### Village Board

Village President

Frank DeSimone

**Trustees** 

Rosa Carmona

Ann Franz

Marie T. Frey

McLane Lomax

Nicholas Panicola Jr.

Armando Perez

Village Clerk

Nancy Quinn

Interim Village Manager
Daniel Schulze



# Village of Bensenville, Illinois VILLAGE BOARD BOARD OF TRUSTEES MEETING AGENDA 6:30 PM February 25, 2025

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES
  - 1. January 28, 2025 Village Board Meeting Minutes
  - 2. February 18, 2025 Special Village Board Meeting Minutes
- VI. WARRANT
  - 1. Warrant February 25, 2025, 25/2 \$3,268,250.58

### VII. CONSENTAGENDA – CONSIDERATION OF AN "OMNIBUS VOTE"

### VIII. REPORTS OF VILLAGE DEPARTMENTS

- A. Administration No Report
- B. Community and Economic Development
  - 1. Ordinance Approving a Special Use Transfer Request at 485 Podlin Drive, Bensenville, IL
  - 2. Ordinance Granting an Amendment to a Planned United Development with Code Departures for Two Hotels and a Restaurant at Lots 2 and 3, Sexton Redevelopment
- C. Finance No Report
- D. Police Department No Report
- E. Public Works
  - 1. Ordinance Designating Certain Property as Surplus and Authorizing the

- Disposition of the Same
- 2. Resolution Authorizing the Execution of a Three (3) Year Contract with The Fields on Caton Farm for the 2025-2027 Tree Purchase and Delivery Contract in the Notto-Exceed Amount of \$152,450
- 3. Resolution Authorizing the Approval of a Four (4) Year Contract (2025-2028) with Consulting Engineering, Inc. for the Leak Detection Services in the Not-to-Exceed Amount of \$55,360
- 4. Resolution Authorizing the Execution of a Contract with Clarke Environmental Mosquito Management, Inc. for the 2025 Mosquito Abatement Services Including Insecticide Tablets, in the Not-to-Exceed Amount of \$41,888
- 5. Resolution Authorizing the Execution of a Construction Engineering Services Agreement to Thomas Engineering Group, LLC for the 2024 CDBG Project Argyle and Twin Oaks Roadway and Water Main Improvements in the Not-to-Exceed Amount of \$137,575.
- 6. Resolution Authorizing the Execution of a Construction Contract to Acqua Contractors Corporation of Elmhurst, IL for 2024 CDBG Project Argyle and Twin Oaks Roadway and Water Main Improvements in the Not-to-Exceed Amount of \$1,135,000.
- 7. Resolution Authorizing the Execution of a Contract with Midwest Mechanical for the Installation of a Complete Boiler Package for the Snow Melt System at the Edge 2 Ice Rink in the Not-to-Exceed Amount of \$150,000
- 8. Resolution Authorizing the Execution of a Contract with Automatic Building Controls (ABC) for the Installation of a Building Automation System (BAS) at the John Street Ice Rink in the Not-to-Exceed Amount of \$27,200
- 9. Resolution Authorizing the Execution of Contract with FE Moran for the Installation of Cooling Tower Sump Tank and Evaporator Retubing at the John Street Ice Rink in the Not-to-Exceed Amount of \$190,635.60

### F. Recreation

1. Resolution Amendment to the Resolution R-10-2025 Approving a Sales Agreement with Nevco Scoreboards to Replace the Edge on Jefferson West Scoreboard in the Not-to-Exceed Amount of \$49,329.65.

### IX. REPORTS OF VILLAGE OFFICERS:

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

### XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

TYPE: Minutes	SUBMITTED BY: Corey Williamsen	DEPARTMENT: Village Clerk's Office	<b>DAT E:</b> February 25, 2025
·	nge Board Meeting Minutes  RTS THE FOLLOWING A	DDI ICADI E VII I ACI	E COALS:
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COMMITTEE AC	CTION:	DA	TE:
BACKGROUND:			
KEY ISSUES:			
ALTERNATIVES	:		
RECOMMENDA	TION:		
BUDGET IMPAC	CT:		
ACTION REQUIR	RED:		

**ATTACHMENTS:** 

<u>Description</u> <u>Upload Date</u> <u>Type</u>

DRAFT\_250128\_VB 2/18/2025 Cover Memo

### Village of Bensenville

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

# MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING January 28, 2025

**CALL TO ORDER:** 1. President DeSimone called the meeting to order at 6:32 p.m.

**ROLL CALL:** 2. Upon roll call by Village Clerk, Nancy Quinn, the following Board Members were present:

President DeSimone, Carmona, Franz, Frey, Lomax, Panicola, Perez

Absent: None

A quorum was present.

Staff Present: D. Schulze, L. Banovetz, J. Caracci, S. Flynn, M. Layva, K. Pozsgay, C. Williamsen

### PUBLIC COMMENT:

James Nylander – 211 Jacquelyn Ct., Bensenville, Illinois 60106 Mr. Nylander addressed the Village Board regarding the referendum questions that will appear on the April 1, 2025 ballot and his recent interactions with President DeSimone.

Susan Foster – 130 George St. #323, Bensenville, IL, 60106

Ms. Foster addressed the Village Board regarding the referendum questions that will appear on the April 1, 2025 ballot and her intention to be a write in candidate for Village President on April 1, 2025.

# <u>Jake Portenkirchner– 4N181 Pine Grove Ave. Bensenville, IL, 60106</u>

Mr. Portenkirchner addressed the Village Board regarding the proposed agreement for fireworks during the 4<sup>th</sup> of July.

### Peter Cangelosi – Algonquin, Illinois

Mr. Cangelosi addressed the Village Board regarding the proposed agreement for fireworks during the 4<sup>th</sup> of July.

## APPROVAL OF MINUTES:

4. The December 17, 2024 Village Board Meeting minutes were presented.

Motion: Trustee Franz made a motion to approve the minutes as

presented. Trustee Lomax seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

WARRANT NO.

**25/01:** 5. President DeSimone presented **Warrant No. 25/01** in the amount of

\$5,603,958.52.

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

Trustee Frey the motion.

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

NAYS: None

All were in favor. Motion carried.

Ordinance No. 1-2025:

Motion:

 President DeSimone gave the summarization of the action contemplated in Ordinance No. 1-2025 entitled an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Section 1-5-4 of Chapter Five of Title One of the Bensenville Village Code Regarding Board of Trustees Meeting Dates.

Interim Village Manager, Dan Schulze stated annually, the Village of Bensenville creates a meeting schedule. Mr. Schulze stated the Corporate Authorities find and determine that it is necessary to amend the Village Code for the purpose to set forth the adoption of this Ordinance that will be presented this evening.

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

Trustee Carmona seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

### Ordinance No.

<u>2-2025:</u>

7. President DeSimone gave the summarization of the action contemplated in Ordinance No. 2-2025 entitled an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Chapter Seven of Title One of the Bensenville Village Code to Regulate Powers and Duties of the Village Manager.

Mr. Schulze stated due to the increasing prices of goods and services, as a result of the pandemic and changes in the economy, it has become necessary to increase the approval limit from \$10k to \$25k for the Village Manager. Mr. Schulze stated this increase will enhance internal operations during emergencies and time sensitive expenditures.

Motion:

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

**ROLL CALL:** 

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

NAYS: None

All were in favor. Motion carried.

## Resolution No. R-1-2025:

8. President DeSimone gave the summarization of the action contemplated in Resolution No. R-1-2025 entitled a Resolution Authorizing An Agreement With Civic Plus For Village Website Design Service In The Not To Exceed Amount Of \$13,451.00.

Marketing and Communications Manager, Anothy Sumner stated this budget item covers the redesign and upgrade of our website through CiviPlus. Mr. Sumner stated the new design will feature a responsive framework, aligning with modern standards adopted by neighboring communities. Mr. Sumner stated a responsive design ensures an optimal viewing experience across various devices — from desktop monitors to mobile phones — by minimizing the need for resizing, panning, and scrolling.

Mr. Sumner stated the updated website will include integrated widgets to support multiple accessibility profiles and user customization options, enabling us to exceed ADA compliance standards. Mr. Sumner stated additionally, the responsive design will enhance our search engine optimization (SEO) by consolidating mobile and desktop access under a single URL, a preference for search engines like Google that can improve our rankings.

Mr. Sumner stated the total cost for equipment, engineering and

installation is \$13,451.00

Motion: Trustee Lomax made a motion to approve the resolution as

presented. Trustee Franz seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

Resolution No.

R-2-2025:

9. President DeSimone gave the summarization of the action contemplated in Resolution No. R-2-2025 entitled a Resolution Authorizing Replacement of the Village of Bensenville Digital Storage Device in the Not-to-Exceed Amount of \$21,000.

Mr. Schulze stated the Village of Bensenville maintains a computer network with over 200 computers attached to the network. Mr. Schulze stated the daily usage requires digital storage of records, files, and video. Mr. Schulze stated the Village maintains digital storage units. At times, these storage units can become full.

Mr. Schulze stated the Village of Bensenville currently has an Equipment Replacement Program. Mr. Schulze stated it has become necessary to replace one of its digital storage devices this year at a not-to-exceed amount of \$21,000.00.

Motion: Trustee Lomax Perez a motion to approve the resolution as

presented. Trustee Carmona seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

Ordinance No.

<u>3-2025:</u> 10. President DeSimone gave the summarization of the action

contemplated in Ordinance No. <u>3-2025</u> entitled an Ordinance Approving Text Amendments to Amend Title 10 (Zoning),

Chapter 7 (Uses).

Director of Community and Economic Development, Kurtis Pozsgay stated the Village of Bensenville is seeking the aforementioned text amendments in order to refine the 2019 Village Zoning Ordinance. Mr. Pozsgay stated in late 2018, the Village underwent a complete overhaul of its current Zoning Ordinance, which had been adopted in 1999. Mr. Pozsgay stated since the introduction of the current Ordinance, Staff has been able to identify certain shortcomings while enforcing the regulations and implementing the refurnished zoning application procedures. Mr. Pozsgay stated the proposed amendment is summarized as follows: Establishment of additional location standards for Mechanical Equipment, to allow them to be located in the interior side yard in industrial districts

Motion:

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

**ROLL CALL:** 

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

NAYS: None

All were in favor. Motion carried.

## Ordinance No. 4-2025:

11. President DeSimone gave the summarization of the action contemplated in Ordinance No. <u>4-2025</u> entitled an Ordinance Granting a Variation, Solar Energy Collection System Ground-Mounted Systems Location, at 1010 Foster Ave.

Mr. Pozsgay stated the Petitioner, SunVest Solar, is seeking a variance to locate the mechanical portion of a solar energy collection system in the front yard.

Mr. Pozsgay stated the property, 1010 Foster, is a corner side lot with two front yards, and based on an aerial inspection, may be legal non-conforming with the south side of the building in regard to the minimum interior side setback.

Mr. Pozsgay stated the west side of the property is used for parking. The property falls within an I-2 General Industrial District, bordering to the west an R-3 Single-Unit Dwelling District.

Mr. Pozsgay stated this has been previously remanded back to the Community Development Commission.

Mr. Pozsgay stated the Petitioner has worked with Village staff to propose a better location for the proposed mechanical equipment.

Mr. Pozsgay stated all mechanical equipment would be screened in

accordance with Village standards.

Motion: Trustee Carmona made a motion to adopt the ordinance as

presented. Trustee Franz seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

Ordinance No.

12. President DeSimone gave the summarization of the action contemplated in Ordinance No. \_\_\_\_\_ entitled an Ordinance Granting an Amendment to a Planned United Development with Code Departures for Two Hotels and a Restaurant at Lots 2 and 3, Sexton Redevelopment.

Mr. Pozsgay requested this item be tabled until a future Village Board Meeting date.

Motion: Trustee Lomax made a motion to table this item to a future Village

Board Meeting. Trustee Carmona seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

Ordinance No. 5-2025:

13. President DeSimone gave the summarization of the action contemplated in Ordinance No. <u>5-2025</u> entitled an Ordinance Approving Text Amendments to Amend Title 9 (Building Regulations), Chapter 15 (Dwelling Inspection Program).

Mr. Pozsgay stated the Village manages an annual dwelling registration and inspection program.

Mr. Pozsgay stated the proposed amendments:

- 1. Change the word 'license' to 'registration' per State statute.
- 2. Remove the 'skip a year' language in the code. Staff aims to inspect all registered residential homes on an annual basis.

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

Trustee Carmona seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

# Ordinance No. 6-2025:

14. President DeSimone gave the summarization of the action contemplated in Ordinance No. 6-2025 entitled an Ordinance Approving Tax Increment Financing Incentive by and Between the Village of Bensenville and Energy VBC, Inc for Property Located at 1005 Commerce Ct. Bensenville.

Mr. Pozsgay stated the applicant, Energy VBC, Inc, is requesting TIF funds for redevelopment work at the proposed new location for their volleyball venue with retail operations.

Mr. Pozsgay stated the TIF scope of work includes, but not limited to, architectural, site work, loan interest, and general conditions.

Mr. Pozsgay stated the total TIF eligible work being considered is \$1,845,500.

Mr. Pozsgay stated the project would not move forward "but for" the TIF assistance.

Mr. Pozsgay stated the Grand Avenue TIF District has the funds available to assist with this project.

Motion: Trustee Panicola made a motion to adopt the ordinance as

presented. Trustee Franz seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

### Ordinance No.

7-2025:

15. President DeSimone gave the summarization of the action contemplated in Ordinance No. 7-2025 entitled an Ordinance Denying a Zoning Appeal (Consideration of a Special Use

Permit, Motor Vehicle Repair and/or Service) at 1081 Entry Drive.

Mr. Pozsgay stated the Petitioner, Toy Barn, Inc., is seeking to appeal a previous decision of the Community Development Commission case 2024-22, in which the CDC voted 0-6 to recommend approval of a Special Use Permit, Motor Vehicle Repair and/or Service at 1081 Entry Dr.

Mr. Pozsgay stated the summary of the previous case is below. The Petitioner, Toy Barn, Inc. (represented by Andy Samovsky), is seeking approval of a special use permit for motor vehicle repair and/or service. According to the applicant, they "now buy lightly damaged vehicles, we repair them and then we sell them." The work is done in a 3,800 square foot unit. The property is currently within an I – 1 Light Industrial District, where motor vehicle repair and/or service are allowed with a special use permit.

Mr. Pozsgay stated the property is in an I-1 Industrial District. Staff typically does not recommend approval of Motor Vehicle Repair and/or Service on properties less than 1 acre in I-1 Districts.

Mr. Pozsgay stated the original request for a Special Use Permit was denied in CDC Case 2024-22.

Marshall Subach, Attorney for the applicant asked the Village Board to reconsider the proposed denial of his clients request. Mr. Subach explained the process his client went through to get to this point and stated that he wants to remain and operate his business in Bensenville.

Trustee Perez asked what had changed from the applicants original business plan. Mr. Subach stated his client now repairs vehicles he purchases prior to selling them.

Trustee Panicola asked if there had been any complaints against the business. Mr. Pozsgay stated that the Village has a history with the property being compliant and that it took a long time for the applicant to apply for this request.

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

Trustee Frey seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

Motion:

**ROLL CALL:** 

# Ordinance No. 8-2025:

16. President DeSimone gave the summarization of the action contemplated in Ordinance No. 8-2025 entitled an Ordinance Providing for the Issuance and Sale of General Obligation Limited Tax Bonds, Series 2025 of the Village of Bensenville, Cook and DuPage Counties, Illinois, and for the Levy of a Direct Tax Sufficient to Pay the Principal of and Interest on the Bonds.

Director of Finance, Lisa Banovetz stated every three years, the Village issues Limited Tax General Obligation Bonds. Mrs. Banovetz stated the last bonds were issued under Series 2021B, in the principal amount of \$1,367,000, which was paid at the end of 2024.

Mrs. Banovetz stated the a public hearing was conducted in accordance with the Bond Issue Notification Act on December 17, 2024, for the intent to issue 2025 Limited Tax General Obligation Bonds.

Mrs. Banovetz stated the no objections were raised during the public hearing.

Mrs. Banovetz stated the this Ordinance authorizes the issuance of 2025 Limited Tax General Obligation Bonds that will be issued for an estimated principal amount not to exceed \$1,400,000. Mrs. Banovetz stated the final amount will be dependent upon the final interest rate and bond amounts provided by bids to be received in early 2025.

Mrs. Banovetz stated the Village uses the extension of limited tax general obligation bonds to supplement funds that are needed for capital improvements within the Village.

Mrs. Banovetz stated storm sewer capital improvement projects do not currently have a dedicated funding source. Mrs. Banovetz stated the issuance of the 2025 Limited Tax General Obligation Bonds will assist with funding the necessary storm sewer capital improvement projects.

Mrs. Banovetz stated the bonds will be paid with a new tax levy to Village residents. Mrs. Banovetz stated this levy is, however, mostly offset by the reduction from the closing of the Series 2021B Limited Tax General Obligation bonds that have been paid off by the Village in December 2024.

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

Trustee Lomax seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

Resolution No. R-3-2025:

Motion:

17. President DeSimone gave the summarization of the action contemplated in Resolution No. R-3-2025 entitled a Resolution Authorizing the Execution of a Purchase Order to the Illinois Environmental Protection Agency for the Annual Wastewater Treatment Plant NPDES Operating Permit in the Not-to-Exceed Amount of \$17,500.

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

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

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

Trustee Panicola a motion to approve the resolution as presented.

Trustee Frey seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

Resolution No.

R-4-2025:

18. President DeSimone gave the summarization of the action contemplated in Resolution No. R-4-2025 entitled a Resolution Authorizing the Execution of a One Year Contract Extension for Sludge Hauling with Stewart Spreading in the Not-to-Exceed Amount of \$185,000.

Mr. Caracci stated the Village owns and operates a 4.7 million Gallon per Day (MGD) Wastewater Treatment Facility. Mr. Caracci stated proper disposal of sludge (byproduct of the process) is a major operational component. Mr. Caracci stated the Village has two options: land application or landfill disposal. Mr. Caracci stated land application is an environmentally conscious option that hauls the sludge and applies it to local farm fields as fertilizer. Mr. Caracci stated due to its positive environmental impact and cost saving nature versus landfill disposal, it is a preferred option for sludge removal.

Mr. Caracci stated the Village generates approximately 6,000 cubic yards of sludge that needs to be hauled throughout each year. Mr. Caracci stated the Village and Stewart Spreading extended for year 2024. Mr. Caracci stated Staff is looking to enact an additional mutually agreed upon extension for sludge hauling for 2025 at \$30.72 per cubic yard. This represents a CPI increase of 3.05% from 2024.

Mr. Caracci stated the outlook for the current condition of the land application services market continues to not look favorable. Mr. Caracci stated the State of Illinois enacted a Prevailing Wage requirement for sludge truck drivers that raised the price up for 2024. Mr. Caracci stated we will continue to monitor the State statutes to evaluate options into the future.

Motion:

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

**ROLL CALL:** 

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

NAYS: None

All were in favor. Motion carried.

### Resolution No.

R-5-2025:

19. President DeSimone gave the summarization of the action contemplated in Resolution No. R-5-2025 entitled a Resolution Authorizing the Execution of a Purchase Order with T-Mobile for the GPS Tracking Services in the Not-To-Exceed Amount of \$13,000.

Mr. Caracci stated the Village tracks select Village vehicles with GPS tracking. Mr. Caracci stated the Village started tracking activities like snow plowing, street sweeping, brush pickup and sewer cleaning with 30 Public Works and CED vehicles. Mr. Caracci stated in 2016, all Police vehicles were added to the system. Mr. Caracci stated to date, all Village-owned Public Works, Police and CED vehicles have GPS tracking.

Mr. Caracci stated vehicles can be monitored from a website in realtime. Mr. Caracci stated activities such as speeding, leaving Village boundaries, idling, and locations can also be tracked by the software.

Mr. Caracci stated the Village has been utilizing Geotab Technology as provided by T-Mobile for the past seven (7) years. Mr. Caracci stated Sync-Up monthly rate to monitor each vehicle is \$12.60.

Mr. Caracci stated currently, the Village monitors 88 tracking devices. Mr. Caracci stated this number fluctuates as vehicles are purchased and sold. Mr. Caracci stated the rates are monthly and the Village can terminate the contract on any or all devices remotely.

Motion:

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

**ROLL CALL:** 

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

NAYS: None

All were in favor. Motion carried.

Resolution No. R-6-2025:

20. President DeSimone gave the summarization of the action contemplated in Resolution No. R-6-2025 entitled a Resolution Authorizing the Execution of a Construction Contract with Clean Cut Tree Service, Inc. of Grayslake, IL for the 2025 Addison Creek Tree and Vegetation Clearing Project in the Not-to-Exceed Amount of \$186,000.

Mr. Caracci stated three tributaries to Addison Creek run through the southern part of Bensenville and all lead into the main branch of Addison Creek at Redmond. Mr. Caracci stated from Redmond, the creek runs south, through a portion of River Forest Country Club, then through the old Legends property, continuing south of Grand Avenue. Mr. Caracci stated the length of the main branch through Bensenville (George to Grand) is approximately 2,900 feet.

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

Mr. Caracci stated bids were advertised on December 26, 2024, with bids received on Tuesday January 14, 2025 for the project. Mr. Caracci stated three (3) contractors submitted bids for this project. Mr. Caracci stated Clean Cut Tree Service, Inc. submitted the lowest responsible bid

Motion:

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

**ROLL CALL:** 

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

NAYS: None

All were in favor. Motion carried.

Resolution No. R-7-2025:

21. President DeSimone gave the summarization of the action contemplated in Resolution No. R-7-2025 entitled a Resolution Authorizing the Execution of an Engineering Agreement with Engineering Enterprises, Inc. (EEI) for Lead Service Line Replacement (LSLR) Assistance in the Not-to-Exceed Amount of \$39,842.

Mr. Caracci stated the United States Environmental Protection Agency (USEPA) working through the Illinois Environmental Protection Agency (IEPA) has mandated certain Lead Service Line Replacement (LSLR) Requirements. Mr. Caracci stated Staff has been satisfying these requirements through in-house efforts to date.

Mr. Caracci stated we have identified approximately 700 potential lead services within the Village. Mr. Caracci stated our next steps are to develop a Project Plan and Policies for the replacement of these potential lead services. Mr. Caracci stated the IEPA has funding available through their Public Water Supply Loan Program (PWSLP) that comes with principal forgiveness, while funding is still available. Staff would like to capitalize on these free funds. Mr. Caracci stated in order to do so, certain documents are required to by approved by the IEPA to qualify for the funding. Mr. Caracci stated Staff is seeking consulting assistance to develop these plans and documents.

Mr. Caracci stated Staff has requested a proposal from Engineering Enterprises, Inc. to provide engineering assistance in the development of a Project Plan and provide LSLR Assistance in hopes to secure IEPA Loan Program Funding for the next few years. Mr. Caracci stated the Proposal includes three main tasks that include:

Task 1 - PWSLP Project Plan Development and Submittal

Task 2 - LSLR Plan Consultation

Task 3 - LSLR Policy Framework Support

Mr. Caracci stated the cost of the work effort is \$39,842.

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

Trustee Lomax seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

Resolution No. R-8-2025:

22. President DeSimone gave the summarization of the action contemplated in Resolution No. R-8-2025 entitled a Resolution Authorizing the Execution of Change Order No. 1 (Final) to Energenecs, Inc. for the 2022 Water SCADA Replacement Project for an Increase of \$15,000 for a Final Contract Amount of \$101,900.

Mr. Caracci stated providing potable water to the community is a core function of the Department. Mr. Caracci stated since 2012, the Department has been successful in this mission with the implementation of SCADA. The Village has used the professional services of Energenecs to achieve this success.

Mr. Caracci stated the Village Board approved R-108-2022 with Energenecs. for the the 2022 Water SCADA Replacement Project in the amount of \$86,900. Mr. Caracci stated the project included replacement of an outdated and no longer supported Master PLC (Programmable Logic Control) as well as the changeover from serial to Ethernet communication.

Mr. Caracci stated Change Order #1 includes additional work that was needed to be complete as project progressed. Mr. Caracci stated on the Adjustment Proposal Attachment, it was stated multiple sites have communication issues with the Ethernet radios connection. Mr. Caracci stated Energenecs had to raise the antenna heights, provide a radio repeater at Belmont Tower and perform technical services on the equipment in the amount of \$15,000.

Mr. Caracci stated the project is now complete and our communications are functional.

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

Trustee Carmona seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

# Resolution No. R-9-2025:

23. President DeSimone gave the summarization of the action contemplated in Resolution No. R-9-2025 entitled a Resolution Authorizing the Execution of a Final Balancing Change Order #1 with Millennium Contracting Company for the Bryn Mawr Avenue & Birginal Drive Reconstruction Project for a Decrease of \$234,172.35, for a Revised Final Contract Amount of \$2,937,383.65.

Mr. Caracci stated the Bryn Mawr Avenue & Birginal Drive Reconstruction Project was substantially completed prior to the November 30, 2023 deadline. Mr. Caracci stated the project was initially completed prior to the May 21, 2024 deadline. Mr. Caracci stated final inspection of restoration occurred in October 2024 and landscape corrections have been made. Mr. Caracci stated project closeout was delayed due to delay of disconnecting the existing lighting controller electrical service by ComEd.

Mr. Caracci stated the original contract with Millennium was in the amount of \$3,171,556.00 was approved on June 20, 2023, with resolution R-73-2023. Mr. Caracci stated the scope of work included a new full depth concrete cross section will be constructed, matching the concrete pavement cross section that has been successful in other areas of the Business District. Mr. Caracci stated other work includes curb & gutter removal and replacement, sidewalk removal and replacement, driveway apron construction, storm sewer construction, water main replacement, sanitary sewer repairs, street lighting replacement, and sod restoration.

Mr. Caracci stated the project is now complete, and the final contract value is \$2,937,383.65, which is a decrease of \$234,172.35 to the original approved contract value. Mr. Caracci stated the decrease in costs is attributed to field conditions resulting in less earth excavation, concrete driveway pavement, water main and line stops, private lead water service replacements, aggregate base course, and other various items.

Motion:

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

**ROLL CALL:** 

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

NAYS: None

All were in favor. Motion carried.

## Resolution No. R-10-2025:

24. President DeSimone gave the summarization of the action contemplated in Resolution No. R-10-2025 entitled a Resolution Approving a Sales Agreement with Nevco Scoreboards to Replace the Edge on Jefferson West Scoreboard in the Not-to-Exceed Amount of \$51,047.00.

Director of Recreation, Sean Flynn stated the Edge on Jefferson West scoreboard is a NEVCO model 4711 scoreboard that was originally installed in October of 1999. Mr. Flynn stated it has served its purpose well but over the past few years the LED panels have started to fail and replacement parts are now obsolete.

Mr. Flynn stated replacing an old scoreboard with a new one is a common project for sports facilities. Mr. Flynn stated another issue with the current scoreboard is the relatively low ceiling height where the board is hung. Mr. Flynn stated the scoreboard is commonly hit by hockey pucks travelling at speeds up to 100 miles per hour.

Mr. Flynn stated the current board was the shortest 4-sided scoring system on the market in 1999 but a shorter scoreboard is now available in 2025. Mr. Flynn stated it includes all of the functionality, has wireless communication between the board and controller and offers a reduction in height from 6' to 5'3". Mr. Flynn stated this new model is the NEVCO 4770.

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

Trustee Lomax seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

Resolution No. R-11-2025:

25. President DeSimone gave the summarization of the action contemplated in Resolution No. R-11-2025 entitled a Resolution to Approve an Agreement for Sound and Lighting Equipment for Music in the Park, 2025-2027 with Diversified Audio Group in the Amount of \$21,500.00.

Mr. Flynn stated Music in the Park is one of the larger events the Village hosts. Mr. Flynn stated the Village does not own its own sound and audio equipment, therefor it is necessary to rent the equipment for the MIP Series. Mr. Flynn stated proposals were sought out, and Diversified Audio Group was the low proposal. Mr. Flynn stated DAG has been a great partner with the Village for over 20 years.

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

Trustee Carmona seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

### Resolution No.

R-12-2025:

26. President DeSimone gave the summarization of the action contemplated in Resolution No. R-12-2025 entitled a Resolution Authorizing the Execution of an Agreement and Purchase Orders with Ayre Productions in the Not-to-Exceed Amount of \$19,500 for the Staging for the 2025-2027 Music in the Park Concert Series.

Mr. Flynn stated Music in the Park which consists of concerts that require staging necessary to hold this event series.

Mr. Flynn stated Ayre Productions has provided the stage and setup at Music in the Park for the past 20 years providing high quality staging and excellent customer service at moderate pricing. Mr. Flynn stated they are familiar with the Village setup procedures and have been accommodating to any Village requests made in the past.

Motion:

Trustee Perez a motion to approve the resolution as presented.

Trustee Carmona seconded the motion.

**ROLL CALL:** 

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

NAYS: None

All were in favor. Motion carried.

# Resolution No. **R-13-2025**:

27. President DeSimone gave the summarization of the action contemplated in Resolution No. R-13-2025 entitled a Resolution Authorizing a Contract with Ayre Productions for Staging for Libertyfest Events for Years 2025, 2026, and 2027 in the Not-to-Exceed Amount of \$14,800.00 for Each Year.

Mr. Flynn stated Ayre Productions has provided staging for the Village of Bensenville' Libertyfest event for the past 20 years. Mr. Flynn stated they continue to maintain a professional relationship with the Village. Mr. Flynn stated on several occasions when events were cancelled due to inclement weather, adjustments were made without any additional fees added.

Mr. Flynn stated a stage is needed for Libertyfest every year. Mr. Flynn stated Ayre Productions has provided staging for 20 years and was the lowest bidder. Mr. Flynn stated their proposal included a flat rate with no increase over the three year term.

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

Trustee Carmona seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

### Resolution No.

R-14-2025:

28. President DeSimone gave the summarization of the action contemplated in Resolution No. <u>R-14-2025</u> entitled a Resolution to Authorize a Contract with Mad Bomber Fireworks for Libertyfest Fireworks 2025-2027.

Mr. Flynn stated the Bensenville LibertyFest fireworks are one of the best shows in the area and has been put on by Mad Bomber Fireworks for the last 7 years. Mr. Flynn stated with the expiration of our previous agreement, a new three-year deal was sought from multiple firework vendors. Mr. Flynn stated Mad Bomber Fireworks was selected by staff as the most responsible bidder for this event due to its history with the Village, the professionalism of previous shows and no increase to the previous contracted amount.

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

Trustee Franz seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

### Resolution No.

R-15-2025:

29. President DeSimone gave the summarization of the action contemplated in Resolution No. R-15-2025 entitled a Resolution Approving a Municipal Partnership Agreement Fiscal Year 2025 with the DuPage Convention and Visitors Bureau.

Mr. Flynn stated established through the efforts of a coalition of DuPage area hotel executives and business representatives in 1987, the DuPage Convention & Visitors Bureau was formally certified in 1989 by the State of Illinois and is the official agency to promote the county's multi-billion-dollar tourism industry and market DuPage County as a destination for visitors, conventions and economic development.

Mr. Flynn stated the DuPage Convention and Visitors Bureau (DCVB) is a certified marketing organization recognized by the State of Illinois to represent DuPage County tourism. Mr. Flynn stated DCVB provides industry leadership, support, and collaborates with the municipal partners ensuring community success.

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

Trustee Lomax seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

PRESIDENT'S REMARKS:

President DeSimone announced the Village's Holiday Light Recycling Program; full details can be found on the Village's

Website.

President DeSimone announced the Honor Flight Hockey Game will be played on March 1, 2025 at the Edge Ice Arean; full details can be

found on the Village's Website.

INTERIM MANAGERS REPORT:

Interim Village Manager, Dan Schulze, announced Village Hall will be closing at February 12<sup>th</sup> and February 19<sup>th</sup> in observation of Lincoln's

Birthday and President's Day.

Mr. Schulze announced the Police Department is accepting

application for the position of Police Officer; full details can be found

on the Village's Website.

VILLAGE ATTORNEY

**REPORT:** Village Attorney, P. Joseph Montana, stated he had no Village

Attorney Report.

UNFINISHED

**BUSINESS:** There was no unfinished business.

**NEW BUSINESS:** There was no new business.

**EXECUTIVE** 

**SESSION:** Village Attorney, P. Joseph Montana, stated there was not a need for

Executive Session.

**ADJOURNMENT:** Trustee Perez made a motion to adjourn the meeting. Trustee Frey

seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 7:26 p.m.

TYPE: Minutes	SUBMITTED BY: Corey Williamsen	DEPARTMENT: Village Clerk's Office	<b>DAT E:</b> February 25, 2025
DESCRIPTION: February 18, 2025 Sp.	ecial Village Board Meeting Mir	nutes	
<u>SUPPOI</u>	RTS THE FOLLOWING	APPLICABLE VILLAG	E GOALS:
COMMITTEE AC	CTION:	DA	TE:
BACKGROUND:			
KEY ISSUES:			
ALTERNATIVES	:		
RECOMMENDA	ΓΙΟΝ:		
BUDGET IMPAC	T:		
ACTION REQUIP	RED:		

**ATTACHMENTS:** 

<u>Description</u> <u>Upload Date</u> <u>Type</u>

DRAFT\_250218\_Special\_VB 2/18/2025 Cover Memo

### Village of Bensenville

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

# MINUTES OF THE SPECIAL VILLAGE BOARD OF TRUSTEES MEETING February 18, 2025

**CALL TO ORDER:** 1. President DeSimone called the meeting to order at 1:00 p.m.

**ROLL CALL:**2. Upon roll call by Deputy Village Clerk, Corey Williamsen, the following Board Members were present:

President DeSimone, Franz, Frey, Lomax, Panicola

Absent: Village Clerk, Nancy Quinn, Carmona, Perez

A quorum was present.

Staff Present: D. Schulze, J. Caracci, C. Williamsen

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

APPROVAL OF

**MINUTES:** 4. There were no minutes for approval.

WARRANT NO.

: 5. There was no warrant for approval.

Ordinance No.

<u>9-2025:</u>

6. President DeSimone gave the summarization of the action contemplated in Ordinance No. 9-2025 entitled an Ordinance Authorizing a Reimbursement Agreement for Public Improvements to Arthur Court by and between the Village of Bensenville, BR Bensenville Properties LLC, Roe-Lee Investments LLC, Grand and Church Inc., and Church Road Two LLC.

Director of Public Works, Joe Caracci stated Arthur Court is an industrial roadway in the South Industrial Business District. Mr. Caracci stated the infrastructure has come to the end of its useful life, requiring immediate and substantial repairs. Mr. Caracci stated the property owners have approached the Village with a desire to fund the improvements fully instead of being part of a proposed Special Service Area.

Minutes of the Village Special Board Meeting February 18, 2028 Page 2

Mr. Caracci stated the agreement identifies the terms that include:

- Property owners will pay for the cost of the design, construction, and construction engineering up to \$950,000
- The Village will pay for any additional costs above \$950,000
- The property owners will deposit their appropriate share in a Village account within five (5) business days
- Should the project not be completed and funds remain within the account after December 31, 2025, then the Village will reimburse interest accrued on the remaining balance after December 31, 2025 to the property owners.

Mr. Caracci stated the importance of the action taking place on this proposed ordinance needed to be done prior to the scheduled Public Hearing on February 25<sup>th</sup> as to why a Special Village Board Meeting was needed.

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

Trustee Frey seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

PRESIDENT'S

**REMARKS:** There was no Presidential Report.

INTERIM MANAGERS

**REPORT:** There was no Interim Village Manager Report.

VILLAGE ATTORNEY

**REPORT:** Village Attorney, P. Joseph Montana, stated he had no Village

Attorney Report.

UNFINISHED

**BUSINESS:** There was no unfinished business.

**NEW BUSINESS:** There was no new business.

**EXECUTIVE** 

**SESSION:** Village Attorney, P. Joseph Montana, stated there was not a need for

Executive Session.

Minutes of the Village Special Board Meeting February 18, 2028 Page 3

**ADJOURNMENT:** Trustee Panicola made a motion to adjourn the meeting. Trustee

Frey seconded the motion.

ROLL CALL: AYES: Franz, Frey, Lomax, Panicola

NAYS: None

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 1:03 p.m.

TYPE: Warrant	SUBMITTED BY: <u>Jessica Juarez</u>	DEPARTMENT: Finance	<b>DATE:</b> 2/25/25
DESCRIPTION Warrant - February	<b>ON:</b> ary 25, 2025, 25/2 \$3,268,250.58		
SUF	PPORTS THE FOLLOWING	APPLICABLE VILLAG	GE GOALS:
COMMITTE	E ACTION:	D	ATE:
BACKGROU	IND:		
KEY ISSUES	<b>5</b> :		
ALTERNATI	VES:		
RECOMMEN	IDATION:		
BUDGET IM	PACT:		
ACTION REC	QUIRED: ary 25, 2025, 25/2 \$3,268,250,58		

**ATTACHMENTS:** 

<u>Description</u> <u>Upload Date</u> <u>Type</u>

Warrant - February 25, 2025, 25/2 \$3,268,250.58 2/20/2025 Backup Material

# VILLAGE OF BENSENVILLE WARRANT 25/2 **February 25, 2025**

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

VILLAGE MANAGER DAN SCHULZE

FINANCE DIRECTOR LISA BANOVETZ

Š

Approved by the Board of Trustees on February 25, 2025, hereby authorizing the Director of Finance to disburse \$3,268,250.58 the accounts indicated in the attached report.

**NANCY QUINN** VILLAGE CLERK

FRANK DESIMONE VILLAGE PRESIDENT



# EXPENDITURE APPROVAL LIST FOR CHECKS DATED: 2/25/2025

	169.96		:						
	\$67.06	SMALL TOOLS & EQUIPMENT	₽ ₽ 8 8	51050540-554510	01/30/2025	20244079	CHICAGO	וידון ודא דמסן. טדורודא דמסר	5513059021
	\$45.35	SMALL TOOLS & EQUIPMENT	¥ ¥	51050540-554510	12/30/2024	20244079	CHICAGO	טדונודץ דססנ	5512352807
								LLC	AIRGAS USA LLC 2274
9008267	\$8,40 <b>1,813.80</b>	PAYROLL DEDUCTN-UNION DUES	Ξ	11000000-218100	03/16/2025	20250407		MVP NATIONAL PEOPLE PR WH 2/1	2.14.25
9008249	\$1,805.40	PAYROLL DEDUCTN-UNION DUES	Ŧ	11000000-218100	03/02/2025	20250200		UNION DUES JANUARY 2025- AFSC	<b>AFSCME 3105</b> 1.31.25
9008255	\$1,797.42 <b>1,797.42</b>	PAYROLL DEDUCT'N-AFLAC	TI Z	11000000-214130	03/02/2025	20250198	COLUMBUS	AFLAC JANUARY 2025	<b>AFLAC</b> 980 JAN 2025
	\$425.00 <b>425.00</b>	OTHER CONTRACTUAL SERVICE	PO	11040110-549990	01/30/2025	20244064	LOMBARD	<b>VALS</b> POLICE REMOVAL INV #21452A-CR	<b>AERO REMOVALS 13124</b> 21452A-CR P
	\$205.70 <b>205.70</b>	OTHER CONTRACTUAL SERVICE	Ϋ́	11070760-549990	02/20/2025	20250245	BLOOMINGTON	ADOLPH KIEFER & ASSOCIATES, LLC 11779 INV001478701 INV# INV001478701 LIFE VESTS - PC BLOOMINGTON	ADOLPH KIEF 11779 INV001478701
	\$60.68 <b>60.68</b>	R&M BUILDING	PW	11050440-542110	02/12/2025	20250365	ARLINGTON HE	MAYOR'S DESK - VILLAGE HALL	<b>3628</b> 115499
	\$608.65 \$964.95 <b>1,573.60</b>	R&M BUILDING R&M BUILDING	9 9 ¥ ¥	11050440-542110 11050440-542110	02/06/2025 03/04/2025	20250137 20250137	CHICAGO CHICAGO	505  R-191-2024 - HVAC FILTERS 23241 R-191-2024 - HVAC FILTERS 23407 R-191-2024 - HVAC FILTERS	505 23241 23407 23407
	\$12,570.00 \$1,450.00 <b>14,020.00</b>	INFO TECHNOLOGY SERVICES MAINTENANCE AGREEMENTS	ת צ	11020180-531260 11020180-542100	03/03/2025 03/03/2025	20250216 20250216	SCHAUMBURG SCHAUMBURG	LUTIONS. INC.  MANAGED IT SERVICES  MANAGED IT SERVICES	7 LAYER SOLUTIONS. INC 1093 12255 MANAGED 12255 MANAGED
W/T/MANUAL CHECK#	CHECK	ACCOUNT DESCRIPTION	DEPT	ACCOUNT NO	DUE DATE	PO NUMBER	REMIT CITY P	INVOICE DESCRIPTION	INVOICE #

# Page 2 of 40

# FOR CHECKS DATED: 2/25/2025

					-D. CICOICUES				
INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	DUE DATE ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
AL WARREN OIL CO, INC	IL CO, INC.	!		!	:				
700									
W1713850	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	02/05/2025	11020190-554110	ΡW	FUEL/GAS/OIL	\$8.55	0
W1713850	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	02/05/2025	11040110-554110	PW	FUEL/GAS/OIL	\$2,797.73	0
W1713850	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	02/05/2025	11050490-554110	P۷	FUEL/GAS/OIL	\$975.25	0
W1713850	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	02/05/2025	11060640-554110	٧	FUEL/GAS/OIL	\$121.07	0
W1713850	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	02/05/2025	51050540-554110	PΨ	FUEL/GAS/OIL	\$653.19	0
W1713850	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	02/05/2025	51050570-554110	PW	FUEL/GAS/OIL	\$150.34	0
W1713851	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	02/05/2025	11050490-554110	PW	FUEL/GAS/OIL	\$1,716.54	0
W1713851	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	02/05/2025	51050540-554110	PW	FUEL/GAS/OIL	\$409.88	0
W1713851	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	02/05/2025	51050570-554110	₽W	FUEL/GAS/OIL	\$61.25	0
W1717796	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	02/20/2025	11040110-554110	₽W	FUEL/GAS/OIL	\$2,831.54	0
W1717796	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	02/20/2025	11050490-554110	P۷	FUEL/GAS/OIL	\$1,607.79	0
W1717796	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	02/20/2025	11060640-554110	₽₩	FUEL/GAS/OIL	\$195.76	0
W1717796	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	02/20/2025	11070720-554110	₽W	FUEL/GAS/OIL	\$41.47	0
W1717796	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	02/20/2025	51050540-554110	¥	FUEL/GAS/OIL	\$694.27	0
W1720894	VEHICLE OIL	HAMMOND	20250386	03/05/2025	11050490-549990	W	OTHER CONTRACTUAL SERVICE	\$2,949.60	0
W1721098	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	03/06/2025	11040110-554110	ΡW	FUEL/GAS/OIL	\$3,064.75	0
W1721098	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	03/06/2025	11050490-554110	PW	FUEL/GAS/OIL	\$1,004.84	0
W1721098	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	03/06/2025	11060640-554110	₽V	FUEL/GAS/OIL	\$195.50	0
W1721098	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	03/06/2025	11070720-554110	PW	FUEL/GAS/OIL	\$32,11	0
W1721098	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	03/06/2025	51050540-554110	PW	FUEL/GAS/OIL	\$774.06	0
W1721098	R-192-2024 - FUEL PURCHASE	HAMMOND	20250140	03/06/2025	51050570-554110	PW	FUEL/GAS/OIL	\$164.66	0
ALL WAYS FASTENERS, INC	TENERS, INC.							20,450.15	
11907									
99621	FACILITY TOOLS	BENSENVILLE	20250381	02/14/2025	11050490-552130	ΡW	MATERIAL/SUPPLIES-VEHICLES	\$809.75	0
AMAZON CAPIT	AMAZON CAPITAL SERVICES INC 2281								
11CC-3HW6-VGK	11CC-3HW6-VGKQ AMAZON PURCHASES	SEATTLE	20250191	02/25/2025	11020180-552135	Z	MATERIAL/SUPPLIES-EQUIPMENT	\$254.20	0
11G4-4NLM-QP1L		SEATTLE		02/01/2025	11020130-521115	2 2	EMPLOYEE ENGAGEMENT	\$-26.99	° 0
11VI IVEW OWN	OBEDIT MENO	פראו זרב	10100101	02/42/2025	11020100-002100	] ]		# NO.00	<b>,</b>
144H-RMJJ-9N1T	AMAZON PURCHASES	SEATTLE	20250183	02/12/2025	11020110-551135	2 2	MATERIAL /SUPPLIES-ADMIN	\$14.57	<b>-</b>
14WM-9MHX-99K6		SEATTLE	20250213	03/02/2025	11174100-542310	T)	R&M FOLIPMENT	\$426.94	<b>o</b>
163R-3PL9-4YT9		SEATTLE	20250192	02/28/2025	11020170-551110	Ž	MATERIALS/SUPPLIES-ADMIN	\$1,829.16	0
17JG-LGYT-C7YP	AMAZON PURCHASE	SEATTLE	20250229	03/05/2025	11174100-542310	ž	R&M EQUIPMENT	\$398.00	0
19X9-3J36-QMV9	AMAZON PURCHASES	SEATTLE	20250191	02/25/2025	11020190-552135	Ŧ	MATERIAL/SUPPLIES-EQUIPMENT	\$782.14	0

# FOR CHECKS DATED: 2/25/2025

0 0	\$6,900.00 \$7,600.00 <b>14,500.00</b>	CLAIM PAYMTS-GENERAL LIABILIT CLAIM PAYMTS-GENERAL LIABILIT	8 8	11020150-562510 11020150-562510	02/12/2025 02/12/2025	C 20250264 C 20250264	LAGRANGE HIC LAGRANGE HIC	HYDRANT REPAIRS HYDRANT REPAIRS	1637 1638
								AMERICAN MUNICIPAL PRIVATE PLUN	AMERI
o	\$713.00 <b>713.00</b>	BOOKS/PAMPHLETS/PUBLICATION	Đ	11010030-525010	03/19/2025	20250483	-5-2 CINCINNATI	5 CODE UPDATES: ORD. 70-2024 - 5-7	<b>1805</b> 40608
	, ,							AMERICAN LEGAL PUBLISHING CORP	AMERI
0	\$995.00	OTHER CONTRACTUAL SERVICES	Ŧ	51030250-549990	03/03/2025	20250436	COLORADO SP	AQUAHAWK 3/1/25-4/1/25	17690
								AMERICAN CONSERVATION & BILLING	AMER)
0	\$360.00	TRAINING PROGRAMS/SESSIONS	Р	11040110-521510	02/25/2025	20250196	ADDISON	EMPLOYEE WELLNESS	2158 0438
								AMBER'S TRAVELING MASSAGE	AMBER
	6,757.31				000000000000000000000000000000000000000	21206202	מהא	IIGM-W3IM-C/34 AMAKON FORCHASE	HGM-W
0 0	\$49.46	MATERIAL S/SLIDBLIES-ADMIN	T Z	11070750-577125	02/22/2025	20250183	SEATTLE		1Y6K-W
	\$426.91	R&M BUILDING	! ₽	11050440-542110	02/22/2025	20250183	SEATTLE	1XYM-J6N9-CH7R AMAZON PURCHASES	1XYM-J
	\$134.10	MATERIALS/SUPPLIES-ADMIN	Ž	11050110-551110	02/28/2025	20250192	SEATTLE		1XMK-9
. 0	\$331.70	MATERIAL/SUPPLIES-VEHICLES	Ð	11020190-552130	02/26/2025	20250191	SEATTLE	_	1VQW-
0	\$114.77	MATERIALS/SUPPLIES-ADMIN	Ž	11010030-551110	03/01/2025	20250207	SEATTLE		1VML-0
0	\$209.97	UNIFORMS	₽ ;	51050570-554810	03/21/2025	20250487	SEATTLE	10P6-FRV-A3G1 AMAZON PURCHASES	
0 0	\$13.98	OFFICE SUPPLIES	Z Z	51030250-551110	02/22/2025	20250183	SEATTLE	<	10JN-P
<b>.</b>	\$28.11	OFFICE SUPPLIES	2 2	51030250-551110	03/01/2025	20250213	SEATTLE	1QDQ-41XJ-94VD AMAZON PURCHASES	1000-4
	\$29.99	EMPLOYEE ENGAGEMENT	ž	11020130-521115	02/03/2025	20250230	SEATTLE		1PXN-X
. 0	\$567.59	MATERIALS/SUPPLIES-ADMIN	Z	11020110-551110	03/16/2025	20250482	SEATTLE	1PC3-7W3N-KJXK AMAZON PURCHASES	1PC3-7\
0	\$-99.99	SENIOR CITIZEN	Ę	11070750-577125	03/03/2025		SEATTLE	_	1MTD-LI
0	\$17.99	MATERIALS/SUPPLIES-ADMIN	Ę	11070760-551110	03/18/2025	20250482	SEATTLE		1LLT-RX
0	\$288.40	MATERIAL/SUPPLIES-EQUIPMENT	Ŧ	11020180-552135	03/20/2025	20250482	SEATTLE		1L63-9V
0	\$89.99	MATERIALS/SUPPLIES-ADMIN	Ŧ	11010030-551110	02/24/2025	20250191	SEATTLE	₹	1JYX-YI
0	\$-398.00	R&M EQUIPMENT	Ŧ	11174100-542310	02/12/2025		SEATTLE		1JT1-GF
0	\$973,45	MATERIALS/SUPPLIES-ADMIN	P	11020110-551110	03/17/2025	20250482	SEATTLE		1FPL-PV
0	\$31.98	MATERIALS/SUPPLIES-ADMIN	Ę	11020110-551110	03/14/2025	20250437	SEATTLE		1CNP-J
0	\$51.98	MATERIALS/SUPPLIES-ADMIN	Z	11030110-551110	02/21/2025	20250183	SEATTLE	19YX-K69F-4DFW AMAZON PURCHASES	19YX-K6
CHECK #		ACCOUNT DESCRIPTION	DEPT	ACCOUNT NO	DUE DATE	PO NUMBER	REMIT CITY	CE # INVOICE DESCRIPTION	INVOICE #
W/T/MANUAI	CHECK								: 

# EXPENDITURE APPROVAL LIST FOR CHECKS DATED: 2/25/2025

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK #
AMERIGAS PROPANE LP	OPANE LP								
2091									
3173284937	PROPANE REFILL	PITTSBURGH	20250169	02/20/2025	11174100-541385	SF	GAS-PROPANE	\$68.83	0
3173284938	PROPANE REFILL	PITTSBURGH	20250169	02/20/2025	11174100-541385	SE	GAS-PROPANE	\$117.91	0
3173629527	PROPANE REFILL	PITTSBURGH	20250226	02/28/2025	11174100-541385	S.	GAS-PROPANE	\$64.72	0
3173629528	PROPANE REFILL	PITTSBURGH	20250226	02/28/2025	11174100-541385	S.	GAS-PROPANE	\$167.98	0
3173882572	PROPANE REFILL	PITTSBURGH	20250304	03/06/2025	11174100-541385	ŞF	GAS-PROPANE	\$60.35	0
3173882573	PROPANE REFILL	PITTSBURGH	20250304	03/06/2025	11174100-541385	Ş	GAS-PROPANE	\$102.00	0
								581.79	
ANDERSON LOCK CO	OCK CO.								
6304									
1165341	PLAIN SPDL L HANDLE LK & STAND	DES PLAINES	20250418	03/13/2025	11050440-542110	PW	R&M BUILDING	\$52.41	0
7115398	INV# 7115398 REKEY MISC DOORS	DES PLAINES	20244067	11/29/2024	11174100-542310	ş	R&M EQUIPMENT	\$476.65	0
7116668	INV# 7116668 REKEY PRESS BOX L	DES PLAINES	20250173	02/20/2025	11174100-542310	S.	R&M EQUIPMENT	\$346.00	0
7116995	INV# 7116995 SERVICE CALL ON 2/:	DES PLAINES	20250307	03/09/2025	11174100-542310	Ş	R&M EQUIPMENT	\$690.90	0
ANDERSON PE	ANDERSON PEST SOLUTIONS							1,262.96	
9474									
72575832	INV# 72575832 MONTHLY PEST COI	ELMHURST	20250174	02/04/2025	11070790-549990	ŞF	OTHER CONTRACTUAL SERVICE	\$70.02	0
72580130	INV# 72580130 PEST CONTROL SEF	ELMHURST	20250464	02/08/2025	11070760-549990	S.	OTHER CONTRACTUAL SERVICE	\$45.00	0
72580130	INV# 72580130 PEST CONTROL SEF	ELMHURST	20250464	02/08/2025	11174100-549990	SE	OTHER CONTRACTUAL SERVICE	\$45,00	0
73765868	INV# 73765868 MONTHLY PEST CO	ELMHURST	20250242	03/04/2025	11070790-549990	S.	OTHER CONTRACTUAL SERVICE	\$70.02	0
73770061	INV# 3646174 MONTHLY PEST CON	ELMHURST	20250465	03/07/2025	11070760-549990	SF	OTHER CONTRACTUAL SERVICE	\$45.00	0
/3//0061	INV# 36461/4 MONTHLY PEST CON	ELMHURS	20250465	03/0//2025	111/4100-549990	ģ	OTHER CONTRACTOAL SERVICE	\$45.00	c
AVI SYSTEMS									
89033418	CableCast Renew and Closed Captior	KANSAS CITY	20250403	03/13/2025	11020170-572173	ð	BROADCASTING - LOCAL CHANNE	\$9,750.00	0
89033458	Cablecast Apps FireTV custom app	KANSAS CITY	20250298	03/13/2025	11020170-572173	AD	BROADCASTING - LOCAL CHANNE	\$1,050.00	0
AYRE PRODUCTIONS	SNOITS							10,000.00	
2514 DOWN PAY	2514 DOWN PAYM RESOLUTION NO. R-13-2025 2025 S	ALGONQUIN	20250290	02/26/2025	11070750-577013	e S	LIBERTY FEST (4 JULY)	\$7,400.00	. 0
	DOWN FATMENT A RESOLUTION NOTE, 12-2023 2023 3	ALGOINGOIN	16206207	02/202/20	1070790-077012	9	MOSIC IN LOC PARKS	17,150.00	c
B & F CONSTR	CONSTRUCTION CODE SERVICE								
20481	B & F CONSTRUCTION CODE SERV	ELGIN	20244071	02/19/2025	11060640-549990	8	OTHER CONTRACTUAL SERVICE	\$2,455.00	0

# FOR CHECKS DATED: 2/25/2025

			דטא מחדנ	YO DAIL	TOX CHECKS DATED: 2/29/2023	İ		i	
INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	W/T/MANUAL CHECK #
;								2,455.00	İ
BACKGROUNDS ONLINE	)S ONLINE								
<b>2229</b> 575328	JAN 2025 PRE-EMPLOYMENT SCRE	SACRAMENTO	20250228	03/02/2025	11020130-541210	ð	PHYSICAL EXAMS	\$85.50	0
0								85.50	
BATTERY SER	BATTERY SERVICE CORPORATION								
2716						!		200	Þ
0110387	EM LIGHT BATTERY FOR VH	BENSENVILLE	20244082	06/27/2024		¥ \$	T&M BOILDING	\$125.44	<b>.</b>
0111219	BATTERY FOR EM LIGHT	BENSENVILLE	20250345	07/24/2024	11050440-542110	V	R&M BUILDING	\$20.87	
0111393	MISC BATTERIES	BENSENVILLE	20244097	07/26/2024	11174100-542310	SF	R&M EQUIPMENT	\$126,06	o
0111568	VEH 75	BENSENVILLE	20244083	08/01/2024	51050570-542410	PW	R&M VEHICLES	\$99.50	o c
0112913	WW Parts	BENSENVILLE	20244099	09/19/2024	51050570-542310	PW	R&M MATERIALS & EQUIPMENT	\$42.70	o c
0112917	3 YEAR REPLACEMENT WARRANT	BENSENVILLE	20244081	09/21/2024	51050540-542410	W	R&M VEHICLES	\$190.95	o c
0114158	MISC BATTERIES	BENSENVILLE	20244097	11/13/2024	11174100-542310	Ş	R&M EQUIPMENT	\$26.87	o c
0114383	MISC BATTERIES	BENSENVILLE	20244097	11/13/2024	11070760-542310	SE	R&M EQUIPMENT	\$490.87	o 0
0116354	CORES FOR VEH 222	BENSENVILLE	20250348	02/13/2025	51050540-542410	PW	R&M VEHICLES	\$279.90	
0116385	LIGHT FIXTURE ASSEMBLY	BENSENVILLE	20250347	02/13/2025	11050440-542110	₽₩	R&M BUILDING	\$25.79	. 0
0116495	CORES EXCHANGED VEH 253	BENSENVILLE	20250346	02/13/2025	11050420-542410	PW	R & M VEHICLES	\$406,50	· c
0116574	BATTERY FOR EM LIGHT @ PW	BENSENVILLE	20250349	02/13/2025	11050440-542110	PW	R&M BUILDING	\$24.56	· c
0116622	INV# 0116622 BATTERY - PRO SHOI	BENSENVILLE	20250460	02/14/2025	11174100-542310	S.	R&M EQUIPMENT	\$56.91	
0116655	NEW BATTERY FOR SQUAD 303 IN)	BENSENVILLE	20250292	02/15/2025	11040110-542410	PD	R&M VEHICLES	\$156.50	. 0
0116691	INV# 0116691 BATTERY PACK - PRO	BENSENVILLE	20250171	02/19/2025	11174100-542310	SE	R&M EQUIPMENT	\$19.95	. 0
0116928	STREET LIGHTS - TIOGA	BENSENVILLE	20250344	02/27/2025	11050420-552670	PW	MATERIAL/SUPPLIES-ST LIGHTS	\$550.98	0
0117142	BATTERY FOR 257	BENSENVILLE	20250351	03/07/2025	11050420-542410	PW	R & M VEHICLES	\$271.00	0
								2,921.35	
BAXTER & WOODMAN	ODMAN								
2717						!			,
0267829	R-103-22 S. INDUSTRIAL IMPROVEN	CAROL STREAM		03/02/2025	31080810-536513	PW	ENG SVC - DESIGN	\$27,000.00	, c
0267829	R-103-22 S. INDUSTRIAL IMPROVEN	CAROL STREAM	20240315	03/02/2025	51080860-536513	Ş	ENG SVC - DESIGN	\$3,026.89 <b>30.026.89</b>	c
BEARCOM									
2265								) ) )	<b>.</b>
5812721	MAINTENANCE ON VEH 200	GARLAND	20244076	12/07/2024	11050110-542410	PW	R&M VEHICLES	\$1,261.65	
5847641	CREDIT MEMO	GARLAND		01/31/2025	31580490-595000	Ę	CAPITAL OUTLAY-FLEET	\$-53.00	. 0
5847642	BEAR COM	GARLAND		03/02/2025	31580490-595000	Ŧ	CAPITAL OUTLAY-FLEET	\$-166.00	c
	EI EMENTARY SCHOOL							1,042.00	
BENSENVILLE	BENSENVILLE ELEMENTARY SCHOOL								

2721

INVOICE #	INVOICE DESCRIPTION	REMIT CITY	DO NI IMBER		ACCOUNT NO	DEPT	ACCOLINT DESCRIPTION	CHECK	W/T/MANUAL
		1				!		AMOUNT	CIEC7#
JAN-FEB 2025	JAN - FEB 2020	DENOCHDO	80406207	03/13/2025	11020170-072171	2	ארת - הא מרח - הא	2.063.66	c
BENSENVILLE POSTMASTER	POSTMASTER							1	
FEB 2025	UB MAILING FEB 2025	BENSENVILLE	20250446	03/15/2025	51030250-540110	ž	POSTAGE/DELIVERY SERVICES	\$2,773.49	9008263
BEST QUALITY	BEST QUALITY FACILITY SERVICES, L							2,773.49	
1619									
52616	R-165-2024 POLICE & VILLAGE HAL	FRANKLIN PAR	20250033	02/19/2025	11040110-549990	PW	OTHER CONTRACTUAL SERVICE	\$2,258.74	0
52622	R-165-2024 POLICE & VILLAGE HAL	FRANKLIN PAR	20250033	02/19/2025	11020110-532810	PW	PROJECT MANAGEMENT SERVICE	\$2,720.76	0
BLA, INC.								4,9/9.50	
281									
23830-7	R4-2024 - LAFO PROJECT	HASCA	20240294	03/02/2025	31080810-536515	¥	ENG SVC - PROJECT MANAGEMEN	\$2,402.38 2.402.38	c
BOND REFUND									
99	1				***************************************	2		9	>
10703 10766	CHARCAL CONTROL & SECTIBITY &			01/29/2025	75000000 226263	7 7	DEBOOLTS BEBEODMANCE BU NO	\$190.00	<b>.</b>
10719-35415	UNIQUE AFFORDABLE FENCE			01/29/2025	75000000-226283	<b>3</b>	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
10722-37079	PRECISE DIGITAL PRINTING, INC			01/29/2025	75000000-226283	Ę	DEPOSITS-PERFORMANCE BD RO	\$225.00	0
10734-42480	MODULAR INSTALATIONS AND DES			01/29/2025	75000000-226283	ž	DEPOSITS-PERFORMANCE BD RO	\$225.00	0
10744-42379	HOME FOREVER BATHS LLC			01/29/2025	75000000-226283	Ę	DEPOSITS-PERFORMANCE BD RO	\$225.00	0
10909-42804	NWP IL TT LLC			01/29/2025	75000000-226283	Z	DEPOSITS-PERFORMANCE BD RO	\$225.00	. 0
11037-36949	MATERIALIZE CONSTRUCTION SEE			04/20/2025	75000000-226283	T Z	DEBOSITS-DERECRMANCE BD RO	\$180.00	<b>.</b>
11197-33798	GUADALUPE, EMILIO			01/29/2025	75000000-226283	Z	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
11295-24764	SHASTRI, MIKA			01/29/2025	75000000-226283	Ŧ	DEPOSITS-PERFORMANCE BD RO	\$35.00	0
11469-32489	FORTUNE FISH COMPANY			01/29/2025	75000000-226283	P	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
11481-43415	HOME RENDITIONS LLC			01/29/2025	75000000-226283	Z	DEPOSITS-PERFORMANCE BD RO	\$180.00	. 0
11544-28183	SURPASSING PROPERTY LLC			01/29/2025	75000000-226283	Ž	DEFOSITION PROFITE BUILDING	\$190,00	o c
11702 44058	JOHNSON CONTROLS SECURITY S			01/29/2025	75000000-226283	<u> </u>	DEPOSITS REBEORMANCE BD RO	\$180.00	<b>.</b> .
12118-12200	FOLEY TUCKPOINTING & ROOFING			01/29/2025	7500000-226283	2 2	DEPOSITS-PERFORMANCE RD RO	\$90.00	<b>5</b> 6
12230-24623	FOUR SEASONS HEATING & AIR C			01/29/2025	75000000-226283	Z :	DEPOSITS-PERFORMANCE BD RO	\$105.00	o (
12372-38643	M & J ASPHALT PAVING COMPANY.			01/29/2025	75000000-226283	Z	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
12400-45501	WINDSOLEIL INCORPORATED			01/29/2025	75000000-226283	Ŧ	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
12612-45001	SKROBOT CONSTRUCTION, LLC			01/29/2025	75000000-226283	Z	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
12612-45001-2	SKROBOT CONSTRUCTION, LLC			01/29/2025	75000000-226283	Ę	DEPOSITS-PERFORMANCE BD RO	\$455.00	0

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# **EXPENDITURE APPROVAL LIST**

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	2/25/2025

	\$225.00	DEPOSITS-PERFORMANCE BD RO	ž	5 75000000-226283	01/29/2025	~	COMPLETE BUILDING MAINTENANG	13864-15659
	\$105.00	DEPOSITS-PERFORMANCE BD RO	T.	5 75000000-226283	02/14/2025	¥	FOUR SEASON HEATING & AIR COI	13849-13859
	\$70.00	DEPOSITS-PERFORMANCE BD RO	Ÿ	•	02/14/2025		ADVOCATE CONSTRUCTION INC	13810-33769
	\$70.00	DEPOSITS-PERFORMANCE BD RO	Ŧ	5 75000000-226283	01/29/2025		ROTO-ROOTER	13808-38670
	\$70.00	DEPOSITS-PERFORMANCE BD RO	Ŧ	5 75000000-226283	02/14/2025		HURTADO, ARTURO	13787-305079
	\$135.00	DEPOSITS-PERFORMANCE BD RO	Ä	5 75000000-226283	02/14/2025	•	BEERY HEATING & COOLING, INC	13728-38310
	\$105.00	DEPOSITS-PERFORMANCE BD RO	FN	5 11000000-226283	01/29/2025		ENERGY SERVICES	13716-27016
	\$105.00	DEPOSITS-PERFORMANCE BD RO	FZ		01/29/2025	V,	MIDTOWN HOME IMPROVEMENTS	13685-45604
	\$225.00	DEPOSITS-PERFORMANCE BD RO	Ę	5 75000000-226283	01/29/2025		ROOF MANAGMENT INC.	13648-46067
	\$70.00	DEPOSITS-PERFORMANCE BD RO	Ŧ	5 75000000-226283	01/29/2025	Ç	AMERICAN PREMIERRESTORATION	13644-37701
	\$135.00	DEPOSITS-PERFORMANCE BD RO	Ŧ	5 11000000-226283	01/29/2025		HELGET GAS PRODUCTS , INC	13624-46068
	\$70.00	DEPOSITS-PERFORMANCE BD RO	Ŧ	5 11000000-226283	01/29/2025	5	LAKESHORE BUILDERS RESTORAT	13596-41439
	\$105.00	DEPOSITS-PERFORMANCE BD RO	FZ	5 11000000-226283	01/29/2025		CZAJKOWSKI, REMI	13582-24647
	\$70.00	DEPOSITS-PERFORMANCE BD RO	P	5 75000000-226283	01/29/2025		ARELLANO, JUAN	13546-36641
	\$225.00	DEPOSITS-PERFORMANCE BD RO	Ÿ	5 11000000-226283	01/29/2025		CURT E. ECKLUND, INC	13528-40593
	\$400.00	DEPOSITS-PERFORMANCE BD RO	Ę	5 75000000-226283	02/14/2025		SONOCO CLEAR PACK	13524-46010
	\$70.00	DEPOSITS-PERFORMANCE BD RO	F	5 75000000-226283	01/29/2025		KEITH KOOPMAN	13514-202959
	\$180.00	DEPOSITS-PERFORMANCE BD RO	P	5 75000000-226283	02/14/2025		OMEGA PRO PROPERTIES LLC	13510-44340
	\$133.00	DEPOSITS-PERFORMANCE BD RO	Ð	5 11000000-226283	01/29/2025		A J SEALCOATING	13473-45944
	\$70.00	DEPOSITS-PERFORMANCE BD RO	Ð		01/29/2025		BACON, WILLIAM	13465-44039
	\$70.00	DEPOSITS-PERFORMANCE BD RO	P	5 75000000-226283	02/14/2025		SALGADO, VIANEY	13394-309780
	\$45.00	DEPOSITS-PERFORMANCE BD RO	₹	5 11000000-226283	01/29/2025		FERRAVIT REMODELING	13385-40181
	\$180.00	DEPOSITS-PERFORMANCE BD RO	Ŧ	5 75000000-226283	01/29/2025		FIRST FENCE COMPANY	13360-44248
	\$225.00	DEPOSITS-PERFORMANCE BD RO	Ŧ	5 75000000-226283	01/29/2025		SENG, FRED	13349-45872
	\$225.00	DEPOSITS-PERFORMANCE BD RO	Ŧ	5 75000000-226283	01/29/2025	~	LARRY ROESCH FAMILY AUTO GRO	13323-306136
	\$70.00	DEPOSITS-PERFORMANCE BD RO	Ę	5 75000000-226283	01/29/2025		TBR RESTORATION	13313-44416
	\$90.00	DEPOSITS-PERFORMANCE BD RO	Ŧ	5 75000000-226283	01/29/2025		ARMADIO CABINETS, INC.	13294-20643
	\$105.00	DEPOSITS-PERFORMANCE BD RO	Ŧ	5 75000000-226283	01/29/2025	ര	RIVERA CONTRACTING AND DESIG	13292-45808
	\$405.00	DEPOSITS-PERFORMANCE BD RO	ž	5 75000000-226283	01/29/2025		OMEGA PRO SYSTEMS INC	13290-43528
	\$45.00	DEPOSITS-PERFORMANCE BD RO	ΨZ	5 75000000-226283	01/29/2025		1151 DAVID LLC	13269-45259
	\$105.00	DEPOSITS-PERFORMANCE BD RO	P	5 75000000-226283	01/29/2025		ARS OF ILLINOIS	13167-38674
	\$105.00	DEPOSITS-PERFORMANCE BD RO	Ð	5 75000000-226283	01/29/2025		BELEJ, JAN	13148-13667
	\$90.00	DEPOSITS-PERFORMANCE BD RO	F	5 75000000-226283	01/29/2025		MIDCITY PLUMBING INC	13128-206590
	\$70.00	DEPOSITS-PERFORMANCE BD RO	Ŧ	5 75000000-226283	01/29/2025	2	VASAT EXTERIORS CARPENTRY AI	13076-42623
	\$180.00	DEPOSITS-PERFORMANCE BD RO	Z	5 75000000-226283	02/14/2025		IDENTITY SERVICES LLC	12944-29947
	\$105.00	DEPOSITS-PERFORMANCE BD RO	Z	5 75000000-226283	01/29/2025		ABC PHCE	12714-38624
	\$105.00	DEPOSITS-PERFORMANCE BD RO	Z	5 75000000-226283	01/29/2025	O	FOUR SEASONS HEATING & AIR C	12694-24623
	\$35.00	DEPOSITS-PERFORMANCE BD RO	Z	5 75000000-226283	01/29/2025		DESIGN FIRST BUILDERS LLC	12676-39728
	\$225.00	DEPOSITS-PERFORMANCE BD RO	2	5 75000000-226283	01/29/2025		FELIPE PEREZ	12636-45116
	\$105.00	DEPOSITS-PERFORMANCE BD RO	2	5 75000000-226283	01/29/2025		MONTANEZ, SAMUEL	12616-44913
OHECK #	AMOUNT	ACCOUNT DESCRIPTION	DEPT	E ACCOUNT NO	PO NUMBER DUE DATE	REMIT CITY	INVOICE DESCRIPTION	INVOICE #
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		UNO DATE	ED: 2/23/2023				!
INVOICE DESCRIPTION REMIT CIT	PONUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK	W/T/MANUAL CHECK #
HAWKEYE ROOFING CO.		01/29/2025	75000000-226283	IJ	DEPOSITS-PERFORMANCE BD RO	\$35.00	0
WINDY SIGNS		02/14/2025	75000000-226283	Ř	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
PRUSAK CONSTRUCTION AND ROC		02/14/2025	75000000-226283	Ę	DEPOSITS-PERFORMANCE BD RO	\$70,00	0
ABC PLUMBING , HEATING, ELECTI		02/14/2025	75000000-226283	P	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
FRITZ KONSTRUCTION OF ILLINOIS		02/14/2025	75000000-226283	Ŧ	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
FISHER COMMERCIAL CONSTRUCT		02/14/2025	75000000-226283	Ę	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
FOUR SEASONS HEATING & AIR C		02/14/2025	75000000-226283	FZ	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
PREGIS LLC		02/14/2025	75000000-226283	Ę	DEPOSITS-PERFORMANCE BD RO	\$225.00	0
SIGN ARTIST INC.		02/14/2025	75000000-226283	FZ	DEPOSITS-PERFORMANCE BD RO	\$135.00	0
AFFORDABLE CABINETS, INC.		02/14/2025	75000000-226283	FZ	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
J3 CONSTRUCTION INC. DBA O'HAF		02/14/2025	75000000-226283	FZ	DEPOSITS-PERFORMANCE BD RO	\$225.00	0
MAYER, JAMES		02/14/2025	75000000-226283	Ŧ	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
J & S PLUMBING INC.		02/14/2025	75000000-226283	Ŧ	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
BRIGHT PLANET SOLAR		02/14/2025	75000000-226283	Ξ	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
RIVERA, MARIA CAMELIA		02/14/2025	75000000-226283	Ŧ	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
ALLIANCE SYSTEMS		01/29/2025	11000000-226283	Ϋ́	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
CHICAGO FIRE DETECTION SYSTE		01/29/2025	11000000-226283	ξ	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
CYBOR FIRE PROTECTION		02/14/2025	75000000-226283	Ŧ	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
ROSE PAVING COMPANY		01/29/2025	11000000-226283	P	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
ATOMATIC MECHANICAL SERVICES		02/14/2025	75000000-226283	Ę	DEPOSITS-PERFORMANCE BD RO	\$225.00	0
B & K EQUIPMENT CO.		01/29/2025	11000000-226283	Ę	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
ECO GENERAL CONTRACTORS		01/29/2025	11000000-226283	Ę	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
APEX EXTERIORS INC.		02/14/2025	75000000-226283	퓓	DEPOSITS-PERFORMANCE BD RO	\$70.00	0
MICHAEL MC GOVEN		01/29/2025	11000000-226283	Ŧ	DEPOSITS-PERFORMANCE BD RO	\$90.00	0
CHICAGO BACKFLOW, INC		01/29/2025	11000000-226283	FZ	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
SUNRUN INSTALLATION SERVICES		02/14/2025	11000000-226283	Ę	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
TAYLOR PLUMBING INC.		02/14/2025	11000000-226283	Ę	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
HOWE, ANTHONY		01/29/2025	11000000-226283	Z	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
FOUR SEASONS HEATING AC		02/14/2025	11000000-226283	Z	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
CIRCOM INC.		02/14/2025	11000000-226283	Z	DEPOSITS-PERFORMANCE BD RO	\$180.00	0
FOUR SEASONS HEATING AC		01/29/2025	11000000-226283	Ŧ	DEPOSITS-PERFORMANCE BD RO	\$105.00	0
TIONS						13,308.00	
4							
	20250197	03/02/2025	11000000-213500	T Z	PAYROLI DEDUCT'N-BRIGHT STAF	\$200.00	9008251
	20250405	03/16/2025	11000000-213500	₽ :	PAYROLL DEDUCT'N-BRIGHT STAF	\$200.00	9008266
						400.00	
		OICE DESCRIPTION REMIT CITY PO NUMBER KEYE ROOFING CO. YY SIGNS YY SIGNS YY SIGNS SAK CONSTRUCTION AND ROY PLUMBING, HEATING, ELECT! Z KONSTRUCTION OF ILLINOIS ER COMMERCIAL CONSTRUC R SEASONS HEATING & AIR C GIS LLC I ARTIST INC. )PROBBLE CABINETS, INC. )PROBBLE CABINE	OICE DESCRIPTION REMIT CITY PO NUMBER KEYE ROOFING CO. Y SIGNS Y SIGNS Y SIGNS SAK CONSTRUCTION AND ROY PLUMBING, HEATING, ELECT! Z KONSTRUCTION OF ILLINO!S ER COMMERCIAL CONSTRUC R SEASONS HEATING & AIR C GIS LLC I ARTIST INC. DROBBLE CABINETS, INC. DNSTRUCTION INC. DBA O'HA! ER, JAMES PLUMBING INC. HT PLANET SOLAR RA, MARIA CAMELIA ANCE SYSTEMS AGO FIRE DETECTION SYSTE DR FIRE PROTECTION E PAVING COMPANY MATIC MECHANICAL SERVICE! ( EQUIPMENT CO. GENERAL CONTRACTORS GENERAL CONTRACTORS GENERAL CONTRACTORS ( EXTERIORS INC. I AGO BACKFLOW, INC RUN INSTALLATION SERVICES OR PLUMBING INC. E. ANTHONY R SEASONS HEATING AC OM INC. R. SEASONS HEATING AC INC. R. SEASONS	OICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE A REYE ROOFING CO.  729/2025 72 SIGNS SAX CONSTRUCTION AND ROY PLUMBING , HEATING, ELECT! PLUMBING , HEATING, ELECT! PLUMBING , HEATING & AIR C  G1/14/2025 GIS LLC GIS	OICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO VKEYE ROOFING CO. 71/28/2025 75000000-226283 75 SIGNS YS IGNS SAK CONSTRUCTION AND ROY 75000000-226283 75 SIGNS CONSTRUCTION OF ILLINOIS 8 CR COMMERCIAL CONSTRUC' 75000000-226283 75000000-226283 75 SIGNS PLUMBING , HEATING & AIR C 75000000-226283 75000000-226283 75 SIGNS PLUMBING , HEATING & AIR C 75000000-226283 75000000-226283 75 SIGNS PLUMBING INC. 75000000-226283 75000000-226283 75 SIGNS PLUMBING INC. 75000000-226283 75000000-226283 75 SIGNS PLUMBING INC. 75000000-226283 75000000-226283 75 SIGNS PLUMBING INC. 75000000-226283 75000000-226283 75 SIGNS PLUMBING INC. 75000000000000000000000000000000000000	CICE DESCRIPTION         REMIT CITY         PONUMBER         DUE DATE         ACCOUNT NO         DEPT         ACCOUNT DESCRIPTION           VISIGNS         0.00	COUNT PO NUMBER   DUE DATE   ACCOUNT NO   DEPT   ACCOUNT DESCRIPTION   ACCOUNT DESCRIPTION   ACCOUNT NO   DEPT   ACCOUNT DESCRIPTION   ACCOUNT NO   DEPOSITS-PERFORMANCE BD RO   DEPOSITS-PERFORMANCE BD RO   ACCOUNT NO   DEPOSITS-PERFORMANCE BD RO   ACCOUNT NO   DEPOSITS-PERFORMANCE BD RO   DEPOSITS-PERFORMANCE BD RO   ACCOUNT NO   DEPOSITS-PERFORMANCE BD RO   DEPOSITS-PERFORMANCE BD RO   ACCOUNT NO   DEPOSITS-PERFORMANCE BD RO
#### Page 9 of 40

			OK CHEC	NO DA IE	FOR CHECKS DATED: 2/29/2025			CITION	W/T/MANIJA
INVOICE #	INVOICE DESCRIPTION	REMIT CITY PO	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION		CHECK #
159094	R-191-2024 - ASPHALT & POTHOLE	HILLSIDE	20250142	02/15/2025	11050420-542810	۷q	R & M PAVEMENT	\$948.50	0
159174	R-191-2024 - ASPHALT & POTHOLE	HILLSIDE	20250142	03/06/2025	11050420-542810	₽W	R & M PAVEMENT	\$187.25	0
159182	R-191-2024 - ASPHALT & POTHOLE	HILLSIDE	20250142	03/07/2025	11050420-542810	PW	R & M PAVEMENT	\$124.25	0
								1,260.00	
COC PEST CONTROL									
1762						)		<b>*</b>	>
223863	C & C PEST CONTROL	BENSENVILLE	20250424	02/20/2025	11060640-549990	C	OTHER CONTRACTORE SERVICE	\$90.00	o c
223974	C & C PEST CONTROL	BENSENVILLE	20250424	03/05/2025	11060640-549990	8	OTHER CONTRACTUAL SERVICE	\$30.00	· c
224388		BENSENVILLE	20250424	03/06/2025	11060640-549990	8	OTHER CONTRACTUAL SERVICE	\$65.00	
224394	Qo.	BENSENVILLE	20250424	03/06/2025	11060640-549990	8	OTHER CONTRACTUAL SERVICE	\$30.00	0
224399	Çα (*)	BENSENVILLE	20250424	03/06/2025	11060640-549990	6	OTHER CONTRACTUAL SERVICE	\$30.00	0
224474	Qο	BENSENVILLE	20250424	03/06/2025	11060640-549990	8	OTHER CONTRACTUAL SERVICE	\$40.00 <b>285.00</b>	0
C&C POWER, INC.	NC.								
CD514817	SERVICE-GENERAL SEMI-ANNUAL	CAROL STREAM	20244089	01/22/2025	11050440-549990	¥	OTHER CONTRACTUAL SERVICE	\$995.00 <b>995.00</b>	0
CALIBRATION	CALIBRATION TECHNOLOGIES INC								
104870	INV# 104870 ONSITE SENSOR CALI	COLUMBIA	20250250	02/26/2025	11174100-542350	ŞF	R&M COMPRESSOR	\$2,624.00	0
CAMCO LUBRICANTS	CANTS								
1303								***************************************	,
68953	INV# 68953 AMMONIA REFRIGERAT HAM LAKE	HAM LAKE	20250458	02/27/2025	11174100-542350	S TI	R & M COMPRESSOR	1,321.71	c
CAPITALONE, NA	NA								
1587						1		£13 30	0008163
0005638	JEWEL OSCO - SENIOR CENTER	NEW ORLEANS	20243478	11/28/2024	11070/50-5/7125	2	OFFICE FOR	\$100.76	9008230
0005856Q	JEWEL OSCO	NEW ORLEANS	20244062	01/17/2025	11050110-542410	n t	SENIOR CITIZEN	\$745.77	9008163
000051800	SEARCE COCC - REVIOUS CENTERS	MEAN ONE PANO	20240470	44040004	44070750 577425	<u> </u>	SENIOR CITIZEN	\$150.00	9008163
0007118Q	JEWEL OSCO	NEW ORLEANS	20243478	11/21/2024	110/0/50-5//125	n 7	SENIOR CHIZEN	\$759.34	9008230
00131Q	TARGET - TOY DRIVE	NEW ORLEANS	20244000	6202/60/10	11070730-577020	] ]	MATERIAL RICHIDDI IES ADMIN	\$21.48	9008242
007900	PRIMO WATER	NEW ORLEANS	20244102	12/20/2024	11020110-551110	n T	R&M BI III DING	\$129.78	9008163
0107448	AMAZON - PW SUPPLIES	NEW CKLEANS	20243476	11/08/2024	3700000 501000	2 2			9008163
0153050	AMAZON - SF SUPPLIES	NEW ORLEANS	20243478	11/28/2024	37980800-591000	n T	CAPITAL COTTAY-BEDGGGTROCK		9008230
0179448	AMAZON - SF SUPPLIES	NEW ORLEANS	20244000	01/08/2025	11020180 542210	n 7 2 2	R & M EOI IIDMENT	\$188.99	9008163
0269029	AMAZON - IT SUPPLIES	NEW ORI FANS	20243478	11/15/2024	11010010-522110	2 2	EXPENSE REIMBURSEMENT	\$85.90	9008163
026919	THE VILLAGE FLOWER SHOT	NEW OXLEAMS	70244104	1111312027	140-00-014	2		:	

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9008230	\$50.00	OTHER CONTRACTUAL SERVICE	PW	11050490-549990	01/15/2025	20244062	NEW ORLEANS	ILTOLLWAY - REPLENISH	121624
9008242	\$353.58	OTHER CONTRACTORE SERVICE	Ž	11060640-549990	12/06/2024	20244008	NEW OKLEANS	COSTAR REALITY	101424171
999949	**********		2 2	11000010 010000	10/06/0004	2024200	MEM OF CARO	COSTAB BEALTY	131/2/737
9008163	\$553 58	OTHER CONTRACTUAL SERVICE	2	11060640-549990	11/07/2024	20243478	NEW ORLEANS	COSTAR REALITY - ONLINE DEMOC	121320269
9008230	\$108.24	MATERIALS/SUPPLIES-ADMIN	Z	11010010-551110	01/16/2019	20244103	NEW ORLEANS	EDIBLE ARRANGEMENTS	12-17-24
9008230	\$600.00	TRAINING PROGRAMS/SESSIONS	PW	11050110-521510	01/16/2025	20244062	<b>NEW ORLEANS</b>	HOLY SMOKES BARBEQUE & CATE	1186
9008230	\$471.80	MATERIALS/SUPPLIES-ADMIN	ΡW	11050110-551110	01/03/2025	20244062	<b>NEW ORLEANS</b>	VARI DESK	1121663
9008242	\$-40.38	MATERIALS/SUPPLIES-ST MAINT	Ŧ	11050420-552610	03/07/2025		<b>NEW ORLEANS</b>	MENARDS CREDIT	111524 CREDIT
9008242	<b>\$</b> -39.78	OTHER CONTRACTUAL SERVICES	7	51050577-549990	02/05/2025		<b>NEW ORLEANS</b>	FEDEX CHARGE	110824 CREDIT
9008242	\$375.00	TRAINING PROGRAMS/SESSIONS	Ę	11020130-521510	12/08/2024	20244008	<b>NEW ORLEANS</b>	LEGACY PROJECT SEMINAR	11019304053
9008163	\$15.00	TRAINING PROGRAMS/SESSIONS	Ŧ	11020130-521510	11/09/2024	20243478	NEW ORLEANS	IAMMA - WORKSHOP	10694382459
9008242	\$56.89	MATERIALS/SUPPLIES-ADMIN	Ð	11060110-551110	12/07/2024	20244008	<b>NEW ORLEANS</b>	SAMS CLUB - EMPLOYEE LOUNGE	10230686391
9008242	\$56,89	MATERIALS/SUPPLIES-ADMIN	Ę	11030110-551110	12/07/2024	20244008	NEW ORLEANS	SAMS CLUB - EMPLOYEE LOUNGE	10230686391
9008242	\$56.89	MATERIALS/SUPPLIES-ADMIN	FZ	11020110-551110	12/07/2024	20244008	NEW ORLEANS	SAMS CLUB - EMPLOYEE LOUNGE	10230686391
9008163	\$-62.00	SPECIAL FUNCTIONS	FZ	11070750-577010	10/21/2024		<b>NEW ORLEANS</b>	SAMS CLUB REFUND	10224263177-C
9008163	\$671.36	SPECIAL FUNCTIONS	Ŧ	11070750-577010	11/20/2024	20243478	<b>NEW ORLEANS</b>	SAMS CLUB - HALLOWEEN CANDY	10224263177
9008163	\$15.30	MATERIALS/SUPPLIES-ADMIN	Ŧ	11060110-551110	11/17/2024	20243478	<b>NEW ORLEANS</b>	SAMS CLUB - SUPPLIES	10223410289
9008163	\$15.28	MATERIALS/SUPPLIES-ADMIN	Ŧ	11030110-551110	11/17/2024	20243478	<b>NEW ORLEANS</b>	SAMS CLUB - SUPPLIES	10223410289
9008163	\$15.28	MATERIALS/SUPPLIES-ADMIN	FN	11020110-551110	11/17/2024	20243478	<b>NEW ORLEANS</b>	SAMS CLUB - SUPPLIES	10223410289
9008163	\$40.90	MATERIALS/SUPPLIES-ADMIN	FZ	11020110-551110	11/09/2024	20243478	<b>NEW ORLEANS</b>	SAMS CLUB - SUPPLIES	10219859726
9008163	\$3.00	POSTAGE/DELIVERY SERVICES	Ϋ́	11030110-540110	11/23/2024	20243478	NEW ORLEANS	VILLAGE OF BENSENVILLE	10061767398
9008163	\$358.92	SENIOR CITIZEN	Ŧ	11070750-577125	11/29/2024	20243478	<b>NEW ORLEANS</b>	SAMS CLUB - SENIOR CENTER	09361Q
9008242	\$257,38	CAPITAL OUTLAY-FLEET	Ž	31580490-595000	12/06/2024	20244008	NEW ORLEANS	AMAZON - LAPTOP MOUNT	0894635
9008230	\$32.50	TOY DRIVE	Ę	11070750-577020	01/09/2025	20244000	<b>NEW ORLEANS</b>	DOLLAR TREE	08815Q
9008163	\$458.72	SENIOR CITIZEN	ž	11070750-577125	11/29/2024	20243478	<b>NEW ORLEANS</b>	GORDON FOOD SERVICE	08413Q
9008230	\$18.75	TRAINING PROGRAMS/SESSIONS	PW	11050110-521510	01/17/2025	20244062	<b>NEW ORLEANS</b>	DOLLAR TREE	079490/015351
9008230	\$799.96	MATERIALS/SUPPLIES-ADMIN	Ę	11020110-551110	01/16/2025	20244103	<b>NEW ORLEANS</b>	BEST BUY	07912Q
9008230	\$446.97	SMALL TOOLS & EQUIPMENT	Ŧ	11040340-554510	01/04/2025	20243999	NEW ORLEANS	AMAZON - MICROSOFT SURFACE T	0741863
9008163	\$5,99	MATERIALS/SUPPLIES-ADMIN	Ŧ	11020110-551110	11/15/2024	20244104	<b>NEW ORLEANS</b>	PRIMO WATER	071760
9008242	\$40.47	TREE LIGHTING	Ŧ	11070750-577019	12/20/2024	20244008	NEW ORLEANS	AMAZON - SF SUPPLIES	0709834
9008163	\$89.97	MATERIALS/SUPPLIES-ADMIN	P	11020170-551110	11/22/2024	20243478	NEW ORLEANS	AMAZON - M & C SUPPLIES	0698638
9008230	\$92.70	MATERIALS/SUPPLIES-ADMIN	Ÿ	11010030-551110	01/11/2025	20244000	NEW ORLEANS	METAPRASIS- TRANSLATION	06363Q
9008230	\$188.45	SMALL TOOLS & EQUIPMENT	Z	11060640-554510	01/05/2025	20244000	<b>NEW ORLEANS</b>	2 SMOKE DETECTOR POLE - EXTENS	05A18828DP78272
9008163	\$21.48	MATERIALS/SUPPLIES-ADMIN	Z	11020110-551110	11/15/2024	20244104	NEW ORLEANS	PRIMO WATER	05128Q
9008230	\$450.00	SENIOR CITIZEN	Z	11070750-577125	01/11/2025	20244000	NEW ORLEANS	WALMART - GIFTCARDS	04908Q
9008163	\$73.75	SENIOR CITIZEN	Ę	11070750-577125	11/29/2024	20243478	NEW ORLEANS	DOLLAR TREE	04728Q
9008230	\$184.85	SENIOR CITIZEN	Z	11070750-577125	01/09/2025	20244000	<b>NEW ORLEANS</b>	WALGREENS	03730Q
9008230	\$5.99	MATERIALS/SUPPLIES-ADMIN	ž	11020110-551110	02/14/2025	20244103	NEW ORLEANS	PRIMO WATER	03633Q
9008230	\$400.00	MEMBERSHIP DUES	'n	11020110-521110	12/19/2024	20244103	<b>NEW ORLEANS</b>	IL FIRE AND POLICE COMMISSIONE	03477
9008163	\$20.99	OFFICE SUPPLIES	Ÿ	51030250-551110	11/10/2024	20243478	<b>NEW ORLEANS</b>	AMAZON - FN SUPPLIES	0333842
9008242	\$5.99	MATERIALS/SUPPLIES-ADMIN	2	11020110-551110	12/20/2024	20244102	NEW ORLEANS	PRIMO WATER	02899Q
CHECK #	AMOUNT	ACCOUNT DESCRIPTION	DEPT	ACCOUNT NO	DUE DATE	PO NUMBER	REMIT CITY F	INVOICE DESCRIPTION	N
INT INAMETERS	טחבטג								)

