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 VILLAGE BOARD INFRASTRUCTURE AND ENVIRONMENT COMMITTEE MEETING AGENDA 7:15 PM February 21, 2017 Or Immediately Following the Recreation & Community Building Committee Meeting

Call to Order

Roll Call

Public Comment (3 Minutes per person with a 30 minute meeting limitation)

Approval of Minutes:

January 17, 2017 Infrastructure and Environment Committee Minutes

ACTION ITEMS

- 1. Consideration 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
- 2. Consideration of a 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
- Consideration 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
- 4. Consideration of a 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
- 5. Consideration 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
- 6. Consideration of 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 Contact 60B42 Related to the York-Irving Intersection Improvements in the Not-to-Exceed Amount of \$228,721
- 7. Consideration 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

- 8. Consideration 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
- 9. Consideration 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
- Consideration 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

INFORMATIONAL ITEMS

Adjournment

TYPE: Minutes SUBMITTED BY: Corey Williamsen DEPARTMENT: Village Clerk's Office DATE: February 21, 2017

DESCRIPTION:

January 17, 2017 Infrastructure and Environment Committee Minutes.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

COMMITTEE ACTION:

DATE:

BACKGROUND:

KEY ISSUES:

ALTERNATIVES:

RECOMMENDATION:

BUDGET IMPACT:

ACTION REQUIRED:

ATTACHMENTS: Description DRAFT_170117_I&E_Minutes

Upload Date 2/14/2017

Type Cover Memo

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

MINUTES OF THE INFRASTRUCTURE AND ENVIRONMENT COMMITTEE January 17, 2017

- CALL TO ORDER: Chairman DeSimone called the meeting to order at 7:13 p.m.
- **PRESENT:** Upon roll call by Deputy Village Clerk, Corey Williamsen, the following Board Members were present:

Chairman DeSimone, Carmona, Jaworska, Majeski, O'Connell, Wesseler

Absent: Wesseler

Village Clerk, Ilsa Rivera-Trujillo, was also present.

A quorum was present.

Staff Present: E. Summers, J. Caracci, M. Martella, S. Viger, C. Williamsen

Public Comment: There was no public comment.

Approval of Minutes:	The December 13, 2016 Infrastructure and Environment Committee Meeting minutes were presented.
Motion:	Trustee Jaworska made a motion to approve the minutes as presented. Trustee Carmona seconded the motion.
	All were in favor. Motion carried.
Stewart	Village Manager, Files Commerce arecepted a Desclution to
Spreading:	Village Manager, Evan Summers, presented a Resolution to the Committee Authorizing the Execution of Year 2 of a Two Year Contract with Stewart Spreading for Sludge Hauling and Land Application in the Not-to- Exceed Amount of \$97,250.
	There were no questions from the Committee.

Motion:	Trustee Majeski made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Jaworska seconded the motion.
	All were in favor. Motion Carried.
PVS Minibulk:	Village Manager, Evan Summers, presented a Resolution to the Committee Authorizing the Execution of Year 2 of a Two- Year Contract with PVS Minibulk Inc. for the Purchase and Delivery of Sodium Bisulfite (liquid) in the Not-to-Exceed Amount of \$10,000.
	There were no questions from the Committee.
Motion:	Trustee Jaworska made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Majeski seconded the motion.
	All were in favor. Motion Carried.
Alexander Chimerical:	Village Manager, Evan Summers, presented a Resolution to the Committee Authorizing the Execution of Year 2 of a Two- Year Contract with Alexander Chemical Corporation for Purchase and Delivery of Sodium Hypochlorite in the Not-to- Exceed Amount of \$20,000.
	There were no questions from the Committee.
Motion:	Trustee Jaworska made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Majeski seconded the motion.
	All were in favor. Motion Carried.
2016 MFT Funds:	Village Manager, Evan Summers, presented a Resolution to the Committee Authorizing The Close Out of Motor Fuel Tax (MFT) Funds To Pay For Roadway Related General Maintenance In The Amount Of \$174,420.27 From January 1, 2016 To December 31, 2016.

There were no questions from the Committee.

Motion:	Trustee Wesseler made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Jaworska seconded the motion.
	All were in favor. Motion Carried.
2017 MFT Funds:	Village Manager, Evan Summers, presented a Resolution to the Committee Authorizing the Execution of a Resolution Appropriating the Use of the Motor Fuel Tax (MFT) Funds to Pay for Roadway Related General Maintenance in the Amount of \$150,000.00 from January 1, 2017 to December 31, 2017.
	There were no questions from the Committee.
Motion:	Trustee Majeski made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee O'Connell seconded the motion.
	All were in favor. Motion Carried.
ESI Consultants:	Village Manager, Evan Summers, presented a Resolution to the Committee Authorizing the Execution of a Supplemental Resident Engineering Service Agreement in Additional Amount of \$27,522.72 for the IL-19 Streetscape Improvements Project Phase II with ESI Consultants, LTD. in the Revised Not-to-Exceed Amount of \$159,098.57.
	There were no questions from the Committee.
Motion:	Trustee O'Connell made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Carmona seconded the motion.

All were in favor. Motion Carried.

Acura, Inc. Change Order #1:	Village Manager, Evan Summers, presented a Resolution to the Committee Concerning the Determination of the Bensenville Village Board that Change Order Number One with Acura, Inc for an increase of \$42,000 is required for the George Street Culvert Replacement Project for a Revised Contract Cost of \$220,539.00 and an Extended Completion Date of April 30, 2017the Revised Not-to-Exceed Amount of \$159,098.57.
	There were no questions from the Committee.
Motion:	Trustee Wesseler made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee DeSimone seconded the motion.
	All were in favor. Motion Carried.
HR Green Amendment #3:	Village Manager, Evan Summers, presented a Resolution to the Committee Authorizing the Execution of Amendment No. 3 to the Engineering Services Agreement with HR Green for Plan Review Services Associated with the Elgin-O'Hare Western Access Project in the Not-to-Exceed Amount of \$150,000 for a Revised Contract Total of \$448,000 There were no questions from the Committee.
Motion:	Trustee O'Connell made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Majeski seconded the motion.
	All were in favor. Motion Carried.
MDS Technologies:	Village Manager, Evan Summers, presented a Resolution to the Committee Authorizing the Execution of a Contract with MDS Technologies, Inc. (MDST) for 2017 Pavement Evaluation Study in the Not-to-Exceed Amount of \$22,950.00.
	There were no questions from the Committee.

Motion: Trustee Majeski made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Carmona seconded the motion.

All were in favor. Motion Carried.

Informational Items:

Private Property

Mowing:

IGA:

Consensus from the Committee directed Staff to proceed with the plan of not mowing private property and working with property owners to get the lawn mowed.

Redmond Reservoir

Director of Public Works, Joe Caracci, stated in response to the April 2013 flood event, as part of Community Development Block Grant – Disaster Recovery (CDBG-DR) program, DuPage County has received approximately \$32 million from Housing and Urban Development (HUD) to help alleviate flooding in low to moderate-income census block groups. Mr. Caracci stated due to several projects coming in under budget through competitive bidding process, DuPage County may have additional funds available to fund regional stormwater projects. Mr. Caracci stated over the past six months, staff has engaged with DuPage County Stormwater Management to classify Redmond Reservoir Expansion Project as a regional stormwater project as well as identify CDBG-DR as a potential funding source to construct the project. Mr. Caracci stated the CDBG-DR funding has as sunset date of September 30, 2019, which will not allow enough time for construction of the project in 2019. Mr. Caracci stated the design engineering must take place in 2017 so the construction can begin in 2018. Mr. Caracci stated based on the conversation with County Staff on January 9, 2017; it appears that the County will be able to obtain CDBG-DR funding for this project but exact amount will be determined in March 2017. Consensus from the Committee directed Staff to work with the County and draft an IGA for future discussion and action.

EOWA

Aesthetics: Consensus from the Committee directed Staff to inquire the cost and exact placement of the parapet staining option and present at a later date for discussion and action.

ADJOURNMENT: Trustee Majeski made a motion to adjourn the meeting. Trustee Jaworska seconded the motion.

All were in favor. Motion carried.

Chairman DeSimone adjourned the meeting at 7:45 p.m.

Corey Williamsen
Deputy Village Clerk
PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this____ day, February 2017

TYPE: Resolution

SUBMITTED BY:

<u>Joe Caracci</u>

DEPARTMENT:

Public Works

DATE: February 21, 2017

DESCRIPTION:

<u>Consideration of a Resolution Authorizing the Approval of Year Two of a Two Year Contract with Green T</u> <u>Services for Turf Chemical Services in the Not-to-Exceed Amount of \$15,732</u>

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 X Vibrant Major Corridors

COMMITTEE ACTION:

DATE:

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 Committee.

RECOMMENDATION:

Staff recommends approval of contract.

BUDGET IMPACT:

Funds (\$15,735) are budgeted in Account # 11050440-549990 in CY2017.

ACTION REQUIRED:

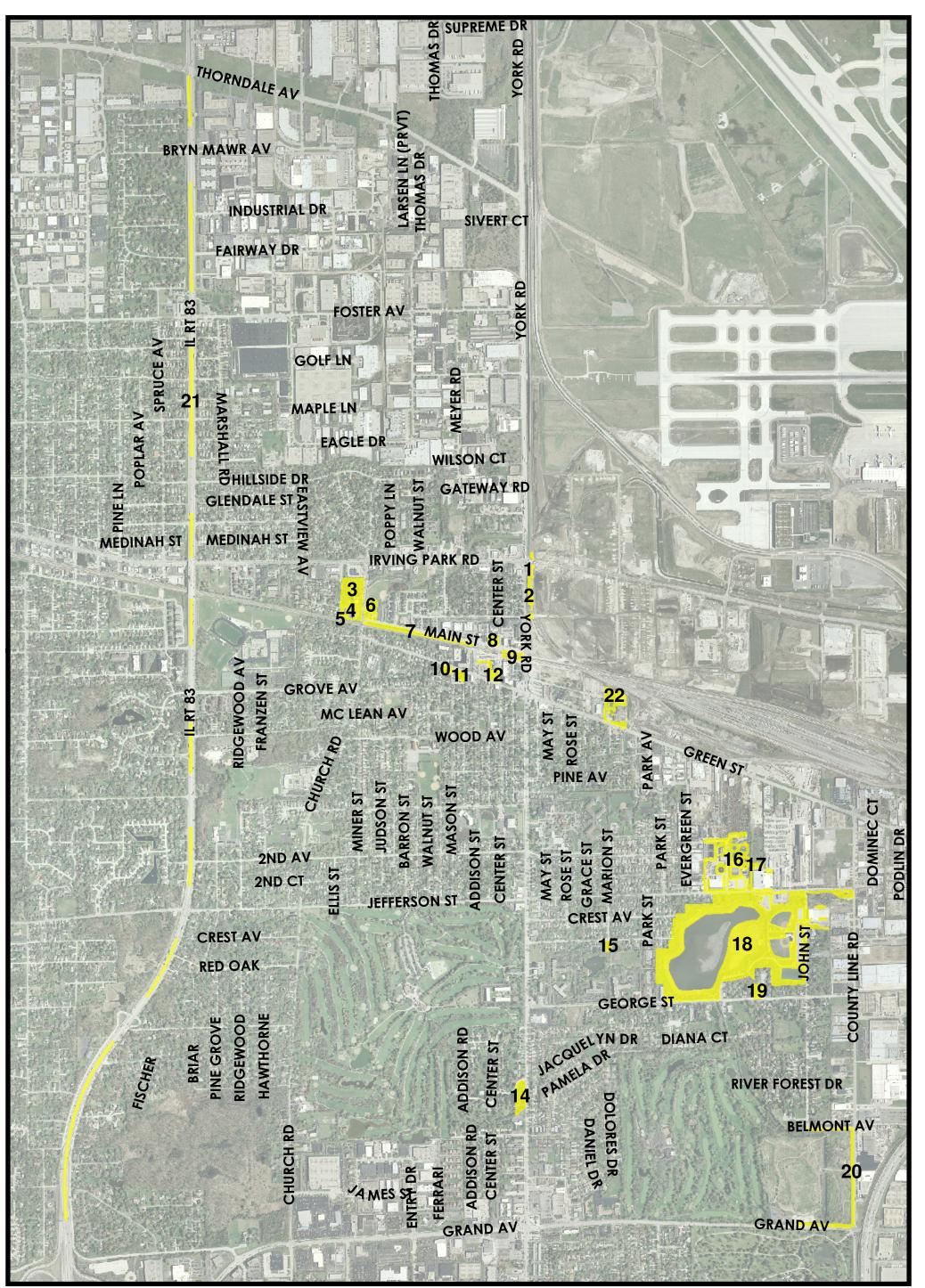
Motion to consider a Resolution authorizing the approval of Year Two of a two year contract with Green T Services for Turf Chemical Services in the not-to-exceed amount of \$15,732.

ATTACHMENTS:		
Description	Upload Date	Туре
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
RES - 2017 Turf Chemical Maintenance	2/14/2017	Resolution Letter



Village of Bensenville

Turf Chemical/Weed Control



		COST PER APPLICATION FERTILIZER & BROADLEAF WEED CONTROL Green T Services Green Horizons									
LOCATION	Approx		Green T 2016	Serv	2017		<u>Green</u> 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 & BROADLEA 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</u>, <u>37500</u> January 1, 2017 – December 31, 2017 Price \$ <u>16</u>, <u>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

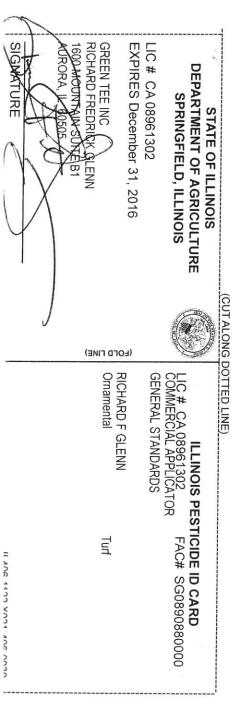
n

· 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**

							-		OP ID:
ACORD' CER	TI	FIC	CATE OF LIA	BILI	TY IN	ISUR/	NCE		(MM/DD/YYY
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN	MAT	TER Y O	OF INFORMATION ONL' R NEGATIVELY AMEND.	Y AND CO	ONFERS I	NO RIGHTS	UPON THE CERTIFICA	TE HO	E POLICIE
REPRESENTATIVE OR PRODUCER, A	ND 1	THE C	CERTIFICATE HOLDER.	TE A CO	NIRACI	BEIWEEN	THE ISSUING INSURER	((S), A	UTHORIZE
IMPORTANT: If the certificate holder the terms and conditions of the policy	' is a	n AD	DITIONAL INSURED, the	policy(ies	s) must be ent. A stat	e endorsed. tement on th	If SUBROGATION IS W	VAIVE), subject
certificate holder in lieu of such endo	rsem	ent(s).					Joiner	ngnta to ti
PRODUCER McNellis & Company, Inc.				CONTACT NAME:					
9401 S. Pulaski				PHONE (A/C, No, E)	xt):		FAX (A/C, No):	i	
Evergreen Park, IL 60805 Anthony Carey				E-MAIL ADDRESS:					
				CUSTOMER	R ID #: GRE	EN-4			
INSURED Green T Lawn Care Inc.				<u> </u>			RDING COVERAGE		NAIC #
c/o Joe Khouri						surance Co	ompanies		21415
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Aurora, IL 60505-2447				INSURER C	and the second second				
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INSR TYPE OF INSURANCE	INSR	SUBF WVD	POLICY NUMBER	(MI	OLICY EFF M/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
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
							COMBINED SINGLE LIMIT	\$ \$	
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DEDUCTIBLE							AGGREGATE	\$	
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B AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	BNUWC0130424		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					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)									
CERTIFICATE HOLDER				CANCEL	LATION				
ILLI004 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS.									
				AUTHORIZE	D REPRESEN	TATIVE			
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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. <u>INDEMNITY/HOLD HARMLESS PROVISION</u>

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:
(Name of 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

this, 2016.	OFFICIAL SEAL H MEKJIAN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES JUNE 25, 2017
	Summer and the second s



 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>

and onement represented Docations						
		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	340-2	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:	>		5	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

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:			

TYPE:

SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works DATE: February 21, 2017

DESCRIPTION:

Consideration of a 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

COMMITTEE ACTION:

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

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 Committee.

RECOMMENDATION:

Staff recommend authorizing the Execution of a Contract with Go Painters, Inc. for the 2017 Fire Hydrant Sandblasting and Painting Program.

BUDGET IMPACT:

\$40,000 has been allocated for this project in Water Distribution account 51050540-549990.

ACTION REQUIRED:

Motion to Consider 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	Upload Date	Туре
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
RES - 2017 Hydrant Painting	2/14/2017	Resolution Letter

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

4...

