and visual observation in the field.

#### 2. Preliminary Engineering

**A. Plan Base Sheet Preparation-** We will plot existing topographic aerial/survey information and develop plan base sheets at a scale of 1'' = 20' and 1''=50' for use in the development of contract plans. Any updated existing utility information that has been obtained during the data collection phase and survey phase will also be plotted on the base sheets.

**B. Design Criteria & Preliminary Design Studies** - We will review the proposed shared-use path alignment and horizontal and vertical geometrics with respect to the existing right-of-way. Additionally, preliminary cross sections and drainage requirements will be analyzed in detail by the Phase II design team.

Based on information obtained under items one through two above, we will develop relevant design criteria and standards for use in proceeding with the preliminary engineering stage of the Project. The Preliminary Engineering work will address the following:

Documentation of Existing Conditions Metra Railroad Engineering Coordination, Easement/ Right of Entry/ License Agreements Illinois Commerce Commission Petition, Reports, and Hearing IDOT Rail Safety & Project Engineering Coordination Preliminary Project Cost Estimate Preliminary Estimate of Construction Time Update Project Program Information (PPI) Form

Based on the established design criteria and standards, we anticipate the development of various design exhibits for coordination through the ICC, Metra, and IDOT and for supplementing the agreement/hearing/permitting documents to be processed through each of the respective agencies for approval.

**C.** Box Culvert Extension and Drainage Design – The Phase I study included the preparation of Existing and Proposed Drainage Plans. The Proposed Drainage Plan will be used as the starting point for the completion of the detailed drainage design.

Church Road crosses Silver Creek just north of the intersection with Main Street. A 5-foot x 10foot concrete box culvert conveys flow beneath the roadway. This waterway is identified as Waters of the U.S. (WOUS) and will require coordination with the U.S. Army Corp of Engineers. A 36" concrete pipe also outlets to this creek and is located just south of the south headwall on the west side of Church Road. The existing culvert headwall will be removed and replaced by a perpendicular retaining wall with a mounted protective railing (minimum 42" total height). A 36" concrete pipe will need to be extended and re-fitted into the proposed retaining wall. A hydraulic study was completed to determine the impacts of these proposed improvements.

Floodway and floodplain follow Silver Creek located within the project limits. There are no practical alternatives to construction in the floodplain or floodway, however, retaining walls have been utilized to reduce the amount of fill in the floodplain and floodway. We will determine the volume of fill and design the proposed grading to compensate for this filling.

The Village of Bensenville is a partial waiver community therefore any Special Management

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Areas (wetlands and floodplains) impacted by the proposed improvement will be reviewed by DuPage County. An IDNR permit submittal will be required for the Silver Creek floodway. The IDNR then has the option to defer the floodway review to the County. A USACE permit will be required and submittals should be made to the County and the USACE concurrently. A full Joint Application to the USACE is necessary and the USACE may defer the review to DuPage County, however the USACE will still issue the permit. These Church Road Bike Path improvements will also require a full-tabbed (flow chart) permit submittal through DuPage County.

Our plan is to develop preliminary engineering plans for a pre-application meeting with the DuPage County to get their guidance on floodplain management, erosion control, wetland impacts, stormwater management and design. We'll need to meet with DuPage County on-site to review the wetland delineation and get concurrence with the limits of the wetland, that the wetland is a regulatory wetlands, and that there are no other critical wetlands along the corridor. Subsequently, we'll need to request that the USACE issue a Jurisdictional Determination confirming wetland Site 1 as jurisdictional "waters of the United States".

When ready to submit the permit an intake meeting should be scheduled at the County. The intake meeting will not provide technical review but will make certain that the application is complete. Four copies of the permit application are required for submittal and the permit fee is generally required at the intake meeting. The fees will likely include an initial \$200 application fee, \$1,200 for small site floodplain, \$710 for wetlands, and \$360 for riparian (buffer), and wetland banking estimated at \$5,000.

**D. Review and Confirm Project Right-of-Way Requirements** - We will review the proposed path alignment and horizontal and vertical geometrics with respect to the existing right-of-way. Additionally, the preliminary cross sections will be analyzed in detail by the Phase II design team in order to confirm the proposed right-of-way required. This work will be performed early in the design phase so that the right-of-way acquisition process can begin as soon as possible to ensure that the project remains on schedule.

There are six (6) parcels with potential right-of-way takes, permanent easements, and temporary easements within the project limits. We anticipate plats, appraisals, review appraisals, and negotiations to be necessary through the valuation and land acquisition process. All such services shall be performed in accordance with the policies of the Village, and where applicable, the Illinois Department of Transportation Land Acquisition Policies and Procedures Manual and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act.

The preparation of the Plat of Highways and Legal Descriptions will be performed by Compass in accordance with the IDOT Plats of Highway Checklist (a copy of their proposal is included in Attachment B). We will provide Compass electronic copies of the proposed alignment and right-of-way for use in preparing the Plat of Highways and tying down the path centerline alignment.

Civiltech will provide the necessary valuation services. The fees included in the Direct Costs reflect that there will be parcels with differing levels of work required. We propose to use T Engineering Services Ltd. for our review appraisals, and to use Santacruz Associates Ltd. as the negotiator for the land acquisitions, a copy of their proposals are included.

This item also includes work involved with coordination between the Phase II design team and

the appraisers and negotiators. This work typically includes providing the appraisers and negotiators with exhibits for use during meetings with the property owner, and providing information regarding the design and potential modifications to the same. However, the design for the relocation of any private property items is NOT included within the scope of this agreement. We will work with the appraisers and negotiators to ensure that all items within the takes or easements that need to be relocated by the property owner are accounted for in the compensation offered to them.

#### 3. Pre-Final (90%) Plans, Special Provisions and Estimates

**A. Pre-Final Plans** - The development of Pre-Final Contract Plans and documents will proceed throughout the Village's review of the Preliminary Plan Submittal. We will prepare pre-final contract plans based on comments received on the preliminary plans and in accordance with the applicable sections of the BLRS manual, any applicable sections of the BDE manual, and applicable IDOT Standards and in accordance with current Village standards and practices. We anticipate that the contract plans will contain the following drawings:

Cover Sheet and Index of Sheets (1 sheet) General Notes (1 sheet) Summary of Quantities (1 sheet) Erosion Control and Landscaping (1"=20") (2 sheets) Path Plan and Profile (1"=20') (4 sheets) Culvert/Retaining Wall General Plan and Elevation, Structural Details, and Railings (6 Sheets) Cross Sections (1"=10'H: 1"=5'V) (7 sheets) ADA/PROWAG Ramp and Driveway Construction Details (2 sheets) Village and IDOT Construction Details (4 sheets)

We estimate that the contract plans will contain a total of 28 sheets.

The cross sections will be prepared at 50-foot intervals from the beginning of project to the end of project limits. Half width cross sections will be prepared and will be in accordance with plan preparation guidelines.

The pre-final contract documents will be submitted to the Village, Metra, and the ICC for their coordination. We will also submit the contract plans to the various utility companies. This submittal will sufficiently define the conflicts so that the utility companies can, at a minimum, perform the necessary engineering for any required utility relocations. This allows relocations to be performed in advance of the actual construction. Civiltech will perform the necessary coordination with the utility companies and follow up as needed on each of our submittals. This will attempt to ensure that no utility company is ignoring the project. Depending on the complexity of the utility involvement it may be necessary to conduct periodic coordination meetings.

**B. Pre-Final Special Provisions** - We will prepare special provisions that supplement or amend the special provisions contained in the latest edition of the Standard Specifications for Road and Bridge Construction adopted by the Illinois Department of Transportation and the latest edition of the Standard Specifications for Sewer and Watermain Construction in Illinois. Applicable Village special provisions will be utilized to supplement the Standard Specifications. In addition, we will include the latest IDOT Recurring Special Provisions Check Sheet. The most recent set of IDOT's Bureau of Design and Environment Special Provisions and District 1 Special Provisions will be reviewed and included in the special provisions where applicable.

**C. Pre-Final Quantity Calculations** - We will perform detailed quantity calculations at the prefinal stage of the plan development. Two sets of calculations will be performed by separate engineers in order to ensure the accuracy of the calculations.

**D. Pre-Final Estimate of Cost and Construction Time** - We will use the quantities of work in order to calculate an Engineer's Estimate of Cost and Time. Estimates will be based on recent bid tab information for projects of similar scope and magnitude.

**E. Pre-Final QA/QC Review -** Prior to submission of the pre-final plans for review, we will perform an internal Quality Assurance / Quality Control review of the work completed. The review will be performed by a professional engineer independent of the design team. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required. The design team will also perform a "plan-in-hand" field check to confirm the existing conditions and design.

**F. Pre-Final Project Review Meeting with Village** – If necessary, a project review meeting will be held with the Village to address design issues and plan comments generated from the pre-final contract document review.

**G. Pre-Final Project Review Meeting with IDOT If necessary,** a project review meeting will be held with the Village and IDOT to address any design coordination issues and plan comments that may affect the Phase I study being led by the Village and being completed by Civiltech Engineering, Inc.

#### 4. Final (100%) Plans, Special Provisions and Estimates

**A. Final Plans** - After completion of all agency reviews and resolution of any other agency or utility company concerns, the contract plans will be finalized. In order to assist the Resident Engineer (RE) we will furnish the Village, as part of our deliverables, detailed information including all design, quantity calculations, and microstation files in dgn format. We will also prepare a technical memorandum to the RE highlighting any key issues, commitments, or special concerns that arose during the design stage of the project.

IDOT will be responsible for letting the project. Therefore, we will provide IDOT with final plans and bid documents to satisfy their letting schedule and guidelines, as well as the number of full and reduced size copies requested. We will also submit the contract plans to the various utility companies, to the ICC, and to the Metra railroad.

**B. Final Special Provisions** - All comments received pertaining to the pre-final special provisions and bid documents will be addressed and a disposition will be included in the final bid documents. The status and schedule of all utility relocations, as of the date of the final plans, will be included in the bid documents.

**C. Final Quantity Calculations** - The quantities will be updated based on changes made to the plans after the pre-final stage.

**D. Final Estimate of Cost and Construction Time** - The estimates will be updated based on the revised quantities. Cost breakdowns for different funding sources will be provided to the Village

to assist in the completion of any joint agreements for construction.

**E. Final QA/QC Review** - Prior to the final submittal, a second QA/QC review of the plans and special provisions will be performed.

#### 5. Project Administration, Coordination and Permits

**A. Project Administration** - This item includes project setup, monthly invoicing, preparation of status reports, and internal project team coordination meetings.

**B. Project Submittals** - As noted above, we will make the necessary document submittals, and follow through with each agency in regards to their review comments or arrange a review meeting to discuss plan changes necessary to resolve conflicts if possible.

**C. Utility Company Coordination** - As noted above, we will analyze the project for potential impacts to existing utilities. We will provide the utility companies with a list of areas of potential conflict so that additional information, such as horizontal locates or depth borings can be obtained where necessary to further define the extent of conflicts. We will first attempt to address utility conflicts through design modifications while considering the impact those changes will have on the overall improvement. It is anticipated that utility relocation work will be necessary to construct the proposed roadway improvements.

Based on the amount and complexity of the required utility relocation, it may be necessary to have periodic coordination meetings with the utility companies. We have included hours to meet two times with the utility companies. In addition, we will review the permit submittals from the utility companies to ensure that all of the conflicts have been resolved and that the plans are compatible with the proposed construction.

**D. ICC Petition, Metra Railroad Agreements, Permitting, and Report Documentation** - This project will require an ICC Petition be submitted. It is our understanding that Village or its representative agents will file the formal petition on behalf of the highway authority to the ICC. The petition should state the location of the crossing, improvements desired, and financial assistance being used.

Upon receipt and review of the petition, the ICC will send out a notice of the date, time, and place of the hearing to all parties. The hearing is conducted in a similar manner to that of a court trial, but on a more informal basis. During the course of this hearing, each party will have the opportunity to express their concerns regarding the safety of the improvement. We will be prepared to assist the Village with expert testimony and evidence relative to the physical characteristics of the crossing and bike path improvements.

After the hearing, the ICC issues an Order based upon findings made from evidence presented and includes a description of the work to be performed, the responsible parties, the division of cost, and the date by which the work should be completed. It is not anticipated that Metra will contest the case based upon their cooperation and concurrence documented through the Phase I study. Therefore, we do anticipate a favorable Order to be issued. It can be relatively quick process should no issues arise and can likely be completed within a 6-9 month timeframe.

Once the ICC Order has been issued, we will work with the Village to finalize the necessary railroad agreements and right of entry permission for the shared-use path construction within

the railroad right-of-way.

**E. Special Waste and CCDD Testing** - Preliminary Environmental Site Assessments were performed during the Phase I study by Stuedemann Environmental Consulting. Specifically, the findings section of the PESA indicates potential hazards were identified at three (3) properties that may directly affect the Church Road Bike Path project. In addition, twenty-three (23) low risk hazards, which were not involved with regulated substances of significant quantity; were mentioned for awareness during the Church Road Bike Path project but generally do not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies

A Preliminary Site Investigation (PSI) will include collection of soil samples for assessment of appropriate disposal practices including classification as CCDD for the project corridor. Samples will either be collected related to Potentially Impacted Properties (PIPs), which are essentially the same as the RECs identified in the PESAs (for LPC-663 Form) or for pH only along project areas where PIPs/RECs were not identified (for LPC-662 Form). All other sites will be covered by a PSI to be performed by Stuedemann Environmental Consulting as a subconsultant to Civiltech. A copy of their proposal is included. We have included manhours for coordination between Civiltech and Stuedemann Environmental Consulting.

**F. DuPage County Stormwater Permitting and Documentation** - This project will require a permit submittal to DuPage County in compliance with the Stormwater and Floodplain Ordinance. We will prepare and submit the permit application along with the required back-up documentation.

It is anticipated that wetland impacts will be unavoidable and that mitigation will be required through the purchase of wetland credits. As described earlier, the wetland portion of the permitting process will be performed by Stuedemann Environmental Consultants. A copy of their proposal is included.

**G.** Illinois Department of Natural Resources Permit - An IDNR permit submittal will be required for the Silver Creek floodway. The IDNR then has the option to defer the floodway review to the County.

**H.** United States Army Corps of Engineers - This project will require a permit submittal to the USACE for the impacts to the Waters of the US. We have included manhours to coordinate with our wetland scientist in regard to the relevant information from the Wetland Report.

We envision a joint application with a complete set of Preliminary Engineering contract plans for staff review and permit. Our goal will be to secure permit for the project's overall floodplain and stormwater management, erosion control, wetland mitigation, and design.

**I. NPDES Permitting and Documentation** - The NPDES permit, along with a Stormwater Pollution Prevention Plan, will also be prepared for inclusion in the contract documents for final execution by the successful bidder. Separate permits will be required for each construction contract. All erosion control design will be in accordance with the latest IEPA, IDOT, and County requirements.

**J. Pre-Construction Meeting Attendance** - We will attend the pre-construction meeting at IDOT to answer any questions regarding the design and contract documents. We will also provide

responses to any questions from contractors during the construction process, if necessary.

#### III. FEE CALCULATION

In order to calculate our "not-to-exceed" fee for our projects, we estimate the number of manhours to complete the items outlined in the Scope of Services section of this proposal. These hours are used in conjunction with hourly rates of the personnel completing the tasks and our IDOT approved multiplier based on CPFF Method 1 (BLR 05610) to include overhead and profit. All sub-consultant expenses and direct costs are billed at cost without markup. Please reference the separate Phase II engineering fee calculations included herewith for further details on the development of the following "not-to-exceed" fees for the Phase II Professional Engineering Services fees:

Phase II Engineering (labor):	\$31,136
Phase II Engineering (overhead):	\$51,996
Phase II Engineering (direct costs):	<u>\$80,146</u>
	\$163,278

#### Church Road Bike Path and Milwaukee District/West Railway Crossing Grove Avenue to Irving Park Road

Village of Bensenville

	Personnel & Hours									
	Principal	Project Manager	Engineer IV	Engineer II	Design Technician	Chief Structural Engineer	Structural Engineer IV	Total Hours	% of Hours	Labor Cost
	\$70.00	\$53.95	\$35.66	\$29.00	\$31.00	\$70.00	\$35.66			
1 Data Collection and Early Coordination								_		
	1	8	10	8	0	3	3	33	3.8%	\$1,197.18
2 Preliminary (65%) Engineering										
	3	11	30	60	40	10	26	180	20.5%	\$5,780.41
3 Pre-Final (90%) Plans, Special Provisions and Estimates										
	6	28	69	101	59	16	54	333	37.8%	\$11,074.78
								• •		
4 Final (100%) Plans, Special Provisions and Estimates										
	4	10	11	17	14	5	11	72	8.2%	\$2,531.02
		ı					11			
5 Project Administration, Coordination and Permits										
• •	18	71	70	61	34	4	4	262	29.8%	\$10,552.29
		•					· ·			· ,
Total Cost										\$31,135.68
										· ,
Multiplier*	2.67									\$83,132.27
Direct Costs and Sub Consultant Expense (See attached calculat	ion)									\$80,145.80
	,					Total E	Engineering Cost	t: 880	100.0%	\$163,278

\*Multiplier 1(Direct Labor)+OH + 0.145\*(1+OH)

#### Church Road Bike Path and Milwaukee District/West Railway Crossing Grove Avenue to Irving Park Road

#### Village of Bensenville

#### WORKHOUR ESTIMATE

		Personnel & Hours								
		Principal	Project	Engineer IV	Engineer II	Design	Chief Structural	Structural	Total Hours	% of Hours
		Filicipai	Manager	Engineeriv	Engineerin	Technician	Engineer	Engineer IV		
sk No.	Task									
	Data Collection and Early Coordination									40.00/
	Obtain and Review Record Data	1	2	2	2				6	18.2%
В. С.	Initial (Kick-Off) Meeting with the Village and IDOT Preliminary Utility Company Coordination	1	1	3	2				5	<u>15.2%</u> 12.1%
U.	Topographic Survey and Geotechnical Studies		1	1	<u>∠</u>		2	2	4	21.2%
E.	Field Review of Survey		3	3	3		2	1	11	33.3%
	Sub-total Item 1	1	8	10	8	0	3	3	33	100.0%
•										
	Preliminary (65%) Engineering		0	2	4	0			40	0.00/
	Plan Base Sheet Preparation Design Criteria & Preliminary Design Studies	1	2	2	4	8			16 32	8.9% 17.8%
В.	Box Culvert Extension and Drainage Design	1	3	8	32	8	8	24	<u> </u>	53.3%
U.	Review and Confirm Project Right-of-Way Requirements	1	3	8	12	8	<u> </u>	24	36	20.0%
D.	Sub-total Item 2	3	11	<u> </u>	60	<u> </u>	10	26	180	20.0%
						-	-			
	Pre-Final (90%) Plans, Special Provisions and Estimates	[								
А.	Pre-Final Plans Cover Sheet and Index of Sheets (1 sheet)			1	3		+		4	1.2%
-	General Notes (1 sheet)			1	3				4	1.2%
ŀ	Summary of Quantities (1 sheets)			2	2	4			8	2.4%
F	Erosion Control and Landscaping (1"=20')(2 sheets)		2	4	4	6			16	4.8%
-	Path Plan and Profile (1"=20') (4 sheets)		4	12	16	8			40	12.0%
-	Culvert/Retaining Wall GP&E, Structural Details, and Railings (6 Sheets)		6	16	32	12	12	48	126	37.89
-	Cross Sections (1"=10'H: 1"=5'V) (7 sheets)		2	6	16	8	12	-10	32	9.6%
Ē	ADA/PROWAG Ramp and Driveway Construction Details (2 sheets)		1	3	8	12			24	7.2%
-	Village and IDOT Construction Details (4 sheets)		1	2	2	1			6	1.89
B	Pre-Final Special Provisions	1	1	6	6	•	1	2	17	5.1%
	Pre-Final Quantity Calculations	1	3	8	8	8	2	4	34	10.2%
	Pre-Final Estimate of Cost and Construction Time		1	2	1	-			4	1.2%
	Pre-Final QA/QC Review	2	3				1		6	1.89
F.	Pre-Final Project Review Meeting with Village	1	2	3					6	1.8%
G.	Pre-Final Project Review Meeting with IDOT ( if necessary, for project coordination only)	1	2	3					6	1.8%
	Subtotal Item 3	6	28	69	101	59	16	54	333	100.0%
4	Final (100%) Plans, Special Provisions and Estimates			1			1			
	Final Plans	2	4	6	12	12	2	8	46	63.9%
	Final Special Provisions		2	2	2	12	-		6	8.39
	Final Quantity Calculations	1	1	2	2	2	1	2	11	15.3%
	Final Estimate of Cost and Construction Time	•	1	1	1	_	1	1	5	6.9%
	Final QA/QC Review	1	2				1		4	5.6%
	Sub-total Item 4	4	10	11	17	14	5	11	72	100.0%
E.										
5	Project Administration, Coordination and Permits	2	14				2		10	6.09
<b>5</b> A.	Project Administration, Coordination and Permits Project Administration	2	14			6	2	4	18	6.9%
<b>5</b> A. B.	Project Administration, Coordination and Permits Project Administration Project Submittals	2 2	4	4	4	6	2 2 2	4	26	9.9%
5 A. B. C.	Project Administration, Coordination and Permits Project Administration Project Submittals Utility Company Coordination			4 4	4 6	6		4		9.99
5 A. B. C.	Project Administration, Coordination and Permits Project Administration Project Submittals Utility Company Coordination ICC Petition, Metra Railroad Agreements, Permitting, and Report Documentation		4 2			6		4	26 12	9.99 4.69
5 A. B. C.	Project Administration, Coordination and Permits Project Administration Project Submittals Utility Company Coordination ICC Petition, Metra Railroad Agreements, Permitting, and Report Documentation Petition Filing (by Village) - Expert Testimony and Assistance	2	4 2 8	4	6			4	26 12 12	9.99 4.69 4.69
5 A. B. C.	Project Administration, Coordination and Permits Project Administration Project Submittals Utility Company Coordination ICC Petition, Metra Railroad Agreements, Permitting, and Report Documentation Petition Filing (by Village) - Expert Testimony and Assistance Metra Railroad Agreements (by Village) - Exhibits, Documents, and Assistance	2	4 2		6	6		4	26 12 12 12 24	9.9% 4.6% 4.6% 9.2%
5 A. B. C.	Project Administration, Coordination and Permits Project Administration Project Submittals Utility Company Coordination ICC Petition, Metra Railroad Agreements, Permitting, and Report Documentation Petition Filing (by Village) - Expert Testimony and Assistance Metra Railroad Agreements (by Village) - Exhibits, Documents, and Assistance ICC / Metra Permitting and Appprovals - Right-of-Entry, Insurance, Licensure	2 4 2	4 2 8 8	4 6	6			4	26 12 12 24 8	9.99 4.69 9.29 3.19
5 A. B. C. D.	Project Administration, Coordination and Permits Project Administration Project Submittals Utility Company Coordination ICC Petition, Metra Railroad Agreements, Permitting, and Report Documentation Petition Filing (by Village) - Expert Testimony and Assistance Metra Railroad Agreements (by Village) - Exhibits, Documents, and Assistance ICC / Metra Permitting and Appprovals - Right-of-Entry, Insurance, Licensure Railroad Crossing Report and Documentation	2 4 2 1	4 2 8 8 1 4	4 6 4	6 4 2	4		4	26 12 12 12 24	9.99 4.69 9.29 3.19 9.29
5 A. B. C. D. E.	Project Administration, Coordination and Permits Project Administration Project Submittals Utility Company Coordination ICC Petition, Metra Railroad Agreements, Permitting, and Report Documentation Petition Filing (by Village) - Expert Testimony and Assistance Metra Railroad Agreements (by Village) - Exhibits, Documents, and Assistance ICC / Metra Permitting and Appprovals - Right-of-Entry, Insurance, Licensure Railroad Crossing Report and Documentation Special Waste and CCDD Testing	2 4 2 1	4 2 8 8 1 4 2	4 6 4 8 6	6 4 2 4	4		4	26 12 12 24 8 24	9.9° 4.6° 4.6° 9.2° 3.1° 9.2° 3.1°
5 A. B. C. D. E. F.	Project Administration, Coordination and Permits Project Administration Project Submittals Utility Company Coordination ICC Petition, Metra Railroad Agreements, Permitting, and Report Documentation Petition Filing (by Village) - Expert Testimony and Assistance Metra Railroad Agreements (by Village) - Exhibits, Documents, and Assistance ICC / Metra Permitting and Appprovals - Right-of-Entry, Insurance, Licensure Railroad Crossing Report and Documentation Special Waste and CCDD Testing DuPage County Stormwater Permitting and Documentation	2 4 2 1 2	4 2 8 8 1 4	4 6 4 8	6 4 2	4		4	26 12 12 24 8 24 8	9.99 4.69 9.29 3.19 9.29 3.19 3.19 33.69
5 A. B. C. D. E. F. G.	Project Administration, Coordination and Permits Project Administration Project Administration Project Submittals Utility Company Coordination ICC Petition, Metra Railroad Agreements, Permitting, and Report Documentation Petition Filing (by Village) - Expert Testimony and Assistance Metra Railroad Agreements (by Village) - Exhibits, Documents, and Assistance ICC / Metra Permitting and Approvals - Right-of-Entry, Insurance, Licensure Railroad Crossing Report and Documentation Special Waste and CCDD Testing DuPage County Stormwater Permitting and Documentation Illinois Department of Natural Resources Permit	2 4 2 1 2	4 2 8 8 1 4 2 16	4 6 4 8 6 24	6 4 2 4	4		4	26 12 12 24 8 24 8 8 8 8 88	9.9° 4.6° 9.2° 3.1° 9.2° 3.1° 3.3.6° 1.5°
5 A. B. C. D. E. F. G. H.	Project Administration, Coordination and Permits         Project Administration         Project Submittals         Utility Company Coordination         ICC Petition, Metra Railroad Agreements, Permitting, and Report Documentation         Petition Filing (by Village) - Expert Testimony and Assistance         Metra Railroad Agreements (by Village) - Exhibits, Documents, and Assistance         ICC / Metra Permitting and Appprovals - Right-of-Entry, Insurance, Licensure         Railroad Crossing Report and Documentation         Special Waste and CCDD Testing         DuPage County Stormwater Permitting and Documentation         Illinois Department of Natural Resources Permit         United States Army Corps of Engineers	2 4 2 1 2	4 2 8 1 4 2 16 1	4 6 4 8 6 24 2	6 4 2 4 32 1	4 6 14		4	26 12 12 24 8 24 8 8 88 4	9.9° 4.6° 9.2° 3.1° 9.2° 3.1° 33.6° 1.5° 9.2°
5 A. B. C. D. E. F. G. H. I.	Project Administration, Coordination and Permits         Project Administration         Project Submittals         Utility Company Coordination         ICC Petition, Metra Railroad Agreements, Permitting, and Report Documentation         Petition Filing (by Village) - Expert Testimony and Assistance         Metra Railroad Agreements (by Village) - Exhibits, Documents, and Assistance         ICC / Metra Permitting and Appprovals - Right-of-Entry, Insurance, Licensure         Railroad Crossing Report and Documentation         Special Waste and CCDD Testing         DuPage County Stormwater Permitting and Documentation         Illinois Department of Natural Resources Permit         United States Army Corps of Engineers         Bidding Assistance	2 4 2 1 2	4 2 8 1 4 2 16 1 4	4 6 4 8 6 24 2 8	6 4 2 4 32 1	4 6 14		4	26 12 12 24 8 24 8 8 88 4 24	9.99 4.69 9.29 3.19 9.29 3.19 33.69 1.59 9.29 3.19 3.30 9.20 3.19
5 A. B. C. D. E. F. G. H. I.	Project Administration, Coordination and Permits         Project Administration         Project Submittals         Utility Company Coordination         ICC Petition, Metra Railroad Agreements, Permitting, and Report Documentation         Petition Filing (by Village) - Expert Testimony and Assistance         Metra Railroad Agreements (by Village) - Exhibits, Documents, and Assistance         ICC / Metra Permitting and Appprovals - Right-of-Entry, Insurance, Licensure         Railroad Crossing Report and Documentation         Special Waste and CCDD Testing         DuPage County Stormwater Permitting and Documentation         Illinois Department of Natural Resources Permit         United States Army Corps of Engineers	2 4 2 1 2 2 3	4 2 8 8 1 4 2 16 1 4 4 4	4 6 4 8 6 24 2 8	6 4 2 4 32 1	4 6 14		4	26 12 12 24 8 24 8 8 8 8 8 4 24 24 8 8	9.99 4.69 9.29 9.29 9.29 9.29 9.29 9.29 9.29 3.19 3.3.69 1.59 9.29 3.19 2.39
5 A. B. C. D. E. F. G. H. I.	Project Administration, Coordination and Permits         Project Administration         Project Submittals         Utility Company Coordination         ICC Petition, Metra Railroad Agreements, Permitting, and Report Documentation         Petition Filing (by Village) - Expert Testimony and Assistance         Metra Railroad Agreements (by Village) - Exhibits, Documents, and Assistance         ICC / Metra Permitting and Approvals - Right-of-Entry, Insurance, Licensure         Railroad Crossing Report and Documentation         Special Waste and CCDD Testing         DuPage County Stormwater Permitting and Documentation         Illinois Department of Natural Resources Permit         United States Army Corps of Engineers         Bidding Assistance         Pre-Construction Meeting Attendance	2 4 2 1 2 2 3	4 2 8 1 4 2 16 1 4 4 3	4 6 4 8 6 24 24 2 8 4	6 4 2 4 32 1 8	4 6 14 4	2		26 12 12 24 8 24 8 8 88 4 24 24 8 8 88 4 24 6	9.9% 4.6% 4.6%

#### Village of Bensenville

#### DIRECT COSTS AND SUBCONSULTANT SERVICES

DIRECT COSTS AND SUBCONSULTAN	SERVICES	
DIRECT COSTS		
ITEM 1 - Printing		
Pre-Final Plans		
Village 1 set X 28 sheets/set X \$0.60/sheet (Full size)		\$16.80
Village 3 sets X 28 sheets/set X \$0.15/sheet (Half size)		\$12.60
ICC/Railroad 2 sets X 28 sheets/set X \$0.15/sheet (Half size)		\$8.40
Utility Co's 12 sets X 28 sheets/set X \$0.60/sheet (Full size)		\$201.60
Pre-Final Specification Books		
Village 3 books X \$25/book		\$75.00
IDOT 4 books X \$25/book		\$100.00
Final Plans		
Village 1 set X 28 sheets/set X \$0.60/sheet (Full size)		\$16.80
Village 3 sets X 28 sheets/set X \$0.15/sheet (Half size)		\$12.60
ICC/Railroad 2 sets X 28 sheets/set X \$0.15/sheet (Half size)		\$8.40
Utility Co's 12 sets X 28 sheets/set X \$0.60/sheet (Full size)		\$201.60
Final Specification Books		
Village 2 books X \$25/book		\$50.00
ICC/Railroad 2 books X \$25/book		\$50.00
	Total Item 1	\$753.80
ITEM 2 - Shipping		
10 overnight shipping items X \$15/each		
	Total Item 2	\$150.00
ITEM 3 - Vehicle Expense		
Mileage		
	Total Item 3	\$150.00
ITEM 4 - Plat of Highways (Compass Surveying)		
Land Surveying Services (See attached Proposal)	<b>T</b> . I . I II	<b>*</b> 4 000 00
ITEM C. Annualizate (Deview Annualizate (Oivitteet, D. Milite T	Total Item 4	\$14,000.00
ITEM 5 - Appraisals/Review Appraisals (Civiltech - D. White, T.	Engineering - K. I	
Appraisals - 6 Parcels @ \$2,800/parcel		\$16,800.00
Review Appraisals - 6 Parcels @ \$800/parcel	Total Itans 5	\$4,800.00
	Total Item 5	\$21,600.00
ITEM 6 - Negotiations (Santacruz Associates)		
Negotiations - 6 Parcels (See attached Proposal)	Total Item 6	¢10,400,00
ITEM 7 Creation Wests and CODD Testing (True North Consul		\$18,400.00
ITEM 7 - Special Waste and CCDD Testing (True North Consul	ting)	
Environmental Science Services (See attached Proposal)	Total Itana 7	¢C 005 00
ITEM 9. Wetlands (Otwadamann Environmental Consultants)	Total Item 7	\$6,225.00
ITEM 8 -Wetlands (Stuedemann Environmental Consultants)		
Wetland Sciences (See attached Proposal)	Total Itam 0	¢c 107 00
ITEM O. DuBana County Charmonator Downitting and Documen	Total Item 8	\$6,107.00
ITEM 9 - DuPage County Stormwater Permitting and Documen		20
Permitting Fees and Mitigation Credits - application/ floodplain/ w		-
ITEM 10 Contrological Obuding (Midland Obuding Englished)	Total Item 9	\$7,500.00
ITEM 10 - Geotechnical Studies (Midland Standard Engineerin	g and Testing)	
Soils Investigation (See attached Proposal)	Total Harry 40	<b>AE 000 00</b>
Total Direct Costs:	Total Item 10	\$5,260.00 \$80,145.80
		S80 145 80



# **Subconsultant Qualifications**

Surveying | Mapping | Scanning



January 30, 2017

Via e-mail: <u>RMagner@civiltechinc.com</u>

Mr. Reid Magner, P.E. CIVILTECH ENGINEERING, INC. Two Pierce Place, Suite 1400 Itasca, IL 60143

> RE: Proposal for Plat of Highways Church Road – Grove to Irving Park – Bensenville, Illinois Compass Proposal Number: 17-080

> > Parcels to be included:

- 1. Fee Simple NW corner of Grove and Church (Sta. 100+00)
- 2. Fee Simple SW corner of Green and Church (Sta. 107+00)
- 3. Fee Simple with TE NW corner of Green and Church (Sta. 109+00)
- 4. PE across the railroad Existing roadway and pedestrian improvements (Sta. 110+00)
- 5. Fee Simple with TE NW corner Metra and Church (across from Main St through Huffman Park) (Sta. 111+00 117+00) (likely to be donated by the Village of Bensenville)
- 6. Fee Simple with TE SW corner of Irving Park and Church (Sta. 119+00)

Dear Reid:

Thank you for the opportunity to provide this proposal. For a fee of \$11,000.00, Compass Surveying Ltd will prepare a Plat of Highways for the property referenced. This fee will include the following:

- Field reconnaissance and survey work to locate existing monumentation.
- Analysis and boundary calculations.
- Preparation of the Plat of Highways in accordance with IDOT requirements.
- Preparation of legal description for dedicated areas and easements as required.
- Monumentation of areas as required.

#### Option – Ordering Title

Compass Surveying Ltd will contract with Wheatland Title Company to obtain a title commitment.

#### Budget \$500.00 per parcel x 6 Parcels = \$3,000.00

At this time, we can provide preliminary review copies within approximately 4 - 5 weeks of authorization to proceed, weather permitting. Please note that all copies, all delivery charges, and research documents are reimbursable to the project. Also, additional work generated from client(s), attorney(s) or governmental comments will be charged at regular hourly rates. Survey fees are payable within 30 days, subject to a service charge of 1-1/2% per month on unpaid balances.

#### MEASURING THE WORLD AROUND US SINCE 1983

To indicate your authorization of this proposal, please sign the acceptance block below and return, via email <u>admin@clsurveying.com</u> or via fax, to 630-820-7030. This proposal is valid for 45 days.

Yours truly,

Scott C. Krebs, PLS Vice President

SCK/mdr Attachment(S)

	Plat of Highways	Title commitment
Accepted	d By:	
Date:		
Invoice T	Го:	

Surveying | Mapping | Scanning



# 2017 BILLING RATES

<u>Description</u> Principal (Deposition / Expert Testimony) Principal		<u>Hourly Rate</u> \$250.00 \$150.00
Professional Land Surveyor (Deposition / Expe Professional Land Surveyor	rt Testimony)	\$200.00 \$125.00
Survey Project Manager		\$120.00
Office Surveyor I		\$100.00
Office Surveyor II		\$80.00
1 Person Survey Crew <sup>*</sup> (Includes Robotic Total Station of Overtime includes Monday – Friday af	-	\$130.00 \$165.00
2 Person Survey Crew <sup>*</sup> (Includes Robotic Total Station of Overtime includes Monday – Friday aft	-	\$180.00 \$195.00
3 Person Survey Crew* (Includes Robotic Total Station of	or GPS receivers)	\$225.00
3D Scanning <sup>*</sup> (Includes Scanner, operator, vehicle, all equi Note: Hourly rate for scanning beyond		Half Day (4 hours) \$1,250.00 Full Day (8 hours) \$2,000.00 \$250.00
Visualization Modeling		\$120.00
CAD Technician		\$100.00
Secretarial Services (typing of legal descriptions, reports,	, benchmark lists)	\$ 65.00
Reimbursable Expenses:		
Overnight Delivery (Local)	\$20.00/Package	

\*Charged Portal – To – Portal

#### FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE

MEASURING THE WORLD AROUND SINCE 1983

# **COMPASS SURVEYING LTD**

#### **GENERAL CONDITIONS (Rev. 09/25/07)**

Item 1. <u>Client Responsibilities</u>. Client shall, so as not to delay the services of Compass Surveying Ltd. (CS) (1) designate in writing a person to act as Client's representative who shall have complete authority to transmit instructions and receive information with respect to CS's services; (2) provide all criteria and full information as to Client's requirements for the project; (3) place at CS's disposal all available information pertinent to the project including title and/or background information, CS will not be required to perform an independent search for easements, encumbrances, title evidence and/or ownership data, as CS will rely upon the materials and representations that Client supplies to CS; and (4) give prompt written notice to CS whenever Client observes or otherwise becomes aware of any development that affects the scope of timing of or affects CS's services, or any defect or nonconformance in the work of any contractor. CS shall be entitled to rely upon the information and instructions provided by Client and Client's representative. Unless specifically provided otherwise in the scope of services, Client shall give CS authorization to proceed for each phase of services and for each Additional Service prior to CS commencing work. Authorization shall be provided in writing.

The Client will provide access to the work site. In the event the work site is not owned by the Client, Client represents to CS that all necessary permissions for CS to enter the site and conduct the work have been obtained. While CS shall exercise reasonable care to minimize damage to the property, the Client understands that some damage may occur during the normal course of the work, that CS has not included in its fee the cost of restoration of damage, and that the Client will pay for such restoration costs.

Item 2. <u>Scope of Work</u>. CS shall perform services in accordance with an "Agreement" made with the "Client". The Agreement consists of CS's proposal, Standard Fee Schedule, and these General Conditions. The "Client" is defined as the person or entity requesting and/or authorizing the work, and in doing so, Client represents and warrants that he is duly authorized in this role, even if performed on behalf of another party or entity, in which case the other party or entity is also considered as the Client. The acceptance of CS's proposal signifies the acceptance of the terms of this Agreement. The fees for services rendered will be billed in accordance with the accompanying Standard Fee Schedule. Unit rates for services not covered in the fee schedule or elsewhere in the Agreement can be provided. The standard prices proposed for the work are predicated upon the Client's acceptance of the conditions and allocations of risks and obligations described in the Agreement. The Client shall impart the terms of this Agreement to any third party to whom the Client releases any part of CS's work. CS shall have no obligations to any party other than those expressed in this Agreement.

Item 3. <u>Modifications</u>. This Agreement and all its attachments represent the entire understanding between the parties, and neither the Client nor CS may amend or modify any aspect of this contract unless such alterations are reduced to writing and properly executed by the parties hereto. These terms and conditions shall supersede all prior or contemporaneous communications, representations, or Agreements, and any provisions expressed or implied in requests for proposal, purchase order, authorization to proceed, or other contradictory provisions, whether written or oral. If specific periods of time for rendering services set forth in the scope of services are exceeded through no fault of CS, or if Client has requested significant modifications, altered project scheduling or creates changes in the general scope, extent or character of the project, or is not able to provide all necessary title and related documents at commencement, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The scope of services may be revised or modified for any reason upon Agreement of Client and CS. In each case, the scope of services will be modified in a manner mutually acceptable to Client and CS, and the fee schedule will be equitably adjusted to accommodate the changes. Any change to the scope of services or the fee schedule will be documented in writing.

Item 4. <u>Standard of Care</u>. CS will perform the services under this Agreement in accordance with generally accepted practice, in a manner consistent with the level of care and skill ordinarily exercised by members of this profession under similar circumstances in this locality. No other warranties implied or expressed, in fact or by law, are made or intended.

Item 5. <u>Confidentiality</u>. CS shall hold confidential the business and technical information obtained or generated in performance of services under this Agreement and identified in writing by the Client as "confidential". CS shall not disclose such "confidential" information except if such disclosure is required by governmental statute, ordinance, or regulation; for compliance with professional standards of conduct for public safety, health, and welfare concerns; or for protection of CS against claims or liabilities arising from performance of its services.

Item 6. <u>Termination of Contract</u> Client may terminate this Agreement with seven days' prior notice to Surveyor for convenience or cause. CS may terminate this Agreement for cause with seven days' prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CS has been paid in full all amounts due for services, expenses and other related charges.

Item 7. <u>Utilities</u>. In the performance of its work, CS will take all reasonable precautions to avoid damage to underground structures or utilities, and will rely on utility locator services to correctly identify their buried service lines, and on plans, drawings or sketches made available and provided by the Client. The Client agrees to hold CS harmless and indemnify CS from any claims, expenses, or other liabilities, including reasonable attorney fees, incurred by CS for any damages to underground structures and utilities which were not correctly and clearly shown on the plans provided to CS or otherwise disclosed by the Client or utility locator service.

Item 8. <u>Hazardous Materials and Conditions</u>. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client, or other involved or contacted parties, to advise CS of any known or suspected undocumented fills hazardous materials, by-products, or constituents, and any known environmental, hydrologic, geologic, and geotechnical conditions, which exist on or near any premises upon which work is to be performed by CS employees or subcontractors or which in any other way may be pertinent to CS's proposed services.

Item 9. Insurance and Indemnity. CS represents that it maintains general liability and property damage coverage considered adequate and comparable with coverage maintained by other similar firms, and that CS's employees are covered by Workman's Compensation Insurance. Certificates of Insurance can be provided to the Client upon request. CS shall not be responsible for any loss, damage, or liability beyond these insurance limits and conditions. CS agrees to indemnify the Client from and save Client harmless against any loss, damage, or liability stemming from acts of negligence by CS. The Client agrees to hold CS, its officers, directors, agents, and employees, harmless from any claims, suits, or liability including but not limited to attorney fees, costs of settlement, and other incidental costs, for personal injury, death, illness, property damage or any other loss, allegedly arising from or related to CS's work.

Item 10. <u>Ownership and Copyright.</u> All calculations, computations, work points, field control, files and notes are and shall remain the copyrighted property of CS. All documents prepared or furnished by CS pursuant to this Agreement are instruments of CS's professional service, and CS shall retain an ownership and property interest therein, including all copyrights. CS grants Client a license to use instruments of CS's professional service for the purpose of selling, purchasing or identifying property or constructing the project. Reuse or modification of any such documents by Client, without CS's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CS harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

Item 11. <u>Use of Electronic Media.</u> Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by CS. Files in electronic formats, or other types of information furnished by CS to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CS makes no representations as to long-term compatibility, usability, or document s resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CS at the beginning of this project.

Item 12. <u>Payment</u>. Invoices for performed work will be submitted monthly for services rendered the prior month, payable within 30 days of invoice date. THE FEES QUOTED ARE BASED UPON AN EXPECTED TIMELY PAYMENT. Late payment charges of 1.5% per month will be added to delinquent charges. If Client objects to any invoice submitted by CS, Client shall notify CS in writing, within 15 business days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable to you. We reserve the right to stop work on the project if our invoices are overdue by more than thirty (30) days. We shall not be liable for damages arising our of any such stop of work, nor deemed to be in default of this Agreement as a result thereof. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection related costs that CS incurs, including attorney fees. Administration fees will be charged for modified invoicing formats or specific procedures required by Client in order to obtain payment. Client shall be further obligated to pay CS's cost of collection, including, but not limited to, court costs and attorney's fees, in the event of default in payment under this paragraph. This Agreement is entered into the Kane County, Illinois and the Laws of Illinois are to apply to the Agreement. If legal action is required by CS, to collect fees or expenses advanced or to resolve any dispute, then the parties agree that Kane County shall be the proper venue for that legal action. In the event of termination of services prior to completion, Client shall compensate CS for all services performed to and for such termination.

CS Initials: <u>SCK</u>

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

Client Initials:

# PROPOSAL FOR LAND ACQUISITION SERVICES

# **Village of Bensenville**

**Civiltech Engineering, Inc.** 



# Church Road Bike Path Grove Avenue to Irving Park Road



310 Happ Road · Suite 206 · Northfield, IL 60093 www.santacruz-associates.com

Contact: J. Steve Santacruz 847-868-9620 jsteve@santacruz-associates.com

# 1

# **EXECUTIVE SUMMARY**

Having extensive experience with right of way projects, we understand the importance of keeping on schedule. On-time lettings gives the **Village of Bensenville**, the Local Public Agency ("LPA") the best use of its resources and strengthens the efficiencies in the implementation of its roadway improvement program. To achieve your goals, it is critical that your land acquisition consultant understands the importance and addresses three critical issues in your acquisition of right of way:

- > Deliver the right of way on-time to meet the letting
- Manage the acquisition risks, including the cost of condemnation litigation
- Compliance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), IDOT land acquisition policies and procedures and FWHA policies.

CRITICAL ISSUE 1: DELIVER THE RIGHT-OF-WAY ON-TIME TO MEET LETTING

Delivery of right of way on-time keeps the project on its letting schedule. We understand that nothing is more important to the LPA. We also know that keeping the land acquisition on-time and within budget is a measurement of success for the LPA. When a project does not meet its letting schedule, we know it can impact the budget for the LPA, causing scheduling conflicts with potential contractors and also affect other economic factors which govern the delivery of the overall roadway improvement program for the LPA.

Santacruz Land Acquisitions is an industry leading right of way professional organization with years of experience working on land acquisition projects with the understanding of what needs to be done to complete an acquisition on time.

Santacruz Land Acquisitions will work with the staff for the LPA and/or **Civiltech Engineering, Inc.**, Engineer for the LPA, ("Consultant") to develop a land acquisition plan for the reconstruction of the **Church Road from Grove Avenue to Irving Park Road** (the "Project") to assure that the goals are met. With years of right of way acquisition work, we have a large database of real estate representatives for corporate acquisitions to cut down the time spent in the initial steps of locating the real estate representative for each property.

These efficiencies lead to ways in which we minimize our time with an acquisition and translate to your project staying on schedule.

CRITICAL ISSUE 2: MANAGE THE ACQUISITION RISKS

Equally important as the scheduled letting is the acquisition budget for the Project. Cost overruns can jeopardize a project from moving forward. Because real estate costs can represent a significant portion of the budget for a transportation project, we will suggest ways to minimize impacts and reduce costs in challenging acquisitions. We will also work with the LPA to minimize the condemnation referrals that impact the budget for this Project. By the same token, we will quickly identify parcels in the very beginning of the process that have title issues that can only be resolved through condemnation.

Through experience, we know that a portion of the parcels will need to be acquired through condemnation. As such, your land acquisition consultant needs to have knowledge of the legal requirements necessary to position an agency for condemnation. We possess that knowledge and have experience providing "expert witness" testimony in these matters.

Santacruz Land Acquisitions is made up skilled right of way professionals with a vast background in real estate and civil engineering with respect to transportation projects which gives us the ability to recognize issues and resolve them <u>before</u> they create delays.

# CRITICAL ISSUE 3: COMPLIANCE WITH GOVERNMENT REGULATIONS

All land acquisition services must be performed in accordance with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act). In addition, we are familiar with IDOT's land acquisition guidelines, policies and procedures.

## WHY SANTACRUZ LAND ACQUISITIONS?

As you review our proposal, you will see that Santacruz Land Acquisitions has the versatility, experience and qualifications to deliver the land acquisition needs for your project. What sets us apart is:

- Years of successful on-time delivery of right of way land acquisition services to various other agencies
- Diverse set of real estate acquisition disciplines including backgrounds in law and civil engineering
- Title review experience, including familiarity with all types of recorded documents affecting real estate and knowledge on how to the clear title
- Experience in reviewing plats and legal descriptions, as well as an ability to review and understand roadway construction plans
- Expertise with the Uniform Relocation Assistance and Real Property Act of 1970, as amended (Uniform Act), Illinois Eminent Domain Act (735 ILCS 30), IDOT Land Acquisition Guidelines.
- Familiarity with IDOT policies and procedures related to land acquisition and appraisals.

We provide extensive experience complying with federal and state laws and maximizing the team's knowledge of the land acquisition policies of IDOT.

# ADDITIONAL COMPONENT OF OUR PROPOSAL: BEP UTILIZATION

Santacruz Land Acquisitions is a BEP with Central Management Services, a DBE with IDOT and an MBE with Cook County and the City of Chicago.

#### SUMMARY

With a long history of successful delivery of a variety of right of way projects on-time, within budget and to our client's satisfaction, we look forward to the opportunity to assist the LPA with its land acquisition needs

# COMPENSATION

Santacruz Associates Ltd. d/b/a Santacruz Land Acquisitions shall be entitled to the compensation as shown on the attached schedule. Our cost proposal, based on **six (6)** projected parcels of right-of-way, is as follows:

#### **NEGOTIATIONS:**

#### \$14,400.00.

As directed, Santacruz Land Acquisitions shall invoice the LPA or Consultant for any fees and charges related to the acquisitions including, without limitation, (i) the cost of the later date title commitments, (ii) the cost of title insurance policies obtained on the parcels to be acquired, (iii) the cost of recording any necessary documents to complete the conveyance and obtain clear title, (iv) lender's fees related to the processing of any partial releases needed to provide clear title, and (v) land trustee processing fees. Santacruz Land Acquisitions shall include \$500.00 per parcel for these charges. Santacruz Land Acquisitions shall pay any such fees and charges in excess of the \$500.00 per parcel allowance for which Santacruz Land Acquisitions shall be entitled to additional compensation in the amount of any such payments pursuant to a separate work order issued.

Santacruz Land Acquisitions will attend and/or participate in up to **four (4)** hours of meetings and conference calls for consultations on the project. This will include, without limitation, kick-off

meetings, planning discussions, project strategy development and review of parcels with acquisition challenges.

Based on the projected total number of parcels of right-of-way to be acquired for the Project, the land acquisition negotiation services provided herein are offered a cost not to exceed of **\$18,400.00** as follows:

Land Acquisition Services	\$14,400.00
Consultation/Meeting Services	\$1,000.00
Direct Billable Expenses	\$3,000.00



# 2

# **TECHNICAL APPROACH**

Santacruz Land Acquisitions shall perform all necessary services in the negotiation of the acquisition of necessary properties required for the completion of the Project. All services shall be performed at the direction of the LPA and Consultant in accordance with the policies and procedures of IDOT, as applicable, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended (49 CFR Part 24), the Illinois Eminent Domain Act (735 ILCS 30) ("Eminent Domain Act") and the Illinois Code of Civil Procedure ("Code of Civil Procedure").

Santacruz Land Acquisitions will review the highway construction plans with the LPA and/or the Consultant to understand the nature and purpose of the project.

Santacruz Land Acquisitions agrees to perform the services as set forth herein as well as furnish and deliver to the LPA the final reports accompanied by all necessary documents needed for recordation and/or necessary for eminent domain proceedings. The process described in this section has been the roadmap to many successful right of way projects for Santacruz Land Acquisitions helping us help you keep your projects on-time and within budget.

# LAND ACQUISITION CRITICAL PATH STEPS -"OUR ROAD MAP"

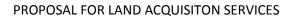
## Task 1: Notice to Proceed

Our services start within one week (or sooner, if requested) of an authorization to proceed from the LPA.

## Task 2: Kick-off Meeting

Santacruz Land Acquisitions will meet with the LPA and/or Consultant to discuss the Project, identify issues and develop any necessary strategies to assure the timely completion of the Project.

Santacruz Lar Acquisitions



# Task 3: Delivery and Review of Project Information

The LPA or Consultant will provide Santacruz Land Acquisitions with plats of highway, legal descriptions, the most recent title commitments and any other pertinent information regarding the property owner for each parcel assigned for acquisition. In addition, the LPA or Consultant will also provide us with a set of project plans, including (i) plan and profile, (ii) drainage and utilities, (iii) pavement markings, and (iv) cross sections.

## Task 4: Negotiation and Acquisition

All negotiations and acquisition services shall be provided by Santacruz Land Acquisitions after approval by the LPA of the amount of just compensation to be offered to the property owner.

The Negotiator will not have any authority to determine administrative settlements. The Negotiator will consult with the LPA for approval of any counter offers and upon acceptance by the LPA of any such counter offer, Santacruz Land Acquisitions will prepare the necessary documentation for administrative settlement.

Prior to the start of negotiations, the Negotiator will review the plats of highway and appraisals for each parcel before the start of negotiations with a property owner to understand the valuation and impact to the property. Santacruz Land Acquisitions will also inspect the title commitment provided for each parcel to determine the liens and encumbrances that will need to be addressed in order to complete the acquisition process for the Authority. Santacruz Land Acquisitions will direct any questions to the LPA or Consultant resulting from its review of the plans, plats, appraisals and title commitments so that Santacruz Land Acquisitions is prepared for any issues raised by the property owner during negotiations.

Before contacting the owner of a parcel, Santacruz Land Acquisitions will prepare and send the introductory letter to the property owner on the LPA's letterhead. This letter will provide a general statement of the Project, identify the property and the legal property owner, and briefly state the right of requirements necessary from the parcel. This letter shall also contain contact information for Santacruz Land Acquisitions and a representative of the LPA.

Santacruz Land Acquisitions will prepare an offer package for presentation to the owner at the first meeting. The offer package shall contain the Basis for Computing Total Approved Compensation and Offer to Purchase (in the format approved by IDOT), a copy of the plat of highway with the acquisition areas highlighted and a copy of the legal descriptions of the parcels to be acquired. If, after repeated efforts to contact the property owner to schedule a meeting to present the offer, Santacruz Land Acquisitions is unable to make contact with the property owner, or if the property owner is located out of town, or at the request of the property owner to have the offer package mailed, Santacruz Land Acquisitions will send the offer package by certified mail so that a receipt of delivery can be established.

Santacruz Land Acquisitions will personally contact the property owner a minimum of three times before making a determination that the acquisition of the parcel cannot be successfully negotiated. In most cases, Santacruz Land Acquisitions will exceed the minimum number of contacts in an attempt to make all reasonable efforts to reach а settlement before recommending that the LPA commence condemnation proceedings. All contacts and efforts to make contact with the property owner shall be documented in the negotiator's report maintained by Santacruz Land Acquisitions for each parcel.

If, during its discussions with the property owner, errors in the plans are discovered or the property owner requests design changes, Santacruz Land Acquisitions will immediately notify LPA or Consultant with this information. At any time during negotiations for situations involving design changes, errors in plans or for any other reason, if



requested by LPA or Consultant, Santacruz Land Acquisitions will cease negotiations on certain parcels until corrected information or further instruction is provided to Santacruz Land Acquisitions.

Upon successful negotiations with the property owner, Santacruz Land Acquisitions will prepare all necessary conveyance documents in the forms provided by and approved by IDOT in order to complete the acquisition and obtain title approval for the property. Santacruz Land Acquisitions will submit the completed parcel file with original conveyance documents, any documents necessary for title clearance, the Negotiator's Log documenting all negotiation activities, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

In the event that Santacruz Land Acquisitions, after having made every reasonable effort to contact and negotiate with the owner of a parcel, is unable to obtain a settlement on the approved appraisal amount, Santacruz Land Acquisitions shall prepare and submit to the LPA a completed parcel file with its recommendation to acquire the parcel by means of condemnation. In addition, the file will include the Negotiator's Log, copies of all correspondence with the property owner, title commitments, plats, and all other documentation as required by the LPA.

We understand that appearances in court and/or pretrial conferences, which may include depositions, and preparation for litigation or pretrial conferences may be required by the LPA so that it may complete the acquisition of the property through condemnation. In such case, at the request of the LPA or its trial counsel, we shall make any such appearances or complete such preparation work in order to assist with this process. Such requests will be pursuant to a separate work order.

# PERSONNEL

The experienced and talented team of right of way professionals at Santacruz Land Acquisitions will be led by J. Steve Santacruz. Steve has worked on thousands of acquisition parcels for ISTHA, IDOT, Cook, Kane, Lake, and Will Counties. He has also worked for numerous township and municipalities. Steve has a reputation in the right of community of being able to handle the most complex of land acquisition transactions.

The internal support team members for Santacruz Land Acquisitions include Robin Weber, a real estate paralegal with over twenty years of experience in closing residential and commercial real estate transactions, and Jonathan Abplanalp, a District 1 fee negotiator.

# PRIOR EXPERIENCE

Santacruz Land Acquisitions was founded in 1992 as Santacruz Associates Ltd. and has grown to be one of the most dependable right of way negotiation firms in IDOT's District 1. Since it opened, Santacruz Land Acquisitions has been providing comprehensive right of way solutions, including negotiation activities and the coordination of the valuations of parcels for various public agencies. Having developed its own proprietary database overlay, we have developed great efficiencies that allow us to handle hundreds of parcels at one time keeping deadlines organized for each of our different clients.

We bring an array of services and broad disciplines in real estate which give us a distinct advantage in handling even the most complex of your land acquisition projects.

Santacruz Land Acquisitions has delivered real estate solutions for its public agencies balancing risk management and letting dates on some of the largest and most intricate projects in the State.

# 3 EXHIBITS

a. Pricing Schedule

# **Compensation for Services**

Negotiation Services	
Negotiation and acquisition services for Right of Way including, \$2 without limitation, documentation of conveyance of property interest	2,400.00
Witness Services	
Rate for each ½ day in pretrial conference or in court for Negotiator \$2	1,000.00
Hourly rate for consultation not otherwise specifically provided for herein	\$250.00
Title Services (if applicable)	
Later date commitment – In addition to actual recording costs + Administrative fee	\$25.00
Title insurance policies – In addition to actual recording costs + Administrative fee	\$25.00
Recording of Documents – In addition to actual recording costs + Administrative fee	\$25.00
Copies of recorded documents – In addition to actual copying costs & research fees + Administrative fee	\$25.00





I240 Iroquois Avenue Suite 206 Naperville, IL 60563 Phone: 630-717-2880 Fax: 630-689-5881

#### sbrady@consulttruenorth.com

#### CLIENT

Reid T. Magner, P.E. Civiltech Engineering, Inc. Two Pierce Place, Suite I400 Itasca, Illinois 60I43 RMagner@civiltechinc.com

# QUOTATION

DATE:	1/27/2017
Proposal #	TI7-054
Customer ID	CIVI
Valid Until:	3/13/2017

#### PROJECT

Church Road Bike Path Improvement Church Road Grove Avenue to Irving Park Road Bensenville, Illinois

DESCRIPTION	QUANTITY	UNIT	RATE	,	AMOUNT
Field Sampling Labor	8	HR	\$90.00	\$	720.00
Equipment, Supplies and Vehicle		DAY	\$300.00	\$	300.00
Soil Characterization Analytical					
Discrete Soil VOCs	3	EA	\$140.00	\$	420.00
Discrete Soil SVOCs	3	EA	\$225.00	\$	675.00
Discrete Soil RCRA Metals	3	EA	\$85.00	\$	255.00
Discrete Soil PCBs	2	EA	\$90.00	\$	180.00
Discrete Soil pH	3	EA	\$15.00	\$	45.00
SPLP/TCLP Metals (single metal, if necessary)	3	EA	\$85.00	\$	255.00
Soil Waste Characterization Analytical (if necessary)		EA	\$1,500.00		TBD
Waste Profile Consulting (if necessary)	2	HR	\$125.00		TBD
PSI Report, Special Provision, LPC #663 Certification	1	LS	\$3,000.00	\$	3,000.00
Project Management, Correspondences, Consulting (es	3	HR	\$125.00	\$	375.00
			0.500		
Analytical Surcharge - 4 Day RUSH			25%		
Analytical Surcharge - 3 Day RUSH			50%		
Analytical Surcharge - 2 Day RUSH			75%		

Subtotal \$ 6,225.00

Comments: True North has assumed collecting one (1) soil sample from each of three soil borings that will be advanced by a drilling contractor (contracted by Civiltech or others). The provided costs assume that the soil borings intended for environmental evaluation will be advanced during a single shift. True North will screen all sampled soils with a PID to identify potential soil management issues. The selected analytical parameters are based on the Recognized Environmental Conditions identified within the Preliminary Environmental Site Assessment prepared by others for the project site. Soil waste characterization analyses will only be performed if necessary for the above referenced costs. The above analytical costs assume a standard turn-around-time of 5-7 days. The analyses can be expedited based on the above provided analytical surcharges. The above costs do not include additional delineation sampling.

TERMS AND CONDITIONS		
I. The attached terms and conditions shall apply to this scope of work.	1	
2. Payment will be due upon receipt of invoicing.		
3. Please fax, mail, or e-mail the signed price quote to the address above.	Other	\$ -
Client Acceptance (sign below):	TOTAL Due	\$ 6,225.00
x		
Print Name:		

True North appreciates the opportunity to offer this proposal for environmental consulting and testing services. If you have any questions, please contact me at 630.717.2880.

Sean Brady, P.E.

#### 1.0 PROPOSAL ACCEPTANCE

The following terms and conditions ("Terms") shall apply to and are an integral part of the attached proposal between True North Consultants, Inc. (True North) and the Client named in the attached proposal ("Client"). Client's acceptance of the proposal includes acceptance of the Terms and any terms and conditions proposed by the Client will be deemed to materially alter the Terms and are hereby objected to and rejected by True North. Acceptance of this proposal, including acceptance of the Terms, shall occur upon the notification of True North by Client, in writing or orally, to commence performance in accordance with the proposal and the Terms.

#### 2.0 WARRANTY

The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by True North will be based solely on information available to True North. True North is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed. Client acknowledges that whenever a Project involves hazardous or toxic materials and/or investigations of chemicals in the environment, there are inherent uncertainties involved (such as limitations on laboratory analytical methods, variations in subsurface conditions and the like) that may adversely affect the results of the Project, even though the services are performed with skill and care. True North shall perform the services consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the same time the services are performed. No other warranty, expressed or implied, is made.

#### 3.0 SUBCONTRACTED AND OTHER SERVICES

- 3.1 True North will select reputable subcontractors for test borings and/or other explorations or services based on oral or written competitive prices. The contractor's invoices shall be billed in accordance with our proposal. Nothing in this paragraph shall require that services or equipment be obtained through competitive bidding or be available from multiple sources.
- 3.2 On occasion, True North engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, the cost of such services will be billed in accordance with our proposal.