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9008242	\$240.00	OTHER CONTRACTUAL SERVICE	Ŧ	11060640-549990	12/06/2024	20244008	NEW ORLEANS	796 WEEBLY	2842860712103796 WEEBLY
9008230	\$101.05	MATERIALS/SUPPLIES-ADMIN	P	51050570-551110	01/08/2025	20244000	NEW ORLEANS	AMAZON - PW SUPPLIES	2840257
9008163	\$19.34	CAPITAL OUTLAY-BLDG&STRUCTU	Ę	37980800-591000	11/28/2024	20243478	NEW ORLEANS	AMAZON - SF SUPPLIES	2771414
9008242	\$28.15	MATERIALS/SUPPLIES-ADMIN	Ŧ	11040110-551110	12/07/2024	20244008	NEW ORLEANS	AMAZON - PD	2654679
9008242	\$219.99	CAPITAL OUTLAY-MACHINERY & E	ΞŽ	32080800-594000	12/26/2024	20244008	<b>NEW ORLEANS</b>	AMAZON - IT SUPPLIES	2637069
9008242	\$978.00	PROFESSIONAL SERVICES	PW	11050110-532100	12/18/2024	20244044	NEW ORLEANS	ESRI - ANNUAL SUBSCRIPTION	26233965
9008230	\$5,828.80	CAPITAL OUTLAY-MACHINERY & E	FZ	32080800-594000	01/26/2025	20244000	NEW ORLEANS	MADISON LIQUIDATORS	26144-271369
9008230	\$1,499.99	SMALL TOOLS & EQUIPMENT	Ę	11040340-554510	01/22/2025	20243999	NEW ORLEANS	AMAZON - MICROSOFT SURFACE F	2592266
9008242	\$187.99	SMALL TOOLS & EQUIPMENT	٧	11050440-554510	12/21/2024	20244044	NEW ORLEANS	ZORO TOOLS	25324668
9008230	\$107.17	SMALL TOOLS & EQUIPMENT	Ŧ	11040340-554510	01/09/2025	20243999	NEW ORLEANS	MICROSOFT WINDOWS	2532278532
9008230	\$339.84	MATERIALS/SUPPLIES-ADMIN	Ę	11020110-551110	12/19/2024	20244103	NEW ORLEANS	THE GALLERY COLLECTION	24E0092223
9008230	\$100.00	MEMBERSHIP DUES	Ŧ	11060640-521110	01/05/2025	20244000	NEW ORLEANS	IFIA - MEMBERHSIP DUES	24726
9008242	\$350.00	TRAINING PROGRAMS/SESSIONS	FZ	11060640-521510	12/06/2024	20244008	<b>NEW ORLEANS</b>	IL FIRE INSPECTORS ASSCO.	24662
9008163	\$340.00	UNIFORMS-PURCHASE	Ę	11020190-554810	11/17/2024	20243478	<b>NEW ORLEANS</b>	AMAZON - EMA UNIFORMS	2441868
9008163	\$199.00	BOOKS/PAMPHLETS/PUBLICATION	Ŧ	11020110-525010	12/19/2024	20244104	<b>NEW ORLEANS</b>	CRAINS CHICAGO BUSINESS	2259806-2024
9008230	\$412.50	UNIFORMS-PURCHASE	PW	11050110-554810	01/21/2025	20244062	<b>NEW ORLEANS</b>	JACKS WEST END	220000016097
9008242	\$2.54	R&M BUILDING	PΨ	11050440-542110	12/05/2024	20244044	<b>NEW ORLEANS</b>	DOLLAR TREE	21620469
9008242	\$245.80	EXPENSE REIMBURSEMENT	Z	11010010-522110	12/19/2024	20244102	NEW ORLEANS	ASTI ITALIAN DELI	214
9008242	\$149.95	TREE LIGHTING	Ŧ	11070750-577019	12/19/2024	20244008	<b>NEW ORLEANS</b>	AMAZON - SF SUPPLIES	2125012
9008230	\$531.93	R&M BUILDING	PΨ	11050440-542110	01/11/2025	20244062	<b>NEW ORLEANS</b>	SUPPLY HOUSE	21168543
9008242	\$186.36	R&M BUILDING	PW	11050440-542110	12/20/2024	20244044	<b>NEW ORLEANS</b>	SUPPLYHOUSE	20884264
9008163	\$79.98	MATERIAL/SUPPLIES-EQUIPMENT	Z	11020180-552135	11/14/2024	20243478	<b>NEW ORLEANS</b>	AMAZON - IT SUPPLIES	2067422
9008230	\$100.00	TRAINING PROGRAMS/SESSIONS	Ŧ	11020130-521510	01/12/2025	20244000	<b>NEW ORLEANS</b>	2024 IPERLA SEMI IPERLA LEGISLATIVE	2024 IPERLA SE
9008242	\$73.49	PRNTG, BINDING & DUPLICAT	Z	11060110-541160	01/02/2025	20244008	NEW ORLEANS	142 FEDEX INVOICE	2010365520846442
9008242	\$75.50	MEMBERSHIP DUES	₽¥	51050570-521110	12/19/2024	20244044	<b>NEW ORLEANS</b>	ILLINOIS ENVIRONMENTAL PROTE	20013606
9008163	\$134.34	R & M EQUIPMENT	Z	11020180-542310	11/28/2024	20243478	<b>NEW ORLEANS</b>	AMAZON - IT SUPPLIES	1962640
9008242	\$16,49	TREE LIGHTING	Ę	11070750-577019	12/19/2024	20244008	NEW ORLEANS	AMAZON - SF SUPPLIES	1895425
9008242	\$1,725.00	EMPLOYEE ENGAGEMENT	Ę	11020130-521115	12/20/2024	20244008	<b>NEW ORLEANS</b>	BALLOONS BY TOMMY	180841
9008230	\$550.00	R&M VEHICLES	PK	11050110-542410	01/16/2025	20244062	<b>NEW ORLEANS</b>	RIGGS BRO AUTO TOPS & INTERIO	176146
9008230	\$117.48	TOY DRIVE	Ϋ́	11070750-577020	01/03/2025	20244000	<b>NEW ORLEANS</b>	AMAZON - SF SUPPLIES	1752218
9008163	\$54.17	MATERIALS/SUPPLIES-ADMIN	Ä	11020110-551110	11/14/2024	20244104	<b>NEW ORLEANS</b>	COSTCO	1714662
9008163	\$3,000.00	CAPITAL OUTLAY-BLDG&STRUCTI	Ž	37980800-591000	11/21/2024	20243478	<b>NEW ORLEANS</b>	JONES LANG UTILITY PERMIT	1696-0929
9008242	\$569.98	SMALL TOOLS & EQUIPMENT	Ÿ	11040340-554510	11/21/2024	20244057	NEW ORLEANS	AMAZON - PD SUPPLIES	1610632
9008163	\$19.09	TRAINING PROGRAMS/SESSIONS	۷٩	11050110-521510	11/22/2024	20243829	<b>NEW ORLEANS</b>	JEWEL OSCO	1536296
9008230	\$230.00	TRAINING PROGRAMS/SESSIONS	ž	11020130-521510	01/31/2025	20244000	<b>NEW ORLEANS</b>	NATIONAL PERLA	13721
9008242	\$601.10	EMPLOYEE ENGAGEMENT	ž	11020130-521115	12/22/2024	20244008	<b>NEW ORLEANS</b>	ALL PROMO ITEMS	136
9008163	\$345.00	TRAINING PROGRAMS/SESSIONS	PW	11050110-521510	11/21/2024	20243829	NEW ORLEANS	MANGIA NAPOLLI PIZZERIA	13106
9008230	\$11.99	COMMUNITY CENTER	Ŧ	11070750-577122	01/18/2025	20244000	<b>NEW ORLEANS</b>	SPOTIFY	121924
9008230	\$102.59	MATERIALS/SUPPLIES-ADMIN	F	11010010-551110	01/16/2019	20244103	<b>NEW ORLEANS</b>	EDIBLE ARRANGEMENTS	121724
9008230	\$88.67	MATERIALS/SUPPLIES-ADMIN	Ŧ	11010010-551110	01/16/2019	20244103	NEW ORLEANS	EDIBLE ARRANGEMENTS	12172024
CHECK #	AMOUNT	ACCOUNT DESCRIPTION	DEPT	ACCOUNT NO	DUE DATE	PO NUMBER	REMIT CITY F	INVOICE DESCRIPTION	INVOICE #
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9008163	\$30.29	MATERIALS/SUPPLIES-ADMIN	Ψ	11040360-551110	11/21/2024	20243478	NEW ORLEANS	AMAZON - PD SUPPLIES	5974608
9008163	\$22.49	FOOD ITEMS	Z	11070790-557810	11/03/2024	20243478	NEW ORLEANS	AMAZON - SUNDAE BOWLS	5840200
9008163	\$28.38	MATERIALS/SUPPLIES-ADMIN	ž	11040110-551110	11/08/2024	20243478	NEW ORLEANS	AMAZON - PD SUPPLIES	5739418
9008242	44	MATERIALS/SUPPLIES-ST MAINT	PW	11050420-552610	12/05/2024	20244044	NEW ORLEANS	MENARDS	56659786
9008163		SMALL TOOLS & EQUIPMENT	Ę	11040340-554510	11/28/2024	20243475	NEW ORLEANS	AMAZON - IPHONE CHARGER	5661812
9008242	\$21.99	OFFICE SUPPLIES	P	51050577-551110	12/08/2024	20244008	NEW ORLEANS	AMAZON - PW SUPPLIES	5640241
9008242	\$49.98	SPECIAL FUNCTIONS	Ę	11020190-577010	12/07/2024	20244008	NEW ORLEANS	DUNKIN DONUTS	5565
9008242	\$81.96	SPECIAL FUNCTIONS	Ę	11020190-577010	12/07/2024	20244008	NEW ORLEANS	DUNKIN DONUTS	5563
9008163	\$287.92	R&M EQUIPMENT	Ž	11070790-542310	11/20/2024	20243478	NEW ORLEANS	AMAZON - SF SUPPLIES	5528202
9008230	\$79.98	TOY DRIVE	Ę	11070750-577020	01/03/2025	20244000	NEW ORLEANS	AMAZON - TOY DRIVE	5476238
9008163	\$317.76	R&M BUILDING	Ę	11050440-542110	11/22/2024	20243478	NEW ORLEANS	AMAZON PW SUPPLIES	5469048
9008163	\$16.99	R&M BUILDING	Ę	11050440-542110	11/28/2024	20243478	NEW ORLEANS	AMAZON - PW SUPPLIES	5443444
9008242	\$215.99	SMALL TOOLS & EQUIPMENT	FZ	11040340-554510	11/21/2024	20244057	NEW ORLEANS	AMAZON - PD SUPPLIES	5409849
9008242	\$578.00	MATERIALS/SUPPLIES-ADMIN	FZ	11040360-551110	11/15/2024	20244057	NEW ORLEANS	FUJIMATS	53250
9008230	\$20.99	R&M BUILDING	Ŧ	11050440-542110	01/08/2025	20244000	NEW ORLEANS	AMAZON - PW SUPPLIES	5259409
9008230	\$90.74	UNIFORMS-PURCHASE	Ŧ	11060640-554810	01/03/2025	20244000	NEW ORLEANS	AMAZON - SAFETY VESTS	5253014
9008230	\$759.79	TOY DRIVE	Ę	11070750-577020	01/03/2025	20244000	NEW ORLEANS	AMAZON - TOY DRIVE	4885007
9008163	\$62.10	UNIFORMS-PURCHASE	Ę	11050430-554810	11/16/2024	20243478	NEW ORLEANS	AMAZON - PW UNIFORMS	4831448
9008242	\$19.95	R&M EQUIPMENT	FZ	11070760-542310	12/19/2024	20244008	NEW ORLEANS	AMAZON - SF SUPPLIES	4513010
9008242	\$22.97	OFFICE SUPPLIES	FZ	51050577-551110	12/21/2024	20244008	NEW ORLEANS	AMAZON - PW SUPPLIES	4511464
9008163	\$21.80	MATERIALS/SUPPLIES-ADMIN	Ę	11020110-551110	11/07/2024	20243478	NEW ORLEANS	AMAZON - CALENDARS	4433030
9008242	\$89.98	UNIFORMS-PURCHASE	FZ	11050430-554810	12/20/2024	20244008	NEW ORLEANS	AMAZON - PW UNIFORMS	4385857
9008163	\$19.89	POSTAGE/DELIVERY SERVICES	Ŧ	11040110-540110	11/24/2024	20243478	NEW ORLEANS	AMAZON - PD SUPPLIES	4342619
9008230	\$171.64	TOY DRIVE	Ę	11070750-577020	01/03/2025	20244000	NEW ORLEANS	AMAZON - SF SUPPLIES	4315401
9008230	\$220.74	SMALL TOOLS & EQUIPMENT	Ę	11040340-554510	02/01/2025	20243999	NEW ORLEANS	AMAZON - MICROSOFT SURFACE F	4177821
9008242	\$128.91	TREE LIGHTING	P	11070750-577019	12/19/2024	20244008	NEW ORLEANS	AMAZON - SF SUPPLIES	4033800
9008230	\$126.87	R&M VEHICLES	Ę	11040110-542410	09/20/2024	20244000	NEW ORLEANS	WENTWORTH TIRE SERVICE	40081152
9008163	\$24.40	OFFICE SUPPLIES	PW	51050577-551110	11/10/2024	20243829	NEW ORLEANS	FEDEX INVOICE	4-710-56956
9008163	\$0.10	OFFICE SUPPLIES	PW	51050577-551110	11/10/2024	20243829	NEW ORLEANS	FEDEX INVOICE	4-710-56956
9008242	\$-6.30	MATERIALS/SUPPLIES-ADMIN	Ϋ́	11020130-551110	11/20/2024		NEW ORLEANS		397165738-001-C
9008242	\$69.30	MATERIALS/SUPPLIES-ADMIN	Ę	11020130-551110	12/15/2024	20244008	NEW ORLEANS	OFFICE DEPOT	389
9008242	\$30.49	SPECIAL FUNCTIONS	Ϋ́	11070750-577010	12/06/2024	20244008	NEW ORLEANS	AMAZON SF SUPPLIES	3865038
9008163	\$54.00	EMPLOYEE ENGAGEMENT	¥	11020130-521115	11/07/2024	20243478	NEW ORLEANS	AMAZON - AVERY LABELS	3806629
9008163	\$113.54	EXPENSE REIMBURSEMENT	¥	11010010-522110	11/15/2024	20244104	NEW ORLEANS	ASTI DELI	37
9008163	\$636.00	MATERIALS/SUPPLIES-ADMIN	Ŧ	11040360-551110	11/06/2024	20243475	NEW ORLEANS	AMAZON - HD MONITOR	3645027
9008163	\$46.90	EMPLOYEE ENGAGEMENT	Ž	11020130-521115	11/07/2024	20243478	NEW ORLEANS	AMAZON - CHOCOLATE BARS	3617808
9008230	\$243.97	SMALL TOOLS & EQUIPMENT	Ŧ	11040340-554510	01/22/2025	20243999	NEW ORLEANS	AMAZON - MICROSOFT SURFACE	3370604
9008163	\$81.09	ANIMAL CONTROL SERVICES	Ŧ	11040340-548410	11/15/2024	20243475	NEW ORLEANS	AMAZON - RELEASE LIVE TRAP	3101020
9008242	\$92,120.60	DISPOSAL CHARGES	Ę	57020580-579990	11/30/2024	20243431	NEW ORLEANS	10 REPUBLIC SERVICES	3-0551-0010062-10
9008163	\$7.90	MATERIALS/SUPPLIES-ADMIN	Ŧ	11030110-551110	11/20/2024	20243478	NEW ORLEANS	AMAZON - VH SUPPLIES	2925013
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9008163	\$43.98	MATERIALS/SUPPLIES-ADMIN	Ž	11040110-551110	11/14/2024	20243478	NEW ORLEANS	AMAZON - PD SUPPLIES	9033846
9000242	\$23.30	X & M VEHICLES	ž	11050420-542410	12/11/2024	20244008	NEW ORLEANS	AMAZON - PW SUPPLIES	9025823
000000	900.00	0 2 11 11 10 10 10 10 10 10 10 10 10 10 10	1 7	11020130-331110	11/15/2024	20243476	NEW ORLEANS	AMAZON - HR SUPPLIES	9025818
9008163	\$18.28	MATERIAL CALIDRI IES-ADMIN	n 1	1103017-521310	11/16/2023	20244062	NEW ORLEANS	874547157K19243.IL ASSCO OF WATER POLLUTION C	87454/157K1924
9008230	#33F 00	OMNER TOOLS & EXCENSION	2 7		01/12/2025	20243999	NEW ORLEANS	MICROSOFT WINDOWS	8995542856
2420006	#105.00	SMALL TOOLS & BOLLDMENT	T \	11050110-521110	12/19/2024	20244044	NEW ORLEANS	ILCMA	89583
9000103	\$100.10	EMPLOYEE ENGAGEMENT	Į	11020130-521115	11/07/2024	20243478	NEW CRLEANS	AMAZON - CHOCOLATE BARS	8881839
9008163	\$128.22	R&M BUILDING	2	11040110-542110	11/28/2024	20243475	NEW ORLEANS	AMAZON - JUMP STARTER	8733818
9008242	\$135.00	EXPENSE REIMBURSEMENT	Z	11010010-522110	01/02/2025	20244102	NEW ORLEANS	CHAPEL HILL FLORIST	85390
9008163	\$335.74	CAPITAL OUTLAY-BLDG&STRUCTU	Ð	37980800-591000	11/21/2024	20243478	NEW ORLEANS	AMAZON - SF SUPPLIES	8525837
9008242	\$299.00	EDUC/SEMRS/MTGS/TRNG	PW	51050570-521510	12/19/2024	20244044	<b>NEW ORLEANS</b>	NACWA	85044
9008163	\$59.99	R&M VEHICLES	Ξ	11050440-542410	11/03/2024	20243478	<b>NEW ORLEANS</b>	AMAZON - PHOTO LITHIUM BATTEF	8457066
9008242	\$77.96	R&M ICE RESURFACER	Ę	11174100-542610	01/02/2025	20244008	<b>NEW ORLEANS</b>	AMAZON - PW SUPPLIES	8438652
9008242	\$809.70	TREE LIGHTING	Ę	11070750-577019	12/13/2024	20244008	<b>NEW ORLEANS</b>	AMAZON - HOLIDAY MAGIC	8301864
9008163	\$81.00	R&M BUILDING	Ę	11050440-542110	11/21/2024	20243478	<b>NEW ORLEANS</b>	AMAZON - PW SUPPLIES	8278656
9008242	\$12.85	R & M VEHICLES	Ŧ	11050420-542410	12/11/2024	20244008	<b>NEW ORLEANS</b>	AMAZON - PW SUPPLIES	8117019
9008163	\$169.00	MATERIALS/SUPPLIES-ADMIN	Ŧ	11020170-551110	11/14/2024	20243478	<b>NEW ORLEANS</b>	AMAZON - M & C SUPPLIES	8052220
9008163	\$24.99	MEMBERSHIP DUES	Ę	11020170-521110	11/21/2024	20243478	<b>NEW ORLEANS</b>	AMAZON - M & C SUPPLIES	8037814
9008163	\$57.60	R&M EQUIPMENT	FZ	11070790-542310	11/20/2024	20243478	<b>NEW ORLEANS</b>	AMAZON - SF SUPPLIES	8021855
9008242	\$9.75	POSTAGE/DELIVERY SERVICES	£	11040110-540110	12/13/2024	20244008	<b>NEW ORLEANS</b>	FEDEX INVOICE	8-680-79598
9008163	\$100.00	TRAINING PROGRAMS/SESSIONS	PW	11050110-521510	11/22/2024	20243829	<b>NEW ORLEANS</b>	DUNKIN DONUTS	7966
9008242	\$373,44	MATERIAL/SUPPLIES-EQUIPMENT	Ę	11020190-552135	01/02/2025	20244008	NEW ORLEANS	AMAZON - EMA	7849817
9008163	\$19.09	MATERIALS/SUPPLIES-ADMIN	Ŧ	11070760-551110	11/07/2024	20243478	NEW ORLEANS	AMAZON - SF SUPPLIES	7452248
9008242	\$27.96	MATERIAL/SUPPLIES-VEHICLES	Ę	11050490-552130	12/06/2024	20244008	NEW ORLEANS	AMAZON - PW SUPPLIES	7367402
9008163	\$6.99	MATERIALS/SUPPLIES-ADMIN	Ξ	11020110-551110	11/07/2024	20243478	NEW ORLEANS	AMAZON - VMO SUPPLIES	7028268
9008242	\$39.40	SENIOR CITIZEN	Ϋ́	11070750-577125	12/06/2024	20244008	NEW ORLEANS	AMAZON - SF SUPPLIES	6895464
9008242	\$39.40	FOOD ITEMS	Ŧ	11070790-557810	12/06/2024	20244008	<b>NEW ORLEANS</b>	AMAZON - SF SUPPLIES	6895464
9008163	\$11.99	PROGRAMS	Ŧ	11040341-571110	11/07/2024	20243478	NEW ORLEANS	AMAZON - POLICE STICKERS	6751439
9008242	\$298.21	R&M BUILDING	Ŧ	11050440-542110	12/07/2024	20244008	NEW ORLEANS	AMPERAGE ELECTRICAL SUPPLY	6585-2150835
9008163	\$55.56	MATERIALS/SUPPLIES-ADMIN	Ť	11020180-551110	11/28/2024	20243478	NEW ORLEANS	AMAZON - IT SUPPLIES	6455466
9008242	\$432.97	CHEMICALS	Ŧ	51050570-554120	12/15/2024	20244008	NEW ORLEANS	AMAZON - PW SUPPLIES	6435437
9008242	\$32.00	R & M VEHICLES	Ŧ	11050420-542410	12/11/2024	20244008	NEW ORLEANS	AMAZON - PW SUPPLIES	6348238
9008163	\$-30.49	SENIOR CITIZEN	Ŧ	11070750-577125	10/11/2024		<b>NEW ORLEANS</b>	AMAZON RETURN	6149863-C
9008163	\$220.69	SENIOR CITIZEN	Ę	11070750-577125	11/10/2024	20243478	<b>NEW ORLEANS</b>	AMAZON - SF SUPPLIES	6149863
9008230	\$1,500.00	MEMBERSHIP DUES	Ŧ	11020110-521110	01/17/2025	20244103	<b>NEW ORLEANS</b>	IL MUNICIPAL LEAGUE	6145066822
9008242	\$104.85	OTHER CONTRACTUAL SERVICE	F	11060640-549990	12/06/2024	20244008	<b>NEW ORLEANS</b>	255 WEEBLY	6101772435296255 WEEBLY
9008163	\$79.00	MATERIALS/SUPPLIES-ADMIN	T Z	11020170-551110	11/09/2024	20243478	<b>NEW ORLEANS</b>	AMAZON - M & C SUPPLIES	5993034-2
9008163	\$34.00	MATERIALS/SUPPLIES-ADMIN	FZ	11020170-551110	11/09/2024	20243478	<b>NEW ORLEANS</b>	AMAZON - M & C SUPPLIES	5993034
9008242	\$16.19	MATERIALS/SUPPLIES-ADMIN	Ę	11020130-551110	12/07/2024	20244008	<b>NEW ORLEANS</b>	AMAZON - HR	5977826
9008230	\$226.29	SMALL TOOLS & EQUIPMENT	Z	11040340-554510	01/29/2025	20243999	NEW ORLEANS	AMAZON- CHARGER AND USB CAB	5977058
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9008242	\$55.38	PRNTG, BINDING & DUPLICAT	Ę	11060110-541160	01/02/2025	20244008	NEW ORLEANS	VISTA PRINT - PLACARDS	VP_091HGNOH
9008230	\$109.70	OTHER CONTRACTUAL SERVICE	PW	11050490-549990	01/15/2025	20244062	NEW ORLEANS	II I INOIS TOU WAY INVOICE	TOLI WAY 121624
9008242	\$11.99	SENIOR CITIZEN	Z	11070750-577125	12/13/2024	20244008	NEW ORLEANS	SPOTIFY	SPOTIFY 111924
9008163	\$11.99	SENIOR CITIZEN	T Z	11070750-577125	11/18/2024	20243478	NEW ORLEANS	SPOTIFY	SPOTIFY 101924
9008230	\$74.50	UNIFORMS	PW	51050540-554810	01/16/2025	20244062	NEW ORLEANS	DULUTH TRADING	SO058333190
9008230	\$88.46	UNIFORMS	ΡW	51050570-554810	01/16/2025	20244062	NEW ORLEANS	DULUTH TRADING	SO057554970-3
9008230	\$121.39	UNIFORMS	₽W	51050570-554810	01/15/2025	20244062	NEW ORLEANS	DULUTH TRADING	S0057554970-2
9008230	\$121.39	UNIFORMS	PW	51050570-554810	01/15/2025	20244062	<b>NEW ORLEANS</b>	DULUTH TRADING CO	SO057554970
9008230	\$226.50	UNIFORMS	PW	51050540-554810	01/02/2025	20244062	NEW ORLEANS	DULUTH TRADING CO	SO056716131
9008230	\$252.00	EMPLOYEE ENGAGEMENT	Ŧ	11020130-521115	01/18/2025	20244000	NEW ORLEANS	HI SWEETHEART SWEETS	RSN0
9008242	\$201.00	MATERIAL/SUPPLIES-VEHICLES	Wd	11050490-552130	12/21/2024	20244044	<b>NEW ORLEANS</b>	AUTOMART PAINT STORE	P109900
9008242	\$684.50	MATERIAL/SUPPLIES-VEHICLES	PW	11050490-552130	12/20/2024	20244044	<b>NEW ORLEANS</b>	AUTOMART PAINT STORE	P109865
9008230	\$2.99	PROFESSIONAL SERVICES	PW	11050110-532100	01/29/2025	20244062	<b>NEW ORLEANS</b>	APPLE ICLOUD	MQFF9S9M20
9008230	\$2.99	PROFESSIONAL SERVICES	P₩	11050110-532100	01/15/2025	20244062	<b>NEW ORLEANS</b>	APPLE ICLOUD	MQFF838387
9008163	\$2.99	PROFESSIONAL SERVICES	PW	11050110-532100	10/31/2024	20243829	<b>NEW ORLEANS</b>	APPLE ICLOUD STORAGE	MQFF0XHF2B
9008230	\$26.50	ECONOMIC DEVELOPMENT INITIA	FZ	11020170-576010	01/23/2025	20244000	<b>NEW ORLEANS</b>	MAILCHIMP	MC20757351
9008242	\$26.50	ECONOMIC DEVELOPMENT INITIA	Z	11020170-576010	12/24/2024	20244008	<b>NEW ORLEANS</b>	MAILCHIMP	MC20407863
9008163	\$26.50	ECONOMIC DEVELOPMENT INITIA	P	11020170-576010	11/23/2024	20243478	<b>NEW ORLEANS</b>	MAILCHIMP	MC20054563
9008230	\$35.00	EDUC/SEMRS/MTGS/TRNG	PW	51050577-521510	01/18/2025	20244062	<b>NEW ORLEANS</b>	ILLINOIS WATER ENVIRONMENT AS	IWEA1355
9008242	\$20.00	MATERIALS/SUPPLIES-OPERATION	F	11174100-552110	12/07/2024	20244008	<b>NEW ORLEANS</b>	ILTOLLWAY 11082: ILLINOIS TOLLWAY REPLENISH	ILTOLLWAY 11082
9008242	\$50.00	OTHER CONTRACTUAL SERVICE	PW	11050490-549990	12/05/2024	20244044	<b>NEW ORLEANS</b>	2 IL TOLLWAY	IL TOLLWAY 11042
9008230	\$183.04	OTHER CONTRACTUAL SERVICES	PΨ	51050577-549990	01/16/2025	20244062	<b>NEW ORLEANS</b>	4-740-08493 4-751-85793 9-685-9127	FEDEX 122824
9008230	\$5,800.00	CAPITAL OUTLAY-MACHINERY & E	Z	32080800-594000	01/04/2025	20244000	<b>NEW ORLEANS</b>	EVERYTHING TO GO - FURNITURE	EX340A38
9008230	\$-669.13	MISCELLANEOUS REIMBURSEMEN	Z	11000000-439915	02/18/2025		<b>NEW ORLEANS</b>	DEC24 CASHBACK DECEMBER2024 CASH BACK	DEC24 CASHBACK
9008163	\$19.99	BOOKS/PAMPHLETS/PUBLICATION	퓓	11020110-525010	12/02/2024	20244104	NEW ORLEANS	DAILY HERALD	DAILYHERALD 110 DAILY HERALD
9008230	\$19.99	BOOKS/PAMPHLETS/PUBLICATION	Ÿ	11020110-525010	02/01/2025	20244103	<b>NEW ORLEANS</b>	DAILY HERALD	DAILYHERALD 010 DAILY HERALD
9008242	\$19.99	BOOKS/PAMPHLETS/PUBLICATION	Ŧ	11020110-525010	12/20/2024	20244102	<b>NEW ORLEANS</b>	DAILY HERALD	DAILY HERALD 121 DAILY HERALD
9008230	\$5,646.26	ECONOMIC DEVELOPMENT INITIA	Ę	11060110-576010	12/24/2024	20244000	<b>NEW ORLEANS</b>	EFFECTV	CN265012
9008242	\$4,846.84	ECONOMIC DEVELOPMENT INITIA	Ψ̈	11060110-576010	11/26/2024	20244008	NEW ORLEANS	EFFECT TV	CN265011
9008163	\$2,950.49	ECONOMIC DEVELOPMENT INITIA	Ä	11060110-576010	10/29/2024	20243478	NEW ORLEANS	EFFECT TV	CN265010
9008163	\$-218.44	MISCELLANEOUS REIMBURSEMEN	ž	11000000-439915	11/19/2024		NEW ORLEANS	CAPITAL ONE CC CASHBACK NOV2	CASHBACK 11-24
9008163	\$916.70	MATERIALS/SUPPLIES-ADMIN	Ę	11020170-551110	11/22/2024	20243478	NEW ORLEANS	AMAZON - M & C SUPPLIES	9996215
9008230	\$3,189.98	SMALL TOOLS & EQUIPMENT	Z	11040340-554510	02/21/2025	20243999	<b>NEW ORLEANS</b>	AMAZON SURFACE LAPTOP	9970626
9008242	\$149.99	MATERIALS/SUPPLIES-ADMIN	Ę	11040110-551110	12/08/2024	20244008	<b>NEW ORLEANS</b>	AMAZON - PD SUPPLIES	9822626
9008163	\$173.50	R & M BUILDING-CLEANING	P	11070110-542112	11/10/2024	20243478	<b>NEW ORLEANS</b>	SF CLEANING SUPPLIES	9613820
9008230	\$209.43	SMALL TOOLS & EQUIPMENT	Ą	11040340-554510	01/04/2025	20243999	<b>NEW ORLEANS</b>	AMAZON - MEMORY CARD WITH AL	9612221-2
9008230	\$93,49	SMALL TOOLS & EQUIPMENT	T Z	11040340-554510	01/04/2025	20243999	NEW ORLEANS	AMAZON - MEMORY CARD	9612221
9008163	\$421.20	MATERIALS/SUPPLIES-ADMIN	Ŧ	11010030-551110	11/13/2024	20243478	<b>NEW ORLEANS</b>	AMAZON - FLAGS	9540264
9008230	\$14.39	R&M BUILDING	Ŧ	11050440-542110	01/08/2025	20244000	<b>NEW ORLEANS</b>	AMAZON- PW SUPPLIES	9267450
9008242	\$9.89	MATERIAL/SUPPLIES-VEHICLES	Ä	11050490-552130	12/06/2024	20244008	NEW ORLEANS	AMAZON - PW SUPPLIES	9217041
CHECK#	AMOUNT	ACCOUNT DESCRIPTION	DEPT	ACCOUNT NO	DUE DATE	PO NUMBER	REMIT CITY F	INVOICE DESCRIPTION	INVOICE #
INCHAMATION	CLECK								

#### Page 15 of 40

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184935 184935 184935 184935 184935	\$48,556,42 \$66,204.89 \$519,46 \$5,825.60 \$22,850.08	CAPITAL OUTLAY-MACHINERY & E CAPITAL OUTLAY-MACHINERY & E CAPITAL OUTLAY-MACHINERY & E CAPITAL OUTLAY-MACHINERY & E CAPITAL OUTLAY-MACHINERY & E	88888	32080800-594000 32080800-594000 32080800-594000 32080800-594000 32080800-594000	01/30/2025 01/26/2025 01/29/2025 01/29/2025 02/02/2025	20243813 20243813 20243812 20243812 20243812 20243813	CHICAGO CHICAGO CHICAGO CHICAGO CHICAGO	DELL COMPUTERS & DOCK STATIC DELL COMPUTERS & DOCK STATIC 20 27" monitors 20 27" monitors DELL COMPUTERS & DOCK STATIC	AC15Y1A AC1VZ4U AC1XX5V AC1Y49D AC2DT8U
0000	\$1,160.50 \$52,320.00 \$575.08 \$11,088.00 <b>65,143.58</b>	RENTAL & LEASE - EQUIPMENT CAPITAL OUTLAY-MACHINERY & E RENTAL & LEASE - EQUIPMENT CAPITAL OUTLAY-MACHINERY & E	2222	11020180-548110 32080800-594000 11020180-548110 32080800-594000	02/26/2025 02/28/2025 03/06/2025 03/16/2025	20250248 20244070 20250282 20244106	SPRINGFIELD SPRINGFIELD SPRINGFIELD SPRINGFIELD	SERVICE DATES 1/1/25-1/31/25 TOUGHBOOKS SERVICE INVOICE DOCKING STATIONS AND CHARGIN	INV1671668 SERVICE INV1671965 TOUGHBO INV1673214 SERVICE INV1675564 DOCKING CDW GOVERNMENT, INC 11480
0	\$488.50 <b>488.50</b>	OTHER CONTRACTUAL SERVICE	W	11050440-549990	02/02/2025	20250371	LYONS	7307  28888 GARBAGE BAGS FOR FACILITIES  CDS OFFICE TECHNOLOGIES  684	7307 28888 CDS OFFICE TI 684
0	\$51,578.67 <b>51,578.67</b>	PROFESSIONAL SERVICES	₽₩	11050110-532100	02/05/2025	20250476	DUBUQUE	CARTEGRAPH SYSTEMS, INC. 1190 INV17924 R-139-2022 - ANNUAL CONTRACT C	CARTEGRAPH S 1190 INV17924 CASE LOTS, INC.
0	163,155.15 \$225.00	TRAINING PROGRAMS/SESSIONS	ð	11020130-521510	03/06/2025	20250251	ELMHURST	Q1 LUNCH & LEARN HEART HEALT!	<b>CARRIE FINA 2291</b> B401DEDA-0001
9008242	\$270.00	GRAMS/SESSIONS	₹ ;	11050440-521510	12/11/2024	20244008	NEW ORLEANS	G.W. BERKEHEIMER - 2024 CERTIF	ZJX8KYZQ
9008 <b>242</b> 9008163	\$239.00 \$74.31	SMALL TOOLS & EQUIPMENT R&M BUILDING	<b>₽</b> ₽	11050440-554510 11050440-542110	12/19/2024 11/17/2024	20244044	NEW ORLEANS	ZORO TOOLS THE HOME DEPOT	WB9921264999 WM85234139
9008242	\$866.99	SMALL TOOLS & EQUIPMENT	7 7 8 8	11050440-554510	12/19/2024	20244044	NEW ORLEANS	ZORO TOOLS	WB4881898535 WB6543641937
9008230	\$185.99	R&M EQUIPMENT	PW		01/15/2025	20244062	NEW ORLEANS	ZORO TOOLS	WB2161332541
9008230	\$726.12	SMALL TOOLS & EQUIPMENT	P	11060640-554510	01/05/2025	20244000	NEW ORLEANS	SAFEWERKS CO DETECTORS	W4441
9008242	\$46.23	MATERIALS/SUPPLIES-ADMIN	7 7 2 2	11050110-551110	01/02/2025	20243478	NEW ORLEANS	VISTA PRINT - CD LABELS VISTA PRINT - BUSINESS CARDS	VP_9KM/DNCP
9008163	\$60.98	PRINTING & FINISHING	2 2	11010010-541160	11/10/2024	20243478	NEW ORLEANS	VISTA PRINT - BUSINESS CARDS	VP_5RS0ZQ6W
9008230	\$68.98	MATERIALS/SUPPLIES-ADMIN	Z	11020110-551110	01/05/2025	20244000	NEW ORLEANS	VISTA PRINT - BUSINESS CARDS	VP_2F7XGKKS
W/T/MANUAL CHECK #	CHECK	ACCOUNT DESCRIPTION	DEPT	ON CHECKS DATE OCCOUNT NO	DUE DATE	PO NUMBER	REMIT CITY F	INVOICE DESCRIPTION	INVOICE #

## EXPENDITURE APPROVAL LIST FOR CHECKS DATED: 2/25/2025

CLARK BAIRD SMITH LLP 2101

#### Page 17 of 40

			FOR CHEC	KS DATE	FOR CHECKS DATED: 2/25/2025				
INVOICE #	INVOICE DESCRIPTION	REMIT CITY F	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK #
1435	JAN 2025 INVOICE	ROSEMONT	20250268	03/02/2025	11020120-533110	₽	LEGAL SERVICES-GENERAL	\$247.50	0
COLLEGE OF I	DUPAGE								
16696	2024 PSI PROFESSIONAL DEVELOF	GLEN ELLYN	20244066	11/23/2024	11020130-521510	ð	TRAINING PROGRAMS/SESSIONS	\$4,455.00 4.455.00	0
COMBINED FLI	COMBINED FLUID PRODUCTS COMPA							<u>.</u>	
IN200323	FACILITY UPDATES	LAKE ZURICH	20250341	02/23/2025	51050550-542310	₽₩	R&M MATERIALS & EQUIPMENT	\$646.33 <b>646.33</b>	0
COMCAST 12216								,	
0930408014-0225	COMCAST-0408014-0225	SOUTHEASTER	20250382	02/22/2025	11174100-541310	Ş	COMMUNICATION-PHONES (WIRE	\$522.90	0
0930421918-0125	SERVICE DATES 1/12/25-2/11/25	SOUTHEASTER	20250285	02/04/2025	11040110-549990	<u> </u>	OTHER CONTRACTUAL SERVICE	\$260.11	9008260
0940001924-0125	COMCAST MONTHLY SERVICE	SOUTHEASTER	20250472	01/20/2025	11050110-521510	ΡW	TRAINING PROGRAMS/SESSIONS	\$16.55	0
0940001924-0225	COMCAST MONTHLY SERVICE	SOUTHEASTER	20250472	02/20/2025	11050110-521510	N N	TRAINING PROGRAMS/SESSIONS	\$17.55	0
0940003318-0225	COMCAST-0408014-0225	SOUTHEASTER	20250382	03/06/2025	11174100-541310	SH :	COMMUNICATION-PHONES (WIRE	\$168.27	0
934545575-0225	SERVICE DATES 2/1/25-2/28/25	SOUTHEASTER	20250485	03/03/2025	11020180-541310	T Z	COMMUNICATION-PHONES (WIRE	\$2,619.60 <b>4.428.29</b>	0
COMFORT IND	COMFORT INDOOR SOLUTIONS INC								
2288									
7856	SENIOR HVAC PROGRAM	BENSENVILLE	20250233	02/21/2025	11070750-577125	S F	SENIOR CITIZEN	\$60.00	0
/85/	WENIOR HVAC TRUGRAM	RENGENVILLE	20250233	02/21/2025	110/0/50-5//125	4	SENIOR CITIZEN	\$60.00	· c
7858	SENIOR HVAC PROGRAM	BENSENVILLE	20250233	02/21/2025	11070750-577125	នួស្	SENIOR CITIZEN	\$60.00	0
4000	OF MORE IN A CONTRACT	מרואסרוא אוררר	20070000	00/21/2020	11070700-077125	? 9	OCINION OFFICE	*60.00	
7861	SENIOR HVAC PROGRAM	BENSENVILLE	20250233	02/21/2025	11070750-577125	S H	SENIOR CITIZEN	\$60.00 <b>300.00</b>	0
COMMONWEALTH EDISON	_TH EDISON								
2668									
0149694000-1224	COM ED - MASTER ACCOUNT	CAROL STREAM	20244090	02/06/2025	11050420-541370	W	ELECTRICITY	\$694.36	0
3094395000-0125	SERVICE DATES 12/30/24-1/30/25	CAROL STREAM	20250234	03/01/2025	11050420-541370	2	ELECTRICITY	\$436.02	<b>,</b> 0
3829813000-0125	COM ED - 199 PARKSIDE LANE STRE	CAROL STREAM	20250412	03/01/2025	11050420-541370	₽ 7 <b>×</b> ¥	ELECTRICITY	\$79.64	0 (
4453732000-0125	COM ED: 105 N YORK	CAROL STREAM	20250415	03/01/2025	11050420-541370	¥	ELECTRICITY	\$1,374.39	0
6146056000-0125	COM ED - 938 PAMELA DRIVE	CAROL STREAM	20250413	03/01/2025	11050420-541370	PW	ELECTRICITY	\$77.80	. 0
6612154000-0125	COM ED - 14 N CENTER ST PARKIN	CAROL STREAM	20250414	03/01/2025	11050420-541370	PW	ELECTRICITY	\$31.26	0

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			CAS DATE	D. 2/20/2020				
INVOICE DESCRIPTION	REMIT CITY	O NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION		W/T/MANUAL CHECK #
COM ED - 1330 IROQUOIS LANE	CAROL STREAM	20250447	02/14/2025	11050420-541370	₽ .	ELECTRICITY	\$6,308.39	0
							9,204.95	
N ENERGY SERVICES								
CONSTELLATION GAS 0125	CAROL STREAM	20250457	03/13/2025	11174100-541370	S F	ELECTRICITY	\$6.083.23	0
CONSTELLATION GAS 0125	CAROL STREAM	20250457	03/13/2025	11174100-541370	SE	ELECTRICITY	\$7,299.25	0
CONSTELLATION - JANUARY 2025	CAROL STREAM	20250404	03/07/2025	11174100-541370	ş	ELECTRICITY	\$27,635.04	0
CONSTELLATION - JANUARY 2025	CAROL STREAM	20250404	03/07/2025	11070760-541370	S.	ELECTRICITY	\$9,166.00	0
CONSTELLATION - JANUARY 2025	CAROL STREAM	20250404	03/07/2025	11174100-541370	S.	ELECTRICITY	\$5,942.04	0
CONSTELLATION - JANUARY 2025	CAROL STREAM	20250404	03/07/2025	11070720-541370	S.	ELECTRICITY	\$195.17	0
CONSTELLATION - JANUARY 2025	CAROL STREAM	20250404	03/07/2025	11070720-541370	Ş	ELECTRICITY	\$30.30	0
CONSTELLATION - JANUARY 2025	CAROL STREAM	20250404	03/07/2025	11070790-541370	S.	ELECTRICITY	\$395.92	0
CONSTELLATION - JANUARY 2025	CAROL STREAM	20250404	03/07/2025	11070790-541370	SE	ELECTRICITY	\$271.81	0
CONSTELLATION - JANUARY 2025	CAROL STREAM	20250404	03/07/2025	11070790-541370	SF.	ELECTRICITY	\$289.18	0
CONSTELLATION - JANUARY 2025	CAROL STREAM	20250404	03/07/2025	11070720-541370	Ş	ELECTRICITY	\$1,461.59	0
HIGHWAY DEPARTME							58,769.53	
GREEN ST/FRANKLIN AVE - COUNT	CHICAGO	20244085	10/31/2024	11050420-549990	ΡW	OTHER CONTRACTUAL SERVICE	\$1,206.67	0
7								
R-191-2024 - WATER SYSTEM PART	STLOUIS	20250151	02/09/2025	51050540-552520	ΡW	WATER MAIN PARTS	\$2,056.32	0
R-191-2024 - WATER SYSTEM PART	STLOUIS	20250151	02/20/2025	51050540-552520	PW	WATER MAIN PARTS	\$3,069.78	0
R-191-2024 - WATER SYSTEM PART	STLOUIS	20250151	02/26/2025	51050540-552520	₽₩	WATER MAIN PARTS	\$10,368.00 15 494 10	0
							15,494.10	
DAILY HERALD MEDIA GROUP	CAROL STREAM	20250308	02/26/2025	11060110-541140	B	LEGAL NOTICES	\$87.00	0
INV# 322907 MONTHLY MOVIE ADS	CAROL STREAM	20250238	03/03/2025	11070790-541145	Ş	ADVERTISING	\$392.10 <b>479.10</b>	0
AN (E)								
REIBURSEMENT - MARDI GRAS SU	BLOOMINGDAL	20250300	03/13/2025	11174100-557481	ŞF	AWARDS & COSTUMES	\$101.89	0
TAR, LLC							101.09	
EXHIBITOR FEES	PASADENA	20250215	02/22/2025	11070790-540110	SE	POSTAGE/DELIVERY SERVICESS	\$40.00	0
	INVOICE # INVOICE DESCRIPTION  9543404000-1224 COM ED - 1330 IROQUOIS LANE  CONSTELLATION ENERGY SERVICES  13016  3355640000-0125 CONSTELLATION GAS 0125 6561640000-0125 CONSTELLATION GAS 0125 763464-25-0125 CONSTELLATION - JANUARY 2025 763464-35-0125 CONSTELLATION - JANUARY 2025 763464-35-0125 CONSTELLATION - JANUARY 2025 763464-35-0125 CONSTELLATION - JANUARY 2025 763464-37-0125 CONSTELLATION - JANUARY 2025 763464	EDESCRIPTION  REMIT CITY 1330 IROQUOIS LANE  CAROL STREAL LATION GAS 0125 LATION - JANUARY 2025 LATION - JANUARY 2025 LATION - JANUARY 2025 LATION - JANUARY 2025 LATION - JANUARY 2025 LATION - JANUARY 2025 LATION - JANUARY 2025 LATION - JANUARY 2025 LATION - JANUARY 2025 LATION - JANUARY 2025 LATION - JANUARY 2025 LATION - JANUARY 2025 LATION - JANUARY 2025 CAROL STREAL LATION - JANUARY 2025 CAROL STREAL	EDESCRIPTION REMIT CITY PO NUMBER 1330 IROQUOIS LANE CAROL STREA! 20250447  Y SERVICES  LATION GAS 0125 LATION GAS 0125 CAROL STREA! 20250457 LATION - JANUARY 2025 CAROL STREA! 20250404 LATION - JANUARY 2025 CAROL STREA! 20250404 LATION - JANUARY 2025 CAROL STREA! 20250404 LATION - JANUARY 2025 CAROL STREA! 20250404 LATION - JANUARY 2025 CAROL STREA! 20250404 LATION - JANUARY 2025 CAROL STREA! 20250404 LATION - JANUARY 2025 CAROL STREA! 20250404 LATION - JANUARY 2025 CAROL STREA! 20250404 LATION - JANUARY 2025 CAROL STREA! 20250404 LATION - JANUARY 2025 CAROL STREA! 20250404  **OPPARTME**  **OPPAR	EDESCRIPTION REMIT CITY PO NUMBER 1330 IROQUOIS LANE CAROL STREA! 20250447  Y SERVICES  LATION GAS 0125 LATION JANUARY 2025 CAROL STREA! 20250404 LATION - JANUARY 2025 CAROL STREA! 20250404 LATION - JANUARY 2025 CAROL STREA! 20250404 LATION - JANUARY 2025 CAROL STREA! 20250404 LATION - JANUARY 2025 CAROL STREA! 20250404 LATION - JANUARY 2025 CAROL STREA! 20250404 LATION - JANUARY 2025 CAROL STREA! 20250404 LATION - JANUARY 2025 CAROL STREA! 20250404 LATION - JANUARY 2025 CAROL STREA! 20250404 LATION - JANUARY 2025 CAROL STREA! 20250404 LATION - JANUARY 2025 CAROL STREA! 20250404 LATION - JANUARY 2025 CAROL STREA! 20250404  **OPPARTME**  *	EDESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO 1330 IROQUOIS LANE CAROL STREA! 20250447 02/14/2025 11050420-541370 (LATION GAS 0125 CAROL STREA! 20250467 03/13/2025 1117/4100-541370 (LATION -JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1117/4100-541370 (LATION -JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1117/4100-541370 (LATION -JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1117/4100-541370 (LATION -JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1117/4100-541370 (LATION -JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1107/0790-541370 (LATION -JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1107/07/20-541370 (LATION -JANUARY 2025 CAROL STREA! 20250308 03/03/2025 1107/07/20-5425250 (LATION -JANUARY 2025 CAROL STREA! 20250308 03/03/2025 1107/07/20-5425250 (LATION -JANUARY 2025 CAROL STREA! 20250308 03/03/2025 1107/07/20-5425250 (LATION -JANUARY 2025 CAROL STREA! 20250300 03/13/2025 1107/07/20-5425250 (LATION -JANUARY 2025 CAROL STREA! 2025030	EDESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO E1330 IRROQUOIS LANE CAROL STREA! 20250447 02/14/2025 11050420-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1117/4100-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1117/4100-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1117/4100-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1117/4100-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1117/4100-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1117/4100-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1117/4100-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1117/4100-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1107/07/90-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1107/07/90-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1107/90-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1107/90-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1107/90-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1107/90-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1107/90-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1107/90-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1107/90-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1107/90-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1107/90-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1107/90-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1107/90-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1107/90-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1107/90-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1107/90-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1107/90-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/2025 1107/90-541370 (ATRION - JANUARY 2025 CAROL STREA! 20250404 03/07/202	TOTAL CITE   PONUMBER   DUE DATE ACCOUNT NO   DEPT	DESCRIPTION

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<b>900</b> 0047937-IN 0047937-IN	25-0039 R-6	00197005-00 00197207-00 00197207-00 EDWIN HANC	5295 01-0200-00-1124 01-0200-00-1224 EDWARD OCC	3917 27677 DUPAGE WAT	269 JV154  DUPAGE COUNTY	2075 SI682581 CIVIL SI682581 CIVIL	DIVERSIFIED 471 DOWN PYMNT	93220996 93226426	INVOICE #
SERVICE CALLS SERVICE CALLS	R-63-2024 - CONSTRUCTION ENGIN WESTCHESTEF	00197005-00 Q1 DOT SCREENINGS & FEES 00197207-00 Q1 DOT SCREENINGS & FEES EDWIN HANCOCK ENGINEERING, CO.	5295 01-0200-00-1124-2 OVERPAYMENT ON WATER REF 20 01-0200-00-1224 SERVICE DATES 11/30 - 12/31 EDWARD OCCUPATIONAL HEALTH	3917 PICK UP/BOARDING FOR TWO STR DUPAGE WATER COMMISSION	269  JV154  DUJIS PRMS OPS & SYSTEM COST  DUPAGE COUNTY ANIMAL CONTROL	CIVIL 3D 2025 GOVERNMENT - ANN CIVIL 3D 2025 GOVERNMENT - ANN	DIVERSIFIED AUDIO GROUP, INC. 471  DOWN PYMNT MIF RESOLUTION NO. R-11-2025 2025 P	EXHIBITOR FEES INV# 93226426 EXHIBITOR FEES - V	INVOICE DESCRIPTION
SAUKVILLE SAUKVILLE	WESTCHESTER	CHICAGO CHICAGO	ELMHURST	WHEATON	WHEATON	HERNDON HERNDON	ADDISON	PASADENA PASADENA	REMIT CITY
20244061 20244061	20241514	20250490 20250490	20244046	20250188	20250259	20250035 20250035	20250287	20250215 20250302	PO NUMBER
09/12/2024 09/12/2024	03/02/2025	03/02/2025 03/02/2025	02/12/2025 03/12/2025	02/21/2025	03/02/2025	02/23/2025 02/23/2025	02/26/2025	03/01/2025 03/08/2025	DUE DATE
51050550-549990 51050560-549990	31080810-536515	11020130-541210 11020130-541210	51050550-545520 51050550-545520	11040340-548410	11040110-542100	11050110-532100 51050110-532100	11070750-577012	11070790-540110 11070790-540110	ACCOUNT NO
PW W	W	88	WAd	PD	В	P P W W	ψ	SE SE	DEPT
OTHER CONTRACTUAL SERVICES	ENG SVC - PROJECT MANAGEMEN	PHYSICAL EXAMS PHYSICAL EXAMS	DUPG WTR COMM-WATER PURCH \$10,000.00 DUPG WTR COMM-WATER PURCH \$237,819.60 <b>247,819.60</b>	ANIMAL CONTROL SERVICES	MAINTENANCE AGREEMENTS	PROFESSIONAL SERVICES PROFESSIONAL SERVICES	MUSIC IN THE PARK	POSTAGE/DELIVERY SERVICESS POSTAGE/DELIVERY SERVICESS	ACCOUNT DESCRIPTION
\$743.54 \$743.54	\$127.00 <b>127.00</b>	\$390.00 \$360.00 <b>750.00</b>	\$10,000.00 \$237,819.60 <b>247,819.60</b>	\$375.00 <b>375.00</b>	\$42,852.32 <b>42,852.32</b>	\$1,564.13 \$1,564.14 <b>3,128.27</b>	\$10,750.00 <b>10,750.00</b>	\$40.00 \$40.00	CHECK
00	0	00	900822801 9008261	0	٥	0 0	0	0 0	W/T/MANUAL CHECK #

774 20250201 INV	FLOCK SAFETY 2118 INV-55837	<b>FLEETPRIDE, INC 511</b> 122971823 P	FINNER, TODD (E) 8831 069046 V 2025 MEMBERSHII U	<b>EQUIPMENT</b> <b>2259</b> 0020290-IN	<b>ENGINEERIN 613</b> 13020200.91	<b>ENERSTAR, INC</b> <b>9067</b> 022536	0048640-IN	0048325-IN	0047956-IN	0047956-IN	0047941-IN 0047941-IN	INVOICE #
INV# 20250201 AWARDS - MARDI GI	TY POLE REPLACEMENT INV #INV-558	INC. PPE - UTILITIES	FINNER, TODD (E)  8831  069046  WALL MOUNT BELT BARRIERS REII 2025 MEMBERSHII U.S ICE RINK ASSOCIATION REIME	EQUIPMENT INTERNATIONAL LTD  2259  0020290-IN RESOLUTION NO.R-162-2024 ELEC	ENGINEERING RESOURCE ASSOCIATI 613 13020200.91 SERVICES THRU 12/31/24 - PROJEC WARRENVILLE	NC. INV# 022536 QUARTERLY WATER T	PARTS FOR SCADA	SERVICE CALLS	SERVICE CALLS	SERVICE CALLS	SERVICE CALLS	INVOICE DESCRIPTION
BENSENVILLE	ATLANTA	ATLANTA	ELMHURST ELMHURST	MORTON GROV	WARRENVILLE	ELMHURST	SAUKVILLE	SAUKVILLE	SAUKVILLE	SAUKVILLE	SAUKVILLE	REMIT CITY
20250387	20250190	20250316	20250241 20250241	\ 20243635	20244060	20250463	20250421	20244061	20244061	20244061	20244061	PO NUMBER
03/03/2025	02/06/2025	02/23/2025	02/23/2025 03/06/2025	03/06/2025	02/15/2025	03/03/2025	01/26/2025	11/17/2024	09/12/2024	09/12/2024	09/12/2024	THE P
11174100-557481	11040110-548110	51050540-554810	11174100-542310 11174100-521110	11174100-542310	11050110-532100	11174100-554120	51050550-549990	51050550-549990	51050560-549990	51050550-549990	51050550-549990 51050560-549990	ACCOUNT NO
S.	В	W	R R	Ϋ́	P	S.	PV	¥	PW	PW	₽ ₽ <b>≷</b> ≷	DEPT
AWARDS & COSTUMES	RENTAL & LEASE-EQUIPMENT	UNIFORMS	R&M EQUIPMENT MEMBERSHIP DUES	R&M EQUIPMENT	PROFESSIONAL SERVICES	CHEMICALS	OTHER CONTRACTUAL SERVICES	OTHER CONTRACTUAL SERVICES	OTHER CONTRACTUAL SERVICES	OTHER CONTRACTUAL SERVICES	OTHER CONTRACTUAL SERVICES OTHER CONTRACTUAL SERVICES	ACCOUNT DESCRIPTION
\$2,950.46 <b>2,950.46</b>	\$500.00 <b>500.00</b>	\$157.90	\$61.32 \$350.00	4,938.50 \$7,247.50	<b>1,450.00</b> \$4,938.50	<b>4,635.52</b> \$1,450.00	\$/2.50 \$492.32	\$72.50	\$778.06	\$778.06	\$477.00 \$478.00	CHECK
0	ø	o	0 0	0	0	o	00	0	0	0	0 0	W/T/MANUAL CHECK #

#### Page 21 of 40

GRAINGER           2841         2841           9188966049         UTILITY FACILITY         PALATINE         20244084         09/12/2024         51050550-542310         PW         R&M MATERIALS & EQUIPME           9230976988         INV# 9230976988 PRESSURE GUAG         PALATINE         20244098         09/27/2024         11174100-542350         SF         R & M COMPRESSOR           9392480720         GRAINGER CREDIT RETURN ITEM         PALATINE         20250235         03/02/2025         11174100-542350         FN         R & M COMPRESSOR           9396883242         INV# 9396883242 SELECTOR SWITC         PALATINE         20250461         03/07/2025         11174100-542310         SF         R & M COMPRESSOR	GOVERNMENT FINANCE OFFICERS A:           11900           3099583         GAAFR 2024 EDITION         CHICAGO         20244056         12/26/2024         11030110-551110         FN         MATERIALS/SUPPLIES-ADMI	GOLD MEDAL-CHICAGO 9695 30-422555 INV# 30-422555 FOOD ITEMS - SUNI BENSENVILLE 20250243 02/23/2025 11070790-557810 SF FOOD ITEMS 30-422716 INV# 30-42271 FOOD ITEMS - SUND BENSENVILLE 20250311 03/01/2025 11070790-557810 SF FOOD ITEMS	GENERAL REFRIGERATION LLC           2073           \$12274540         MISC SERVICE CALLS         ROSELLE         20250394         03/07/2025         11174100-542350         SF         R & M COMPRESSOR           \$12274687         MISC SERVICE CALLS         ROSELLE         20250394         03/08/2025         11174100-542350         SF         R & M COMPRESSOR	GEIB INDUSTRIES, INC.           2833         PARTS FOR 267         BENSENVILLE         20250355         02/26/2025         11050420-542410         PW         R & M VEHICLES           784001-001         SPOILS HOSE         BENSENVILLE         20250356         02/14/2025         11050420-542410         PW         SMALL TOOLS & EQUIPMEN           784827-001         NOZZLE FOR VEH 225         BENSENVILLE         20250356         02/14/2025         11050420-542410         PW         R & M VEHICLES           785290-001         HOSES & FITTINGS FOR LOW PUMI         BENSENVILLE         20250426         02/15/2025         51050570-542310         PW         R & M VEHICLES           788028-001         SHOP SUPPLIES FOR FLEET         BENSENVILLE         20250353         03/01/2025         11050420-552610         PW         MATERIAL/SUPPLIES-VEHIC           788579-001         VEH 259         BENSENVILLE         20250357         03/05/2025         11050420-542410         PW         MATERIAL/SUPPLIES-VEHIC	ETER TESTING ROSELLE 20244075 01/17/2025 51050540-554510 PW	INVOICE # INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT ACCOUNT DESCRIPTIO
	MATERIALS/SUPPLIES-ADMIN				SMALL TOOLS & EQUIPMENT	ACCOUNT DESCRIPTION
\$638.68 \$60.64 \$158.55 \$-7.49 \$108.08	\$199.00	\$47.65 \$490.10	\$1,777.99 \$1,084.94	\$103.50 \$122.45 \$107.43 \$194.97 \$1,127.51 \$48.31 \$37.57	\$77.50 <b>77.50</b>	AMOUNT CHECK #
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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK	W/T/MANUAL
GRAYBAR ELE	GRAYBAR ELECTRIC COMPANY	:	;						
9340637522	STREET LIGHTS	CHICAGO	20250358	02/27/2025	11050420-552670	W	MATERIAL/SUPPLIES-ST LIGHTS	\$2,214.00	
GREAT LAKE T	GREAT LAKE THEATRE SERVICE, LTD							2,214.00	
319									
JAN 2025	MONTHLY BOOKING FEES - JANUA	AURORA	20250301	03/03/2025	11070790-541460	S.	BOOKING FEES	\$250.00	
GREB, GREG (E) 993	E)							250.00	
073091	GREG'S UNIFORM BUDGET / REIME	MELROSE PAR	20250325	01/28/2025	11050490-554810	PW	UNIFORMS - PURCHASE	\$70.37	
HENDERSON P	HENDERSON PRODUCTS, INC.							70,37	
1038 414584	SALT CHAIN	HUNTLEY	20250326	02/22/2025	11050430-542410	ΡW	R&M VEHICLES	\$609.19	
415154	SHOP SUPPLIES	HUNTLEY	20250327	02/19/2025	11050490-542410	PW	R & M VEHICLES	\$1,503.39	
HERSHEY CRE	HERSHEY CREAMERY COMPANY							2,112.30	
13115 INVE0021354211	INV# INVE0021354211 ICE CREAM -	HARRISBURG	20250247	02/23/2025	11070790-557810	ş	FOOD ITEMS	\$495.50	
HIGH STAR TRAFFIC	AFFIC							485.50	
5662									
10716 10756	R-191-2024 - TRAFFIC CONTROL PA R-191-2024 - TRAFFIC CONTROL PA	BARTLETT BARTLETT	20250149 20250149	02/23/2025 02/23/2025	11050420-552610 11050420-552610	P P	MATERIALS/SUPPLIES-ST MAINT MATERIALS/SUPPLIES-ST MAINT	\$1,096.20 \$223.85	
HOME DEPOT	HOME DEPOT CREDIT SERVICES							1,320.05	
7665		: ! !	 	 		) 1		<u>}</u>	
2353177	MISC SUPPLIES	LOUISVILLE	20250239	02/28/2025	11174100-542112	? <del>(</del>	R&M BUILDING-CLEANING	\$11.96	
2900903	MISC SUPPLIES	LOUISVILLE	20250239	02/28/2025	11174100-542112	<b>4</b> 4	R&M BUILDING-CLEANING	\$159.94	
4524326	MISC SUPPLIES	LOUISVILLE	20250239	02/26/2025	11174100-542170	S.	R&M ICE RINKS	\$87.99	
ICE SPORTS INDUSTRY	DUSTRY							329.33	
<b>7664</b> 84887	INV# 84887 MISC TESTING FEES	DALLAS	20250309	03/06/2025	11174100-521110	SH.	MEMBERSHIP DUES	\$39.00	
								39.00	

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					.U. MANAGE				:
INVOICE #	INVOICE DESCRIPTION	REMIT CITY F	PO NUMBER	DUE DATE	DUE DATE ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	W/T/MANUAL CHECK #
ILLINOIS PHLE	ILLINOIS PHLEBOTOMY SERVICES, LI	ļ						:	:
2190	TOTAL OF 4 BLOOD DRAW REQUES	OSWEGO	20250289	03/03/2025	11040110-549990	PO	OTHER CONTRACTUAL SERVICE	\$1,700.00	0
ILLINOIS TRUC	ILLINOIS TRUCK ENFORCEMENT ASSI							1,700.00	
83DF933-0003	ANNUAL DUES 2025 INV #83DF7933	CRYSTAL LAKE	20250187	02/24/2025	11040110-521110	В	MEMBERSHIP DUES	\$25.00	0
INTERNATION/	INTERNATIONAL ASSOCIATION OF CH							23.00	
0382083	IACP ACTIVE DUES FOR 2025 INV #	ALEXANDRIA	20250294	02/21/2025	11040110-521110	공	MEMBERSHIP DUES	\$220.00	0
INTERSTATE B	INTERSTATE BILLING SERVICE, INC. 909							0.00	
3040189054	VEH 254	DECATUR	20250317	02/14/2025	11050420-542410	PW	R & M VEHICLES	\$280.00	0
3040198403	AIRHORN FOR VEH 259	DECATUR	20250318	02/15/2025	11050420-542410	PW	R & M VEHICLES	\$200.00 480.00	0
JC LICHT, LLC 1289									
03101453	ICE - VILL	CHICAGO	20250332	02/16/2025	11050440-542110	PW	R&M BUILDING	\$184,40	0
03101664	PAINT FOR VILLAGE HALL	CHICAGO	20250331	02/28/2025	11050440-542110	PW	R&M BUILDING	\$55,41 <b>239.81</b>	0
JOHNSTON, GARY 349	URY .								
JAN 2025 JANU JOHNSTONE SUPPLY	ARY 2025 GARY JOHNSTON F	ELBURN	20250286	03/04/2025	11040110-532100	8	PROFESSIONAL SERVICES	\$418.68 <b>418.68</b>	0
568-S101828652.0	568-S101828652.0( WW BUILDING THERMO	NILES	20250329	02/06/2025	11050440-542110	PW	R&M BUILDING	\$18.55	0
S101844527.001 UTILITY TOOL  JORSON & CARLSON CO, INC	UTILITY TOOL LSON CO, INC.	NILES	20250328	02/21/2025	51050540-554510	PW	SMALL TOOLS & EQUIPMENT	\$132.49 <b>151.04</b>	0
0742348	ICE SCRAPER KNIVES	ELK GROVE VII	20250240	02/28/2025	11174100-542610	Y) TI	R&M ICE RESURFACER	\$77.44	Þ
0742349	ICE SCRAPER KNIVES	ELK GROVE VIL	20250240	02/28/2025	11174100-542610	SF :	R&M ICE RESURFACER	\$142.96	0
0743345	INV# 0742302 ICE SCRAPER KNIVE:	ELK GROVE VII	20250310	03/14/2025	11174100-542610	S C	R&M ICE RESURFACER	\$85.48	0 0
								391.36	

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	W/T/MANUAL CHECK #
JULIE INC 10934									:
JX ENTERPRISES, INC			1010010	OF COLUMN		:		4,180.60	•
1560						2			>
2332224P	מחסד מסדדר במ		20230334	03/07/2025	11000490-002130	***	MATERIAL GOTTE G-VEHICLES	351.27	c
LAKESIDE EC	LAKESIDE EQUIPMENT CORP								
905748-1	6" LOWER BEARING PREV. PAYMEI	BARTLETT	20250467	03/06/2025	51080870-594000	₽	CAPITAL OUTLAY-MACHINERY & E	\$40.00	0
LAW ENFOR	LAW ENFORCEMENT TARGETS INC								
0610694-IN	RANGE TARGETS AND BACKERS #	PROVO	20250178	02/12/2025	11040360-551110	В	MATERIALS/SUPPLIES-ADMIN	\$411.10	0
LEN'S ACE H	LEN'S ACE HARDWARE, INC.							411.10	
<b>1814</b> 529461	INV# 529461/1 CUT KEYS	ADDISON	20250224	02/16/2025	11174100-542310	Ϋ́	R&M EQUIPMENT	\$35,91	0
LIFTOMATIC	LIFTOMATIC ELEVATOR CO							35.91	
2192		· · · · · · · · · · · · · · · · · · ·				!		<b>*</b>	<b>,</b>
13882	ELEVATOR SERVICES - VILLAGE HA	LOMBARD	20250112	03/03/2025	11050440-549990	קר ק אי	OTHER CONTRACTION SERVICE	\$190.00	o 0
13883	MONTHLY ELEVATOR MAINTENANG	LOMBARD	20250066	03/03/2025	11174100-549990	<b>4</b> 4	OTHER CONTRACTUAL SERVICE	\$145.00	00
LINDAHL BRO	LINDAHL BROTHERS, INC.							530.00	
338									
45521	R-147-2023, SAND,STONE & DEBRE	BENSENVILLE	20240129	12/26/2024	51050540-552610	PW	GRAVEL/ASPHALT	\$1,554.16	. 0
45521		BENSENVILLE	20240129	12/26/2024	11050420-579990	¥	DISPOSAL CHARGES	\$843.69	. 0
45521	R-147-2023, SAND, STONE & DEBRE	BENSENVILLE	20240129	12/26/2024	51050540-579990	Į V	DISPOSAL CHARGES	\$888.09	o c
45522	R-147-2023, GAND, STONE & DEBRIS	BENSENVII I E	20240129	12/26/2024	1105040-552010	D 7	DISPOSAL CHARGES	\$1.612.60	<b>.</b>
45522	R-147-2023, SAND, STONE & DEBRIS	BENSENVILLE	20240129	12/26/2024	51050540-579990	PW	DISPOSAL CHARGES	\$1,697.47	0
45523	R-147-2023, SAND, STONE & DEBRIS	BENSENVILLE	20240129	12/26/2024	51050540-552610	PW	GRAVEL/ASPHALT	\$4,027.71	0
45523	R-147-2023, SAND, STONE & DEBRIS	BENSENVILLE	20240129	12/26/2024	11050420-579990	PW	DISPOSAL CHARGES	\$2,186.47	0
45523	R-147-2023, SAND, STONE & DEBRIS	BENSENVILLE	20240129	12/26/2024		P ₹	DISPOSAL CHARGES	\$2,301.54	» o
45524	R-147-2023, SAND,STONE & DEBRIS	BENSENVILLE	20240129	12/26/2024	51050540-552610	W	GRAVEL/ASPHALT	\$3,665.54	C

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY PO	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	AMOUNT	CHECK #
45524	R-147-2023, SAND, STONE & DEBRIS	BENSENVILLE	20240129	12/26/2024	11050420-579990	₽W	DISPOSAL CHARGES	\$1,989.87	0
45524	R-147-2023, SAND, STONE & DEBRIS	BENSENVILLE	20240129	12/26/2024	51050540-579990	PW	DISPOSAL CHARGES	\$2,094.59	0
45857	R-167-2024 SAND & STONE DELIVE	BENSENVILLE	20250027	03/01/2025	51050540-552610	PW	GRAVEL/ASPHALT	\$7,806.58	0
								33,638.88	
	MPSON COMPANY, INC.								
3000								) ) ) )	•
43762	LEAK DETECTION @ 100 CHURCH I	VALPARAISO	20250361	03/01/2025	51050540-549990	V	OTHER CONTRACTUAL SERVICES	\$895.00	· c
43807	LEAK DETECTION - 1202 BROOKWO	VALPARAISO	20250362	03/01/2025	51050540-549990	W	OTHER CONTRACTUAL SERVICES	\$1,245.00	c
MAREN RONAN, LTD	LTD							2, 140.00	
	1								
1884						;		<b>1 1 1 1 1 1 1 1 1 1</b>	Þ
HEB 2025	LOBBY SERVICES	**************************************	70206207	03/04/2023	11010010-002010	Ş		3,500.00	,
MARQUARDT & BELMONTE	BELMONTE P.C.								
12/		WILEVION	30350358	02/04/2025	11020120-533210	3	LEGAL SERVICES-PROSECUTION	\$3.945.00	0
000	EEGUE - AICENOE LINOGEGO HOMO	i i	100100			i		3,945.00	
MCDONALD'S CORP	ORP.								
9225						}			•
0724	1 PRISONER MEAL-INV #0724	BENSENVILLE	20242413	08/31/2024	11040360-551110	8	MATERIALS/SUPPLIES-AUMIN	8.19	c
MCMASTER-CARR	RR								
2917						!		*	ò
3486	WWTP BLOWERS	CHICAGO	20250432	03/07/2025	51050570-542310	2 8	R&M MATERIALS & EQUITMENT	\$137.22	<b>,</b>
39199600	TUBING LAB CABLE TIES; LIFT STA	CHICAGO	20200431	6207/01/20	31030370-342310	7 44		9 60	> (
39330991	THICK BAGS FOR STORAGE & LIFT	CHICAGO	20250429	02/16/2025	51050570-542310	PX	R&M MATERIALS & EQUITMENT	\$46.32	o c
39332062	ZIP LOCK BAGS FOR STORAGE (IF	CHICAGO	20250430	02/16/2025	51050570-542310	TV	ROW MATERIAL OF PROPERTY.	\$475.40	
39788068	SNOW HOLD FOR VEH 241	CHICAGO	20250359	02/26/2025	11050430-542410	Ø	R&M VEHICLES	\$1/5.48	· c
39923562	INV# 39923562 MISC PARTS - COMF	CHICAGO	20250462	03/21/2025	11174100-542350	SE	R & M COMPRESSOR	\$353.81	0
MEADE, INC.								1,344.90	
711138	CABLE LOCATE - 11/27/24	MCCOOK	20244088	01/02/2025	11050420-549990	٧٩	OTHER CONTRACTUAL SERVICE	\$78.18	0
711576	MONTHLY TRAFFIC SIGNAL MAINT!	MCCOOK	20250150	03/02/2025	11050420-549990	₽¥	OTHER CONTRACTUAL SERVICE	\$825.04	0
MENARDS								903.22	
<b>11265</b> 83011	LUNCHROOM BUILDOUT SUPPLIES	MELROSE PAR	20250379	02/13/2025	11050440-542110	ΡW	R&M BUILDING	\$64.39	0

## MISCELLANEOUS FOR UT ## 426   201325-38364   242505001-40375   CHANNEL   245745-210303   HI-PERFOR UT	MISC ONE TIME VENDOR 9 2000491.002 PARTY DI TIF 4 INCENTIVE 0 ENERGY WATER DEPOSIT ( WATER D	MILLER INDUSTRIAL, LLC 6509 SI-494773 STREETS SI-495756 SI-496594 STREET T	MIDWEST BIO: 2169	METROPOLIT <i>i</i> 8009 1.31.25	METRO TANK 1366 20008	MESIROW INS 1606 2978825	83090 84069 84449	INVOICE #
JETT EXPRESS INC  CHANNEL DISTRIBUTION CORPOR,  HI-PERFORMANCE FASTENING SY:	MISC ONE TIME VENDOR  9  2000491.002 PARTY DEPOSIT REFUND TIF 4 INCENTIVE 0 ENERGY VOLLEYBALL TIF INCENTI WATER DEPOSIT ( WATER DEPOSIT REFUND	STRIAL, LLC  STREETS TOOLS  STREETS TOOL  STREET TOOL	MIDWEST BIOSOLIDS ASSOICATION, I 2169 MEMBERSHIP DUES	METROPOLITAN ALLIANCE POLICE 8009 1.31.25 POC UNION DUES JANUARY 2025	METRO TANK AND PUMP COMPANY 1366 20008 OSFM ANNUAL WALKTHROUGH WIN WHEELING	MESIROW INSURANCE SERVICES, INC 1606 2978825 CYBER EXTENSION	STREET TOOLS  4X4 STRONG BACK CPLG  PARKING LOT FACILITIES	INVOICE DESCRIPTION
		OAK BROOK OAK BROOK OAK BROOK OAK BROOK	SPRINGFIELD	BOLINGBROOK	WHEELING	PASADENA	MELROSE PARI MELROSE PARI	REMIT CITY
		20250369 20250369 20250368 20250370	20250425	20250201	20244096	20250266	20250378 20250433 20250380	PO NUMBER
01/29/2025 01/31/2025 01/31/2025	03/15/2025 03/09/2025 03/16/2025	02/06/2025 02/15/2025 02/15/2025 02/15/2025 02/23/2025	02/01/2025	03/02/2025	10/05/2024	03/07/2025	02/14/2025 03/01/2025 03/07/2025	DUE DATE
51000000-121050 51000000-121050 51000000-121050	11000790-437910 37380890-576010 51000000-225011	11050420-554510 11050420-554510 51050540-554510 11050420-554510	51050570-521110	11000000-218100	51050560-549990	11020150-549990	11050420-554510 51050570-542310 37980800-593000	ACCOUNT NO
71 71 71 Z Z Z	777	9 9 9 9 8 8 8	PW	ž	₽₩	<del>A</del> D	PW W	DEPT
REC - H20 OPERATIONS REC - H20 OPERATIONS REC - H20 OPERATIONS	MOVIE THEATRE-ADMISSION SALI \$100.00 ECONOMIC DEVELOPMENT INITIA: \$200,000.00 AP-DEPOSITS HELD-W/O AC NUMI \$00, 200, 200, 200	SMALL TOOLS & EQUIPMENT SMALL TOOLS & EQUIPMENT SMALL TOOLS & EQUIPMENT SMALL TOOLS & EQUIPMENT	MEMBERSHIP DUES	PAYROLL DEDUCT'N-UNION DUES	OTHER CONTRACTUAL SERVICES	OTHER CONTRACTUAL SERVICE	SMALL TOOLS & EQUIPMENT R&M MATERIALS & EQUIPMENT CAPITAL OUTLAY-IMPROVEMENTS	ACCOUNT DESCRIPTION
\$46.21 \$340.22 \$2,630.09	\$100.00 \$200,000.00 \$100.00	\$55.84 \$9.98 \$17.94 \$12.99	\$650.00	\$1,215.00 1 215.00	\$1,915.00	\$2,066.00	\$118.14 \$27.83 \$56.76	CHECK
0 0 0	000	000	0	9008253	0	0	000	W/T/MANUAL CHECK #

0	\$160.00 <b>160.00</b>	PAYROLL DEDUCT'N-LIFE INS	₽	11000000-214120	03/03/2025	20250491	JACKSONVILLE	MARCH 2025 PREMIUMS	<b>5424</b> 0582032025
	296.05							RF	NCPERS IL IMRE
0	\$296.05	R&M MATERIALS & EQUIPMENT	₽W	51050570-542310	02/12/2025	20250434	CHICAGO	ARTS GREASE FOR SCREW PUMPS	<b>11510</b> 150889 GR
0	\$1,750.00 <b>1,750.00</b>	MUSIC IN THE PARK	Ϋ́	11070750-577012	02/26/2025	20250299	ELK GROVE	DOWN PYMNT MIF 2025 MIP BOOKING AGREEMENT	DOWN PYMNT M
	8,010.77							EINER	MURRAY H WEINER
00	\$4,005.38 \$4,005.39	PROFESSIONAL SERVICES	Wd Md	11050110-532100 51050110-532100	03/02/2025 03/02/2025	20250144 20250144	DES PLAINES	R-198-2024 - GIS CONSORTIUM SEF R-198-2024 - GIS CONSORTIUM SEF	7792 7792
	69.04							MUNICIPAL GIS PARTNERS, INC.	MUNICIPAL GIS
0	\$69.04	OTHER CONTRACTUAL SERVICE	Ę	11040110-549990	03/02/2025	20250435	PALOS HEIGHT	INVOICE 028858 COMMISSIONS	1 <b>211</b> 028858
	176.00							MUNICIPAL COLLECTION SERVICES, I	MUNICIPAL CO
0	\$176.00	R&M COMMUNICATIONS SYSTEM	B	11040110-542510	03/03/2025	20250293	CHICAGO	WAVE APP FOR OFC CELLPHONES	<b>3094</b> 9068520250102
c	17,235.00		į						MOTOROL A SOLUTIONS
<b>o</b>	¢17 225 00	LECAL SERVICES CENT MATTERS	2	11020120 522110	03/13/3036	20244107		LEGAL SERVICES	1410 17661
	28,859.03							WELCH, LLC	MONTANA & WELCH, LLC
9008272	\$1,229.23	PAYROLL DEDUCT'N-ROTH IRA	Ę	11000000-213300	03/16/2025	20250406	WASHINGTON	MISSION SQUARE ROTH PR WH 2/1	2.14.25-2
9008248 9008271	\$1,429,23 \$13,083,59	PAYROLL DEDUCT'N-DEF COMP	7 7 2 2	11000000-213300 11000000-213100	03/02/2025	20250199 20250450	WASHINGTON	MISSION SQUARE PR WH 2/14/25	1.31.25-2 2.14.25
9008247	\$13,116.98	PAYROLL DEDUCT'N-DEF COMP	P	11000000-213100	03/02/2025	20250208	WASHINGTON	MISSION SQUARE PR WH 1/31/25	1.31.25
	3,016.52							MISSIONSQUARE RETIREMENT	MISSIONSQUA
W/T/MANUAL CHECK #	CHECK V	ACCOUNT DESCRIPTION	DEPT	ACCOUNT NO	DUE DATE	PO NUMBER	REMIT CITY	INVOICE DESCRIPTION	INVOICE #

#### Page 29 of 40

O'REILLY AUTO PARTS 1858 2446-450618 SHOP S	OMEGA PRO 1860 8075	1.31.25 1.31.25 1.31.25 1.31.25 2.14.25 2.14.25 2.14.25	13182 13182 R-1;	<b>NICOR 2673</b> 03052875360-0225 05733400005-1224 54863400005-1224 68647800009-0125 71947800000-0125 77-17-78-00008-127	NET ASSETS 1831 1-202501 3-202501	NEON RATED LLC 1519 ANORA FEES M
SHOP SUPPLY STOCK	OMEGA PRO SYSTEMS INC 1860 INV# 8075 AMMONIA AND FIRE REL	PAYROLL TAXES WE 1/31/25 FEDEF PAYROLL TAXES WE 1/31/25 FEDEF PAYROLL TAXES WE 1/31/25 FEDEF PAYROLL TAXES WH 2/14/25 FEDEF PAYROLL TAXES WH 2/14/25 FEDEF PAYROLL TAXES WH 2/14/25 FEDEF	NOVELAIRE TECHNOLOGIES LLC 13182 2241478 R-173-2024 ONE DESSICANT WHEE	<b>2673</b> 2673 2673 203052875360-0225 SERVICE DATES 1/8/25-2/7/25 05733400005-1224 NICOR - THEATER 1224 54863400005-1224 NICOR - THEATER 1224 68647800009-0125 NICOR GAS - 605 W MAIN STREET 71947800000-0125 NICOR GAS - 130 N CHURCH ROAD 77-17-78-00008-12; NICOR: 717 E JEFFERSON	NET ASSETS CORPORATION 1831 1-202501 NET ASSETS CORPORATION 3-202501 NET ASSETS CORPORATION	D LLC  MOVIE RENTAL FEES - ANORA
SPRINGFIELD	BENSENVILLE	AURORA AURORA AURORA AURORA AURORA AURORA	BATON ROUGE	CAROL STREAN CAROL STREAN CAROL STREAN CAROL STREAN CAROL STREAN	EUGENE	NEW YORK
20250336	20250225	20250206 20250206 20250206 20250206 20250441 20250441 20250441	20250040	20250438 20244055 20244055 20250416 20250417 20250417	20250267 20250267	PO NUMBER 20250219
02/02/2025	02/27/2025	03/05/2025 03/05/2025 03/05/2025 03/05/2025 03/16/2025 03/16/2025	03/16/2025	03/09/2025 02/07/2025 02/07/2025 02/03/2025 02/23/2025 02/23/2025 01/29/2025	03/05/2025 03/05/2025	DUE DATE 02/23/2025
11050490-552130	11174100-542350	11000000-212010 11000000-212020 11000000-212030 11000000-212010 11000000-212020 11000000-212030	31080800-591000	11050440-549990 11070790-541370 11070790-541370 51050550-541370 51050550-541370 51050550-541370	11060640-549990 11060640-549990	ACCOUNT NO 11070790-547910
P W	SH H	77777	PW	P W W FIN	88	SF DEPT
MATERIAL/SUPPLIES-VEHICLES	R&M COMPRESSOR	PAYROLL DEDUCTN-FED INC TX PAYROLL DEDUCTN-SOC SEC PAYROLL DEDUCTN-MEDICARE PAYROLL DEDUCTN-FED INC TX PAYROLL DEDUCTN-SOC SEC PAYROLL DEDUCTN-MEDICARE	CAPITAL OUTLAY-BLDG&STRUCTI	OTHER CONTRACTUAL SERVICE ELECTRICITY ELECTRICITY ELECTRICITY/GAS ELECTRICITY/GAS ELECTRICITY/GAS	OTHER CONTRACTUAL SERVICE	ACCOUNT DESCRIPTION  MOVIE RENTAL FEES
\$119.94	\$750.12	\$50,704.93 \$35,266.16 \$13,194.96 \$44,936.94 \$34,581.45 \$12,265.07 <b>190,949.51</b>	\$28,376.00 <b>\$28,376.00</b>	\$751.12 \$153.09 \$260.95 \$160.87 \$251.10 \$1,369.08	\$2,112.00 \$1,145.00 <b>3,257.00</b>	
0	0	9008244 9008244 9008244 9008270 9008270 9008270	o	00000	0 0	CHECK #

## FOR CHECKS DATED: 2/25/2025

				.D. 016016060				
INVOICE DESCRIPTION	REMIT CITY	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK AMOUNT	W/T/MANUAL CHECK#
BLUDEF FOR VEH 276	SPRINGFIELD	20244074	06/27/2024	51050570-542410	PΨ	R&M VEHICLES	\$50.97	0
CREDIT MEMO	SPRINGFIELD		01/03/2025	11050420-542410	Ť	R & M VEHICLES	\$-21.03	0
VEH 252	SPRINGFIELD	20250340	02/02/2025	51050540-542410	P	R&M VEHICLES	\$26.14	0
FUEL CAP FOR VEH 212	SPRINGFIELD	20250337	02/05/2025	11050430-542410	PW	R&M VEHICLES	\$15.13	0
FUEL CAP	SPRINGFIELD		01/06/2025	11050420-542410	P	R & M VEHICLES	<b>\$-</b> 6.68	0
CREDIT RETURN	SPRINGFIELD		01/07/2025	11050420-542410	Ę	R & M VEHICLES	\$-200.49	0
CREDIT RETURN	SPRINGFIELD		01/07/2025	11050420-542410	TI Z	R & M VEHICLES	\$-83.76	0
CREDIT RETURN	SPRINGFIELD		01/07/2025	11050420-542410	Ŧ	R & M VEHICLES	<b>\$</b> -10.00	0
VEH 222	SPRINGFIELD	20250338	02/06/2025	51050540-542410	Wd	R&M VEHICLES	\$210.49	0
BRAKE CLEANER - SHOP SUPPLIES	SPRINGFIELD	20250339	02/06/2025	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$83.76	0
CORE RETURN	SPRINGFIELD		01/10/2025	11050420-542410	Ŧ	R & M VEHICLES	\$-10.59	0
CREDIT RETURN	SPRINGFIELD		01/14/2025	11050420-542410	Ę	R & M VEHICLES	\$-48.41	0
INV# 6076-265525 CAMSHAFT	SPRINGFIELD	20250459	02/13/2025	11174100-542610	SF	R&M ICE RESURFACER	\$20.47	0
SHOP SUPPLY STOCK	SPRINGFIELD	20250336	02/13/2025	11050490-552130	PW	MATERIAL/SUPPLIES-VEHICLES	\$78.96	0
PASSPORT LABS, INC								
JANUARY 2025 MOBILE PAY PARKII	DETROIT	20250283	03/02/2025	11030110-540330	ž	BANK/CREDIT CARD FEES	\$134.31	0
							; ;	
PAYROLL FEES 1/31/25 PAYROLL FEES 2/14/25	ARLINGTON HE ARLINGTON HE	20250202 20250408	03/02/2025 03/16/2025	11030110-532310 11030110-532310	F F	PAYROLL SERVICES PAYROLL SERVICES	\$1,649.96 \$2,486.37	9008252 9008268
PEERLESS NETWORK, INC 1925							4, 100.00	
68957 SERVICES DATES 2/2/25-2/28/25 PETTY CASH - VH	CHICAGO	20250212	03/03/2025	11020180-541310	ž	COMMUNICATION-PHONES (WIRE	\$2,157.14 <b>2,157.14</b>	0
TI33 PETTYCASH 0218; FOOD ITEMS FOR THE THEATER	BENSENVILLE	20250474	12/11/2024	11070790-557810	Ä	FOOD ITEMS	\$131.52	0
PHYSICIANS IMMEDIATE CARE CHICA							131.32	
JAN PRE-EMPLOYMENT SCREENIN	CAROL STREAM	20250489	03/08/2025	11020130-541210	AD	PHYSICAL EXAMS	\$237.00	0
PRECISE DIGITAL PRINTING INC							237.00	
	INVOICE DESCRIPTION  BLUDEF FOR VEH 276 CREDIT MEMO VEH 252 FUEL CAP FOR VEH 212 FUEL CAP CREDIT RETURN CREDIT RETURN CREDIT RETURN CREDIT RETURN INV# 6076-265525 CAMSHAFT SHOP SUPPLY STOCK  BS, INC  JANUARY 2025 MOBILE PAY PARKII PAYROLL FEES 1/31/25 PAYROLL FEES 2/14/25  TWORK, INC  SERVICES DATES 2/2/25-2/28/25  VH  JAN PRE-EMPLOYMENT SCREENIN JAN PRE-EMPLOYMENT SCREENIN	RIPTION 1276 - SHOP SUPPLIES CAMSHAFT COCK CAMSHAFT COCK THE THEATER 114/25 114/25 114/25 114/25 THE THEATER CHICA	RIPTION REMIT CITY 1276 SPRINGFIELD SPRING	RIPTION REMIT CITY PO NUMBER DUE DATE  1276 SPRINGFIELD 20244074 0627/2024 SPRINGFIELD 20250340 02/03/2025 SPRINGFIELD 20250340 02/03/2025 SPRINGFIELD 20250337 02/05/2025 SPRINGFIELD 20250337 02/05/2025 SPRINGFIELD 20250337 02/05/2025 SPRINGFIELD 20250338 02/06/2025 SPRINGFIELD 20250339 02/06/2025 SPRINGFIELD 20250339 02/06/2025 SPRINGFIELD 20250339 02/06/2025 SPRINGFIELD 20250339 02/06/2025 SPRINGFIELD 20250339 02/06/2025 SPRINGFIELD 20250339 02/06/2025 SPRINGFIELD 20250459 02/13/2025 SPRINGFIELD 20250459 02/13/2025 OCK SPRINGFIELD 20250459 02/13/2025 OCK SPRINGFIELD 20250459 02/13/2025 SPRINGFIELD 20250459 02/13/2025 SPRINGFIELD 20250459 02/13/2025 OCK SPRINGFIELD 20250459 02/13/2025 SPRINGFIELD 20250459 02/13/2025 OCK SPRINGFIELD 20250459 02/13/2025 OCK SPRINGFIELD 20250459 02/13/2025 OCK SPRINGFIELD 20250459 02/13/2025 OCK SPRINGFIELD 20250459 02/13/2025 OCK SPRINGFIELD 20250459 02/13/2025 OCK SPRINGFIELD 20250459 02/13/2025 OCK SPRINGFIELD 20250459 02/13/2025 OCK SPRINGFIELD 20250459 02/13/2025 OCK SPRINGFIELD 20250459 02/13/2025 OCK SPRINGFIELD 20250459 02/13/2025 OCK SPRINGFIELD 20250459 02/13/2025 OCK SPRINGFIELD 20250459 02/13/2025 OCK SPRINGFIELD 20250459 02/13/2025 OCK SPRINGFIELD 20250459 02/13/2025	RIPTION   REMIT CITY   PO NUMBER   DUE DATE	RIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO 1276 SPRINGFIELD 20244074 067772024 51050570-542410 67772024 51050570-542410 67772024 51050570-542410 67772024 51050570-542410 67772025 11050420-552130 67772025 11050420-552130 67772025 11050420-552130 67772025 11050420-552130 67772025 11050420-552130 67772025 11050420-552130 67772025 11050420-552130 67772025 11050420-552130 67772025 11050420-552130 67772025 11050420-552130 67772025 11050420-552130 67772025 11050420-552130 67772025 11050420-52	RIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO DEPT 1276 SPRINGFIELD 20244074 0662772224 51056570-442410 PW 97032025 1005420-5422410 PW 97032025 100542025 1005420-5422410 PW 97032025 1005420-5422410 PW 97032025 100542025 1005420-5422410 PW 97032025 100542025 1005420-5422410 PW 97	REPITION   REMIT CITY   PO NUMBER   DUE DATE   ACCOUNT NO   DEPT   ACCOUNT DESCRIPTION   AND

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	1,283.44								
0	\$246.49	UNIFORMS	P	11050420-554810	02/14/2025	20250324	DALLAS	TONY'S UNIFORM BUDGET - BOOT!	225-1-94579
0	\$246.49	UNIFORMS	Ø	11050420-554810	03/05/2025	20250321	DALLAS	RIGO'S UNIFORM BUDGET - BOOTS	225-1-94578
0	\$229.49	UNIFORMS-PURCHASE	PW	11050430-554810	02/22/2025	20250323	DALLAS	LOGAN'S UNIFORM BUDGET - BOO	225-1-94318
C	\$229.49	UNIFORMS-PURCHASE	PW	11050430-554810	02/22/2025	20250322	DALLAS	SPENCER'S UNIFORM BUDGET - BO	225-1-94317
	\$174.24	UNIFORMS	PW	51050570-554810	02/16/2025	20250423	DALLAS	TERRY'S UNIFORM BUDGET -BOOT	225-1-94156
	\$157.24	UNIFORMS	PW	51050540-554810	02/01/2025	20250320	DALLAS	JOHN JACKSON UNIFORM BUDGET	225-1-93749
ò									936
								RED WING BUSINESS ADVANTAGE AC	RED WING BUS
	8,139.33								
0	\$602,00	TRAINING PROGRAMS/SESSIONS	В	11040340-521510	03/09/2025	20250297	DANVILLE	40-BOXES 9MM LUGER AMMUNITIC	2393197
0	\$1,425.99	UNIFORMS - PURCHASE	В	11040340-554810	03/02/2025	20250255	DANVILLE	BODY ARMOR OFC #582 INV #2391	2391825
0	\$4,277.97	UNIFORMS - PURCHASE	8	11040340-554810	03/02/2025	20250402	DANVILLE	3 BODY ARMOR VESTS FOR 501,50	2391823
0	\$1,425.99	UNIFORMS - PURCHASE	B	11040340-554810	03/02/2025	20250296	DANVILLE	BODY ARMOR VEST FOR OFC 584 I	2391822
0	\$262.39	UNIFORMS - PURCHASE	공	11040340-554810	02/22/2025	20250186	DANVILLE	NEW HIRE UNIFORM #582 INV #239	2390112
0	\$60.00	UNIFORMS - PURCHASE	В	11040340-554810	02/16/2025	20250180	DANVILLE	UNIFORM ALTERATIONS INV #2389	2389124
0	\$84.99	UNIFORMS - PURCHASE	Р	11040340-554810	12/15/2024	20250295	DANVILLE	UNIFORM PANTS FOR BADGE 501 I	2377425
•	•								11033
								ON CO, INC.	RAY O'HERRON CO, INC
c	\$020.35	RAM BUILDING	₹ *	11050440-542110	03/02/2025	20250342	LA GRANGE	VILLAGE HALL CONFERENCE ROOF	1580
<b>&gt;</b>	* 000 05		2		) ) ) )				2202
	,							QUIET LIGHT SOLUTIONS LLC	QUIET LIGHT S
	6,398.67		=	110401107040110	02/03/2023	2020000	מאַקער מייאראַ	TOO AGE LEAGING EQUIPMENT	Q10/8317
9008258	\$535.88	RENTAL & LEASE-FOURMENT	T 7	11040110-548110	02/09/2025	20250086	CAROL STREAM	POSTAGE LEASING EQUIPMENT	Q1678517
9008358	\$1,000.00 \$1,000.00	DOMEST & LEAST DOMEST	] ;	1000110-040110	02/02/2025	20243004	CAROL OLARA	POSTGE DATE 12: FN POSTAGE REPLENION	PUSIGEDAIE
9008256	\$3,600.00	POSTAGE/DELIVERY SERVICES	2 Z	11040110-540110	03/02/2025	20250087	CAROL STREAM	5 PD POSTAGE BEDIENISH	POSTAGE 1.3.25
730000			!						1783
								QUADIENT FINANCE USA, INC.	QUADIENT FIN
(	867.00		7	01000110-001110	03/03/2023	60400707	MILVER	TAIN FOR OHLINES	SHOOTZ
Þ	\$867.00	MATERIAI /SI IPPI IES	Š	71070110_551110	03/05/3035	20250460			4143
									PROSAFETY
	955.00								
0	\$105.00	R & M VEHICLES	PĶ	11050420-542410	02/19/2025	20250335	BENSENVILLE	SNOWPLOW NAME CONTEST - SNO	117377
0	\$850.00	MATERIALS/SUPPLIES-ADMIN	2	11010010-551110	02/16/2025	20250222	BENSENVILLE	BENSENVILLE OFFICE WALL LOGO	117358
W/1/MANUAL CHECK #	AMOUNT	ACCOUNT DESCRIPTION	DEPT	ACCOUNT NO	DUE DATE	PO NUMBER	REMIT CITY F	INVOICE DESCRIPTION	INVOICE #
			:						

ROESCH FORD	466988 467608	THE LAST SH THE LAST SH ROCK VALL 6022	430149  ROADSIDE . 1268	430114 430115	430098 430104	5782 RITEWAY P	8087 8087 0551-016167210 SERV RES PUBLICA GROUP	REINKE PS 1657 B 1-30-2025	<b>REGIONAL 2972</b> 283248	INVOICE #
)RD	ARGYLE/TWIN OAKS BID AD ROCK VALLEY PUBLISHING, LLC ROCK VALLEY PUBLISHING, LLC	THE LAST SHOWG MOVIE RENTAL FEES - THE LAST S THE LAST SHOWG MOVIE RENTAL FEES - THE LAST S ROCK VALLEY PUBLISHING, LLC 6022	430149 RITEWAY PEST CONTROL  ROADSIDE ATTRACTIONS LLC  1268	FEBRUARY PEST CONTROL SERVI  PEST CONTROL	RITEWAY PEST CONTROL, INC. FEBRUARY SERVICE	STRATEGIC COMMUNICATIONS RITEWAY PEST CONTROL, INC. 1416	210 SERVICE DATES 1/1/25-1/31/25 CA GROUP	REINKE PSYCHOLOGICAL SERVICES, 1657 B 1-30-2025 PSYCHOLOGICAL EVALUATIONS	REGIONAL TRUCK EQUIPMENT 2972 283248 VEH 221	INVOICE DESCRIPTION
	MACHESNEY P MACHESNEY P MACHESNEY P	LOS ANGELES	ELMHURST	ELMHURST	ELMHURST ELMHURST	CHICAGO	CHICAGO	BARTLETT	ADDISON	REMIT CITY
	20250470 20250271 20250306	20250217	20250303	20250288	20250275 20250218	20250261	20250280	20250249	20250360	PO NUMBER
	02/22/2025 02/22/2025 03/08/2025	03/07/2025 02/23/2025	03/12/2025	03/03/2025	03/03/2025 03/03/2025	03/02/2025	03/02/2025	03/01/2025	02/02/2025	DUE DATE
	31080810-596000 31080810-596000 31080810-596000	11070790-547910 11070790-547910	11060640-549990	11040110-542110	11060640-549990 11050440-549990	11020170-576010	57020580-579990	11010070-541240	51050540-542410	ACCOUNT NO
	C C ₽	R R	8	₽ В 6	3 2 8	AD	TI Z	ð	PW	DEPT
	CAPITAL CONSTRUCTION CAPITAL CONSTRUCTION CAPITAL CONSTRUCTION	MOVIE RENTAL FEES MOVIE RENTAL FEES	OTHER CONTRACTUAL SERVICE	OTHER CONTRACTUAL SERVICE OTHER CONTRACTUAL SERVICE	OTHER CONTRACTUAL SERVICE OTHER CONTRACTUAL SERVICE	ECONOMIC DEVELOPMENT INITIA	DISPOSAL CHARGES	TESTING	R&M VEHICLES	ACCOUNT DESCRIPTION
4,170.50	\$85.50 \$2,037.75 \$2,047.25	\$102.44 \$137.23 <b>239.67</b>	\$155.00 <b>6,525.00</b>	\$125.00 \$175.00	\$195.00 \$175.00	\$4,000.00 <b>4,000.00</b>	\$95,387.07 <b>95,387.07</b>	\$600.00	\$195.53	CHECK
	000	0 0	0	000		0	0	0	0	W/T/MANUAL CHECK #

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SAFETY-KLEEN SYSTEMS, INC 906 96234694 PARTS FOR PAR	RYAN, LLC 2063 819486	RUSSO POWER EQUIPMENT 8166 SPI20903693 SPREADER F SPI20904109 UTILITY TOOI SPI20904110 UTILITY TOOI SPI20909417 FORESTRY T	RP ADMIN 1163 FEB 2025 FEB 2025 FEB 2025 FEB 2025	RONCO INDUST 58 6093749-1	163296 163514 163519 163571 1FM5K8AB4SGB3 1FM5K8AB8SGB3 1FMCU0E10SUA9 1FT7X2BA0SEC41 1FTBF2BA0SEC41
SYSTEMS, INC PARTS FOR PARTS WASHER	CONSULTING SERVICES	SPREADER REPLACEMENT UTILITY TOOL UTILITY TOOL FORESTRY TOOLS	FEB 2025 INSURANCE PREMIUMS FEB 2025 INSURANCE PREMIUMS FEB 2025 INSURANCE PREMIUMS FEB 2025 INSURANCE PREMIUMS	RONCO INDUSTRIAL SUPPLY COMPAI 58 5093749-1 PAPER TOWELS INV #6093749-1	INVOICE # INVOICE DESCRIPTION  163296 BATTERY CABLE 163514 PARTS FOR SQUAD #305 INV #1635 163519 THERMOSTAT HOUSING SEAL SQL 163571 SHOP SUPPLIES 1FM5K8AB2SGB37 R-178-2024 PURCHASE OF NINE(9) 1FM5K8AB4SGB37 R-178-2024 PURCHASE OF NINE(9) 1FM5K8AB8SGB37 R-178-2024 PURCHASE OF NINE(9) 1FM5K8AB9SGB37 R-178-2024 PURCHASE OF NINE(9) 1FMCU0E10SUA9C R-178-2024 PURCHASE OF NINE(9) 1FT7X2BAOSEC41 R-178-2024 PURCHASE OF NINE(9) 1FTFF2BAOSEC40 R-178-2024 PURCHASE OF NINE(9) 1FTBF2BAOSEC41 R-178-2024 PURCHASE OF NINE(9)
RICHARDSON	DALLAS	SCHILLER PARI SCHILLER PARI SCHILLER PARI	DEERFIELD DEERFIELD DEERFIELD DEERFIELD	BENSENVILLE	REMIT CITY BENSENVILLE BENSENVILLE BENSENVILLE BENSENVILLE BENSENVILLE BENSENVILLE BENSENVILLE BENSENVILLE BENSENVILLE BENSENVILLE BENSENVILLE
20250422	20244105	20250375 20250372 20250374 20250373	20250205 20250205 20250205 20250205	20250184	PO NUMBER 20250315 20250177 20250176 20250028 20250028 20250028 20250028 20250028 20250028 20250028 20250028 20250028 20250028
03/03/2025	12/06/2024	02/20/2025 02/21/2025 02/21/2025 02/21/2025 03/02/2025	03/02/2025 03/02/2025 03/02/2025 03/02/2025	02/22/2025	DUE DATE 02/05/2025 02/07/2025 02/07/2025 02/08/2025 03/09/2025 03/09/2025 03/09/2025 03/09/2025 03/09/2025 03/09/2025 03/09/2025 03/09/2025
51050570-549990	11060640-549990	11050420-542410 51050540-554510 51050540-554510 11050430-554510	11000000-214110 11000000-214120 11000000-214160 11000000-214170	11040110-552125	ACCOUNT NO 11050430-542410 11040110-542410 11040110-542410 11050490-552130 31580490-595000 31580490-595000 31580490-595000 31580490-595000 31580490-595000 31580490-595000
PW	Ÿ Z	9 9 9 9 8 8 8 8	8888	PD	DE V D D W W W W W W W W W W W W W W W W W
OTHER CONTRACTUAL SERVICES	OTHER CONTRACTUAL SERVICE	R & M VEHICLES SMALL TOOLS & EQUIPMENT SMALL TOOLS & EQUIPMENT SMALL TOOLS & EQUIPMENT	PAYROLL DEDUCTN-HEALTH INS PAYROLL DEDUCTN-LIFE INS PAYROLL DEDUCTN-DENTAL INS PAYROLL DEDUCTN-VISION	MATERIALS/SUPPLIES-CLEANING	ACCOUNT DESCRIPTION  R&M VEHICLES R&M VEHICLES R&M VEHICLES  MATERIAL/SUPPLIES-VEHICLES CAPITAL OUTLAY-FLEET CAPITAL OUTLAY-FLEET CAPITAL OUTLAY-FLEET CAPITAL OUTLAY-FLEET CAPITAL OUTLAY-FLEET CAPITAL OUTLAY-FLEET CAPITAL OUTLAY-FLEET CAPITAL OUTLAY-FLEET
\$590.68	\$1,450.00	\$1,029.97 \$1,029.97 \$95.98 \$29.99 \$129.98 <b>1.285.92</b>	\$179,899.00 \$879.89 \$9,161.90 \$284.95	\$222.00 \$222.00	CHECK AMOUNT \$225.63 \$264.43 \$13.77 \$5.10 \$47.713.00 \$47.713.00 \$47.713.00 \$47.713.00 \$47.713.00 \$47.713.00 \$47.713.00 \$47.713.00 \$47.713.00 \$47.713.00 \$47.713.00
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STATE DISBURSEMENT UNIT         13020       13020         1.31.25       CHILD SUPPORT PR WH 1/31/25       CAROL STREAM       20250203       03/02/2025       11000000-217500         12.20.24       CHILD SUPPORT PR WH 12/20/24       CAROL STREAM       20244108       03/22/2025       11000000-217500         2.14.25       CHILD SUPPORT PR WH 2/14/25       CAROL STREAM       20250409       03/15/2025       11000000-217500	6023266590 MISC CLEANING SUPPLIES FRAMINGHAM 20250253 03/02/2025 11174100-5421 6023266590 MISC CLEANING SUPPLIES FRAMINGHAM 20250253 03/02/2025 11174100-5421 6023266591 MISC CLEANING SUPPLIES FRAMINGHAM 20250253 03/02/2025 11174100-5421 6023266592 MISC CLEANING SUPPLIES FRAMINGHAM 20250253 03/02/2025 11174100-5421 6023266593 MISC CLEANING SUPPLIES FRAMINGHAM 20250253 03/02/2025 11174100-5511 6023266593 MISC CLEANING SUPPLIES FRAMINGHAM 20250253 03/02/2025 11174100-5511 6023382260 PW OFFICE SUPPLIES FRAMINGHAM 20250471 03/02/2025 11050110-5511	GENERAL OBLIGATION LIMITED TA CHICAGO 20250453 03/14/2025  CONTRACT & COMMERCIAL  MISC CLEANING SUPPLIES FRAMINGHAM 20250253 03/02/2025	SPECIAL T UNLIMITED  1182 49665 SPECIAL T UNLIMITED HILLSIDE 20244073 01/19/2025 11060640-5548  SPEER FINANCIAL INC. 4314	202315 INV# 202315 SERVICE CALL ON 1/1: ELK GROVE VII. 20250172 02/17/2025 11174100-549990  SNAP-ON CREDIT  10848 126558196-0125 MONTHLY SOFTWARE SUBSCRIPT LIBERTYVILLE 20250127 02/09/2025 11050490-554510	SIMPLE SANITATION INC 2161 139533 INV# 139533 MONTHLY PORTABLE 1 ELMHURST 20250227 03/03/2025 11070720-54999 SMG SECURITY SYSTEMS, INC.	INVOICE # INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO
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# FOR CHECKS DATED: 2/25/2025

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INVOICE #	INVOICE DESCRIPTION	REMIT CITY F	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK	W/T/MANUAL CHECK#
STERNBERG	STERNBERG LANTERNS, INC.			:					
1103									
73056	R-112-2023 CAST IRON STREET LIG	ROSELLE	20240142	02/20/2025	11050420-552670	PW	MATERIAL/SUPPLIES-ST LIGHTS	\$44,294.13	0
SUBURBAN L	SUBURBAN LABORATORIES INC.							44,294.13	
3008									
GA0000819	R-168-2024 WW SAMPLING & ANAL'	GENEVA	20250038	03/02/2025	51050577-543510	PW	LABORATORY TESTING	\$1,085.12	0
GA0000820	R-168-2024 WW SAMPLING & ANAL	GENEVA	20250038	03/02/2025	51050577-543510	PW	LABORATORY TESTING	\$902.78	0
GA5000818	R-168-2024 WW SAMPLING & ANAL'	GENEVA	20250038	03/02/2025	51050577-543510	PW	LABORATORY TESTING	\$80.00	0
GA5000821	R-168-2024 WW SAMPLING & ANAL	GENEVA	20250038	03/02/2025		PW	LABORATORY TESTING	\$183.88	0
GA5000823	R-168-2024 WW SAMPLING & ANAL"	GENEVA	20250038	03/02/2025	51050577-543510	W	LABORATORY TESTING	\$902.78	0
GA5000824	R-168-2024 WW SAMPLING & ANAL"	GENEVA	20250038	03/02/2025	51050577-543510	PW	LABORATORY TESTING	\$378.08	0
GA5000825	R-168-2024 WW SAMPLING & ANAL'	GENEVA	20250038	03/02/2025	51050577-543510	PW	LABORATORY TESTING	\$172.96	0
GA5000826	R-168-2024 WW SAMPLING & ANAL'	GENEVA	20250038	03/02/2025	51050577-543510	PW	LABORATORY TESTING	\$189.04	0
GA5000867	R-168-2024 WW SAMPLING & ANAL'	GENEVA	20250038	01/31/2025	51050570-543510	PW	LABORATORY TESTING	\$832.37	0
GA500822	R-168-2024 WW SAMPLING & ANAL'	GENEVA	20250038	03/02/2025	51050577-543510	PW	LABORATORY TESTING	\$946.96	0
SUBURBAN W 8713	SUBURBAN WELDING & STEEL, LLC 8713							3,073.97	
94462	MATERIAL / LABOR FOR VEH 241	FRANKLIN PAR	20250377	02/26/2025	11050430-542410	Ř	R&M VEHICLES	\$116.10	0
94511	MATERIAL / LABOR FOR VEH 241	FRANKLIN PAR	20250377	02/26/2025	11050430-542410	ΡW	R&M VEHICLES	\$117.30	0
TAFT STETTIN 2299	TAFT STETTINIUS & HOLLISTER LLP 2299								
113495-00003	LEGAL SERVICES BOND SERIES 20	CINCINNATI	20250484	03/14/2025	31080810-532100	Ą	PROFESSIONAL SERVICES	\$10,000.00 10,000.00	0
TERRACE SUP 3012	TERRACE SUPPLY COMPANY 3012								
00010066853	CYLINDER RENTAL FOR ALL DIVISI	ITASCA	20250120	03/02/2025	11050420-548110	₽W	RENTAL & LEASE-EQUIPMENT	\$22,97	0
00010066853 00010066853	CYLINDER RENTAL FOR ALL DIVISI CYLINDER RENTAL FOR ALL DIVISI	ITASCA ITASCA	20250120 20250120	03/02/2025	11050490-548110 51050560-548110	₽ <b>₽</b>	RENTAL & LEASE-EQUIPMENT	\$22.97 \$30.63	0 0
THE CINCINNA	THE CINCINNATI LIFE INSURANCE CO							76.57	
1637									
FEB 2025	LIFE INSURANCE	CINCINNATI	20250284	03/03/2025	11000000-214140	Z	PAYROLL DEDUCTN CIN LIFE	\$1,398.03	0
THIRD MILLEN	THIRD MILLENNIUM ASSOCIATES, INC								

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VERIZON WIRELESS 11240 412003865-00001-( SER 442003865-00003-( SER 44200386500002-1: SER	UTILITY DYNAMICS CORP 5881 1005-3336 STREET LI 1221-3330 STREET LI	USABLUEBOOK 6491 INV00607112	UNDERGROU 2263 4518	UNDERGROU 4096 070924-01	ULTRA STRO 1898 086054	11277 188211624 188596240	TYLER BUSINESS FORMS 845 102100 CHECKS	505207	INVOICE #
VERIZON WIRELESS 11240 412003865-00001-( SERVICE DATES 12/24/25-1/23/25 442003865-00003-( SERVICE DATES 12/20/24-1/19/25 44200386500002-1: SERVICE DATES 12/24/24-1/23/25	MICS CORP.  STREET LIGHT ISSUES  STREET LIGHT ISSUES	<b>OK</b> CHEMICALS	UNDERGROUND SPORTS PRINT CO IN  2263  (NV# 4518 UNIFORMS - FRONT DES	UNDERGROUND PIPE & VALVE CO. 4096 070924-01 MAIN PARTS	ULTRA STROBE COMMUNICATIONS, II 1898 086054 LABOR ON SQUAD 307 PARTS INV; CRYSTAL LAKE	CHAIRS FOR EXEC. CON. ROOM INV# 188596240 MISC SUPPLIES - H	VESS FORMS CHECKS	EMA VEH MAINTENANCE	INVOICE DESCRIPTION
LEHIGH VALLE, LEHIGH VALLE, LEHIGH VALLE,	OSWEGO OSWEGO	GURNEE	ADDISON	PLAINFIELD	CRYSTAL LAKE	CHICAGO CHICAGO CHICAGO	TARRYTOWN	ELK GROVE VIL	REMIT CITY F
20250244 20250214 20244068	20244086 20244086	20250367	20250410	20250366	20250179	20244069 20250312 20250312	20250486	20250333	PO NUMBER
02/22/2025 02/18/2025 02/22/2025	01/30/2025 01/30/2025	02/28/2025	02/28/2025	01/12/2025	02/17/2025	02/21/2024 03/01/2025 03/01/2025	03/15/2025	02/19/2025	DUE DATE
11020180-541315 11020180-541315 11020180-541315	11050420-552670 11050420-552670	51050550-554120	11174100-554810	51050540-552520	11040110-542410	31080800-592000 11070790-557810 11070750-577125	11030110-551110	11020190-542410	ACCOUNT NO
71 71 71 Z Z Z	W W	W	g H	PW	P	SF AD	Ž	PW	DEPT
CELL PHONE SERVICE & EQUPME CELL PHONE SERVICE & EQUPME CELL PHONE SERVICE & EQUPME	MATERIAL/SUPPLIES-ST LIGHTS MATERIAL/SUPPLIES-ST LIGHTS	CHEMICALS	UNIFORMS-PURCHASE	WATER MAIN PARTS	R&M VEHICLES	CAPITAL OUTLAY - FURNITURE/FI) FOOD ITEMS SENIOR CITIZEN	MATERIALS/SUPPLIES-ADMIN	R&M VEHICLES	ACCOUNT DESCRIPTION
\$2,825.44 \$171.25 \$503.76	\$1,832.63 \$181.34	\$652.22	\$530.10	\$1,325.00	2,351.31 \$131.25 431.25	\$1,043.20 \$763.00 \$545.11	\$670.55	\$1,340.00	CHECK
000	0 0	0	0	0	0	000	0	0	W/T/MANUAL CHECK #

				CAS DATE	FOR CHECKS DATED: 2/25/2025				
INVOICE #	INVOICE DESCRIPTION	REMIT CITY F	PO NUMBER	DUE DATE	ACCOUNT NO	DEPT	ACCOUNT DESCRIPTION	CHECK	W/T/MANUAL CHECK #
44200386500002	44200386500002-1: SERVICE DATES 12/24/24-1/23/25	LEHIGH VALLE	20244068	02/22/2025	32080800-594000	2	CAPITAL OUTLAY-MACHINERY & E	\$5,595,79	0
585520014-00001	585520014-00001-( SERVICE DATES 12/20/24-1/19/25	LEHIGH VALLE	20250214	02/18/2025	11040380-542100	Ę	MAINTENANCE AGREEMENTS	\$605.53	0
VIAN CONSTRU	VIAN CONSTRUCTION CO., INC.							9,701.77	
5281									
1111	R-136-2024 - WATERMAIN REPAIR 1 ELK GROVE VIL	ELK GROVE VIL	20242991	02/23/2025	51050540-549990	₽₩	OTHER CONTRACTUAL SERVICES	\$16,250.00	0
VILLAGE OF BENSENVILLE	ENSENVILLE							16,250.00	
3100									
1.31.25	POLICE PENSION PR WH 1/31/25		20250210	03/02/2025	11000000-212140	Z	PAYROLL DEDUCT'N-POL PENSION	\$15,719,10	9008246
2.14.25	POLICE PENSION PR WH 2/14/25		20250452	03/16/2025	11000000-212140	Ę	PAYROLL DEDUCTN-POL PENSION	\$13,904.42	9008273
VILLAGE OF ITASCA	ASCA							29,623.52	
2060									
INV01200	VILLAGE OF ITASCA	ITASCA	20244072	02/15/2025	11010010-532810	8	PROJECT MANAGEMENT SERVICE	\$3,947.50	0
WALT DISNEY	WALT DISNEY STUDIOS MOTION PICT							3,947.50	
A COMPLETE UNI	A COMPLETE UNK MOVIE RENTAL FEES	DALLAS	20250237	02/23/2025	11070790-547910	SE	MOVIE RENTAL FEES	\$165.20	0
COMPLETE UNKV	COMPLETE UNKW MOVIE RENTAL FEES	DALLAS	20250237	02/23/2025	11070790-547910	Ş	MOVIE RENTAL FEES	\$104.97	0
WAREHOUSE DIRECT, INC	IRECT, INC.							270.17	
5863939-0	INV# 5863939-0 MISC CLEANIING SI	DES PLAINES	20250168	02/20/2025	11174100-542112	SH	R&M BUILDING-CLEANING	\$553.72	0
5867137-0	OFFICE SUPPLIES INV #5867137-0	DES PLAINES	20250185	02/26/2025	11040110-551110	PD	MATERIALS/SUPPLIES-ADMIN	\$51.49	0
58/0629-0	FINANCE SUPPLIES	DES PLAINES	20250204	03/01/2025	11030110-551110	ž	MATERIALS/SUPPLIES-ADMIN	\$146.67	0
WENTWORTH T	WENTWORTH TIRE - BENSENVILLE							/31.00	
40084881	TIRES FOR VEH 244	BENSENVILLE	20250364	02/13/2025	11050420-542410	PW	R & M VEHICLES	\$871.00	0
WEST SIDE TRA	WEST SIDE TRACTOR SALES CO							871.00	
N63475	PARTS FOR VEH 267	CHICAGO	20250376	02/23/2025	11050420-542410	PW	R & M VEHICLES	\$416.80	0
WESTBROOK S	WESTBROOK STRATEGIC CONSULTA							416.80	
308	STRATEGIC CONSULTANTS	WESTCHESTEF	20250260	03/04/2025	11020110-532810	ð	PROJECT MANAGEMENT SERVICE	\$3,750.00	0

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260201-000-C CREDIT MEMO 266667-000 WATER MAIN PARTS 266905-000 WATER MAIN PARTS 267290-000 WATER MAIN PARTS 268230-000 R-191-2024 - WATER SYSTEM PART 268237-000 R-191-2024 - WATER SYSTEM PART 268366-000 R-191-2024 - WATER SYSTEM PART 268375-000 R-191-2024 - WATER SYSTEM PART	EAR, INC  ADAM'S UNIFORM BUDGET - JEANS  ATER SERVICE	3040 1725 VETERAN'S DAY BREAKFAST WILLIAMS BROTHERS CONSTRUCTIO 959 12025569.07 R-158-2023 - PRESSURE ADJ. STAT	WEX BANK 996 102890623 FUEL PURCHASES JANUARY 2025	WESTMORE SUPPLY CO, INC.  596  02032025 CM GREDIT MEMO R116500 CONCRETE: 247 MOHAWK R116734 CONCRETE: 211 BEELINE R116966 CONCRETE: 515 W GREEN R117085 CONCRETE: 236 BARRON R117899 CONCRETE: 848 PAMELA	INVOICE # INVOICE DESCRIPTION
ADDISON ADDISON ADDISON ADDISON ADDISON ADDISON ADDISON ADDISON ADDISON	BOSTON	BENSENVILLE	CAROL STREAM	LOMBARD LOMBARD LOMBARD LOMBARD LOMBARD	REMIT CITY P
20244101 20244101 20244101 20250147 20250147 20250147 20250147 20250147 20250147	20250330	20250488	20250475	20244093 20244095 20244094 20244091 20244092	PO NUMBER
12/15/2022 09/07/2024 09/28/2024 11/02/2024 02/07/2025 02/08/2025 02/21/2025 02/27/2025 02/27/2025		03/21/2025	03/17/2025	02/03/2025 09/05/2024 09/19/2024 09/05/2024 09/05/2024 11/01/2024	DUE DATE A
51050540-552520 51050540-552520 51050540-552520 51050540-552520 51050540-552520 51050540-552520 51050540-552520 51050540-552520 51050540-552520	11050440-554810	11010010-577010	11050440-554110	11050420-549990 11050420-549990 11050420-549990 11050420-549990 11050420-549990 11050420-549990	ACCOUNT NO
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\$-280.72 \$473.00 \$806.00 \$100.55 \$5,363.81 \$1,534.80 \$1,597.00 \$6,057.50 \$5,456.06 <b>21,108.00</b>	176,812.20 \$149.97 149.97	\$1,000.00 <b>1,000.00</b> \$176,812.20	3,839.49 \$34.63 34.63	\$-9.01 \$796.00 \$657.50 \$713.00 \$839.00 \$843.00	CHECK AMOUNT
00000000	0	0 0	9008275	00000	W/T/MANUAL CHECK #

#### **EXPENDITURE APPROVAL LIST**

FOR CHECKS DATED: 2/25/2025

**INVOICE** # 20214B 1.24.25 2.19.25 2024B ESC 2014B ESCROW AGREEMENT ZIONS BANCORPORATION, NATIONAL C 2014B ESCROW AGREEMENT- SINF SALT LAKE CIT
2014B ESCROW AGREEMENT- SINF SALT LAKE CIT INVOICE DESCRIPTION REMIT CITY PO NUMBER DUE DATE ACCOUNT NO 20250182 20250477 03/05/2025 03/16/2025 41000000-111025 41000000-111025 DEPT 22 ZIONS BANK-2014B SINKING FUNC \$45,000.00 ZIONS BANK-2014B SINKING FUNC \$22,500.00 67,500.00 **ACCOUNT DESCRIPTION** CHECK AMOUNT W/T/MANUAL CHECK# 9008274 9008243

CHECK TOTAL: 2,062,459.10

WIRE/MANUAL TOTAL: 1,205,791,48

EXPENDITURE TOTAL: 3,268,250.58

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TYPE:	SUBMITTED BY:	DEPARTMENT:	DATE:
<u>Ordinance</u>	K. Pozsgay	<u>CED</u>	<u>2.25.25</u>
DESCRIPTION: Ordinance Approving a Special Use Transfer Request at 485 Podlin Drive, Bensenville, IL  SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS: SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS: Financially Sound Village Enrich the lives of Residents Quality Customer Oriented Services X Major Business/Corporate Center Vibrant Major Corridors			
COMMITTEE ACTION:		DATE:	
INA		INA	

#### **BACKGROUND:**

- 1. The Petitioner, a new tenant at 485 Podlin Drive, is requesting a transfer of the Special Use Permit previously granted to a tenant at the same property.
- 2. DMZ Freight Inc is requesting a Special Use Permit, Motor Vehicle Repair and/or Service, be transferred from the previous tenant to them.
- 3. They plan on using the existing parking configuration.
- 4. The property is within an I-2 General Industrial District.