Item No.	MUNICIPALITY	U/M	Q	uantitie	s	U	nit Pric	e	Exte	ended P	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

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To: VILLAGE OF LOMBARD

REFERENCES:

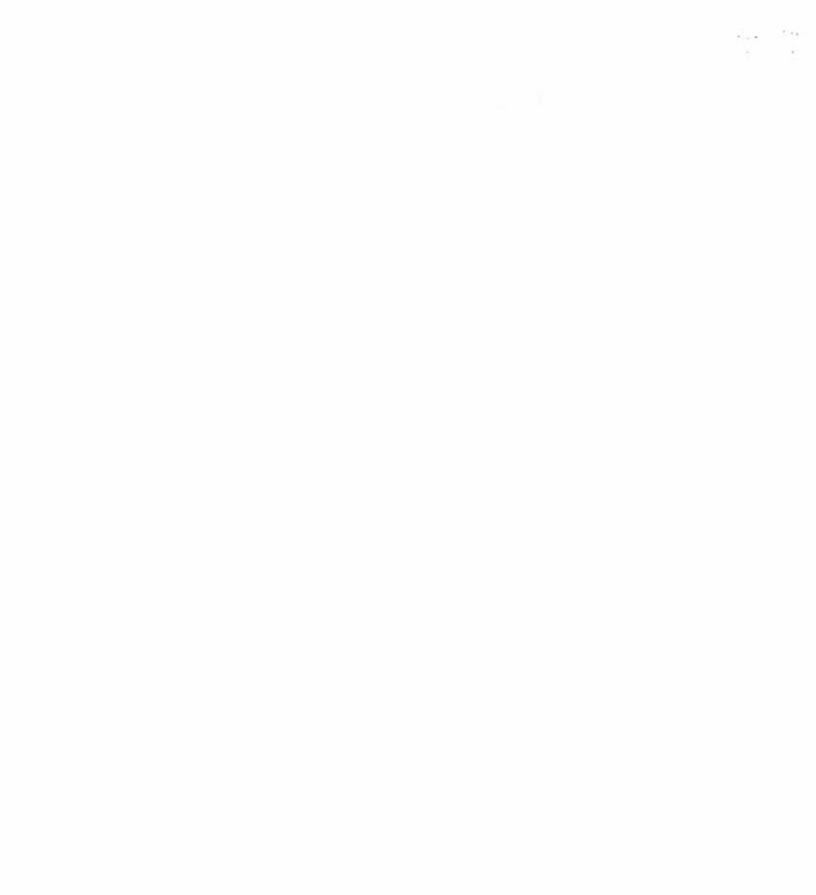
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VILLAGE OF BLOOMINGDALE PROJECT: JUNE 2014 Sandblasting and painting street light poles. Cost of project .38,000. Around 70 metal poles With same products ,macropoxy and zinc primer Location: 201 s Bloomingdale RD. Bloomingdale IL. 60108 Contact: Jon 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 - Depter Visitia
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	AVIT
-----------------------	------

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@wW

NON-COLLUSION AFFIDAVIT AND CERTIFICATION STATEMENT

lorge	Qeguera, being first dul	y sworn
deposes and says that he is	Quner	
Second construction of	(Partner, Officer, Owner, Etc.)	
of <u><u><u><u></u></u><u></u><u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u><u></u></u></u></u>	ctor)	

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)	102 2
(Loos Manage 10)	Western Surety Company	
Macyoloniple	(Surety)	(Seal)
Withess)	(Title) John D. Weisbro, 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 A701TM-1997, Instructions to Bidders; and AIA Document G612TM-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

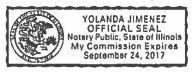
NUMBER

-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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All and a start of a

*

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		cuted by its Vice Pro	esident with its co	rporate seal affixed this _	1201	- 11
Növember 20	12	WES	TERN	SURETY	СОМРА	NY.
UTH DAKOTA			P.	TO IL		
AINNEHAHA		Ву	Vici	e President		
day" of	November	_, in the year	2012	, before m	a Notary Public,	personally
flat, who being by me duly sworn, ack	nowledged that he signed the	above Power of Att	omey as the afore	esaid officer of WESTER	IN SURETY COM	PANY and
istrument to be the voluntary act and d	leed of said corporation.			1 0		
նց ն) i i i i i i i i i i i i i i i i i i i	Votorio		
TRIK			1	revan		
PUBLIC SEAL						
				Notary	ublic, South 1	Dakota
es August 11, 2016						
gned officer of Western Surety Comp is irrevocable, and furthermore, that S	any, a stock corporation of th ection 7 of the By-Laws of th	e State of South Da e company as set f	akota, do hereby orth in the set	certify that the attached r of Aborbey is new in	Plwer of Attomey	is in full
			1.		-	111 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	ĽΤΥ
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.L	TR	It
			Vie	e President	· · ·

NOTICE This border must be BLUE. If it is not BLUE, this is not a certified copy -

COMPAN

Bid Opening Date: April 1, 2016 Bid Opening Time: 11:00 am

Bidder: Alpha Paintworks

6316 N. Cicero Ave.

Chicago, IL 60640

		2016			2017				2018			Annual Discount for	Total with
MPI Municipality	Quantity	Unit Price	Price Extended	Quantity	Unit Price	Price Extended	Quantity	Unit	Price	Price Extended	TOTAL	Storage	Discount
Bensennville	0	\$ 65.00	\$-	650	\$ 68.00	\$ 44,200.00	550	\$7	1.00	\$ 39,050.00	\$ 83,250.00	0.50%	\$82,833.75
Downers Grove	600	\$ 65.00	\$ 39,000.00	700	\$ 68.00	\$ 47,600.00	800	\$7	1.00	\$ 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	\$7	1.00	\$-	\$ 86,000.00	0.50%	\$85,570.00
Glen Ellyn	575	\$ 65.00	\$ 37,375.00	0	\$ 68.00	\$-	150	\$7	1.00	\$ 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	\$7	1.00	\$ 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	\$7	1.00	\$ 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	\$7	1.00	\$ -	\$ 26,300.00	0.50%	\$26,168.50
Totals as Read	3025	\$ 65.00	\$ 196,625.00	2750	\$ 68.00	\$ 187,000.00	2300	\$7	1.00	\$ 163,300.00	\$ 546,925.00	0.50%	\$544,190.38
Totals as Corrected													

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

		2	2016				2017					2018				Annual	Total with
MPI Municipality	Quantity	Unit P	Price	Price Extended	Quantity	U	nit Price	Pric	ce Extended	Quantity	Un	nit Price	Pri	ce Extended	TOTAL	Discount for	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	5.00	\$ 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	9.80	\$ 47,840.00	500	\$	59.80	\$	29,900.00	0	\$	-	\$	-	\$ 77,740.00	3.00%	\$75 <i>,</i> 407.80
Glen Ellyn	575	\$ 70	0.10	\$ 40,307.50	0	\$	-	\$	-	150	\$	70.10	\$	10,515.00	\$ 50,822.50	3.00%	\$49,297.83
West Chicago	500	\$ 59	9.80	\$ 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	0.10	\$ 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	0.10	\$ 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

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				Discount for	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 \$	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

		2	2016			2	2017				2018			Discount for	Total with
MPI Municipality	Quantity	Unit P	Price	Price Extended	Quantity	Unit	Price	Price Extended	Quantity	Unit	t Price	Price Extended	TOTAL	Storage	Discount
Bensennville	0	\$ 5	8.00	\$-	650	\$6	60.00	\$ 39,000.00	550	\$	64.00	\$ 35,200.00	\$ 74,200.00	1.00%	\$73,458.00
Downers Grove	600	\$ 5	8.00	\$ 34,800.00	700	\$6	60.00	\$ 42,000.00	800	\$	64.00	\$ 51,200.00	\$ 128,000.00	1.00%	\$126,720.00
Lombard	800	\$ 5	8.00	\$ 46,400.00	500	\$6	60.00	\$ 30,000.00	0	\$	64.00	\$-	\$ 76,400.00	1.00%	\$75,636.00
Glen Ellyn	575	\$ 5	8.00	\$ 33,350.00	0	\$6	60.00	\$-	150	\$	64.00	\$ 9,600.00	\$ 42,950.00	1.00%	\$42,520.50
West Chicago	500	\$ 5	8.00	\$ 29,000.00	500	\$ 6	60.00	\$ 30,000.00	500	\$	64.00	\$ 32,000.00	\$ 91,000.00	1.00%	\$90,090.00
Wheaton	250	\$ 5	8.00	\$ 14,500.00	300	\$ 6	60.00	\$ 18,000.00	300	\$	64.00	\$ 19,200.00	\$ 51,700.00	1.00%	\$51,183.00
Winfield	300	\$ 5	8.00	\$ 17,400.00	100	\$6	60.00	\$ 6,000.00	0	\$	64.00	\$-	\$ 23,400.00	1.00%	\$23,166.00
Totals as Read	3025	\$ 5	8.00	\$ 175,450.00	2750	\$ 6	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

		2016	;		2017			2018	3		Discount for	Total with
MPI Municipality	Quantity	Unit Price	Price Extended	Quantity	Unit Price	Price Extended	Quantity	Unit Price	Price 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						\$ 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."

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.

<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: _____

TYPE:

SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT:

Public Works

DATE: <u>February 21, 2017</u>

DESCRIPTION:

Consideration 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

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

COMMITTEE ACTION:

DATE:

February 21, 2017

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 Committee.

RECOMMENDATION:

Village staff recommends a one year extension of the contract with Clarke Environmental Mosquito Management, Inc.

BUDGET IMPACT:

Appropriate funds (\$36,300) are in the proposed 2017 budget, Account No. 11050430-549990

ACTION REQUIRED:

Motion to consider 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	Upload Date	Туре
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
RES - 2017 Mosquito Abatement	2/8/2017	Resolution Letter

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[™]) 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 SystemTM.
 - 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 4th 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 Name: T		_ Title:		Date:	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 eglasberg@clarke.com

_____ 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**[®]. 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[®]. 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 ₄₁ H ₆₅ NO ₁₀	C ₄₂ H ₆₇ NO ₁₀
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 ⁻¹¹ kPa	2.0 x 10 ⁻¹¹ 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[®] 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[®] 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[®] 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[®] 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.

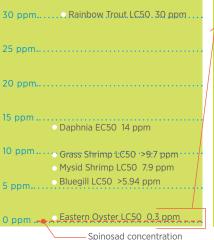
In Water: In natural water systems, spinosad degrades rapidly in sunlight. A water column half-life of less than one day has been observed in artificial pond systems in outdoor conditions.

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.

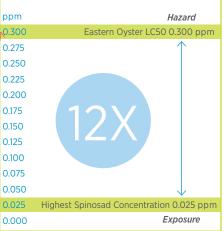
Toxicity, Mutagencity, Genotoxicity

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

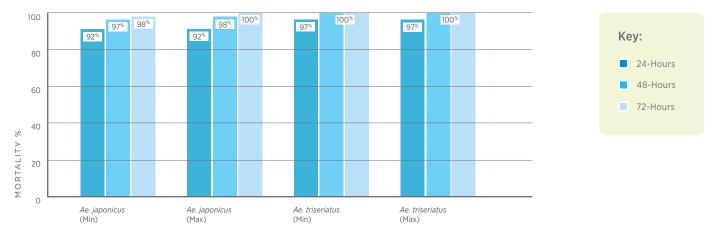


Spinosad demonstrates a 12X margin of safety when comparing exposure to acute toxic hazard.

RESULTS

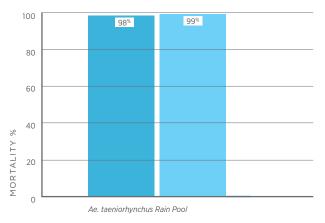
Natular[®] EC

Rate: 1.1 fl oz/ac (Min), 2.8 fl oz/ac (Max) Location: Kentucky, 2008



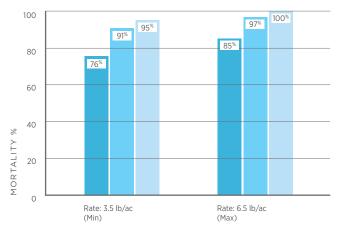


Rate: 9 lb/ac (Max) Location: Florida, 2008



Natular G

Species: *Ae. trivittatus* Location: Kentucky, 2008



RESULTS

Key: Unt Trt

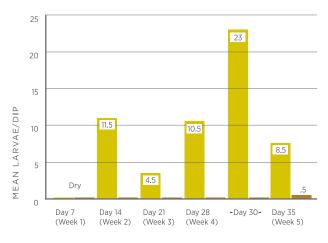
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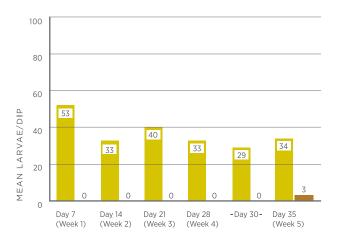
Natular G30

Habitat: Retention Ponds*/Ae. vexans–Cx. pipiens* Rate: 10 lb/ac (<Mid) Location: Illinois, 2008

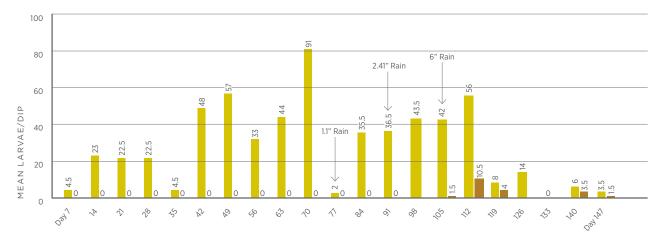


Natular T30

Habitat: Catch Basins*/Cx. restuans – pipiens* Location: Illinios, 2008



Natular XRT



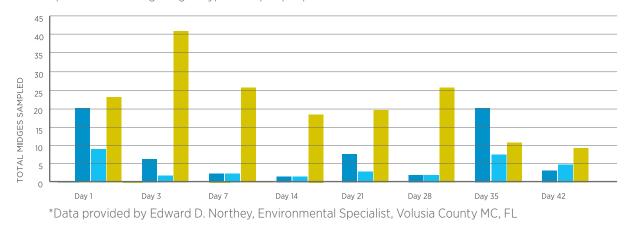
Habitat: Catch Basin/*Cx. pipiens* Location: Illinois, 2008

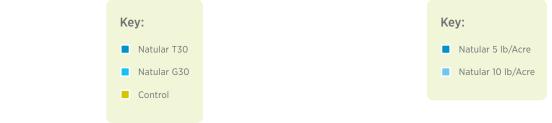
RESULTS



Natular G30

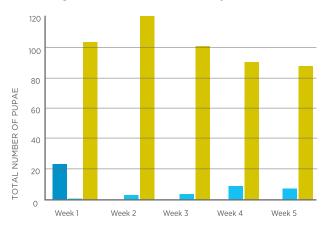
Habitat: Sample from Benthic Soils, Lake Monroe Rate: 12 lb/Acre and 12.5 lb/Acre Location: Lake Monroe Florida, Volusia County, 2010 Species: Non-Biting Midge: *Glyptotendipes paripes and Chironomus crassicaudatus*





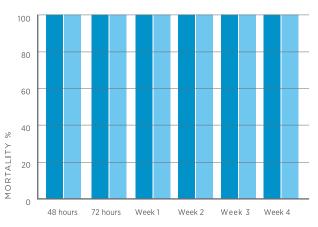
Natular T30 and Natular G30

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[®] 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[™] 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.

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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.

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: _____

TYPE:

SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works DATE: February 21, 2017

DESCRIPTION:

Consideration of a 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

COMMITTEE ACTION:

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

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 Committee.

RECOMMENDATION:

Staff recommends approval of the Engineering Service Agreement.

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:

Motion to consider 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.