#### 4.0 SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel for True North to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted True North free access to the site. True North will take reasonable precautions to limit damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal. The Client is responsible for the accuracy of locations for all subterranean structures and utilities. True North will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against True North, and agrees to defend, indemnify, and hold True North harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate True North for any time spent or expenses incurred by True North in defense of any such claim with compensation to be based upon True North's prevailing fee schedule/expense reimbursement policy.

#### 5.0 BILLING AND PAYMENT

Invoices shall generally be submitted every four weeks for services performed during the previous four weeks. Payment shall be due within 30 days of invoice date. If Client objects to all or any portion of any invoice, Client will so notify True North in writing within fourteen (14)

# SCHEDULE OF TERMS & CONDITIONS

calendar days of invoice receipt, identify the cause of disagreement, and pay within thirty (30) days that portion of the invoice, if any, not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid. Invoices are delinguent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1-1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to True North per True North's current fee schedules. In the event Client fails to pay True North within thirty (30) days after invoices are rendered, Client agrees that True North has the right to suspend this Agreement, without incurring liability to Client, after giving seven (7) days written notice to Client.

#### 6.0 DOCUMENTS AND ELECTRONIC FILES

- 6.1 Written Documents: Any letters, reports, or documents prepared by us for Client, are the instruments of our consulting and engineering services. These services provided by us are solely for Client's use for the project and site described in our proposal. Any documents prepared by us for the client shall not, in whole or in part, be disseminated or conveyed to another party, nor used by another party in whole or in part, without prior written consent from True North. The Client shall, to the fullest extent permitted by law, waive any claim against True North, and indemnify, defend, and hold True North harmless for any claim or liability for injury or loss allegedly arising from any third-party reliance on True North's instruments of service without True North's specific authorization to do so.
- 6.2 Electronic Files: The Client hereby grants permission for True North to use information and data provided by the Client, including electronic records produced or provided by the Client in the completion of the project. The Client also grants permission to True North to release True North documents electronically to Consultants, Contractors, and Vendors as required in the execution of the project.

#### 7.0 INSURANCE

True North maintains Workmen's Compensation Insurance as required by State law and General Liability Insurance for bodily injury and property damage with an aggregate limit of \$1,000,000 per occurrence. True North will furnish certificates of such insurance upon request. In the event the Client desires additional coverage of this type, True North will, upon the Client's written request, obtain additional insurance (if possible) at the Client's expense. Our liability to the Client for bodily injury or property damage arising out of work performed for the Client for which legal liability may be found to rest upon us, other than for professional errors or omissions, shall be limited to our General Liability Insurance coverage.

#### 8.0 ALLOCATION OF RISK

8.1 Limitation of Liability: Client agrees to limit True North's liability to Client, and to any other person or entity, for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this Agreement whether such claim sounds in negligence, breach of contract, strict liability, or other legal theory, except for willful misconduct or gross negligence and including any legal fees or costs awarded under this Agreement, to an aggregate limit of the amount of fees paid to True North under this Agreement, or \$50,000, whichever is greater. If Client prefers not to limit our professional liability to this sum, we shall waive this limitation upon Client's written request, provided that Client agrees to pay for this waiver at a negotiated fee. Client's request for this option must be made at the time Client accepts our proposal. In the event Client makes a claim

against us for any act arising out of the performance of our professional services, and fails to prove such claim, then Client agrees to pay all legal and other costs incurred by us in defense of such claim.

- 8.2 Waiver of Consequential Damages: True North and Client agree to waive any claim against each other for consequential damages.
- 8.3 Indemnification: True North shall indemnify and hold harmless Client from and against any and all claims, damages, or liability arising from the negligent performance of services under this Agreement by True North, including injuries to employees of True North. Client shall defend, indemnify, and hold harmless True North from and against any and all claims, damages, or liability arising from or related to Hazardous Materials existing at the Project Site prior to the commencement of True North's services under this Agreement, unless caused by the sole negligence or willful misconduct of True North.
- 8.4 Continuing Agreement: The obligations of this section shall survive notwithstanding termination of this agreement. In the event that Client requests that True North provide additional services, Client's obligations under this section shall apply to such additional services as if such additional services had to be performed as part of this Agreement.

#### 9.0 CHANGES

- 9.1 Unforeseen Site Conditions: Client reserves the right to make reasonable changes in the work to be performed after acceptance of this Agreement. Client understands that unforeseen site conditions may require changes in the Scope of Work to be performed.
- 9.2 Unauthorized Changes: If changes are made in True North's work products by Client or persons other than True North, and these changes affect our work, any and all liability against True North arising out of such changes is waived and Client assumes full responsibility for such changes unless Client has given us prior notice and have received from us written consent for such changes.
- 9.3 Client Requested Changes: Upon receipt of a change requested by Client, True North will obtain price quotations from our subcontractors and shall provide Client with a quotation of the cost of having the change performed, and any increase in contract time caused by the change. Client shall authorize the requested change by amending the contract price and contract time.

#### 10.0 NOTIFICATION OF HAZARDS

It is Client's duty to notify True North of any information Client has with respect to the existence or suspected existence of Biological Pollutants, Hazardous Materials, oil, or asbestos in the environment, including but not limited to the air, soil, and water at the site. Client will advise True North immediately of any information which Client receives regarding the existence of any such Hazardous Materials or conditions at the site which might present a threat to human health and safety or the environment or impact True North's work products.

#### 11.0 BIOLOGICAL POLLUTANTS

True North's scope of work, unless specifically outlined in our written scope of services, does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that True North will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants, in or around any structure. In addition, Client will defend, indemnify, and hold harmless Consultant from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to Biological Pollutants in or around any structure, except for damages arising from or caused by True North's sole negligence.

#### 12.0 SITE CONTROL, CONFIDENTIALITY AND DISCLOSURE

True North does not assume, by virtue of performing work on or near the site, the responsibility or liability for any aspect or condition of the site that may now or later exist to be discovered. In particular, we do not assume the responsibility to report to any governmental or regulatory agency the existence of any conditions of the site that may present a threat to human health, safety or the environment. True North will not intentionally divulge information regarding the proposal, our services or the report, and which is not in the public domain, except to Client or those whom Client designates. Notwithstanding the foregoing, Client understands that we will comply with judicial orders and applicable laws and regulations regarding the reporting to the appropriate public agencies of potential dangers to the public health, safety or the environment.

#### 13.0 RCRA COMPLIANCE

Nothing contained in this Agreement shall be construed or interpreted as requiring True North to assume the status of a generator, storer, treater, transporter, or disposal facility within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar Federal, State, or local regulation or law.

#### 14.0 DELAYS

Delays not the fault of True North or contractors shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to True North, the total project cost shall be equitably adjusted by the amount of such additional costs.

#### 15.0 DISPUTE RESOLUTIONS

Any claims or disputes between the Client and True North arising out of the services provided by True North or out of this Agreement shall be submitted to non-binding mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The Client and True North agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance.

#### 16.0 MISCELLANEOUS

- 16.1 Controlling Law: The law of the State of Illinois will govern the validity of these Terms, their interpretation and performance, as well as the contract entered into between the parties to which these Terms relate. If any part of this Agreement shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect as a separate contract and shall in no way be affected, impaired, or invalidated.
- 16.2 Severability/Integration/Modification: This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and any negotiations, proposals, or oral agreements are intended to be integrated herein and to be superseded by this Agreement. This Agreement may not be modified or altered, except by an Agreement in writing and signed by authorized representatives of both parties hereto, which specifically refers to this Agreement.
- 16.3 Waste Manifests: If during remedial construction activities waste manifests are required, Client shall provide an authorized person to sign manifests or agrees to provide True North with a written limited power of attorney to sign manifests.

#### END OF TERMS AND CONDITIONS

REVISED: January 19, 2015



January 26, 2017

Mr. Reid T. Magner, P.E. Project Manager Civiltech Engineering, Inc. Two Pierce Place, Suite 1400 Itasca, IL 60143

## SUBJECT: Proposal to Provide Phase II Wetland Science Services Church Road Bike Path, Grove Avenue to Irving Park Road Bensenville, DuPage County, Illinois

Dear Mr. Magner:

Stuedemann Environmental Consulting, LLC (SEC) is pleased to present Civiltech Engineering, Inc. (Civiltech) with this proposal to provide wetland science services for the Village of Bensenville's (Bensenville) Phase II design of the Church Road Bike Path, Grove Avenue to Irving Park Road project (Church Road Bike Path – Phase II Project), located in Bensenville, DuPage County, Illinois. Services presented herein coincide with the Church Road Bike Path engineering services provided by Civiltech to Bensenville and include wetland science related permitting services. SEC presents this proposal in the following sections: project understanding, scope of work, project team, project schedule, project costs, and proposal acceptance.

#### **PROJECT UNDERSTANDING**

SEC understands that Civiltech has been solicited by Bensenville to submit a proposal for Phase II engineering services for design of a bike path on the west side of Church Road between Grove Avenue and Irving Park Road. Civiltech has solicited SEC to perform wetland science services for the Church Road Bike Path – Phase II Project, necessary for: compliance with biological and wetland clearances from the Illinois Department of Transportation (IDOT); regulatory permitting with DuPage County Stormwater Management, Department of Economic Development, Division of Environmental Concerns (DEC); and regulatory permitting with the U.S. Army Corps of Engineers (USACE) Chicago District. To comply with and obtain permits, SEC's proposed scope of work is to coordinate and prepare the applicable wetland related documentation for permit submittals to DEC, IDOT, and the USACE.

On October 16, 2015, Civiltech provided SEC with the following Church Road Bike Path project documents for the Phase I portion of the project: Exhibit A-1 Location Map; Exhibit A-4 Flood Insurance Rate Map; and Exhibits B-1 and B-2 Plan and Profile. The Project Corridor consists of the limits presented on these exhibits, plus an additional 100 feet beyond these limits per requirements of the April 23, 2013, edition of the DuPage County Countywide Stormwater and Flood Plain Ordinance (Ordinance). SEC understands that this Project Corridor consists of residential, recreational, commercial, railway, and

riverine areas. On June 22, 2016, SEC completed the Wetland Delineation Report for the Church Road Bike Path Project.

In preparing this proposal, SEC has made the following assumptions:

- All coordination, documents, and correspondence from the Church Road Bike Path Phase I Study will be available for use by SEC in the Church Road Bike Path – Phase II Project wetland submittals;
- 2. Bensenville is a Partial Waiver Community and all wetland related permitting coordination will occur directly with DEC and the USACE;
- 3. Permit submittals are not included in this scope of work and will be conducted by Civiltech;
- 4. DuPage County Critical Wetlands, high-quality aquatic resources (HQAR), and federal or state listed endangered and threatened species habitats, are not located within, adjoining, or adjacent to the Project Corridor;
- 5. Fees associated with wetland mitigation banking or fee-in-lieu are not included in this proposal and are the responsibility of Bensenville and Civiltech;
- 6. Wetland mitigation design is not included in this proposal;
- 7. Preliminary Site Investigation (PSI) services are not included in this proposal; and
- 8. There are no additional environmental concerns within the Project Corridor that are not referenced in this proposal that would impede the DEC, IDOT, and USACE coordination and permitting process, such as the presence of state and federal endangered and threatened species, protected historical and cultural sites, and environmental due diligence.

## SCOPE OF WORK

SEC proposes to complete the requested services in one task as follows:

#### Task 1: Phase II DEC and USACE Permit Coordination

SEC proposes to prepare documents necessary to comply with the Wetland and Buffer Impact Submittal section of the Ordinance, the USACE Joint Application, and the USACE Chicago District Regional Permit Program (RPP). SEC proposes to utilize all coordination, documents, and correspondence from the Church Road Bike Path - Phase I Study for the Bensenville, DEC, and USACE permit submittals. Documents necessary for the Phase II Wetland and Buffer Impact submittals include: a Wetland Buffer Memorandum; a Wildlife Habitat Assessment Memorandum; a wetland and buffer submittal narrative; and the wetland and buffer checklists and tabs. These documents will be prepared and presented to Civiltech for inclusion in their permit submittals to Bensenville and DEC. SEC will also utilize these documents to coordinate, prepare, and submit to Civiltech for inclusion in the Joint Application to the USACE.

SEC proposes to schedule and attend on-site pre-application meetings as needed with Bensenville, DuPage County, the USACE, and Civiltech, to review the Wetland Delineation Report and other associated documents prepared by SEC. All permit submittals will be prepared and submitted by SEC's Professional Wetland Scientist. SEC will assist Civiltech through the wetland provisions portions of the Bensenville, DEC, and USACE permit submittals until all wetland related permits are received.



#### **PROJECT TEAM**

SEC proposes to manage this project out of our Geneva, Illinois office with a support network of scientists and engineers who have experience in conducting environmental science services in DuPage County. Mr. Barry Stuedemann, P.E., P.W.S. will serve as the Project Manager and Professional Wetland Scientist.

#### **PROJECT SCHEDULE**

SEC will proceed with the scope of work presented in this proposal immediately upon authorization from Civiltech. Specific schedules are unknown at this time and will be coordinated with Civiltech throughout the duration of the Church Road Bike Path – Phase II Project. The schedule to complete each task is influenced by the responses, concerns, and requests of Civiltech and the pertaining agencies.

#### **PROJECT COSTS**

SEC estimates the cost to complete tasks outlined in this proposal to be a maximum "not-to-exceed" fee of \$6,107. An itemization of these costs is presented in Table 1, Cost Estimate for Consulting Services.

The following is a summary of these costs:

	SCOPE OF WORK	Соѕтѕ
Task 1:	Phase II DEC and USACE Permit Coordination	\$6,107
Total:		\$6,107

#### **PROPOSAL ACCEPTANCE**

To indicate your acceptance of this proposal, please notify me by mail or e-mail. If you would like to authorize services by task, please indicate which tasks you are authorizing. SEC will assume the mail or e-mail correspondence as your signature and date for our authorization to proceed with the tasks presented in this proposal.

SEC appreciates this opportunity to provide environmental science services to Civiltech. If you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,

Baun H. Stredens

Baron H. Stuedemann, P.E., P.W.S. Technical Director | Managing Member Stuedemann Environmental Consulting, LLC Mobile: 630-664-4550 E-Mail: bstuedemann@stuedenv.com



#### TABLE 1 Cost Estimate for Consulting Services

#### PHASE II WETLAND SCIENCE SERVICES CHURCH ROAD BIKE PATH, GROVE AVENUE TO IRVING PARK ROAD BENSENVILLE, DUPAGE COUNTY, IL

#### Prepared for Civiltech Engineering, Inc. Prepared by Stuedemann Environmental Consulting, LLC

#### January 26, 2017

CHURCH ROAD BIKE PATH - PHASE II WETLAND SCIENCE SERVICES TASK DESCRIPTION	Project Manager	Project Coordinator	Total Hours	Direct Labor	Overhead of 150%	In-House Direct Costs	Fixed Fee	Other Direct Costs	Not-to- Exceed Costs
	\$64.00	\$24.00		(DL)	OH(DL)	(IHDC)	(FF)		
Task 1: Phase II DEC and USACE Permit Coordination	30	2	32	\$1,968	\$2,952	\$414	\$773	\$0	\$6,107
TOTAL:	30	2	32	\$1,968	\$2,952	\$414	\$773	\$0	\$6,107

DL (Direct Labor) = Hours x Hourly Rate

R (Complexity Factor) = 0

OH (Overhead Rate) = 150%

IHDC (In-House Direct Costs) = See Table Below for Itemization

FF (Fixed Fee) = 14.5% [ DL + R(DL) + OH(DL) + IHDC ]

Other Direct Costs = Testing, Drilling, and Hauling are not included in these costs.

CHURCH ROAD BIKE PATH - PHASE II WETLAND SCIENCE SERVICES DIRECT COST TASK DESCRIPTION		Mileage (\$0.535/mile)		Delivery (\$25/package)		Copies (\$0.60/page)	
	Miles	\$	Packages	\$	Pages	\$	(IHDC)
Task 1: Phase II DEC and USACE Permit Coordination	120	\$64	2	\$50	500	\$300	\$414
тот	AL: 120	\$64	2	\$50	500	\$300	\$414

Mileage (miles) = 60 miles Round Trip to/from Site

Delivery (packages) = UPS, FedEx, or USPS

Copies (pages) = Average Cost for Black and White, Color, 8" x 11.5", and 11" x 17"



#### www.mset.com

#### MIDLAND STANDARD ENGINEERING & TESTING, INC.

558 Plate Drive, Unit 6 East Dundee, Illinois (847) 844-1895 f(847) 844-3875

January 25, 2017

Mr. Reid Magner, P. E. **Civiltech Engineering, Inc** Two Pierce Place, Suite 1400 Itasca, Illinois 60143

Re: Proposal for Subsurface Exploration and Analysis Church Road Bike Path & Culvert Extension Grove Road to Irving Park Road Bensenville, Illinois

Dear Mr. Magner:

We are pleased to have the opportunity to submit the following proposal for performance of a soil exploration for the proposed improvements.

#### Project Description and Scope of Work

The proposed project consists of a subsurface soil investigation for the following planned design work.

Bike Path, 1980 lineal feet Culvert Extension 7 Subgrade Borings 2 Structure Borings

#### Method of Performance - Field Work

The pavement subgrade soil borings will be spaced at 300-foot intervals along the bike path and extended to a depth of five (5) feet below the ground surface.

The subsurface soil exploration for the culvert extension will be accomplished by performing soil borings to a depth of thirty (30) feet below the existing ground surface.

The soil borings will involve drilling a test hole that incorporates standard penetration testing and split-spoon sampling at 2-1/2 foot intervals. The boring will be performed in compliance with the current State of Illinois, Geotechnical Manual.

Laboratory testing will include moisture content determinations, consistency (penetrometer value), determination on cohesive soil samples and classification tests as required to identify the major soil type.

#### Midland Standard Engineering & Testing, Inc.

#### Method of Performance - Analysis and Report

We propose to mobilize a drill rig to the site after access permission, notice to proceed, layout, and utility clearance. We will provide a Field Engineer at the site during the drilling to observe the exploration, perform field tests and measurements, prepare field reports, and maintain contact with our office. In this way, the program can be adjusted as it progresses and more is known about the site. Results of our fieldwork and a preliminary analysis will be available as the work is completed. A formal report would be provided shortly thereafter.

Our testing program will include laboratory tests to determine the classification, strength, water content, and other physical properties of the soils. The results of our field exploration and lab tests will be used in the engineering analysis and the formulation of our recommendations. The results of our work will be presented in a written report, prepared by a Registered Professional Engineer. An electronic copy of the report will be provided.

#### Fees

We propose to provide this work at the unit rates quoted on the attached Schedule of Services and Fees, Attachment 1. These estimated quantities and unit rates are based on information as outlined in this proposal and experience on past projects. On the basis of the above information, we estimate that these services can be provided for a fee of: **\$ 5,260.00**. We will not exceed this amount with out prior authorization.

#### General

Our staff is acquainted with the local subsurface conditions and has participated in the planning, development and execution of numerous soil explorations in this area. We are looking forward to working with you on this project.

Respectfully Submitted, MIDLAND STANDARD ENGINEERING & TESTING, INC.

Willim Ulgz sat.

William J. Wyzgala, P.E. Principal Engineer

WJW

Enclosure: Attachment 1 and General Conditions

#### ATTACHMENT 1 SCHEDULE OF SERVICES AND FEES

Church Road Bike Path and Culvert Extension

Bensenville, Illinois

<u>ltem</u> Field Services	Estimated Quantity	Unit Cost	Extention
Mobilization of Drilling equipment and Personnel, lump sum	1	\$400.00	\$400.00
Subgrade Probe Boring, Five-Foot Depth, with Split Spoon Samples, per foot	35	\$19.00	\$665.00
Structure Soil boring with Split spoon soil sampling , 0 to 30 feet deep, per foot	60	\$22.00	\$1,320.00
		 Field Services Total:	\$2,385.00
Laboratory Services			
Moisture Content Determinations, ea	40	\$6.00	\$240.00
Soil Classification Test, Atterberg	1	\$179.00	\$179.00
Limits & Grain Size by Hydrometer, each	T	\$179.00	\$179.00
Engineering Services for Soil Exploration Including		oratory Services Total:	\$419.00
Layout Coordination, Utility Clearance and Permits Drilling Supervision and Preparation of Soil Boring Analysis for Pavement Subgrades & Treatments Analysis and Recommendations for Structures Foundations, Materials, and Construction Procedu Report Preparation and Consultation	Logs		
Principal Engineer, per hr.	1	\$145.00	\$145.00
Geotechnical Engineer, per hr.	4	\$125.00	\$500.00
Staff Engineer, per hr.	6	\$100.00	\$600.00
Field Engineer, per hr.	12	\$95.00	\$1,140.00
Field Technician, per hr.	0	\$90.00	
Word Processing, per hr.	1	\$71.00	\$71.00
	E	ngineering Cost Total:	\$2,456.00
		PROJECT TOTAL:	\$5,260.00

# Midland Standard Engineering & Testing, Inc.

**CIVIL** • GEOTECHNICAL • CONSTRUCTION MATERIALS

#### ENGINEERING AND ASSOCIATED SERVICES

Fees for our services will be based upon the time worked on the project at the following rates:

Principal or Consulting Engineer	Г
Project Engineer or Project Geologist	SAL
Senior Engineer, Senior Designer,	0
Or Senior Resident	PROP
Staff Engineer or	PR
Senior Engineering Technician	SEE
Secretarial Services	SE

#### REIMBURSABLE EXPENSES

The following items are reimbursable to the extent of actual expenses:

- 1. Transportation, lodging, and subsistence for out of town travel
- 2. Special mailing and shipping charges.
- 3. Special materials and equipment unique to the project.
- 4. Automobile travel to projects.

#### TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, we may obtain the service of reputable subcontractors to perform such work.

#### SPECIAL RATES

Per Diem or other special rates can be established for specific projects when conditions indicate the desirability of such rates.

#### ACCESS TO SITES

Unless otherwise agreed, the Client will furnish us with right-of-access to the site in order to conduct the planned exploration. We will take responsible precautions to minimize damage to the site due to our operations, but have not included in the fee the cost of restoration of any damage resulting from the operations. If the client desires, we will restore any damage to the site and add the cost of restoration to the fee.

#### INCREASES

Fee schedule increases made by our firm on an over-all client basis will be applied to work on all projects as they become effective. At least 30 days advance notice of such increases will be given.

#### FEE AND RATE SCHEDULE GENERAL CONDITIONS

#### INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of the services. Invoices will show charges for different personnel and expense classifications. A more detailed separation of charges and backup data will be provided at client's request, but each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of 1½% per month, or the maximum rate allowed by law, on past due accounts. The client's obligation to pay for the work contracted is in no way dependent upon the client's ability to obtain financing, zoning, approval of governmental or regulatory agents, or upon the client's successful completion of the project.

WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE WORK UNDER OUR AGGREEMENT UPON FAILURE OF TE CLIENT TO PAY INVOICES AS DUE.

#### INSURANCE

We maintain Workman's Compensation Insurance and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury (limit \$1,000,000. each occurrence, \$1,000,000. aggregate), and property damage (limit \$1,000,000. each occurrence, \$1,000,000. aggregate). Within the limits of said insurance, we agree to hold the client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of ourselves, our employees, agents, subcontractors and their employees and agents. If the client places greater responsibilities upon us or requires further insurance coverage, we, if specifically so directed, will take out additional insurance (if producible) to protect us, at the client's expense. But we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of our insurance.

#### LIMITATION OF PROFESSIONAL LIABILITY

The Client recognizes the inherent risks connected with construction. In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of our 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 us on account of any design defect, error, omission, or professional negligence to a sum not exceed \$50,000, or the amount of our fee, whichever is greater.

Initial\_\_\_

TYPE:

#### SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works DATE: February 28, 2017

## **DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with Go Painters, Inc. for the 2017 Fire Hydrant Sandblasting and Painting Program in the Not-to-Exceed Amount of \$39,000

## SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

\_\_\_\_\_

- X Financially Sound Village
- X Quality Customer Oriented Services
- X Safe and Beautiful Village

X Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors

## **COMMITTEE ACTION:**

I & E (unanimously approved 6-0)

DATE:

February 21, 2017

## BACKGROUND:

This program is for sandblasting, priming and painting of the fire hydrants within the Village's water system. In the past, fire hydrant painting was performed by paintbrush application. Over the course of fifty years, the paint built up and without preparation (sandblasting and priming), the new paint will not adhere well to the hydrant. The Village Public Works Department maintains approximately 1200 hydrants. The hydrant painting program will be accomplished over two years. The first phase will be conducted North of the Canadian Pacific Railroad. This area contains around 650 hydrants. The process is to sandblast the entire hydrant down to bare metal, apply a single primer coat and then apply two coats of paint. The paint/primer are commercial grade products from Sherwin – Williams. The contractor is responsible to haul away all sandblasting material and debris. For firefighting purposes, all Village-owned hydrants will be painted red and all private hydrants yellow to indicate their difference. There are about 100 private hydrants north of the tracks.

In 2015 the Village of Bensenville partnered with multiple DuPage County municipalities to form MPI, (a multi community consortium formed to bid on Public Works projects and programs). Each community decides what service contracts in which to participate. After a contract is bid and read, each community that participated in the bidding process decides if they want to accept the contract. Participation in a bidding process does not obligate any community to sign a contract. Every MPI contract has a specific municipality assigned to create and advertise the bid documents. Lombard took the lead on behalf of its partner communities to solicit bids for a three year renewable contract to sand blast and paint fire hydrants within the partner communities.

## **KEY ISSUES:**

Continental Construction Company provided the lowest bid but failed to fulfill the bid requirements, so a termination of award letter was submitted. Go Painters, Inc. was the second lowest bidder and was utilized by several municipalities (Lombard, Downers Grove, Glen Ellyn) in 2016 with favorable feedback. Go Painters is honoring their 2017 bid price of \$60/hydrant.

This year's project includes 650 hydrants NORTH of the railroad tracks at a cost of \$39,000 (\$60 / hydrant). The 2018 Project will include 550 hydrants SOUTH of the railroad tracks at a cost of \$35,200 (\$64 / hydrant). The total cost of the two year program is \$74,200.

## ALTERNATIVES:

Discretion of the Village Board.

## **RECOMMENDATION:**

At the February 21, 2017 Infrastructure & Environment Committee Meeting, the Committee recommended approval (6-0) of the Resolution.

## **BUDGET IMPACT:**

\$40,000 has been allocated for this project in Water Distribution account 51050540-549990.

# ACTION REQUIRED:

Approval of a Resolution authorizing the execution of a contract with Go Painters, Inc. for the 2017 Fire Hydrant Sandblasting and Painting Program in the amount of \$39,000.

#### ATTACHMENTS:

Description	<u>Upload Date</u>	<u>Type</u>
RES - 2017 Hydrant Painting	2/14/2017	Resolution Letter
BID - 2016-2018 Hydrant Painting - Go Painters	2/14/2017	Backup Material
BID TAB - 2016-2018 Hydrant Painting	1/9/2017	Backup Material
EMAIL FROM MPI - 2016-2018 Hydrant Painting	2/3/2017	Backup Material
BID REJECTION - 2016-2018 Hydrant Painting	1/9/2017	Backup Material

#### **RESOLUTION NO.**

## AUTHORIZING THE EXECUTION OF A CONTRACT WITH GO PAINTERS, INC. FOR THE 2017 FIRE HYDRANT SAND BLASTING AND PAINTING PROGRAM IN THE AMOUNT OF \$39,000.00

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

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

WHEREAS the Village of Bensenville owns and maintains over 1,200 water hydrants throughout the Village, and

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

WHEREAS the Village of Bensenville desires to hire a contractor to sandblast and paint all Village-owned hydrants over the next two years, and

WHEREAS the Village of Bensenville through the Municipal Partners Initiative (MPI) solicited formal bids for the sandblasting and painting, and

WHEREAS Go Painters, Inc. was recommended by MPI to perform desired services for 2017 while adhering to the 2016 proposal, and

WHEREAS the Village desires to utilized the services of Go Painters, Inc. for 2017 hydrants north of the railroad tracks.

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

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing a contract with Go Painters, Inc. of Maywood, IL for fire hydrant blasting and painting in the not-to-exceed amount of \$39,000.

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

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

APPROVED:

Temporary Chairperson

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

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

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

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

**INVITATION FOR BIDS** 

# RFB # 2016-001

# **BID DOCUMENTS AND SPECIFICATIONS**

# HYDRANT SANDBLASTING AND PAINTING PROGRAM

FOR THE MUNICIPALITIES OF:

BENSENVILE, DOWNERS GROVE, LOMBARD, GLEN ELLYN, WEST CHICAGO, WHEATON, and WINFIELD



VILLAGE OF LOMBARD PUBLIC WORKS DEPARTMENT 1051 S. HAMMERSCHMIDT AVENUE LOMBARD, ILLINOIS 60148 (630) 620-5740

## **LEGAL NOTICE**

Official notice is hereby given that sealed bids will be received at the Lombard Public Works Department, 1051 S. Hammerschmidt Avenue, Lombard, IL 60148 until 11:00 a.m. local time on April 1, 2016, and then at said office publicly opened and read aloud for the following:

#### RFB: 2016-001 RFB ON: HYDRANT SANDBLASTING AND PAINTING FOR THE MUNICIPALITIES OF:

# BENSENVILLE, DOWNERS GROVE, LOMBARD, GLEN ELLYN, WEST CHICAGO, WHEATON, AND WINFIELD

Scope of work includes: sandblasting, priming, and all prep work required to paint fire hydrant throughout the Municipalities.

Plans, specifications and bid forms may be obtained at the Lombard Public Works Department, 1051 S. Hammerschmidt Avenue, Lombard, IL 60148, or by calling (630) 620-5740.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Lombard for not less than five percent (5%) of the bid amount. The successful bidder must furnish a satisfactory performance and payment bond in the full amount of the bid.

# All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 *et seq.* & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et. seq*).

Offers may not be withdrawn for a period of ninety (90) days after closing date without the consent of the Municipalities.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, may be disqualified and returned to the bidder.

The Municipalities reserve the right to reject any and all bids or parts thereof, to wave any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Municipalities.

Dated: March 21, 2016 Carl Goldsmith Director of Public Works

#### I. INTENT

It is the intent of the Village of Bensenville (BENSENVILLE), the Village of Lombard (LOMBARD), the Village of Glen Ellyn (GLEN ELLYN), the City of West Chicago (WEST CHICAGO), the City of Wheaton (WHEATON), and the Village of Winfield (WINFIELD), (collectively, the "Municipalities") to jointly bid hydrant sandblasting and painting, and award these services to a single contractor ("Contractor").

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Lombard is conducting the bidding process on behalf of the municipalities. Each City and Village's municipal manager or board of trustees/council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130/0.01et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

#### 2. PRE-BID CONFERENCE

There will be no pre-bid conference. However, Contractors interested in bidding this work are urged send any questions in writing to Brian Jack, Utilities Superintendent at <u>jackb@villageoflombard.org</u> or to the Village of Lombard Public Works address. Contractors are warned that no allowance will be granted to bidders unfamiliar with the work.

#### 3. BID PRICE

The Municipalities of Bensenville, Lombard, Glen Ellyn, West Chicago, Wheaton, and Winfield request pricing for the base bid of year (1) one and firm/fixed pricing for years (2) two and (3) three for hydrant sandblasting and painting.

Contractor must be able to complete the entire sum of hydrants for all Municipalities within each contract year. Failure may result in non-extension or termination of future contract years.

The Contractor shall identify the discount per municipality if equipment staging is allowed at municipal facilities.

#### 4. AWARD

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

Award shall be made on a total lump sum of the base bid (year one only). The Village reserves the right to award multiple years, to award the bid in part or in whole or not award, and/or reject any or all bids, whatever is deemed to be in the best interest of the Municipalities.

Each year, the individual Municipalities shall award their work to the Contractor independently of the other Municipalities after having secured permission to do so from their respective corporate authorities. Work shall proceed in an individual Municipality per its scheduling with the Contractor regardless of whether all of the Municipalities' corporate authorities have approved their awards to the Contractor for their respective work by the individual Municipality's scheduled start date.

#### 5. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to the Village of Lombard to serve as a guarantee that the bidders shall enter into a contract with the Municipalities to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Lombard 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 performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement will be rejected as non-responsive.

#### 6. VOLUME/ESTIMATED QUANTITY

The quantities identified herein are estimates quantities. The Municipalities do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipality's requirements whether more or less than the estimated amount.

The Municipalities reserve the right to increase and/or decrease quantities, add or delete locations or municipalities during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

In the event awarded Contractor (s) is unavailable, the Municipalities reserve the right to use whatever Contractor is available to minimize and/or mitigate damages to their Municipality.

#### 7. TERM

The term of the contract shall be for one (1) year from the date of award for the Base Bid Municipalities identified herein, including Emergency Services. The Municipalities reserve the right to renew this contract for two (2) additional one (1) year periods subject to acceptable performance by the Contractor. At the end of any contract term, the Municipalities reserve the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

The Contractor shall begin hydrant sandblasting and painting services for the Municipalities in spring/summer of each year. The completion date each year shall be 60 (sixty) days from the NOTICE TO PROCEED from each Municipality. The completion date may be extended for a Municipality upon mutual written consent by the Municipality and the Contractor.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds; no charges shall be assessed for failure of either municipality to appropriate funds in future contract years.

#### 8. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened no modifications shall be permitted without the approval of the Municipalities.

#### 9. CONTACT WITH MUNICIPAL PERSONNEL

All bidders are prohibited from making any contact with the municipalities' Presidents, Trustees, or any other official or employee of the municipalities (collectively, "Municipal Personnel") with regard to the Project, other than in the manner and to the person(s) designated herein. The Lombard Village Manager reserves the right to disqualify any bidder found to have contacted Municipal Personnel in any manner with regard to the Project. Additionally, if the Lombard Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

#### **10. DOCUMENT OBTAINED FOR OTHER SOURCES**

The Village of Lombard is the only official source for bid packages and supporting materials. Registration with the Village of Lombard is the only way to ensure bidders receive all Addenda and other Notices concerning this project. The Village of Lombard cannot ensure that bidders who obtain bid packages from sources other than the Village of Lombard will receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at the Village of Lombard's discretion, be rejected as non-responsive and/or the bidder disqualified. In such cases, the Village of Lombard will NOT rebid the project absent extraordinary circumstances.

#### 11. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Lombard shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the RFB, and as otherwise required by the Village of Lombard, including, but not limited to:

• Certificate of insurance naming each additional Municipality as an additional insured

#### 12. RESERVATION OF RIGHTS

Each Municipality reserves the right to accept the Bidder's Proposal that is, in their judgment, the best and most favorable to the interests of the Municipality and the public; to reject the low Price Proposal; to accept any item to any Bidder's Proposal; to reject, and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Municipalities opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by one or more of the Municipalities shall not be considered an alteration of the bids.

#### 13. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be qualified contractors and demonstrate the capability to provide services required in accordance with the bid specifications. This would include:

- A. Bid pricing
- B. Emergency Response Rate and Minimum Call Out Time
- C. Compliance with specifications
- D. Previous Municipality Experience
- E. Submittal compliance
- F. References

#### 14. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein (use additional sheets if necessary)

In the event the Contractor requires a change of the subcontractor (s) identified a written request from the Contractor and a written approval from the Municipalities is required.

Notwithstanding written consent to subcontract approved by the Municipalities, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

#### 15. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to used.

#### 16. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: <u>goldsmithc@villageoflombard.org</u>. Questions are requested prior to the Bid Opening and are required **no later than 4:00** p.m. on March 25, 2016.

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Lombard to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

The Municipalities recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Lombard will be

able to answer every request for further information or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.

#### 17. PROTEST PROCEDURE

Any bidder wishing to file a protest regarding the proposal process may do so by giving written notice to the Village Purchasing Manager within seven calendar days of the closing time and date. This notice should include the title of the requirement, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this procurement which is not disposed of by agreement shall be decided by the Purchasing Manager. The decision of the Purchasing Manager or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Purchasing Manager.

#### 18. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References
- B) Disqualification of Certain Bidders
- C) Affidavit/Anti-collision
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors
- G) Participation Affidavit

#### **19. RESPONSIVE BID**

20.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.

20.2 Bidders shall promptly notify the Village of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

#### 20. INSURANCE

During the term of the contract, the CONTRACTOR shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the State of Illinois such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or 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. Comprehensive General Liability - \$1,000,000 per occurrence and shall include coverage for products and completed operations liability, independent CONTRACTOR'S liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; the general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000, or a project/contract specific aggregate of \$1,000,000

21.2. Auto Liability - Combined Single Limit Amount of \$1,000,000.00 on any CONTRACTOR owned, and/or hired, and/or non-owned motor equipments engaged in operations within the scope of this contract;

21.3. Workers Compensation – covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and

21.4. Owners and CONTRACTORS Protective Liability \$1,000,000 Combined be no less than \$2,000,000.00 on a project aggregate.

21.5. Umbrella Coverage - \$2,000,000.00.

21.6 Contractor agrees that with respect to the above required insurance:

21.6.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;

21.6.2 To provide separate endorsements: to name each Municipality as additional insured as their interest may appear, and; to provide thirty (30) days notice, in writing, of cancellation or material change.

21.6.3 The Contractor's insurance shall be primary in the event of a claim.

21.6.4 Each Municipality shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

21.6.5 A Certificate of Insurance that states the each Municipality has been endorsed as an "additional insured" by the Contractor's <u>insurance carrier</u>. Specifically, this Certificate <u>must</u> include the following language: "The (municipality's name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number\_\_\_\_\_\_ on a primary and non contributory basis for general liability and automobile liability coverage for the duration of the contract term."

21.7 Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Village of Lombard may purchase such insurance coverages and charge the expense thereof to the Contractor.

#### 22. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village of Bensenville ("BENSENVILLE"), the Village of Glen Ellyn ("GLEN ELLYN"), the Village of Lombard ("LOMBARD"), the City of West Chicago ("WEST CHICAGO"), the City of Wheaton ("WHEATON"), and the Village of Winfield ("WINFIELD") (collectively, "MUNICIPALITIES") which include their representatives, agents, servants, 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 attorney's 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 property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Village of Bensenville ("BENSENVILLE"), the Village of Glen Ellyn ("GLEN ELLYN"), the Village of Lombard ("LOMBARD"), the City of West Chicago ("WEST CHICAGO"), the City of Wheaton ("WHEATON"), and the Village of Winfield ("WINFIELD") (collectively, "MUNICIPALITIES") (collectively, "Municipalities"), its agents, servants, or employees or any other person indemnified hereafter.

#### 23. CHANGE IN STATUS

The Contractor shall notify the Village of Lombard and each Municipality immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Municipalities shall have the option to terminate the contact with the vendor immediately on written notice based on any such change in status.

#### 24. CHANGE ORDERS

The Municipalities believe that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications. All Change Orders and alternative suggestions must be approved by the Village of Lombard prior to execution.

- 24.1 Change Orders shall comply with 720 ILCS 5/33E-9.
- 24.2 In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.
- 24.3 The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to both extras and credits and for work

performed by the Contractor, a Subcontractor, or Sub-subcontractor.

- 24.4 Detailed written Requests for Change Orders must be submitted to the Municipality's Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Municipality's Purchasing Manager.
- 24.5 Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.
- 24.6 A written Change Order must be issued by the affected Municipality's Purchasing Manager prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

#### 25. INVOICES, PAYMENTS, AND QUANTITIES

The Contractor shall submit invoices to each Municipality detailing the services provided directly to the respective Municipality. All services shall be invoiced based on unit pricing and quantities used. The Municipalities shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipality. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Bensenville	Village of Lombard	Village of Glen Ellyn
Director of Public Works	Director of Public Works	Director of Public Works
717 Jefferson St.	1051 S Hammerschmidt Ave.	30 S. Lambert Rd.
Bensenville, IL 60106	Lombard, 1L 60148	Glen Ellyn, IL 60137
City of West Chicago	City of Wheaton	Village of Winfield
Director of Public Works	Director of Public Works	Director of Public Works
475 Main St.	821 W. Liberty Dr.	27W465 Jewel Rd.
West Chicago, IL 60185	Wheaton, IL 60187	Winfield, IL 60190

#### 26. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Lombard Project Specifications; The Village of Lombard General Terms & Conditions, The Village of Lombard Invitation for Bids, General Terms & Specifications and the Contractor's Bid Response.

#### 27. JURISDICTION, VENUE, CHOICE OF LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of DuPage County, State of Illinois for the Municipalities whose office is in DuPage County, in the Circuit Court of Will County, State of Illinois for the Municipalities whose office is in Will County and in the Circuit Court of Cook County, Illinois for Municipalities whose office is in Cook County.

#### 28. NON-ENFORCEMENT BY THE VILLAGE

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Village, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

#### 29. INDEPENDENT CONTRACTOR

## SCHEDULE OF PRICES

# Company Name: <u>GOPATUTERS INC</u>. Address: <u>SOON 6th AVE</u> City, State, Zip Code: <u>MAYWOOD 11 60 153</u>

PROJECT

HYDRANT SANDBLASTING AND PAINTING RFB #2016-001

HYDRANT SANDBLASTING AND PAINTING Per the specifications identified herein

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Item No.	MUNICIPALITY	U/M	Quantities		U	nit Pric	ce Extended Pric		rice		
110.			2016	2017	2018	2016	2017	2018	2016	2017	2018
1	Bensenville	EA	0	650	550	58%	60==	64**		39,000	35,300
2	Downers Grove	EA	600	700	800	58	60	64	34.800	42,000	SIIZ∞
3	Lombard	EA	800	500	0	58	60	64	46,400	30,000	
4	Glen Ellyn	EA	575	0	150	58	60	64	33,350		9,600
5	West Chicago	EA	500	500	500	58	60	64	29,000	30,000	32,000
6	Wheaton	EA	250	300	300	58	60	64	14,500	18,000	19,200
7	Winfield	EA	300	100	0	58	60	64	17,40	6,000	
	TOTALS By Year	EA	3,025	2,750	2,300	4	C 2		175,450	165,000	147,200

WILL THE CONTRACTOR UTILIZE SPACE AT A MUNICIPAL FACILITY TO STORE EQUIPMENT OVERNIGHT?	
Bensenville	
Downers Grove	
Lombard	
Glen Ellyn	
West Chicago	11

Wheaton	1_%
Winfield	<u>1_</u> %

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. NOTE TO BIDDERS: Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that, they are not harred from bidding on this contract as a result of a violation of either. Section 33E-3 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:	Company Name: JO, Painters Inc.
Typed/Printed Name: Jorg & Occoura	Date: 03 /30 / 20 / 6
Title: President	Telephone Number: 777-799 -6590
E-mail gopointers agrial com	

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village.

#### 30. TERMINATION

The Municipalities reserve the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating Municipalities for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Municipalities shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

#### 31. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

#### 32. MUNICIPALITY CONTRACTOR'S LICENSE

The most responsive and responsible bidder, prior to commencing any work, must have a valid Contractor's License on-file with the respective Municipality's Development Department, if applicable.

#### 33. NON APPROPRIATIONS

The Municipalities reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the either Village Board of Trustees or City Council of the affected Municipality.

#### 34. PROTEST PROCEDURE

Any bidder wishing to file a protest regarding the proposal process may do so by giving written notice to the Village of Lombard Purchasing Manager within seven calendar days of the closing time and date. This notice should include the title of the requirement, the bid number, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this procurement which is not disposed of by agreement shall be decided by the Village of Lombard Purchasing Manager. The decision of the Village of Lombard Purchasing Manager or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Purchasing Manager.

#### 35. UNBALANCED BIDS.

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Lombard will review all unit prices submitted by the apparently lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Municipalities.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Municipalities, the right is reserved to reject such bid at the discretion of the Village of Lombard.

#### 36. OMISSIONS/HIDDEN CONDITIONS

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

#### **37. AUDIT/ACCESS TO RECORDS**

- A. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of contract amendments, change orders) and a copy of the cost summary submitted to the Municipality. The Auditor General, the Municipality, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.
- B. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- C. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns a Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- D. Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

#### **38. WITHDRAWL OF BID**

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the respective Villages Board of Trustees or City Council have accepted said bid.

#### **39. COMPETENCY OF BIDDER**

If requested in writing by a municipality, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

#### 40. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Lombard shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the CFB, and as otherwise required by the Village of Lombard, including, but not limited to:

- 100% performance and payment bonds for the project awarded award by other Municipalities
- Certificate of insurance naming each additional Municipality as an additional insured
- Certified payrolls to each additional Municipality for work performed

#### 41. Compliance with Freedom of Information Act

6.4

The Village is required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the Village to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the Village, copies of any and all such documents when directed to do so by the Village. All such documents shall be delivered to the Village Clerk's Office no later than five (5) working days after the date of the Village's direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Village to the Contractor which shall be paid immediately by the Contractor upon demand of the same by the Village.

#### MUNICIPALITIES STATE OF ILLINOIS

#### MARCH 2016

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
  - 1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."
  - 1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."
  - 1.3 The Public Works Employment Discrimination Act. 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."
  - 1.4 Contractor shall comply with the Illinois Human Rights Act. 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act. 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."
- 3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq. provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for DuPage County must be prominently posted at the project site by the Contractor.
  - 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."
    - 4.1.1 The Municipality shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Municipality. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.
    - 4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall <u>not</u> be cause for any adjustment in the Contract Sum.

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- 4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."
  - 4.2.1 The Contractor shall submit to the Municipality by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.
  - 4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.
  - 4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.
- 5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age..at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the municipality or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract

The current Prevailing Wages Rates for DuPage County can be found at:

http://www.state.il.us/agency/idol/rates/ratesHTM

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## **SCOPE OF WORK**

#### 1. PROGRAMOVERVIEW

The Municipalities own, maintain, and operate their own water systems. The hydrants to be sandblasted represent a variety of makes from manufacturers such as, Eddy, Mueller, Clow, Waterous and Traverse City.

The contractor shall provide all labor, equipment, and materials to sandblast and paint fire hydrants. If necessary, the Municipality will allow contractor (with prior permission granted) to barricade spaces in public parking areas, such as at the Municipality's train stations, to ensure access to the hydrant for the contractor and minimize or eliminate any potential damage to vehicles.

#### 2. SCOPE OF WORK

The contractor shall be responsible for sandblasting and painting selected hydrants. The Municipality will make every effort to identify hydrants for painting that are nearby one another, however the Municipality may require a hydrant outside of the identified area be sandblasted and painted.

#### 3. TECHNICAL SPECIFICATIONS

Hydrants shall be sandblasted and painted in accordance with these specifications.

#### 3.1 Site Preparation and Protection

The contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Municipality will allow contractor (with prior permission granted) to barricade spaces in public parking areas, such as at the Municipality's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the Municipality 36 hours in advance.

#### 3.2 Sandblasting

The contractor shall remove all paint from fire hydrants leaving the entire metal surface of the hydrant exposed via high pressure air blasts using eco-friendly crushed glass media, or approved equal by the Public Works Director. Any paint remaining on the hydrant shall be removed using a wire brush. The hydrant caps are to remain on during the basting process. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the Municipality immediately.

#### 3.3 Painting

*Paint-* All material shall be brought to the job site in the original sealed and labeled containers of the paint manufacturer and shall be subject to inspection by the Municipality. The CONTRACTOR shall submit to the Municipality, immediately upon completion of the job, certification from the paint manufacturer indicating that the quantity of each coating purchase was sufficient to coat all surfaces in accordance with the specifications and manufacturer's recommendations.

*Prime coat-* Immediately after surface preparation is complete; one coat of primer paint shall be applied to all exposed metal surfaces of the hydrant. All peaks in the surface profile shall be thoroughly coated. Choice of primer will be determined by each individual Municipality. The Municipality shall choose one of the following primers: Sherwin Williams Kern Bond HS white or gray, or Themee Series 37H Chem Prime HS Gray. The primer shall be applied per the manufacturer's specifications for complete coverage.

Top coat- After the primer coat has thoroughly dried; the CONTRACTOR shall apply a top coat to all surfaces to achieve a wet film thickness recommended by the manufacturer. Choice of top coat will be determined by each individual Municipality. The Municipality shall choose one of the following paints for the top coat: Sherwin Williams Industrial Urethane Alkyd Enamel Sherwin Williams Steel-Master 9500, or Themee Series 82HS-02SF Versatone. Hydrant colors will be specified by each individual municipality.

2nd Top coat - Apply a second top coat after the manufacturer's recommended drying time to provide complete coverage.

Primer and paint thickness shall be applied according to manufacturer's minimum spreading rate per coat plus 1.0 mils. Wet film thickness shall be measured in accordance with current ATSM D4415-95 "Standard Practice for Measurement of Wet Film Thickness by Notched Gages". Dry film thickness shall be measured in accordance with current SSPC PA2, "Dry Paint Thickness with Magnetic Gauges". If the specified thickness is not obtained, an additional coat(s) of paint shall be applied.

Paint and primer shall be applied evenly to prevent drips. If paint or primer is applied using a spray method, the CONTRACTOR shall not spray hydrants on days when wind exceeds twenty (20) M.P.H., unless a protective enclosure is used.

The CONTRACTOR shall apply paint in strict accordance with the applicable manufacturer's printed data sheet and container label outlining minimum and maximum surface and air temperatures required for application. Paint shall not be applied to wet damp surfaces and shall not be applied in the rain, snow, fog or mist or when the relative humidity exceeds 85%.

No paint shall be applied when it is expected that the relative humidity will exceed 85% and/or the air temperature will drop below recommended levels within 12 hours after paint application. Dew or moisture condensation should be anticipated, and if such conditions are prevalent, painting shall be delayed until certain that the surfaces are dry.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the contractor shall place signage on or around the hydrant indicating that there is wet paint. After the primer coat, top coat, or 2nd top coat of paint is dry to the touch, the signage may be removed. Wet paint signage shall be approved by the Municipality before use.

#### 3.4 Site Clean-Up

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The contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

#### 3.5 Damage to Parkway

Damage to the parkway caused by the contractor shall be repaired by the contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

#### 4. SCHEDULING OF WORK

The contractor shall schedule all work with the Public Works Director or his designee. The sandblasting and painting of most fire hydrants will be done during regular business hours, 7 am to 3 pm. All hydrants identified by the Municipality shall be sandblasted within 60 (sixty) days of NOTICE TO PROCEED.

# Contractor must be able to complete the entire sum of hydrants for all Municipalities within each contract year. Failure may result in non-extension or termination of future contract years.

#### 5. WORKZONE SAFETY AND PROPERTY PROTECTION

The contractor shall be responsible for all work zone safety including proper traffic control when necessary. The contractor shall also be responsible for ensuring private property is not damaged while performing the work.

#### 6. DAMAGE TO PRIVATE PROPERTY

The contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Municipality).

#### 7. WARRANTY

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice by each Municipality. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determine by a Municipality the workmanship is not sufficient to the Municipality's standards, the Contractor shall return and repair to the satisfaction of the Municipality at no additional cost to the Municipality.

Each Municipality shall be the sole determiner of what constitutes satisfactory workmanship for their Municipality.

#### **CONTRACTORS REFERENCES**

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality:	
City, State, Zip Code: Contact Person/ Telephone Number: Dates of Service/Award	
Municipality:	
Contact Person/Telephone Number: Dates of Service/Award	
Agency:	
City, State, Zip Code: Contact Person/ Telephone Number: Dates of Service/Award	
Agency:	
Agency:	
Address:	
City, State, Zip Code: Contact Person/ Telephone Number: Dates of Service/Award Amount:	

**DISQUALIFICATION OF CERTAIN BIDDERS** 

· . .



To: VILLAGE OF LOMBARD

**REFERENCES:** 

,

VILLAGE OF BLOOMINGDALE PROJECT: JUNE 2014 Sandblasting and painting street light poles. Cost of project .38,000. Around 70 metal poles With same products ,macropoxy and zinc primer Location: 201 s Bloomingdale RD. Bloomingdale IL. 60108 Contact: Jon Nero. 630-886-9227

## VILLAGE OF HIGHLAND PARK

PROJECT: JUNE 2014.Sand blasting and painting ,light poles ,benches ,bollards, all amenities by down town .industrial painting Project of 79,000 1150 Half Day Rd, Highland Park IL,60035 Guadalupe Gonzales, 847-980-2689

VILLAGE OF RIVER FOREST: PROJECT: MAY 2014, JUNE 2015 Sand blasting and painting on fire hydrants, and pump house , industrial finishes Project cost 17,800 first year, 11,730 second year 400 Park Avenue River Forest IL60305 Mark Janopolous, 708-205-2085



VILLAGE OF BANNOCKBURN PROJECT: OCTOBER 2015 Sand blasting and paint on fire hydrants Project cost 18,600 2275 Telegraph Rd,Bannockburn IL,60015 David Dewalt 847-478-9700 Steven Bennett 847-344-4490

VILLAGE OF LAKE ZURICH PROJECT: JULY,2015 Sand blast and paint on fire hydrants Project cost,18,953 Peter A. Stoehr 847-325-7318 70 East Main st Lake Zurich IL,60015

VILAGE OF HAZEL CREST PROJECT:SEPTEMBER 2013,2014,2015 Sand blast and paint fire hydrants Project cost 13,000 each year John Baldovin 708-335-9663 John 708-646-3430 300 w 170 pl. Hazel Crest IL,60429

## VILLAGE OF HINSDALE

Project: 2014 Fire Department and Police Department buildings. Fire house on fire department Contact: Deputy Chief of Administration Police department Mark Wodka (630) 789-7086 Fire department :Timothy McElroy:630-789-7067 Email: mwodka@villageofhinsdale.org Location: Hinsdale Police Department 121 Symonds Drive Hinsdale IL 60521 

## **CONTRACTOR INFORMATION**

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Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality:		
Contact Person/		
Telephone Number: Dates of Service/Award		
Municipality:		
Address:		
Contact Person/Telephone		
Number:		
Dates of Service/Award		
•••••••••••••••••••••••••••••••••••••••		
Agency:		
Address:		
City, State, Zip Code:		
Contact Person/		
Dates of Service/Award		
		_
Agency:		- Sector de la companya de la companya
Address:	4	INTEGRAL STAT
City, State, Zip Code:	1	ROM ( ACTIVISE) Ante - Depte Vinitia
Contact Person/	(etos) field	the service in a second state of the
Dates of Service/Award	Burge gares, and an	and the state of t
Amount:		_
Agency:		
		_
City, State, Zip Code:		
Contact Person/		
Telephone Number:		
Dates of Service/Award Amount:		
Autount.		

## PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) Has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

OFFICIAL SEAL JESSICA C MUNIZ Notary Public - State of Illinois My Commission Expires Aug 1, 2018 (Signature of Offeror if the Offeror is an Individual) (Signature of Partner if the Offeror is a Partnership) (Signature of Officer if the Offeror is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 26 day of March 2016 Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

TAX COMPLIANCE AFFIDA	VIT
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Jorge Ocean	LTOL, being first duly sworn,
deposes and says that he is	Owner
of <u>go painters</u> (Contractor)	(Partner, Officer, Owner, Etc.)
(Contractor)	- tite-

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the Village of Lombard because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

(Name of Bidder if the Bidder is an Individual)

(Name of Bidder if the Bidder is an Individual) (Name of Partner if the Bidder is a Partnership) (Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 26 day of March . 2016 OFFICIAL SEAL Notary Public JESSICA C MUNIZ Notary Public - State of Illinois My Commission Expires Aug 1, 2018

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

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π.	Witt S	JESSEL
	S. statel	THERE A TRADUCT
	A sunnax	Bindovarinme@w54

## NON-COLLUSION AFFIDAVIT AND CERTIFICATION STATEMENT

lorge	Qeguera, being first duly sworn
deposes and says that he is	auner
	(Partner, Officer, Owner, Etc.)
of <u>30 Paint</u> (Contrac	ers inc.

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 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 1961 [720 ILCS 5/33E-11]; and

Each person signing the bid shall certify that:

He or she is the person in the bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to subsection (b)(2)(G); or

a) He or she is not the person in the bidder's organization responsible for the decision determining the prices being bid, but that he or 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 subsection (b)(2)(G), and as their agent shall so certify. He or she shall also certify that he or she has not participated, and will not participate, in any action contrary to subsection (b)(2)(G).

(Name of Bidder if the Bidder is an Individual) (Name of Partner if the Bidder is a Partnership) (Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public. Subscribed and Sworn to this to day of \_\_\_\_\_\_\_, 2016



Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

### APPENDIX A AGREEMENT ACCEPTANCE

### RFB #2016-001 HYDRANT SANDBLASTING AND PAINTING

#### ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of [*insert Municipality name*] ("Owner") this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

By:

Title:



## **PARTICIPATION AFFIDAVIT**

OCEAUEYA , being first duly sworn,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is Juner (Partner, Officer, Owner, Etc.) of (Contractor)

The individual or entity making the foregoing proposal or bid certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

(Name of Bidder if the Bidder is an Individual)

(Name of Bidder if the Bidder is an Individual) (Name of Partner if the Bidder is a Partnership) (Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this <u>76</u> day of <u>4</u>	arch., 2016
OFFICIAL SEAL JESSICA C MUNIZ Notary Public - State of Illinois My Commission Expires Aug 1, 2018	Notary Public

Failure to complete and return this form will be considered sufficient reason for rejection of the bid.

#### APPENDIX B NATIONAL SECURITY/USA PATRIOT ACT

#### RFB #2016-001

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, CONTRACTOR represents and warrants to the Village of Lombard that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. CONTRACTOR further represents and warrants to the Village of Lombard that CONTRACTOR and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. CONTRACTOR hereby agrees to defend, indemnify and hold harmless the Village of Lombard, its Corporate Authorities, and all Village of Lombard elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

CONTRACTOR further represents and warrants it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that CONTRACTOR is not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the Village of Lombard, its Corporate Authorities, and all Village of Wilmette elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

N. M

# **CNA** SURETY

## **Bid Bond**

#### **CONTRACTOR:**

(Name, legal status and address) GO Painters, Inc. 500 North 6th Avenue Maywood, IL 60153

#### **OWNER:**

(Name, legal status and address) Village of Lombard

1051 S. Hammerschmidt Avenue Lombard, IL 60148 Bond No. 71769242

**SURETY:** Western Surety Company: South Dakota Corporation (*Name*, *legal status and principal place* of business)

333 S. Wabash Avenue 41st Floor Chicago, IL 60604

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% of Bid Amount

#### **PROJECT:**

(Name, location or address, and Project number, if any) RFB # 2016-001 Hydrant Sandblasting and Painting Program

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 1st day of	<u>April 2016</u>	
	GO Painters, Inc.	
	(Principal)	(Seal)
(Witness)		
$\bigcirc$	(Title)	11.7 2
( Loos Manage 10)	Western Surety Company	
Macyoloniple	(Surety)	(Seal)
Withess)	(Title) John D. Weisbrot, Attorney-In-	Fact

Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

## **Bid Bond**

## Instructions

#### **GENERAL INFORMATION**

**Purpose.** AIA Document A310—2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

Related Documents. A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701<sup>TM</sup>-1997, Instructions to Bidders; and AIA Document G612<sup>TM</sup>-2001, Owner's Instructions to Architect.

Use of Non-AIA Forms. AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

#### USING A310-2010

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Identification of the Parties. The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

Bond Amount. The dollar amount of the bond should be provided in both written and numerical form.

**Project Description.** The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

**Execution of the Bond.** The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

Printed in cooppration with the American Institute of Architects (AIA).

The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

## WESTERN SURETY COMPANY Sioux Falls, South Dakota Statement of Net Admitted Assets and Liabilities December 31, 2014

## ASSETS

Bonds	\$1,824,951,414
Stocks	23,975,582
Cash, cash equivalents, and short-term investments	51,536,164
Investment income due and accrued	22,267,675
Premiums and considerations	41,696,249
Amounts recoverable from reinsurers	(11,221,508)
Federal and foreign income taxes recoverable	7,401,709
Net deferred tax asset	20,261,713
Receivable from parent, subsidiaries, and affiliates	17,380,167
Other assets	3,799
Total Assets	<u>\$1,998,252,964</u>

### LIABILITIES AND SURPLUS

Losses	\$302,997,505
Reinsurance payable on paid losses and loss adjustment expenses	(15,267,712)
Loss adjustment expense	64,134,995
Contingent and other commissions payable	6,099,306
Unearned premiums	259,011,845
Advance premiums	5,321,610
Payable to parent, subsidiaries and affiliates	107,843
Other liabilities	7,821,458
Total Liabilities	\$630,226,850

\$4,000,000 280,071,837 1.083.954.277

By.

Surplus Account:	
Capital paid up	
Gross paid in and contributed surplus	
Unassigned funds	
Surplus as regards policyholders	
Total Liabilities and Capital	

\$1,368,026,114 \$1,998,252,964

4 1 1

I. Peter Docy, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2014, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date. Western Surety Company

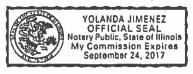
NUMBER

-1... A

Subscribed and sworn to me this \_

<u>19th</u> day of \_

My commission expires:



Assistant Vice President <u>March</u> 2015 Notany

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## POWER OF ATTORNEY (Irrevocable)

l Men by These Presents:

No. SP-43401061

wer of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving I. That Western Surety Company, a corporation, does hereby make, constitute and appoint the following

authorized individuals:

AUTHORIZED INDIVIDUALS	AUTHORIZED INDIVIDUALS
WEISBROT	PATRICIA A TINSMAN

scribed bond:

## NTRACT SURETY: BID, PERFORMANCE AND PAYMENT BOND, UNDERTAKING, ER OBLIGATORY INSTRUMENT OF A SIMILAR NATURE IN AMOUNTS NOT ING ONE MILLION AND NO/100 DOLLARS (\*\*1,000,000.00). \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

owledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this if such bond had been executed and acknowledged by the regularly elected officers of this Company.

hereby conferred shall expire and terminate, without notice, unless used before midnight of vint

> 31\_2021, but until such time shall be irrevocable and in full force and effect. MARCH----

COMPANY further certifies that the following is a true and exact copy of Section 7 of the By-Laws of Western Surety Company, duly adopted and now tion 75 'All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company retary, any Assistant Secretary. Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the by The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The a officer and the corporate seal may be printed by facsimile?

of the bond herein described may be increased if there is attached to this Power, written authority so authorizing in the form of an endorsement, letter or e.Underwriting Manager, Underwriting Consultant, Underwriting Specialist, Underwriter, President, Vice President, Assistant Vice President, Treasurer, Secretary y of Western Surety Company specifically authorizing said increase.