#### **KEY ISSUES:**

- 1. The Special Use for Motor Vehicle Repair and/or Service has been transferred previously at this location
- 2. The existing parking configuration is up to Village Code.

#### **ALTERNATIVES:**

Discretion of the Board.

#### RECOMMENDATION:

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of Transfer of the Special Use Permit to allow Motor Vehicle Repair and/or Service within the building at 485 Podlin with the following conditions:

- 1. The Special Use Permit be granted solely to Vancaravan Incorporated. and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit;
- 2. The new tenant Vancaravan Incorporated, any other tenants, and owner 485 Podlin LLC must conform with the approval conditions outlined in the original ordinance granting a conditional use permit (Ordinance No. 64-2016).
- 3. Vancaravan Incorporated may only use the portions of the building and property denoted in the proposed site plans and named in the Staff Report.
- 4. The 7 parking spaces extending past the lot line in the southwest corner of the site plan are no longer permitted to be utilized for parking or outdoor storage.
- 5. The 8 parking spaces extending past the lot line on Podlin Drive are to be used solely for customer car parking and may not be used overnight. Truck and semi-truck parking or storage is not permitted in the

spaces.

- 6. The parking lot containing 3 parallel parking spaces adjacent to the north of the building may not be utilized for parking until the surface is paved and striped according to Village Code standards.
  - 1. After the surface is improved, parking is only permitted for 3 vehicles in the approved spaces shown in the site plan. No outdoor storage is allowed in this area.
- 7. The continued use of the site must be in conformance with the plans provided as part of the Development Review Process application, including the following:
  - 1. Only one row of trucks may be parked along the southern edge of the parking lot;
  - 2. The designated spaces north of the building may only be used for 3 vehicles;
  - 3. Vancaravan Incorporated may only perform truck repair within the warehouse W3 portion of the building as noted in the site plan.
  - 4. Vancaravan Incorporated may only park trucks in the 10 spaces provided along the southern edge of the parking lot as noted in the site plan.

CDC voted 6-0 to recommend approval.

# **BUDGET IMPACT:**

NA

# **ACTION REQUIRED:**

Approval of an Ordinance Approving a Special Use Transfer Request at 485 Podlin.

# **ATTACHMENTS:**

<b>Description</b>	<u>Upload Date</u>	<u>Type</u>
Cover Page	2/10/2025	Cover Memo
Application	2/10/2025	Backup Material
Staff Report	2/10/2025	Executive Summary
Plans	2/10/2025	Backup Material
Letter to Village	2/10/2025	Backup Material
Draft CDC Minutes	2/10/2025	Backup Material
Draft Ordinance	2/10/2025	Ordinance



Community Development Commission
Public Meeting 02.04.25

**SUP Transfer Review CDC Case 2022-08** 

Vancarvan Incorporated 485 Podlin

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

- 1. Application
- 2. Staff Report & Exhibits
  - 3. Plans



Ro	or Office Use Oaly
Date of Submission: MUNIS Ac	ccount #: CDC Case #:

COMM	IUNITY DEVELOPMENT	COMMISSION APPLICATION
Address: 485 Podlin Drive		DECEIVEN
Property Index Number(s) (PIN):	12-19-100-125	By SAIN 9 A.M.
A. PROPERTY OWNER:	e - 1	Apply the second
485 Podlin Drive LLC		
Name 485 Podlin Drive	Corporation (if applicable)	- g #1
Street Franklin Park	IL są	60131
City Kozar Law Office Contact Person	State 630-561-1408 Telephone Number	Zip Code  jack@kozarlawoffice.com  Bmail Address
*If Owner is a Land Trust, att  B. APPLICANT:	ach a list of the names and ad	dresses of the beneficiaries of the Trust.
Name 301 N Elm Street Street	Vancarvan Inc. Corporation (if applicable)	
Mount Prospect	CIL CONTRACTOR	60056
City Kozar Law Office	State 630-561-1408	Zip Code jack@kozarlawoffice.com
Contact Person  B. ACTION REQUESTE	Telephone Number	Email Address SUBMITTAL REQUIREMENTS:
☐ Site Plan Review ☐ Special Use Permi ☐ Variation ☐ Administrative Administrati	t ljustment ap Amendment	☐ Affidavit of Ownership** (signed/notarized) ☐ Application** ☐ Approval Standards** ☐ Plat of Survey/Legal Description ☐ Site Plan
Zoning Appeal Plat of Subdivision Annexation Planned Unit Deve	្រៅជាធិបានដើម។ ស្ ១១៤-	<ul> <li>□ Building Plans &amp; Elevations</li> <li>□ Engineering Plans</li> <li>□ Landscape Plan</li> <li>□ Tree Preservation and Removal Plan</li> <li>□ Application Fees</li> </ul>
*See Staff for addition PUD requests		Fees agreement**  **Item located within this application packet.
	· . 3	
A PART NO.		1 4 5 5 6

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

	changes to the special use, other than the tenant.
C.	PROJECT DATA:
1.	General description of the site: Industrial mechanical repair
2.	Acreage of the site: 1/2 Building Size (if applicable): 7500 sq feet
3.	Is this property within the Village limits? (Check applicable below)  Yes  No, requesting annexation  No, it is under review by another governmental agency and requires review due to 1.5 mile
	jurisdiction requirements.
4.	List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)
Orc	dinance No. 64-2016, ordinance approving the grant of a conditional use
per	mit to allow for motor vehicle repair (major and minor) and associated

5. Character of the site and surrounding area:

to the hopping of the participation of the particip

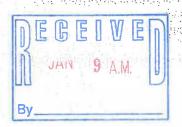
1	Zoning	Existing Land Use	Jurisdiction 1888 6
Site:	I-2	Industrial	Bensenville
North:	1-2	Industrial	Bensenville
South:	l-2	Industrial	Bensenville
East:	I-2	Industrial	Bensenville
West:	I-2	Industrial	Bensenville
Jamby.	Address to the second	Section 1	

variance at the property located at 485 Podlin, Bensenville, Illinois. Survey attached.

Wedlight Highligh

# D. APPROVAL STANDARDS:

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



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

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

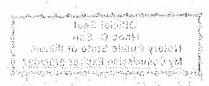
BY SIGNING BELOW, THE PETITIONER/APPLICANT ACKNOWLEDGES THAT THEY HAVE READ THE FOREGOING PARAGRAPHS AND FULLY UNDERSTANDS AND AGREES TO COMPLY WITH THE TERMS SET FORTH HEREIN. FURTHER, BY SIGNING BELOW, THE SIGNATORY WARRANTS THAT THEY POSSESS FULL AUTHORITY TO SO SIGN.

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

Petitioner/Applicant

19/25

Date





STATE OF ILLINOIS ) )SS.	
COUNTY OF DUPAGE AND COOK )	
AFFIDAVIT OF OWNERSHIP  [	
oath states:	
1. That Affiant has personal knowledge of the representations and statements made herein, and has examined all necessary documents, records of ownership and such other information as is required to confirm the statements and representations herein;	
2. That the owner(s) and contract purchaser(s), if any, as set forth on the Petition attached hereto	
is (are) the owner(s) of record and contract purchasers of said property;  3. That all consents to the attached Petition required of lenders or of others holding an interest in the	
property have been obtained;	
4. This Affidavit of Ownership is given to induce the Village of Bensenville, without further inquiry	
as to ownership or purchase interest, to rely on said statements and representations and to process	
and set for Public Hearing the Petition as attached hereto; and, which is aware of and has been advised that any false statement set forth in this Affidavit of	
Ownership may subject Affiant to criminal sanctions for perjury, punishable as provided by the statutes of the State of Illinois in relation to the crime of perjury.	
IN WITNESS WHEREOF, the undersigned has executed this Affidavit of Ownership this	
9th day of, Tahnery 2025	
Signature	200
SUBSCRIBED and SWORN to	
before me this 8th day of, January, 2025.	9
Delote the this 8 day of, 3 certain, 3 certa	
Official Seal Nhoc C. San	
Notary Public My Commission Expires 2/9/2027	





# **STAFF REPORT**

**MEETING DATE:** November 5, 2024

CASE #: 2022 – 08 SUP Transfer Review

**PROPERTY:** 485 Podlin Drive

**PROPERTY OWNER:** 485 Podlin Drive LLC **APPLICANT** Vancaravan Incorporated

SITE SIZE: .5 SF BUILDING SIZE: 7,500 SF

**PIN NUMBER:** 12-19-100-125

**ZONING:** I-2: General Industrial District

**REQUEST:** Special Use Permit, Motor Vehicle Repair and/or Service

Municipal Code Section 10-7-2-1

# **SUMMARY OF PAST STAFF REPORT:**

The Petitioner is seeking a Special Use Permit to lease a portion of the existing operation to a new tenant. The new tenant would continue the existing truck repair use in the portions of the building and parking lot where the owner was previously operating the truck repair portion of their business. The previous ordinance (Ordinance No. 64-2016) granted a Conditional Use Permit to allow Motor Vehicle Repair, Major & Minor to be granted solely to owner/applicant 485 Podlin Drive LLC and their sublessee, P & G Auto Repair. The transfer of Special Use Permit to another named Lessee requires review by the Community Development Commission and approval of the Village Board.

# **REVIEW SUMMARY:**

The Petitioner, a new tenant at 485 Podlin Drive, is requesting a transfer of the Special Use Permit previously granted to a tenant at the same property. Vancaravan Incorporated is requesting a Special Use Permit, Motor Vehicle Repair and/or Service, be transferred from the previous tenant to them. They plan on using the existing parking configuration. The property is within an I-2 General Industrial District.

# **SURROUNDING LAND USES:**

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	I - 2 Industrial		Industrial	Village of Bensenville
North	I-2	Industrial	Industrial	Village of Bensenville
South	I-2	Industrial	Industrial	Village of Bensenville
East	I-2	Industrial	N/A	Village of Bensenville
West	I-2	Industrial	Industrial	Village of Bensenville

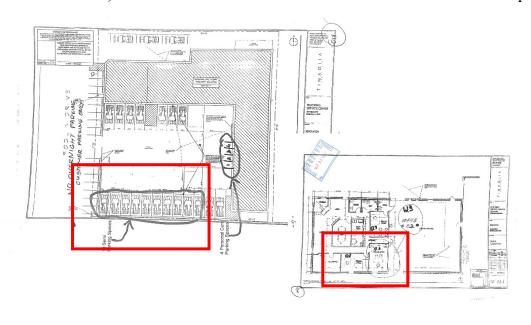
#### **DEPARTMENT COMMENTS:**

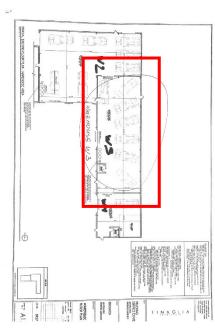
SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:					
	Financially Sound Village		Enrich the lives of Residents		
	Quality Customer Oriented Services	X	Major Business/Corporate Center		
	Safe and Beautiful Village		Vibrant Major Corridors		

# Planning (*from 2022-08*):

- 1) The 2015 Comprehensive Plan indicates "Industrial" for this property.
- 2) The current zoning is I 2: General Industrial District
- 3) The petitioner would like to lease portions of his existing building to a new lessee, OM TRANS CORP, to operate a truck repair business where the petitioner was previously operating a truck repair business. This includes space for truck repair in the warehouse W3 designated on the site plans, 10 parking spaces on the south end of the property that are noted on the site plans, and a private office noted as O.2 in the site plans.
- 4) The petitioner is also proposing to add four personal vehicle parking spaces on the west side of the warehouse W3 building in the existing paved parking area.
  - a. The Village Zoning Ordinance applies specific Parking Design Standards in Section 10-8-6.
- 5) Staff feels that the truck repair use is acceptable for the current property, as it is a continuation of the existing use permitted by the original conditional use permit.
- 6) A conditional use permit to conduct Motor Vehicle Repair (Major & Minor) was granted to Five Star Truck and Trailer Sales and P&G Auto Repair in 2016 (Ordinance No. 64-2016) with the following conditions of approval:
  - a. The conditional use permit be granted solely to P & G Auto Repair and Five Star Truck and Trailer Sales and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of the sale or lease of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either recommend that the Village Board approve of the transfer of the lease and/or ownership to the new proprietor without amendment to the Conditional Use Permit; or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit;
  - b. The development of the site must be in conformance with the plans provided as part of the application prepared by Tinaglia Architects dated 06.03.16 last revised 07.12.16:
  - c. The Applicant and Owner 485 Podlin LLC will not oppose establishment of a Special Service Area/Special Assessment for the improvement of Podlin Drive.
- 7) The original conditional use permit granted to the applicant (Ordinance No. 64-2016) included the following variance approvals:
  - a. Sections: 10-11-8A Parking in Required Yard to allow parking in the front yard;
  - b. 10-11-8-2C Parking Lot Configuration to allow stadium parking;
  - c. 10-11-11E, Number of Parking Spaces Required to allow a reduction in the required number of spaces from 23;

- d. 10-12-2D Screening of Outdoor Storage to allow outdoor storage to continue as shown on the site plan without the required screening; and
- e. 10-14-11E Fence in the Front and Corner Side Yard to allow a fence in the front yard.
- 8) The Village Zoning Ordinance applies the following use specific standards to Truck Repair Uses:
  - a. Minimum Lot Area: The minimum lot area for a truck repair facility is one acre.
    - i. The lot meets this requirement.
  - b. Outdoor Storage: Disabled or inoperable trucks and those awaiting pick-up may be stored outdoors if the following conditions are met:
    - i. Location: Outdoor storage of trucks is prohibited in the front yard and corner side yard.
      - 1. The lot meets this requirement, with the exception of the parking being used as outdoor storage past the west lot line that will be removed as a condition of approval.
    - ii. Screening: To the extent practicable, storage areas shall be screened from view of the street by building and/or landscape screening in accordance with the requirements of subsection 10-9-5B, "Parking Lot Perimeter Landscape", of this title.
      - 1. The lot screens the main truck storage areas with existing fencing. The applicant received a variance allowing for a relief in screening for the parking section north of the building.
    - iii. Storage Duration: Motor vehicle repair and/or service facilities may not store the same trucks outdoors for more than thirty (30) days.
  - c. Screening: Street frontage not occupied by buildings or driveways shall be improved with landscape screening in accordance with the requirements of subsection 10-9-5B, "Parking Lot Perimeter Landscape", of this title.
- 9) The images below include the designations (10 parking spaces, Warehouse W3, Office O2) of the proposed areas to be utilized by OM TRANS CORP.
- 10) Staff recommendations are noted in red in the staff revised site plan attached to this report.





#### APPROVAL STANDARDS FOR SPECIAL USES:

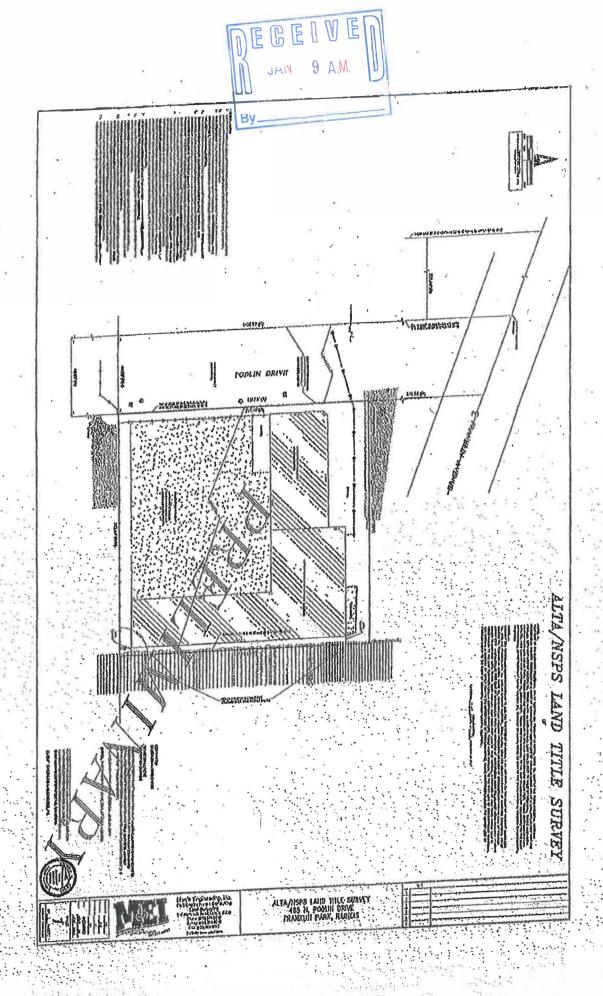
- 1) **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.
  - Applicant's Response: The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.
- 2) **Neighborhood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

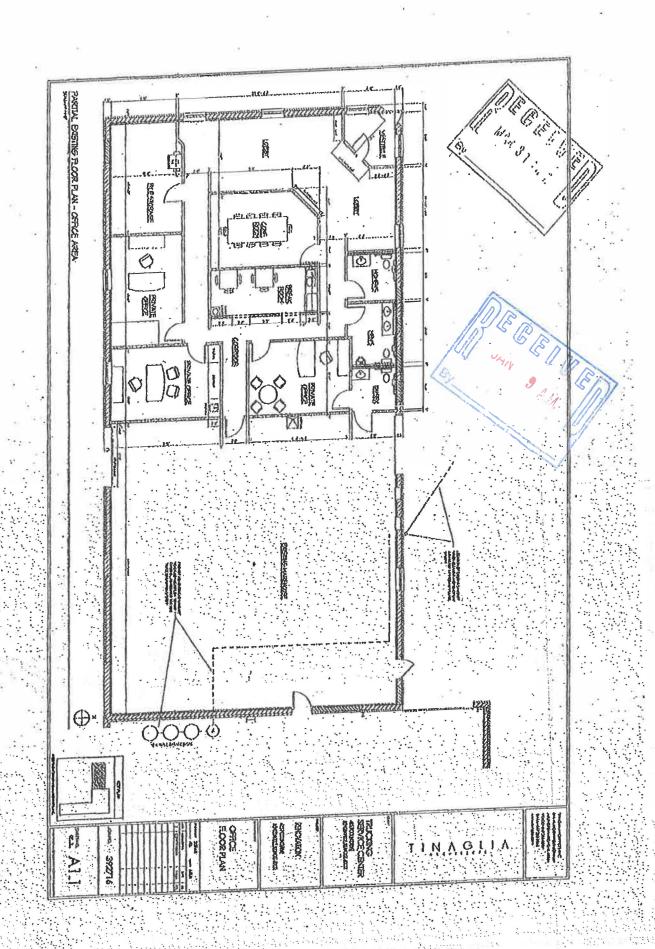
	Meets Standard		
Special Use Permit Approval Standards	Yes	No	
1. Public Welfare	X		
2. Neighborhood Character	X		
3. Orderly Development	X		
4. Use of Public Services and Facilities	X		
5. Consistent with Title and Plan	X		

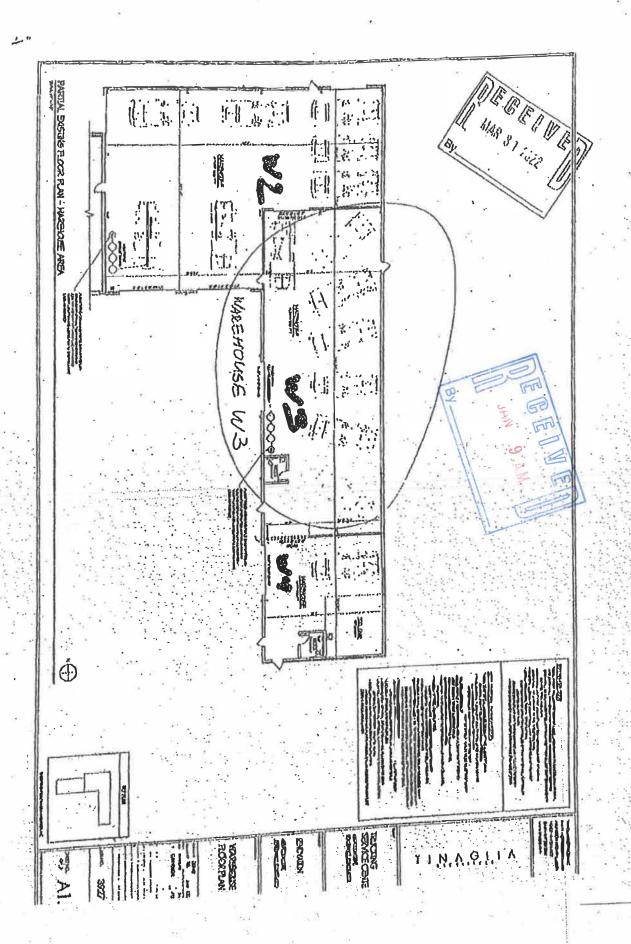
# **RECOMMENDATIONS:**

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of Transfer of the Special Use Permit to allow Motor Vehicle Repair and/or Service within the building at 485 Podlin with the following conditions:

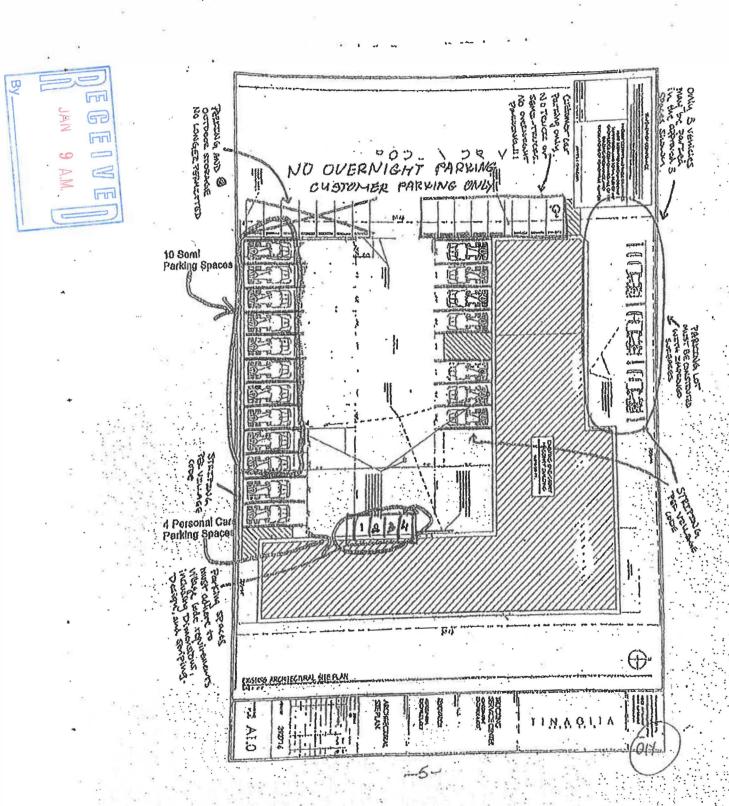
- 1. The Special Use Permit be granted solely to Vancaravan Incorporated and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit;
- 2. The new tenant Vancaravan Incorporated, any other tenants, and owner 485 Podlin LLC must conform with the approval conditions outlined in the original ordinance granting a conditional use permit (Ordinance No. 64-2016).
- 3. Vancaravan Incorporated may only use the portions of the building and property denoted in the proposed site plans and named in the Staff Report.
- 4. The 7 parking spaces extending past the lot line in the southwest corner of the site plan are no longer permitted to be utilized for parking or outdoor storage.
- 5. The 8 parking spaces extending past the lot line on Podlin Drive are to be used solely for customer car parking and may not be used overnight. Truck and semi-truck parking or storage is not permitted in the spaces.
- 6. The parking lot containing 3 parallel parking spaces adjacent to the north of the building may not be utilized for parking until the surface is paved and striped according to Village Code standards.
  - a. After the surface is improved, parking is only permitted for 3 vehicles in the approved spaces shown in the site plan. No outdoor storage is allowed in this area.
- 7. The continued use of the site must be in conformance with the plans provided as part of the Development Review Process application, including the following:
  - a. Only one row of trucks may be parked along the southern edge of the parking lot;
  - b. The designated spaces north of the building may only be used for 3 vehicles;
  - c. Vancaravan Incorporated may only perform truck repair within the warehouse W3 portion of the building as noted in the site plan.
  - d. Vancaravan Incorporated may only park trucks in the 10 spaces provided along the southern edge of the parking lot as noted in the site plan.

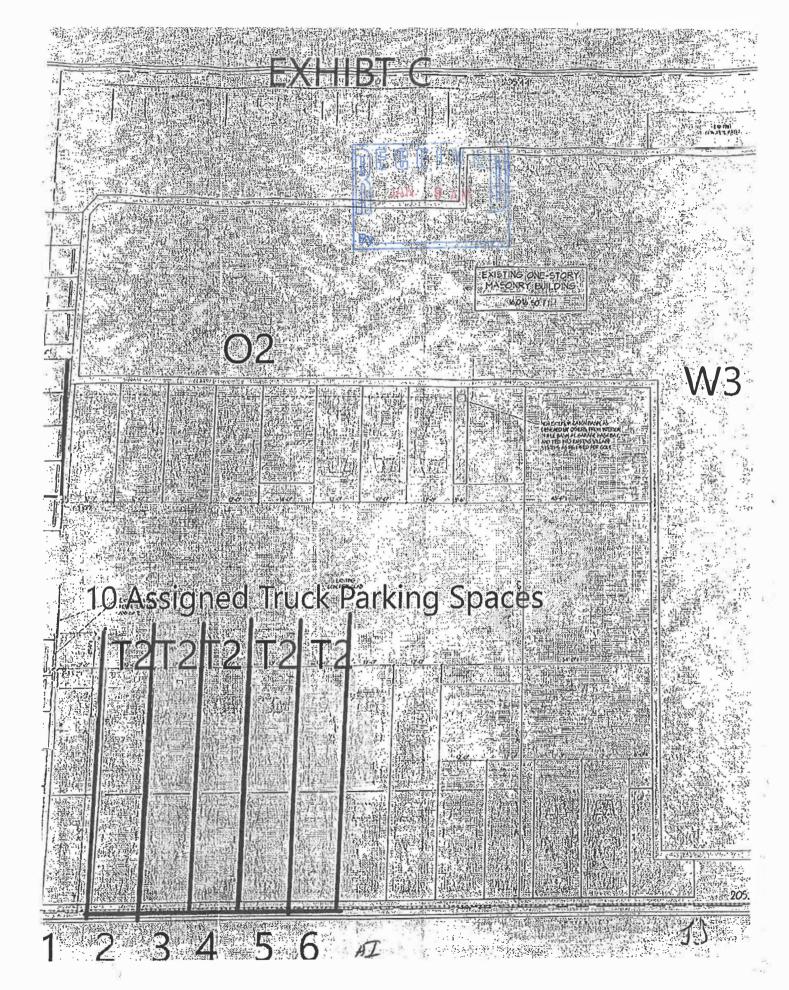






# STAFF REVISED SITE PLAN





# Vancarvan Incorporated

301 N Elm St Mount Prospect, IL 60056

January 8, 2025

Dear Village of Bensenville,

I am writing to provide an overview of Vancarvan Incorporated, a reputable automotive repair company that has been in operation since 2023. We have established a strong presence in the transportation and logistics industry, consistently delivering a reliable repair service to all our clients. As we expand our operations, we wish to assure the Village of Bensenville that we are committed to adhering to all local regulations and maintaining the highest standards of operation within your community.

We will be leasing the property located at 485 Podlin Drive as our new corporate headquarters which will accommodate our office administration and employees along with our vehicles to be parked on-site, in the designated area. This property is a fully improved facility that supports vehicle maintenance. To this end, our Fleet Vehicles will also be maintained on-site.

We would like to outline the following aspects of our operations at our new location:

- 1. Parking Compliance: 485 Podlin Drive will strictly utilize the designated, striped parking spaces on the property for the parking of our vehicles, sprinter vans, and box trucks. Parking will only take place in the allowed outside area striped for designated parking.
- 2. Maintenance and Repair Operations: All maintenance and repair work will be conducted exclusively within the designated warehouse space for automotive repair. Additionally, we are fully committed to ensuring that no maintenance or repair activities occur outside of the designated indoor facilities, in line with the Village regulations.
- 3. Waste Management: Vancarvan Incorporated will have a dedicated dumpster(s) located in the enclosed garbage area on the property. This dumpster will be used solely for the disposal of trash generated by our operations. We are committed to maintaining the cleanliness and orderliness of the site and being consciences of the neighboring properties.

We strive to build relationships with our communities, and we appreciate your approval of our occupancy of the property located at 485 Podlin Drive. We want to reaffirm our commitment to operating in a manner that aligns with the standards and expectations of the Village of Bensenville. We look forward to being a responsible and valued member of the community.

Please feel free to reach out should you have any questions or require further clarification. Thank you.

Best Regards

Ivan Syroviak, President Vancarvan Incorporated 301 N Elm St

Mount Prospect, IL 60056

(631) 432-2822

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

# MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

February 4, 2025

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

**ROLL CALL:** Upon roll call the following Commissioners were present:

Rowe, Chambers, King, Marcotte, Rott, Wasowicz

Absent: Ciula

A quorum was present.

STAFF PRESENT: K. Pozsgay, K. Quinn, C. Williamsen

**JOURNAL OF** 

**PROCEEDINGS:** The minutes of the Community Development Commission

Meeting of the January 7, 2025 were presented.

Motion: Commissioner King made a motion to approve the minutes as

presented. Commissioner Marcotte seconded the motion.

All were in favor. Motion carried.

Director of Community and Economic Development, Kurtis

Pozsgay and Village Planner, Kevin Quinn were present and sworn

in by Chairman Rowe.

**PUBLIC** 

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

**Public Hearing:** CDC Case Number 2022-08 SUP Transfer Review

**Petitioner:** Vancaravan Incorporated

**Location:** 485 Podlin Drive

**Request:** Special Use Permit, Motor Vehicle Repair and/or Service

Municipal Code Section 10-7-2-1

Motion: Commissioner Wasowicz made a motion to open CDC Case No.

2022-08 SUP Transfer Review. Commissioner Marcotte seconded

the motion.

Community Development Commission Meeting Minutes February 4 2025 Page 2

#### **ROLL CALL:**

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

Chairman Rowe opened CDC Case No. 2022-08 SUP Transfer Review at 6:33 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated the Petitioner is seeking a Special Use Permit to lease a portion of the existing operation to a new tenant. Mr. Quinn stated the new tenant would continue the existing truck repair use in the portions of the building and parking lot where the owner was previously operating the truck repair portion of their business. Mr. Quinn stated the previous ordinance (Ordinance No. 64-2016) granted a Conditional Use Permit to allow Motor Vehicle Repair, Major & Minor to be granted solely to owner/applicant 485 Podlin Drive LLC and their sublessee, P & G Auto Repair. Mr. Quinn stated the transfer of Special Use Permit to another named Lessee requires review by the Community Development Commission and approval of the Village Board.

Mr. Quinn stated the Petitioner, a new tenant at 485 Podlin Drive, is requesting a transfer of the Special Use Permit previously granted to a tenant at the same property. Mr. Quinn stated Vancaravan Incorporated is requesting a Special Use Permit, Motor Vehicle Repair and/or Service, be transferred from the previous tenant to them. Mr. Quinn stated they plan on using the existing parking configuration. Mr. Quinn stated the property is within an I-2 General Industrial District.

Jack Kozar, Attorney for both the applicant and property owner was present and sworn in by Chairman Rowe. Mr. Kozar stated the operation will remain as what is currently taking place at the property.

Commissioner Chambers asked what the previous issues were that lead to the tenant leaving. Mr. Kozar stated mainly parking issues.

Commissioner Chamber asked if the new tenants are aware of the previous issues. Mr. Kozar stated that they are aware and has met with them multiple times prior to executing a lease.

Commissioner King asked how many employees would be on site. Mr. Kozar stated around five.

# **Public Comment**

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

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

1) **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.

Applicant's Response: The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.

 Neighborhood Character: The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.

Applicant's Response: The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.

3) **Orderly Development**: The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.

Applicant's Response: The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.

4) Use of Public Services and Facilities: The proposed special use will not require utilities, access roads, drainage and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

Applicant's Response: The proposed special use will not require utilities, access roads, drainage and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

5) Consistent with Title and Plan: The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

# Mr. Quinn stated:

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of Transfer of the Special Use Permit to allow Motor Vehicle Repair and/or Service within the building at 485 Podlin with the following conditions:

- 1. The Special Use Permit be granted solely to Vancaravan Incorporated and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a reoccupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit;
- 2. The new tenant Vancaravan Incorporated, any other tenants, and owner 485 Podlin LLC must conform with the approval conditions outlined in the original ordinance granting a conditional use permit (Ordinance No. 64-2016).
- 3. Vancaravan Incorporated may only use the portions of the building and property denoted in the proposed site plans and named in the Staff Report.

- 4. The 7 parking spaces extending past the lot line in the southwest corner of the site plan are no longer permitted to be utilized for parking or outdoor storage.
- 5. The 8 parking spaces extending past the lot line on Podlin Drive are to be used solely for customer car parking and may not be used overnight. Truck and semi-truck parking or storage is not permitted in the spaces.
- 6. The parking lot containing 3 parallel parking spaces adjacent to the north of the building may not be utilized for parking until the surface is paved and striped according to Village Code standards.
  - a. After the surface is improved, parking is only permitted for 3 vehicles in the approved spaces shown in the site plan. No outdoor storage is allowed in this area.
- 7. The continued use of the site must be in conformance with the plans provided as part of the Development Review Process application, including the following:
  - a. Only one row of trucks may be parked along the southern edge of the parking lot;
  - b. The designated spaces north of the building may only be used for 3 vehicles;
  - c. Vancaravan Incorporated may only perform truck repair within the warehouse W3 portion of the building as noted in the site plan.
  - d. Vancaravan Incorporated may only park trucks in the 10 spaces provided along the southern edge of the parking lot as noted in the site plan.

There were no questions from the Commission.

Motion:

Commissioner Rott made a motion to close CDC Case No. 2022-08 SUP Transfer Review. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2022-08 SUP Transfer Review at 6:43 p.m.

Community Development Commission Meeting Minutes February 4 2025 Page 6

Motion: Commissioner Marcotte made a motion to approve Special Use

Permit Transfer, Motor Vehicle Repair and/or Service, Municipal Code 10-7-2-1 with Staff's Recommendations. Commissioner

Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Report from Community

**Development:** Mr. Quinn reviewed both recent CDC cases along with upcoming

cases.

**ADJOURNMENT:** There being no further business before the Community

Development Commission, Commissioner Chambers made a motion to adjourn the meeting. Commissioner Rott seconded the

motion.

All were in favor. Motion carried.

The meeting was adjourned at 6:45 p.m.

ORDINANCE #	
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# AN ORDINANCE GRANTING APPROVAL OF THE TRANSFER OF A SPECIAL USE PERMIT FOR MOTOR VEHICLE REPAIR AND/OR SERVICE AT 485 PODLIN DRIVE BENSENVILLE, ILLINOIS

WHEREAS, 485 Podlin Drive LLC ("Owner") of 485 Podlin Drive, Bensenville, IL 60106, and Vancaravan Inc. ("Applicant") of 301 N Elm Street, Mount Prospect, IL 60056, requested a transfer of the Special Use Permit, Motor Vehicle Repair and/or Service, Municipal Code Section 10-7-2-1 of the Bensenville Village Zoning Ordinance ("Zoning Ordinance"), for the property located at 485 Podlin Drive, Bensenville from the previous tenant to the applicant, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, the Community Development Commission of the Village of Bensenville conducted a Public Meeting to review the transfer of the Special Use Permit granted in O-14-2022 on February 4, 2025, as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, after hearing the application, the Community Development Commission agreed with the findings of fact submitted by the Applicant, and thereafter, voted unanimously (6-0) to recommend approval with conditions of the transfer of the Special Use Permit, Motor Vehicle Repair and/or Service, Municipal Code Section 10-7-2-1, and forwarded its recommendations, including the Staff Report and findings relative to the request, to the President and Board of Village Trustees, which concurred with the recommendations made therein, as are attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, on February 25, 2025, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval with conditions of the requested Special Use Permit, Motor Vehicle Repair and/or Service, Municipal Code Section 10-7-2-1, as recommended by the Community Development Commission, is consistent with the Zoning Ordinance.

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

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

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

**Section 3.** That the Staff Report and Recommendations to approve with conditions the transfer of the Special Use Permit, Motor Vehicle Repair and/or Service, as allowed by the Zoning Ordinance, Section 10-7-2-1, as adopted by the Community Development Commission as shown in Exhibit "B", is hereby adopted by the President and Board of Trustees, the Board of Trustees finding that said Special Use Permit, Motor Vehicle Repair and/or Service, is proper and necessary.

**Section 4.** That the Special Use Permit, Motor Vehicle Repair and/or Service, Municipal Code Section 10-7-2-1, as sought by the Applicant of the Subject Property, is hereby approved with the following conditions:

i. The Special Use Permit be granted solely to Vancaravan Incorporated and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the

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

- ii. The new tenant Vancaravan Incorporated, any other tenants, and owner 485 Podlin LLC must conform with the approval conditions outlined in the original ordinance granting a conditional use permit (Ordinance No. 64-2016).
- iii. Vancaravan Incorporated may only use the portions of the building and property denoted in the proposed site plans and named in the Staff Report.
- iv. The 7 parking spaces extending past the lot line in the southwest corner of the site plan are no longer permitted to be utilized for parking or outdoor storage.
- v. The 8 parking spaces extending past the lot line on Podlin Drive are to be used solely for customer car parking and may not be used overnight. Truck and semi-truck parking or storage is not permitted in the spaces.
- vi. The parking lot containing 3 parallel parking spaces adjacent to the north of the building may not be utilized for parking until the surface is paved and striped according to Village Code standards.
  - a. After the surface is improved, parking is only permitted for 3 vehicles in the approved spaces shown in the site plan. No outdoor storage is allowed in this area.
- vii. The continued use of the site must be in conformance with the plans provided as part of the Development Review Process application, including the following:
  - a. Only one row of trucks may be parked along the southern edge of the parking lot;
  - b. The designated spaces north of the building may only be used for 3 vehicles;
  - c. Vancaravan Incorporated may only perform truck repair within the warehouse W3 portion of the building as noted in the site plan.
  - d. Vancaravan Incorporated may only park trucks in the 10 spaces provided along the southern edge of the parking lot as noted in the site plan.

**Section 5.** That all requirements of the Zoning Ordinance shall be applicable except as

allowed by the Special Use Permit, Motor Vehicle Repair and/or Service, approved herein.

**Section 6.** All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 7.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville				
DuPage and Cook Counties, Illinois, this 25 <sup>th</sup> day of I	February 2025, pursuant to a roll call vote, as			
follows:				
A	APPROVED:			
-				
	Frank DeSimone, Village President			
ATTEST:				
Nancy Quinn, Village Clerk				
AYES:				
NAYES:				
ABSENT:				

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

The Legal Description is as follows:

# Parcel 1:

That part of the Northwest Fractional ¼ of Section 19, Township 40 North, Range 11 East of the Third Principal Meridian described as follows: Commencing at a point of intersection of center line of Franklin Avenue and at a line 797.46 feet east and parallel with west line of Section 19, thence south on said parallel line 876.35 feet to a point of beginning thence continuing south on said line 217.48 feet, thence east and perpendicular to the last described line 205.44, thence north and parallel with the west line of said Section 19, 217.48 feet thence west and parallel to the last described line 205.44 feet to the point of beginning, in the Northwest ¼ of Section 19, Township 40 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois.

#### Parcel 2:

Easement for ingress and egress appurtenant to and for the benefit of Parcel 1 as set forth in the grant of easement dated June 11, 1955 and Recorded June 16, 1955 as Document 16271421, over, along, upon and across that part of Northwest Fractional ¼ of Section 19, Township 40 North, Range 12, described as follows: Commencing at point of intersection of center line of Franklin Avenue with a line 731.46 feet east of and parallel with the west line of said Section (said 731.46 feet being measured at right angles to said west line) thence south parallel with said west line of said Section, a distance of 1402 feet; thence east at right angles to the last described line, a distance of 66 feet; thence north parallel to the west line of said Northwest Fractional ¼ Section, a distance of 1377.5 feet to the center line of Franklin Avenue, thence northwesterly along the center line of Franklin Avenue to the point of beginning, in Cook County, Illinois.

Commonly known as 485 Podlin Bensenville, Illinois.

Ordinance #\_\_\_- 2025 Exhibit "B" Findings of Fact

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

1) **Public Welfare:** The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.

Applicant's Response: The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public.

2) **Neighborhood Character:** The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.

Applicant's Response: The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use.

3) **Orderly Development**: The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.

Applicant's Response: The proposed special use will not impede the normal and orderly development and improvement of adjacent properties and other property within the immediate vicinity of the proposed special use.

4) Use of Public Services and Facilities: The proposed special use will not require utilities, access roads, drainage and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

Applicant's Response: The proposed special use will not require utilities, access roads, drainage and/or other facilities or services to a degree disproportionate to that normally expected of permitted uses in the district, nor generate disproportionate demand for new services or facilities in such a way as to place undue burdens upon existing development in the area.

5) **Consistent with Title and Plan:** The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

# Mr. Quinn stated:

Staff recommends the Approval of the above Findings of Fact and therefore the Approval of Transfer of the Special Use Permit to allow Motor Vehicle Repair and/or Service within the building at 485 Podlin with the following conditions:

- viii. The Special Use Permit be granted solely to Vancaravan Incorporated and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit;
- ix. The new tenant Vancaravan Incorporated, any other tenants, and owner 485 Podlin LLC must conform with the approval conditions outlined in the original ordinance granting a conditional use permit (Ordinance No. 64-2016).
- x. Vancaravan Incorporated may only use the portions of the building and property denoted in the proposed site plans and named in the Staff Report.
- xi. The 7 parking spaces extending past the lot line in the southwest corner of the site plan are no longer permitted to be utilized for parking or outdoor storage.
- xii. The 8 parking spaces extending past the lot line on Podlin Drive are to be used solely for customer car parking and may not be used overnight. Truck and semi-truck parking or storage is not permitted in the spaces.
- xiii. The parking lot containing 3 parallel parking spaces adjacent to the north of the building may not be utilized for parking until the surface is paved and striped according to Village Code standards.

- a. After the surface is improved, parking is only permitted for 3 vehicles in the approved spaces shown in the site plan.
   No outdoor storage is allowed in this area.
- xiv. The continued use of the site must be in conformance with the plans provided as part of the Development Review Process application, including the following:
  - a. Only one row of trucks may be parked along the southern edge of the parking lot;
  - b. The designated spaces north of the building may only be used for 3 vehicles;
  - c. Vancaravan Incorporated may only perform truck repair within the warehouse W3 portion of the building as noted in the site plan.
  - d. Vancaravan Incorporated may only park trucks in the 10 spaces provided along the southern edge of the parking lot as noted in the site plan.

There were no questions from the Commission.

Motion: Commissioner Rott made a motion to close CDC Case No. 2022-08 SUP

Transfer Review. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2022-08 SUP Transfer Review at

6:43 p.m.

Motion: Commissioner Marcotte made a motion to approve Special Use Permit

Transfer, Motor Vehicle Repair and/or Service, Municipal Code 10-7-2-1 with Staff's Recommendations. Commissioner Wasowicz seconded the

motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Rott, Wasowicz

Nays: None

All were in favor. Motion carried.

TYPE: Ordinance	SUBMITTED BY: K. Pozsgay	DEPARTMENT: CED	<b>DATE:</b> 2.25.25
	Amendment to a Planned United I s 2 and 3, Sexton Redevelopmen	•	tures for Two Hotels
Financially Soun	r Oriented Services	PPLICABLE VILLAGE ( Enrich the lives of Resid X Major Business/Corpor X Vibrant Major Corridors	dents rate Center
COMMITTEE AC	TION:	<b>DAT E</b> NA	<b>=:</b>

#### **BACKGROUND:**

- 1. The Petitioner, KMS Investments LLC, is seeking approval of a PUD Amendment for the construction of two hotels and a restaurant.
- 2. The existing PUD (for a Country Inn & Suites) was approved in 2001 and amended in 2015 to include a Holiday Inn Express & Suites with additional parking. There was an additional site plan review in 2002.
- 3. The hotels would be located at the northeast corner of the intersection of Grand Avenue and Commerce Court, across the street from the existing two hotels.
- 4. The southern hotel would be a Hyatt Studio (120 rooms), and the northern hotel would be a dual Hilton hotel (151 rooms).
- 5. The proposed development has 297 parking spaces, shared between the two hotels and a restaurant (10,000 square feet).
- 6. The proposed development falls within a C-2 Commercial District. The Hyatt is proposed to be 79,424 SF and the dual hotel is proposed to be 79,752 SF.

#### **KEY ISSUES:**

- 1. Parking has historically been an issue in this area of Bensenville.
- 2. Previous PUDs had indicated that these would be hotels.
- 3. Close proximity to high-volume recreational facilities.

#### **ALTERNATIVES:**

Discretion of the Board.

#### RECOMMENDATION:

- 1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Amendment to a Planned Unit Development with the following conditions:
  - 1. Developed in accordance with the plans prepared by Advantage Consulting Engineers dated Jan. 3, 2025.
  - 2. The Amendment to a Planned Unit Development be granted solely to KMS Investments LLC and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC.
  - 3. A DuPage County Stormwater Management Certification is required.
  - 4. PCBMPs are required.
  - 5. A National Pollutant Discharge Elimination System (NPDES) permit is required.
  - 6. The project requires Stormwater Management Certification.
  - 7. A DuPage County Division of Transportation highway permit is required.

- 8. An IEPA-Sanitary is required.
- 9. A Stormwater Management Easement over the proposed BMP facilities is required.
- 10. A stormwater management report must be provided following the DuPage County tabular stormwater report format.
- 11. 100-yr conveyance route shall be designed through the site.
- 12. Provide AutoTurn for site circulation and ingress/egress at all driveways in addition to the provided turning templates showing the AASHTO design vehicle that will be utilizing the site (WB-65, WB-55, etc.).
- 13. A sidewalk within the Grand Avenue rights-of-way must be provided.
- 14. Fire hydrants shall be installed around the perimeter of the property every 300 feet.
- 15. A fire hydrant must be installed within 40 to 100 feet of the fire department connection.
- 16. Water flow tests must be up to date for the water main system.
- 17. The necessary number of short-term bicycle parking spaces shall be determined during the permitting process.
- 18. If snow storage is not included on-site, an off-site snow storage plan must be approved by Zoning Administrator prior to permit approval.
- 19. A pedestrian circulation system plan to be approved by Zoning Administrator prior to permit approval.
- 20. Additional trees shall be added to the site on the final landscape plan where feasible. Landscape islands should have additional trees when feasible. Final Landscape plan to be approved by Zoning Administrator prior to permit approval.
- 21. Plant species diversity requirements must be met and reflected on Final Landscape Plan.
- 22. Landscape islands must meet Village Code.
- 23. Sidewalks will be installed connecting to the sites to the north.
- 24. KMS Investments LLC shall coordinate regarding a parking enforcement agreement with the Bensenville Police Department prior to the issuance of the Certificate of Occupancy.
- 25. No tailgating or alcoholic beverages allowed in the parking area.

CDC voted 5-0 to approve.

#### **BUDGET IMPACT:**

NA

# **ACTION REQUIRED:**

Approval of an Ordinance Granting an Amendment to a Planned United Development with Code Departures for Two Hotels and a Restaurant at Lots 2 and 3, Sexton Redevelopment.

#### **ATTACHMENTS:**

<b>Description</b>	<u>Upload Date</u>	<u>Type</u>
Cover Page	1/8/2025	Cover Memo
Aerial & Zoning	1/8/2025	Backup Material
Legal Notice	1/8/2025	Backup Material
Application	1/8/2025	Backup Material
Approval Standards	1/8/2025	Backup Material
Staff Report	1/8/2025	Executive Summary
Plan	1/8/2025	Backup Material
Legal Description	1/8/2025	Backup Material
Draft CDC Minutes	1/8/2025	Backup Material
Ordinance	2/14/2025	Ordinance



Community Development Commission
Public Hearing 1.07.25

CDC Case #2024 - 12

KMS Investments LLC Lots 2 and 3, Sexton Property Redevelopment

Planned Unit Development Amendment

Municipal Code 10 – 4 – 4

With the following Code Departures

C-2 District Requirements; Principal Entrance Location

Municipal Code Section 10 – 6 – 18 – 1G

Off-Street Parking Requirements

Municipal Code Section 10 – 8 – 2 – 1

Pedestrian Circulation Systems

Municipal Code Section 10 – 8 – 7

Maximum Driveway Width

Municipal Code Section 10 – 8 – 8 – 1

Driveway Apron

Municipal Code Section 10 – 8 – 8F – 2

Street Tree Frequency

Municipal Code Section 10 – 9 – 4B – 1

Tree Canopy Coverage

Municipal Code Section 10 – 9 – 5A

Minimum Parking Lot Perimeter Landscape
Municipal Code Section 10 – 9 – 5B – 1

Parking Lot Interior Landscape Islands Municipal Code Section 10 – 9 – 5C – 1

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





# Village of Bensenville







### LEGAL NOTICE/PUBLIC NOTICE NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that a Meeting of the Community Development Commission of the Village of Bensenville, DuPage and Cook Counties, will be held on Tuesday, January 7, 2025, at 6:30 P.M, at which a Public Hearing will be held to review case No. 2024 – 12 to consider a request for:

Planned Unit Development Amendment

Municipal Code 10 – 4 – 4

\*With the following Code Departures

C-2 District Requirements; Principal Entrance Location

Municipal Code 10 – 6 – 18 – 1G

Off-Street Parking Requirements Municipal Code 10 - 8 - 2 - 1

Snow Storage Location *Municipal Code 10 – 8 – 6K* 

Pedestrian Circulation Systems *Municipal Code 10 – 8 – 7* 

Maximum Driveway Width *Municipal Code* 10 - 8 - 8 - 1

Driveway Apron 10 - 8 - 8F - 2

Off-Street Loading Facility Requirements 10 - 8 - 11

Species Diversity Requirements 10 - 9 - 3 - 2

Street Tree Frequency 10 - 9 - 4B - 1

Tree Canopy Coverage 10 - 9 - 5A

Minimum Parking Lot Perimeter Landscape 10-9-5B-1

Parking Lot Interior Landscape Islands 10-9-5C-1

At Lots 2 and 3, Sexton Property Redevelopment, Bensenville Illinois 60106 is an existing C-2 Commercial District. The Public Hearing will be held in the Village Board Room at Village Hall, 12 S Center St, Bensenville.

The Legal Description is as follows:

LOTS 2 AND 3 IN SEXTON PROPERTY REDEVELOPMENT RECORDED MAY 19, 2017 AS DOCUMENT NO. 42017-049227, A RESUBDIVISION OF SEXTON PROPERTY REDEVELOPMENT RECORDED AUGUST 2, 2002 AS DOCUMENT NO. R2002-198616 BEING A SUBDIVISION PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as Lots 2 and 3, Sexton Property Redevelopment, Bensenville Illinois 60106.

KMS Investments LLC of 811 E Grand Ave, Bensenville, Illinois 60106 is the owner of the subject property and KMS Investments LLC of 811 E Grand Ave, Bensenville, Illinois 60106 is the applicant for the subject property.

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

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 S Center St, Bensenville, IL 60106. All interested parties may attend the Public Hearing and be heard. A link for electronic viewing will be posted on the Village website at least 48 hours prior to the meeting date. Written comments mailed to the Village Hall, and online comments submitted on the Village website, will be accepted by the Community and Economic Development Department through January 7, 2024 until 5:00 PM.

Office of the Village Clerk Village of Bensenville

TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT DECEMBER 19, 2024



COMMUNITY DEVELOPMENT COMMISSION

# DEVELOPMENT REVIEW PROCESS



01.14.2021

## PROCESS SUMMARY AND TIMELINE

# 1. Application Submittal and Requirements

Prior to submitting an application, it is suggested that applicants meet with the Community and Economic Development Staff to review the application requirements and procedures. Incomplete applications cannot be accepted and/or processed. All questions regarding the request should be directed to the Community and Economic Development Department at (630) 350-3413.

## 2. Village Staff Review & Recommendations

- 1. Village Staff will transmit the complete application to Village Departments for their review.
- 2. The Village Staff then prepares a Staff report that is sent to the applicant.
- 3. The applicant shall respond to the Staff report either by making requested/required revisions or stating why such revisions should not be made.
- 4. Upon resubmittal the applicant's responses will be reviewed by the Village Departments.
- 5. Final Staff report and recommendation is prepared.
- Only after this final Staff report and recommendation are complete can a Public Hearing date be scheduled and the public review portion of the process begins.

#### 3. Public Review & Decision

There are three distinct sections to the Public Review; the Public Hearing before the CDC, the Village Board Committee of the Whole (COW) meeting, and the full Village Board meeting. All fees and Village Staff services associated with the Public Review can be found on the attached fee schedule. Not less than 15 days nor longer than 30 days prior to the Public Hearing a three-pronged notice approach is required:

- 1. The Village publishes a Legal Notice of the Public Hearing in a local newspaper. The cost is deducted from the application fees.
- The Village will provide written notice to owners of record within 250' (exclusive of Rights Of Way). These written notices are sent via first-class mail by Village Staff. Village Staff will then complete the Certificate of Mailing Affidavit for the application. The cost of the mailing will be deducted from the application fees.
- 3. The Village posts the notice of Public Hearing sign(s) on the property. A small fee to be deducted from the application fees.

# A) CDC Public Hearing & Non-binding Recommendation

The CDC conducts the Public Hearing on the 1st Tuesday evening of the month at 6:30 PM. The applicant, municipal Staff and general public will make presentations, written comments are also accepted. At the close of the Public Hearing, the CDC discusses the request and then makes Findings of Fact and a non-binding recommendation to the Village President and Board of Trustees.

# B) Village Board Committee Of the Whole

The Committee Of the Whole meets on the 3rd Tuesday evening of the month at 6:30 PM. The committee reviews the application, Staff report Findings of Fact and recommendation from the CDC. The applicant should be present at this meeting to answer any questions or make a brief presentation if necessary. The COW will vote on the application and forward the vote to the full Village Board or remand the request back to the CDC for additional discussion.

## C) Village Board

The full Village Board has the final decision making authority on the application. Our Village Board meets the 2<sup>nd</sup> and 4<sup>th</sup> Tuesday evening of the month at 6:30 PM. A draft Ordinance is prepared by Staff for the Village Board's review and consideration. The Board will discuss the request and vote on the Ordinance. The Village Clerk will forward a copy of the approved Ordinance to you in the weeks following the Village Board meeting.

	For Office Use Only	3 1 1 1
Date of Submission:	MUNIS Account #: 13900 CDC Case #:	

# COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 888	E. Grand Ave	Bensonville IL 60106
Property Index Number(s)	(PIN):	
A. PROPERTY OWNE	R:	
kms Inves	rmonts ic	
Name 811 E. Gr	Corporation (if applicable	e)
Street  Sonny Shall	le IL	60106
Sonny Shall Contact Person	State Superior State Telephone Number	Sip Code Son nyshah @ hotmail: con Email Address
B. APPLICANT:	Check box if same as	addresses of the beneficiaries of the Trust.
Name	Corporation (if applicable)	
Street		
City	State	Zip Code
Contact Person	Telephone Number	Email Address
Site Plan Re Special Use Variation Administrat Zoning Text Zoning App Plat of Subd Annexation Planned Uni *See Staff for ad PUD requests	Permit ive Adjustment or Map Amendment eal ivision t Development*	SUBMITTAL REQUIREMENTS:  Affidavit of Ownership** (signed/notarized)  Application**  Approval Standards**  Plat of Survey/Legal Description  Site Plan  Building Plans & Elevations  Engineering Plans  Landscape Plan  Tree Preservation and Removal Plan  Application Fees  Fees agreement**  **Item located within this application packet.
Bv		3

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

	<b>V</b>
2.	PROJECT DATA:
	General description of the site: Grand the & country line Intersection  Acreage of the site: 4 Mars Building Size (if applicable): 55000 Sq. St.
2.	Acreage of the site: 4 Mars Building Size (if applicable): 55000 3937
3.	Is this property within the Village limits? (Check applicable below)  Yes  No, requesting annexation  No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.
1.	List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)
	Existing PUD

# 5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	C-Z	Vacant	Village of Bensenville
North:	C-Z	Vacant	Village of Bensenville
South:	CE	Conservation/Recreat	ion Oity of Elmhurst
East:	C-2	Vacant	Village of Bensenvill
West:	C-Z	Hotel	Village of Bensenvil

## D. APPROVAL STANDARDS:

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



## Approval Standards For Site Plan Review

- 1. The site plan for the proposed development is consistent with the existing character and zoning of adjacent properties and other property within the immediate vicinity of the proposed development.
- 2. The site plan for the proposed development will not adversely impact adjacent properties and other properties within the immediate vicinity of the proposed development.
- The site plan for the proposed development will be provided with adequate utilities, access roads, parking, loading, drainage, stormwater flow paths, exterior lighting, and/or other necessary facilities.
- 4. The site plan for the proposed development is designed to preserve the environmental resources of the zoning lot.
- The site plan shall accommodate on-site pedestrian circulation from parking areas, plazas, open space, and public rights-of-way. Pedestrian and vehicular circulation shall be separated to the greatest extent possible.
- 6. The site plan shall locate curb cuts for safe and efficient ingress and egress of vehicles. The use of shared curb cuts and cross-access easements shall be provided when appropriate.
- The site plan for the proposed development includes architectural design that contributes positively to the Village's aesthetic appearance.
- 8. The site plan for the proposed development is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

#### ☐ Approval Standards for Special Uses

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

## ☐ Approval Standards for Variations

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

# ☐ Approval Standards for Administrative Adjustment

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

## ☐ Approval Standards for Zoning Text or Map Amendments

- 1. Approval standards for text amendments:
  - a. The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public.
  - b. The proposed amendment corrects an error, adds clarification, or reflects a change in policy.
  - c. The proposed amendment is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.
- 2. Approval standards for map amendments:
  - a. The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public.
  - b. The proposed amendment is compatible with the existing uses, character, and zoning of adjacent properties and other property within the immediate vicinity of the proposed amendment.
  - c. The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.
  - d. The proposed amendment addresses the community need for a specific use.
  - e. The proposed amendment corrects an error, adds clarification, or reflects a change in policy.
  - f. The proposed amendment is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

# Approval Standards for Planned Unit Developments

- A. The proposed planned unit development fulfills the objectives of the Comprehensive Plan, and other land use policies of the Village, through an innovative and creative approach to the development of land.
- B. The proposed planned unit development will provide walkways, driveways, streets, parking facilities, loading facilities, exterior lighting, and traffic control devices that adequately serve the uses within the development, promote improved access to public transportation, and provide for safe motor vehicle, bicycle, and pedestrian traffic to and from the site.
- C. The proposed planned unit development will provide landscaping and screening that enhances the Village's character and livability, improves air and water quality, reduces noise, provides buffers, and facilitates transitions between different types of uses.
- D. The proposed planned unit development will incorporate sustainable and low impact site design and development principles.
- E. The proposed planned unit development will protect the community's natural environment to the greatest extent practical, including existing natural features, water courses, trees, and native vegetation.
- F. The proposed planned unit development will be provided with underground installation of utilities when feasible, including electricity, cable, and telephone, as well as appropriate facilities for storm sewers, stormwater retention, and stormwater detention.

#### APPLICATION FEES

The fee schedule for items that require appearance before the Community Development Commission and/or Village Board as follows:

ACTION REQUIRED	DDE
Variation for Residential Use	\$100
Annexation Petition	\$250
Appeal of Director	\$500
Comprehensive Plan Map Amendment	\$500
Comprehensive Plan Text Amendment	\$500
Plat of Subdivision	\$500
Special Use Permit	\$500
Variation for Nonresidential Use	\$500
Zoning Map Amendment	\$500
Zoning Text Amendment	\$500
Planned Unit Development	\$750
PUD Amendment	\$500



Processing Fees: \$200

The Staff will provide, as a service to the applicant, the following as legally required:

- Publish the required legal notice in local publication
- Post a public hearing sign on the property visible from the public way
- Mail the legal notice to each property owner within 250 feet of the applicant property

Any required Recording of Documents will be the responsibility of the applicant with fees Assessed by the County.

# \*\*Application fees are non-refundable and payment does not constitute approval of project\*\*

In cases where the developer is petitioning for more than one request, fees shall be collected for each request. An exception in instances where a planned unit development and subdivision plat are being requested simultaneously one fee is collected.

Reimbursement of Fees: In addition to the fixed fee(s) provided above, the petitioner/applicant shall enter into a reimbursement of fees agreement with the Village. The reimbursement of fees agreement shall encompass all applications or petitions pending with the Village, including any additional matters not set forth hereinabove. The reimbursement of fees agreement shall be in the following form:

Should the Village, in its sole and exclusive discretion, determine that it is necessary or desirable for the Village to obtain professional services, including, but not limited to, attorneys, engineers, planners, architects, surveyors, court reporters, traffic, appraisers, environmental, drainage or other consultants, including full and/or part time site inspection services during the actual construction of any required improvements, and/or to incur costs related to any required notices or recordations, in connection with any Petition or Application filed by the Petitioner/Applicant, then the Petitioner/Applicant shall liable for the payment of such professional fees and costs, as shall actually be incurred by the Village, plus an additional ten percent (10%) to cover the Village's administrative expenses.

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

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

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

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

CM.3/18/24

Petitioner/Applicant

3/18/24

Date





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STATE OF ILLINOIS ) )SS.
COUNTY OF DUPAGE AND COOK )
AFFIDAVIT OF OWNERSHIP
the undersigned Affiant, being first duly sworn, on oath states:
1. That Affiant has personal knowledge of the representations and statements made herein, and has examined all necessary documents, records of ownership and such other information as is required to
<ul> <li>confirm the statements and representations herein;</li> <li>That the owner(s) and contract purchaser(s), if any, as set forth on the Petition attached hereto is (are) the owner(s) of record and contract purchasers of said property;</li> </ul>
3. That all consents to the attached Petition required of lenders or of others holding an interest in the property have been obtained;
4. This Affidavit of Ownership is given to induce the Village of Bensenville, without further inquiry as to ownership or purchase interest, to rely on said statements and representations and to process and set for Public Hearing the Petition as attached hereto; and,
5. Affiant is aware of and has been advised that any false statement set forth in this Affidavit of Ownership may subject Affiant to criminal sanctions for perjury, punishable as provided by the statutes of the State of Illinois in relation to the crime of perjury.
IN WITNESS WHEREOF, the undersigned has executed this Affidavit of Ownership this  day of,
Directed form.
Signature
SUBSCRIBED and SWORN to
before me this 11th day of, April , 2024.
GCICIAL SEAL OFFICIAL SEAL
Notary Public  COREY WILLIAMSEN  Notary Public, State of Illinois  My Commission Expires 08/05/2025



- A. The proposed planned unit development fulfills the objectives of the Comprehensive Plan, and other land use policies of the Village, through an innovative and creative approach to the development of land.
  - The proposed hospitality campus is in compliance with the ordinance approved by Village under ordinance number 23-2001, dated May 1, 2001. The campus designed with shared access, parking etc. rather than series of uncoordinated separate uses exemplifies the creativity of this PUD application.
- B. The proposed planned unit development will provide walkways, driveways, streets, parking facilities, loading facilities, exterior lighting, and traffic control devices that adequately serve the uses within the development, promote improved access to public transportation, and provide for safe motor vehicle, bicycle, and pedestrian traffic to and from the site.
  - As indicated in submitted PUD documents, the campus is designed with walkways, driveways, parking areas, loading facilities where required, lighting of parking area and building areas.
- C. The proposed planned unit development will provide landscaping and screening that enhances the Village's character and livability, improves air and water quality, reduces noise, provides buffers, and facilitates transitions between different types of uses.
  - The proposed PUD development will provide landscaping and screening required per Village and all different franchise requirements. The landscaping and native planted detention system will improve air and water quality.
- D. The proposed planned unit development will incorporate sustainable and low impact site design and development principles.
  - The proposed PUD development has unique site design to locate hotels and shared parking for guest use. Due to shared parking need for this development, we reduced parking areas significantly.
- E. The proposed planned unit development will protect the community's natural environment to the greatest extent practical, including existing natural features, water courses, trees, and native vegetation.
  - The design of the PUD is as consistent as practical with preservation of any natural features. The proposed PUD development site does not contain any flood plain, wetland etc.
- F. The proposed planned unit development will be provided with underground installation of utilities when feasible, including electricity, cable, and telephone, as well as appropriate facilities for storm sewers, stormwater retention, and stormwater detention.
  - The PUD development has been designed with utilities and some utilities have been installed already and are in operation. Storm water detention is provide for this development and is already built.



#### **STAFF REPORT**

**HEARING DATE:** January 7<sup>th</sup>, 2024

**CASE #:** 2024 – 12

**PROPERTY:** Lots 2 and 3, Sexton Property Redevelopment

**PROPERTY OWNER:** KMS Investments LLC

**APPLICANT** Same as above

**SITE SIZE:** 4.3 acres

**BUILDING SIZE:** 79, 752 square feet; 79, 424 square feet; 10,000 square feet

**PIN NUMBER:** 03-25-200-013, 03-25-200-012

**ZONING:** C-2 Commercial District

**REQUEST:** Planned Unit Development Amendment

Municipal Code 10-4-4

C-2 District Requirements; Principal Entrance Location

*Municipal Code* 10 – 6 – 18 – 1G

Off-Street Parking Requirements

Municipal Code 10-8-2-1

Pedestrian Circulation Systems

*Municipal Code* 10 - 8 - 7

Maximum Driveway Width

Municipal Code 10-8-8-1

Driveway Apron

*Municipal Code* 10-8-8F-2

Street Tree Frequency

Municipal Code 10-9-4B-1

Tree Canopy Coverage

Municipal Code 10 - 9 - 5A

Minimum Parking Lot Perimeter Landscape

Municipal Code 10 - 9 - 5B - 1

Parking Lot Interior Landscape Islands

Municipal Code 10-9-5C-1

<sup>\*</sup>With the following Code Departures

#### **PUBLIC NOTICE:**

- 1. A Legal Notice was published in the Bensenville Independent on Thursday, December 19, 2024. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
- 2. Village personnel posted one Notice of Public Hearing sign on the property, visible from the public way on Wednesday, December 18, 2024.
- 3. On Wednesday, December 18, 2024, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

#### **SUMMARY:**

The Petitioner, KMS Investments LLC, is seeking approval of a PUD Amendment for the construction of two hotels and a restaurant. The existing PUD (for a Country Inn & Suites) was approved in 2001 and amended in 2015 to include a Holiday Inn Express & Suites with additional parking. There was an additional site plan review in 2002. The hotels would be located at the northeast corner of the intersection of Grand Avenue and Commerce Court, across the street from the existing two hotels. The southern hotel would be a Hyatt Studio (120 rooms), and the northern hotel would be a dual Hilton hotel (151 rooms). The proposed development has 297 parking spaces, shared between the two hotels and a restaurant (10,000 square feet). The proposed development falls within a C-2 Commercial District. The Hyatt is proposed to be 79,424 SF and the dual hotel is proposed to be 79,752 SF.

#### **SURROUNDING LAND USES:**

	Zoning Land Use		Comprehensive Plan	Jurisdiction	
Site	C-2	Vacant	Local Commercial	Village of Bensenville	
North	C-2	Indoor Recreation	Commercial/Industrial Flex	Village of Bensenville	
South	CR	Conservation/Recreation	Institutional	Village of Elmhurst	
East	C-2	Proposed Gas Station	Local Commercial	Village of Bensenville	
West	C-2	Hotel/Motel	Local Commercial	Village of Bensenville	

#### **DEPARTMENT COMMENTS:**

SUPPORTS TH	EF	OLLOWING APPLICABLE VILLAGE GOALS:
		Financially Sound Village
		Quality Customer Oriented Services
		Safe and Beautiful Village
		Enrich the lives of Residents
	X	Major Business/Corporate Center
	X	Vibrant Major Corridors

#### Finance:

1) Account is up to date and no lien on the property.

#### Police:

1) No comments.

#### **Engineering and Public Works:**

- 1) Stormwater Detention: A DuPage County Stormwater Management Certification will be required for this project as the total land disturbing activity exceeds 5,000 SF. Bensenville is a partial waiver community. Onsite stormwater detention was designed and built during the initial 811 East Grand Avenue improvements. Detailed review of the previously installed detention, as compared to the preliminary plans for this site, will be performed during final engineering review. Comparison of change in impervious areas must be documented in a stormwater report. Alterations to what was previously constructed may be required.
- 2) Best Management Practices: Section 15-63 of the DCSFPO states that on-site postconstruction best management practices (PCBMPs) and volume control best management practices (VCBMPs) are required to treat stormwater runoff for pollutants and reduce runoff volume for all developments with 2,500 square feet or more net new impervious area since April 23, 2013. Based upon a comparison of the existing conditions in prior aerial photos since April 2013, the proposed development will result in a net impervious area of greater than 2,500 square feet. In accordance with DCSFPO, PCBMPs will be required for this proposed development. Comparison of the impervious area must be documented in a stormwater report.
- 3) Sediment & Erosion Control: The construction area (disturbed area) will exceed 1 acre, so a National Pollutant Discharge Elimination System (NPDES) permit is required for discharge of storm water. Also, all erosion control measures must meet all the requirements listed in Sections 15-58 through 15-60 of the DCSFPO.
- 4) Floodplain: The regulatory floodplain and floodway of Addison Creek appears to be near the east side of the site as shown on FEMA FIRM Map number 17043C0091J dated August 1, 2019. The regulatory flood plain on site is the Zone AE floodplain of Addison Creek (DPAC) with an elevation of 657.9+/-. However, it is the responsibility of the applicant to identify the location of regulatory flood plain on site and properly mitigate if necessary.
- 5) Wetlands and Buffers: Per the DuPage County Wetland Map and the National Wetland Inventory website, it appears there are wetlands near the east side of the site. It is the responsibility of the applicant to identify any existing special management areas on site and properly mitigate them.
- 6) Permits: The proposed improvement will require Stormwater Management Certification. Since no impacts are proposed to Special Management Areas, the submittal does not require submittal to the DuPage County Stormwater for review and certification. A DuPage County Division of Transportation highway permit will be required for proposed work in Grand Avenue right-of-way. An IEPA-Sanitary Permit will be required for the new buildings' sanitary services. Depending on the proposed water service, an IEPA-watermain permit may be required.
- 7) A Stormwater Management Easement over the proposed BMP facilities will be required.
- 8) A stormwater management report must be provided following the DuPage County tabular stormwater report format.

- 9) 100-yr conveyance route shall be designed through the site such that the conveyance depths have a foot of freeboard to the proposed buildings and such that there is no increase in flood elevations on adjacent properties. All upstream offsite tributary areas must be included in the analysis of the existing and proposed 100-yr conveyance routes through the site. Provide a tributary area exhibit to the site including any offsite areas.
- 10) Provide AutoTurn for site circulation and ingress/egress at all driveways in addition to the provided turning templates showing the AASHTO design vehicle that will be utilizing the site (WB-65, WB-55, etc.).
- 11) A sidewalk within the Grand Avenue rights-of-way must be provided.

#### **Community & Economic Development:**

#### **Economic Development:**

- 1) The facility will include state-of-the-art, nationally recognized tenants.
- 2) The property is currently taxed as land only.
- 3) The new facilities will provide increased property tax to the Village.
  - a. The property is made up of 2 PINs currently, totaling roughly 191,664 SF.
  - b. The total new building area will be approximately 169,166 SF.
  - c. The 2023 property taxes are based on a \$656,240 valuation.
  - d. Total 2023 tax bill is \$48,213.92.
  - e. Based on the existing hotels, staff estimates the new development will be valued higher than it currently is.
    - i. Est. EAV is \$6,705,083
    - ii. Est. Tax bill is \$492,622
- 4) The facility will provide an amenity to residents and bring in new potential customers to the Village. It will provide a huge benefit to the dome projects, as they frequently host visitors from out of town, particularly the new volleyball dome.
- 5) The restaurant will also produce sales tax, which is hard to estimate without knowing the end user but will add additional tax revenue to the Village.

#### Fire Safety:

- 6) Fire hydrants shall be installed around the perimeter of the property every 300 feet.
- 7) A fire hydrant must be installed within 40 to 100 feet of the fire department connection.
- 8) Water flow tests must be up to date for the water main system.

#### Building:

1) No comments.

#### Planning:

- 1) The 2015 Comprehensive Plan indicates "Local Commercial" for this property.
- 2) The current zoning is C-2 Commercial District.
- 3) The area is commercial in nature- two hotels currently exist in the Planned Unit Development. Directly north of the proposed site is another PUD, home to two indoor athletic domes. The proposed development includes two hotels and a restaurant, both of which are allowable by right in a C-2 District.
- 4) Per Municipal Code Section 10 6 18 1, C-2 Commercial District Requirements:
  - a. The principal entrance location for a property in the C-2 Commercial District shall be located in front or corner side façade.
  - b. The applicant is requesting a deviation from this requirement to allow the principal entrance to be located in rear and interior side yard facades. Due to the

nature of the site being different than the standard commercial corridor, staff is supportive of the deviation.

- 5) Per Municipal Code, there are no specific use standards for hotel/motel uses.
- 6) Per Municipal Code Section 10 8 2 1, Off-Street Parking Requirements, the following standards apply:
  - a. Hotel/motel uses require 1 parking space per room plus 10% of maximum capacity for meeting rooms plus additional spaces as required for additional uses.
  - b. Restaurants require 1 parking space per 100 square feet of general floor area.
  - c. The first hotel has 120 rooms, requiring 120 spaces. The second hotel has 151 rooms, requiring 151 spaces, while the restaurant is 10,000 square feet, requiring 100 parking spaces. In total, the development requires 371 parking spaces.
  - d. The application is requesting a deviation from this requirement to allow a reduction in the number of parking spaces. The proposed development has 296 parking spaces.
    - i. Staff is supportive of this deviation request because it is believed that restaurant and hotel parking may overlap, which results in overestimating the number of parking spaces. Additionally, due to site constraints, a lower number of parking spaces is necessary to allow this development to proceed forward.
- 7) Per Municipal Code Section 10 8 5 1, Bicycle Parking Requirements, the following standards apply:
  - a. Minimum Number of Short-Term Bicycle Parking Spaces Required for restaurant and/or bar: 1 per 1,000 sf of GFA.
  - b. Minimum Number of Long-Term Bicycle Parking Spaces Requires for restaurant and/or bar: 1 per 10,000 sf of GFA.
- 8) Per Municipal Code Section 10 8 6B, Materials, the following standards apply:
  - a. All off-street parking lots, loading areas, drive- through facilities, and driveways shall be constructed using a hard surface, all-weather, dustless material.
    - i. Recycled Materials: Asphalt paving that is utilized for parking facilities is encouraged to contain a minimum of twenty percent (20%) recycled materials.
    - ii. Pervious Materials: Pervious materials may be used for parking facilities subject to the prior written approval of the Zoning Administrator.
- 9) Per Municipal Code Section 10 8 6C, Access, the following standards apply:
  - a. Parking Lots: Parking lots shall be designed with adequate means of vehicular access from a driveway, street, or alley in a manner that minimizes interference with traffic movement. Parking facilities must be designed to allow the driver to proceed forward into traffic from an access point, rather than backing out. Parking facilities that serve single-unit, two-unit, and townhouse dwellings are exempt from this requirement.
  - b. Parking Spaces: Each parking space within a parking lot shall open directly into an aisle or driveway of sufficient width to provide adequate means of vehicular access to the parking space.
- 10) Per Municipal Code Section 10 8 6D, Striping, off-street parking lots shall delineate parking spaces with paint or another permanent, durable material, which shall be maintained in order to remain clearly visible.
- 11) Per Municipal Code Section 10-8-6E, Wheel Stops, Bumper Stops, And Curbing, wheel stops, bumper stops, and/or curbing shall be permanently and securely installed along the perimeter of parking lots to prevent vehicles from encroaching on sidewalks,

- landscape areas, fencing, walls, or buildings. The zoning administrator may approve an alternate configuration including the use of bollards to prevent vehicles from encroaching on pedestrian way or buildings.
- 12) Per Municipal Code Section 10 8 6F, Drainage, off-street parking lots shall be graded for proper drainage so that water will not flow into adjacent properties, as approved by the Village Engineer. On-site retention and filtration of stormwater shall be provided where practical.
- 13) Per Municipal Code Section 10 8 6G, Pedestrian Circulation Systems, parking facilities shall meet the applicable requirements of section  $\underline{10\text{--}8\text{--}7}$ , "Pedestrian Circulation Systems", of this chapter.
- 14) Per Municipal Code Section 10 8 6H, Landscape Requirements, parking facilities shall meet the applicable landscape requirements of chapter 9, "Landscape Standards", of this title.
- 15) Per Municipal Code Section 10-8-6I, Outdoor Lighting Requirements, parking facilities shall meet the applicable outdoor lighting requirements of section  $\underline{10-9-8}$ , "Outdoor Lighting", of this title.
- 16) Per Municipal Code Section 10 8 6J, Sign Requirements, parking facilities shall meet the applicable sign requirements of chapter 10, "Signs", of this title.
- 17) Per Municipal Code Section 10 8 6K, Snow Storage, the following requirements apply:
  - a. Snow storage areas shall be provided on or adjacent to all off-street parking facilities.
    - i. Obstructions: Snow shall be stored in a manner that does not restrict access, circulation, or sight lines for pedestrians or vehicles at driveways, sidewalks, or other access points. Required off-street parking spaces, driveways, access aisles, and walkways shall not be used for snow storage.
    - ii. Storage In Landscape Areas: Landscape areas shall not be used for snow storage unless designed for that purpose with non- compacted soils, adequate area for snow piles, and plantings selected for salt-tolerance and durability.
    - iii. Storage In Stormwater Management Facilities: Snow should not be stored on top of storm drain catch basins or within stormwater management facilities.
    - iv. Off-Site Snow Storage: If snow storage cannot be accommodated on-site, the applicant shall make arrangements for off-site snow storage with approval from the Zoning Administrator.
  - b. The applicant has not indicated a snow storage location on plans. If snow storage cannot be accommodated on-site, the applicant shall make arranges for off-site snow storage.
- 18) Per Municipal Code Section 10 8 7, Pedestrian Circulation Systems, the following requirements apply:
  - a. General Requirement: Off-street parking and loading areas require pedestrian circulation systems to ensure the safety of pedestrians, bicyclists, and motorists. Refer to subsection D, figure 10-8-7-1, "On-Site Pedestrian Circulation", of this section.
  - b. Connections On-Site: The on-site pedestrian circulation system must connect all buildings on the site to one another and provide connections to parking facilities, bicycle parking facilities, and other outdoor areas.

- c. Connection To Public Rights-Of-Way: The on-site pedestrian circulation system must connect building entrances to adjacent public rights-of-way along direct routes that do not involve significant out-of-direction travel.
- d. Connection To Adjacent Areas: The on-site pedestrian circulation system must provide at least one connection to adjacent properties along a shared street frontage. Connections must provide access to existing walkways on adjacent properties, or to the likely future location of walkways on those properties. The Zoning Administrator may waive this requirement upon determining that no walkway exists, a future walkway is unlikely to exist, or such connection would create a safety hazard.
- e. Design Standards For On-Site Pedestrian Circulation Systems: Required on-site pedestrian circulation systems must be designed in accordance with the following requirements:
  - i. The pedestrian circulation system must be paved with a minimum width of five feet (5').
  - ii. Where the pedestrian circulation system crosses driveways, drive aisles, or loading areas, it must be clearly marked by a change in grade, a change in materials, special pavers, stamped asphalt or concrete. Painted striping does not meet this requirement.
  - iii. Where the pedestrian circulation system is parallel and adjacent to a driveway or drive aisle, it must be raised at least six inches (6") above the surface of the auto travel lane surface and separated from the auto travel lane by a raised curb. The pedestrian circulation system may also include intervening landscaping, decorative bollards, or other architectural features. If bollards are present, the Zoning Administrator may permit the pedestrian circulation system to be level with the surface of the travel lane.
  - iv. A sidewalk, with a minimum width of seven feet (7'), shall be required along the full length of any building frontage containing a primary entrance that is directly abutted by a parking row, driveway, or drive aisle. Refer to figure 10-8-7-2, "Frontage Sidewalk", of this subsection.
  - v. Pedestrian circulation systems should be integrated with required parking lot landscaping in accordance with section 10-9-5, "Parking Lot Landscaping", of this title, where appropriate.
- 19) Per Municipal Code Section 10 8 8 1, Maximum Driveway Width, the maximum two-way driveway width is 26 feet for commercial, civic, and institutional uses.
  - a. The applicant is requesting a deviation from this standard to increase the maximum two-way driveway width to 27 feet. The extended driveway width is to accommodate an underground parking garage.
- 20) Per Municipal Code Section 10 8 8D, Visibility, no building, structure, sign, or landscape element shall obstruct the area between 2.5 feet and eight feet (8') in height within the sight triangle area on each side of any driveway. Beginning at the intersection of the driveway with the lot line, the sight triangle shall be formed by measuring ten feet (10') along the lot line in the opposite direction of the driveway and ten feet (10') along the driveway in the opposite direction of the lot line, then connecting the endpoints of the lines across the subject property (refer to figure 10-8-8-1, "Visibility At Driveways", of this subsection).
- 21) Per Municipal Code Section 10 8 8F 2, Driveway Aprons, driveway aprons shall not exceed the width of a driveway by more than three feet (3') on each side of the

driveway. Driveway aprons shall be constructed of material as approved by the Village Engineer.

- a. The petitioner is requesting a deviation from this code to increase the maximum allowable driveway width to 5' on each side.
- 22) Per Municipal Code Section 10 9 3, Design, Installation, and Maintenance, the following standards apply:
  - a. Design and Installation:
    - National Standards: All landscape elements shall be installed in accordance with the practices and procedures established by AmericanHort. Landscape elements shall be healthy and hardy upon installation, and shall be planted with appropriate space and soils to ensure sustained growth.
    - ii. Soil Requirements: Soil type, volume, width, and depth requirements shall be used as required by this chapter to ensure tree survival and growth. A minimum soil depth of thirty six inches (36") and minimum planting bed width of six feet (6') is required for all tree planting areas. Refer to figures 10-9-3-1, "Minimum Soil Depth", and 10-9-3-2, "Planting Bed Width", of this subsection. In order to accommodate subsurface root expansion, a minimum volume of one thousand (1,000) cubic feet of structural soil is required per large shade tree or evergreen tree, and a minimum volume of seven hundred fifty (750) cubic feet of structural soil is required per medium shade tree. Whenever possible, tree plantings should be located to connect subsurface root spaces.
    - iii. Plant Size Requirements: Landscape elements shall be installed in accordance with table 10-9-3-1, "Required Landscape Size At Installation", of this subsection, unless otherwise noted in this title.
    - iv. Species Diversity: Tree and plant species that are native or naturalized to northeastern Illinois, as well as drought- and salt-tolerant plant materials, shall be used as required by this chapter, except for single-unit and two-unit dwellings. Refer to the most recent Morton Arboretum *Northern Illinois Tree Species List* for preferred plant species and table 10-9-3-2, "Species Diversity Requirements", of this subsection, for specifications.
    - v. Runoff Infiltration: All required parking lot perimeter landscape, buffer yards, and landscape islands shall be designed to accept and facilitate stormwater runoff infiltration through curb design, adequate soil depth, appropriate plant selection, and site grading to convey stormwater to the landscaped areas. Where practical, all landscaped areas shall create bioretention and infiltration areas to assist in water quality protection and facilitate groundwater recharge.
    - vi. Irrigation: Permanent irrigation systems are not required but may be installed as recommended by a landscape architect or the Zoning Administrator. All irrigation systems that are installed shall be designed to minimize the use of water, and require certification that the system is water efficient (e.g., EPA WaterSense certified). Irrigation systems are not allowed in the right-of-way.
  - b. Planting Location And Visibility: All landscape elements shall be located in compliance with the visibility standards of subsections <u>10-6-6</u>C, "Visibility Obstruction", and <u>10-8-8</u>D, "Visibility", of this title.

- c. Maintenance: All landscape elements shall be maintained in good condition at all times to ensure healthy vegetation and an orderly appearance.
  - i. Maintenance Responsibility: Landscape elements, such as vegetation and trees, irrigation systems, fences, and walls, shall be maintained. The property owner shall be responsible for the maintenance, repair, and replacement of landscape elements to keep them in good condition for the lifespan of the development and/or parking lot.
  - ii. Surety: A letter of credit, escrow, performance bond, or other surety as approved by the Zoning Administrator, equal to one hundred twenty five percent (125%) of the value of the landscaping shall remain in place for two (2) years after installation to ensure proper maintenance in accordance with this chapter.
  - iii. Establishment Of Landscape Elements: All installed landscape elements shall be watered, fertilized, and replaced as needed until fully established.
  - iv. Ongoing Maintenance: All landscape elements shall be maintained in good condition in perpetuity and shall have a healthy, neat, and orderly appearance. Any landscape element that is removed due to disease, damage, death, or any other reason shall be replaced within thirty (30) days after the beginning of the growing season, in accordance with the requirements of this chapter and the approved landscape plan. (Ord. 67-2018, 12-18-2018)
- 23) Per Municipal Code Section 10-9-3-2, Species Diversity Requirements, the following standards apply:
  - a. Lots between 0.5 and 5 acres: total plant material, excluding turf, shall not be comprised of more than 30% of any single species, 50% of any genus, nor 70% of any family.
- 24) Per Municipal Code Section 10 9 4B 1, Street Tree Frequency, the following standards apply:
  - a. Street trees shall be installed at a minimum rate of one large shade tree per forty (40) linear feet. Trees shall be spaced on center, or at a rate that matches the existing tree spacing pattern on adjacent parkways, whichever results in a greater density of tree plantings. Spacing may be adjusted to ensure adequate room for streetlights and utilities, with prior written Zoning Administrator approval.
  - b. The applicant is requesting a deviation from this code to eliminate the street tree requirements.
    - i. Staff would like to see street trees added where feasible, potentially in the right-of-way.
- 25) Per Municipal Code Section 10 9 5A, Tree Canopy Coverage, the following standards apply:
  - a. Tree canopy coverage requirements shall be met through tree plantings located within perimeter yards (subsection B, "Parking Lot Perimeter Landscape", of this section) and interior landscape islands (subsection C, "Parking Lot Interior Landscape Islands", of this section) such that shade canopy is provided for a minimum of forty percent (40%) of the parking area hardscape, including all parking spaces, travel lanes, and other impervious areas not exempted by this section. Refer to figure 10-9-5-1, "Tree Canopy Coverage", of this subsection.
  - b. The applicant is requesting a deviation from this requirement.