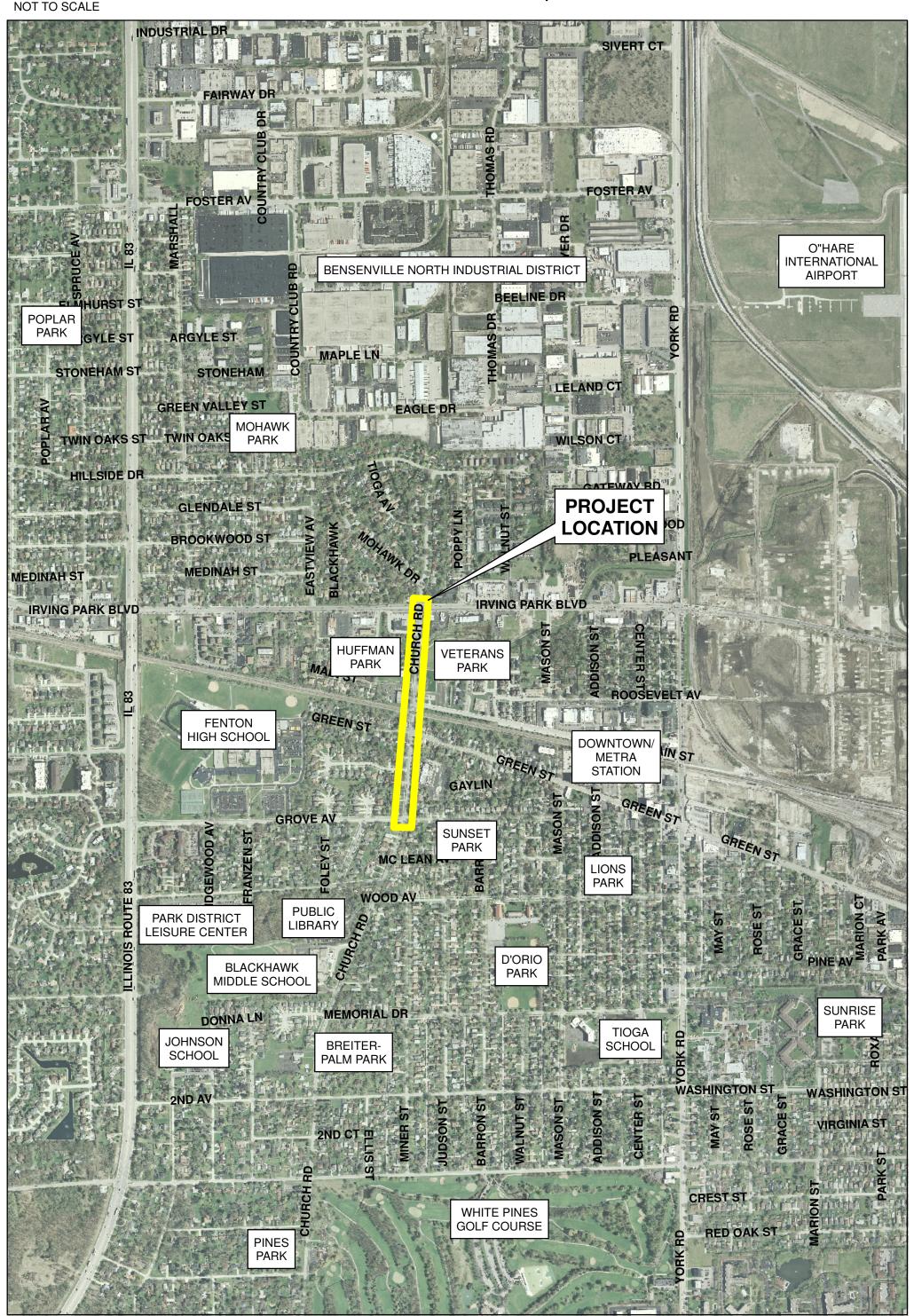
ATTACHMENTS:		
Description	Upload Date	Туре
MAP - Phase II Design - Church TAP Bike Path	2/9/2017	Backup Material
PROPOSAL REV - Phase II Design - Church TAP Bike Path	2/9/2017	Backup Material
PROPOSAL ORIG - Phase II Design - Church TAP Bike Path	2/9/2017	Backup Material
RES - Phase II Design - Church TAP Bike Path	2/9/2017	Resolution Letter



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

	to induce Engine Entities as described under AONE EMEINT 1 NOVISIONS.									
	Section Description									
Name	Name Church Road Bike Path and Milwaukee District/West Railway Crossing									
Route	2667	Length	0.40	_ Mi	_ FT	(Structure No.)			
TerminiGrove Avenue [Key Route 9-3564] to Irving Park Road (IL Route 19) [Key Route 9-1321]										
Descript	Description:									

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.

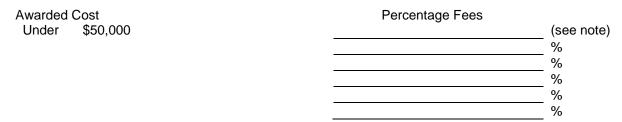
Note: Four copies to be submitted to the Regional Engineer

- 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

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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
		Filicipai	Manager	Ligilieer IV		Technician	Engineer	Engineer IV		1
ask No.	Task									ļ
	Data Collection and Early Coordination Obtain and Review Record Data		2	2	2				6	18.2%
	Initial (Kick-Off) Meeting with the Village and IDOT	1	1	3	2				5	15.2%
Б. С.	Preliminary Utility Company Coordination	I	1	1	2				4	12.1%
о. П	Topographic Survey and Geotechnical Studies		1	1	1		2	2	7	21.2%
E.	Field Review of Survey		3	3	3		1	1	11	33.3%
	Sub-total Item 1	1	8	10	8	0	3	3	33	100.0%
^	Draliningry (65%) Engineering									
	Preliminary (65%) Engineering Plan Base Sheet Preparation		2	2	4	8			16	9.4%
	Design Criteria & Preliminary Design Studies		2	8	12	8			30	9.4%
D. C.	Box Culvert Extension and Drainage Design	1	3	12	32	16	8	24	96	56.5%
о. П	Review and Confirm Project Right-of-Way Requirements	I	2	6	10	6	2	2	28	16.5%
<u> </u>	Sub-total Item 2	1	9	28	58	38	10	26	170	100.0%
									-	
	Pre-Final (90%) Plans, Special Provisions and Estimates Pre-Final Plans									
Λ.	Cover Sheet and Index of Sheets (1 sheet)		1	1	3				4	1.3%
ŀ	General Notes (1 sheet)		1	1	3		1		4	1.3%
F	Summary of Quantities (1 sheets)		1	2	2	4			8	2.5%
-	Erosion Control and Landscaping (1"=20')(2 sheets)		2	4	4	6			16	5.1%
Ē	Path Plan and Profile (1"=20') (4 sheets)		2	10	16	8			36	11.4%
Ē	Culvert/Retaining Wall GP&E, Structural Details, and Railings (6 Sheets)		4	12	24	12	12	48	112	35.6%
F	Cross Sections (1"=10'H: 1"=5'V) (7 sheets)		2	6	16	8			32	10.2%
Ī	ADA/PROWAG Ramp and Driveway Construction Details (2 sheets)		1	3	8	12			24	7.6%
-	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%
D.	Pre-Final Estimate of Cost and Construction Time		1	2	1				4	1.3%
Ε.	Pre-Final QA/QC Review	2	3				1		6	1.9%
	Pre-Final Project Review Meeting with Village	1	2	3					6	1.9%
G.	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						
	Final Plans	2	4	6	12	12	2	8	46	63.9%
В.	Final Special Provisions		2	2	2				6	8.3%
С.	Final Quantity Calculations	1	1	2	2	2	1	2	11	15.3%
D.	Final Estimate of Cost and Construction Time		1	1	1		1	1	5	6.9%
Ε.	Final QA/QC Review	1	2				1		4	5.6%
	Sub-total Item 4	4	10	11	17	14	5	11	72	100.0%
5	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	<u> </u>	2	4	6	Ť	-	•	12	4.6%
	ICC Petition, Metra Railroad Agreements, Permitting, and Report Documentation		-	1	Ŭ		1			1.57
	Petition Filing (by Village) - Expert Testimony and Assistance	4	8	1	İ				12	4.6%
f	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		1		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	9.2%
Ι.	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%
			400	400	007			00		
	Total Hours:	30	122	182	237	145	38	98	852	

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	adrowski)
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 Consu	lting)	
Environmental Science Services (See attached Proposal)		
	Total Item 7	\$6,225.00
ITEM 8 -Wetlands (Stuedemann Environmental Consultants)		
Wetland Sciences (See attached Proposal)		
	Total Item 8	\$6,107.00
ITEM 9 - DuPage County Stormwater Permitting and Documen	tation	
Permitting Fees and Mitigation Credits - application/ floodplain/ w		ng
	Total Item 9	\$2,500.00
ITEM 10 - Geotechnical Studies (Midland Standard Engineerin		. ,
Soils Investigation (See attached Proposal)	J	
	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 of	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 / Expert Testimony) Professional Land Surveyor		\$200.00 \$125.00
Survey Project Manager		\$120.00
Office Surveyor I		\$100.00
Office Surveyor II		\$80.00
1 Person Survey Crew [*] (Includes Robotic Total Station or GPS receivers) Overtime includes Monday – Friday after 8 hours & Saturdays		\$130.00 \$165.00
2 Person Survey Crew [*] (Includes Robotic Total Station or GPS receivers) Overtime includes Monday – Friday after 8 hours & Saturdays		\$180.00 \$195.00
3 Person Survey Crew * (Includes Robotic Total Station or GPS receivers)		\$225.00
3D Scanning [*] (Includes Scanner, operator, vehicle, all equipment and insurance): Note: Hourly rate for scanning beyond 4 or 8 hours		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) 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"

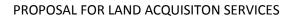
Task 1: Notice to Proceed

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.	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)	
		\$	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 O	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.

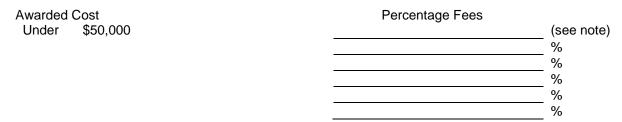
Note: Four copies to be submitted to the Regional Engineer

- 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:

			of the
		(Village of Bensenville)	
ATTEST:		State of Illinois, acting by and through its	
Ву		President and Board of Trustees	
Ilsa Rivera-Trujillo	Village Clerk	Ву	
(Seal)		Title Village President	
Executed by the ENGINEER:		Civiltech 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

3

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
		1					J			. ,
5 Project Administration, Coordination and Permits										
• •	18	71	70	61	34	4	4	262	29.8%	\$10,552.29
							11		i	
Total Cost										\$31,135.68
										. ,
Multiplier*	2.67									\$83,132.27
Direct Costs and Sub Consultant Expense (See attached calculat										\$80,145.80
	/					Total I	Engineering Cos	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 Hou
		Filicipai	Manager	Engineeriv	Engineerin	Technician	Engineer	Engineer IV		1
sk No.	Task									
	Data Collection and Early Coordination									40.00/
	Obtain and Review Record Data	1	2	2	2				6	18.2%
B. C.	Initial (Kick-Off) Meeting with the Village and IDOT Preliminary Utility Company Coordination	1	1	3	2				5	<u>15.2%</u> 12.1%
	Topographic Survey and Geotechnical Studies		1	1	<u>∠</u>		2	2	4	21.2%
F.	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	8.9%
	Plan Base Sheet Preparation Design Criteria & Preliminary Design Studies	1	2	2 8	4	8			16 32	17.8%
	Box Culvert Extension and Drainage Design	1	3	12	32	16	8	24	96	53.3%
0.1	Review and Confirm Project Right-of-Way Requirements	1	3	8	12	8	2	24	36	20.0%
	Sub-total Item 2	3	11	30	60	40	10	26	180	100.0%
							-	· · · · · · · · · · · · · · · · · · ·		
	Pre-Final (90%) Plans, Special Provisions and Estimates Pre-Final Plans									
,	Cover Sheet and Index of Sheets (1 sheet)			1	3		1 1		4	1.2%
F	General Notes (1 sheet)			1	3				4	1.2%
F	Summary of Quantities (1 sheets)			2	2	4			8	2.4%
	Erosion Control and Landscaping (1"=20')(2 sheets)		2	4	4	6			16	4.8%
F	Path Plan and Profile (1"=20') (4 sheets)		4	12	16	8			40	12.0%
F	Culvert/Retaining Wall GP&E, Structural Details, and Railings (6 Sheets)		6	16	32	12	12	48	126	37.8%
Γ	Cross Sections (1"=10'H: 1"=5'V) (7 sheets)		2	6	16	8			32	9.6%
Γ	ADA/PROWAG Ramp and Driveway Construction Details (2 sheets)		1	3	8	12			24	7.2%
Γ	Village and IDOT Construction Details (4 sheets)		1	2	2	1			6	1.8%
	Pre-Final Special Provisions	1	1	6	6		1	2	17	5.19
	Pre-Final Quantity Calculations	1	3	8	8	8	2	4	34	10.29
	Pre-Final Estimate of Cost and Construction Time		1	2	1				4	1.2%
E. [Pre-Final QA/QC Review	2	3				1		6	1.8%
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) Subtotal Item 3	1 6	2 28	3 69	101	59	16	54	6 333	1.8% 100.0%
		•						.		
	Final (100%) Plans, Special Provisions and Estimates									
	Final Plans	2	4	6	12	12	2	8	46	63.9%
	Final Special Provisions		2	2	2				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%
E. /	Final QA/QC Review Sub-total Item 4	1 4	2 10	11	17	14	1	11	4	5.6%
	Sub-total item 4	4	10	1.1	17	14	D	11	12	100.0%
5	Project Administration, Coordination and Permits									
5 I	Project Administration, Coordination and Permits Project Administration	2	14				2		18	6.9%
5 A. B.	Project Administration, Coordination and Permits Project Administration Project Submittals	2	4	4	4	6	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	2	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	9.9% 4.6% 4.6%
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	4 2 8 8	4 6	6	6		4	26 12 12 12 24	9.99 4.69 4.69 9.29
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 1	4 2 8 8 1	4 6 4	6 4 2	4		4	26 12 12 24 8	9.99 4.69 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	4 2 8 8 1 4	4 6 4 8	6			4	26 12 12 24 8 24	9.9% 4.6% 9.2% 3.1% 9.2%
5 A. B. C. D. E.	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 Appprovals - Right-of-Entry, Insurance, Licensure Railroad Crossing Report and Documentation Special Waste and CCDD Testing	2 4 2 1 2	4 2 8 8 1 4 2	4 6 4 8 6	6 4 2 4	4		4	26 12 12 24 8 24 8	9.99 4.69 9.29 9.29 9.29 9.29 9.29 9.29 9.29 9
5 A. B. C. D. E. F.	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 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	4 2 8 8 1 4 2 16	4 6 4 8 6 24	6 4 2	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° 3.1°
5 A. I B. I D. I E. 3 F. I G. 1	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 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	9.99 4.69 9.29 3.19 9.29 3.19 3.19 3.369 1.59
5 A. B. C. D. E. G. H.	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 United States Army Corps of Engineers	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	4		4	26 12 12 24 8 24 8 8 88 4 24	9.99 4.69 9.29 3.19 9.29 3.19 3.69 1.59 9.29
5 A. B. C. D. E. G. H. H.	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 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 2	4 2 8 8 1 4 2 16 1 4 4 4	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 8 8 8 4 24 24 8 8	9.99 4.69 9.29 3.19 9.29 3.19 33.69 1.59 9.29 3.19 33.69 1.59 9.29 3.19
5 A. B. C. D. E. G. H. H.	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 United States Army Corps of Engineers	2 4 2 1 2 2 3	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 9.29 9.29 9.29 9.29 9.29 9.29 3.19 3.3.69 1.59 9.29 9.29 9.21 9.21 9.21 9.22 9.21 9.22 9.21 9.22 9.21 9.21
5 A. B. C. D. E. G. H. 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 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	

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)	T . I . I II	* 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 Itana C	\$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. Watlanda (Otuadamann Environmental Consultanta)	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 Contractorized Otudion (Midland Otan david 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	AE 000 00
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 [*] (Includes Robotic Total Station of Overtime includes Monday – Friday af	-	\$130.00 \$165.00
2 Person Survey Crew [*] (Includes Robotic Total Station or GPS receivers) Overtime includes Monday – Friday after 8 hours & Saturdays		\$180.00 \$195.00
3 Person Survey Crew* (Includes Robotic Total Station of	or GPS receivers)	\$225.00
3D Scanning [*] (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



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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"

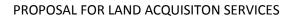
Task 1: Notice to Proceed

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	WETLAND SCIENCE SERVICES (\$0.535/mile)		Delivery (\$25/package)		Copies (\$0.60/page)		In-House Direct Costs
	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 Limits & Grain Size by Hydrometer, each	1	\$179.00	\$179.00
Limits & Grain Size by Hydrometer, each	Ţ	\$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___

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:

TYPE:

SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works DATE: February 21, 2017

DESCRIPTION:

Consideration 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

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

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

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 Committee.

RECOMMENDATION:

Staff recommends approval of the Phase I Engineering Service Agreement.

BUDGET IMPACT:

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

ACTION REQUIRED:

Motion to consider 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	Upload Date	Туре
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
RES - Phase I Engineering - IL83 Bike Path	2/9/2017	Resolution Letter



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 ^{City} 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	\square CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or \square CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or \square CPFF = 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	☐ (Pay 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).

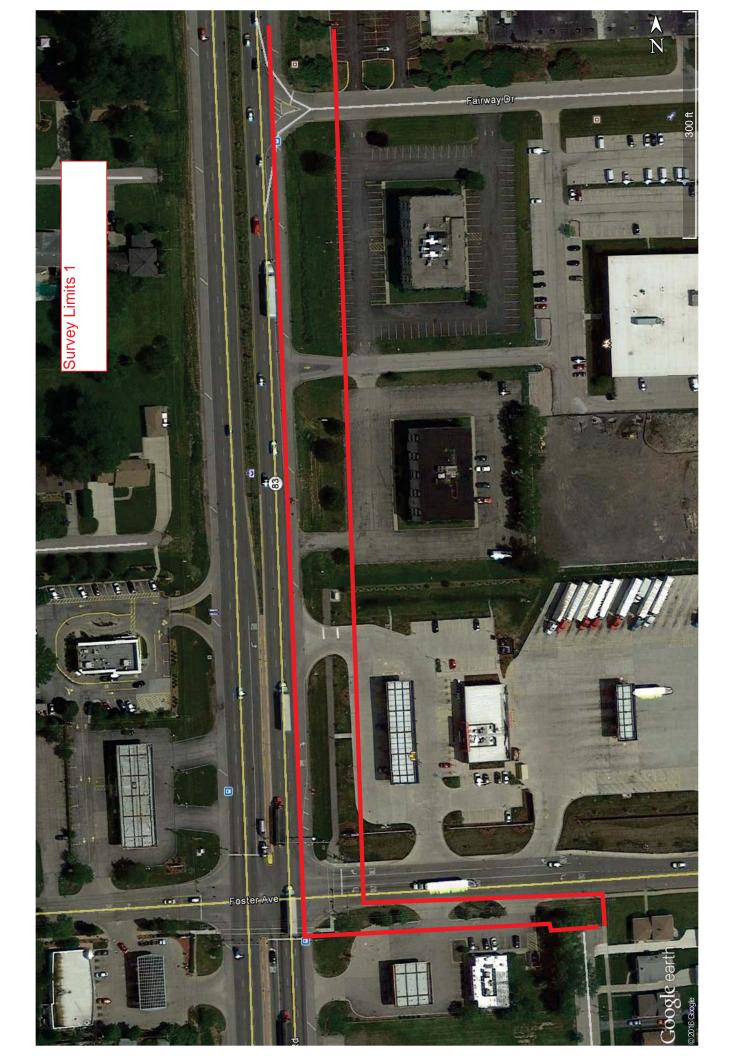
To indicate your authorization of this proposal, please sign the acceptance block below and return, via fax, to 630-820-7030. This proposal is valid for 45 days.