EREOF, Western Surety Company has		ed by its Vice Pre	sident with its co	rporate seal attixed this _	1 = 01	-
Növember 201	12	WES	TERN	S U R E T Y	СОМРА	NY
UTH DAKOTA			P.	TO IL		
AINNEHAHA		Ву	Vice	President		
12th day of	November	in the year	2012	, before m	a Notary Public, p	ersonally
flat, who being by me duly sworn, ack	nowledged that he signed the abi	ove Power of Atte	omey as the afore	said officer of WESTER	N SURETY COMP.	ANY and
istrument to be the voluntary act and d	leed of said corporation.			1 0.1		
ներ			)	Voto lo		
TRIK			0	1 evan		
PUBLIC SEAL						
				Notary 1	Public, South D	akota
es August 11, 2016				140		
gned officer of Western Surety Comp- is irrevocable, and furthermore, that So	any, a stock corporation of the S ection 7 of the By-Laws of the c	state of South Da	ikota, do hereby orth in the methy	certify that the attached of Altonicy is new in	Plwer of Attorney i	is in full
			1			11 1

whereof, I have hereunto set my hand and the seal of Western Surety	Company t	his 🐀	10	day of	N
	. W	E S	TEBN	SURI	ΓТΥ
T: This date must be filled in before it is attached			15	0	
nd it must be the same date as the bond.	By		T.I	TR	lt
			Vie	e President	· · ·

NOTICE This border must be BLUE. If it is not BLUE, this is not a certified copy -

COMPAN

## RFB#2016-001 Hydrant Sandblasting and Painting Program

## Bid Opening Date: April 1, 2016 Bid Opening Time: 11:00 am

Bidder: Alpha Paintworks

6316 N. Cicero Ave.

Chicago, IL 60640

		2016			2017				201	.8			Annual Discount for	Total with
MPI Municipality	Quantity	Unit Price	Price Extended	Quantity	Unit Price	Price Exten	led Qua	antity	Unit Price	e Pr	ice Extended	TOTAL	Storage	Discount
Bensennville	0	\$ 65.00	\$-	650	\$ 68.00	\$ 44,200	00	550	\$ 71.00	\$	39,050.00	\$ 83,250.00	0.50%	\$82 <i>,</i> 833.75
Downers Grove	600	\$ 65.00	\$ 39,000.00	700	\$ 68.00	\$ 47,600	00	800	\$ 71.00	\$	56,800.00	\$ 143,400.00	0.50%	\$142,683.00
Lombard	800	\$ 65.00	\$ 52,000.00	500	\$ 68.00	\$ 34,000	00	0	\$ 71.00	\$	-	\$ 86,000.00	0.50%	\$85 <i>,</i> 570.00
Glen Ellyn	575	\$ 65.00	\$ 37,375.00	0	\$ 68.00	\$.		150	\$ 71.00	\$	10,650.00	\$ 48,025.00	0.50%	\$47,784.88
West Chicago	500	\$ 65.00	\$ 32,500.00	500	\$ 68.00	\$ 34,000	00	500	\$ 71.00	\$	35,500.00	\$ 102,000.00	0.50%	\$101,490.00
Wheaton	250	\$ 65.00	\$ 16,250.00	300	\$ 68.00	\$ 20,400	00	300	\$ 71.00	\$	21,300.00	\$ 57,950.00	0.50%	\$57,660.25
Winfield	300	\$ 65.00	\$ 19,500.00	100	\$ 68.00	\$ 6,800	00	0	\$ 71.00	\$	-	\$ 26,300.00	0.50%	\$26,168.50
Totals as Read	3025	\$ 65.00	\$ 196,625.00	2750	\$ 68.00	\$ 187,000	00	2300	\$ 71.00	\$	163,300.00	\$ 546,925.00	0.50%	\$544,190.38
Totals as Corrected														

## RFB#2016-001 Hydrant Sandblasting and Painting Program

## Bid Opening Date: April 1, 2016 Bid Opening Time: 11:00 am

Bidder: BP & T Co

800 Northwest Hwy, Suite 100 Mount Prospect, IL 60056

		20	)16				2017					2018				Annual	Total with
MPI Municipality	Quantity	Unit Pr	ice	Price Extended	Quantity	U	nit Price	Pric	e Extended	Quantity	Un	nit Price	Pri	ice Extended	TOTAL	<b>Discount for</b>	Discount
Bensennville	0	\$ ·	-	\$-	650	\$	59.80	\$	38,870.00	550	\$	59.80	\$	32,890.00	\$ 71,760.00	3.00%	\$69,607.20
Downers Grove	600	\$ 65	.00	\$ 39,000.00	700	\$	65.00	\$	45,500.00	800	\$	65.00	\$	52,000.00	\$ 136,500.00	3.00%	\$132,405.00
Lombard	800	\$ 59	.80	\$ 47,840.00	500	\$	59.80	\$	29,900.00	0	\$	-	\$	-	\$ 77,740.00	3.00%	\$75 <i>,</i> 407.80
Glen Ellyn	575	\$ 70	.10	\$ 40,307.50	0	\$	-	\$	-	150	\$	70.10	\$	10,515.00	\$ 50,822.50	3.00%	\$49,297.83
West Chicago	500	\$ 59	.80	\$ 29,900.00	500	\$	59.80	\$	29,900.00	500	\$	59.80	\$	29,900.00	\$ 89,700.00	3.00%	\$87,009.00
Wheaton	250	\$ 70	.10	\$ 17,525.00	300	\$	70.10	\$	21,030.00	300	\$	70.10	\$	21,030.00	\$ 59,585.00	3.00%	\$57,797.45
Winfield	300	\$ 70	.10	\$ 21,030.00	100	\$	70.10	\$	7,010.00	0	\$	-	\$	-	\$ 28,040.00	3.00%	\$27,198.80
Totals as Read	3025			\$ 195,602.50	2750			\$ 1	172,260.00	2300			\$	146,335.00	\$ 514,197.50	3.00%	\$498,771.58
Totals as Corrected								\$ 1	172,210.00						\$ 514,147.50	3.00%	\$498,723.08

## RFB#2016-001 Hydrant Sandblasting and Painting Program

## Bid Opening Date: April 1, 2016 Bid Opening Time: 11:00 am

Bidder: Continental Construction Company 1919 Greenwood Steet Evanston, IL 60201-3908

		2	2016				2017				2018				Discount for	Total with
MPI Municipality	Quantity	Unit I	Price	Price Extended	Quantity	Un	nit Price	Price Extended	Quantity	Un	nit Price	Price Extended		TOTAL	Storage	Discount
Bensennville	0	\$5	58.00	\$-	650	\$	59.00	\$ 38,350.00	550	\$	60.00	\$ 33,000.00	\$	71,350.00	2.00%	\$69,923.00
Downers Grove	600	\$5	58.00	\$ 34,800.00	700	\$	59.00	\$ 41,300.00	800	\$	60.00	\$ 48,000.00	\$	124,100.00	2.00%	\$121,618.00
Lombard	800	\$5	58.00	\$ 46,400.00	500	\$	59.00	\$ 29,500.00	0	\$	60.00	\$-	\$	75,900.00	2.00%	\$74,382.00
Glen Ellyn	575	\$5	58.00	\$ 33,350.00	0	\$	59.00	\$-	150	\$	60.00	\$ 9,000.00	\$	42,350.00	2.00%	\$41,503.00
West Chicago	500	\$5	58.00	\$ 29,000.00	500	\$	59.00	\$ 29,500.00	500	\$	60.00	\$ 30,000.00	\$	88,500.00	2.00%	\$86,730.00
Wheaton	250	\$5	58.00	\$ 14,500.00	300	\$	59.00	\$ 17,700.00	300	\$	60.00	\$ 18,000.00	\$	50,200.00	2.00%	\$49,196.00
Winfield	300	\$5	58.00	\$ 17,400.00	100	\$	59.00	\$ 5,900.00	0	\$	60.00	\$-	] \$	23,300.00	2.00%	\$22,834.00
Totals as Read	3025	\$5	58.00	\$ 94,250.00	2750	\$	59.00	\$ 162,300.00	2300	\$	60.00	\$ 138,000.00	\$	394,550.00	2.00%	\$386,659.00
Totals as Corrected				\$ 175,450.00				\$ 162,250.00					\$	475,700.00	2.00%	\$466,186.00

### Bid Opening Date: April 1, 2016 Bid Opening Time: 11:00 am

**Bidder:** DMD Consultants Inc. 4850 Pates Hill Rd

Mosheim, TN 37818

		201	6				2017				2018				<b>Discount for</b>	Total with
MPI Municipality	Quantity	Unit Price	e Pri	ice Extended	Quantity	U	nit Price	Price Extende	d Quantity	/ U	nit Price	Pri	ice Extended	TOTAL	Storage	Discount
Bensennville	0	\$ 95.00	) \$	-	650	\$	97.00	\$ 63,050.00	55	) \$	99.00	\$	54,450.00	\$ 117,500.00	0.00%	\$117,500.00
Downers Grove	600	\$ 95.00	) \$	57,000.00	700	\$	97.00	\$ 67,900.00	80	) \$	99.00	\$	79,200.00	\$ 204,100.00	0.00%	\$204,100.00
Lombard	800	\$ 95.00	) \$	76,000.00	500	\$	97.00	\$ 48,500.00		) \$	99.00	\$	-	\$ 124,500.00	0.00%	\$124,500.00
Glen Ellyn	575	\$ 95.00	) \$	54,625.00	0	\$	97.00	\$-	15	) \$	99.00	\$	14,850.00	\$ 69,475.00	0.00%	\$69,475.00
West Chicago	500	\$ 95.00	) \$	47,500.00	500	\$	97.00	\$ 48,500.00	50	) \$	99.00	\$	49,500.00	\$ 145,500.00	0.00%	\$145,500.00
Wheaton	250	\$ 95.00	) \$	23,750.00	300	\$	97.00	\$ 29,100.00	30	) \$	99.00	\$	29,700.00	\$ 82,550.00	0.00%	\$82,550.00
Winfield	300	\$ 95.00	) \$	28,500.00	100	\$	97.00	\$ 9,700.00		) \$	99.00	\$	-	\$ 38,200.00	0.00%	\$38,200.00
Totals as Read	3025	\$ 95.00	) \$	287,375.00	2750	\$	97.00	\$ 266,750.00	230	<b>b</b> \$	99.00	\$	227,700.00	\$ 781,825.00	0.00%	\$781,825.00
Totals as Corrected																

### Bid Opening Date: April 1, 2016 Bid Opening Time: 11:00 am

Bidder: Go Painters Inc.

500 N 6th Ave.

Maywood, IL 60153

		20	L6				2017					2018				<b>Discount for</b>	Total with
MPI Municipality	Quantity	Unit Pri	ce	Price Extended	Quantity	U	nit Price	Prie	ce Extended	Quantity	Un	nit Price	Pri	ice Extended	TOTAL	Storage	Discount
Bensennville	0	\$ 58.	00	\$-	650	\$	60.00	\$	39,000.00	550	\$	64.00	\$	35,200.00	\$ 74,200.00	1.00%	\$73,458.00
Downers Grove	600	\$ 58.	00	\$ 34,800.00	700	\$	60.00	\$	42,000.00	800	\$	64.00	\$	51,200.00	\$ 128,000.00	1.00%	\$126,720.00
Lombard	800	\$ 58.	00	\$ 46,400.00	500	\$	60.00	\$	30,000.00	0	\$	64.00	\$	-	\$ 76,400.00	1.00%	\$75,636.00
Glen Ellyn	575	\$ 58.	00	\$ 33,350.00	0	\$	60.00	\$	-	150	\$	64.00	\$	9,600.00	\$ 42,950.00	1.00%	\$42,520.50
West Chicago	500	\$ 58.	00	\$ 29,000.00	500	\$	60.00	\$	30,000.00	500	\$	64.00	\$	32,000.00	\$ 91,000.00	1.00%	\$90,090.00
Wheaton	250	\$ 58.	00	\$ 14,500.00	300	\$	60.00	\$	18,000.00	300	\$	64.00	\$	19,200.00	\$ 51,700.00	1.00%	\$51,183.00
Winfield	300	\$ 58.	00	\$ 17,400.00	100	\$	60.00	\$	6,000.00	0	\$	64.00	\$	-	\$ 23,400.00	1.00%	\$23,166.00
Totals as Read	3025	\$ 58.	00	\$ 175,450.00	2750	\$	60.00	\$	165,000.00	2300	\$	64.00	\$	147,200.00	\$ 487,650.00	1.00%	\$482,773.50
Totals as Corrected																	

### Bid Opening Date: April 1, 2016 Bid Opening Time: 11:00 am

Bidder: Muscat Painting & Decorating

555 Ashland Ave.

East Dundee, IL 60118

		20	16				2017					2018				<b>Discount for</b>	Total with
MPI Municipality	Quantity	Unit Pri	ce	Price Extended	Quantity	U	Init Price	Prie	ce Extended	Quantity	Ur	nit Price	Pri	ice Extended	TOTAL	Storage	Discount
Bensennville	0	\$ 79.	50	\$-	650	\$	79.75	\$	51,837.50	550	\$	79.99	\$	43,994.50	\$ 95,832.00	1.00%	\$94,873.68
Downers Grove	600	\$ 79.	50	\$ 47,700.00	700	\$	79.75	\$	55,825.00	800	\$	79.99	\$	63,992.00	\$ 167,517.00	1.00%	\$165,841.83
Lombard	800	\$ 79.	50	\$ 63,600.00	500	\$	79.75	\$	39,875.00	0	\$	79.99	\$	-	\$ 103,475.00	1.00%	\$102,440.25
Glen Ellyn	575	\$ 79.	50	\$ 45,712.50	0	\$	79.75	\$	-	150	\$	79.99	\$	11,998.50	\$ 57,711.00	1.00%	\$57,133.89
West Chicago	500	\$79.	50	\$ 39,750.00	500	\$	79.75	\$	39,875.00	500	\$	79.99	\$	39,995.00	\$ 119,620.00	1.00%	\$118,423.80
Wheaton	250	\$ 79.	50	\$ 19,875.00	300	\$	79.75	\$	23,925.00	300	\$	79.99	\$	23,997.00	\$ 67,797.00	1.00%	\$67,119.03
Winfield	300	\$79.	50	\$ 23,850.00	100	\$	79.75	\$	7,975.00	0	\$	79.99	\$	-	\$ 31,825.00	1.00%	\$31,506.75
Totals as Read	3025	\$79.	50	\$ 240,487.50	2750	\$	79.75	\$ :	219,336.50	2300	\$	79.99	\$	183,977.00	\$ 643,801.00	1.00%	\$637,362.99
Totals as Corrected								\$ 1	219,312.50						\$ 643,777.00	1.00%	\$637,339.23

Bid Opening Date: April 1, 2016 Bid Opening Time: 11:00 am

	2016	2017	2018		
Contractor	Price Extended	Price Extended	Price Extended	TOTAL	Total with Storage Discount
Alpha Paintworks, Inc.	\$ 196,625.00	\$ 187,000.00	\$ 163,300.00	\$ 546,925.00	\$544,190.38
BP & T Co	\$ 195,602.50	\$ 172,210.00	\$ 146,335.00	\$ 514,147.50	\$498,723.08
Continental Construction Co.	\$ 175,450.00	\$ 162,250.00	\$ 138,000.00	\$ 475,700.00	\$466,186.00
DMD Consultants, Inc.	\$ 287,375.00	\$ 266,750.00	\$ 227,700.00	\$ 781,825.00	\$781,825.00
Go Painters	\$ 175,450.00	\$ 165,000.00	\$ 147,200.00	\$ 487,650.00	\$482,773.50
Muscat Painting & Decorating	\$ 240,487.50	\$ 219,312.50	\$ 183,977.00	\$ 643,777.00	\$637,339.23

Apparent Low Bidder Continental Construction Co.

From: Jack, Brian [mailto:JackB@villageoflombard.org]

Sent: Wednesday, February 01, 2017 3:10 PM To: Rick Radde <<u>RRadde@bensenville.il.us</u>>; Bob Greenberg <<u>Bobg@glenellyn.org</u>>; John Hubsky <<u>jhubsky@glenellyn.org</u>>; John Schwarz <<u>jschwarz@villageofwinfield.com</u>>; Schouten, Joan <<u>JSchouten@wheaton.il.us</u>>; Robert Flatter <<u>RFlatter@westchicago.org</u>>; Stanley Balicki <<u>sbalicki@downers.us</u>>; Wallace, Susan <<u>SWallace@wheaton.il.us</u>>; McMillen, Al <<u>AMcMillen@wheaton.il.us</u>>; Dave Buckley <<u>dbuckley@glenellyn.org</u>>; McMillen, Al <<u>AMcMillen@wheaton.il.us</u>>; Chris Bethel (<u>cbethel@vil.woodridge.il.us</u>) <<u>cbethel@vil.woodridge.il.us</u>>; Goldsmith, Carl <<u>GoldsmithC@villageoflombard.org</u>>; Chris Dufort <<u>Chris.Dufort@elmhurst.org</u>> Cc: gopainters <<u>gopainters@gmail.com</u>> Subject: Hydrant painting MPI 2017

Hello all,

A few of you have reached out to me for info regarding the 2017 project year for hydrant painting. As the lowest bidder from the 2016 bid failed to live up to the specifications in the bid document, I am recommending that we go with the second lowest responsible bidder Go Painters Inc. Some of you used them exclusively last year and may have already reached out to them for 2017.

I have attached the bid tab and Go Painters contact info so you all can execute your individual contracts with them. They will be honoring their price of \$60.00 each hydrant for 2017 and they have agreed to allow other municipalities to join the project if desired. They also stated that they will be able to handle the increase in work load.

Please let me know if you have any questions or concerns.

Thanks!



### **VILLAGE OF LOMBARD**

255 E. Wilson Ave. Lombard, Illinois 60148-3926 (630) 620-5700 Fax (630) 620-8222 www.villageoflombard.org

September 9, 2016

Mr. Tom Andrews Continental Construction Company, Inc. 1919 Greenwood Street Evanston, IL 60201-3908

RE: **TERMINATION OF AWARD** - RFB #2016-001 Hydrant Sandblasting and Painting Program MPI

Mr. Andrews:

The MPI (Municipal Purchasing Initiative) group of the Villages of Bensenville, Downers Grove, Lombard, Glen Ellyn, West Chicago, Wheaton, and Winfield awarded the bid for Hydrant Sandblasting and Painting to your company Continental Construction Company Inc. on April 25, 2016.

Since this award and notice to proceed, your company has only completed the quantities for the Village of Winfield. As of September 9, 2016, your company has completed 10% of the total quantity for the 2016 project year. The importance of completing the entire project quantities was made very clear to you in the bid document along with email correspondence between The Village of Lombard (lead agency) and you. The lack of progress is unacceptable.

Multiple requests were made to you and your company to provide a full schedule to complete the full quantities in which deadlines were not met on every occasion. The most recent correspondence from your company regarding the schedule was that you were to resume operations on August 23, 2016 and project completion in three weeks weather permitting. As of the date of this notice, no remaining MPI partner Village has had any progress on their hydrants.

Therefore, as per the General Terms and Conditions Item #30. TERMINATION of the RFB #2016-001 Hydrant Sandblasting and Painting Program bid document the remaining Village partners of the MPI are hereby terminating the bid award and any individually signed contracts with your company Continental Construction Company Inc., for failure to fulfill the requirements of the bid specifications. Failures include extreme lack of progress completing quantities, providing updates on scheduling, and returning signed contracts to individual MPI partners. Your Bid Bond will be returned to you.

If you have any questions, please feel free to contact me directly at 630.620.5709 or via email at <u>jackb@villageoflombard.org</u>.

Sincerely,

Buande

Brian M. Jack Utilities Superintendent Village of Lombard – Lead MPI Agency

Village President Keith T. Giagnorio

Village Clerk Sharon Kuderna

#### Trustees

Dan Whittington, Dist. 1 Michael A. Fugiel, Dist. 2 Reid Foltyniewicz, Dist. 3 Bill T. Johnston, Dist. 4 Robyn Pike, Dist. 5 William "Bill" Ware, Dist. 6

Village Manager Scott R. Niehaus

"Our shared Vision for Lombard is a community of excellence exemplified by its government working together with residents and businesses to create a distinctive sense of spirit and an outstanding quality of life."

"The **Mission** of the Village of Lombard is to provide superior and responsive governmental services to the people of Lombard." TYPE:

### SUBMITTED BY: Joe Caracci

Resolution

DEPARTMENT: Public Works

DATE: February 28, 2017

.....

### **DESCRIPTION:**

Resolution Authorizing a One Year Contract Extension to Clarke Environmental Mosquito Management, Inc. for Mosquito Abatement Services in the Not-to-Exceed Amount of \$35,000

### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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Х Х Financially Sound Village **Quality Customer Oriented Services** Safe and Beautiful Village

Enrich the lives of Residents

Major Business/Corporate Center Vibrant Major Corridors

### COMMITTEE ACTION:

I & E (unanimously approved 6-0)

February 21, 2017

DATE:

### BACKGROUND:

Clarke Environmental Mosquito Management has performed mosquito abatement services for the Village for over twenty years. Larval treatments have been applied to catch basins for Culex mosquito control by trained Village staff for the past seven years; the process works well, and saves the Village annually. The Culex mosquito is responsible for the spread of West Nile Virus and these treatments have shown to be successful in reducing the number of human cases.

This contract has not been competitively bid as Clarke has held their pricing since 2011 at \$29,196.

Public Works at the recommendation of Clarke Mosquito intends to switch the larval growth inhibitor product from Altosid XR briquettes to Natular. Larval growth inhibitors are placed in storm sewer catch basins by Public Works staff after annual training form Clarke. The Natular product has 20% longer residual with a reduced environmental impact. The longer residual means Natular is effective for 180 days; Altosid was effective for 150 days. The Natular cost is \$806.20/case (6% discount); Altosid \$710.60/case.

Clarke continues to perform the work with exceptional quality and service to our residents. Clarke provides mosquito abatement for every DuPage County municipality and township that offers a program.

### **KEY ISSUES:**

Clarke Environmental Mosquito Management, Inc. provided a proposal to perform mosquito abatement services for \$29,196 plus the cost for Natular briquettes (\$849.20 with 6% discount if purchased before March 3rd) used to control the mosquito population throughout the Village by way of placement in storm sewer catch basins.

### **ALTERNATIVES:**

Discretion of the Village Board.

### **RECOMMENDATION:**

At the February 21, 2017 Infrastructure & Environment Committee Meeting, the Committee recommended approval (6-0) of the Resolution.

### **BUDGET IMPACT:**

Appropriate funds (\$36,300) are in the proposed 2017 budget, Account No. 11050430-549990

### **ACTION REQUIRED:**

Approval of a Resolution Authorizing a One Year Contract Extension to Clarke Environmental Mosquito Management, Inc. for Mosquito Abatement Services in the Not-to-Exceed Amount of \$35,000.00

ATTACHMENTS:		
Description	<u>Upload Date</u>	<u>Type</u>
RES - 2017 Mosquito Abatement	2/8/2017	Resolution Letter
EXT - 2017 Mosquito Abatement	1/17/2017	Backup Material
PROPOSAL - 2017 Mosquito Abatement	1/17/2017	Backup Material
QUOTE - Natular Briquettes	1/17/2017	Backup Material
SPECS - Natular Briquettes	1/17/2017	Backup Material

#### **RESOLUTION NO.**

### AUTHORIZING A ONE YEAR CONTRACT EXTENSION TO CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC. FOR MOSQUITO ABATEMENT SERVICES IN THE NOT-TO-EXCEED AMOUNT OF \$35,000.00

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 is responsible for Mosquito Abatement Services, and

WHEREAS the Village of Bensenville contracts out mosquito abatement service, surveillance, and monitoring larval control and adult mosquito management throughout the Village, and

WHEREAS, Clarke Environmental Mosquito Management, Inc. has offered the Village an optional two-year contact with the same price for 2017 and 2018 of \$29,196.00 annually, as provided in 2011, and

WHEREAS the Village of Bensenville desires to execute a twelve-month contractual service agreement with Clarke Environmental Mosquito Management, Inc. for January 1, 2017 through December 31, 2017, and

WHEREAS, the "Environmental Mosquito Management Program" has been attached to the resolution as Exhibit A, and

WHEREAS, the Village intends to purchase seven cases of Natular briquettes for catch basin application at a 6% discount plus freight for a total of \$5,677.41, and

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

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing a contract extension with Clarke Environmental Mosquito Management, Inc. for mosquito abatement services in the not to exceed amount of \$35,000.00 <u>SECTION THREE</u>: The Village Manger is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Deputy Clerk is hereby authorized to attest thereto, the necessary paperwork.

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

APPROVED:

Temporary Chairperson

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

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

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

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

# AGREEMENT FOR MOSQUITO ABATEMENT SERVICES FOR THE VILLAGE OF BENSENVILLE, ILLINOIS

THIS AGREEMENT is made this \_\_\_\_\_ day of February, 2017, between the Village of Bensenville, Illinois (hereinafter "OWNER"), whose principal address, for the purposes of any notice required herein, is: Director of Public Works, 717 E. Jefferson Street, Bensenville, Illinois 60106, and Clarke Environment Mosquito Management, Inc. (hereinafter "CONTRACTOR"), whose principal address, for the purposes of any notice required herein are: 675 Sidwell Court, St. Charles, Illinois, 60174

OWNER and CONTRACTOR acknowledge and mutually agree as follows:

- 1. The OWNER and CONTRACTOR entered into a 20-month Agreement for Mosquito Abatement Services for the Village of Bensenville, Illinois dated April 26, 2011. The annual service contract was \$29,196.00.
- 2. CONTRACTOR is extending the same service for the same cost for 2017 and 2018.
- 3. The OWNER and CONTRACTOR have agreed to the pricing of two one-year extensions honoring the current Environmental Mosquito Management Program price of \$29,196.00.
- 4. The OWNER and CONTRACTOR hereby enacts the term of the Agreement for 12-months from January 1, 2017 through and including December 31, 2017 for a total cost of \$29,196.00.
- 5. Any and all other provisions of the Agreement (or subsequent Amendments) not otherwise amended herein shall remain applicable, governing and in full force and effect throughout the Extended Term of the Agreement.

Both parties indicate their approval of this Extension of Agreement by their signatures below.

Clarke Environmental Mosquito Management, Inc. By:	Village of Bensenville By:
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title
Date	Date



### Clarke Environmental Mosquito Management, Inc., Professional Services Outline for 2017 & 2018 Village of Bensenville Environmental Mosquito Management (EMM) Program

### Part I. General Service

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response (800) 942-2555
- E. Comprehensive Insurance Coverage naming the Village of Bensenville additionally insured
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels

### Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model: The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the Village of Bensenville representative and inform him/her of the impending brood arrival.)
- B. Arbovirus Surveillance: Clarke New Jersey Light Trap Network to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring Operational Forecasts

### Part III. Larval Control

- A. Targeted Mosquito Management System (TMMS<sup>™</sup>) computer database and site management.
- B. Larval Site Monitoring: (8) inspections
  - 1. Three (3) complete inspections of up to 77 sites as outlined by most recent Clarke GIS Survey.
  - 2. Five (5) targeted inspections of up to 62 breeding areas as determined by the computerized Clarke Targeted Mosquito Management System<sup>TM</sup>.
  - 3. Inspections of sites called in by residents on the Mosquito Hotline.
- C. Prescription Larval Control will be performed with VectoLex® (*Bacillus sphaericus*), VectoBac® (*Bacillus thuringiensis israelensis* Bti), Abate®, Natular®, and/or Altosid® mosquito larvicide as described in the following sections.
  - 1. Larval Control: The program provides for up to 54.2 acres of single brood or 30 day residual product with backpack or hand equipment.
  - 2. Helicopter Larval Control: As authorized by the Village of Bensenville, helicopter larviciding of any approved large and inaccessible sites using a single brood product for floodwater mosquito control will be billed, in addition to the core program, at a rate of \$109.00 per acre.
  - 3. Larval Control: Stocking of 2,000 mosquito fish (Gambusia affinis) for biological control.
  - 4. Catch Basins: The Village of Bensenville Public Works Department performs treatments of Village streets and backyard catch basins. Clarke will provide a staff training program in accordance with Illinois Department of Agriculture regulations, and be the source of all Altosid, Natular, or other larval control products.



5. Source Reduction Recommendations.

### Part IV. Adult Control

- A. Adulticiding in mosquito harborage areas:
  - 1. Twelve (12) scheduled truck Ultra Low Volume (ULV) treatments using a synthetic pyrethroid insecticide for Band Concerts, Village Festivals, and 4<sup>th</sup> of July of up to 1 mile.
  - 2. Six (6) backpack barrier treatments using a synthetic pyrethroid insecticide of up to 0.4 mile with a Flit (permethrin) 0.5% emulsion for residual control of adult mosquitoes in backyards in the Mohawk Terrace subdivision.
- B. Adulticiding in Village Residential Areas:
  - 1. Four (4) community-wide truck ULV treatments of up to 68.3 miles of streets using Biomist® or synthetic pyrethroid insecticide. Any additional authorized community ULV treatments will be priced at \$ 3,686.00 per treatment.
- C. Adulticiding Operational Procedures
  - 1. Notification of community contact.
  - 2. Weather limit monitoring and compliance.
  - 3. Notification of residents on Clarke Call Notification List.
  - 4. ULV particle size evaluation.
  - 5. Insecticide dosage and quality control analysis.

### 2017 & 2018 EMM Program Total Price for Parts I, II, III, IV\*\* \$29,196.00

Four (4) invoices of \$7,299.00 will be due on May 1, June 1, July 1, and August 1 for both years

\*\*<u>NPDES Permit:</u> A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.



### Clarke Environmental Mosquito Management, Inc., Client Agreement Authorization for 2017 & 2018 Village of Bensenville Environmental Mosquito Management (EMM) Program

- I. <u>TERM AND TERMINATION:</u> This Agreement has an automatic Renewal Clause. The term of the Agreement shall commence on the date when both parties have executed this Agreement and shall continue for a period ending on December 31, 2018 (the "Initial Term"). Unless either party hereto provides the other party with written notice at least Ninety (90) days prior to the end of the Initial Term or any subsequent renewal term, this Agreement shall automatically continue to renew for additional term, each term having duration equal to the Initial Agreement. If a party hereto fails to comply with a provision of this Agreement, then the other party shall have the right to terminate this Agreement if it gives written notice of the default to the defaulting party and the defaulting party fails to cure the default within sixty days of receipt of said notice.
  - II. <u>Price Increases:</u> The price for the services rendered hereunder may be increased by Clarke Environmental Mosquito Management, Inc. ("Clarke") on the first day of any Calendar year commencing on January 1, 2019 (a "Price Increase Date") by a percentage which shall not exceed the percentage increase of the consumer price index based on the Village of Bensenville fiscal year (March previous year of agreement to March current year of agreement). Clarke Environmental Mosquito Management, Inc. may petition the Village of Bensenville at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not be reasonably foreseen by a prudent operator. New areas to be covered will be pro-rated to the program price at the rates in effect at the time.
  - **III. Program Payment Plan:** For Parts I, II, III, and IV as specified in the 2017 & 2018 Professional Services Price Outline, the total for the 2017-2018 program is \$29,196.00. The payments will be due on the dates according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed.

MONTH	2017	2018
May 1	\$ 7,299.00	\$ 7,299.00
June 1	\$ 7,299.00	\$ 7,299.00
July 1	\$ 7,299.00	\$ 7,299.00
August 1	\$ 7,299.00	\$ 7,299.00
TOTAL	\$ 29,196.00	\$ 29,196.00

### **PROGRAM PAYMENT PLAN**

### For Village of Bensenville:

Sign Na	ime:	_ Title:		Date:	
For Clar	ke Environmental Mosquito	Manager	ment, Inc.:		
Name:	Bing Chur Emily Glasberg	Title:	Key Account Manager	_ Date:	1/16/17
	,	Р	age 3 of 4		



### Clarke Environmental Mosquito Management, Inc., Client Authorization for 2017 & 2018 Village of Bensenville Environmental Mosquito Management (EMM) Program

### Administrative Information:

Home Phone:

Invoices should be	e sent to:		
Name:			
Address:			
City:		State:	Zip
Office Phone:	Fax:	P.0	. #
E-mail:		County	/:
**In an	effort to be more sustainable, we Email address that the invoic		
Treatment Address	s (if different from above):	County:	
Address:			
City:		State:	Zip
Contact Person for	Village of Bensenville:		
		Title:	
	Fax:		
Home Phone:	Cell:	Pager:	
Alternate Contact I	Person for Village of Bensenville:		
Name:		Title:	
Office Phone:	Fax:	E-M	

### Please sign and return a copy of the complete contract for our files to:

Clarke Environmental Mosquito Management, Inc., Attn: Emily Glasberg 675 Sidwell Ct. St Charles, IL 60174 or <a href="mailto:eglasberg@clarke.com">eglasberg@clarke.com</a>

\_\_\_\_\_ Cell: \_\_\_\_\_ Pager:



1(1) 675 Sidwell Ct St Charles, IL 60174 U.S.A. www.clarke.com TOLL-FREE: 800-323-5727

EMAIL:customercare@clarke.com

### QUOTATION

B I L L	Village of Bensenville (B00740) Kathy Katz 12 S Center St	S H I P	VILLAGE OF BENSENVILLE Kathy Katz 717 E Jefferson St
T O	Bensenville, IL 60106-2130 630-350-3489 630-594-1148	T O	Bensenville, IL 60106-3160 630-350-3489 630-594-1148 Address ID: #00001

Quotation #	Quote Date	Salesperson	Written by		Valid to
0002016406	01/16/17	Emily Glasberg	Nicolette Davi	s - Sales Asso	oc. 04/17/17
Delivery Method	ł	Terms			
Salesman to De	eliver	Net 30 Days			
ltem #	Item Description		Qty Ordered	Unit Price	Extended Price
11850	NATULAR XRT TABL	.ET	7 cs	849.20/0	cs 5,587.74
		** Extended	Price reflects a discou	nt of:	356.66

**US EPA Current Label** 

Freight Charge	89.67
Order total	5.677.41

Total

5,677.41

\* For your convenience we also accept Visa and MasterCard

Clarke will charge applicable sales taxes unless a valid exemption certificate is Emailed to: accountsreceivable@clarke.com or faxed to: 630-672-7439

Helping make communities around the world more livable, safe and comfortable.

### Page:

PH: 630-894-2000 FAX: 630-443-3070



# NATURALLY DERIVED ACTIVE INGREDIENT

### Larvicide for Mosquito Control

Reduced Risk active ingredient

Unique mode of action

Novel class of chemistry for public health

Formulated for sustainable solutions



# THE FIRST AND ONLY COMPLETE PORTFOLIO OF LARVICIDES WITH A NATURALLY DERIVED ACTIVE INGREDIENT

For years there have been only five active ingredient choices for larval control. Now there's a sixth, and it's found only in **Natular**<sup>®</sup>. With formulations developed and manufactured exclusively by Clarke, its patented ingredient, spinosad, is a product derived from a naturally occurring bacterium. Natular is in a chemical class different from all other larvicides and has a unique mode of action that helps fight resistance. Simply stated, Natular is like no other larvicide on the market.

### BENEFITS INCLUDE >>>

.....

### Reduced Risk active ingredient

The active ingredient in Natular formulations is designated by the E.P.A. as Reduced Risk. This means reduced risks to human health and the environment when compared to other chemical and biochemical larvicides.

### Unique mode of action

The unique mode of action of spinosad ensures no cross resistance with other chemistries.

### Novel class of chemistry

Natular formulations are Group 5 insecticides — the first public health larvicides in this class — that provide you confident, resistance fighting performance.

### Formulated for sustainable solutions

All formulations, except Natular DT are OMRI (Organic Materials Review Institute) Listed, enabling them to be used in and around organic agriculture. The international tablet has not been submitted for review.

### What makes Natular'so unique?

Natular and its active ingredient, spinosad, offer a healthier alternative to protecting the well-being of communities.



Provides the right balance of efficacy with environmental stewardship

Excellent option for resistance management and rotational use

Offers exceptional control of larvae from the first through early 4th instar stages

Minimal PPE requirements for application

All formulations of Natular were designed as sustainability solutions

Six advanced formulations to fit any habitat Breaks down rapidly in soil – spinosad degrades into carbon dioxide and water

Green Chemistry active lets you use with confidence in your community

# WE'RE SETTING NEW BENCHMARKS WITH SPINOSAD

**Spinosad,** a product derived from a naturally ocurring soil bacterium, is the active ingredient in Natular<sup>®</sup>. It provides the perfect balance of efficacy and environmental stewardship. Spinosad has an excellent safety record. It breaks down quickly and does not bioaccumulate in the environment. In addition, all inert ingredients in domestic Natular formulations are included on the EPA's List of Minimal Risk Inert Ingredients.

### The Structure

Chemical name: Saccharopolyspora spinosa Common name: Spinosad, a patented combination of spinosyn A and spinosyn D

	SPINOSYN A	SPINOSYN D
Molecular Formula	C <sub>41</sub> H <sub>65</sub> NO <sub>10</sub>	C <sub>42</sub> H <sub>67</sub> NO <sub>10</sub>
Molecular Weight	731.98	746.00
Color and State	Crystalline Solid, White to Tan	Crystalline Solid, White to Tan
Vapor Pressure (25°C)	3.0 x 10 <sup>-11</sup> kPa	2.0 x 10 <sup>-11</sup> kPa
Melting Point	84-100°C	161—170°C
Water Solubility: (20°C)		
рН 5	290 mg/L	28.7 mg/L
рН 7	235 mg/L	0.332 mg/L
рН 9	16 mg/L	0.053 mg/L



### The Origins of Spinosad and Natular®

In 1982, a vacationing scientist took a soil sample from a drum that was used to make rum in the Caribbean. From this sample, a new species of bacteria was identified in 1986: *Sacchrapolyspora spinosa*. (This translates into "spiny sugar.") The bacteria was later fermented in a lab and yielded spinosyns A and D, the most active metabolites of *S. spinosa*. Together, they comprise spinosad.

In 2002, Clarke acquired the public health development rights to spinosad. After six years and over 35,000 hours of development and regulatory review, Natular larvicides became the first public health label for spinosad, and also the first aquatic use pattern with the active as well.

### The First Reduced Risk Larvicide

In 1993, the U. S. Environmental Protection Agency created the Reduced Risk Pesticide Initiative to "encourage the development, registration and use of lower-risk pesticide products, which would therefore result in reduced risks to human health and the environment when compared to existing alternatives."

Spinosad, the active ingredient in Natular, is one of only sixteen chemicals registered as a Reduced Risk pesticide and the only Reduced Risk larvicide for mosquito control. According to the EPA, the advantages of Reduced Risk pesticides include:

- » Low impact on human health
- » Lower toxicity to non-target organisms (birds, fish, plants)
- » Low potential for groundwater contamination
- » Low use rates
- » Low pest resistance potential
- » Compatibility with Integrated Pest Management (IPM) practices

### Recipient of The Presidential Green Chemistry Challenge Award

Spinosad is one of only five pesticide products to ever receive the Presidential Green Chemistry Challenge Award\*, one of the U.S. Government's highest environmental honors.

Green chemistry, also known as sustainable chemistry, is the design of chemical products and processes that reduce or eliminate the use or generation of hazardous substances. The benefits of green chemistry technologies include:

- » Reduced waste, eliminating costly end-of-the-pipe treatments
- » Safer products
- » Reduced use of energy and resources

Green chemistry applies across the life cycle, including the design, manufacture, and use of a chemical product.

#### \*www.epa.gov/greenchemistry

# A REVOLUTIONARY MODE OF ACTION THAT'S IDEAL FOR ROTATIONAL USE

### Delivering a Unique Mode of Action

The active ingredient in Natular<sup>®</sup> works like no other larvicide. Spinosad alters the function of insect nicotinic acetylcholine receptors in a unique action that causes continuous nervous impulses. This constant involuntary nervous stimulus causes paralysis and death. The action results primarily by ingestion, as well as by contact with the active.

### In a Class by Itself: Group 5

Because of its unique mode of action, spinosad is classified as a Group 5 insecticide by the Insecticide Resistance Action Committee. It's the only active ingredient classified in Group 5 used for mosquito control. Because this class is unique and distinct from all other public health larvicides, this makes the Natular portfolio truly one of a kind.

It also makes an excellent option for resistance management. Its novel mode of action and distinct class grouping makes Natular ideal for rotational use since it shows no cross-resistance with existing products used for mosquito control.

### Proven Performance

The consistent performance of spinosad — logged and observed in testing and operational work — has demonstrated exceptional control of larvae from the first through early fourth instar stages. Spinosad begins to work immediately upon contact and ingestion; its first visible effects are seen within hours of application. Optimal control is reached within 24-72 hours, sustained at very uniform levels for the labeled control period.

Natular formulations have been very effective in a wide spectrum of habitats in more than 50 domestic tests and 15 international studies. Data has been gathered on more than 20 species and will be expanded as usage increases.

We believe that an important part of being an environmental steward is product rotation. Our product rotation methods maximize the effectiveness of every program by preventing cross-resistance. To help select products for rotation in your program, visit clarke.com/mosquitocontrolproducts to view our full line of product offerings.

# FORMULATED TO MEET THE NEEDS OF ENVIRONMENTALLY SENSITIVE HABITATS

### Meets Organic and Sustainable Practice Standards

Natular<sup>®</sup> larvicides were formulated with a respect for the ever increasing number of communities with green or sustainability programs. All formulations except Natular DT have been listed by OMRI for use in organic production. Just knowing these products can be used in and around organic food production can give you confidence when using in public spaces.

Natular is the first larvicide evaluated as a Reduced Risk product by the EPA. All ingredients in all its formulations are included on the EPA's List of Minimal Risk Inert Ingredients. In fact, spinosad received the EPA's Presidential Green Chemistry Challenge Award in 1999. In addition, two of the portfolio's formulations have been evaluated by WHOPES (World Health Organization Pesticide Evaluation Scheme).

Bottom Line: Natular formulations meet the criteria that make them an excellent choice for not only labeled environmentally-sensitive habitats but also for the growing number of communities with green or sustainable practice guidelines.

Visit www.epa.gov/opprd001/ workplan/reducedrisk.html for more details.

### Introducing NextGen Products

Natular is also the first product to be ranked in the "NextGen" category on the Clarke Eco-Tier™ Index of environmental impact.



# SIX DISTINCT FORMULATIONS

Natular<sup>®</sup> is **available in six advanced formulations** to fit the needs of any habitat. Each formulation offers exceptional handling characteristics and is labeled for only protective eyewear PPE.

	FORMULATION	CARRIER & APPEARANCE	APPLICATION RATE*	BULK DENSITY	
EC	Single-brood liquid	Liquid, dark and slightly cloudy in appearance	1.1 — 2.8 fl oz/ac	9.68 lbs/gal	
G	Single-brood granule	Granules made from corn cobs	3.5 — 9 lbs/ac	33 lbs/cf	
Т30	Multiple-brood 30-day tablet	A dust-free tablet	1/100 sf	6 g/tablet	
XRT	Multiple-brood extended release tablet	A dust-free tablet	1/100 sf	40 g/tablet	
G30	Multiple-brood extended release granule	Granules made from silica	5 — 20 lbs/ac	85 lbs/cf	
DT (not available in US)	Multiple-brood tablet for containerized water	Bi-layer tablet	1/container	1.35 g/tablet	

### For International Use: Natular DT

In rural and urban areas of Latin America, the Middle East, Africa and Asia, the need to treat water barrels and other containers is crucial in the fight against Dengue, Yellow Fever and Chikungunya. To meet this need, Clarke developed the innovative bi-layer Natular DT formulation.

One layer works immediately while the second dissolves slowly. Thus, each tablet can treat a 200 liter barrel of water for more than 60 days. Successfully evaluated by WHOPES, Natular DT has significantly reduced volume requirements, making transportation and storage much easier. DT



# REDUCING ENVIRONMENTAL IMPACT

The active ingredient in Natular<sup>®</sup> larvicides, spinosad, is a highly selective insect control product with high potency for target insects but **low toxicity toward mammals and other non-target organisms**.

### **Environmental Fate**

In Soil: Spinosad degrades readily in the soil environment and is nonpersistent. Primary mechanisms of degradation are sunlight photolysis and microbial breakdown. Under field conditions, spinosad breaks down rapidly in the soil with observed halflives of less than one day, degrading into carbon dioxide and water by the soil microbial community. It is moderately to strongly absorbed by soil particles and is considered to be "relatively immobile to immobile" with regard to leaching.

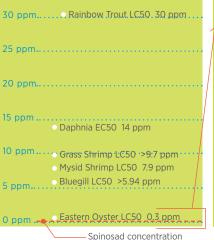
**In Water:** In natural water systems, spinosad degrades rapidly in sunlight. A water column half-life of less than one day has been observed in artificial pond systems in outdoor conditions.

In Animals: Because of its unique mode of action, spinosad is highly selective to insects. In mammals, spinosad is not readily absorbed through the skin; any minute amounts that are absorbed or ingested are rapidly metabolized to inactive by-products, which are excreted. As a result, it has very low acute toxicity. In long term studies, no evidence of carcinogenicity, mutagenicity, or neurotoxicity has been observed.

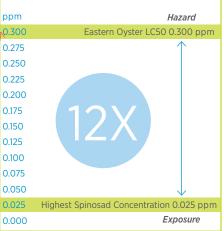
### Toxicity, Mutagencity, Genotoxicity

Spinosad is well known to present a relatively low risk to beneficial and non-target insects compared to other broad-spectrum, insecticide products. It is not acutely toxic to terrestrial birds, wildlife, or to fish and most aquatic invertebrates. Investigated in a battery of genotoxicity studies, it has been found to possess no mutagenic potential. During the six years of development and the operational use of Natular products since introduction in 2009, there have been no observed or validated non-target effects. Many characteristics of spinosad make this possible: low dose rate, rapid breakdown by sunlight, binding to soil, rapid dissolution in water, as well as non-target location and lifecycle at time of application.

Indicator Aquatic & Invertebrate Specie Sensitivity to Spinosad TOXICITY CONCENTRATIONS PPM



Spinosad concentration level with Natular products: 0.015 – 0.025 ppm

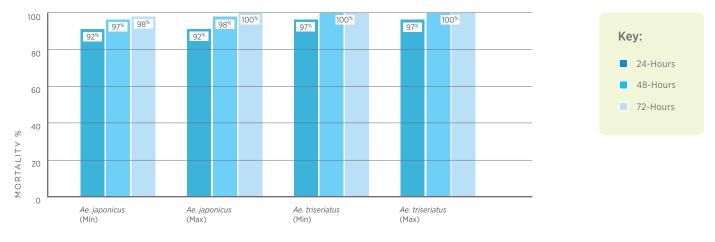


Spinosad demonstrates a 12X margin of safety when comparing exposure to acute toxic hazard.

# RESULTS

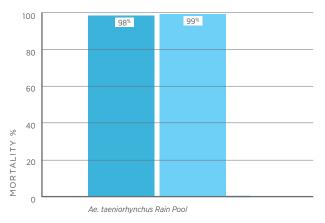
### Natular<sup>®</sup> EC

Rate: 1.1 fl oz/ac (Min), 2.8 fl oz/ac (Max) Location: Kentucky, 2008



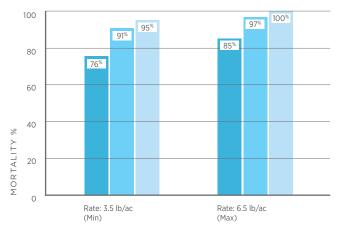


Rate: 9 lb/ac (Max) Location: Florida, 2008



### Natular G

Species: *Ae. trivittatus* Location: Kentucky, 2008



# RESULTS

### Key: Unt Trt

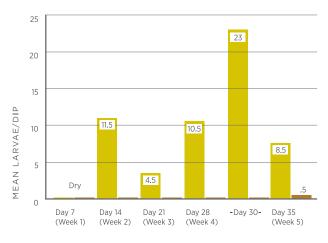
Key:

Unt

Trt

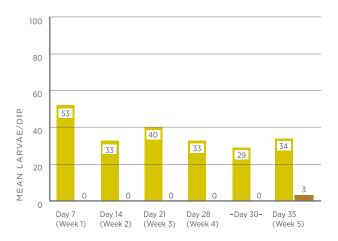
#### Natular G30

Habitat: Retention Ponds*/Ae. vexans–Cx. pipiens* Rate: 10 lb/ac (<Mid) Location: Illinois, 2008

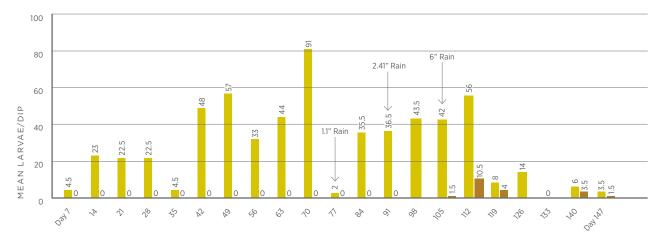


#### Natular T30

Habitat: Catch Basins*/Cx. restuans – pipiens* Location: Illinios, 2008



### Natular XRT



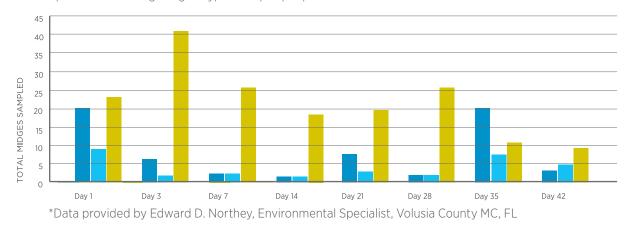
Habitat: Catch Basin/*Cx. pipiens* Location: Illinois, 2008

# RESULTS



#### Natular G30

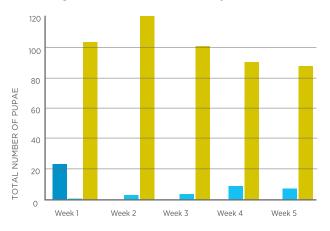
Habitat: Sample from Benthic Soils, Lake Monroe Rate: 12 lb/Acre and 12.5 lb/Acre Location: Lake Monroe Florida, Volusia County, 2010 Species: Non-Biting Midge: *Glyptotendipes paripes and Chironomus crassicaudatus* 





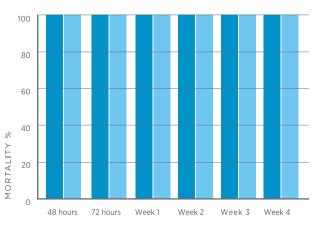
### Natular T30 and Natular G30

Location: Kenya Medical Research Institute, Kisumu, Kenya, 2010 Species: *Anopheles gambiae* Large Simulated Barrow Pit Study



#### Natular G30

Habitat: Wetlands Rate: 10lb/A and 5lb/A Location: Washoe County, Nevada, 2009 Species: *Cs. morsitans, Cx. tarsalis* 



# FREQUENTLY ASKED QUESTIONS

# **Q:** What is the active ingredient in Natular<sup>®</sup> larvicides?

A: Spinosad. It is a naturally derived active ingredient produced during fermentation by the soil organism, *Saccharopolyspora spinosa.* The natural metabolites produced during the fermentation process were termed "spinosyns". Spinosad is the collective term for the two most prominent and most active compounds in the fermentation broth (spinosyn A and spinosyn D). Hence the name "Spinosad".

### **Q:** How is the active ingredient manufactured?

A: Spinosad is produced in a stateof-the-art fermentation facility in the United States, using natural feed-stocks to maintain the fermentation process.

#### Q: Is spinosad new?

A: No. Spinosad's first global registration was in 1996. Today it's used on more than 250 crops and in consumer and animal health uses in over 85 countries. Although Natular larvicides are the first public health usage of the active.

### Q: How does the active ingredient in Natular formulations control mosquito larvae?

A: Spinosad has a novel mode of action; it alters the function of insect nicotinic acetylcholine receptors in a unique manner. Ultimately paralysis sets in upon ingestion and contact and the mosquito larvae don't recover.

# **Q:** Are Natular formulations suitable for use in organic agriculture?

A: All domestic formulations of Natular are listed by the Organic Materials Review Institute (OMRI) for use in and around organic agriculture.

## **Q:** What does Group 5 Insecticide mean on the Natular label?

A: Group 5 is a designation by IRAC (Insect Resistance Action Committee), which is a global industry organization that promotes the development of insecticide resistance management strategies to maintain efficacy and support sustainable agriculture and improved public health. Each group has a distinctly different mode of action. Spinosad is the only active ingredient in Group 5 used for mosquito control. The benefit of this is that it has no cross-resistance with existing products – making Natular an excellent option for resistance management.

# Q: What are the inert ingredients in Natular?

A: All inert components in domestic Natular formulations are included in EPA's list of Minimal Risk Inert Ingredients. Inerts are non-synthetic (natural) or are synthetic components which do not contribute to mammalian or aquatic toxicity.

# Q: What impact does spinosad have on non-targets?

A: Spinosad is of low acute and chronic toxicity to a wide range of non-target species. Under laboratory conditions, spinosad is toxic to some aquatic invertebrates, primarily upon chronic exposure. Fortunately, the rapid degradation of spinosad in natural aquatic environments prevents the long-term exposure that would be needed for these effects to occur in real world situations.

### Q: How effective is Natular in an open / floodwater habitats with sunlight (*Aedes vexans*)?

A: Excellent, based on numerous cooperator and university trials.

# **Q:** Do Natular larvicides control all of the important mosquito species?

A: Natular formulations have been tested on twenty of the most common vector and nuisance mosquito species and spinosad is effective against all of them. Given the fact that spinosad is a new active ingredient and has a completely unique mode of action; we expect to see consistent performance across all species.

# Q: How do Natular<sup>™</sup> formulations perform in habitats containing high organic matter?

A: We have seen excellent results in habitats with high concentrations of organic debris with Natular formulations, e.g. polluted water, sewage lagoons, and waters with high concentrations of leaf litter or other organic debris.

### **Q:** How have Natular products performed in catch basins?

A: Both the 30-day Natular T30 and Natular XRT have performed exceptionally well in catch basins – even in the face of significant rain events as well as wet/dry cycles. The 30-day Natular T30 provides 30 days of control, while the XRT has consistently reached full season limits with control up to 180 days.

### Q: How does varying amounts of sunlight affect the performance of Natular products?

A: Natular formulations were developed specifically for use in natural mosquito habitats, with single or multi-brood control objectives in mind. To date we have seen very uniform control levels regardless of sunlight intensity, and consistent with the labeled control claim of each Natular formulation.

#### **Q: What about resistance?**

A: The active ingredient in Natular products, spinosad, has not previously been used to control mosquitoes, hence there is no resistance to it. Spinosad is in a unique chemical class different from any other current products used in mosquito control, so there is no cross-resistance. Clarke will implement a resistance management program. To manage resistance, Clarke will steward and monitor the applications of these products to ensure consistent use according to label directions.

### **Q:** What is the ecological toxicity of the Natular formulations?

A: Spinosad was registered under the US EPA Reduced Risk program and has favorable environmental characteristics compared to other mosquito larvicides. The active ingredient in Natular larvicides, spinosad, is well known to present a relatively low risk to beneficial and non-target insects compared to other broad-spectrum, insecticide products. Spinosad is not acutely toxic to terrestrial birds, wildlife, or to fish and most aquatic invertebrates. Extensive field experience indicates that spinosad's overall impact on beneficial insects is generally limited and transitory, and spinosad fits well into Integrated Pest Management (IPM) programs.

### **Q:** What impact does spinosad have on non-targets?

A: Spinosad is of low acute and chronic toxicity to a wide range of non-target species. Under laboratory conditions, spinosad is toxic to some aquatic invertebrates, primarily upon chronic exposure. The rapid degradation of spinosad in natural aquatic environments prevents the long-term exposure to levels needed for these effects to occur in real world situations. Indeed, field studies indicate that effect on non-target species is mitigated by virtue of low application rates and rapid dissipation of spinosad.

### **Q:** How do Natular products affect honey bees?

A: Field testing has demonstrated that once liquid spray residues have been allowed to dry for up to 3 hours that spinosad is not harmful to foraging honeybees and bumblebees. Spinosad has been used extensively in more than 85 countries with over 250 registered crop uses since its first launch in agriculture without any reported adverse effects on bees. This would be applicable ONLY TO THE LIQUID formulation. Granular and tablet formulations will not pose a bee hazard.

### Q: Why are Natular formulations good rotational products?

A: Natular formulations are the new standard in larvicide control and are excellent as rotational products because they contain a new active ingredient with a distinctly different mode of action. Natular products are a key component in rotational programs for larvicide control. Rotation will help preserve the continued use of existing products.

### **Q:** Is Natular's active ingredient toxic to mammals?

A: Mammals rapidly metabolize spinosad and any by-products are excreted. So spinosad has a very favorable mammalian toxicity profile:

- » Low acute tox for both technical and end-use formulations
- » No reproductive effects, not a teratogen
- » Negative in genotoxicity tests
- » Not a carcinogen
- » No endocrine effects



### Clarke

GLOBAL HEADQUARTERS 675 Sidwell Court, St. Charles, IL 60175 Phone: 1.800.323.5727 1.630.894.2000 Fax: 1.630.443.3070

www.clarke.com

Clarke is a global environmental products and services company. Each year, Clarke helps make communities around the world more livable, safe and comfortable by pioneering, developing and delivering environmentally responsible disease prevention and habitat management solutions. In 2008, Clarke founded The Clarke Cares Foundation, a non-profit created to provide disease prevention support for communities with critical needs.

This brochure was printed with the following eco-friendly criteria: uses recycled content paper; uses soy-based inks to avoid petroleum-based inks and to reduce the amount of pigment required; plus recycle all waste from the trimming process.

Join us in reducing paper usage by sharing this brochure with someone else.

 $\odot$  2011 Clarke. Eco-Tier and Natular are trademarks of Clarke.



TYPE: Resolution

### SUBMITTED BY:

Joe Caracci

DEPARTMENT: Public Works

DATE: February 28, 2017

### **DESCRIPTION:**

Resolution Authorizing the Approval of Year Two of a Two Year Contract with Green T Services for Turf Chemical Services in the Not-to-Exceed Amount of \$15,732

### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

-----

Х Х Financially Sound Village **Quality Customer Oriented Services** Safe and Beautiful Village

Enrich the lives of Residents Х

Major Business/Corporate Center Vibrant Major Corridors

DATE:

### COMMITTEE ACTION: I & E (unanimously approved 6-0)

February 21, 2017

### BACKGROUND:

The Village contracted the turf chemical application of multiple Village properties for years. As the annual amount neared \$10,000, the threshold for formal bidding, and the sites have been altered over the years namely adding Rt 83 medians, the Village sought formal bids in 2016.

Contracting this work is a cost-effective way to chemically treat various sites throughout the Village allowing the Village staff to focus on mulching, trimming, trash removal, brush collection, and maintenance of other Village property areas. The properties maintained by the turf chemical contractor are areas that need to be weed free and fertilized for the aesthetics of the Village.

In previous years, only two treatments were provided. The 2016 bid was based on three treatments a year and added crabgrass control applications.

### **KEY ISSUES:**

Two bids were received for the 21 sites to be treated three times a year.

Contractor	2016 Price	2017 Price	Total Price
Green T Services	\$15,378.00	\$16,143.00	\$31,521.00
Green Horizons	\$23,811.00	\$26,184.00	\$49,995.00

Green T Services performed satisfactorily the first year of 2016.

The number of locations to be treated was reduced mid-2016 to account for the sale of the "hospitality campus" and "legends". Continuing with the three treatments and adding the new grass at the WWTP, the per application price is \$5,244. When the former Police Station and 6 N. Center property are sold, those locations will be taken off this contract; a savings of \$230 per application.

The updated price for 2017 is \$15,732.

### **ALTERNATIVES:**

Discretion of the Village Board.

### **RECOMMENDATION:**

At the February 21, 2017 Infrastructure & Environment Committee Meeting, the Committee recommended approval (6-0) of the Resolution.

### **BUDGET IMPACT:**

Funds (\$15,735) are budgeted in Account # 11050440-549990 in CY2017.

### **ACTION REQUIRED:**

Approval of a Resolution authorizing the approval of Year Two of a two year contract with Green T Services for Turf Chemical Services in the not-to-exceed amount of \$15,732.

### ATTACHMENTS:

Description	<u>Upload Date</u>	<u>Type</u>
RES - 2017 Turf Chemical Maintenance	2/14/2017	Resolution Letter
MAP - 2017 Turf Chemical Maintenance	2/8/2016	Backup Material
BID TAB - 2016/2017 Turf Chemical Maintenance	2/10/2016	Backup Material
BID - 2016/2017 Turf Chemical Maintenance - Green T	2/8/2016	Backup Material
PRICE ADJ - 2017 Turf Chemical Maintenance	10/20/2016	Backup Material
EXT - 2017 Turf Chemical Maintenance	2/13/2017	Backup Material

### **RESOLUTION NO.**

### AUTHORIZING THE APPROVAL OF YEAR TWO OF A TWO YEAR CONTRACT WITH GREEN T SERVICES FOR TURF CHEMICAL SERVICES IN THE NOT TO EXCEED AMOUNT OF \$15,735

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

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

WHEREAS the Village of Bensenville owns and maintains multiple turf property sites throughout the Village, and

WHEREAS the Village of Bensenville has contracted services for turf chemical maintenance services at these locations in the past, and

WHEREAS the Village of Bensenville solicited formal bids for turf chemical maintenance of certain Village sites, receiving two competitive bids, and

WHEREAS Green T Services submitted the lowest responsible bid price and provided satisfactory references when providing similar services, and

WHEREAS the Village of Bensenville desires to execute a contract for fertilizer and weed control services for 2017, and

WHEREAS, the sites to be chemically treated are included in "Exhibit A", and

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

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing a contract with Green T Services of Aurora, Illinois to provide Turf Chemical Services in the not to exceed amount of \$15,735.