- i. Due to the size of the parking hardscape, they appear unable to cover 40% of that with tree canopy coverage. Staff would like to see additional trees located where feasible.
- 26) Per Municipal Code Section 10-9-5B-1b, Minimum Parking Lot Perimeter Landscaping, a parking lot perimeter landscape with a minimum depth of eight feet (8') is required along the length of the parking lot that abuts the front or corner side lot line, excluding any driveways.
  - a. The petitioner is requesting a deviation from this requirement.
  - b. It appears as if there is not enough space to meet the required 8 feet minimum depth.
    - i. Staff would like to see as much of the perimeter landscape contain landscape elements as possible.
- 27) Per Municipal Code Section 10-9-5B-1c, Parking Lot Landscaping Landscape Elements, the following standards apply:
  - a. The parking lot perimeter landscape shall meet all of the standards of section 10-9-3, "Design, Installation, And Maintenance", of this chapter and include the following:
    - i. A continuous hedge comprised of individual small shrubs of an appropriate species that are adaptable to being grown as a hedge, with a minimum width of twenty four inches (24"), spaced thirty six inches (36") on center, and a maximum height at maturity of thirty inches (30") to forty two inches (42").
    - ii. One large shade tree per thirty (30) linear feet of perimeter area, or one medium shade tree per twenty five (25) linear feet of perimeter area, or any combination thereof. Trees may be spaced evenly or grouped.
    - iii. Any portion of the parking lot perimeter landscape not covered by hedges and trees shall be planted with turf, clump or no-mow grasses, other perennial groundcover, or mulch.
- 28) Per Municipal Code Section 10 9 5C 1, Landscape Island Spacing, the following standards apply:
  - a. One landscape island shall be provided for every ten (10) contiguous parking spaces. All rows of parking shall be terminated by a landscape island or landscape area.
  - b. The petitioner is requesting a deviation from this standard, to allow a distance of twenty two (22) parking spaces between landscape islands.
    - i. This is to increase the overall number of parking spaces.
- 29) Per Municipal Code Section 10 9 5C-2, Landscape Island Size, the following standards applies:
  - a. For a single parking row, the landscape island shall have a minimum length equal to the length of the adjacent parking space and a minimum area of one hundred (100) square feet. When double rows of parking are provided, the required landscape islands shall have a minimum length equal to the total length of the adjacent parking spaces and a minimum area of two hundred (200) square feet.
- 30) Per Municipal Code Section 10 9 5C 4, Landscape Island Trees, a minimum of one shade tree shall be provided per landscape island. Landscape islands provided for double rows of parking shall include a minimum of two (2) shade trees.
  - a. The petitioner is requesting a deviation from this standard to allow a minimum of one shade trees on landscape islands provided for double rows of parking.
    - i. Staff will be requesting more landscape island trees when feasible.

#### **Applicant Response:**

#### APPROVAL STANDARDS FOR PLANNED UNIT DEVELOPMENTS:

1. **Comprehensive Plan:** The proposed planned unit development fulfills the objectives of the Comprehensive Plan, and other land use policies of the Village, through an innovative and creative approach to the development of land.

**Applicant's Response:** The proposed hospitality campus is in compliance with the ordinance approved by Village under ordinance number 23-2001, dated May 1, 2001. The campus designed with shared access, parking etc. rather than series of uncoordinated separate uses exemplifies the creativity of this PUD application.

2. **Public Facilities:** The proposed planned unit development will provide walkways, driveways, streets, parking facilities, loading facilities, exterior lighting, and traffic control devices that adequately serve the uses within the development, promote improved access to public transportation, and provide for safe motor vehicle, bicycle, and pedestrian traffic to and from the site.

**Applicant's Response:** As indicated in submitted PUD documents, the campus is designed with walkways, driveways, parking areas, loading facilities where required, lighting of parking area and building areas.

3. **Landscaping and Screening:** The proposed planned unit development will provide landscaping and screening that enhances the Village's character and livability, improves air and water quality, reduces noise, provides buffers, and facilitates transitions between different types of use.

**Applicant's Response:** The proposed PUD development will provide landscaping and screening required per Village and all different franchise requirements. The landscaping and native planted detention system will improve air and water quality.

4. **Site Design:** The proposed planned unit development will incorporate sustainable and low impact site design and development principles.

**Applicant's Response:** The proposed PUD development has unique site design to locate hotels and shared parking for guest use. Due to shared parking need for this development, we reduced parking areas significantly.

5. **Natural Environment:** The proposed planned unit development will protect the community's natural environment to the great extent practical, including existing natural features, water courses, trees, and native vegetation.

**Applicant's Response:** The design of the PUD is as consistent as practical with preservation of any natural features. The proposed PUD development site does not contain any flood plain, wetland etc.

6. **Utilities:** The proposed planned unit development will be provided with underground installation of utilities when feasible, including electricity, cable, and telephone, as well as appropriate facilities for storm sewers, stormwater retention, and stormwater detention.

**Applicant's Response:** The PUD development has been designed with utilities and some utilities have been installed already and are in operation. Storm water detention is provide for this development and is already built.

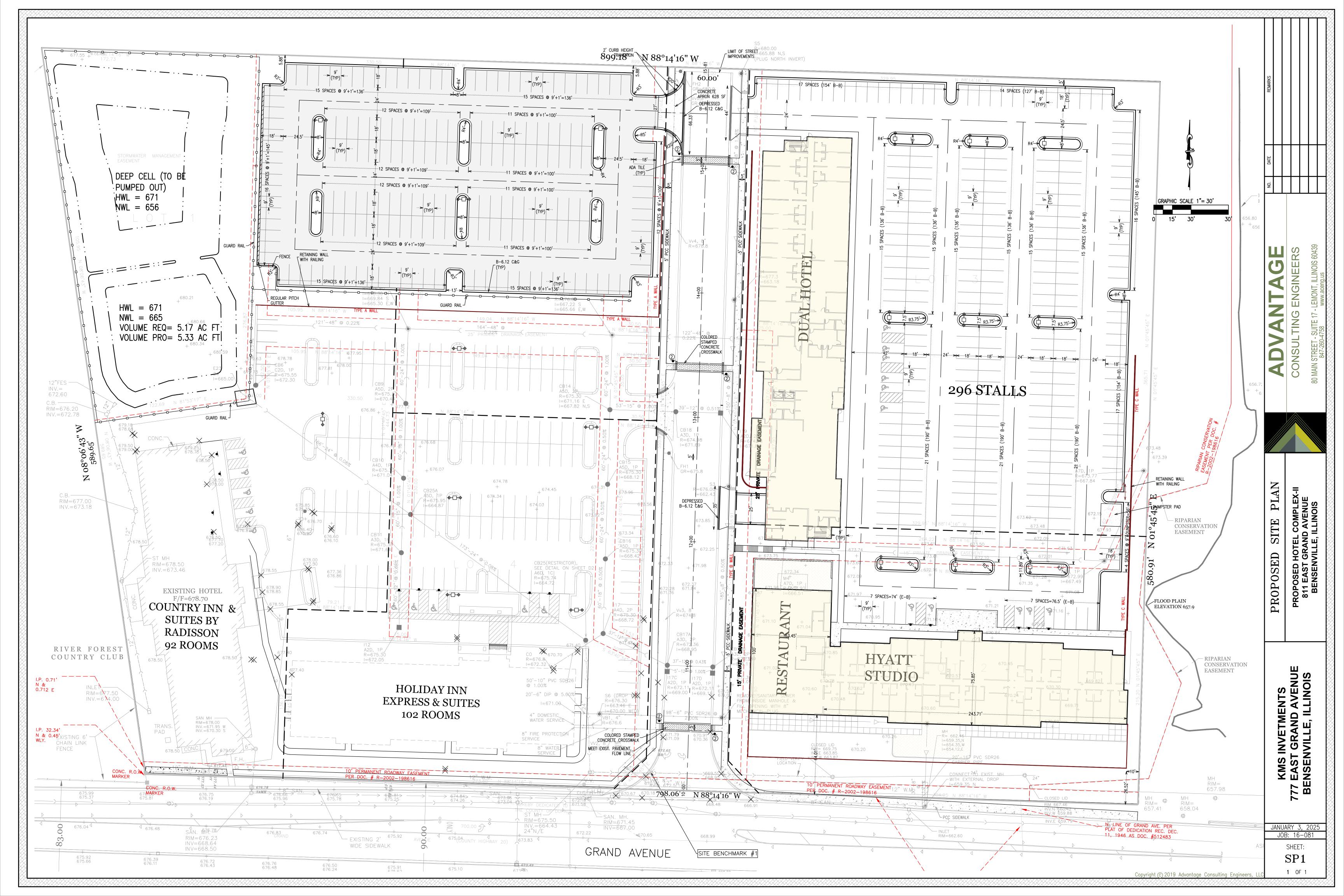
	Meets Standard		
Planned Unit Development Approval Standards	Yes	No	
Comprehensive Plan	X		
Public Facilities	X		
Landscaping and Screening	X		
Site Design	X		
Natural Environment	X		
Utilities	X		

#### **RECOMMENDATIONS:**

- 1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Amendment to a Planned Unit Development with the following conditions:
  - a. Developed in accordance with the plans prepared by Advantage Consulting Engineers dated Jan 3, 2025.
  - b. The Amendment to a Planned Unit Development be granted solely to KMS Investments LLC and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC.
  - c. A DuPage County Stormwater Management Certification is required.
  - d. PCBMPs are required.
  - e. A National Pollutant Discharge Elimination System (NPDES) permit is required.
  - f. The project requires Stormwater Management Certification.
  - g. A DuPage County Division of Transportation highway permit is required.
  - h. An IEPA-Sanitary is required.
  - i. A Stormwater Management Easement over the proposed BMP facilities is required.
  - j. A stormwater management report must be provided following the DuPage County tabular stormwater report format.
  - k. 100-yr conveyance route shall be designed through the site.
  - 1. Provide AutoTurn for site circulation and ingress/egress at all driveways in addition to the provided turning templates showing the AASHTO design vehicle that will be utilizing the site (WB-65, WB-55, etc.).
  - m. A sidewalk within the Grand Avenue rights-of-way must be provided.
  - n. Fire hydrants shall be installed around the perimeter of the property every 300 feet.

- o. A fire hydrant must be installed within 40 to 100 feet of the fire department connection.
- p. Water flow tests must be up to date for the water main system.
- q. The necessary number of short-term bicycle parking spaces shall be determined during the permitting process.
- r. If snow storage is not included on-site, an off-site snow storage plan must be approved by Zoning Administrator prior to permit approval.
- s. A pedestrian circulation system plan to be approved by Zoning Administrator prior to permit approval.
- t. Additional trees shall be added to the site on the final landscape plan where feasible. Landscape islands should have additional trees when feasible. Final Landscape plan to be approved by Zoning Administrator prior to permit approval.
- u. Plant species diversity requirements must be met and reflected on Final Landscape Plan.
- v. Landscape islands must meet Village Code.
- w. A shared parking agreement with the recreation properties to the north must be presented to the Zoning Administrator prior to the issuance of the Certificate of Occupancy.
- x. Sidewalks will be installed connecting to the sites to the north.
- y. KMS Investments LLC shall coordinate regarding a parking enforcement agreement with the Bensenville Police Department prior to the issuance of the Certificate of Occupancy.
- z. No tailgating or alcoholic beverages allowed in the parking area.

Respectfully Submitted, Department of Community & Economic Development



# LEGAL DESRIPTION:

LOTS 2 AND LOT 3 IN SEXTON PROPERTY REDEVELOPMENT RECORDED MAY 19, 2017 AS DOCUMENT NO. R2017-049227, A RESUBDIVISION OF SEXTON PROPERTY REDEVELOPMENT RECORDED AUGUST 2, 2002 AS DOCUMENT NO. R2002-198616 BEING A SUBDIVISION PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

## KNOWN AS:

LOTS 2 AND 3, SEXTON PROPERTY REDEVELOPMENT, BENSENVILLE, ILLINOIS 60106

# PINS:

LOT 2: 03-25-200-013 (AREA = 1.625 AC) LOT 3: 03-25-200-012 (AREA = 2.767 AC) Village of Bensenville Board Room 12 South Center Street DuPage and Cook Counties Bensenville, IL, 60106

#### MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

January 7, 2025

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

**ROLL CALL:** Upon roll call the following Commissioners were present:

Rowe, Chambers, King, Marcotte, Rott

Absent: Ciula, Wasowicz A quorum was present.

STAFF PRESENT: K. Pozsgay, K. Quinn, C. Williamsen

**JOURNAL OF** 

**PROCEEDINGS:** The minutes of the Community Development Commission

Meeting of the December 3, 2024 were presented.

Motion: Commissioner King made a motion to approve the minutes as

presented. Commissioner Marcotte seconded the motion.

All were in favor. Motion carried.

Director of Community and Economic Development, Kurtis

Pozsgay and Village Planner, Kevin Quinn were present and sworn

in by Chairman Rowe.

**PUBLIC** 

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

Public Hearing: CDC Case Number 2024-12
Petitioner: KMS Investments LLC

**Location:** 477 Lot 2 and 3, Sexton Property Redevelopment

**Request:** Planned Unit Development Amendment

*Municipal Code 10 – 4 – 4* 

\*With the following Code Departures

C-2 District Requirements; Principal Entrance Location

*Municipal Code* 10 – 6 – 18 – 1G

Off-Street Parking Requirements

Municipal Code 10 - 8 - 2 - 1

Community Development Commission Meeting Minutes January 7, 2025 Page 2

Pedestrian Circulation Systems *Municipal Code 10 – 8 – 7* 

Maximum Driveway Width

Municipal Code 10-8-8-1

Driveway Apron

Municipal Code 10-8-8F-2

Street Tree Frequency

Municipal Code 10-9-4B-1

Tree Canopy Coverage

Municipal Code 10 - 9 - 5A

Minimum Parking Lot Perimeter Landscape

*Municipal Code* 10 - 9 - 5B - 1

Parking Lot Interior Landscape Islands

Municipal Code 10-9-5C-1

Motion: Commissioner Marcotte made a motion to open CDC Case No.

2024-12. Commissioner Rott seconded the motion.

**ROLL CALL:** Upon roll call the following Commissioners were present:

Rowe, Chambers, King, Marcotte, Rott

Absent: Ciula, Wasowicz A quorum was present.

Chairman Rowe opened CDC Case No. 2024-12 at 6:33 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on December 19, 2024. Mr. Quinn stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted one Notice of Public Hearing sign on the property, visible from the public way on December 18, 2024. Mr. Quinn stated on December 18, 2024 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300' of the property in question. Mr. Quinn stated an affidavit of mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner, KMS Investments LLC, is seeking approval of a PUD Amendment for the construction of two hotels and a restaurant.

Mr. Quinn stated the existing PUD (for a Country Inn & Suites) was approved in 2001 and amended in 2015 to include a Holiday Inn Express & Suites with additional parking. Mr. Quinn stated there was an additional site plan review in 2002. The hotels would be located at the northeast corner of the intersection of Grand Avenue and Commerce Court, across the street from the existing two hotels. Mr. Quinn stated the southern hotel would be a Hyatt Studio (120 rooms), and the northern hotel would be a dual Hilton hotel (151 rooms). Mr. Quinn stated the proposed development has 297 parking spaces, shared between the two hotels and a restaurant (10,000 square feet). Mr. Quinn stated the proposed development falls within a C-2 Commercial District. Mr. Quinn stated the Hyatt is proposed to be 79,424 SF and the dual hotel is proposed to be 79,752 SF.

Sonny Shah, owner of KMS Investments LLC Thakar Patel, Engineer were both present and sworn in by Chairman Rowe. Mr. Patel reviewed the vision for the proposed site. Mr. Patel stated the current owner and operator of the two hotels on site are the same that plan to build the new hotels.

Commissioner Chambers asked if water run off would be discharged into the existing creek on site. Mr. Patel stated no, they are going to construct a retention basin on site for excess water runoff.

Commissioner Chambers asked if a traffic study was conducted. Mr. Patel stated no. Mr. Pozsgay stated the County of DuPage would most likely require a traffic study as part of their approval process.

#### **Public Comment**

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

Mr. Quinn reviewed the approval standards for proposed Planned Unit Development consisting of:

1. **Comprehensive Plan:** The proposed planned unit development fulfills the objectives of the Comprehensive Plan, and other land use policies of the Village, through an innovative and creative approach to the development of land.

**Applicant's Response:** The proposed hospitality campus is in compliance with the ordinance approved by Village under

ordinance number 23-2001, dated May 1, 2001. The campus designed with shared access, parking etc. rather than series of uncoordinated separate uses exemplifies the creativity of this PUD application.

2. **Public Facilities:** The proposed planned unit development will provide walkways, driveways, streets, parking facilities, loading facilities, exterior lighting, and traffic control devices that adequately serve the uses within the development, promote improved access to public transportation, and provide for safe motor vehicle, bicycle, and pedestrian traffic to and from the site.

**Applicant's Response:** As indicated in submitted PUD documents, the campus is designed with walkways, driveways, parking areas, loading facilities where required, lighting of parking area and building areas.

3. Landscaping and Screening: The proposed planned unit development will provide landscaping and screening that enhances the Village's character and livability, improves air and water quality, reduces noise, provides buffers, and facilitates transitions between different types of use.

**Applicant's Response:** The proposed PUD development will provide landscaping and screening required per Village and all different franchise requirements. The landscaping and native planted detention system will improve air and water quality.

4. **Site Design:** The proposed planned unit development will incorporate sustainable and low impact site design and development principles.

**Applicant's Response:** The proposed PUD development has unique site design to locate hotels and shared parking for guest use. Due to shared parking need for this development, we reduced parking areas significantly.

5. **Natural Environment:** The proposed planned unit development will protect the community's natural environment to the great extent practical, including existing natural features, water courses, trees, and native vegetation.

**Applicant's Response:** The design of the PUD is as consistent as practical with preservation of any natural features. The proposed PUD development site does not contain any flood plain, wetland etc.

6. **Utilities:** The proposed planned unit development will be provided with underground installation of utilities when feasible, including electricity, cable, and telephone, as well as appropriate facilities for storm sewers, stormwater retention, and stormwater detention.

**Applicant's Response:** The PUD development has been designed with utilities and some utilities have been installed already and are in operation. Storm water detention is provide for this development and is already built.

#### Mr. Quinn stated:

- 1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Amendment to a Planned Unit Development with the following conditions:
  - a. Developed in accordance with the plans prepared by Advantage Consulting Engineers dated January 3, 2025.
  - b. The Amendment to a Planned Unit Development be granted solely to KMS Investments LLC and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC.
  - c. A DuPage County Stormwater Management Certification is required.
  - d. PCBMPs are required.
  - e. A National Pollutant Discharge Elimination System (NPDES) permit is required.
  - f. The project requires Stormwater Management Certification.
  - g. A DuPage County Division of Transportation highway permit is required.
  - h. An IEPA-Sanitary is required.
  - i. A Stormwater Management Easement over the proposed BMP facilities is required.
  - A stormwater management report must be provided following the DuPage County tabular stormwater report format.
  - k. 100-yr conveyance route shall be designed through the site.
  - 1. Provide AutoTurn for site circulation and ingress/egress at all driveways in addition to the provided turning

- templates showing the AASHTO design vehicle that will be utilizing the site (WB-65, WB-55, etc.).
- m. A sidewalk within the Grand Avenue rights-of-way must be provided.
- n. Fire hydrants shall be installed around the perimeter of the property every 300 feet.
- o. A fire hydrant must be installed within 40 to 100 feet of the fire department connection.
- p. Water flow tests must be up to date for the water main system.
- q. The necessary number of short-term bicycle parking spaces shall be determined during the permitting process.
- r. If snow storage is not included on-site, an off-site snow storage plan must be approved by Zoning Administrator prior to permit approval.
- s. A pedestrian circulation system plan to be approved by Zoning Administrator prior to permit approval.
- t. Additional trees shall be added to the site on the final landscape plan where feasible. Landscape islands should have additional trees when feasible. Final Landscape plan to be approved by Zoning Administrator prior to permit approval.
- u. Plant species diversity requirements must be met and reflected on Final Landscape Plan.
- v. Landscape islands must meet Village Code.
- w. A shared parking agreement with the recreation properties to the north must be presented to the Zoning Administrator prior to the issuance of the Certificate of Occupancy.
- x. Sidewalks will be installed connecting to the sites to the north.
- y. KMS Investments LLC shall coordinate regarding a parking enforcement agreement with the Bensenville Police Department prior to the issuance of the Certificate of Occupancy.
- z. No tailgating or alcoholic beverages allowed in the parking area.

There were no questions from the Commission.

Motion: Commissioner Rott made a motion to close CDC Case No. 2024-

12. Commissioner Chambers seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2024-12 at 6:44 p.m.

Motion: Commissioner Rott made a motion to approve Planned Unit

Development Amendment, Municipal Code 10-4-4 with Code Departures and with Staff's Recommendations. Commissioner

Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

**Public Hearing:** CDC Case Number 2024-22

**Petitioner:** Toy Barn, Inc. **Location:** 1081 Entry Drive

**Request:** Special Use Permit, Vocational School

Municipal Code 10-7-2-1

Motion: Commissioner Rott made a motion to open CDC Case No. 2024-

22. Commissioner Marcotte seconded the motion.

**ROLL CALL:** Upon roll call the following Commissioners were present:

Rowe, Chambers, King, Marcotte, Rott

Absent: Ciula, Wasowicz A quorum was present.

Chairman Rowe opened CDC Case No. 2024-22 at 6:47 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on December 19, 2024. Mr. Quinn stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the

Community & Economic Development Department during regular

business hours.

Mr. Quinn stated the Petitioner, Toy Barn, Inc., is seeking to appeal a previous decision of the Community Development

Commission case 2024-22, in which the CDC voted 0-6 to recommend approval of a Special Use Permit, Motor Vehicle Repair and/or Service at 1081 Entry Dr. The summary of the previous case is below.

The Petitioner, Toy Barn, Inc. (represented by Andy Samovsky), is seeking approval of a special use permit for motor vehicle repair and/or service. According to the applicant, they "now buy lightly damaged vehicles, we repair them and then we sell them." The work is done in a 3,800 square foot unit. The property is currently within an I-1 Light Industrial District, where motor vehicle repair and/or service are allowed with a special use permit.

Mr. Marshal Subach, Attorney was present and sworn in by Chairman Rowe. Mr. Subach stated he was retained by the applicant after the Community Development's recommendation of denial to the Village Board. Mr. Subach stated he asked, and was granted by the Village Board to have this matter referred back to the Community Development Commission for additional evidence for his client. Mr. Subach stated he client is an operator of one unit withing a multi-tenant building. Mr. Subach stated his client has operated the space since 2018 and has always received his business license. Mr. Subach stated once the pandemic hit, his clients business changed and he began to fix cars that he purchases for resale. Mr. Subach stated his client only repairs his own vehicle and no one from the outside. Mr. Subach stated his client has no outdoor storage. Mr. Subach stated the previous tenant, Tiger Auto Body was granted a special use permit for auto repair and his client is operating in the same capacity as them. Mr. Subach reviewed the finding of fact for his client as seen inside the agenda packet. Mr. Subach stated if the Village denies his clients request, he would be put out of business. Mr. Subach stated his client wants to work with Fenton High School to offer a paid internship program for students.

Commissioner Chambers asked if there are any environmental concerns with the property. Mr. Subach stated his client has installed a triple basin and will get proper approval for a paint booth should his request be granted.

Commissioner Rott asked what type of auto work was being conducted on site. Andy Samovsky, owner of Toy Barn, Inc. was present and sworn in by Chairman Rowe. Mr. Samovsky stated they only work on auto body, nothing else.

Commissioner Marcotte asked if the building has property air ventilation. Mr. Samovsky stated yes and he is willing to install whatever the Village requires should he be approved.

### **Public Comment**

Chairman Rowe asked if there were any members of the Public that would like to make comment.

### <u>Linda Brandtland – 915 John Street, Bensenville, Illinois 60106</u>

Ms. Brandtland was present and sworn in by Chairman Rowe. Ms. Brandtland stated when she looked the company up online, there were two businesses listed for the site. Mr. Brandtland stated that vehicle repair business are an issue in Bensenville, especially in the I-1 District.

Mr. Samovsky stated there is a Toy Barn, Inc. located in Ohio and he was contacted by them threating a lawsuit and to change his name of operation; so he changed his name of operation on Google and is in the process of updating his paperwork with the State of Illinois.

### Mr. Quinn stated:

- 1. Staff recommends the Denial of the Findings of Fact and therefore the denial of the Special Use Permit with the following conditions:
  - a. Should the CDC or Village Board recommend approval, staff recommends the following conditions:
    - i. The Special Use Permit be granted solely to Toy Barn Inc and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.

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- ii. A triple catch basin must be installed.
- iii. All areas where water is pumped must flow through the triple basin.
- iv. A spray booth must be installed.
- v. The fire alarm system must be upgraded.
- vi. The sprinkler system must be connected to the spray booth.
- vii. The unit must be cleaned up.
- viii. The paint mixing area must be properly ventilated.
- ix. No outdoor storage of motor vehicles is permitted.
- x. No outdoor sales are permitted.

Commissioner King stated that it seems like the petitioner has met requirements from the Village and asked Staff for their reason of denial. Mr. Pozsgay stated the Village has had a long history with non-compliance from the petitioner and the code has since changed since the last operator was in the space; the location no longer meets the requirements for the proposed special use.

Motion: Commissioner Chambers made a motion to close CDC Case No.

2024-22. Commissioner Rott seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2024-22 at 7:18 p.m.

Motion: Commissioner Rott made a motion to approve Special Use Permit,

Vocational School, Municipal Code Section 10-7-2-1 with Staff's Recommendations. Commissioner Marcotte seconded the motion.

Nays: Rowe, Chambers, King, Marcotte

Motion failed.

Ayes: Rott

ROLL CALL:

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**Public Hearing:** CDC Case Number 2024-35

**Petitioner:** SunVest Solar **Location:** 1010 Foster Avenue

**Request:** Variation, Solar Energy Collection System Ground-Mounted

**Systems Location** 

*Municipal Code Section* 10-7-4C-23b-1

Motion: Commissioner Rott made a motion to open CDC Case No. 2024-

35. Commissioner Marcotte seconded the motion.

**ROLL CALL:** Upon roll call the following Commissioners were present:

Rowe, Chambers, King, Marcotte, Rott,

Absent: Ciula, Wasowicz A quorum was present.

Chairman Rowe opened CDC Case No. 2024-35 at 7:20 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on November 14, 2024. Mr. Quinn stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted one Notice of Public Hearing sign on the property, visible from the public way on November 13, 2024. Mr. Quinn stated on November 13, 2024 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300' of the property in question. Mr. Quinn stated an affidavit of mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner, SunVest Solar, is seeking a variance to locate the mechanical portion of a solar energy collection system in the front yard. Mr. Quinn stated the property, 1010 Foster, is a corner side lot with two front yards, and based on an aerial inspection, may be legal non-conforming with the south side of the building in regard to the minimum interior side setback. Mr. Quinn stated the west side of the property is used for parking. Mr. Quinn stated the property falls within an I-2 General Industrial District, bordering to the west an R-3 Single-Unit Dwelling District. Mr. Quinn stated the petitioner has indicated that they would screen the proposed equipment on three sides in accordance with Village Code.

Hosni Kadi, representative of Prologis was present and sworn in by Chairman Rowe. Mr. Kadi stated engineering and surveying has been completed for the proposed project. Mr. Kadi stated Prologis buildings are converting to this technology. Mr. Kadi stated ten Prologis buildings in Bensenville are transitioning and this variance is needed at this location because of the placement of the equipment. Mr. Kadi stated they have revised their plans and will be placing the equipment on site, rather than on the front yard of the property.

There were no questions from the Commission.

### **Public Comment**

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

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

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

Applicant's Response: Yes, the proposed variation will not endanger the health, safety, comfort, convenience, and general welfare of the public.

2. **Compatible with Surrounding Character:** The proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

Applicant's Response: Yes, the proposed variation is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed variation.

3. **Undue Hardship**: The proposed variation alleviates an undue hardship created by the literal enforcement of this title.

Applicant's Response: Yes, the proposed variation alleviates an undue hardship created by the literal enforcement of this title.

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

Applicant's Response: Yes, the proposed variation is necessary due to the unique physical attributes of the subject property, which were not deliberately created by the applicant.

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

Applicant's Response: Yes, the proposed variation represents the minimum deviation from the regulations of this title necessary to accomplish the desired improvement of the subject property.

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

Applicant's Response: Yes, the proposed variation is consistent with the intent of the Comprehensive Plan, this title, and other land use policies of the Village.

Mr. Quinn stated:

- 1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Variation, with the following conditions:
  - i. All solar energy collection system groundmounted systems must be properly screened in accordance with Village standards.
  - ii. All energy collection system ground-mounted systems must not be located in the public right-of-way.

Plans must match those submitted by SunVest Solar LLC on 12.17.24

Mr. Pozsgay stated that the Village is supportive of the initiative from Prologis but explained the Village has never approved such a request for location and that Staff feels there is room on site for the required equipment.

There were no questions from the Commission.

Community Development Commission Meeting Minutes January 7, 2025

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Motion: Commissioner Rott made a motion to close CDC Case No. 2024-

35. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2024-35 at 7:26 p.m.

Motion: Commissioner Chambers made a motion to approve Variation,

Solar Energy Collection System Ground-Mounted Systems Location; Municipal Code Section 10-7-4C-23b-1 with Staff's Recommendations. Commissioner Rott seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

Public Hearing: CDC Case Number 2025-01
Petitioner: Village of Bensenville
Village of Bensenville

**Request:** Text Amendments, Municipal Code Section Title 10 (Zoning

Ordinance), Chapter 7 (Uses)

*Municipal Code Section* 10-3-6

Motion: Commissioner Marcotte made a motion to open CDC Case No.

2025-01. Commissioner Rott seconded the motion.

**ROLL CALL:** Upon roll call the following Commissioners were present:

Rowe, Chambers, King, Marcotte, Rott,

Absent: Ciula, Wasowicz A quorum was present.

Chairman Rowe opened CDC Case No. 2025-01 at 7:28 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on December 19, 2024. Mr. Quinn stated a certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the

Community & Economic Development Department during regular

business hours.

Mr. Quinn stated the Village of Bensenville is seeking the aforementioned text amendments in order to refine the 2019 Village Zoning Ordinance. Mr. Quinn stated in late 2018, the Village underwent a complete overhaul of its current Zoning Ordinance, which had been adopted in 1999. Mr. Quinn stated since the introduction of the current Ordinance, Staff has been able to identify certain shortcomings while enforcing the regulations and implementing the refurnished zoning application procedures. Mr. Quinn stated the proposed amendment is summarized as follows:

- Establishment of additional location standards for Mechanical Equipment, to allow them to be located in the interior side yard in industrial districts

There were no questions from the Commission.

### **Public Comment**

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

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

1. **Public Welfare:** The proposed amendments will not endanger the health, safety, comfort, convenience, and general welfare of the public.

Applicant's Response: Since the adoption of the 2019 Zoning Ordinance, a complete overhaul of the previous Code, Staff has been able to find areas for improvement within the code.

The amendment to the code requirements for Mechanical Equipment will not endanger the health, safety, comfort, convenience, and general welfares of the public. The proposed amendment for Mechanical Equipment location clarify aspects of the installation process for Mechanical Equipment and make the process more accessible for those in industrial districts. The proposed amendments keep in consideration and ensure that the general welfare of the public is not impacted.

2. **Amendment Objective:** The proposed amendments correct an error, add clarification, or reflect a change in policy.

Applicant's Response: The proposed amendments are requested to improve and refine the Zoning Ordinance to allow for orderly development in accordance with modern development techniques and add clarification and flexibility for common residential and commercial property zoning considerations.

3. Consistent with Ordinance and Plan: The proposed amendments are consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Applicant's Response: The proposed amendments are consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village. Amendments do not contrast Village goals and guidelines, as the amendments are focused on maintaining and promoting orderly land use patterns and development, protect the Village's quality of life and the character of its neighborhoods by ensuring that development is compatible and cohesive, and to promote development that sustainably manages environmentally sensitive issues.

Mr. Quinn stated Staff recommends the Approval of the above Findings of Fact and therefore the Approval of the Text Amendments to the Municipal Code Section Title 10 (Zoning Ordinance), Chapter 7 (Uses).

There were no questions from the Commission.

Motion: Commissioner Marcotte made a motion to close CDC Case No.

2025-01. Commissioner Rott seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-01 at 7:31 p.m.

Community Development Commission Meeting Minutes January 7, 2025

Page 17

Motion: Commissioner Marcotte made a motion to approve Text

Amendments Municipal Code Section Title 10 (Zoning

Ordinance), Chapter 7 (Uses); Municipal Code Section 10-3-6.

Commissioner Rott seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

Report from Community

**Development:** Mr. Quinn reviewed both recent CDC cases along with upcoming

cases.

**ADJOURNMENT:** There being no further business before the Community

Development Commission, Commissioner Chambers made a motion to adjourn the meeting. Commissioner Rott seconded the

motion.

All were in favor. Motion carried.

The meeting was adjourned at 7:33 p.m.

ORDINANCE #	
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# AN ORDINANCE APPROVING AN AMENDMENT TO THE SEXTON PROPERTY REDEVELOPMENT PLANNED UNIT DEVELOPMENT TO CONSTRUCT A SPORTS COMPLEX AT LOTS 2 AND 3, SEXTON PROPERTY REDEVELOPMENT, BENSENVILLE, ILLINOIS

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

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

**WHEREAS**, the Corporate Authorities previously adopted Ordinance No. 23-2001 and 34-2002 granting approval of a Planned Unit Development at 777 & 811 E Grand, Bensenville, Illinois, which contains multiple hotels (the "Sexton Property Redevelopment PUD"); and

WHEREAS, KMS Investments LLC of 811 E Grand Avenue, Bensenville, Illinois, 60106 (the "Owner" and the "Applicant") filed an application for a Major Amendment to a Planned Unit Development, pursuant to Section 10-4-4 of the Zoning Ordinance (the "Application"), to allow the construction of second sports complex within the Sexton Property Redevelopment PUD (the "Amended PUD") on a portion of the Owner's property located at Lots 2 and 3, Sexton Property Redevelopment, Bensenville, Illinois as legally described in Exhibit A, attached hereto and incorporated herein by reference (the "Subject Property"). A copy of said application with all supporting documents is contained on file in the Community and Economic Development Department as Exhibit B; and

**WHEREAS**, the Applicant has requested departures from the Zoning Ordinance in order to permit the sports complex within the Amended PUD ("Code Departures"), specifically:

- A. Deviation from Table 10-6-18-1G of the Zoning Ordinance, to locate the Principal Entrance Location in the rear yard, as shown in the Plans and Specifications set forth in Exhibit "B";
- B. Deviation from Table 10-8-2-1 of the Zoning Ordinance, to reduce the Off-Street Parking Requirements to 296 spaces, as shown in Exhibit "B";
- C. Deviation from Table 10-8-8-1 of the Zoning Ordinance, to increase the maximum allowable two-way driveway width to 28 feet, as shown in Exhibit "B";
- D. Deviation from Section 10-8-8F-2 of the Zoning Ordinance, to increase the maximum driveway apron width to 10 feet, as shown in Exhibit "B";
- E. Deviation from Section 10-9-4B-1 of the Zoning Ordinance, to reduce the street tree frequency requirements, as shown in Exhibit "B";
- F. Deviation from Section 10-9-5A of the Zoning Ordinance, to reduce the tree canopy coverage requirements, as shown in Exhibit "B";
- G. Deviation from Section 10-9-5B-1 of the Zoning Ordinance, to adjust the minimum parking lot perimeter landscaping requirements, as shown in Exhibit "B";
- H. Deviation from Section 10-9-5C-1, to increase the maximum distance between landscape islands from 10 spaces to 22 spaces, as shown in Exhibit "B";
- I. Deviation from Section 10-9-5C-4, to lower the minimum number of trees per landscape island from 2 to 1, as shown in Exhibit "B";

WHEREAS, the Village published Notice of Public Hearing with respect to the Variations in the *Bensenville Independent* on Thursday, December 19, 2024, and notice was also given via posting of one Public Hearing Sign on the Subject Property on Wednesday, December 18, 2024, and via First Class mail to taxpayers of record within 300 feet of the Subject Property on Wednesday, December 18, 2024, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

**WHEREAS**, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on January 7, 2025 (the "*Public Hearing*"), as

required by the statutes of the State of Illinois and the ordinances of the Village, at which time all persons present were afforded an opportunity to be heard; and

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

WHEREAS, the Corporate Authorities have duly considered the Community Development Commission's recommendation and findings of fact, along with the Application itself, all other relevant materials, and the Zoning Administrator's Site Plan Approval, and have determined that approval of the Amended PUD and Code Departures, as recommended by the Community Development Commission, with conditions, is consistent with the Zoning Ordinance; and

WHEREAS, the Corporate Authorities deem it advisable and in the best interest of the health, safety, and welfare of the residents of the Village to grant the Major Amendment to the Sexton Property Redevelopment PUD, including the Code Departures requested and subject to the conditions identified herein.

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

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

**Section 2.** That the Subject Property is currently zoned within the Sexton Property Redevelopment PUD, with the underlying zoning classification of C-2: Commercial District, which zoning classification shall remain in effect subject to the Amended PUD approved herein.

**Section 3.** That the Corporate Authorities hereby adopt by reference the findings of fact of the Community Development Commission as findings of the Village President and the Board of Trustees as if completely set forth herein, and find that the Amended PUD is proper and necessary, with the Code Departures and Zoning Ordinance exceptions sought by the Applicant.

**Section 4.** That in addition to the findings set forth in Section 3 hereof, the Corporate Authorities further find as to the standards of a planned unit development in relation to the Amended PUD:

- i. The Amended PUD fulfills the objectives of the Comprehensive Plan and other land use policies of the Village, through an innovative and creative approach to the development of land.
- ii. The Amended PUD will provide walkways, driveways, streets, parking facilities, loading facilities, exterior lighting, and traffic control devices that adequately serve the uses within the development, promote improved access to public transportation, and provide for safe motor vehicle, bicycle, and pedestrian traffic to and from the site.
- iii. The Amended PUD will provide landscaping and screening that enhances the Village's character and livability, improves air and water quality, reduces noise, provides buffers, and facilitates transitions between different types of uses.
- iv. The Amended PUD will incorporate sustainable and low impact site design and development principles.
- v. The Amended PUD will protect the community's natural environment to the greatest extent practical, including existing natural features, water courses, trees, and native vegetation.
- vi. The Amended PUD will be provided with underground installation of utilities when feasible, including electricity, cable, and telephone, as well as appropriate facilities for storm sewers, stormwater retention, and stormwater detention.

Section 5. That the major amendment to the Bo Jackson Elite Sports Dome Complex Planned Unit Development to construct a sports complex at the northwest corner of the intersection of Grand Avenue and County Line Road in Bensenville, Illinois as legally described in <a href="Exhibit A">Exhibit A</a>, with the requested Code Departures, is hereby approved, provided that the Amended PUD is constructed in substantial conformance with the following plans and specifications related to the development of the Amended PUD (collectively, the "Plans and Specifications"), except as may be amended pursuant to Section 7 of this Ordinance:

- i. Application: submitted by Applicant on October 31, 2024 (Exhibit B-1; the "Application");
- ii. Project Description: submitted by Applicant, dated October 31, 2024 (<u>Exhibit B-2</u>; the "*Project Description*");
- iii. Site Plan: prepared by Advantage Consulting Engineers on January 3, 2024 (Exhibit B-3; the "Site Plan");

The Plans and Specifications are hereby approved by this Ordinance.

**Section 6.** That the Amended PUD granted herein is further subject to the following conditions and restrictions:

- a. Developed in accordance with the plans prepared by Advantage Consulting Engineers dated January 3, 2025.
- b. The Amendment to a Planned Unit Development be granted solely to KMS Investments LLC and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC.
- c. A DuPage County Stormwater Management Certification is required.
- d. PCBMPs are required.
- e. A National Pollutant Discharge Elimination System (NPDES) permit is required.
- f. The project requires Stormwater Management Certification.
- g. A DuPage County Division of Transportation highway permit is required.
- h. An IEPA-Sanitary is required.
- i. A Stormwater Management Easement over the proposed BMP facilities is required.
- j. A stormwater management report must be provided following the DuPage County tabular stormwater report format.
- k. 100-yr conveyance route shall be designed through the site.

- 1. Provide AutoTurn for site circulation and ingress/egress at all driveways in addition to the provided turning templates showing the AASHTO design vehicle that will be utilizing the site (WB-65, WB-55, etc.).
- m. A sidewalk within the Grand Avenue rights-of-way must be provided.
- n. Fire hydrants shall be installed around the perimeter of the property every 300 feet.
- o. A fire hydrant must be installed within 40 to 100 feet of the fire department connection.
- p. Water flow tests must be up to date for the water main system.
- q. The necessary number of short-term bicycle parking spaces shall be determined during the permitting process.
- r. If snow storage is not included on-site, an off-site snow storage plan must be approved by Zoning Administrator prior to permit approval.
- s. A pedestrian circulation system plan to be approved by Zoning Administrator prior to permit approval.
- t. Additional trees shall be added to the site on the final landscape plan where feasible. Landscape islands should have additional trees when feasible. Final Landscape plan to be approved by Zoning Administrator prior to permit approval.
- u. Plant species diversity requirements must be met and reflected on Final Landscape Plan.
- v. Landscape islands must meet Village Code.
- w. Sidewalks will be installed connecting to the sites to the north.
- x. KMS Investments LLC shall coordinate regarding a parking enforcement agreement with the Bensenville Police Department prior to the issuance of the Certificate of Occupancy.
- y. No tailgating or alcoholic beverages allowed in the parking area.

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

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

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

**Section 10**. All sections of Ordinance No. 34-2002 not altered in this Ordinance or another amending ordinance shall remain in full force and effect.

**Section 11.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

**Section 12.** All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 13.** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 28<sup>th</sup> day of January 2025, pursuant to a roll call vote, as follows:

	APPROVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
AYES:	
NAYES:	
ABSENT:	

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

The Legal Description is as follows:

LOTS 2 AND 3 IN SEXTON PROPERTY REDEVELOPMENT RECORDED MAY 19, 2017 AS DOCUMENT NO. 42017-049227, A RESUBDIVISION OF SEXTON PROPERTY REDEVELOPMENT RECORDED AUGUST 2, 2002 AS DOCUMENT NO. R2002-198616 BEING A SUBDIVISION PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as Lots 2 and 3, Sexton Property Redevelopment, Bensenville Illinois 60106.

Ordinance # \_\_\_\_- 2025 Exhibit "B" Plans and Specifications

On file in the Community and Economic Development Department.

Ordinance # \_\_\_\_ - 2025 Exhibit "C" Findings of Fact

Mr. Quinn reviewed the approval standards for proposed Planned Unit Development consisting of:

1. **Comprehensive Plan:** The proposed planned unit development fulfills the objectives of the Comprehensive Plan, and other land use policies of the Village, through an innovative and creative approach to the development of land.

**Applicant's Response:** The proposed hospitality campus is in compliance with the ordinance approved by Village under ordinance number 23-2001, dated May 1, 2001. The campus designed with shared access, parking etc. rather than series of uncoordinated separate uses exemplifies the creativity of this PUD application.

2. **Public Facilities:** The proposed planned unit development will provide walkways, driveways, streets, parking facilities, loading facilities, exterior lighting, and traffic control devices that adequately serve the uses within the development, promote improved access to public transportation, and provide for safe motor vehicle, bicycle, and pedestrian traffic to and from the site.

**Applicant's Response:** As indicated in submitted PUD documents, the campus is designed with walkways, driveways, parking areas, loading facilities where required, lighting of parking area and building areas.

3. Landscaping and Screening: The proposed planned unit development will provide landscaping and screening that enhances the Village's character and livability, improves air and water quality, reduces noise, provides buffers, and facilitates transitions between different types of use.

**Applicant's Response:** The proposed PUD development will provide landscaping and screening required per Village and all different franchise requirements. The landscaping and native planted detention system will improve air and water quality.

4. **Site Design:** The proposed planned unit development will incorporate sustainable and low impact site design and development principles.

**Applicant's Response:** The proposed PUD development has unique site design to locate hotels and shared parking for guest use. Due to shared parking need for this development, we reduced parking areas significantly.

5. **Natural Environment:** The proposed planned unit development will protect the community's natural environment to the great extent practical, including existing natural features, water courses, trees, and native vegetation.

**Applicant's Response:** The design of the PUD is as consistent as practical with preservation of any natural features. The proposed PUD development site does not contain any flood plain, wetland etc.

6. **Utilities:** The proposed planned unit development will be provided with underground installation of utilities when feasible, including electricity, cable, and telephone, as well as appropriate facilities for storm sewers, stormwater retention, and stormwater detention.

**Applicant's Response:** The PUD development has been designed with utilities and some utilities have been installed already and are in operation. Storm water detention is provide for this development and is already built.

### Mr. Quinn stated:

- 1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Amendment to a Planned Unit Development with the following conditions:
  - a. Developed in accordance with the plans prepared by Advantage Consulting Engineers dated January 3, 2025.
  - b. The Amendment to a Planned Unit Development be granted solely to KMS Investments LLC and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a reoccupancy of this property, the new occupants shall appear before a Public Meeting of the CDC.
  - c. A DuPage County Stormwater Management Certification is required.
  - d. PCBMPs are required.
  - e. A National Pollutant Discharge Elimination System (NPDES) permit is required.
  - f. The project requires Stormwater Management Certification.
  - g. A DuPage County Division of Transportation highway permit is required.
  - h. An IEPA-Sanitary is required.
  - i. A Stormwater Management Easement over the proposed BMP facilities is required.
  - j. A stormwater management report must be provided following the DuPage County tabular stormwater report format.

- k. 100-yr conveyance route shall be designed through the site.
- 1. Provide AutoTurn for site circulation and ingress/egress at all driveways in addition to the provided turning templates showing the AASHTO design vehicle that will be utilizing the site (WB-65, WB-55, etc.).
- m. A sidewalk within the Grand Avenue rights-of-way must be provided.
- n. Fire hydrants shall be installed around the perimeter of the property every 300 feet.
- o. A fire hydrant must be installed within 40 to 100 feet of the fire department connection.
- p. Water flow tests must be up to date for the water main system.
- q. The necessary number of short-term bicycle parking spaces shall be determined during the permitting process.
- r. If snow storage is not included on-site, an off-site snow storage plan must be approved by Zoning Administrator prior to permit approval.
- s. A pedestrian circulation system plan to be approved by Zoning Administrator prior to permit approval.
- t. Additional trees shall be added to the site on the final landscape plan where feasible. Landscape islands should have additional trees when feasible. Final Landscape plan to be approved by Zoning Administrator prior to permit approval.
- u. Plant species diversity requirements must be met and reflected on Final Landscape Plan.
- v. Landscape islands must meet Village Code.
- w. Sidewalks will be installed connecting to the sites to the north.
- x. KMS Investments LLC shall coordinate regarding a parking enforcement agreement with the Bensenville Police Department prior to the issuance of the Certificate of Occupancy.
- y. No tailgating or alcoholic beverages allowed in the parking area.

There were no questions from the Commission.

Motion: Commissioner Rott made a motion to close CDC Case No. 2024-12.

Commissioner Chambers seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2024-12 at 6:44 p.m.

Motion: Commissioner Rott made a motion to approve Planned Unit Development

Amendment, Municipal Code 10-4-4 with Code Departures and with Staff's Recommendations. Commissioner Marcotte seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, King, Marcotte, Rott

Nays: None

All were in favor. Motion carried.

TYPE: SUBMITTED BY: DEPARTMENT: DATE:

<u>Ordinance</u> <u>Joe Caracci</u> <u>Public Works</u> <u>February 25, 2025</u>

### **DESCRIPTION:**

Ordinance Designating Certain Property as Surplus and Authorizing the Disposition of the Same

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

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

COMMITTEE ACTION:	DATE:
N/A	N/A

#### **BACKGROUND:**

The Village routinely declares equipment, material, and assets surplus if there is no longer a need for them.

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

### **KEY ISSUES:**

The identified surplus items are as follows:

QTY	DESCRIPTION	VIN / SERIAL NUMBER
	DI () E OO TE470M	V011000000

1 Plotter - Epson SC-T5170M X9H2000208

1 Vehicle - 1988 Chevy Truck 1GBJ6T1E84V107451

1 Vehicle - 1996 Olympia ZAM RC9612574

1 Vehicle - 1997 Ford Van 1FTEE1427VHB23733 1 Vehicle - 2012 Ford F250 1FT7W2B66CEA59300 1 Vehicle - 2016 Ford Explorer 1FM5K8AR0GGA96821 1 Vehicle - 2020 Ford Explorer 1FM5K8AB1LGD18361 1 Vehicle - 2022 Ford F550 1FDWF36L84EA17841

All equipment with be disposed of in the most economic and responsible manner.

### **ALTERNATIVES:**

Discretion of the Village Board

#### RECOMMENDATION:

Staff recommends approval of the Ordinance designating certain property as surplus and authorizing the disposal, sale or environmentally disposing these items.

### **BUDGET IMPACT:**

Proceeds from the sale of the surplus equipment will be deposited in the appropriate revenue funds.

### **ACTION REQUIRED:**

Approval of an Ordinance Designating Certain Property as Surplus and Authorizing the Disposal.

### **ATTACHMENTS:**

<u>Upload Date</u> <u>Type</u>

ORD - Surplus Equipment - Feb 2025 (with attachments) 2/20/2025 Ordinance

### AN ORDINANCE DESIGNATING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING THE DISPOSITION OF THE SAME

WHEREAS, the Provisions of the Illinois Municipal Code (65 ILCS 5/11-76-4) authorize the sale, donation, or other disposition of surplus personal property when in the opinion of a majority of the corporate authorities the continued ownership of such personal property by the municipality is no longer necessary to, useful to or in the best interest of the municipality, and

WHEREAS, the Corporate Authorities of the Village of Bensenville have determined that the continued ownership by the Village of the property identified in Exhibit A is no longer necessary to, useful to or in the best interest of the Village of Bensenville, and authorize and direct the disposition thereof in accordance with the terms herein set forth.

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

<u>SECTION ONE:</u> RECITALS. The foregoing recitals are hereby incorporated into this Ordinance as if fully set forth herein.

SECTION TWO: DECLARATION AS SURPLUS; AUTHORIZATION OF DISPOSITION. The aforementioned property is hereby declared to be surplus, and the continued ownership thereof is determined to be no longer necessary to, useful to, or otherwise in the best interest of the Village, and the Department of Public Works is hereby authorized and directed to dispose of them by sale, auction, or donate, and if not accepted thereby, then by such other means of disposition as may be deemed expedient.

<u>SECTION THREE:</u> SEVERABILITY. That the various provisions of this Ordinance are to be considered severable and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

<u>SECTION FOUR</u>: CONFLICTS. All prior Ordinances and Resolutions, or parts thereof in conflict or inconsistent with this Ordinance are hereby expressly repealed only to the extent

of such conflict or inconsistency.

**SECTION FIVE:** This Ordinance shall be in full force and effect from and after its passage and approval according to law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, dated February 25, 2025.

	APPROVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
AYES:	
NAYS:	
ABSENT:	

QTY	DESCRIPTION	VIN / SERIAL NUMBER
1	Plotter - Epson SC-T5170M	X9H2000208

QTY	DESCRIPTION	VIN / SERIAL NUMBER
1	Vehicle #400 – 1988 Chevy Truck	1GBJ6T1E84V107451



QTY	DESCRIPTION	VIN / SERIAL NUMBER
1	Vehicle #01 - 1996 Olympia 2500 Ice Resurfacer	RC9612574



QTY	DESCRIPTION	VIN / SERIAL NUMBER
1	Vehicle #401 - 1997 Ford Van	1FTEE1427VHB23733



QTY	DESCRIPTION	VIN / SERIAL NUMBER
1	Vehicle #231 - 2012 Ford F250	1FT7W2B66CEA59300



QTY	DESCRIPTION	VIN / SERIAL NUMBER
1	Vehicle #316 - 2016 Ford Explorer	1FM5K8AR0GGA96821



QTY	DESCRIPTION	VIN / SERIAL NUMBER
1	Vehicle #302 – 2020 Ford Explorer	1FM5K8AB1LGD18361



QTY	DESCRIPTION	VIN / SERIAL NUMBER
1	Vehicle # 273 – 2003 Ford F550	1FDWF36L84EA17841



TYPE: SUBMITTED BY: DEPARTMENT: DATE:

Resolution Amanda Segreti Public Works February 25, 2025

### **DESCRIPTION:**

Resolution Authorizing the Execution of a Three (3) Year Contract with The Fields on Caton Farm for the 2025-2027 Tree Purchase and Delivery Contract in the Not-to-Exceed Amount of \$152,450

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

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

COMMITTEE ACTION:
N/A

DATE:
N/A

#### **BACKGROUND:**

In an effort to grow and diversify Village's rich urban forestry, Public Works plans to plant the following number of tree each year:

2025 105 in the Spring 105 in the Fall

2026 100 in the Spring 100 in the Fall

2027 100 in the Spring 100 in the Fall

A total of 250 trees are added to this three-year contract for the Tree Equity Grant for Disadvantaged Communities.

Trees are valuable, beneficial and necessary for the health of the public and the Planet. They produce oxygen, reduce harmful CO2 from atmosphere, promote respiratory health, enhance aesthetics, and increase property values. Tree canopies cool the streets in hot summer days, shield public from UV rays, absorb dust, wind, muffle sound from traffic, beautiful green sightings, living environment for various wild life and birds, slow storm water runoffs and generally increase the quality of human life.

### **KEY ISSUES:**

Public Works Department advertised the bid in January. Three (3) bids were received (opposed to one we have received over the years.) Results of the bid, (AS READ) are below:

Vendor & Contract Year	2025	2026	2027	3 Year Contract:				
The Fields on Caton Farm	\$50,860.00	\$51,435.00	\$50,155.00	\$152,450.00				
SiteOne Landscape	\$31,116.00	\$19,850.55	\$38,746.85	INCOMPLETE				
Goodmark Nurseries	\$30,360.00	\$19,650.00	\$19,705.00	INCOMPLETE				

While Goodmark Nurseries and SiteOne Landscape were the lowest as-read bid, staff is recommending the Contract be awarded to The Fields on Caton Farm. Both Goodmark Nurseries and SiteOne Landscape submitted incomplete bids without offering comparable trees.

This will be the first time working with The Fields on Caton Farm. Utilities Supervisor Palumbo has conducted reference checks and the staff is comfortable to move forward in awarding this contract.

### **ALTERNATIVES:**

Discretion of the Village Board.

### **RECOMMENDATION:**

Staff recommends approval of the Resolution Authorizing the Execution of a Three (3) Year Contract with The Fields on Caton Farm for the 2025-2027 Tree Purchase and Delivery Contract in the Not-to-Exceed Amount of \$152,450.

### **BUDGET IMPACT:**

This is a Three (3) year Contract for Forestry in Account 11050430-542811. The subsequent year totals are as follow:

2025 - \$50,860 2026 - \$51,435

2027 - \$50,155

### **ACTION REQUIRED:**

Approval of the Resolution Authorizing the Execution of a Three (3) Year Contract with The Fields on Caton Farm for the 2025-2027 Tree Purchase and Delivery Contract in the Not-to-Exceed Amount of \$152,450.

### **ATTACHMENTS:**

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
RES - 2025 - 2027 Tree Purchase & Delivery	2/11/2025	Resolution Letter
BID TAB - 2025-2027 Tree Purchase and Delivery	2/11/2025	Backup Material
BID - The Fields on Caton Farm	2/11/2025	Backup Material

#### RESOLUTION NO.

## AUTHORIZING THE EXECUTION OF A THREE (3) YEAR CONTRACT WITH THE FIELDS ON CATON FARM FOR THE 2025-2027 TREE PURCHASE AND DELIVERY CONTRACT IN THE NOT-TO-EXCEED AMOUNT OF \$152,450

WHEREAS the VILLAGE plans to plant 210 trees in 2025, 200 in 2026 and 200 in 2027; and

WHEREAS Three (3) bids were received from The Fields on Caton Farm, SiteOne Landscape and Goodmark Nurseries, and

WHEREAS the Village reviewed and tabulated the bids, and

WHEREAS the bid results can are summarized as follows:

Contractor / Nursery	Total Bid (2025-2027)
The Fields on Caton Farm	\$152,450.00
SiteOne Landscape	INCOMPLETE
Goodmark Nurseries	INCOMPLETE

WHEREAS, Goodmark Nurseries and SiteOne Landscape were the lowest asread bid, however, they both submitted incomplete bids without offering comparable trees, and

WHEREAS staff is recommending that the Contract be awarded to The Fields on Caton Farm for \$152,450.

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 for the Execution of a Three (3) Year Contract with The Fields on Caton Farm for the 2025-2027 Tree Purchase and Delivery Contract in the Not-to-Exceed Amount of \$152,450

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

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 25, 2025.

	APPROVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
AYES:	
NAYS:	
ABSENT:	

			202	25 - 20	27 T	ree Purch	ase	and Delive	ry							
					The	Fields on C	ator	Farm		SiteOne Lar	nds	cape		Goodmarl	Nu	rseries
Genus / Species Name	Common Name	Size	Delivery Date	Qty.		per Tree		l Cost	Otv.	Price per Tree	Total Cost		Otv.	Qty. Price per Tree		tal Cost
Carya illinoinensis	Pecan Tree	2"-2.5"	Spring	25	\$	305.00	\$	7,625.00	25	\$ -	\$	-	25	\$	\$	-
Celtis occidentalis	Chicagoland Hackberry	2"-2.5"	Spring	20	\$	239.00	\$	4,780.00	20	\$ 176.62	\$	3,532,40	20	\$ 189.0	0 \$	3.780.0
Quercus bicolor	Swamp White Oak	2"-2.5"	Spring	20	\$	199.00	\$	3,980.00	20	\$ 181.82	\$	3,636.40	20	\$ 189.0	0 \$	3,780.0
Quercus coccinea	Scarlet Oak	2"-2.5"	Spring	20	\$	264.00	\$	5,280.00	20	\$ 181.82	\$	3,636.40	20	\$ 189.0	0 \$	
Ulmus hybrid 'New Horizon'	New Horizon Elm	2"-2.5"	Spring	10	\$	239.00	\$	2,390.00	10	\$ 145.46	\$	1,454.60	10	\$ 168.0		
Acer triflorum	Three Flower Maple	2"-2.5"	Spring	5	\$	241.00	\$	1,205.00	5	\$ -	\$	-	5	\$ -	\$	-
Acer tataticum	Hot Wings Tatarian Maple	2"-2.5"	Spring	5	\$	239.00	\$	1,195.00	5	\$ 187.01	\$	935.05	5	\$ 192.0	0 \$	960.0
Total Spring 2025 Trees	g			105			\$	26,455.00	105		\$	13,194.85	105		\$	
Acer saccharum	Sugar Maple	2"-2.5"	Fall	20	\$	244.00	\$	4.880.00	20	\$ 202.60	\$	4.052.00	20	\$ 189.0	0 \$	3,780.0
	Decaf Kentucky Coffee Tree	2"-2.5"	Fall	20	\$	234.00	\$	4,680.00	20	\$ 238.96	\$	4,779.20	20	\$ 189.0		3,780.0
Tilia cordata	Littleleaf Linden	2"-2.5"	Fall	20	\$	219.00	\$	4,380.00	20	\$ 181.82	\$	3,636.40	20	\$ 189.0	_	
Styphnolobium japonicum	Japanese Pagoda	2"-2.5"	Fall	10	\$	250.00	\$	2,500.00	10	\$ -	\$	-	10	\$ -	\$	
Platanus x acerifloria	Exclamation London Planetre	2"-2.5"	Fall	25	\$	220.00	\$	5,500.00	25	\$ 176.62	\$	4,415.50	25	\$ 168.0	0 \$	4,200.0
Magnolia stellata	Star Magnolia	2"-2.5"	Fall	5	\$	269.00	\$	1,345.00	5	\$ -	\$	.,	5	\$ -	\$	-
Syringa pekinensis	Peking Lilac	2"-2.5"	Fall	5	\$	224.00	\$	1,120.00	5	\$ 207.79	\$	1,038.95	5	\$ 168.0	0 \$	840.0
Total Fall 2025 Trees				105		2	\$	24,405.00	105		\$	17,922.05	105		\$	
Total 2025 Trees				210			\$	50,860.00	210		\$	31,116,90	210		\$	
1041 2020 11000								00,000.00			•	01,110.00				00,000.0
Fagus grandifolia	American Beech	2"-2.5"	Spring	20	\$	254.00	\$	5,080.00	20	\$ -	\$	-	20	\$ -	\$	-
Quercus alba	Swamp White Oak	2"-2.5"	Spring	20	\$	244.00	\$	4,880.00	20	\$ 207.79	\$	4.155.80	20	\$ 192.0	_	
Quercus macrocarpa	Bur Oak	2"-2.5"	Spring	20	\$	248.00	\$	4,960.00	20	\$ 192.21	\$	3,844.20	20	\$ 192.0		
Acer x freemanii 'Armstrong'	Armstrong Maple	2"-2.5"	Spring	20	\$	244.00	\$	4,880.00	20	\$ 197.40	\$	3,948.00	20	\$ 185.0		
Acer x freemanii 'Sienna'	Sienna Glen Maple	2"-2.5"	Spring	10	\$	244.00	\$	2,440.00	10	\$ 197.40	\$	1,974.00	10	\$ 185.0		-, -, -, -, -, -, -, -, -, -, -, -, -, -
Cercis canadensis	Redbud	2"-2.5"	Spring	5	\$	244.00	\$	1,220.00	5	\$ 262.34	\$	1,311.70	5	\$ 220.0		,
Cornus mas	Cornelian Cherry Dogwood	2"-2.5"	Spring	5	\$	244.00	\$	1,220.00	5	\$ -	\$	-	5	\$ 192.0	_	,
Total Spring 2026 Trees				100	Ť		\$	24,680.00	100	-	\$	15.233.70	100	, , ,	\$	
Carya illinoinensis	Pecan	2"-2.5"	Fall	10	\$	305.00	\$	3,050.00	10	\$ -	\$		10	\$ -	\$	
Carya ovata	Shagbark Hickory	2"-2.5"	Fall	20	\$	305.00	\$	6,100.00	20	\$ -	\$	-	20	\$ -	\$	_
Eucommia ulmoides	Hardy Rubber Tree	2"-2.5"	Fall	20	\$	269.00	\$	5,380.00	20	\$ -	\$	-	20	\$ -	\$	-
Cleditsia triacanthos	Northern Sentinel Locust	2"-2.5"	Fall	20	\$	244.00	\$	4,880.00	20	\$ 187.01	\$	3,740.20	20	\$ 178.0	0 \$	3,560.0
Juglans nigra	Black Walnut	2"-2.5"	Fall	20	\$	244.00	\$	4,880.00	20	\$ -	\$	-	20	\$ -	\$	
Magnolia stellata	Star Magnolia	2"-2.5"	Fall	5	\$	284.00	\$	1,420.00	5	\$ -	\$	-	5	\$ -	\$	-
Malus 'Royal Raindrops'	Royal Raindrops Crabapple	2"-2.5"	Fall	5	\$	209.00	\$	1,045.00	5	\$ 175.33	\$	876.65	5	\$ 160.0	_	
Total Fall 2026 Trees	подагналиторо огазаррго	2 2.0	T GII	100	-	200.00	\$	26,755.00	100	<b>\$</b> 110.00	\$	4,616.85	100	<b>4</b> 100.0	\$	
Total 2026 Trees				200			\$	51,435.00	200		\$	19,850.55	200		•	
10tal 2020 11665				200			Ψ	31,433.00	200		Ψ	19,000.00	200		Ψ	19,000.00
Liriodendron	Tulip Tree	2"-2.5"	Spring	20	\$	249.00	\$	4,980.00	20	\$ 262.34	\$	5,246.80	20	\$ 225.0	0 \$	4,500.00
Platanus x acerifolia	Exclamation Plane Tree	2"-2.5"	Spring	20	\$	249.00	\$	4,980.00	20	\$ 233.77	\$	4,675.40	20	\$ 178.0		
Quercus prinus	Chestnut Oak	2"-2.5"	Spring	10	\$	269.00	\$	2,690.00	10	\$ 255.11	\$	4,010.40	10	\$ 195.0		-,
Quercus coccinea	Scarlet Oak	2"-2.5"	Spring	20	\$	274.00	\$	5.480.00	20	\$ 207.79	\$	4.155.80	20	\$ 195.0	_	
Tilia cordata	Littleleaf Linden	2"-2.5"	Spring	20	\$	225.00	\$	4,500.00	20	\$ 194.81	\$	3,896.20	20	\$ 195.0		-,
Acer tataticum	Hot Wings Tatarian Maple	2"-2.5"	Spring	5	\$	225.00	\$	1.125.00	5	\$ 188.31	\$	941.55	5	\$ 195.0	_	
Amelanchier	Serviceberry	2"-2.5"	Spring	5	\$	232.00	\$	1,125.00	5	\$ 233.77	\$	1,168.85	5	\$ 193.0		
Total Spring 2027 Trees	CO. F. CODOTTY	2.0	Opinig	100	, w	202.00	\$	24,915.00	100	200.11	\$	20,084.60	100	¥ 132.0	\$	
Ulmus americana 'Princeton'	Princeton Elm	2"-2.5"	Fall	20	\$	232.00	\$	4.640.00	20	\$ 155.84	\$	3.116.80	20	\$ 170.0		
Aesculus flava	Yellow Buckeye	2"-2.5"	Fall	20	\$	274.00	\$	5,480.00	20	\$ 233.77		4,675.40	20	\$ 225.0		-, -, -, -, -, -, -, -, -, -, -, -, -, -
Betula populifolia	Whitespire Birch	2"-2.5"	Fall	10	\$	232.00	\$	2,320.00	10	\$ 233.11	\$	4,013.40	10	\$ 192.0		
Cladrastis kentuckea	Yellowwood	2"-2.5"	Fall	20	\$	264.00	\$	5,280.00	20	\$ 238.96		4,779.20	20	\$ 195.0		
Celtis occidentalis	Chicagoland Hackberry	2"-2.5"	Fall	20	\$	252.00	\$	5,280.00	20	\$ 188.31	\$	3,766.20	20	\$ 195.0		3,900.0
Cercis canadensis	Redbud	2"-2.5"	Fall	5	\$	259.00	\$	1,295.00	5	\$ 257.14	\$	1,285.70	5	\$ 225.0		
Syringa pekinensis	Peking Lilac	2"-2.5"	Fall	5	\$	237.00	\$	1,185.00	5	\$ 207.79	\$	1,038.95	5	\$ 192.0		
Total Fall 2027 Trees	r orang Eliao	2 -2.3	I all	100	*	231.00	\$	25,240.00	100	201.13	\$	18,662,25	100	T32.0	\$	
				200				50,155.00	200		_	38,746.85	200		-	39,450.0

610

\$ 152,450.00 610

INCOMPLETE

Blue Cell designates species or size change from Specification
Yellow Cell designates quantity change
Grey Cell designates calculation error from submitted bid

Total 2025-2027 Contract



# 2025-2027 Tree Purchase & Delivery Three (3) Year Contract

Invitation for Bids (IFB)

Village of Bensenville
Public Works Department
717 E Jefferson Street
Bensenville, Illinois 60106

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# **INVITATION TO BID:**

# 2025-2027 Tree Purchase & Delivery

BID DUE:

By Wednesday, January 29, 2025 at 9:00 a.m.

PROJECT NAME:

2025-2028 Leak Detection Services

PROJECT LOCATION:

Village of Bensenville, Illinois

December 19, 2024

Notice is hereby given that the Village of Bensenville is seeking bids from qualified, licensed nurseries for establishing a contractual agreement for the <u>2025 - 2027 Tree Purchase and Delivery</u>. The bids shall be sent to:

Village of Bensenville Office of the Village Clerk 12 South Center Street Bensenville, IL 60106

The Village of Bensenville will accept Sealed Bids until 9:00 a.m. local time on Wednesday, January 29, 2025. The Bid must be in a sealed opaque envelope plainly marked 2025-2027 Tree Purchase and Delivery Bid. The forms can be found at <a href="https://www.bensenville.il.us">www.bensenville.il.us</a> under "Business." The packet can also be picked up at the Public Works Department, 717 E Jefferson Street, Bensenville, IL 60106. Detailed information may be obtained by contacting Amanda Segreti at 630-350-3435 or via email at <a href="mailto:asegreti@bensenville.il.us">asegreti@bensenville.il.us</a>.

All bids require a Bid Bond, or Certified or Cashier's Check made payable to the Village of Bensenville for not less than five percent (5%) of the <u>base bid amount</u>.

The Village Board reserves the right to reject any and all bids or portions thereof.

Nancy Quinn Village Clerk

# TERMS AND CONDITIONS

#### 1. CONDITIONS

Bidders are advised to 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 shall not be cause to alter the original contract or to request additional compensation.

1.1 The Village Board reserves the right to reject any and all bids or portions thereof.

#### 2. BID SECURITY

- 2.1 Each Bid must be accompanied by Bid security made payable to the Village in an amount of five percent (5%) of the Bidder's base 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 OWNER, 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. ADJUSTMENTS TO THE CONTRACT

Prospective Bidders are forewarned that the Village of Bensenville reserves the right to adjust the quantities of work to be accomplished, either up or down, dependent on the current budget or until budgeted funds are depleted without prejudice to the Contract. Payment will be based on measured quantities and accepted unit prices.

3.1 The Village may terminate the contract for any reason with thirty (30) day written notice.

#### 4 MULTI-YEAR CONTRACT/TERM/TERMINATION

- 4.1 This is a Three (3) Year Contract
- 4.2 The term of the contract shall be from April 1, 2025, to December 31, 2027.
- 4.3 The Village may terminate the contract for any reason with thirty (30) day written notice.

#### 5 PRE-WORK MEETING

Upon execution of the contract with the successful Bidder, the Contractor will schedule a meeting with the Village. In attendance shall be the CONTRACTOR'S Project Manager that will be working on this job. The purpose of the pre-work meeting is to review the scope of work. The purpose of the pre-work meeting is to review the scope of work.

#### 4 DAMAGES TO PROPERTY

- 6.1 The CONTRACTOR shall be responsible for any damage to properties caused by the acts of their work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.
- 6.2 The Contractor is not authorized to drive equipment on to private property without proper written authority from the property owner.
- 6.3 It is recommended that, for the Contractor's protection, if any damage exists before work begins that the Director of Public Works or appointed representative be notified of such, prior to work beginning. Visual records (pictures) shall be taken by the contractor of any preexisting damage before work begins.

#### 5 TIME OF COMPLETION, PENALTY, AND LIQUIDATED DAMAGES

- 7.1 The CONTRACTOR understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates.
- 7.2 Should the CONTRACTOR fail to complete the work within the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the OWNER in the amount of Two Hundred Fifty dollars (\$250.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.
- 7.3 Any penalty or liquidated damages owed the Village may be deducted from any payments to the CONTRACTOR. If the deduction does not satisfy the full extent of the CONTRACTOR'S penalty obligation, then the CONTRACTOR shall pay the difference to the OWNER. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in completion of the work.

#### 8. CONTRACT EXTENSION

Upon mutual agreement, this contract may be extended for two (2) one (1) year contract extensions.

The Village Board reserves the right to reject any and all bids or portions thereof.

# SCOPE OF WORK

Bidding 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.

Contractor will furnish all labor, materials and equipment necessary to perform work as outlined.

#### 1. APPLICABLE SPECIFICATIONS AND STANDARDS:

- American Standard for Nursery Stock. ANSI Z60.1-2004
- Principles and Practices of Planting Trees and Shrubs. International Society of Arboriculture
- Standardized Plant Names, American Joint Committee on Horticulture Nomenclature
- American National Standards Institutes for Tree Care Operations Transplanting. ANSI A300-2005
- Standard Specifications for Road and Bridge Construction. Illinois Department of Transportation.

#### 2. QUALITY OF TREE MATERIALS

2.1 Unless otherwise specified, trees must originate from an Illinois Department of Agriculture Certified Nursery within 100 miles from the Village of Bensenville.

They shall have average or normal well-developed branches, together with vigorous root systems. Trees shall be free from insects, eggs, larvae, diseases, sunscald, knots, stubs, or other objectionable disfigurements. Trees must show appearance of normal health and vigor in strict accordance with these specifications.

- 2.2 Only trees tagged by Village staff will be accepted during delivery.
- 2.3 Trees shall be true to their name as specified.
- 3. SIZE Trees shall be a minimum of 2 ½" in diameter (caliper).
- 4. MEASUREMENT FOR SIZE Take caliper measurements six inches (6") above ground.

#### **2025-2027 Tree List**

Year	Season	Quantity
2025	Spring	105
2025	Fall	105
Total for 2025		210
2026	Spring	100
2026	Fall	100
Total for 2026		200
2027	Spring	100
2027	Fall	100
Total for 2027		200
TOTAL 2025-27		610

Additional trees will be specified in separate alternate bids. The Village reserves the right to increase or decrease the number of any species of trees depending upon need.

- 6. INSPECTION OF TREE MATERIAL
- 6.1 The Nursery shall allow a Village representative to inspect trees for quality and for tagging in the nursery. If after inspection, there are not enough acceptable trees available, the Village reserves the right to make alternate arrangements for the purchases of that particular species of tree. A request made by the nursery via phone, or email, is required for requesting the inspection and tagging of trees.
- 6.2 All tree material shall comply with State and Federal laws with respect to inspection for tree diseases and insect infestation. An inspection certificate, required by law to this effect, shall accompany the shipment and on arrival certificate shall be filed with the Director of Public Works.
- 7. DIGGING OF TREES Trees shall not be dug until the contractor is ready to transport them from their original locations to the site of work or approved storage. Trees shall be dug and properly loaded for delivery in the current calendar year (2025-2027). They shall be dug with care, avoiding injury to the trees or loss or damage of the roots, including all the fibrous roots. Immediately after digging, roots shall be protected against drying and freezing. Proper irrigation of newly dug trees should be provided by the nursery to maintain to quality.
- 8. BALLED AND BURLAPPED TREES Trees shall be balled and burlapped only after Village staff has tagged the trees. The trees shall be dug with a sufficient quantity of earth taken equally on all sides and bottoms of the trees to include the necessary roots to ensure growth as specified in the most recent edition of the American Standard for Nursery Stock. The depth thickness of the balls shall be prepared in a skillful manner and firmly bound. All material purchased shall be tagged and clearly labeled by the nursery with the common name as shown on the bid list.
- 9. TRANSPORTATION During transportation, the contractor shall exercise care to prevent injury and drying of the trees; leafed trees will be covered. Upon arrival to the Village, trees will be inspected for proper shipping procedures. Should the roots be dried, primary branches broken, balls of earth broken or loosened, or areas of bark torn, the Public Works Director, or designee, may reject the injured tree. When a tree is rejected, the contractor shall at once remove it from the

area of work and replace it without any additional expense to the Village of Bensenville. Trees shall not be tree wrapped.

#### 10. VILLAGE PERFORMED TREE PLANTING PROCEDUREE

- 10.1 Tree plantings will be performed by experienced Village Forestry staff, well versed in accepted arboricultural practices, and under the supervision of a qualified tree planting crew chief. Planting will follow proper Principle and Practice as set forth by the ISA.
- Village will adhere to a strict proper watering schedule. Thorough watering shall follow the backfilling operation. The watering shall completely saturate the backfill. After the backfill settles, because of watering, additional backfill shall be placed to match the level of the finished grade.
- 10.3 A hardwood chip mulch cover will be provided for each tree. A three-inch deep circular water saucer of soil shall be constructed around each tree and shall be filled with shredded hard bark mulch or other appropriate material.
- 10.4 Any excess soils, debris or trimmings will be removed from the planting site immediately upon completion of each planting operation.
- 10.5 The minimum diameter and depth of the hole depends upon root ball size in accordance with recognized horticultural practices.
- 10.6 Trees will be planted on Village parkways and public property at various locations.
- 11. DELIVERY TIMEFRAME Delivery date for Spring tress shall be April 1 through May 15; delivery dates for Fall trees shall be September 1 through October 15.
- TREE WARRANTY Trees shall be guaranteed for one year beginning from the date of delivery. The Village shall inspect all trees before the end of the warranty period and request replacement of any dead trees. A tree deemed unacceptable by the Public Works Director or designee shall be replaced by the contractor at no cost to the Village of Bensenville. Contractor is responsible to deliver replacement tree within 30 days or Village agreed upon date. Trees replaced as a result of meeting warranty requirements shall be warrantied for one full year from date replacement is completed.

# GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

These conditions apply to all purchases/services and become a part of each bid invitation.

Non-Discrimination in Employment - 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 bidder, his subcontractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in the act of the 72nd General Assembly entitled "Fair Employment Practices Act". Contractor is referred to Ill. Rev. Stat. 1961) ch. 48, paragraph 851 et seq. The contractor in all contracts entered into with suppliers of materials or services, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

- 1) <u>Prevailing Wages</u>- The bidder shall pay not less than the prevailing rate of wages as found by the Department of Labor or determined by the court to all laborers, workers and mechanics performing work under this contract. Bidder must adhere at all times to Federal Wage Determination #II89-11, Rev.Stat.Section 39 S-2 (Modification #3). It is the Contractors responsibility to determine the applicability of Prevailing Wage rates on this project.
- 2) Removal or Suspension of Bidders The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
  - a) Services performed do not comply with specifications of contract with the vendor;
  - b) Work is not done within the contract's specified in the contract;
  - 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 other evidence of insolvency is found;
  - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.

#### 3) Compliance to Law -

The bidder shall at all times 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.

a) All merchandise or commodities must conform to all standards and regulations as set forth under the Occupation Safety Health Administration (O.S.H.A.)

#### CONDITIONS FOR BIDDING

#### 1) Bid Definitions -

- a) Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work / specifications, the bid price form and the proposed contract documents including addenda issued prior to receipt of bids.
- b) 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. Addenda will become part of the contract documents when the contract is executed.

- 2) <u>Bid Price Form</u> Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "2025-2027 Tree Purchase and Delivery Bid".
- 3) <u>Late Bids</u> Formal bids received after specified bid opening time will not be considered and will be returned unopened.
- 4) <u>Withdrawal of Bids</u> A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.
- 5) Examination of Bidding Documents Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to bid due date, notify the Village Clerk who will, if necessary, send written addenda to all bidders. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.
- 6) <u>Mistake in Bid and Bid Changes</u> No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.
- 7) <u>Bid Binding</u> Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.
- 8) Changes in Contract Documents Changes or corrections may be made by the Village in contract documents after they have been issued by the Village to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in unusual cases, addenda will be issued to each of the bidders at least four (4) days prior to date established for receipt of bids.
- 9) Response to Invitations Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.
- 10) <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.
- 11) <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's Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.
- 12) <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.
- 13) <u>Bid Award</u> The bidder acknowledges the right of the Village 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). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

#### AWARD OR REJECTION OF BIDS

- 1) <u>Award or Rejection</u> Contracts are awarded to the lowest, most responsible bidder. In determining the responsibility of a bidder, the following are taken into consideration:
  - a) The character, integrity, reputation, judgment, experience an efficiency of the bidder;
  - b) The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
  - c) The financial resources of the bidder;
  - d) Cash discounts offered;
  - e) Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a bid which is low in point of price may be rejected if the material to be furnished is not the best;
  - f) Direct, indirect and incidental costs to the Village;
- 2) Notice of Award A delivered executed contract shall be the binding contract.

#### CONTRACT PROVISION

- Material, Equipment, and Workmanship: Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. CONTRACTOR shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the GOODS.
- 2) Equipment and Shop Drawings When the contract requires detailed shop drawings and layouts, bidder shall submit them to the Director of Public Works, or his/her designee, for his/her approval. Drawings shall show the characteristics of equipment and operation details.
- 3) <u>Village Supervision</u> The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".
- 4) <u>Village Insurance Requirement</u> Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.
  - A) Minimum Scope of Insurance Coverage shall be at least as broad as:
    - (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
    - (2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
    - (3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 "Any Auto."
    - (4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.
  - B) Minimum Limits of Insurance Contractor shall maintain limits no less than:
    - (1) Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. 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.
    - (2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

#### C) Deductibles and Self-Insured Retentions

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.

#### D) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

#### (1) General Liability and Automobile Liability Coverages

- (a) The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured 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.
- (b) The Contractor's insurance coverage shall be primary as respects 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.
- (c) 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.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause, 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.
- (2) Workers' Compensation and Employers' Liability Coverage

The insurer shall agree 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.

#### (3) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to the Village of Bensenville.

#### E) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII, and licensed to do business in the State of Illinois

#### F) Verification of Coverage

Contractor shall furnish the Village of Bensenville with 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. The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Village of Bensenville reserves the right to request full-certified copies of the insurance policies and endorsements.

#### G) Subcontractors

Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

#### H) Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement

#### I) Indemnity/Hold Harmless Provision

To the fullest extent permitted by law, the Contractor hereby 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 anywise accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the 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 other expenses arising therefore or incurred in connections therewith, 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 the same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the 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 settles or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

- 5) <u>F.O.B.</u> All prices must be quoted F.O.B. Bensenville Illinois. Shipments shall become the property of the Village after delivery and acceptance.
  - a) CONTRACTOR shall assume all risk of loss or damage to the Goods prior to acceptance of delivery by OWNER at the point of delivery; and shall purchase and maintain insurance on the Goods during the process of fabrication 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 such other perils, as CONTRACTOR deems appropriate.
- 6) <u>Delivery Schedule</u> Bid items must be delivered within sixty (60) days from the date of execution of the contract unless a specific delivery date is stated on the bid. The Village may cancel contract without obligation if Delivery requirements are not met. If said contract is not canceled by the Village, liquidated damages may be due and owing to the Village pursuant to the liquidated damage provision enumerated herein. All deliveries must be made on Monday Friday, excluding Village holidays, between the hours of 7:00 a.m. and 3:30 p.m. Contractor is expected to ship in full truckload quantities within said sixty (60) day period unless prior approval has been granted by the Village in advance for circumstances beyond the control of the contractor.
- 7) <u>Delivery</u> Bid price shall include delivery as indicated herein.

8) <u>Default</u> - The Village may, subject to the provisions specified herein, by written notice of default to the contractor, terminate the whole or any part of this contract in any one of the following circumstances:

If the contractor fails to make delivery or to perform the services within the time specified herein or any extension hereof.

In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such 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.

- 9) <u>Alternate Materials and Equipment</u> Where specifications read "or approved equal", contractor shall direct a written description to the Director of Public Works for approval, as set forth herein below. 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 will perform a comparable function and be equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer's literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.
- 10) <u>Bidder's Access to Procurement Information</u> All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.
- 11) Acceptance Contracted work will be considered accepted when final payment is made.

#### 12) Payment -

- a) For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month.
- b) For construction, partial payouts will be made each month as the work progresses, provided the work has been properly completed and accepted by the Village. Payment by check to a contractor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month.
- 13) <u>Reorders</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 hereto by the contractor. Reordering shall be within the sole discretion of the Village.

#### 14) Guarantees and Warranties -

- a) All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, immediately, at no extra charge to the Village. Said time shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, immediately, at no extra charge to the Village.
- b) All warranties for materials or equipment must be received with title before payment for same is recommended.
- 15) <u>Changes/Additional Services/Deletions</u> Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager or his/her designee, prior to such

changes or modifications being made. Any 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 commencing. In the event that 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.

- 16) <u>Change Order Authorization</u> Pursuant to Public Act 85-1295 (III.Rev.Stat.ch.38, paragraph 33E-1 <u>et seq.</u>). no change order may be made in this contract which would authorize or necessitate 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 its designee that:
  - a) Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
  - b) The 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;

# REQUIREMENTS

### Required of ALL bidders:

- 5% Base Bid Bond Deposit (bid bond or certified bank check attached)
- Bid Compliance Certification
- ★ Contractor Information Sheet
- \* Complete Price Bid Form
- ★ Contractor References Form
- ★ Contractors Drug-Free Workplace Certification
- ✗ Sexual Harassment Certificate
- Contractors Illinois Department of Revenue Tax Compliance)
- Certificate of Compliance Criminal Code of 2012

# Required of Awarded Contractor(s)

_ F	Performance	Bond	on	AIA	A132	Form
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- □ Signed Contract
- □ Certificate of Insurance
- □ W9 Form

(Contractor Signature) I understand the list of Requirements for Bidders and for Awarded Contractor

- Brinn NEUMANN - PRESIDENT

# CONTRACTOR INFORMATION SHEET

NAME (PRINT)	Brian Neumann- President
SIGNATURE	16.2
COMPANY NAME (PRINT)	The Fields on Caton Farm, Inc.
	2412 Hacker Drive Crest Hill, IL 60403
TELEPHONE	815-744-7841
FACSIMILE	N/A
EMAIL	bneumann@fieldsnursery.com

#### Please Return to:

Corey Williamsen Deputy Village Clerk Village of Bensenville 12 S Center St. Bensenville, IL 60106

The bid must be in a sealed opaque envelope plainly marked: "2025-2027 TREE PURCHASE & DELIVERY BID"

The bids must be received by 9:00 a.m., Wednesday, January 29, 2025 and thereafter immediately publicly opened and read in the Village Hall Board Room (12 S Center Street, Bensenville, IL 60106.)

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. Bids submitted unsealed, unsigned, via fax or e-mail transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

# **CONTRACTOR REFERENCES FORM**

Provide three (3) references for current or former clients with requirements/scope of work similar to those included in this Bid. References of local government or related agencies is preferred. The VILLAGE reserves the right to contact any references listed.

#### Reference #1:

Client/Municipality Name:	Village of Schaumburg
Address:	101 Schaumburg Court Schaumburg, IL 60193
Contact Person:	Justin Briski - Division Supervisor Engineering & Public Works
Telephone	847-923-6608
Fax	N/A
Email Address:	jbriski@schaumburg.com

#### Reference #2:

Client/Municipality Name:	City of Naperville
Address:	400 S. Eagle Street Naperville, IL 60540
Contact Person:	Patti Girard - Project Manager - Forestry
Telephone	630-548-2982
Fax	N/A
Email Address:	SauntryP@Naperville.il.us

#### Reference #3

Village of Oswego
100 Parkers Mill
Oswego, IL 60543
Russ Garcia - Public Works Supervisor
630-551-2177
N/A
RGarcia@oswegoil.org

# CONTRACT

	1.	THIS AGREEMENT, made and conclude Village of Bensenville acting by and thr as the party of the first part and executors, administrators, successors	ough its Vill	age Presider	nt and Village his	Board, kr /their	nown
	2.	WITNESSETH: that for and in consider in the proposal hereto attached, to be and according to the terms expressed the second part agrees with said party expense to do all work, furnish all material in accordance with the plans and compliance with all of the terms of this under it.	made and n the bond of the firserials and a specification	performed by referring to the part at his lill labor necessions hereinaf	by the party of these present their own properson to come ter described	f the first ts, the par roper cost plete the d, and in	part, rty of and work full
	3.	And it is also understood and agreed specifications, special provisions, pro essential documents of this contract ar	posal and	contract bo			
	4.	And it is also understood and agree employees or applicants for employme origin.				_	
		WITNESS WHEREOF the said parties hav ntioned.	e executed	these prese	nts on the da <sup>.</sup>	te above	
		V	illage of Be	nsenville			
		E	Ву:	Villag	ge President		
ATTEST	:						
		Municipal Clerk	_				

(If Corporation)	Corporate Name THE FIELDS ON CATON FARM, IN
(Corporate Seal)  ATTEST:  Thomas A Jalliek Corporate Secretary	Address Z412 ItACICAR PRIVE  CUEST HILL, FL COYC3  By 12. (Seal)  President  Brian Neumann
(If an Individual)	Business Name  Address  By(Seal)  Bidder
(If a Co-partnership)	Firm Name Address  By(Seal)

# VILLAGE OF BENSENVILLE BID COMPLIANCE CERTIFICATION

I, \_, having been first duly sworn, depose and state that: (owner/authorized company representative)

THE FIRLIS ON CATON FARM, FNC. ("Contractor"), having submitted a proposal for: (Name of Company)

<u>2025-2027 Tree Purchase and Delivery Bid</u> to the Village of Bensenville, hereby certifies that Contractor (check all that apply):

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.

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 ALLEMPLOYEE DAILELS (Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

is in full compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et. seq.

is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq.

is in full compliance with Sexual Harassment Certificate, 775 ILCS 5/2-105(A)(4

is in full compliance with the Public Construction Act, 30 ILCS 557/1 (applicable if the contract is in excess of \$75,000.00).

Brian Hermann

(Officer or Owner of Company stated above)

Title: PARSIDENT

SUBSCRIBED AND SWORN to before me

this 27 day of JANUA

\_\_, 2025.

OFFICIAL SEAL
THOMAS R GOLLICK
NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires 2/23/27

**Notary Public** 

	\$50,860.00	210			TOTAL 2025 PARKWAY TREES	101
\$ 24,405.00		105				Total Fall 2025 Trees
\$ 1,120.00	\$ 224.00	ഗ	Fall	2"-2.5"	Peking Lilac	Syringa pekinensis
\$ 1,345.00	\$ 269.00	IJ	Fall	2"-2.5"	Star Magnolia	Magnolia stellata
\$ 5,500.00	\$ 220.00	25	Fall	2"-2.5"	Exclamation London Planetree	Platanus x acerifloria
\$ 2,500.00	\$ 250.00	10	Fall	2"-2.5"	Japanese Pagoda	Styphnolobium japonicum
\$ 4,380.00	\$219.00	20	Fall	2"-2.5"	Littleleaf Linden	Tilia cordata
\$ 4,680.00	\$ 234.00	20	Fall	2"-2.5"	Decaf Kentucky Coffee Tree	Glymnocladus dioicus 'McKBranched'
\$ 4,880.00	\$ 244.00	20	Fall	2"-2.5"	Sugar Maple	Acer saccharum
\$ 26,455.00		105				Total Spring 2025 Trees
\$ 1,195.00	\$ 239.00	ហ	Spring	2"-2.5"	Hot Wings Tatarian Maple	Acer tataticum
\$ 1,205.00	\$241.00	IJ	Spring	2"-2.5"	Three Flower Maple	Acer triflorum
\$ 2,390.00	\$ 239.00	10	Spring	2"-2.5"	New Horizon Elm	Ulmus hybrid 'New Horizon'
\$ 5,280.00	\$ 264.00	20	Spring	2"-2.5"	Scarlet Oak	Quercus coccinea
\$3,980.00	\$ 199.00	20	Spring	2"-2.5"	Swamp White Oak	Quercus bicolor
\$ 4,780.00	\$ 239.00	20	Spring	2"-2.5"	Chicagoland Hackberry	Celtis occidentalis
\$ 7,625.00	\$305.00	25	Spring	2"-2.5"	Pecan Tree	Carya illinoinensis
Total Cost	Price per Tree	Qty.	Delivery Date	Size	Common Name	Genus / Species Name

57 12 0 12

THE FIELDS ON CATON FARM, INC. 2412 HACKER DRIVE CREST HILL, IL 60403-1759

							C	n	N	0	· N	S						
	Total Fall 2026 Trees	Malus 'Royal Raindrops'	Magnolia stellata	Juglans nigra	Cleditsia triacanthos	Eucommia ulmoides	Carya ovata	Carya illinoinensis		Total Spring 2026 Trees	Cornus mas	Cercis canadensis	Acer x freemanii 'Sienna'	Acer x freemanii 'Armstrong'	Quercus macrocarpa	Quercus alba	Fagus grandifolia	Genus / Species Name
Total 2026 Trees		Royal Raindrops Crabapple	Star Magnolia	Black Walnut	Northern Sentinel Locust	Hardy Rubber Tree	Shagbark Hickory	Pecan			Cornelian Cherry Dogwood	Redbud	Sienna Glen Maple	Armstrong Maple	Bur Oak	Swamp White Oak	American Beech	Common Name
		2"-2.5"	2"-2.5"	2"-2.5"	2"-2.5"	2"-2.5"	2"-2.5"	2"-2.5"			2"-2.5"	2"-2.5"	2"-2.5"	2"-2.5"	2"-2.5"	2"-2.5"	2"-2.5"	Size
		Fall	Fall	Fall	Fall	Fall	Fall	Fall			Spring	Spring	Spring	Spring	Spring	Spring	Spring	Delivery Date
200	100	σı	σı	20	20	20	20	10		100	ഗ	IJ	10	20	20	20	20	Qty.
\$51,435.00		\$ 209.00	\$ 284.00	\$ 244.00	\$ 244.00	\$ 269.00	\$ 305.00	\$ 305.00			\$ 244.00	\$ 244.00	\$ 244.00	\$ 244.00	\$ 248.00	\$ 244.00	\$ 254.00	Qty. Price per Tree
	\$ 26,755.00	\$ 1,045.00	\$ 1,420.0	\$ 4,880.00	\$ 4,880.00	\$ 5,380.00	\$6,100.00	\$3,050.00		\$ 24,680.00	\$ 1,220.00	\$ 1,220.00	\$ 2,440.00	\$ 4,880.00	\$ 4,960.00	\$ 4,880.00	\$5,080.00	Total Cost
F(D+E)	Ш	L	L	I	I	L		I		0	I	I	<u> </u>	L	L	L	L	I

THE FIELDS ON CATON FARM, INC. 2412 HACKER DRIVE CREST HILL, IL 60403-1759

I (G+H)		200 \$50,155.00	200			Total 2027 Trees	
工	\$ 25,240.00		100				Total Fall 2027 Trees
	\$ 1,185.00	\$237.00	IJ	Fall	2"-2.5"	Peking Lilac	Syringa pekinensis
	\$ 1,295.00	\$ 259.00	IJ	Fall	2"-2.5"	Redbud	Cercis canadensis
	\$5,040.00	\$ 252.00	20	Fall	2"-2.5"	Chicagoland Hackberry	Celtis occidentalis
	\$ 5,280.00	\$ 264.00	20	Fall	2"-2.5"	Yellowwood	Cladrastis kentuckea
	\$ 2,320.00	\$ 232.00	10	Fall	2"-2.5"	Whitespire Birch	Betula populifolia
	\$5,480.00	\$274.00	20	Fall	2"-2.5"	Yellow Buckeye	Aesculus flava
	\$ 4,640.00	\$ 232.00	20	Fall	2"-2.5"	Princeton Elm	Ulmus americana 'Princeton'
മ	\$24,915.00		100		2		Total Spring 2027 Trees
	\$ 1,160.00	\$ 232.00	ഗ്വ	Spring	2"-2.5"	Serviceberry	Amelanchier
	\$ 1,125.00	\$ 225.00	IJ	Spring	2"-2.5"	Hot Wings Tatarian Maple	Acer tataticum
	\$ 4,500.00	\$ 225.00	20	Spring	2"-2.5"	Littleleaf Linden	Tilia cordata
	\$5,480.00	\$274.00	20	Spring	2"-2.5"	Scarlet Oak	Quercus coccinea
	\$ 2,690.00	\$ 269.00	10	Spring	2"-2.5"	Chestnut Oak	Quercus prinus
	\$ 4,980.00	\$249.00	20	Spring	2"-2.5"	Exclamation Plane Tree	Platanus x acerifolia
	\$ 4,980.00	\$ 249.00	20	Spring	2"-2.5"	Tulip Tree	Liriodendron
	Total Cost	Price per Tree	Qty.	Delivery Date	Size	Common Name	Genus / Species Name

7 2 0 2

THE FIELDS ON CATON FARM, INC. 2412 HACKER DRIVE CREST HILL, IL 60403-1759 Total Cost for 2025-2027 Tree Purchase (610 Trees) & Delivery Contract

\$ 152,450.00

(C+F+I)



#### CONTRACTOR:

(Name, legal status and address) The Fields On Caton Farm, Inc.

2412 Hacker Dr, Crest Hill Lockport Township, IL 60435

#### OWNER:

(Name, legal status and address) Village of Bensenville

12 S. Center St. Bensenville, IL 60106

BOND AMOUNT: 5% of Bid Amount

**Bid Bond** 

#### SURETY:

(Name, legal status and principal place of business) The Ohio Casualty Insurance Company 175 Berkeley Street Boston, MA 02116

#### MAILING ADDRESS FOR NOTICES:

Liberty Mutual Surety Claims P.O. Box 34526 Seattle, WA 98124

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.

Five Percent of Bid Amount

(Name, location or address, and Project number, if any)

Village of Bensenville 2025-2027 Tree Purchase & Delivery, 3-Year Contract

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 24th	day of January		
Thomas R	Hallick	The Fields On Caton Farm, Inc.	
(Witness)	annuningen.	(Contractor as Principal)	(Seal)
Kiana 4. Pumpling	PUBLIC OF WASHINGTON	The Ohio Casualty Insurance Company (Surety)	- SULTY INSURANCE OF THE STREET
(Witness) Kiana M. Pumphrey		(Title) Timothy A. Mikolajewski, Assistant Secretary	1919 CO 1919 CO SHU * NHV

BID-0028194

# for mortgage, note, loan, letter of credit, rate, interest rate or residual value guarantees. valid currency Not



#### POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: The Fields On Caton Farm, Inc.	
Agency Name: Mudron Kane Insurance Group	

Oblique: Village of Bensenville

Bid Bond Amount: (5% of Bid Amount ) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Timothy A. Mikolajewski in the city and state of Seattle, WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 1st day of August, 2024.

The Ohio Casualty Insurance Company

Bond Number: BID-0028194

bond and/or Power of Attorney (POA) verification inquiries, ase call 610-832-8240 or email HOSUR@libertymutual.com

Power

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Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 1st day of August, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2029 Commission number 1126044

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

#### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 24th day of January



Renee C. Llewellyn, Assistant Secretary

#### References:

#### The Fields on Caton Farm, Inc.

Brian Neumann - President

Email: <u>bneumann@fieldsnursery.com</u>

Cell No. 630.742.9401

Date: January 1, 2025

The Fields on Caton Farm, Inc. currently is contract growing, harvesting, supplying, and installing nursery stock for many years. Our current municipal clients are as follows:

#### Village of Schaumburg

#### (2023-2026) - Tree Supply and Installation

Project Scope: Supply and Installation of parkway trees throughout the Village.

Contract Award: May 2023

Contract Schedule:

FY 2023 = \$268,000.00 (100% Completion within Contract Terms)

FY 2024 = \$281,400.00 (100% Completion within Contract Terms)

FY 2025 = \$284,900.00 (100% Completion within Contract Terms)

FY 2026 = \$200,000.00 (Budget TBD)

#### (2016 - 2023) - Contract Growing, Supply and Installation

Project Scope: Contract growing of trees, supply, and installation of 7000 parkway trees.