Yours truly,

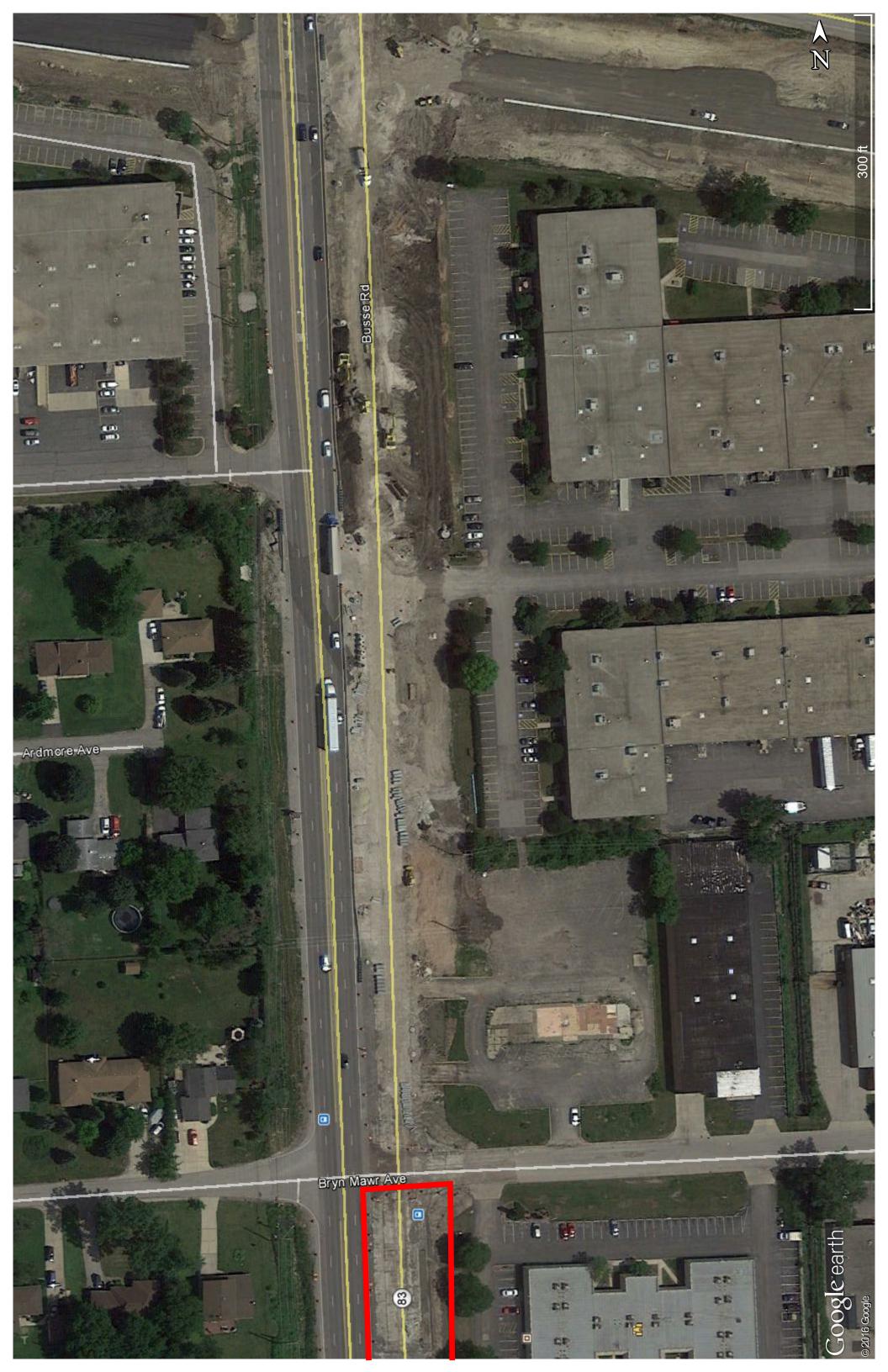
Scott C. Krebs, PLS Vice President

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 [*] (Includes Robotic Total Station of Overtime includes Monday – Friday af	-	\$130.00 \$165.00
2 Person Survey Crew [*] (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 [*] (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 30th to October 12th. 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			
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		Mileage (\$0.535/mile)		Delivery (\$25/package)		Copies (\$0.60/page)	
	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	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	= 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
Compass 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:		By:						
	Clerk	Title:	Village Manager					
(SEAL)								
Executed by the ENGINEER:								
ATTEST:		Civiltec	h Engineering, Inc.					
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.

Village of Bensenville IL Route 83 Bike Path Phase I Study

COST ESTIMATE OF CONSULTANT SERVICES PHASE I ENGINEERING

		Personnel & Hours										
		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	_						-				A A 1 - -
		0	36	8	8		0	4	0	56		\$ 2,496
	Sub-Total	0	00	100	188		160	106	10	678		
	% of Hours	0.0%	13.0%	14.7%	27.7%	3.8%	23.6%	15.6%	1.5%		100.0%	
		.	A 4 -	\$0 , 1=0	A =	.	A- · · · · ·	\$ 0,555				* ***
	Total Cost	\$0	\$4,576	\$3,450	\$5,264	\$1,820	\$5,120	\$3,286	\$200			\$23,716
	Multiplier*	2.67							├ ─── ├			\$63,366
	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

Village of Bensenville IL Route 83 Phase I Study

WORKHOUR ESTIMATE PHASE I ENGINEERING

		Personnel & Hours									
Item Task	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. Compass Surveying										
^	Field Survey will be conducted by a subconsultant - Compass Surveying. Update project base sheets.		-	2	4	-		16		22	78.6%
	Establish and draft existing utilities.			2	4			4		4	14.3%
	Coordination with subconsultant.		2					4		2	7.1%
0.	Sub-total Item 1	0	2	2	4	0	0	20	0	28	100.0%
		v	-	-				20	Ū	20	100.070
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%
	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										
Α.	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%
1	Hydraulic Study										
	Hydologic Analysis to determine discharges to existing structure					2	16			10	21.7%
	Develop the existing condition hydraulic analysis.					2	16			18 18	21.7%
	Develop the proposed condition hydraulic analysis.		+			∠ 1	8				10.8%
	improvements and develop 30 and 100-year flood profiles.		+				8 4			9 4	4.8%
	required).						8			4 8	4.8% 9.6%
	Prepare Hydraulic Report.		-			2	8 16	ρ		26	9.6% 31.3%
F.		0	•	0	0	7		8	0	83	
	Sub-total Item 4	0	0	0	0	1	68	8	0	ნა	100.0%

Exhibit A-3 Page 1 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
	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 a	& Hours					
Item 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%
10	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 Preparat	tion of Base Maps			· · ·
Subconsultant Expense - Compass Surv				
See Attachment B				\$10,810.00
Item 3 Alternate Geometric Studi	ies			
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				
	8 miles @	\$0.535	\$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				
•	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 E	Environmental Cons	ulting		
See Attachment C				\$14,088.00

PHASE I ENGINEERING DIRECT COSTS AND SUBCONSULTANT SERVICES

			Direct Cost	Subconsultant Expense
Item 7 Pre-final Project Deve	lopment Report			
Printing (Assume 5 copies)				
50 sheets @ \$0.5	0		\$25.00	
100 sheets @ \$0.1	5		\$15.00	
Postage				
2 packages @ \$25.00			\$50.00	
Item 11 Agency Coordination				
Mileage				
1 trips @	25 miles @	\$0.535	\$13.38	
2 trips @	20 miles @	\$0.535	\$21.40	
Item 12 Public Involvement				
		*~~~~~~~~~~~~~	*~~~~~~~~~~~~~	
Display Ad	1 each @	\$250.00	\$250.00	
Court Reporter	1 each @	\$500.00	\$500.00	
Printing 100	sheets @	\$0.50	\$50.00	
Mileage 4 trips @	20 miles @	\$0.535	\$42.80	
Item 13 Final Project Develop	ment Denart			
Item 13 Final Project Develop Printing (Assume 5 copies)	пені керогі			
100 sheets @ \$0.50	n		\$50.00	
150 sheets @ \$0.3			\$30.00 \$22.50	
Postage			ψεε.30	
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.

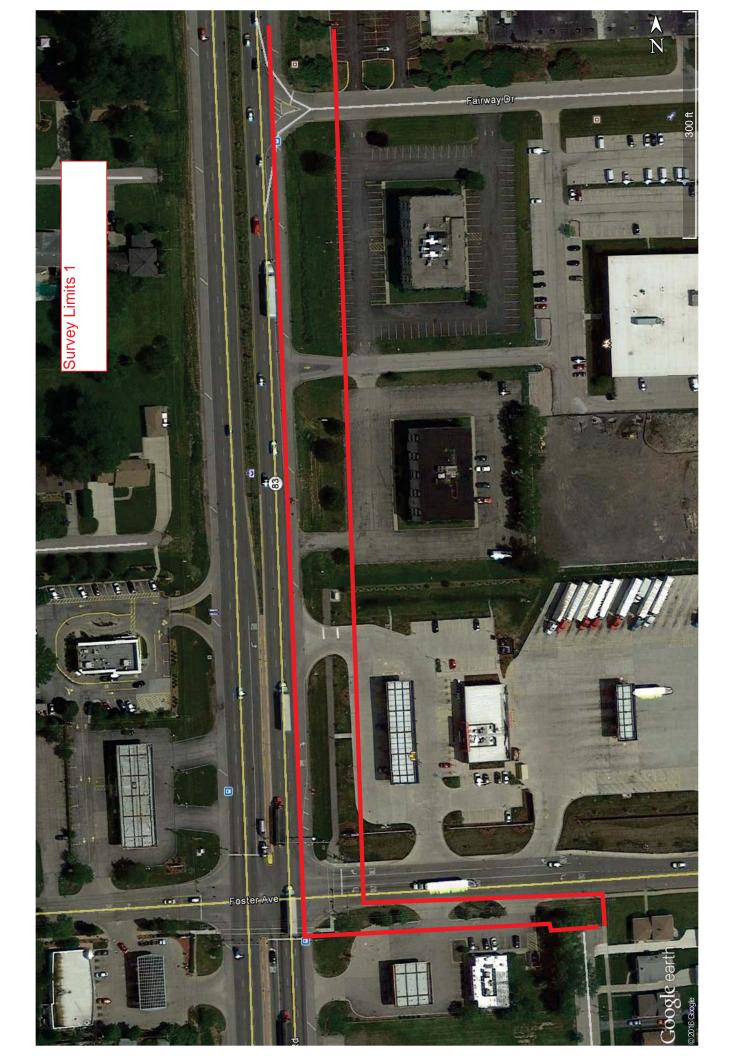
Yours truly,

l.h.

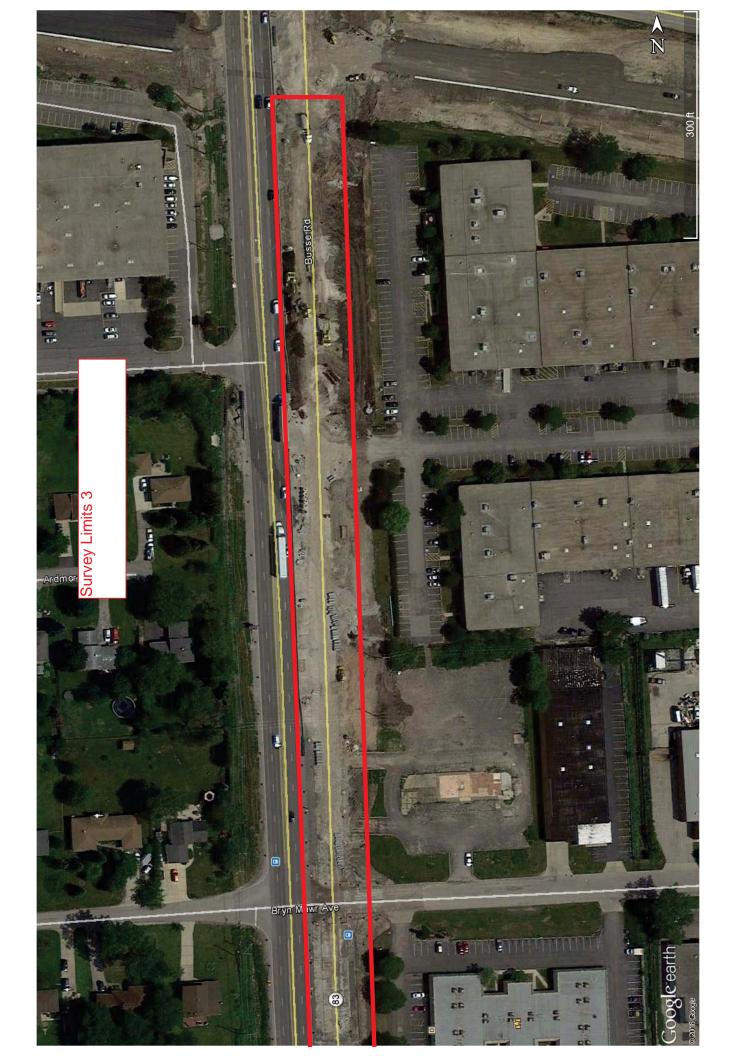
Scott C. Krebs, PLS Vice President

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 / 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 [*] (Includes Robotic Total Station of Overtime includes Monday – Friday af	-	\$130.00 \$165.00
2 Person Survey Crew [*] (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 [*] (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

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 30th to October 12th. 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	Соѕтѕ
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	DY Mileage (\$0.535/mile		Deli (\$25/pa	very ackage)	Copies (\$0.60/page)		In-House Direct Costs
	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"

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: _____

TYPE: Resolution SUBMITTED BY: Joe Caracci

DEPARTMENT: Public Works DATE: February 21, 2017

DESCRIPTION:

Consideration of 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 Contact 60B42 Related to the York-Irving Intersection Improvements in the Not-to-Exceed Amount of \$228,721

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
- X Major Business/Corporate Center
- X Vibrant Major Corridors

COMMITTEE ACTION:

DATE:

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	\$18,034.95	\$1,929.07	\$9,700.00	\$11,629.07	\$6,405.88	\$102,494.08
(16)						

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 Committee.

RECOMMENDATION:

Staff recommends approval of the purchase order with Sternberg Lighting, Inc. for streetlights.

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:

Consider 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 contract 60B42 related to York-Irving intersection improvements project in the not-to-exceed amount of \$228,721.00.