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

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

### APPROVED:

Temporary Chairperson

ATTEST:

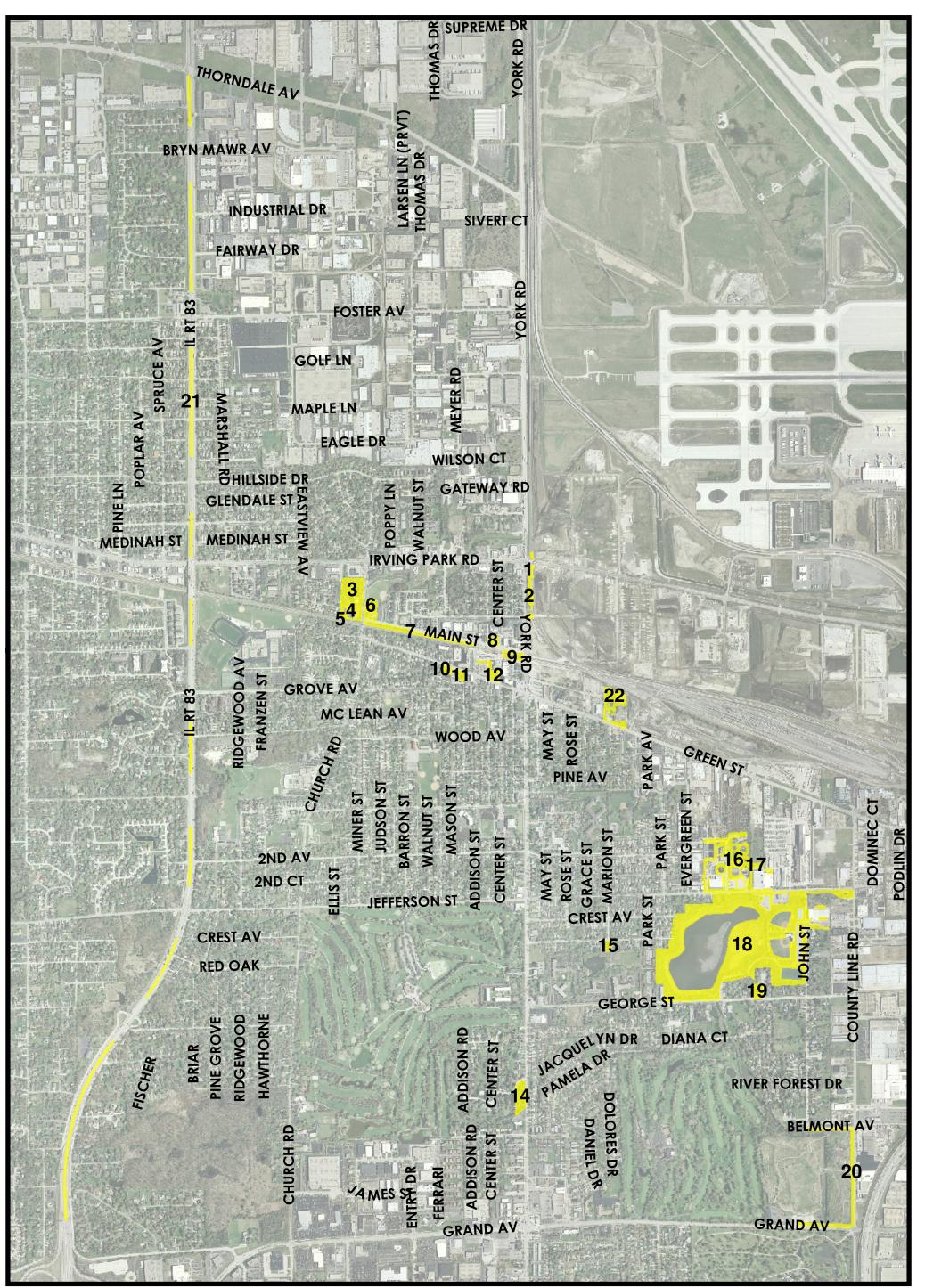
Ilsa Rivera-Trujillo, Village Clerk

AYES:	 	 	
NAYS:	 	 	
ABSENT:			



# Village of Bensenville

Turf Chemical/Weed Control



		COST PER APPLICATION							
				EED CONTROL					
LOCATION	Approx		Green T Services			2016		Horizons 2017	
1) Northeast & Southeast corners: York & Irving Park Roads	0.171	\$	X	\$	X	\$	X	\$	X
2) East side York Rd: Roosevelt to Irving Park Rd.	0.462		Х		Х		Х		Х
3) Huffman Park & adjacent ROW (Church Road)	2.235	\$	196.00	\$	196.00	\$	300.00	\$	315.0
4) Well House: 161 N. Church Rd.	1.235	\$	110.50	\$	110.50	\$	160.00	\$	168.0
5) Former Police Station, 100 N. Church Rd.	0.99	\$	85.00	\$	85.00	\$	130.00	\$	137.0
6) Detention Basin: Church & Main	0.83	\$	68.00	\$	68.00	\$	110.00	\$	115.0
7) Main St. Southside ROW: Church – York Roads	1.545	\$	127.50	\$	127.50	\$	200.00	\$	210.0
8) 6 N. Center (NW corner Main & Center)	0.388	\$	34.00	\$	34.00	\$	50.00	\$	52.0
9) Railroad Ave: York Rd. and Center St.	0.245	\$	25.50	\$	25.50	\$	50.00	\$	52.0
10) 302 W. Green St. (Teen Center)	0.187	\$	17.00	\$	17.00	\$	50.00	\$	52.0
11) 216-218 West Green	0.293	\$	25.50	\$	25.50	\$	50.00	\$	52.0
12) Village Hall and adjacent ROW	0.664	\$	59.50	\$	59.50	\$	87.00	\$	90.0
13) West side York Rd, south of Forestview	1.369	\$	119.00	\$	119.00	\$	180.00	\$	190.0
14) Marion & Red Oak unimproved ROW	0.23	\$	17.00	\$	17.00	\$	50.00	\$	52.0
15) 711 E. Jefferson Wastewater Treatment Plant	3.081		Х	\$	255.00		Х	\$	400.0
16) 717 – 735 E. Jefferson & ROW (PW – Edge II)	1.224	\$	102.00	\$	102.00	\$	160.00	\$	168.0
17) Redmond Recreational Complex to County Line Road including 545 John Street & ROW	40.484	\$	3,442.50	\$	3,442.50	\$	5,300.00	\$	5,550.0
18) Redmond Ct. Drainage Basin	0.681	\$	59.50	\$	59.50	\$	90.00	\$	95.0
19) Legends ROW	1.575	\$	136.00	\$	136.00	\$	205.00	\$	215.0
20) Route 83 median	3.964	\$	340.00	\$	340.00	\$	515.00	\$	550.0
Construction EWOA to Thorndale (+.387)									
21) Police Headquarters 345 E. Green	1.909	\$	161.50	\$	161.50	\$	250.00	\$	265.
Per Application Total:		\$	5,126.00	\$	5,381.00	\$	7,937.00	\$	8,728.0
YEARLY TOTAL (Application x 3):		\$	15,378.00	\$	16,143.00	\$ 2	23,811.00	\$	26,184.0
2016 + 2017 price>		\$	31,521.00			\$	49,995.00		

# **Village of Bensenville**

# **Invitation to Bid with Specifications**

# **TURF CHEMICAL**



Bensenville Public Works 717 E. Jefferson St. Bensenville, IL 60106 Phone: 630-350-3435 Fax: 630-594-1148 www.Bensenville.il.us

#### LEGAL NOTICE

#### **TURF CHEMICAL**

PLEASE TAKE NOTICE that Sealed Bids will be received in the Office of the Village Clerk, Village of Bensenville, 12 S. Center, Bensenville IL 60106 until 11:00 am local time on Monday, February 8, 2016.

The Village of Bensenville is seeking a contractor to apply broadleaf weed killer, crabgrass treatment and fertilizer to approximately 60 acres at 21 sites throughout the Village up to three times a year.

Specifications and Bid forms can be found at <u>www.bensenville.il.us</u> under "Business". They can also be picked up at the Public Works Department, 717 E. Jefferson, Bensenville IL 60106, or by e-mailing <u>kkatz@bensenville.il.us</u>, or by calling <u>630-350-3435</u>.

All bids require a Bid Bond, or Certified or Cashier's Check made payable to the Village of Bensenville for not less than ten percent (10%) of the bid amount.

Ilsa Rivera-Trujillo Village Clerk

Village of Bensenville Turf Chemical-BID

#### **GENERAL TERMS AND CONDITIONS**

1. <u>CONDITIONS</u> – Bidders should become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract is not a reason to alter the original contract or to request additional compensation. The term "Village" in these bid documents means the Village of Bensenville, Cook and DuPage Counties, Illinois.

#### 2. **BID SECURITY**

**2.1** Each Bid must be accompanied by Bid security made payable to the Village in an amount of ten percent (10%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.

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

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

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

**3.** <u>**REFERENCES</u>** - Included with bid proposal, provide a list of four current references to be used to determine the experience and capabilities in performing this type of work. Include company name, address, contact name, telephone number and email address. Municipal references are preferred.</u>

4. <u>Adjustments to Contract</u> - Village reserves the right to adjust the quantities of work, either up or down, dependent upon the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment is based on accepted unit prices.

#### 5. <u>COMPLETION TIME AND LIQUIDATED DAMAGES</u>

5.1 The start of work is April after contract execution.

**5.2** If the CONTRACTOR does not complete the work within the specified Contract time or within allowed extended time, the CONTRACTOR is liable to the Village in the amount of One hundred dollars (\$100.00), as liquidated damages, for each calendar overrun day from the contract time or allowed extended time.

**5.3** Liquidated damages owed to the Village may be deducted from payments to the CONTRACTOR. If the deduction does not fully equal the CONTRACTOR'S liquidated damages obligation, the CONTRACTOR shall pay the difference to the Village within ten

business days after demand for payment. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in final completion of the work.

6. <u>TAX EXEMPT STATUS</u> – By law, the Village is exempt from paying State or Local Retailer's Occupation Tax, State Service Occupation and Use Tax, and Federal Excise Tax. The Illinois State Exemption Number will be provided after Contract is awarded.

7. PRICING - Bid pricing for goods and services are valid through December 31, 2017.

8. <u>MULTI-YEAR CONTRACTS</u> -- Contracts with a duration greater than 12 months require annual renewals to be signed by the Village and Contractor.

**9.** <u>**CONTRACT EXTENSION & ESCALATOR CLAUSE**</u> – Upon mutual agreement, this contract may be extended for two, one year periods, with the first extension running from January 1, 2018 through December 31, 2018; and the second extension from January 1, 2019 through December 31, 2019.

A one-time economic adjustment for labor, material, and equipment costs shall be allowed for each one year extension to the Contract after the initial one year Contract period. This economic adjustment may not exceed the Published Chicago Consumer Price Index (CPI) for the previous twelve month period.

#### **SCOPE OF WORK**

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

This bid provides for Contractor to furnish all equipment, materials, labor, and coordination, of turf chemical application.

- I. Turf Fertilization / Weed Control Applications: This item shall include fertilization and weed control in turf at all sites, according to the schedule listed below (exact timing to be determined by weather).
  - Early Spring Application late April / early May before crabgrass germinates
  - Fertilizer at 1 lb. N /1000 sq. ft. (3-1-2 or 4-1-2 NPK ratio or approved equal)
  - Pre-emergent crabgrass control.
     <u>Mid-Summer Application</u> mid-June
  - Broadleaf Post-Emergent Selective Herbicide (combination product)
  - Fertilizer at .75 lb N/1000 sq. ft. (3-1-2 or 4-1-2 NPK ratio or approved equal) Early Fall Application – early September
  - Broadleaf Post Emergent Selective Herbicide (combination product)
  - Fertilizer at 1 lb. N/1000 sq. ft. (3-1-2 or 4-1-2 NPK ratio or approved equal)

All fertilizer and herbicide products shall be approved in advance by Village Forester or authorized representative. No products containing dicamba shall be used.

#### **II. Project Specifications**

- A. Contractor shall provide the following documentation prior to beginning work:
- 1. Verification of Contractor's Applicator's License provide with bid proposal
- 2. Verification of Staff's Applicator's Licenses provide with bid proposal
- 3. Safety Data Sheets for all products used throughout all seasons
- B. Contractor responsibilities:
  - 1. Apply all products in accordance to manufacturers' label instructions.
  - 2. Properly notify the public consistent with Illinois State Law.
  - 3. Applications shall be performed by a licensed/certified employee through the Illinois Department of Agriculture.
  - 4. Notify Director of Public Works or designee 72 hours before performing work.
  - 5. Ensure spray or granular material is not discharged into storm sewer catch basins, open watercourse, or any storm water conveyance system. Under no circumstances will chemical be swept, washed or otherwise allowed to enter storm drains.
  - 6. Remove granular materials deposited on sidewalks, driveways, parking lots, or other hard surfaces that may allow for transportation of fertilizer/herbicide to Village's storm sewer system immediately after occurrence. If Contractor has to be notified of error, Contractor must remove the same day Contractor is notified.
  - 7. Clearly mark areas after application of any fertilizer or weed control product.

#### **BIDDER INFORMATION SHEET**

NAME: (PRINT) KICHARD GLENN
SIGNATURE: SEEEN T
(PRINT)
ADDRESS: 1600 MOUNTAIN ST
AMRORA, IL 60505
TELEPHONE: (630) 231-000'7
FACSIMILE: (630) 562-2223
EMAIL: rick@greentservices.com
Please Return to:
Corey Williamson

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

Proposals must be in a sealed opaque envelope marked: TURF CHEMICAL - BID

The Proposals must be received by **11:00 am on Monday, February 8, 2016.** It is the responsibility of the proposer to deliver its bid to the designated person at the appointed place. Late delivery of a proposal for any reason, including faulty or late delivery by United States Mail or other carrier, will disqualify the proposal.

Village of Bensenville Turf Chemical- BID

		COST PER APPLICATION FERTILIZER & BROADLE WEED CONTROL		
LOCATION	Approx Acreage	2016	2017	
1) Northeast & Southeast corners: York & Irving Park Roads	.171	\$ X	\$ X	
2) East side York Rd: Roosevelt to Irving Park Rd.	.462	Х	Х	
3) Huffman Park & adjacent ROW (Church Road)	2.235	19600	19600	
4) Well House: 161 N. Church Rd.	1.235	11050	11050	
5) Former Police Station, 100 N. Church Rd.	.990	8500	8500	
6) Detention Basin: Church & Main	.830	6800	68.00	
7) Main St. Southside ROW: Church – York Roads	1.545	12750	127.50	
8) 6 N. Center (NW corner Main & Center)	.388	3400	34.00	
9) Railroad Ave: York Rd. and Center St.	.245	2550	2550	
10) 302 W. Green St. (Teen Center)	.187	1700	1700	
11) 216-218 West Green	.293	25.50	2550	
12) Village Hall and adjacent ROW	.664	5950	5950	
13) West side York Rd, south of Forestview	1.369	11900	119:00	
14) Marion & Red Oak unimproved ROW	.230	17.00	1700	
15) 711 E. Jefferson Wastewater Treatment Plant	3.081	X	25500	
16) 717 – 735 E. Jefferson & ROW (PW – Edge II)	1.224	10200	10200	
17) Redmond Recreational Complex to County Line Road including 545 John Street & ROW	40.484	344250	344250	
18) Redmond Ct. Drainage Basin	.681	5950	5950	
19) Legends ROW	1.575	1360	1360	
20) Route 83 median Construction EWOA to Thorndale (+.387)	3.964	34000	34000	
21) Police Headquarters 345 E. Green	1.909	16/50	16150	
Per Application Total:		\$5125	\$ 5380=	
YEARLY TOTAL (Application x 3):		\$ 15375	\$ 16,14000	
12 X				

### 8. Notify Village of turf insect or disease problems not covered by this Contract. <u>Turf Chemical Application Locations</u>

Authorized Signature:

Village of Bensenville Turf Chemical-BID

Title:	Supervisor	Date:	2-5-16
		Date.	~ · · 0

Village of Bensenville Turf Chemical- BID

#### **BID PRICE FORM**

If this Turf Chemical bid is accepted, the undersigned, familiar with the specifications and conditions affecting the cost of proposed product agrees to enter into an agreement with the Village in the form of these contract documents for the contract sum, in the time stated and following all terms and conditions.

Price includes all aspects associated with the Contractor furnishing supervision, labor, delivery, tools, and equipment necessary to complete standards in the specifications.

January 1, 2016 – December 31, 2016 Price \$ <u>15, 37500</u> January 1, 2017 – December 31, 2017 Price \$ <u>16, 14000</u>

GRAND TOTAL (2016 + 2017) = \$ 31, 515

Signed: Authorized Signature

Date: 2-5-16

Where bidder is a corporation, add:

Attest: (Secretary or other authorized officer)

(CORPORATE SEAL)

Village of Bensenville Turf Chemical- BID

Village of Carol Stream - Keith Taglia - (630)-327-0857

5-10415 result w/ immediately

• Fertilize and provide weed control for retention areas, medians and main strips alog Watt five several 4-5 acre 16

Village of Elwood- Max Bosso (815) 423-5011 ext 300

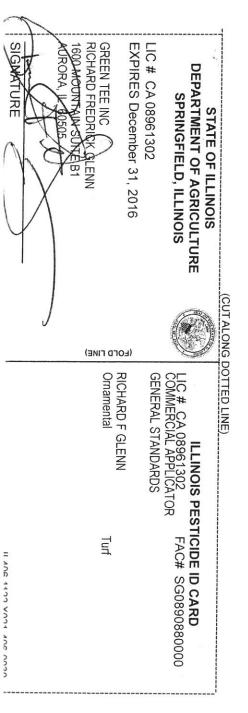
n

· Fertilize and provide weed control for soccer fields, medians and main strips

St Charles School District 303- John Baird (630) 957-8434 5-645. Bad dandelions. Fixed Did not I nate for several yes, Very responsive.

- Fertilize and provide weed control for schools and playgrounds FUOTBALLFields, screer 2 hiper 3 denver, 12 middle schouls Village of West Chicago- Mark Ruddick (630) 768-8871
  - Multiple services, multiple locations

past control only - 0.K got out of the aspect



# **BUREAU OF ENVIRONMENTAL PROGRAMS** ILLINOIS DEPARTMENT OF AGRICULTURE

CARD



1600 Mountain Street Aurora, IL 60505 rick@greentservices.com Supervisor **Rick Glenn** 

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9401 S. Pulaski				PHONE (A/C, No, E)	xt):		FAX (A/C, No):	i	
Evergreen Park, IL 60805 Anthony Carey				E-MAIL ADDRESS:					
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GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000
A X COMMERCIAL GENERAL LIABILITY			4G8830916	01	1/22/2016	01/22/2017	PREMISES (Ea occurrence)	\$	100
CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$	5
			5)				PERSONAL & ADV INJURY	\$	1,000
							GENERAL AGGREGATE	\$	2,000
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC					1		PRODUCTS - COMP/OP AGG	\$	2,000
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ALL OWNED AUTOS							BODILY INJURY (Per accident)	\$	
SCHEDULED AUTOS					1		PROPERTY DAMAGE		
HIRED AUTOS							(PER ACCIDENT)	\$	
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DEDUCTIBLE							AGGREGATE	\$	
RETENTION \$								\$	
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B AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE			BNUWC0130424	01	1/22/2015	01/22/2016	E.L. EACH ACCIDENT	\$	500.
OFFICER/MEMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE		500,
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		500.
A Property			4D88309	01	1/22/2016	01/22/2017			1,169,
DESCRIPTION OF OPERATIONS () CONTINUE	1 50 /	1		Pahadula II					
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#### **GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

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

1. <u>NON-DISCRIMINATION IN EMPLOYMENT</u> - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The proposer, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall not commit within the State of Illinois, under this contract, any unfair employment practices as defined in federal and state law.

2. <u>PERMITS AND LICENSES</u> - The successful Proposer shall obtain, at its own expense, all permits and licenses which may be required to complete the Contract, and /or required by municipal, state and federal regulations and law.

**3.** <u>**REMOVAL OR SUSPENSION OF BIDDERS</u>** - Village may remove or suspend bidder from the bidder's list for a specified period not to exceed two years. The Bidder will be given notice of such removal or suspension if:</u>

- A. Services performed do not comply with contract specifications;
- B. Work is not done within the contract's specified timeframe;
- C. An offer is not kept firm for the length of time specified in the contract;
- D. Contractor fails to provide performance bond when required by invitation to bid;
- E. Contractor is found guilty of collusion;
- F. Bankruptcy or evidence of insolvency is found;
- G. An employee currently serves as a Bensenville Board member or Village employee and is financially involved in proposed work.

#### 4. <u>COMPLIANCE TO LAW</u>

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

**4.2** All merchandise, commodities and services must conform to all standards and regulations as set by the Occupation Safety Health Administration (O.S.H.A.).

4.3 Bidder must complete. Notarize and return the Bid Compliance Page with bid.

#### 5. **BIDDING CONDITIONS**

**5.1**<u>BID ATTACHMENTS</u> - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.

**5.2** <u>BID BINDING</u> - Unless otherwise specified, all bids shall be binding for Ninety days following the bid opening date.

**5.3** <u>BID OPENING</u> - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.

**5.4** <u>BID PRICE FORM</u> – Submit prices on the enclosed Bid Price Form completed properly and signed in ink.

**5.5** <u>BIDDER'S COMPETENCE</u> - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractor Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.

**5.6** <u>CHANGES IN CONTRACT DOCUMENTS</u> - Changes or corrections may be made by the Village after they are issued by the Village. Addendum or addenda shall take precedence over that portion of the documents concerned, and become part of the contract documents. Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. It is the bidder's responsibility to regard all **addenda which will be posted on Village website** at least four days prior to date established for receipt of bids.

**5.7** <u>EXAMINATION OF BIDDING DOCUMENTS</u> - Bidder shall carefully examine all contract documents and addenda to become thoroughly familiar with the detailed requirements prior to submitting proposal. If a bidder finds discrepancies or ambiguities in, or omissions from documents, or is in doubt as to their meaning, he/she shall notify the Village Clerk not later than ten days prior to bid due date. All addenda will be posted on the Village website (www.bensenville.il.us) under "Business". Addenda shall not be made less than four days prior to bid opening. Bid Documents shall be used by each Bidder in preparing its Bid and neither the Village nor the Architect or Engineer assumes any responsibility for errors or misinterpretations resulting from the use of an incomplete set of Bid Documents. The Village is not responsible for oral instructions. Direct inquiries to the Deputy Village Clerk. After the bids are received, no allowance will be made for bidder oversight.

**5.8** <u>LATE BIDS</u> – Formal bids received after specified bid opening time will not be considered and will be returned unopened.

**5.9** <u>MISTAKE IN BID AND BID CHANGES</u> – Bids cannot be modified after submittal. If an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.

**5.10** <u>RESPONSE TO INVITATIONS</u> - Contractors unable to bid or not bidding will provide a letter of explanation and return the bid form. Contractors who fail to respond on two successive bids will be removed from the qualified bidder's list.

**5.11** <u>WITHDRAWAL OF BIDS</u> - A written withdrawal request must be received by the Deputy Village Clerk before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn.

6. <u>AWARD, REJECTION OR DISQUALIFICATION OF BIDS</u> – Contracts are awarded to the lowest responsible bidder. The Village's has the right to reject any or all Bids and to waive informality or irregularity in any Bid received and to award each item to different Bidders or all items to a single Bidder (to accept, split, and or reject part(s) of any of all Bids). The Village has the right to reject a Bid if the Bidder failed to furnish required Bid security or to submit data required by the Bidding documents, or if the Bid is incomplete or irregular as determined by the Village.

**6.1** Responsibility of a bidder is determined by consideration of:

- A. Bidder's character, integrity, reputation, judgment, experience and efficiency;
- B. Bidder's ability, capability, and skill to perform the service required;
- C. Whether the Bidder can perform the contract or provide the service promptly, or within the service specified, without delay or interference;
- D. Bidder's performance quality in previous contracts of services;
- E. Bidder's previous and existing compliance with laws and ordinances relating to the contract or service;
- F. Bidder's ability to provide future maintenance and service for Contract subject;
- G. Number and scope of conditions attached to the Bid;
- H. Responsiveness to the exact requirements of the invitation to Bid;
- I. Current, uncompleted work in which Contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
- J. Bidder's financial resources;
- K. Cash discounts offered;
- L. Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price is to be taken into consideration, and a bid which is low in price may be rejected if the furnished material is not the best;
- M. Direct, indirect and incidental costs to the Village;
- N. Ability to work cooperatively with the Village and its administration;
- O. Past Village records of the Bidder's transaction or with other entities as evidence of the Bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency and cooperativeness; and,
- P. Any other evidence of bidder's responsibility as determined by the Village.
- 6.2 The Village may reject any and all Bids, and may re-advertise for new bids.

**6.3** The following may be cause for disqualification of a submitted Bid:

- A. Prices excessively high and/or exceed monies available for the Contract;
- B. Failure to submit Bid deposit or surety;
- C. Failure to offer to meet specified delivery or performance schedules;
- D. Failure to price out the Bid in the required format; or qualification of price to protect the Bidder from unknown future market conditions;
- E. Rights of the purchasing agency limited under any contract clause;
- F. Bidder currently on "debarred" bidders list. "Debarred" bidders list are vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact Village Finance Director;
- G. Reasonable basis to suspect either conflict of interest or collusion among Bidders;

- H. Bidder does not provide requested data, literature, samples, or affidavits with Bid;
- I. Late Bids;
- J. Failure of any authorized person to sign the Bid; and
- K. Bidder is prohibited by local, state or federal law from entering into public contracts.

**6.4** Village staff is authorized to independently investigate matters of bidder's responsibility and verify any statement made to the Village by the bidder.

**6.5** <u>NOTICE OF AWARD</u> – After the acceptance and award of the bid, and upon receipt of a purchase order executed by proper Village officials, this instruction to bidders, including specifications, and bid price form constitutes part of the legal contract between the Village of Bensenville and the Contractor.

#### 7. CONTRACT PROVISIONS

**7.1** <u>CATALOGS</u> – If requested, Bidder will submit catalogs, descriptive literature, detailed feature drawings, designs, construction, finishes, operational manuals and the like not listed in the Specifications to fully illustrate and describe the material or Work proposed.

**7.2** <u>MATERIAL, EQUIPMENT, AND WORKMANSHIP</u> - Unless otherwise specified, materials and equipment incorporated in Contract will be new and good quality. All workmanship will be good quality and free from defects. If asked, Contractor shall furnish satisfactory evidence as to source, kind and quality of materials and equipment.

**7.3** <u>SHOP DRAWINGS</u> – Bidder will submit detailed shop drawings and layouts showing characteristics of equipment, installation and operation details.

7.4 <u>SPECIAL HANDLING</u> – Before delivering caustic, corrosive, flammable or dangerous to handle product, Contractor will provide written directions for how to handle such products, plus antidote or neutralizing material required in first aid. Contractor will notify Village and provide material safety data sheets for substances used in connection with Contract defined as toxic under the <u>Illinois Toxic Substances Disclosure to Employees Act</u>. Failing or delaying to provide data sheets may cause disqualification.

**7.5** <u>TRAINING</u>, <u>DEMONSTRATIONS</u> – If requested Contractors are required to present a demonstration of bid item if Village has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no charge" to the Village and must be at a site convenient and agreeable to the affected Village personnel.

**8.** <u>VILLAGE SUPERVISION</u> - The Village Manager, or designee, has full authority over the contracted work and will interpret specifications in a dispute. He/she may order minor changes in a specification if necessary. Major changes will be "additions".

**9.** <u>SAFETY/LOSS PREVENTION PROGRAM</u> – The Village may request the contractor provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to approval to work with the Village. Evidence of completed employee safety training shall be provided if requested by the Village.

10.  $\underline{VENUE}$  – For the purposes of a lawsuit(s) between Contractor and Village regarding the Contract, its enforcement, or subject matter, the venue shall be in DuPage County, Illinois and the laws of the State of Illinois shall govern the cause of action.

#### 11. DELIVERY

- A. Bid items must be delivered within four weeks from the Contract execution date. The Village may cancel the Contract without obligation if Delivery requirements are not met. If Contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision.
- B. All deliveries must be made Monday Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m.
- C. Shipments become the property of the Village after delivery and acceptance.
- D. Bid price shall include delivery as indicated herein.
- E. All prices must be quoted F.O.B. Bensenville, Illinois.
- F. CONTRACTOR assumes all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at point of delivery; and shall purchase and maintain insurance on the Goods during fabrication process and while in transit to insure against the perils of fire and extended coverage including "all risk" insurance for physical loss and damage including theft, vandalism and malicious, mischief, collapse, water damage and other perils, as CONTRACTOR deems appropriate.

#### 12. DAMAGES TO PROPERTY

**12.1** CONTRACTOR is responsible for property damage caused by their work performed for this contract and shall replace or restore it to its original condition at no cost to the occupant, owner or Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

**12.2** CONTRACTOR is not authorized to drive equipment on private property without property owner's written authority.

**12.3** If damage exists before work begins (i.e. sidewalk, driveway cracks) it is recommended that contractor notify Director of Public Works prior to starting work. Take pictures of preexisting damage before beginning. This is for the CONTRACTOR'S protection.

**13.** <u>VILLAGE INSURANCE REQUIREMENT</u> – Contractors shall procure and maintain for the contract duration insurance against claims for injuries to persons or property damages which may arise from or in connection with the performance of the Contracted, his agents, representatives, employees, or subcontractors.

13.1 MINIMUM SCOPE OF INSURANCE COVERAGE SHALL BE AT LEAST AS BROAD AS:

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

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

#### 13.2 MINIMUM LIMITS OF INSURANCE CONTRACTOR SHALL MAINTAIN:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum General Aggregate not less than \$1,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- C. Workers' Compensation: Statutory Limits
- D. Employers' Liability limits of \$1,000,000 per accident.

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

**13.4** <u>OTHER INSURANCE PROVISIONS</u> - Policies are to contain, or be endorsed to contain:

#### A. General Liability and Automobile Liability Coverages

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

officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

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

**13.5** <u>ACCEPTABILITY OF INSURERS</u> - Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois.

**13.6** <u>VERIFICATION OF INSURANCE COVERAGE</u> - Contractor shall give the Village of Bensenville certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. Village of Bensenville may request full certified copies of policies and endorsements.</u>

#### 13.7 SUBCONTRACTORS ARE PROHIBITED

**13.8** <u>ASSUMPTION OF LIABILITY</u> - Contractor assumes liability for all injury to or death of any person(s) including employees of the Contractor, any sub-contractor, any supplier or other person(s) and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

#### 14. INDEMNITY/HOLD HARMLESS PROVISION

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

Contractor agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such

claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

**15.** <u>**DEFAULT**</u> - The Village may, subject to the provisions specified, by written notice of default to the contractor, terminate the whole or any part of this contract if the Contractor/Vendor fails to:

- A. make material delivery or perform the services within specified time or any extension hereof; or
- B. make progress that endangers contract performance; or
- C. provide or maintain in full force and affect the liability and indemnification coverages or performance bond as required.

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

**16.** <u>ALTERNATE MATERIALS AND EQUIPMENT</u> - Where specifications read "or approved equal", contractor shall give written description to Public Works Director for approval. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that performs a comparable function and is equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives identify by brand name and catalog number. Also include manufacturer's literature with the bid. Bidders will be required to furnish samples upon request and without charge to the Village.

**17. <u>BIDDER'S ACCESS TO PROCUREMENT INFORMATION</u> - All procurement information shall be public record to extent provided in Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.</u>** 

18. ACCEPTANCE - Contracted work is accepted when final payment is made.

**19.** <u>**PAYMENT**</u> – The Village Board approves payouts to vendors at regular Village Board meetings which typically occur on the second and fourth Tuesdays of the month. Payment is made by check and issued the same week as payout approval. Payouts do not appear on the agenda until the appropriate Village staff has accepted the product to be delivered, or work performed under contract.

**20. <u>PAYMENT WITHHELD</u>** - The Village may withhold, or due to subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect itself from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims;
- c. Contractor's failure to properly pay subcontractors or for material or labor;
- d. Damage to other contractors' tools, materials, work or equipment;

e. Damage to public or private property.

When issues are remedied, payment for amounts withheld because of it will be made.

**21. <u>DEDUCTIONS FOR UNCORRECTED WORK</u> - If the Village deems it inexpedient to correct work done in accordance with the Contract, an equitable deduction from the Contract price shall be made.</u>** 

**22**. <u>LIENS</u> – The Village reserves the right to request waivers of lien whether partial or final if the Contractor utilizes subcontractor(s).

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

#### 24. GUARANTEES AND WARRANTIES

**24.1** All material, workmanship, services, and purchased commodities will be guaranteed from defects for at least one year, or for the period of time specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, without delay, at no extra charge to the Village. Said time period shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, at no extra charge to the Village.

**24.2** All warranties for materials or equipment must be received with title before payment is recommended.

**25.** <u>CHANGES/ADDITIONAL SERVICES/DELETIONS</u> - Requests for changes or modifications to this contract must be submitted in writing and approved by the Village Director of Public Works or designee, prior to such changes or modifications being made. Additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work starting. If charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.

**26.** <u>CHANGE ORDER AUTHORIZATION</u> - Pursuant to Public Act 85-1295 (720 ILCS 5/33E-1 et seq.) no change order may be made in this contract which authorizes or necessitates an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or designee that:

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

The party authorized to execute the above certification is the Village of Bensenville.

VENDOR:	$\sim$ ()
1	
Al	
Signature	

Village of Bensenville:

Signature

Supervisor Title 2-5-16 Date

Title

Date

#### VILLAGE OF BENSENVILLE **BID COMPLIANCE CERTIFICATION**

I, RECHARD FGIENN, having been first duly sworn, depose and state that: owner/authorized company representative)

GREEN	T	SERVICES	("Contractor"), having submitted a proposal for:
(N	lame of	f Company)	

to the Village of Bensenville, hereby certifies that

Contractor:

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

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

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

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

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

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

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

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

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

By: (Officer or Owner of Company stated above) Title: <u>GENELS</u> <u>MANGLER</u>

SUBSCRIBED AND SWORN to before me

OFFICIAL SEAL H MEKJIAN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES JUNE 25, 2017
6



 Submittal Checklist – Bid Packet must be returned in its entirety
Bidder Information Sheet
Bid Price Sheets
Addenda Number Acknowledged, if applicable
References
Contractor's and Applicators' Illinois Department of Agriculture Licenses
Bid Security of 10%
Signature Page

AWARDED CONTRACTOR REQUIREMENTS				
Performance Bond, if applicable	25% due within 10 days of notice of award			
Payment Bond, if applicable	25% due within 10 days of notice of award			
Certificate of Insurance				
Certificate of Compliance				
Executed Contract with Authorized Signatures				

Adjusted 2017 price

#### 8. Notify Village of turf insect or disease problems not covered by this Contract. <u>Turf Chemical Application Locations</u>

		COST PER FERTILIZEI WEED		
LOCATION	Approx Acreage	2016	2017	
1) Northeast & Southeast corners: York & Irving Park Roads	.171	\$ X	\$ X	
2) East side York Rd: Roosevelt to Irving Park Rd.	.462	X	X	_
3) Huffman Park & adjacent ROW (Church Road)	2.235	19600	1960	-
4) Well House: 161 N. Church Rd.	1.235	11050	11050	-
5) Former Police Station, 100 N. Church Rd.	.990	8500	8500	-
6) Detention Basin: Church & Main	.830	6800	68.00	
7) Main St. Southside ROW: Church - York Roads	1.545	12750	127.50	-
8) 6 N. Center (NW corner Main & Center)	.388	34.00	34.00	-
9) Railroad Ave: York Rd. and Center St.	.245	2550	2550	-
10) 302 W. Green St. (Teen Center)	.187	1700	17.00	-
11) 216-218 West Green	.293	25.50	2550	-
12) Village Hall and adjacent ROW	.664	5950	5950	-
13) West side York Rd, south of Forestview	1.369	11900	119:00	-
14) Marion & Red Oak unimproved ROW	.230	17.00	17.00	-
15) 711 E. Jefferson Wastewater Treatment Plant	3.081	X	25500	1
16) 717 – 735 E. Jefferson & ROW (PW – Edge II)	1.224	10200	10200	-
17) Redmond Recreational Complex to County Line Road including 545 John Street & ROW	40.484	344250	344250	
18) Redmond Ct. Drainage Basin	.681	5950	5950	
19) Legends ROW	1.575	136=	3600	-
20) Route 83 median Construction EWOA to Thorndale (+.387)	3.964	340-	34000	-
21) Police Headquarters 345 E. Green	1.909	16150	1, 150	
Per Application Total:		\$5125	\$ 5380 5	\$ 5,244
YEARLY TOTAL (Application x 3):		\$ 15,375	\$ 16,140=	
Authorized Signature:	><			15,732

Village of Bensenville Turf Chemical-BID

#### YEAR TWO of a TWO-YEAR AGREEMENT FOR TURF CHEMICAL SERVICES FOR THE VILLAGE OF BENSENVILLE, ILLINOIS

THIS EXTENSION OF AGREEMENT is made on this <u>7</u> day of <u>FERED ANAL</u> 2017, between the Village of Bensenville, Illinois (hereinafter "OWNER"), whose principal address, for the purposes of any notice, is: Director of Public Works, 717 E. Jefferson Street, Bensenville, Illinois 60106, and Green T Services (hereinafter "CONTRACTOR"), of 1600 Mountain Street, Aurora, Illinoi, 60505.

OWNER and CONTRACTOR acknowledge and mutually agree as follows:

- 1. OWNER and CONTRACTOR entered into a two-year Agreement for Turf Chemical Treatment for the Village of Bensenville, Illinois dated February 5, 2016.
- 2. The CONTRACT altered in mid-2016 reduced the number of sites to be treated. The 2017 cost for each of the three treatments is \$5,244; the CONTRACTOR agrees that the number of treatments and locations may be altered per the OWNER.
- 3. Any and all other provisions of the Agreement (or subsequent Amendments) not otherwise amended herein shall remain applicable, governing and in full force and effect throughout the Extended Term of the Agreement.

Both parties indicate their approval of this Extension of Agreement by their signatures below.

Green T Services, Village of Bensenville, By: Inc Authorized Signature Authorized Signature FGLENN TCHARM **Printed Name Printed Name** <u>Supervise</u> tle 2/7/17 Title Title Date

#### TYPE:

Х

#### SUBMITTED BY:

<u>K. Pozsgay</u>

DEPARTMENT:

**DATE:** <u>02-28-17</u>

#### **DESCRIPTION:**

Ordinance Approving a Variance for a Monument Sign for the Applicant South Water Signs, Located at 1230 Mark Street, Bensenville, IL

# SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

Financially Sound Village Quality Customer Oriented Services

Safe and Beautiful Village

Enrich the lives of Residents Major Business/Corporate Center X Vibrant Major Corridors

#### **COMMITTEE ACTION:**

Committee voted 6-0 unanimously.

**DATE:** 02-21-17

#### BACKGROUND:

- 1. The applicant, South Water Signs, is installing signage at the new MB Financial site.
- 2. They are moving into a multi-tenant space that already has a professional directory monument sign on site.
- 3. The site is allowed one monument sign per code.
- 4. The existing monument sign is on the middle portion of the site, while the proposed sign is on the eastern portion.

#### **KEY ISSUES:**

- 1. This is a unique situation as the bank has relocated into a low visibility inline space.
- 2. They are moving from a highly visible location at Mark and Route 83 (1050 N. IL Route 83).

#### ALTERNATIVES:

Discretion of the Board.

#### **RECOMMENDATION:**

- 1. The staff respectfully recommends that the variance be approved.
- 2. At the 01.16.17 Public Hearing the Community Development Commission voted unanimously to recommend approval of the variance.
- 3. There were no members of the public wishing to be heard.

#### **BUDGET IMPACT:**

n/a

#### **ACTION REQUIRED:**

Approval of an Ordinance approving a variance for a monument sign for the applicant South Water Signs, located at 1230 Mark Street, Bensenville, IL

#### ATTACHMENTS:

Description	<u>Upload Date</u>	<u>Туре</u>
Ordinance	2/22/2017	Ordinance
Aerial and Zoning Map	2/22/2017	Backup Material

#### **ORDINANCE #**

#### AN ORDINANCE GRANTING APPROVAL OF A VARIANCE TO ALLOW A MONUMENT SIGN AT THE PROPERTY COMMONLY KNOWN AS 1230 MARK STREET, BENSENVILLE, ILLINOIS

WHEREAS, Gator Partners Investments ("Owner") and South Water Signs ("Applicant"), filed an application (CDC Case #2016-29) for approval of a variance to allow the construction of a monument sign, Municipal Code Section 10 - 18 - 12A - 3b - 1 of the Village of Bensenville Zoning Ordinance ("Zoning Ordinance") for the property located at 1230 Mark Street, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the variances sought by the Applicant was published in the Bensenville Independent on December 29, 2016 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on January 16, 2017 as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission approved the findings of fact submitted by the Applicant recommending approval of the variance and, thereafter, voted (5-0) recommending approval of the variance, and forwarded its recommendations, including the Staff Report and findings relative to the variations as are attached hereto and incorporated herein by reference as Exhibit "B" to the Community and Economic Development Committee, which concur with the recommendation made therein,; and

WHEREAS, the Community and Economic Development Committee voted unanimously (5-0) to recommend approval of the variance to allow the construction of the monument sign; and WHEREAS, on February 21, 2017 the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested variance as recommended by the Community and Economic Development Committee to allow the construction of a monument sign is consistent with the Zoning Ordinance.

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

**SECTION ONE:** That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

**SECTION TWO:** That the Subject Property is currently zoned under the Zoning Ordinance as I-2 Light Industrial District, which zoning classification shall remain in effect subject to the variance approved herein.

**SECTION THREE**: That the Staff Report and Recommendation to approve the variance sought, being reviewed, is adopted by the Village Board of Trustees, which has found that the variance should be approved as requested on the facts submitted by the Applicant.

**SECTION FOUR**: That the variance sought by the Owner/Applicant to allow the monument sign on the Subject Property is hereby approved with the following conditions:

- 1. The plans and aesthetics of the sign to be in substantial compliance with the plans submitted with this application
- 2. MB Financial shall remove the monument sign and replace the landscaping as it currently exists should they close this location or move facilities.

2

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, this 28<sup>th</sup> day of February, 2017.

Village President

ATTEST:

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Ilsa Rivera-Trujillo, Village Clerk

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

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

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

## Ordinance # \_\_\_\_\_ Exhibit "A" Legal Description

The Legal Description of the property is as follows:

LOT 1 AND 2 AND THE WEST 36.73 FEET OF LOT 3 IN THORNDALE BUSINESS PARK IN BENSENVILLE, ILLINOIS, A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 1230 Mark Street, Bensenville, IL 60106

## Ordinance # \_\_\_\_\_ Exhibit "B" Community Development Commission Findings of Fact / Recommendation

Motion:

Commissioner Lomax made a motion to approve the findings of fact for the proposed variance to allow a monument sign as presented by Staff consisting of:

**Special Circumstances**: Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

**Applicant's Response**: We are moving from a location with direct street view to a site that doesn't have as prominent of exposure. An MB Financial standard monument sign would provide more exposure to the street. The existing multi-tenant sign for the building does not allow for proper visual or directional for our business.

**Hardship or Practical Difficulties**: For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

**Applicant's Response**: Without the installation of this standalone sign, it would cause for inconvenience to the local businesses looking to continue banking in the area. Long-term, employees would be able to provide proper directions to customers looking for the branch.

**Circumstances Relate to Property**: The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

**Applicant's Response**: Due to the layout of the building, there is little visual to our business from the street. This sign would allow for us to direct traffic flow to the proper entrance.

**Not Resulting from Applicant Action**: The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of

any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

**Applicant's Response**: This special circumstance has not resulted from any act of MB Financial Bank nor any other party with an interest in the property.

**Preserve Rights Conferred by District**: A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

**Applicant's Response**: A variance for this sign is necessary for MB Financial Bank to enjoy a substantial property right possessed by other properties in the zoning area with comparison to business signage.

**Necessary for Use of Property**: The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

**Applicant's Response**: Because our space within the building is set back from the street, the sign would allow for a proper visual from the street. Without it we would be deprived of comparable economic return from the previous location.

Not Alter Local Character: The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

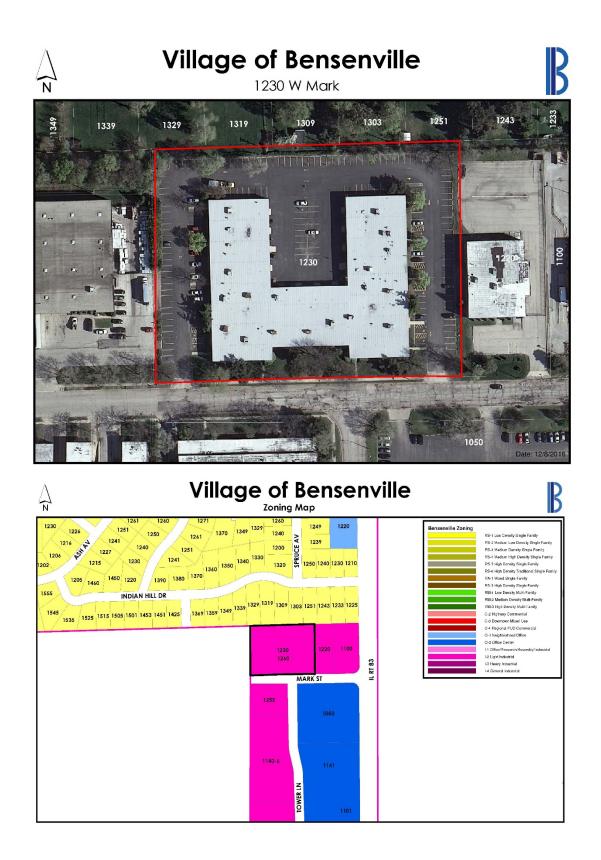
**Applicant's Response**: A variance for this sign would not alter the essential character of the locality nor substantially impair environmental quality, property values, or public safety or welfare in the vicinity.

**Consistent with Title and Plan**: The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

**Applicant's Response**: A variance for this sign will not serve to substantially invalidate or nullify any part of the Ordinance of the General Development Plan or other plans of the Village of

	Bensenville. We wish to continue to provide services to local businesses and this sign would help in retaining the clientele.
	<b>Minimum Variance Needed</b> : The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.
	<b>Applicant's Response</b> : The requested sign would provide MB Financial Bank with relief from practical difficulties by maintaining flow from the existing location to our new location and would allow us reasonable use and enjoyment of the property.
	Commissioner Marcotte seconded the motion.
ROLL CALL:	Ayes: Moruzzi, Lomax, Marcotte, Pisano, Rodriguez
	Nays: None
	All were in favor. Motion carried.
Motion:	Commissioner Marcotte made a motion to recommend the Variance from Monument Sign; Number Permitted with the conditions recommended as presented by Staff:
	Commissioner Rodriguez seconded the motion.
ROLL CALL:	Ayes: Moruzzi, Lomax, Marcotte, Pisano, Rodriguez
	Nays: None
	All were in favor. Motion carried.





TYPE:

#### SUBMITTED BY: K. Pozsgay

<u>Ordinance</u>

DEPARTMENT:

**DATE:** <u>02-28-17</u>

#### **DESCRIPTION:**

Ordinance Approving Fence Variances for Applicant, Lois Phelan at 457 S Church Road, Bensenville, IL

## SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

x

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

\_\_\_\_\_

## **COMMITTEE ACTION:**

DATE:

Committee voted 6-0 unanimously.

02-21-17

## BACKGROUND:

- 1. The applicant, Lois Phelan, is seeking to install a fenced in area in her corner side yard to provide safety on a busy intersection of two Collector Streets.
- 2. The area will also be a space to be able to let her dog out.
- 3. The home has two doors, both of which are on the southern (Jefferson Street) façade.
- 4. The fence is 3.5 foot high spaced wood white picketed. There will be 3 sections forming a square section around her front door and porch (the entrance is in the corner side yard).

## **KEY ISSUES:**

- 1. Safety is a concern on this busy intersection of Jefferson Street and Church Road.
- 2. Lois Phelan recently had some health issues and is no longer able to walk her dog on a leash.
- 3. The fence as proposed does not impact the "Vision Clearance Triangle" at the street corner.

## ALTERNATIVES:

Discretion of the Board.

#### **RECOMMENDATION:**

- 1. The staff respectfully recommends that both variances be approved.
- 2. At the 01.16.17 Public Hearing the Community Development Commission voted unanimously to recommend approval of the variances.
- 3. There were no members of the public wishing to be heard.
- 4. On Tuesday 02.21.17 the CEDC voted 6 0 to approve the requested variation.

## **BUDGET IMPACT:**

n/a

#### **ACTION REQUIRED:**

Approval of an Ordinance Authorizing the fence variances at 457 S. Church Road.

<u>ATTACHMENTS:</u>		
Description	<u>Upload Date</u>	<u>Type</u>
Ordinance	2/22/2017	Ordinance
Aerial and Zoning Map	2/22/2017	Backup Material

#### ORDINANCE #

## AN ORDINANCE GRANTING APPROVAL OF A VARIANCE TO ALLOW A FENCE WITHIN THE CORNER SIDE YARD AT THE PROPERTY COMMONLY KNOWN AS 457 SOUTH CHURCH ROAD, BENSENVILLE, ILLINOIS

WHEREAS, Lois Phelan ("Owner/Applicant"), filed an application (CDC Case #2016-30) for approval of a variance to allow the construction of a fence in a corner side yard, Municipal Code Section 10 - 14 - 11 of the Village of Bensenville Zoning Ordinance ("Zoning Ordinance") for the property located at 457 South Church Road, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the variances sought by the Applicant was published in the Bensenville Independent on December 29, 2016 by the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the Subject Property and via First Class mail to taxpayers of record within 250 feet of the Subject Property, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on January 16, 2017 as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission approved the findings of fact submitted by the Applicant recommending approval of the variance and, thereafter, voted (5-0) recommending approval of the variance, and forwarded its recommendations, including the Staff Report and findings relative to the variations as are attached hereto and incorporated herein by reference as Exhibit "B" to the Community and Economic Development Committee, which concur with the recommendation made therein,; and

WHEREAS, the Community and Economic Development Committee voted unanimously (5-0) to recommend approval of the variance to allow the construction of the fence; and

WHEREAS, on February 21, 2017 the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees; and WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested variance as recommended by the Community and Economic Development Committee to allow the construction of a fence is consistent with the Zoning Ordinance.

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

**SECTION ONE**: That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

<u>SECTION TWO</u>: That the Subject Property is currently zoned under the Zoning Ordinance as RS - 5 High Density Single Family, which zoning classification shall remain in effect subject to the variance approved herein.

**SECTION THREE**: That the Staff Report and Recommendation to approve the variance sought, being reviewed, is adopted by the Village Board of Trustees, which has found that the variance should be approved as requested on the facts submitted by the Applicant.

**SECTION FOUR**: That the variance sought by the Owner/Applicant to allow the fence on the Subject Property is hereby approved with the following conditions:

- 1. The fence must be installed at least 5 feet off the Jefferson property line.
- 2. The fence cannot extend west of the home.
- 3. The plans and aesthetics of the fence to be in substantial compliance of the revised plans submitted with this application.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, this 28<sup>th</sup> day of February, 2017.

Village President

ATTEST:

1

Ilsa Rivera-Trujillo, Village Clerk

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

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

ABSENT:

# Ordinance # \_\_\_\_\_ Exhibit "A" Legal Description

The Legal Description of the property is as follows:

OF LOT 58 IN VOLK BROTHERS FIRST ADDITION TO EDGEWOOD IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926 AS DOCUMENT 213085 IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 457 South Church Road, Bensenville, IL 60106

# Ordinance # \_\_\_\_\_ Exhibit "B" Community Development Commission Findings of Fact / Recommendation

Motion:

Commissioner Marcotte made a motion to approve the findings of fact for the proposed variance to allow a monument sign as presented by Staff consisting of:

1) Special Circumstances: Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

**Applicant's Response**: It's a corner lot on Jefferson and Church that we would like to install a small decorative white picket fence.

2) Hardship or Practical Difficulties: For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

**Applicant's Response**: Lois Phelan is 84 years old. Has lived on this property since 1977. She suffered a stroke on 9/8/16. The stroke occurred at her job, at the Bensenville Library where she has worked since 2000. Lois has a dog. She can no longer physically put the dog on a chain or leash to let the dog out. There is no back door to let the dog out, only two front doors that face Jefferson. A fence in the front of the house would ease her burden and keep the dog safe.

3) Circumstances Relate to Property: The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

**Applicant's Response**: The house sits on two busy arterial streets. The fence will provide a safe yard space to enjoy the full use of my property. A wooden picket fence shouldn't interfere with neighbor's views or cause obstructions. Eight properties on Jefferson have fences.

4) Not Resulting from Applicant Action: The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

Applicant's Response: No action has been taken, no construction.

5) Preserve Rights Conferred by District: A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

**Applicant's Response**: Eight properties on Jefferson have fences. We are not sure which properties are incorporated. The house on Jefferson and Judson has a nice white picket fence. We would like the same.

6) Necessary for Use of Property: The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

**Applicant's Response**: There are no rear doors which make it possible to put the fence in the rear yard. The house is on the corner of two busy arterial streets. The fence provides safety.

7) Not Alter Local Character: The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

**Applicant's Response**: The granting of the variance shouldn't alter the essential character of the locality. It will only enhance the property in our opinion.

8) Consistent with Title and Plan: The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

**Applicant's Response**: The granting of the variance will be in harmony with the general purpose and intent of the village in our opinion.

9) Minimum Variance Needed: The variance approved is the minimum required to provide the applicant with relief from undue

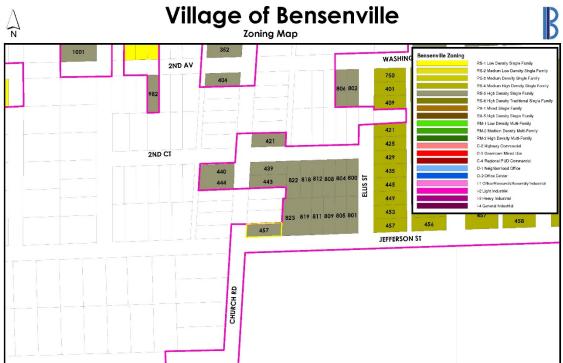
	hardship or practical difficulties and with reasonable use and enjoyment of the property.
	<b>Applicant's Response</b> : The variance would ease a hardship for Lois Phelan. She can no longer handle her dog appropriately. A fenced in yard for a dog seems like a reasonable request. Eight properties on Jefferson have fences already.
	Commissioner Pisano seconded the motion.
ROLL CALL:	Ayes: Moruzzi, Lomax, Marcotte, Pisano, Rodriguez
	Nays: None
	All were in favor. Motion carried.
Motion:	Commissioner Lomax made a motion to recommend the Variance from Monument Sign; Number Permitted with the conditions recommended as presented by Staff:
	Commissioner Rodriguez seconded the motion.
ROLL CALL:	Ayes: Moruzzi, Lomax, Marcotte, Pisano, Rodriguez
	Nays: None
	All were in favor. Motion carried.

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TYPE:

#### SUBMITTED BY: Frank J. Kosman

Resolution

DEPARTMENT: Police

DATE: February 28, 2017

#### **DESCRIPTION:**

Approval of a Resolution Authorizing an Extension of the IGA with the Village of Addison for Police Dispatch Services from May 1, 2017 through April 30, 2020

## SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

#### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

СОМ	IMITTEE ACTION:	DATE:
Х	Safe and Beautiful Village	Vibrant Major Corridors
Х	Quality Customer Oriented Services	Major Business/Corporate Center
Х	Financially Sound Village	Enrich the lives of Residents

The Public Safety Committee approved the proposed Resolution 6-0 during their regularly scheduled meeting.

February 21, 2017

## **BACKGROUND:**

In 2011, the Village Board approved an IGA with the Village of Addison to provide police dispatch services. In 2014, the Village Board approved an extension of the IGA through 4/30/2017, which is attached. Through the first 6 years of the IGA, the Village has realized approximately \$1.2 million in savings. Under the terms of the proposed extension, the Village is expected to realize another \$451,671 in savings. Staff has attached the memo from 2014 and a new one that explains the savings.

Bensenville was the first to partner with Addison for police dispatching. Since Then, Bloomingdale, the DuPage County Forest Preserve, Wood Dale, Itasca and Glendale Heights have become partners. Recently, Fire Districts have joined ACDC. The Bensenville Fire District will be joining this May. Attached is the 2016 ACDC Annual Report with further information.

## **KEY ISSUES:**

In 2015, the IGA was updated and approved by the Village Board so that each agency would only have to renew the exhibit related to them along with the Village of Addison to extend the IGA. The only terms that are changed in the proposed extension are the annual service fees. The increase is 5.5% per year. The increase is based on increased personnel costs and is in line with the other agencies. The proposed annual service rates are as follows:

- 5/1/17 through 4/30/18 \$252,335.67 (5.5% increase)
- 5/1/18 through 4/30/19 \$266,214.13 (5.5% increase)
- 5/1/19 through 4/30/20 \$280,855.91 (5.5% increase)

## ALTERNATIVES:

- 1. Approval of the Resolution.
- 2. Discretion of the Village Board.

#### **RECOMMENDATION:**

Village Staff recommends approval of the Resolution Authorizing an IGA extension with The Village of Addison for dispatching services.

## **BUDGET IMPACT:**

The increase is within the amount budgeted in FY2017.

## **ACTION REQUIRED:**

Approval of a Resolution authorizing a contract extension with the Village of Addison for dispatching services until April 30, 2020.

ATTACHMENTS:		
Description	<u>Upload Date</u>	<u>Type</u>
2015 Resolution and IGA	2/14/2017	Backup Material
Proposed IGA Extension Resolution	2/14/2017	<b>Resolution Letter</b>
Proposed Exhibit C	2/15/2017	Exhibit
Memo 17-7 ACDC Renewal Cost Savings	2/14/2017	Backup Material
2014 Memo	2/14/2017	Backup Material
2016 ACDC Annual Report	2/15/2017	Backup Material

#### Resolution No. R- 63-2015

## AUTHORIZING THE AMENDMENT OF THE INTERGOVERNMENTAL AGREEMENT FOR POLICE DEPARTMENT DISPATCH SERVICES BETWEEN THE VILLAGE OF BENSENVILLE, THE VILLAGE OF ADDISON AND MEMBER MUNICIPALITIES.

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

That the Village Manager is authorized to amend the above agreement for two more years until April 30, 2017 for the not to exceed amount of \$222,642 for May 1, 2015 through April 30, 2016 and \$239,181 for May 1, 2016 through April 30, 2017.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 26th day of May, 2015.

:OAVED:

Martin O'Connell President Pro Tem

**TSJTH** 

Ilsa Rivera-Trujillo

Village Clerk

DeSimone, O'Connel, Wesseler, Janwoaik, O'Connell : AYES:

SIYAN Sarah

ABSENT: President Soto



VILLAGE BOARD

President President

Trustees Morris Bartlett Susan V. Jarecki Robert "Bob" Jarecki Martin O'Connell JoEllen Ridder Henry Wesseler

Village Clerk

Village Manager Village Manager

Police Chief

Police Department 100 North Church Road Bensenville, IL 60106

C∰ce: 630.350.3455

eu.li.ellivneened.www

Memorandum 14-18

Date: 06-4-14 To: Michael Cassady, Village Manager From: Frank Kosman, Chief of Police Subject: Six Year Cost Savings of approximately \$1.2 million of Dispatch Consolidation

As per the Public Safety Committee's Request during the May 20<sup>th</sup> Committee meeting, I have gathered the below information that explains the cost savings so far for the Village from the consolidation of the police dispatching services with Addison along with a projection of the cost savings that the Village will gain from the proposed extension of the agreement with the fee structure offered by Addison for providing the services.

The personnel cost for Bensenville's independent communication center in 2011 was \$395, 269. The cost for police assistants who staff the police station in the evenings and weekends is included. The patrol officer's contract increased 3% in 2012, 2013, and 2014. Using that same increase for the dispatchers, the savings are as follows:

Actual Cost Savings

Savings	908'971\$	\$128,520	001'121\$	976'527\$
Cost				
Personnel				
Assistant				
Police	000'09\$	000'09\$	000'09\$	000'081\$
Service Fee				
ACDC	128'002\$	128'002\$	128'002\$	£9†'Z09\$
tsoJ				
Personnel				
Dispatch	L21 'L04\$	145 ,6148	126 '184\$	\$T`528`386
	2012	2103	2014	Sumulative



Office: 630.350.3455 Fax: 630.350.0855

su.li.ellivnesned.www

fees proposed by Addison.

#### VILLAGE BOARD

President Frank Soto

Trustees Morris Bartlett Susan V. Janowiak Susan V. Janowiak Martin O'Connell Martin O'Connell Henry Wesseler Henry Wesseler

Village Clerk IIsaa Rivera-Trujillo

Village Manager Michael J. Cassady

Police Chief Frank Kosman

sanive2	602'021\$	626'121\$	272'291\$	S9E'60S\$
tsoJ				
Personnel				
Assistant				
Police	008'19\$	<b>⊅</b> \$9'€9\$	<b>⊅</b> 9S'S9\$	810'161\$
Service Fee				
ACDC	\$212,870	272,642	181'682\$	£69'† <b>∠</b> 9\$
tsoJ				
Personnel	628'777\$	\$428,225	ZL6'TL†\$	9L0'SLE'T\$
	2012	9102	2017	Sumulative

The above charts show the savings of \$985,291 in personnel costs over the 6 year period. In addition, FGM architects estimates that there would be an additional \$250,000 in savings from not having to build and equip a police communications center in the new police/EMS facility that is under construction. Therefore, the actual savings for the Village during this period for providing the police dispatch services is approximately \$1,235,291.

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staffing level, a 3% annual increase for the police assistants and the annual service

communications personnel for an independent communication center at the same

extension based on an estimated 3% annual increase in the personnel costs for the

The below table shows the projected savings for the Village if the proposed 3 year



## 88 - 61 - 3 ON NOITUDOSA

# VILLAGE OF ADDISON AND THE MEMBER MUNICIPALITIES

WHEREAS, Article VII, Section 10 of the Constitution of 1970 and 5 ILCS 220/1 et seq. authorize 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, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Village of Addison (the "Village"), the Village of Bensenville, the Village of Bloomingdale, the Forest Preserve District, the Village of Itasca and the City of Wood Dale (the "Member Municipalities") are public agencies as that term is defined in the Intergovernmental

Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the Mayor and Board of Trustees believe and hereby declare that it is in the best intergovernmental Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF TRUSTEES OF THE

VILLAGE OF ADDISON, DU PAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: The foregoing recitals are hereby incorporated in this Section One as if said recitals were fully set forth herein.

SECTION TWO: The Intergovernmental Agreement attached hereto as Exhibit 1 shall be and is hereby authorized

and directed to execute and attest said agreement in substantially the form attached hereto.

SECTION THREE: This resolution shall be in full force and effect from and after its

Village Clerk :TZJTTA Mayor APPROVED THIS 15 May of June `ST07 (\_\_\_\_\_ ABSENT: Juntu Jugne AYES: Jountus Autoraling, Hungry, Signed, Mak MAY : SYAN wel val approval in the manner provided by law.

ST/01/9/E08971/ML

#### INTERGOVERNMENTAL AGREEMENT RE POLICE DEPARTMENT DISPATCH SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this <u>Addison</u> day of <u>AppISON</u>, DuPage County, Illinois (herein referred to as "Addison"), and the Member Municipalities.

#### MILNESSELH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs related to intergovernmental activities;

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, et seq.) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, for the purposes of this Agreement, the term "Member Municipalities" shall mean the governmental entities identified on the signature page of this agreement; and WHEREAS, Addison and the Member Municipalities are Illinois units of local government; and

WHERERS, Addison and the Member Municipalities currently provide police dispatching and

other customer service support for their respective departments; and

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WHEREAS, Addison and the Member Municipalities have determined that it would be in their best interests for Addison to provide police dispatch services for the Addison Police Department and for the police department of the Member Municipalities through a single dispatch center, namely the Addison Consolidated Dispatch Center (the "Center"), to create financial and operational efficiencies and work collaboratively in the DuPage region;

cooperation, it is agreed by and among the Member Municipalities as follows:

1. Recitals Incorporated. The foregoing recitals shall be and are hereby adopted as

2. Effective Date. This Agreement shall become effective on the date first written above, and shall remain in effect unless terminated in accordance with the provisions of this

findings of fact as if said recitals were fully set forth within this Paragraph 1.