Contract Award: January 2016 - April 2023

Contract Amount: \$2,100,000.00 (100% Completion within Contract Terms)

Contact: Justin Briski – Forester- Village of Schaumburg 847-923-6688

#### **City of Naperville**

#### (2022- 2025) - Contract Requirement - Must own and Operate a Nursery-

Project Scope: Supply & Install 1500+ parkway trees per year within city limits.

Contract Award: January 2022 Contract Amount: \$2,000,000.00

Contract Schedule:

YR 2022 = \$435,000.00 (100% Completion within Contract Terms)

YR 2023 = \$472,000.00 (100% Completion within Contract Terms)

YR 2024 = \$477,000.00 (100% Completion within Contract Terms)

YR 2025 = \$500,000.00 (Awarded 12/17/2024)

#### (2018 - 2021) - Contract Requirement - Must own and Operate a Nursery-

Project Scope: Supply & Install 1500+ parkway trees per year within city limits.

Contract Award: March 2018 -2021

Contract Amount: \$1,800,000.00 (100% Completion within Contract Terms)

Contact: Patti Girard- Project Manager- City of Naperville 630-548-2982

#### Village of Minooka

#### (2021- Current) - Contract Growing, Supply and Installation

Project Scope: Contract Growing of Trees, Supply and Planting Program.

Contract Term: 2021 – 2029 Contract Award: February 2021

Contract Amount: \$550,000.00 (Total Contract Amount 8 Year Term)

Contract Schedule:

YR 2021 = \$130,000.00 (100% Completion within Contract Terms)
YR 2022 = \$125,000.00 (100% Completion within Contract Terms)
YR 2023 = \$125,000.00 (100% Completion within Contract Terms)

YR 2024 = \$84,600.00 (Awarded)

YR 2025-2029 (TBD)

#### (2016-2020)

Project Scope: Supply and Installation (Multiple Programs)

Timeline: (2016 - 2020)

Multiple Contracts Total Amount = \$200,000.00

Contact Ryan Anderson - Superintendent of Public Works- Village of Minooka (815) 467-8868

#### **City of Joliet**

#### (2014 - 2024)- Contract Growing, Supply and Installation

Project Scope: Contract growing of trees, supply, and installation of 10,000 parkway trees 1000

per year.

Contract Award: April 1, 2014

Contract Amount: \$2,100,000.00 (Total Contract Amount 10 Year Term)

Contract Schedule:

YR 2015 - YR 2024 = \$2,100,000.00 (100% Completion within Contract Terms)

Contact: Jim Teiber- Forester- City of Joliet 815-724-4230

#### Village of Oswego

#### (2023 - 2026) - Tree Supply and Installation

Project Scope: Supply and Installation of parkway trees throughout the Village.

Contract Award: October 2023

Contract Schedule:

YR 2024 = \$64,000.00 (100% Completion within Contract Terms)

YR 2025 (Budget TBD) YR 2026 (Budget TBD)

#### (2012 - 2023)- Multiple Year Supply and Installation of Parkway Trees

Project Scope: Supply and Installation of parkway trees throughout the Village. Multiple Contracts Total Amount = \$1,150,000.00

Contact: Russ Garcia - Public Works Supervisor- Village of Oswego 630-554-3242

#### **City of Wheaton**

#### (2024 - 2026) - Supply and Installation of Parkway Trees

Project Scope: Supply and Installation of parkway trees throughout the Village.

Contract Amount: \$187,000.00 (Awarded May 2023)

Contract Schedule:

YR 2024 \$59,000.00 (100% Completion within Contract Terms)

YR 2025 (Budget TBD) YR 2026 (Budget TBD)

#### (2020 - 2022)-Supply and Installation of Parkway Trees

Project Scope: Supply and Installation of parkway trees throughout the Village.

Contact Term: 2020-2022

Contract Amount: \$100,000.00 (Multiple Years)

Contact: Jason Ackerlund- Superintendent of Forestry- City of Wheaton 630-260-2122

#### **Village of Carol Stream**

#### (2023 - Current) - Supply and Installation of Parkway Trees

Project Scope: Supply and Installation of parkway trees throughout the Village.

Contact Term: 2023-2024 Contract Amount: \$75,000.00

Contact: Jason Pauling - Street Supervisor - Village of Carol Stream 630-871-6269

#### Village of Bartlett

#### (2014 - Current) - Multiple Year Supply and Installation of Parkway Trees

Project Scope: Supply and Installation of parkway trees throughout the Village. Multiple Contracts Total Amount = \$1,075,000.00

Contact: Sarah Christensen - Village Forester- Village of Bartlett 630-837-0811

#### Village of Mokena

#### (2014 - Current)-Multiple Year Supply and Installation of Parkway Trees

Project Scope: Supply and Installation of parkway trees throughout the Village. Multiple Contracts Total Amount = \$995,000.00

Contact: Matt Cullen - Village Arborist - Village of Mokena 708-479-3900

#### Village of Hanover Park

#### (2019 -2024) - Multiple Year Supply and Installation of Parkway Trees

Project Scope: Supply and Installation of parkway trees throughout the Village. Multiple Contracts Total Amount = \$280,000.00

Contact: Joseph Mosher – Streets and Forestry Supervisor- Village of Hanover Park 630-823-5730

#### Village of North Aurora

#### (2023 -2024) - Supply and Installation of Parkway Trees

Project Scope: Supply and Installation of parkway trees throughout the Village. Contract Schedule:

YR 2023 \$34,500.00 (100% Completion within Contract Terms) YR 2024 \$35,000.00 (Contract Extension Approved 10/1/2024)

Contact: Brian Richer - Public Works Director - Village of North Aurora- 331-385-6256

#### **Village of Hoffman Estates**

#### (2024 - 2026) - Supply and Installation of Parkway Trees

Project Scope: Supply and Installation of parkway trees throughout the Village. Contract Schedule:

YR 2024 \$147,000.00 (100% Completion within Contract Terms)

YR 2025 (Budget TBD)

YR 2026 (Budget TBD)

Contact: Nick Lackowski – Village Forester – Village of Hoffman Estates 847-781-2710

#### **Additional Municipal Clients**

Village of Addison

Village of Streamwood

Village of Channahon

Village of Frankfort

Village of New Lenox

Village of Plainfield

City of Crest Hill

City of Lockport

City of Champaign

City of Urbana

Park Ridge Park District

Schaumburg Park District

#### <u>The Morton Arboretum – CRTI - Contract Growing of Trees & Delivery</u>

#### Contact YR 1 - (5 Year Term 2020-2025)

Scope: Contract Grow 800 Trees per CRTI Species List

Contract Award October 2020 Contract Amount: \$124,825.00

#### Contract YR 2- (5 Year Term 2021-2026)

Scope: Contract Grow 900 Trees per CRTI Species List

Contact Award November 2021 Contact Amount: \$132,775.00

#### Contract YR 3- (5 Year Term 2022-2027)

Scope: Contract Grow 900 Trees per CRTI Species List

Contact Award December 2022 Contact Amount: \$144,125.00

#### **Contract YR 4- (5 Year Term 2023-2028)**

Scope: Contract Grow 525 Trees per CRTI Species List

Contact Award December 2023 Contact Amount: \$80,175.00

#### Contract YR 5- (5 Year Term 2024-2029)

Scope: Contract Grow 1200 Trees per CRTI Species List

Contact Award December 2024 Contact Amount: \$199,275.00

Contact: Trinity Pierce Senior -Stewardship Manager tpierce@mortonarb.org

 TYPE:
 SUBMITTED BY:
 DEPARTMENT:
 DATE:

 Resolution
 Amanda Segreti
 Public Works
 February 25, 2025

#### **DESCRIPTION:**

Resolution Authorizing the Approval of a Four (4) Year Contract (2025-2028) with Consulting Engineering. Inc. for the Leak Detection Services in the Not-to-Exceed Amount of \$55,360

#### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
N/A	N/A

#### BACKGROUND:

One of the activities that has proven to be beneficial in identifying and reducing water loss is a Village-wide leak survey. The Village strives to perform this survey annually. In 2011, the Village's measured 35% water loss. Each year we have been able to bring this number down and are currently at approximately 10% water loss. The goal is to stay under 10%.

The leak survey consists of utilizing listening technology to identify potential leaks and pinpointing those leaks for evaluation. Historically, this program has identified approximately 20 leaks each year. Some of these leaks are minor, but major leaks have also been identified.

#### **KEY ISSUES:**

The Village advertised for bids on December 19, 2024. Two (2) bids were submitted. Consulting Engineering Inc. is the lower bid. Below is the result including the number of miles to be inspected each year:

Contractor	2025	miles	total	2026	miles	total	2027	miles	total	2028	miles	total	TOTAL 2021- 2024 CONTRACT
Consulting Engineering, Inc.	\$ 173.00	80	\$ 13,840.00	\$ 173.00	80	\$ 13,840.00	\$ 173.00	80	\$ 13,840.00	\$ 173.00	80	\$ 13,840.00	\$ 55,360.00
M.E. Simpson	\$ 275.00	80	\$ 22,000.00	\$ 285.00	80	\$ 22,800.00	\$ 285.00	80	\$ 22,800.00	\$ 295.00	80	\$ 23,600.00	\$ 91,200.00

Consulting Engineering, Inc. worked with the Village on the previous leak detection agreement with no issues.

#### **ALTERNATIVES:**

Discretion of the Village Board.

#### RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing the Approval of a Four (4) Year Contract (2025-2028) with Consulting Engineering, Inc. for the Leak Detection Services in the not-to-exceed amount of \$55,360.

#### BUDGET IMPACT:

Funds in the amount of \$12,000 were allocated in FY2025 account no. 51050540-549990. There are sufficient funds available for the slight overage.

#### ACTION REQUIRED:

Approval of the Resolution Authorizing the Approval of a Four (4) Year Contract (2025-2028) with Consulting Engineering, Inc. for the Leak Detection Services in the not-to-exceed amount of \$55,360.

#### ATTACHMENTS:

DescriptionUpload DateTypeRES - 2025-2028 Leak Detection Services2/19/2025Resolution LetterBID - Consulting Engineering, Inc.2/11/2025Backup Material

#### RESOLUTION NO.

## AUTHORIZING THE EXECUTION OF A FOUR (4) YEAR CONTRACT (2025-2028) WITH CONSULTING ENGINEERING, INC. FOR THE LEAK DETECTION SERVICES IN THE NOT-TO-EXCEED AMOUNT OF \$55,360

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, in an effort to reduce our water loss seek to perform a water leak survey, and

WHEREAS the Village of Bensenville advertised for bids on December 19, 2024, and

WHEREAS the Village of Bensenville received two (2) bids and the lowest bidder was Consulting Engineering, Inc., and

WHEREAS the Village of Bensenville seeks to enter a contract with Consulting Engineering, Inc, in the not-to-exceed amount of \$55,360.

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 Execution of a Four (4) Year Contract (2025-2028) with Consulting Engineering, Inc. for the Leak Detection Services in the not-to-exceed amount of \$55,360.

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

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 25, 2025.

	APPROVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
AYES:	
NAYS:	
ABSENT:	

REQUIREMENTS

# Required of ALL bidders:

5% Base Bid Bond Deposit (bid bond or certified bank check attached)
Contractor's Application License (ensineering license evaileble)
Bid Compliance Certification
Contractor Information Sheet
Complete Bid Price Form
Bidder Reference Form
Contractors Drug-Free Workplace Certification
Sexual Harassment Certificate
Contractors Illinois Department of Revenue Tax Compliance)
Certificate of Compliance - Criminal Code of 2012

# **Required** of **Awarded** Contractor(s)

- ☐ Performance Bond on AIA A132 Form
- ☐ Signed Contract
- □ Certificate of Insurance
- ☐ W9 Form

(Contractor Signature) I understand the list of Requirements for Bidders and for Awarded Contractor

700

# 2025-2028 PRICE BID FORM

CONTRACT YEAR	MILE OF PIPE	UNIT COST PER MILE	TOTAL
2025	80 (eighty) miles	\$ 173.00	\$ 13,840.00
2026	80 (eighty) miles	\$ 173.00	\$13,840.00
2027	80 (eighty) miles	\$ 173.00	\$ 13,840.00
2028	80 (eighty) miles	\$ 173.00	\$13,840.00
TOTAL BID I	PRICE FOR 2025 DETECTIO	5-2028 LEAK N SERVICES	\$ 55,360.00

Hourly Rate for occasional on-call leak detection (limited scope): \$ 400.00

Minimum Charge for occasional on-call leak detection: \$ 1,200.00

The above price will remain in effect through the duration of the Contract. The fees for leak detection will be based on per mile of pipe, regardless of pipe diameter or material. All work associated with performing the leak detection and leak pinpointing shall be included in the unit of price per mile.

Lowest bid price will be based on the total price for 80 (eighty) miles of pipe, not the hourly rate for occasional work.

Authorized Signature

1-20-2-25

Date

Where bidders is a corporation, add:

(Secretary or other authorized officer)

SEAL SEAL

(CORPORATE SEAL)

# VILLAGE OF BENSENVILLE BID COMPLIANCE CERTIFICATION

, Y Chan , having been first duly sworn, depose and state that:
(Owner/authorized company representative)
Consulting Engineering Inc. ("Contractor"), having submitted a Bid for:  (Name of Company)
Leak Detection Services to the Village of Bensenville hereby certifies that Contractor: Consulting Engineering Inc.
<ol> <li>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).</li> <li>is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:</li> </ol>
<ul> <li>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</li> <li>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.</li> </ul>
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 drivers (Name of employee/driver or "all employee drivers")
is/are currently participating in a drug and alcohol-testing program pursuant to the aforementioned rules.
<ul> <li>4. is in full compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et. seq.</li> <li>5. is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq.</li> <li>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).</li> </ul>
By: Y Chan (Officer or Owner of Company stated above)
Title: Principal Owner & Civil Engineer
SUBSCRIBED AND SWORN to before me
This Aday of Jan , 2025.  NOTARY PUBLIC  SARAH REINHARDT  Notary Public, State of Ohio  My Commission Expires  January 24, 2026  COMMISSION: 2021-RE-825625

# **BID BOND**

# **Travelers Casualty and Surety Company of America** Hartford, CT 06183

#### **CONTRACTOR:**

(Name, legal status and address)

Consulting Engineering, Inc. 19655 Tanbark Ln Strongsville, OH 44149

#### OWNER:

(Name, legal status and address) Village of Bensenville Office of the Village Clerk

12 South Center Street Bensenville, IL 60106

BOND AMOUNT: Five Percent of the Total Amount Bid

#### PROJECT:

(Name, location or address, and Project number, if any)

consent for an extension beyond sixty (60) days.

Village of Bensenville Office of the Village Clerk 12 South Center Street Bensenville, IL 60106

Project name: 2025-2028 Leak Detection Services

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

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.

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America One Tower Square Hartford, CT 06183

	SEAL SEAL					
Y Chan	******					
(Principal)	(Seal)					
Principal Owner & Civil Engineer						
(Title)						
Travelers Casualty and Surety Com	pany of America					
	AND SURETLY					
(Surety)	92.					
(Sur Cij)	93:					
Attorney-in-Fact	SEAL YUNG					
	Y Chan  (Principal)  Principal Owner & Civil E  (Title)  Travelers Casualty and Surety Com					



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

#### **POWER OF ATTORNEY**

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint **EDITA ABRUDEANU** of **FRISCO**, **Texas**, their

true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 16th day of February, 2024.







State of Connecticut

City of Hartford ss.

Bryce Grissom, Senior Vice President

ed Bryce Grissom, who acknowledged himself to be the Senior Vice President of

On this the **16th** day of **February**, **2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

NOTARY PUBLIC Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

day of







Mar E. Huylan Kevin E. Hughes, Assistant Secretary

# **CONTRACTOR INFORMATION**

NAME (PRINT)  Y Chan   Principal Owner & Civil Engineer					
SIGNATURE					
COMPANY NAME (PRINT)	Consulting Engineering Inc.				
ADDRESS	19655 Tanbark Ln.; Strongsville, OH 44149				
TELEPHONE	440-238-9699 x206				
FACSIMILE	440-238-9699				
EMAIL	y.chan@cengr.co				

Please Return to:

Corey Williamsen Deputy Village Clerk Village of Bensenville 12 S Center St. Bensenville, IL 60106

The Bid must be in a **sealed opaque** envelope **plainly marked**: "2025-2028 LEAK DETECTION SERVICES"

The Bids must be received by **9:00 AM, Wednesday, January 29, 2025** and thereafter immediately publicly opened and read in the Village Hall Board Room.

It shall be the responsibility of the Contractor to deliver its Bid to the designated person at the appointed place, prior to the announced time for the opening of the Bids. Bids submitted unsealed, unsigned, via fax or e-mail transmission, or received subsequent to the aforementioned date and time, will be disqualified and returned to the Contractor.

\*See attached which includes names, client, contact information, project details and letters of reference. More references and information available upon request. <u>CONTRACTOR REFERENCES FORM</u>

Provide three (3) references for current or former clients with requirements/scope of work similar to those included in this Bid. References of local government or related agencies is preferred. The VILLAGE reserves the right to contact any references listed.

Reference #1:	
Client/Municipality Name:	
Address:	
Contact Person:	
Telephone	
Fax	
Email Address:	
Reference #2:	
Client/Municipality Name:	
Address:	
Contact Person:	
Telephone	
Fax	
Email Address:	
Reference #3	
Client/Municipality Name:	
Address:	
Contact Person:	
Telephone	
Fax	
Email Address:	

# LIST OF EQUIPMENT

List (or attach) all the Equipment that will be used on this Project:

*See attached which includes make, model, and description.					

# CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act", the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantees of contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) aBide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) the penalties that may be imposed upon employees for drug violations.
- (c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph
- (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.

# CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION (continued.)

- (f) Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

Consulting Engineering Inc.
Contractor

ATTEST:

Y Chan | Principal Owner & Civil Engineer

DATE: 1-20-202 S

# SEXUAL HARASSMENT CERTIFICATE

Consulting Engineering Inc. hereinafter referred to as "Contractor" having submitted a Bid/Bid for **Leak Detection Services** to the Village of Bensenville, DuPage County, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775

ILCS 5/2-105(A)(4) including the following information:

- 1. An acknowledgment of the illegality of sexual harassment.
- 2. The definition of sexual harassment under State law.
- 3. A description of sexual harassment, utilizing examples.
- 4. The contractor's internal complaint process including penalties.
- 5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
- 6. Directions on how to contact the Department of the Commission.
- 7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of

Human Rights upon request.

Ву: \_

Authorized Agent of Contractor

Subscribed and sworp to

before me this\_

) ah

2025.

**NOTARY PUBLIC** 

SARAH REINHARDT

Notary Public, State of Ohio My Commission Expires January 24, 2026 COMMISSION: 2021-RE-825625

# CONTRACTOR'S ILLINOIS DEPARTMENT OF REVENUE-TAX COMPLIANCE

Consulting Engineering Inc. , having submitted a Bid/Bid for Leak Detection Services to the Village of Bensenville, hereby certifies that said contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- 1) It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- 2) 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.

By:

Authorized Agent of Contractor

SUBSCRIBED AND SWORN to before

Me this

, 2025

**NOTARY PUBLIC** 

TARY PUBLIC

SARAH REINHARDT Notary Public, State of Ohio My Commission Expires January 24, 2026 COMMISSION: 2021-RE-825625

# CERTIFICATE OF COMPLIANCE - CRIMINAL CODE OF 2012

720 ILCS 5/33-1 et. Seq.

I, Y Chan	_, the contractor unde	er a certain contract date	ed:
1-21-2025 with the Village of	Bensenville for Leak [	Detection Services	hereby certifies
that said contractor is not barred from any applicable provision of the Crim	om Bidding on the afor	esaid contract as a resu	It of a violation of
Contractor:			
By: Y Chan		STARY PUBLICATION	SARAH REINHARD
Title: Principal Owner		* * *	Notary Public, State of Ohio My Commission Expires January 24, 2026 COMMISSION: 2021-RE-82562
SUBSCRIBED AND SWORN to before	•	VATE OF OH	OOMMOOTOTAL
me this $\frac{21}{\Lambda}$ day of $\frac{\sqrt{4}}{2}$	, 2025.	201	
	-		
NOTARY PUBLIC			



# Proposal for Water System Leak Detection Services

City of Bensenville, IL



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#### 1. Introduction

### **Cover Letter**

Consulting Engineering Inc. (CEI) is pleased to submit its technical proposal through this letter to the City of Bensenville for their Leak Detection Program.

We believe our response meets the requirements set out by the City of Bensenville where CEI's methodology will abide by the City of Bensenville's technical specifications. If the City of Bensenville determines that CEI's response is deficient in any way, CEI respectfully requests to be notified and, where appropriate, given the opportunity to correct any such deficiency.

Please, forward any questions, comments, or concerns regarding this solicitation response to Y Chan via the contact information below. On behalf of the CEI team, we thank you for the opportunity to respond to these contract documents and look forward to serving the City of Bensenville.

Sincerely,

Y Chan
Civil Engineer & Principal Owner
Consulting Engineering Inc.
440-238-9699 x206

Y.Chan@cengr.co



#### Company Profile

CEI has no existing or past financial relationships with the Authority's Governing Board, staff, and/or entities for which said members are employed or have an interest.

#### History

Founded in 1984 as an S-corp, Consulting Engineering, Inc. (CEI) is a bona fide RSB/MBE/DBE/CSB/EDGE-certified team of consultants specially trained for the requirements of this project. CEI has successfully completed hundreds of design, study, forensic, administration, and inspection projects including transportation systems, water systems, site improvements, land surveying, structural design, construction inspection & administration, and leak detection surveys & pinpointing with expertise across North America.

#### Equipment

We utilize state-of-the-art leak detection equipment to identify, pinpoint, measure, and reduce water losses in metallic and non-metallic systems with varying pressure zones in rural, suburban, and high-density areas with varied distances between assets such as hydrants, valves, and meters. We are equipped with analog and digital devices from Vivax-Metrotech, Subsurface Leak Detection, Itron, Zcorr, CST/Berger, SebaKMT, Samsung, and Apple to stop water loss.

#### Philosophy

CEI uses the Plan-Do-Study-Act (PDSA) iterative problem-solving model. We believe what gets measured gets improved. By planning a detailed work program with scheduled metrics, we execute comprehensive leak detection services on solid footing with results going back into the PDSA feedback loop. CEI has the experience breadth, history, depth, and qualifications needed to make this program a resounding success.

#### **Our DNA**

Our partnership with ESRI allows us to utilize <u>ArcGIS</u> to capture valuable data such as asset conditions, mapping conditions, photos, and virtually any field condition allowing municipalities a means to update their system and receive accurate reports. This data is collected in real-time with GPS-enabled, devices so accountability and safety are built into the DNA of our process.

#### Safety

As an engineering firm, we are MUTCD and OSHA compliant. We recognize the importance of making our customers happy along with those they serve so our conduct, dress, communication, and visibility are made clear before our boots touch the ground.





#### 2. Approach for Work Completion

#### **Approach**

Prior to the daily execution of leak detection activities, all pre-work and planning will have been completed to abide by state DOT & MUTCD standards. CEI requests all water maps and areas of interest, preferably as shapefiles, to be provided before the start of field work to maximize efficiency in scheduling the route.

Daily, the sequence of work will include all the following activities with the Field Services Leader overseeing these activities which will primarily be done during normal work hours:

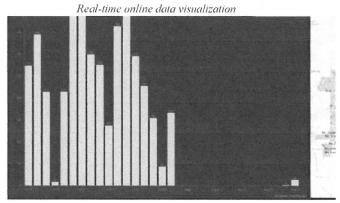
- Safety meeting.
- Anticipated work areas will be communicated weekly with daily updates by street, block areas, or ArcGIS polygons.
  - Permission for nighttime, weekend, & holiday work will be communicated.

#### Phase 1, Sounding:

- Listen to all accessible hydrants, hydrant auxiliary valves, main line valves, and curb stops (if needed)
  - For non-metallic water mains, apply a ground microphone over the main at a maximum of ten (10') foot intervals with attention to known main tie-ins, bends, and service taps.
  - O Where mains are located off the roadway, the edge of the paved surface may be used as the listening surface when the main is within 3' of the road edge. Where the main is more than 3' from the road edge, the ground mic shall be applied directly over the main.
- Collect asset data in ArcGIS during sounding: sound intensity, identified leaks, asset defects, mapping discrepancies, visual water, photos, and comments. Move to the next identified asset in survey.
- During pinpointing, identify nearby assets to determine if leak noise is audible at other locations to narrow leak location points and assess the probable size of the leak (valves/meter boxes, etc.).

#### Phase 2, Pinpointing:

- Begin correlation between the two assets then place correlator sensors on two identified assets.
- Enter all know information on control box (distance, pipe material, diameter, etc.).
- Identify nearby assets to determine if leak noise is audible at other locations to narrow leak location points and assess the probable size of the leak (valves/meter boxes, etc.).
- If a leak is identified & the main location is known, then use a measuring wheel to paint or tack & hub.
- Document leak location markings with a digital photograph then upload to ArcGIS. Video is optional.
- Record pinpointed leak characteristics including, but not limited to:
  - Location information, address, and GPS coordinates
  - o Suspected leak type with estimated GPM
  - Recommended corrective action(s) with any information that will assist repairs.
- Leakage rates will be determined by measurements and results obtained be as recorded by the listening device(s) and the size and shape of the correlation graph.



19655 Tanbark Ln | Strongsville, OH 44149 Tel: 440.238.9699 | Email: ce@cengr.co | Website: www.cengr.co



#### Reports

Reporting will be cumulative where applicable.

- Where info is available the date, location, pressure zone, service area, leak type, size, material, volume, cost, visibility, priority, technician, and comments will be reported.
- Immediately, reports will be for visible or potentially hazardous conditions such as water main breaks, broken services, or erosion.
- o Daily reports will be emailed indicating the amount of pipe surveyed and leaks with accompanying severity, urgency, mapping discrepancies, and assets irregularities.
- Weekly, reports will include areas and asets surveyed. Comments including productions rates & variation, suspicious noise, correlation activities, and pinpointed leaks.
- Monthly, reports will include survey areas, summary of critical components, disruptions, discussion of results, identified leaks, discrepancies, and graphical summarization of findings along with upcoming work.
- A final report will include compiled, pertinent data with findings, recommendations, methodology, equipment used, tabulated summary, maps, photos, analysis, and results.
- Deliverables will be transmitted electronically to our client in Microsoft Project and emailed in printable PDF format.

Inspection of water mains will be based on pipe material with the following guidelines to maximize both effectiveness and efficiency:

- Metallic Pipelines listening through direct contact with water assets 300 linear ft (91.4m), which
  may include hydrants and mainline valves.
- Non-Metallic pipelines listening through direct contact to all accessible water assets including
  valves, hydrants, service connections, air releases, visible pipe sections, etc. Digital correlating
  loggers with the ability to record sound for desktop analysis may also be utilized.

#### **Equipment Utilization**

The standard equipment listed in our proposal is the expected equipment to be available and utilized on this project. Our equipment has been proven to achieve the desired results of locating and pinpointing potential leaks on various pipe materials. All equipment has been used for 7+ projects. We perpetually carry brand new backups. The sound attenuation of non-metallic pipe demands a more frequent testing interval so we will be utilizing more contact points. The digital loggers will be utilized when there is a lack of contact points or ambient noise becomes problematic and testing of overnight pipe sections is desired.

#### Repaired Leak Sites

After each leak has been successfully repaired or stopped, the Surveyor shall electronically re-survey each repaired leak site to verify a positive repair by the utility owner, plus detect and locate any possible undiscovered leakage whose sound may have coincidentally been masked or overpowered by the original leak's sound. Verification and cancellations are recorded in ArcGIS for data-analysis and historical purposes.





#### **Large Diameter Mains**

To eliminate vehicular, pedestrian, airplane, train, and any other environmental ambient noise, CEI recommends night work for large diameter mains. This will allow us to avoid consumption while mains are fully pressurized for clear sounding. CEI will sound all listening points on large diameter mains. These mains will be reserved for our most experienced personnel who have shown a history of locating main breaks, joint leaks, packing leaks on open geared valves and bypass valves, bypass bonnet leaks, and abandoned corporations.

#### **Adverse Conditions**

CEI understands that the team may encounter various topographies, pipe materials, soil types, vegetation conditions, roadway surface covers, etc. which may add additional constraints to the leak identification effort. To combat these conditions, CEI will utilize additional techniques to pinpoint the source of a suspected leak.

- Line Locator
  - Confirming the pipeline location will be the first step in pinpointing a leak in adverse conditions. This allows the technician to prioritize the search area leading to visual inspection of other utility assets for water infiltration.
- Visual Inspection of other utilities
  - Identifying the location of other utility assets and manholes allows the technician to perform visual inspections where they may see water infiltration from the suspected leak which will in turn reduce the search area and aid in the pinpointing effort.
- Water sampling
  - o Taking a residual chlorine measurement of any visible water or water infiltration of another utility will add confidence that a leak is present.
- Ground mic utilization
  - In situations where there are not 2 assets to correlate on either side of a suspected leak, a ground mic may be utilized for pinpointing.
  - A ground mic may be used to confirm correlated results. A ground mic plate will be used on non-paved surfaces as most ground mics are designed for paved roads.
- Static pressure testing
  - Pinpointing crews will be equipped with gauges that can be affixed to a fire hydrant to check the system pressure to see if a leak may be present.
- Overnight loggers
  - For high ambient noise situations, CEI may utilize overnight loggers with the ability to correlate and record suspected leak sounds.





#### **Quality and Features of Proposed Equipment**

CEI uses a variety of listening devices in order to leverage filtering options, annual services, and calibrations. All equipment is recharged daily while teams are outfitted with backup batteries, devices, and attachments such as headphones, attachments, cords, and lanyards. The use of different devices allows for greater comparison, re-calibration, and training options. Naturally, these devices have different performances based on material differences so the variety of equipment means greater accuracy for our customer.

#### SebaKMT HL 50-BT with GM-80

This ubiquitous instrument was created by Vivax-Metrotech and compatible with the GM-80 ground mic. This SebaKMT water network survey leak locator tool has outstanding acoustic properties which enable the operator to locate large and small water leaks. Three basic filter settings allow the user to adjust to any leak scenario. The integrated LCD screen displays the actual measured sound level as a number and simultaneously as a bar graph. After each new measurement, the previous level will still be displayed to compare sound levels.



This listening device can be used to investigate potential leak noises. Based on the digital readout, verification and pinpointing can be prioritized. In addition, upon the follow-up visit, the applicable appurtenance can be rechecked to confirm a leak noise is still present, at or greater than the value of the initial visit. This confirms a leak is indeed present and eliminates false-positive reporting.

#### SebaKMT HL 5000 with GM-80

Along with being compatible with the GM-80 ground mic, this equipment uses modern digital signal processing technology (DSP) to clearly recognize the leak sound, even with substantial environmental ambient noise. The sounds are both audibly perceived and graphically displayed using dual segment analysis (DSA) technology. For the user this means greater reliability in locating water losses.



#### HWM L-mic

The well-known HWM L-mic is an easy-to-use, low cost, electronic listening stick and ground microphone combined. It is ideal for general leak sounding operations and can be fitted with either a tripod foot (for use as a ground microphone) or probe rods (for sounding at fittings or in soft ground). The control unit is hand-held with a 'trigger' operation and a volume/sensitivity rotary control. An LED indicates operation and battery status. This lightweight unit can be used to confirm the position of underground leaks audibly from ground level, sound pipe fittings penetrate soft ground to listen for leaks and carry out traditional acoustic surveys.



#### Subsurface Leak Detection LD 8

Accurate and reliable, the SubSurface LD 8 is a lightweight instrument for water leak detection of hydrants and fixtures. This leak detection tool uses contact rods attached to a piezoelectric sensor and amplifier to connect to water line fixtures so the construction professional can listen for the sound of unwanted water flows. Also, the amplifier comes with an amplification range of 55 decibels with a frequency range of 100 to 2,000 Hertz.



The LD-8 includes a short contact rod used for listening to hydrants while the long contact rods are used for below-grade meters and valves. Also, this water leak detector has a two-digit LCD display that is easy-to-read.



#### Subsurface Leak Detection LD 15

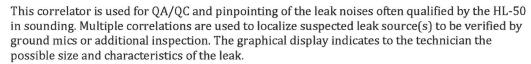
The SubSurface Instruments LD-15 Leak Survey Equipment offers the best solution for listening to leaks at hydrants, valves, and meters. It features a high-sensitivity sensor with a sealed waterproof Neodymium magnet. Equipped with an amplifier, this device has superior audio quality and amplifies to 56 db. This device includes three filter ranges and comes with both survey & pinpoint functions for water leaks. Plus, the sensor has a resonance frequency of 950 Hertz which can detect the faintest of sounds. With an IP68



protection rating, this unit is dustproof and water submersible up to 3 feet for 3 hours. It comes with a large meter display for easy reading and up to 80 hours of battery life.

#### Subsurface Leak Detection LC 2500

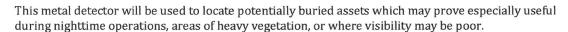
The SubSurface LC-2500 Leak Noise Correlator is lightweight and compact, yet it offers full capabilities for programming and correlating leak noise from many different pipe materials and diameters. Great Sensors, powerful radios and fast processing of sounds make the LC-2500 truly the best performing correlator on the market.





#### CST/Berger Magna-Trak Locator

The Magna-Trak locates ferromagnetic objects which may be concealed by earth, road surface, snow, and/or water. These objects may include hydrants, marker magnets, manhole covers, valve rods, surveying marks and rods, water meters, etc.





#### Vivax-Metrotech VM-810 Line Locator

The antenna system in the locator is different from a normal locator. Rather than place antennas on the same center line, one antenna is offset to the right and another to the left. Coupled with extremely sensitive electronics enables the locator to find which antenna is receiving the strongest signal, indicating which direction one should move to be over the buried line. The VM-810's Distance Sensitive Left/Right Guidance provides a sharper, crisper, response, allowing for greater accuracy in line location.



This line locator will verify the line location in the street to enable accurate pinpointing and field markings of leak locations.

#### **Lovibond Chlorine Tester**

Free Chlorine (hypochlorous acid) reacts with Ammonia and certain Nitrogenous compounds to form Combined Chlorine. With Ammonia, the reaction produces chloramines which have very little disinfecting power; thus, it is important to be able to determine the various fractions of Chlorine present at any one time. DPD (NN Diethyl p Phenylene Diamine Sulphate) is the preferred reagent for the determination of Free, Combined and Total Chlorine. It is available in Tablet, Liquid and Powder form.

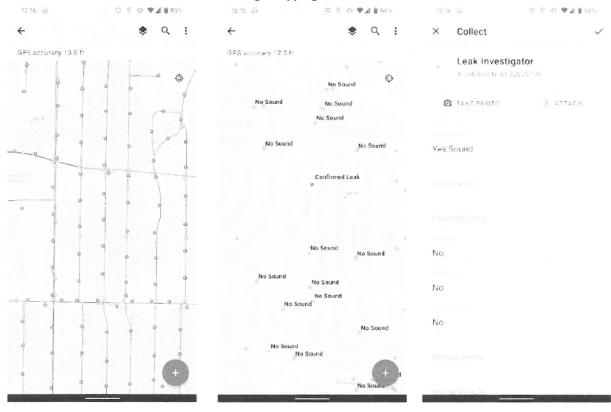


Total Chlorine can also be measured using a Potassium Iodide reagent. This can measure concentrations of up to 300 mg/l chlorine and is widely used in food manufacturing and industrial water treatment.



#### Data-Enabled Collection Devices with ArcGIS

GPS & data-enabled devices with ArcGIS Field Maps allow our specialists to collect photos, videos, acoustics, mapping discrepancies, and all assessment data. Our devices include Samsung, Apple, and LG phones, tablets, & PCs. With interactive mapping, we import GIS shapefile(s), update GIS information, and provide valuable information using our flexible data-driven solutions and analysis tools. By creating customizable layers, our leak detection specialists can collect information which can be represented visually and represent patterns in whatever manner we find valuable. Though this information is visually stunning, the power behind this is our teams can share and access information through mapping, embedded information, and dashboards.



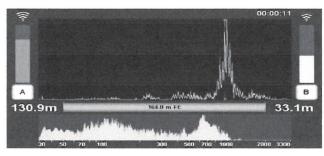


#### SebaKMT Corelux C-3 Correlator

The acoustics of pressurized water travel in all directions of the pipe. This noise is recorded, amplified, and sent wirelessly to the correlator by 2 sensors (piezo mic, hydrophone) which are attached to the pipe (e.g. valve, hydrants). The C-3 compares the signals then calculates the distance based on the delays time of the signals, sensor distance, and sound velocity in the pipe.

This hybrid correlator can be used for online and offline correlations. The C-3 is capable of multi-correlation without pipe parameter input, possesses a touch display with an intuitive user interface, has long operating times, has inductive sensor charging, and can pinpoint using multi-sensors or a ground mic. This device is perfect for all piping materials.







#### **ZCorr Digital Correlating Loggers**

ZCorr digital correlating loggers offer significant advantages over listening loggers by detecting and pinpointing multiple leaks in a zone overnight. ZCorr's technical advances make leak surveying viable for water utilities at less effort and cost.

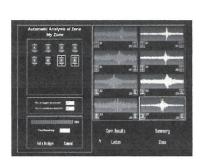
ZCorr is a software-driven approach that allows a distribution system leak survey to be efficiently directed from the office, integrating leak detection data, maps, and database tools to:

- Plan the survey and print deployment orders.
- Pinpoint leaks and print repair reports.
- Track survey progress and performance.

The ZCorr survey has 3 steps: DEPLOY, RETRIEVE and ANALYZE. Each step can be taken either in the office or in the field.









#### **Policy & Affiliation Statements**

#### **Health & Safety Policy**

It is the policy of Consulting Engineering Inc. to provide a safe and healthy culture for our employees and to observe all State and Federal Laws and Regulations, including but not limited to training and certifications associated with our tasks in the context with which they are performed to follow safe practices and to recognize, correct, and/or avoid unsafe working conditions.

Active participation and adherence to the Safety Program is a condition of employment. No individual should work at a job that he or she knows is not safe. Therefore, we must make every workplace safe by detecting, correcting, and reporting unsafe conditions, as well as the detection of unsafe work practices.

Our Safety Policy has equal importance with Consulting Engineering Inc.'s policies of providing the best quality and most productive service in our industry with a goal of preventing all accidents and injuries. Because of the many different hazards of our industry, we must maintain a constant safety awareness to achieve this goal.

#### **Public Safety**

We recognize the importance of making our customers happy along with those they serve so our conduct, dress, communication, and visibility are made clear before our boots touch the ground. Operations are planned & conducted to maximize convenience to the public including permission to access inaccessible areas.

Our plan conforms to the MUTCD (Section 6G.02 Type of Temporary Traffic Control Zone Activities, Work Duration). Our work follows the guidelines of mobile work (work that moves intermittently or continuously) which specifically mention frequent stops for activities such as utility operations. Our traffic plan satisfies Canada's Traffic Control Manual (Sections 18.3 Standards of Traffic Control and 8.24 High-visibility Apparel).

CEI's work vehicle(s) maintain an oscillating dome light, traffic cones, 4-way blinkers, CEI branded magnets & DOT-approved Class III reflective high-visibility clothing, and a survey sign for advanced traffic warning to increase visibility. The survey sign is periodically retrieved and repositioned in advanced warning areas.

CEI requests a laminated letter from the Water Utility Superintendent to be displayed in-vehicle and presented to residents and authorities should they have questions including contact information. Additionally, we carry branded identification which matches our equipment.



Any additional concerns may be found in the adverse conditions detailed in the methodology and will be addressed in the kickoff meeting.

#### **Meter or AMR Manufacturer Affiliation**

CEI has no affiliation with any meter or AMR manufacturers.

#### Cleanup

CEI maintains neat, orderly working conditions to ensure environmental and fire safety. Proper disposal of rubbish and maintenance of natural beauty is a part of our office and field culture.



## 3. Experience

## **Key Personnel**

#### Project Manager - 20+ years of experience



Y Chan is the Principal Owner and a Civil Engineer with a BSCE from the Ohio State University with a specialization in Structural Engineering (2003) who has managed civil design projects and leak detection programs for CEI since 2013. He managed all projects listed in this proposal while performing sounding and pinpointing, as needed. In addition to managing leak detection and water audit projects, Mr. Chan has managed and designed civil engineering and construction administration projects around the nation for ODOT, OTIC, PATH, NYCDOT, NYSDOT, PennDOT, MTA, MetroNorth, NHDES, GSA, Veterans Affairs, and numerous government entities. He is the architect of CEI's ESRI/ArcGIS program used for documenting listening points including asset defects, GIS mapping errors, photos, and acoustic results in ArcGIS Field Maps so the data is

readily accessible. He is a DOT-certified flagger, CPR-certified, and experienced in all Bentley programs, all AutoDesk programs, and Cartegraph. He manages all budgeting, scheduling, communications, data analysis, and reports.

## Experienced Oversight -30+ years of experience



Ray C. S. Chan, P.E., is the founder of CEI. He is a Structural and Hydraulic Engineer with his BSCE from the University of Illinois at Urbana-Champagne and masters from Virginia Tech. He is well-acquainted with water infrastructure projects, specializing in leak detection in the Cleveland Water System; the majority of the Cleveland master-metered suburban cities, including City of East Cleveland, Cleveland Heights (a client since 1990), the City of Bedford, the City of Lakewood, and other surrounding suburbs; and across North America.

Ray C. S. Chan, P.E., will be responsible for the program oversight. Mr. Chan has specialized in leak detection and location since 1974. He was the engineer-in-charge for the Pitometer Associates, assigned to the Cleveland Water Department in the early '80s where he detected and pinpointed leaks for the entire system (5,360 miles) including applying first generation leak correlation technique to pinpointing. Being in business for over thirty years, Mr. Chan believes in a safety-oriented team effort focused on clear communication while emphasizing quality assurance. Deliverables are expected to stay under budget while meeting established deadlines.

#### Field Services Leader - 15+ years of experience



Maurice Little's input is critical in the purchase of all water leak detection equipment. He is an expert in the use of all CEI leak detection equipment and the training of field technicians.

With thousands of miles of water utility experience, he has performed & executed all field services in this proposal. His conceptual skills, leak detection training, and field experience provide for the skills, knowledge, and expertise to evaluate and pinpoint leaking assets, document findings, and make recommendations for rehabilitation. Training and Certifications include ArcGIS Field Maps, Cartegraph, OSHA 30, Field Operations Classroom Training, Valve Operator, Truck Safety, Equipment and

Inspection Training, Trimble Operation and Data Management Training, First Aid/CPR Certification, Confined Space Entry Trained, Flagger Certification, Hydrant Flushing/Flow Trained (AWWA M17, NFPA 291), DOT Certified Vehicle Driver.

In addition to CEI projects, Mr. Little has performed the following:



Client	Years	Leak Detection	Valve &/or Hydrant Assessment	UDF	Confined Space	System Iso. (Shut-downs)	On-Call Services	Metallic	Non- Metallic	Miles
Anne Arundel County, MD	2017	Yes	Yes					Yes		210
Baltimore City, MD	2007-2013	Yes	Yes		Yes	Yes	Yes	Yes		160
Baltimore County, MD	2007-2013	Yes	Yes		Yes	Yes	Yes	Yes		220
Batavia, IL	2017-2018	Yes						Yes		190
Bayonne, NJ	2015	Yes						Yes		130
Buffalo Grove	2020-2022	Yes	4 2 2 C C C C C C C C C C C C C C C C C				Yes	Yes	90000000	183
Carol Stream, IL	2018	Yes	Yes	Yes				Yes	- 1000	140
Charles County, MD	2017	Yes	Yes			and a cold of the transfer and a cold of the cold and the		Yes	## 13 to 1 to 1 to 1 to 1 to 1 to 1 to 1 t	150
Cleveland, OH (CWD)	2016-2017	Yes	Yes			CAT OF THE PARTY O	Yes	Yes	920000	2,100
DC Water	2010	Yes	Yes					Yes		660
Dupage, IL	2014	Yes		Yes		0.000 mm m m m m m m m m m m m m m m m m		Yes	92.000	160
Edenton, NC	2009	Yes	Yes					Yes		130
Flagstaff, AZ	2017-2018	Yes	Yes					Yes	Yes	220
Georgia Environmental Finance Authority	2015	Yes						Yes		1,200
Hays, KS	2015	Yes						Yes		106
Howard County, MD	2016-2017	Yes	Yes		1/20		Yes	Yes		500
Jersey City, NJ	2015	Yes						Yes		210
Lakewood, OH	2020-2022	Yes			- California de			Yes	***************************************	240
Lowell, MA	2019	Yes				unterview (all gregoria challent and an early and gregory and an early and a security of the article and an environment		Yes		215
Massachusetts Water Resources Authority	2015, 2016, 2018	Yes			NATION AND ADDRESS OF THE PARTY		Yes	Yes		3,735
McKinney, TX	2011	Yes						Yes	Yes	120



Client	Years	Leak Detection	Valve &/or Hydrant Assessment	UDF	Confined Space	System Iso. (Shut-downs)	On-Call Services	Metallic	Non- Metallic	Miles
Middleborough, MA	2016	Yes						Yes		135
Minneapolis, MN	2015	Yes						Yes		440
Needham, MA	2012	Yes						Yes		150
New Hampshire Department of Environmental Services	2018	Yes						Yes		732
Norridge, IL	2017	Yes		Yes				Yes		44
North Kentucky, KY	2016	Yes					Yes	Yes		160
Pagosa Springs, CO	2015	Yes						Yes		240
Piqua, OH	2017	Yes					Yes	Yes		110
Pontiac, MI	2015	Yes	Yes					Yes	AND THE PROPERTY OF THE PROPER	
Puerto Rico Aqueducts & Sewers Authority	2015	Yes				42.00 and a second	Yes	Yes	Yes	1,700
San Antonio Water System	2015	Yes				100 00000000000000000000000000000000000		Yes		2,400
Surrey, British Columbia Canada	2017	Yes					Yes	Yes	Yes	180
Waco, TX	2014	Yes						Yes	Yes	190
Monroe County Water Authority, FL	2014	Yes	Yes	Yes				Yes	Yes	170
Wilson, NC	2015	Yes	Yes					Yes		130
WSSC, MD	2014, 2015	Yes	Yes					Yes		1,700



#### Field Services Technician - 15+ years of experience

Damian Booker has conducted acoustic surveying and valvebox assessment & cleaning for Tucson, AZ,; Buffalo Grove, IL; Carol Stream, IL; Oak Park, IL; Park Ridge, IL; Montgomery, PA; Baltimore, MD; Cleveland, OH, & Lakewood, OH. Mr. Booker has experience with Vivax-Metrotech, CST-Berger, Sub-Surface and SebaKMT products as well as traditional equipment. Mr. Booker has been trained and performs work on ArcGIS Field Maps and Cartegraph. OSHA 10 Certified.

#### Field Services Technician - 5+ years of experience

Calvin Roberts has conducted acoustic surveying and valvebox assessment & cleaning for Flagstaff, AZ; Springfield, IL; Carol Stream, IL; Lowell, MA; Buffalo Grove, IL; Oak Park, IL; Park Ridge, IL; Diablo, CA; Montgomery, PA; Cleveland, OH; & Lakewood, OH. Mr. Roberts has experience with Vivax-Metrotech, CST-Berger, Sub-Surface and SebaKMT products as well as traditional equipment. He has been trained and performs work on ArcGIS Field Maps and Cartegraph. OSHA 10 Certified.



#### Field Services Technician - 3+ years of experience

Michael Scott is a Leak Detection Specialist who has conducted acoustic surveying and valvebox assessment & cleaning for Lowell, MA; Park Ridge, IL; Buffalo Grove, IL; Oak Park, IL; Park Ridge, IL; Diablo, CA; Montgomery, PA; Cleveland, OH; & Lakewood, OH. He has experience with Vivax-Metrotech, CST-Berger, and SebaKMT products as well as traditional equipment. He has been trained and performs work on ArcGIS Field Maps and Cartegraph. OSHA 10 Certified.

#### Field Services Technician - 2+ years of experience

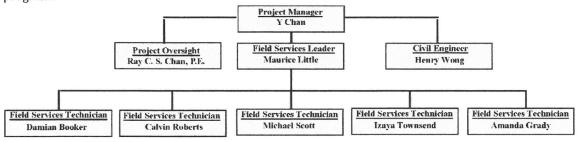
Izaya Townsend has conducted acoustic surveying and valvebox assessment & cleaning for Arlington Heights, IL; Buffalo Grove, IL; Glenview, IL; Montgomery, PA; Cleveland, OH; & Lakewood, OH. Mr. Gaither has experience with Vivax-Metrotech, CST-Berger, Sub-Surface, and SebaKMT products. He has been trained and performs work on ArcGIS Field Maps and Cartegraph. OSHA 10 Certified.

#### Field Services Technician - 2+ years of experience

Amanda Grady has conducted acoustic surveying and valvebox assessment & cleaning for Springfield, IL; Buffalo Grove, IL; Montgomery, PA; Cleveland, OH; & Lakewood, OH. He has experience with Vivax-Metrotech, CST-Berger, and SebaKMT products as well as traditional equipment. She has been trained and performs work on ArcGIS Field Maps and Cartegraph. OSHA 10 Certified.

#### Data Integrity, Office Support, Civil Engineer - 30+ years of experience

Henry Wong was a Leak Detection Specialist with CEI in the '80s and '90s who now provides support to field services using ArcGIS online, scheduling access to inaccessible areas, tracking crew production, verifying data integrity, generating daily reports, etc. He is familiar with all ESRI. Cartegraph, Bentley, and AutoDesk programs.





#### Representative Projects

Customer: Naperville, IL (\$545,292.00 Contract/yr)

Contact: Tony Conn | Deputy Director

Material: Metallic & Non-metallic | Completed: 2024 (2025, 2026) |

System Age: ~100 yrs.

Services Rendered: Leak detection of <u>748 miles</u> twice a year while documenting all listening points, defects, mapping discrepancies, sounds, and leaks along with emergency services.

Customer: Clearwater, FL (\$199,771 Contract/yr) Contact: Adam Brugman | Distribution Manager

Material: Metallic & Non-metallic | Completed: 2024 (2025, 2026) |

System Age: ~100 yrs.

Services Rendered: Leak detection of <u>730 miles</u> while documenting all listening points, defects, mapping discrepancies, sounds, and

leaks along with emergency services.

Customer: E Source and Cal Water (\$317,850 Contract/yr)

Contact: Kate Gasner | Vice-President of Operations

Material: Metallic & Non-metallic | Completed: 2022-2023 | System

Age: ~100 yrs.

Services Rendered: Comprehensive leak detection of <u>815 miles</u> and satellite leak detection of 163 Asterra POIs for the Hermoso Redondo, Livermore, Mid-Peninsula, and Westlake water systems in California.

Camorina.

Customer: Sweetwater, CA (\$154,5000 Contract/yr) Contact: Adam Brugman | Distribution Manager

Material: Metallic & Non-metallic | Completed: 2024 | System Age: ~100 yrs.

Services Rendered: Comprehensive leak detection of 395 miles and satellite leak detection of 618 Asterra

POIs while documenting all listening points, defects, mapping discrepancies, sounds, and leaks.

Customer: E Source and Cal Water (\$57,420 Contract/yr)

Contact: Kate Gasner | Vice-President of Operations

Material: Metallic & Non-metallic | Completed: 2024 | System Age: ~100 yrs.

Services Rendered: Comprehensive leak detection of <u>174 miles</u> and satellite leak detection of 36-mile

equivalent of Echologic logger POIs for the Bear Gulch water system in California.

Customer: Cleveland Water Department (\$130,000 Contract; \$640,750 Contract)

Material: Metallic | Completed: 2017, 2021-2023 | System Age:  $\sim$ 100 yrs.

Services Rendered: 2017 Leak detection survey services for <u>2,100 miles</u> while documenting all listening points in ArcGIS/ESRI. 2021-2023 comprehensive leak detection of Utilis/Asterra's <u>750 POIs</u> along with emergency services.

Customer: Cambridge, MA (\$57,750 Contract/yr)

Contact: Mark F. Gallagher | Director of Engineering & Distribution

Material: Metallic | Completed: 2022, 2023 (2024) | System Age: ~100 yrs.

Services Rendered: Annual leak correlation survey for  $\underline{185}$  miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks using the 100% correlation method.





Customer: Yarmouth, MA (\$48,576 Contract/yr)

Contact: Laurie J. Ruszala, P.E. | Superintendent of Water and Wastewater Material: Metallic | Completed: 2023 (2024, 2025) | System Age: ~100 yrs.

Services Rendered: Leak detection for 264 miles with ongoing emergency services while documenting all

listening points, defects, mapping discrepancies, sounds, and leaks.

Customer: City of Sandwich, MA (\$29,274 Contract/yr)

Contact: Dan Mahoney | Water Superintendent

Material: Metallic | Completed: 2021, 2022, 2023 | System Age: ~100 yrs.

Services Rendered: Leak detection survey services for  $\underline{145 \text{ miles}}$  while documenting all listening points and

leak detection results.

Customer: Lowell, MA Regional Water Utility (\$24,72, \$44,075 Contracts)

Contact: Paul Pires | Superintendent of Distribution

Material: Metallic | Completed: 2019, 2023, & 2024 | System Age: ~100 yrs.

Services Rendered: Leak detection survey services for 215 miles while documenting all listening points and

leak detection results.

Customer: Asterra/Utilis | (\$51,550 Contract)

Locations: Aqua, VA; Bristol, RI; Kline, PA; N. Kingstown, RI; Oak Creek, WI; Warren, OH

Contact: Fareed Nazaryfar | Customer Success Manager

Material: Metallic & Non-Metallic | Completed: 2022 | System Age: ~100 yrs.

Services Rendered: Comprehensive investigations of satellite POIs for water distribution piping while

documenting all listening points, defects, mapping discrepancies, sounds, and leaks.

Customer: Montgomery, PA (\$43,171 Contract/yr)

Contact: David Quinn | Project Manager at North Wales Water Authority

Material: Metallic | Completed: 2020, 2021, 2022, 2023, & 2024 | System Age:  $\sim$ 100 yrs.

Services Rendered: Annual leak correlation survey for  $\underline{136}$  miles with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks using the 100%

correlation method.

Customer: Bellevue, WA (\$15,750 Contract/yr)

Contact: Nathan Rauscher | Senior Engineering Technician, Water Operations & Maintenance Material: Metallic & Non-metallic | Completed: 2022, 2023, & 2024 | System Age: ~100 yrs.

Services Rendered: Leak comprehensive survey for 70 miles with ongoing emergency services while

documenting all listening points, defects, mapping discrepancies, sounds, & leaks.

Customer: U.S. Air Force (\$22,000 Contract)

Contact: Gary Krivokapich. P.E., CEM | Energy Utility Manager & Engineer of Davis Monthan AFB

Material: Metallic & Non-metallic | Completed: 2022 | System Age: ~100 yrs.

Services Rendered: Leak detection survey services for DM AVB water distribution piping while documenting

all listening points and leak detection results.

Customer: City of Normal, IL (\$46,600 Contract/yr)

Contact: John Burkhart | Director of Water

Material: Metallic | Completed: 2023 | System Age: ~100 yrs.

Services Rendered: Annual leak detection services for 200 miles documenting all listening points, defects,

mapping discrepancies, sounds, and leaks in ArcGIS.



Customer: City of Arlington Heights, IL (\$30,940 Contract/yr)

Contact: Scott Schweda | Water Superintendent

Material: Metallic | Completed: 2021, 2022, 2023, 2024 (2025) | System

Age: ~100 yrs.

Services Rendered: Leak detection survey services for <u>286 miles</u> while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Glenview, IL (\$29,274 Contract/yr) Contact: Jack Fragassi | Water and Sewer Supervisor

Material: Metallic | Completed: 2021, 2022, 2023, 2024 (2025) | System

Age: ~100 yrs.

Services Rendered: Leak detection survey services for <u>246 miles</u> while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Northbrook, IL (\$24,395 Contract/yr)

Contact: Joseph Rizzo | Utilities Superintendent

Material: Metallic | Completed: 2021, 2022, 2023, 2024 (2025) | System

Age: ~100 yrs.

Services Rendered: Leak detection survey services for <u>205 miles</u> of water distribution and <u>2020 POIs</u> piping while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Carol Stream, IL (\$23,120 Contract/yr)

Contact: Phil Modaff | Director of Public Works

Material: Metallic | Completed: 2021, 2022, 2023, 2024, (2025) | System Age: ~100 yrs.

Services Rendered: Leak detection survey services for 177 miles and private mains while documenting all

listening points and leak detection results with ongoing emergency services.

Customer: City of Lake Forest, IL (\$22,230 Contract/yr) Contact: Rich Volpe | Water & Sewer Superintendent

Material: Metallic | Completed: 2021, 2022, 2023, 2024 (2025) | System Age: ~100 yrs.

Services Rendered: Leak detection survey services for 170 miles while documenting all listening points and

leak detection results with ongoing emergency services.

Customer: City of Winnetka, IL (\$25,526 Contract/yr) Contact: Drew Ceckowski | Water & Electric Analyst

Material: Metallic | Completed: 2021, 2022, 2023, 2024 (2025) | System Age: ~100 yrs.

Services Rendered: Leak detection survey services for  $\underline{103}$  miles, twice a year, while documenting all listening points and leak detection results with ongoing emergency services.

Customer: City of Niles, IL (\$24,564 Contract/yr)

Contact: Jack Grana | Utilities Superintendent

Material: Metallic | Completed: 2021, 2022, 2023, 2024 (2025) | System Age: ~100 yrs.

Services Rendered: Leak detection survey services for 103 miles while documenting all listening points and

leak detection results with ongoing emergency services.





Customer: Village of Buffalo Grove, IL (\$25,000 Contract/yr) Contact: David K. Haisma | Superintendent of Water Operations

Material: Metallic | Completed: 2020-2022 | System Age: ~100 yrs.

Services Rendered: Annual leak detection services for <u>183 miles</u> with ongoing emergency services while all listening points, defects, mapping discrepancies, sounds, and leaks of 4,894 assets were documented in ArcGIS. Confirmed leaks were documented and reported in Cartegraph.

Customer: Springfield, IL Water, Light, and Power (\$29,000 Contract/yr)

Contact: Josh Stewart, P.E. | Water Distribution Engineer

Material: Metallic | Completed: 2019-2022 | System Age: ~100 yrs.

Services Rendered: Leak detection survey services for <u>224 miles</u> while documenting all listening points and

leak detection results.

Customer: City of Lakewood, OH (\$23,000 Contract/yr)

Contact: Nicholas DelVecchio | City of Lakewood Division Manager

Material: Metallic | Completed: 2020-2022, 2023, 2024, (2025-2027) | System Age: ~100 yrs.

Services Rendered: Bi-annual leak detection services for <u>240 miles/year</u> with ongoing emergency services while all listening points, defects, mapping discrepancies, sounds, asset types, and leaks were documented in ArcGIS.

Customer: City of Bensenville, IL (\$13,200 Contract/yr)

Contact: Vincent Smith | Operation Superintendent

Material: Metallic | Completed: 2021, 2022, 2023, & 2024 | System Age: ~100 yrs.

Services Rendered: Annual leak detection services for <u>80 miles</u> with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Cary, IL (\$10,200 Contract/yr)

Contact: John Stein | Deputy Director of Public Works

Material: Metallic | Completed: 2023 | System Age: ~100 yrs.

 $Services\ Rendered: Annual\ leak\ detection\ services\ for\ \underline{30\ miles}\ with\ ongoing\ emergency\ services\ while$ 

documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Park Ridge, IL (\$19,320 Contract/yr) Contact: Mark Miller | Superintendent of Public Works

Maria Mark Miller | Superintendencor rubne works

Material: Metallic | Completed: 2020-2022 | System Age: ~100 yrs.

Services Rendered: Annual leak detection services for <u>138 miles</u> with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Oak Park, IL (\$17,490.00 Contract/yr)

Contact: James Eggen, P.E. | Superintendent of Water & Sewer Division Material: Metallic | Completed: 2020 & 2022 | System Age: ~100 yrs. Services Rendered: Leak detection services for 106 miles documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: Rotterdam, NY (\$19,963 Contract/yr)

Contact: Jeffrey Trzeciak, P.E. | Senior Project Manager II of Prime AE Material: Metallic | Completed: 2023, 2024, & 2025 | System Age: ~100 yrs. Services Rendered: Annual leak detection services for Water District 3, 4, & 5 with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.





Customer: City of St. Clair Shores, MI (\$29,400 Contract/yr) Contact: Russ Miller | Water Department Superintendent

Material: Metallic | Completed: 2023 (2024-2025) | System Age: ~100 yrs.

Services Rendered: Annual leak detection services for <u>210 miles</u> with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Ecorse, MI (\$9,675 Contract/yr)

Contact: Dulanga Pathirana, P.E. | P.E. for Andersen, Eckstein, & Westrick

Material: Metallic | Completed: 2023 | System Age: ~100 yrs.

Services Rendered: Annual leak detection services for <u>43 miles</u> with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Havre de Grace, MD (\$9,000 Contract/yr)

Contact: Joe Conway | Chief of Construction and Program Management

Material: Metallic | Completed: 2022 | System Age: ~100 yrs.

Services Rendered: Annual leak detection services for <u>45 miles</u> with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Milton-Freewater, OR (\$10,335 Contract/yr)

Contact: Steven Patten | Public Works Technician

Material: Metallic & Non-metallic | Completed: 2022 | System Age: ~100 yrs.

Services Rendered: Annual leak detection services for <u>39 miles</u> with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: City of Diablo, CA (\$27,125 Contract)

Contact: Dan Muelrath | General Manager of the Diablo Water District

Material: Metallic & Non-Metallic | Completed: 2020 | System Age: ~100 yrs.

Services Rendered: Annual leak detection services for <u>175 miles</u> with ongoing emergency services while documenting all listening points, defects, mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: St. Joseph, MI (\$5,400 Contract)

Contact: Tom MacDonald | Director of Public Works (retired) Material: Metallic | Completed: 2021 | System Age: ~100 yrs.

Services Rendered: Annual leak detection services for 50 miles while documenting all listening points and

leak detection results.

Customer: City of Darien, IL (\$12,916.80 Contract/yr)

Contact: Kris Throm | Superintendent of Municipal Services

Material: Metallic | Completed: 2022-2023 | System Age: ~100 yrs.

Services Rendered: Annual leak detection services for 90 miles documenting all listening points, defects,

mapping discrepancies, sounds, and leaks in ArcGIS.

Customer: Erie, CO (\$14,816 Contract/yr)
Contact: Jared Muir | Utilities Superintendent

Material: Metallic | Completed: 2023, 2024 | System Age: ~100 yrs.

Services Rendered: Leak detection services for 45 miles documenting all listening points, defects, mapping

discrepancies, sounds, and leaks in ArcGIS.



September 13, 2024

To Whom It May Concern

It is my pleasure to recommend Consulting Engineering Inc. (CEI) for leak detection services. CEI has annually performed a comprehensive leak detection survey for us on over a 170 miles of water main the past four years.

I have been more than pleased with the results. Through Maurice Little, Field Manager, and his crew's efforts and dedication, they consistently meet deadlines and communicate progress and issues that arise. This has allowed us to make repairs on larger leaks and uncertain assets while they are still in town.

The final report CEI provides is thorough and precise. They have accurately identified leaks on hydrants, valves, service lines and distribution mains. CEI's consistency, accuracy and proactive approach has significantly contributed to the success of our projects.

I highly recommend CEI for leak detection services. Their professionalism, integrity and commitment to delivering accurate results will be beneficial to your city's projects.

Sincerely,

Rich Volpe City of Lake Forest Water & Sewer Supervisor 847-810-3570 volper@cityoflakeforest.com



Department of Public Works 717 E. Jefferson Street Bensenville, IL 60106

Office: 630.350.3435 Fax: 630.594.1148 www.bensenville.il.us

7/19/2024

To Whom it May Concern,

It is my pleasure to recommend Consulting Engineering Inc. (CEI) for leak detection services.

CEI performed comprehensive leak detection surveys of nearly 80 miles of water distribution system for the past 5 years for the Village of Bensenville.

Their performance fulfilled the terms and scope outlined in our agreement. They were within budget, on-time, responsive, communicative, and efficient. Their team stayed in constant contact, provided daily updates, and provided a concise report upon completion.

Specifically, we found the qualities of Maurice Little to be exceptional. Maurice showed a true passion for the work he was doing. He relayed updates at regular intervals and made certain the work was being done to the standards and expectations of the Village. He answered any questions and provided detailed responses in a timely manner. Working with Maruice was a real pleasure.

I confidently recommend CEI to conduct leak detection services as their expertise and passion will provide a great benefit to your community.

Respectfully,

Frank Palumbo

Superintendent of Operations
Department of Public Works
Village of Bensenville, Illinois
C: (630) 202-5444 | Fpalumbo@bensenville.il.us



## CITY OF CAMBRIDGE MASSACHUSETTS

WENY CAN BRANCH

Water Department

#### 7/29/2022

To: Whom it May Concern

From: Mark Gallagher, Director of Engineering and Distribution, CWD

Date: 7/29/2022

Re: Recommendation Letter - Consulting Engineering Inc. (CEI)

City Wide Leak Detection Survey

During the Spring of 2022, CEI staff conducted a City-Wide Leak Detection Survey of the 186 miles of water main that compromise the City of Cambridge Water Distribution System. Although Cambridge is a densely populated city that presents many challenges while working in the public right of way, the CEI staff always conducted themselves in a professional manner and often adjusted their scope of work to get past these challenges. These adjustments often caused their staff to work through the night in order to complete the survey in heavily trafficked areas. The staff's flexibility, hard work and diligence resulted in the project being completed on time and within budget. To date all the locations identified by CEI have been proven to be very accurate and has allowed the City of Cambridge to repair the leaks and stop the wasting of water.

Overall CEI has proven themselves to be a reliable and professional company which resulted in a very successful project. Therefore, I would highly recommend them for any large-scale Leak Detection services.

Sincerely,

Mark Gallagher, Director of Engineering and Distribution Cambridge Water Department 617-349-7754



#### Sandwich Water District

72 TUPPER ROAD, BOX 600 SANDWICH, MASSACHUSETTS 02563-0600

#### To whom it may concern:

I write this letter of recommendation for the firm, Consulting Engineering, Inc. (CEI), based on consideration of personnel, equipment and references – we awarded Consulting Engineering Inc. the contract for leak detection in Sandwich, MA for FY 2021 with options to renew in FY 2022 and FY 2023.

Using the latest electronic acoustic devices, loggers, and correlators, CEI identified potential leak locations by sounding assets connected to water mains. Implementing real-time, synchronized data collection through ESRI's ArGIS, CEI provided us with well-documented, measurable results; clearly communicated their areas of work and deployments; and conducted their tasks with the utmost safety which left us with a feeling of confidence in their expertise.

We decided to purchase offline mapping tablets from CEI for our field technicians so we would have the latest information on our water system. CEI's mapping solution included iPads with screen protectors, engraving, and drop-proof and water-resistant casing.

In closing, it has been a positive and professional experience working with Y Chan and his team for our leak detection project. Y is responsive, as are the field staff they employ. Maurice Little, our main field contact with CEI, worked with our personnel. For these reasons, I confidently and highly recommend CEI for leak detection and water distribution maintenance needs.

Regards

Dani Mahoney

Superintendent

Sandwich Water District

508-888-2775 or dmahoney@sandwichmass.org

## VILLAGE OF BUFFALO GROVE



Department of Public Works Fifty One Raupp Blvd. Buffalo Grove, IL 60089-2198 Fax 847-537-5845

**David K. Haisma**Supt. of Utility Operations
Phone 847-459-2545
dhaisma@vbg.org

#### To whom it may concern:

It is with pleasure I write this letter of recommendation for the firm, Consulting Engineering, Inc. (CEI). I have come to know their work through a 3-year contract they won for leak detection for Buffalo Grove, IL, for 2020-2022.

CEI implemented real-time and synchronized data collection through ESRI's ArGIS. Using electronic acoustic devices and loggers, CEI identified potential leak locations by sounding assets connected to water system. By sounding all accessible assets in Phase 1, then identified points of interest in Phase 2, CEI performed 183 miles of main line leak detection for Buffalo Grove to date. CEI provided us with measurable results, clearly communicated their whereabouts and deployments, and conducted their tasks with the utmost safety which left us with a feeling of confidence in their expertise.

In closing, it has been a great to work with Y Chan and the field staff. Y is responsive, as are the field staff they employ. Our main field contact for CEI, Maurice Little, provided his expertise with our personnel. For these reasons, I recommend CEI for leak detection and water distribution maintenance needs.

I can be reached at (847) 459-2045 or DHAISMA@VBG.ORG with any questions.

X David Haisma

David Haisma





December 15, 2020

To Whom It May Concern,

I write this letter of recommendation for the firm Consulting Engineering, Inc. (CEI). CEI was the lowest bidder on a Contract for leak detection for 2021. North Wales Water Authority conducts full system leak detection on a three (3) year rotating basis, surveying approximately 180 miles of main and appearances annually.

CEI performed real time and synchronized data collection through ESRI's ArGIS. Using the latest electronic acoustic devices and loggers, CEI identified potential leak locations by sounding assets connected to water mains. Using the 100% correlation method, CEI performed 180 miles of leak detection for the North Wales Water Authority to date. CEI provided us with measurable results, clearly communicated their whereabouts and deployments, and conducted their tasks with the utmost safety which left us with a feeling of confidence in their expertise.

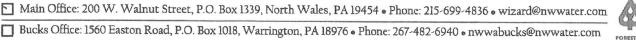
In closing, Y Chan and the field staff are very responsive to work with. Our main field contact for CEI, Maurice little, worked well with our personnel. For these reasons, I feel confident in recommending CEI for leak detection and water distribution maintenance needs.

I can be reached at dquinn@nwwater.com with any questions.

Thank you,

David Quinn, Administrator

gal 2in







87 Carol Lane P.O. Box 127 Oakley, CA 94561-0127 925-625-3798 Fax 925-625-0814 www.diablowater.org

December 15, 2020

To Whom it May Concern:

Directors: Edward Garcia President

RE: Leak Detection Services by Consulting Engineering Inc.

John H. de Fremery

Vice President

Kenneth L. Crockett Howard Hobbs Paul Seger

General Manager & Secretary: Daniel Muelrath

General Counsel: Jeffrey D. Polisner

Diablo Water District recently (Nov/Dec 2020) had 175 miles of water mains leak detected by Consulting Engineering Inc. We were happy with their services, staff, and management, as they finished the project on time and within budget.

Feel free to reach out to me if you have any questions about the scope of services they performed.

Sincerely,

Dan Muelrath General Manager



## City of Flagstaff

September 20, 2018

RE: Letter of recommendation for Consulting Engineering, Inc.

To whom it may concern:

It is with pleasure to write a letter of recommendation for the firm, Consulting Engineering, Inc. (CEI) I have become to know their work through a contract they won for a leak detection and valve box maintenance, in 2017.

CEI has performed nearly 255 miles of leak detection and valve-box maintenance for the City to date. 220 of these miles were completed on the first contract, during FY18, and another 35 of 90 miles have been completed in FY19. The original contract was written such that continuation each fiscal year could occur provided the work performed followed the scope of work, met the City's expectations, and City Council passed the budget.

Our evaluation team was impressed with CEI's proposal. Flagstaff is working towards real-time or synchronized data collection with our GIS and City-Works systems and CEI was very comfortable performing these tasks. Their strength is in completing the on-the-ground work. They provided us weekly updates consistently. We are working with CEI in this FY to better follow the scope of work, including collecting a photo of each valve box to populate our Collector App. Traffic control, a daily field work plan are also focus areas of our in working with CEI this FY.

In closing, it has been a delight to work with Y Chan and the field staff. Y is very responsive, as are the field staff they employ. Our main field contact for CEI, Maurice Little, has provided many recommendations for making better use of our Collector App, many or all of which we have implemented. For these reasons, I highly recommend CEI for leak detection and valve-box maintenance needs.

I can be reached at (928) 213-2405 or eyoung@flagstaffaz.gov with any questions.

Erin M. Young, RG

Water Resources Manager

City of Flagstaff, Water Services Division



#### City of Cleveland Frank G. Jackson, Mayor

Department of Public Utilities Division of Water 1201 Lakeside Avenue Cleveland, Ohio 44114-1175 (216) 664-2444 www.develandwater.com



March 22, 2017

Re: Recommendation of Consulting Engineering, Inc.

To whom it may concern:

This is to verify that the firm of Consulting Engineering, Inc. of Strongsville. OH has been employed as a sub-consultant to our prime consultant on our current leak detection and water audit project.

In that capacity, they have been a member of the CH2M Hill project team working on this project. Specifically, they have worked directly for their consultant, Wachs Water Services. Central Engineering's role in the project has been surveying the CWD water distribution system to identify potential leak locations by electronically listening to fire hydrants connected to water mains. As of this time, they have listened to approximately 35,900 fire hydrants covering 2,430 miles of water mains. So far, this work has eventually led to the identification and pin pointing of approximately 400 leaks by Wachs Water Services as part of this project.

To-date, their performance has fulfilled the terms of the Scope of Services outlined in our agreement. At the current rate, Consulting Engineering's role in this project is scheduled to be completed on-time and within budget. I confidently recommend Consulting Engineering for conducting leak surveying services.

Best regards.

Very truly yours,

J. Christopher Kocsan

Sr. Budget and Management Analyst

Cleveland Division of Water

## AMORY ENGINEERS, P.C.

WATER WORKS . WATER RESOURCES . CIVIL WORKS

25 DEPOT STREET, P.O. Box 1768 DUXBURY, MASSACHUSETTS 02331-1768 TEL.: 781-934-0178 • FAX: 781-934-6499 WWW.AMORYENGINEERS.COM

March 23, 2017

To Whom It May Concern

Subject: Comprehensive Leak Detection Survey Reference

It is my pleasure to recommend Consulting Engineering, Inc. (CEI), of Strongsville, OH for leak detection services. CEI successfully performed a comprehensive leak detection survey of approximately 135 miles of the water distribution system for the Town of Middleborough, MA in 2016.

CEI's performance fulfilled the terms of the Scope of Services for the project. The comprehensive leak survey was completed on-time and within budget. Their field and office personnel were knowledgeable, cooperative and highly professional during the work.

I would recommend CEI to conduct leak detection services in the future.

Very truly yours,

AMORY ENGINEERS, P.C.

By:

Richard S. Johnson, P.E.

Consulting Engineer for the Town of Middleborough

RSJ

March 20th, 2017

#### TO WHOM IT MAY CONCERN

It is my pleasure to recommend Consulting Engineering, Inc. (CEI) for civil engineering and leak detection services.

CEI performed a comprehensive leak detection survey, intermittently, from 1986-2011 for 60 miles of the water distribution system for the City of East Cleveland.

Their performance fulfilled the terms of the Scope of Services outlined in our agreement. This project was a resounding success as it was completed on-time and within budget.

I confidently recommend CEI to conduct leak detection services as their expertise will provide a benefit to your city.

Respectfully,

Ross Brankatelli, P.E.

Retired Service Director for the City of East Cleveland



March 20, 2017

Re: Letter of Recommendation – Consulting Engineering

To Whom This May Concern:

Consulting Engineering performed leak surveys for the City of Cleveland Heights for more than 10 years. During this period the company delivered high quality services, locating hundreds of leaks and saving the City of Cleveland Heights millions of dollars over this period by reducing wasted water and preserving this very valuable resource. During my tenure at the City of Cleveland Heights and in my previous position as Director of Water in a neighboring community, I used the services of Consulting Engineers annually. I have found Ray Chan to be very responsive and committed to helping communities address their leak issues within the water distribution system.

I wholeheartedly recommend Consulting Engineering to provide leak and engineering services. The City looks forward to continuing our relationship with the company in other capacities in the future. If you would like to discuss this company in more detail, please feel free to contact me at 216-291-5990 or via email at cclinkscale@clvhts.com.

Sincerely,

Collette Clinkscale

**Utilities Commissioner** 

TYPE: SUBMITTED BY: DEPARTMENT: DATE:

Resolution Amanda Segreti Public Works February 25, 2025

#### **DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with Clarke Environmental Mosquito Management, Inc. for the 2025 Mosquito Abatement Services Including Insecticide Tablets, in the Not-to-Exceed Amount of \$41,888

#### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
NA	NA

#### **BACKGROUND:**

Clarke Environmental Mosquito Management has performed mosquito abatement services for the Village for over twenty years. The program includes the following tasks:

- Task 1 General Services (includes survey, mapping, public relations, consultation, etc.)
- Task 2 Surveillance and Monitoring (includes weather modeling, mosquito tracking, floodwater migration model)
- Task 3 Larval Control (includes 8 larval site monitoring inspections, larval control spraying, and tablet installation training for staff)
- Task 4 Adult Control (includes adult mosquito spraying for MIP, Libertyfest, and community wide spraying as necessary)

#### **KEY ISSUES:**

Clarke has increased pricing slightly (3%) from \$30,630 to \$31,548. They are a trusted and reputable vendor for these types of services.

Public Works also buys Natular which is a larval growth inhibitor product. After receiving an annual training from Clarke, the Village staff places the Natular in storm sewer catch basins. The product is effective for 180 days. The cost (\$10,340) of this is reflected in the overall contract amount.

Clarke continues to perform the work with exceptional quality and service to our residents. They also provide mosquito abatement for every DuPage County municipality and township that offers the program.

Clarke's proposal is attached. The total cost of the program is as follows:

 Year
 2025

 Abatement
 \$ 31,548

 Natular Product
 \$ 10,340

 Total
 \$ 41,888

#### **ALTERNATIVES:**

Discretion of the Village Board.

### **RECOMMENDATION:**

Staff recommends the approval of the Resolution Authorizing the Execution of a Contract with Clarke Environmental Mosquito Management, Inc. for the 2025 Mosquito Abatement Services Including Insecticide Tablets, in the Not-to-Exceed Amount of \$41,888

#### **BUDGET IMPACT:**

Funds (\$42,000) are in the 2025 budget, Account No. 11050430-549990.

## **ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of a Contract with Clarke Environmental Mosquito Management, Inc. for the 2025 Mosquito Abatement Services Including Insecticide Tablets, in the Not-to-Exceed Amount of \$41,888

#### **ATTACHMENTS:**

<u>Description</u>	<b>Upload Date</b>	<u>Type</u>
RES - 2025 Mosquito Abatement Contract	2/14/2025	Resolution Letter
PROPOSAL - Clarke (Mosquito Abatement and Natular XRT Tablets)	2/14/2025	Backup Material
Natular Resource Guide	3/13/2024	Backup Material

#### RESOLUTION NO.

## AUTHORIZING THE EXECUTION OF A CONTRACT WITH CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC. FOR THE 2025 MOSQUITO ABATEMENT SERVICES IN THE NOT-TO-EXCEED AMOUNT OF \$41,888

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, the VILLAGE has had good experience with Clarke Environmental Mosquito Management, and

WHEREAS, the Village intends to execute a one-year contract at \$30,630, and

WHEREAS, the Village intends to purchase eight (8) cases of Natular briquettes for catch basin application at a not-to-exceed price of \$10,340, and

WHEREAS, the total cost of the Program (Contract & Natular Purchase) is \$41,888.

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 Execution of a Contract with Clarke Environmental Mosquito Management, Inc. for the 2025 Mosquito Abatement Services Including Insecticide Tablets, in the Not-to-Exceed Amount of \$41,888.

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

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 25, 2025.

	APPROVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
AYES:	
NAYS:	
ABSENT:	



# Clarke Environmental Mosquito Management, Inc., Professional Services Outline for 2025 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 System<sup>TM</sup>.
  - 3. Inspections of sites called in by residents on the Mosquito Hotline.
- C. Prescription Larval Control will be performed with VectoLex® (*Bacillus sphaericus*), VectoBac® (*Bacillus thuringiensis israelensis* Bti), Abate®, Natular®, and/or Altosid® mosquito larvicide as described in the following sections.
  - 1. Larval Control: The program provides for up to 54.2 acres of single brood or 30 day residual product with backpack or hand equipment.
  - 2. Helicopter Larval Control: As authorized by the Village of Bensenville, helicopter larviciding of any approved large and inaccessible sites using a single brood product for floodwater mosquito control will be billed, in addition to the core program, at a rate of \$112.00 per acre.
  - 3. Larval Control: Stocking of 2,000 mosquito fish (Gambusia affinis) for biological control.
  - 4. Catch Basins: The Village of Bensenville Public Works Department performs treatments of Village streets and backyard catch basins. Clarke will provide a staff training program in accordance with Illinois Department of Agriculture regulations, and be the source of all Altosid, Natular, or other larval control products.
  - 5. Source Reduction Recommendations.



#### Part IV. Adult Control

- A. Adulticiding in mosquito harborage areas:
  - 1. Twelve (12) scheduled truck Ultra Low Volume (ULV) treatments using a synthetic pyrethroid insecticide for Band Concerts, Village Festivals, and 4<sup>th</sup> of July of up to 1 mile.
  - 2. Six (6) backpack barrier treatments using a synthetic pyrethroid insecticide of up to 0.4 mile with a Flit (permethrin) 0.5% emulsion for residual control of adult mosquitoes.
- B. Adulticiding in Village Residential Areas:
  - 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 \$ 3,940.00 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.

2025 EMM Program Total Price for Parts I, II, III, IV\*\*

\$ 31,548.00

\*\*NPDES Permit: 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 2025 Village of Bensenville Environmental Mosquito Management (EMM) Program

**Program Payment Plan:** For Parts I, II, III, and IV as specified in the 2025 Professional Services Price Outline, the total for the 2025 program will be \$31,548.00 per year. The payments will be due according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed. Village of Bensenville has the option to extend this program for 2026 and 2027 years at a rate not to exceed a 3% annual increase or current CPI.

#### PROGRAM PAYMENT PLAN

MONTH	2025
June 1	\$ 7,887.00
July 1	\$ 7,887.00
August 1	\$ 7,887.00
September 1	\$ 7,887.00
TOTAL	\$ 31,548.00

For Village	of Bensenville:					
Sign Nar	ne:	_ Title: _		_ Date:		
For Clarke	Environmental Mosquito	Managem	ent, Inc.:			
Name:	Ewy Edin	Title:	Key Account Manager	Date:	2/11/2025	
_	Emily Kluger					



# Clarke Environmental Mosquito Management, Inc., Client Authorization for 2025 Village of Bensenville Environmental Mosquito Management (EMM) Program

Administrative Infor	mation:				
Invoices should be	sent to:				
Name:					
Address:					
City:			State:	Zip	
Office Phone:		Fax:	P.	O.#	
E-mail:	effort to be more sustaina		Cou	nty:	
**In an e	effort to be more sustaina Email address that the				
Treatment Address	(if different from above):		County:	<del>-</del>	
Address:					
City:			State:	Zip	
Contact Person for	Village of Bensenville:				
Name:		Title:			
Office Phone:	Fax:		E-Mail:		
Home Phone:	Cell: _		Pager:		
Alternate Contact Po	erson for Village of Bense	nville:			
Name:			Title:		
Office Phone:		Fax:	E-	-Mail:	
Home Phone:		Cell.	P	ager.	

## Please sign and return a copy of the complete contract for our files to:

Clarke Environmental Mosquito Management, Inc., Attn: Emily Kluger 675 Sidwell Ct. St Charles, IL 60174 or <a href="mailto:ekluger@clarke.com">ekluger@clarke.com</a>



### **Clarke Mosquito Control Products**

675 Sidwell Ct. St. Charles IL 60174 United States Phone:(630) 894-2000 Fax:(630) 832 9344 www.clarke.com

## QUOTATION

// COPY //

Quotation no	Order date	Date
0002035356	2/12/25	2/12/25
Salesperson	Currency	Valid to
1026 Emily Kluger	USD US Dollar	3/12/25

B00740			
Invoice address			
Village of Bensenville 717 E Jefferson Bensenville, IL 60106-2130 6303503435			
Customer PO#	Your order date		
	2/12/25		
	Written by		
Your reference			

Consignee			
B00740			
Delivery Address			
VILLAGE OF BENSENVILLE 717 E Jefferson St			
Bensenville, IL 60106-3160			
Bensenville, IL 60106-3160	)		
Bensenville, IL 60106-3160 630-350-3489			
	Delivery method		
630-350-3489			
630-350-3489  Delivery terms	Delivery method		

				Date	Sales price	Price
1 11850	NATULAR XRT TABLET	8	cs	2/12/25	1,292.55	10,340.40
US EPA Curre	ent Label					

Total	USD	10,340.40
Order total	USD	10,340.40
Subtotal	USD	10,340.40



# 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 Offers exceptional control of larvae from the first through early 4th instar stages

Excellent option for resistance management and rotational use

Minimal PPE requirements for application

All formulations of Natular were designed as sustainability solutions Breaks down rapidly in soil spinosad degrades into carbon dioxide and water

Six advanced formulations to fit any habitat

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 <sub>41</sub> H <sub>65</sub> NO <sub>10</sub>	C <sub>42</sub> H <sub>67</sub> NO <sub>10</sub>
Molecular Weight	731.98	746.00
Color and State	Crystalline Solid, White to Tan	Crystalline Solid, White to Tan
Vapor Pressure (25°C)	3.0 x 10 <sup>-11</sup> kPa	2.0 x 10 <sup>-11</sup> kPa
Melting Point	84-100°C	161-170°C
Water Solubility: (20°C)		
pH 5	290 mg/L	28.7 mg/L
pH 7	235 mg/L	0.332 mg/L
pH 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
T30	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.



<sup>\*</sup> depending on area of treatment



## 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 non-persistent. Primary mechanisms of degradation are sunlight photolysis and microbial breakdown. Under field conditions, spinosad breaks down rapidly in the soil with observed half-lives 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.

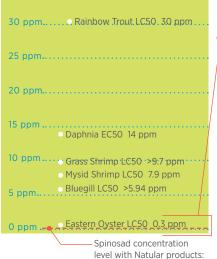
## Toxicity, Mutagencity, Genotoxicity

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.

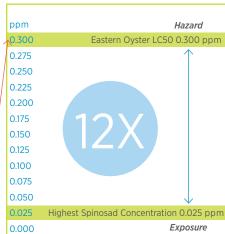
During the six years of development and the operational use of Natular products since introduction in 2009, there have been no observed or validated non-target effects. Many characteristics of spinosad make this possible: low dose rate, rapid breakdown by sunlight, binding to soil, rapid dissolution in water, as well as non-target location and lifecycle at time of application.

## Indicator Aquatic & Invertebrate Specie Sensitivity to Spinosad

TOXICITY CONCENTRATIONS PPM



0.015 - 0.025 ppm



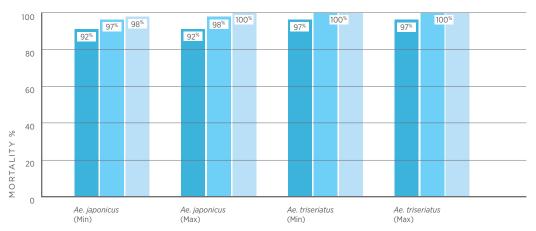
Spinosad demonstrates a 12X margin of safety when comparing exposure to acute toxic hazard.

## **RESULTS**

Natular® EC

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

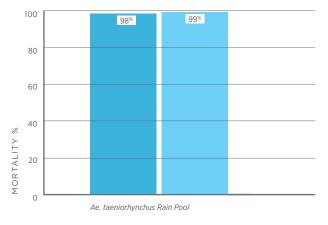
Location: Kentucky, 2008





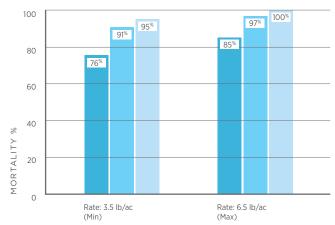
## Natular G

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



Natular G

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



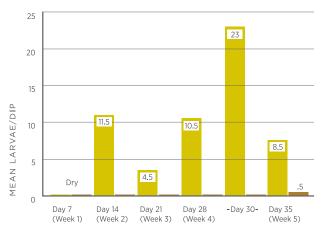
## **RESULTS**

## Key: Unt Trt

#### Natular G30

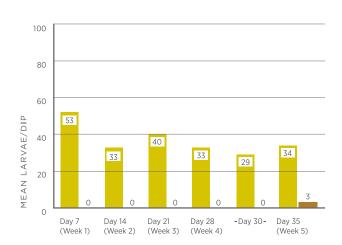
Habitat: Retention Ponds/Ae. vexans-Cx. pipiens

Rate: 10 lb/ac (< Mid) Location: Illinois, 2008



#### Natular T30

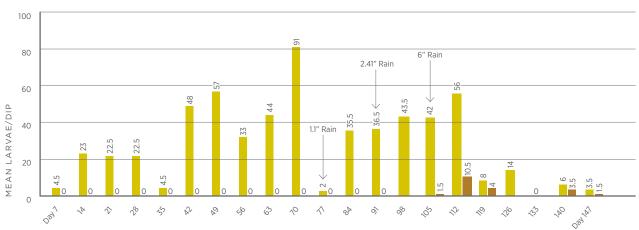
Habitat: Catch Basins / Cx. restuans - pipiens Location: Illinios, 2008



## Natular XRT

Habitat: Catch Basin/Cx. pipiens

Location: Illinois, 2008



Unt Trt

## RESULTS

# Key: Natular 12 lb/Acre Natular 12.5 lb/Acre Control

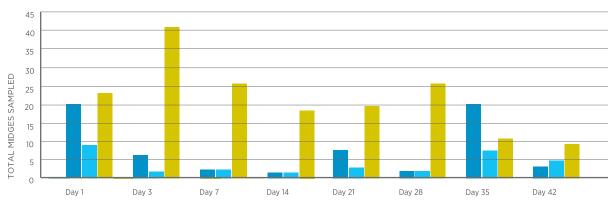
#### Natular G30

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



\*Data provided by Edward D. Northey, Environmental Specialist, Volusia County MC, FL



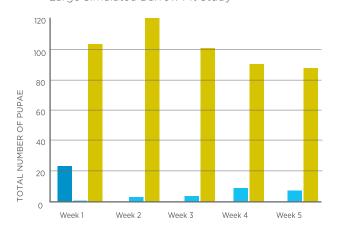


#### Natular T30 and Natular G30

Location: Kenya Medical Research Institute,

Kisumu, Kenya, 2010

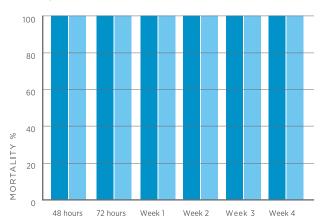
Species: *Anopheles gambiae*Large Simulated Barrow Pit Study



#### 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.

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Join us in reducing paper usage by sharing this brochure with someone else.

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TYPE: SUBMITTED BY: DEPARTMENT: DATE:

Resolution Brad Hargett Public Works February 25, 2025

#### **DESCRIPTION:**

Resolution Authorizing the Execution of a Construction Engineering Services Agreement to Thomas Engineering Group, LLC for the 2024 CDBG Project – Argyle and Twin Oaks Roadway and Water Main Improvements in the Not-to-Exceed Amount of \$137,575.

#### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
N/A	N/A

#### **BACKGROUND:**

Argyle Street is in need of watermain replacement, storm sewer improvements, and roadway improvements do to the age of the existing infrastructure. Twin Oaks Street (Marshall Road to the East End) is in need of roadway improvements, including curb and sidewalk repairs and ADA upgrades. These two roadways fall into a census block that is eligible for DuPage County Community Development Block Grant (CDBG) funding. In October of 2021, the Village submitted an application for DuPage County CDBG funds for the 2024 Argyle and Twin Oaks Roadway & Watermain Improvements Project.

The Village requested and has been awarded the maximum \$600,000 towards the total anticipated project construction costs through the CDBG program. The CDBG Program is a reimbursable program in which the Village fronts the initial costs and is reimbursed by DuPage County.

The scope of work proposed includes installation of approximately 900 linear feet of eight-inch (8") ductile iron watermain with appurtenances, approximately 1,100 feet of new storm sewer, enhanced resurfacing of roadway pavement, curb and gutter replacement, spot sidewalk replacement, driveway replacement, ADA sidewalk upgrades, and landscape restoration.

#### **KEY ISSUES:**

In March of 2022, the Village advertised for and selected through a Qualification Based System (QBS) approach a list of engineering firms to provide design as well as construction engineering services for the upcoming years. Thomas Engineering Group, LLC (Thomas Engineering) is one of the short-listed firms to provide construction engineering services.

Thomas Engineering brings forth a very experienced project team that has successfully provided similar services for the Village with previous CDBG project Browngate Subdivision Roadway and Water Main Improvements. The proposed assignment scope includes on-site inspections, review of project layout, construction documentation, material testing, preparation of record drawings, and all CDBG paperwork to help the Village ensure we receive the full funding amount of the Grant.

After scope and work effort negotiations, the proposed fee for Thomas Engineering's construction engineering services totals \$137,575. This not-to-exceed fee equates to 12.1% of the proposed construction cost of \$1,135,000 for the project. Typically, construction engineering costs for a locally funded project fall within 8-10% of the construction costs range. The experience of the proposed staff from Thomas Engineering, as well as the additional work required to satisfy DuPage County's requirements of the CDBG funding, account for this elevated work effort proposed for this agreement.

#### **ALTERNATIVES:**

Discretion of the Village Board.

#### RECOMMENDATION:

Staff recommends approval of a Resolution Authorizing the Execution of a Construction Engineering Services Agreement to Thomas Engineering Group, LLC for the 2024 CDBG Project – Argyle and Twin Oaks Roadway and Water Main Improvements in the not-to-exceed amount of \$137,575.

#### **BUDGET IMPACT:**

In FY-2025, a total of \$117,500 has been budgeted for this project between the Capital Improvements Fund and Utility Fund. Based on the negotiated fee, the proposed budget impact will be as follows:

- \$110,075.00 from Capital Improvements Fund Account #31080810-536515-24103
- \$27,500.00 from Utility Fund Account #51080860-536515-24103

Additional funding is available in the Capital Improvements Fund account #31080810-5365150 to cover the additional costs above the budgeted amount.

#### **ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of a Construction Engineering Services Agreement to Thomas Engineering Group, LLC for the 2024 CDBG Project – Argyle and Twin Oaks Roadway and Water Main Improvements in the not-to-exceed amount of \$137,575.

#### **ATTACHMENTS:**

<b>Description</b>	<u>Upload Date</u>	<u>Type</u>
Resolution	2/19/2025	Resolution Letter
Location Map	2/19/2025	Backup Material
Proposal	2/19/2025	Backup Material

#### **RESOLUTION NO.**

AUTHORIZING THE EXECUTION OF A CONSTRUCTION ENGINEERING SERVICES AGREEMENT WITH THOMAS ENGINEERING GROUP, LLC FOR THE 2024 CDBG – ARGYLE AND TWIN OAKS ROADWAY AND WATER MAIN IMPROVEMENTS TO IN THE NOT-TO-EXCEED AMOUNT OF \$137,575

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

WHEREAS pavement and utility maintenance is one of the core services provided by the Village; and

WHEREAS Argyle Street and Twin Oaks Street (Marshall to East End) is in need of watermain replacement, storm sewer improvements, and roadway improvements due to the age of the existing infrastructure; and

WHEREAS Argyle Street and Twin Oaks Street falls into a census block that is eligible for DuPage County Community Development Block Grant (CDBG) funding; and

WHEREAS in October of 2021, the Village submitted an application for \$600,000 of DuPage County CDBG funds for the 2024 Argyle and Twin Oaks Roadway & Watermain Improvements Project; and

WHEREAS DuPage County Staff has notified the Village that we are being recommend for funding; and

WHEREAS the proposed scope of improvements includes installation of approximately 900 linear feet of eight-inch (8") ductile iron watermain with appurtenances, approximately 1,100 feet of new storm sewer, enhanced resurfacing of roadway pavement, curb and gutter replacement, spot sidewalk replacement, driveway replacement, ADA sidewalk upgrades, and landscape restoration; and

WHEREAS the project was advertised for bid on January 23, 2025, with a bid opening date of February 11, 2025; and

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

WHEREAS Thomas Engineering Group, LLC (Thomas Engineering) is one of the short-listed firms; and

WHEREAS Thomas Engineering brings forth a very experienced project team that has successfully provided similar services on previous Village CDBG projects; and

WHEREAS the Village requested a proposal from Thomas Engineering; and

WHEREAS after negotiations, the total Construction Engineering Services proposal received is in the not-to-exceed amount of \$137,575; and

WHEREAS the Village feels confident of hiring Thomas Engineering due to their knowledge and familiarity with similar projects.

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

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

<u>SECTION TWO</u>: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the Execution of a Construction Engineering Services Agreement for 2024 CDBG – Argyle and Twin Oaks Roadway and Water Main Improvements to Thomas Engineering, LLC in the not-to-exceed amount of \$137,575.

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

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 25, 2025.

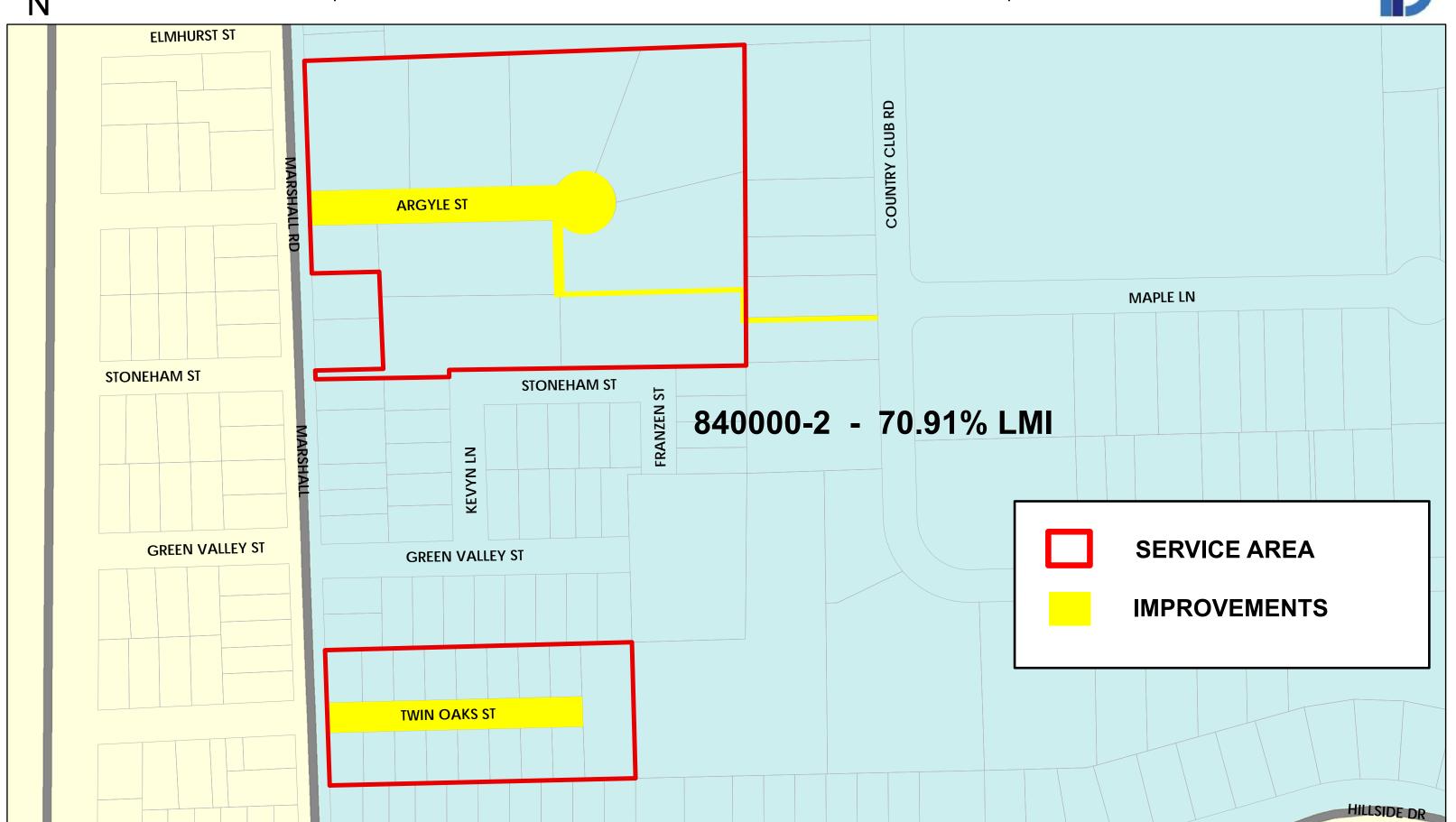
	APPROVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
AYES:	
NAYS:	
ABSENT:	



# Village of Bensenville



Proposed Residential Street, Water Main, and Storm Sewer Improvement





February 18, 2025

Mr. Bradley Hargett, PE, PLS, CFM Assistant Village Engineer Village of Bensenville 717 E. Jefferson Street Bensenville, Illinois 60106 762 Shoreline Drive Suite 200 Aurora, IL 60504

Re: Proposal for Phase III Construction Engineering Services for the Argyle & Twin Oaks Roadway & Water Main Improvements Project (CDBG)

Dear Mr. Hargett:

Thomas Engineering Group, LLC (TEG) respectfully submits this proposal to Bensenville to provide Phase III Construction Engineering Services for the Argyle & Twin Oaks Roadway & Water Main Improvements Project.