ATTACHMENTS:		
Description	Upload Date	Туре
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 24th 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: _____

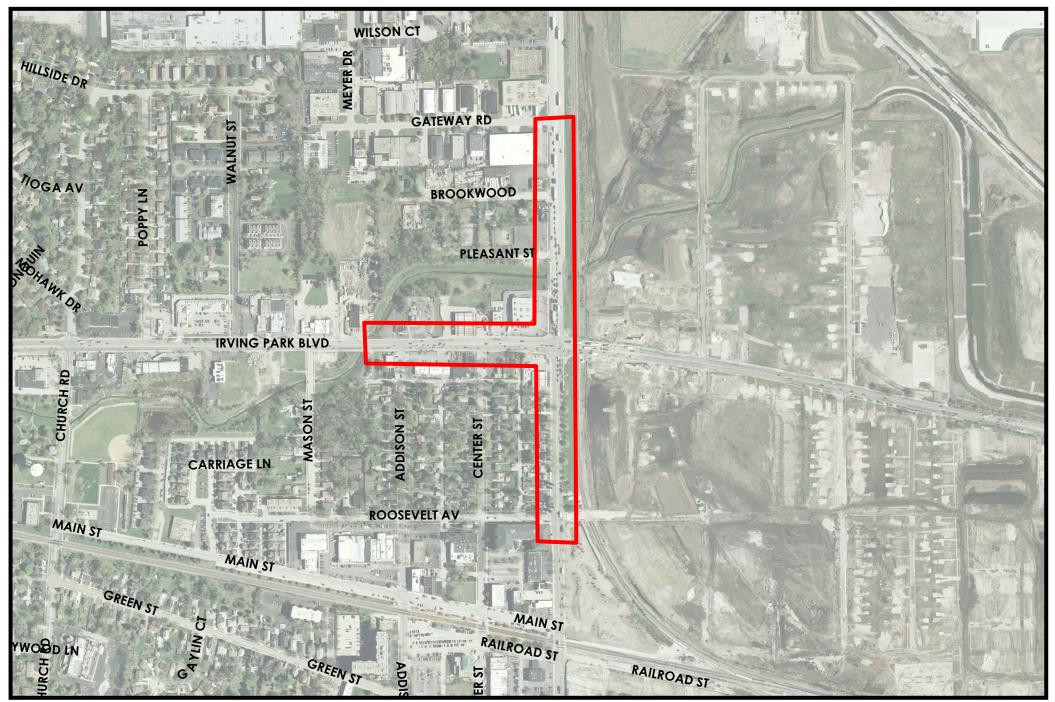
ABSENT: _____



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\$
	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		\$9,700.00	\$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:	 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. Sternberg Lighting Terms of Sale: Freight terms: Full freight allowed for one shipment & quoted quantities. All orders \$10,000.00 and over require approved drawings prior to release. Price good until expiration date. Lamps not included unless noted in part number. Sternberg Lighting reserves the right to correct any typographical errors. Cancellation of released purchase orders are subject to a 50% cancellation fee. 	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

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

Freight/Order Terms				
Sternberg Lighting:	 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. Sternberg Lighting Terms of Sale: Freight terms: Full freight allowed for one shipment & quoted quantities. All orders \$10,000.00 and over require approved drawings prior to release. Price good until expiration date. Lamps not included unless noted in part number. Sternberg Lighting reserves the right to correct any typographical errors. Cancellation of released purchase orders are subject to a 50% cancellation fee. 	Freight Minimum:	Always Covered	Qualifies: Yes



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

GENERAL CONTRACTORS

May, 10th 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 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. \$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

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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	TION	
	Contract No. DUE DATE: NOTE:	IDOT 60B42 8/27/2015 Decorative Light Fixture AUP Installation Only		Contact: Phone:	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Castellon 129-1935
	Pay Item	Description	UM	UNIT	Unit Price	Total
*		DECORATIVE LIGHTING UNIT TYPE D1 - INSTALLATION ONLY	EA	1	\$ 1,349,45"	35
	1 21300029	DECORATIVE LIGHTING UNIT TYPE D2 - INSTALLATION ONLY	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

	ST OT ST OT ST OT ST OT ST OT DT DT DT REG OT DT REG	2.50 2.50 5.2.63 78.95 105.27 131.58 2.50 2.50 47.48 71.22 94.97 118.71 2.50 38.16 57.24 76.32 9.54 0.25 38.16 57.24 76.32 9.54 0.25 38.16 57.24 76.32 9.54	a.03 388.08 388.08 388.08 388.08 388.08 388.08 388.08	BENEFIT PAYROLL HRS on Pay Per Hour TOTAL 9 9 388.08 8.00 61.77% 239.72 134 150 176 176 176 176	289 461 701 875 870 870 870 870 870 870 870 870 870 870	239.72 SUB-FOTAL 627.80 PLUS 35% 219,73 SUB-TOTAL 627.80 847.53	388.06 388.06 388.08 388.08 388.08 388.08 388.08 388.09 388.09 388.09 2.27% 2.27%	WORKMENS COMP 383.06 10.600% PUBLIC LABILITY 383.06 10.500% FUTA 383.06 5.03% FUTA 383.06 5.03% FUTA 383.06 5.03% FSST 383.06 10.50% FNT 383.06 5.03% FUUS 10%OF TOTAL ADDITIVES 10.19 1.45%	WORKMENS COMP 388.05 10.600% FUBLIC LIABILITY 388.05 5.03% FUTA 388.05 5.03% FUTA 388.05 5.03% FUTA 388.05 2.13% FSST 388.05 2.87% FNT 388.05 5.20% FNT 388.05 10.50% PLUS 10%OF TOTAL ADDITIVES 101.99 10.00%
LABOR EXPENSE	NION ss NO, ST OT ST	гм 9 2.50 JN 9 2.50 JN 8 2.50 Helper 9 0.25 Helper 9 0.25		JENETTS EXPENSE			PAYROLL ADDITIVES	PAYROLL ADDITIVES TOTAL PAYROLL ADDITIVES	PAYROLL ADDITIVES TOTAL PAYROLL ADDITIVES GRAND TOTAL LABOR EXPENSE

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS A COPY OF THAT PORTION OF THE PAYRONDE 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

60B42 Dupage 6329.

CONTRACT NO: COUNTY: DND ELECTRIC JOB # ATP #

WEEK ENDING: DESCRIPTION: DECORATIVE LIGHT FIXTURES D1

DND Electric Inc.

Sr. Project Manager

EQUIPMENT EXPENSE

UESCRIPTION	MON	TUES	WED	THUR	л Ц	TAR.	NIIS	IOTAL 1120			
Mini Excavator								0 YL		RATE AMOUNT	
Breaker									1.9	22,87 \$	1
F560 Utility Truck	2.75										
Thit Deck Trailer	2.75							2.6	ŝ	28.18 5	77.50
Wite Trailer								2.8	U3	3,55 \$	9.76
F450 Ulifty Bucket Truck									s	3.55 \$	
1A - Digger Denick	2,50								u)	37.48 \$,
Bobest T300								2.5	ы	63,45 \$	158,63
TOTAL BOULDMENT									19	39.81 S	•
										S	245,88

SUBCONTRACT EXPENSE

	AMOUNT	
	RATE	
TOTAL	QUANTITY	
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i	HUR	
6 II II	2007	
MONT		
DESCRIPTION		

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9 F		AMOUNT \$.125.00
SUB-TOTAL PLUS 5%		UNIT PRICE \$125.00
SUB		TOTAL QUANTITY 1.00 1.00
		UNIT OF MEASURE EA
		c aged
OR EXPENSE		NESS
TOTAL SUBCONTRACTOR EXPENSE	MATERIAL EXPENSE	DESCRIPTION SPLICE KIT - WIRE HARNESS

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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
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, 10th 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 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 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		Per Hour	TOTAL
	6 6	502.40 10.50 61.77%		310.33
	134 150 176			
	196			
	289 461			
	545 701			
	523			
TOTAL BENEFITS	вÖ			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	M
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>
													ŧ

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: 60B42 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.	T 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, 1st 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

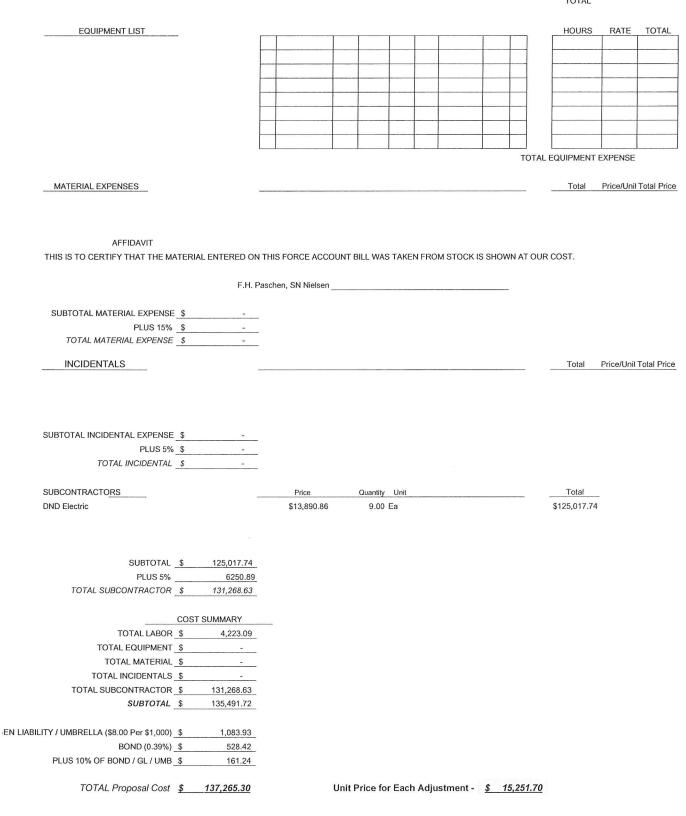
 FORCE ACCOUNT FOR
 AUP - X1400027 Dec Unit Type D1

 PERIOD

 To

EQUIPMENT EXPENDITURE (HRS.)

COST TOTAL



F.H. Pactor, N.Niekon ter kuns and solution and the solu		Payroll Amt. Eligible For Unemploy. Tax	F.U.T S.U.T	1,568.00 1,568.00											×			1,568.00 1,568.00															
			Insurance Earnings Amount to Date	1568.00																	020 80	00.040	588.80	906.08	494.88	384.47	9.41 (ON THE FIRST \$7000)	148.18 (ON THE FIRST \$12,900)	119.95	562.01	66.20	728.21	<u>223.09</u> .CTUAL COST
	COST				30.44	46.85	46.30	45.75	43.70	41.10	50.30	43.75	45.75		44.00	43.00	_	F	34.18	28.36			N)					1,568.00			662.01		. LABOR 4.
1, SNNEiben 2. min part us von 1. min grund			TOTAL	40.00														40.00	0 CHURS (0)		HOURS @		L-LABOR &	2,588.80	- LABOR & N	ЧО	QF	OF	OF	TOTAL PA'	OF	DDITIVES & A	TOTAL ES AND INSU
1, SN Nielsen 2. Na pak na Vick 2. Na pak na Vick					 						I						_								SUBTOTAL	24.52%						PAYROLL AD	WN FOR TAX
C ' ' 이 이 이 이 이 이 이 이 이 이 이 이 이 이 이 이 이	SN Nielsen ing Park and York AUP-X1400027 Dec Unit Type D1 To LABOR EXPENDIT		TRADE ST OT DT ST OT			er Foreman						- 1		no Economia (i avouri)				Totals			CARPENTER UNION FRINGE BENEFITS LABORER UNION FRINGE BENEFITS	TOTALHRS			75			STATE UNEMPL TAX	FED SOCIAL SEC.			PAY	4AT THE ABOVE STATEMENT IS A COPY OF THAT PORTION OF THE PAYROLL WHICH APPLIES TO THE ABOVE STATED WORK AND THAT THE RATES SHOWN

(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		IOTAL BENEFITS		BENEFITS EXPENSE	TOTALS 7.50	Σ Ζ Ζ Ζ Ζ Ζ Ν Ν	ļ	LABOR EXPENSE	DND ELECTRIC INC. 2255 CHURCH ROAD AURORA, IL 60502
	WORKMENS COMP PUBLIC LIABILITY FUTA SUTA FSST FMT PLUS 10%OF TOTAL ADDIT		196 289 545 701 IVA OP	9 134 150			OT ST OT ST OT ST OT ST OT ST OT DT DT	WEEK ENDING: DESCRIPTION: DECORATIVE LIGHT FIXTURES D1	
	LIABILITY TOTAL ADDITIVES		₩₽<₽ <u>⊐</u> й⊐∞ δα	9 9	7.50	2.50	TOTAL HOURS REG OT DT 2.50	CONTRACT NO: COUNTY: DND ELECTRIC JOB # ATP #	FORCE ACCOUNT NO:
	358.25 358.25 358.25 358.25 358.25 358.25 358.25 83.39	SUB-TOTAL PLUS 35% SUB-TOTAL		9AYROLL HRS 358.25 7.50		46.10 69.15 46.10 69.15 46.10 69.15 59.15	PAY RATE REG OT 51.10 76.65	60B42 Dupage 6329	
				on Pay Pe 61.77%		92.20 92.20 92.20	102 20 IN		
	10.600% 5.03% 6.20% 1.45% 10.00%			Per Hour	358.25	115.25 115.25 25		8/27,	
91.73 874.11	37.97 18.02 22.21 5.19 8.34	221.29 579.54 202.84 782.38		TOTAL 221.29	358.25	115.25 115.25 115.25	PAYROLL	8/27/2015	

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

	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		DTAL	TOTAL QUANTITY				υл		į		2.5
				RATE			69 6	A 6				69
	\$10							62.40 e		ы с л с л с		78 18 \$
	AMOUNT \$10,962.00 \$150.00	ı		AMOUNT		237.95		170 00	9	0.00	0.40	70 45

EQUIPMENT EXPENSE

EQUIPMENTEAPENSE												
								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								תיט	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								در د	ө €	27.10	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

DISTRICT ENGINEER TOTAL AMOUNT DUE \$ 13,890.86



September, 1st 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
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F.H. Paschen, SN Nielsen

Job Name 60B42 - Irving Park and York FORCE ACCOUNT FOR AUP - X1400027 Dec Unit Type D2 PERIOD 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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\$392,330.00	40		Subtotal			
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\$120,582.00	\$10,962.00	· [2]	TYPE "D1" DECO LIGHTING UNIT	Sternberg Lighting	11	X1400027
\$970.00	\$970.00		SET/6 1-3/4" X 84" AB'S	Millerbernd Manufacturing Company	4	
\$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	ουου ω ω Ο 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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		10.600% 5.03% 6.20% 1.45% 10.00%				Per Hour 7%	478.50	0 0 178.85 0 138.30	INSUR	8/27	
	122.53	50.72 24.06 6.94 11.14	295.57 774.07 270.92 1044.99			TOTAL 295.57	478.50	178.85 161.35 138.30	PAYROLL	8/27/2015	

DND ELECTRIC INC. 2255 CHURCH ROAD AURORA, IL 60502

EQUIPMENT EXPENSE

MON

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WED

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EQUIPMENT

TOTAL HRS

69

RATE A 22.87 \$

AMOUNT

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Sr. Project Manager

DND Electric Inc.

WEEK ENDING: DESCRIPTION: DECORATIVE LIGHT FIXTURES D2

DESCRIPTION Mini Excavator Breaker

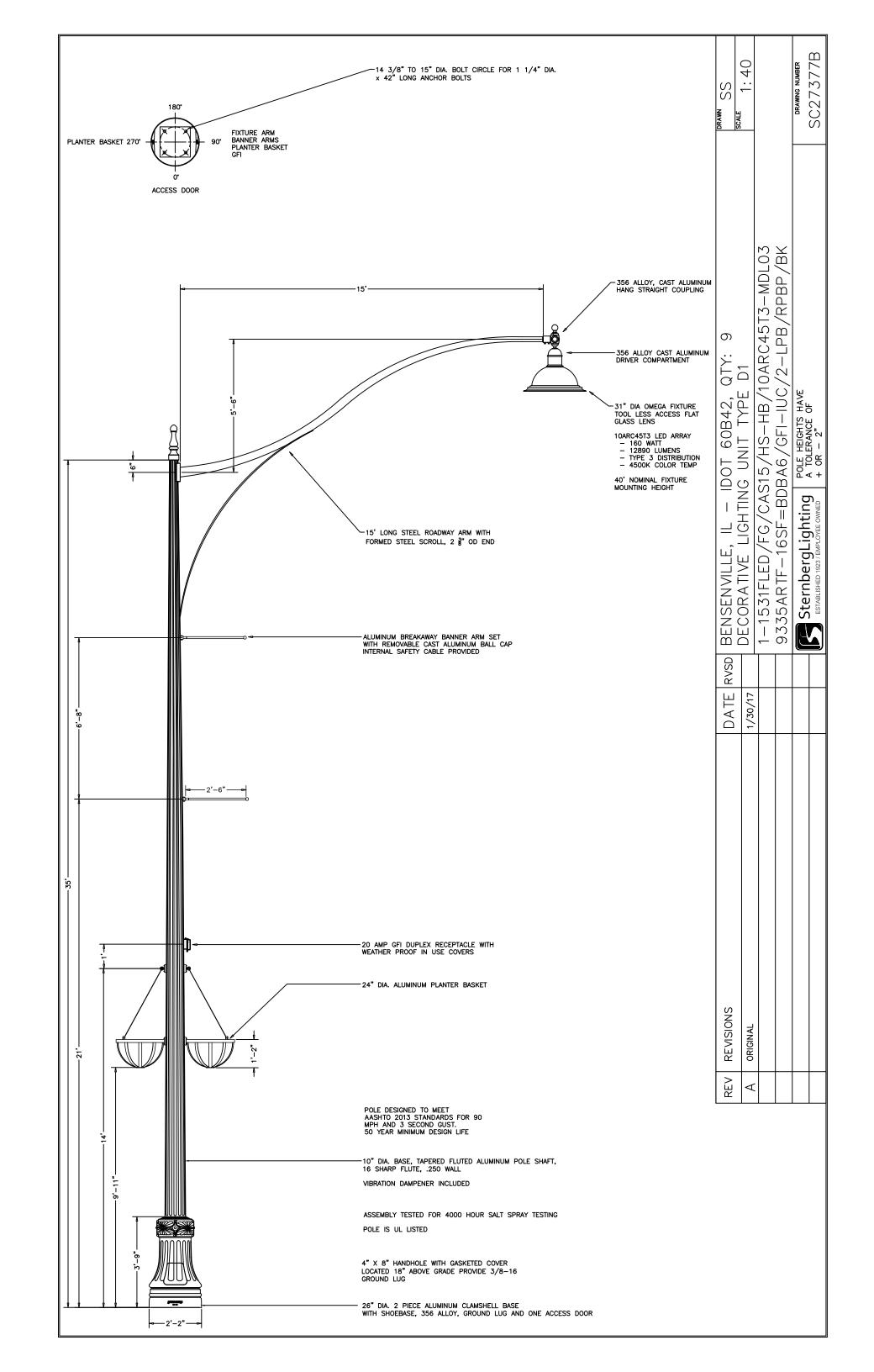
FORCE ACCOUNT NO:

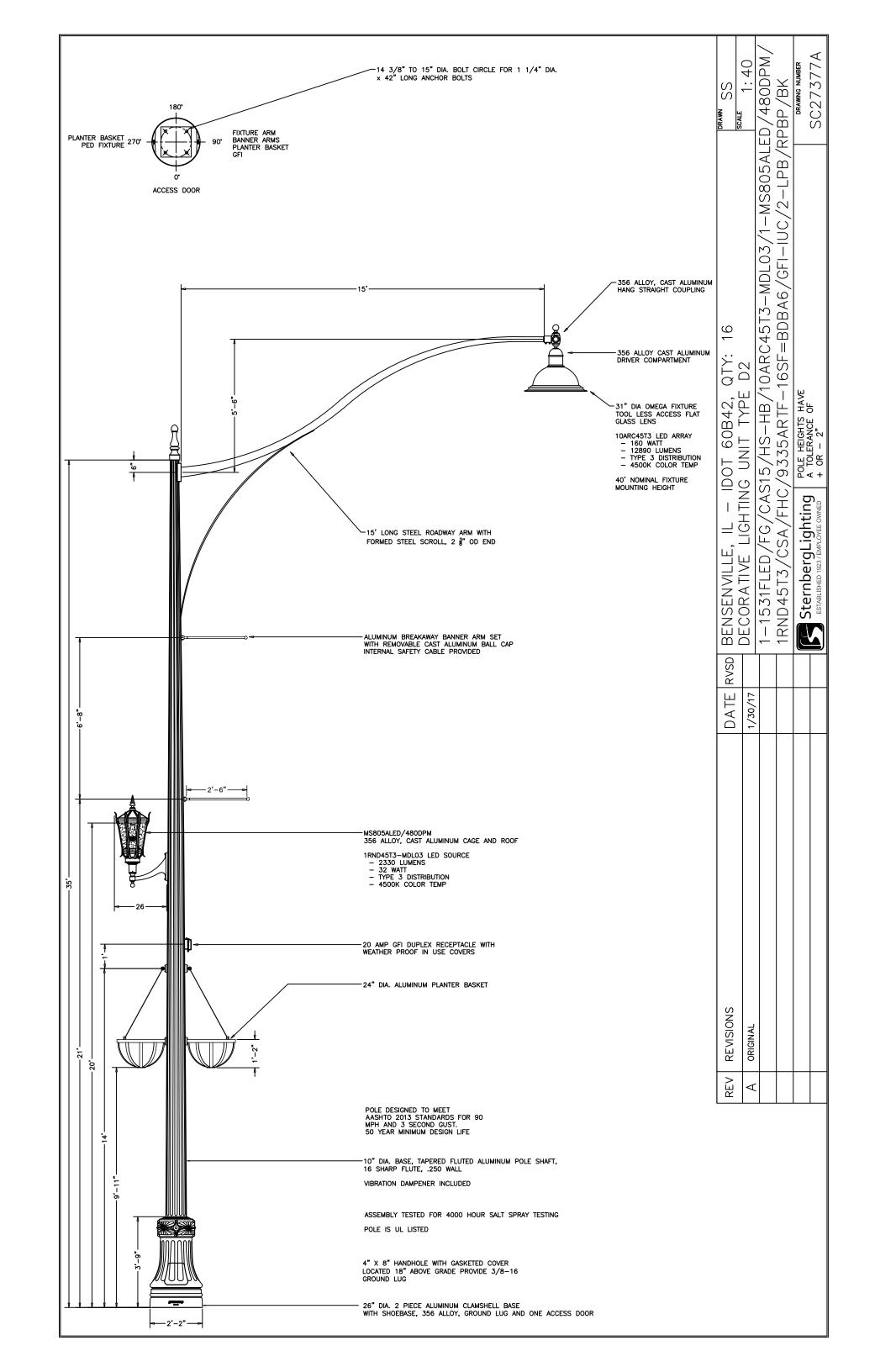
CONTRACT NO: 60B42 COUNTY: Dupage DND ELECTRIC JOB # 6329 ATP #

8/27/2015

	DESCRIPTION DECORATIVE LIGHT FIXTURE TYPE D2 SPLICE KIT - WIRE HARNESS	MATERIAL EXPENSE	TOTAL SUBCONTRACTOR EVERNSE			DESCRIPTION	SUBCONTRACT EXPENSE	TOTAL EQUIPMENT	Bobcat T300	1A - Digger Derrick	F450 Utility Bucket Truck	Wire Trailer	Tilt Deck Trailer	F550 Utility Truck
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Page 2						SAT								
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TYPE: Resolution SUBMITTED BY:

Joe Caracci

DEPARTMENT: Public Works DATE: February 21, 2017

DESCRIPTION:

Consideration 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

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

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

DATE:

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 Committee.

RECOMMENDATION:

Staff recommends approval of the agreement.

BUDGET IMPACT:

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

ACTION REQUIRED:

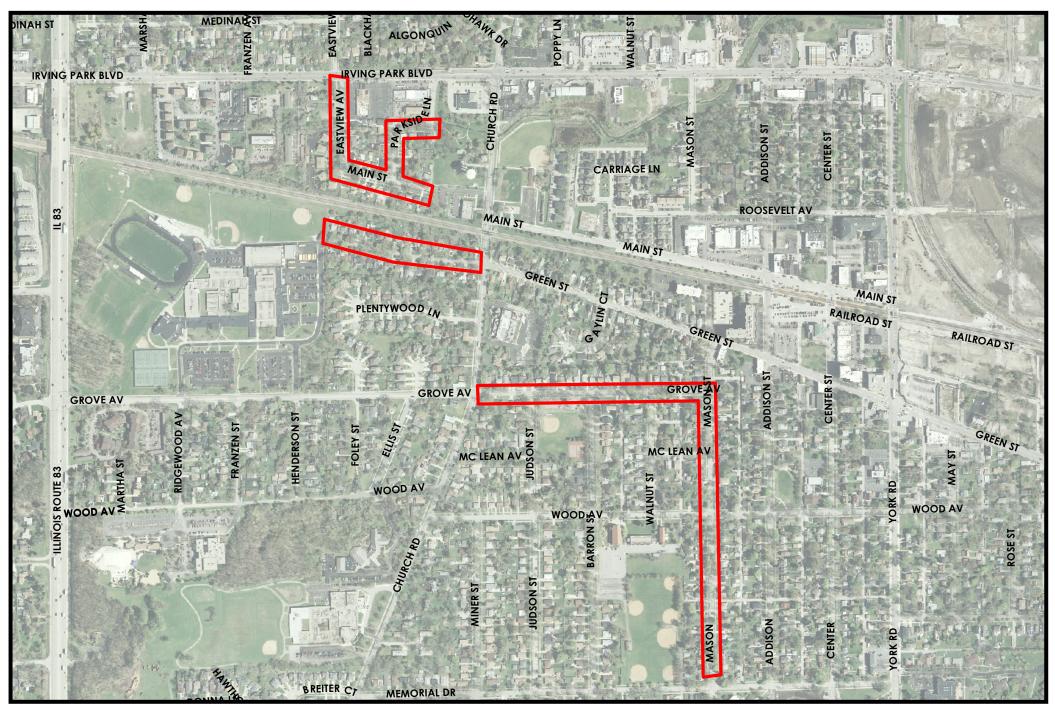
Motion to consider a Resolution authorizing the execution of an Engineering Services Agreement with James J. Benes and Associates, Inc. (JJB) for 2017 CDBG Annual Residential Streetlight Project in the not-to-exceed amount of \$27,906.

ATTACHMENTS:		
Description	Upload Date	Туре
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
RES - 2017 Residential Streetlight - CDBG	2/13/2017	Resolution Letter



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. PF	RELIMIN	IARY EN	GINEEF					
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
	Ű	v		Ū		 1 0 0	ψ101	ψŭ	φ101
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	\$ 0,96 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	40,000	4 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:

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.

SCHED	DULE	
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: _____

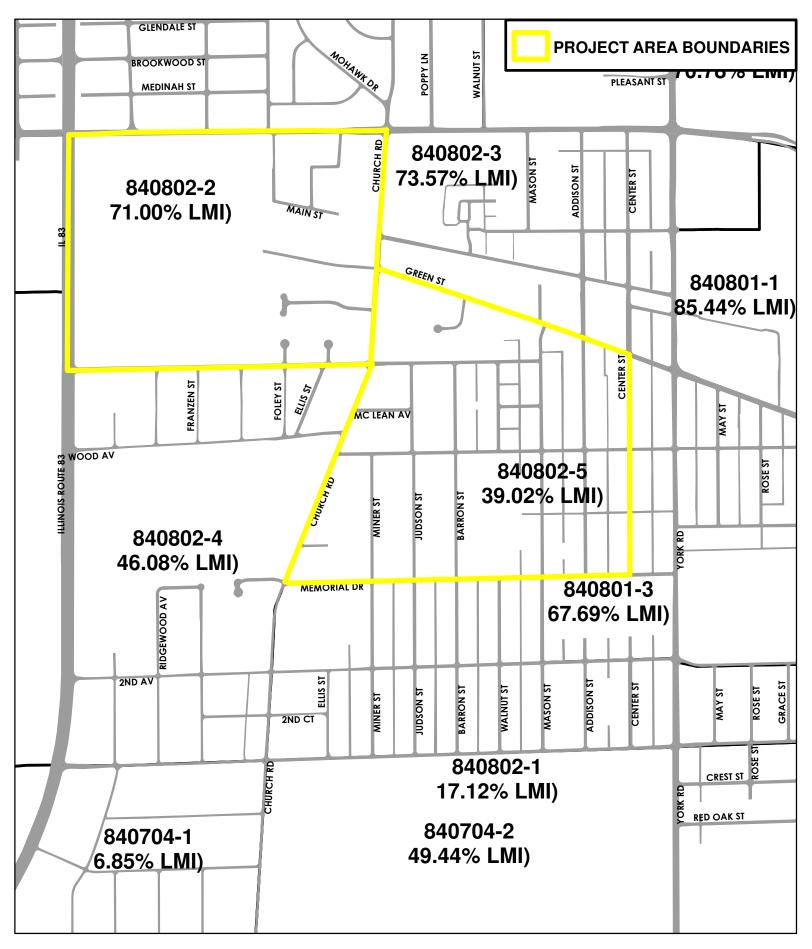
ESTIMATE OF MANHOURS AND COSTS DESIGN ENGINEERING SERVICES FOR VILLAGE OF BENSENVILLE 2017 RESIDENTIAL STREET LIGHTING PROGRAM

							TOTAL		
		SR.	PROJ.		TOTAL	DIRECT	PAYROLL	DIRECT	TOTAL
CATEGORY OF SERVICE	PRINC.		ENG.			PAYROLL	COST	COSTS	COST
			IARY EN	-		\$100	# ==0	* 0	# ==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
						A2 2 1 2	* 2.122	^	^
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					\$100	φ101	ψü	<i>Q</i>101
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	⊅ 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 2 0,001	φ-100	Ψ 21,2 37



Village of Bensenville

CDBG Residential Street Lighting Project



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:	

TYPE:

SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works DATE: February 21, 2017

DESCRIPTION:

Consideration 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

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:

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 Committee.

RECOMMENDATION:

Staff recommends the approval of the purchase order.

BUDGET IMPACT:

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

ACTION REQUIRED:

Motion to consider 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

QUOTE - Concrete Poles	2/13/2017	Backup Material
RES - Concrete Streetlight Pole - Traditional Concrete	2/13/2017	Resolution Letter



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.

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:	

TYPE:

SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works DATE: February 21, 2017

DESCRIPTION:

Consideration 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

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

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

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.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends moving forward with BA Lighting, LLC on the LeoTek GCM2 / GC1 Combination.

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.

ACTION REQUIRED:

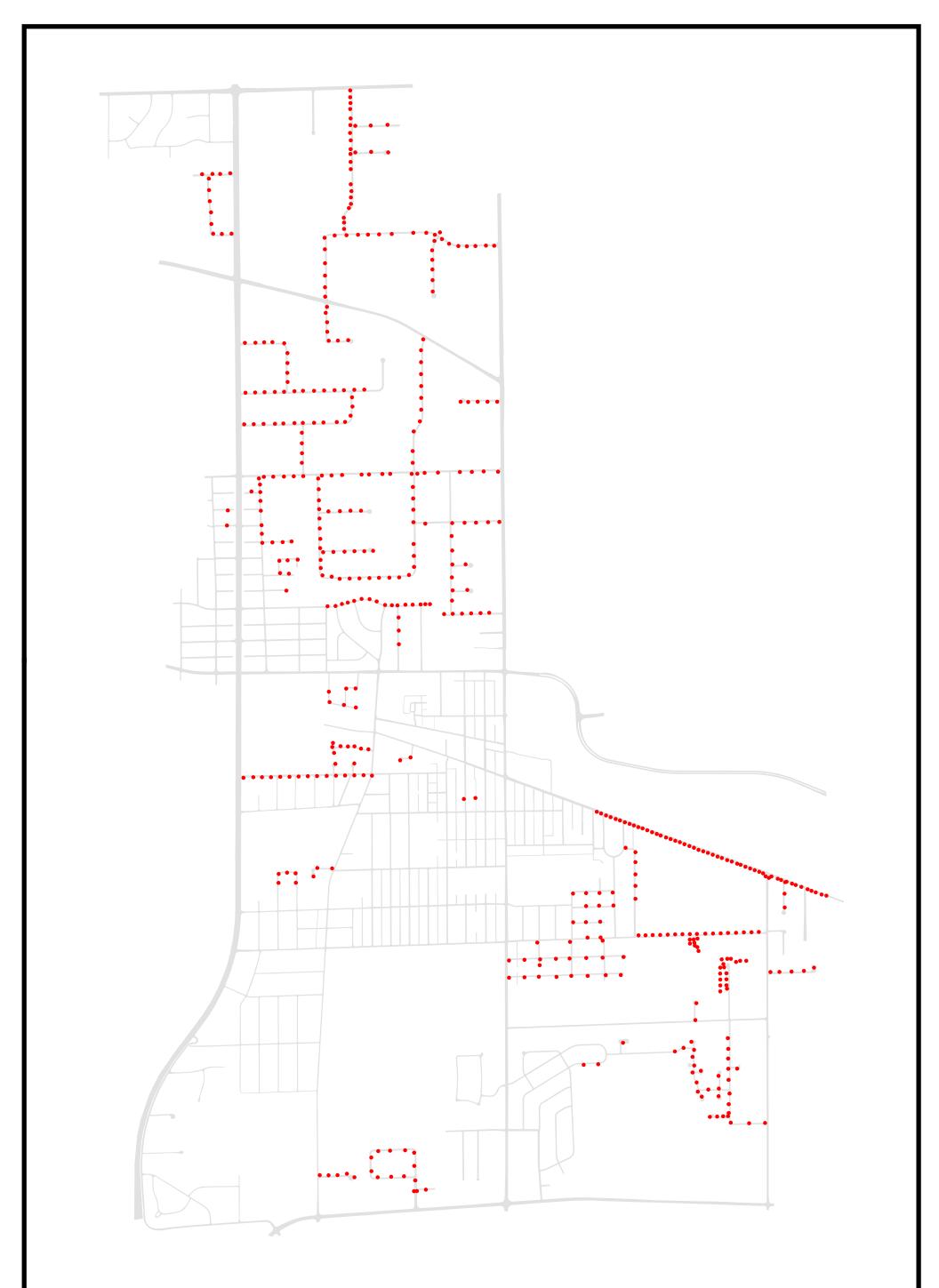
Motion to consider a Resolution authorizing the execution of a contract with BA Lighting, LLC for the Village Roadway Streetlight Replacement Project (DCEO Incentive) in the not-to-exceed amount of \$15,000.

ATTACHMENTS:		
Description	Upload Date	Туре
MAP - Roadway Lighting Replacement	2/15/2017	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
RES - Village Roadway Lighting Replacement (DCEO Incentive)	2/15/2017	Resolution Letter



Village of Bensenville

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



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	PRICE	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	Total \$10,729.13
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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

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
					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	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		-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





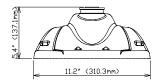
Project Type Catalog No.