3. Addison Police Dispatching Services. Addison through the Addison Police Dispatching Services. Addison through the Addison Police Services in order to provide police dispatch services on a 24-hour basis seven (7) days a week and certain non-emergency customer services for both Addison and the Member Municipalities during

 A. Accept and answer all Addison and the Member Municipalities 9-1-1 calls in order to dispatch police units;

B. Monitor traffic on police radio frequencies;

non-business hours as set forth below:

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C. Have access to all recordings of all such communications;

D. Relay information received by such means to personnel of the appropriate Member

Municipalities by means of voice, radio computer-aided dispatch (CAD) and mobile data communications;

- E. Monitor communications from and between a Member Municipality's respective on-duty
- F. Accurately input and update calls for service information into the CAD system;
- G. Have access to all key holder information (hereinafter the "Confidentials"), cautions, medical alerts, etc (hereinafter "Special Contacts"). Each Member Municipality shall be responsible for providing Addison with all of the Confidentials and Special Contacts and shall be responsible for providing any and all updated information or new information regarding same to the Center;
- Activate and test on a monthly basis the hazardous weather notification system. However, either the Member Municipalities or Addison can cause an activation of the system in an emergency. The Member Municipalities shall be solely responsible for all maintenance and equipment costs of its hazardous weather notification system.
- Via closed circuit television (hereinafter "CCTV"), monitor the cameras mutually agreed to by the Member Municipalities. In the event a telecommunicator detects any incidents or suspicious activities via CCTV, said telecommunicator shall immediately notify the Member Municipality's shift supervisor or officer in charge on duty, and shall remotely activate any owning and maintaining the camera equipment, garage door equipment and connectivity between the Member Municipality's facilities and the Center. Member Municipalities are

responsible for responding to all recording requests for all cameras.

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- Timely provide recordings or copies of CAD, radio and telephone transmissions, LEADS audits or other documents when requested either by the Member Municipality, subpoena or FOIA, provided that all requests and required forms are promptly submitted to the Addison Police Department. The DuPage County Emergency Telephone System Board (hereinafter "ETSB") shall continue to be responsible for maintaining all recording equipment.
- K. Addison shall provide personalized customer services to each Member Municipality in accordance with the attached Member Municipality Exhibits, as now existing or hereafter
- Operate the Law Enforcement Agency Data System (hereinafter "LEADS") including but not limited to entering all names, dates of birth, licenses, criminal histories, warrants, missing persons and lost or stolen property or mutually agreed upon entries. The Addison LEADS Agency Coordinator shall be responsible for all validations and for audits for all Member Municipalities, and the Member Municipalities shall use their best efforts to cooperate with Addison.
- M. The Member Municipalities agree during the term of this Agreement to continue operating under the mutually agreed upon DEDIRS. Addison will install and maintain all equipment frequencies located within the Center. No Member Municipality shall change its radio frequencies, except (i) by mutual consent of the Member Municipalities and Addison and (ii) subject to the consent of the ETSB. All DEDIRS airtime costs will be the responsibility of each
   Member Municipality if applicable and are not included in the Annual Service Fee.
- In fulfilling the dispatching requirements of this Agreement, Addison shall comply with all

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State and federal laws, rules, regulations, certifications and accreditation standards. Addison shall make reasonable attempts to comply with other applicable guidelines (e.g. ILEAS,

Each Member Municipality shall have equal administrative access to information contained in the shared computer system pertaining to its community, and each Member Municipality shall have the right to change records data on said shared computer system pertaining to its

APCO, ETSB and other relevant emergency services communications guidelines).

- P. Dispatch procedures and priorities shall follow the existing Addison policies which are incorporated into this Agreement by reference. These procedures may be amended from time to time by mutual agreement of the Member Municipalities.
- Q. Addison shall disseminate a monthly report to Member Municipalities with key performance information, including previous month call volumes and other formula metrics for the Member Municipalities, staffing structure, technical updates, etc.

4. Equipment. Addison shall be responsible for acquiring all equipment necessary to provide the dispatching services. Addison shall own and operate all such equipment, except the Member Municipality's equipment as listed in the attached Member Municipality's equipment as listed in the attached Member Municipality's equipment as listed in the attached Member Municipality's equipment in a reasonable manner and shall provide appropriate primary back-up equipment in the equipment in a reasonable manner and shall provide appropriate primary back-up equipment in the event of a failure. All future upgrades to the dispatching equipment and software applications shall be the responsibility of Addison; provided, however, to the extent that a future upgrade would be the responsibility of be provided by the Member Municipalities in addition to the Service Fee, the necessitate funding to be provided by the Member Municipalities in addition to the Service Fee, the

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community.

future upgrade will only be implemented with the mutual consent of the Member Municipalities and Addison.

5. Personnel. Addison shall retain exclusive authority over the police dispatch services employment and training of telecommunicators. Addison shall have sole discretion in determining dispatching services, however, each Member Municipality will provide input into the staffing determination, and their request for alteration, if any, will not be unreasonably ignored or denied.

It is understood that Addison may hire additional telecommunicators as a result of this Agreement. In performing such hiring, Addison agrees to test a Member Municipality's current full-

At all times that this Agreement remains in effect, Addison shall maintain an adequate number of dispatch personnel utilizing the information from the Annual Reports (Paragraph 10) and APCO as a guideline. Addison telecommunicators shall utilize Addison's normal standards, procedures and information as necessary for the performance of their duties as telecommunicators. 6. Advisory Police Liaison Committee. There is hereby established an Advisory Police

Liaison Committee ("Liaison Committee") for the purpose of reviewing and recommending modifications or improvements to the police dispatch services provided by Addison under this Agreement. The Liaison Committee shall consist of representatives from the Member Municipalities and Addison. The Member Municipalities and Addison shall each have one

representative ("Liaison Officer") on this Committee. The Liaison Officer shall be the Police Chiet or his/her designee.

The terms of the Liaison Officers shall begin when the agreement is executed by the respective governing boards and shall not expire until successors are appointed. Any vacancy in the office of Liaison Officer shall be filled by an appointment by the Member Municipality or Addison, as

appropriate. Each Liaison Officer shall have one vote on the Liaison Committee.

Any Member Municipality or Addison may appoint an Alternate Liaison Officer who may attend any meeting of the Committee in the absence of the Liaison Officer or if there is a vacancy in the position of Liaison Officer. A person serving as an Alternate Liaison Officer shall serve until a

The Liaison Committee shall have the following duties and responsibilities with respect to the police dispatch services provided under this Agreement:

A. To meet not less than monthly or as needed and review the quality of police dispatch

services being provided by the Center;

successor Alternate Liaison Officer is appointed.

B. To recommend revised or supplementary procedures for the operation and maintenance of the dispatch services, as well as equipment replacement or other capital expenditures to enhance the police dispatch services being provided; and

 C. To provide a forum to address concerns with respect to the operation of the police dispatch services, and the implementation of this Agreement.

A special meeting of the Liaison Committee may be called by any two Liaison Officers upon 48 hours written notice, together with the agenda for the special meeting.

The chairperson of the Committee meeting shall rotate among Liaison Officers of Addison

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7. Advisory Executive Officer Committee. There is hereby established an Advisory Executive Officer Committee ("Executive Committee of the purpose of reviewing the operational, financial and overall effectiveness of police dispatch services provided by Addison under this Advisory Executive Officer Committee ("Executive Committee shall consist of representatives from the Member Municipalities and Addison. The Member Municipalities and Addison shall each have one representative ("Executive Officer") on this Committee. The Executive Officer shall be the City Manager/City Administrator, Village Manager/Village Administrator or his/her designee. The terms of the first be one Executive Officer for Addison and each Member Municipality. The terms of the first Executive Officer shall begin when the agreement is executed by the respective governing boards Executive Officers shall begin when the agreement is executed by the respective governing boards

Any Member Municipality or Addison may appoint an Alternate Executive Officer who may attend any meeting of the Advisory Executive Officer Committee in the absence of the Executive Officer or if there is a vacancy in the position of Executive Officer. A person serving as an Alternate Executive Officer shall serve until a successor Alternate Executive Officer is appointed.

shall be filled by appointment by the Member Municipality or Addison as appropriate.

The Advisory Executive Officer Committee shall have the following duties and responsibilities with respect to the police dispatch services provided under this Agreement:

A. To meet not less than twice annually and review the financial reports, the capital program, and other matters which are germane to the financing of the police dispatch services. The Executive Officers shall promptly submit written minutes of the meeting to their respective corporate authorities.

- restricted for Center equipment replacement, service charges, and capital expenditures To recommend revised or supplementary procedures, methods of payment, use of tunds
- implementation of this Agreement if not otherwise satisfactorily addressed by the Advisory To provide a forum to address concerns with respect to the operation and the 'C

relating to the provision of police dispatch services by the Center.

Exhibit with respect to services, fees, etc.). full text of this Agreement without further amendment (except for the new Member's or delayed; provided, however, any New Member applicant must first agree to accept the Agreement for police dispatch services which approval shall not be unreasonably withheld By majority approval of the Executive Officers, to authorize New Members to join under this 'D

together with the agenda for the special meeting. A special meeting may be called by any two Executive Officers upon 48 hours written notice,

.sized yheay and the Member Municipalities on a yearly basis. The chairperson of the Committee meeting shall rotate among the Executive Officers of

department complaint on a telecommunicator's performance in responding to a police call for a authorize contacting the off-duty Addison Dispatch Supervisor. It there is a citizen, officer, or direct his/her request to the on-duty Addison Police Supervisor. The Addison Police Supervisor may duty and there is an emergency/exigent need, the Member Municipality's Police Supervisor shall concerning a telecommunicator or dispatch situation. If the Addison Dispatch Supervisor is not on the on-duty Addison Dispatch Supervisor at the Center to discuss an immediate issue or request Complaint Resolution. The Member Municipality's police supervisor shall contact .8

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Police Liaison Committee.

Member Municipality, the complaint will be directed to the Member Municipality's Deputy Chief, or in the absence of a Deputy Chief, the Police Chief for his/her review and consideration of forwarding the complaint to the Addison Dispatch Supervisor for review or further action. The complaint and the Deputy Chief's or Chief's review will be forwarded to the Addison Dispatch Supervisor in writing, if appropriate.

The final disposition of any complaint received and reviewed by the supervisor will be forwarded to the appropriate Member Municipality's Liaison Officer.

It is expected that the majority of interaction and communications between the police departments will begin at the supervisor level and then proceed up the chain of command and to the Advisory Police Liaison Committee, if necessary.

Complaints or concerns from Addison personnel involving a Member Municipality's employee's actions or performance will be directed to the Addison Dispatch Supervisor and forwarded to the appropriate Member Municipality Supervisor for follow-up. The final disposition of any complaint/concern received and reviewed by the Member Municipality's Supervisor will be forwarded to the Addison Dispatch Supervisor.

9. Annual Service Fees. Dispatch services shall be provided to a Member Municipality by Addison for and in consideration of payment of the Annual Service Fee in the amount set forth in the attached Member Municipality Exhibits, as now existing or hereafter amended. The Annual Service Fee shall be utilised in such manner as may be determined by Addison to be necessary for the efficient provision of police dispatch services, which may include:

Computer equipment/amortization Office equipment Postage Telecommunications Training and education Dues and subscriptions Seliqqus soffice Uniforms Unemployment compensation Worker's compensation Liability insurance Retirement plan contributions Payroll taxes Life insurance Medical insurance Overtime Yed noitecev bne yebilon pay Salaries

Technology

Information Services

Overhead allocation Recruitment costs

Equipment Replacement

Equipment repair and maintenance

Annual Reports. After January 1 of each calendar year, each Member Municipality '0I

annual report with a summary of each members prior years statistical data for call volume including shall supply Addison with the agency's prior year's number of traffic stops. Addison will prepare an

traffic stops, calls for service (hereinafter "CFS"), and other requested information. The reports with respect to the prior year's call volume shall be utilized by Addison to prepare a proposed budget for the computation of new Annual Service Fees after the initial term of this Agreement.

11. Timely Payment of Costs. The Member Municipalities recognize and agree that the timely payment of the Annual Service Fee associated with the police dispatch Center is critical to the provision of police dispatch services under this Agreement.

- A. Each Member Municipality shall pay one-half of its Annual Service Fee on or before June 30 of each year and one half of its Annual Service Fee on or before December 31 of each year.
   Late payments shall bear interest at the rate of one percent (1%) per month or the maximum allowed by law, whichever is less.
- A Member Municipality may, for good cause, make a payment to Addison under protest. In such event, Addison and the Member Municipality shall engage in good faith discussions to resolve the dispute for a period of thirty (30) days (the "Protest Resolution Period") after the protest, the dispute for a period of thirty (30) days (the "Protest Resolution Period") after the protest, the discussions during the Protest Resolution Period shall be limited to the particular portion of the payment in dispute. If no agreement is reached at the conclusion of the Protest Resolution Period, either Addison or the Member Municipality may thereafter pursue any available legal remedies, whether in law or in equity, to determine the validity of the Member Municipality's payment under protest claim.

In the event that a Member Municipality fails to either (i) make timely payment of its Annual Service Fee or (ii) make timely payment of its Annual Service Fee under protest, Addison

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may initiate collection proceedings to recover the payment. If collection proceedings are instituted, the Member Municipality shall also be liable for Addison's reasonable attorneys'

D. All payments shall be made to the Village of Addison which will deposit the payments received into its General Fund under a separate revenue line item entitled "Police Dispatch

fees and costs incurred with respect to collection of the delinquent payments.

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Dispatch Services Disruption or Failure. If dispatch services are disrupted or fail for

any reason, Addison shall notify the Member Municipality of such disruption as soon as practicable and shall inform it of the nature of the disruption or failure, if known, as well as the expected length of time before dispatching services are restored. Except as provided in Paragraph 16, the Member Municipality hereby waives and releases any and all claims or causes of action against Addison for costs, fees, claims or expenses incurred by the Member Municipality that arise out of or relate in Member Municipalities and Addison or failure of dispatching services. In coordination with ETSB, the for complete loss (including backup) of police dispatching services. In coordination with ETSB, the means (e.g. portable radios, cellular phones, or other means) within 6 months from the date hereof. 13. No Obligation to Respond. Nothing in this Agreement is intended, and shall not be means (e.g. portable radios, cellular phones, or other means) within 6 months from the date hereof.

construed, to require Addison to respond to calls or provide law enforcement services for events that occur outside of Addison. Notwithstanding the foregoing, Addison will render assistance in accordance with State statutes and all other mutual aid agreements currently in place. Nothing in this Agreement is intended, and shall not be construed, to require the Member Municipality to

respond to calls or provide law enforcement services for events that occur in Addison. Notwithstanding the foregoing, each Member Municipality will render assistance in accordance

with State statutes and all other mutual aid agreements currently in place.

14. **Term.** Subject to early termination under Paragraph 15, the Term of this Agreement shall be from the execution date through the expiration date set forth on the respective Member Municipality Exhibit, as now existing or hereafter amended. After the initial term, the Agreement may be extended for one or more subsequent terms upon mutual agreement of Addison and the

15. Termination. Any Member Municipality may terminate its membership by providing at least three hundred sixty-five (365) days written notice to Addison. Additionally, Addison may terminate the required payments pursuant to Paragraphs 9 or 11 of this Agreement within sixty (60) days after written notice to the Member Municipality of the overdue amount, and Addison may terminate the membership of a Member Municipality of the overdue amount, and Addison may days after written notice to the Member Municipality upon default of this Agreement by the days after written notice to the Member Municipality upon default of this Agreement by the terminate the membership of a Member Municipality upon default of this Agreement by the days after written notice to the Member Municipality upon default of this Agreement by the terminate the membership of a Member Municipality upon default of this Agreement by the

Agreement, each Member Municipality shall, and agrees to, indemnify Addison and its elected and appointed officials, attorneys, employees, and hold them harmless from any claim, injury, or loss, no matter how sustained allegedly, arising out of or related in any way to the provision of police services by that Member Municipality, or the use of, the misuse of, police dispatch information provided pursuant to this Agreement.

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hereof.

Hold Harmless and Indemnification. Notwithstanding any other provision of this

Notwithstanding any other provision of this Agreement, except for disruption or failure of dispatching services (Paragraph 12), Addison shall, and agrees to, indemnify each Member Municipality and its elected and appointed officials, attorneys, employees and agents, and hold them harmless from any claim, injury, or loss, no matter how sustained, allegedly arising out of or

17. Independent Contractor. The Member Municipalities agree that Addison shall be an independent contractor and shall not be an employee, agent or servant of any Member Municipality. Unless approved by the Member Municipalities in writing, the dispatch function shall not be subcontracted by Addison to a third party.

related in any way to the providing of police dispatching services as set forth in this Agreement.

18. Maintenance of Radio System. Addison agrees to maintain the base radio system at Addison as it exists at the execution of this Agreement, and to make improvements to said base station system as approved by Addison and the Member Municipalities and/or as required by the

rules and regulations of the DuPage ETSB and/or the Federal Communications Commission (FCC).

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Notices. All notices desired or required to be given hereunder shall be given in

writing at the address set forth in Exhibit C, as now existing or hereafter amended, by any of the following means: (i) personal service; (ii) overnight courier; or (iii) registered or certified first class mail, postage prepaid, return receipt requested. The Member Municipalities, by notice hereunder, approvals, consents or other or different addresses to which subsequent notices, certificates, pursuant to clause (i) shall be deemed received upon such personal service. Any notice, demand, or request sent pursuant to clause (i) shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (i) shall be deemed received upon such personal service. Any notice, demand or dequest sent pursuant to clause (ii) shall be deemed received upon such personal service. Any notice, demand or dequest sent pursuant to clause (ii) shall be deemed received upon such personal service. Any notice, demand or dequest sent pursuant to clause (ii) shall be deemed received upon such personal service. Any notice, demand or dequest sent pursuant to clause (ii) shall be deemed received upon such personal service. Any notice, demand or dequest sent pursuant to clause (ii) shall be deemed received upon such personal service. Any notice, demand or dequest sent pursuant to clause (ii) shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (ii) shall be deemed received upon such personal service. Any notice, demand service dependence (ii) shall be deemed received on the day immediately following request sent pursuant to clause (ii) shall be deemed received upon such personal service. Any motice, demand or request sent pursuant to clause (ii) shall be deemed received or the desceived on the day immediately following request with the overnight counter, and any otices, demands or requests sent pursuant to clause deemed received and and and the day immediately counter, and any otices, demands or requests set the day of the day of the overnight counter, a

(iii) shall be deemed received forty eight (84) hours following deposit in the mail.

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20. **New Members**. In the event that a New Member applicant requests that the text of this Agreement be amended, the New Member may only be allowed to join under this Agreement subject to the concurrence of the corporate authorities of Addison and the Member Municipalities. In the event that the New Member applicant accepts the text of this Agreement without modification or amendment, the application for membership shall be subject to the review and

A New Member may be required to make a separate payment at the time of entering into this Agreement in order to compensate for the prior investment by other Member Municipalities and Addison in equipment, other capital expenditures, and administrative staff time, etc. The terms of permitting a New Member to participate in police dispatch services under this Agreement shall be set forth in a Member Municipality Exhibit for the New Member, which shall not take effect, however, until approved by the Member Municipalities and Addison.

21. Entire Agreement. This Agreement contains the entire agreement of Addison and the Member Municipalities relating to the subject matter hereof, and except as provided herein, may not be modified or amended except by written agreement of the Member Municipalities.

22. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Illinois, and venue shall lie in the Circuit County of the Eighteenth Judicial Circuit, County of

23. Severability. If any part of this Agreement shall be held invalid for any reason, the remainder of this agreement shall remain valid to the maximum extent possible.

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24. Default. In the event of a default by Addison or a Member Municipality of any term,

provision or obligation of this Agreement, the non-defaulting municipality shall serve written notice of the default, specifying the nature thereof, to the defaulting municipality. The defaulting municipality shall have thirty (30) days after its receipt of such notice to cure said default, or it shall

25. Definitions. As used in this Agreement, the following terms shall have the meaning hereinafter ascribed to them.

- Key Holder" shall mean an upper level employee who possesses a key to a business, school, etc. that the police or alarm company will call to unlock the building after an alarm, or for a
- B. "Special Contacts" shall mean persons with special needs (medical issues, cautions, etc.) that first responders need to be aware of if responding to the residence, or arranging
- C. "DEDIRS" is an acronym for Emergency DuPage Interoperable Radio System, also known as the StarCom 21 Radio System, a digital trunked system used in DuPage County.
- D. "LEADS" is an acronym for Law Enforcement Agencies Data System, a database of stolen,

missing and/or wanted people and articles commonly used by police.

E. "ILEAS" is an acronym for the Illinois Law Enforcement Alarm System, an Illinois mutual aid

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evacuations, etc.

premise check.

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F. "APCO" is an acronym for Association of Public-Safety Communications Officials, an professional development, technical assistance, advocacy and outreach to benefit members and the public.

26. **No Power to Bind.** By entering into this Agreement, neither Addison nor a Member Municipality, shall have the right to bind or obligate the other municipality, by contract or otherwise,

except as may be expressly set forth in this Agreement.

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IN WITNESS WHEREOF, Addison and the Member Municipality hereto have executed this

Agreement on the date herein above written.

Richard Veenstra, Wayor

VILLAGE OF ADDISON

Lucille Zucchero, Village Junio :TZ3TTA

VILLAGE OF BLOOMINGDALE

Jatie Michelotti, Village Clerk :TESTTA

**VILLAGE OF BENSENVILLE** 

Franco Coladipietro, Village President

Frank Soto, Village President

Ilsa Rivera-Trujillo, Village Clerk 5 22 :TZSTTA

FOREST PRESERVE

Executive Director

ST/0E/#\92#92#\WI Secretary :TZ3TTA

#### EXHIBIT A - BLOOMINGDALE

#### A-1. Bloomingdale Customer Services - As agreed to by Addison and Bloomingdale.

Addison shall provide personalized customer services to Bloomingdale including answering all non-emergency calls, but only during hours when Bloomingdale's offices are closed to the public. Those non-emergency calls may include, but are not limited to calls for public services like snow plowing, street maintenance, isolated flooding, and water & sewer utility problems. Addison will dispatch Bloomingdale crews to answer the calls for public services, and inform Bloomingdale of any major emergency through a contact by phone, alpha numeric paging or other agreed upon methods.

In the case of a major emergency in Bloomingdale, such as a tornado touchdown or intense storm, an area-wide snow or ice emergency, area-wide flooding, or major police activity, non-emergency calls will be accepted and answered by Bloomingdale.

In addition, once a set of standard operating procedures have been agreed to between Addison and Bloomingdale, Addison and Bloomingdale shall insure that its staff complies in every respect with the agreed upon the standard operating procedures based upon the following schedule:

- all 911 calls and calls requiring a police service will be dispatched by Addison 24
   hours a day 7 days a week;
- Non-emergency office calls will be handled by Bloomingdale;
- Addison will answer non-emergency office calls if Bloomingdale staffing needs
   Addison will answer non-emergency or illness as follows: Monday Friday 1700-

6000 hours, 24 hours a day on Saturday and Sunday and 24 hours a day on holidays.

 Bloomingdale will provide a thirty (30) day notice of any changes in their capabilities to answer non-emergency office calls which might necessitate Addison taking part or all of the above listed hours.

### frequipmenter Equipment

Bloomingdale shall be responsible for procuring and maintaining, at its own cost, its mobile and portable radio equipment and repeaters for its use, and any required enhancements shall be at Bloomingdale's cost.

#### A-3. Bloomingdale Service Fees

period of May 1, 2015 through April 30, 2016 with payment scheduled according to the provisions of Paragraph 11 herein. For the period of May 1, 2016 through April 30, 2017 the Annual Service Fee payable by Bloomingdale shall be \$407,693. For the period of May 1, 2017 through April 30, 2018 the Annual Service Fee payable by Bloomingdale shall be \$432,155.

(a) The Annual Service Fee payable by Bloomingdale shall be \$384,616 per annum for the

(b) Addison commits to Bloomingdale that the Annual Service Fee or any proration of same as described in Subparagraph A-3(a) above will only be utilized by Addison to defray the cost of providing emergency dispatch services to Bloomingdale, which will include the operational and maintenance cost of the Center, and for no other general budgetary purpose

#### EXHIBIT B - DUPAGE COUNTY FOREST PRESERVE POLICE DEPARTMENT

**B-1.** Dupage County Forest Preserve Customer Services – As agreed to by Addison and DuPage County Forest Preserve Police Department. Addison shall provide personalized customer service to the Forest Preserve by answering telephone calls from the public or police officers. Addison shall inform the Forest Preserve Police Department of any major emergency through a contact by phone, alpha numeric paging, or other agreed upon methods.

Once a set of standard operating procedures have been agreed to between Addison and the Forest Preserve, Addison and the Forest Preserve shall insure that its staff complies in every respect with the agreed upon standard operating procedures based upon the following

All 911 calls and call requiring a police service will be dispatched by
 Addison 24 hours a day 7 days a week;

Non-emergency calls will be answered by Addison outside of the Forest
 Preserve District Office's regular business hours and either processed

Forest Preserve has agreed with Addison that no more than 8 cameras will be

appropriately or transferred to the appropriate division;

monitored from their facility located at 3 S. 580 Naperville Rd. Wheaton, II.

#### B-2. Forest Preserve Police Department Equipment

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Forest Preserve shall be responsible for procuring and maintaining, at its own cost, its

mobile and portable radio equipment and repeaters for its use, and any required

enhancements shall be at Forest Preserve's cost.

#### B-3. Forest Preserve Service Fees

Within thirty (30) days after the execution of this Agreement, Forest Preserve shall pay Addison an administrative service fee in the amount of \$10,000.00 for system consideration and integration of police dispatch services for the benefit of Forest Preserve. The policy of the ETSB allows for reimbursement of Addison's administrative service fee from Forest Preserve as a police dispatch consolidation cost.

Within thirty (30) days after receiving an Addison invoice therefor, Forest Preserve shall

pay Addison a reserve contribution fee, to cover the costs of the capital improvements to the Center, including computer hardware and software, in an amount not to exceed \$150,000.00 which is necessary or desirable for the provision of police dispatch services for the benefit of the Forest Preserve. The policy of ETSB allows for reimbursement of Addison's reserve contribution fee from Forest Preserve as a police dispatch consolidation cost.

For the period of April 1, 2015 through December 31, 2015, Forest Preserve shall pay a

partial Annual Service Fee to Addison in the amount of 312.32 per day (\$114,000 / 365) beginning on the day that Addison, the Forest Preserve Police Department, and the ETSB agree that the Center is accepting, answering, and dispatching all Forest Preserve emergency calls. Thereafter, the Annual Service fee payable by Forest Preserve shall be \$114,000.00 per annum, for the period of May 1, 2015 through April 30, 2016 with payment scheduled according to the

Addison commits to the Forest Preserve Police Department that the Annual Service Fee or any proration of same as described in Subparagraph B-3 © above will only be utilized by

Addison to defray the cost of providing emergency dispatch services to Forest Preserve, which

will include the operational and maintenance cost of the Center, and for no other general

budgetary purpose.

The agreement between Addison and the Forest Preserve Police Department will be for

a three year period from the initial date, projected in May of 2015.

### **EXHIBIT C - BENSENVILLE**

#### C-1. Bensenville Customer Services

Addison shall provide personalised customer services to Bensenville including answering in person all non-emergency calls during hours when the Member Municipality's offices are closed to the public, including Public Works, utility calls and dispatching, and contact the appropriate Member Municipality of any emergency by phone, alpha numeric paging or other provide thirty (30) days' notice of any change in their evening and weekend office hours. Any change of three (3) or more hours from the original office hours above must be mutually agreed upon. Bensenville's schedule of office hours is as follows: 911 and 7 digit direct calls – 24 hours aday, 7 days a week. Answer non-emergency telephones Monday – Friday 5:00 p.m. – 8:00 aday, 7 days a week. Answer non-emergency telephones Monday – Friday 5:00 p.m. – 8:00 and 24 hours a day on Saturday and Sunday. Answer non-emergency calls on holidays.

### C-2. Bensenville Equipment

Bensenville shall be responsible for procuring and maintaining, at its own cost, its mobile and portable radio equipment and repeaters for use by its personnel using the system, and any required enhancements shall be at Bensenville's cost.

#### C-3. Bensenville Services Fee

For the period May 1, 2014 through April 30, 2015, the Annual Service Fee payable by Bensenville shall be \$212,870.00. From May 1, 2015 through April 30, 2016, the Annual Service Fee payable by Bensenville shall be \$225,642.20. From May 1, 2016 through April 30, 2017, the Annual Service Fee payable by Bensenville shall be \$239,180.73. All payments will be

scheduled according to the provisions of Paragraph 11 herein.

#### EXHIBIT D

:9llivn92n98 of Bensenville:

Village of Bensenville 12 S. Center Street Bensenville, Illinois 60106 TX: 630-564-8200 FAX: 630-594-1105

Attn: Village Manager

If to the Dupage Forest Preserve:

Dupage County Forest Preserve 35580 Naperville Rd Wheaton, IL 60189 FAX: 630-871-6400

Attn: Executive Director

:nosibbA to sgelliV sht of tl

Village of Addison 1 Friendship Plaza 2 Friendship Plaza 10103 sionilli (00101 7X: 630-543-5593 7FX: 630-543-5593

regenem egelliv :nttA

If to the Village of Bloomingdale:

Village of Bloomingdale 201 South Bloomingdale Road Bloomingdale, IL 60108 TX: 630-893-5136 FAX: 630-893-5136

Attn: Village Administrator

### **Resolution No. R-**

### AUTHORIZING THE AMENDMENT OF THE INTERGOVERNMENTAL AGREEMENT FOR POLICE DEPARTMENT DISPATCH SERVICES BETWEEN THE VILLAGE OF BENSENVILLE, THE VILLAGE OF ADDISON AND MEMBER MUNICIPALITIES.

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

That the Village Manager is authorized to amend the above agreement for three more years until April 30, 2020 for the not to exceed amount of \$252,335.67 for May 1, 2017 through April 30, 2018, \$266,214.13 for May 1, 2018 through April 30, 2019 and \$280,855.91 for May 1, 2019 through April 30, 2020.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, Illinois, this 27th day of February, 2017.

APPROVED:

Temporary Chairperson

ATTEST

Ilsa Rivera-Trujillo Village Clerk

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

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

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

#### **EXHIBIT C - BENSENVILLE**

#### C-1. Bensenville Customer Services

Addison shall provide personalized customer services to Bensenville including answering in person all non-emergency calls during hours when the Member Municipality's offices are closed to the public, including Public Works, utility calls and dispatching, and contact the appropriate Member Municipality of any emergency by phone, alpha numeric paging or other agreed upon methods. This precludes emergency (storm, flood) events. Bensenville shall provide thirty (30) days' notice of any change in their evening and weekend office hours. Any change of three (3) or more hours from the original office hours above must be mutually agreed upon. Bensenville's schedule of office hours is as follows: 911 and 7 digit direct calls – 24 hours a day, 7 days a week. Answer non-emergency telephones Monday – Friday 5:00 p.m. – 8:00 a.m. and 24 hours a day on Saturday and Sunday. Answer non-emergency calls on holidays.

#### C-2. Bensenville Equipment

Bensenville shall be responsible for procuring and maintaining, at its own cost, its mobile and portable radio equipment and repeaters for use by its personnel using the system, and any required enhancements shall be at Bensenville's cost.

#### C-3. Bensenville Services Fee

For the period May 1, 2017 through April 30, 2018, the Annual Service Fee payable by Bensenville shall be \$252,335.67. From May 1, 2018 through April 30, 2019, the Annual Service Fee payable by Bensenville shall be \$266,214.13. From May 1, 2019 through April 30, 2020, the Annual Service Fee payable by Bensenville shall be \$280,855.91. All payments will be scheduled according to the provisions of Paragraph 11 herein



Police Department 345 East Green Street Bensenville, IL 60106

Office: 630.350.3455 Fax: 630.350.0855

www.bensenville.il.us

#### VILLAGE BOARD

Trustees Rosa Carmona Frank DeSimone Annie Jaworska David Majeski Martin O'Connell Henry Wesseler

Village Clerk Ilsa Rivera-Trujillo

Village Manager Evan Summers

Police Chief Frank J. Kosman Memorandum 17-7

Date: 02-14-17 To: Evan Summers, Village Manager From: Frank Kosman, Chief of Police Subject: Anticipated Cost Savings of \$471,000 from ACDC 3 Year Contract Renewal Term

The Village consolidated its police dispatching with the Village of Addison in 2011. I have attached Memorandum 14-18 which documented the savings from the first 3 year term of the consolidation agreement, \$475,926, and the projected 3 year savings for the next 3 year term, \$509, 365 which will end on April 30 of 2016.

The cost of dispatch personnel in 2011 was \$395,269. The projected costs for the following years include an estimated 3% increase in salary and benefits. The below estimate continues with the 3% increase assumption. The proposed extension of the IGA with Addison is for a 5.5% increase in their costs. The increase is attributable to their personnel costs increasing from cost of living and step increases over the next three years.

### **Projected Cost Saving**

	2018	2019	2020	Cumulative
Personnel	\$486,131	\$500,715	\$515,736	\$1,502,582
Cost				
ACDC	\$252,335	\$266,214	\$280,856	\$799,405
Service Fee				
Police	\$81,370	\$83,811	\$86,325	\$251,506
Assistant				
Personnel				
Cost				
Savings	\$152,426	\$150,690	\$148,555	\$451,671

Before the beginning of 2016, the police assistants worked from 5:00 PM until 11:00 PM during the week and from 7:00 AM to 11:00 PM on w eekends. In order to maintain staffing at the station at all times, police assistants began working the overnight shift 11:00 PM to 7:00 AM seven days a week. This increased the actual cost of the police assistants to about \$79,000 from \$55,000 in 2015 and reduced the anticipated savings from the consolidation as depicted in the 2014 Memo by about \$13,500 which still left about \$154,000 in savings.



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Village Clerk Ilsa Rivera-Trujillo

Village Manager Evan Summers

Police Chief Frank J. Kosman Combining the above information and the information on the previous memorandum, the savings of \$1,412,962 in personnel costs over the 9 year period. In addition, FGM architects estimated that there would be an additional \$250,000 in savings from not having to build and equip a police communications center in the Police/EMS facility that was constructed. Therefore, the actual savings for the Village during this period from consolidated police dispatch services is approximately \$1,662,962.



Police Department 100 North Church Road Bensenville, IL 60106

Office: 630.350.3455 Fax: 630.350.0855

www.bensenville.il.us

#### VILLAGE BOARD

President Frank Soto

Trustees Morris Bartlett Susan V. Janowiak Robert "Bob" Jarecki Martin O'Connell JoEllen Ridder Henry Wesseler

Village Clerk Ilsaa Rivera-Trujillo

Village Manager Michael J. Cassady

Police Chief Frank Kosman Memorandum 14-18

Date: 06-4-14 To: Michael Cassady, Village Manager From: Frank Kosman, Chief of Police Subject: Six Year Cost Savings of approximately \$1.2 million of Dispatch Consolidation

As per the Public Safety Committee's Request during the May 20<sup>th</sup> Committee meeting, I have gathered the below information that explains the cost savings so far for the Village from the consolidation of the police dispatching services with Addison along with a projection of the cost savings that the Village will gain from the proposed extension of the agreement with the fee structure offered by Addison for providing the services.

The personnel cost for Bensenville's independent communication center in 2011 was \$395, 269. The cost for police assistants who staff the police station in the evenings and weekends is included. The patrol officer's contract increased 3% in 2012, 2013, and 2014. Using that same increase for the dispatchers, the savings are as follows:

	2012	2103	2014	Cumulative
Dispatch	\$407, 127	\$419, 341	\$431, 921	\$1,258,389
Personnel				
Cost				
ACDC	\$200,821	\$200,821	\$200,821	\$602,463
Service Fee				
Police	\$60,000	\$60,000	\$60,000	\$180,000
Assistant				
Personnel				
Cost				
Savings	\$146,306	\$158,520	\$171,100	\$475,926

**Actual Cost Savings** 



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Village Clerk Ilsaa Rivera-Trujillo

Village Manager Michael J. Cassady

Police Chief Frank Kosman The below table shows the projected savings for the Village if the proposed 3 year extension based on an estimated 3% annual increase in the personnel costs for the communications personnel for an independent communication center at the same staffing level, a 3% annual increase for the police assistants and the annual service fees proposed by Addison.

### **Projected Cost Saving**

	2015	2016	2017	Cumulative
Personnel	\$444,879	\$458,225	\$471,972	\$1,375,076
Cost				
ACDC	\$212,870	\$222,642	\$239,181	\$674,693
Service Fee				
Police	\$61,800	\$63,654	\$65,564	\$191,018
Assistant				
Personnel				
Cost				
Savings	\$170,209	\$171,929	\$167,227	\$509,365

The above charts show the savings of \$985,291 in personnel costs over the 6 year period. In addition, FGM architects estimates that there would be an additional \$250,000 in savings from not having to build and equip a police communications center in the new police/EMS facility that is under construction. Therefore, the actual savings for the Village during this period for providing the police dispatch services is approximately \$1,235,291.

# 2016 ANNUAL REPORT

Addison Consolidated Dispatch Center

Prepared by:

Director Delores Temes

# Addison Consolidated Dispatch Center Mission and Values Statement

### **Mission**

We are committed to building public trust and providing superior service by treating everyone with dignity and respect; while providing for the needs and safety of the communities and responders.

### Values

To fulfill this mission to both the communities and the responders, the Addison Consolidated Dispatch Center (ACDC) adopts these values:

- To express compassion by treating everyone with courtesy, empathy, impartiality and respect.
- To demonstrate dependability by gathering and providing accurate information in an efficient and confidential manner.
- To foster integrity by always being ethical and honest.
- To exhibit professionalism by being loyal and taking the responsibility for working as a team.

# **Executive Summary**

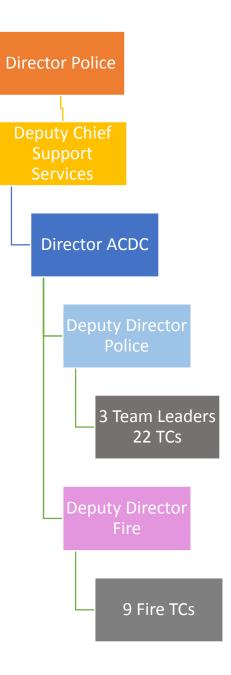
The ACDC Annual Report is a summary of 2016 activities and events. The focus in 2016 was consolidation, expanding services to include fire dispatch, developing emerging platforms that will be deployed in 2017, and moving forward with the ACDC new facility project. Illinois legislation served as the main driver of consolidation throughout the State. The number of PSAPs in DuPage County was reduced to three: Addison, DU-COMM, and the Sherriff's office.

In addition to consolidation of PSAPs, four fire agencies, who are currently dispatched by other PSAPs decided to join ACDC. This movement had been slated to occur after the build of the new ACDC facility. However due to financial concerns and pressures, the time-line for the moves was reprioritized to occur during the first quarter of 2017.

With the increase in agencies being served by ACDC we continued to hire and train non-stop. Our staffing levels increased to 29 police dispatchers (from 25 in 2015) and 9 new fire dispatchers, along with a Deputy Director of Fire. Nineteen TCs were hired in 2016. Two TCs were unable to complete the training program and resigned, one TC resigned her position prior to a pre-termination meeting, and another resigned due to a career change.

ACDC worked on a variety of projects throughout the year. This included heavy involvement in the County-wide CAD solution, the purchase of the new 911 call handling equipment, implementing fire dispatching, deployment of EMD software and protocols mandated by the State, and re-routing all wireless 911 calls in the County to "the closest PSAP".

# **ACDC Personnel**



# **Personnel Changes**

TC Name	Status	Status
Samantha Hall	Hired 02/23/16	Completed Training
Jaime Diaz	Hired 02/23/16	Completed Training
Alex Chavez	Hired 02/23/16	Completed Training
Leyla Alkanat	Hired 03/01/16	Completed Training
Karen Salazar	Hired 03/01/16	Resigned from Training Program 05/09/16
Dennis Hayden	Hired 03/01/16	Resigned from Training Program 07/01/16
Jaime Rickerson	Hired 08/29/16	Completed Training Program 12/05/16
April Poynor	Hired09/19/16	Currently in Training Program
Fabiola Valdez	Hired 09/19/16	Currently in Training Program
Bill Srejma	Hired 09/26/16	Hired as Deputy Director of Fire Ops
Lisa Broche	Hired 09/26/16	Hired as a fire TC
Mike Graves	Hired 09/26/16	Hired as a fire TC
Lester Antos	Hired 09/26/16	Hired as a fire TC
Bret Jefferies	Hired 09/26/16	Hired as a fire TC
Mike Jakubosky	Hired 09/26/16	Hired as a fire TC
Jason Leonard	Hired 09/26/16	Hired as a fire TC
Shawn Dyer	Hired 09/26/16	Hired as a fire TC
Shelley Vulpo	Hired 11/29/16	Currently in Training Program
Beth Davis	Hired 12/08/16	Currently in Training Program
Lauren Vanderploeg	Resigned 11/17/16	Resigned before Pre-termination Meeting
Deanna Knox	Resigned 12/28/16	Resigned left Dispatch Field

### Consolidation

- Throughout 2016, ACDC continued to meet with neighboring fire agencies (Addison, Bensenville, Bloomingdale, Glenside, Elmhurst, Itasca, and Wood Dale). ACDC signed Intergovernmental Agreements with the Addison Fire Protection District, Bensenville Fire Protection District, Itasca Fire Protection District, and Wood Dale Fire Protection Districts. Cut-over for the "North" groups are projected to begin during the first quarter of 2017. The DuPage County ETSB agreed to provide financial assistance for fire protection districts who chose to leave DU-COMM and join ACDC by reimbursing the Reserve Contribution and Administrative Fees. Bloomingdale Fire Protection District, Glenside Fire Protection District, and Elmhurst Fire Department choose to remain with DU-COMM.
- Cut-over for the Itasca Police Department occurred January 5, 2016. Cut-over for the Glendale Heights Police Department occurred May 3, 2016.

- ACDC signed Intergovernmental Agreements with the Tri-State and Pleasantview Fire Protection Districts. Due to limitations of the current 911 phone system, it was determined that fire dispatching operations would be performed from the Tri-State Fire Protection District's Communications Center. An Intergovernmental Agreement was signed for use of the facility and cut-over for both agencies occurred on October 5, 2016.
- The Village of Westmont signed an Intergovernmental Agreement with ACDC to provide police and fire dispatching services. Cut-over is projected for February 2017.

# **Projects**

- CAD/RMS: The DuPage County ETSB and Procurement office signed a contract with the selected vendor of choice, Hexagon (aka Intergraph). ACDC Directors continue to work on this project serving on the CAD Build Team. Eighty-five percent of the static data has been collected by the PSAP Managers
- EMD/PRO QA: All ACDC dispatchers have become Priority Dispatch EMD certified under the direction of Deputy Director Hurd, who serves as a Training Project Co-Manager for ETSB. In addition, ACDC staff has become Pro QA certified. Pro QA is the software utilized by Priority Dispatch. This software is integrated with CAD and assists TCs with the EMD protocols. Roll out of Pro QA is scheduled for January 2017.
- ITECS TEAM: Deputy Director Hurd continues to serve on the DuPage County ITECs Team as a Com L. He works with DuPage County Office of Emergency Management on both small-and large- scale events.
- Next Gen911 Phone System: ACDC Directors have worked closely with the DuPage ETSB on creating a Request for Proposal for a next generation 911 telephone system to replace the antiquated system. Four vendors submitted proposals and the directors along with the other DuPage County PSAP managers attended demonstrations. The team selected AT&T/Airbus. The phone system is projected to deploy February 2017.
- Fire Dispatch: Deputy Director Srejma has worked closely with the ACDC fire agencies to collect data, understand technology and dispatching needs and to create SOPs for fire dispatching. Deputy Director Srejma has overseen the equipment, programming, and installation of station alerting, tones, paging, and radio frequencies.
- EMD License: Deputy Director Srejma met with our EMS Coordinator George Madland. Our application to be an EMD licensed communications center was submitted and we are waiting for approval.

- CALEA Accreditation: ACDC signed the CALEA contract April 2016. After reviewing the standards, ACDC revised and added necessary policies. The collecting of proofs began and will continue. ACDC participated in a mock assessment in December. The on-site assessment is schedule for April 2017.
- Wireless Reroute: The DuPage ETS and PSAP managers collaborated to re-route 911 wireless calls to the closest PSAP, changing the way 911 wireless calls had been handled. The goal was to reduce the number of transfers that a citizen encounters. Based on cell tower coverage, population, and jurisdiction, the managers reviewed and agreed on the re-routing selections.
- Tri-State Communications Center: Due to limitations to the phone system in Addison, ACDC was forced to split operations between police and fire in order to accommodate consolidations. After experiencing issues with the current phone server at Tri-State, the server was swapped with a decommissioned one by AT&T. A new position was added (phone, radio, and CAD) as well. Station alerting functionality was added for Pleasantview in October as well as was CAD configuration.

# **ACDC Building Project**

In July, the building project was released for bid and the Village of Addison entered into a contract with Carlson Brothers Construction in August. The groundbreaking ceremony occurred on August 31<sup>st.</sup> The NFPA1221-compliant communications center for ACDC is currently on schedule. We have a tentative completion date between November and December 2017.

# **Performance of Duty**

Case #	TCs Involved	Description
BL16-710	Swistek Medina Knox Williamson	3 <sup>rd</sup> party 911 call of a female screaming, possibly a gun shot. Isolated incident to separate radio channel, perimeter set, satisfied multiple requests from officers and detectives
WD16-932	Alimissis Beebe Gelb Hermes Hernandez Knox Kolberg Koechling Nowak Vanderploeg Wohlwend	An elderly couple both suffering from Dementia reported missing from their home. LEADS entries made, messages to various police departments in Illinois, area hospitals contacted, requests for hotel/motels to be checked. Coordinated information from family members. Provided media with press release. Efforts went into the following day. Couple was found uninjured
GL16-9691	Chavez Knox Medina Williamson	3 <sup>rd</sup> party call of a suicidal subject. Cell phone was pinged, area searched, subject located and transported to hospital. Several hours later, subject fled the hospital, extensive search requiring a K-9 call out, isolating radio traffic; a foot pursuit occurred and subject was located. While coordinating this call, TCs handled 162 other telephone calls and maintained normal operations for other agencies.
WD16-5709 & BV16- 4026	Kolberg Vanderploeg	Bank robbery occurred in Wood Dale, isolated incident and set a perimeter. A few moments later a fatal car crash occurred in Bensenville requiring a DUCART, EMA, utilities call outs and multiple requests from officers from both agencies.
WD16-2635	Lettenberger	Sgt. Frese wrote a performance of duty regarding TC Lettenberger's handling of an on- going domestic that officers were dispatched to twice within an hour. During the third phone call, TC Lettenberger heard a reference to a gun in the background and began questioning the caller and alerted the officers. Sgt. Frese advised that when he listened to the call it took him 3 attempts before he heard and understood the mention of the gun.

ACDC TCs were recognized for their work by various supervisors this year, as noted below

WD16-14179	Nowak	The front clerk from the Double Tree Hotel in Wood Dale called. When asked what was going on he responded "yes". TC Nowak immediately realized that the clerk could not speak freely and processed the call in an expedited manner
WD16-118	Nowak	Sgt. Frese wrote a performance of duty letter regarding TC Nowak's performance in trying to locate a suicidal subject. The 3 <sup>rd</sup> party caller did not have an address for the subject. TC Nowak worked quickly searching several databases. She located an address, dispatched officers who were able to locate the person.
AD16-847	Medina	An Officer requested a backup after observing two subjects at a park that were in the possession of a gun. TC immediately dispatched additional units, advised the Sgt. cleared the channel and relayed pertinent information to responding officers.
ACDC Training Program	Hermes Vanderploeg	CTOs Hermes and Vanderploeg for overhauling the ACDC Training Program including the two week classroom, tests, and ancillary tools
Employee of the Month	Michele Beebe	Michele was named the Village of Addison Employee of the Month for her dedication, hard work and continuous efforts to improve work flow, processes and efficiency for all of ACDC

# **Community Charities**

- ACDC Staff along with DuPage County Forest Preserve used the Charity Miles application to raise money for a variety of charities. ACDC staff completed 2,380 miles and the DuPage County Forest Preserve rallied an impressive 2,886 miles. Together we donated \$1,370.00.
- ACDC staff is still collecting flip tops for the Ronald McDonald House at Central DuPage Hospital in Winfield.
- ACDC along with Forest Preserve Police collected Box Tops for Education and donated to schools.

# **Public Education Events**

Date	Location	Town	Organization/Event	911 Educator
01/21/16	404 N Wooddale	Wood Dale	Citizens Police Academy	Vanderploeg
04/07/20	50 S. Fairbank	Addison	Smart 911	Vanderploeg
04/11/16	1006 N. Rohlwing	Addison	Smart 911	Vanderploeg
09/14/16	201 S. Bloomingdale	Bloomingdale	Smart 911/Dispatch Presentation	Vanderploeg
09/22/16	222 N. John F Kennedy	Addison	School Resource Fair	Vanderploeg & Hernandez
09/26/16	Henry Hyde Center	Addison	GED Class	Hernandez
09/26/16	Henry Hyde Center	Addison	ESL Class	Hernandez
09/27/16	Henry Hyde Center	Addison	Teen Parenting Class	Hernandez
09/28/16	Henry Hyde Center	Addison	GED Class	Hernandez

# **Equipment / Capability Enhancements**

The following equipment or capabilities were added to ACDC this year:

- Pro QA was installed at each CAD position in Addison and Tri-State. Deployment set for January 2017.
- Microwave link between ACDC and Itasca Police was established. Cameras and doors are connected and fully functional.
- Microwave link between ACDC and Glendale Heights was established; however cameras and doors have not been connected.

# **Breakdowns and Malfunctions**

Ninety-seven critical or important repair requests were processed in 2016. These included CAD, radio system, and telephone system repair issues.

• ACDC encountered ninety-nine 9-1-1 discrepancies. These errors included calls being routed to the wrong PSAP, some of which were located out of state. Others had incorrect location and number (ANI/ALI) information displayed and wireless misroutes due to the county wide wireless reroute initiative. ACDC worked with the resident or business owner, phone vendor, and ETSB to get them corrected.

• Over 113 addresses needed to be corrected in CAD. Some of these errors were missing addresses and other routed to the wrong town or jurisdiction. TC Koechling worked with ETSB GIS to correct them.

• In June of 2016, ACDC experienced failures in several Wood Dale administrative lines. Ultimately, the failure encompassed four Wood Dale extensions, five Forest Preserve extensions, and one Itasca extension. Through multiple vendor meets and failures, it was determined a faulty expansion module on ACDC's phone server was causing the issues. These faulty lines were redirected to functional lines until AT&T can cut over to the new phone system.

• "Phantom" 911 calls were received from businesses in Glendale Heights, Wood Dale, Itasca, Addison, and out of state. ACDC worked with staff of each business to track down the issue and correct it. Each issue has been resolved.

### **Operations**

- ACDC continues to work closely and meet with the police liaisons from each department to ensure high-quality service and continued successful operations
- ACDC all-staff meetings were held in April of 2016 (during Public Safety Telecommunicators Week) and September of 2016.
- Directors Temes and Hurd attended monthly ETSB meetings, PSAP managers meetings, and PAC meetings.
- Directors Temes and Hurd closely supervised the transition of the Itasca Police Department to ACDC and conducted operational meetings as necessary.
- Director Temes and Hurd closely supervised the transition of the Glendale Heights Police Department to ACDC and conducted operational meetings as necessary.
- Both Directors attended the APCO National Public Safety Telecommunicators Association (APCO) conference in Orlando, Florida. Seminars on stress, radio systems, management, and NG911 were attended.

# **2016 Statistics**

# **ACDC** Training

Director/Deputy Director	280 Hours of Training
Team Leaders	308 Hours of Training
TCs	340 Hours of Training
Total	928 Total Hours of Training

# **Recording Requests**

A total of 433 requests for audio, video, or MDC messages were received and processed in 2016.

Agency	Audio	Video	MDC
Addison	90	155	0
Bensenville	23	0	0
Bloomingdale	67	0	0
Forest Preserve	4	0	0
Wood Dale	46	0	0
Itasca	23	0	0
Glendale Heights	23	0	0
Tristate Fire	2	0	0
Total	278	155	0

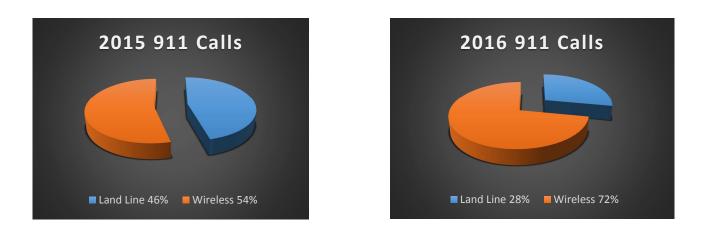
### Call Volume, CADs, & Traffic Stops Addison Locations:

In 2016, ACDC TCs processed 197,138 incoming phone calls. Of the total calls handled, 39, 862 (20%) were 911 calls, and 148,928 (75.54%) calls came in on the seven-digit direct or non-emergency police department lines, and 8,348 (4.2%) were calls from DU-COMM. TCs made 56,784 outgoing calls. 253,922 phone transactions were made by ACDC. This call volume does not include calls answered by each agency's Records Departments or "desk person."

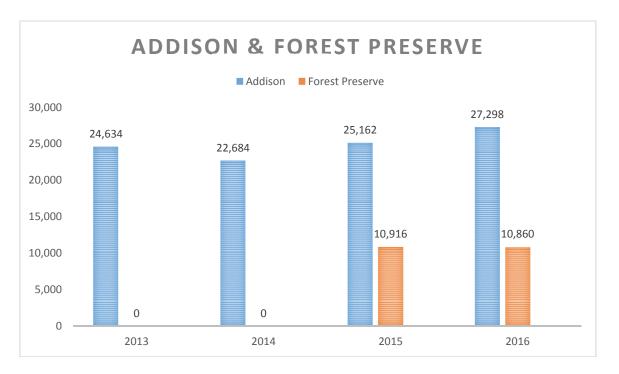
Agency	911 Calls	DU-COMM	Non-Emergency Calls	Outbound Calls	CAD With T-Stops
Addison			*64,097		27,298
Bensenville			15,238		13,326
Bloomingdale			28,018		25,724
Forest Preserve			*3,308		10,860
Glendale Heights			*12,341		*13,514
Itasca			11,890		7,921
Wood Dale			*14,036		17,184
Total	39,862	8,348	148,928	56,784	57,629

\* Telephone statistics for Wood Dale and the Forest Preserve are not accurate due to the phone system. Statistics for Glendale Heights are a partial year due to consolidation occurring in May.

### Land Line VS. Wireless 911 Calls

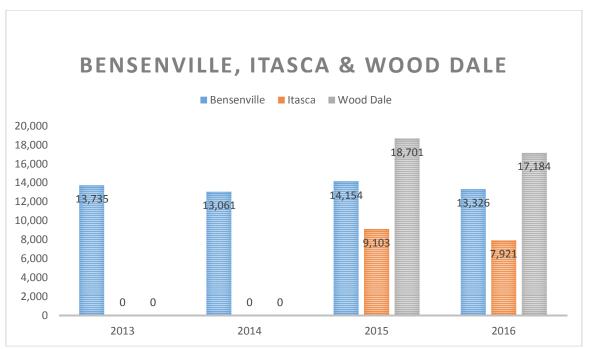


The 18% increase in cell phone calls can be attributed to consolidation and the wireless re-route that occurred within the County.



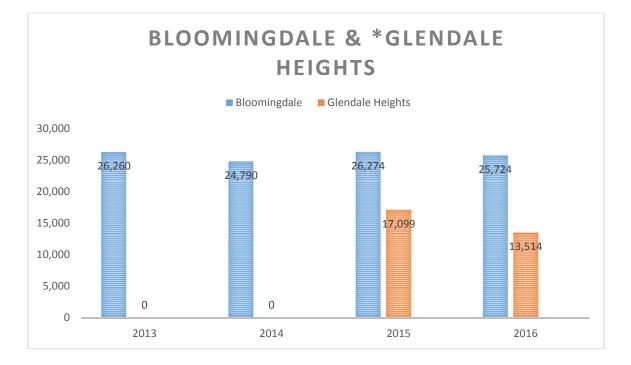
# ACDC1 Calls for Service & Traffic Stops 2013 - 2016

# ACDC2 Calls for Service & Traffic Stops 2013 - 2016



### ACDC3 Calls for Service & Traffic Stops 2013 – 2016

\*Data from Glendale Heights is from May – December 2016



# **Answer Times**

The National Emergency Number Association requires that 90% of all 911 calls must be answered within 10 seconds. No standard exists for the answering of non-emergency telephone calls.

NENA Standard	2014	2015	2016
911 Calls Answered Within 10 Seconds – North Location	99.96%	99.97%	99.8%
South Location	N/A	N/A	99.4%
Non-E Calls Answered Within 10 Seconds North Location	99.86%	99.86%	99.5%
South Location	N/A	N/A	98.6%

### Call Volume and CAD Statistics from the Tri-State Location:

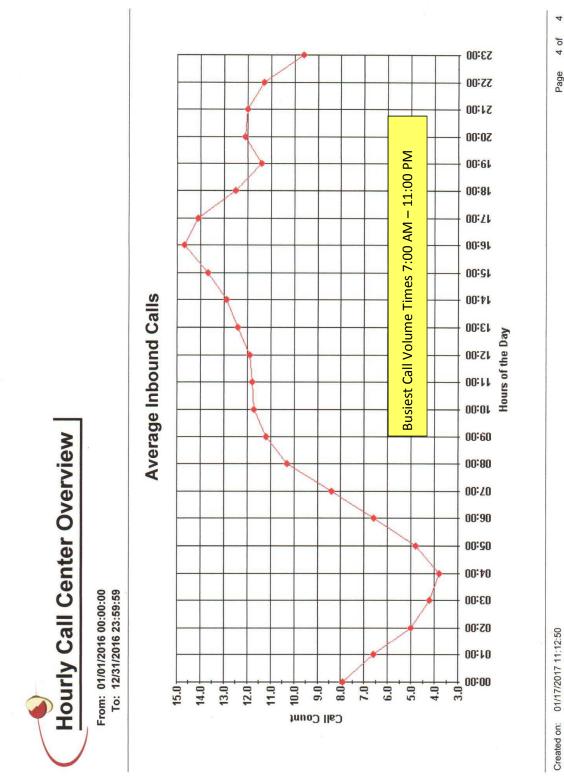
Fire statistics are from October – December 2016. ACDC TCs located at the Tri-State facility processed 4,889 incoming phone calls. Of the total calls handled, 1,271 (26%) were 911 calls, and 3,618 (74%) calls came in on the seven-digit direct or other department lines. TCs made 1,999 outbound calls.

Agency	911 Calls	Non-Emergency Calls	Outbound Calls	CADs
Tri-State		2,055		1,230
Pleasantview		1,563		973
Total	1,271	3,618	1,999	2,203

### **Complaints/Concerns**

30 total complaints were made to ACDC. All were investigated; 11 were bona fide.

Agency	Citizen Complaints	Patrol Complaints	Other Complaints	Total	Bona fide	Non-Bona fide
Addison	1	4	0	5	3	2
Bensenville	0	2	0	2	1	1
Bloomingdale	0	3	0	3	2	1
Forest Preserve	0	0	0	0	0	0
Glendale Heights	0	3	0	3	1	2
Itasca	0	6	0	6	3	3
Wood Dale	0	4	7	11	1	10
Total	1	22	7	30	11	19



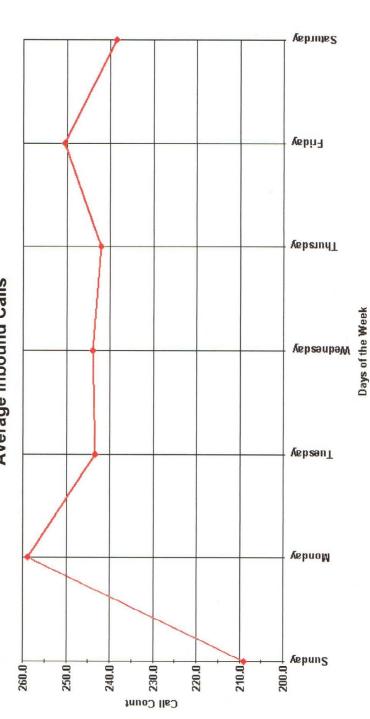
Addison Psap Page 4 of

Created on: 01/17/2017 11:12:50

From: 01/01/2016 00:00:00 To: 12/31/2016 23:59:59

Daily Call Center Overview





Created on: 01/17/2017 11:13:31

Page 4 of 4 Addison Psap

# 2016 Goals

- 1. Continued involvement of the ACDC Directors in the CAD/RMS project, with CAD selection set for summer of 2015. *This goal is on-going. Hexagon was selected as the vendor, contract was negotiated between ETSB and Hexagon. CAD Build began October 2016. Directors have heavy involvement in creating county-wide standards, system-wide configurations, user training, and implementation. We have accomplished standardization of event codes, status codes, disposition codes, and unit types. Deployment set for first quarter of 2018.*
- 2. In order to increase efficiencies and processes, add necessary enhancements to the ACDC Portal for member agencies. *This goal is on-going.*
- 3. Ensure continued growth through consolidation by sustaining our branding and marketing strategy. *This goal is on-going.*
- 4. Continue operational meeting with Glendale Heights and implement dispatching May 3, 2016. *This goal was accomplished.*
- 5. Continue the ACDC Building Project, with the goal of breaking ground in the summer of 2016 and construction completion in 2017. *This goal is on-going*
- 6. ACDC will continue to work with the "Fire North" group with a target of cut-over in 2017 at the new facility. Technology, protocols, and standardization will need to be agreed upon. ACDC will hire a Fire Coordinator to manage the fire portion of our dispatch function. *This goal was partially accomplished. Deputy Director Srejma was hired as Deputy Director for fire operations. The "Fire North" group will cut-over between March and May 2017.*
- With ACDC's growth, staffing levels continue to grow. This growth affects the need for additional management positions. Without further consolidation, one operations manager will be implemented in 2016 in addition to the 3 Team Leaders. *This goal will be accomplished January* 1, 2017 with the promotions of Marilu Hernandez and Afton Swistek to Operations Managers.
- 8. Consolidation will continue to impact ACDC. Additional personnel, changing policies and SOPs, fire dispatch equipment, and emerging technologies will need to be evaluated, implemented and managed. *This goal is currently on-going.*

# 2017 Goals

- The ETSB and PSAP Managers created an RFP, attended vendor demonstrations, and selected the AT&T Airbus 911 Call Handling System. The system is designed as one system for the three remaining PSAPs. Multiple call flow meetings and have occurred and deployment for the Addison location is scheduled for February 2017
- 2. Once the new ACDC facility is completed, extensive testing of each of the systems must occur to ensure a smooth transition of 911 staff from both the Tri-State location and Addison to the new center.
- 3. Implementation of EMD protocols and Pro QA software is scheduled for mid-February. All ACDC staff has been trained, however we anticipate heavy coaching session and supervision will need to occur for staff to become proficient and the protocols effective.
- 4. Completion of the newly built ACDC VHF system for use with our fire agencies. The VHF serves as a backup and interoperable communication system.
- 6. Achieve CALEA accreditation.