TEG is enthusiastic about the opportunity to work with the Village on this important project, funded in part with Federal dollars under the Community Development Block Grant Program, administered by the DuPage County Community Development Commission (CDC). TEG staff has a great working relationship with the DuPage County CDC. TEG has excellent experience and knowledge of CDBG grant procedures and financial policy and we are confident in our abilities, knowledge, and resources to administer the participating grant funding.

This proposal includes our understanding of the assignment, proposed scope of services, and estimated fee for providing construction engineering services for the above-mentioned improvement. TEG is eager to provide a professional and responsive team that exceeds the Village's expectations.

If you have any questions or require additional information, please call me at (847) 815-9500 or by e-mail at <a href="mailto:kevinv@thomas-engineering.com">kevinv@thomas-engineering.com</a>.

Sincerely,

thomas engineering group, llc

Kevin C. VanDeWoestyne, P.E., ENV SP

Municipal Department Head

4

cc: Mr. Joseph M. Caracci, P.E., Director of Public Works, Village of Bensenville



#### **PROPOSAL**

**FOR** 

# THE VILLAGE OF BENSENVILLE BENSENVILLE, ILLINOIS

# ARGYLE AND TWIN OAKS ROADWAY AND WATER MAIN IMPROVEMENTS

# PHASE III CONSTRUCTION ENGINEERING SERVICES

PREPARED BY:
Kevin C. VanDeWoestyne, P.E., Env. Sp.
Municipal Department Head

**February 18, 2025** 



# Proposal for Phase III Construction Engineering Services Argyle and Twin Oaks Roadway and Water Main Improvements Village of Bensenville

Thomas Engineering Group, LLC (TEG) respectfully submits this Proposal to the Village of Bensenville to provide Phase III Construction Engineering Services for the Argyle and Twin Oaks Roadway and Water Main Improvements Project (Project).

TEG has direct and recent experience providing similar services to the Village of Bensenville. Our firm has successfully delivered multiple federally funded municipal infrastructure projects, demonstrating our ability to navigate grant compliance, manage construction activities, and ensure timely project completion. This Project is funded in part by the Community Development Block Grant (CDBG) Program, administered by the DuPage County Community Development Commission (CDC), and will adhere to federal labor standards, prevailing wage requirements, and Section 3 compliance.

The Argyle and Twin Oaks Roadway and Water Main Improvements Project is a critical infrastructure project aimed at enhancing roadway conditions and replacing aging water main infrastructure. The scope of work consists of:

- Reconstruction and resurfacing of Argyle and Twin Oaks roadways to improve safety, accessibility, and durability.
- Replacement and rehabilitation of existing water main infrastructure, ensuring compliance with modern performance and safety standards.
- Stormwater management improvements, including installation of drainage structures to mitigate flooding and enhance system capacity.
- Coordination with utility agencies such as AT&T, Comcast, ComEd, and Nicor, ensuring that potential conflicts are mitigated before construction activities commence.

As part of the Village's Capital Improvement Program, this project is aligned with Bensenville's long-term infrastructure strategy and will be managed in compliance with local and federal funding requirements. TEG's experience with Bensenville's infrastructure projects and strong working relationship with the Village and DuPage County uniquely positions our firm to oversee this project efficiently and effectively.

Given our long-standing relationship with the Village of Bensenville and DuPage County, as well as our expertise in federally funded municipal projects, TEG is fully equipped to successfully manage this project. Our firm is highly experienced in Federal Grant Procedures & Financial Policies, and we have a proven track record of preparing reimbursement forms, ensuring compliance with CDBG funding requirements, and managing federally funded capital projects.

TEG fully understands this Project and the key processes to successfully manage it. Our team has successfully administered DuPage County CDBG projects in the Village of

Bensenville including the Addison Creek Storm Sewer Improvements and Browngate Subdivision Roadway and Water Main Improvements.

Based on our experience, we understand that minimizing community disruption during construction is a priority. Our team will implement proactive measures to address:

- Construction staging strategies to optimize traffic flow and maintain resident access.
- Water service adjustments and sequencing to avoid unexpected disruptions.
- Safe pedestrian and vehicular access throughout construction.
- Dust control and weekend site maintenance to minimize community impact.
- Clear communication with the Village and local residents regarding the project schedule and anticipated work activities.

This project aligns with TEG's core expertise, and we have allocated our most experienced roadway and underground utility personnel to ensure its success. The proposed project team is composed of engineers with extensive experience in roadway reconstruction, watermain replacement, and stormwater system improvements. Our team's deep understanding of Bensenville's infrastructure, federal funding requirements, and community priorities ensures that we will deliver a high-quality project that meets all regulatory, financial, and performance expectations.

# **PROPOSED TEAM**

TEG has assembled a construction team with members that have substantial relevant experience and are experts in utility construction, roadway construction, construction staging, contractor oversight, and administration of federal funding. We have an excellent understanding of this Project and have developed a complete team that has the experience and skills needed to make this Project a success.

<u>KEVIN VANDEWOESTYNE, P.E., ENV SP, PROJECT PRINCIPAL</u> Kevin VanDeWoestyne, P.E., ENV SP, Municipal Department Head, will serve as the primary client liaison. His experience with municipal alley, street, sidewalk, and utility improvements, and familiarity with federal funding and underground utility projects make him an excellent fit and he and his team are available for this Project.

## DOUGLAS MASTERS, MUNICIPAL OPERATIONS SUPERVISOR

Mr. Masters has 25 years of experience in municipal, county, and private roadway projects, including management of federally funded projects. His project experience ranges from municipal infrastructure, roadway design, construction observation and management, permitting, and storm water management design and construction. He will be responsible for the administration of the ARPA Stormwater Grant funding and budget management.

# MATTHEW CHAMPINE, P.E., PROJECT MANAGER

TEG's proposed Project Manager, Matthew Champine, P.E. has knowledge and experience pertaining to underground utilities, drainage systems, water main installation, and PCC and bituminous paving. His extensive construction knowledge and well-rounded overall experience will allow him to serve as an extension of the Village's staff on this project. Matt has extensive experience as a Resident Engineer on important and large-scale utility projects. He recently served as the Resident Engineer first phase of the Addison Creek Storm Sewer Improvements. Matt has the technical expertise, administrative ability, and organizational skills needed to oversee the construction engineering team and deliver a successful project for the Village.

# HYDER SYED, RESIDENT ENGINEER

Mr. Syed has over 15 years of extensive experience in construction engineering and construction inspection and documentation of various types of projects including roadways, industrial and drainage inspection. He possesses proficiency in quality control procedures; specifically in the field of site inspection. He is skilled in the measurement and recording of executed works, preparing reports, maintaining site records and has the interpersonal skills to effectively interact with subconsultants, clients, and contractors.

# **SCOPE OF SERVICES**

One of TEG's strongest assets is its construction management team. The purpose of Phase III construction engineering, which includes construction and post-construction documentation, is to oversee a project's time/schedule, costs, quality of work, and administration of funding. Thorough construction inspection ensures compliance with the approved design engineering plans and construction standards.

The following Base Scope of Services will be provided by TEG and applies to the proposed work shown on the final engineering plans developed by Engineering Enterprises Inc. (EEI), as issued for bid.

#### **Pre-Construction Tasks:**

- 1. Chair a preconstruction conference with the DuPage County Stormwater Management staff, Village, and general contractor.
- 2. Collect and report documentation in respect to all efforts to achieve conformance with CDBG Grant Procedures & Financial Policy and the DuPage Community Development Commission.
- Chair a preconstruction conference with the general contractor, Village, and other parties to discuss the chain of command, communication procedures, goals, objectives, and potential issues.
- 4. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
- 5. Review the construction schedule submitted by the contractor for compliance with the contract.
- 6. Review of all material sources and shop drawings for adherence to the plans and specifications. Check and approve or reject and request resubmittals made by the contractor for compliance with the contract documents.
- 7. Verify all construction staking for principal components of the work.
- 8. Assist the Village with public communications in accordance with the Village's preferred method.

## **Construction Engineering Tasks:**

- 1. Maintain an inspector's daily report book in the Village's preferred format appropriate for the project, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities placed, inspections, decisions, and list of visiting officials.
- 2. Collect and report weekly and monthly documentation in respect to all efforts to achieve conformance with CDBG Grant Procedures & Financial Policy and the DuPage Community Development Commission.
- 3. Be present whenever the contractor is performing critical construction work onsite, associated with the Project.
- 4. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. TEG shall keep the Village informed of the progress of the work and advise the Village of all observed deficiencies in the work and disapprove or reject all work failing to conform to the Contract Documents.
- 5. Serve as the Village's liaison with the contractor working principally through the contractor's field superintendent.
- 6. TEG will extensively document (via photographs, video and written documentation) the contractor's activities.
- 7. Cooperate with the contractor in dealing with the various agencies having jurisdiction over the Project.
- 8. Inspect the work for adherence to permit requirements (IEPA, MWRD, Village of Bartlett, etc.) and adherence to federal/state/county requirements.
- 9. Review contractor's progress on a weekly basis and update the progress schedule. Compare actual progress to the contractor's approved schedule. If the project falls behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule.
- 10. Perform traffic control and erosion control checks.
- 11.TEG will coordinate with our proposed material testing subconsultant, Rubino Engineering Inc., to perform HMA and PCC sampling and Quality Assurance (QA) Material Testing for all materials incorporated into the Project.
- 12. Prepare payment requisitions and change orders utilizing Village-preferred forms. Review applications for payment for compliance with established submission procedure and forward them with recommendations to the Village.
- 13. Prior to final inspection, submit to the contractor a list of observed items requiring correction and verify that each correction has been made.
- 14. Conduct final inspection with the Village and prepare a final list of items to be corrected.
- 15. Verify that all items on the final list have been corrected and make recommendations to the Village.
- 16. Maintain a set of Record Drawings on which all changes are noted.

#### **Post-Construction Tasks:**

- 1. Close out project within 60 days after all construction is completed.
- 2. Obtain and review contractor's record drawings to ensure compliance with requirements established in the technical specifications.

- Collect as-built horizontal and vertical information using a TEG's GPS device and prepare final Record Drawings.
- 4. Verify that all documentation is completed and that all material inspections and certifications have been accounted for and are complete.
- 5. Submit final documentation and complete final close-out.

# **SCHEDULE**

The construction contract award is expected to be recommended to the Board of Trustees on February 25, 2025. Following contract approval, execution, and preconstruction meetings, construction activities are anticipated to begin in May or June 2025.

The substantial contract completion date is September 19, 2025, with final completion by October 17, 2025. However, construction is anticipated to be completed in advance of both dates. Therefore, construction engineering efforts are based on providing full-time inspection over a condensed period of 12 weeks and part-time inspection and contract closeout planned for the subsequent 30 days following construction.

# **WORK EFFORT AND FEE**

We have utilized the IDOT standard Cost Estimate of Consultant Services (CECS) and a cost-plus fixed-fee compensation method. Our proposed work effort and associated fee include full-time construction engineering services based on a 12-week construction duration. Should construction extend beyond September 1<sup>st</sup>, or beyond a 12 week duration, we trust that the Village will be open to a change order to accommodate the additional work effort and associated fees.

# Proposed Total Not-to Exceed Fee\* \$137,575.00

\*Includes:

- \$4,000 Quality Assurance Material Testing Allowance (Rubino Engineering Inc.)
- Direct costs for 68 vehicle days x \$65/day.

If you have any questions, or require additional information, please feel free to contact me direct at (847) 815-9500 or via email at <a href="mailto:kevinv@thomas-engineering.com">kevinv@thomas-engineering.com</a>.

Sincerely.

thomas engineering group, Ilc

Kevin VanDeWoestyne, P.E., Env. Sp.

Municipal Department Head



# Staff Scheduling Plan Village of Bensenville Argyle & Twin Oak Roadway & Water Main



		Pre	-Const	ruction	)																						
											Constr	uction										_					
						•												Punc	h List a	& Close	Out						
													Ηοι	ırs Pei	r Wee	k											-
	Week Ending - >	19-May	26-Мау	2-Jun	0-Jun	16-Jun	23-Jun	30-Jun	7-Jul	14-Jul	21-Jul	28-Jul	4-Aug	11-Aug	18-Aug	25-Aug	1-Sep	8-Sep	15-Sep	22-Sep	29-Sep	6-0ct	13-Oct	20-0ct	27-0ct	3-Nov	Total Hours
	Role					1	2	3	4	5	6	7	8	9	10	11	12										
	Project Principal	1	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0	0	0	0	0	6
	Project Manager	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	2	2	2	2	0	0	0	0	0	72
	CBDG Specialist	16	16	16	16	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	0	0	0	0	0	96
	Resident Engineer	8	8	8	8	40	40	40	40	40	40	40	40	40	40	40	40	16	16	16	16	0	0	0	0	0	576
	Arborist	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
papa	Surveyor	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	8
As Needed	Survey Technician	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	0	0	0	0	0	0	8
																											766



# COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

Local Public Agency	County	Section Number
Village of Bensenville	DuPage	
Prime Consultant (Firm) Name	Prepared By	Date
Thomas Engineering Group, LLC		2/17/2025
Consultant / Subconsultant Name	Job Number	
Thomas Engineering Group, LLC		
Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.		
Remarks		

## **PAYROLL ESCALATION TABLE**

153.37%	NTHS OVERHEAD RATE	8	CONTRACT TERM
	COMPLEXITY FACTOR	5/1/2025	START DATE
2.00%	% OF RAISE	1/1/2026	RAISE DATE
		12/31/2025	END DATE

0.00%

# **ESCALATION PER YEAR**

					% Of
_	Year	First Date	Last Date	Months	Contract
_	0	5/1/2025	12/31/2025	8	100.00%

BLR 05514 (Rev. 02/09/23) ESCALATION

Local Public Agency	County	Section Number
Village of Bensenville	DuPage	
Consultant / Subconsultant Name	•	Job Number
Thomas Engineering Group, LLC		

## **SUBCONSULTANTS**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Rubino Engineering, Inc.	4,000.00	400.00

Total 4,000.00 400.00

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency	County	;	Section Number
Village of Bensenville	DuPage		
Consultant / Subconsultant Name			Job Number
Thomas Engineering Group, LLC			

# **DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

			CONTRACT	
ITEM	ALLOWABLE Actual Cost	QUANTITY	RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	(Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	68	\$65.00	\$4,420.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
		TOTAL DIRE	ECT COSTS:	\$4,420.00

BLR 05514 (Rev. 02/09/23) DIRECT COSTS

Local Public Agency	County	Section Number
Village of Bensenville	DuPage	
Consultant / Subconsultant Name		Job Number
Thomas Engineering Group, LLC		

# **COST ESTIMATE WORKSHEET**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

<b>OVERHEAD RATE</b>	153.37%	COMPLEXITY FACTOR	0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Pre-Construction		122	8,532	13,086	2,816		24,434	17.76%
Construction Inspection	4,420	644	36,080	55,335	11,906		103,321	75.10%
Post Construction			-	-	-		-	0.00%
Rubino Engineering, Inc.			-	-	-	5,000	5,000	3.63%
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Subconsultant DL							\$400.00	0.29%
Direct Costs Total ===>	\$4,420.00						\$4,420.00	
TOTALS		766	44,612	68,421	14,722	5,000	137,575	100.00%

113,033

BLR 05514 (Rev. 02/09/23)

Local Public Agency	County	Section Number
Village of Bensenville	DuPage	
Consultant / Subconsultant Name	-	Job Number
Thomas Engineering Group, LLC		

# **AVERAGE HOURLY PROJECT RATES**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

PAYROLL	AVG	TOTAL PRO	I RATES		Pro	-Construct	ion	Constr	uction Ins	nection	Po	st Constru	ction				Rubino	Engineer	ing Inc
I AIROLL	HOURLY	Hours	% KATES	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd
CLASSIFICATION	RATES	liouis	Part.	Avg	Hours	Part.	Avg	Hours	Part.	Avg	riours	Part.	Avg	Hours	Part.	Avg	riours	Part.	Avg
Project Principal	86.00	6.0	0.78%	0.67	2	1.64%	1.41	4	0.62%	0.53	0								9
Project Manager	69.02	72.0	9.40%	6.49	16	13.11%	9.05	56	8.70%	6.00	0								
CBDG Specialist	78.80	96.0	12.53%	9.88	64	52.46%	41.34	32	4.97%	3.92	0								
Resident Engineer	53.00	576.0	75.20%	39.85	32	26.23%	13.90	544	84.47%	44.77	0								
Arborist	63.00	0.0			0			0			0								
Surveyor	74.00	8.0	1.04%	0.77	4	3.28%	2.43	4	0.62%	0.46	0								
Survey Technician	55.22	8.0	1.04%	0.58	4	3.28%	1.81	4	0.62%	0.34	0								
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TOTALS		766.0	100%	\$58.24	122.0	100.00%	\$69.94	644.0	100%	\$56.02	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

SHEET 1 OF 1

TYPE: SUBMITTED BY: DEPARTMENT: DATE:

Resolution Brad Hargett Public Works February 25, 2025

#### **DESCRIPTION:**

Resolution Authorizing the Execution of a Construction Contract to Acqua Contractors Corporation of Elmhurst, IL for 2024 CDBG Project – Argyle and Twin Oaks Roadway and Water Main Improvements in the Not-to-Exceed Amount of \$1,135,000.

### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
N/A	N/A

#### **BACKGROUND:**

Argyle Street is in need of watermain replacement, storm sewer improvements, and roadway improvements do to the age of the existing infrastructure. Twin Oaks Street (Marshall Road to the East End) is in need of roadway improvements, including curb and sidewalk repairs and ADA upgrades. These two roadways fall into a census block that is eligible for DuPage County Community Development Block Grant (CDBG) funding. In October of 2021, the Village submitted an application for DuPage County CDBG funds for the 2024 Argyle and Twin Oaks Roadway & Watermain Improvements Project.

The Village requested and has been awarded the maximum \$600,000 towards the total anticipated project construction costs through the CDBG program. The CDBG Program is a reimbursable program in which the Village fronts the initial costs and is reimbursed by DuPage County.

The scope of work proposed includes installation of approximately 900 linear feet of eight-inch (8") ductile iron watermain with appurtenances, approximately 1,100 feet of new storm sewer, enhanced resurfacing of roadway pavement, curb and gutter replacement, spot sidewalk replacement, driveway replacement, ADA sidewalk upgrades, and landscape restoration.

#### **KEY ISSUES:**

Bids were advertised on January 23, 2025, with bids received on February 11, 2025 for the project. Nine (9) contractors submitted bids for this project. Acqua Contractors Corp. submitted the lowest responsible bid. A summary of the results is included below.

Contractor	Bid Amount	Rank
Acqua Contractors Corp.	\$1,135,000.00	1
Everlast Blacktop, Inc.	\$1,165,281.00	2
Schroeder Asphalt Services, Inc.	\$1,177,548.18	3
John Neri Construction Co., Inc.	\$1,243,775.60	4
Mauro Sewer Construction, Inc.	\$1,289,553.00	5
Performance Construction & Engineering, LLC	\$1,349,897.00	6
Millennium Contracting Co.	\$1,556,883.00	7
C. Szabo Contracting, Inc.	\$1,579,086.80	8
A Lamp Concrete Contractors	\$1,648,923.56	9
Engineer's Estimate	\$1,372,814.60	N/A

Acqua recently completed two successful projects for the Village in 2024.

## **ALTERNATIVES:**

Discretion of the Village Board.

#### RECOMMENDATION:

Staff recommends approval of a Resolution Authorizing the Execution of a Construction Contract to Acqua Contractors Corporation of Elmhurst, IL for 2024 CDBG Project – Argyle and Twin Oaks Roadway and Water Main Improvements in the not-to-exceed amount of \$1,135,000.

#### **BUDGET IMPACT:**

In FY-2025, a total of \$1,175,000 has been budgeted for this project between the Capital Improvements Fund and Utility Fund. Based on the bid prices received, the proposed budget impact will be as follows:

- \$816,000.00 from Capital Improvements Fund Account #31080810-596000-24103
- \$319,000.00 from Utility Fund Account #51080860-596000-24103

The Village will be reimbursed 42% of the actual project construction costs, up to a maximum of \$600,000.00, per the Community Development Block Grant (CD24-01) agreement between DuPage County and the Village of Bensenville, dated September 9, 2024. Utility Fund Account will be reimbursed first with the balance of the \$600,000 reimbursing the Capital Improvements Fund Account.

#### **ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of a Construction Contract to Acqua Contractors Corporation of Elmhurst, IL for 2024 CDBG Project – Argyle and Twin Oaks Roadway and Water Main Improvements in the not-to-exceed amount of \$1,135,000.

#### **ATTACHMENTS:**

<b>Description</b>	<u>Upload Date</u>	<u>Type</u>
Resolution	2/19/2025	Resolution Letter
Location Map	2/19/2025	Backup Material
Bid Recommendation & Bid Tab	2/19/2025	Backup Material
Draft Contract	2/19/2025	Backup Material

#### RESOLUTION NO.

# AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT WITH ACQUA CONTRACTORS CORPORATION OF ELMHURST, IL FOR THE 2024 CDBG – ARGYLE AND TWIN OAKS ROADWAY AND WATER MAIN IMPROVEMENTS TO IN THE NOT-TO-EXCEED AMOUNT OF \$1,135,000

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

WHEREAS pavement and utility maintenance is one of the core services provided by the Village; and

WHEREAS Argyle Street and Twin Oaks Street (Marshall to East End) is in need of watermain replacement, storm sewer improvements, and roadway improvements due to the age of the existing infrastructure; and

WHEREAS Argyle Street and Twin Oaks Street falls into a census block that is eligible for DuPage County Community Development Block Grant (CDBG) funding; and

WHEREAS in October of 2021, the Village submitted an application for \$600,000 of DuPage County CDBG funds for the 2024 Argyle and Twin Oaks Roadway & Watermain Improvements Project; and

WHEREAS DuPage County Staff has notified the Village that we have received the CDBG funding; and

WHEREAS the proposed scope of improvements includes installation of approximately 900 linear feet of eight-inch (8") ductile iron watermain with appurtenances, approximately 1,100 feet of new storm sewer, enhanced resurfacing of roadway pavement, curb and gutter replacement, spot sidewalk replacement, driveway replacement, ADA sidewalk upgrades, and landscape restoration; and

WHEREAS the project was advertised for bid on January 23, 2025, with a bid opening date of February 11, 2025; and

WHEREAS Acqua Contractors Corporation of Elmhurst, IL submitted the lowest most responsible bid at the February 11, 2025 bid opening in the amount of \$1,135,000.00.

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

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

<u>SECTION TWO</u>: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the execution of a Construction Contract for

the 2024 CDBG – Argyle and Twin Oaks Roadway and Water Main Improvements to Acqua Contractors Corporation of Elmhurst, IL in the not-to-exceed amount of \$1,135,000.

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

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

<u>SECTION FIVE</u>: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 25, 2025.

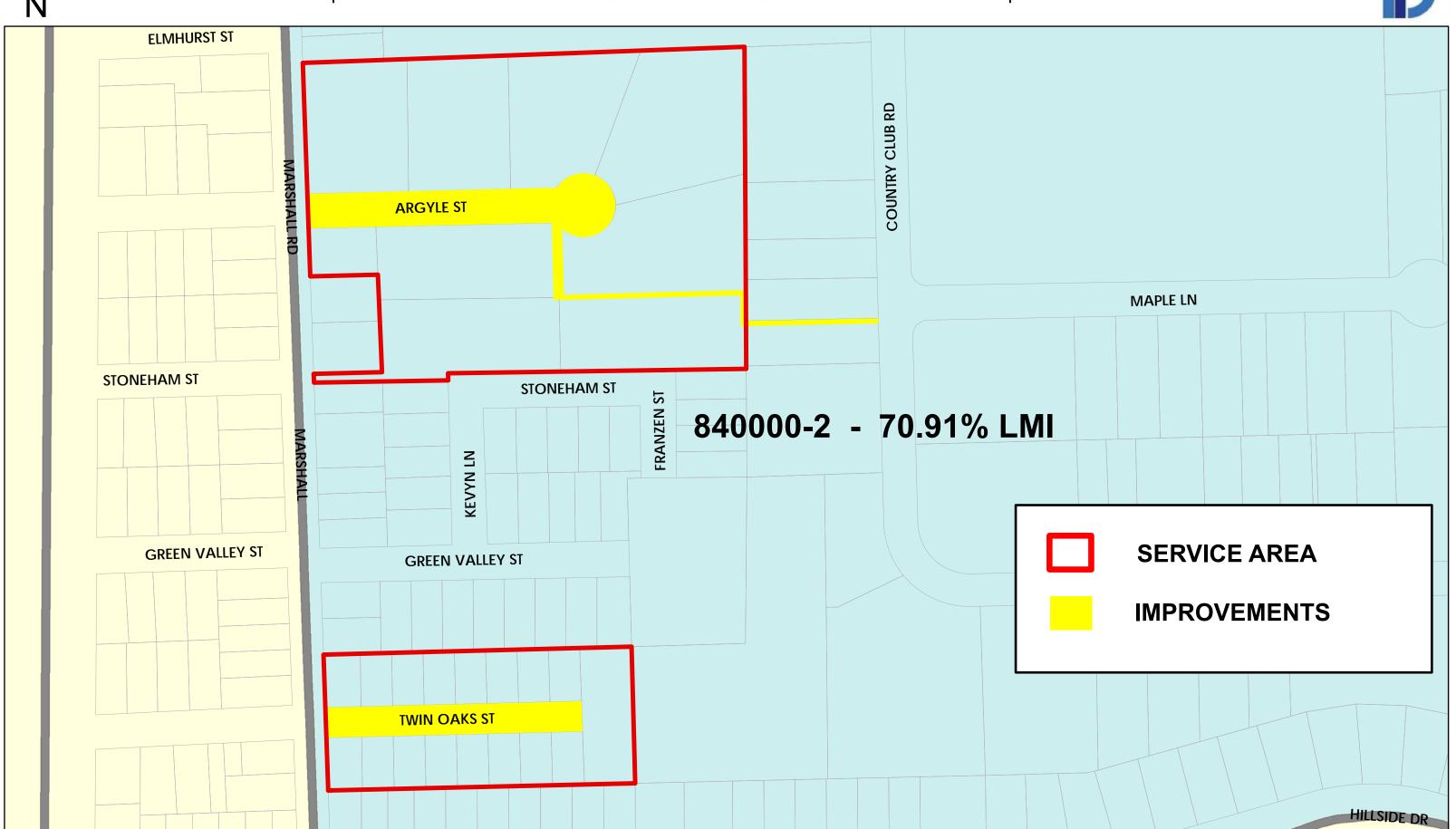
	APPROVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
AYES:	
NAYS:	
ABSENT:	



# Village of Bensenville



Proposed Residential Street, Water Main, and Storm Sewer Improvement



# ENGINEERING ENTERPRISES, INC.



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

February 13, 2025

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

Re: Argyle and Twin Oaks Roadway and Water Main Improvements
Recommendation of Award

Dear Mr. Caracci:

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

At this time, we recommend the acceptance of the bid and approval of the award to be made to Acqua Contractors Corporation, 551 S. IL Route 83, Elmhurst, IL 60126 in the total bid amount of **\$1,135,000.00**. Attached, please find a tabulation of bids for your reference.

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

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

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

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



BID TABULATION ARGYLE AND TWIN OAKS ROADWAY AND WATER MAIN IMPROVEMENTS VILLAGE OF BENSENVILLE																						
	BID TABULATION BIDS RECD 2/11/2025 551 S. IL Route 83 Elmhurst, IL 60126		7N540	EVERLAST BLACKTOP 7N540 IL Route 25 Elgin, IL 60120  SCHROEDER ASPI- SERVICES, INC 1 P.O. BOX 831 Huntley, IL 6014:		<b>ES, INC.</b> DX 831	JOHN NERI CONSTRUCTION CO., INC. 770 Factory Road Addison, IL 60101		MAURO SEWER CONSTRUCTION, INC. 1251 Redeker Road Des Plaines, IL 60016		PERFORMANCE CONSTRUCTION 217 W. John Street Plano, IL 60545		MILLENNIUM CONTRACTING CO. 5933 N. Knox Ave. Chicago, IL 60646		C. SZABO CONTRACTING INC. 331 Elliot Ave. West Chicago, IL 60185		A LAMP CONCRETE CONTRACTORS 1900 Wright Boulevard Schaumburg, IL 60193		<b>ENGINEER'S</b> 52 Wheel Sugar Grove	ler Road		
ITEM NO. DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1 REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL	CY	225	50.00	\$ 11,250.00	38.00	\$ 8,550.00	20.00	\$ 4,500.00	45.00	\$ 10,125.00	75.00	\$ 16,875.00	50.00	\$ 11,250.00	75.00	\$ 16,875.00	10.00	\$ 2,250.00	30.00	\$ 6,750.00	\$ 45.00	\$ 10,125.00
2 PREPARATION OF BASE	SY	3772	1.25	\$ 4,715.00	1.30	\$ 4,903.60	1.50	\$ 5,658.00	2.25	\$ 8,487.00	2.50	\$ 9,430.00	1.20	\$ 4,526.40	2.00	\$ 7,544.00	3.00	\$ 11,316.00	1.50	\$ 5,658.00	\$ 40.00	\$ 150,880.00
3 EARTH EXCAVATION	CY	100	50.00	\$ 5,000.00	38.00	\$ 3,800.00	55.00	\$ 5,500.00	45.00	\$ 4,500.00	65.00	\$ 6,500.00	60.00	\$ 6,000.00	75.00	\$ 7,500.00	51.00	\$ 5,100.00	51.00	\$ 5,100.00	\$ 30.00	\$ 3,000.00
4 INLET & PIPE PROTECTION	EACH	22	180.00	\$ 3,960.00	200.00	\$ 4,400.00	160.00	\$ 3,520.00	200.00	\$ 4,400.00	250.00	\$ 5,500.00	500.00	\$ 11,000.00	256.00	\$ 5,632.00	275.00	\$ 6,050.00	15.00	\$ 330.00	\$ 200.00	\$ 4,400.00
5 PERIMETER EROSION BARRIER	LF	214	6.25	\$ 1,337.50	3.00	\$ 642.00	5.00	\$ 1,070.00	3.50	\$ 749.00	10.00	\$ 2,140.00	3.00	\$ 642.00	10.00	\$ 2,140.00	6.00	\$ 1,284.00	3.00	\$ 642.00	\$ 4.00	\$ 856.00
6 DUST CONTROL WATERING	UNIT	32	10.00	\$ 320.00	1.00	\$ 32.00	50.00	\$ 1,600.00	10.00	\$ 320.00	100.00	\$ 3,200.00	50.00	\$ 1,600.00	350.00	\$ 11,200.00	100.00	\$ 3,200.00	10.00	\$ 320.00	\$ 250.00	\$ 8,000.00
7 GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	217	1.30	\$ 282.10	2.00	\$ 434.00	2.00	\$ 434.00	2.50	\$ 542.50	5.00	\$ 1,085.00	3.00	\$ 651.00	5.00	\$ 1,085.00	5.00	\$ 1,085.00	3.35	\$ 726.95	\$ 4.00	\$ 868.00
8 CLEARING, BRUSH AND TREE REMOVAL	AC	0	400,000.00	\$ -	-	s -	4,500.00	\$ -		\$ -	12,000.00	\$ -	5,000.00	s -	1.00	\$ -	10,000.00	\$ -	100,000.00	\$ -	\$ 7,500.00	
9 TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	12	36.00	\$ 432.00	100.00	\$ 1,200.00	100.00	\$ 1,200.00	45.00	\$ 540.00	50.00	\$ 600.00	200.00	\$ 2,400.00	800.00	\$ 9,600.00	150.00	\$ 1,800.00	150.00	\$ 1,800.00	\$ 50.00	\$ 600.00
10 REMOVE, SALVAGE, AND REINSTALL EXISTING SIGN	EACH	1	480.00	\$ 480.00	500.00		375.00	\$ 375.00	300.00	\$ 300.00	1,000.00	\$ 1,000.00	200.00	\$ 200.00	1,200.00	\$ 1,200.00	250.00	\$ 250.00	150.00	\$ 150.00	\$ 250.00	
11 FILLING CATCH BASINS	EACH	2	100.00		500.00		190.00	\$ 380.00	750.00		300.00	\$ 600.00	650.00	\$ 1,300.00	600.00		803.00	\$ 1,606.00	750.00			\$ 1,000.00
12 REMOVING MANHOLES	EACH	1	100.00		500.00		520.00		900.00		400.00		1,050.00		1,500.00		1,156.00		575.00			\$ 1,200.00
13 REMOVING MANHOLES TO MAINTAIN FLOW	EACH	1	200.00		1,500.00		2,020.00	\$ 8,080.00	1,500.00		600.00		1,525.00	\$ 6,100.00	2,000.00		1,256.00	\$ 5,024.00	1,250.00	\$ 5,000.00		\$ 4,000.00
14 REMOVING CATCH BASINS TO MAINTAIN FLOW	EACH	2	200.00		1,500.00		2,020.00		1,500.00		600.00		1,525.00	\$ 3,050.00		\$ 2,600.00	1,258.00		1,250.00			\$ 2,000.00
15 REMOVING INLETS TO MAINTAIN FLOW	EACH	2	150.00	\$ 300.00	1,500.00	\$ 3,000.00	2,075.00	\$ 4,150.00	900.00	\$ 1,800.00	400.00	\$ 800.00	700.00	\$ 1,400.00	600.00		1,002.00	\$ 2,004.00	900.00	\$ 1,800.00		\$ 2,000.00
ABANDON EXISTING STORM SEWER	EACH	4																				
17 STORM SEWER REMOVAL	LF	4	200.00		900.00		1,340.00		500.00		500.00		550.00	\$ 2,200.00	500.00		803.00	\$ 3,212.00	1,250.00	\$ 5,000.00		\$ 4,000.00
17 HOT-MIX ASPHALT SURFACE REMOVAL, BUTT-JOINT	SY	412	1.00		30.00			\$ 11,124.00	15.00			\$ 10,300.00	25.00			\$ 2,060.00	39.00		5.00			\$ 20,600.00
19 HOT-MIX ASPHALT PAVEMENT REMOVAL (VARIABLE DEPTH)	SY	71	23.00		25.00		8.00		32.00		30.00		22.00		25.00		22.00		28.50 7.50			\$ 2,485.00
20 EXCAVATE AND REMOVE CENTER ISLAND	LSUM	3772	5.00		4.80			\$ 15,088.00	6.00			\$ 26,404.00	4.80	\$ 18,105.60		\$ 22,632.00	5.00			, .,		\$ 37,720.00
COMBINATION CLIPS & CLITTED DEMOVAL	LF	1	2,500.00		3,900.00	\$ 3,900.00	2,400.00	\$ 2,400.00	1,200.00	\$ 1,200.00	25,000.00	\$ 25,000.00	6,000.00	\$ 6,000.00	2,000.00		1,206.00	\$ 1,206.00	925.00	\$ 925.00		\$ 5,000.00
SIDEMALK DEMOVAL	SF	1443	9.00		6.00			\$ 11,544.00	5.00			\$ 15,873.00	6.00	\$ 8,658.00		\$ 8,658.00	8.00		5.75			\$ 11,544.00
VALVE VALUET TO BE ARANDONED	EACH	5264	2.50		1.80			\$ 13,160.00	2.00			\$ 18,424.00	1.75			\$ 26,320.00	3.00		1.75			\$ 10,528.00
VALVE BOX TO BE ABANDONED	EACH	5	100.00		400.00		465.00		800.00			\$ 2,000.00	750.00	\$ 3,750.00		\$ 2,500.00	879.00		750.00			\$ 3,750.00
EIDE HYDDANIT ASSEMBLY DEMOVAL	EACH	3	50.00		400.00		438.00	\$ 1,314.00	200.00		250.00	\$ 750.00	200.00	\$ 600.00	350.00		188.00	\$ 564.00	550.00	\$ 1,650.00	\$ 300.00	
25	EACH	3	300.00	\$ 900.00	2,000.00	\$ 6,000.00	545.00	\$ 1,635.00	900.00	\$ 2,700.00	600.00	\$ 1,800.00	550.00	\$ 1,650.00	900.00	\$ 2,700.00	953.00	\$ 2,859.00	650.00	\$ 1,950.00	\$ 800.00	\$ 2,400.00
26 DISCONNECT AND ABANDON EXISTING WATER MAIN, 6"		2	1,500.00	\$ 3,000.00	8,500.00	\$ 17,000.00	2,030.00	\$ 4,060.00	1,200.00	\$ 2,400.00	1,000.00	\$ 2,000.00	400.00	\$ 800.00	1,000.00	\$ 2,000.00	840.00	\$ 1,680.00	1,450.00	\$ 2,900.00	\$ 2,500.00	\$ 5,000.00
27 HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND	SY	161	66.00	\$ 10,626.00	44.00	\$ 7,084.00	36.00	\$ 5,796.00	86.00	\$ 13,846.00	85.00	\$ 13,685.00	100.00	\$ 16,100.00		\$ 10,948.00	106.00	\$ 17,066.00	52.00	\$ 8,372.00	\$ 75.00	\$ 12,075.00
28 REPLACEMENT  BRICK PAVER REMOVAL AND REINSTALLATION	SF	167	131.00	, , , , , , , , , , , , , , , , , , , ,	121.50	\$ 20,290.50	135.00	\$ 22,545.00	105.00	\$ 17,535.00	125.00	\$ 20,875.00	103.00	\$ 17,201.00	88.00	\$ 14,696.00	130.00	\$ 21,710.00	139.00	\$ 23,213.00	\$ 115.00	\$ 19,205.00
29		134	21.00	\$ 2,814.00	20.00	\$ 2,680.00	22.00	\$ 2,948.00	15.00	\$ 2,010.00	20.00	\$ 2,680.00	30.00	\$ 4,020.00	75.00	\$ 10,050.00	47.00	\$ 6,298.00	16.00	\$ 2,144.00	\$ 45.00	\$ 6,030.00
30 AGGREGATE BASE COURSE REPAIR	TON	200	49.00	\$ 9,800.00	36.00	\$ 7,200.00	25.00	\$ 5,000.00	36.00	\$ 7,200.00	50.00	\$ 10,000.00	47.00	\$ 9,400.00	56.00	\$ 11,200.00	47.00	\$ 9,400.00	19.00	\$ 3,800.00	\$ 25.00	\$ 5,000.00
31 AGGREGATE SUBGRADE IMPROVEMENTS	CY	145	58.00	\$ 8,410.00	54.00	\$ 7,830.00	50.00	\$ 7,250.00	60.00	\$ 8,700.00	75.00	\$ 10,875.00	56.00	\$ 8,120.00	60.00	\$ 8,700.00	62.00	\$ 8,990.00	30.00	\$ 4,350.00	\$ 45.00	\$ 6,525.00
32 HOT-MIX ASPHALT BINDER COURSE, IL 19.0	TON	659	90.00	\$ 59,310.00	93.00	\$ 61,287.00	93.00	\$ 61,287.00	95.00	\$ 62,605.00	100.00	\$ 65,900.00	87.00	\$ 57,333.00	90.00	\$ 59,310.00	87.00	\$ 57,333.00	102.00	\$ 67,218.00	\$ 85.00	\$ 56,015.00
33 HOT-MIX ASPHALT SURFACE COURSE, MIX D	TON	399	94.00	\$ 37,506.00	95.00	\$ 37,905.00	96.50	\$ 38,503.50	103.00	\$ 41,097.00	105.00	\$ 41,895.00	91.00	\$ 36,309.00	93.00	\$ 37,107.00	91.00	\$ 36,309.00	104.00	\$ 41,496.00	\$ 100.00	\$ 39,900.00
34 BITUMINOUS MATERIAL, TACK COAT	LBS	1009	0.10	\$ 100.90	0.01	\$ 10.09	0.01	\$ 10.09	0.10	\$ 100.90	0.50	\$ 504.50	0.10	\$ 100.90	1.00	\$ 1,009.00	0.10	\$ 100.90	0.01	\$ 10.09	\$ 0.60	\$ 605.40
35 BITUMINOUS MATERIAL, PRIME COAT	LBS	1009	0.10	\$ 100.90	0.01	\$ 10.09	0.01	\$ 10.09	0.10	\$ 100.90	0.50	\$ 504.50	0.10	\$ 100.90	1.00	\$ 1,009.00	0.10	\$ 100.90	0.01	\$ 10.09	\$ 0.80	\$ 807.20
36 CLASS D PATCH, 6-INCH	SY	500	54.00	\$ 27,000.00	42.00	\$ 21,000.00	56.50	\$ 28,250.00	74.50	\$ 37,250.00	75.00	\$ 37,500.00	52.50	\$ 26,250.00	55.00	\$ 27,500.00	52.00	\$ 26,000.00	25.00	\$ 12,500.00	\$ 100.00	\$ 50,000.00
37 COMBINATION CONCRETE CURB & GUTTER, TY M3.12	LF	129	38.00	\$ 4,902.00	39.00	\$ 5,031.00	38.50	\$ 4,966.50	42.00	\$ 5,418.00	40.00	\$ 5,160.00	51.00	\$ 6,579.00	41.00	\$ 5,289.00	40.00	\$ 5,160.00	47.00	\$ 6,063.00	\$ 70.00	\$ 9,030.00
38 COMBINATION CONCRETE CURB & GUTTER, TY B4.12	LF	1314	38.00	\$ 49,932.00	39.00	\$ 51,246.00	38.50	\$ 50,589.00	34.00	\$ 44,676.00	40.00	\$ 52,560.00	26.00	\$ 34,164.00	39.00	\$ 51,246.00	37.00	\$ 48,618.00	33.00	\$ 43,362.00	\$ 40.00	\$ 52,560.00
39 PCC SIDEWALK, 5-INCH	SF	5264	8.75	\$ 46,060.00	11.00	\$ 57,904.00	8.75	\$ 46,060.00	11.00	\$ 57,904.00	10.00	\$ 52,640.00	8.50	\$ 44,744.00	11.00	\$ 57,904.00	10.00	\$ 52,640.00	9.75	\$ 51,324.00	\$ 9.00	\$ 47,376.00
40 DETECTABLE WARNINGS	SF	90	36.50	\$ 3,285.00	50.00	\$ 4,500.00	38.50	\$ 3,465.00	75.00	\$ 6,750.00	50.00	\$ 4,500.00	34.00	\$ 3,060.00	40.00	\$ 3,600.00	36.00	\$ 3,240.00	35.00	\$ 3,150.00	\$ 35.00	\$ 3,150.00
41 THERMOPLASTIC PAVEMENT MARKING LINE, 6-IN WHITE	LF	80	31.50	\$ 2,520.00	4.00	\$ 320.00	30.00	\$ 2,400.00	15.00	\$ 1,200.00	40.00	\$ 3,200.00	30.00	\$ 2,400.00	30.00	\$ 2,400.00	31.00	\$ 2,480.00	7.50	\$ 600.00	\$ 10.00	\$ 800.00



BID TABULATION  ARGYLE AND TWIN OAKS ROADWAY AND WATER MAIN IMPROVEMENTS  VILLAGE OF BENSENVILLE																			
	BID TABULATION BIDS RECD 2/11/2025  ACQUA CONTRACTORS 551 S. IL Route 83 Elmhurst, IL 60126		EVERLAST BLACKTOP 7N540 IL Route 25 Elgin, IL 60120		SCHROEDER ASPHALT SERVICES, INC. P.O. BOX 831 Huntley, IL 60142		JOHN NERI CONSTRUCTION CO., INC. 770 Factory Road Addison, IL 60101		MAURO SEWER CONSTRUCTION, INC. 1251 Redeker Road Des Plaines, IL 60016	PERFORMANCE CONSTRUCTION 217 W. John Street Plano, IL 60545		MILLENNIUM CONTRACTING CO. 5933 N. Knox Ave. Chicago, IL 60646		C. SZABO CONTRACTING INC. 331 Elliot Ave. West Chicago, IL 60185		A LAMP CONCRETE CONTRACTORS 1900 Wright Boulevard Schaumburg, IL 60193		ENGINEER'S ESTIMATE 52 Wheeler Road Sugar Grove, IL 60554	
ITEM NO. DESCRIPTION	UNIT	QUANTITY	UNIT PRICE AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE AMOUNT
THERMOPLASTIC PAVEMENT MARKING LINE, 24-IN WHITE	LF	14	63.00 \$ 882.00	24.00 \$	336.00	10.00	\$ 140.00	125.00	\$ 1,750.00	115.00 \$ 1,610.00	60.00	\$ 840.00	40.00	\$ 560.00	99.00	\$ 1,386.00	100.00	\$ 1,400.00	\$ 20.00 \$ 280.00
43 CATCH BASIN TY A, 5' DIA	EACH	3	6,500.00 \$ 19,500.00	4,600.00 \$	13,800.00		\$ 21,000.00	5,500.00		6,000.00 \$ 18,000.00	8,500.00	\$ 25,500.00		\$ 23,331.00		\$ 19,338.00	8,550.00	\$ 25,650.00	\$ 7,000.00 \$ 21,000.00
CATCH BASIN TY A, 6' DIA	EACH	1	9,000.00 \$ 9,000.00	7,400.00 \$	7,400.00					10,000.00 \$ 10,000.00	9,500.00	\$ 9,500.00		\$ 8,888.00			13,700.00		
45 INLET, TY A	EACH	5	1,920.00 \$ 9,600.00	2,950.00 \$	14,750.00		\$ 15,000.00	2,200.00		1,600.00 \$ 8,000.00	2,000.00	\$ 10,000.00		\$ 18,280.00			3,350.00	\$ 16,750.00	\$ 2,100.00 \$ 10,500.00
46 MANHOLES, TY A, 5' DIA	EACH	5	5,755.00 \$ 28,775.00	4,200.00 \$	21,000.00		\$ 30,000.00	5,400.00		5,000.00 \$ 25,000.00	7,500.00	\$ 37,500.00		\$ 40,000.00			8,650.00	\$ 43,250.00	\$ 6,250.00 \$ 31,250.00
47 MANHOLES, TY A, 6' DIA	EACH	3	8,078.00 \$ 24,234.00	6,800.00 \$	20,400.00		\$ 24,600.00	7,600.00		8,000.00 \$ 24,000.00	8,500.00	\$ 25,500.00		\$ 27,600.00		\$ 22,848.00	10,750.00	\$ 32,250.00	\$ 8,000.00 \$ 24,000.00
48 MANHOLES, TY A, 7' DIA	EACH	1	11,710.00 \$ 11,710.00	8,100.00 \$	8,100.00	15,300.00		11,800.00		14,000.00 \$ 14,000.00	13,000.00	\$ 13,000.00		\$ 11,000.00		\$ 11,312.00	19,000.00	\$ 19,000.00	\$ 12,000.00 \$ 12,000.00
STORM SEWER, CLASS B, TYPE 2, 12" RCP	LF	147	124.00 \$ 18,228.00	126.00 \$	18,522.00		\$ 26,901.00			110.00 \$ 16,170.00		\$ 20,580.00		\$ 36,015.00			169.00		
50 STORM SEWER, CLASS B, TYPE 2, 18" RCP	LF	28	163.00 \$ 4,564.00	167.00 \$	4,676.00		\$ 5,488.00	140.00		150.00 \$ 4,200.00		\$ 4,340.00		\$ 7,252.00			272.00	\$ 7,616.00	
STORM SEWER, CLASS B, TYPE 2, 24" RCP	LF	67	123.00 \$ 8,241.00	147.00 \$	9,849.00		\$ 14,606.00	148.00		200.00 \$ 13,400.00		\$ 12,730.00		\$ 18,023.00		\$ 8,710.00	370.00	\$ 24,790.00	\$ 200.00 \$ 13,400.00
STORM SEWER, CLASS B, TYPE 2, 36" RCP	LF	470	230.00 \$ 108,100.00	192.00 \$	90,240.00		\$ 100,110.00	240.00		250.00 \$ 117,500.00	215.00	\$ 101,050.00		\$ 141,000.00	173.00	\$ 81,310.00	430.00	\$ 202,100.00	\$ 225.00 \$ 105,750.00
53 STORM SEWER, CLASS B, TYPE 2, 29X45" ELLIPTICAL RCP	LF	50	281.00 \$ 14,050.00	200.00 \$	10,000.00		\$ 12,850.00	232.00		350.00 \$ 17,500.00	255.00	\$ 12,750.00		\$ 17,800.00	202.00	\$ 10,100.00	439.00		\$ 300.00 \$ 15,000.00
54 STORM SEWER, CLASS B, TYPE 2, 34X53" ELLIPTICAL RCP	LF	269	325.00 \$ 87,425.00	297.00 \$	79,893.00		\$ 83,928.00	307.50		400.00 \$ 107,600.00				\$ 103,027.00		\$ 135,576.00		\$ 142,839.00	
CONNECTION TO EXISTING STORM STRUCTURE	EACH	1	3,650.00 \$ 3,650.00	5,000.00 \$	5,000.00		\$ 1.645.00	800.00		2,000.00 \$ 2,000.00		\$ 1,000.00		\$ 4,000.00			1,500.00		
56 WATER MAIN, 4-INCH D.I.P., CLASS 52, WITH POLYETHYLENE WRAP	LF	149	212.00 \$ 31,588.00	118.00 \$	17,582.00		\$ 34,866.00	198.00		200.00 \$ 29,800.00	200.00	\$ 29,800.00		\$ 24,734.00		\$ 26,224.00	236.00	\$ 35,164.00	\$ 120.00 \$ 17,880.00
57 WATER MAIN, 6-INCH D.I.P., CLASS 52, WITH POLYETHYLENE WRAP	LF	95	203.00 \$ 19,285.00	128.00 \$	12,160.00		\$ 18,715.00	190.00		100.00 \$ 9,500.00	190.00	\$ 18,050.00		\$ 19,000.00		\$ 202,920.00	225.00	\$ 21,375.00	\$ 140.00 \$ 13,300.00
58 WATER MAIN, 8-INCH D.I.P., CLASS 52, WITH POLYETHYLENE WRAP	LF	843	175.00 \$ 147,525.00	129.00 \$	108,747.00		\$ 142,467.00		\$ 177,030.00	140.00 \$ 118,020.00	155.00	\$ 130,665.00		\$ 210,750.00		\$ 205,692.00		\$ 203,163.00	\$ 160.00 \$ 134,880.00
50 WATER SERVICE CONNECTION	EACH	5	5,000.00 \$ 25,000.00	5,000.00 \$	25,000.00		\$ 15,000.00	4,500.00		5,000.00 \$ 25,000.00		\$ 10,000.00		\$ 25,000.00			5,550.00	\$ 27,750.00	
60 GATE VALVE & VALVE VAULT, 4-INCH (RESILIENT SEAT) IN 48-INCH VAULT	EACH	5	5,300.00 \$ 26,500.00	8,500.00 \$	42,500.00		\$ 33,625.00	5,800.00		4,000.00 \$ 20,000.00		\$ 33,750.00		\$ 25,000.00			6,425.00	\$ 32,125.00	
61 GATE VALVE & VALVE VAULT, 6-INCH (RESILIENT SEAT) IN 48-INCH VAULT	EACH	1	5,750.00 \$ 5,750.00	8,500.00 \$	8,500.00	7,175.00	\$ 7,175.00	6,150.00		5,000.00 \$ 5,000.00		\$ 7,250.00	7,500.00			\$ 7,412.00	6,850.00	\$ 6,850.00	\$ 4,000.00 \$ 4,000.00
62 GATE VALVE & VALVE VAULT, 8-INCH (RESILIENT SEAT) IN 48-INCH VAULT	EACH	1	6,400.00 \$ 6,400.00	8,500.00 \$	8,500.00	8,000.00	\$ 8,000.00	6,800.00		6,000.00 \$ 6,000.00		\$ 7,500.00	8,000.00		8,092.00	\$ 8,092.00	7,675.00	\$ 7,675.00	\$ 6,000.00 \$ 6,000.00
63 FIRE HYDRANT ASSEMBLY, 6-INCH MJ	EACH	3	9,500.00 \$ 28,500.00	9,400.00 \$	28,200.00		\$ 30,000.00	9,600.00		10,000.00 \$ 30,000.00	9,000.00	\$ 27,000.00		\$ 33,000.00		\$ 24,645.00	10,600.00	\$ 31,800.00	
64 CONNECTION TO EXISTING WATER MAIN (PRESSURE), 6-INCH	EACH	1	7,100.00 \$ 7,100.00	6,700.00 \$	6,700.00	12,050.00	\$ 12,050.00	5,800.00		5,000.00 \$ 5,000.00	7,000.00	\$ 7,000.00	8,000.00			\$ 10,473.00	13,575.00	\$ 13,575.00	\$ 7,000.00 \$ 7,000.00
65 CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 8-INCH	EACH	1	7,900.00 \$ 7,900.00	7,700.00 \$	7,700.00	3,000.00		3,200.00		6,000.00 \$ 6,000.00	2,600.00	\$ 2,600.00	9,000.00			\$ 3,927.00	4,450.00	\$ 4,450.00	\$ 4,500.00 \$ 4,500.00
66 DUCTILE IRON FITTINGS	LB	2168	0.01 \$ 21.68	10.00 \$	21,680.00		\$ 2.710.00	0.10		6.00 \$ 13.008.00	11.00	\$ 23,848.00		\$ 15,176.00			0.01	\$ 21.68	\$ 5.00 \$ 10,840.00
67 FIELD LOK GASKET, 8"	EACH	4	165.00 \$ 660.00	130.00 \$	520.00	208.00	\$ 832.00	150.00	\$ 600.00	200.00 \$ 800.00	155.00	\$ 620.00	200.00		154.00	\$ 616.00	200.00	\$ 800.00	\$ 200.00 \$ 800.00
68 FIELD LOK GASKET, 6"	EACH	5	122.00 \$ 610.00	140.00 \$	700.00	131.00	\$ 655.00	200.00		150.00 \$ 750.00	115.00	\$ 575.00	140.00			\$ 565.00	150.00	\$ 750.00	\$ 175.00 \$ 875.00
69 HYDROSTATIC TESTS AND DISINFECTION OF THE WATER MAIN	LS	1	2,200.00 \$ 2,200.00	4,500.00 \$	4,500.00					4,000.00 \$ 4,000.00			9,200.00				2,900.00		
70 PARKWAY RESTORATION	SY	1325	20.50 \$ 27,162.50	7.00 \$	9,275.00		\$ 29,150.00		\$ 34,450.00	13.00 \$ 17,225.00				\$ 53,000.00		\$ 26,500.00		\$ 19,875.00	
71 RESTORATION	SY	900	12.00 \$ 10,800.00	7.00 \$	6,300.00		\$ 10,800.00		\$ 13,500.00	15.00 \$ 13,500.00				\$ 36,000.00				\$ 10,800.00	
72 SUPPLEMENTAL WATERING	UNIT	40	92.00 \$ 3,680.00	1.00 \$	40.00		\$ 2,200.00	50.00		2.00 \$ 80.00		\$ 40.00		\$ 13,320.00	25.00		1.00	\$ 40.00	
73 FUNDING SIGN	EACH	1	1,225.00 \$ 1,225.00	700.00 \$	700.00		\$ 1,300.00			2,000.00 \$ 2,000.00				\$ 1,500.00			3,500.00		
74 NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - TYPE 1	CY	50	1.00 \$ 50.00	100.00 \$	5,000.00		\$ 5,500.00	1.00		150.00 \$ 7,500.00				\$ 5,000.00				\$ 4,500.00	
75 NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - TYPE 2	CY	50	1.00 \$ 50.00	100.00 \$	5,000.00		\$ 5,000.00	1.00		150.00 \$ 7,500.00	43.25			\$ 5,000.00			25.00		
76 EXPLORATORY EXCAVATION	EACH	10	500.00 \$ 5,000.00	400.00 \$	4,000.00		\$ 2,750.00	10.00		350.00 \$ 3,500.00		\$ 2,500.00		\$ 12,000.00			100.00		
77 CONSTRUCTION LAYOUT	LS	1	11,000.00 \$ 11,000.00	9,000.00 \$	9,000.00		\$ 11,000.00	100.00		15,000.00 \$ 15,000.00	5,000.00	\$ 5,000.00		\$ 14,988.00					\$ 15,000.00 \$ 15,000.00
78 TRAFFIC CONTROL AND PROTECTION	LS	1	8,000.00 \$ 8,000.00	31,911.09 \$	31,911.09		\$ 11,000.00			60,000.00 \$ 60,000.00	115,671.45	\$ 115,671.45		\$ 16,500.00				\$ 141,500.00	
79 MOBILIZATION	LS	1	17,311.42 \$ 17,311.42		65,736.84		\$ 13,000.00		\$ 37,780.00	5,500.00 \$ 5,500.00									\$ 20,000.00 \$ 20,000.00
80 ALLOWANCE - ITEMS ORDERED BY ENGINEER	UNIT	25000	1.00 \$ 25,000.00	1.00 \$	25,000.00		\$ 13,000.00		\$ 25,000.00	1.00 \$ 25,000.00				\$ 25,000.00		\$ 25,000.00		\$ 98,900.00	1.00 \$ 25,000.00
тоты	UNIT	20000	1,135,000.00	1.00 \$	1,165,251.01		1,177,548.18		1,243,775.60	1,289,553.00		1,349,897.00	1.00	1,556,883.00		1,579,086.80	1.00	1,648,923.56	1,371,314.60
TOTAL			1,135,000.00		1,165,251.01		1,177,548.18	I	1,243,775.60	1,289,553.00		1,349,897.00	l	1,556,883.00	I	1,579,086.80		1,648,923.56	1,371,314.60

YELLOW HIGHLIGHT INDICATES MATHEMATICAL ERROS FROM BID SUBMITTAL

% BELOW/ABOVE ENGINEER'S ESTIMATE -17.2% -15.0% -14.1% -9.3% -6.0% -1.6% 13.5% 15.2% 20.2%

# PROJECT MANUAL

For

# ARGYLE AND TWIN OAKS ROADWAY AND WATER MAIN IMPROVEMENTS

Village of Bensenville DuPage County, Illinois

Bid Issue: January 23, 2025

BIDS DUE: 11:00 A.M., TUESDAY, FEBRUARY 11, 2025

NOTICE: FEDERAL LABOR STANDARDS, PREVAILING WAGE RATES AND SECTION 3 REGULATIONS WILL APPLY TO THIS PROJECT

MINORITY OWNED BUSINESS ENTERPRISE (MBE), WOMEN OWNED BUSINESS ENTERPRISES (WBE), AND SECTION 3 CONTRACTORS ARE ENCOURAGED TO SUBMIT BIDS ON THIS PROJECT



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

Proposal Submitted By:
Acqua Contractors Corp
551 S. IL Route 83
Address
Elmhurst, IL 60126
City State Zip
630-359-4648
Phone Number

## PROJECT MANUAL

for

# ARGYLE AND TWIN OAKS ROADWAY AND WATER MAIN IMPROVEMENTS

Village of Bensenville DuPage County, Illinois

Bid Issue: January 23, 2025

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

## **PROJECT MANUAL**

#### for

# ARGYLE AND TWIN OAKS ROADWAY AND WATER MAIN IMPROVEMENTS

# Village of Bensenville DuPage County, Illinois

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# DUPAGE COUNTY COMMUNITY DEVELOPMENT COMMISSION (CDC) CONDITIONS FEDERAL GRANT BID MANUAL LANGUAGE AND STATEMENTS

Please read these conditions carefully and sign the acknowledgement on next page. Note that conditions listed below supersede any other conditions listed elsewhere in the manual. All these conditions apply to any labor providing contractors and any lower level subcontractors.

I. Labor Standards Notice (also to be listed on the Front Cover)

# FEDERAL LABOR STANDARDS AND DAVIS-BACON PREVAILING WAGE RATES WILL APPLY TO THIS PROJECT.

\* Please refer to the Federal Requirements included in the Bid Manual for additional information on federal labor standards and Davis-Bacon prevailing wage requirements.

# II. Bid Security Statement

All bid proposals must be accompanied by a Bid bond, certified check, or bank cashier's check payable to the owner for five percent (5%) of the amount of the bid.

III. Performance and Payment Bond Statement

The successful bidder for the project will be required to enter into Performance and Payment bonds equal to 100% of the bid with approved sureties, which shall be conditioned upon the proper and faithful performance by the contractor of the work specified in accordance with the contract documents.

IV. Brand Name Only Statement

Neither owner nor contractor shall limit materials to only brand-name products. Non-brand name materials of equal specification do qualify and are acceptable.

V. Cost Plus Statement

Cost-plus a percentage of cost and percentage of construction cost methods are prohibited from use on this project in any form or condition.

VI. Change Order Statement

Should change orders be necessary, CDC staff must receive copies and explanation of necessity for review. All change orders must be approved by CDC staff prior to work being completed. Should change orders be necessary and they exceed the bonded amount, bonds must be increased to match the new contract total.

VII. Federal Wage Determination Statement

This project is paid for in part with Federal grant funds through the Community Development Block Grant Program. Davis-Bacon Wage Decisions apply and are included in this packet. Davis-Bacon wages are

superseded only in instances, by and where Illinois Prevailing Wage exceeds Davis-Bacon in wage, fringe benefits, and/or trade stipulations (monetary and/or non-monetary requirements). Should this project not start within 90 days of award, the wage determinations shall be replaced with the most current decision.

#### VIII. Non-Discrimination Statement

Employers shall not discriminate, directly or indirectly, against employees or applicants for employment on the basis of race, color, religion, sex, national origin, age, familial status, or disability.

IX. WBE/MBE/Section 3 Encouragement Statement (also to be listed on the Front Cover)

Minority and Women Owned Business Enterprises (MBE/WBE) and Section 3 Businesses and workers are encouraged to submit bids on this Project.

X. Debarment Statement - SAM Certificate

The successful bidder for the project must clear a contractor debarment search on the System for Award Management (SAM) to be eligible to receive Federal grant funds. Chosen contractor will not be debarred and shall be registered with the System of Award Management (www.sam.gov).

XI. Insurance Requirement

Contractor must furnish a Certificate of Insurance and provide policy endorsements evidencing specific coverage amounts. Such coverage shall be placed with a responsible company licensed to do business in the State of Illinois. Contractor shall have the County named as an additional insured as its interest may appear.

#### XII. Signature Statement

The undersigned is aware that Federal Labor Standards and Davis-Bacon Prevailing Wage Rates apply to all work performed under this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and any lower tier subcontractors providing labor for said project.

DuPage County Community Development Commission wishes an acknowledgement from the bidder that they have read and understand the conditions listed above. Please sign below, pringer company name, date this document and submit it with the complete bid package.	ne nt
Signature:	
Company Name: Acqua Contracturs Cap	
Date:	

# CONFLICT OF INTEREST DISCLOSURE

Please initial each true and applicable statement:

XQ.	1. The undersigned understands that this project is being funded with Federal dollars under the Community Development Block Grant (CDBG) Program, HOME Investment Partnership Program (HOME) or Emergency Solutions Grant through
Planca ca	DuPage County. lect one of the following designations:
riease se	The undersigned has made application to be the owner, developer, or sponsor of a project funded with HOME.
AR	3 The undersigned desires to participate as a contractor or subcontractor under a construction project funded with CDBG or HOME.
	<ol> <li>The undersigned has made application to be a subrecipient of DuPage County funding under CDBG, HOME, or ESG.</li> </ol>
	<ol><li>The undersigned is an employee of an outside agency that will be working with a subrecipient receiving CDBG or HOME funding for a project.</li></ol>
	<ol> <li>I am a participant in a DuPage County funded homebuyer or home rehabilitation program.</li> </ol>
Please se	lect one of the following statements:
	7. The undersigned hereby certifies that he/she or (if other than an individual) any owners, employees, agents, consultants, officers, or elected or appointed officials (including members of its board of directors) do(es) not have any business or family tie to any current or former employee, agent, consultant, officer, or elected or appointed official of DuPage County. Such a tie includes the following relationships and in-laws of such relationships (whether by blood, marriage or adoption): spouse, parent (including a stepparent), child (including a stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and no such tie has existed during the past twelve months. All these categories of persons and relations are considered to be "covered persons" under Federal conflict of interest regulations.
	8. The undersigned does have a business or family tie to a current or former (within the last twelve months) employee, agent, consultant, officer, or elected or appointed official of DuPage County. Please note that DuPage County will need to review such business or family tie to determine if it constitutes a conflict of interest under applicable Federal regulations prior to entering into any agreement with you. Please list each such business or family tie:
If you se	lected #2 above (owner or developer of a project funded with HOME).
	9. The undersigned understands that no owner, developer, or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed

	official, or consultant of the owner, developer, or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor) may occupy a HOME-assisted affordable housing unit in a project during the required period of affordability.
Please se	elect one of the following statements:
	<ol> <li>The undersigned is an individual or sole proprietor and am signing this on behalf of myself.</li> </ol>
	11. The undersigned is a partnership and the signature below represents the statement of the partnership and all general and limited partners, individually, and collectively all covered persons associated with the partnership.
PR	12. The undersigned is a corporation and the signature below is that of a duly authorized corporate officer and represents the statement of each and all covered persons associated with the corporation.

Printed Name:	Alex Rendina
Title (if applicable):	Hesident
Name of organization (if applicable)	Acqua Contractors Corp.
Signature:	
Date:	2/11/25

Printed Name:	
Title (if applicable):	
Name of organization (if applicable)	
Signature:	
Date:	

# FEDERAL REQUIREMENTS



THIS BOOKLET IS BEING PROVIDED AS PART OF THE BID MANUAL FOR THIS PROJECT BECAUSE FEDERAL LABOR STANDARDS AND PREVAILING WAGE RATES WILL APPLY TO THIS PROJECT.

## THIS BOOKLET CONTAINS:

•	Required Contract Provisions for HUD Funded Capital projects in DuPage County, Illinois
	Executive Order 11246Page 13     HUD Federal Labor Standards ProvisionsPage 21
•	HUD required general contractor and sub-contractor forms
	Samples and instructions for required contractor forms to be filled out, signed, and turned in by all labor providers, including:
	<ul> <li>Ownership Form</li></ul>
•	A copy of the latest Davis Bacon Federal Wage determination for wage rates in DuPage County

Supplied through the DuPage Community Development Commission 421 N. County Farm Road Wheaton, IL 60187

Updated: April, 2024

# REQUIRED CONTRACT PROVISIONS FOR HUD FUNDED CAPITAL PROJECTS IN DUPAGE COUNTY, ILLINOIS

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#### I. APPLICATION

- A. These Required Contract Provisions shall apply to all work performed on the contract by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.
- B. The Contractor shall insert in each of his subcontracts all of the stipulations contained in these Required Contact Provisions and also a clause requiring his Subcontractors to include these Required Contact Provisions in any lower tier subcontracts which they may enter into, together with a clause requiring the inclusion of these provisions in any further subcontracts that may in turn be made. The Required Contract Provisions shall in no instance be incorporated by reference.
- C. A breach of any of the stipulations contained in these *Required Contract Provisions* may be grounds for termination of the contract.
- D. A breach of the following clauses may also be grounds for debarment as provided in 29 CFR, Part 5.6.
- E. All Bidders must sign the CDC Conditions and submit them with their complete bid package. This form is found in the Bid Specifications Manual.
- F. All bidders and their subcontractor shall be eligible for award of a federally assisted or insured contract. Should any subcontractor be found ineligible after award of a contract, its contract shall be terminated and the matter referred to the Department of Labor for its action.

#### **II. EQUAL OPPORTUNITY PROVISIONS**

#### A. Equal Opportunity Clause

Except as otherwise provided, DuPage County requires the inclusion of the following language as a condition of any grant, contract, loan insurance or guarantee involving federally assisted construction which is not exempt from the requirements of equal opportunity. The subgrantee hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR, Part 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following opportunity Clause:

B. Activities and Contracts Not Subject to Executive Order 11246, As Amended (Applicable to federally assisted construction contracts and related subcontracts \$10,000 and under).

During the performance of this contract, the Contractor agrees as follows,

"The Contractor shall not discriminate against any employee or applicant for employment because of race, color religion, sex or national origin. The Contractor shall take affirmative action to ensure that the applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the DuPage County Community Development Specialist setting forth the provisions of this

nondiscrimination clause. The contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin".

Contractors shall incorporate foregoing requirements in all subcontracts.

# **III. EXECUTIVE ORDER 11246 - Equal Employment Opportunity** Contracts/Subcontracts above \$10,000 Section 202 Equal Opportunity Clause

The complete Executive Order 11246 is included in this Federal Requirements booklet.

A. During the performance of this contract, the Contractor agrees as follows,

"The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employ-ment, without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause".

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor or pursuant thereto, and will permit access to his or her books, records and accounts by DuPage County, HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as DuPage County or HUD may direct as means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or threatened with litigation with a subcontractor or vendor as a result of such

direction by DuPage County or HUD, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

# IV. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246, applicable to contracts/subcontracts exceeding \$10,000)

- A. The Offeror or Bidder's attention is called the "Equal Opportunity Clause" and the "Standard Equal Employment Opportunity Construction Contract Specifications" set Herein.
- B. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
  - 1. Until further notice the goal for women participation is 6.9% (Nationwide).
  - 2. Until further notice the goal for minority participation is 19.6% (Chicago PMSA).
- C. These goals are applicable to all Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.
- D. The Contractor's compliance with the Executive Order and the regulations in 41 CFR, Part 60.4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR, Part 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of contract, the Executive Order and the regulations in 41 CFR, Part 60.4. Compliance with the goals will be measured against the total work hours performed.
- E. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the contract is to be performed.
- F. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Chicago PMSA.

# V. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

#### A. As Used In These Specifications:

- 1. "Covered Area" means the geographical area described in the solicitation from which this contract is resulted.
- 2. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority.
- 3. "Employer identification numbers" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.

## B. "Minority" Includes:

- 1. Black All persons having origins in any of the Black African racial groups not of Hispanic origin.
- 2. *Hispanic* All persons of Mexican, Puerto Rican, Cuban, Central and South American or other Spanish Culture or origin, regardless of race.
- 3. *Asian and Pacific Islander* All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands.
- 4. American Indian or Alaskan Native All persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

#### C. Subcontracts

- Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 2. If the Contractor is participating (pursuant to the 41 CFR, Part 60 4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 3. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 (I) through (XVI) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- 4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
- 5. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- 6. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its

effort to achieve maximum results from its actins. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following.

### D. Equal Employment Opportunity Documentation

- 1. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in tall facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of any carrying out of the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- Establish and maintain a current list of minority and female recruitment sources, provide written
  notification to minority and female recruitment sources and to community organizations when
  the Contractor or its unions have employment opportunities available, and maintain a record of
  organization's responses.
- 3. Maintain a current file of the names, addresses and telephones numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individuals were sent to the union hiring hall for referral and were not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason, therefore along with whatever additional actions the Contractor may have taken.
- 4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- 5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under D (2) above.
- 6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meet-ing its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female em-ployees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- 7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and the disposition of the subject matter.
- 8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification

- to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- 9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures and tests to be used in the selection process.
- 10. Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth, both on the site and in other areas of Contractor's work force.
- 11. Validate all rests and other selection requirements where there is an obligation to do so under 41 CFR, Part 60, 3.
- 12. Conduct, at least annually, an inventory and evaluation of at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for (through appropriate training, etc.) such opportunities.
- 13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- 14. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to ensure privacy between the sexes.
- 15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- 16. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 17. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office from Federal Procurement contracting officers.

#### E. Voluntary Associations

1. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations, D-1 through D-17. The efforts of a contractor association, joint contractor-union, contractor-community or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under D-1 through D17 of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet is individual goals and timetables, and can provide access to

- documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
- 2. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive order if a specific minority group of women is under utilized).
- 3. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- 4. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended.
  - 5. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to the Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 6. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR, Part 60,4.8.
- 7. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation (if any), employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 8. Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### F. Civil Rights Act of 1964

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

G. Section 109 Of The Housing And Community Development Act Of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

# H. "Section 3" Compliance In The Provisions Of Training, Employment And Business Opportunities

- 1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3).
- 2. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to be the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 3. The parties to this contract agree to comply with HUD's regulations in 24 CFR, Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 75 requirements.
- 4. The Contractor agrees to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located. Where feasible, priority for opportunities and training should be given to Section 3 workers residing within the service area of the neighborhood of the project and participants in YouthBuild programs.
- 5. The Contractor agrees, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located. Where feasible, , priority for contracting opportunities described in paragraph b. i. of this section should be given to Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area of the neighborhood of the project and participants in YouthBuild programs.
- 6. The contractor agrees to include in any contract or agreement language to apply Section 3 to any and all subcontractors. All subrecipients, contractors, and subcontractors must meet the requirements of §75.19, regardless of whether Section 3 language is included in subrecipient agreements, program regulatory agreements, or contracts. All contractors and subcontractors must meet the requirements of §75.9, regardless of whether Section 3 language is included in contracts. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of regulations under 24 CFR, Part 75.
- 7. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR, Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR, Part 75.
- 8. Noncompliance with HUD's regulations in 24 CFR, Part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD-assisted contracts.

#### VI. CONTRACT WORK HOURS AND SAFETY STANDARDS

As a condition of any grant, contract, loan, insurance or guarantee involving federally assisted construction, DuPage County requires the following language to be included in full in any contract subject to the Contract Work Hours and Safety Standards ACT. As used in the section, the terms "laborers" and "mechanics" include watchmen and guards.

"The subgrantee, in accordance with Title 29, CFR, Part 5, hereby agrees that it will ensure the inclusion in all construction contract documents and bid specifications".

#### A. Overtime Requirements

No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of forty hours in such workweek.

#### B. Violation and Liability for Unpaid Wages and Liquidated Damages

In the event of any violation of the clause set forth in Subsection A, the Contractor and any Subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and Subcontractor shall be to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in Subsection A, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection A.

#### C. Withholding for Unpaid Wages and Liquidated Damages

The DuPage County Community Development Specialist may withhold or cause to be withheld from any monies payable on account of work performed by the Contractor or Subcontractor such sums as may administratively be determined to be necessary to satisfy an liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection B.

#### D. Subcontract

The Contractor shall insert in any subcontracts the clauses set for in subsections A, B and C of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts they may in turn be made.

#### E. Contractor's Responsibility

The Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in Subparagraph A through D.

#### VII. SAFETY

In the performance of this contract, the Contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions, on his own responsibility or the DuPage County Community Development Specialist may determine reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

#### VIII. FALSE STATEMENTS CONCERNING PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers and workers on projects utilizing Federal funds, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly and honestly as possible. Willful falsification, distortion or misrepresentation with respect to any facts related to the project is a violation of Federal law.

#### IX. CLEAN AIR ACT IMPLEMENTATION

#### Contract requirements

- A. The Contractor stipulates that any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clear Air Act, as amended (PL 91-604, 42 U.S.C 1857, as amended by PL 95-95 and PL 95-960, 42 USC 4362, 7401 et Seq.), Executive Order 11738, and regulations in implementation thereof (40 CFR, Part 15) is not listed, on the date of contract award, on the U.S. Environmental Projection Agency (EPA) List of Violating Facilities Pursuant to Title 40 CFR, Part 15.
- B. The Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, relating to inspection, monitoring, entry reports and information, as well as, all other requirements specified in Section 114 and all regulations and guidelines listed there under.
- C. The Contractor shall promptly notify the Community Development Specialist of the receipt of any communication from the Director, Office of Federal Activities, or the EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA Listing of Violating Facilities.
- D. The Contractor agrees to include or cause to be included the requirements of subparagraphs A through D of this section in every nonexempt subcontract and further agrees to take such action as the Government may direct as a means of enforcing such requirements.

#### X. LABOR STANDARDS

Except as otherwise provided, DuPage County requires the inclusion of the HUD Federal Labor Standards Provisions Form 4010 as a condition of any grant, contract, loan, insurance or guarantee involving federally assisted construction.

#### XI. BUILD AMERICA, BUY AMERICA ACT IMPLEMENTATION

The Build America, Buy America Act (BABA), enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (ITJA). Pub. L. 117-58. The Act establishes a domestic content procurement preference ("Buy America Preference" or "BAP") for federal infrastructure programs. Steps developed by HUD must be implemented to ensure that the iron, steel, manufactured products, and construction materials used in a project are produced in the United States. Section 70912, the Act further defines a project to include "the construction, alteration, maintenance, or repair of infrastructure in the United States" and includes within the definition of infrastructure those items traditionally included along with buildings and real property. CDBG funds awarded under the AGREEMENT are subject to the provisions of the Act, 41 U.S.C. 8301 note. While HUD currently has a waiver of the application of the BAP through HUD's Notice, "General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (87 FR 26219), HUD will begin requiring compliance with BAP for all new funds obligated on or after November 14, 2022, unless covered by a subsequent waiver. Under FR-6331-N-06, HUD has proposed phased implementation of the BAP.

The BAP applies to the following construction materials used in infrastructure projects. Each

construction material is followed by a standard for the material to be considered "produced in the United States."

- a. **Non-ferrous metals**. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- b. *Plastic and polymer-based products*. All manufacturing processes, from initial combination of constituent, plastic or polymer-based inputs until the item is in a form in which it is delivered to the work site and incorporated into the project, occurred in the United States.
- c. **Composite building materials**. All manufacturing processes, from initial combination of constituent materials until the composite material is in a form in which it is delivered to the work site and incorporated into the project, occurred in the United States.
- d. *Glass*. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- e. *Fiber optic cable*. All manufacturing processes, from the initial preform fabrication stage through fiber stranding and jacketing, occurred in the United States.
- f. *Optical fiber*. All manufacturing processes, from the initial preform fabrication stage through fiber stranding, occurred in the United States.
- g. *Lumber*. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
- h. **Drywall**. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

## **EXECUTIVE ORDER 11246 EQUAL EMPLOYMENT OPPORTUNITY**

SOURCE: The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

#### Part I - Nondiscrimination in Government Employment

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

# Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors

#### Subpart A - Duties of the Secretary of Labor

**SEC. 201.**The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, I978 Comp., p. 230]

#### **Subpart B - Contractors' Agreements**

**SEC. 202.** Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24,

1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with afl provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]
- **SEC. 203.** Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.
- (b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
- (c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
- (d) The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or

supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

[Sec. 203 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

- **SEC. 204** (a) The Secretary of Labor may, when the Secretary deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this **Order** in any specific contract, subcontract, or purchase **order**.
- (b) The Secretary of Labor may, by rule or regulation, exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers of workers; or (4) to the extent that they involve subcontracts below a specified tier.
- (c) Section 202 of this **Order** shall not apply to a Government contractor or subcontractor that is a religious corporation, association, educational institution, or society, with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities. Such contractors and subcontractors are not exempted or excused from complying with the other requirements contained in this **Order**.
- (d) The Secretary of Labor may also provide, by rule, regulation, or order, for the exemption of facilities of a contractor that are in all respects separate and distinct from activities of the contractor related to the performance of the contract: provided, that such an exemption will not interfere with or impede the effectuation of the purposes of this **Order**: and provided further, that in the absence of such an exemption all facilities shall be covered by the provisions of this **Order**."

[Sec. 204 amended by EO 13279 of Dec. 16, 2002, 67 FR 77141, 3 CFR, 2002 Comp., p. 77141 - 77144]

#### Subpart C - Powers and Duties of the Secretary of Labor and the Contracting Agencies

**SEC. 205.** The Secretary of Labor shall be responsible for securing compliance by all Government contractors and subcontractors with this Order and any implementing rules or regulations. All contracting agencies shall comply with the terms of this Order and any implementing rules, regulations, or orders of the Secretary of Labor. Contracting agencies shall cooperate with the Secretary of Labor and shall furnish such information and assistance as the Secretary may require.

[Sec. 205 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

- **SEC. 206.** The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor.
- (b) The Secretary of Labor may receive and investigate complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section 202 of this Order.

[Sec. 206 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 207.** The Secretary of Labor shall use his/her best efforts, directly and through interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

[Sec. 207 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

- **SEC. 208.** The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.
- (b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(6) shall be made without affording the contractor an opportunity for a hearing.

#### **Subpart D - Sanctions and Penalties**

- **SEC. 209.** In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary may:
- (1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
- (2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions
- set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.
- (3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.

- (4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.
- (5) After consulting with the contracting agency, direct the contracting agency to cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with equal employment opportunity provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the Secretary of Labor.
- (6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.
- (b) Pursuant to rules and regulations prescribed by the Secretary of Labor, the Secretary shall make reasonable efforts, within a reasonable time limitation, to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under subsection (a)(2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under subsection (a)(5) of this Section.

[Sec. 209 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 210.** Whenever the Secretary of Labor makes a determination under Section 209, the Secretary shall promptly notify the appropriate agency. The agency shall take the action directed by the Secretary and shall report the results of the action it has taken to the Secretary of Labor within such time as the Secretary shall specify. If the contracting agency fails to take the action directed within thirty days, the Secretary may take the action directly.

[Sec. 210 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p 230]

**SEC. 211.** If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor.

[Sec. 211 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 212.** When a contract has been cancelled or terminated under Section 209(a)(5) or a contractor has been debarred from further Government contracts under Section 209(a)(6) of this Order, because of noncompliance with the contract provisions specified in Section 202 of this Order, the Secretary of Labor shall promptly notify the Comptroller General of the United States.

[Sec. 212 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

#### **Subpart E - Certificates of Merit**

**SEC. 213.** The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship,

membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

- **SEC. 214.** Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.
- **SEC. 215.** The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

#### Part III - Nondiscrimination Provisions in Federally Assisted Construction Contracts

SEC. 301. Each executive department and agency, which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations and relevant orders of the Secretary, (2) to obtain and to furnish to the Secretary of Labor such information as the Secretary may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violation of such obligations imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

[Sec. 301 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

- **SEC. 302.** "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- (b) The provisions of Part II of this Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.
- (c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he/she becomes a recipient of such Federal assistance.
- **SEC. 303.** The Secretary of Labor shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor and to furnish the Secretary such

information and assistance as the Secretary may require in the performance of the Secretary's functions under this Order.

- (b) In the event an applicant fails and refuses to comply with the applicant's undertakings pursuant to this Order, the Secretary of Labor may, after consulting with the administering department or agency, take any or all of the following actions: (1) direct any administering department or agency to cancel, terminate, or suspend in whole or in part the agreement, contract or other arrangement with such applicant with respect to which the failure or refusal occurred; (2) direct any administering department or agency to refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received by the Secretary of Labor from such applicant; and (3) refer the case to the Department of Justice or the Equal Employment Opportunity Commission for appropriate law enforcement or other proceedings.
- (c) In no case shall action be taken with respect to an applicant pursuant to clause (1) or (2) of subsection (b) without notice and opportunity for hearing.

[Sec. 303 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**SEC. 304.** Any executive department or agency which imposes by rule, regulation, or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports, and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

#### Part IV - Miscellaneous

**SEC. 401.** The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order.

[Sec. 401 amended by EO 12086 of Oct. 5, I978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

- **SEC. 402.** The Secretary of Labor shall provide administrative support for the execution of the program known as the "Plans for Progress."
- **SEC. 403.** Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No.
- 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Office of Personnel Management and the Secretary of Labor, as appropriate.
- (b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive Order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such

directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

[Sec. 403 amended by EO 12107 of Dec. 28, 1978, 44 FR 1055, 3 CFR, 1978 Comp., p, 264]

**SEC. 404.** The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

**SEC. 405.** This Order shall become effective thirty days after the date of this Order.

#### A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

#### 1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

#### ii. Frequently recurring classifications

**A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

- **1.** The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- 2. The classification is used in the area by the construction industry; and
- **3.** The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- **B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

#### iii. Conformance

**A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

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classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- 1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2. The classification is used in the area by the construction industry; and
- **3.** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- **B.** The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to <a href="mailto:DBAconformance@dol.gov">DBAconformance@dol.gov</a>. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- **D.** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to <a href="mailto:DBAconformance@dol.gov">DBAconformance@dol.gov</a>, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

#### iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

#### v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

#### 2. Withholding

#### i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

#### 3. Records and certified payrolls

#### i. Basic record requirements

- **A.** Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- **B.** Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- **C.** Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

**D.** Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

#### ii. Certified payroll requirements

- A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system
- B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <a href="https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf">https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf</a> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
- 1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
- 2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

- from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
- **3.** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- **D.** Use of Optional Form WH-347 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).
- **E. Signature** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- **F. Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- **G.** Length of certified payroll retention The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- **iii. Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

#### iv Required disclosures and access

- A. Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- Sanctions for non-compliance with records and worker access requirements If the В. contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- C. Required information disclosures Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity

#### i. Apprentices

- A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- **B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- **ii Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- **5 Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

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- **6 Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.
  - **7 Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
  - **8** Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
  - **9 Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- **iii.** The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.
- 11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
  - i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
  - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
  - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
  - iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

#### B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
- 3. Withholding for unpaid wages and liquidated damages
- i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
  - **ii Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:
    - **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
    - **B.** A contracting agency for its reprocurement costs;
    - **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
    - **D.** A contractor's assignee(s);
    - **E.** A contractor's successor(s); or
    - **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- 4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

Form HUD-4010, (10/2023)

- due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- 5 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
  - i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
  - **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
  - **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
  - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

#### F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

- 1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- 2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- **3.** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# HUD REQUIRED GENERAL CONTRACTOR AND SUB-CONTRACTOR FORMS

## THESE FORMS WILL NEED TO BE COMPLETED BY THE SUCCESSFUL BIDDER(S)

Notification to the Office of Federal Contract Compliance Programs: This form applies to the successful bidder(s) and all subcontractors with contracts of \$10,000 or greater. Mail this form to U.S. Department of Labor. Copies to Owner and DuPage County.

#### ORIGINALS OF ALL OF THE FOLLOWING FORMS MUST BE SENT TO OWNER

- Ownership Form
- Contractor / Subcontractor Labor Relations Agreement
- Apprenticeship Policy Recognition Form
- Section 3 Forms
  - o Complete as applicable
- Certified Payroll (Weekly Reports) (Two page form with payroll on first page and statement of compliance on second page.)

Note: DuPage County Community Development Commission (CDC) is the DuPage County office responsible for administering HUD funds. This project is funded in whole or part via a grant of HUD funds from DuPage County to the Owner / Subgrantee.

Informational Materials Attached: Sample Labor Relations Agreement; Section 3 Initiative and Compliance summary; Instructions for Completing Certified Payrolls and Statement of Compliance; Categorizing Foremen, Supervisors, Owners, and Other Employees on Certified Payrolls; Sample Payroll; Sample Statement of Compliance.

HUD = United States Department of Housing and Urban Development

Title

#### **OWNERSHIP FORM**

(To be completed by business owners)

Any contractor working on a federally funded project must be cleared through the Excluded Parties List System (EPLS) for identifying businesses and individuals that have been debarred or are otherwise ineligible to be paid with federal funds. Please complete this information so that such clearance may be performed by CDC staff.

A COLLA CACHE		
egal Business Name ACUUL CITIED	actors corp	
owner Name Alex Rendin	a	
	oute 83, Elmhurst	: 1L (00126
elephone # 630-359 - 4648	DUNS#	013892180
Vebpage (if available)	FIN (IRS) #	82-3052YV8
rade(s) heavy construct	tion underground	
dicate whether business is:	9	
	e Established:	BRC <sup>2</sup>
<ul> <li>Limited Liability Company</li> </ul>		
The state of the s	e of Agreement:	BRC TIN <sup>3</sup> Ra-305340
	of Incorporation:	TIN. 39-202040
<ol> <li>Does not include affiliates, wholly owned subsidiaries or divisions.</li> <li>Business Registration Certificate Number</li> <li>Tax Identification Number</li> </ol>		
is the firm done or is it currently doing business und	ler another name?	
Yes: No. Y		
If yes, please provide the name and explain.		
entify the names of all owners/principals of the comp		
Name	Title Busin	ess Name (if applicable)
1/	(This will be confirmed by CDC through a	check of CyberDrive Illinois.)
the firm in Good Standing with the State of Illinois?  Yes: No:	(This will be confirmed by CDC through a	check of CyberDrive Illinois.)
1.7	(This will be confirmed by CDC through a	check of CyberDrive Illinois.)
	(This will be confirmed by CDC through a	check of CyberDrive Illinois.)
Yes: No:	(This will be confirmed by CDC through a	check of CyberDrive Illinois.)
Yes: No: If no, please explain:	(This will be confirmed by CDC through a	check of CyberDrive Illinois.)
Yes: No: If no, please explain:	(This will be confirmed by CDC through a	check of CyberDrive Illinois.)
Yes: No: If no, please explain:  RT2 Other Concerns:		
Yes: No:  If no, please explain:  RT2 Other Concerns:  Business is owned by a minority person:  Other (Specify):	☐ African American	☐ Hispanic American
Yes: No: If no, please explain:  ART 2 Other Concerns:  Business is owned by a minority person:	☐ African American	☐ Hispanic American
Yes: No:	☐ African American ☐ Native American	☐ Hispanic American
Yes: No:  If no, please explain:  RT2 Other Concerns:  Business is owned by a minority person:  Other (Specify):	☐ African American ☐ Native American	☐ Hispanic American

Print Name

Federal Requirements

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# NOTIFICATION TO THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS (OFCCP)

To be completed and mailed within 10 business days of contract signing. **Send original to the Office of Federal Contract Compliance** and photocopy to DuPage County Address at bottom of letter.

Date:		
Karen D. Wallace, District Director Office of Federal Contract Compliance Programs (O. U.S. Department of Labor Chicago District Office 230 S. Dearborn St., Suite 612 Chicago, IL 60604	FCCP)	
Please be advised that the following contract in excess	ss of \$10,000 has been awarded:	
Prime Contractor Number:		
Contractor/Subcontractor Name:		_
Contractor/Subcontractor Address:		
Contractor/Subcontractor Phone #:		_
Contractor/Subcontractor Email:		
Contractor/Subcontractor EIN:		
Amount of Contract/Subcontract:		
Estimated Construction Start Date:		
Estimated Construction Completion Date:		
Project Location:		
Signed:		
Printed Name:		
Title:		
CC: DuPage County 421 N. County Farm Rd, Room 2-800 Wheaton, IL 60187	CC:	
Attn: Community Development Commission	Attn:	
Phone: 630-407-6600	Phone:	
Email: communitydev@dupageco.org	Email:	

# **CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT (LRA)**

Project Name		Non-Pro	ofit Agency Ne	w Facility Constr	uction		Project #	CD13-01		
Project Addre	ss	1 Main S	Street, Town,	IL 60000			Contract A	mount 1	00,000	1
Contractor Na	ıme	Jones C	Construction C	ompany			Туре	□gc	X Sub	bcontractor
If SUBCONTRA	CTOR pro	vide na	me of contrac	ting company T	om's Ge	eneral Contractir	g Company			
Address of Bu	usiness	123 Mai	in Street, Tow	n, IL 60000						
Contact Perso	on	Samuel	Jones				Title	Owner/Pr	esiden	t
Telephone #		111-111	1-1111				Fax #	222-222-2	2222	
Email Addres	S	sam.jon	es@jonesco.d	com			FIN (IRS) #	12-34567	89	
	·									
Is the contra have to complete th     The following	is form, but	any labo	or subcontracto	rs hired for installa	tion of the	ese materials mus	st be disclosed an	d must con	nplete a	,
Name/Title:	Samuel	Jones	s / Owner/F	President		Signature:	Sau	nuel J Iane Jos	one	\$
Name/Title:	Jane Jo	ones /	Payroll Adı	ministrator		Signature:	0	Tane Jos	nes	
understand that 4. In the section trade employed	n below, p	please l	list the hourl	y wage and frir	nge ber	efits by job cla				
Job Classificati	on # (for D	uPage)	CARP0555-0	005 (Building)	Jo	b Classificatio	<b>n #</b> (for DuPage)	LABO00	002-003	3
Gro	up # (if app	olicable)	n/a			Grou	o # (if applicable)	1		
Но	urly Wage	Rate:	\$41.52			Hou	rly Wage Rate:	\$35.20		
Hourly	Fringe Be	nefits:	\$25.47			Hourly F	ringe Benefits:	\$21.45		
F	ringe Bener	fits paid	☐ in cash	🗵 into plan(s)		Fri	nge Benefits paid	□ in c	ash [	ጃ into plan(s)
TOTAL (	wages + 1	fringe)	\$66.99			TOTAL (v	/ages + fringe)	\$56.65		
Job Classificati	on # (for D	uPage)			Jo	b Classificatio	<b>n #</b> (for DuPage)			
Gro	up # (if app	olicable)				Grou	<b>o #</b> (if applicable)			
Но	urly Wage	Rate:				Hou	rly Wage Rate:			
Hourly	Fringe Be	nefits:				Hourly F	ringe Benefits:			
F	ringe Bener	fits paid	☐ in cash	☐ into plan(s)		Fri	nge Benefits paid	☐ in c	ash [	☐ into plan(s)
TOTAL (	wages + I	fringe)	\$0.00			TOTAL (v	/ages + fringe)	\$0.00		
			1							
Job Classificati	•				Jo		n # (for DuPage)			
	<b>up #</b> (if app				-		p # (if applicable)			
	urly Wage						rly Wage Rate:			
,	Fringe Be						ringe Benefits:			
	ringe Bener		in cash	☐ into plan(s)			nge Benefits paid		ash [	☐ into plan(s)
TOTAL (	wages + 1	fringe)	\$0.00			TOTAL (v	/ages + fringe)	\$0.00		
WARNING: U.S. UTTERS. OR PL										

\$5,000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."

The undersigned certifies that (s)he is an owner/officer of the contractor and further certifies compliance with all Federal EEO requirements:

-SAMPLE-

-SAMPLE-

Samuel Jones 04/01/2013 Signature Date Samuel Jones Owner/President Print Name Title

# **CONTRACTOR/SUBCONTRACTOR LABOR RELATIONS AGREEMENT (LRA)**

Project Name	Project	Name				Project #		
Project Address						Contract Ar	mount	
Contractor Name						Туре	☐ GC ☐	Subcontractor
If SUBCONTRACTOR	provide na	me of contrac	ting company					
Address of Busines	ss							
Contact Person						Title		
Telephone #						Fax #		
Email Address						FIN (IRS) #		
Is the contractor national area to complete this form,     The following persons.	but any labo	or subcontractor	rs hired for installatio	on of the	ese materials mus	t be disclosed an	d must comp	,
Name/Title:					Signature:			
Name/Title:					Signature:			
I. In the section below rade employed by you								
Job Classification # (fo	or DuPage)			Jo	b Classification	າ # (for DuPage)		
Group # (if	applicable)				Group	# (if applicable)		
Hourly W	age Rate:				Hour	ly Wage Rate:		
Hourly Fringe					Hourly Fr	inge Benefits:		
	enefits paid	☐ in cash	☐ into plan(s)			nge Benefits paid		sh 🗌 into plan(s)
TOTAL (wages	+ fringe)	\$0.00			TOTAL (w	ages + fringe)	\$0.00	
Job Classification # (fo	or DuPage)			Jo	b Classification	າ # (for DuPage)		
Group # (if	applicable)				Group	# (if applicable)		
Hourly W	age Rate:				Hour	ly Wage Rate:		
Hourly Fringe	Benefits:				Hourly Fr	inge Benefits:		
Fringe B	enefits paid	☐ in cash	☐ into plan(s)		Frir	nge Benefits paid	☐ in cas	sh 🔲 into plan(s)
TOTAL (wages	+ fringe)	\$0.00			TOTAL (w	ages + fringe)	\$0.00	
lob Classification # /f	or Du Dogo			lo	h Classification	3 # /for DuPogo		
Job Classification # (fo				30	b Classification			
Group # (if					•	# (if applicable)		
Hourly W						ly Wage Rate:		
Hourly Fringe		☐ in coot	□ into plan(a)			inge Benefits:	☐ in car	oh Dinto plan(s)
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TOTAL (wages	INAL COD				C., PROVIDES			

UTTERS, OR PUBLISHES ANY STATEMENT, KNOWING THE SAME TO BE FALSE...SHALL BE FINED NOT MORE THAN \$5,000 OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH."

The undersigned certifies that (s)he is an owner/officer of the contractor and further certifies compliance with all Federal EEO requirements:

Signature	Date
Print Name	Title

#### APPRENTICESHIP POLICY RECOGNITION FORM

This form has been provided by the DuPage Community Development Commission (CDC) for the contractor's benefit to fully understand the requirements that surround the use of apprentices and trainees on federally funded projects. You are encouraged by the CDC to assign apprentices to this project and this document discloses key requirements that will help contractors avoid infractions which necessitate wage restitution. By filling out this form, you are only demonstrating your awareness of the policies regarding apprentices and government work. After completing this form, please return it to the property owner to hand into to the CDC.

Project Name	Project Name	Project #		
Project Address		Contract Amount		
Contractor Name		Туре	☐ GC ☐ Subcontractor	
If SUBCONTRACTOR pr	ovide name of contracting company			
Address of Business				
Contact Person		Title		
Telephone #		Fax #		
Email Address		FIN (IRS) #		

Federal regulations stipulate that apprentices and trainees (hereinafter "apprentices") assigned to a federally funded project are required to be accompanied by a qualified journeyman worker of the same trade. This means that apprentices are not to perform work on the *project* without proper supervision. Superintendents, company inspectors, managing supervisors, foremen, or any other person employed as contractor administration, do not qualify as a labor-mentoring agent. On each certified payroll, a journeyman's hours must match an apprentice's hours each day. There are no exceptions to this policy.

Should an apprentice perform work *alone* on the premises of the above stated project, Davis-Bacon Wage Determinations will apply and the apprentice must be paid the minimum prevailing wage for his or her time. Restitution must be paid to the employee in the manner of the difference between the prevailing wage and the apprentice's wage.

Do you plan on using apprentices for the above referenced project?	☐ Yes	□No
Are your apprentices registered with the Bureau of Apprenticeship and Training?	☐ Yes	□No

If not, you must register all apprentices with the Bureau. You can reach the local office at: (312) 596-5500. Return evidence of registration to the property owner.