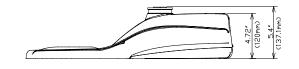
GreenCobra[®] Midsize LED Street Light GCM F-Series

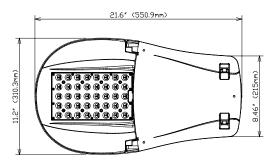
Luminaire Data

 Weight
 10 lbs [4.6 kg]

 EPA
 0.44 ft²







Ordering Information

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

Dr	oduct	LED		/oltage		Color		stribution		inish	C	Prive		Options
	Juuci	No. & Type		Voltage	Tem	perature		Stribution	•	misn	Cu	rrent ¹		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 ² 530 ² 700 1A ³	350mA 530mA 700mA 1A	FDC ⁴ LPCR PCR5 ⁵	Fixed Drive Current Less Photocontrol Receptacle ANSI 5-wire Photo-
GCM2	30F@ 700mA to	40F							DK	DIdCK	IA		PCR5	ANSI 5-Wile Photo- control Receptacle ANSI 7-wire Photo- control Receptacle
	1A, 40F @												PCR5-CR ⁶	Control Ready 5-wire PC Receptacle
	700mA to 1A												PCR7-CR ⁶	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 ⁷	House Side Shield, Snap-On*
CSS ⁸	Cul-De-Sac Side Shield, Snap-On*
SPB ⁹	Square Pole Horizontal Arm Bracket
RPB ⁹	Round Pole Horizontal Arm Bracket
PTB ⁹	Pole Top Tenon Horizontal
	Arm Bracket
WB ⁹	Wall Horizontal Arm Bracket
BSK	Bird Deterrent Spider Kit
PC ¹⁰	Twist Lock Photocontrol
LLPC ¹⁰	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[™] 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

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.² 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 U0 G2

B2 U0 G2

102

87

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

B2 U0 G2

B2 U0 G2

,	All data nominal. IES file	es for all CCTs are availab	le at leotek.com.			Type 2	Type 3
	No. of LEDs & Type	Drive Current (mA)	System Wattage (W)	Delivered Lumens (Lm)	Efficacy (Lm/W) ¹	BUG Rating	BUG Rating
		350	36	3900	108	B1 U0 G1	B1 U0 G1
	GCM1 30F	530	53	5620	106	B1 U0 G1	B2 U0 G2
		700	69	7000	100	B2 U0 G2	B2 U0 G2
	CCN42 205	700	69	7000	100	B2 UO G2	B2 UO G2
	GCM2 30F	1000	104	9200	88	B2 UO G2	B2 UO G2

Performance Data: 3000K (WW)

GCM2 40F

700

1000

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

	s for all CCTs are availabl	Type 2	Туре 3			
No. of LEDs & Type	Drive Current (mA)	System Wattage (W)	Delivered Lumens (Lm)	Efficacy (Lm/W) ¹	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
CCN42 205	700	69	6950	101	B2 UO G2	B2 UO G2
GCM2 30F	1000	107	9100	85	B2 UO G2	B2 UO G2
CCN2 405	700	94	9400	100	B2 U0 G2	B2 U0 G2
GCM2 40F	1000	137	11750	86	B2 U0 G2	B2 U0 G2

9000

12000

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.

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GreenCobra™ LED Street Light GC1

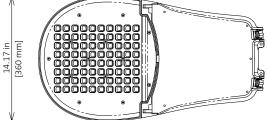
Luminaire Data

 Weight
 21 lbs [9.5 kg]

 EPA
 0.9 ft²



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	v	oltage ⁶		Color Iperature	Di	stribution	F	inish ²		rive rrent ¹		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 ³	350mA 530mA 700mA 1A	HSS ⁴ FDC ⁵ 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 Square Pole Horizontal Arm Bracket Round Pole Horizontal Arm Bracket Pole Top Tenon Horizontal Arm Bracket Wall Horizontal Arm Bracket Bird Deterrent Spider Kit

Accessories*

HSS7

SPB⁸

RPB⁸

PTB⁸

 BSK
 Bird Deterrent Spider Kit

 PC⁹
 Twist Lock Photocontrol

 LLPC⁹
 Long-Life Twist Lock Photocontrol

 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[™] 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) ¹	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.

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

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	LEOTEK - 172W LED STI LUMENS; TYPE 2; 4000K CELL RECEPTACLE 10 YEAR WARRANTY (E	; UNV; BRONZE; PHOTO	30	498.46	14,953.80
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

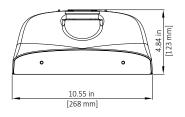
Туре

Catalog No.

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

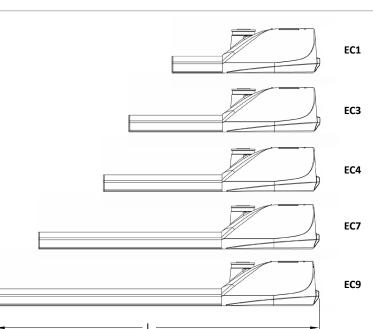
Luminaire Data

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



Ordering Information

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



Product & No. & Type of LEDs		Input Voltage		elated Color mperature	D	istribution	Fi	nish ¹		Drive urrent ²		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 ³	350mA 530mA 700mA 1050mA	FDC ⁴ LPCR PCR5 ⁵ PCR7 ⁵ PCR5-CR ⁵ PCR7-CR ⁵ 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 ⁶	House Side Shield, Snap-On
CSS ⁷	Cul-De-Sac Side Shield, Snap-On
SPB ⁸	Square Pole Horizontal Arm Bracket
RPB ⁸	Round Pole Horizontal Arm Bracket
PTB ⁸	Pole Top Tenon Horizontal
	Arm Bracket
WB ⁸	Wall Horizontal Arm Bracket
BSK	Bird Deterrent Spider Kit
PC ⁹	Twist Lock Photocontrol
LLPC ⁹	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[™] 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)	System Wattage (W)	Delivered Lumens (lm) ¹	Efficacy (Im/W)	Delivered Lumens (lm) ¹	Efficacy (lm/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) ¹	Efficacy (Im/W)	Delivered Lumens (lm) ¹	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 G1	B1 U0 G1	B1 U0 G0	B1 U0 G0
F01 4142	530	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G0
EC1 4M2	700	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
	1050	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
	350	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G0
EC1 6M2	530	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
	700	B1 U0 G1	B1 U0 G1	B1 U0 G1	B3 U0 G1
	350	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
EC3 10M2	530	B2 U0 G2	B1 U0 G1	B2 U0 G2	B3 U0 G1
	700	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
	350	B1 U0 G1	B1 U0 G1	B1 U0 G1	B3 U0 G1
EC3 12M2	530	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G1
	700	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
	350	B2 U0 G2	B1 U0 G2	B2 U0 G2	B3 U0 G1
EC4 15M2	530	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
	700	B3 U0 G3	B2 U0 G2	B3 U0 G2	B4 U0 G2
	350	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G1
EC7 18M2	530	B2 U0 G2	B2 U0 G2	B2 U0 G2	B4 U0 G2
	700	B3 U0 G3	B2 U0 G2	B3 U0 G2	B4 U0 G2
	350	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
EC7 20M2	530	B3 U0 G3	B2 U0 G2	B3 U0 G2	B4 U0 G2
	700	B3 U0 G3	B3 U0 G2	B3 U0 G2	B4 U0 G2
	350	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
EC7 24M2	530	B3 U0 G3	B2 U0 G2	B3 U0 G2	B4 U0 G2
	700	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2
	350	B3 U0 G3	B2 U0 G2	B3 U0 G2	B4 U0 G2
EC9 30M2	530	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2
	700	B3 U0 G3	B3 U0 G3	B3 U0 G3	B5 U0 G3



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 G1	B1 U0 G1	B1 U0 G1	B1 U0 G0
FC1 4N42	530	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G0
EC1 4M2	700	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
	1050	B1 U0 G1	B1 U0 G1	B1 U0 G1	B3 U0 G1
	350	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
EC1 6M2	530	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
	700	B1 U0 G1	B1 U0 G1	B1 U0 G1	B3 U0 G1
	350	B1 U0 G1	B1 U0 G1	B1 U0 G1	B3 U0 G1
EC3 10M2	530	B2 U0 G2	B1 U0 G1	B2 U0 G2	B3 U0 G1
	700	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
	350	B1 U0 G1	B1 U0 G1	B1 U0 G1	B3 U0 G1
EC3 12M2	530	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
	700	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
	350	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G1
EC4 15M2	530	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
	700	B3 U0 G3	B2 U0 G2	B3 U0 G2	B4 U0 G2
	350	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
EC7 18M2	530	B3 U0 G3	B2 U0 G2	B3 U0 G2	B4 U0 G2
	700	B3 U0 G3	B2 U0 G2	B3 U0 G3	B4 U0 G2
	350	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
EC7 20M2	530	B3 U0 G3	B2 U0 G2	B3 U0 G2	B4 U0 G2
	700	B3 U0 G3	B3 U0 G2	B3 U0 G3	B4 U0 G2
	350	B2 U0 G2	B2 U0 G2	B2 U0 G2	B4 U0 G2
EC7 24M2	530	B3 U0 G3	B3 U0 G2	B3 U0 G2	B4 U0 G2
	700	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2
	350	B3 U0 G3	B2 U0 G2	B3 U0 G2	B4 U0 G2
EC9 30M2	530	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G3
	700	B3 U0 G3	B3 U0 G3	B3 U0 G4	B5 U0 G3



E-Cobra[™] 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.

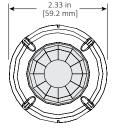
Listings/Ratings

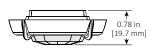
Sensor is TUV, UL and cUL listed, IP66 rated and CE compliant.

Warranty

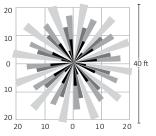
5-year limited warranty on luminaire and components with motion sensor.

MSL3 Dimensions

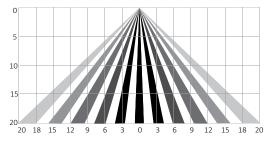




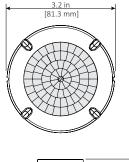
MSL3 Lens Coverage Top View



MSL3 Lens Coverage Side View

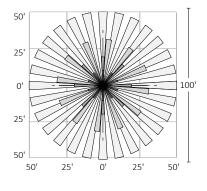


MSL7 Dimensions

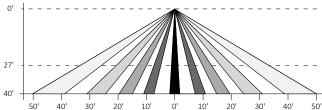




MSL7 Lens Coverage Top View



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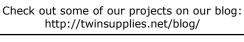
Village of Bensenville 717 E. Jefferson Attn: Rick Radde Bensenville, IL 60106

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	I	\$190,867.48
<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[®] Series

LEDway[®] 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[®] Precision Delivery Grid[™] optic

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

CRI: Minimum 70 CRI

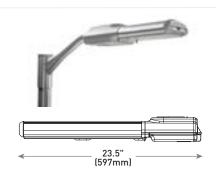
CCT: 3000K (+/- 300K), 4000K (+/- 300K), 5700K (+/- 500K)

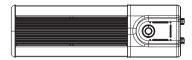
Limited Warranty[†]: 10 years on luminaire/10 years on Colorfast DeltaGuard[®] finish

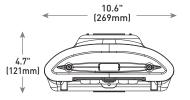
Backlight Shield

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	A 136W	30K 3000K 40K 4000K 57K 5700K	Control by others Refer to <u>Dimming spec sheet</u> 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	 Field Adjustable Output Refer to Field Adjustable Output spec sheet for details NEMA* Photocell Receptacle

* 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[®] 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)¹

Ambient	Initial LMF	25K hr Projected² LMF	50K hr Projected² LMF	75K hr Calculated³ LMF	100K hr Calculated ³ 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

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

²In 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

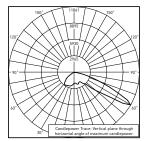
Packaged LED chip) ^aIn accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing ([DUT] i.e. the packaged LED chip)



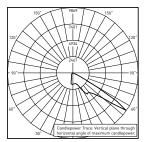
Photometry

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

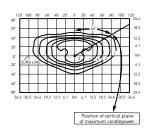


RESTL Test Report #: PL06677-001B STR-LWY-2ME-**-1-F-UL-A-40K Initial Delivered Lumens: 14,256

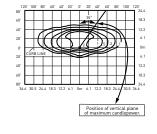


RESTL Test Report #: PL06677-002B STR-LWY-2ME-**-1-F-UL-A-40K w/STRLWY-BLS1 Initial Delivered Lumens: 9,959

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

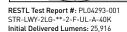
** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt

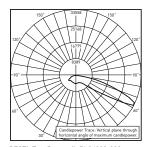
Type II Medium w/BLS Distribution

	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

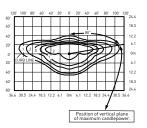
* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered

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

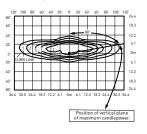




RESTL Test Report #: PL04293-002 STR-LWY-2LG-**-2-F-UL-A-40K w/STRLWY-BLS2 Initial Delivered Lumens: 18,309



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

	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

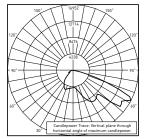
BUG

Canada: www.cree.com/canada

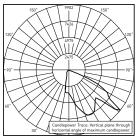
Photometry

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

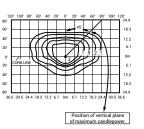
3ME



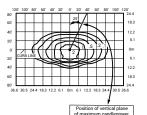
RESTL Test Report #: PL04554-001 STR-LWY-3ME-**-2-F-UL-A-40K Initial Delivered Lumens: 26,811



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

80 60 Type III Medium Distribution 3000K 4000K 5700K Input BUG BUG BUG Initial Initial Initial Power Ratings* Ratings* Ratings* Delivered Delivered Delivered Designator Per Per Per Lumens* Lumens' Lumens* TM-15-11 TM-15-11 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 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 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

5	Type IV Mee	dium Distrib	ution			
		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*
	А	10,961	B2 U0 G2	13,153	B3 U0 G3	14,076

¹ 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

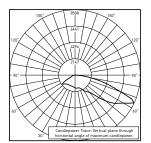
** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt

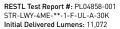


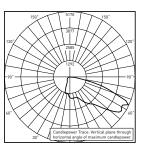
BUG Ratings** Per TM-15-11

B3 U0 G3

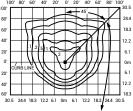
4ME



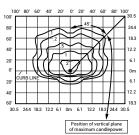




RESTL Test Report #: PL04859-001 STR-LWY-4ME-**-1-F-UL-A-30K w/STRLWY-BLS1 Initial Delivered Lumens: 7,395



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 @ 90°	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[‡] (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

[‡] 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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High Efficiency Lighting

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OAK BROOK, IL 60523

EMAIL: info@twinsupplies.net

Bensenville Public Works 717 E. Jefferson Bensenville, IL 60106

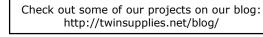
Ship To

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	PHILIPS 160W LED; ROA 16,472 LUMENS; RFM-160W48LED4K-T-R GY ****TYPE 3 GRAY***	3M-UNIV-DMG-RCDW		30	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	DCEO-INCENTIVE BASED UPON APPROVAL OF PY9 REBATE AMOUNTS ***When the incentive check is received, the full amount of the check will be due to Twin 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 ^{2,4} 3000K: 72W32LED3K-T 108W32LED3K-T 108W48LED3K-T ^{2,4} 160W48LED3K-T ^{2,4}	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 ¹⁶ Dimmable driver 0-10V Optional: Dynadimmer Economy Profile CDMGE25 ^{2,4,5,6} CDMGE50 ^{2,4,5,6} CDMGP7 ^{2,4,5,6} CDMGM75 ^{2,4,5,6} CDMGM75 ^{2,4,5,6} CDMGM75 ^{2,4,5,6} CDMGS50 ^{2,4,5,6} CDMGS50 ^{2,4,5,6} CDMGS50 ^{2,4,5,6} CDMGS50 ^{2,4,5,6} CDMGS50 ^{2,4,5,6} CDMGS7 ^{2,4,5,6} DALI ^{2,4,5,6} Digitally Adressable Lighting Interface DMG-AST* ^{2,4} Adjustable Startup Time DMG-CL0* ^{2,4,5} Constant Light Output DMG-OTL* ^{2,4} Over The Life 'Includes 0-10v dimming	None (leave blank) FAWS ⁵ Field Adjustable Wattage Selector (optional)	Standard: RCD ^{1,3,7} Receptacle for twist-lock photocell or shorting cap, 5-pin (standard) Optional: RCD ^{3,7} Receptacle for twist-lock photocell or shorting cap, 7-pin (optional)	None (leave blank) SP2 ⁸ 20kV / 20kA Surge Protector (optional)	HS House side shield, 1 per 16 LED light engine PH8 ³ Twist-lock Photoelectric Cell, UNIV (120-277VAC) PH8/347 ³ Twist-lock Photoelectric Cell, HVU (347VAC) PH8/480 ³ Twist-lock Photoelectric Cell, HVU (480VAC) PH8L ³ Twist-lock Photoelectric Cell, extended life, UNIV (120-277VAC) PH9 ³ 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 CPCD¹

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 hrs¹

	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	- N/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 hrs¹

	Typical	Typical	LED		Туріса	ıl Systen	n Curren	t (A) @		F (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	^{IN} ,	/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		/^	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

L₇₀ >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)

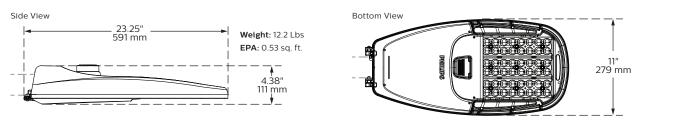
FAWS Position	Typical Delivered Lumens Multiplier	Typical System wattage and typical current
1	0.37	0.29
2	0.55	0.50
3	0.62	0.58
4	0.71	0.69
5	0.77	0.75
6	0.81	0.81
7	0.84	0.87
8	0.94	0.91
9	0.98	0.96
10	1.00	1.00

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 ₇₀ Hours	L ₇₀ 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° C / -40° 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 ± 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 North America Corporation 200 Franklin Square Drive, Somerset, NJ 08873 Tel. 855-486-2216

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

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: _____

TYPE:

SUBMITTED BY: Joe Caracci

<u>Resolution</u>

DEPARTMENT: Public Works DATE: February 14, 2017

DESCRIPTION:

Consideration 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

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

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

DATE:

February 21, 2017

BACKGROUND:

The Village owns and maintains Facilities such as Village Hall, Police Station, Public Works Facilities, Edge Ice 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 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.