TYPE: Resolution

### SUBMITTED BY: Todd Finner

# **DEPARTMENT:**

Recreation and Community

DATE: February 28, 2017

Events

**DESCRIPTION:** 

Resolution Authorizing an Ice Arena License and Facility Use Agreement with the Chicago Blues Hockey Club

### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

<u> </u>	
COMMITTEE ACTION:	DATE:
APPROVED (6-0)	February 21, 2017

### **BACKGROUND:**

The Chicago Blues Hockey Club has expressed an interest in contracting ice time and other facilities at the Edge Ice Arenas. Since 2000, the Blues have called the Edge Ice Arenas its home. It is one of the most successful AAAssocations in the country and its unique director program, has changed the face of youth hockey throughout the Chicagoland area. The Blues have made numerous appearances in the National Championships and in 2010 managed to bring a National Championship back home to Bensenville. Currently, the Blues have two teams ranked in the top ten in the country.

### **KEY ISSUES:**

The Resolution presented approves an Ice License and Facility Use Agreement with the Chicago Blues. This would be a 7 year agreement and will cover any and all of their ice times reserved at the Edge. This agreement will require the Blues to purchase a minimum of 1,500 hours annually for the 2017-2024 seasons. In addition, the Blues will also lease exclusive locker room space at the Jefferson West premium locker room and the two Northwest subsidiary locker rooms at the Edge on Jefferson. It is also the Blues desire to continue with the Village of Bensenville Director Program in its present form. The Director Program has had a stabilizing effect on ice sales at the rink and has virtually assured the Village that there will not be gaps or voids in a schedule that generates revenues to offset operating expenses.

### ALTERNATIVES:

- The Resolution requires approval by the Village Board. Should the Board not approve the Resolution, the Blues would not be entitled to use the Arenas under the terms of the proposed Ice Arena and Facility Usage License agreement with the Blues.
- Recruit another tenant.
- Discretion of the Board.

### **RECOMMENDATION:**

Staff recommends approval of the Resolution.

### **BUDGET IMPACT:**

This Agreement will provide the Village revenue in the form of license fees and amusement tax. Total resulting revenues are projected to start at \$695,625.00 annually and increase by 3% every year thereafter. These revenues will be partially reflected in the 2017 annual budget as the agreement does not take effect until September 1, 2017.

# ACTION REQUIRED:

Approval of the Resolution Authorizing an Ice License and Facility Use Agreement with the Chicago Blues Hockey Club.

# ATTACHMENTS:

<b>Description</b>	<u>Upload Date</u>	<u>Type</u>
Resolution	1/31/2017	Resolution Letter
2017 - 2024 Ice Arena and Facilty Usage Agreement	2/9/2017	Backup Material

#### **RESOLUTION NO.**

# <u>A RESOLUTION APPROVING AN ICE ARENA AND FACILITY USAGE LICENSE</u> <u>AGREEMENT WITH THE CHICAGO BLUES HOCKEY CLUB</u>

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

**WHEREAS**, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the "ARENA"); and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license ice time and use of the ARENA for the purposes of generating revenue to fund the costs of maintenance, operation and management of the ARENA; and

WHEREAS, an organization known as the Chicago Blues Hockey Club, an Illinois Corporation, currently has a license with the VILLAGE for ice time and use of the ARENA pursuant to the terms and conditions as expressed in a certain Ice Arena and Facility Usage License Agreement; and

WHEREAS, the Chicago Blues Hockey Club has expressed a desire to renew the Ice Arena and Facility Usage License Agreement for the use of the ARENA in accordance with the terms and conditions as expressed in the subsequent Ice Arena and Facility Usage License Agreement (hereinafter the "AGREEMENT") attached hereto and incorporated by reference herein as Exhibit "A"; and **WHEREAS**, the Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with the Chicago Blues Hockey Club.

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

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

**SECTION TWO:** The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Use Agreement attached hereto and incorporated herein by reference as Exhibit "A."

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

PASSED AND APPROVED by the Board of Trustees of the Village of Bensenville, Illinois this 28<sup>th</sup> day of February 2017.

# APPROVED:

Evan Summers, Village Manager

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent:\_\_\_\_\_

### ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage Non-Exclusive License (hereinafter "License") is made and entered into as of this 28th day of February, 2017, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and <u>The Chicago Blues Hockey Club</u>, an Illinois Corporation, ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

#### I. RECITALS

- 1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
- 2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
- 3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
- 4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to Licensee and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
- 5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
- 6. Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
- 7. Licensee further recognizes that Arena and its facilities are public in nature.
- 8. Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
- **9.** Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### **II. LICENSE**

#### 1. Term.

The Term of this License shall commence on <u>September 1, 2017</u> and shall continue for a period of seven (7) years (the "Term") until <u>August 31, 2024</u>. Thereafter, the License will automatically renew for successive twelve (12)-month periods, unless either Party provides written notice of termination. Such notice must be provided not less than one hundred twenty days (120) days before the expiration

date of the initial term or the then current renewal term. The Licensee shall pay for ice time at the hourly rate that is in place at the time of any such renewal for the duration of the renewal term.

- 2. Usage.
  - a. Ice Time. During the Term, Licensee shall purchase a minimum of 1,100 hours of Fall/Winter season ice time, defined as ice time between the third Sunday in August and the first Monday in March; a minimum of 200 hours of Spring season ice, defined as ice time between the second Sunday in March and May 31; and a minimum of 200 hours of Summer season ice time, defined as ice time from June 1 until the third Sunday in August, ("Minimum Annual Purchase Requirement") from Licensor pursuant to the schedule set forth in "Exhibit C," attached hereto. This Minimum Annual Purchase Requirement may be modified from time to time to accommodate scheduling of Licensor's and Licensee's hockey directors, provided any modified schedule is reasonably consistent with Exhibit C in terms of percentage allocation of daily times and specified rinks used to schedule Licensee's ice time.
  - b. Exclusive Locker Rooms. Beginning September 1, 2017, the Licensee shall have exclusive use of the Premium Locker Room and the two Northwest Subidiary Locker Rooms within the Jefferson West Arena (the Premium Locker Room and the Northwest Subsidiary Locker Rooms are referred to herein collectively as the "Exclusive Locker Rooms"). Licensee shall have the exclusive use of the Exclusive Locker Rooms, provided, however, that the Licensor reserves the right to use the Exclusive Locker Rooms, or portions thereof, provided: (i) the Licensor shall make a written request for said use to the Licensee, (ii) the Licensee approves said request in writing, which approval shall not be unreasonably withheld; and (iii) the Licensor or Third Party User shall enter into a mutually acceptable agreement with the Licensee relating to use of the Exclusive Locker Rooms. Said agreement shall require: (a) that equipment or any other items owned by the Licensee located in the Exclusive Locker Rooms shall not be used by the Licensor or Third Party User, and (b) that the Licensor or Third Party User shall indemnify the Licensee from any and all claims arising out of the use of the Exclusive Locker Rooms and/or repair costs thereto, resulting from the Licensor or Third Party User's use of the Exclusive Locker Rooms as herein provided shall be the responsibility of the Licensor or Third Party User. The Licensor reserves the right to enter into an agreement with a Third Party Junior A, NCAA College or Professional Hockey team which may result in the need to make the West Arena Premium Locker Room available to the Third Party. In such event, Licensee shall relinquish use of the Premium Locker Room. Licensor shall be required to provide a minimum of three months notification period for Licensee to vacate the Premium Locker Room. Applicable fees associated with this agreement shall be pro-rated as used and waived for future periods.
  - c. **Exchange of Ice Time**. Licensee may exchange the ice time specifically listed in "Exhibit C" for other available unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion, which approval shall not be unreasonably withheld. All exchanges must be approved verbally, or in writing, by the Licensor's Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.
  - d. **Preempted Ice.** Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon verbal or written notice, to preempt Licensee's use of the

Arena ("Preempted Ice"). Preempted Ice includes ice used for certain periodic tournaments, including, but not limited to: Greater Chicago Fall Invitational, Nike Bauer, Robert Morris University ACHA Showcase, Martin Luther King Day, President's Day, Blackhawk Cup and ACHA National tournaments. All scheduled ice time set forth in "Exhibit C" lost to Preempted Ice shall reduce the Annual Minimum Purchase Requirement by an equal amount, if said ice time cannot be exchanged.

#### 3. Scope

- a. This License authorizes Licensee to use the ice surface, exclusive use of the Exclusive Locker Rooms, common locker rooms, spectator stands, public areas of the Arena, other Redmond Park Facilities, as schedule allows, and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License and the usages provided for herein applies only during the ice time set forth in "Exhibit C," or otherwise exchanged pursuant to paragraph 2(c), herein.
- d. This License applies only to Licensee and its employees, agents, members, invitees and spectators.
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.

#### 4. Payment

- a. Licensor shall invoice Licensee on the 15<sup>th</sup> day of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing of the first day of the month following the invoice date.
- b. EXCLUSIVE LOCKER ROOMS. For such right as set forth in section 2(b), the Licensee shall pay to the Licensor the following:
  - (i) Twenty-One Thousand and 00/100 Dollars (\$21,000.00) per year for the Jefferson West Premium Locker Room.
  - (ii) Twenty-Two Thousand and 00/100 Dollars (\$22,000.00) per year for the two (2) Jefferson West Northwest Subsidiary Locker Rooms.
  - Payment shall be made in equal installments on the following dates: September 1, October 1, November 1, December 1, and January 1 of each year of this license.
- c. ICE TIME. For such right as set forth in section 2(a), the Licensee shall be invoiced based upon the following hourly rates; \$475.00 per hour for all Fall, Winter and Spring season ice times and \$215.00 per hour for all Summer season ice times for the first year of the term. Ice times for the "Introduction to Hockey" programs (which shall include, but not limited to, learn to skate programs and Minorhawks U8 leagues) shall be limited to five and one half hours per week and shall be charged a year-round rate of \$300.00 per hour for the first year of the term. Licensor shall make every attempt to increase the weekly ice limitation for the "Introduction to Hockey" programs of size of the program. Thereafter, the hourly rate for all ice times shall increase by three percent (3%) per hour for each subsequent year of the License. Any ice time hours purchased by Licensee over and above the Minimum Annual Purchase Requirement shall be payable at the same rate. All services provided by Licensor with these hourly ice rates include facilities usage, a minimum of two (2) qualified

professional hockey directors, player evaluations, coach seminars and training, and qualified off-ice conditioning and training.

- d. A late fee of five percent (5%) per month will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.)(a.), above. The Licensor shall charge Fifty Dollars (\$50.00) in addition to the face amount of a check returned for non-sufficient funds or one which must be resubmitted for payment regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- e. The Licensee is also subject to the Licensor's Amusement Tax, and any amendment thereto. The amusement tax is currently five percent (5%) at the signing of this License. Invoices tendered to Licensee shall include the Amusement Tax as a required payment.
- f. Upon Licensee's failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a seven (7)-day cure period. Nothwithstanding this right, , Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- g. If the Licensee fails to pay any sums within sixty (60) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by Licensor to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.
- h. Upon Licensee's failure to pay any sums due hereunder, Licensor also reserves the right to prohibit Licensee from taking the ice, without notice, until any past due debts have been satisified.

#### 5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensor, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 *et seq.* In addition to the remedies provided for in Section 3-19-6, Licensor shall have the rememdies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

#### 6. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and/or spectators, for any reason, at Licensor's sole discretion.

#### 7. Duties of Licensee.

a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the locker room and Arena rules and regulations set forth in "Exhibit B," attached hereto

and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to the pay to the Licensor the replacement costs itemized in Exhibit "B" for the damages listed caused by it or its employees, agents, members, invitees and/or spectators.

- b. Licensee shall provide for qualified and trained adult supervision (exclusive of hockey directors and coaches) at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control, if necessary, at all games and events sponsored or held by Licensee by trained and qualified personnel.
- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
- h. Licensee's players, hockey directors and bench coaches shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, members, invitees and/or spectators, enter or step upon the ice surface while the resurfacing doors are open.
- i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
  - □ USA Hockey
  - □ Amateur Hockey Association of Illinois
  - □ Amateur Athletic Union
- j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. above. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
- k. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to Licensor within a reasonable time after they have been executed.
- 1. Licensee shall hire (with the assistance of the hockey directors), compensate, and be responsible for the certification and screening of all of Licensee's bench and other coaches. Licensee shall have the sole power, duty, and authority to hire and terminate such coaches.
- m. Annual coaching/director lineup shall be mutually agreed upon by the Licensor's hockey directors and the Licensee's coaching committee.
- n. Licensee shall have the right to assign duties to the Licensor's hockey directors provided that such duties include no more than recruitment, selection, training, coaching and directing of Chicago Blues Hockey Club players.

o. Licensee shall notify its members that food and beverage consumption at the Edge shall be limited to the purchase of such food and beverage as is available from the food/beverage company which provides concessions and catering under contract with the Licensor.

### 8. Duties of Licensor.

- a. Licensor shall provide the ice rink, Exclusive Locker Rooms, common locker rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C."
- b. Licensor shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit C." For hockey games, Licensor shall provide all necessary ice resurfacing as mandated by league rules. Requests for additional resurfacing will be honored based on the availability of staff and equipment.
- c. Licensor shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting and ice surfaces, two locker rooms per ice slot, heating, and cleaning of locker rooms.
- d. Licensor shall provide Licensee with Todd Finner and Jeff Jones as USA certified and screened hockey directors. Licensor shall be responsible for the hiring and/or employment of the aforementioned hockey directors, and shall further be responsible for any fees associated with the registration and screening of such hockey directors. In the event that Todd Finner and/or Jeff Jones are terminated during the term of this License, or are otherwise unavailable to serve as hockey director, Licensor shall provide a replacement hockey director of the like skill, experience, and reputation, which replacement hockey director must be USA Hockey certified and screened. Licensee shall be entitled to a reasonable deduction from the hourly rate payable to Licensor for ice time for any period of time that Licensor provides less than two (2) USA Hockey certified and screened hockey directors.
- e. Licensor hockey directors shall provide Licensee with an off-ice conditioning program, including access to certain common areas of the Arena and Redmond Park facilities (specifically including the weight room, as schedule allows.) Licensor hockey directors and/or bench coaches shall provide Licensee with individual player evaluations.
- f. Licensor shall maintain and provide all necessary documentation and proof of registration, screening and eligibility of hockey directors upon request of Licensee.
- g. Licensor's hockey directors shall be in good standing, registered and abide by the current rules, regulations and policies of the Licensee and:
  - □ USA Hockey
  - □ Amateur Hockey Association of Illinois
  - □ Amateur Athletic Union
- h. Licensor shall notify Licensee of any material breach of this License, including, but not limited to, failure of hockey directors to abide by the current rules and regulations as set forth in paragraph 8.g. Licensee shall grant Licensor thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee's option.
- i. Neither Licensor, nor any hockey director employed by Licensor, shall have the authority to grant any player a fee discount, fee waiver, or "scholarship." In the event of any such fee discount, fee waiver, or "scholarship," Licensee shall receive a credit toward amounts

due Licensor in an amount equal to any fees lost to Licensee as a result of the fee discount, fee waiver, or "scholarship."

- j. Hockey directors employed by Licensor shall use best efforts to enforce any financial suspension imposed by Licensee for any assigned teams' player that is delinquent in paying its fees by not allowing that player to participate in any team activities including, but not limited to, practices and games. Failure to enforce Licensee imposed financial suspensions shall be deemed a "scholarship" and Licensee shall receive a credit toward amounts due Licensor.
- k. Neither Licensor nor any hockey director employed by Licensor shall have the authority to 'cut" any paying player from the program without approval of the Licensee.
- 1. Licensee shall have the right to demand the replacement of a hockey director "for good cause," in which case Licensor shall provide a replacement hockey director as provided in paragraph (8)(d), above. A hockey director may be replaced "for good cause" upon any of the following events or conditions: (i) gross or repeated neglect of duties as hockey director; (ii) the failure or inability to perform the duties assigned to him because of the use of intoxicants or narcotics; (iii) criminal indictment for a felony; (iv) an act of dishonesty or moral turpitude detrimental to the best interests of Licensee; (v) the failure or inability to perform the duties and regulations of USA Hockey, AHAI, AAU or any similar governing body.

#### 9. Licensor / Licensee Communications.

Licensor shall designate a duly authorized employee or officer to meet with a Licensee-designated committee once per month at a time to be determined by both parties. These meetings shall be for the purpose of addressing all issues relating to Licensee's use of the facilities and/or this License Agreement, including, but not limited to, (i) the hiring, conduct, and performance of hockey directors; (ii) the scheduling of ice and use of the facilities; (iii) the planning, development, and implementation of hockey programs; and (iv) marketing of Licensor's and Licensee's hockey programs.

#### 10. Assumption of Risk.

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, to losses and the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

#### 11. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
  - i. <u>Personal injury/death</u>: one million dollars per occurrence; and
  - ii. <u>Property damage liability</u>: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.

c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

### 12. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this License, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

#### 13. Termination.

- a. Subject to the conditions set forth in Article (4.), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.
- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
- e. Termination by the Licensor shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

#### 14. Excuse of Performance.

- **a.** Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

#### 15. Arena.

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in is full compliance with this License.
- d. If a mechanical failure shall occur at the Edge which would affect the quality of the ice, or the ability of the Village to allow use of any of the ice surfaces at the Arena in any way, the Licensee shall be relieved of paying any sum for use of that ice surface at the Arena otherwise due and owing under this License, until such time as the use of the ice surface at the Arena can resume. If monies have been paid for ice time not available for use as a result of a failure of the Licensor to provide such use, those sums shall be credited to the Licensee.

#### 16. Miscellaneous.

- **a.** Assignment. This License may be assigned by Licensee, with Licensor's prior written consent provided that the assignment is to: 1) any member organization of the Amateur Hockey Association of Illinois or the Amateur Athletic Union, which at the time of assignment is in good standing with that association; and, 2) Licensee is current in all amounts owing to Licensor.
- **b.** Amendments. No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.
- c. Entire License. This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- **d.** Severability. The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. Headings and Captions. The headings and captions continued in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- **f. Governing law**. Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- **g.** Waiver. No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.

**h.** Counterparts. This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

#### 17. Notice.

a. All notices required by this License shall be provided to the following individuals by firstclass U.S. Mail, postage pre-paid, together with a copy by either facsimile or e-mail as follows:

> i. For Licensor: Village of Bensenville Attn: Village Manager 12 South Center Street Bensenville, Illinois 60106 esummers@bensenville.il.us

> > and

Mary E. Dickson Bond, Dickson, & Conway 400 S. Knoll Street Unit C Wheaton, IL 60187 (630) 681 – 1020 (Fax) marydickson@bond-dickson.com

ii. For Licensee: Pat Hogan Chicago Blues Hockey Club 15 W 455 Fillmore Court Elmhurst, IL 60126 path127@aol.com

and

Athanasios Papadopoulos Neal, Gerber & Eisenberg LLP 2 N., LaSalle st., Suite 1700 Chicago, IL 60606 312.269.5982 tpapadopoulos@ngelaw.com IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

VILLAGE OF BENSENVILLE

By:

Village President

Attest:

Village Clerk

### CHICAGO BLUES HOCKEY CLUB

By: resident Its Attest: Secretary/Treasurer

### EXHIBIT A WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY AGREEMENT ("AGREEMENT")

- I. Assumption of Risk. I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the CHICAGO BLUES HOCKEY CLUB, an Illinois Corporation (" hereafter referred to as the "Licensee"). I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.
- II. Release and waiver of claims agreement. In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of the Licensee at the Arena. Further, I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the Licensee due to whatever cause whatsoever, including negligence or breach of contract on the part of the VILLAGE OF BENSENVILLE.
- **III. Binding effect of this Agreement**. In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.
- **IV.** Entire agreement. This Agreement contains all the terms and conditions of my waiver and release of liability.

I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.

Signature of participant

Signature of parent or guardian of participant if participant is under eighteen (18) years of age.

Date

#### **EXHIBIT B**

#### LOCKER ROOM AND ARENA RULES AND REGULATIONS

- 1. Skates must be kept on the rubber floor only and not on or around the bleachers.
- 2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
- 3. Players must be fully clothed when outside of the locker room.
- 4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
- 5. No pets allowed in rink.
- 6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
- 7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
- 8. Users do not have access to the office or any office equipment within it.

# Exhibit C

# Other facility rental fees and responsibilities

The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of the facility that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charged with each one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage deposit. Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

Rental Facility	Cost	Please check if required
AHAI Meeting Rooms		
Maximum occupancy of 30 people per room	\$150/day	
West Rink Party Room		
Maximum occupancy of 15 people per room	\$50/day	
Blue Line Club Bar		+
Maximum occupancy of 20 people per room	\$100/day	
John Street Ballet Room		
Maximum occupancy of 20 people per room	\$50/day	
Skybox		
Each skybox offers a private suite overlooking the Edge West Ice Arena.	\$100/suite	
Maximum occupancy is 10 people per suite.		
Food/Beverage		
The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending	Yes	
priveledges. Please do not bring in food from outside sources. Please indicate No		
YES or NO if you will be requiring food and beverage services while at the Edge.		
Vendor Space		
Each vendor space will include one table and two chairs.	\$100/upper level space	
There are two vendors spaces available on lower level and	\$150/lower level space	
numerous spaces available on the 2nd level mezzanine.		

# **Edge Ice Arenas Rules**

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food or sport drinks allowed in locker rooms WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- All tobacco use is prohibited in the facilities violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date		Team and Association			
Rink (Circle One)	John Street	Jefferson East	Jefferson West	Locker Room #	
Time of day key is che	ecked out				8
Responsible party prin	ted name				
NOTE EXISTING DA	MAGE	Ύκ.			3

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature			
Witness (Edge Staff)			
After use inspection (circle one)	Acceptable	Not Acceptable**	
**Reason for non-acceptance			
Employee name that inspected locker ro	om and received key		
Time of day key returned			

(Please note price list on reverse side for cost of damages)

# Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame. The following list outlines the replacement cost that your team will be charged for any and all damage:

Paint touch up	\$60.00
Damaged Bench	\$200.00
Keys	\$5.00
Locks	\$80.00
Showerhead	\$50.00
Outlet	\$30.00
Outlet Cover	\$10.00
Light Cover	\$100.00
Thermostat	\$500.00
Toilet	\$500.00
Sink	\$400.00
Toilet Partition	\$500.00
Shower Partition	\$500.00
Emergency Lights	\$500.00
Coat Hooks	\$250.00
Damaged Ceilings	\$1000.00
Damaged Doors	\$1000.00
Room Deodorizer	\$100.00

#### **EXHIBIT C**

#### **ICE TIME/SCHEDULE**

#### A. Regular Ice Slots

In each annual operating year. Licensee shall be responsible for purchasing certain specified ice slots from Licensor. In each Annual Operating Year, from September 1<sup>st</sup> through and including the first Sunday in March, specifically excluding Thanksgiving Day and the three days following such day, December 24 - January 1, Licensee hereby agrees to purchase from the ice arena the general hours set forth in the following schedule and the exact hours set forth in the attached detailed schedule given prior to each season. The Annual Regular Ice Slot requirement must be a minimum of 1100 hours.

#### Monday

5:40 - 6:40 pm Jefferson West 6:50 - 7:50 pm Jefferson West 8:00 - 9:00 pm Jefferson West 6:30 - 7:30 pm Jefferson East 7:40 - 8:40 pm Jefferson East 8:50 - 9:50 pm Jefferson East

#### Tuesday

5:20 - 6:50 pm Jefferson West 7:00 - 8:00 pm Jefferson West 8:10 - 9:10 pm Jefferson West 9:20 - 10:20 pm Jefferson West 6:30 - 7:30 pm Jefferson East 7:40 - 8:40 pm Jefferson East

#### Wednesday

5:10 – 5:55 pm JeffersonWest (MinorHawks) 5:55 – 7:00 pm Jefferson West 7:10 – 8:10 pm Jefferson West 5:10 – 6:10 pm Jefferson East 6:20 – 7:20 pm Jefferson East 7:30 – 9:00 pm Jefferson East

#### Thursday

5:20 - 6:20 pm Jefferson West 6:30 - 7:30 pm Jefferson West 7:40 - 8:40 pm Jefferson West 8:50 - 9:50 pm Jefferson West 5:10 - 6:10 pm Jefferson East 6:20 - 7:20 pm Jefferson East 7:30 - 8:30 pm Jefferson East Friday

5:00 – 6:00 pm John Street 6:10 – 7:10 pm John Street 7:20 – 8:20 pm John Street 8:30 – 9:30 pm John Street (if no RMU)

#### Saturday

8:00 - 9:00 am Jefferson West (MinorHawks) 9:10 - 10:10 am Jefferson West (MinorHawks) 10:10 - 10:55 am Jefferson West (MinorHawks) 11:05 - 12:05 pm Jefferson West 12:15 - 1:15 pm Jefferson West 1:25 - 2:25 pm Jefferson West 2:35 - 3:35 pm Jefferson West 3:45 - 5:05 pm Jefferson West 5:15 - 6:45 pm Jefferson West 2:00 - 3:00 pm Jefferson East 3:10 - 4:10 pm Jefferson East 4:20 - 5:30 pm Jefferson East 5:40 - 7:40 pm Jefferson East

#### Sunday

8:00 – 9:10 am Jefferson West 9:20 – 10:50 am Jefferson West 11:00 – 12:50 pm Jefferson West 1:00 – 2:50 pm Jefferson West 3:00 – 4:20 pm Jefferson West 8:00 – 9:00 am Jefferson East (MinorHawks) 9:10 – 10:10 am Jefferson East (MinorHawks) 10:20 – 11:40 am Jefferson East 11:50 – 12:50 pm Jefferson East

#### B. Spring Ice Slots

In each Annual Operating Year, from the period beginning April 1<sup>st</sup> through and including May 31<sup>th</sup>, Licensee hereby agrees to purchase from the ice arena the general hours set forth in the following schedule and the exact hours set forth in the attached detailed schedule given prior to each season. The annual Spring Ice time requirement must be a minimum of 200 hours.

#### Monday

5:30 - 6:30 pm Jefferson East 6:40 - 7:40 pm Jefferson East 7:50 - 8:50 pm Jefferson East 9:00 - 10:15 pm Jefferson East 9:00 - 10:15 pm John Street

#### Tuesday

None

#### Wednesday

5:20 - 6:20 pm Jefferson East 5:30 - 6:30 pm Jefferson West 6:40 - 7:40 pm Jefferson West 7:50 - 8:50 pm Jefferson West 9:00 - 10:00 pm Jefferson West

Thursday

5:45 – 6:45 pm John Street 6:55 – 7:55 pm John Street 8:05 – 9:05 pm John Street

Friday None

C. Summer Ice Slots

In each Annual Operating Year, from the period beginning June 1<sup>st</sup> through and including the third Sunday in August, Licensee hereby agrees to purchase two hundred (200) hours. For the summer of 2018, the 200 hours will be allocated as follows:

<u>Monday through Friday</u> 10:00 a.m. - 3:00 p.m. (consisting of 3.5 consecutive hours during 4 consecutive days during the same week) - 50 hours

Monday through Friday 3:00 p.m. – 5:00 p.m. – 10 hours

Monday through Thursday 5:00 p.m. – 9:00 p.m. – 120 hours Saturday

8:00 – 9:00 am Jefferson West 9:10 – 10:10 am Jefferson West 10:20 – 11:20 am Jefferson West 11:30 – 12:30 pm Jefferson West 12:40 – 1:40 pm Jefferson West 1:50 – 2:50 pm Jefferson West 3:00 – 4:00 pm Jefferson West

> Sunday None

Saturday/Sunday 10 hours

<u>Friday</u> 5:00 p.m. – 9:00 p.m. – 10 hours

For all subsequent years, the 200 hours shall be allocated as follows or as otherwise agreed to by the parties:

120 hours – Monday through Thursday 5:00 p.m.-9:00 p.m.

80 hours – Monday through Friday 10:00 a.m.-3:00 p.m. (consisting of 3.5 consecutive hours during 4 consecutive days during the same week); Monday through Friday 3:00 p.m.-5:00 p.m.; Saturday/Sunday; and Friday 5:00 p.m.-9:00 p.m.

Specific times and dates are to be confirmed annually by the Parties no later than March 15th for the upcoming summer session.

TYPE:

# SUBMITTED BY:

Todd Finner

# **DEPARTMENT:**

Recreation and Community Events

DATE: February 28, 2017

### **DESCRIPTION:**

Resolution Approving an Ice Arena License and Facility Use Agreement with the Chicago Mission Hockey Club

# SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
REC - APPROVED (6-0)	February 21, 2017

### **BACKGROUND:**

The Chicago Mission Hockey Club has expressed an interest in contracting ice time and other facilities at the Edge Ice Arena. The Mission, is the most successful AAA youth organization in the country. Currently, all 7 boys teams and all 4 girls teams are ranked in the top 10 in the country. The average ranking for the entire club is 4.73. They currently have two #1 ranked teams along with a #2 ranked team and two #3 ranked teams. Many former Mission players are currently active in the NHL including Nick Schmaltz, Vinnie Hinostrosa and Ryan Hartman on the Blackhawks. The NCAA scholarship list is even more impressive. On a regular basis, Mission players are awarded scholarships to attend prestigious institutions such as: Princeton, Yale, Notre Dame, Dartmouth, Boston University, Michigan, Michigan State, Wisconsin, Penn State, Harvard, Cornell, Brown and many others. More recently, three former 2000 birth-year players are currently playing on the USA National 17 and under team.

# **KEY ISSUES:**

The Resolution presented approves an Ice License and Facility Use Agreement with the Chicago Mission. This would be a seven year agreement and will cover any and all of their ice times reserved at the Edge. In addition, the agreement as it is presented, gives the Mission the option to construct locker rooms to house their four girls teams at John Street. The Mission would fund design and construction of the project and waive locker room rental fees for the first three (3) years of the agreement. After the third season, the Village would then charge the lesser of the average in-house exclusive rental rate or 25% of total annual ice purchased by the Mission. This will also lease exclusive locker room space at the Jefferson West premium locker room and the two Northwest subsidiary locker rooms at the Edge on Jefferson.

The Mission plans on utilizing this ice time and locker room space for its girl's program. The boy's program plans on skating at the new Blackhawks training facility, located at the former Malcolm X College site, which is in close proximity to the United Center.

### **ALTERNATIVES:**

- The Resolution requires approval by the Village Board. Should the Board not approve the Resolution, the Mission would not be entitled to use the Arenas under the terms of the proposed Ice Arena and Facility Usage License agreement with the Mission.
- Recruit another tenant.
- Discretion of the Board.

### **RECOMMENDATION:**

Staff recommends approval of the Resolution.

# **BUDGET IMPACT:**

This Agreement will provide the Village revenue in the form of license fees and Amusement Tax. Total resulting revenues are projected to start in year one at \$215,591 annually and increase by 3% every year thereafter. In addition, the Village will begin collecting locker room rental fees in year 4 of this agreement and this will come in at \$56,090.00 and increasing by 3% thereafter. These revenues are reflected in the 2017 annual budget.

# **ACTION REQUIRED:**

Approval of a Resolution Authorizing an Ice License and Facility Use Agreement with the Chicago Mission Hockey Club.

ATTACHMENTS:		
Description	<u>Upload Date</u>	<u>Туре</u>
Resolution	2/14/2017	Resolution Letter
Agreement	2/14/2017	Exhibit
Comparison of the 4 Tier 1 Clubs in Illinois	2/14/2017	Backup Material

#### **RESOLUTION NO.**

# <u>A RESOLUTION APPROVING AN ICE ARENA AND FACILITY USAGE LICENSE</u> <u>AGREEMENT WITH THE CHICAGO MISSION HOCKEY CLUB</u>

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

**WHEREAS**, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the "ARENA"); and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license ice time and use of the ARENA for the purposes of generating revenue to fund the costs of maintenance, operation and management of the ARENA; and

WHEREAS, an organization known as the Chicago Mission Hockey Club, an Illinois Corporation, currently has a license with the VILLAGE for ice time and use of the ARENA pursuant to the terms and conditions as expressed in a certain Ice Arena and Facility Usage License Agreement; and

WHEREAS, the Chicago Mission Hockey Club has expressed a desire to renew the Ice Arena and Facility Usage License Agreement for the use of the ARENA in accordance with the terms and conditions as expressed in the subsequent Ice Arena and Facility Usage License Agreement (hereinafter the "AGREEMENT") attached hereto and incorporated by reference herein as Exhibit "A"; and WHEREAS, the Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with the Chicago Mission Hockey Club.

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

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

**SECTION TWO:** The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Use Agreement attached hereto and incorporated herein by reference as Exhibit "A."

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

PASSED AND APPROVED by the Board of Trustees of the Village of Bensenville, Illinois this 28<sup>th</sup> day of February 2017.

APPROVED:

Evan Summers, Village Manager

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_\_

Absent:

# ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage License (hereinafter "License") is made and entered into as of this <u>28th day of</u> <u>February, 2017</u>, by and between the VILLAGE OF BENSENVILLE ("Licensor") and <u>The Chicago Mission AAA</u> <u>Hockey Club</u>, an Illinois not-for-profit Corporation, ("Licensee") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS (ARENA).

# I. RECITALS

- 1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
- 2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates ice rinks located at 545 John Street, Bensenville, Illinois (commonly known as EDGE ON JOHN and 735 East Jefferson Street, Bensenville, Illinois (commonly known as EDGE ON JEFFERSON). For the general purposes of this License, EDGE ON JOHN and EDGE ON JEFFERSON shall be referred to collectively as the "ARENA," unless referenced otherwise.
- 3. Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the ARENA.
- 4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to the <u>Chicago</u> <u>Mission AAA Hockey Club</u>, an Illinois not-for-profit Corporation, and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
- 5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
- 6. Licensee recognizes that Licensor is an Illinois municipal corporation and is therefore subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
- 7. Licensee further recognizes that Arena and its facilities are public in nature.
- 8. Licensee recognizes that Licensor has executed, and is therefore bound by, other License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
- 9. Licensor and Licensee recognize that this license is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators.

# II. LICENSE

NOW, THEREFORE, in consideration of the recitals and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

# 1. Term.

- a. The Term of this License shall commence on September 1, 2017, and shall continue for a period of one (7) years (the "Term") until August 31, 2024. Thereafter, the License will automatically renew for successive twelve (12)-month periods, unless either Party provides written notice of termination. Such notice must be provided not less than one hundred twenty (120) days before the expiration date of the initial term or the then current renewal term. The Licensee shall pay for ice time at the hourly rate that is in place at the time of any such renewal plus 3% per year for the duration of the renewal term.
- b. Ice Time. In each Annual Operating Year, which is hereby defined as the time period from August 15<sup>th</sup> through August 14<sup>th</sup> of the following year, Licensee shall purchase ice time from Licensor pursuant to the schedule set forth in "Exhibit C," attached hereto.

- c. Locker Rooms. Pending Village approval of design, construction and terms of additional locker room lease agreement, Licensee shall have the option to design and construct exclusive locker rooms located at the Edge on John Street. The Village shall waive all lease fees for the first three seasons after locker room construction. Thereafter, the Village shall charge an annual lease fee per locker room at a rate that is the lesser of the average of all existing exclusive locker room lease rates at that time or twenty-five per cent (25%) of the annual ice fee for all of the locker rooms.
- d. Exchange of Ice time. Licensee may exchange the ice time specifically listed in "Exhibit C" for other ice time. Such exchanges are subject to the approval of the Licensor at Licensor's sole discretion. All exchanges must be approved in writing two weeks (2) weeks prior to the earlier of ice times.
- e. **Preempted Ice**. Licensor reserves the right, within not less than thirty (30) days prior to the scheduled ice time, and upon verbal or written notice, to preempt Licensee's use of the Arena ("Preempted Ice"). Preempted Ice includes ice used for certain periodic tournaments, including, but not limited to: Greater Chicago Fall Invitational, World Hockey Invite, Robert Morris University ACHA Showcase, Martin Luther King holiday weekend, President's Day holiday weekend, Blackhawk Cup and ACHA National Championship tournaments.

### 2. Scope

- a. This License authorizes Licensee to use the ice surface, common locker rooms, spectator stands, scorekeeper's box, public areas and all means of public ingress and egress of the Arena.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License applies only during the ice time set forth in "Exhibit C" or otherwise exchanged pursuant to paragraph 2(b), herein.
- d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.

### 3. Payment

- a. Licensor shall invoice Licensee on the 15<sup>th</sup> of each month for all charges due and owing the following month. All invoiced amounts shall become due and owing on the first day of the month following the invoice date.
- b. The invoiced amount shall be based upon a rate of <u>\$400.00</u> per hour for the first year of the term. Thereafter, for each subsequent year of the License, the hourly rate shall increase by three percent (3%) for each subsequent year of the License.
- c. A five (5%) percent monthly late fee will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.)(a.), above. A \$50.00 fee will be charged for all checks that are dishonored. All unpaid sums resulting from an insufficient funds check shall immediately become subject to the five (5%) percent monthly late fee in addition to any other fees and charges provided for herein.
- d. Upon Licensee's failure to pay any sums due hereunder as required by any part herein, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a 7 day cure period. However, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- e. If the Licensee fails to pay any sums within 30 days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by Licensor to Licensee pursuant to this, or any other License agreement.
- f. Upon Licensee's failure to pay any sums due hereunder, Licensor also reserves the right to prohibit Licensee from taking the ice, without notice, until any past due debts have been satisfied.

# 4. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes which may be assessed by Licensor on Licensee's activities at the Arena.
- b. Specifically, Licensee shall collect, serve as trustee for, and pay to the Village, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 et seq. In addition to the remedies provided for in Section 3-19-6, Licensor shall have the remedies set forth in part II., paragraph 4, subparagraphs c., d., and e. of this License.

### 5. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators, for any reason, at Licensor's sole discretion.
- c. Licensor reserves the right, within not less than fourteen (14) days prior to scheduled ice time, and upon written or verbal notice, to preempt Licensee's use of the Arena or Locker Rooms. Licensor shall reschedule the preempted ice time at a date and time suitable to Licensee, or, at the sole discretion of the Licensor, issue refunds or credits in lieu of said ice time.
- d. Licensor reserves the right to excuse any individual or group from the Premises for bringing any form of outside food, beverage or alcohol without receiving and presenting prior written approval from Edge Ice Arenas management.
- e. Licensor reserves the right to excuse any individual or group from the Premises for occupying any area of the facility that as not deemed a "common" area without prior written and presentable approval from Edge Ice Arenas management. These areas include but are not limited to the Olympia tunnel, compressor room, cleaning supplies room, food and beverage stock room, skyboxes, lower management offices, all supply and storage rooms, AHAI offices, ballet room, Steel locker room and Robert Morris University locker rooms.
- f. In the event that Licensee does not immediately clear the ice upon expiration of scheduled time slot, Licensor reserves the right to invoice Licensee a minimum ten minute time charge every time that slot is delayed by a multiple of ten or less minutes. For example, if a practice or game is not halted immediately when driver opens the doors and if the following group starts one minute late, Licensee shall be charged for an additional ten minutes. If the following group takes the ice eleven minutes behind schedule, then Licensee shall be charged for 20 additional minutes.
- g. Licensor reserves the right to eject any individual person or group for bringing any kick ball, soccer ball, hackey sack, volleyball or any other similar ball or object into any common area of the rink for any purpose whatsoever, including team stretches, warm-ups, off-ice sessions and plyometrics.
- h. Licensor reserves the right to eject any individual or group for using hockey sticks to shoot, dribble, puck handle, or play games in any area of the facility whatsoever, other than the ice surface itself.

# 6. Duties of Licensee.

- a. Licensee shall provide for the supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the rules and regulations set forth in "Exhibit B" attached hereto, and all other and further rules and regulations posted in the Arena. Licensee shall execute the Locker Room Contract attached hereto as part of "Exhibit B." Licensee shall transmit all executed Locker Room Contracts to licensor within a reasonable time after they have been executed.
- b. Licensee shall provide for qualified and trained adult supervision at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.

- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee.
- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising during the term of this License.
- g. Licensee shall address all concerns as they relate to the condition of the ice with the manager on duty and not with the driver of the ice resurfacing machine.
- h. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for Licensee's activities.
- i. Licensee shall clear ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open. Licensee acknowledges that Licensor and its operators require a minimum of ten full minutes to safely and effectively resurface the ice to the highest possible standards. Violation of this ten minute stipulation shall result in actions outlined in paragraph 6, section (f).
- j. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
  - □ USA Hockey
  - □ Amateur Hockey Association of Illinois
- k. Licensee shall notify Licensee of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee 30 days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
- 1. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to licensor within a reasonable time after they have been executed.
- m. Licensee shall hire, compensate, and be responsible for the certification and screening of all of Licensee's bench and other coaches. Licensee shall have the sole power, duty, and authority to hire and terminate such coaches.
- n. Licensee shall notify its members that food and beverage consumption at the Edge shall be limited to the purchase of such food and beverage as is available from the food/beverage company which provides concessions and catering under contract with Licensor.

### 7. Duties of Licensor.

- a. Licensor shall provide the ice rink, two team locker rooms, a maximum of 4 nets and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit C."
- b. Licensor shall provide one ice resurfacing per hour specific to the ice times listed in "Exhibit C." Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensor shall be responsible for advance preparation of the ice surface, placement of all nets and boards, maintenance of lighting and ice surfaces, heating, and cleaning of locker rooms.

- d. Licensor shall provide Licensee with access to certain common areas of the Arena and Redmond Park facilities, as schedule allows.
- 8. Assumption of Risk. Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to use of the Arena. These risks include, but are not limited to, the danger of being injured by or on ice surfaces, pucks, hockey sticks, skate blades, hockey players, skaters, coaches, training apparatus, nets or any other element incidental to the operation of the Arena.

### 9. Insurance.

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
  - i. <u>Personal injury/death</u>: one million dollars per occurrence; and
  - ii. <u>Property damage liability</u>: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

# 10. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 10(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

# 11. Termination.

- a. Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.
- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee ten (10) days written notice of Licensor's intent to terminate this License.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.

### 12. Excuse of Performance.

a. Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any casualty, event, happening, or thing beyond the reasonable control of either party, including, but not limited to, mechanical breakdown

of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.

b. Such excuse of performance shall continue until such time as said casualty, event, happening, or thing is remedied.

### 13. Arena

- a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.
- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in is full compliance with this License.
- d. If a mechanical failure shall occur at the Edge which would affect the quality of the ice, or the ability of the Village to allow use of the Edge in any way, the Licensee shall be relieved of paying any sum for use of the Edge otherwise due and owing under this License, until such time as the use of the Edge can resume. If monies have been paid for ice time not eligible for use as a result of a failure of the Licensor to provide such use, those sums shall be credited to the Licensee.

### 14. Miscellaneous

- a. No assignment. This License may not be assigned by Licensee without Licensor's prior written consent.
- b. Amendments. No amendments or other revisions of this License shall be valid unless made in writing by the Licensee and the Licensor.
- c. Entire License. This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- d. Severability. The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and this License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. Headings and Captions. The headings and captions continued in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- f. Governing law. Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- g. Waiver. No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- h. **Counterparts**. This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

#### 15. Notice

a. All notices required by this License shall be provided to the following individuals by first-class U.S. Mail, postage pre-paid, together with a copies by either facsimile or e-mail in .pdf file format as follows:

i. For Licensor:

Village of Bensenville Attn: Village Manager 12 South Center Street Bensenville, Illinois 60106 esummers@bensenville.il.us

and

Mary E. Dickson Bond, Dickson, & Conway 400 S. Knoll Street Unit C Wheaton, IL 60187 marydickson@bond-dickson.com

ii. For Licensee:

Chicago Mission AAA Hockey Club Attn: Andrea Hahn 6690 South Route 53 Woodridge, IL 60157 danandandreahahn@aol.com

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

VILLAGE OF BENSENVILLE

Village Manager

CHICAGO MISSION AAA HOCKEY CLUB

By:

Secretary Its Attest:

ESIDENT

Attest:

By:

Village Clerk

# EXHIBIT A

### WAIVER AND RELEASE OF LIABILITY AGREEMENT

**I.** Assumption of risk. I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the CHICAGO MISSION AAA HOCKEY CLUB, an Illinois not-for-profit Corporation. I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.

**II. Release and waiver of claims agreement.** In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of the CHICAGO MISSION AAA HOCKEY CLUB, at the Arena. Further, I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and CHICAGO MISSION AAA HOCKEY CLUB, due to whatever cause whatsoever, including negligence or breach of contract on the part of the VILLAGE OF BENSENVILLE.

**III.** Binding effect of this agreement. In the event of my death or incapacity, this agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.

IV. Entire agreement. This agreement contains all the terms and conditions of my waiver and release of liability.

### I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.

signature of participant

signature of parent or guardian if participant is a minor

date

### EXHIBIT B

### THE EDGE ICE ARENA LOCKER ROOM SIGN OUT SHEET

LOCKER ROOM \_\_\_\_\_ RINK\_\_\_\_

### ATTENTION ALL TEAMS REPRESENTATIVES

All information requested below is required to check out keys.

Refusal to supply required information will result in this facility denying issuance of locker room to your team.

\*\* Please note existing damage will be listed on the back side of the this form along with a list of damage charges\*\*

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced.

- ♦ No food or sports drinks allowed in the lockers rooms **WATER ONLY IS ALLOWED**.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas, and particularly the locker room and hallways.
- Chewing tobacco is not allowed in the arena- Violation will result in immediate ejection from the facility.
- All trash must be picked up in the locker room before this form is deemed ACCEPTABLE.
- MUST BE 18 or older and present a valid driver's license to obtain a locker room key.
- Players and/ or team that bang sticks on the all and floors and walls as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM THE TEAM MEMBERS.

I agree to accept full responsibility for the cleanliness and the damages that may occur during the listed teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy and after all players have completed use of the locker room. The locker room must be clean and free from any acts of vandalism upon inspection.

Date:	Ice Time:	Team:	Organization:
Printed Name:		Signature:	Phone Number ( )
Employee Use only:	Issued By:	Inspected By:	ACCEPTABLE OR NOT ACCEPTABLE
Date:	Ice Time:	Team:	Organization:
Printed Name:		Signature:	Phone Number ( )
Employee Use only:	Issued By:	Inspected By:	ACCEPTABLE OR NOT ACCEPTABLE-
Date:	Ice Time:	Team:	Organization:
Printed Name:		Signature:	Phone Number ( )
Employee Use only:	Issued By:	Inspected By:	ACCEPTABLE OR NOT ACCEPTABLE
Date:	ice Time:	Team:	Organization:

# EXISTING DAMAGES AND PRICE LIST FOR NEW DAMAGES

Your team will be held liable for all damages to locker rooms that occurred in the contracted time frame. The following list outlines the replacement cost that your team will be charged for any and all new damages. \* PRICE LIST DOES NOT REFLECT LABOR COSTS AND ARE SUBJECT TO CHANGE. On the left side of the sheet you will notice a check list notating existing damages to the locker room.

EXISTING DAMAGE	DAMAGES	PRICE	<u>LIST *</u>
	Paint touch up	\$	60.00
	Damaged Bench	\$	200.00
	Keys	\$	5.00
	Locks	\$	80.00
	Showerhead	\$	50.00
	Outlet	\$	30.00
	Outlet Cover	\$	10.00
•	Light Cover	\$	100.00
	Light Fixture	\$	100.00
	Light Sensor Switch	\$	100.00
	Thermostat	\$	500.00
	Toilet	\$	500.00
	Sink	\$	400.00
	Toilet Partition	\$	500.00
	Shower Partition	\$	500.00
	Emergency Lights	\$	500.00
	Coat Hooks	\$	250.00
	Damaged Ceilings	\$	1,000.00
	Damaged Doors	\$	1,000.00
	Room Deodorizer	\$	100.00

# EXHIBIT B-1

# **ADDITIONAL LOCKER ROOM AND ARENA RULES AND REGULATIONS**

- 1. Skates must be kept on the rubber floor only and not on or around the bleachers.
- 2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
- 3. Players must be fully clothed when outside of the locker room.
- 4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
- 5. No pets allowed in rink.
- 6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
- 7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
- 8. Users do not have access to the office or any office equipment within it.
- 9. For the protection of all customers, all video and audio electronic recording devices are prohibited from all locker rooms within the facility.
- 10. Alcohol and tobacco is strictly prohibited from all locations within the facility, specifically including locker rooms.

# Exhibit B - 2 Other facility rental fees and responsibilities

The Edge Ice Arenas has a number of different facilities available for rent in addition to just ice rental. Listed below are other areas of the facility that can be rented out as a means to enhance your program content. Please understand that there is a deposit and a rental fee charged with each one of these facilities. A post usage inspection must be approved by rink management prior to return of the customer's damage deposit. Food and drink are not allowed in any of the facilities. Please place a check mark in the box of the facility required.

		Please check if
Rental Facility	Cost	<u>required</u>
AHAI Meeting Rooms		
Maximum occupancy of 30 people per room	\$150/day/room	
West Rink Party Room		
Maximum occupancy of 15 people per room	\$50/day	
Blue Line Club Bar		_
Maximum occupancy of 20 people per room	\$100/day	
John Street Ballet Room		
Maximum occupancy of 20 people per room	\$50/day	
Skybox		
Each skybox offers a private suite overlooking the Edge West Ice Arena.	\$100/suite	
Maximum occupancy is 10 people per suite.		
Food/Beverage		
The Edge Ice Arenas has leased out exclusive licensing rights for all food and vending	Yes	
privileges. Please do not bring in food from outside sources. Please indicate	No	
YES or NO if you will be requiring food and beverage services while at the Edge.		
Vendor Space		
Each vendor space will include one table and two chairs.	\$100/upper level space	
There are two vendors spaces available on lower level and	\$150/lower level space	
numerous spaces available on the 2nd level mezzanine.		
Internet Needs		
Do you need a hotspot for dedicated a wireless signal		
Electrical Requirements		
Please specify all electrical requirements.		
Microphone		<u> </u>
Please specify if you will require the use of a microphone.		
Check In Tables		
Please specify the number of tables required and location desired.		

#### EXHIBIT C

#### **ICE TIME/SCHEDULE**

#### A. Regular Ice Slots

In each Annual Operating Year, Licensee shall be responsible for purchasing certain specified ice slots from Licensor. In each Annual Operating Year, from August 15<sup>th</sup> through and including the final date of February, identifying certain preempted slots which may include the following:

- The Great Lakes Figure Skating Invitational (One of the first two weekends in September)
- The 4<sup>th</sup> weekend in September
- The World Hockey Invite
- The ACHA Showcase
- Thanksgiving Day and the three days following
- December 24 January 1
- MLK weekend
- The first weekend in February
- President's Day weekend

Licensee herby agrees to purchase from the ice arena the general hours set forth in the following schedule and the exact hours set forth in the detailed schedule released by July 15.

<u>Monday</u> 6:40 – 7:50 pm John Street 8:00 – 9:10 pm John Street

<u>Tuesday</u> 7:50 – 9:00 pm John Street 9:10 – 10:20 pm John Street

Wednesday 6:40 – 7:50 pm John Street 8:00 – 9:10 pm John Street

<u>Thursday</u> 7:30 – 8:45 pm John Street 8:55 – 10:10 pm John Street

<u>Saturday</u> 4:10 – 6:10 pm John Street 6:20 – 8:20 pm John Street

<u>Sunday</u> 9:10 – 10:30 am John Street 10:40 am – 12:00 pm John Street

#### B. Spring Ice Slots

In each Annual Operating Year, from the period beginning the second week of April through and including the end of the second week in June, Licensee agrees to purchase from the ice arena the hours set forth in the following schedule.

**Tuesday** 

6:10 – 7:10 pm John Street 7:20 – 8:20 pm John Street 7:20 – 8:20 pm Jefferson East 8:30 – 9:30 pm Jefferson East

<u>Thursday</u> 6:10 - 7:10 pm John Street7:20 - 8:20 pm John Street7:20 - 8:20 pm Jefferson East8:30 - 9:30 pm Jefferson East

Sunday

6:10 – 7:20 pm Jefferson East 7:30 – 8:40 pm Jefferson East

C. Summer Ice Slots

In each Annual Operating Year, Licensee agrees to purchase from the ice arena all hours specified as Girls tryouts as advertised on club website and approved as specified on the AHAI tier 1 tryout grid.

Tier 1 - National Rankings Comparison for	the 4 Chicago	land Clubs		
Boys Teams	<u>CYA</u>	Mission	<u><u>TI</u></u>	Fury
16U	50	1	31	70
13U	12	1	27	23
14U	29	2	35	25
12U	7	4	5	19
18U	68	7	66	43
11U	13	8	14	24
15U	24	10	51	28
Girls Teams	СҮА	Mission	<u></u>	Fury
 19U	11	3	49	32
16U	12	3	27	47
14U	6	4	13	41
100	1	9	31	33
Boys Average National Ranking	29.00	4.71	32.71	33.14
Girls Average National Ranking	7.50	4.75	30.00	38.25
Combined Average National Ranking	21.18	4.73	31.73	35.00
Overall Club Ranking				
Mission	4.73			
СҮА	21.18			
Team Illinois	31.73			
Fury	35.00			

TYPE: Resolution

#### SUBMITTED BY: Todd Finner

# **DEPARTMENT:**

DATE: February 28, 2017

Recreation and Community Events

**DESCRIPTION:** 

Resolution Authorizing an Ice Arena License and Facility Use Agreement with the Chiefs Hockey Club

# SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
REC - APPROVED (6-0)	February 21, 2017

# **BACKGROUND:**

The Chiefs Hockey Club has expressed an interest in contracting ice time at the Edge Ice Arena. The Chiefs is a community based recreational level youth hockey club. They are a not-for-profit organization with the primary purpose of enriching the lives of member families through youth ice hockey. The Chiefs offer balanced, equal playing time to skaters of various talents, at each level, and on every team. Volunteer coaches are parents and community members who strive to balance quality goal-oriented instruction and fun, keeping in mind that a wellrounded childhood includes more than just hockey. The Chiefs Hockey Club is a hockey community where the love for the game is experienced across players and families.

The Chiefs hockey club has skated at the Edge for the majority of the past 16 hockey seasons.

# **KEY ISSUES:**

The Resolution presented approves an Ice License and Facility Use Agreement with the Chiefs Hockey Club. This would be a 7 year agreement and will cover any and all of their ice times reserved at the Edge.

# ALTERNATIVES:

- The Resolution requires approval by the Village Board. Should the Board not approve the Resolution, the Chiefs Hockey Club would not be entitled to use the Arenas under the terms of the proposed Ice Arena and Facility Usage License agreement with the Chiefs Hockey Club.
- Recruit another tenant.
- Discretion of the Board.

# **RECOMMENDATION:**

Staff recommends approval of the Resolution.

# **BUDGET IMPACT:**

This Agreement will provide the Village revenue in the form of license fees and amusement tax. Total resulting revenues are projected to start in year one at \$344,226.00 annually and increase by 3% every year thereafter. These revenues are reflected in the 2017 annual budget.

# **ACTION REQUIRED:**

Approval of a Resolution Authorizing an Ice License and Facility Use Agreement with the Chiefs Hockey Club.

# ATTACHMENTS:

Description Resolution Agreement <u>Upload Date</u> 2/14/2017

2/14/2017

**Type** Resolution Letter Exhibit

#### **RESOLUTION NO.**

# <u>A RESOLUTION APPROVING AN ICE ARENA AND FACILITY USAGE LICENSE</u> <u>AGREEMENT WITH THE CHIEFS HOCKEY CLUB</u>

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

**WHEREAS**, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

WHEREAS, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the "ARENA"); and

WHEREAS, the VILLAGE has determined that it is necessary and desirable to license ice time and use of the ARENA for the purposes of generating revenue to fund the costs of maintenance, operation and management of the ARENA; and

WHEREAS, an organization known as the Chiefs Hockey Club, an Illinois Corporation, currently has a license with the VILLAGE for ice time and use of the ARENA pursuant to the terms and conditions as expressed in a certain Ice Arena and Facility Usage License Agreement; and

WHEREAS, the Chiefs Hockey Club has expressed a desire to renew the Ice Arena and Facility Usage License Agreement for the use of the ARENA in accordance with the terms and conditions as expressed in the subsequent Ice Arena and Facility Usage License Agreement (hereinafter the "AGREEMENT") attached hereto and incorporated by reference herein as Exhibit "A"; and

**WHEREAS**, the Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to approve the AGREEMENT with the Chiefs Hockey Club.

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

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

**SECTION TWO:** The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Use Agreement attached hereto and incorporated herein by reference as Exhibit "A."

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

PASSED AND APPROVED by the Board of Trustees of the Village of Bensenville, Illinois this 28<sup>th</sup> day of February 2017.

# APPROVED:

Evan Summers, Village Manager

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent:\_\_\_\_\_

## ICE ARENA AND FACILITY USAGE LICENSE

This Ice Arena and Facility Usage Non-Exclusive License (hereinafter "License") is made and entered into as of this 28th day of February, 2017, by and between the VILLAGE OF BENSENVILLE ("Licensor," "Village") and <u>The Chiefs Hockey Club</u>, an Illinois not-for-profit corporation, ("Licensee") (Licensee and Licensor collectively referred to as the "Parties") for the purposes of licensing use of the VILLAGE OF BENSENVILLE-EDGE ICE ARENAS ("Arena").

# I. RECITALS

- 1. Licensor is an Illinois municipality organized and existing by virtue of the laws of the State of Illinois and the Illinois Constitution of 1970.
- 2. Pursuant to the authority granted to Licensor by the of the laws of the State of Illinois and the Illinois Constitution of 1970, Licensor owns and operates two ice rinks, one located at 545 John Street, Bensenville, Illinois ("Edge on John Street") and the other at 735 East Jefferson Street, Bensenville, Illinois ("Edge on Jefferson Street"). (For the general purposes of this License, Edge on John Street and Edge on Jefferson Street shall be referred to collectively as the "Arena," unless referenced otherwise.)
- **3.** Licensor intends to license ice time and use of Arena facilities for the purposes of generating revenue to fund the costs of maintenance, operation, and management of the Arena.
- 4. Moreover, Licensor intends to license ice time and use of Arena facilities as provided herein to Licensee and has relied upon Licensee's undertakings in this License as an inducement to make the commitments outlined in this License.
- 5. Licensee intends to use all ice time and the Arena and its facilities, as provided herein.
- **6.** Licensee recognizes that Licensor is an Illinois municipal corporation and is, therefore, subject to the limitations of the laws of the State of Illinois and the Illinois Constitution of 1970.
- 7. Licensee further recognizes that Arena and its facilities are public in nature.
- **8.** Licensee recognizes that Licensor has executed, and is therefore bound by, License agreements with other parties, which may limit Licensor's ability to reschedule ice time.
- **9.** Licensor and Licensee recognize that this License is for the benefit of Licensee, its members, employees, agents, coaches, players, invitees, and spectators, subject to conditions and restriction imposed on the Arena as public property and the Licensor as a municipal corporation.

NOW, THEREFORE, in consideration of the recitals, representations, and mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

# **II. LICENSE**

#### 1. Term.

The Term of this License shall commence on <u>September 1, 2017</u> and shall continue for a period of seven (7) years (the "Term") until <u>August 31, 2024</u>. Thereafter, the License will automatically renew for successive twelve (12)-month periods, unless either Party provides written notice of termination. Such notice must be provided not less than one hundred twenty days (120) days before the expiration

date of the initial term or the then current renewal term. The Licensee shall pay for ice time at the hourly rate that is in place at the time of any such renewal for the duration of the renewal term.

# 2. Usage.

- a. **Ice Time**. During the Term, Licensee shall purchase from Licensor pursuant to the schedule set forth in "Exhibit D" to this agreement. Licensee shall notify Licensor of a request for increased annual ice time prior to July 1<sup>st</sup> of each year of this Agreement.
- b. **Exchange of Ice Time**. Licensee may exchange the ice time specifically listed in "Exhibit C" for other available unused ice time. Such exchanges will be reasonably granted, to the extent possible, subject to the approval of the Licensor, at Licensor's sole discretion. All exchanges must be approved verbally, or in writing, by the Licensor's Director of Recreation and Community Programming or designee, forty-eight (48) hours prior to the earlier of ice times.
- c. Preempted Ice. Licensor reserves the right, within not less than thirty (30) days prior to scheduled ice time, and upon verbal or written notice, to preempt Licensee's use of the Arena up to three (3) times per year, in addition to the following Preempted ice times ("Preempted Ice"): Preempted Ice includes ice used for certain periodic tournaments, including, but not limited to: Greater Chicago Fall Invitational, Nike Bauer, Robert Morris University ACHA Showcase, Martin Luther King Day, President's Day, Blackhawk Cup and ACHA National tournaments. All scheduled ice time set forth in "Exhibit C" lost to Preempted Ice shall reduce the Annual Minimum Purchase Requirement by an equal amount, if said ice time cannot be exchanged.

# 3. Scope

- a. This License authorizes Licensee to use the ice surface, common locker rooms, spectator stands, public areas of the Arena, other Redmond Park Facilities, s and all means of public ingress and egress.
- b. This License also authorizes Licensee to use parking areas and other areas of the Arena otherwise available to the skating public.
- c. This License and the usages provided for herein applies only during the ice time set forth in "Exhibit D," or otherwise exchanged pursuant to paragraph 2(c), herein.
- d. This License applies only to Licensee and its employees, agents, members and invitees (spectators).
- e. This License shall not be construed to grant any interest in realty or any other possessory interest in the Arena, or any part thereof, to Licensee.
- f. This License requires Licensor to provide a location at Jefferson Street to store an equipment storage lock-box, a dedicated and unobstructed space (East balcony North wall) for Licensee championship banners and trophy case, to leave existing foam dividers at Jefferson West, East and John Street, a single "stands facing" dasher board space for a Chiefs Hockey Club logo to be displayed at each of the three rinks of the Arena (free of charge), for Licensee provided logo, full sized center-ice logo at John Street (\$1,000), neutral zone logos at Jefferson East and Jefferson West (\$500 each) and right (free of charge and at no rental) to affix a Licensee logo sign on the Jefferson facility façade provided that the Chiefs Hockey Club bears the cost of all repair and maintenance cost associated with the sign.