List below the names and status of the apprentices likely planned for work on this project. Listing does not bind the contractor to assigning these apprentices and trainees:

Apprentice/Trainee Name	Year/Level	Registered	Wage/hour

I am now fully aware of the federal apprentice/trainee policies involving the above referenced project and will keep a copy of this disclaimer in the project file:

Signature	Date
Print Name	Title

#### **DU PAGE COUNTY - SECTION 3 INITIATIVE OVERVIEW**

Federal grant funds awarded by DuPage County to this project are subject to Section 3 compliance as provided in 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. All contractors providing labor on projects with over \$200,000 of either HUD 's Community Development Block Grant (CDBG) or HOME Investment Partnership financial assistance are subject to Section 3 and must complete the following documents (as applicable):

- 1. INITIATIVE OVERVIEW
- 2. ACKNOWLEDGEMENT OF COMPLIANCE REQUIREMENTS
- 3. SECTION 3 CERTIFICATIONS:
  - A. Compliance Certification
  - B. Business Self-Certification
  - C. Laborer Self-Certification
- 4. OUTREACH:
  - A. Employee Resource Guide
  - B. Employer Outreach Guide
  - C. Employee Jobsite Notification
  - D. Employer Project Notification
- 5. JOBSITE REPORT LABOR HOURS
- 6. DEFINITIONS AND FREQUENTLY ASKED QUESTIONS
- 7. CDC SECTION 3 PROCEDURES

DuPage County is responsible for executing Section 3 compliance and reporting the outcomes of these efforts. Specifically, under this regulation, DuPage County is responsible for:

- 1. Informing any subrecipients, developers, general contractors, contractors, and subcontractors of the requirements of Part 75;
- 2. Monitor the performance of projects and contractors for the requirements and objectives of Part 75;
- 3. Notify potential contractors and subcontractors of Section 3 covered opportunities open for bid; and
- 4. Collect and report documentation in respect to all efforts to achieve Section 3 participation.

Projects receiving HUD-funded assistance greater than \$200,000 are covered by Section 3. Contractors subject to Section 3 compliance, to the greatest extent feasible, are responsible for:

- 1. Contracting or hiring locally
- 2. Contracting at least 25% of the project labor hours with Section 3 business concerns and/or workers
- 3. Hiring new employees who qualify as a Section 3 worker or Section 3 targeted worker
- 4. Refraining from entering into contracts with businesses in violation of Section 3
- 5. Documenting all efforts, actions taken, results, and/or impediments to achieving Section 3 obligations for submission to the DuPage Community Development Commission

Noncompliance, involving the disregard of actions to be taken and/or documentation of those efforts, whether successful or not, may result in delayed or non-payment of Federal grant awards.

For more information about Section 3 and to access DuPage County's Section 3 certification forms, visit: <a href="https://www.dupagecounty.gov/government/departments/community\_services/municipalities\_and\_non-profits/community\_development\_commission/section\_3.php">https://www.dupagecounty.gov/government/departments/community\_services/municipalities\_and\_non-profits/community\_development\_commission/section\_3.php</a>.

#### **SECTION 3: ACKNOWLEDGEMENT OF COMPLIANCE REQUIREMENTS**

## Section 3 of the HUD Act of 1968 (12 U.S.C § 1701u) and its associated regulations (24 C.F.R. Part 75)

Project Na	ame:	HUD Grant: CDBG / HC	OME HUD Assistance: \$	
projects fo regardless	or which the amount of HUD financial of s of the funding total, must execute the ce Requirements) to acknowledge they	assistance exceeds \$20 following acknowledge	performing work on construction or reho 20,000. All contractors and subcontracto ement (referred to as the Acknowledge derstand Section 3 compliance for the H	ors, ment of
Review and	d initial each statement:			
	HUD financial assistance for the project	ct does / does not (circl	e one) exceed \$200,000.	
			75, which implement Section 3. The pa om complying with the Part 75 regulation	
	The parties acknowledge noncompliar on of this contract for default, and deba		ons in 24 CFR part 75 may result in sand from future HUD-assisted contracts.	ctions,
the last six 1. 2.	k-month period: At least 51 percent owned and contr Over 75 percent of the labor hours p performed by Section 3 workers; or	rolled by low- or very lo performed for the busin d and controlled by cur	t one of the following criteria, documen ow-income persons; ness over the prior three-month period crent public housing residents or resider	are
	•	currently fits, or when	hired within the past five years fit, at le	east one of
the followi	ing categories, as documented:			
1.	HUD: Individ 80 % (g	dual Annual Income 1	\$62,800	ished by
2.		· · · · · · · · · · · · · · · · · · ·		
3.		· ·		
	<b>3 TARGETED WORKER:</b> A Section 3 targeted worker is a worke			
1.	Is employed by a Section 3 business	concern; or		

04/2024

years:

b. A YouthBuild participant.

2. Currently fits, or when hired fit, at least one of the following categories, as documented within the past five

a. Living within the service area or the neighborhood of the project, as defined in 24 CFR § 75.5; or

### **SECTION 3: ACKNOWLEDGEMENT OF COMPLIANCE REQUIREMENTS**

SECTION S. ACKNOWLEDGEWIENT OF COMPLIANCE REQUIREMENTS
HIRING Contractors, to the greatest extent feasible, will fill vacant positions with Section 3 workers or Section 3
targeted workers. Any vacant employment positions, including training positions, that are filled <i>after</i> the contractor is selected but <i>before</i> the contract is executed, with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
REPORTING
Contractors, to the greatest extent feasible, will make efforts to have Section 3 workers conduct 25 percent
or more of the total number of labor hours worked by all workers on a Section 3 project and Targeted Section 3 workers conduct 5 percent or more of the total number of labor hours worked by all workers on a Section 3 projec (This 5 percent is included as part of the 25 percent threshold).
Contractors will track labor hours in pursuit of meeting the above outlined benchmarks.
EQUAL OPPORTUNITIES
The parties agree affirmative action and equal employment opportunity to those who do business with
the federal government. It is illegal to discriminate against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease).
(medical history or predisposition to disease).
OUTREACH
Contractors, to the greatest extent feasible, will conduct outreach to hire Section 3 workers and/or Section 3 targeted workers which includes, but is not limited to:
<ol> <li>Notify labor organizations or representatives of workers of Section 3 preference, including job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</li> <li>Provide technical assistance to help Section 3 workers compete for jobs.</li> </ol>
Contractors, to the greatest extent feasible, will support hired Section 3 workers and/or Section 3 targeted workers to ensure they have access to resources which includes, but is not limited to:
1. Provide training and/or apprenticeship opportunities.
2. Refer Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare, financial literacy, etc.).
<ol> <li>Notify laborers on the jobsite of the Section 3 worker qualifications to ensure all employees may complete eligibility certification.</li> </ol>
The undersigned agrees to comply with the Section 3 Guidelines when applicable as referenced by HUD regulations in 2

Name/Title (printed)	Company	Signature	
Name/Title (printed)	Company	Signature	
Name/Title (printed)	Company	Signature	

## **SECTION 3: COMPLIANCE CERTIFICATION**

Please select a response to the below questions/statements.

1.	Has the project been awarded over \$200,000 in HUD assistance? (Please consult the contracting organization if unsure).
	☐ Yes – continue to question 2
	$\square$ No – continue to the bottom of form, complete, sign, date. No additional forms required.
2.	This project is receiving over \$200,000 of HUD assistance, and either the business itself, and/or any of its employees meet the definition of Section 3. (See Section 3 Acknowledgement of Compliance Requirements form for Business Concern and Worker criteria).  □ True – continue to question 3  □ False – continue to the bottom of form, complete, sign, date. Complete the Section 3
	Employer Self Certification Checklist.
3.	Select how the Section 3 definition is met.
	☐ The business <b>and</b> one or more employees are Section 3 – continue to question 4
	☐ The business is Section 3; <b>no</b> employees are Section 3 – continue to question 4
	☐ The business is <b>not</b> Section 3; one or more employees <b>are</b> Section 3 – continue to question 4
4.	Please list the employee(s) name(s) and job title which meet the definition of a Section 3 Worker:
Please	print your name, company, title, and sign/date below.
Comp	any Name
Name	
Job Ti	tle
Date	
Signat	ture

Please complete the corresponding required Section 3 Forms:

<u>Section 3 Business Self-Certification Form</u> – Required by all businesses

<u>Section 3 Laborer Self-Certification Form</u> – Required if employee (laborer) of contractor/subcontractor is Section 3

# **SECTION 3 EMPLOYER SELF CERTIFICATION CHECKLIST**

There are many ways to certify a Section 3 Business, Worker(s), or Targeted Section 3 Worker(s) under 24 CFR part 75:

For the following numbered items, please mark the checkbox that applies to your business with ☑ or ☒

1.	For a Business to qualify as a <b>Section 3 Business Concern</b> , certification must be provided that the company meets at least one of the following, please select ONE of the below options that applies:
	☐ At least 51 percent owned and controlled by low- or very low-income persons; or
	☐ Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
	☐ My business is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.
	□ None of the above apply to our company.
2.	For a worker to qualify as a Section 3 worker, one of the following must be maintained:
	☐ My company certifies that the income from this employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
	☐ My company certifies that our company is a Section 3 business concern; or
	☐ None of the above apply to our company.
3.	For a worker to qualify as a <i>Targeted Section 3 worker</i> , the following must be maintained:  My company's confirmation that our worker's residence is currently within one mile of the work site or when hired resided within one mile of the work site, as documented within the last five years, or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;
	☐ My company certifies that our company is a Section 3 business concern; or
	□ None of the above apply to our company.
Lov by inc	ease use the below information to determine if your employee(s) meet the criteria for the first option of question #1. w- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income. HUD come limits may be obtained from: <a href="https://www.huduser.gov/portal/datasets/il.html">https://www.huduser.gov/portal/datasets/il.html</a> . This website also provides tailed explanations on how to calculate your annual income to compare it to this below income limits summary:
	Individual Annual Income 1 80 % (gross income) *\$62,800 *Chicago-Joliet-Naperville, IL HUD Metro FMR Area
	Chicago-Johlet-Naperville, IL HOD Metro Fivik Area
	☐ I certify that my employee(s) meet the requirements of the Section 3 worker/Targeted Section 3 worker (If you checked the above box, please list the qualifying employees on the next page)
	☐ I certify that my employee(s) <b>DO NOT</b> meet the requirements of the Section 3 worker/Targeted Section 3 worker

Titl	e	Project Name	Laborer Trade								
	. ,		J								
Na	contained in this document is correct t me (printed)	Company	Signature								
	I affirm that the above statements are understand that businesses who misre information to DuPage County may have future considerations for contracting of the decrease of the statement is contracted.	present themselves as Section 3 bus ve their contracts terminated as defa pportunities. I hereby certify, under	iness concerns and report false ault and be barred from ongoing and								
	☐ Outreach, engagement, or referrals Workforce Innovation and Opportunity		efined in Section 121(e)(2) of the								
	$\square$ Promoted use of business registries	designed to create opportunities for	disadvantaged and small businesses.								
	☐ Provided bonding assistance, guarar	nties, or other efforts to support viab	ole bids from Section 3 business concerns.								
	☐ Divided contracts into smaller jobs t	o facilitate participation by Section 3	B business concerns.								
	☐ Provided technical assistance to help	p Section 3 business concerns under	stand and bid on contracts.								
	☐ Engaged in outreach efforts to ident	ify and secure bids from Section 3 be	usiness concerns.								
	☐ Assisted Section 3 workers to obtain	financial literacy training and/or coa	aching.								
	☐ Provided assistance to apply for/or a vocational/technical training.	attend community college, a four-ye	ar educational institution, or								
	$\Box$ Provided or referred Section 3 workers to services supporting work readiness and retention ( <i>e.g.</i> , work readiness activities, interview clothing, test fees, transportation, child care).										
	$\square$ Held one or more job fairs.										
	☐ Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.										
	☐ Provided technical assistance to help Section 3 workers compete for jobs ( <i>e.g.,</i> resume assistance, coaching).										
	☐ Provided training or apprenticeship opportunities.										
	$\Box$ Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.										
4.	4. Not all businesses will meet the requirements of a Business Concern or have Section 3 or Targeted Section 3 employees. In that case, the U.S. Department of Housing and Urban Development requires qualitative outreach efforts be made to Section 3 workers. Please select all that apply to your company which demonstrate qualitative efforts put forth to meet federal Section 3 requirements. Verification of efforts must be provided upon request from the contract awardee, the U.S. Department of Housing and Urban Development, and/or DuPage County.										

Please provide the details of all employees meeting the Section 3 requirements from the previous page: (print additional forms if necessary)

Section 3 Worker (Yes/No)  Section 3 Worker (Yes/No)  Section 3 Worker (Yes/No)  Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)  Targeted Section 3 Worker (Yes/No)  Targeted Section 3 Worker (Yes/No)  Targeted Section 3 Worker (Yes/No)
Section 3 Worker (Yes/No)  Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)  Targeted Section 3 Worker (Yes/No)
Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)
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# **SECTION 3 EMPLOYEE SELF CERTIFICATION CHECKLIST**

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individual, particularly those who are recipients of government assistance for housing or other public assistance. Your response is voluntary, confidential, and has no effect on your employment.

			ker or Targeted Section 3 Worker under the checkbox that applies to you with [	
1.			<i>er</i> , one of the following must be maintancome limit from the prior calendar year	
		I certify that I participate in a means-te	ested program such as public housing or	Section 8 assisted housing;
			or property manager of project-based S-assisted housing that the worker is a	
			come from that employer is below the in rker's wage rate would translate to if an	
		My employer's certification that I am a	a worker who is employed by a Section 3	business concern;
		None of the above apply to me;		
		I prefer not to answer.		
2.		My employer's confirmation that my r 5,000 people live within one mile of a	on 3 worker, the following must be main esidence is within one mile of the work s work site, within a circle centered on the ole according to the most recent U.S. Cen	site or, if fewer than e work site that is sufficient to
		My employer's certification that I am e	employed by a Section 3 business concer	n; or
		I certify that I am a YouthBuild particip	ant;	
		None of the above apply to me;		
		I prefer not to answer.		
Lov The obt	v- an ese lin aine	d very low-income limits are defined in mits are typically established at 80 perc	ent and 50 percent of the area median i al/datasets/il.html. This website also pro	37 and are determined annually by HUD. ndividual income. HUD income limits may be
		<u></u>	ndividual Annual Income 1 0 % (gross income) *\$62,800	
		line in the second seco	ngo-Joliet-Naperville, IL HUD Metro FMR	
			either the Section 3 worker or the Targe	
		certify that $\underline{\mbox{I DO NOT}}$ meet the require	ments of either the Section 3 worker or	the Targeted Section 3 worker
		· · · · · · · · · · · · · · · · · · ·	, the information provided and the above se	lected statements are true, complete, and correct
Nan		he best of my knowledge and belief.  inted)	Address	Employer
	(P)			
Sian	ature		Project Name	Laborer Trade
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#### **DuPage County Community Services**

DuPage County Community Services aims to provide and support programs, services and partnerships that keep people safe in their homes, environments, and relationships; provide connections between those in need and the resources that support them; and help residents escape poverty, maintain independence, and achieve economic self-sufficiency. Some programs that may be of assistance are but not limited to, Community Services Block Grant (CSBG) Scholarship, Housing Assistance, Low Income Home Energy Assistance Program (LIHEAP), and Clothing and Household Good Vouchers, Transportation, and more. Additional program information can be found by visiting the DuPage County Community Services website or calling (630) 407-6500. <a href="DuPage County IL">DuPage County IL - Community Services Home</a>

In addition, DuPage County Community Services uses and maintains an information system database accessible online for anyone. Residents can search for services such as childcare, car repair, food pantries, mental health, legal, and more. DuPage CRIS is free to use and contains over one thousand records of programs, qualification, and contacts. Home (211dupage.gov).

#### **Northern Illinois Food Bank**

Northern Illinois Food Bank is part of the Feeding America network aimed at getting nourishing food to people in need. They distribute meals through food pantries and meal programs throughout the United States. Food is free without any expectation of donation or repayment. Find Your Local Food Bank | Feeding America

#### **YWCA**

The YWCA provides early childcare programs that promote child development, and school readiness, while enabling parents the ability to obtain and retain employment. Programs such as childcare, Head Start, and Pre-K programs that help over 200,000 kids annually. <a href="YWCA Child Care Services and Programming - YWCA USA">YWCA Child Care Services and Programming - YWCA USA</a>

# H.O.M.E. DuPage

H.O.M.E. DuPage is a HUD-approved, nationally recognized organization that provides financial literacy education and counseling services. Staff work hand in hand with clients to guide them through issues such as credit repair, overcoming mortgage default, and other financial challenges as well as teaching budgeting, wise consumerism, and more. Programs in Financial Fitness, Homebuyer Education, and Gateway to Homeownership Orientation are offered to individuals and families with home and financial related assistance and education. About H.O.M.E. DuPage - H.O.M.E DuPage (homedupage.org)

# WorkNet DuPage

WorkNet DuPage Career Business Center has a wealth of resources to assist in career development, including how-to guides, samples, and advice on resumes, interviewing kills, success at your new job and more. Eligible individuals may receive career counseling or qualify for grants to pay for local training programs to obtain new skills or professional certification. WorkNet DuPage also has a resource center where you can gain free access to computers, WiFi, copiers, fax machines, and printers. Job Seekers - workNet DuPage Career Center

#### People's Resource Center

People's Resource Center's Job Assistance Program helps unemployed or underemployed people in the community find jobs through mentoring and workshops focused on interview preparation. PRC connects our job seeking clients with their own volunteer job coach to build skills, help with resume and interview preparation, and plan for job searches. PRC partners with area libraries to allow the Jobs program to expand its reach into the community. Monthly workshops at the libraries are open to everyone. The popular topics include: Are you LinkedIn, Am I Ready for My Job Search?, Master the Phone and Virtual Interview, Negotiate the Job Offer, and 1:1 Mock Interviews. People's Resource Center also partners with area employers to connect pre-screened, qualified candidates with employers seeking to hire. Job Assistance - People's Resource Center (peoplesrc.org)



**Grow Your Business & Support Your** 

Community with HUD Section 3





Below are some local resources you can use to hire qualified Section 3 employees:

# College of DuPage

College of DuPage offers many Career and Technical Program Degrees and Certificates. College of DuPage also supports apprenticeship opportunities. Some of the fields include Applied Technology, Construction Management, Electromechanical Technology, Heating, Air Conditioning and Refrigeration, Welding and more. Apprenticeship Program Employer Information | College of DuPage (cod.edu)

# WorkNet DuPage

WorkNet DuPage Career Business Center is your source for help to hire, train, and retain a strong workforce. They offer Recruiting Assistance in the form of Job Postings, On-The-Job Training, and Incumbent Worker Training. Business Service representatives can assist in offering a range of customized training solutions to meet your business' needs such as Apprenticeship Programs and No-Cost Temporary Workers. <a href="Employers-workNet-DuPage Career Center">Employers-workNet DuPage Career Center</a>

## **People's Resource Center**

People's Resource Center partners with area employers to connect pre-screened, qualified candidates with employers seeking to hire. They also host an online job posting and employment board as well as in- person and virtual career fairs. Home - People's Resource Center (peoplesrc.org)

# **Business USA Mobile App**

HUD and the U.S. Small Business Administration developed the BusinessUSA Mobile App as a centralized, one-stop platform to make it easier than ever for businesses to access services and to help them grow and hire. Small contractors, including Section 3 businesses, can use the app to learn about federally funded contracting opportunities. It also pulls together the best business information, events, services, tools, and advisors from federal, state and local governments. Or use BusinessUSA for helpful information, services, and tools. <a href="mailto:Small">Small</a> Business | USAGov

#### YouthBuild

YouthBuild is a short-term program where 16–24-year old's can earn their high school diploma or GED and acquire construction skills to perform construction-related community service projects. YouthBuild | Qcul





# Are you a Section 3 Worker?

# You may be a Section 3 worker if:

 Your income for the previous calendar year is below the HUDestablished limit (see chart)

Household Size	80% (gross income)
1	\$ 62,800

- You are employed by a Section 3 business concern; or
- You are a YouthBuild participant

Any worker that fits the above description may be a Section 3 worker, and may be in need of additional rescources.

For more information, contact your supervisor or DuPage County:

**DuPage County Community Development**421 N County Farm Road
Room 2-800
Wheaton, IL 60187

CONTACT (630) 407-6600 communitydev@dupagecounty.gov

Rev. 04/2024

# Looking for work?

# WEARE HIRING!

A HUD-funded project is accepting applications:

# **PROJECT NAME**

# Location

Start Date	Qualifications
	Start Date

<sup>\*\*</sup>Additional training and apprenticeship opportunities may also be available\*\*

To Apply or for More Information Contact: NAME POSITION, COMPANY PHONE NUMBER / EMAIL ADDRESS

(Company Logo Here)

# CATEGORIZING FOREMEN, SUPERVISORS, OWNERS, AND OTHER EMPLOYEES ON CERTFIED PAYROLLS

Non-labor employees on or off the jobsite need not report their wage rates, however some exceptions do apply:

## **Non-Covered Job Classifications**

Workers performing normal duties of the following job classifications are not subject to wage requirements:

- 1) Project Superintendent
- 2) Project Engineer
- 3) Project Foreman\*
- 4) Watchman

- 5) Water Carrier
- 6) Messenger
- 7) Clerical Workers
- 8) Other Non-Labor Employees
- \* Exception is the Working Foreman. A Working Foreman is one who devotes more than 20 percent of time during a work week to mechanic or labor duties, and who must be paid the applicable rate for the hours so worked.

# Supervisors, Owners, and Other Salaried Employees Providing Full-Time Supervision

- 1) Supervisors
  - a. Hours worked by these employees must be reported although wage rates need NOT be reported.
  - b. The term "Salary" may appear in place of wage rate for any salaried employee.
- 2) Owners
  - a. Owners who perform labor-work on a federally funded project along side journeymen employees must also report hours worked.
  - b. Like supervisors owners need not report salary, with exception to #3:
- 3) Self-Employed, Sole-Laborer Owners
  - a. Owners who are either the only laborer or mentoring an apprentice or trainee MUST report wage rate and weekly wage for work performed.
  - b. Certified payrolls MUST also be completed and signed by the General Contractor.

# **Apprentices and Trainees**

- 1) Apprentices and Trainees may be paid a lower wage rate than Prevailing Wage under the following conditions:
  - a. The apprentice or trainee is supervised hour for hour by a journeyman of the same trade.
  - b. Journeyman to apprentice ratio set by the local union is maintained
  - c. Supervisors, superintendents or any other management employee does not count as appropriate supervision.
- 2) If an apprentice or trainee is found unsupervised:
  - a. Employer will be contacted by phone and mail.
  - b. Restitution to meet the Davis-Bacon wage determination for hours worked will be required.
  - c. Non-compliance can and will hold up further payouts.

# **INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347**

WH-347 (PDF) OMB Control No. 1235-0008, Expires 01/31/2015.

**General:** Form WH-347has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

**Project and Location:** Self-explanatory.

**Project or Contract No.:** Self-explanatory.

**Column 1 - Name and Individual Identifying Number of Worker:** Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

**Column 2 - No. of Withholding Exemptions:** This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract

specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

**Column 4 - Hours worked:** List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

**Column 5 - Total:** Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

**Column 7 - Gross Amount Earned:** Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

**Column 8 - Deductions:** Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

**Totals -** Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

**Statement Required by Regulations, Parts 3 and 5:** While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

**Items 1 and 2:** Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

# Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

\_\_\_\_\_

**Public Burden Statement:** We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file.

For example, move your mouse curser over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

#### -SAMPLE-

#### **PAYROLL**

#### -SAMPLE-



U-S. Department of Labor Wage and Hour Division

#### (For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

		Persons are not	requi	red to	respor	nd to	the co	ollecti	ion of	informati	ion unless it dis	plays a curren	tly valid ON	IB control nu	mber.			Rev. Dec	. 2008
NAME OF CONTRACTOR OR SUBCONTRACTOR								ADDRESS 123 Main Street, Town, IL 60000								OMB No.: 1235-0008 Expires: 01/31/2015			
Jones Construction Company							PROJECT AND LOCATION Non-Profit Agency New Facility Construction, Town, IL  CD13-01							NO.					
(1)	(2) SNOI	(3)	R ST.	S	(4) E		ND DA	_	S	(5)	(6)	(7)			DEC	(8) DUCTIONS			(9) NET
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION	0 TO	′	8 9 OURS V	, , ,	-			TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX	Union Dues		OTHER	TOTAL DEDUCTIONS	WAGES PAID FOR WEEK
John Doe ###-##-1234 12 Any Street, Town, IL	2	CARPENTER JOURNEYMAN CARP0555-005	o s	8	8.00 8.0	00 6.	00 4.00	0		26.00	41.52 0.00	\$1,079.52	\$74.20	\$106.00	\$31.80			\$212.00	\$867.52
John Doe ###-##-1234 12 Any Street, Town, IL	2	LABORER Group #1 LABO0002-003	o s			2.	00 4.00	0 8.0	00	14.00	35.20 0.00	\$492.80	\$34.50	\$49.28	\$13.55			\$97.33	\$395.47
Thomas Terrific ###-##-5678 13 Any Street, Town, IL	1	CARPENTER APPRENTICE	o s	8	8.00	6.	00			14.00	30.50 0.00	\$427.00	\$29.89	\$64.05	\$12.81			\$106.75	\$320.25
William Worker ###-##-9123 14 Any Street, Town, IL	2	LABORER Group #1 LABO0002-003	0	8		00 8.	1.00	-	10	3.00	\$52.80 35.20 0.00	\$427.00 \$1,566.40	\$109.60	\$156.64	\$43.07			\$309.31	\$1,257.09
James Smart ###-##-4567 15 Any Street, Town, IL	0	LABORER Group #1 LABO0002-003	o s	8	8.00 8.0	00 8.	00 8.00	0 8.0	10	40.00	35.20 0.00	\$1,566.40 \$2,266.00 \$2,266.00	\$158.62	\$453.20				\$611.82	\$1,654.18
Samuel Jones ###-##-8912 16 Any Street, Town, IL	0	OWNER	o s	8	8.00 8.0	00				16.00		\$2,200.0							
			o s																
			0																

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. §§ 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payorlists to the Federal algency contractors and analysis of the Federal algency contractors to submit weekly a copy of all payorlists to the Federal algency contractors and accompanied by a signed "Statement of Compliance" indicating that the payoring that the payorlist to the Federal algency complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

#### Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20F6deral Requirements

#### -SAMPLE-

Date	04/13/2013					
1	Samuel Jone	es		Owner / F	President	
.,	(Name of Signatory	Party)			(Title)	
do hereb	y state:					
(1)	That I pay or supervise the	e payment of the per	sons employe	d by		
	Jo	ones Construction	Company			on the
	(C	ontractor or Subcor	tractor)			on the
Non-l	Profit Agency New Fac	ility Construction	; that during	the payroll p	eriod comme	encing on the
	(Building or Work)					
7	_day ofApril	, 2013 , and end	ing the 13	day of	April	, 2013
all perso	ons employed on s aid proj will be made either directly	ect have been paid t	he full weekl	y wages earn		
	Jon	es Construction (	Company			from the fo
-	(0	Contractor or Subco	ntractor)			
from the 3 (29 C.	vages earned by any pers full wages earned by any F.R. Subtitle A), issued by 108, 72 Stat. 967; 76 Stat	person, other than pe the Secretary of Lab	ermissible ded or under the 0	luctions as de Copeland Act	efined in Reg , as amended	ulations, Par
See De	ductions column in this p	ayroll				
						,

- (2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage det emination incorporated int ot he contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.
- (3) T hat any apprent ices em ployed in t he abov e period are duly registered in a bona fide apprenticeship program regist ered w ith a St ate apprent iceship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.
  - (4) That:
    - (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropria te programs for the bene fit of such employees, except as noted in section 4(c) below.

Federal Requirements - 44 -

#### -SAMPLE-

#### (b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

#### (c) EXCEPTIONS

31 OF THE UNITED STATES CODE

(c) EXCEPTIONS	
EXCEPTION (CRAFT)	EXPLANATION
James Smart - Laborer	Probationary Employee, not yet qualified for pension/welfare benefits - \$56.65 hourly rate
REMARKS:	
NAME AND TITLE	SIGNATURE
Samuel Jones, Owner / President	Samuel Jones

-SAMPLE-

THE WILLFUL FALSIFICATION O F ANY O F T HE ABO VE ST ATEMENTS M AY SUBJECT T HE CO NTRACTOR O R SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE

#### U.S. Department of Labor Wage and Hour Division

OR SUBCONTRACTOR

NAME OF CONTRACTOR

## **PAYROLL**



(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm) Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. ADDRESS

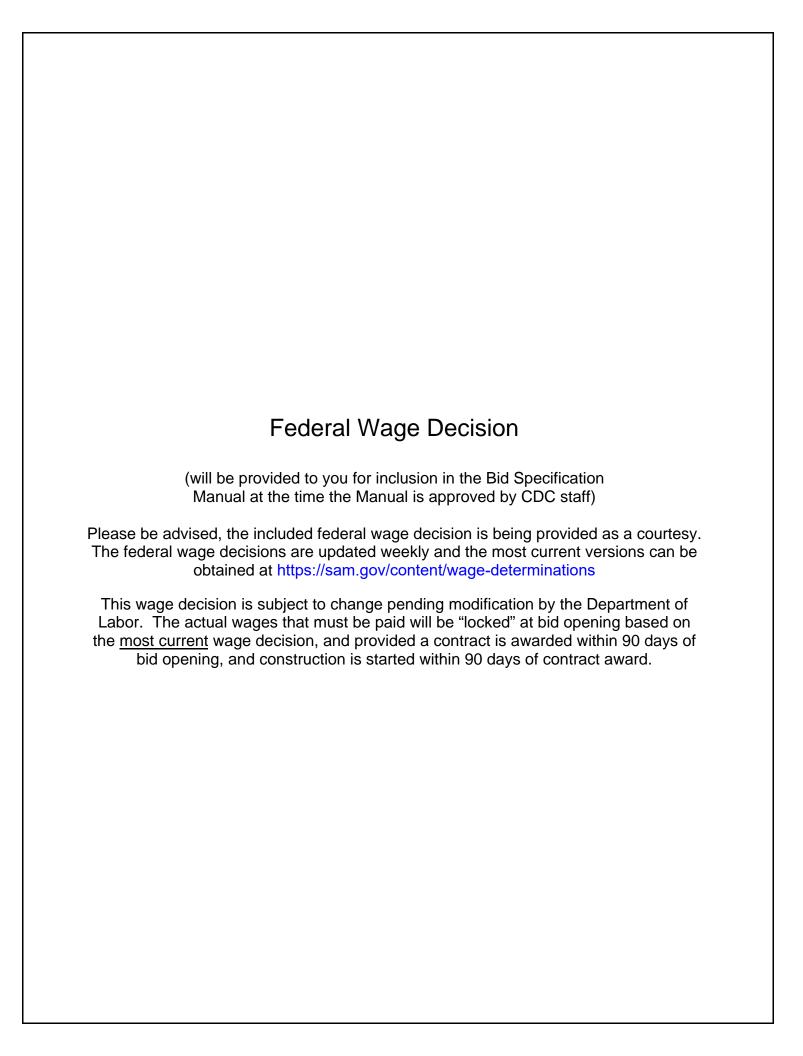
NAME OF CONTRACTOR OR SUBCONTRACTOR							ADDRESS								OMB No.: 1235-0008 Expires: 01/31/2015				
PAYROLL NO.	FOR WEEK ENDIN	G						PROJECT AND LOCATION							PROJECT OR CONTRACT NO.				
(1)		(3)	OR ST.	TS S		DAY AND DATE		(5)	(6)	(7)			DED	(8) DUCTIONS			(9) NET		
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION	OT. 0	HOUR	S WOR	KED EA	CH DA	ΛΥ	TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	WAGES	
			0																
			s																
			0																
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While completion of Form WH-347 is optional, it is mand (40 U.S.C. § 3145) contractors and subcontractors perfo	atory for c rming wor	overed contractors and sub k on Federally financed or a	contra	actors perfo ed construct	rming w	ork on F tracts to	ederall "furnis	ly finan h week	nced or as kly a state	sisted construct ment with respe	ion contracts to re ect to the wages pa	spond to the	e information co ployee during t	ollection conta he preceding	ined in 29 C.I week." U.S.	F.R. §§ 3.3, 5.5 Department of	6(a). The Copelar Labor (DOL) reg	nd Act julations at	

29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

#### Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20#6deral Requirements

Date		(b) WHERE FRI	NGE BENEFITS ARE PAID I	N CASH
I,		П-	Each laborer or mechanic lis	sted in the above referenced payroll has been paid,
(Name of Signatory Party)	(Title)	_	as indicated on the payroll,	an amount not less than the sum of the applicable
do hereby state:			basic hourly wage rate plus in the contract, except as no	the amount of the required fringe benefits as listed
(1) That I pay or supervise the payment of the persons employ	ed by			oted in section 4(o) below.
	on the	(c) EXCEPTION	S	1
(Contractor or Subcontractor)	on the	EXCER	PTION (CRAFT)	EXPLANATION
; that durir	ng the payroll period commencing on the			
(Building or Work)				
, day of,, and ending the				
all persons employed on s aid project have been paid t he full week been or will be made either directly or indirectly to or on behalf of sa				
	from the full			
(Contractor or Subcontractor)				
weekly wages earned by any person and t hat no deductions have	been m ade either directly or indirectly			
from the full wages earned by any person, other than permissible de 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and details the first state of the following state of	Copeland Act, as amended (48 Stat. 948.			
		REMARKS:		
(2) That any payrolls otherwise under this contract required to correct and complete; that the wage rates for laborers or mechanics applicable wage rates contained in any wage det ermination in classifications set forth therein for each laborer or mechanic conform	s contained therein are not less than the corporated int o t he c ontract; t hat t he			
(3) T hat any apprent ices em ployed in t he abov e period apprenticeship program regis tered with a St ate apprent iceship Apprenticeship and Training, United States Department of Labor, or State, are registered with the Bureau of Apprenticeship and Training	agency recognized by the Bureau of if no such recognized agency exists in a			
(4) That:				
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVE	ED PLANS, FUNDS, OR PROGRAMS	NAME AND TITLE		SIGNATURE
in addition to the basic hourly wage rates pa the above referenced payroll, payments of		THE WILLELL FALSIFIC	CATION O FANYO FT HEADON	/E ST ATEMENTS M AY SUBJ ECT T HE CO NTRACTOR O
have been or will be made to appropria employees, except as noted in section 4(c) be	te progra ms for the bene fit of such	SUBCONTRACTOR TO CI	IVIL OR CRIMINAL PROSECUTION.	SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITL
Federal Requirements - 46 -				



"General Decision Number: IL20250011 01/03/2025

Superseded General Decision Number: IL20240011

State: Illinois

Construction Types: Heavy and Highway

Counties: Boone, De Kalb, Du Page, Kane, Kendall, Lake,

McHenry and Will Counties in Illinois.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (does not include landscape projects).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|If the contract is entered |into on or after January 30, |2022, or the contract is |renewed or extended (e.g., an |option is exercised) on or |after January 30, 2022:

- . Executive Order 14026
   generally applies to the
   contract.
- |. The contractor must pay | all covered workers at | least \$17.75 per hour (or | the applicable wage rate | listed on this wage | determination, if it is | higher) for all hours | spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- If the contract was awarded on . Executive Order 13658 or between January 1, 2015 and generally applies to the January 29, 2022, and the contract.
  - . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/03/2025

CARP0555-003 06/01/2022

DUPAGE ANE LAKE COUNTIES

DUPAGE ANE LAKE COUNTIES		
	Rates	Fringes
CARPENTER	4	
Building Heavy & Highway	\$ 52.01 \$ 52.01	38.85 38.85
CARP0555-008 06/01/2020		
WILL COUNTY		
	Rates	Fringes
Carpenter and Piledriver		38.26
CARP0555-011 06/01/2022		
KANE, McHENRY (North of Hwy 52)	, AND KENDALL COL	UNTIES
	Rates	Fringes
Carpenter and Piledriver	\$ 52.01	38.86
CARP0790-003 05/01/2024		
DE KALB COUNTY		
	Rates	Fringes
CARPENTER		37.12
CARP0790-004 05/01/2024		
CARROLL, JO DAVIESS, LEE, OGLE STEPHENSON, and WHITESIDE COUNT		thereof),
	Rates	Fringes
CARPENTER	\$ 47.60	37.12
CARP0792-003 05/01/2024		
BOONE COUNTY		
	Rates	Fringes
CARPENTER		34.72
ELEC0009-002 05/26/2024		
WILL COUNTY		
	Rates	Fringes
Line Construction	¢ 40 44	C0 0E%
GroundmanLineman and Equipment		60.05%
Operator		60.05%

ELEC0117-001 06/03/2024

KANE (Northern Half) and McHENRY (All) COUNTIES

ELECTRICIAN.....\$ 55.99 41.00

Rates

ELEC0150-001 06/03/2024

LAKE COUNTY

Rates Fringes

Fringes

ELECTRICIAN.....\$ 48.28 72.47%+15.47

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ELEC0176-011 06/01/2023

WILL COUNTY

Rates Fringes

ELECTRICIAN.....\$ 52.00 45.01

------ELEC0196-001 03/06/2023

BOONE, DEKALB, DUPAGE, KANE, KENDALL, LAKE, and MCHENRY COUNTIES

Groundman.....\$ 37.81 Lineman, Substation Technician, Cable Splicing Technician, Digger Operator, Crane Operator 20 tons and above, and

Signal Technician..... \$ 59.17

34%+7.00+A

FOOTNOTE: A. PAID HOLIDAYS: Memorial Day, Independence Day, Labor Day, and Thanksgiving Day

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ELEC0364-003 06/03/2024

BOONE (All) & DEKALB (Remainder) COUNTIES

Rates Fringes

ELEC0461-006 06/03/2024

DEKALB (Sandwich TWP), KANE (Southern Half) & KENDALL (All) COUNTIES

Rates Fringes

ELECTRICIAN......\$ 57.32 41.10

ELEC0701-001 06/03/2019

DUPAGE COUNTY

	Rates	Fringes
ELECTRICIAN	\$ 41.00	105.86%
ENGI0150-015 06/01/2024		

BOONE and DE KALB COUNTIES

	· ·	Rates	Fringes
ODERATOR	Power Equipment		
	1\$	52.40	49.50
Group	2\$	51.85	49.50
Group	3\$	50.55	49.50
Group	4\$	49.10	49.50
Group	5\$	47.65	49.50

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant; Asphalt Heater and Planer combination; Asphalt Spreader; Asphalt Silo Tender; Autograder, GOMACO or similar; Belt Loader; Caisson Rigs; Car Dumper, Central Redi-Mix Plant; Combination Backhoe Front End Loader Machine (1 cu yd or over Backhoe bucket with attachments); Backhoe with Shear attachment; Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco and machines of a like nature; Creter Crane; Crusher, stone; Derricks; Derrick Boats; Derricks, traveling; Dredges; Field Mechanic Welder; Formless Curb and Gutter Machine; Gradall and machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted; Hoists, one, two, and three Drum; Hydraulic Backhoes; Locomotive, all Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill-Crawler or Skid Rig; Rock Drill truck mounted; Roto Mill Grinder, 36"" and over; Roto Mill Grinder, less than 36""; Slip- Form Paver; Soil Test Drill Rig, truck mounted; Straddle Buggies; GCI Crane and similar; Hydraulic Telescoping Form (tunnel); Tie Back MAchine; Tractor Drawn Belt Loader: Tractor Drawn Belt Loader with attached Pusher; Tractor with boom; Tractaire with attachment; Traffic Barrier Conveyor Machine: Raised or Blind Hoe Drill (Tunnel & Shaft); Trenching Machine; Truck Mounted Concrete Pump with boom; Truck mounted Concrete Conveyor; Underground Boring and/or Mining Machines under 5 ft; Wheel Excavator & Widener (Apsco)

GROUP 2: Batch Plant; Bituminous Mixer; Bobcats over .75 cu yd; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, less than 1 cu yd Backhoe Bucket with attachments; Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine, Burlap Machine; Belting Machine and Sealing Machine; Conveyor Muck Cars (Haglund or similar type); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist-Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Locomotives, Dinky; Pump

Cretes, Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip- Stone etc; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to to Group 2 hourly rate for each hour and for each machine attached thereto); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Pipe Jacking Machines; Post- hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 185 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 185; Asphalt Spreader Backend Man; Combination - Small Equipment Operator; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants All (1 to 5); Pumps, over 3"" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches; Bobcats up to and including .75 cu yd

#### GROUP 5: Oilers

#### PREMIUM PAY:

#### Long Boom :

Cranes & Derricks 90' to 150' including jib receive an extra \$.50 per hour. Cranes & Derricks over 150' including jib receive an extra \$.50 per hour plus an additional \$.10 for each additional 10' of boom or jib.

Capacity Pay: Cranes & Derricks with maximum capacity exceeding 50 ton with less than 90' of boom or jib shall be compensated \$.01 per hour for each ton of the rated capacity in excess of 50 ton.

Long Boom pay and Capacity pay cannot be combined.

Crane mounted earth auger, raised and blind hole drills, and truck mounted drill rigs receive an extra \$.50 per hour.

#### Creter Cranes:

When the Creter Crane is equipped with a conveyor system capable of extending 70' or more, the engineer shall receive an extra \$.50 per hour.

#### Truck Mounted Concrete Pumps:

When the Truck Mounted Concrete Pump is equipped with a boom, which is capable of extending 90' or more, the engineer shall receive \$.50 per hour extra.

# Truck Mounted Concrete Conveyor:

Truck Mounted Concrete Conveyors equipped with conveyors that are capable of extending 90' or more, the engineer shall

receive an extra \$.50 per hour.

#### Underground Work:

Employees working in tunnels, shafts, etc. shall be paid an additional \$.40 per hour. Employees working under air pressure 1/2 pound to 7 pounds shall receive an additional \$.50 per hour. Employees working under air pressure of 7 pounds or over shall receive \$.65 per hour more.

#### Mining Machines- Boring Machines:

The crew operating and maintaining the Mining Machines shall be compensated an additional \$.50 per hour.

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ENGI0150-024 06/01/2024

DUPAGE, KANE, KENDALL, LAKE, McHENRY, and WILL COUNTIES

	I	Rates	Fringes
OPERATOR:	Power Equipment		
GROUP	1\$	59.00	49.20
GROUP	2\$	58.45	49.20
GROUP	3\$	56.40	49.20
GROUP	4\$	55.00	49.20
GROUP	5\$	53.80	49.20

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant\*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire\*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver\*, Backhoes with Caisson attachment\*, Ballast Regulator, Belt Loader\*; Caisson Rigs\*Car Dumper, Central Redi-Mix Plant\*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft\*; Concrete Placer\*; Concrete Tube Float; Cranes, all attachments\*; Cranes, Hammerhead, Linden, Peco and machines of a like nature\*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling\*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges\*; Field Mechanic Welder; Formless Curb and Gutter Machine\*; Gradall and machines of a like nature\*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted\*; Hoists, one, two, and three Drum; Hydraulic Backhoes\*; Backhoes with Shear attachments\*; Mucking Machine; Pile Drivers and Skid Rig\*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)\*; Rock Drill- Crawler or Skid Rig\*; Rock Drill truck mounted\*; Rock/ Track Tamper; Roto Mill Grinder, (36"" and over)\*; Slip-Form Paver\*; Soil Test Drill Rig, truck mounted\*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader\*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine\*; Trenching Machine; Truck Mounted Concrete Pump with boom\*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.\*; Wheel Excavator\* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft\*

GROUP 2: Batch Plant\*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, (less than 1

cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed\*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3"" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

\*Requires Oiler

TROUGOS 04 05 (04 (000 4

IRON0001-014 06/01/2024

DU PAGE (Eastern 1/4), LAKE, AND MCHENRY (Hebron, Woodstock, and East thereof) COUNTIES

	Rates	Fringes	
IRONWORKER Sheeter	\$ 59 51	45.10	
Structural and Reinfor		45.10	
TRONOCCO 002 06 /01 /2024			-

IRON0063-003 06/01/2024

LAKE, DUPAGE (Eastern 1/4) and McHENRY (HEBRON, WOODSTOCK &

EAST THEREOF) COUNTIES

Rates Fringes

IRONWORKER, ORNAMENTAL......\$ 57.51 42.81

IRONØ393-003 06/01/2021

DEKALB (SOUTHEASTERN 2/3 including Sycamore and Dekalb), DUPAGE (REMAINDER), KANE, KENDALL (NORTHERN PART), and MCHENRY (SOUTHEAST 1/4) COUNTIES

Rates Fringes

IRONWORKER.....\$ 48.83 39.84

IRON0444-006 06/01/2022

KENDALL (Southern Part) and WILL COUNTIES

Rates Fringes

IRONWORKER......\$ 47.80 42.50

IRON0498-003 06/01/2021

BOONE, DEKALB (EXCEPT Southeast), and MCHENRY (Northwest) COUNTIES

DUPAGE COUNTY

	Rates	Fringes
LABORER (SEWER CONSTRUCTION)		
GROUP 1	\$ 47.40	33.16
GROUP 2	\$ 47.53	33.16
GROUP 3	\$ 47.63	33.16
GROUP 4	\$ 47.75	33.16
GROUP 5	\$ 47.40	33.16

#### LABORER CLASSIFICATIONS

GROUP 1: Signalmen Top Laborers, and all other Laborers not Mentioned.

GROUP 2: Concrete Laborers; Steel Setters.

GROUP 3: Cement Carriers; Cement Mixers; Concrete Repairmen; Mortar Men; Scaffold Men; and Second Bottom Men.

GROUP 4: Bottom Men; Bracers-Bracing; Bricklayer's Tender; Catch Basin Digger; Drainlayer; Dynamiter; Form Men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welders & Burners; Well Point System Men.

GROUP 5: Asbestos Abatement Laborers, Toxic and Hazardous

Waste Removal Laborers & Dosimeter use (any device) Monitoring Nuclear Exposure.

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LAB00002-009 06/01/2022

DU PAGE COUNTY

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 lbs	\$ 48.40	33.16
16 - 20 lbs	\$ 48.90	33.16
21 - 26 lbs	\$ 49.40	33.16
27 - 33 lbs	\$ 50.40	33.16
34 lbs and over	\$ 51.40	33.16
LABORER (Tunnel and Sewer)		
GROUP 1	\$ 47.40	33.16
GROUP 2	\$ 47.53	33.16
GROUP 3		33.16
GROUP 4	\$ 47.75	33.16
GROUP 5	\$ 47.40	33.16

#### LABORER CLASSIFICATIONS (TUNNEL)

- GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers
- GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher
- GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers
- GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skinners; Maintenance technician
- GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

#### LABORER CLASSIFICATIONS (SEWER)

- GROUP 1: Signalmen; Top laborers and All other laborers
- GROUP 2: Concrete laborers and Steel setters
  - GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men
  - GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men
  - GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

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# LAB00032-007 05/01/2024

#### DE KALB COUNTY

	Rates	Fringes
LABORER		
General Laborer	\$ 44.59	36.11
Skilled Laborer	\$ 47.94	36.11

#### LABORER CLASSIFICATIONS

General Laborer: Carpenter Tender, Tool Cribman, Fireman or Salamander Tender, Flagman, Gravel Box Man, Bumpman & Spotter, Form Handler, Material Handler, Fencing Laborer, Cleaning Lumber, Pit Man, Material Checker, Landscaper, Unloading Explosives, Laying of Sod, Planting of Trees, Asphalt Workers With Machine & Layers, Asphalt Plant Laborer, Wrecking, Fire-proofing, Driving Stakes, Stringlines for All Machinery, Window Cleaning, Demolition Worker, Explosive Handling, Trimming & Removal of Trees, Multi-Plate Pipe, Pilot Cars for Traffic Control, Power Rigging

Skilled Laborer: Asbestos Abatement Worker; Hazardous Waste Worker Handling any Materials with any Foreign Matter Harmful to Skin or Clothing, Track Labor, Cement Handler, Chloride Handler, Unloading & Laborers with Steel Workers & Re-bars, Wet Concrete Workers, Tunnel Tenders in Free Air, Batch Dumper, Mason Tender, Kettle & Tar Man, Tank Cleaner, Plastic Installer, Scaffold Worker, Motorized Buggies or Motorized Unit Used For Wet Concrete or Handling of Building Materials, Laborers With De-Watering Systems, Sewer Workers Plus Depth, Vibrator Operator; Cement Silica, Clay, Fly Ash, Lime & Plasters Handlers (Bulk or Bag); Cofferdam Worker Plus Depth, Concrete Paving, Placing, Cutting & Tying of Reinforcing, Deck Hand, Dredge Hand and Shore Laborer, Bankman on Floating Plant, Grade Checker, Power Tools, Front End Man on Chip Spreader, Caisson Worker Plus Depth, Gunnite Nozzleman, Leadman on Sewer Work, Welder, Cutter, Burner & Torchman, Chain Saw Operator, Jackhammer & Drill Operator, Layout Man and/or Tile Layer, Steel Form Setter - Street & Highway, Air Tamping Hammerman, Signal Man On Crane, Concrete Saw Operator, Screenman on Asphalt Paver, Tending Masons with Hot Material or Where Foreign Materials are used, Mortar Mixer Operator, Multiple Concrete Duct - Leadman, Luteman, Asphalt Raker Curb Asphalt Machine Operator, Ready Mix Scaleman Permanent Portable or Temporart Plant, Laborer Handling Masterplate or Similar Materials, Laser Beam Operator, Concrete Burning Machine Operator, Coring Machine Operator, Plaster Tender, Underpinning & Shoring of Buildings, Pump Man, Manhole & Catch Basin, Dirt & Stone Tamper, Hoseman on Concrete Pump.

LAB00075-002 06/01/2022

WILL COUNTY

Rates Fringes

LABORER

GROUP 1...........\$ 47.40 33.16

GROUP	2\$	47.75	33.16
GROUP	3\$	47.40	33.16
GROUP	4\$	47.75	33.16
GROUP	5\$	47.60	33.16
GROUP	6\$	47.75	33.16
GROUP	7\$	47.60	33.16

#### LABORER CLASSIFICATIONS

GROUP 1 - Mortar mixers, handling asphalt shingles; Scaffolds; Sewer and trench work (ground level down to 8 feet); Catch basin and manhole diggers, mesh handling on road work; Cement and mineral filler handler; Concrete puddlers; Batch dumpers (cement & asphalt); Vibrator operators; Sand and stone wheelers to mixer Handlers); Concrete wheelers; Airtamping hammermen; Concrete & paving breakers; Rock drillers/Jackhammermen; Chipping hammermen 1-Bag mixer; Asphalt laborer; Chain and power saws; Pit men; Fencing laborers; Mason tenders (mortar and brick wheeler); Kettlemen & tarmen, tank cleaners; Scaffold and staging laborers; Pot Firemen (tarmen); Heaters tender for any purpose; Water pumps (portable water pumps shall be tended by laborers if the employer determines tending is required); Rip rap; Handling of slab steel road forms in any manner, except road form setting, setting center strips, Contraction and expansion joints (road work); Unloading and handling of lumber, brick, transite materials, cast iron water pipe, reinforced concrete rods, sewer and drain tile, railroad tiles and all other creosoted materials; paving blocks and concrete forms; Handling of insulation of any type; all work involving the unloading of materials, fixtures, or furnishing, whether crated or uncrated; all mortar and composition mixers of sewer work; track laborers; Chimney and silo laborers working at a height of 1 to 48 feet; All laborers working on swinging suspended, or any type or make of scaffolding 1 to 48 feet; All laborers working inside a sphere or any type or make of tank; Working inside a sphere or any type or make of tank from bottom to a height of 48 feet; Form strippers (any type); Mechanical or motorized buggies, for concrete or masons employers; Use of skid steer loads or any other machinery which replaces the wheelbarrow or buggy; Handling multiple concrete duct or any other type of pipe used in public utility work unless otherwise specified herein; Snapping of wall ties and removal of rods; drilling of anchor bolt holes; Concrete or asphalt clipper type saws and self-propelled saws; Shoulder and grade laborers; All hydraulic electric and air or any other type of tools; Grouting and caulking; Cleaning lumber, Nail pulling, Deck hand; Dredgehand; Shore laborer; Bankmen on Floating Plant; Tool and material checkers; Signalmen and Flagmen on all construction work; Cleaning of debris; Removal of trees; Concrete curing, temporary concrete protection regardless of manner or materials used; Laborers on Apsco; Janitorial; Wrecking and demolition laborers

GROUP 2 - Sewer and drain pipe layers and multiple concrete duct or any other type of pipe used, on public utility work (ground level to 8 feet); Pumpcrete pipe handlers

GROUP 3 - Asphalt rakers; Hod carriers; Plasterer laborers; Gunnite laborers, Slab for setters on roads, highways, streets, airport runaways, and radii (any type of form) stringline men for all aforementioned work; Wagon and tower drillers on land and floating plant used on dredging;

Asphalt gunners and plug men (undercoating on road work); Mortar pump laborers; Plaster pump laborers

GROUP 4 - Tunnel miners, and all laborers inside tunnel; Air blow pipemen; Torchmen (burners); Mortaring men on sewer and drain pipe (the applying of mortar and composition mixes); All bottom men on sewer work-all sewer and drain pipelayers-multiple concrete duct or any other type of pipe used on public utility work-8 feet or more below ground level, and all other sewer and trench laborers 8 feet or more below ground level regardless of excavation area; All labor work inside cofferdam; Use of a 10 foot or more drill steel for hand held drills; Caisson laborers ground level down 15 feet; All air tools 8 feet or more below ground level; All laborers working on swinging-suspended or any type or make of scaffolds, 48 feet to 100 feet; All chimney and silo laborers working at a height of 48 to 100 feet; All tamping hammers over 150 lbs.; All laborers working inside of a sphere or any type or make of tank at a height of 48 feet to 100 feet; all hydraulic, electric and air tools or any other type 8 feet or more below ground level; Vibrators-any type-8 feet or more below ground level

GROUP 5 - Gunnite nozzle men; Caisson laborers and all tamping hammers from 150 lbs and over; from 15 feet below ground level down to 50 feet; and all laborers working inside of a sphere or any type of tank for every additional 50 feet or part thereof above 100 feet in height

GROUP 6 - All underground cavern laborers; Caisson laborers 50 feet or more below ground level; Laborers working under radio active conditions (suiting up); Blasting men (Powdermen)

GROUP 7 - Dosimeter (any device) used for monitoring nuclear exposure; Asbestos abatement worker; Toxic and hazardous waste removal laborer; and chimney and silo laborers for every additional 50 feet or any part thereof above 100 feet high

LAB00149-002 06/01/2022

BOONE, KANE, KENDALL, AND McHENRY COUNTIES

	Rates	Fringes
LABORER		
GROUP	1\$ 47.40	33.16
GROUP	2\$ 47.68	33.16
GROUP	3\$ 47.68	33.16
GROUP	4\$ 47.68	33.16
GROUP	5\$ 47.63	33.16
GROUP	6\$ 47.75	33.16
GROUP	7\$ 47.75	33.16
GROUP	8\$ 47.40	33.16
GROUP	9\$ 48.40	33.16

#### LABORER CLASSIFICATIONS

GROUP 1: Common laborer, Asphalt laborer, Asphalt plant laborer, Striping laborer, Clipper type concrete saw, Self-propelled saws

GROUP 2: Air tampers & Vibrators

GROUP 3: Mortar & Concrete mixers

GROUP 4: Stringline & form setter; Torchman (demolition), Sheeting & Cribbing, Black top rakers & lutemen, Machine screwmen

GROUP 5: Chain saw man, Jackhammer man, Drillman, Concrete breaders & air spade,

GROUP 6: Tunnel laborers, Tile layers & bottom men

GROUP 7: Caisson diggers, Dynamiters

GROUP 8: Flagman

GROUP 9: Asbestos apatement laborers, Toxic & hazardous waste removal laborers & Dosimeter (any device) monitoring nuclear exposure

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LAB00152-003 06/01/2022

LAKE COUNTY

	Rates	Fringes	
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LABORER			
GROUP	1\$ 47.4	0 33.10	б
GROUP	2\$ 47.4	8 33.10	б
GROUP	3\$ 47.4	0 33.10	б
GROUP	4\$ 47.6	33.10	б
GROUP	5\$ 47.6	0 33.10	б
GROUP	6\$ 47.6	0 33.10	5

## LABORER CLASSIFICATIONS

GROUP 1: General laborers; Asphalt

GROUP 2: Cement gun laborers

GROUP 3: Asphalt Tampers and Smoothers

GROUP 4: Rakers and Lutemen; Machine screwman; Kettlemen; Mixermen, Drum-Men; Jackhammermen (Asphalt); Mite Box Spreaders; Laborers on birch overman and similar spreader equipment; Laborers on apsco; Laborers on Air Compressors; Paving Form Setters; Jackhammerman (Concrete); Power Drive Concrete Saws

GROUP 5: Cement Gun Nozzle (Gunite)

GROUP 6: Asbestos abatement laborers; Toxic and hazardous waste removal laborers; Dosimeter (any device monitoring nuclear exposure)

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PAIN0014-003 06/01/2024

LAKE and WILL COUNTIES

	I	Rates	Fringes
PAINTER:	Brush Only\$	53.05	33.91

DE KALB, DU PAGE, KANE, KENDALL AND MCHENRY COUNTIES Rates Fringes PATNTFR Brush, Drywall Taper/Finisher, Sandblaster, and Spray.....\$ 53.05 \_\_\_\_\_\_ PAIN0030-004 06/01/2024 BOONE, JO DAVIESS, LEE, OGLE, STEPHENSON AND WINNEBAGO COUNTIES Fringes Rates **PAINTER** Brush, Roller, Spray, Sandblasting, Paperhanger, Drywall Finishing, Taper, and Spray Structural Steel..\$ 45.15 29.41 PLAS0011-002 06/01/2023 WILL COUNTY Rates Fringes CEMENT MASON/CONCRETE FINISHER...\$ 46.25 45.10 \_\_\_\_\_\_ PLAS0011-008 06/01/2023 DE KALB, KANE, KENDALL, AND McHENRY COUNTIES Rates Fringes CEMENT MASON/CONCRETE FINISHER...\$ 50.70 40.60 \_\_\_\_\_\_ PLAS0011-013 06/01/2023 LAKE COUNTY Rates Fringes CEMENT MASON/CONCRETE FINISHER...\$ 48.50 42.82 PLAS0011-015 06/01/2023 **BOONE COUNTY** Fringes Rates CEMENT MASON/CONCRETE FINISHER...\$ 41.03 36.39 PLASTERER.....\$ 37.90 PLAS0803-001 08/01/2010 DUPAGE COUNTY Rates Fringes

TEAM0179-002 06/01/2024

CEMENT MASON/CONCRETE FINISHER...\$ 38.00

KENDALL and WILL COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Trucks	\$ 44.82	0.25+a
4 Axle Trucks	\$ 44.97	0.25+a
5 Axle Trucks	\$ 45.17	0.25+a
6 Axle Trucks	\$ 45.37	0.25+a

#### FOOTNOTES:

- a. \$1055.60 per week.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

#### **CLASSIFICATIONS:**

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;

Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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TEAM0301-001 06/01/2024

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES	\$ 44.54	13.40+a
4 AXLES	\$ 44.69	13.40+a
5 AXLES	\$ 44.89	13.40+a
6 AXLES	\$ 45.09	13.40+a

#### FOOTNOTES:

- a.\$500.00 per week pension.
- b. Lowboy is an additional \$1.50 per hour

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

#### **CLASSIFICATIONS:**

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;

Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic;

Self-loading equipment like P.B. and trucks with scoops on the front

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TEAM0325-004 06/01/2024

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles\$	45.47	25.70
4 Axles\$	45.62	25.70
5 Axles\$	45.82	25.70
6 Axles\$	45.93	25.70

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

#### **CLASSIFICATIONS:**

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forkl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation Pole Trailer, over 40 feet; Pole and Expandable Trailers

hauling material over 50 feet long, additional \$0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more

\*Mechanic\*Truck Welder and Truck Painter; \*Winter Rate: Between Dec. 15 and Feb. 28 the mechanic and welder rate shall be \$2.00 less than the scheduled scale. Truck Painter and Truck Welder classifications shall only apply in areas where and when it has been a past area practice; Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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TEAM0330-002 06/01/2024

**DEKALB COUNTY** 

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES	\$ 43.43	0.25+a
4 AXLES	\$ 43.58	0.25+a
5 AXLES	\$ 43.78	0.25+a
6 AXLES	\$ 43.98	0.25+a

#### FOOTNOTE: a. \$1112.34 per week

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

#### **CLASSIFICATIONS:**

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;

Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on

the front

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### TEAM0673-003 06/01/2024

#### DU PAGE and KANE COUNTIES

1	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES\$	44.06	0.25+a
4 AXLES\$	44.21	0.25+a
5 AXLES\$	44.41	0.25+a
6 AXLES\$	44.61	0.25+a

#### FOOTNOTE: a.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Low-Boy is an additional \$1.50 per hour Health and Welfare: \$453.20 per week

Penson: \$589.90 per week

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

## **CLASSIFICATIONS:**

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;

Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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TEAM0731-002 04/01/2023

Rates Fringes

Traffic Control Device Monitor TRAFFIC SAFETY WORKER: Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....\$ 40.10

20.9

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

# Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

## Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator U.S. Department of Labor

200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210.

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END OF GENERAL DECISION"

"General Decision Number: IL20250020 01/03/2025

Superseded General Decision Number: IL20240020

State: Illinois

Construction Types: Building Landscape, Heavy Landscape,

Highway Landscape and Residential Landscape

Counties: Boone, Cook, De Kalb, Du Page, Grundy, Henry, Kane, Kankakee, Kendall, Lake, McHenry, McLean, Ogle, Peoria, Rock Island, Tazewell, Will, Winnebago and Woodford Counties in Illinois.

LANDSCAPING WORK ON BUILDING, RESIDENTIAL, HEAVY AND HIGHWAY CONSTRUCTION PROJECTS.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on |. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/03/2025

ENGI0150-013 06/01/2024

BUILDING AND HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

BOONE, COOK, DUPAGE, GRUNDY, KANE, KENDALL, LAKE, MCHENRY, AND WILL COUNTIES

Rates Fringes

Operators:....\$ 37.55 9.50+A+B Includes Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger; Hydraulic Boom with Clam; Log Skidder; Sttraw Blower and Seeder; Stump Machine; Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others

# FOOTNOTE:

- A. Health and Welfare contribution is \$1,780.00 per month.
- B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day provided that all such employees shall have in fact worked their regularly scheduled work day immediately preceding and the regularly scheduled work day immediately succeeding the occurrence of such holiday.

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### ENGI0150-023 06/01/2024

HIGHWAY CONSTRUCTION (LANDSCAPE WORK): The landscape work for the Landscape Equipment Operator excludes the preparation of sub-grade prior to application of finish landscape materials and the utilization of any equipment over one cubic yard.

HENRY, MCLEAN, OGLE, PEORIA, ROCK ISLAND, TAZEWELL, WINNEBAGO, and WOODFORD COUNTIES

Rates Fringes

Operators:....\$ 37.55 Includes the following: Angle Dozer, Small; Bobcat and other similar type machines, 1 cu yd or less; Chipping Machine; Combination Backhoe and Front End Loader 1 cu yd or less; Fork Lift Truck; Hi-Reach and High-Ranger; Hydraulic Boom with Clam; Log Skidder; Sttraw Blower and Seeder; Stump Machine; Tractors, Crawlers, Rubber Tire Tractors, Highlift Shovels or Front End Loaders 1 cu yd or less; Tree Spades, all; Utility Tractor and attachments, and Rubber Tire Front End loader or similar machine of 1 to 1.5 cu yd solely used for placement of large decorative boulders, trees with balled soil, and other decorative landscape material too large to be accommodated in a 1 cu yd bucket. All other equipment utilized for performing landscape work, tree trimming or removal of stees, and to install plants; transport trees; excavate plant pits; place soil and other landscape materials; and apply finish landscape material on subgrade prepared by others

# FOOTNOTE:

- A. Health and Welfare contribution is \$1,780.00 per month.
- B. Paid Holidays: New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; and Christmas Day provided that all such employees shall have in fact worked their regularly scheduled work day immediately preceding and the regularly scheduled work day immediately succeeding the occurrence of such holiday.

LAB00032-004 05/01/2024

HIGHWAY CONSTRUCTION

WINNEBAGO COUNTY

	Rates	Fringes
Landscape Laborer	.\$ 44.59	36.11
LAB00362-003 05/01/2018		

HIGHWAY CONSTRUCTION

MCLEAN COUNTY

	Rates	Fringes	
Landscape Laborer	\$ 31.08	24.43	
LAB00751-004 05/01/2021			
HIGHWAY CONSTRUCTION			

HIGHWAT CONSTRUCTION

KANKAKEE COUNTY

	Rates	Fringes
Landscape Laborer	.\$ 39.44	32.54
LAB00852-004 05/01/2006		

HIGHWAY CONSTRUCTION

### ROCK ISLAND AND HENRY COUNTIES

	Rates	Fringes
Landscape Laborer	\$ 21.94	12.79
LAB00996-004 05/01/2018		

HIGHWAY CONSTRUCTION

PEORIA, TAZEWELL, AND WOODFORD COUNTIES

	Rates	Fringes
Landscape Laborer	.\$ 32.73	23.74
Landscape Laborer	.\$ 32.73	23.74

TEAM0026-005 05/01/2024

MCLEAN (South of a straight line from where Route 24 intersects the Woodford County line in a Southeast direction to the South Southwest corner of Livingston County) COUNTY

	Rates	Fringes
TRUCK DRIVER		
Group 1	\$ 43.24	24.27
Group 2	\$ 43.83	24.27
Group 3	\$ 44.10	24.27
Group 4	\$ 44.49	24.27
Group 5	\$ 45.59	24.27

### **CLASSIFICATIONS:**

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hualing more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combiation units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

TEAM0179-004 06/01/2024

GRUNDY, KENDALL, MCLEAN (North of a straight line starting at the intersection of McLean-Woodford Counties line & Route 24 in a Southeastern direction to the South Southwest corner of Livingston County), WILL, and WOODFORD (Northeast corner east of Route 51/251 & North of Route 24) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES	\$ 44.82	0.25+a
4 AXLES	\$ 44.97	0.25+a
5 AXLES	\$ 45.17	0.25+a
6 AXLES	\$ 45.37	0.25+a

# FOOTNOTES:

- a. \$1055.60 per week.
- b. Lowboy rate based on number of axles

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

# CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;

Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

TEAM0179-008 06/01/2024

	Rates	Fringes
TRUCK DRIVER		
2 or 3 axles	\$ 44.82	0.25+a
4 axles	\$ 44.97	0.25+a
5 axles	\$ 45.17	0.25+a
6 axles	\$ 45.37	0.25+a

#### FOOTNOTES:

a. \$1055.60 per week.

Low-Boy work classification is an additional \$1.50 per hour

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

### **CLASSIFICATIONS:**

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;

Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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### LAKE AND MCHENRY COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES	\$ 44.54	13.40+a
4 AXLES	\$ 44.69	13.40+a
5 AXLES	\$ 44.89	13.40+a
6 AXLES	\$ 45.09	13.40+a

### FOOTNOTES:

- a.\$500.00 per week pension.
- b. Lowboy is an additional \$1.50 per hour

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

#### **CLASSIFICATIONS:**

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;

Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks

with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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TEAM0325-004 06/01/2024

BOONE and WINNEBAGO COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2 - 3 Axles	\$ 45.47	25.70
4 Axles	\$ 45.62	25.70
5 Axles	\$ 45.82	25.70
6 Axles	\$ 45.93	25.70

FOOTNOTE: An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

#### **CLASSIFICATIONS:**

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Forkl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers Pole Trailer, up to 40 feet; Power Mower Tractors; Skipman; Slurry Trucks, two-man operation; Teamsters; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional \$0.50 per

Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long, additional \$0.50 per hour; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more

\*Mechanic\*Truck Welder and Truck Painter; \*Winter Rate:
Between Dec. 15 and Feb. 28 the mechanic and welder rate
shall be \$2.00 less than the scheduled scale. Truck Painter
and Truck Welder classifications shall only apply in areas
where and when it has been a past area practice;
Dual-purpose vehicels, such as mounted crane tucks with
hoist and accessories

Group 4 - Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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DEKALB and OGLE (North of Route 72/East of Route 251, Adeline, Byron, Creston, Dement, Forreston North of Route 72, Leaf River North of Route 72, Lynnville, Monroe, Rochelle, & Scott) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
2-3 AXLES	\$ 43.43	0.25+a
4 AXLES	\$ 43.58	0.25+a
5 AXLES	\$ 43.78	0.25+a
6 AXLES	\$ 43.98	0.25+a

### FOOTNOTE: a. \$1112.34 per week

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

#### CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over;
Dumpsters, Track Trucks, Euclids, Hug Bottom Dump
Turnapulls or Turnatrailers when pulling other than
self-loading equipment or similar equipment over 16 cubic
yards; Explosives and/or Fission Material Trucks; Mixer
Trucks 7 yards or over; Mobile Cranes while in transit; Oil
Distributors, one-man operation; Pole Trailer, over 40
feet; Pole and Expandable Trailers hauling material over 50
feet long;

Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in

areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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TEAM0371-004 05/01/2024

HENRY and ROCK ISLAND COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1	\$ 43.31	24.56
Group 2	\$ 43.89	24.56
Group 3	\$ 44.21	24.56
Group 4	\$ 44.56	24.56
Group 5	\$ 45.67	24.56

### **CLASSIFICATIONS:**

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hualing more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combiation units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

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TEAM0627-004 05/01/2024

PEORIA, TAZEWELL, and WOODFORD COUNTIES

Rates	Fringes
TRUCK DRIVER	
Group 1\$ 43.24	24.27
Group 2\$ 43.83	24.27
Group 3\$ 44.10	24.27
Group 4\$ 44.49	24.27
Group 5\$ 45.59	24.27

## **CLASSIFICATIONS:**

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up

trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hualing more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combiation units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

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TEAM0673-003 06/01/2024

DU PAGE and KANE COUNTIES

Rates	Fringes
44.06	0.25+a
44.21	0.25+a
44.41	0.25+a
44.61	0.25+a
	44.06 44.21 44.41

#### FOOTNOTE: a.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Low-Boy is an additional \$1.50 per hour Health and Welfare: \$453.20 per week

Penson: \$589.90 per week

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

# CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-Mix Plant Hopper Operator; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long;

Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - \*Truck Welder and \*Truck Painter\*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

Group 4 - Dual-purpose vehicels, such as mounted crane tucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front

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TEAM0722-005 05/01/2024

OGLE (North of Route 72/East of Route 251) COUNTY

	Rates	Fringes
TRUCK DRIVER		
Group 1	.\$ 43.24	24.27
Group 2	.\$ 43.83	24.27
Group 3	.\$ 44.10	24.27
Group 4	.\$ 44.49	24.27
Group 5	.\$ 45.59	24.27

### **CLASSIFICATIONS:**

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hualing more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combiation units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

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### TEAM0731-001 06/01/2024

#### COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axles\$	43.45	29.49
4 Axles\$	43.70	29.49
5 Axles\$	43.90	29.49
6 Axles\$	44.10	29.49

# FOOTNOTES:

- A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.
- C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Low-Boy is an additional \$1.50 per hour Health and Welfare: \$448.80 per week

Pension: \$562.80 per week

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TEAM0786-001 06/01/2024

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles	\$ 52.05	0.25+a
4 Axles	\$ 52.31	0.25+a
5 Axles	\$ 52.53	0.25+a
6 Axles	\$ 52.74	0.25+a

# FOOTNOTES:

a. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Low-Boy work classification is an additional \$1.50 per hour.

Health and Welfare: \$433.00 per week

Pension: \$400 per week.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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SUIL1993-001 01/19/1993

# BUILDING CONSTRUCTION (LANDSCAPE WORK):

	Rates	Fringes
LABORER		
BOONE, GRUNDY, KANE,		
KENDALL, LAKE, MCHENRY, &		
WILL COUNTIES		
LANDSCAPE LABORERS\$	7.25 **	
COOK COUNTY		
LANDSCAPE LABORERS\$		
LANDSCAPE PLANTSMAN\$	9.80 **	1.82
DE KALB COUNTY		
LANDSCAPE LABORERS\$		
LANDSCAPE OPERATORS\$		
LANDSCAPE PLANTSMAN\$	9.66 **	.26
DU PAGE COUNTY		
LANDSCAPE LABORERS\$		
LANDSCAPE PLANTSMAN\$	9.04 **	1.16
GRUNDY, LAKE & WILL		
COUNTIES		
LANDSCAPE DRIVER 2 & 3		
Axles\$		2.81
LANDSCAPE PLANTSMAN\$	12.00 **	3.32
SUIL1993-002 01/19/1993		
HEAVY CONSTRUCTION (LANDSCAPE WORK	3)	

HEAVY CONSTRUCTION (LANDSCAPE WORK)

·		
LABORER		
BOONE, GRUNDY, KANE,		
KENDAĹL, LAKE, MCHENRY &		
WILL COUNTIES:		
LANDSCAPE DRIVER, 2 & 3		
AXLES\$	11.94 **	2.42
LANDSCAPE LABORERS\$		
LANDSCAPE OPERATORS\$		3.01
LANDSCAPE PLANTSMAN\$		
COOK COUNTY:		
LANDSCAPE DRIVER, 2 & 3		
AXLES\$	9.93 **	1.89
LANDSCAPE LABORERS\$		
LANDSCAPE OPERATORS\$		2.12
LANDSCAPE PLANTSMAN\$	10.08 **	2.06
DE KALB COUNTY:		
LANDSCAPE LABORERS\$	7.25 **	
LANDSCAPE OPERATORS\$	7.25 **	
LANDSCAPE PLANTSMAN\$	9.66 **	.26
DU PAGE COUNTY:		
LANDSCAPE DRIVER, 2 & 3		
AXLES\$	8.32 **	1.02
LANDSCAPE LABORERS\$	7.25 **	
LANDSCAPE OPERATORS\$	10.75 **	
LANDSCAPE PLANTSMAN\$		
SUIL1993-003 01/19/1993		

Rates

Fringes

HIGHWAY CONSTRUCTION (LANDSCAPE WORK):

Rates Fringes

LABORER

DE KALB COUNTY

LANDSCAPE LABORERS\$	7.25	**	
LANDSCAPE OPERATORS\$	7.25	**	
LANDSCAPE PLANTSMAN\$	9.66	**	.26
KANKAKEE COUNTY:			
LANDSCAPE DRIVER\$	8.75	**	.17
LANDSCAPE OPERATOR\$	16.57	**	3.56
PEORIA, TAZEWELL, &			
WOODFORD COUNTIES:			
TRUCK DRIVERS 2 & 3 AXLES\$	17.58	**	5.88

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

# Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

# Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

# State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which

the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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### WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
  - a) a survey underlying a wage determination
  - b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W.

Washington, DC 20210.

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END OF GENERAL DECISION"

# ADVERTISEMENT FOR BIDS

<u>Village of Bensenville</u>	
=	
12 S. Center Street	
Bensenville, IL 60106	

Separate sealed BIDS for the construction of Argyle and Twin Oaks Roadway and Water Main Improvements, which consists of the installation of approximately 845 lineal feet (LF) of 8" ductile iron water main, 1,030 lineal feet of RCP storm sewer, and resurfacing approximately 610 LF of Argyle St, 500 LF of Twin Oaks St, and related appurtenances will be received by Village of Bensenville, 12 S. Center Street, Bensenville, IL 60106 until 11:00 a.m., local time, February 11, 2025, and then at said office publicly opened and read aloud.

NOTICE: FEDERAL LABOR STANDARDS AND PREVAILING WAGE RATES WILL

APPLY TO THIS PROJECT.

WOMEN OWNED BUSINESS ENTERPRISES (WBE), MINORITY OWNED BUSINESS ENTERPRISES (MBE), AND SECTION 3 CONTRACTORS ARE ENCOURAGED TO SUBMIT BIDS ON THIS PROJECT.

The complete digital Argyle and Twin Oaks Roadway and Water Main Improvements bidding documents are available at <a href="www.eeiweb.com">www.eeiweb.com</a> (click on the Bidding Information tab) or <a href="www.questcdn.com">www.questcdn.com</a>. You may download the digital documents <a href="mailto:free of charge">free of charge</a> by inputting Quest Project <a href="mailto:#9493576">#9493576</a> on the website's projects tab search page. Please contact QuestCDN.com at (952) 233-1632 or <a href="mailto:info@questcdn.com">info@questcdn.com</a> for assistance in membership registration, downloading, and working with this digital project information.

A certified check or bank draft, payable to the order of <u>The Village of Bensenville</u> negotiable U.S. Government bond (at par value) or a satisfactory Bid Bond executed by

ADVERTISEMENT FOR BIDS

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the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total

Bid shall be submitted with each Bid.

Attention is called to the fact that not less than the minimum salaries and wages as

set forth in the Contract Documents must be paid on this project and that the Contractor

must ensure that employees and applicants for employment are not discriminated

against because of their race, color, religion, sex, or national origin.

The Village of Bensenville reserves the right to reject all Bids or to waive any

informalities in the bidding.

Bids may be held by The Village of Bensenville for a period not to exceed 60 days

from the date of the opening of Bids for the purpose of reviewing the Bids and

investigating the qualifications of Bidders, prior to awarding of the Contract.

The Village of Bensenville is an equal opportunity employer.

January 23, 2025

By Order of the Village of Bensenville

Nancy Quinn, Village Clerk

**AB-02** 

# INFORMATION FOR BIDDERS

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

The WORK consists of the construction of <u>Argyle and Twin Oaks Roadway and Water Main Improvements</u>, which consists of the installation of approximately 845 lineal feet (LF) of 8" ductile iron water main, 1,030 lineal feet of RCP storm sewer, and resurfacing approximately 610 LF of Argyle St, 500 LF of Twin Oaks St, and related appurtenances.

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

Bidders shall submit all bid questions through QuestCDN. The deadline to submit questions is 5:00 pm on February 4, 2025.

Each BID must be submitted in a sealed envelope, addressed to <u>The Village of Bensenville</u>, <u>12 S. Center Street</u>, <u>Bensenville</u>, <u>IL 60106</u>. Each sealed envelope containing a BID must be plainly marked on the outside as BID for <u>Argyle and Twin Oaks Roadway and Water Main Improvements</u> and the envelope should bear on the outside the name of the BIDDER, his address, and his license number if applicable. If forwarded by mail, the sealed envelope containing the BIDS must be enclosed in another envelope addressed to the OWNER at <u>12 S. Center Street</u>, <u>Bensenville</u>, <u>IL</u> 60106.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be clearly filled in, in ink or typewritten. The BID form must be fully completed and (continued)

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executed when submitted. Numbers should be stated in figures and the signatures of all individuals must be in longhand. The completed form should be without interlineation, alterations, or erasures.

Each bid must give the full business address of the BIDDER and must be signed by the BIDDER with his or her usual signature. BIDS by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters.

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

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

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

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

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

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

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

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

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

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

At the preconstruction meeting, the CONTRACTOR shall furnish to the OWNER and ENGINEER their proposed schedule of improvements, including estimated time of completion for the various work items along with their proposed mobilization plan and soil erosion and sedimentation control plan.

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

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

The BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. The BIDDER shall be fully complete with the Argyle and Twin Oaks Roadway and Water Main Improvements by October 17, 2025. BIDDER further agrees to pay as liquidated damages, the sum of \$1,275 for each consecutive calendar day thereafter the time of completion as provided in Section 15 of the General Conditions.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed, the BONDS of the two remaining unsuccessful (continued)

BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and the performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

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

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

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

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

The NOTICE TO PROCEED shall be issued within fifteen (15) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within said period, the time may be extended by mutual agreement between OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the fifteen (15) day period, or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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

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

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

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

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout including the Employment of Illinois Workers on Public Works Act (30 ILCS 570).

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

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

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

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

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

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

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

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of <u>Argyle and Twin Oaks Roadway and Water</u>

Main Improvements in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

If awarded the contract, the BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. The BIDDER shall be fully complete with the <u>Argyle and Twin Oaks Roadway and Water Main Improvements</u> by <u>October 17, 2025</u>. BIDDER further agrees to <u>pay</u> as liquidated damages, the sum of \$1,275 for each consecutive calendar day thereafter the time of completion as provided in Section 15 of the General Conditions.

- (I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:
  - (i) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

<sup>+</sup> corporation

Insert "a corporation", "a partnership", or "an individual" as applicable.
 (continued)

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

BIDDER acknowledges receipt	of the following ADDENDUM:
None	
1.1	

# **BID INSTRUCTIONS:**

The BIDDER expressly agrees to the following provisions:

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

# BID SCHEDULE FOR ARGYLE & TWIN OAKS ROADWAY AND WATER MAIN IMPROVEMENTS

ITEM				UNIT
NO.	<u>ITEM</u>	UNIT	QUANTITY	PRICE AMOUNT
1	REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL	CY	225	1 25 : 4 215 90
2	PREPARATION OF BASE	\$Y	3772	1.25 4.45.00
3	EARTH EXCAVATION	CY	100	50.00 5,000.00
4	INLET & PIPE PROTECTION	EACH	22	1 XO W 3,460 50
5	PERIMETER EROSION BARRIER	LF	214	6. 23 11357.30
6	DUST CONTROL WATERING	UNIT	32	10.00 - 320.00
7	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	217	\$ 1.30 \$ 282.10
8	CLEARING, BRUSH AND TREE REMOVAL	AC	0	2/ (%) 1132 00
9	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	12	36.00 432.00
10	REMOVE, SALVAGE, AND REINSTALL EXISTING SIGN	EACH	1	\$ 480 des
11	FILLING CATCH BASINS	EACH	2	s 100 ms 700 m
12	REMOVING MANHOLES	EACH	1	\$ 100,00 \$ 100.00
13	REMOVING MANHOLES TO MAINTAIN FLOW	EACH	4	200,00 \$ 400,00
14	REMOVING CATCH BASINS TO MAINTAIN FLOW	EACH	2	\$ 200.00 \$ 400.00
15	REMOVING INLETS TO MAINTAIN FLOW	EACH	2	150.00 \$ 300.00
16	ABANDON EXISTING STORM SEWER	EACH	4	100 400 60
17	STORM SEWER REMOVAL	LF	412	1.00 417.00
18	HOT-MIX ASPHALT SURFACE REMOVAL, BUTT-JOINT	SY	71	23.00 11633
19	HOT-MIX ASPHALT PAVEMENT REMOVAL (VARIABLE DEPTH)	SY	3772	5 5 00 s 13 x 60 00
20	EXCAVATE AND REMOVE CENTER ISLAND	LSUM	1	\$ 2,500 \$ 2,500 0
21	COMBINATION CURB & GUTTER REMOVAL	LF	1443	\$ 400 \$ 13,437.00
22	SIDEWALK REMOVAL	SF	5264	\$ 2 50 \$ 13,160.
23	VALVE VAULT TO BE ABANDONED	EACH	5	5 100 co 500,00
24	VALVE BOX TO BE ABANDONED	EACH	3	\$ 50.00 90000
25	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	3	\$ 300 005 900 00
26	DISCONNECT AND ABANDON EXISTING WATER MAIN, 6"	EACH	2	\$ 1,500.00
27	HOT-MIX ASPHALT DRIVEWAY PAVEMENT REMOVAL AND REPLACEMENT	SY	161	\$ 66 00 \$ 10,626.00
28	PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SY	167	131 00 51 X1+ 00
29	BRICK PAVER REMOVAL AND REINSTALLATION	SF	134	5 49 (0) 5 9 8(V) (0)
30	AGGREGATE BASE COURSE REPAIR	TON	200	· 14.00 0
31	AGGREGATE SUBGRADE IMPROVEMENTS	CY	145	\$ 5800 \$ 8,410 00
32	HOT-MIX ASPHALT BINDER COURSE, IL 19.0	TON	659	s 90 00 \$ 59,310.00
33	HOT-MIX ASPHALT SURFACE COURSE, MIX D	TON	399	s 94 00 \$ 54,506 00
34	BITUMINOUS MATERIAL, TACK COAT	LBS	1009	\$ 0,10 \$ 100,90
35	BITUMINOUS MATERIAL, PRIME COAT	LBS	1009	5 0.10 \$ 100.90
36	CLASS D PATCH, 6-INCH	SY	500	54 co 74 co
37	COMBINATION CONCRETE CURB & GUTTER, TY M3.12	LF	129	5 58 00 54 907 00
38	COMBINATION CONCRETE CURB & GUTTER, TY 84.12	LF	1314	\$ 38.00 \$ 40,932.00
39	PCC SIDEWALK, 5-INCH	SF	5264	5. TO \$ 46,040, W
40		SF	90	30 50 3 3 dos. co
41	THERMOPLASTIC PAVEMENT MARKING LINE, 6-IN WHITE	LF	80	\$ 31.50 \$ 2,520.CC

ITEM				UNIT
NO.	ITEM	<u>UNIT</u> LF	QUANTITY 14	PRICE AMOUNT
	THERMOPLASTIC PAVEMENT MARKING LINE, 24-IN WHITE	EACH	3	\$ 19 500 00
	CATCH BASIN TY A, 5' DIA	EACH	1	\$ 9 (N) \$ 9 (N) 00
44	CATCH BASIN TY A, 6' DIA	EACH	5	\$1920 00\$ 9 1:N1 00
45	INLET, TY A	EACH	5	\$5 765 \$ 78 775 CO
46	MANHOLES, TY A, 5' DIA	EACH	3	9 29 21 22 60
47	MANHOLES, TY A, 6' DIA	EACH	1	\$ 11 210 \$ 11 210 00
48	MANHOLES, TY A, 7' DIA	LF	147	\$ 12U 00\$ 18 22X 00
49	STORM SEWER, CLASS B, TYPE 2, 12" RCP	LF	28	s 1/-2 00 s 4 5 6 4 00
50	STORM SEWER, CLASS B, TYPE 2, 18" RCP	LF	67	5 113 00 \$ R JULI CO
	STORM SEWER, CLASS B, TYPE 2, 24" RCP	LF	470	226 10 8 100 00
	STORM SEWER, CLASS B, TYPE 2, 36" RCP	_		2000011100
	STORM SEWER, CLASS B, TYPE 2, 29X45" ELLIPTICAL RCP	LF LF	50 269	\$ 20C 60 \$ \$3 U 35 00
54	STORM SEWER, CLASS B, TYPE 2, 34X53" ELLIPTICAL RCP			3/50 3/50
55	CONNECTION TO EXISTING STORM STRUCTURE	EACH	1	3,650 3,650
	WATER MAIN, 4-INCH D.I.P., CLASS 52, WITH POLYETHYLENE WRAP	LF	149	202 00 19 205 00
	WATER MAIN, 6-INCH D.I.P., CLASS 52, WITH POLYETHYLENE WRAP	LF	95	112 00 1143 536 60
58	WATER MAIN, 8-INCH D.I.P., CLASS 52, WITH POLYETHYLENE WRAP	LF	843	175 cc 147, 325 cc
59	WATER SERVICE CONNECTION	EACH	5	5300 \$ 26,500 00
	GATE VALVE & VALVE VAULT, 4-INCH (RESILIENT SEAT) IN 48-INCH VAULT	EACH	5	- 20,20
	GATE VALVE & VALVE VAULT, 6-INCH (RESILIENT SEAT) IN 48-INCH VAULT	EACH	1	5,150 5,750.00
62	GATE VALVE & VALVE VAULT, 8-INCH (RESILIENT SEAT) IN 48-INCH VAULT	EACH	1	\$ 6,400 \$ 6,400.00
63	FIRE HYDRANT ASSEMBLY, 6-INCH MJ	EACH	3	\$ 4,500 \$ 28,500.00
64	CONNECTION TO EXISTING WATER MAIN (PRESSURE), 6-INCH	EACH	1	\$ 7,100 \$ 7,100.00
65	CONNECTION TO EXISTING WATER MAIN (NON-PRESSURE), 8-INCH	EACH	1	2006E \$ 006E
66	DUCTILE IRON FITTINGS	LB	2168	\$ 0.01 \$ 21 68
67	FIELD LOK GASKET, 8"	EACH	4	\$ 165. as 660.as
68	FIELD LOK GASKET, 6"	EACH	5	\$ 172 00 \$ 610.00
69	HYDROSTATIC TESTS AND DISINFECTION OF THE WATER MAIN	LS	1	\$ 2,760 \$ 2,760,00
70	PARKWAY RESTORATION	SY	1325	\$ 20.50 \$ 27,162.50
71	RESTORATION	SY	900	2 13 00 \$ 10'800' ac
72	SUPPLEMENTAL WATERING	UNIT	40	\$ 9200\$ 368000
73	FUNDING SIGN	EACH	1	\$ 1,225 as 1,225 a
74	NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - TYPE 1	CY	50	\$ 1.00 \$ 50.00
75	NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL - TYPE 2	CY	50	\$ 100 \$ 50,00
76	EXPLORATORY EXCAVATION	EACH	10	\$ 500,00\$ 5,000,00
77	CONSTRUCTION LAYOUT	٤S	1	\$ 11,000,00
78	TRAFFIC CONTROL AND PROTECTION	LS	1	\$ 8,000 & 8,000 cc
79	MOBILIZATION	LS	1	\$ 17,311.42 \$ 17,311.42
80	ALLOWANCE - ITEMS ORDERED BY ENGINEER	UNIT	25000	\$ 1.00 \$ 25,000.00
			TOTAL	\$ 1,135,000.00

BID Page 5				
(If an individual)		Signature of Bidder(SEAL)		
		Business Address		
(If a co-partnership)		Firm Name		
		Signed By		
		Business Address		
	Names and Addresses of All Members	f		
(If a corporation)	Corpo	erate Name Acqua Contractive Corp.		
		d By		
	Busin	ess Address 551 S. IL Route 83		
	_	Elmhurst, IL 60126		
(Corporate Seal)				
	Presid	dent Alex Rendina		

Insert Name of Officers Secretary Alexa Rendina

Treasurer \_\_\_\_\_

Attest: Secretary

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# Document A310<sup>TM</sup> - 2010

One Tower Square

Hartford, CT 06183

Mailing Address for Notices

1411 Opus Place Suite 450

Downers Grove, IL 60515

SURETY:

Conforms with The American Institute of Architects AIA Document 310

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

This document has important

legal consequences. Consultation

with an attorney is encouraged with respect to its completion or

other party shall be considered plural where applicable.

Any singular reference to Contractor, Surety, Owner or

modification.

### Bid Bond

CONTRACTOR:

(Name, legal status and address)

Acqua Contractors Corporation 551 S. IL Route 83 Elmhurst, IL 60126

OWNER:

(Name, legal status and address)

Village of Bensenville 12 S. Center St. Bensenville, IL 60106

**BOND AMOUNT: \$** 

PROJECT:

5%

Five Percent of Amount Bid

(Name, location or address, and Project number, if any)

Argyle & Twin Oaks Roadway and Water Main Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of hids 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.

day of February, 2025 11th Signed and scaled this

(Witness)

Jacqueline (Witness)

Acqua Contractors Corporation

(Principal)

(Title)

Travelers Casualty and Surety Company of America

Attorney-in-Fact

(Seal)



State of	Illinois
County of	DuPage

### SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

Notary Public of County, in the State of Illinois DuPage Į, Sherry L Bacskai Attorney-in-Fact, of the Travelers Casualty and James I. Moore do hereby certify that who is personally known to me to be the same person whose Surety Company of America name is subscribed to the foregoing instrument, appeared before me this day in person, and signed, sealed and delivered said instrument, for and on behalf of the acknowledged that he for the uses and purposes therein set forth. Travelers Casualty and Surety Company of America

Given under my hand and notarial seal at my office in the City of Downers Grove in said County, this 11th day of February , 2025 .

OFFICIAL SEAL.
SHERFLY L. BACSKAI
NOTARY PUBLIC, STATE OF ILLINOIS
Commission No. 877639
W Commission Express Securities 08, 2027

Notary Public

Sherry L Bacskai

My Commission expires:

September 8, 2027



Travelers Casualty and Surety Company of America **Travelers Casualty and Surety Company** St. Paul Fire and Marine Insurance Company **Farmington Casualty Company** 

#### POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint. James I. Moore

, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, Downers Grove, IL recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 4th day of March, 2024



State of Connecticut

City of Hartford ss.

On this the 4th day of March, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

Nowik, Notary Public

Bryce Grissom, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duty attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this February 11, 2025



Kevin E. Hughes, Assistant Secretary

### **AGREEMENT**

THI	IS AGF	REEMENT	, ma	de this	(	day of		, 20 by	and
between	<u>The</u>	Village	of	Bensenvill	l <u>e</u> he	reinafter	called	"OWNER"	and
					doing	business	as	(a corporation)	or
(a partners	ship) oı	(an indivi	idual)	, hereinafter	r called	"CONTRA	CTOR'		

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

- 1. The CONTRACTOR will commence and complete the construction of Argyle and Twin Oaks Roadway and Water Main Improvements, which consists of the installation of approximately 845 lineal feet (LF) of 8" ductile iron water main, 1,030 lineal feet of RCP storm sewer, and resurfacing approximately 610 LF of Argyle St, 500 LF of Twin Oaks St, and related appurtenances.
- 2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT as described herein.
- 3. The BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED. The BIDDER shall be fully complete with the <u>Argyle and Twin Oaks Subdivision Roadway and Water Main Improvements</u> by <u>October 17, 2025</u>. BIDDER further agrees to pay as liquidated damages, the sum of \$1,275 for each consecutive calendar day thereafter the time of completion as provided in Section 15 of the General Conditions. If in the <u>sole opinion</u> of the ENGINEER the CONTRACTOR has pursued the work and demonstrated due diligence in meeting the schedule and is unable to complete the water main installation

due to weather related conditions, liquidated damages may at the <u>sole discretion</u> of the OWNER be waived, and an extension of the contract time will be granted.

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

or as shown on the BID Schedule.

- 5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) Advertisement for BIDS
  - (B) Information for BIDDERS
  - (C) BID
  - (D) BID BOND
  - (E) Agreement
  - (F) Payment BOND
  - (G) Performance BOND
  - (H) NOTICE OF AWARD
  - (I) NOTICE TO PROCEED
  - (J) CHANGE ORDER
  - (K) GENERAL CONDITIONS
  - (L) SPECIAL PROVISIONS
  - (M) APPENDICES
  - (N) DRAWINGS, prepared by <u>Engineering Enterprises</u>, <u>Inc.</u>
    number <u>1</u> through <u>31</u>, and dated <u>January 15</u>, 2025

(O) ADDENDA
-------------

No	dated	, 20
No	dated	, 20
No.	dated	20

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7. The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
- 8. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in <a href="triplicate">triplicate</a> each of which shall be deemed an original on the date first above written.

		OWNER:
		The Village of Bensenville
		BY
		Name Frank DeSimone (Please Type)
(0541)		Title Village President
(SEAL) ATTEST:		
Name	Nancy Quinn (Please Type)	
Title	Village Clerk	
		CONTRACTOR:
		BY
		Name(Please Type)
		Address
(SEAL)		
ATTEST:		
Name	(Please Type)	
	(Flease Type)	

### PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that
(Name of Contractor)
(Address of Contractor) a, hereinafter called Principal, an
(Corporation, Partnership, or Individual)
(Name of Surety)
(Address of Surety)
hereinafter called Surety, are held and firmly bound unto
Village of Bensenville
(Name of Owner)
12 S. Center Street, Bensenville, IL 60106 (Address of Owner)
hereinafter called OWNER, in the penal sum ofDollars \$(
in lawful money of the United States, for the payment of which sum well and truly to b
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by thes
presents.
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entere
into a certain contract with the OWNER, dated the day of, 20
a copy of which is hereto attached and made a part hereof for the construction of:
Argyle and Twin Oaks Roadway and Water Main Improvements, which consists of th
installation of approximately 845 lineal feet (LF) of 8" ductile iron water main, 1,03
lineal feet of RCP storm sewer, and resurfacing approximately 610 LF of Argyle St, 50
LF of Twin Oaks St, and related appurtenances.
(continued) PAB-01

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrum	nent is execut	ed in <u>3 (three)</u> c	counterparts, each	h
one of which shall be deemed an origir	nal, this the	_ day of	, 20	
ATTEST:				
		Principal		
(Principal) Secretary	 Ву		(s	١:
		Address	(3	' <i>'</i>

PAYMENT BOND Page 3		
Witness as to Principal		
Address		
	Surety	
ATTEST:	Ву	
	Attorney-in-Fact	
Witness as to Surety	Address	

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

Address

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### PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that
(Name of Contractor)
(Address of Contractor) a, hereinafter called Principal, and
(Corporation, Partnership, or Individual)
(Name of Surety)
(Address of Surety)
hereinafter called Surety, are held and firmly bound unto
Village of Bensenville
(Name of Owner)
12 S. Center Street, Bensenville, IL 60106 (Address of Owner)
hereinafter called OWNER, in the penal sum ofDollars \$()
in lawful money of the United States, for the payment of which sum well and truly to be
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.
THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered
into a certain contract with the OWNER, dated the day of, 20
a copy of which is hereto attached and made a part hereof for the construction of:
Argyle and Twin Oaks Roadway and Water Main Improvements, which consists of the
installation of approximately 845 lineal feet (LF) of 8" ductile iron water main, 1,030
lineal feet of RCP storm sewer, and resurfacing approximately 610 LF of Argyle St, 500
LF of Twin Oaks St, and related appurtenances.
(continued) PEB-01

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during that one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

(Principal) Secretary		
	Principal	
ATTEST:		
one of which shall be deemed an original, this	the day of, 20	
IN WITNESS WHEREOF, this instrument is	executed in <u>3 (three)</u> counterparts, eac	r

	Ву		(s)
		Address	
Witness as to Principal			
Address			
		Surety	
ATTEST:	Ву		
	·	Attorney-in-Fact	
Witness as to Surety		Address	
Address			

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

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### NOTICE OF AWARD

TO:	_
	_ _
which consists of the installation of ap	n Oaks Roadway and Water Main Improvements, proximately 845 lineal feet (LF) of 8" ductile iron storm sewer, and resurfacing approximately 610 t, and related appurtenances.
	e BID submitted by you for the above-described ment for BIDS dated <u>January 15, 2025,</u> and
You are hereby notified that you of \$	r BID has been accepted for items in the amount
furnish the required CONTRACTOR'	ation for Bidders to execute the Agreement and 'S Performance BOND, Payment BOND, and o) calendar days from the date of this Notice to
days from the date of this Notice, said of arising out of the OWNER'S acceptant	ement and to furnish said BONDS within ten (10) OWNER will be entitled to consider all your rights ce of your BID as abandoned and as a forfeiture be entitled to such other rights as may be granted
You are required to return an acthe OWNER.	knowledged copy of this NOTICE OF AWARD to
Dated this day of	, 20
	The Village of Bensenville
	Owner By
	Title Village President

## ACCEPTANCE OF NOTICE

Receipt of the	above NOTICE OF A	WARD is hereby ackn	owledged by
	this	day of	, 20
Ву			
Title			

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## NOTICE TO PROCEED

To:	Date	2:	_
Project: Argyle and Twin Oaks Roadwa	y and Wa	ater Main Improvements	
You are hereby notified to comme	ence WC	PRK in accordance with the Agreement	
dated, 20,	on or be	fore, <u>20</u>	_,
and you are to be fully complete with the	e <u>Argyle</u> a	and Twin Oaks Roadway and Water	
Main Improvements by October 17, 202	<u>5</u> .		
		The Village of Bensenville	
	Ву	Owner	
		Village President	
ACCEPTANCE OF NOTICE			
Receipt of the above NOTICE TO PROC	CEED		
is hereby acknowledged by	<u>.</u>		
	,		
this the	day		
of, 2	.0		
Ву			

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## **CHANGE ORDER**

Order	No
Date:	
Agree	ment Date:
NAME OF PROJECT: Argyle and Twin Oaks Ro	adway and Water Main Improvements
OWNER:	
CONTRACTOR:	
The following changes are hereby made to the Control of the Contro	ONTRACT DOCUMENTS:
Change of CONTRACT PRICE:	
Original CONTRACT PRICE:	\$
Current CONTRACT PRICE adjusted by previous	S CHANGE ORDER(S) \$
The CONTRACT PRICE due to this CHANGE O	ORDER will be (increased) (decreased)
by:	\$
The new CONTRACT PRICE including this CHA	NGE ORDER will be \$

CHANGE ORDER NO. C Page 2	
Change to CONTRACT TIME:	
The CONTRACT TIME will be (increased) (decrease	d) by calendar days.
The date for completion of all work will be	(Date.)
Approvals Required:	
To be effective this order must be approved by the objective of the PROJECT, or as may otherwise be GENERAL CONDITIONS.	
Requested by:	CONTRACTOR
Recommended by:	Engineering Enterprises, Inc.
Accepted by:	The Village of Bensenville

### **GENERAL CONDITIONS**

- 1. Definitions
- 2. Additional Instructions and Detail Drawings
- 3. Schedules, Reports and Records
- 4. Drawings and Specifications
- 5. Shop Drawings
- 6. Materials, Services and Facilities
- 7. Inspection and Testing
- 8. Substitutions
- 9. Patents
- 10. Surveys, Permits, Regulations
- 11. Protection of Work, Property, Persons
- 12. Supervision by Contractor
- 13. Changes in the Work
- 14. Changes in Contract Price
- 15. Time for Completion and Liquidated Damages
- 16. Correction of Work

#### 1. DEFINITIONS

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA Written, graphic, or pictorial instruments issued prior to the execution of the Agreement which modify or interpret any part of the CONTRACT DOCUMENTS, including the DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1.3 BID The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 BIDDER Any person, firm or corporation submitting a BID for the work.
- 1.5 BONDS Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 CONTRACT AND CONTRACT DOCUMENTS The CONTRACT is comprised of all the CONTRACT DOCUMENTS, which form the integrated agreement between the Owner and the Contractor. The CONTRACT DOCUMENTS include the Advertisement for Bids, Information for Bidders, BID, Bid Bond, Agreement between the Owner and Contractor, Payment Bond, Performance Bond, General Conditions, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, FIELD ORDER, SPECIAL PROVISIONS, DRAWINGS, STANDARD SPECIFICATIONS, ADDENDA, and other documents as provided herein, whether issued before or after the execution of the Agreement.