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.

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.

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 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 will be provided at the Committee Meeting. We are also looking into other potential projects to take advantage of as part of the bonus incentive. This will be presented at the Committee level as well.

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 Committee.

RECOMMENDATION:

Staff recommends moving forward with Twin Supplies, Ltd. on these four projects utilizing in-house staff for all the project except the pool light replacement.

BUDGET IMPACT:

This was an unexpected and unbudgeted item, however, this incentive is not expected to be repeated. In order to take advantage of this incentive, staff would be willing to postpone scheduled HVAC Replacement (\$40,000) in the CIP.

ACTION REQUIRED:

Motion to consider 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:		
Description	Upload Date	Туре
QUOTE - Pool Project (with backup)	2/15/2017	Backup Material
QUOTE - Edge I / Aquatic Center Exterior Project	2/15/2017	Backup Material
QUOTE - Edge II Exterior Project	2/15/2017	Backup Material
QUOTE - Redmond Exterior Project	2/15/2017	Backup Material
RES - Village Facility Lighting Replacement (DCEO Incentive)	2/15/2017	Resolution Letter

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

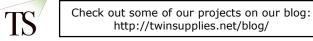
Aquatic Center 545 John Street Bensenville, IL 60106

Total

\$19,968.40

	Customer Contact	Customer Phone		1		- 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!	_1	5	Subtotal		\$19,968.40
	Chask of	ut come of our projects on a		Sales Tax	ĸ (0.0%)	\$0.00





http://twinsupplies.net/blog/

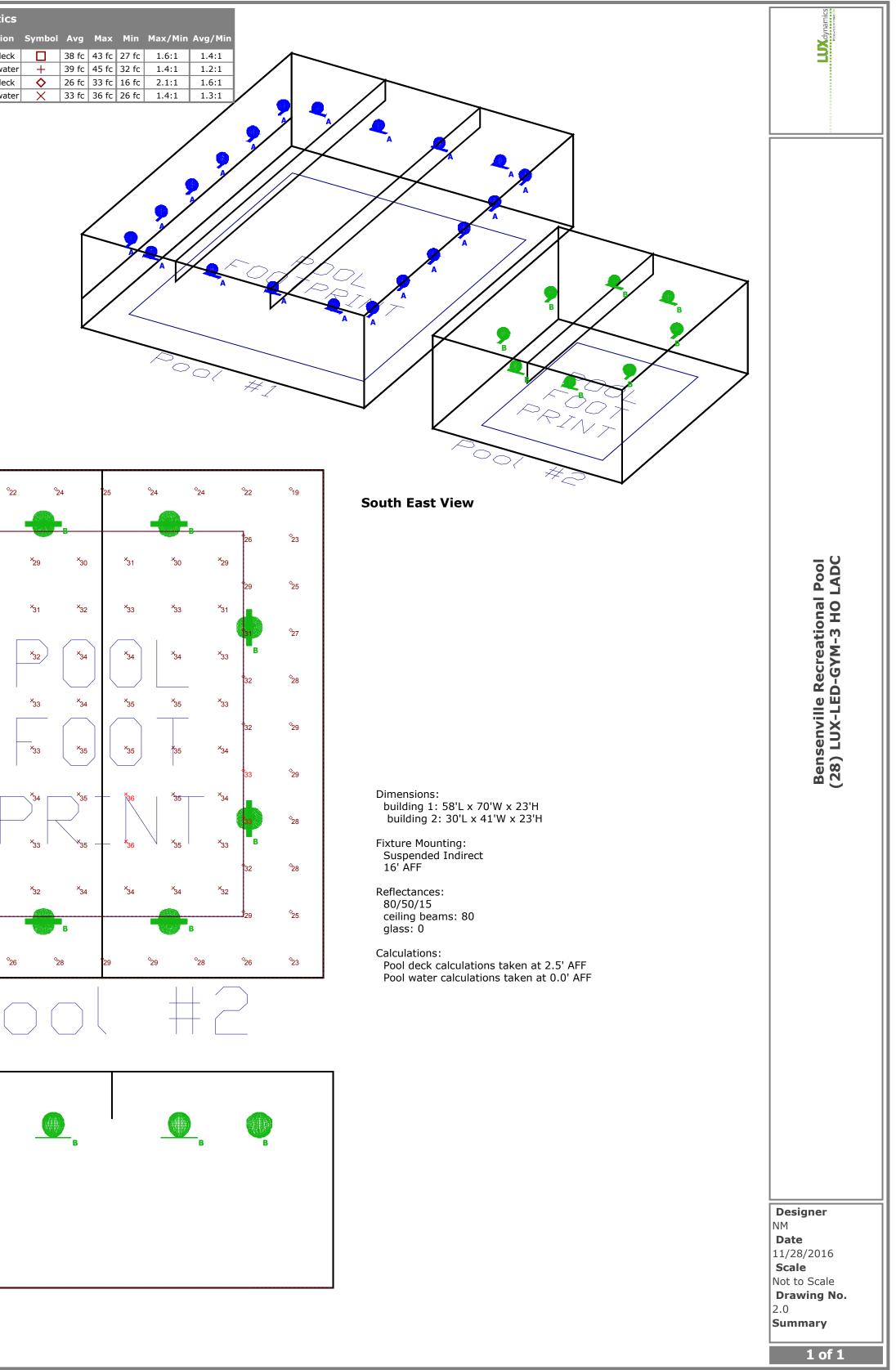


Estimate #

Date

2/15/2017 565-23-181B

hedule Symbol	Label	Quantit 20	y Manufactu Suxess Inc. LUX Dynam		Catalog Numl LED-GYM-3-UN HO LADC		Descriptio 48"L. X 16' HIGH BAY	on 'W. X 1.5"H.∣	LED	Lamp		Number Lamps	Filename L031601809 (GYM-3 850 LADC).IES	Lamp		Wattage 262.63	Statistic Descriptio Pool #1 dec Pool #1 wat
	В	8	Suxess Inc. LUX Dynam	, dba iics	LED-GYM-3-UN HO LADC	V - 850	48"L. X 16' HIGH BAY	'W. X 1.5"H. I	LED			1	L031601809 (GYM-3 850 LADC).IES	iR02 27587.5 HO	8 0.9	262.63	Pool #2 dec Pool #2 wat
⁰ 29	34	⁹ 36	36	⁻ 37	[°] 39	39	⁰ 39	38	[□] 36	[°] 36	35	[¤] 34	30				
⁰ 34	[□] 40	⁰ 41	[¤] 41	[□] 41	41	[□] 41	[°] 42	⁻⁴¹	[□] 40	[°] 41		[□] 39	[□] 35				
°37	⁺ 40	+41	⁺ 41	+41	⁺ 41	⁺ 40	+40	+40	+40	⁺ 41	⁺ 40	+40	- 38 ▲				
⁰ 38	+42	+43	⁺ 43	+41	+40	+39	+39	+40	+41	+42	⁺ 43	+42	40				
⁰ 41	⁺ 43	+44	⁺ 43	+40	+38	+37	+37	⁺ 38	+40	+42	+44	+44	42				
[•] 41 A	⁺ 44	+44	⁺ 42	+39	+36	⁺ 35	⁺ 35	⁺ 36	+39	+42	⁺ 45	+44	▲ [□] 43				
^u 40	⁺ 43	+44	⁺ 42	⁺ 38	⁺ 35	+34	+34	⁺ 35	+38	⁺ 42	⁺ 45	+44	43				
[°] 40	⁺ 43	⁺ 43	⁺ 41	+37	+34	+32	+32	⁺ 34	+37	⁺ 41	+44	+44	₽42			^{\$} 16	°19 (
▲ [□] 40	⁺ 43	⁺ 43	+40	+36	+33	+32	+32	⁺ 34	+37	⁺ 41	+44	+44	A ¹ 43			^{\$} 19	23
[°] 39	⁺ 42	+43	⁺ 40	+36	+33	⁺ 32	+32	*34	- +37	+41	⁺ 44	+44	[□] 43			^{\$} 21	×26 225
⁻ 37 A	⁺ 42	+42	- +40	36	34	+32	+32	+34	_ 737	+41	⁺ 43	+44	42 ▲			^{\$} 23	×28
⁰ 39	⁺ 42	+42	⁺ 40	⁺ 37	⁺ 34	⁺ 33	+33	⁺ 35	⁺ 38	⁺ 41	⁺ 44	+44	[□] 43			^{\$} 24	b × ₃₀
[°] 37	⁺ 41	+42	⁺ 40	+37	+36	⁺ 35	+35	+36	+38	⁺ 41	⁺ 43	⁺ 43	⁻⁴²			^{\$} 25	×30 *29
A 37	⁺ 40	⁺ 41	⁺ 40	⁺ 38	⁺ 37	⁺ 37	+37	+38	+39	⁺ 41	⁺ 43	⁺ 42	A ¹² 41			^{\$} 25	×31 *29
⁰ 37	⁺ 39	⁺ 41	⁺ 40	+39	+39	+39	⁺ 39	⁺ 39	+40	⁺ 41	⁺ 42	+41	40			\$24	×31
¹ 34	⁺ 37	+39	⁺ 39	+39	+39	⁺ 39	⁺ 39	⁺ 39	+39	+40	+39	+39	□37 A			^{\$} 23	B × ₃₁ ⁹ 28 × ₂₉
⁰ 31	^D 37	₽ 39	[□] 38	[□] 38	"39	[□] 39	⁰ 39	□39	□39	[□] 38	₽ 38	⁰ 37	[□] 33			22	
[°] 27	32	[°] 34	⁵ 34	⁻ 34	[°] 35	⁵ 35	[°] 35	ີ35	⁻ 34	[°] 34	33	[°] 32	ີ29			°19	°23
									_								
					1								an View				
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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

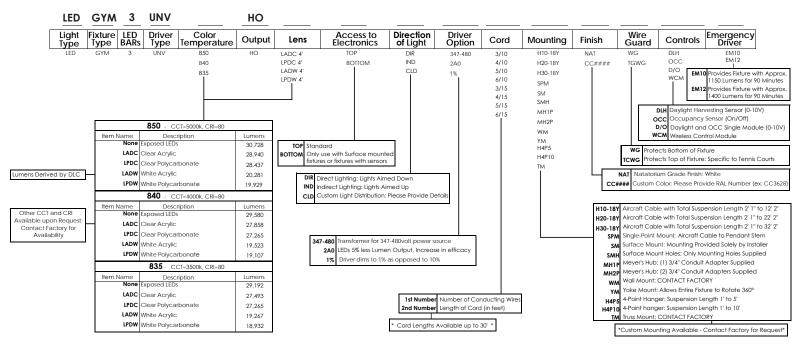
Fixture Dimensions:

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

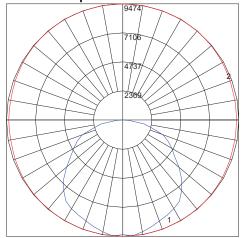
Coefficients of Utilization - Zonal Cavity Method

												-							
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.

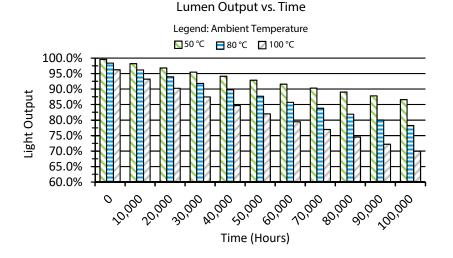
Daylight Harvesting & Occupancy Sensor-	Dim Daylight Harvest	ing Sensor - Dim	Occupancy Sens	sor - On/Off	Wireless Control Module		
Control Type PIR/Photocell 1-10V	Control Type	Photocell 1-10V	Control Type	PIR Line Voltage	Quantity Needed Per Fixture	1	
Ambient Temperature 5°C to 55°C	Ambient Temperatu	ire 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 Battery (10-Watt)			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℃ to 55℃		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				

LUX dynamics 1350 Capital Blvd Reno, NV 89502 Phone: 775.200.0707 Fax: 775.313.0888 www.luxdynamics.com

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 Hou	rs (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%

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

Customer Contact	Customer Phone			_	
	630-350-3432			Rep	Project
	- · · · · · · · · · · · · · · · · · · ·			CS	
Item	Desc	ription	Qty	Rate	Total
	AQUATIC CENTER OU	TDOOR LIGHTING *			
LUMECON- LWP-FT-25-NW	LUMECON 24 WATT LEE WALL PACK; 2474 LUME WARRANTY (DLC)	FORWARD THROW NS; 90,000 HRS. 10 YEAR	13	255.00	3,315.00
LEOTEK-GCM2 88W	LEOTEK - 88W LED STRE LUMENS; TYPE 3; 4000K CELL RECEPTACLE 10 YEAR WARRANTY; PI (DLC)	UNV; BRONZE; PHOTO	7	242.36	1,696.52
LUMECON- SIDE TENON MOU	JNT LUMECON - SIDE TENON POWDER COATED****	MOUNT ****WHITE	7	65.00	455.00
LABOR	LABOR (\$2,000)				
DCEO-INCENTIVE	DCEO-INCENTIVE BASE ***When the incentive chec Illinois, the full amount of th Supplies the next day****	is received from the State o		-2,578.30	-2,578.30
Thank you for your business!			Subtotal		\$2,888.22
	k out some of our projects on o		Sales Ta	x (0.0%)	\$0.00
	http://twinsupplies.net/blog/	_	Total		\$2,888.22

ESTIMATE

Date Estimate # 2/15/2017

5584-30-19B

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		I	_	
Γ		630-350-3432			Rep	Project
L		·]		CS	
	Item	Des	cription	Qty	Rate	Total
		****ICE ARENA****				
LUME	CON- LWP-FT-25-NW	LUMECON 24 WATT LEI WALL PACK; 2474 LUM 90,000 HRS. 10 YEAR WA	ENS;	20	255.00	5,100.00
INTERI	MATIC-EK4036S	INTERMATIC - 120-277V PHOTO CELL	PUSH BUTTON LED	20	14.75	295.00
LABOR	R	LABOR (\$1,700)				
LIFT		LIFT RENTAL (\$300)				
DCEO-	INCENTIVE		ED UPON APPROVAL ck is received from the State o he check will be due to Twin	f	-1,200.00	-1,200.00
Thank y	you for your business!			Subtotal		\$4,195.00
		eck out some of our projects on our blog: http://twinsupplies.net/blog/			c (0.0%)	\$0.00
٥Ĥ	ä I2 └──	http://twinsupplies.net/blog	<u> </u>	Fotal		\$4,19



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

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

Redmond Park 735 E Jefferson St, Bensenville, IL 60106

Customer Contact	Customer Phone]	Rep	Project
	630-350-3432			CS	Fiojeci
Item	Des	cription	Qty	Rate	Total
	REDMOND PARK				
LEOTEK-GCM2 88W	LEOTEK - 88W LED STR LUMENS; TYPE 3; 4000k CELL RECEPTACLE 10 YEAR WARRANTY; F (DLC)	; UNV; BRONZE; PHOTO	13	242.36	3,150.68
LUMECON- SIDE TENON MOUNT	LUMECON - SIDE TENO ****BRONZE****	N MOUNT	13	65.00	845.00
LUMECON- LWP-FC-MN-25-NW	LUMECON - 24W LED M 2470 LUMENS; 8.75" WI (DLC)	INI CUT OFF WALL PACK; DE; 10 YR. WARRANTY	9	235.00	2,115.00
LUMECON- LF-RB-25-NW	LUMECON 24W LED RO 2069 LUMENS 10 YEAR	UND BACK FLOOD LIGHT; WARRANTY (DLC)	2	255.00	510.00
LUMECON- LC-LG-40-DB-SFM-1		WATT LED CANOPY; DLC; (EAR WARRANTY (DLC)	6	315.00	1,890.00
INTERMATIC-EK4036S	INTERMATIC - 120-277V PHOTO CELL	PUSH BUTTON LED	17	14.50	246.50
LABOR	LABOR (\$3,000)				
DCEO-INCENTIVE		ED UPON APPROVAL ck is received from the State of the check will be due to Twin		-4,883.50	-4,883.50
Thank you for your business!		Si	ubtotal		\$3,873.68
	It some of our projects on	Sa	ales Tax	k (0.0%)	\$0.00
	http://twinsupplies.net/blog	/	otal		\$3,873.68



Date Estimate # 2/15/2017 5584-30-17B

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: _____