# 4. Payment

- a. Licensor shall invoice Licensee for all charges due and owing the following month. All invoiced amounts shall become due and owing of the first day of the month following the invoice date.
- b. The invoiced amount shall be based upon the following hourly rate of \$400.00 per hour for all Fall, Winter and Spring season ice times and \$225.00 per hour for all Summer season ice time, which is defined as all ice times between May 31 and September 1, for the first year of the term. Thereafter, the hourly rate shall increase by three percent (3%) for each subsequent year of the License.
- c. A late fee of five percent (5%) per month will be charged if payment is received more than fifteen days after the due date specified in subparagraph (4.)(a.), above. The Licensor shall charge Fifty Dollars (\$50.00) in addition to the face amount of a check returned for non-sufficient funds or one which must be resubmitted for payment regardless of reason or fault. All unpaid sums resulting from a check unpaid for any reason shall immediately become subject to the five (5%) percent monthlylate fee in addition to any other fees and charges provided for herein.
- d. The Licensee is also subject to the Licensor's Amusement Tax, and any amendment thereto. The amusement tax is currently five percent (5%) at the signing of this License. Invoices tendered to Licensee shall include the Amusement Tax as a required payment. Licensee shall not be responsible for any Amusment Tax increase above 5% during the Term.
- e. Upon Licensee's failure to pay any sums due hereunder, Licensor reserves the right to sell Licensee's remaining ice time, in whole or in part, upon notification and expiration of a fourteen (14)-day cure period. Nothwithstanding this right, Licensee shall remain liable for payment for any ice times that cannot be sold and for margins on any ice times sold at a reduced price.
- f. If the Licensee fails to pay any sums within thirty (30) days of the unpaid invoice(s) due date, Licensor hereby reserves the right to cancel any future commitments made by Licensor to Licensee pursuant to this, or any other License agreement, and to cancel said License, at Lessor's sole option.
- g. Upon Licensee's failure to pay any sums due hereunder, Licensor also reserves the right to prohibit Licensee from taking the ice, without notice, until any past due debts have been satisified.

# 5. Taxes.

- a. Licensee hereby agrees to pay any and all due and owing taxes, which may be assessed on Licensee's activities at the Arena, within fifteen (15) business days of receipt of said notice of a tax obligation.
- b. Specifically, Licensee shall collect, serve as agent and trustee for, and pay to the Licensor, the amusement tax pursuant to the terms of Bensenville Village Ordinance Section 3-19-1 *et seq.* In addition to the remedies provided for in Section 3-19-6, Licensor shall have the rememdies set forth in part II, paragraph 4, subparagraphs c., d., and e. of this License.

# 6. Reservation of Rights.

- a. Licensor hereby reserves all rights and privileges not expressly granted to Licensee. The nature, duration, and scope of Licensee's use of Arena, including all facilities located therein, is hereby limited to the express terms of this License.
- b. Licensor reserves the right to eject any person, including, but not limited to, Licensee's employees, agents, members, invitees, and spectators who cause a disturbance or refuse to comply with the reasonable direction of Licensor's agents.

# 7. Duties of Licensee.

- a. Licensee shall provide for the full and proper supervision of all of Licensee's activities at the Arena so as to comply with all Arena rules and regulations, including, but not limited to, the Arena rules set forth in "Exhibit B" and the Locker Room rules set forth in "Exhibit C", attached hereto and incorporated herein by reference as if fully set forth, and all other and further rules and regulations posted in the Arena. Licensee agrees to pay to the Licensor the replacement costs itemized in Exhibit "C" for the damages listed caused by it or its employees, agents, members, invitees and spectators.
- b. Licensee shall provide for qualified and trained adult supervision at all times and in all areas utilized by Licensee, its employees, agents, members, invitees and spectators.
- c. Licensee shall not use, or permit the use of, the Arena, for any unlawful or disorderly purpose. Further, Licensee shall provide for crowd control at all games and events sponsored or held by Licensee by trained and qualified personnel.
- d. Licensee shall maintain the Arena in the same condition as received.
- e. Licensee shall be charged with repairing damage caused to the Arena and/or equipment by the negligence and/or abuse of Licensee, its employees, agents, members, invitees and spectators. The amount of said charges shall be equal to the amount of materials and labor required to repair the equipment or premises to the sole satisfaction of the Licensor.
- f. Licensee shall notify Licensor of any adverse condition(s) arising while Licensee is using the Arena.
- g. The Licensee shall be responsible for providing referees, officials, and any other personnel necessary for the proper conduct of the Licensee's activities.
- h. Licensee's players, hockey directors and bench coaches shall vacate ice surfaces promptly after the end of each ice time session and at each resurfacing. Licensee shall be responsible for ensuring that none of Licensee's employees, agents, members or invitees (spectators), enter or step upon the ice surface while the resurfacing doors are open.
- i. Licensee shall be a member in good standing, register all players and teams, and abide by the current rules and regulations of:
  - $\Box$  USA Hockey
  - □ Amateur Hockey Association of Illinois
- j. Licensee shall notify Licensor of any material breach of this License, including, but not limited to, failure to register all players and teams, and abide by the current rules and regulations as set forth in paragraph i. Licensor shall grant Licensee thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensee to remedy any such breach shall result in termination of this License at Licensor's option.
- k. Licensee shall execute the written release and waiver of liability attached hereto as "Exhibit A." Licensee shall transmit all executed written releases and waivers to Licensor within a reasonable time after they have been executed.

- 1. Licensee shall hire, compensate, and be responsible for the certification and screening of all of Licensee's bench and other coaches. Licensee shall have the sole power, duty, and authority to hire and terminate such coaches.
- m. Licensee shall notify its members that food and beverage consumption at the Edge shall be limited to the purchase of such food and beverage as is available from the food/beverage company which provides concessions and catering under contract with the Licensor.

# 8. Duties of Licensor.

- a. Licensor shall provide the ice rink, team rooms, and other facilities to the Licensee pursuant to the terms of this License, including, but not limited to, the ice times set forth in "Exhibit D".
- b. Licensor shall provide one (1) ice resurfacing prior to the ice times specified in "Exhibit D". Requests for additional resurfacing will be honored based upon the availability of staff and equipment.
- c. Licensor shall be responsible for advance preparation of the ice surface, maintenance and placement of all nets and boards, maintenance of lighting, maintenance of scoreboards and ice surfaces, two locker rooms per ice slot, heating, and ensuring cleanliness of locker rooms.
- d. Licensor shall notify Licensee of any material breach of this License. Leicensee shall grant Licensor thirty (30) days from date of notification to remedy any such breach as set forth herein. Failure of Licensor to remedy any such breach shall result in termination of this License at Licensee's option.

# 9. Assumption of Risk.

Licensee, Licensee's employees, agents, members and invitees (spectators), assume all risks and hazards incidental to Licensee's use of the Arena. These risks include, but are not limited to, to losses and the danger of being injured by or on ice surfaces, pucks, hockey sticks, hockey players, skaters, coaches, training apparatus, nets, attendees and spectators or any other element incidental to the operation of the Arena.

# **10. Inurance**

- a. Coverage. Licensee shall purchase and maintain public liability insurance during the full term of this License naming Licensor as an additional insured, for limits of liability of not less than:
  - i. <u>Personal injury/death</u>: one million dollars per occurrence; and
  - ii. <u>Property damage liability</u>: five hundred thousand dollars per occurrence.
- b. Licensee shall also maintain property damage coverage for all personal property of Licensee stored or otherwise kept at the Arena in an amount sufficient to cover the full replacement cost thereof.
- c. Waiver of Subrogation. Licensor and Licensee each hereby waive any and every claim for recovery from the other for any and all loss of, or damage to, the Arena or to the contents thereof, which loss or damages are covered by valid and collectible property casualty insurance policies, to the extent that such damage is recoverable under the terms of such policies. Inasmuch as this mutual waiver will preclude the assignment of any claim by subrogation (or otherwise) to an insurance company (or any other person), Licensor and Licensee each agree to give each insurance company which has issued, or in the future may

issue, to its policies of physical damage insurance, written notice of the terms of this mutual waiver, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waiver.

# 11. Waiver of Claims; Indemnification.

- a. Licensee shall indemnify, hold harmless, and defend the Licensor and its officers, employees, or agents from and against all liability (including costs and attorneys' fees), claims, demands, and causes of actions arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from, or arising out, this license, to the fullest extent authorized by law.
- b. The indemnification provided for in Section 11(a) hereof shall expressly extend to, but shall not be limited to, any injuries sustained by Licensor and its managers, officers, agents, servants, and employees.

# 12. Termination.

- a. Subject to the conditions set forth in Article (4), above, Licensor reserves the right to terminate this License for failure to pay any and all fees as provided herein.
- b. Licensor reserves the right to terminate this License for failure to comply with any other provision of this License, or violation of law by Licensee or its employees, agents or members while at the Arena.
- c. Licensor shall give Licensee sixty (60) days written notice of Licensor's intent to terminate this License. In the case of financial non-performance, Licensor has the right to give Licensee ten (10) days written notice.
- d. Termination of this License shall not terminate any liability arising out of conduct prior to the actual date of termination, nor limit any recovery of damages resulting from such termination.
- e. Termination by the Licensor shall not preclude its pursuit of any other remedy or damages it may have for Licensee's breach of this License.

# 13. Excuse of Performance.

- **a.** Licensor and Licensee shall be excused from performance of the obligations of this License if said performance is impossible or impracticable as a result of any acts of God, *force majeure*, or casualty, event, happening, or thing beyond the reasonable control of either Party, including, but not limited to, mechanical breakdown of refrigeration systems or resurfacing equipment. However, Licensee shall not be excused from performance by inclement weather conditions.
- b. Such excuse of performance shall continue until such time as said acts of God, *force majeure*, casualty, event, happening, or thing is past and/or the injury or loss from it sufficiently restored or remedied to permit resumption of the activities under this License.

# 14. Arena.

a. Licensor reserves the right to close or evacuate the Arena at any time for any reason, including but not limited to: any act of God, strike, labor dispute, fire, war, civil disturbance, explosion, pestilence, breakage or accident to machinery or water utility appurtenances, quarantine, epidemic, flood, weather disturbance, any act or interference of any governmental authority or agency, or by any similar cause reasonably beyond the control of the Licensor.

- b. Licensee shall not be charged for any time that the Arena is closed or evacuated. Payment schedules shall be adjusted or compensatory ice time shall be arranged, accordingly.
- c. Licensor reserves ultimate control and dominion over all areas of the Arena and reserves the right to inspect all facilities being used by Licensee to ensure Licensee in is full compliance with this License.
- d. If a mechanical failure shall occur at the Edge which would affect the quality of the ice, or the ability of the Village to allow use of the Edge in any way, the Licensee shall be relieved of paying any sum for use of the Edge otherwise due and owing under this License, until such time as the use of the Edge can resume. If monies have been paid for ice time not eligible for use as a result of a failure of the Licensor to provide such use, those sums shall be credited to the Licensee.

# 15. Miscellaneous.

- **a.** Assignment. This License may not be assigned by Licensee without Licensor's prior written consent.
- **b. Amendments**. No amendments or other revisions of this License shall be valid unless made in writing agreed to by the Licensee and the Licensor.
- **c.** Entire License. This License, including all exhibits attached hereto, represents the entire understanding for the use of the Arena between the parties. There are no other or additional agreements between the parties that modify the terms of this License.
- **d.** Severability. The invalidity or unenforceability of any particular provision of this License shall not affect the other provision and the License shall then be construed in all respects as if such invalid or unenforceable provision(s) was omitted.
- e. Headings and Captions. The headings and captions continued in this License have been inserted merely as a matter of convenience and/or reference, and are not intended to define, limit, or describe the scope or intent of any provision of this License.
- **f. Governing law**. Interpretation of this License shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this License shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.
- **g.** Waiver. No waiver of a breach of any provision of this License by any party shall be effective unless made expressly in writing. No such waiver shall constitute or be construed as a waiver by such party of any future breach or any other provision of this License.
- **h.** Counterparts. This License may be executed and delivered in two or more counterparts, each of which shall be an original document and all of which shall constitute a single binding License.

#### 16. Notice.

a. All notices required by this License shall be provided to the following individuals by firstclass U.S. Mail, postage pre-paid, together with a copies by either facsimile or e-mail as follows:

> i. For Licensor: Village of Bensenville

Attn: Village Manager 12 South Center Street Bensenville, Illinois 60106 esummers@bensenville.il.us

and

Mary E. Dickson Bond, Dickson, & Conway 400 S. Knoll Street Unit C Wheaton, IL 60187 (630) 681 – 1020 (Fax) marydickson@bond-dickson.com

ii. For Licensee:
President
Chiefs Hockey Club
P.O. Box 1292
Elmhurst, IL 60126
President: president@chiefshockeyclub.org
Secretary: secretary@chiefshockeyclub.org

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written.

VILLAGE OF BENSENVILLE

By:

Village Manager

#### CHIEFS HOCKEY CLUB

By:

Ken Haller

Its **President** 

Attest:

Village Clerk

Attes Hyffman Secretary

# EXHIBIT A <u>WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK & INDEMNITY</u> <u>AGREEMENT ("AGREEMENT")</u>

- I. Assumption of Risk. I acknowledge that ice skating, or any activities related to ice skating, involve certain risks, dangers and hazards that can result in serious personal injury or death. I also acknowledge that ice skating arenas contain potential dangers. Accordingly, I hereby freely agree and accept any and all known and unknown risks of injury while participating in ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the CHIEFS HOCKEY CLUB, an Illinois not-for-profit corporation (" hereafter referred to as the "Licensee"). I further recognize and acknowledge that the risks involved in ice skating, or any activities related to ice skating, can be reduced by, among other things: taking skating lessons, abiding by the rules and regulations of the Arena, and using common sense and care.
- II. Release and waiver of claims agreement. In consideration of allowing me to participate in ice skating, or any activities related to ice skating, at the Arena, I hereby agree to waive any and all claims that I have or may have in the future against the VILLAGE OF BENSENVILLE resulting from my participation in the activities of the Licensee at the Arena. Further, I hereby release the VILLAGE OF BENSENVILLE from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin or heirs might suffer, as a result of my participation in the ice skating and related activities arising out of the License executed between the VILLAGE OF BENSENVILLE and the Licensee due to whatever cause whatsoever, including negligence or breach of contract on the part of the VILLAGE OF BENSENVILLE.
- **III. Binding effect of this Agreement**. In the event of my death or incapacity, this Agreement shall be binding upon my heirs, next of kin, executors, assigns, and representatives.
- **IV.** Entire agreement. This Agreement contains all the terms and conditions of my waiver and release of liability.

# I HAVE READ AND UNDERSTAND THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE THE VILLAGE OF BENSENVILLE.

Signature of participant

Signature of parent or guardian of participant if participant is under eighteen (18) years of age.

Date

# **EXHIBIT B - ARENA RULES AND REGULATIONS**

- 1. Skates must be kept on the rubber floor only and not on or around the bleachers.
- 2. Playing hockey is restricted to the ice only. No sticks with pucks, balls, or any other objects will be permitted in the public areas of the rink. This equipment will be confiscated by rink staff if this policy is not adhered to.
- 3. Players must be fully clothed when outside of the locker room.
- 4. Roller blades, roller shoes, bicycles, scooters, and skateboards are not permitted in the rink.
- 5. No pets allowed in rink.
- 6. The ice re-surfacer (Zamboni) will not start until all players are off of the ice and doors are closed.
- 7. User will be billed for every minute that they remain on the ice beyond the scheduled end of their slot. E.g. If a practice or game is scheduled from 5:30 pm 6:30 pm that means the user should be off of the ice at 6:30 pm. This does not mean that it is time to start conditioning while the assistant coach picks up the pucks. The rink will notify the club of the extra charges and who was on the ice. Our goal is to provide a safe environment and we feel that having to resurface the ice in any time less than ten minutes is unsafe.
- 8. Users do not have access to the office or any office equipment within it.

# **Exhibit C - Edge Ice Arenas Locker Room Contract**

In an effort to provide a first class facility and protect this facility against common vandalism and disrespect that occurs in most hockey locker rooms and surrounding areas, the following guidelines have been established and will be strictly enforced:

- No food, sport drinks or alcoholic beverages allowed in locker rooms WATER ONLY is allowed.
- Floor hockey is strictly prohibited in all areas of the Edge Ice Arenas and particularly locker rooms and adjacent hallways.
- Ensure all the doors in this room are properly secured before exiting. The Village of Bensenville is not responsible for lost or stolen items.
- For the protection of our customers any unauthorized use of photographic or recording equipment of any type in the change rooms, bathrooms and shower area is strictly prohibited.
- All tobacco use is prohibited in the facilities violation will result in immediate ejection of the user from the facility.
- ALL trash must be picked up in locker rooms before this form is deemed ACCEPTABLE.
- Please vacate the room within 30 minutes after ice rental has ended.
- Players and or teams that bang sticks on wall and floors as they enter or exit the locker room will be immediately ejected from the Edge Ice Arenas. PLEASE INFORM TEAM MEMBERS.

Date		Team and Association				
Rink (Circle One)	John Street	Jefferson East	Jefferson West	Locker Room #		
Time of day key is checked out						
Responsible party printed name						
NOTE EXISTING DAM	AGE					

I agree to accept full responsibility for cleanliness and damage that may occur during the above teams' usage of this locker room. I understand the locker room will be inspected by an Edge Ice Arena employee and myself before occupancy <u>and</u> after all players have completed use of the locker room. The room must be clean and free from any acts of vandalism upon inspection.

Responsible party signature						
Witness (Edge Staff)						
After use inspection (circle one)	Acceptable	Not Acceptable**				
**Reason for non-acceptance						
Employee name that inspected locker room and received key						
Time of day key returned						

(Please note price list on reverse side for cost of damages)

# Price List for Damages

Your team will be held liable for all damages to locker rooms that occurred in contracted time frame. The following list outlines the replacement cost that your team will be charged for any and all damage:

Damaged Bench	\$100.00 \$250.00 \$10.00
Locks	\$150.00 \$50.00
Outlet Cover	\$40.00 \$20.00
e	\$100.00 \$750.00
Sink	\$750.00 \$500.00
Shower Partition	\$1000.00 \$1000.00
Coat Hooks	\$750.00 \$250.00
Damaged Doors	\$1000.00 \$1000.00 \$150.00

# **EXHIBIT D - ICE TIME/SCHEDULE**

#### A. Regular Ice Slots

In each Annual Operating Year, from September 1<sup>st</sup> through and including the first Sunday in March, specifically excluding ice times allotted for special events such as the Greater Chicago Fall Invitational, Youth Hockey Tournments, the ACHA Showcase, the Blackhawk Cup State Championships, the ACHA National tournament, Thanksgiving Day and the three days following such day, December 24 - January 1 and the Honor Flight Chicago charity hockey game, Licensee hereby agrees to purchase from the ice arena the general hours set forth in the following schedule and the exact hours set forth in the attached detailed schedule given prior to each season.

#### Monday

5:20 – 6:20 pm John Street 5:00 – 6:30 pm Jefferson East 9:20 – 10:20 pm John Street

# Tuesday

5:10 – 6:20 pm Jefferson East 5:10 – 6:20 pm John Street 6:30 – 7:40 pm John Street

#### Wednesday

5:30 – 6:30 pm John Street 8:20 – 9:20 pm Jefferson West

#### **Thursday**

5:10 – 6:10 pm John Street 6:20 – 7:20 pm John Street 8:40 – 9:40 pm Jefferson East

#### <u>Friday</u>

5:10 - 6:10 pm Jefferson East 5:30 - 6:40 pm Jefferson West 6:20 - 7:20 pm Jefferson East 7:30 - 8:40 pm Jefferson East

#### Saturday

8:10 – 9:10 am Jefferson East 9:20 – 10:20 am Jefferson East 10:30 – 11:30 am Jefferson East 11:40 am – 12:40 pm Jefferson East 12:50 – 1:50 pm Jefferson East 11:00 am – 12:00 pm John Street 12:10 – 1:10 pm John Street 1:20 – 2:20 pm John Street

#### Sunday

8:00 - 9:00 am John Street 12:10 -1:10 pm John Street 1:00 - 2:00 pm Jefferson East 2:10 - 3:10 pm Jefferson East 3:20 - 4:20 pm Jefferson East 4:30 - 5:30 pm Jefferson East 5:40 - 6:50 pm Jefferson East 4:30 - 5:30 pm Jefferson West

# B. Spring Ice Slots

In each Annual Operating Year, from the period beginning April 1<sup>st</sup> through and including May 31<sup>th</sup>, Licensee hereby agrees to purchase from the ice arena the general hours set forth in the following schedule and the exact hours set forth in the attached detailed schedule given prior to each season.

#### Monday

 $\overline{5:40-6:40}$  pm Jefferson West

# Tuesday

5:00 – 6:00 pm John Street 5:00 – 6:00 pm Jefferson West 6:10 – 7:10 pm Jefferson West

# Wednesday

8:15-9:15 pm Jefferson East

# Thursday

5:20 - 6:20 pm Jefferson East

# <u>Friday</u>

5:30 - 6:30 pm Jefferson West 5:50 - 6:50 pm Jefferson East

# <u>Sunday</u>

1:30 - 2:30 pm Jefferson West 2:40 - 3:40 pm Jefferson West 3:50 - 4:50 pm Jefferson West 5:00 - 6:00 pm Jefferson West 1:40 - 2:40 pm Jefferson East 2:50 - 3:50 pm Jefferson East 4:00 - 5:00 pm Jefferson East TYPE:

# SUBMITTED BY:

Todd Finner

<u>Resolution</u>

DEPARTMENT: Recreation & Community Building DATE: February 28, 2017

#### **DESCRIPTION:**

Resolution Establishing a Special Exemption Rate for Sled Hockey Players and Volunteer Sled Hockey Coaches at the Edge Ice Arenas

#### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

COMMITTEE ACTION:			DATE:	
Х	Safe and Beautiful Village		Vibrant Major Corridors	
Х	Quality Customer Oriented Services		Major Business/Corporate Center	
	Financially Sound Village	Х	Enrich the lives of Residents	

REC - APPROVED (6-0)

February 21, 2017

#### BACKGROUND:

Sled hockey began in the early 1960's at a rehabilitation center in Sweden. It consists of a modified frame with two regular sized hockey skate blades fixed the bottom of the frame. Hockey sticks with metal picks on one end are used to propel the sleds. Checking and high speed slap shots are common features of today's game.

The game is played by a wide range of players with a variety of mobility limitations. These limitations include amputees, spinal cord injuries, spina bifida and anyone that has a permanent disability that limits participation in stand up hockey. In addition, with the exception of the highest level of competition, non-disabled players are encouraged to participate, both for enjoyment and to help provide more competition.

There are several Sled Hockey teams and organizations locally and throughout the country such as the Illinois Hornets Youth Sled Hockey Team, The RIC (Rehabilitation Institute of Chicago Blackhawks), the USA Warriors, the Blackhawks Warriors, USA National Sled Hockey Team, USA National Development Sled Hockey Team and the USA Paralympic Hockey Team.

Players from these teams have visited and played at the Edge Ice Arenas from time to time. One such person is Brody Roybal, a Northlake resident who at 15, trained on a daily basis with the goal to become the youngest member of the 2014 U.S.A. Paralympic team that won the Gold Medal in Sochi. Brody was born a congenital bilateral amputee, without a femur in either leg.

#### **KEY ISSUES:**

There are a number of different sled hockey teams and organizations dedicated to serve those with disabilities. The circumstances as a result of the disability, is inconsequential to the mission of each organization which is consistent to provide a program that instills hope, recreation, competition, health and wellness that is only possible through on and off-ice mentors and facilities that do not receive any compensation, stipend or other remuneration of their time.

The Village currently has time available at the Edge Ice Arenas to provide the opportunity for Sled Hockey players and volunteers to be involved with a program that provides health, wellness and hope to people with physical limitations through the sport of Sled Hockey.

# ALTERNATIVES:

The discretion of the Board.

#### **RECOMMENDATION:**

Staff recommends approval of the Resolution.

# **BUDGET IMPACT:**

Approving this Resolution will not have a budget impact on the Village. The Sled Hockey players will utilize the weekday morning drop-in hockey programming times. There will be no additional expense to the Village.

# **ACTION REQUIRED:**

Approval of a Resolution Establishing a Special Exemption Rate for Sled Hockey Players and Volunteer Sled Hockey Coaches at the Edge Ice Arenas.

#### ATTACHMENTS:

**Description** 

Resolution

Upload Date 2/15/2017 <u>Type</u> Cover Memo

#### RESOLUTION NO.

# <u>A RESOLUTION ESTABLISHING A SPECIAL EXEMPTION RATE FOR SLED</u> <u>HOCKEY PLAYERS AND VOLUNTEER COACHES</u>

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

**WHEREAS**, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

**WHEREAS**, the VILLAGE owns and operates ice rink facilities commonly known as The Edge on Jefferson Street and The Edge on John Street (collectively the "ARENA"); and

WHEREAS, the VILLAGE has determined that there is a need to promote growth and encourage recreation, health, wellness, hope and good sportsmanship for handicapped athletes through use of the ARENA; and

WHEREAS, a sport known as SLED HOCKEY, provides the opportunity for handicapped athletes to engage in recreation, health, wellness, hope and good sportsmanship; and

WHEREAS, the Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to establish a special exemption rate for Sled Hockey Players and Volunteer Sled Hockey coaches at the ARENA.

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

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

**SECTION TWO:** The Village Manager is hereby authorized and directed to execute

on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest thereto, the Ice Arena and Facility Use Agreement attached hereto and incorporated herein by reference as Exhibit "A."

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 28<sup>th</sup> day of February, 2017.

APPROVED:

Evan Summers, Village Manager

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

Ayes: \_\_\_\_\_

Nays:

Absent:

TYPE:

#### SUBMITTED BY: Todd Finner

<u>Resolution</u>

# DEPARTMENT:

DATE:

Recreation and Community Events February 28, 2017

#### **DESCRIPTION:**

Resolution Authorizing the Execution of a Purchase Order to Vermont Systems, Inc. in the Not-to-Exceed Amount of \$19,294.35 for Annual Maintenance and Hosting Fees for Management Software.

# SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

REC - APPROVED (6-0)

DAIE: February 21, 2017

# BACKGROUND:

In 2014, the Village entered into a three year agreement with Vermont Systems, Inc. (VSI) to provide recreational software known as RecTrac 10.3. As part of that agreement, the Village pays an annual amount for software support, maintenance and hosting fees to VSI.

# **KEY ISSUES:**

This software resulted in several key improvements:

- Direct interface between RecTrac and GL module of Munis
- Improved reporting capabilities
- Integrate all divisions within Recreation to 1 software program
- · Improve POS operations at the movie theater
- Allow for web-based registrations
- Improve internal controls
- Greater reliability and virtually no server downtime.

#### **ALTERNATIVES:**

- Seek out another software vendor.
- Discretion of the Board.

#### **RECOMMENDATION:**

VSI is one of the most commonly used Recreational Management Software in the country. Staff recommends continuing with VSI Software.

#### **BUDGET IMPACT:**

This is a budgeted expense in the 2017 annual budget under the following accounts:

11070720 531260 Info Technology Services (\$5,000) 11174100 531260 Info Technology Services (\$5,000) 11070760 531260 Info Technology Services (\$5,000) 11070790 531260 Info Technology Services (\$6,000)

#### **ACTION REQUIRED:**

Approval of a Resolution authorizing the execution of a Purchase Order to Vermont Systems, Inc. in the not to exceed amount of \$19,294.35 for annual maintenance and hosting fees for its recreation management software.

ATTACHMENTS:				
<b>Description</b>	<u>Upload Date</u>	<u>Type</u>		
Resolution	1/31/2017	Resolution Letter		
2014 Agreement	1/27/2016	Backup Material		
2017 Invoice	1/31/2017	Backup Material		

#### **RESOLUTION NO.**

# A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER FOR VERMONT SYSTEMS, INC. FOR THE NOT TO EXCEED AMOUNT OF \$18,741.12 FOR ANNUAL MAINTENANCE AND HOSTING FEES FOR ITS RECREATION MANAGEMENT SOFTWARE

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

**WHEREAS**, the VILLAGE is empowered to make all contracts and to undertake other acts as necessary in the exercise of its statutory powers pursuant to 65 ILCS 5/2-2-12; and

**WHEREAS**, it is sometimes necessary, in furtherance of its statutory functions, for the VILLAGE to contract for various outside services and products required by the VILLAGE; and

WHEREAS, one of the outside products that the Village uses is professional software and services; and

WHEREAS, on April 22, 2014 the VILLAGE determined that it is necessary and desirable to enter into a three year agreement with an organization known as VERMONT SYSTEMS, INCORPORATED; and

WHEREAS, the VILLAGE incurs annual software maintenance and hosting fees as part of this agreement; and

WHEREAS, the Board of Trustees have determined that it is in the best interests of the VILLAGE and its residents to authorize and approve a purchase order for the year 2017 annual maintenance and hosting services with VERMONT SYSTEMS, INC. for the not to exceed amount of \$19,294.35.

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

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

**SECTION TWO:** The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Deputy Clerk is hereby authorized to attest thereto, a purchase order for the Invoice attached hereto and incorporated herein by reference as Exhibit "A."

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 28<sup>th</sup> day of February 2017.

APPROVED:

Evan Summers, Village Manager

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

Ayes: \_\_\_\_\_

Nays:

Absent:

#### RESOLUTION NO. R-43-2014

#### A RESOLUTION AUTHORIZING AN AGREEMENT WITH VERMONT SYSTEMS PROVIDING FOR THE PURCHASE, IMPLEMENTATION AND TRAINING FOR THEIR RECTRAC RECREATION SOFTWARE PRODUCT

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

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

WHEREAS, it is sometimes necessary, in furtherance of its statutory functions, for the VILLAGE to contract for various outside services and products required by the VILLAGE; and

WHEREAS, one of the outside products that the VILLAGE uses is professional software and services; and

WHEREAS, the VILLAGE'S present software for Recreation facilities does not meet the needs of the VILLAGE; and

WHEREAS, staff has reviewed and recommends as the most cost-effective Recreation software the Agreement with Vermont Systems for their RecTrac Recreation software product and services; and

WHEREAS, for this purpose, the President and Board of the Village Trustees have determined that it is reasonable, necessary, and desirable for the VILLAGE to enter into the Agreement,

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

<u>SECTION ONE:</u> The recitals set forth above are incorporated herein and made a part hereof as if fully set forth.

SECTION TWO: The agreement of Vermont Systems to provide the Software,

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Implementation and Training services for the period and at the prices set out in the Proposal is hereby approved.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest to, as the agreement for the Services, the Proposal, and inclusive of the attached Addendum, attached hereto and incorporated herein by reference as Exhibit "A," with such additions and revisions thereto as the Village Attorney shall require.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 22nd day of April, 2014.

APPROVED:

Frank Soto, Village President

ATTEST: Village Clerk

Ayes: BARTLETT, JANOWIAK, JARECKI, RIDDER, WESSELER

None None

Absent:\_O'CONNELL



1425 W. Schaumburg Rd. Suite 386 Schaumburg, Illinois 60194 877-BAECORE (fax)877-223-2673

# VILLAGE OF BENSENVILLE

Recreation Software Recommendation April 8, 2014

# **Executive Summary**

As an outcome of the recreation assessment the Village decided to upgrade the software solutions servicing the various recreation facilities throughout the Village. With the intent of identifying a software vendor to provide a complete recreation solution including the widely varied needs of the recreation department from facility reservations, league scheduling to point of sales, inventory and financial controls Baecore Group evaluated four vendors specializing in recreation software.

All vendors evaluated presented robust solutions and are well known in the industry, however, all but one vendor would require custom development to meet the requirements of the Village. With the knowledge the custom development would need to be maintained year after year, would result in implementation delays, and presents the possibility that the customization would not implement or function as expected, it is the recommendation of Baecore to avoid such custom development. Vermont Systems presented the best overall functionality out of the box, strong user acceptance, and best total cost of ownership. It is therefore, our recommendation to proceed with the purchase and implementation of Vermont Systems.

# **IN-DEPTH SOLUTIONS REVIEWED**

# Vermont Systems

Of the vendors assessed, Vermont Systems provides the most robust software package meeting all of the functional requirements and desired functions as well as a number of additional features. Vermont Systems was the only vendor evaluated that met all the functional requirements and financial controls without custom development. Vermont Systems was the only vendor evaluated that could provide references of Munis integration.

# Solution Proficiencies

- Highly customizable web portal allows for a seamless transition between the village website and the recreation customer portal.
- Exportable reporting compatible with Munis Financials allows for quick and accurate transfer of financial information to Munis.
- Extensive Inventory tracking and reporting options allow for accurate and detailed inventory control.
  - o Track sales by employee, date, time, location, and type.
  - o Generate reorder reports.
- Intuitive scheduling interface makes scheduling activities and facilities easy and accurate.
- Role based security controls limit user access to applicable areas only.
- Notifications when inventory falls below a designated level.
- Customers can view and print their schedules using the customer portal.
- Highly customizable reporting.

# **Solution Deficiencies**

• The benefit of this system being highly customizable results in complexities of setup.

# <u>RecPro</u>

RecPro provides many of the desired and required functionality that is provided by Vermont Systems however the deficiencies identified were not able to be overcome. Throughout the process as deficiencies were identified the vendor became less responsive. The timeline RecPro management provided for addressing the deficiencies was extended and there was no reference of similar customizations.

#### Solution Proficiencies

- Highly customizable customer web interface allows for continuity of branding from the Village website.
- Extensive Inventory tracking and reporting options allow for accurate and detailed inventory control.
  - Track sales by employee, date, time, location, and type.
  - o Generate reorder reports.
- Roles based security allows for customizing user access based on their job needs.
- Streamlined user interface improving ease of use.
- Competitive Pricing.

#### **Solution Deficiencies**

- Reporting limitations required custom development for multiple reports from locker assignments to identifying ice time availability.
- The method by which certain aspects of ice scheduling would have been tracked were cumbersome to staff such as locker assignments and billing for cleanup/setup time
- A modification would have been required to allow for a direct export of information for import into Munis
- No customer references with Munis integration
- Customization for specific contract rates for customers was cumbersome
- Vendor responsiveness and communication was unfavorable
- Demonstrations were troublesome to the point of questioning system stability
- Not as intuitive as desired for the end user
- Full hosted solution was not available

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# Max Solutions

Max Solutions was a solid contender for the Bensenville recreation facilities since they excel in ice scheduling and management. They provide many of the desired and required functionality. However Max Solutions is unable to meet the financial controls required by the Village with their base software. To obtain the financial controls necessary for implementation custom development would be required.

# **Solution Proficiencies**

- Highest user acceptance
- Highly customizable web portal allows for a seamless transition between the village website and the recreation customer portal.
- Ability to create unique rates for individual customers.
- Extensive Inventory tracking and reporting options allow for accurate and detailed inventory control.
  - Track sales by employee, date, time, location, and type.
  - Generate reorder reports.
- Intuitive scheduling interface makes scheduling activities and facilities easy and accurate.
  - o Strong focus on Ice Scheduling
- Role based security controls limit user access to applicable areas only.
- Notifications when inventory falls below a designated level.
- Customers can view and print their schedules using the customer portal.

# **Solution Deficiencies**

- Inadequate built-in financial controls in the base software
  - Exporting information for MUNIS would require a custom solution
  - Transactions could be double-exported as they are not marked as exported
  - o No locking of transactions that have been exported
  - o No clearly defined audit trail on financial transactions
  - o No ability to link custom fields in the export
- Custom reporting is less flexible than in other solutions
- No customer references with MUNIS integration
- Hosted solution is a new product with limited release time. (released 1/18/2014)

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# **ELIMINATED SOLUTIONS – Limited review**

# <u>SportsMan</u>

After a full evaluation Baecore Group concluded, that although SportsMan provides many required functions, the software was lacking in critical areas. One of the most notable limitations is the lack of customizability of the customer website, resulting in loss of functionality and consistency with Village branding. The reporting options available through SportsMan are limited. This solution would require more manual efforts to move financial information to MUNIS, thus losing the opportunity to improve staff efficiency, accuracy and controls.

# EZ Facility & Active Network

Both EZ Facility and Active Networks were considered and were eliminated early in consideration due vendor non-responsiveness and follow through. EZ Facility lacked functionality in facility scheduling and Active Network had an unfavorable cost structure.

# **Requirements Met**

# **Functionality**

To evaluate the functionality of the systems a 108 point functionality check list was used to score each vendor. The primary areas that the checklist addressed included:

- Inventory Management
- Security
- Financial Controls
- Point of Sales
- Citizen Web Portal
- Scheduling
- Membership Management
- Reporting
- Support
- Online League/Tournament Management

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# Costs

	Vermont Systems	Rec Pro	Max Solutions
System		u y Gen y yn Goleff (a com y yr yn geleffiai y Gent yn yn Blang yn yn gener y brynning	
Software Application and			
Web Application	\$20,412	\$16,000	Included
Annual			
Maintenance/Support	\$6,720	\$4,000	Included
Annual Hosting	\$12,900	\$12,900 <sup>3</sup>	\$17,100
Annual Training <sup>4</sup>	Included	\$1,000	\$1,000
Test Environment <sup>4</sup>	Included	\$2,500	\$2,500
System Total	\$40,032	\$36,400	\$20,600
Additional			
Considerations			
Year one Training and			
Travel Expense <sup>1</sup>	\$13,620	\$13,620	\$13,620
Year one setup	N/A	N/A	\$5,000
Contingency <sup>2</sup>	\$2,000	\$2,000	\$2,000
Other Total	\$15,620	\$15,620	\$20,620
Year One Solution Cost	\$55,652	\$52,020	\$41,220

# **Multiple Year Cost Consideration**

When comparing the overall cost of ownership for the next five to ten years the solutions were all comparable in price. However, only Vermont Systems provided the integration, auditability, service and support required by the Village. All other solutions would have required additional services purchased, partners, software development and as a result additional staff time and resources thus increase true cost and complexity.

	Vermont	RecPro	Max Solutions
Year One	\$55,652	\$52,020	\$41,220
Year Three	\$94,892	\$92,820	\$82,420
Year Five	\$134,132	\$133,620	\$123,620
Year Ten	\$232,232	\$235,620	\$226,620

An additional benefit Vermont Systems brings to the table is should the Village decide in the future to self-host the Vermont solution, Bensenville would own the data and the license to use the software, therefore it could be brought in-house without additional software investment. In the case of Maximum Solutions the

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Village would need to purchase the application should self-hosting be desired. Overall the financial controls, functionality and hosting services provided by Vermont Systems presented the best total solution for the Village with the most favorable total cost of ownership.

<sup>1</sup> Onsite training, billed as incurred – it was assumed for comparison sake all vendors would provide the same amount of onsite training time.

- <sup>2</sup> Since training cost is estimated and travel is based on actual cost incurred a contingency is recommended to ensure the project does not incur overruns.
- <sup>3</sup> RecPro did not provide a hosting solution for the application and the data. The only solution they provided hosted was the web portal. A third party would need to be retained by the Village for hosting or they would have to host the solution internally. An annual estimate was placed on this line item for comparison. The additional cost and complexities introduced with a third party or internal staff time, hardware purchases, vendor sourcing, and management was not considered in the pricing.

<sup>4</sup> Neither RecPro nor Maximum Solutions provide the service and support offered by the Vermont hosting solutions. An estimate of the key additional services was provided for an "apples to apples" comparison

# Recommendation

Overall the Vermont Systems software proves to be feature rich and cost effective. Based on the competitive pricing, total solution and known service quality of the vendor it is our recommendation to enter into a contract with Vermont Systems for the recreation software, services and hosting.

The Vermont Systems solution offers Bensenville the opportunity to pay the software licensing over the first year of implementation spanning multiple fiscal years. Following details the payment structure for the next few years with the assumption of a July 1, 2014 go live date.

Year	Software	Maintenance/Support & Training	Total
2014	\$10,206	\$25,430	\$35,636
2015	\$10,206	\$19,620	\$29,826
2016	N/A	\$19,620	\$19,620,
2017+	N/A	\$19,620	\$19,620

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# STANDARD SALES AGREEMENT 4-10-14

The attached VSI Software License, Maintenance and Support Agreement are for your review. The original of this Agreement, along with all modified Customer Agreements, are maintained in our VSI financial software database. You may use this Agreement to make any desired additions, deletions, or changes, and return to VSI for review (please use the Track Changes tool). VSI will print the final agreed upon version of this Agreement for signature by both parties.

The licensed software can be installed on a customer's servers or on the VSI hosting servers. Along with licensed software, VSI provides the option for no hosting (customer or another vendor hosts software), WebTrac web server hosting only, or both web server and database hosting. Software licenses with annual maintenance are priced separately from hosting services.

If you have any questions, please contact the VSI Sales department at your convenience,



Dear Customer:

Thank you for making Vermont Systems your choice for application software and support services. We look forward to working closely with you and your staff.

Enclosed please find two original sets of the VSI Software License, Maintenance and Support Agreement and Exhibits.

If this Agreement meets with your approval, please complete the following:

- 1. Page 1 of the Agreement. Enter the executed date.
- Page 1 of the Agreement, Article 2.3. Please check your preference for your annual maintenance cycle. If your fiscal year does not fall on any of the dates listed, please choose the one that best fits your cycle.
- 3. Sign the signature page
- 4. Initial each page as noted
- 5. Fill out the Tax Exempt Form and indicate your sales tax status
- 6. Return one set to VSI.

As soon as we receive your signed Agreement, Laurie Valley, our Customer Support/Training Manager (<u>lauriev@vermontsystems.com</u> or ext 3006), will assign a Support Manager and Trainer to your account. Next, a Sales Manager and the assigned Support Manager and Trainer will contact you to schedule an installation planning conference call. As part of the follow up, your primary Trainer will contact you to review the software Planning Guide in preparation for the training.

If you should have any questions, please contact us at your convenience.

Sincerely,

Kate W. Mitchell Vice President/ Business Manager Vermont Systems, Inc.

### Resale & Exempt Organization Certificate of Exemption

Suppliers Name: Vermont Systems, Inc. 12 Market Place Essex Junction, VT 05452

Description of Purchased Articles: Software

### **Please Check Applicable Lines:**

Purchase by Retailer, Wholesaler for Resale
 Purchase by 501C which is Religious, Educational or Scientific
 Direct Purchase by Governmental Unit
 Purchase by Volunteer Fire Dept, Ambulance Co., Rescue Squad

Are you considered a taxable entity by your state for sales tax? \_\_\_\_ Yes or  $\overleftarrow{\times}$  No

# Name/Address of Purchaser:

Customer Name:	Age of Bensenville
Address: 12-5	with Center Street
City, State, Zip	errille, IL 60106
Federal ID Number	366005794
Purchaser's Primary Business	630-766-8200

I Certify that I am authorized to sign this certificate of exemption and that, to the best of my knowledge and belief, it is true and correct and made in good faith.

Signature: <u>YV1</u>

and	Title_	Village	MAN
		1	1

Name: Michael J. CASSADY

Date: 4/22/14

#### VERMONT SYSTEMS, INC. SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT ("Agreement"), is made and entered into on <u>4/22//4</u>, by and between Vermont Systems, Inc., a Vermont corporation (hereinafter "VSI" or "Licensor", and **Village of Bensenville, Illinois** (hereinafter "Customer" or "Licensee"), collectively referred to herein as the "Parties" or singularly "Party".

In consideration of the mutual covenants and obligations expressed herein, the Parties agree to the following:

### **ARTICLE 1 – Software License**

- 1.1 VSI hereby grants the Licensee and the Licensee thereby accepts a perpetual, non-transferable, and non-exclusive right to use the Licensed Software and Related Materials, as described in the attached Exhibit B price quote. The Licensed Software includes Related Materials, such as User Reference Manuals, Reports Manuals, Installation Planning Guides, Installation Instructions, On-Line Help, and Sample Database with Tutorials.
- 1.2 VSI uses the Progress OpenEdge V10 Development software to develop its' applications and deploys using the OpenEdge Deployment software that includes Client Networking, Web Client, and Personal, Workgroup, or Enterprise RDBMS (embedded database) with RDBMS support for 4GL, SQL, ODBC, JDBC, and Enterprise Cluster Manager Integration, and OpenEdge Application Server, Basic and Enterprise Editions with Replication. Therefore, Progress software with RDBMS is required to operate the application software by platform type, and they are included in the attached Exhibit B.
- 1.3 The license granted herein authorizes the Customer to install the Licensed Software on the designated computer platform using one copy of the programs to support live processing, training, and disaster recovery databases without incurring additional license charges. Further, the Customer can make copies of the Licensed Software for safe keeping purposes. Since VSI is providing complete hosting services, Article 1.3 does not apply to this Agreement.
- 1.4 At any time, the Customer can add software and user licenses under the terms of this Agreement by paying the additional license and maintenance fees. The total number of authorized user workstations permitted to use the Licensed Software is limited to the number listed in Exhibit B.

### **ARTICLE 2 – Annual Software Maintenance and Support Services**

- 2.1 VSI shall provide the Licensee with Software Maintenance and Software Support services for the Licensed Software in accordance with VSI standard Sales and Support Policies, as described in Exhibit A. The extent of support services being provided are specifically listed in Exhibit B.
- 2.2 The Annual Software Maintenance support shall include distribution of product update releases that include software repairs and enhancements subsequent to the initial purchase. Biennial software updates with database conversions will also be provided in accordance with VSI standard Sales and Support Policies, as described in Exhibit A, while periodic program only updates are available at any time. If VSI is providing complete hosting services, VSI will provide software installation and upgrade services and coordinate both with each Licensee.
- 2.3 The Software Maintenance and Support fee will be billed annually, and it becomes effective on January 1<sup>st</sup>, the first day of the Customer's fiscal year, for the period through December 31<sup>st</sup>, the last day of the Customer's fiscal year. New customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year. For example, using July 1, 2014 as the start of your first year annual maintenance and hosting services, the first year payment would be prorated for six months to the end of your first fiscal year. Refer to Exhibit B pricing summary page for details regarding the two-year payment plan.
- 2.4 The required Software Maintenance and Support Agreement will automatically renew annually, unless the Licensee notifies VSI in writing that the Licensee is terminating VSI Maintenance Support. The annual maintenance fees will remain at the rates stated in Exhibit B through December 31, 2016; thereafter, VSI reserves the right to increase the fee annually effective January 1<sup>st</sup>. Customers can contact VSI in advance to obtain a firm quote for the next fiscal year.

Customer Initials

### **ARTICLE 3 – Software Training and Installation Services**

- 3.1 Training is offered at the Customer site, at VSI (12 Market Place, Essex Junction, Vermont), and remotely based on a quoted daily rate, as described in the VSI standard Sales and Support Policies, Exhibit A.
- 3.2 Any training services and estimated charges for each Licensee, including the number of training days, and travel, lodging, meals, and other expenses, are itemized in Exhibit B. All training dates must be mutually agreed upon by VSI and the Licensee. The Licensee can request a change of training dates and number of training days. However, if a change is made after travel arrangements have been completed, the Licensee will be responsible for any additional costs incurred as a result of the changes.
- 3.3 If VSI is providing other Installation Services, such as hardware and network operating system installation and setup services, they will be listed in Exhibit B, as well.
- 3.3 The Licensee is responsible for reimbursing VSI for all reasonable expenses, such as travel, lodging, meals, and other expenses necessary to complete the training, as requested by the Customer. While the estimated out-of-pocket expenses are listed in Exhibit B, only the actual expenses will be billed to the Customer, unless the Customer requires a fixed price in advance.
- 3.4 VSI will honor training and other services quotes for up to one year, but reserves the right to modify these rates thereafter.

### **ARTICLE 4 – VSI Hosting Services**

- 4.1 Web Server Hosting Service if the WebTrac software is being licensed, it requires a web server, either in-house or hosted, to link the Customer's transaction server with the internet. If the Customer selects the VSI web server hosting service, as described in Exhibit D, for a minimum of one year, the fee will be included in Exhibit B and it will be billed annually in advance. New customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year. Web Server Hosting *does not* apply to this Agreement.
- 4.2 Complete Hosting Services if the Customer selects complete VSI hosting services, whereby the VSI application software and Progress software are installed on VSI servers at Tech Vault (or other) data center, the monthly fee for this option will be included in Exhibit B. Complete Hosting Services includes web server hosting, as described in Article 4.1. Since VSI *will* be providing complete hosting services for the Licensee, Exhibit E hosting services specifications *do* apply to this Agreement.
- 4.3 The Hosting Services rate quoted, which is guaranteed for the first (3) three years, includes the services and features, as described in Exhibit F.

#### **ARTICLE 5 – Charges and Payment**

- 5.1 Customer On-Premise Hosted Software if the Customer is installing the software on its own servers, the Licensed Software charges will be billed to the Customer when shipped or following the initial training session, based on circumstances, and will be due within 30 days. The initial Software License fee includes ground shipping of the DVD that contains the software and electronic copies of all documentation. If special shipping is requested, the Customer shall pay all associated additional charges.
- 5.2 VSI Hosted Software: if VSI is providing Complete Hosting Services, it will install the software on the Customer's servers at the Tech Vault data center. The Licensed Software charges will be billed to the Customer when the software applications become available for Customer use, and will be due on the first day of each month.
- 5.3 The Customer shall pay all applicable sales, consumer use, and other taxes required by law, unless it is exempt from any or all of these taxes. If tax-exempt, the Licensee must provide a tax exemption certificate.
- 5.4 VSI will invoice the Customer for training and installation services, along with travel and other expenses, immediately following the completion of each occurrence of training or other services.

Customer Initials

# **ARTICLE 6 - Security of Programs**

- 6.1 The Customer shall be solely responsible for the supervision and control of the licensed Customer hosted software to ensure that it is stored in a secure location for Customer use only and that no unauthorized and unlicensed third party gains access to it. VSI is responsible for the security of all VSI hosted software.
- 6.2 Under no circumstances shall the Customer be authorized to perform Reverse Engineering of the software object code, in order to illegally generate source code,

# **ARTICLE 7 – Warranties**

- 7.1 VSI warrants that it has the right to license the Licensed Software, and that there are no pending liens, claims, or encumbrances against the software.
- VSI warrants that the software shall conform to its published specifications in the Related Materials, including, but not 7.2 limited to, the Capabilities Summary, On-Line Help, Reports Manual, User Reference Manual, and Training Tutorials. VSI warrants that the software is merchantable, in that it will properly install and operate according to the specifications herein.
- 7.3 VSI warrants to the Customer that it is solvent, not in bankruptcy proceedings or receivership, nor is it engaged in any proceedings, which would have an adverse effect on its ability to perform its obligations under this Agreement.
- 7.4 VSI warrants that there has been no violation of copyrights or patent rights in connection with the Licensed Software in this Agreement. VSI shall indemnify and save harmless the Licensee from any suit or proceeding brought against the Licensee by reason of any such infringement or any wrongful use. VSI will defend or settle any such claim, although the Licensee shall be entitled to be independently represented by counsel of its own choice.

# **ARTICLE 8 – Limitation of Liability**

- 8.1 Except for the warranties specified in Section 7, VSI grants no warranties, expressed or implied, including, but not limited to any implied warranties of fitness for a particular purpose. Notwithstanding anything to the contrary in this Agreement, it is expressly agreed that neither VSI nor the Customer shall be liable to the other Party for special, incidental, indirect, or consequential damages, or for any loss or claim by either Party.
- 8.2 Liability Insurance. VSI provides the Customer with a Certificate of Liability Insurance with the Customer named as the Certificate Holder. The standard coverage's with limits and insurer(s) are listed in the attached Exhibit C. If a customer requires insurance coverage beyond the standard limits provided by the VSI Certificate of Insurance, then the customer can either accept the VSI standard coverage at no additional charge or pay for the additional insurance coverage at VSI cost.
- 8.3 The Parties agree that the laws of the State of Illinois will govern this Agreement, and that the venue for legal resolution of state claims shall be the Eighteenth Judicial Circuit, Wheaton, Dupage County, Illinois, and federal claims in the United States District Court for the Northern District of Illinois in Chicago.

#### ARTICLE 9 – Risk of Loss

- 9.1 For Customer hosted installations, the risk of loss or destruction, regardless of the cause, shall be the responsibility of VSI until the Licensed Software and Related Materials have been delivered to the Customer's premises. For VSI hosted installations, VSI will be responsible for the risk of loss or destruction.
- 9.2 For Customer hosted installations, the Customer shall be responsible for verifying that the Licensed Software and Related Materials have been received, installed on the designated computer(s), and are operational, unless the Agreement specifies that VSI will install the Licensed Software as part of the on-site training. For VSI hosted installations, VSI will be responsible for installing the software on the Customer' servers.

### **ARTICLE 10 – Application Source Code**

10.1 The Source Code for all VSI application software, along with a list of licensed customers, is held in escrow by VSI's Escrow Agent, Kolvoord, Overton, & Wilson, Attorneys, at 6 Joshua Way, Suite B, Essex Junction, Vermont 05452, Attn: Jason Ruwet 802-878-3346, jfr@essexytlaw.com. The source code held in escrow is updated after each software release. If VSI defaults in providing software maintenance support due to company failure, or discontinuance of said service by VSI or VSI's bankruptcy, then the source code will be made available to the Customer within thirty days of written notice by the Escrow Agent for Customer support use only.

# **ARTICLE 11 – Independent Contractor**

11.1 In performing the work under this Agreement, VSI acts as an Independent Contractor and is solely responsible for necessary and adequate workers' compensation insurance, as well as personal injury and property damage insurance.

### **ARTICLE 12 – Change Orders or Extensions**

12.1 The Customer may require changes in the scope of services to be performed by VSI. Such changes, including any increase or decrease in compensation amount, must be mutually agreed upon in writing by the Licensee and VSI. VSI shall be compensated for all authorized changes in services.

# **ARTICLE 13 – Authorization and Entire Agreement**

- 13.1 Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights stated herein, and to perform the duties and obligations described herein.
- 13.2 This Agreement and the attached Exhibits A, B, C, E, and F constitute the entire Agreement between Vermont Systems and the Licensee.
- 13.3 If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, then all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

Vermont Systems, Inc.

Authorized Signature

Giles N. Willey, President Printed Name and Title

Date

Village of Bensenville, Illinois

Authonized Signature

Michael J. CASSADY VILLAME Printed Name and Title 4/22/12/

Date



Exhibit A, 1/1/2014

# 1. SOFTWARE LICENSE:

The application software license is a one-time fee, which provides for the perpetual use of the software. While a deposit will not be required, the full software license fee is due for all accounts within 30 days of completion of the first training session. The Progress OpenEdge V10 Application Server software and Personal, Workgroup, or Enterprise Relational Database Management System (RDBMS imbedded database) software licenses are also required to operate the VSI Windows WebClient/Client application software.

### 2. ANNUAL SOFTWARE MAINTENANCE AND SUPPORT:

The required annual maintenance support fee is prorated from the first day of the installation month to the end of the first fiscal year, and thereafter, it is due annually on the first day of each new fiscal year. This fee includes the following: Worldwide telephone (800 US & Canada) and web support for VSI and Progress software five (5) days/week, Monday-Friday, 8am-8pm ET, and availability of chargeable Extended Hours Pager Support Monday – Friday, 8pm–10pm ET, and Saturday, Sunday, & Holidays 8am-5pm ET. Further, Pre-Arranged Non-Standard Hours Pager Support is also available, as described in Section 4 below. The following are included:

- Maintenance and repair of application software malfunctions with an acknowledgement response, as described in the Call Process, Section 5 below.
- One major application software upgrade every two years, along with multiple optional periodic updates. Major upgrades usually require a database conversion, while other periodic updates are program only. Enhancements are based primarily on user requests, but they also include an extensive number of VSI initiated improvements, all of which are added at the discretion of VSI. In its' quarterly newsletter, VSI notifies all Customers regarding the status and availability of all software releases. The same data is available on the VSI web site at all times. Customers must request all major software upgrades, which are distributed on a DVD with standard ground shipping. Program only updates can be downloaded via VSI's web page <u>www.vermontsystems.com</u> under Support or by requesting the update DVD at any time.
- One biennial database conversion by VSI via FTP or WebEx during standard VSI business hours. VSI FTP/WebEx database
  conversion services are only chargeable, if started and/or completed during non-standard VSI business hours (before 8am and after
  Spm ET, Monday through Friday and on weekends and holidays). Please note that all non-production database conversions are
  billable at standard VSI support rates.
- Federal and State regulatory requirement changes.
- User ID and Password login access to Customer Support and Downloads sections on VSI web site.
- Phone support to explain how to configure database, how system works, and how to prepare for implementation of certain functions, such as those listed below under Extended Dedicated Support.
- Updates to financial and other interfaces due to VSI application software modifications and not due to application software modifications by other vendors.

Any of the following costs associated with customer support are not included:

- Actual usage of Extended Hours Pager/Telephone Support at rates listed in Section 4 below.
- Pre-Arranged Non-Standard Extended Hours Pager/Telephone Support is chargeable with a minimum of four hours, which can be nonconsecutive, as described in Section 4 below.
- Any associated travel and out-of-pocket expenses for installation and training services.
- Installation and configuration of product enhancements or releases, database repairs, and more than one bi-annual database conversion are chargeable, unless VSI is providing hosted services.
- Telephone support related to computer hardware, operating systems, networking, and reinstallation and configuration of application software is chargeable. If the hardware and software configurations are modified after VSI has completed on-site or telephone installation services, additional requested support services are chargeable.
- Telephone training, as a substitute for on-site training or classroom training at VSI, as well as for untrained operators, is chargeable. Refer to Sections 6 and 7 below for hourly pricing.
- VSI application software WAN Client access configuration.
- Customized print programs and updates are chargeable at the rate listed under Section 6 below.
- Interfaces to export or import data from or to other application software databases are chargeable.
- Extended Dedicated Support to implement or change certain functions, such as 1) Switching from Cash to Accrual Accounting; 2) Reinstall WebTrac software on server; 3) Customize Splash Page; 4) Create Web Bypass Links; 5) WebTrac Style Sheets changes; and, 6) Database Support to analyze and correct out-of-balance condition.

### 3. PROGRAMMING ENHANCEMENTS:

Although our policies provide for charging for special programming, we generally do not charge for individual enhancement requests. All **approved** enhancements and repairs are automatically included in all updates as part of the annual maintenance fee.



Exhibit A, 1/1/2014

### 4. VSI EXTENDED HOURS PAGER/TELEPHONE SUPPORT SERVICES PRICING:

#### Standard Extended Hours Pager/Telephone Support

Monday - Friday 8pm - 10pm ET, and Saturday, Sunday, & Holidays 8am-5pm ET. If extended hours support is actually provided, it is chargeable at \$100/hour with a minimum of \$50 per call or multi-call issue.

### Pre-Arranged Non-Standard Extended Hours Pager/Telephone Support

Non-Standard Extended Hours support may be pre-arranged by calling VSI at least one full business day in advance. While the stand-by rate is \$50/hour with a minimum of 4 hours, the actual extended pager support is chargeable at \$150/hour with a minimum of \$75 per issue, which could involve multiple phone calls. VSI reserves the right to modify these extended hours pager rates at any time.

## 5. SUPPORT CALL PROCESS:

To provide high quality support and to effectively assign resources to incoming calls, three types of call priorities are identified as follows: Priority 1 is considered Urgent or High Priority, Priority 2 is classified as Medium Priority, and Priority 3 is deemed to be Low Priority. The criteria used to establish guidelines for these priorities are as follows:

#### Priority 1 – High

Consists of errors that cause unrecoverable loss or corruption of data or loss of essential software functionality that prevents Customer processing, and there is no workaround. Generally, the system would be down.

#### **Priority 2 – Medium**

Consists of errors that cause loss of essential software functionality that prevents Customer processing, but has a workaround, or loss of non-essential software functionality that does not have a workaround. Generally, the system is not down, but the problem is causing staff inconvenience.

#### Priority 3 - Low

Consists of errors that may be causing loss of non-essential software functionality, but have a workaround. While the system is not down generally, the Customer's operational questions need to be resolved.

#### **Response Times**

VSI will respond to Priority 1-3 support calls in accordance with The Table of Service below, and all time references are clock hours or calendar days, unless otherwise specified. The Customer will use the VSI telephone number or support email address during standard VSI business hours, as described in Section 2, or the VSI pager number during standard pager support hours, as described in Section 4. The Customer can also call the pager number to request support during pre-arranged non-standard pager support hours, as described in Section 4. The Customer and VSI support person may also use cell phones for more efficient responses.

All issues or questions reported to support are tracked via a logged support call that contains at a minimum the Customer name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of the question or issue, and any other pertinent information. The support person will provide the Customer with a call number to track each call issue. Each call will be stored in a queue and the first available support representative will be assigned to the next call issue.

While reviewing the call issue, the assigned support person will contact the Customer, if additional information is needed. The VSI support person will either resolve the issue with the Customer or advise the Customer regarding the status and the course of action being taken to resolve it. All correspondence and actions associated with a call are tracked in the support database. If the issue needs to be escalated to a development resource, the Customer will be informed. While issues escalated to development will be scheduled for resolution, they may not be resolved immediately depending on the nature and complexity of the issue. The Customer may contact the support department at its convenience for a status update on development issues.

#### **Escalation Process**

In the event that VSI is unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframes set forth in the Table of Service below, VSI will initiate escalation procedures at VSI's sole expense, except if due to hardware malfunctions, utility failures, air conditioning malfunctions, non VSI software problems, communications malfunctions, environmental problems, user errors or any other cause outside VSI's reasonable control, in which case VSI may charge the Customer at the hourly rates listed in Sections 4, 6, & 7. However, VSI will continue to assist the Customer to resolve the problem, even when VSI and Customer may not agree on the cause of the problem.



Exhibit A, 1/1/2014

### Table of Service Requirements.

The table below lists the service level required by the three Priority levels described above:

	Priority 1	Priority 2	Priority 3	
Service Level Required	(time measured from initial call to VSI)			
Initial Response Due	1 hour	4 hours	5 days	
Correction identified and a mutually agreeable correction plan will be developed within	24 hours	7 days	As mutually agreed	
Escalation Stage 1 (Support Managers)	12 hours	7 days	N/A	
Stage 1 Status Report Intervals	Every 4 hours during standard business hours	daily	N/A	
Escalation Stage 2 (Vice President of Support)	24 hours	7 days	N/A	
Stage 2 Status Report Intervals	Every 4 hours during standard business hours	daily	N/A	
Escalation Stage 3 (President)	72 hours	10 days	N/A	

### 6. VSI SUPPORT SERVICES PRICING (Non-Military)

The on-site training rate is \$720 per 8-hour day, plus out-of-pocket travel expenses. The VSI classroom-training rate is \$720 per 8-hour day for the Customer. Other services include 800 telephone training at \$100/hour, programming, hardware, and network configuration support services at \$1040/day or \$130/hour. Any hours in excess of eight are chargeable. Travel time, which includes two-way travel for trips lasting less than 4 hours, is charged at \$360 daily plus travel expenses. VSI reserves the right to modify these rates at any time.

# 7. VSI WEEKEND SUPPORT SERVICES PRICING (Non-Military):

The weekend training rate is \$1,080/day, while the hourly rate is \$150 with a two-hour minimum. If the Customer asks the VSI Trainer to stay over a weekend, in order to save on travel costs, and no training is provided, the rate is \$250/day, plus all normal travel expenses. VSI reserves the right to modify these rates at any time.

### 8. ON-SITE TRAINING SHORT NOTICE CANCELLATION PENALTY:

If scheduled on-site training is cancelled with less than 3 weeks' notice, the Customer will be responsible for any travel expenses losses, as well as a \$500 penalty to partially offset VSI Trainer rescheduling costs. This penalty will be applied reasonably.

# 9. TRAINING CANCELED DURING SCHEDULED ONSITE TRAINING WEEK:

If the Customer cancels training for any reason (weather, trainee sickness, etc) while the VSI Trainer is onsite, Customer must still pay VSI daily rates for training and travel expenses.

#### **10. TELEPHONE SUPPORT:**

Telephone support worldwide, during VSI standard business hours, is included in the Annual Software Maintenance and Support fee, provided that VSI has previously trained the individuals being supported. Otherwise, chargeable telephone or on-site training must be completed.

# 11. APPLICATION SOFTWARE SOURCE CODE:

The Source Code for the VSI application software, along with a list of licensed customers, is held in escrow by VSI's Escrow Agent, Kolvoord, Overton, & Wilson, Attorneys, at 6 Joshua Way, Suite B, Essex Junction, Vermont 05452, Attn: Jason Ruwet, 802-878-3346, <u>jfr@essexvtlaw.com</u>. If VSI defaults in providing software maintenance support due to company failure, discontinuance of support services, or VSI's bankruptcy, the Escrow Agent will make the source code available to the Customer within thirty days of written notice by the Escrow Agent. The source code can only be used to support each VSI licensed customer.

### 12. DOCUMENTATION:

All documentation is provided electronically on a DVD by application and it includes the User Reference Manual, Installation Planning Guide, Reports Manual, Installation Instructions, On-Line Help, and Sample Database with Tutorial. Customers can print any number of copies needed to train their staffs and manage their operations. Hard copy manuals are available at \$75 each and this amount is subject to change.



Exhibit A, 1/1/2014

#### 13. INSTALLATION PLANNING:

After receiving your order, VSI will assist you to develop a plan, which will assign Customer and VSI responsibilities for the various elements required to successfully complete the installation and training.

# 14. THIRD PARTY VENDOR GENERAL LEDGER/CASH RECEIPTS INTERFACE PROCEDURES:

The VSI Trainer will configure RecTrac/GolfTrac software for the appropriate vendor interface and will show the Customer how to generate the batch export file that contains the summary or detailed transactions for the day (or any date range). At this point, it is the Customer's responsibility to contact the financial software vendor to arrange for assistance to import the daily batch file for automatic posting to the cash receipts or general ledger system. The VSI trainer is not responsible for importing the batch files into any third party application software or for contacting the vendor.

#### 15. HARDWARE PAYMENT & WARRANTY:

Full payment for the hardware and systems software is due following delivery, after verification of the order. The verification process must be completed, so that all payments can be made within 30 days of delivery. The VSI supplied hardware includes Warranties from the manufacturers or distributors for specified periods. Please review the Warranty chart provided by VSI. After the warranty period or add-on warranty period, hardware vendors also provide time and materials maintenance support. Warranty and Maintenance Contract service provided on a Depot Basis can require several days to complete. Therefore, plan your purchases to include **spare critical units**, in order to provide your users with uninterrupted operations.

#### 16. VSI POS HARDWARE SUPPORT:

To support our POS software applications, VSI offers a broad range of hardware computers and peripherals that we have evaluated, qualified, and configured to function properly with our software. This requires an extensive investment of resources including labor and the purchase of one or more of each type hardware product. Further, these hardware products are essential to support our customers and for testing each software upgrade. Most customers appreciate the availability of these qualified products, since it saves them from experiencing the same expensive process.

Our priority is to offer only high quality products with extended warranties at competitive prices, but not necessarily at the lowest prices. A qualified product that is competitively priced is much more important than the lowest price. More often than not a lower priced, unqualified product will eventually cost much more for all concerned. VSI hardware support policies are as follows:

### Qualified POS Hardware Purchased from VSI - Full Support:

VSI will be responsible for ordering the properly configured hardware with the correct cables and other features, delivery, installation and configuration assistance, toll free telephone support, and warranty service arrangements, as needed.

#### Qualified POS Hardware Purchased from Another Source - Partial Support:

VSI is **not** responsible for resolving problems resulting from incorrectly ordered hardware, resulting installation and configuration problems, and warranty service arrangements. However, VSI will provide limited guidance and support, during the installation of the hardware. If issues are not resolved within a few minutes, then VSI will continue to provide 800 phone assistance at the standard VSI rate of \$100 per hour.

#### Non-Qualified POS Hardware Purchase from another Source - Limited Support:

VSI does not support non-VSI qualified POS hardware using our 800 support lines. However, if a customer calls for assistance and the VSI support person determines that the request is for a non-qualified product, he/she will discuss options as follows: 1) Select qualified hardware on the VSI price list, or 2) Discuss qualifying a new product with VSI management. If a customer requests VSI to consider qualifying a non-qualified product, we will evaluate the circumstances, and if justified, will attempt to qualify. In order to proceed, the customer must send an evaluation unit to VSI and we will attempt to qualify it at the rate of \$100/hour. The customer must specify a qualifying spending limit. If successful, VSI may or may not add the product to our price list. If added, VSI will continue to support the product, as described under qualified hardware options. If not, any on-going qualifying that might be required, as a result of hardware or software upgrade changes, will be chargeable at \$100/hour.

#### **POS Hardware Onsite Installation Support:**

If you expect the VSI Trainer to install POS hardware during an onsite training trip, you must allocate sufficient time in the schedule to complete the software training and the hardware installation and configuration. The time allocated will vary based on the three situations described above, but the most time-consuming will involve hardware that VSI has not qualified. The time allocated will also vary depending on the number units to be installed. If the VSI Trainer installs and configures the hardware during a normal 8-hour workday, then this would be included in the previously approved onsite training fee. If the VSI Trainer is required to work in excess of 8 hours on any given day, in order to complete the hardware setup and software training during the scheduled onsite visit, then the Customer will be billed for overtime fees.



# Proposal Summary Pricing VSI Quote Number: 41432

Please See Detail Breakdown on Following Pages

Description: Prepared For:	Exhibit B - Quote 2-Year Payment Plan Baecore Group, Schaumburg, IL		
Contact Name: Contact Email:	Mary Smith, Principal smith@baecore.com	Phone Number: Fax Number:	(847)585-1486
Approved By:	Robert Willey (bobw@vermontsystems.com)	Quote Date:	04/17/2014

Description	Purchase Price	Annual Maint/Svs	Estimated Shipping*	Total Price
RecTrac - Workgroup Multi-User Software				
Application Software	\$8,425.00	\$3,330.00	\$0.00	\$11,755.00
Progress OpenEdge Software	\$1,685.00	\$666.00	) \$0.00	\$2,351.00
VSI-Add ons	\$1,500.00	\$300.00	-	\$1,800.00
Support Services - Training & Travel Expenses	\$10,470.00	\$0.00	) \$0.00	\$10,470.00
Total RecTrac:	\$22,080.00	\$4,296.00	\$0.00	\$26,376.00
ID Systems - Workgroup Multi-User Software				
Application Software	\$450.00	\$180.0	0 \$0.00	\$630.00
Progress OpenEdge Software	\$90.00	\$36.00	\$0.00	\$126.00
Total ID Systems:	\$540.00	\$216.0	0 \$0.00	\$756.00
WebTrac - Basic Edition				
Application Software	\$4,385.00	\$1,715.00	\$0.00	\$6,100.00
Progress OpenEdge Software	\$877.00	\$343.0	0 \$0.00	\$1,220.00
VSI-Add ons	\$1,250.00	\$0.0		\$1,250.00
Support Services - Training & Travel Expenses	\$3,150.00	\$0.0	0 \$0.00	\$3,150.00
Total WebTrac:	\$9,662.00	\$2,058.0	0 \$0.00	\$11,720.00
WebTrac - Workgroup Edition				
Hosting Services	\$0.00	\$12,900.0	0 \$0.00	\$12,900.00
Total WebTrac:	\$0.00	\$12,900.0	D \$0.00	\$12,900.00
PayTrac - Application Software & Hardware				
Application Software	\$750.00	\$150.0	0 \$0.00	\$900.00
Total PayTrac:	\$750.00	\$150.0	0 \$0.00	\$900.00
VSI Add-ons - Application Software				
VSI-Add ons	\$1,000.00	\$0.0	0 \$0.00	\$1,000.00
Total VSI Add-ons:	\$1,000.00	\$0.0	0 \$0.00	\$1,000.00



(847)585-1486

04/17/2014

Phone Number:

Fax Number:

Quote Date:

Please See Detail Breakdown on Following Pages

Description:	Exhibit B - Quote 2-Year Payment Plan
<b>Prepared For:</b>	Baecore Group, Schaumburg, IL
Contact Name:	Mary Smith, Principal
Contact Email:	smith@baecore.com
Approved By:	Robert Willey (bobw@vermontsystems.com)

ription	Purchase Price	Annual Maint/Svs	Estimated Shipping*	Total Price
VSI TOTALS				
Application Software	\$14,010.00	\$5,375.00	\$0.00	\$19,385.00
Progress OpenEdge Software VSI-Add ons	\$2,652.00 \$3,750.00	\$1,045.00 \$300.00	\$0.00 \$0.00	\$3,697.00 \$4,050.00
Support Services - Training & Travel Expenses	\$13,620.00	\$0.00	\$0.00	\$13,620.00
Hosting Services	\$0,00	\$12,900.00	\$0.00	\$12,900.00

* NOTE: Shipping is FO8 - Origin	Grand Totals:	\$34,032.00	\$19,620.00 \$	50.00 \$53,652.00 Drigin Where Applicable)
INSTALLMENT PURCHASE PLAN	OPTIONS - NO INTER	EST CHARGES		
	(Total Software License Figu	re Used For Installment C	alculation) \$20,412.00	
Two Year Payment Plan Purchase	Option (Software Lice	ense Portion Of Installmer	nt Amount) \$10,206.00	
Year 1 (Includes One Half The Software Lic				\$43,446.00
Year 2 (Includes One Half The Software Lic	cense + Annual Maintenance)			\$29,826.00
Year 3+ (Annual Maintenance Only)				\$19,620.00
Three Year Payment Plan Purchas	se Option (Software Lice	ense Portion Of Installmer	nt Amount) \$6,804.00	
Year 1 (Includes One Third The Software L				/ices) \$40,044.00
Year 2 (Includes One Third The Software L	icense + Annual Maintenance/	Services)		\$26,424.00
Year 3 (Includes One Third The Software L	icense + Annual Maintenance/	Services)		\$26,424.00
Year 4+ (Annual Maintenance/Services Only	)			\$19,620.00

Two-Year Payment Plan - First Year Annual Maintenance & Hosting Services effective 7/1/2014.

First Year 2014 Payment: Software Licenses 50% of Total = \$10,206 First Year Maintenance & Hosting Services 50% of Total = \$9,810 Training & Travel = \$13,620 Total 2014 Payment = \$33,636

Second Year 2015 Payment: Software Licenses 50% of Total = \$10,206 First Year Maintenance & Hosting Services 50% of Total = \$19,620 Total 2015 Payment = \$29,826

Third Year 2016 Annual Maintenance & Hosting Servivces Payments = \$19,620



# **RecTrac Workgroup Multi-User Software**

Recreation Tracking Software VSI Quote Number: 41432 Please Review Notes on Last Page Software Pricing Is Valid For 120 Days Hardware Pricing Is Subject to Change

Annual

Description: Prepared For:	Exhibit B - Quote 2-Year Payment Plan Baecore Group, Schaumburg, IL		
Contact Name:	Mary Smith, Principal	Phone Number:	(847)585-1486
Contact Email:	smith@baecore.com	Fax Number:	
Approved By:	Robert Willey (bobw@vermontsystems.com)	Quote Date:	04/17/2014

Qty	Unit	Description	Price	Price	Maint/Svs
		Application Software			
1	Each	Activity Registration (V-RT-MU-AR)	\$2,450.00	\$2,450.00	\$440.00
1	Each	Facility Reservations (V-RT-MU-FR)	\$2,450.00	\$2,450.00	\$440.00
1	Each	Pass Management Photo (V-RT-MU-PM)	\$2,450.00	\$2,450.00	\$440.00 1
1	Each	Point-of-Sale/Inventory Control/Tickets (V-RT-MU-PS)	\$2,450.00	\$2,450.00	\$440.00 2
1	Each	League Scheduling (V-RT-MU-LS)	\$1,950.00	\$1,950.00	\$350.00
1	Each	Personal Trainer Scheduling (V-RT-MU-PT)	\$1,450.00	\$1,450.00	\$290.00
1	Each	Locker Rentals (V-RT-MU-LK)	\$1,450.00	\$1,450.00	\$290.00
1	Each	Incident Processing and Reporting (V-RT-MU-IC)	\$0.00	\$0.00	\$0.00
1	Each	Systems Administration (required) (V-RT-MU-SA)	\$400.00	\$400.00	\$400.00 з
6	Each	Additional Users Over 2 (concurrent) (V-RT-MU-AU)	\$300.00	\$1,800.00	\$240.00
1	Each	2nd "Bensenville" Database Discount (VSI-DISCOUNT WRKGRP)	\$8,425.00-	\$8,425.00-	\$0.00
		Total Appli	cation Software:	\$8,425.00	\$3,330.00
		Progress OpenEdge Software			
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$1,685.00	\$1,685.00	\$666.00 4
		Total Progress Oper	1Edge Software:	\$1,685.00	\$666.00
		VSI-Add ons			
1	Each	RecTrac General Ledger Interface (V-RT-IN-GL)	\$750.00	\$750.00	\$150.00 5
1	Each	Activity Registration Custom Brochure Interface (V-RT-IN-AR)	\$750.00	\$750.00	\$150.00
		То	tal VSI-Add ons:	\$1,500.00	\$300.00
		Support Services - Training & Travel Expenses			
7	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	\$720.00	\$5,040.00	\$0.00
2	Day(s)	Travel Time (X-S-TNG-09)	\$360.00	\$720.00	\$0.00
7	Each	Travel Expenses - per day (estimated) (X-X-EXP)	\$330.00	\$2,310.00	\$0.00 s
2	Each	Exp Airfare (estimated-pay actual only) (X-X-AIR)	\$1,200.00	\$2,400.00	\$0.00
		Total Support Services - Training & T	ravel Expenses:	\$10,470.00	\$0.00
		Total Software, Hardware and S	upport Services	\$22,080.00	\$4,296.00
		Grand Tota	I - RecTrac:	\$26	376.00

\* NOTE: Shipping is FOB - Origin

(Plus Tax and Shipping FOB - Origin Where Applicable)



# ID Systems Workgroup Multi-User Software Pass Management Photo/Plastic Photo ID Card System VSI Quote Number: 41432

Please Review Notes on Last Page Software Pricing Is Valid For 120 Days Hardware Pricing Is Subject to Change

Description: Prepared For Contact Name Contact Email Approved By:	Mary Smith, Principal	Phone Number: Fax Number: Quote Date:		(847)585-1486 04/17/2014	
<u>Qty Unit</u>	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
1 Each	Application Software Pass Mgmt Ext Integration - Fobs/Existing ID Cards (V-RT-MU-PMI-EX) Total Applicatio	\$450.00	\$450.00 <b>\$450.00</b>	\$0.00 <b>\$0.00</b>	\$180.00 <b>\$180.00</b>
1 Each	Progress OpenEdge Software OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE) Total Progress OpenEdg	\$90.00	\$90.00 <b>\$90.00</b>	\$0.00 <b>\$0.00</b>	\$36.00 4 <b>\$36.00</b>
	Total Software, Hardware and Support Services Grand Total - ID Systems: * NOTE: Shipping is FOB - Origin		\$540.00 (Plus Tax and )	\$0.00 \$75( Shipping FOB - Origin Whe	



# WebTrac Basic Edition

Real-Time Internet Software VSI Quote Number: 41432 Please Review Notes on Last Page Software Pricing Is Valid For 120 Days Hardware Pricing Is Subject to Change

Description: <b>Prepared For:</b> Contact Name: Contact Email: Approved By:		e: Mary Smith, Principal il: smith@baecore.com	Phone Number: Fax Number: Quote Date:	(847)585-1486 04/17/2014	
Qty	v Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
		Application Software			
	<b>-</b> .	Application Software	<b>\$2.750.00</b>	<b>#0.750.00</b>	#770 00 -
1	Each	WebTrac Internet Software, 6-15 RecTrac Users (V-WT-SU-IS-6)	\$3,750.00	\$3,750.00	\$750.00 7
1	Each	WebTrac Activity Registrations (V-WT-SU-AR)	\$950.00 \$750.00	\$950.00	\$190.00 s
1	Each	WebTrac Facility Reservations (V-WT-SU-FR)	\$750.00	\$750.00	\$150.00 s
1	Each	WebTrac League Scheduling (V-WT-SU-LS)	\$750.00	\$750.00	\$150.00 a
1	Each	Mobile WebTrac (V-WT-SU-MWT)	\$1,950.00	\$1,950.00	\$350.00 9
1	Each	25 WebTrac Agents (V-WT-SU-AU)	\$625.00	\$625.00	\$125.00 10
1	Each	2nd "Bensenville" Database Discount (V-WT-SU-DSC)	\$4,390.00-	\$4,390.00-	\$0.00
		Total Appli	cation Software:	\$4,385.00	\$1,715.00
		Brogroop OpenEdge Software			
	<b>.</b> .	Progress OpenEdge Software		<b>*</b> ***	<b>*•</b> • • • • •
1	Each	OpenEdge V10 Application Server & RDBMS (T-PG-SU-WB)	\$877.00	\$877.00	\$343.00 11
		Total Progress Ope	nEdge Software:	\$877.00	\$343.00
		VSI-Add ons			
1	Each	WebTrac First Style Sheet Service Intital & Major (V-WT-IN-SS-1)	\$750.00	\$750.00	\$0.00 12
1	Each	Standard Splash Page Options (V-WT-CP-SP)	\$750.00	\$500.00	\$0.00 12
I	Each	Standard Splash Fage Options (V-WT-CF-SF)	\$300.00	\$000.00	φ0.00 13
		Το	tal VSI-Add ons:	\$1,250.00	\$0.00
		Support Services - Training & Travel Expenses			
3	Day(s)	Installation/Training, Municipal, On-Site/Day (X-S-TNG-01)	\$720.00	\$2,160.00	\$0.00
3	Each	Travel Expenses - per day (estimated) (X-X-EXP)	\$330.00	\$990.00	\$0.00 e
Ũ	Laon		4000.00	4000.00	<b>\$0.00</b>
		Total Support Services - Training & T	ravel Expenses:	\$3,150.00	\$0.00
		Total Software, Hardware and S	Support Services	\$9,662.00	\$2,058.00
			I - WebTrac:	\$11,72	
		* NOTE: Shipping is FOB - Origin	(Hus It	ix and Shipping FOB - Origin Wi	iere Abblicapie)



# WebTrac Workgroup Edition Real-Time Internet Software VSI Quote Number: 41432 Please Review Notes on Last Page Software Pricing Is Valid For 120 Days Hardware Pricing Is Subject to Change

Description: Prepared Fo Contact Nam Contact Emai Approved By:	e: Mary Smith, Principal ii: smith@baecore.com	Phone Numbe Fax Number: Quote Date:	er: (847)585-148 04/17/2014	6
<u>Qty Unit</u>	Description	Unit Price	Extended Price	Annual Maint/Svs
1 Month	Hosting Services VSI Hosting Service Platinum 7-15 Users (V-TV-HS-P2)	\$1,075.00	\$1,075.00	\$12,900.00 14
		Total Hosting Services:	\$1,075.00	\$12,900.00
		vare and Support Services Id Total - WebTrac: (Plus)	\$0.00 \$12, Tax and Shipping FOB - Origi	\$12,900.00 ,900.00

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<b>N</b>	Constant Constants of a second constants
R M	Recreation & Parks Software

# PayTrac Application Software & Hardware Credit and Debit Card, Electronic Check, & Gift Card Interface VSI Quote Number: 41432

Please Review Notes on Last Page Software Pricing Is Valid For 120 Days Hardware Pricing Is Subject to Change

Description: Prepared For: Contact Name Contact Email: Approved By:	: Mary Smith, Principal	Fax	Phone Number: Fax Number: Quote Date:		
Qty Unit	Description	Unit Price	Extended Price	Estimated Shipping*	Annual Maint/Svs
1 Each	Application Software VSI Credit Card External Redirect Interface (V-PT-IN-ERI)	\$750.00 Application Software:	\$750.00 <b>\$750.00</b>	·	\$150.00 15 <b>\$150.00</b>
	Total Software, Hardware	••	\$750.00		\$150.00
	Grand * NOTE: Shipping is FOB - Origin	Total - PayTrac:	(Plus Tax and	\$90 Shipping FOB - Origin Wh	



Please Review Notes on Last Page Software Pricing Is Valid For 120 Days Hardware Pricing Is Subject to Change

Description: <b>Prepared Fo</b> Contact Nan Contact Ema Approved By	ne: Mary Smith, Principal ail: smith@baecore.com	Phone Nun Fax Numbe Quote Date	er:	6
<u>Qty Unit</u>	Description	Unit Price	Extended Price	Annual Maint/Sys
1	<u>VSI-Add ons</u> ODBC Reporting Database Setup (X-S-PGM-10)	\$1,000.00	\$1,000.00	\$0.00
		Total VSI-Add ons:	\$1,000.00	\$0.00
	Total Software, Harr	dware and Support Services	\$1,000.00	\$0.00
	Grand	Total - VSI Add-ons:	\$1, Plus Tex and Shipping FOB - Origin	000.00 n Where Applicable)

If Bensenville requires any assistance understanding the RecTrac db schema, then this support is chargeable at the rate of \$130 per hour. The reporting database is a COPY of the live database that gets refreshed once per 24 hour period after normal business hours. This database will be setup with Read-Only access and will be secured with an SSL connection. VSI will provide the self-signed SSL certificate.



# Proposal Summary Pricing VSI Quote Number: 41432

Please See Detail Breakdown on Following Pages

Description: Prepared For: Contact Name: Contact Email: Approved By: Exhibit B - Quote 2-Year Payment Plan Baecore Group, Schaumburg, IL Mary Smith, Principal smith@baecore.com Robert Willey (bobw@vermontsystems.com)

Phone Number: Fax Number: Quote Date:

(847)585-1486 04/17/2014

- 1 Standard PMP software enables (optional) capture of photo image during registration, and display of photo during Visit Check-In. You can also add the PMP ID software interface to print multi-color plastic photo ID cards.
- 2 In order to use the graphical touch screen option in other modules, you must also license the POS Inventory module.
- 3 The Workgroup System is quoted for those organizations with 2-39 concurrent users. The pricing for the actual number of licensed concurrent users is found on the RecTrac quote page under the Application Software section. Two concurrent users are included with the purchase of the first RecTrac module. Additional concurrent users are priced as Additional Users Over 2 (concurrent).
- 4 VSI uses 4GL Progress V10 OpenEdge software to develop and deploy its' Release 10 software applications, The Progress software includes Client Networking, WebClient, SQL Client Access, ODBC/JDBC Drivers, & AppServer Internet Adapter. VSI also embeds the required Progress OpenEdge Workgroup RDBMS (Relational Database Management Software) with its' applications.
- 5 You can select any of the current nearly 100 standard GL interfaces and 4 AP interfaces at this price. If a custom interface is needed, VSI will provide a quote, after reviewing the requirements. The implementation procedures for all interfaces are as follows: The VSI trainer will select (default) the appropriate vendor interface in RecTrac/GolfTrac and show customer how to generate the batch export file that contains the summary or detailed transactions for the day (or any date range). At this point, it is the customer's responsibility to contact the financial software vendor to arrange for assistance to import the batch file for posting to the cash receipts or general ledger system.
- 6 The included expenses are ESTIMATED for airfare, lodging, meals, parking, tolls, and rental vehicle (for non-flying trips, car rental can be more due to tolls and gasoline usage). Actual expenses are billed after each trip. For states with Cashless Tolls, there may be a delay in billing these charges as we sometimes don't get these bills from the car rental companies until weeks after a trip is complete.
- 7 WebTrac enables your customers to process RecTrac transactions real-time using a browser via the internet.

The WebTrac module does NOT include hosting services, which are priced separately. However, if needed VSI does offer two types of hosting services: Web Server Only or Web Server & Database. If you need Web Server Only hosting and your IT department or your off-premise web hosting vendor does'nt allow third party software to be installed on its servers, then VSI can offer Web Server Only hosting with a monthly fee, which is billed on annual basis. If you need full Web Server & Database hosting services, VSI will provide by installing your software on its servers at its TechVault data center with monthly billing.

- 8 WebTrac modules require respective RecTrac licensed modules in order to process web transactions.
- 9 Mobile WebTrac provides patron access to select functions on a smart phone mobile browser. Functions such as booking a tee time, enrolling in a class, viewing a calendar of events, making a payment, and displaying their pass barcode are a few of the operations that patrons will be able to access on their phone. All patron related functions that are developed for Mobile WebTrac will be available under this one license fee. In summary, Mobile WebTrac encompasses all of the functions that have been developed across all WebTrac modules.

Mobile Hardware Options: any modern smart phone with or without a bar code scanner, depending on the the application.

- 10 The 25 Agents are required for processing Web transactions. Each Agent can service multiple requests to process hundreds of simultaneous transactions.
- 11 VSI uses the Progress Application Development & Deployment software to develop and deploy our Web applications that provide real-time Web transaction processing in RecTrac and GolfTrac.
- 12 VSI will customize the WebTrac stylesheet to match the appearance of your web site as closely as possible. After you have finalized your WebTrac page specifications, you will be asked to sign an approval form. VSI will provide the stylesheet programming services and then you will be asked to verify that the results match your specs. If you asked for additional changes following the completion of the initial styling then each major change request is priced at \$750.00. Minor & Seasonal change requests are priced at \$375.00 each.



Proposal Summary Pricing VSI Quote Number: 41432

> Please See Detail Breakdown on Following Pages

Description: E Prepared For: B Contact Name: M Contact Email: s Approved By: R

Exhibit B - Quote 2-Year Payment Plan Baecore Group, Schaumburg, IL Mary Smith, Principal smith@baecore.com Robert Willey (bobw@vermontsystems.com)

 Phone Number:
 (847)585-1486

 Fax Number:
 04/17/2014

04/17/2014

13 The Standard Splash Page Option gives you the choice of one of 10 Standard Spash page options. Our 10 standards are available on our website to "try out", helping you to decide which option is best for your organization.

The \$500 fee includes our support personnel assisting in the implementation of the template on your site. This typically takes 2-4 hours. Any time over 4 hours due to changes the customer asks for, will be charged at \$100/hr. If you want design changes to any of the standard templates that require the VSI Development team, we will provide you a quote for Custom Programming @ \$130/hour.

14 The Hosting Services Fee does NOT include the software annual maintenance fees.

Prior to selecting the hosting option, we require customer to test/verify connectivity from all locations. Please contact VSI Sales for additional information and scheduling, 877-883-8757 - option #2 or email sales@vermontsystems.com.

15 Depending on the Gateway you select, there could be setup fees charged by the Gateway up to \$150 per merchant account. There also could be transaction fees up to .075 cents per transaction.

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# EXHIBIT E Vermont Systems Cloud Computing Services Tech Vault Data Center

# 1. Complete Managed Hosting Services:

VSI owns and manages redundant servers and communications devices that are installed at the Tech Vault data center. These systems are operational on a 24/7/365 basis. VSI provides its hosting services customers with Progress Deployment software support, Progress RDBMS database support, and extended hours Pager support as described in VSI's Sales & Support Policies (Exhibit A in the VSI Sales Agreement). Initially, this includes live hosting phone support from 8:00am to 8:00pm, Monday – Friday, plus no charge Pager support for all other 24/7 hours. As the number of hosting customers grows, live hosting phone support will be expanded accordingly.

# 2. Tech Vault Data Center Base Hosting Services:

Tech Vault, a VSI business partner, assists VSI to provide complete data center hosting services for VSI customers. Tech Vault has a Green Building Council Gold Certification and is HIPAA, PCI-DSS, LEED Silver, and SSAE-16 certified. They are currently in the process of LEED Gold certification.

### **Data Center Space:**

- APC InfraStruXure In-Row cooling and humidification technology with multi-stack chillers/cooling towers.
- Uses Schneider Electric LAN Integrated Continuum software to manage facility operations and data collection.
- APC Keycard rack security.
- HIPAA-compliant facility with exterior walls built to Homeland Security specifications.

# Data Center Cooling & Environment:

- APC industry-leading In-Row cooling with integrated humidification.
- Cooling accommodates standard, high density, and super high density rack environments.
- Fully redundant N + 1 architecture.

# Security & Access:

- Man-Trap access-only with dual-factor finger biometric scan and integrated HID proximity reader.
- Keycard and biometric facility access.
- Authorized VSI access 24/7/365.
- Video surveillance cameras, internal and external, 24/7/365 basis.
- Located next door to South Burlington Police Department.

# **Power:**

- Data Center UPS infrastructure uses APC's Symmetra systems.
- Fully redundant N + 1 dual-power feeds from APC PDU's.
- Automatic generator back-up systems dual 800kw diesels.

# **Internet Services:**

- Data Center is ISP Carrier neutral facility.
- Two tier-one providers Level 3 and Fairpoint.
- Tech Vault is a node on each carrier's regional SONET ring.
- Dual fiber routes installed from both providers.
- Virtually unlimited internet capacity available.
- Internet utilizes Border Gateway Protocol to provide 100% internet availability.

# Additional Tech Vault Features:

- 24/7/365 Facility Environmental Monitoring by Tech Vault staff.
- 3M NOVEC 1230 Clean Agent Fire Suppression Agent.
- Hardware Monitoring (SNMP) and Diagnostics.
- Operating System Monitoring and Patch Management.
- Network documentation, diagram, and copies of configuration files.
- Environmental Rack Reporting (Power, Cooling, Security, & Bandwidth Utilization.
- 100% uptime for bandwidth and power.

# 3. VSI Managed Hosting Services:

- Redundant hosting servers, routers, and switches with automatic fail-over.
- Progress Deployment software support and Progress RDBMS database support.
- Automatic VSI program updates with deployed webclient upgrades (see VSI Software Upgrade Checklist).
- Database daily backup and database restore, as requested, and copy live to demo.
- RecTrac and WebTrac only generated email service. (Not to be used as a general mail server)
- Regularly scheduled Vulnerability Assessment.
- Managed hosting services anti-virus protection.
- All VM services are hosted in a private cloud.

# 4. VSI Additional Chargeable Hosting Services:

- Periodic database performance audits and tuning.
- Assisted HTML development of splash pages and implementation.

# 5. SSL (Secure Sockets Layer) Certificate:

VSI will provide the SSL Certificate for the hosting servers. While the flow of data between the hosting servers and the Customer's remote users' is encrypted using the SSL provided, VSI is not responsible for any loss of data beyond our control.

# 6. Fire Wall Rules:

VSI is responsible for configuring and maintaining the firewall rules for the hosting servers and will notify the Customer of any changes that would impact the Customer's access to the application database. The Customer is responsible for configuring and maintaining firewall rules for all Customer locations.

# 7. Periodic Hosting Servers Maintenance:

VSI will provide the Customer with advance notice when the hosting servers will be unavailable due to scheduled maintenance. VSI will coordinate with the Customer to minimize down time for scheduled maintenance.

# 8. VSI Hosting Servers Technical Support:

If the source of a technical problem exists within the systems or technology under VSI management, no charge will apply. For example, a technical issue, such as, your hosting server becomes unreachable due to a network or hardware failure. This example is for reference purposes only and should not be misconstrued as the only issue that might arise over time.

# 9. ERI PayTrac License:

The Customer must license one of the VSI certified ERI credit card interfaces to process office and online payments and to ensure that credit card data is encrypted and secure. If pin debit card payments are to be accepted, then a VSI ERI pin debit card interface will be required for the same processor. If check payments are to be processed electronically, a VSI eCheck interface will also be required.

# **10. Hosting Penalties:**

There shall be no downtime penalty for scheduled operating system upgrades, scheduled Progress software updates, application software upgrades, DNS outages, and application database upgrades. Except for these scheduled downtimes, VSI expects over 99.7% uptime. Therefore, if the software applications are unavailable for customer use for more than 26 hours of a total 8760 hours in a calendar year due to hosting services, VSI will credit the customer with a prorated amount for any lost time exceeding 26 hours to the nearest 15 minutes.

# EXHIBIT F - VSI HOSTING SERVICES Service Level Feature Comparison

ltem	Description	Silver	Gold	Platinum
1.	Flat monthly fee (no transaction fees) based on Service Level and number of concurrent users.	Yes	Yes	Yes
2.	No forced convenience fee passed onto patrons. VSI customer can elect to charge the patron a convenience fee for WebTrac transactions, but this is a user-defined parameter.	Yes	Yes	Yes
3.	Servers managed by VSI in secure TechVault Data Center located in South Burlington, VT. All server hardware and operating system maintenance is done by trained VSI professionals.	Yes	Yes	Yes
4.	All VSI application updates will be published by VSI and will be automatically loaded by customer workstations at next login.	Yes	Yes	Yes
5.	All VSI application upgrades will be performed by VSI. These upgrades will involve "planned" downtime and will be coordinated with the customer during off-peak hours. Program updates related to these upgrades will be deployed normally through the VSI Deployment Server.	Yes	Yes	Yes
6.	Test application upgrades performed prior to the live database upgrade so that a customer will have an accurate understanding of the planned downtime period needed to perform the upgrade.	Chargeable	Chargeable	Yes
7.	After Image (.AI) snapshot window in minutes. These snapshots reduce the potential data loss if a system failure takes place. A lower value equates to greater "insurance coverage".	180	120	60
8.	Daily Live Database Backups and nightly off-premise backups are performed by VSI on a rolling 7 day basis. In addition, VSI will maintain a rolling quarter-end backup and a rolling annual backup for three years.	Yes	Yes	Yes
9.	Receipt, photo, button, and other similar PDF, JPG, DAT, BMP, and D files that exist outside the application database will be organized by VSI. In addition, these files will be archived daily using the normal backup schedule covered in Item #8.	Yes	Yes	Yes
10.	Toll Free phone support including WebEx diagnostic sessions.	Yes	Yes	Yes
11.	ODBC Connection for third party access to database to accommodate dashboards and custom reporting.	tie	i Nz	Yes
12.	Redundant servers, power supplies, bandwidth in and out of the hosted servers, network connections, RAID 10 disk arrays, and SAN/NAS configuration.	Yes	Yes	Yes

# EXHIBIT F - VSI HOSTING SERVICES Service Level Feature Comparison

Item	Description	Silver	Gold	Platinum
13.	Monthly third party external PCI scan done by Trustwave	Yes	Yes	Yes
14.	Automatic checks every "X" minutes to be sure WebTrac home page is accessible.	90 Min	60 Min	30 Min
15.	Library of WebTrac Splash Pages available for loading into a customer's hosted database.	Chargeable	50% Disc	No Charge
16.	WebTrac Style Sheet and image changes forced by a VSI enhancement or update will be updated by VSI.	Yes	Yes	Yes
17.	Staff training using phone and WebEx when applicable. These hours can be used to train new staff; refresher sessions for existing staff; or to learn a new function in a VSI hosted application. Each training segment is a maximum of four hours and cannot be broken into multiple sessions.	Chargeable (Standard Training Rate Applies)	One Session	Two Sessions
18.	Library of Membership Card, Gift Card, and Ticket templates available for loading into a customer's hosted database.	Yes	Yes	Yes
19.	Maximum recovery time associated with any unplanned outage.	12 Hours	6 Hours	2 Hours
20.	24/7 Pager Support related to hosting issues included at no additional charge. Hosting support ends at the RecTrac login screen. Once inside RecTrac, all standard support services will apply.	Yes	Yes	Yes
21.	LIVE to DEMO database copies performed by VSI during standard support hours. Number in this column represents the copies allowed per month at no additional charge.	1	2	4
22.	Web Agents included for processing both staff and patron functions. Each agent can handle approximately 30-35 simultaneous requests per second.	10	25	50
23.	<ul> <li>Key data center facts:</li> <li>A) HIPAA-compliant facility built to Homeland Security specifications.</li> <li>B) Fully redundant N+1 architecture</li> <li>C) Man-Trap access only with dual-factor biometric scan and integrated HID proximity reader.</li> <li>D) Two Tier-One internet providers (Level 3 and Fairpoint) with dual fiber routes installed by both providers.</li> <li>E) Green Building Council Gold Certification</li> <li>F) PCI-DSS and SSAE-16 (formally SAS70) Certified</li> </ul>	Yes	Yes	Yes

# VSI HOSTING SERVICES Items Outside The Hosting Agreement Paid As Incurred

ltem	Description
1.	End-User Training (on-site or phone)
2.	Hardware Purchases
3.	Shipping
4.	Travel Expenses
5.	Database schema training associated with an ODBC connection. Any assistance provided to a customer helping them to understand tables and fields in a VSI database so that they can create an external dashboard, report, export, or similar result, is chargeable.



Vermont Systems, Inc. 12 Market Place Essex Junction, VT 05452

(802) 879-6993

Bill To: Village of Bensenville

Todd Finner 12 South Center Street Bensenville, IL 60106



Customer No.: IL-V OF BENS Invoice No.: 52861

Ship To: Village of Bensenville 12 South Center Street Bensenville, IL 60106

Date		Ship Via	F.O.B.	Terms	
12/01/16		Ground	Origin	Net 30	
Purchase	e Order Numbe		Sales Person	Our Order	
	Quantity	02/16/16 Item Number	Description	419 Unit Price	97 Amount
	,	O.	Description	Offict fice	Amount
1.000	1.000	V-RT-MU-AR-M	Activity Reg-M/U Annual MA.	490.00	490.00
1.000	1.000	V-RT-MU-FR-M	Facility Res-M/U Annual MA	490.00	490.00
1.000	1.000	V-RT-MU-PM-M	Pass Mgmt Photo-M/U Annual Maintenance (NO Print Pass/ ID Card)	490.00	490.00
1.000	1.000	V-RT-MU-PMI-EX-M	Pass Mgmt Ext Integration- Fobs/Existing ID Cards Maintenance	180.00	180.00
1.000	1.000	V-RT-MU-PS-M	POS Inventory-/Inventory/ Tickets M/U Annual MA	490.00	490.00
1.000	1.000	V-RT-MU-SA-M	RT SystemAdmin. M/U Annual Maintenance	400.00	400.00
6.000	6.000	V-RT-MU-AU-M	RecTrac Add'l User Annual MA Over Two	50.00	300.00
1.000	1.000	T-PG-M	Progress Annual Maintenance	568.00	568.00
1.000	1.000	V-RT-IN-GL-M	General Ledger Interface maintenance	300.00	300.00
1.000	1.000	V-RT-IN-AR-M	VSI Activity Reg Custom Brochure Interface Maintenance	300.00	300.00
1.000	1.000	V-WT-SU-IS-6-M	Web Internet Software, Incl:RT Integration s/w 6-15 Users, Annual MA, 25 Agents.	750.00	750.00
1.000	1.000	V-WT-SU-AR-M	WebTrac Activity Reg Annual Maint, 1-15 Users	190.00	190.00
1.000	1.000	V-WT-SU-FR-M	WebTrac Facility Reserv, 1-15 Annual Maint.	190.00	190.00
1.000	1.000	V-WT-SU-AU-M	WebTrac InternetS/W 25 Add'l Usr Annual Maint for WebTrac 25 Agents	125.00	125.00
1.000	1.000	T-PG-SU-WB-M	Progress WebSpeed Transact. Server, Annual MA	251.00	251.00
1.000	1.000	V-PT-IN-PP-M	Plug n' Pay Credit Card Processor Interface Annual Maintenance	600.00	600.00
12.000	12.000	V-HS-P2	VSI Hosting Service Platinum 7-15 Users Monthly Fee	1200.00	14400.00
			NOTE: New 2014 pricing		







reflected in line items







Vermont Systems, Inc. 12 Market Place Essex Junction, VT 05452

(802) 879-6993

Bill To: Village of Bensenville

Todd Finner 12 South Center Street Bensenville, IL 60106



Customer No.: IL-V OF BENS Invoice No.: 52861

Ship To: Village of Bensenville 12 South Center Street Bensenville, IL 60106

Date	Ship Via	F.O.B.	Terms	
12/01/16	Ground	Origin	Net 30	
Purchase Order Number	Order Date	Sales Person	Our Orde	r Number
	02/16/16		419	997
Quantity	Item Number	Description	Unit Price	Amount
Required Shipped B.O.		above.		
		NOTE:2017 reflects 3% increase.		
		NOTE: Discount will be reduced each yr by 3% beginning 2017.		
		NOTE: New items below added after price increase not included in discount.		
5.000 5.000	V-RT-MU-AU-M	RecTrac Add'l User Annual MA Over Two	50.00	250.00
1.000 1.000	T-PG-M	Progress Annual Maintenance	50.00	50.00
		Invoice subtotal Discount		20814.00 -1519.65
		Invoice total		19294.35

COVERS: 1/1/17-12/31/17











TYPE: Resolution

# SUBMITTED BY:

Joe Caracci

DEPARTMENT: Public Works **DATE:** February 28, 2017

# **DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with Twin Supplies, Ltd. for the Ice Rinks and WWTP Administration Building Lighting Replacement Project (DCEO Incentive) in the Not-to-Exceed Amount of \$48,000

# SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

X X	Financially Sound Village Quality Customer Oriented Services Safe and Beautiful Village	Enrich the lives of Residents Major Business/Corporate Center Vibrant Major Corridors	
<b>CON</b> 1& E	IMITTEE ACTION:	<b>DATE:</b> February 21, 2017	

# BACKGROUND:

The Village owns and maintains Facilities such as Village Hall, Police Station, Public Works Facilities, Edge lce Arena, Aquatic Center, Theatre, Redmond Park, etc. These facilities have many components to them that require maintenance, repair, and replacement. When opportunities arise that allow the Village to take advantage of cost savings, we try to capitalize on them.

# **KEY ISSUES:**

The Department of Commerce and Economic Opportunity (DCEO) is a major source of grant funding for the Village when it comes to energy efficiency projects. The Village has capitalized on a number of grants from streetlight replacement, facility lighting retrofits, energy efficient blowers (WWTP), and high efficiency HVAC units just in the last five years.

DCEO recently announced that they are providing a limited time bonus to their lighting grant program under the Public Sector Energy Efficiency Program. This bonus basically doubles the incentive received from the program. The caveats of the bonus are that the projects must be installed by May 8, 2017.

The Village has already considered five projects for this program. This item introduces two additional projects - Edge II ICe Rink Lights and the WWTP Administration Building lighting upgrade.

**Edge II Ice Rink Project** - This project includes the replacement of 144 light fixtures over the two sheets of ice. The proposal also includes all the necessary installation brackets, wiring, and installation costs. As this installation will be over the rink itself, we are recommending having the contractor perform the installation. Cost for this project is \$39,917. The ROI for this project is 2.6 years. The 10 Year Payback for this project is \$156,488.

<u>WWTP Administration Building Lighting Project</u> - This project includes the replacement of 89 interior lighting fixtures on three floors. These lights were to be completed as part of the WWTP Upgrade Project but were removed in Change Order No. 1. The proposed labor cost was \$4,000; however, we feel we can perform this installation with in-house staff. Cost for this project is \$7,299. The ROI for this project without labor is 1.6 years. The 10 Year Payback for this project is \$44,250.

The total cost for all four projects as described (using in-house staff when appropriate) is \$47,216. Staff is requesting an agreement in the amount of \$48,000 to allow for small modifications that may arise during installation as well as final incentive adjustments.

Payment for the work will occur after installation and receipt of the DCEO incentive. Therefore, we should see quick response from the contractor in order for them to get paid quickly.

# ALTERNATIVES:

Discretion of the Village Board.

# **RECOMMENDATION:**

At the February 21, 2017 Infrastructure & Environment Committee Meeting, the Committee requested additional information regarding where we could find up front funding within our budget to support these additional projects.

# **BUDGET IMPACT:**

This was an unexpected and unbudgeted item, however, this incentive is not expected to be repeated. After discussions with Finance Director Thakkar, we have included a budget analysis to this item to identify where we anticipate to fund all the DCEO projects.

# **ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of a Contract with Twin Supplies, Ltd. for the Village Facility Lighting Replacement Project (DCEO Incentive) in the Not-to-Exceed Amount of \$48,000.

# **ATTACHMENTS:**

<u>Upload Date</u>	<u>Type</u>
2/22/2017	Resolution Letter
2/22/2017	Backup Material
2/23/2017	Backup Material
2/23/2017	Backup Material
2/23/2017	Backup Material
	2/22/2017 2/22/2017 2/22/2017 2/22/2017 2/22/2017 2/23/2017 2/23/2017

# **RESOLUTION NO.**

# AUTHORIZING THE EXECUTION OF A CONTRACT WITH TWIN SUPPLIES, LTD. FOR THE VILLAGE FACILITY LIGHTING REPLACEMENT PROJECT (DCEO INCENTIVE) IN THE NOT-TO-EXCEED AMOUNT OF \$48,000

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

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

WHEREAS the Village of Bensenville owns and maintains multiple facilities that require routine maintenance, repair, and replacement of different components, and

WHEREAS the Village of Bensenville, in an effort to preserve its infrastructure, and maintain beautiful facilities for all those who pass through our Village performs preventative maintenance to achieve these goals, and

WHEREAS the Department of Commerce and Economic Opportunity (DCEO) is a State Agency that provides grant incentives on energy efficiency projects, and

WHEREAS the Village of Bensenville desires upgrade our facility lighting fixtures to more efficient LED fixtures, and

WHEREAS DCEO has offered a one-time bonus incentive for agencies that have the ability to purchase and install fixtures prior to May 8, 2017 that will in effect almost double the grant funding, and

WHEREAS the Village of Bensenville desires to hire a contractor to purchase and install these fixtures to assure they will be installed by the May 8 deadline, and

WHEREAS the Village of Bensenville requested proposals our interior lighting contractor (Twin Supplies, Ltd.) on two separate project, and

WHEREAS the Edge II Ice Rink Project includes lighting replacement over the two ice rinks at an estimated net cost (including labor) of \$39,917, and

WHEREAS the WWTP Administration Building Lighting Project includes lighting replacement on the interior of the building at an estimated net cost (labor to be performed in-house) of \$7,299, and

WHEREAS the total cost of all four projects is \$47,216, and

WHEREAS the Village desires to utilized the services of Twin Supplies, Ltd. for the purchase and installation (where applicable) of the lighting, and

WHEREAS staff requests initiating a contract with Twin Supplies for a not to exceed amount of \$48,000 to account for potential modifications in the field.

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

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

<u>SECTION TWO</u>: The Village Board authorizes and approves the attached Resolution authorizing a contract with Twin Supplies, Ltd. of Oak Brook, IL for Edge II and WWTP Admin Lighting Replacement Project (DCEO Incentive) for an amount not to exceed \$48,000.

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

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

APPROVED:

Temporary Chairperson

ATTEST:

Ilsa Rivera-Trujillo, Village Clerk

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

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

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

# High Efficiency Lighting

http://twinsupplies.net PHONE: (630) 590-5138 1010 JORIE BLVD, Suite 124 FAX: (630) 537-1045 EI

124 OAK BROOK, IL 60523 EMAIL: info@twinsupplies.net 
 Date
 Estimate #

 2/16/2017
 12365A

Bensenville Public Works 717 E. Jefferson Bensenville, IL 60106

# Ship To The Edge Ice Arena 725 E Jaffarson St

735 E Jefferson St Bensenville, IL 60106

	Customer Contact	Customer Phone				-
-		630-350-3432			Rep	Project
		000 000 0 102			C&A	
	Item	Desc	cription	Qty	Rate	Total
		ICE RINKS				
DELVIR	O-TITANHB160	DELVIRO - TITAN 4FT 15 LUMENS; 5000K; 6FT CO 10YR WARRANTY		94	419.00	39,386.00
PHILIPS	3-EVO KIT SR 2X2 4000K		KIT SENSOR READY; 29W AYLIGHT HARVESTING.	6	120.00	720.00
PHILIPS	S-EVO KIT SR 2X4 4000K	PHILIPS - 2X4 LED EVO 4,200 LUMENS; 4000K; D	KIT SENSOR READY; 37W; AYLIGHT HARVESTING.	. 44	143.00	6,292.00
LABOR		LABOR -			8,550.00	8,550.00
LIFT CH	IARGE	LIFT CHARGE			500.00	500.00
DCEO-IN	NCENTIVE	DCEO-INCENTIVE BASE PY9 REBATE AMOUNTS is received, the full amount Twin Supplies the next day <sup>3</sup>	***When the incentive check of the check will be due to		-15,531.84	-15,531.84
Thank yo	ou for your business!	1	5	Subtotal		\$39,916.16
	Check ou	t some of our projects on o		Sales Ta	x (0.0%)	\$0.00



Total



Christopher Skokna: +1 (708) 609-0784 E-mail: chrisjmj@comcast.net

Payback Analysis						
This Analysis is for:	Ice Arena					
	[	BEFORE RETROFIT	AFTER RETROFIT			
Total "Before" & "After" Consumption (watts):	[	40,134	16,748			
Annual Burn Hours/1,000:	burn hours 5,460	5.46	5.46			
Annual Consumption (KW): Cost of Energy per KWH: Annual Energy Cost (Before & After Retrofit) >	\$0.100	219,131.64 <u>\$0.100</u> <b>\$21,913.16</b>	91,444.08 <u>\$0.100</u> <b>\$9,144.41</b>			

# After Retrofit

Energy savings (Before - After Energy Cost):	\$12,768.76	
Maintenance savings (number of fixtures):	144	
Maintenance savings (cost/fixture):	\$20.00	\$2,880.00
Total Annual Savings After Retrofit > > > > > > > >	·>>>>>>>	\$15,648.76 **

Savings	Summary	/ and Pav	vback
outnigo	Gaiman		, Maon

Total Annual Savings After Retrofit:	\$15,648.76	]
Cost of Upgrade:	\$39,916.16	
	\$39,916.16	
Payback (In Years): Payback (In Months):	2.6 31	years months
Return On Investment:	39.20%	]
Total 5 Year Savings (energy + maint):	\$78,243.78	I
Total 10 Year Savings (energy + maint):	\$156,487.56	

\*\* Additional Energy Savings is achieved in air conditioned buildings due to the lower heat output of energy efficient lighting.

# High Efficiency Lighting

http://twinsupplies.net PHONE: (630) 590-5138 1010 JORIE BLVD, Suite 124 FAX: (630) 537-1045

OAK BROOK, IL 60523 EMAIL: info@twinsupplies.net

Date Estimate # 2/16/2017

12364A

Ship To

Village of Bensenville 717 E. Jefferson

717 E. Jefferson Bensenville, IL 60106

Bensenville Public Works

	Customer Contact	Customer Phone		ſ		,
		630-350-3432			Rep	Project
l					C&A	
	Item	Dese	cription	Qty	Rate	Total
		Waste Water				
DELV	IRO-ZIP4-40-OCC	DELVIRO - 4FT ZIPLIGH LUMENS; FROSTED LEN YEAR WARRANTY; DLC	IS WITH ENDCAPS; 10	35	183.00	6,405.00
DELV	IRO-ZIP4-60-OCC	DELVIRO - 4FT ZIPLIGH LUMENS; OCC; FROSTE 10 YEAR WARRANTY; D	D LENS WITH ENDCAPS;	5	210.00	1,050.00
PHILI	PS-EVO KIT SR 2X4 4000K		KIT SENSOR READY; 37W; AYLIGHT HARVESTING.	43	143.00	6,149.00
LUME	CON- LC-SM-25-NW	[L37] LUMECON 9" X 9" LUMENS LED; 90,000 HO WARRANTY(DLC)		4	167.00	668.00
DELV	IRO-TITANHB120C OCC	DELVIRO - TITAN 3FT 11 LUMENS; 5000K; 6FT CO OCCUPANCY SENSOR -0 10YR WARRANTY	RD; HANGING KIT;	2	0.00 410.00	0.00 820.00
TCP-20	0719	[L20] TCP-2 PADDLE WI 1.8 W PER LAMP	HT RETRO W/4ADAP 120V	5	35.00	175.00
LABO	R	LABOR -			4,000.00	4,000.00
			s	ubtotal		
		It some of our projects on c		ales Tax	c (0.0%)	
1438 11 1		ttp://twinsupplies.net/blog,	/	otal		

**ESTIMATE** 

# High Efficiency Lighting

http://twinsupplies.net PHONE: (630) 590-5138

# 1010 JORIE BLVD, Suite 124 FAX: (630) 537-1045

OAK BROOK, IL 60523 EMAIL: info@twinsupplies.net

Ship To

Village of Bensenville 717 E. Jefferson

Date Estimate # 2/16/2017

**ESTIMATE** 

12364A

Bensenville Public Works
717 E. Jefferson
Bensenville, IL 60106

Customer Contact	Customer Phone	Г	r	
	630-350-3432		Rep	Project
			C&A	
Item	Description	Qty	Rate	Total
DCEO-INCENTIVE	DCEO-INCENTIVE BASED UPON APPROV PY9 REBATE AMOUNTS ***When the incen is received, the full amount of the check will be Twin Supplies the next day****	tive check	-7,968.00	-7,968.00
hank you for your business!		Subtotal		\$11,299.00
	aut come of our projects on our block	Sales Tax	x (0.0%)	\$0.00
	out some of our projects on our blog: http://twinsupplies.net/blog/	Total		\$11,299.00

Christopher Skokna: +1 (708) 609-0784 E-mail: chrisjmj@comcast.net

Payback Analysis						
This Analysis is for:	Waste Water					
		BEFORE RETROFIT	AFTER RETROFIT			
Total "Before" & "After" Consumption (watts):	[	11,663	3,570			
Annual Burn Hours/1,000:	burn hours 4,368	4.368	4.368			
Annual Consumption (KW): Cost of Energy per KWH: Annual Energy Cost (Before & After Retrofit) >	\$0.100	50,943.98 <u>\$0.100</u> <b>\$5,094.40</b>	15,593.76 <u>\$0.100</u> <b>\$1,559.38</b>			

# After Retrofit

Energy savings (Before - After Energy Cost):		\$3,535.02
Maintenance savings (number of fixtures):	89	
Maintenance savings (cost/fixture):	\$10.00	\$890.00
Total Annual Savings After Retrofit > > > > > > >	· > > > > > > > > > > > > > > > > > > >	\$4,425.02 **

Savings	Summary	and Pay	vback
ouvings	Gailling		<b>NUOK</b>

Total Annual Savings After Retrofit:	\$4,425.02	Ι
Cost of Upgrade:	\$7,299.00 <u>\$0.00</u> <b>\$7,299.00</b>	
Payback (In Years): Payback (In Months):	1.6 20	years months
Return On Investment:	60.63%	l
Total 5 Year Savings (energy + maint):	\$22,125.11	Ι
Total 10 Year Savings (energy + maint):	\$44,250.22	Ι

\*\* Additional Energy Savings is achieved in air conditioned buildings due to the lower heat output of energy efficient lighting.

# DCEO Incentive Projects - Budget Analysis

Project	Annual Energy Savings	Annual Maintenance Savings	Total Annual Savings	6 month Savings CY2017
Streetlight Replacement	\$29,698.50	\$14,600.00	\$44,298.50	\$22,149.25
Pool Lighting Replacement	\$15,410.30	\$4,050.00	\$19,460.30	\$9,730.15
Edge I / Aquatic Center Exterior Lighting	\$2,119.22	\$500.00	\$2,619.22	\$1,309.61
Edge II Exterior Lighting	\$1,534.48	\$500.00	\$2,034.48	\$1,017.24
Redmond Park Lighting	\$3,397.91	\$750.00	\$4,147.91	\$2,073.96
Edge II Ice Rink Lighting	\$12,768.76	\$2,880.00	\$15,648.76	\$7,824.38
WWTP Admin Building Interior Lighting	\$3,535.02	\$890.00	\$4,425.02	\$2,212.51
TOTAL	\$68,464.19	\$24,170.00	\$92,634.19	\$46,317.10

Project	Project Cost	Project Cost Requested	6 month Savings CY2017	Funds Needed / Shortfall	
Streetlight Replacement	\$10,729.13	\$15,000.00	\$22,149.25	-\$7,149.25	
Pool Lighting Replacement	\$19,969.00	\$22,500.00	\$9,730.15	\$12,769.85	
Edge I / Aquatic Center Exterior Lighting	\$2,889.00	\$3,500.00	\$1,309.61	\$2,190.39	
Edge II Exterior Lighting	\$4,195.00	\$4,500.00	\$1,017.24	\$3,482.76	
Redmond Park Lighting	\$3,874.00	\$4,500.00	\$2,073.96	\$2,426.05	
Edge II Ice Rink Lighting	\$39,917.00	\$40,000.00	\$7,824.38	\$32,175.62	
WWTP Admin Building Interior Lighting	\$7,299.00	\$8,000.00	\$2,212.51	\$5,787.49	
HVAC Replacement Funds (Delay Project)	-\$40,000.00	-\$40,000.00		-\$40,000.00	
REC Fund Savings (Budget Savings)	-\$12,700.00	-\$12,700.00		-\$12,700.00	
Streets Operation Budget (Budget Savings)	-\$7,500.00	-\$7,500.00		-\$7,500.00	
TOTAL	\$28,672.13	\$37,800.00	\$46,317.10	-\$8,517.10	

# DCEO Incentive Projects Payback Analysis

Project	Annual Energy Savings	Annual Maintenance Savings	Total Annual Savings	5 Year Savings	10 Year Savings
Streetlight Replacement	\$29,698.50	\$14,600.00	\$44,298.50	\$221,492.50	\$442,985.00
Pool Lighting Replacement	\$15,410.30	\$4,050.00	\$19,460.30	\$97,301.50	\$194,603.00
Edge I / Aquatic Center Exterior Lighting	\$2,119.22	\$500.00	\$2,619.22	\$13,096.10	\$26,192.20
Edge II Exterior Lighting	\$1,534.48	\$500.00	\$2,034.48	\$10,172.40	\$20,344.80
Redmond Park Lighting	\$3,397.91	\$750.00	\$4,147.91	\$20,739.55	\$41,479.10
Edge II Ice Rink Lighting	\$12,768.76	\$2,880.00	\$15,648.76	\$78,243.80	\$156,487.60
WWTP Admin Building Interior Lighting	\$3,535.02	\$890.00	\$4,425.02	\$22,125.10	\$44,250.20
TOTAL	\$68,464.19	\$24,170.00	\$92,634.19	\$463,170.95	\$926,341.90

Project	Project Cost	Total Annual Savings	Return on Investment ROI (years)	5 Year Savings Minus Project Costs	10 Year Savings Minus Project Costs
Streetlight Replacement	\$10,729.13	\$44,298.50	0.24	\$210,763.37	\$432,255.87
Pool Lighting Replacement	\$19,969.00	\$19,460.30	1.03	\$77,332.50	\$174,634.00
Edge I / Aquatic Center Exterior Lighting	\$2,889.00	\$2,619.22	1.10	\$10,207.10	\$23,303.20
Edge II Exterior Lighting	\$4,195.00	\$2,034.48	2.06	\$5,977.40	\$16,149.80
Redmond Park Lighting	\$3,874.00	\$4,147.91	0.93	\$16,865.55	\$37,605.10
Edge II Ice Rink Lighting	\$39,917.00	\$15,648.76	2.55	\$38,326.80	\$116,570.60
WWTP Admin Building Interior Lighting	\$7,299.00	\$4,425.02	1.65	\$14,826.10	\$36,951.20
TOTAL	\$88,872.13	\$92,634.19	0.96	\$374,298.82	\$837,469.77

# **Bensenville Memo**

From:	Amit Thakkar, Director of Finance
To:	Evan Summers, Village Manager & Joseph Caracci, Director of Public Works
Subject:	LED Lights for Recreation Department and Waste Water Treatment Plant
Date:	February 22, 2017

With reference to the above-mentioned subject and recent action taken by the Board of Trustees at the committee meeting on February 21, 2017, I am submitting as follows.

The Village wants to do the upgrade from regular lights to LED lights and the approximate cost for the same upgrade is \$98,000 for various Village facilities. Although, we have not budgeted the LED lights upgrade project for the year 2017, I recommend doing this upgrade and the following savings and/or efficiencies will allow us to do this project without going over the current approved budget for the Village of Bensenville for the fiscal year 2017.

						Additional
		Savings in	Net Funds			Funding
		Energy Cost	Needed for		Additional Funding	Source
Project Site	Project Cost	(6 months)	Project	Funding Source	Source	Amount
Street Lights	15,000.00	22,149.25	(7,149.25)	General Fund	-	
Pool Lighting	22,500.00	9,730.15	12,769.85	General Fund	-	
Redmond Park	4,500.00	2,073.96	2,426.04	General Fund	-	
Total	42,000.00	33,953.36	8,046.64		Capital Project Fund	8,046.64
EDGE I / Aquatics	3,500.00	1,309.61	2,190.39	<b>Recreation Fund</b>		
EDGE II Exterior	4,500.00	1,017.24	3,482.76	<b>Recreation Fund</b>		
EDGE II Ice Rinks	40,000.00	9,730.15	30,269.85	<b>Recreation Fund</b>		
Total	48,000.00	12,057.00	35,943.00		Capital Project Fund	35,943.00
WWTP Admin Interior	8,000.00	1,309.61	6,690.39	Water/Sewer	Water/Sewer Capital	6690.39
Grand Total	98,000.00	47,319.97	50,680.03			50,680.03

Items for Additional Funding Source	Amounts
HVAC - AC Units for Village Buildings	40,000.00
Recreation - Edge Exterior Doors	3,989.64
Total supported by Capital Project Fund	43,989.64
PW - Waste Water Admin Building	6,690.39
Total Supported by Water/Sewer Capital	6,690.39
Grand Total	50,680.03

The above capital improvement/operating items are expected to show the savings as shown above and will allow us to do the LED light upgrades without requesting additional appropriation/budget amendments. In the light of the above analysis, I recommend doing the LED upgrades, which will save the energy cost in the long run and will pay for itself in few upcoming years.