- 17. Subsurface Conditions
- 18. Suspension of Work, Termination and Delay
- 19. Payments to Contractors
- 20. Acceptance of Final Payment as Release
- 21. Insurance
- 22. Contract Security
- 23. Assignments
- 24. Indemnification
- 25. Separate Contracts
- Subcontracting
- 27. Engineer's Authority
- 21. Engineer's Authority
- 28. Land and Rights-of-Way
- 29. Guaranty
- 30. Arbitration
- 31. Taxes
- 32. Prevailing Wages
- 1.8 CONTRACT PRICE The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 CONTRACT TIME The number of calendar days, working days, or combination stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 CONTRACTOR The person, firm or corporation with whom the OWNER has executed the Agreement.
- 1.11 DRAWINGS The part of the CONTRACT DOCUMENTS which show the characteristics and scope of WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 ENGINEER The person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.13 FIELD ORDER A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.14 NOTICE OF AWARD The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.15 NOTICE TO PROCEED Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.16 OWNER A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.
- 1.17 PROJECT The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 RESIDENT PROJECT REPRESENTATIVE The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.19 SHOP DRAWINGS All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by

- the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.20 SPECIAL PROVISIONS Part of the CONTRACT DOCUMENTS consisting of additions and revisions to the STANDARD SPECIFICATIONS covering conditions peculiar to an individual CONTRACT.
- 1.21 STANDARD SPECIFICATIONS A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship, methods of measurement, and payment, which are generally accepted as industry standard and are specifically referenced in the SPECIAL PROVISIONS as peculiar to an individual CONTRACT.
- 1.22 SUBCONTRACTOR An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.23 SUBSTANTIAL COMPLETION That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.24 SUPPLEMENTAL GENERAL CONDITIONS Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.
- 1.25 SUPPLIER Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site
- 1.26 WORK All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.27 WRITTEN NOTICE Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK
- 2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS
- 2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACTOR DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.
- 3. SCHEDULES, REPORTS AND RECORDS

- 3.1 The CONTRACTOR, promptly after being awarded the Contract, shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed, and shall update any such schedule as shall be required by the current conditions of the Work. No payment for the WORK shall be made until the CONTRACTOR has submitted an approved schedule.
- 3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, which shall not exceed the time limits as contained in the CONTRACT DOCUMENTS, and, as applicable:
  - 3.2.1 The dates at which special detail drawings will be required; and
  - 3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacturer, the testing and the installation of materials, supplies and equipment.
- 3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

#### 4. DRAWINGS

- CONTRACTOR and any SUBCONTRACTOR or Supplier or other individual or entity performing or furnishing any of the WORK under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER'S consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the PROJECT or any other projects without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the WORK, or termination or completion of the Contract. Nothing herein shall preclude the CONTRACTOR from retaining copies of the CONTRACT DOCUMENTS for record purposes.
- 4.2 The intent of the Contract Documents is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.
- 4.3 In case of conflict between the DRAWINGS and the SPECIAL PROVISIONS, THE SPECIAL PROVISIONS shall govern. In the case of a conflict between the DRAWINGS AND THE STANDARD SPECIFICATIONS, the DRAWINGS shall govern. Calculated dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over STANDARD DRAWINGS.

4.4 Any discrepancies found between the DRAWINGS and CONTRACT DOCUMENTS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or CONTRACT DOCUMENTS shall be immediately reported to the ENGINEER in writing within three business days. The ENGINEER shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

#### 5. SHOP DRAWINGS

- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirements of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.
- 5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS, that he has determined and verified materials, field measurements, field construction criteria and they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

### 6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the WORK within the specified time. Materials and equipment shall be new and of good quality unless otherwise provided by the CONTRACT DOCUMENTS.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.
- 6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or

under a conditional sale contract or other agreement by which an interest is retained by the seller.

#### 7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- 7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.
- 7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.
- 7.5 Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.
- 7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense. The CONTRACTOR shall not cover any portion of the work without proper testing or inspection as required by the CONTRACT DOCUMENTS.
- If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, inspection, observation, testing exposure. and reconstruction and an appropriate CHANGE ORDER shall be issued.

#### 8. SUBSTITUTIONS

8.1 Whenever a material, article or piece of equipment is identified in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, it shall be understood

that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

#### 9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

### 10. SURVEYS, PERMITS, REGULATIONS

- 10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of benchmarks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets. The Contractor shall field verify utility locations and shall be responsible to have public and private utilities located within the areas being disturbed to implement the Work on site.
- 10.2 The CONTRACTOR shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing and any necessary changes shall be adjusted as provided in Section 13. CHANGES IN THE WORK.

#### 11. PROTECTION OF WORK. PROPERTY AND PERSONS

- 11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.
- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

#### 12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK using the Contractor's highest degree of skill and attention as exercised by similar contractors in the Chicago Metropolitan Area. He will be solely responsible for and control the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

#### 13. CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or the

- time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.
- 13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

#### 14. CHANGES IN CONTRACT PRICE

- 14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:
  - (a) Unit prices previously approved.
  - (b) An agreed lump sum.
  - (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.
- 15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES
- 15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.
- 15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.
- 15.3 The parties acknowledge that the CONTRACT TIME is of the essence, and that the OWNER will suffer damages if the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER. It is acknowledged that such damages are difficult to calculate and that the parties agree that the liquidated damages as specified in the BID are reasonable, and are intended as liquidated damages and not as a penalty. In the event the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.
- 15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion

- of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.
- 15.4.1 To any preference, priority or allocation order duly issued by the OWNER.
- 15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
- 15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

#### 16. CORRECTION OF WORK

- 16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.
- 16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

### 17. SUBSURFACE CONDITIONS

- 17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:
  - 17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or
  - 17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.
- 17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.
- 18. SUSPENSION OF WORK, TERMINATION AND DELAY

- 18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension, in accordance with the CONTRACT DOCUMENTS.
- 18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT. including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.
- 18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment in accordance with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or

- awarded by arbitrators in accordance with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seg., then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.
- 18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if not time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

#### 19. PAYMENTS TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. A sworn "Contractor's Affidavit" shall be submitted with each payment request in sufficient form for the OWNER to determine the CONTRACTOR'S right to payment and compliance with the Illinois Mechanic's Lien Each payment request shall include properly executed waivers of lien in conformity with information set forth on a properly completed Contractor's Affidavit. In the event the OWNER is satisfied with the CONTRACTOR'S payment procedures, the OWNER may accept partial waivers of lien of subcontractors and suppliers. If payment is requested on the bases of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment The OWNER will, in accordance with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time,

however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five (5) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.
- 19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK. Provided, however, neither final payment nor release of any remaining retained percentages shall become due and payable unless and until the CONTRACTOR has submitted to the OWNER a Consent of Surety in Final Payment to the issuer of the Payment BOND.
- 19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation of a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment

- made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.
- 19.7 If the OWNER fails to make payment in accordance with the requirements of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

#### 20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BOND.

#### 21. INSURANCE

- 21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
  - 21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
  - 21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
  - 21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees
  - 21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
  - 21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- 21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that the OWNER is an additional non-contributory primary insured and that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

- 21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified.
  - 21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$2,000,000 (or such other sum as may be contained in the Contract Documents) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damage sustained by two or more persons in any one accident.
  - 21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.
- 21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.
- 21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the

WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

#### 22. CONTRACT SECURITY

- 22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sum equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.
- 22.2 The BOND shall also provide for the faithful performance by the CONTRACTOR of the requirements of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq.

### 23. ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

#### 24. INDEMNIFICATION

- 24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's' fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom;' and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or anyone for whose acts of they may be liable.
- 24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way be

- any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- 24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

#### 25. SEPARATE CONTRACTS

- 25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.
- 25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.
- 25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTORS prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entities him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 16.

#### 26. SUBCONTRACTING

- 26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- 26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50) percent of the CONTRACT PRICE, without prior written approval of the OWNER.
- 26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the

- CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER

#### 27. ENGINEER'S AUTHORITY

- 27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory of fabrication plant of the source of material supply.
- 27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

#### 28. LAND AND RIGHTS-OF-WAY

- 28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.
- 28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

#### 29. GUARANTY

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION except that the warranty period for punch list items shall commence on the date of final payment. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and conform to the requirements of the CONTRACT DOCUMENTS, and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the

CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

#### 30. ARBITRATION

- 30.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, for less than \$50,000 shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- 30.2 Notice of the demand for arbitration shall be field in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.
- 30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

#### 31. TAXES

31.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

#### 32. PREVAILING WAGES

32.1 The PROJECT calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the "Act"). The Act requires CONTRACTORS and SUBCONTRACTORS to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the works is to be performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:

http://www.state.il.us/agency/idol/rates/rates.HTM

All CONTRACTORS and SUBCONTRACTORS rendering services on the PROJECT must comply with all requirement of the Act, including but not limited to all wage, notice and record keeping duties.

- 32.2 The prevailing rate of hourly wages applicable for the OWNER has been established by Resolution enacted in accordance with law. A copy of the most current enactment may be obtained from the OWNER
- 32.3 The prevailing rate of hourly wages applicable to the OWNER and to the PROJECT may be revised at any time by the Illinois Department of Labor. Any such revised rates will apply to the PROJECT in accordance with law.
- 32.4 The CONTRACTOR shall submit to the OWNER monthly certified payroll records related to work on the PROJECT, together with a statement verifying that the records are true and accurate and otherwise meeting the requirements of 820 ILCS 130.5.

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# ARGYLE AND TWIN OAKS ROADWAY AND WATER MAIN IMPROVEMENTS

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# ARGYLE AND TWIN OAKS ROADWAY AND WATER MAIN IMPROVEMENTS SPECIAL PROVISIONS

# SP-1 APPLICABLE SPECIFICATIONS

The following Special Provisions supplement the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition; the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 2022 (hereinafter referred to as the Standard Specifications); the Illinois Department of Transportation Standard Specifications for Traffic Control Items, latest edition; and the Manual on Uniform Traffic Control Devices, latest edition. In case of conflict with any part or parts of said Specifications, these Special Provisions shall take precedence.

# SP-2 <u>AWARD, PRECONSTRUCTION CONFERENCE, & ANTICIPATED PROJECT COMMENCEMENT</u>

All bid questions must be submitted by 5:00 pm on February 4, 2025. All questions will be responded to by February 6, 2025, by the end of the day.

Anticipated project award is on February 25, 2025.

Following the award of the Contract, the Contractor will be required to attend a Preconstruction Conference prior to beginning work. At this time, the Contractor will be required to furnish the following:

- A. Written progress schedule
- B. Names of Project Manager and Field Superintendent
- C. Names of Subcontractors and material suppliers
- Name and contact number of person responsible for the installation and maintenance of traffic control
- E. Name of the contact person and emergency phone numbers of the Contractors representative for contact after construction hours.
- F. Construction Staging Plan

Construction staking will be discussed during the preconstruction meeting.

# SP-3 CONSTRUCTION STAKING

Construction staking and layout will be provided by EEI. It is the Contractor's responsibility to confirm all staking (location and grade) prior to construction. Any errors shall be brought to the immediate attention of the Engineer and resolved prior to construction.

#### SP-4 CONTROL OF WORK AND PROSECUTION AND PROGRESS

It is the intent of the Village of Bensenville that the project be constructed in an orderly and timely manner. The Contractor shall take special note of the provisions

of Article 105.06, Article 108.01 Paragraph 2, and Article 108.02 of the Standard Specifications, which shall be adhered to.

The project shall be substantially complete by September 19, 2025, and shall be fully complete by October 17, 2025. Substantial completion is defined as completion of all work with the exception of final restoration. The final completion date for the full improvements shall be governed as set forth in Section 108 - Prosecution and Progress of the Standard Specifications.

As stated in the Contract Documents, liquidated damages in the amount of \$1,275.00 per calendar day will be assessed if the contract completion date is exceeded without authorized extensions.

# SP-5 NOTIFICATION TO UTILITIES

The Contractor shall notify all utility companies including the local electrical, telephone, gas, and the Village of Bensenville, a minimum of 72 hours prior to beginning any construction or taking any preliminary borings. The Contractor shall then have the responsibility to determine from the public utility companies the locations of underground pipes, conduits or cables adjoining or crossing the construction area. The Contractor shall be responsible for any repairs caused by work under this Contract.

# SP-6 LOCATION OF EXISTING UTILITIES

Locations of all utilities shown on the Plans are approximate only and are not necessarily complete. The Contractor shall make his own investigations as to the locations of all existing underground structures, cables, and pipelines. Prior to construction, the Contractor shall contact all utility companies and arrange for location of any utilities they may have in the various areas.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays, inconvenience, or damage. It is also suggested that the Contractor call the concerned utility companies for further information.

The Contractor is responsible to notify utility companies of his time schedule for the construction at or near utility manholes, valves, conduits, etc. The Contractor will coordinate with the utility companies' representative and Owner for adjustment, repair or reconstruction of the utility structures, conduits or piping.

The Engineer will forward plans to the public utility companies for their review. However, it is ultimately the responsibility of the Contractor to coordinate with the utility companies to maintain the project schedule. All costs associated with the coordination and work needed to be completed by the public utility companies in order for the Contractor to complete the water main installation are considered incidental to the project.

# SP-7 PERMITTING

The Village of Bensenville has obtained or will obtain the following necessary permits/sign-offs:

#### IEPA Water Construction Permit

The Village has paid any application fees associated with these permits. However, it is the Contractors responsibility to request a copy of these permits/sign-offs, read these permits and comply with their provisions.

The Contractor will also be required to obtain registration permits with the Village of Bensenville.

No work shall begin prior to receipt of all required permits.

# SP-8 KEEPING ROADS OPEN TO TRAFFIC

Signage should be placed according to the Traffic Control Standards. Provisions shall be made so that access to residences and businesses is maintained. All work associated with the above shall be considered incidental to TRAFFIC CONTROL AND PROTECTION.

If during construction it is deemed necessary to temporarily close a road, the Engineer shall be notified a minimum of 72 hours in advance so that residents, local agencies and emergency responders can be properly notified. All roads shall be open to traffic at the end of each working day.

Road closures a maximum of one block in length will be allowed only during working hours. No overnight road closures or closures during the weekend will be allowed. Detours routing traffic around the block may need to be provided and shall be incidental to TRAFFIC CONTROL AND PROTECTION. Access to local traffic (i.e., residents who live on said block, school buses, garbage pickup, U.S. Postal Service, or other delivery service) and emergency responders will need to be accommodated.

# SP-9 NOTIFICATION TO RESIDENCES

The Contractor shall assist the Village with notifications to residences regarding water service shutdown and/or limited access during construction. Residents must be notified at least 48 hours in advance of any water shutdowns or access limitations.

#### SP-10 ACCESS TO RESIDENCES

Existing access to residences shall be accessible at all times. If the Contractor anticipates temporarily blocking an access, notification should be provided to the Village at the preconstruction meeting. A minimum of 48 hours' notice shall be provided prior to access loss.

Temporary access shall be maintained to each residential or commercial driveway and mailbox with a compacted aggregate surface course or asphalt millings. The grade and slope shall match the existing driveway pavement prior to removal. Temporary driveway and mailbox access installation and removal shall be considered incidental to the contract as directed by the Engineer.

# SP-11 INSURANCE REQUIREMENTS

Prior to Owner signing a Contract with the CONTRACTOR, the CONTRACTOR shall furnish Certificates of Insurance which meet the insurance requirements noted in Section 21 in the general conditions and as noted herein:

The Village (including its Officials, Employees, and Volunteers), DuPage County (including its Officials, Employees, and Volunteers), Engineering Enterprises, Inc. (including its Agents, Subcontractors, and Employees), and all property owners whose land will be disturbed by the water main installation shall be endorsed onto the policy as additional insured.

No endorsement or additional forms shall modify or limit the coverage provided to the additional insured. Coverage shall be afforded on a primary basis for additional insured.

#### SP-12 CERTIFIED PAYROLL REQUIREMENTS

Pursuant to Public Act 100-1177: The Contractor must electronically submit Certified Payroll for the project to the Illinois Department of Labor's web portal: <a href="https://www2.illinois.gov/idol/Laws-">https://www2.illinois.gov/idol/Laws-</a> Rules/CONMED/Pages/certifiedtranscriptofpayroll.aspx.

#### SP-13 TAX EXEMPTION

This project will be tax exempt. The Village's tax-exempt number will be provided to the Contractor after the Contract is awarded.

# SP-14 RESPONSIBILITY FOR CONTRACT CLAIMS

The Contractor shall indemnify and save harmless the Village of Bensenville, Engineering Enterprises, Inc. and all employees and servants thereof, against all loss, damage or expense sustained as a result of any suits, actions or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing work under this Contract, which may arise in connection with the work to be performed under this Contract.

It is solely the responsibility of the Contractor to provide a safe work environment for both workers on site and the traveling public, at all times until such a point where the Village has accepted the improvements set forth in this Contract and any additional work items added by Change Order.

#### SP-15 COOPERATION WITH OTHER CONTRACTORS

The Contractor shall cooperate with other Contractors that are working on/or near any portion of the project site. The Contractor shall schedule his construction to minimize conflicts in common work areas and to maintain continuity in construction and traffic management. Contractor will be given the names of other Contractors who will work on/or near the project site. It is the Contractor's responsibility to contact each Contractor and coordinate the sequence of work with them.

# SP-16 TREE ROOT PRUNING

This item shall be performed in accordance with Section 201 of the Standard Specifications. All tree root pruning shall be done under the direct supervision of the Engineer and a certified arborist.

Tree pruning, if required, shall be considered incidental to the Contract.

# SP-17 PROTECTION OF TREES

This work shall be in accordance with the latest edition of the Illinois Urban Manual. The Contractor shall exercise care so as not to damage trees outside the limits of construction as shown on the drawings or as determined by the Engineer. Any trees so damaged shall be immediately treated with an approved sealant as directed by the Engineer.

Tree protection, if required, shall be considered incidental to the Contract.

#### SP-18 TREE REMOVAL

TREE REMOVAL shall be performed in accordance with Section 201 of the Standard Specifications (including stump removal) and as indicated on the contract drawings and shall be paid for at the contract unit price per unit of diameter for TREE REMOVAL, of the size specified. No tree shall be removed until it has been marked for removal by the Engineer. The Engineer will coordinate all removal and replacement correspondence with the residents.

#### SP-19 CLEARING, BRUSH, AND TREE REMOVAL

This work shall consist of cutting, trimming, and removal of brush and trees at the locations shown on the plans. CLEARING, BRUSH, AND TREE REMOVAL shall be performed in accordance with Articles 201 of the Standard Specifications, the details on the plans, and as modified herein.

This work will be paid for at the contract unit price per acre for CLEARING, BRUSH, AND TREE REMOVAL, which price shall be payment in full for completing the work as specified, including any staging necessary.

#### SP-20 EROSION CONTROL

Erosion control measures shall be required as shown on the Plans or as deemed necessary by the Engineer and shall be in compliance with the most recent revisions to the Illinois Urban Manual. It should be noted that inlet protection is required as shown on the plans.

All areas disturbed during construction shall be seeded or sodded as soon as possible after final grading and within the time constraints identified in the Stormwater Pollution and Prevention Plan within the plan set. All temporary seeding shall be considered included in the contract unit price per square yard of RESTORATION. The Contractor will be responsible for cleaning the pavement, drainage structures, swales, storm sewers and culverts prior to final acceptance and at such times during construction as necessary to maintain drainage and protect adjacent property. This work shall be considered incidental to the Contract.

# SP-21 TEMPORARY EROSION CONTROL SEEDING

If required by the Engineer or Village, temporary erosion control seeding shall be applied per the Stormwater Pollution Prevention Plans and the Seeding Information and Schedule and as deemed necessary by the Engineer. All areas disturbed during construction shall be temporarily seeded as soon as possible. Fertilizer or mulch will not be required for this seeding.

This work will be considered incidental to the Contract.

#### SP-22 CONNECTION TO EXISTING WATER MAIN

The Contractor shall make the connection to the existing water main at the location shown on the drawings, and in the manner detailed.

Two water main connections are required for this project:

- 1. Argyle Street (At Marshall Road)
- 2. Stoneham Street (At 1008 Stoneham Street)

All water main connections shall be limited to a 4-hour shutdown duration.

Where the connection of new work and old require interruption of services and notification of customers affected, the superintendent of the Utility (Village), the Engineer and the Contractor shall mutually agree upon a date and time for connections which will allow ample time to assemble labor and materials, and to notify all customers affected. Customers shall be notified at least 48 hours prior to being taken out of service.

Valves on existing mains shall not be operated by the Contractor (unless otherwise authorized by the Village) and will be closed and opened only by the employees of the Village's Public Works Department.

The Contractor shall expose the water main to be connected and shall confirm the size and type of piping present at each location. The Contractor shall obtain the necessary materials required to make the proper connections. The Contractor shall not proceed until they have all the required materials on site.

The Contractor shall provide disinfection in accordance with IEPA requirements and AWWA Std 651-14 section 4.11 (refer to sheet 3 of the plans).

Once the new water mains have been tested and approved for service then the Contractor shall, under the direction of the Engineer and Village, place the new water main in service.

This work will be paid for at the contract unit price per each for CONNECTION TO EXISTING WATER MAIN for size specified, which price shall include all equipment, labor, connecting pipe, rounded stone bedding and other materials, (not listed for payment separately), required to make proper connections of the existing water mains to the proposed water main. Any water main required to complete the connection on the existing water main (adjacent to the tee or sleeve) shall be considered incidental to the CONNECTION TO EXISTING WATER MAIN of the size specified and will not be measured for payment separately unless otherwise specified in the plans.

Ductile Iron Fittings required for these connections will be paid for at the contract unit price per pound for DUCTILE IRON FITTINGS. Dewatering, if required, shall be considered incidental to the Contract.

Any trench backfill required to connect to the existing water main shall be considered incidental to the CONNECTION TO EXISTING WATER MAIN pay item.

# SP-23 DEWATERING

Dewatering, as required, will be considered incidental to the Contract.

#### SP-24 PIPE INSTALLATION FOR WATER MAINS

Pipe shall be installed in accordance with the Standard Specifications for Water & Sewer Main construction in Illinois and manufacturer's instructions for installing the type of pipe specified.

All water main shall be zinc-coated and wrapped with polyethylene in accordance with AWWA/ANSI C105/A21.5, Method A. When lifting polyethylene-encased pipe, a fabric type sling or a suitably padded cable or chain shall be used to prevent damage to the polyethylene. Any damage to the polyethylene wrap shall be taped with a polyethylene adhesive tape. Excess damage to the polyethylene encasement will result in a new polyethylene tube for that pipe.

Brass wedges shall be installed at each push joint for electrical conductivity. Wedges shall be installed 180° apart. Two (2) wedges shall be installed per joint

for water main up to 12" and two (2) pairs of two (2) wedges shall be installed per joint on water main larger than 12".

Excavation and backfill for water mains shall conform to the typical sections shown in the plans and shall conform to the provisions of Sections 20, 21 and 22 of the Standard Specifications for Water & Sewer Main construction in Illinois.

The trench, unless otherwise specified, shall have a flat bottom. The pipe shall be laid on sound soil cut true and even so that the barrel of the pipe will have a bearing for its full length. Bell holes shall be excavated for joints. Any part of the trench excavated below grade shall be corrected with an approved material and thoroughly compacted. If trench backfill is required, then the pipe shall be laid on 4 inches of bedding stone graded true and even so that the barrel of the pipe will have a bearing for its full length.

Earthen backfill (not including topsoil placement) shall be compacted in lifts not exceeding 1 foot (loose measure) to a minimum 90% modified proctor density (ASTM-1551).

When water is encountered in the trench, it shall be removed during pipe laying and jointing operations. Provisions shall be made to prevent floating of the pipe. Trench water shall not be allowed to enter the pipe at any time. Dewatering, if required, shall be considered incidental to the Contract.

This work shall be paid for at the contract unit price per foot for WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP of the size specified, which price shall include all necessary labor, material, and equipment to install the water main, including, but not limited to providing and installing the pipe, polyethylene wrap, blocking, bedding stone and other materials (not listed for payment separately). Any trench backfill required for the water main installation shall be considered incidental to the WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP of the size specified.

#### SP-25 GATE VALVE & VALVE VAULT

The gate valves shall be suitable for ordinary water works service, intended to be installed in a normal position on buried pipelines for water distribution systems.

Gate valves to be supplied shall be Resilient Seated Gate Valves. The valves shall be manufactured to meet all applicable requirements of AWWA Standards for Resilient Seated Gate Valves C-515. Valves twelve inch (12") and smaller shall be bubble tight at 250 psi water working pressure.

Each valve shall have maker's name, pressure rating and year in which manufactured cast on the body. Prior to shipment from the factory, each valve shall be tested by hydrostatic pressure equal to twice the specified working pressure.

Gate Valves shall have a non-rising stem, shall have a standard operating nut and shall open in a counter-clockwise direction. Gate valves shall be Mueller A-2360 non-rising stem, resilient wedge gate valves (Village of Bensenville standard) in accordance with AWWA C-515 Standard. All gate valves shall be in valve vaults.

Gate Valves shall be installed with Wedge Action Retainer Glands.

Valve Vaults shall be reinforced concrete in accordance with ASTM C478 and C443. Valve vaults shall be 48" for valves 8" in diameter and smaller and 60" for valves 10" or larger. Valve vault frames shall be IDOT Type 1 (Standard 604001), and all lids shall have "Village of Bensenville" and "Water" cast into them.

Valve vaults shall be adjusted with precast concrete adjusting rings to a maximum of eight (8") inches. No more than two adjusting rings are allowed.

Trench Backfill needed to complete the Gate Valve and Valve Vault shall be considered incidental to GATE VALVE & VALVE VAULT.

This work shall be paid for at the contract unit price each for GATE VALVE & VALVE VAULT of the size specified which price shall include all labor, material, and equipment to provide and install the valve, valve vault and backfill material as detailed in the plans.

# SP-26 FIRE HYDRANT ASSEMBLY

Hydrants shall be manufactured to the latest and best design conforming to the current AWWA Specifications C-502, "Standard for Dry Barrel Fire Hydrants" and shall be of the breakaway style traffic design.

Hydrants shall be easy and economical to install and maintain, shall incorporate no parts requiring field adjustment, and shall place nozzle at least eighteen inches (18") above the hydrant ground line to fully comply with the National Fire Protection Association, Fire Protection Handbook, 13th Edition.

Hydrants shall be equipped with automatic drain.

All Contractors/suppliers shall include (A) a detailed drawing to include a parts list indicating the material construction and applicable ASTM Standards for each part or item; and (B) flow data for the proposed hydrant if requested.

Fire hydrants shall be in accordance with Section Four (4) of AWWA C502-54 standard and shall be a Mueller Super Centurion Model No. 250 A-423 with one 4 ½" steamer nozzle and two 2 ½" hose outlets, of which the threads conform with the standards of the Village of Bensenville, Illinois. All hydrants shall have an auxiliary gate valve. Hydrant installations shall have a minimum 5.5' depth of cover. All hydrants connected to the potable water main shall be painted with primer and two coats of red Pennsbury hydrant hide 9060 or Imron 7440.

Hydrants shall be installed in accordance with applicable provisions of Section 45 of the Standard Specifications for Water and Sewer Main Construction.

All valve boxes shall be cast iron, two (2) piece 5½" shafts. All valve boxes shall be a Trench Adapter by American Flow Control. Lids to be marked "Water" (valve box extensions if required are considered incidental). Valve box extensions, if required, are considered incidental to the cost of the FIRE HYDRANT ASSEMBLY, 6-INCH MJ.

Ductile iron tees located at the main required to install the hydrants shall be paid for at the contract unit price for DUCTILE IRON FITTINGS.

The 6" ductile iron pipe extending to the hydrant is considered incidental to the cost of the FIRE HYDRANT ASSEMBLY, 6-INCH MJ.

This work shall be paid for at the contract unit price each for FIRE HYDRANT ASSEMBLY, 6-INCH MJ, which price shall include all labor, material, and equipment to provide a properly functioning fire hydrant, including, but not limiting to, providing and installing the hydrant, the valve, valve box, the connection pipes, backfill material, fiberglass hydrant marker, and thrust block as detailed in the plans.

If hydrant extensions are required to meet the proposed grade, those extensions shall be considered incidental to the cost of the FIRE HYDRANT ASSEMBLY, 6-INCH, MJ.

# SP-27 WATER MAIN PROTECTION

This work consists of installing water main protection as detailed in the plans or as otherwise required during the course of the work, in accordance with IEPA requirements. The ends of any casings used for water main protection shall be sealed with brick and mortar.

This work will be paid for at the contract unit price per foot for WATER MAIN PROTECTION, of the size and type specified, which shall include all material, labor and equipment to complete the work. Water main located within the casing pipe shall be paid for at the contract unit price per foot for WATER MAIN, D.I.P., CLASS 52, WITH POLYETHYLENE WRAP of the size specified.

# SP-28 <u>DUCTILE IRON FITTINGS</u>

This work will be paid for at the contract price per pound of DUCTILE IRON FITTINGS which includes all material and labor necessary for installation. Any fittings beyond those indicated in the plans required to install the water main in accordance with the plans are considered incidental to the cost of the WATER MAIN. Weight of fittings on the Bid Schedule does not include weight of mechanical joint accessories.

# SP-29 MECHANICAL JOINT ACCESSORIES

Mechanical Joint Accessories, consisting of, but not limited to, gaskets, glands, retainer glands and bolts, are considered INCLUDED in the cost of DUCTILE IRON FITTINGS. All vertical water main adjustments shall be accomplished by deflection, not bends in the water main. However, if fittings are necessary to lower the water main to avoid conflicts with other existing utilities and provide for water main protection, then they are considered INCLUDED in the cost of WATER MAIN. Weight of fittings on the Bid Schedule does not include weight of accessories. All bolts, nuts and washers shall be stainless steel.

# SP-30 RETAINER GLANDS AND FIELD LOK GASKETS

All mechanical joint fittings, valves and hydrants shall be restrained with retainer glands.

Retainer glands shall be UNI-FLANGE SERIES 1400 Wedge Action retainer gland MEGALUGS. In addition to the "megalug" style retaining glands to be used at all mechanical joint fittings, each branch of a tee shall require the gasket at each joint one pipe length beyond the fitting shall be a Field Lok 350 gasket or approved equal.

Restrained joints shall be installed per the following requirements:

The following are the minimum restrained joint length that must be satisfied in addition to the thrust blocking for water main with polyethylene wrap:

Minimum Restrained Length on Each Side of Fitting (ft)				
	8"	10"	12"	16"
11.25° Horizontal Bend	5	6	7	10
22.5° Horizontal Bend	10	12	15	19
45° Horizontal Bend	21	25	30	39
Water Main Lowering	56	69	83	111
Dead End	59	71	85	112

Minimum Length of Tee branch to be Restrained (ft)					
6" 8" 10" 12" 16"					16"
8" Tee Run X Branch	36	52			
10" Tee Run X Branch	33	50	65		
12" Tee Run X Branch	31	49	63	78	
16" Tee Run X Branch	27	45	60	76	105

Minimum Restrained Length of Larger Pipe Side (ft)				
8" 10" 12"				
Reducer: 10" X	24			
Reducer: 12" X	45	25		
Reducer: 16" X	82	67	48	

The restrained joints shall be incidental to the cost of the water main.

The cost of Field Lok gaskets shall be paid for at the contract unit price for FIELD LOK GASKET of the size specified.

The cost of furnishing and installing retainer glands is considered incidental to the project.

# SP-31 THRUST BLOCKING

Blocking to prevent movement of lines under pressure at bends, tees, caps, valves, plugs and hydrants shall be precast concrete blocking (not poured in place), a minimum of twelve inches (12") thick, placed between undisturbed earth and the fittings, and shall be anchored in such a manner that pipe and fitting joints will be accessible for repairs. The Engineer shall witness all thrust blocking prior to backfilling the water system improvements. Should the system be backfilled prior to inspection, the blocking will have to be excavated by the Contractor for inspection. The cost of thrust blocking is considered incidental to the project.

# SP-32 SOIL CERTIFICATION

The completed IEPA LPC-662 form will be provided along with all necessary attachments.

The Contractor will be responsible for locating a receiving facility (CCDD or Soil Only) or other disposal site for all uncontaminated material/soil. Any required paperwork, analysis, etc. required by said receiving facility above and beyond what has been provided shall be acquired by the Contractor at the Contractor's expense.

The Contractor shall provide the documentation at the Engineer's request and shall at a minimum provide copies of said paperwork/analysis, load tickets and receiving facility or disposal site sign-offs for each load of uncontaminated soil disposed.

There are 3 general classifications of soil that have been identified:

- 1. Certified for disposal at a CCDD or Soil Only Facilities (i.e., uncontaminated)
- 2. Exceeds pH requirements of CCDD or Soil Only Facilities but does not exceed the maximum allowable concentration of contaminates for CCDD or Soil Only Facilities (i.e., uncontaminated).
- 3. Exceeds maximum allowable concentration of contaminates for CCDD or Soil Only Facility (see NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL)

Excavation and disposal of uncontaminated excavated material, regardless of pH value, shall be paid for as described within the given standard specifications and Special Provisions of the specified pay items. If not specified within the special provision for a specified pay item, then all labor, material, and equipment required to perform this work is considered incidental to the Contract.

Any excavated material found to be contaminated shall be paid for as NON-SPECIAL, NON-HAZARDOUS WASTE DISPOSAL of the type specified, as described within the given special provision.

# SP-33 HOT-MIX ASPHALT PAVEMENT REMOVAL (VARIABLE DEPTH)

This work shall be completed according to Article 440 of the Standard Specifications and the following Special Provisions:

It is the intent of the Contract to replace existing mountable curb with barrier curb. As such, the grade of the edge of pavement will vary from the existing edge of pavement grade. The Contractor will perform curb and gutter removal and replacement to the grades shown on the plans prior to pavement removal. The new edge of pavement for the replacement curb will become the new grade for the edge of pavement, (minus ¼ inch HMA lip over the gutter flag), for the proposed six-inch thick HMA roadway.

Pavement removal shall consist of the existing HMA pavement in its entirety, plus any required aggregate base removal required to meet the specified cross slopes of the proposed pavement.

The Contractor will perform pavement removal with a self-propelled milling machine per Article 1101.16 of the Standard Specifications. The milling machine will be capable of detecting the elevation of the replacement gutter flag and shall provide pavement removal at a slope of two percent upward from said gutter flag at a depth of five and three quarters inches, (for allowance of six inches of proposed pavement). In any case where curb and gutter is lower on one side of the road than the other, the lowest side shall be milled at two percent from the gutter flag to the crown. The opposing side shall be milled to match the opposing gutter flag at a depth of five and three quarters inches, (for allowance of six inches of proposed pavement). The Contractor shall review the grades shown on the plans to determine whether or not one curb is lower than the other and shall direct pavement removal operations accordingly.

In locations where milling of the existing pavement leaves remnants of the original HMA roadway, these remnants shall be completely removed in a separate pass of the milling machine in order to preserve other cross slopes of the proposed roadway. The proposed grade shall be restored by addition of crushed aggregate of a CA-06 gradation. This aggregate shall be measured in tons for AGGREGATE BASE REPAIR.

Immediately upon completion of pavement removal in front of any driveway apron, access shall be restored over the curb and gutter by means of compacted CA-06 aggregate. This aggregate shall be removed immediately in front of binder course paving. The cost of installing, maintaining, and removing this temporary access shall not be paid for separately, but shall be included in the cost of HOT MIX ASPHALT PAVEMENT REMOVAL, (VARIABLE DEPTH).

HOT MIX ASPHALT PAVEMENT REMOVAL, (VARIABLE DEPTH) shall be measured in square yards of the original HMA pavement to be removed. This area shall include the entire existing pavement area to be removed, regardless of depth of removal required to achieve the proposed pavement grades.

# SP-34 HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH)

This work shall be in accordance with Section 440 of the Standard Specifications insofar as applicable and the following provisions.

This work shall consist of the removal of the existing hot-mix asphalt surface and existing aggregate base course to a depth as specified below (including all loose and defective surface), and as directed by the Engineer, in preparation for hot-mix asphalt surfacing. The depth of Hot-Mix Asphalt Surface Removal (Variable Depth) shall be sufficient as to place Leveling Binder and Hot-Mix Asphalt Surface Course in accordance with the plans and specs. The locations and depths of Hot-Mix Asphalt Surface Removal (Variable Depth) are generally as follows:

 Twin Oaks Street – Removal Depth will vary from one (1) inch at the center line of the roadway and increased linearly to a depth of two and three quarters (2.75) inches at the flag of the curb line.

Hot-Mix Asphalt Surface Removal (Variable Depth) shall be measured in place and the areas computed in square yards. The area measured shall be the actual areas required as directed by the Engineer. If additional pavement is removed or damaged due to negligence on the part of the Contractor, the additional quantities shall not be measured for payment.

This work shall be measured and paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH).

#### SP-35 REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL

This work shall consist of removal and disposal of unsuitable material as directed by the Engineer.

Following pavement removal, the entire remaining base course shall be proof rolled with a fully loaded semi with a net weight not less than twenty-two tons. The Contractor shall provide a weight ticket to verify the new weight of the designated vehicle utilized for the proof roll.

Failing locations of unsuitable material shall be marked out for removal at a depth designated by the Engineer. The Contractor shall remove designated materials offsite at a location chosen by the Contractor.

Following removal of unsuitable materials, the Contractor shall place geotextile fabric in the bottom of the excavation, wrapping the geotextile fabric up the sides of the excavation to the top of the proposed aggregate base course.

Aggregate shall be replaced on top of the geotextile fabric in accordance with the special provision for AGGREGATE SUBGRADE IMPROVEMENT.

All work for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL shall be measured in place for payment in cubic yards.

Payment for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL shall include all costs for excavation, removal, and complete disposal of unsuitable material as determined by the Engineer. Replacement aggregate shall be paid for in tons for AGGREGATE SUBGRADE IMPROVEMENTS.

# SP-36 AGGREGATE SUBGRADE IMPROVEMENT

This work shall consist of placing and compacting aggregate in locations designated by the Engineer for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL.

Replacement aggregate shall consist of three-inch open graded aggregate, capped with approximately three inches of CA-06 gradation crushed aggregate, compacted to the satisfaction of the Engineer. In cases of six-inch undercuts, enough CA-06 aggregate shall be added to provide a smooth aggregate surface for paving of binder course.

This work shall be paid for by tons of three-inch aggregate for AGGREGATE SUBGRADE IMPROVEMENT. Any required CA-06 gradation required for capping to provide a smooth aggregate surface for paving of binder course shall be paid for in tons for AGGREGATE BASE REPAIR.

#### SP-37 PREPARATION OF BASE

This work shall be in accordance with Article 358 of the Standard Specifications, and the following Special Provisions:

It is the intent of the Contract to provide a two percent cross slope to the lowest gutter flag across any given section of pavement according to Article 358.04(b) of the Standard Specifications. The remaining section of base course shall be graded to match the opposing curb flag and provide a minimum of six-inches of HMA pavement.

This work shall be paid for in square yards for PREPARATION OF BASE of the proposed pavement area, as defined by the proposed edges of the replacement gutter flags.

# SP-38 AGGREGATE BASE COURSE REPAIR

This work shall be in accordance with applicable sections of Article 358 of the Standard Specifications.

Aggregate shall be crushed virgin limestone, graded to a CA-06 gradation, or approved equal.

This work shall be paid for in tons for AGGREGATE BASE COURSE REPAIR as required to achieve the proposed roadway for six inches of proposed HMA pavement.

# SP-39 REMOVAL AND DISPOSAL OF EXCAVATED MATERIAL ("UNCONTAMINATED SOIL")

Any excavated material that meets the requirements of disposal at a CCDD facility and not needed for backfill or embankment shall be removed and disposed of off the site at a location or locations provided by the Contractor. The cost of removal, transportation, and disposal of the excavated material ("uncontaminated soil") is considered incidental to the pay item requiring excavation.

A signed LPC-662 will be provided. Any additional testing or documentation necessary to dispose of the material shall be the Contractor's responsibility.

If the Contractor chooses to dispose of the material at a permitted CCDD facility, the Contractor shall coordinate with said facility or facilities prior to bidding to determine if the information provided is adequate. The Engineer should be informed immediately of any deficiencies.

Clean Construction and Demolition Debris (CCDD): All removal or excavation items being disposed of at an uncontaminated soil fill operation or Clean Construction and Demolition Debris (CCDD) fill site shall meet the requirements of Public Act 96-1416. All cost associated with meeting these requirements shall be included in the unit price for the associated items in the Contract that require removal and disposal of CCDD and uncontaminated soil. Contractor costs shall include but are not limited to state and local tipping fees.

#### SP-40 NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1

Any excess excavated material that does not meet the requirements for disposal at a CCDD facility and not needed for backfill or embankment shall be removed and disposed of at a permitted receiving facility (i.e., landfill) provided by the Contractor or other approved location. The cost of removal, transportation and disposal of the non-special, non-hazardous soil will be paid for at the contract unit

price per cubic yard for NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1. Documentation from the permitted receiving facility indicating date, time, weight, driver, truck number, etc. shall be provided to the Engineer as requirement for payment for this work item.

Based on the information provided in the LPC-663, there are exclusion zones identified that will not be accepted with the LPC-663. Different measures must be taken for onsite testing or disposal of soils in the exclusion zones. Generally, it is not anticipated that any contaminated material will be encountered; however, if any material is rejected from the CCDD facility it shall be brought back to the site or other location as determined by the Engineer. At that time, the Engineer will determine the level of testing required for necessary disposal of NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1. All testing shall be paid for by the Village of Bensenville.

Any cost to the contractor for additional hauling, dumping, airing out soil, reloading, etc. shall be considered in the unit price per cubic yard for NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 1.

# SP-41 NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 2

Any excess excavated material that does not meet the requirements for disposal at a CCDD facility and not needed for backfill or embankment shall be removed and disposed of at a location owned by the Village of Bensenville. The cost of removal, transportation and disposal of the non-special, non-hazardous soil will be paid for at the contract unit price per cubic yard for NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 2. Measurement and/or cross sections of the dumped material at the Village of Bensenville facility will be required for payment for this work item.

Based on the information provided in the LPC-663, there are exclusion zones identified that will not be accepted with the LPC-663. Different measures must be taken for onsite testing or disposal of soils in the exclusion zones. Generally, it is not anticipated that any contaminated material will be encountered; however, if any material is rejected from the CCDD facility it shall be transported to the Village's designated location.

Any cost to the contractor for additional hauling, dumping, etc. shall be considered in the unit price per cubic yard for NON-SPECIAL, NON-HAZARDOUS SOIL WASTE DISPOSAL – TYPE 2.

#### SP-42 TRENCH BACKFILL

Trench Backfill shall be in accordance with Section 208 of the IDOT Standard Specifications except that the initial and final trench backfill shall be <u>CA-7 capped</u> with 18.5 inches of CA-6 up to grade, meeting the requirements of Article 1004 of the Standard Specifications for Road and Bridge Construction. The top 6.5 inches of CA-6 shall be removed prior to patching and shall be included in the cost of

patching. The CA-7 shall be crushed limestone. Trench backfill shall be incidental to the pay item being installed.

Trench Backfill shall be required for all water main, inlets, manholes, and storm sewer where any portion of the trench lies under or within 2' of existing or proposed streets, sidewalks, bike paths, curb & gutter, aggregate shoulder and driveways. All CA-6 placed in such trenches shall be mechanically compacted in maximum one-foot lifts.

Trench Backfill will <u>not</u> be paid for separately but shall be included in the cost of the item requiring backfill, which includes, but is not limited to, water main, sewers, services, hydrants, structures, and exploratory excavations.

#### SP-43 FOUNDATION MATERIAL

Foundation Material shall be in accordance with Section 20 of the Standard Specifications for Water & Sewer Main construction in Illinois except that the foundation material shall be CA-7, meeting the requirements of Article 1004 of the Standard Specifications for Road and Bridge Construction. Foundation material shall be measured for payment as described in Section 20 of the Standard Specifications for Water & Sewer Main Construction in Illinois.

# SP-44 EXPLORATORY EXCAVATION

This item shall consist of excavating a trench at locations as directed by the Engineer and shown in the plans for the purpose of locating existing water services, sanitary sewer lines, or utility conflicts within the construction limits of the proposed improvements.

The trench shall be deep enough to expose the existing utility to be located. The width of the trench shall be sufficient to allow proper investigation to determine the depth and condition of the utility.

The Contractor shall familiarize himself with the locations of all underground utilities of facilities as outlined in Article 107.31 of the Standard Specifications and shall save such facilities from damage.

The exploratory excavation shall be backfilled with trench backfill meeting the requirements of the Standard Specifications and these Special Provisions, the cost of which shall be included in the item EXPLORATORY EXCAVATION.

This item shall include ALL labor and material necessary to saw cut and remove the pavement, excavate and backfill the hole with approved backfill material, and to maintain the trench so as to be safely passable to the motoring public.

All materials used to backfill the excavated area, top off the trench, or repair any damaged utilities shall conform to the appropriate specifications as noted by this Contract or as approved by the Engineer.

All materials resulting from this work shall be disposed of at the Contractor's expense, outside the limits of the job, at locations acceptable to the Engineer and in accordance with Section 107.01 of the Standard Specifications, as amended by Public Act 90-761.

This item shall be measured for payment per each location as designated by the Engineer regardless of length of the trench or the depth necessary to obtain the required data for the existing utility. No additional compensation will be allowed for any delays, inconvenience or damage sustained by the Contractor in performing the work.

This work will be paid for at the contract unit price per each for EXPLORATORY EXCAVATION which price shall include all labor, materials, and equipment necessary to complete the work.

# SP-45 HYDROSTATIC TESTS AND DISINFECTION OF THE WATER MAIN

The Contractor shall perform Hydrostatic Tests in accordance with Division IV, Section 41 of the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition, and applicable provisions of AWWA C-600 and C-603. The water mains shall be pressure tested at 150 PSI. The test pressure shall not drop more than 2 psi for the duration of the test. Allowable leakage shall be as set forth in AWWA C-600 latest edition. The duration of the test shall be for two hours minimum.

The Contractor shall supply the gauge for the test. The gauge should be of good quality and condition, and be fluid filled. The gauge should have large enough range for the pressure being tested and should be capable of reading a minimum pressure of one (1) psi. The testing length shall be limited to 1000 foot. If more than 1000 foot of water main is tested, the allowable leakage will be based upon 1000 foot. The Village Engineer and Village will need to witness the zeroing out of the gauge prior to the test.

All water main shall be pre-pressure tested prior to the actual test the Village Engineer and the Village witnesses.

Upon completion of the newly laid water main, the water main shall be disinfected in accordance with the American Water Works Association, Procedure Destination, AWWA C-651. The Contractor is responsible for collecting samples and having bacteriological testing performed as required by the Illinois Environmental Protection Agency. The Village and Engineer shall be present when the samples are taken.

The Contractor shall contact the Village Engineer to schedule operation of valves, flush and fill, pressure test, chlorination, and sampling. The Village Engineer will contact the Village accordingly. The Contractor shall provide 48 hours notice prior to performing any of these work items. The following activities must be scheduled with the Village Engineer on independent days:

- ✓ Flush and fill (Water main/service shall then be pre-tested.)
- ✓ Pressure Test (The gauge shall be zeroed out before the start of the test.)
- ✓ Chlorination
- √ 1st Day of Sampling
- ✓ 2nd Day of Sampling

Water samples collected on two (2) successive days from the treated piping system shall show satisfactory bacteriological results. Bacteriological analyses must be performed by a laboratory certified by the IEPA and approved by the Engineer.

Should the initial treatment result in an unsatisfactory bacterial test, the original chlorination procedure shall be repeated by the Contractor until satisfactory results are obtained.

The Contractor shall furnish to the OWNER the required documentation, test results, etc., required by the IEPA for placing the water main in service.

This work will be paid for at the contract unit price per lump sum for HYDROSTATIC TESTS AND DISINFECTION OF THE WATER MAIN which price shall include all necessary labor and materials to pressure test, disinfect, and test the water main, all as required to place the water main in service in accordance with the IEPA regulations.

# SP-46 WATER SERVICE

The tap, corporation stop, curb stop and curb box, joint materials and other required fittings, trench backfill and installation necessary to connect the existing water services to the newly installed water main are considered as part of this item and shall be paid for at the contract unit price per each for WATER SERVICE CONNECTION of the size specified.

B-box removal shall be considered as part of this item and shall be paid for at the contract unit price per each for WATER SERVICE CONNECTION of the size specified.

The installation of the type "K" copper service pipe shall be paid for at the contract unit price per FOOT for WATER SERVICE LINE of the type and diameter specified, and shall include the earth excavation, preparation of bedding, trench backfill, and delivery and installation of materials necessary to complete this work. The water service line shall be continuous with no intermediate unions.

#### SP-47 DISCONNECT AND ABANDON EXISTING WATER MAIN

The Contractor shall disconnect and abandon the existing water main at locations shown on the drawings and in the manner detailed.

Disconnecting and abandoning the existing water main shall only occur after the successful chlorination of the new water main and after all water services have been transferred to the new water main.

Disconnecting the existing water main may require interruption of services. The Utilities Supervisor (Village), the Engineer, and the Contractor shall mutually agree upon a date and time for disconnections which will allow ample time to assemble labor and materials and to notify all customers affected. Customers shall be notified at least 48 hours prior to being taken out of service.

The Contractor shall not operate valves on existing mains (unless otherwise authorized by the Village) which shall be closed and opened only by the employees of the Village's Public Works Department.

No valve operation is allowed without a minimum of 48-hour notification to the Village Engineer (EEI). Accordingly, the Village Engineer will coordinate with the Village's Public Works Department. All scheduling should be done by contacting the Village Engineer.

The Contractor shall expose the water main to be disconnected and shall confirm the size and type of piping present. The Contractor shall obtain the necessary materials required to make a proper disconnection. The Contractor shall not proceed until he has all the required materials on site. The Contractor shall limit the time for disconnections to four (4) hours. In no case shall a customer(s) be out of service overnight.

Once the new water mains have been tested and approved for service then the Contractor shall, under the direction of the Engineer and Village, place the new water main in service. At such time, the existing pipe that is to be abandoned shall be disconnected.

The Contractor shall provide disinfection in accordance with IEPA requirements and AWWA Std 651-14 section 4.11 (refer to sheet 3 of the improvement plans).

This work will be paid for at the contract unit price per each for DISCONNECT AND ABANDON EXISTING WATER MAIN of the size specified, which price shall include all equipment, labor, removal and disposal of abandoned pipe, rounded stone bedding, trench backfill, and other materials (not listed for payment separately) required to properly disconnect existing water mains. Ductile Iron Fittings required for these disconnections will be paid for at the contract unit price per pound for DUCTILE IRON FITTINGS. Dewatering, if required, shall be considered incidental to the Contract.

# SP-48 VALVE VAULT TO BE ABANDONED

This item shall consist of the abandoning of the existing valve vaults as shown in the plans.

For valve vaults located outside the limits of the bituminous roadway, abandoning the valve vault shall include the removal of the casting, lid, and conical section of the vault. The remaining concrete vault shall be filled with FA-1 aggregate. The remaining void shall be filled with earthen backfill.

For valve vaults located within the limits of the bituminous roadway, abandoning the valve vault shall include the removal of the casting, lid, and conical section of the vault. The remaining concrete vault shall be filled with CA-7 aggregate. The remaining void shall be filled with CA-7 aggregate (trench backfill) except the top 15" below the pavement section shall be capped with CA-6.

Pavement removal and replacement will be paid for as described within the given Special Provisions of the specified pay items. The minimum width for removal and replacement shall be five feet (5') and all edges are to be saw cut.

Valve vaults to be abandoned shall be paid for at the contract unit price per each as VALVE VAULT TO BE ABANDONED which includes all necessary labor, tools, equipment, aggregate and materials necessary to remove existing valve boxes or vaults.

# SP-49 <u>VALVE BOX TO BE ABANDONED</u>

This item shall consist of the removal of the existing valve boxes as shown on the plans. Removal shall include the excavation and physical removal of the valve box.

For valve boxes located outside the limits of the bituminous roadway, the removal shall include the excavation and physical removal of the valve box and backfilling the void left by the valve box with earthen backfill.

For valve boxes located within the limits of the bituminous roadway, the removal shall include the excavation and physical removal of the valve box and backfilling the void left by the valve box with CA-6 aggregate (trench backfill).

Pavement removal and replacement will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT PAVEMENT REMOVAL AND REPLACEMENT, of the depth specified, measured in place, with a minimum width of five feet (5') installed per applicable sections of the Standard Specifications - all edges to be saw cut.

Any trench backfill required for the valve box removal shall be considered incidental to the VALVE BOX TO BE ABANDONED.

Valve box removal shall be paid for at the contract unit price per each as VALVE BOX TO BE ABANDONED which includes all necessary labor, tools, equipment, and materials necessary to remove existing valve boxes.

#### SP-50 FIRE HYDRANT ASSEMBLY REMOVAL

This item shall consist of the removal of the existing auxiliary valves and fire hydrants as shown in the plans. Removal shall include the excavation and physical removal of the auxiliary valve and hydrant, capping of the existing abandoned water main lead at the location of the removed auxiliary valve and backfilling the void left by the auxiliary valve and hydrant with earthen backfill and/or trench backfill.

"Breaking-off" the auxiliary valve and fire hydrant will not be allowed. Fire Hydrants shall be delivered to the Village of Bensenville Public Works department located at 711 E. Jefferson St, Bensenville.

This work will be paid for at the contract unit price per each for FIRE HYDRANT ASSEMBLY REMOVAL which includes all necessary labor, tools, equipment, and materials necessary to remove existing fire hydrants. Any trench backfill required for the fire hydrant removal shall be incidental. The required mechanical joint caps for these removals will be paid for at the contract unit price per pound for DUCTILE IRON FITTINGS.

# SP-51 <u>COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND</u> REPLACEMENT

This work shall consist of the removal and replacement of any existing curb and gutter (various types) in the locations as shown in the plan and shall be in accordance with Sections 202, 311, 440 and 606 of the Standard Specifications insofar as applicable and as described herein.

The construction of concrete curb and gutter shall include the excavation for and placement of a minimum of 4" CA-6 Sub-base Granular Material, in accordance with Sections 202 and 311 of the Standard Specifications, if the existing aggregate base is considered unsuitable by the Engineer. The excavation for the curb and gutter, the placement and compaction of 4" CA-6 Sub-Base Granular Material, the disposal off-site of the excavated material and the curing and protection in accordance with Article 1020.13 shall be included in this pay item.

At all expansion joints, the Contractor shall provide two smooth No. 8 dowel bars, 18" long, through the expansion joint. 3/4" premolded expansion joints shall be placed at all radius points and at intervals as indicated as detailed in the Plans.

The existing curb shall be tied to the new curb and gutter by drilling and epoxying two expansion tie anchor bars (3/4") meeting the pull-out load capacity guidelines of Article 1006.09 of the Standard Specifications. The expansion joint dowel bars shall be No. 8. Two (2) #4 rebar shall be omitted from the curb and gutter unless the curb is crossing a utility.

The flag thickness for the curb and gutter shall be ten (10") inches.

Contraction joints (2" deep) shall be sawed every 10 linear feet (as measured in the flow line). All expansion and contraction joints shall be sealed in accordance with Section 420 of the Standard Specifications.

At locations where the proposed curb and gutter is to be constructed across trenches or within three feet of the close edge of any trench, two (2) no. 4 reinforcement bars shall be placed in the proposed gutter. These reinforcement bars shall not be continuous through transverse expansion joints but shall be stopped 3" short of the joint. Cost of these reinforcement bars, complete in place, shall be included in the cost for the curb and gutter. Voids created in front of the curb due to removal operations shall be clean of unsound material (stone, broken asphalt, debris, etc.) and shall be backfilled with concrete prior to milling operations. The cost of this work is included in the pay item.

This work shall be measured and paid for at the contract unit prices per foot for COMBINATION CURB AND GUTTER REMOVAL and COMBINATION CONCRETE CURB AND GUTTER of the type specified.

# SP-52 CLASS D PATCH, 6-INCH

This work shall consist of removal of the existing pavement, the necessary excavation of trench backfill and the replacement with the class and type of patch specified at designated locations according to the hot-mix asphalt requirements table in the plans.

This work shall be performed in accordance with Article 442 of the Standard Specifications except that patches will not be broken down into various types based on area but shall instead all be measured and paid completely under this pay item regardless of size.

This item shall consist of excavation of trench backfill material, re-compaction of aggregate prior to placement of asphalt, 4" Hot-Mix Asphalt Binder Course, IL-19.0, N50 and 2" Hot-Mix Asphalt Surface Course, Mix "D", N50, in accordance with the Standard Specifications and Hot-Mix Asphalt Mixture Requirements table shown in the plans.

Excavation or removal beyond the limits indicated in the plans shall not be paid for, nor will the material be paid for that is required to bring the excavated area back to proper grade. HMA replacement beyond the limits shown on the plans, or limits directed by the engineer, will NOT be measured for payment and is considered incidental.

Any excess material from excavation will be disposed of offsite by the Contractor and shall be included in the cost of this item.

All saw cuts adjacent to pavement to remain in place will be considered incidental to this pay item.

This work will be paid for at the contract unit price per square yard for CLASS D PATCH, 6-INCH, measured in place, which includes sawcuts, pavement removal and disposal, removing, grading and compacting aggregate trench backfill, Hot-Mix Asphalt Binder Course, and Hot-Mix Asphalt Surface Course. This work must be completed within one week after completion of water main installation.

# SP-53 HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT

This work shall be in accordance with Sections 311, 406 and 440 of the Standard Specifications in the locations specified in the plans and as directed by the Engineer.

The Contractor shall saw cut the driveway pavement prior to removal.

Bituminous Materials (Tack Coat) shall be applied to the aggregate surface according to Section 405 before paving and shall be included in the cost of the item.

This item shall consist of 4" Aggregate Base Course (compacted CA-6) over prepared subgrade and 5" Hot-Mix Asphalt Surface Course, Mix "D", N50, paved in accordance with the Standard Specifications. This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT, measured in place, which includes sawcuts, furnishing, placing, and compacting 4" Aggregate Base Course (compacted CA-6) and 5" Hot-Mix Asphalt Surface Course.

# SP-54 PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT

This work shall consist of placement of the Portland Cement Concrete Pavement, excavation and aggregate base course at the driveway entrance locations designated in the plans and the applicable provisions of Sections 311, 420 and 423 of the Standard Specifications. Additionally, each driveway shall also be constructed using a 10-gauge wire mesh. At the Contractor's option, PCC with fibers will be allowed in lieu of the 10-gauge wire mesh.

The Contractor shall saw cut the driveway pavement prior to removal.

This item shall consist of 2" Aggregate Base Course (compacted CA-6) over prepared subgrade, 7" Portland Cement Concrete Pavement placed in accordance with the Standard Specifications. This work will be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT, measured in place, which includes sawcuts, furnishing, placing, and compacting 2" Aggregate Base Course (CA-6) and 7" Portland Cement Concrete Pavement.

#### SP-55 BRICK PAVER REMOVAL AND REINSTALLATION

This work shall consist of removal and reinstallation of the Brick Pavers, excavation and aggregate base course at the locations designated in the plans and the applicable provisions of Sections 311 of the Standard Specifications. The existing brick pavers shall be removed, stored, and reinstalled. Any pavers damaged during construction shall be replaced and paid for by the Contractor.

This item shall consist of 4" Aggregate Base Course (compacted CA-6) over prepared subgrade, and reinstallation of the existing brick pavers. This work will be paid for at the contract unit price per square foot for BRICK PAVER REMOVAL AND REINSTALLATION, measured in place, which includes furnishing, placing, and compacting 4" Aggregate Base Course (CA-6) and removing and reinstalling the brick pavers.

This work shall consist of removing and reinstalling brick pavers at the hammerhead end of Twin Oaks St as required for curb and gutter improvements.

Any removed brick pavers shall be temporarily stored by the Contractor (onsite storage will be permitted) and replaced after all construction is completed in the area of paver replacement at the locations as shown on the plans and as further directed by the Engineer. Prior to replacing the pavers, the aggregate base shall be properly restored to provide proper bedding of the pavers. This work shall be scheduled no later than four days after the placement of the new curb and gutter.

Any damaged or stolen pavers shall be replaced at the Contractor's expense.

This work will be paid for at the Contract unit price per square feet of BRICK PAVER REMOVAL AND REINSTALLATION which price shall include all labor, equipment, and material necessary to complete this pay item as specified and provide any additional aggregate base or excavation of poor materials as needed.

#### SP-56 EXCAVATE AND REMOVE CENTER ISLAND

This item shall consist of the removal of curb, grass, excavation of existing soil to proposed subgrade, and placement and compaction of aggregate base course associated with the existing center island in the Argyle St cul-de-sac as shown on the plans.

Excavation will be done to an appropriate depth to allow for the placement of 6" CA-6 aggregate base course in preparation for the placement of binder and surface course.

Any excess material from excavation will be disposed of offsite by the Contractor and shall be included in the cost of this item.

This work will be paid for at the Contract unit price of lump sum for EXCAVATE AND REMOVE CENTER ISLAND which price shall include all labor, equipment, and material necessary to complete this pay item as specified. The cost of the

aggregate base course will be included in the cost for this item and will not be paid for separately.

The cost for binder and surface course at this location will be paid for at the Contract unit price of ton for HOT-MIX ASPHALT BINDER COURSE, IL 19.0 and HOT-MIX ASPHALT SURFACE COURSE, MIX D.

# SP-57 REMOVE, SALVAGE, AND REINSTALL EXISTING SIGN

This work shall consist of removing existing sign panel assemblies, as well as the existing posts and assembly and reinstalling the existing sign panel assembly at a location specified by the Engineer. This work shall be coordinated with the Village and the Engineer prior to starting the work. All sign panel assemblies shall be transported to the Village Public Works Department for storage until the time of reinstallation. Damage to the sign panel assemblies during removal, transportation, or reinstallation shall result in the installation of a new sign panel assembly at the Contractor's expense.

Sign panel assemblies to be relocated will be paid for at the contract unit price each for REMOVE, SALVAGE, AND REINSTALL EXISTING SIGN. This price shall include all labor, materials, and equipment necessary to complete the work.

All temporary signs shall be incidental to the contract.

# SP-58 STORM SEWER

This work shall be performed in accordance with Section 550 of the Standard Specifications, except as modified herein.

The storm sewers shall be constructed at the location and slope as shown on the plans, and in accordance with the details included on the plans. The pipe bedding and backfill material used shall be IDOT gradation CA-7. The Contractor shall take note that the cost of the pipe shall include the cost to furnish, place, and compact all bedding, haunching and initial backfill stone.

Pipe material shall be Reinforced Concrete Pipe (RCP) for the storm sewer as specified in the improvement plans.

This work will be paid for at the contract unit price per foot for STORM SEWER, of the class, type, and pipe diameter specified, which price shall include all material, fittings, equipment, and labor necessary to complete this item to the satisfaction of the Engineer.

#### SP-59 STORM SEWER TO BE ABANDONED

This item shall consist of the abandonment of existing storm sewer as shown in the plans and in the manner detailed.

Disconnecting and abandoning the existing storm sewer shall only occur after the connection of the new storm sewer and storm structures is complete. Each abandoned location shall be brick and mortared per Village standards.

This work will be paid for at the contract unit price per each for STORM SEWER TO BE ABANDONED, which price shall include all equipment, labor, removal and disposal of abandoned pipe, rounded stone bedding, trench backfill, and other materials (not listed for payment separately) required to properly abandon the existing storm sewer.

# SP-60 CONNECTION TO EXISTING STORM STRUCTURE

This work shall be performed in accordance with Sections 550 and 602 of the Standard Specifications, except as modified herein.

This work shall consist of core drilling an existing structure to accommodate the connection with the proposed pipe. All sawcut or cores into the existing structure shall result in a clean edge with no additional damage outside the cut. Any excavation and backfill required to make the connection shall be considered incidental to this pay item. If the contractor damages the structure during the connection process, the structure shall be replaced in kind, at no additional expense. Mortaring around the pipe shall be in accordance with Sections 550 and 602.

This work will be paid for at the contract unit price per each for CONNECTION TO EXISTING STORM STRUCTURE, which price shall be paid in full for completing the work as specified and which shall include all material, equipment, and labor necessary to complete this item to the satisfaction of the Engineer.

#### SP-61 PARKWAY RESTORATION

The Contractor shall restore any area disturbed to a condition equal to or better than its original use. This shall include finish grading, establishment of a vegetative cover (sod), and general cleanup.

The Contractor shall restore all areas within the road parkway disturbed during construction of the water main, water main services, storm sewer, or roadway and related appurtenances or as part of any of their activities to a condition equal to or better than the original condition and as follows:

All parkway areas disturbed during construction shall be restored to their original shape, contour, and condition. The disturbed areas in the parkway must be covered with sodding, salt tolerant per Section 252 of the Standard Specifications. Any topsoil required as part of the restoration shall be provided and installed and are considered incidental to PARKWAY RESTORATION to a minimum depth of 6-inches.

No sod will be required in areas that currently do not have vegetative cover unless otherwise shown on the plans. The Contractor will be responsible for grading the disturbed areas to their original condition and grade.

The Contractor shall be responsible for maintaining all restored areas until such a time as the Village accepts these areas. This acceptance will be granted after the Owner or their Sub-Contractor has both fulfilled the minimum required maintenance items which meets the acceptance standards set forth in these Special Provisions.

Acceptance of sodded areas will be determined by inspection by the Village and Engineer. In order for an area to be accepted, it shall conform the following:

- a) Grass shall display a reasonably uniform distribution of grass plants
- b) Grass shall display vigorous growth and be green and healthy

Areas having bare spots larger than one (1) square foot will not be accepted. These spots must be re-sodded in accordance with maintenance specifications.

The Contractor shall communicate regularly with the Owner or his Sub-Contractor to discuss their progress so that restoration may be completed in a timely fashion.

Temporary seeding will be required due to inclement weather. All temporary seeding shall be completed per the seeding schedule on the Engineering Plans and shall be considered incidental to the project.

The Contractor shall field verify these limits prior to construction to ensure all disturbed areas are restored to a condition equal to or better than its original use.

Additional areas damaged by machinery, construction equipment, Contractor negligence or over-excavation beyond the limits shown in the plans shall be repaired in accordance with this Special Provision, at the Contractor's expense.

Unless otherwise listed for payment separately, all work under the general heading PARKWAY RESTORATION will be paid for at the contract unit price per square yard for PARKWAY RESTORATION. This price shall be payment in full for furnishing and placing a minimum 6-inches of topsoil, and any necessary temporary erosion control seeding as well as restoring the areas disturbed with sod.

#### SP-62 RESTORATION

The Contractor shall restore any area disturbed to a condition equal to or better than its original use. This shall include finish grading, establishment of a vegetative cover (seeding), and general cleanup.

The Contractor shall restore all areas disturbed outside of the parkway during construction of the water main, storm sewer, or related appurtenances or as part

of any of their activities to a condition equal to or better than the original condition and as follows:

All ditches, utility trenches, and other grassed areas disturbed outside of the parkway during construction shall be restored to their original shape, contour, and condition or proposed conditions as shown in the engineering plans. Seeding, including finish grade preparation of seedbed, fertilizer and planting shall be as set forth in Section 250 of the Standard Specifications. All disturbed areas must be covered with erosion control blanket per Section 251 of the Standard Specifications. The seeding mixture used shall conform with the schedule on the Engineering Plans. Topsoil (six-inch (6") minimum thickness) shall be provided where required.

No seeding will be required in areas that currently do not have vegetative cover unless otherwise shown on the plans. The Contractor will be responsible for grading the disturbed areas to their original condition and grade.

The Contractor shall be responsible for maintaining all restored areas until such a time as the Village accepts these areas. This acceptance will be granted after the Owner or their Sub-Contractor has both fulfilled the minimum required maintenance items and has established a stand of grass (where required) which meets the acceptance standards set forth in these Special Provisions.

Acceptance of seeded areas will be determined by inspection by the Village and Engineer. In order for an area to be accepted, it shall conform the following:

- c) Grass shall display a reasonably uniform distribution of grass plants
- d) Grass shall display vigorous growth and be green and healthy

Areas having bare spots larger than one (1) square foot will not be accepted. These spots must be re-seeded in accordance with seeding and maintenance specifications.

The Contractor shall communicate regularly with the Owner or his Sub-Contractor to discuss their progress so that restoration may be completed in a timely fashion.

Temporary seeding will be required due to inclement weather. All temporary seeding shall be completed per the seeding schedule on the Engineering Plans and shall be considered incidental to the project.

The Contractor shall field verify these limits prior to construction to ensure all disturbed areas are restored to a condition equal to or better than its original use.

Additional areas damaged by machinery, construction equipment, Contractor negligence or over-excavation beyond the limits shown in the plans shall be repaired in accordance with this Special Provision, at the Contractor's expense.

Unless otherwise listed for payment separately, all work under the general heading RESTORATION will be paid for at the contract unit price per square yard for

RESTORATION. This price shall be payment in full for placement or furnishing a minimum 6-inches of topsoil and any necessary temporary erosion control seeding as well as restoring the areas disturbed.

#### SP-63 TRAFFIC CONTROL AND PROTECTION

The Contractor shall furnish, erect, maintain and remove all signs, barricades, flaggers and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Section 701 of the Standard Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways in the Supplemental Specifications, any Special Details, Special Provisions, recurring special provisions and the Highway Standards contained herein.

At the preconstruction meeting, the Contractor shall furnish the name of the individual in his direct employ who is responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a Subcontractor, consent shall be requested of the Engineer at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard Specifications. This shall not relieve the Contractor of the foregoing requirement for a responsible individual in his direct employ. The Contractor shall provide the Engineer with the name of its representative who will be responsible for the administration of the Traffic Control Plan.

All roads shall remain open to traffic. Special attention is called to Article 107.09 and Section 700 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control: Standards 701006, 701301, 701501, 701901, and District One Standard TC-10.

Advance warning signage shall be properly placed per the Manual on Uniform Traffic Control Devices for the roadway vehicular traffic as well as the sidewalk pedestrian traffic. The Contractor shall clean all roadways at the end of each working day and as required throughout the day to minimize impact to motorists.

All traffic control indicated on the traffic control plan standards and specified in the Special Provisions will be measured for payment on a lump-sum basis.

All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION. This price shall be payment in full for all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, and remove all traffic control devices required as indicated in the plans and as approved by the Engineer.

#### SP-64 INCIDENTAL WORK

All work shown on the Plans, described in the applicable specifications or in these Special Provisions and not covered by a pay item, will be considered as incidental to the Contract.

#### SP-65 <u>FUNDING SIGN</u>

This work shall consist of the fabrication, erection, maintenance, and removal of a sign which credits the DuPage Community Development Commission and the United States Department of Housing and Urban Development for funding the project.

The sign shall have dimensions of four feet (4') high by six feet (6') wide. The sign shall be white with black letters and shall state the following:



The sign shall be placed at a location within the project limits at a location identified by the Engineer and shall be erected prior to commencing construction activities. The sign shall remain in place until all construction has been completed. All of the supporting (8.5"x11") EEO, Davis Bacon Wages laminated documents, and etc. shall be displayed on this sign.

This work will be paid for at the contract unit price per each for FUNDING SIGN which shall include all labor and materials necessary to construct, maintain, and remove this pay item as specified.

### SP-66 ALLOWANCE – ITEMS ORDERED BY THE ENGINEER

This item is to provide for adequate budget to cover items not specifically included in the Contract prior to the bidding process.

The Contractor will include in their bid 25,000 units at \$1/unit for miscellaneous additions to the project at the Village's Discretion. Only additional work, not covered by existing Pay Items, indicated on the Drawings or in the Project Specifications will be eligible for payment under ALLOWANCE — ITEMS

ORDERED BY THE ENGINEER. Additional work may consist of other construction that may be deemed necessary by the Village to add to the project.

TYPE: SUBMITTED BY: DEPARTMENT: DATE:

#### **DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with Midwest Mechanical for the Installation of a Complete Boiler Package for the Snow Melt System at the Edge 2 Ice Rink in the Not-to-Exceed Amount of \$150,000

#### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
N/A	N/A

#### **BACKGROUND:**

The Edge II Ice Rink was constructed in 1997 and is approaching thirty (30) years old. The addition of the expansion west rink occurred in 1999.

Village staff maintains the snowmelt systems within the facility. The snowmelt system melts the ice shavings from the ice resurfacer within a pit and discharges the resulting water to a drain. The snowmelt system at the Edge 2 facility was retrofitted ten years ago when a new heat exchanger was installed in the snow pit with an improper size. The Village seeks to install a new boiler system that will ensure that the snow from the ice rinks melts in an appropriate timeframe. The new boiler system will also save significant time and labor for staff.

#### **KEY ISSUES:**

Staff sought proposals from three qualified vendors. Midwest Mechanical submitted the lowest proposal in the amount of \$146,845.

Removal and Installation of a New Boiler Package for Ice Melt Pit			
Midwest Mechanical	\$146,845.00		
FE Moran Mechanical	\$155,209.31		
PremiStar Mechanical	\$170,000.00		

Staff recommends approval of a contract with Midwest Mechanical.

#### **ALTERNATIVES:**

Discretion of the Village Board.

#### **RECOMMENDATION:**

Staff recommends an approval of the Resolution Authorizing the Execution of a Contract with Midwest Mechanical for the Installation of a Complete Boiler Package for the Snow Melt System at the Edge 2 Ice

Rink in the not-to-exceed amount of \$150,000.

# **BUDGET IMPACT:**

The CY25 Capital budget included funds in the amount of \$150,000 in Account Number 31080800 591000 - 24604 for Snow Melt Pits.

# **ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of a Contract with Midwest Mechanical for the Installation of a Complete Boiler Package for the Snow Melt System at the Edge 2 Ice Rink in the not-to-exceed amount of \$150,000.

#### **ATTACHMENTS:**

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
RES - Complete Boiler Package for Snow Melt System at the Edge 2	2/11/2025	Resolution Letter
PROPOSAL - Midwest Mechanic	2/11/2025	Backup Material

#### RESOLUTION NO.

# AUTHORIZING AND EXECUTION OF A CONTRACT WITH MIDWEST MECHANICAL FOR THE INSTALLATION OF A COMPLETE BOILER PACKAGE FOR SNOW MELT SYSTEM AT THE EDGE 2 ICE RINK IN THE NOT-TO-EXCEED AMOUNT OF \$150,000

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 owns and operates an ice rink facility commonly known as The Edge 2 Ice Rink, and

WHEREAS the Village maintains all the snowmelt system, and

WHEREAS the snowmelt system in Edge 2 was retrofitted ten years ago when a new heat exchanger was installed in the snow pit with an improper size, and

WHEREAS the Village seeks to install a new boiler system that will ensure that the snow from the ice rinks melts in an appropriate timeframe, and

WHEREAS, the new boiler system will save significant time and labor for staff, and

WHEREAS, Staff received three competitive Proposals, and

WHEREAS Midwest Mechanical provided the lowest proposal in the amount of \$146,845.00.

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</u> <u>TWO:</u> The Village Board authorizes and approves the attached Resolution Authorizing the Execution of a Contract with Midwest Mechanical for the Installation of a Complete Boiler Package for Snow Melt System at the Edge 2 Ice Rink in the not-to-exceed amount of \$150,000.

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

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

<u>SECTION FIVE:</u> This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 25, 2025.

	APPROVED:	
	Frank DeSimone, Village President	
ATTEST:		
Nancy Quinn, Village Clerk		
AYES:		
NAYS:		
ABSENT:		



January 31st, 2025

Chris Dusza Fleet and Facilities Supervisor Village of Bensenville 717 E Jefferson St Bensenville, Illinois 60106

Re: Edge II Snowmelt Boiler

Dear Chris,

Thank you for placing your confidence with Midwest Mechanical for a solution to Village of Bensenville's mechanical system needs. This proposal lays out the scope, pricing, terms, and conditions for the services Midwest Mechanical will provide.

#### General

- Project Billing will include a 25% mobilization billing at the time of project booking and progress payments thereafter.
- Provide necessary Project and Construction Management and coordinate all site activities associated with the project.
- Provide equipment submittals for Village's review.
- We will use the customers' dumpster for any debris, packaging materials and/or demolished piping.
- Provide necessary technical check-out, start-up, commissioning and testing of new equipment to ensure proper operation.
- Provide project close-out paperwork including warranty letters and Operations and Maintenance Manuals on all equipment.
- Moving, storage, floor protection, equipment protection, and security of existing building furnishings, equipment, as needed to accommodate project, will be the responsibility of the Village.
- This project includes a one-year warranty on the labor and installation.
- Work will be completed by 5/31/2025 or sooner.

# Scope of Work

Design and install snowmelt boiler system to serve the snow melt pit as described below:

- Drain brine solution and recapture.
- Cut and cap piping for brine piping.
- Fill brine solution back into piping.
- Owner to turn off/disable system and restart.
- Flush out existing piping.
- Tie the existing piping from the existing pump to itself to create a loop.

Building Efficiency and Sustainability
A Service Logic Company

- Provide all coring as required.
- Provide a Hamilton Evo Series 800 Mbh boiler. 6-week lead time
- Provide a dedicated boiler pump.
- Provide an Axiom fill station.
- Provide a BoilerMag XT and a side stream string filter.
- Provide a condensate neutralizer and air scoop.
- Provide all piping from the boiler to inject into the loop mentioned above.
- Provide all electrical work.
- Provide insulation on piping.
- Provide flue and combustion air intake piping.
- Provide roofing.
- Provide piping labels.
- Fill the system with glycol solution good to +15°F.

<b>Total Base</b>	Price	\$146,845.00
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#### The proposed scope of work does not include the following:

- Any permits or associated fees. Midwest will support the Village in suppling necessary documentation (equipment submittals, shop drawings, etc)
- Any HVAC related work in the Village facilities or on equipment not listed above.
- Any work or costs associated to utility service (electric, natural gas, etc.) upgrades.
- RPZ or CO detection
- Test and Balance
- Painting
- Any work or modification to the draining of the pit
- Tax

Sincerely.

• Any work done on premium time.

Thank you for your consideration.

- Chemical Treatment
- Adding combustion air to the existing room where we are installing the boiler.

Midwest Mechanical greatly appreciates our opportunity to work with Village of Bensenville and look forward to exceeding your expectations throughout the project. Please contact me if you have any questions or concerns.

Chad W. Powell	Accepted By:	
Project Sales Engineer	Date:	



#### **Terms and Conditions**

- 1. Midwest Mechanical Group warrants that the workmanship, equipment and materials furnished and installed under this agreement shall be free from defects for one year (365 days) from date of installation.
- 2. Customer shall permit Midwest Mechanical Group free and timely access to areas and equipment and allow Midwest Mechanical Group to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Midwest Mechanical Group's normal working hours.
- 3. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Midwest Mechanical Group may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
- 4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
- 5. Any alteration to, or deviation from, this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and material basis at Midwest Mechanical Group's rates then in effect) over the sum stated in this Agreement.
- 6. In the event Midwest Mechanical Group must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Midwest Mechanical Group all court costs and attorneys' fees incurred by Midwest Mechanical Group.
- 7. Any legal action relating to this Agreement, or the breach thereof, shall be commenced with one (1) year from the date of the work.
- 8. Midwest Mechanical Group shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Midwest Mechanical Group's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
- 9. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Midwest Mechanical Group, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.
- 10. Customer shall make available to Midwest Mechanical Group's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
- 11. Midwest Mechanical Group expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility.
- 12. Midwest Mechanical Group's obligation under this proposal and any subsequent Agreement does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered Midwest Mechanical group's sole obligation will be to notify the Customer of the existence of such products and materials. Midwest Mechanical Group shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted.
- 13. Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will Midwest Mechanical Group be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims or customer's tenants or clients, or any special, indirect or consequential damages.

TYPE: SUBMITTED BY: DEPARTMENT: DATE:

Resolution Christopher Dusza Public Works February 25, 2025

#### **DESCRIPTION:**

Resolution Authorizing the Execution of a Contract with Automatic Building Controls (ABC) for the Installation of a Building Automation System (BAS) at the John Street Ice Rink in the Not-to-Exceed Amount of \$27,200

#### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
N/A	N/A

# **BACKGROUND:**

The John Street Ice Rink currently does not have a Building Automation System (BAS). A Building Automation System can save thousands of dollars annually in energy costs alone by allowing the equipment to be on time schedules for evenings and weekends. The BAS system also gives the end users, (Village staff) the ability to view every piece of mechanical equipment on any internet-based PC or cell phone in real time. This BAS installation will be built on the same platform as the current system at the Police Station and the Edge ice rink.

#### **KEY ISSUES:**

The current Village BAS system is a Distech platform, the John Street will be equipped with the same. To have the system fully functioning, the following work will take place:

 Install hardware, software and installation of sequencing controls and wiring for one rooftop dehumidification unit.

Staff sought proposals from three qualified vendors. Automatic Building Controls (ABC) submitted the lowest proposal in the amount of \$27,200.

Vendor	Total
ABC	\$ 27,200
PREMISTAR	\$ 29,600
State Mechanical	\$ 28,780

Staff recommends approval of a contract with ABC.

#### **ALTERNATIVES:**

Discretion of the Village Board.

#### **RECOMMENDATION:**

Staff recommends an approval of the Resolution Authorizing the Execution of a Contract with Automatic Building Controls (ABC) for the Installation of a Building Automation System (BAS) at the John Street Ice Rink in the Not-to-Exceed Amount of \$27,200

#### **BUDGET IMPACT:**

The CY25 CIP included funds to replace the evaporator at the John Street Ice Rink.

The cost to replace the evaporator is less than the budgeted amount which leaves funds available to support this new initiative.

Funds should be used from Account Number 31080800 594000 - 25613

# **ACTION REQUIRED:**

Approval of a Resolution Authorizing the Execution of a Contract with Automatic Building Controls (ABC) for the Installation of a Building Automation System (BAS) at the John Street Ice Rink in the Not-to-Exceed Amount of \$27,200

# **ATTACHMENTS:**

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
RES - John Street BAS Install	2/14/2025	Resolution Letter
PROPOSAL - ABC	2/14/2025	Backup Material

#### RESOLUTION NO.

# AUTHORIZING AND EXECUTION OF A CONTRACT WITH AUTOMATIC BUILDING CONTROLS (ABC) FOR THE INSTALLATION OF A BUILDING AUTOMATION SYSTEM (BAS) AT THE JOHN STREET ICE RINK IN THE NOT -TO-EXCEED AMOUNT OF \$27,200

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

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

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

WHEREAS the Village maintains all the HVAC mechanical equipment, and

WHEREAS the Village seeks to install a Building Automation System (BAS) to save energy costs and gain control of the HVAC mechanical equipment, and

WHEREAS, the dehumidification unit controls are outdated and need to updated to ensure proper operation to maintain the quality of the air in the ice rinks, and

WHEREAS, this BAS installation will be built on the same platform as the current system at the Police Station and the Edge ice rink, and

WHEREAS, staff received three competitive Proposals, and

WHEREAS Automatic Building Controls (ABC) provided the lowest proposal in the amount of \$27,200.

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

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

<u>SECTION TWO:</u> The Village Board authorizes and approves the attached Resolution Authorizing the Execution of a contract with Automatic Building Controls (ABC) for the Installation of a Building Automation System (BAS) at the John Street Ice Rink in the Not-to-Exceed Amount of \$27,200.

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

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

<u>SECTION FIVE:</u> This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 25, 2025.

	APPROVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
AYES:	
NAYS:	
ABSENT:	



# <u>Proposal</u>

Project Name	Village of Bensenville John St Ice Arena New Distech Control System Installation	Date:02/03/2025
Customer Name	Village of Bensenville 717 E Jefferson St. Bensenville, Illinois 60106 Mr. Chris Dusza	

#### **Project Description**

Automatic Building Controls LLC will provide the installation of a New Distech Control System for the John Street Ice Rink per the scope of work as outlined in this proposal. All system functions will be integrated into the new Distech Controls Tridium Niagara Building Automation System (BAS).

This proposal includes all necessary software, hardware, Union Electrical installation, commissioning, Engineering, training, and warranty for a complete project. Work to be completed at **Village of Bensenville John Street Arena, 545 John St Bensenville, IL 60106**. Existing field components, wiring and conduit will be re-used where feasible. Existing deficiencies discovered during implementation will be documented and forwarded to the customer for review and cost considerations. Operator station will be set up and installed at the Public Works Facility.

#### Scope of work

- Provide and install the latest Distech N4 Supervisor software with Niagara network connections which includes 5 yr. SMA (service maintenance agreement)
- 2. Install new Distech Jace 8 which includes 5 yr. SMA (service maintenance agreement)
- 3. Install new Distech controls for dehumidification rooftop unit and interface to new Distech frontend
- 4. Install new Distech controls to replace the two Honeywell controllers that control the front end of the chillers.
- 5. Install new Distech controls to mirror all alarms on the front end of the chiller package.
- 6. Provide eight (8) hours of training for system operators
- 7. Provide verification and tagging of all fan system alarm circuits and interlocks
- 8. Provide all required programming, commissioning, and verification of sequences of operation
- 9. Provide point-&-click graphical user interface with graphical displays
- 10. Provide engineered drawings to include product data, O&M manual, wiring termination details, system schematics and detailed sequences of operation
- 11. Provide 1 year of warranty for all new components and software.
- 12. Provide one week of Tridium Niagara Framework training Level 1 (TCP) Certification, for one individual.
- 13. Provide training for one operator in a virtual Distech general operator's course.
- 14. Provide a Distech license for Village provided laptop.

Automatic Building Controls, LLC efficiency. performance. sustainability.



John Street Arena - New Distech BAS - Page 1 of 2

#### **Cost Itemization**

Materials & Programming, Commissioning, Graphics, Design

#### **Proposal Clarifications**

This proposal is valid for 90 days and is based on labor during normal working hours.

**INVOICING**: ABC Controls reserves the right to issue partial or complete invoices as material is furnished and as services are rendered. Material and equipment will be invoiced for 50% of the proposed value of the items (NET immediate), upon receipt of purchase; remaining 50% will be due upon delivery

.

Proposed By Automatic Building Controls LLC		Accepted By	
Rolly Persenico	Date	Customer Name	Date
	02/03/2025	Christopher M Dusza	02/03/2025
Title		Title	
Account Manager		Fleet & Facilities Supervisor Bensenville Public Works	

John St Ice Arena - New Distech BAS -- Page 2 of 2

Automatic Building Controls, LLC efficiency. performance. sustainability.

TYPE: SUBMITTED BY: DEPARTMENT: DATE:

Resolution J. Caracci Public Works February 25, 2025

#### **DESCRIPTION:**

Resolution Authorizing the Execution of Contract with FE Moran for the Installation of Cooling Tower Sump Tank and Evaporator Retubing at the John Street Ice Rink in the Not-to-Exceed Amount of \$190,635.60

#### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

Х	Financially Sound Village	Enrich the	lives of Residents
	Quality Customer Oriented Services	Major Busi	ness/Corporate Center
Х	Safe and Beautiful Village	Vibrant Ma	jor Corridors

COMMITTEE ACTION:	DATE:
N/A	N/A

#### **BACKGROUND:**

The John Street Ice Rink was constructed in 1997 and is approaching thirty (30) years old. Recently, we have been witnessing important components of the ice rink failing. During budget preparation, we evaluated the potential of repairing/replacing certain components or consider a complete rink replacement. We determined that we could do the former in a more planned and economical way.

The current evaporator and cooling tower sump tank are original to the building. The sump pump is currently compromised and leaking. The Evaporator has reached the end of its useful life and needs re-tubing.

# **KEY ISSUES:**

Staff sought proposal from three specific and qualified contractors to perform the replacement work. FE Moran submitted the most responsible bid in the amount of \$190,635.60. The proposal results can be seen below:

Vendor	Cooling Tower Sump Tank	Evaporator Retubing	Total
FE Moran	\$ 32,612.25	\$ 158,023.35	\$ 190,635.60
PREMISTAR	\$ 38,300.00	\$ 164,000.00	\$ 202,300.00
Midwest Mechanical	\$40,095.00	\$ 162,290.00	\$ 202,385.00

Staff has perform background checks and recommends approval of a contract with FE Moran.

#### **ALTERNATIVES:**

Discretion of the Village Board

#### **RECOMMENDATION:**

Staff recommends approval of the Resolution Authorizing the Execution of Contract with FE Moran for the Installation of Cooling Tower Sump Tank and Evaporator Retubing at the John Street Ice Rink in the Not-to-Exceed Amount of \$190,635.60

# **BUDGET IMPACT:**

The lowest bid was \$190,635.60 by FE Moran. Funds are available in the 2025 CIP budget.

The CY25 Capital budget included funds in the amount of \$250,000 in Account Number 31080800 594000 - 25602 for the replacement of the evaporator. The CY25 Capital budget also included funds in the amount of

\$45,000 in Account Number 31080800594000 - 25603 for the replacement of the replacement of the Cooling Tower sump pump.

For this project we will use Account Number 31080800 594000 – 25602.

# **ACTION REQUIRED:**

Approval of the Resolution Authorizing the Execution of Contract with FE Moran for the Installation of Cooling Tower Sump Tank and Evaporator Retubing at the John Street Ice Rink in the Not-to-Exceed Amount of \$190,635.60

# **ATTACHMENTS:**

<u>Upload Date Type</u>

RES - Installation of Cooling Tower Sump Tank and Evaporator Retubing at John Street 2/19/2025 Resolution Letter PROPOSAL - FE MORAN 2/19/2025 Backup Material

#### RESOLUTION NO.

# AUTHORIZING THE EXECUTION OF CONTRACT WITH F.E. MORAN FOR THE INSTALLATION OF COOLING TOWER SUMP TANK AND EVAPORATOR RETUBING AT JOHN STREET IN THE NOT-TO-EXCEED AMOUNT OF \$190,635.60

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

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

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

WHEREAS the Village maintains the Ice Making System, and

WHEREAS the current evaporator and cooling tower sump tank are original to the building and approaching thirty years old, and

WHEREAS the cooling tower sump tank has been compromised and leaks and the evaporator is at the end of its useful life and needs to be retubed, and

WHEREAS the Village seeks to install a new cooling tower sump tank and evaporator tubing, and

WHEREAS, staff sought and received three competitive Proposals, and

WHEREAS F.E. Moran provided the lowest proposal in the amount of \$190,635.60.

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</u> <u>TWO:</u> The Village Board authorizes and approves the attached Resolution Authorizing the Execution of a Contract with FE Moran for the Installation of Cooling Tower Sump Tank and Evaporator Retubing at John Street in the Not-to-Exceed Amount of \$190,635.60.

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

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

<u>SECTION FIVE:</u> This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated February 25, 2025.

	APPROVED:
	Frank DeSimone, Village President
ATTEST:	
Nancy Quinn, Village Clerk	
AYES:	
NAYS:	
ABSENT:	



John St. Ice Arena 545 John St. Bensenville, IL 60106 January 30, 2025

# RE: CONDENSER SUMP TANK REPLACEMENT

F.E. Moran, Inc. Refrigeration submits the following proposal to replace the rusted-out carbon steel condenser tank with a new custom made fiberglass tank. The following is included:

# **SCOPE**

- Drain the existing tank
- Remove all connected piping, pumps and water treatment panel from the existing tank
- Cut up and remove the existing tank utilizing a cutting torch
- Furnish and build the new fiberglass tank in place
- Reconnect all piping, pumps and water treatment
- Fill the new tank and verify correct operation

TOTAL COST \$32,612.25

# **CLARIFICATIONS AND EXCLUSIONS:**

- Freight **IS** included
- Tax exempt
- The water treatment system will be removed and reinstalled in the same manner it was removed. FE Moran Refrigeration is not responsible for the water treatment operation.
- Assumes free and clear access to equipment
- Assumes positive isolation can be achieved
- This proposal shall remain valid for 7 days

F.E. Moran, Inc. Refrigeration appreciates the opportunity to submit our solution for this project. If you have any questions, please feel free to call me at 815-295-6645.

Respectfully,

# F.E. Moran, Inc. Refrigeration

Mike Monahan Technical Sales



15700 W. 103<sup>rd</sup> Street • Lemont, IL. 60439

#### TERMS AND CONDITIONS

**TERMS**: F.E. Moran, Inc. Refrigeration payments are due upon receipt of invoice. CUSTOMER agrees to pay interest on any sums outstanding and past due computed at 1.5% per month or at highest lawful rate if that rate is lower. Any costs to collect any outstanding and past due amounts, including reasonable attorney fees, shall be paid by CUSTOMER. This proposal is binding upon acceptance and will remain valid for (30) days prior to the expiration of the current terms of agreement; after (30) days price subject to increase due to material, equipment and labor escalation. This proposal is subject to credit review. A deposit, or payment upon delivery, may be required.

MATERIAL ESCALATION CLAUSE. Customer agrees that the pricing offered in this Proposal by FE Moran Inc. Refrigeration is based upon the pricing of steel and other commodities and its availability as of the date of this Proposal. Customer and FE Moran Inc. Refrigeration agree that given the uncertainty in current market trends and conditions, the cost and availability of steel/copper, steel/copper products and other commodities may rise, and that any such increase in the cost of materials ordered by FE Moran Refrigeration for this project after the date of this Proposal or any surcharges or other costs imposed, shall result in a corresponding dollar for dollar increase in FE Moran Inc. Refrigeration's Proposal price. FE Moran Inc. Refrigeration agrees to provide timely information to Customer about any increase in the cost of steel/copper, steel/copper products and other commodities and Customer agrees to execute, at FE Moran Inc. Refrigeration's request, an addendum including a nondisclosure agreement whereby Customer agrees to pay FE Moran Inc. Refrigeration for any increases as described above under the terms and conditions agreed upon and stated in this Proposal.

**INVOICING**: F.E. Moran, Inc., Refrigeration reserves the right to issue partial or complete invoices as material is furnished and as services are rendered. Material and equipment will be invoiced for 50% of the proposed value of the items (NET immediate), upon receipt of purchase; remaining 50% will be due upon delivery.

**TAXES**: Prices quoted are inclusive of taxes, unless noted otherwise, or in lieu thereof. The CUSTOMER shall provide F.E. Moran, Inc. Refrigeration with a Tax Exemption Certificate acceptable to the taxing authorities if the CUSTOMER is tax exempt.

**MATERIAL**: Price based on cost of material at time of proposal, subject to change. F.E. Moran, Inc. Refrigeration reserves the right to adjust total project cost due to fluctuations in material cost at the time the project is awarded.

**CONTROLS**: Controls integration is NOT included unless otherwise noted in proposal. When applicable, controls integration assumes full access to current and organized files for existing system. Time and expense for field troubleshooting and support will be quoted or performed on a T&M basis upon approval and billed outside of this proposal.

**EXCLUSIONS:** Permits, Bonds and fees <u>are not</u> included in this proposal price unless noted otherwise. Asbestos removal or detection, smoke detectors, lead abatement, structural steel, painting, roofing, carpentry, concrete cutting, concrete coring, concrete finishing, fire stopping, insulation, water treatment and testing, labeling and tagging, cranes, plumbing, sprinkler or electrical system additions or revisions <u>are not</u> included, unless noted otherwise. It is assumed that the existing building systems and structure are capable of handling the specified tasks to CUSTOMER's refrigeration system, (which include the building structural, electrical, and mechanical systems). F.E. Moran, Inc. Refrigeration's scope of work will not include identification, detection, abatement, encapsulation or removal of any hazardous material or substance. Customer agrees to indemnify, defend and hold harmless F.E. Moran, Inc. Refrigeration, to the fullest extent permitted by law, against any and all losses, damages, and costs (including expert fees and reasonable attorney's fees) arising from any and all third-party claims (including employees of F.E. Moran, Inc. Refrigeration) for personal injury, death, property damage or economic loss involving exposure to hazardous materials or conditions.



15700 W. 103<sup>rd</sup> Street • Lemont, IL. 60439

#### TERMS AND CONDITIONS

GUARANTEE AND WARRANTY: The proposal includes a one (1) year parts warranty from the manufacturer and a ninety (90) day workmanship guarantee from F.E. Moran, Inc., Refrigeration from date of completion of such work. Any extended equipment / part warranties or defined requirements will be listed under "Clarifications" above. Beyond 90 days this warranty does not include the cost of handling, shipping, or transportation involved in supplying replacement for defective components. The CUSTOMER agrees to provide routine maintenance as specified by the manufacturer to ensure efficient operation and warranty coverage. Warranty will be void if the following occurs: (i) payments are not made in accordance with the terms and conditions of this proposal; (ii) the CUSTOMER neglects to keep the operation of its refrigeration system in good working order; (iii) CUSTOMER carelessly damages, misuses or abuses its refrigeration system; (iv) any damage to CUSTOMER's refrigeration system results from any unforeseen condition occurring beyond F.E. Moran, Inc., Refrigeration's control; or (v) the CUSTOMER or a third party performs any alteration, modification, installation, or repair to the CUSTOMER's refrigeration system.

**GENERAL TERMS AND CONDITIONS:** Unless specifically stated otherwise, all work will be performed by competent union workers during normal working hours, Monday through Friday, 7:00AM until 3:30 PM. This proposal supersedes all previously dated documents. F.E. Moran, Inc., Refrigeration shall not be required to furnish any equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this proposal. CUSTOMER agrees that the venue for any legal actions shall be in the Circuit Courts of Cook County. F.E. Moran, Inc. Refrigeration's time to perform its obligations shall be extended as necessary if performance is delayed by parts or equipment unavailability, strikes, lockouts or other labor difficulties; pandemics, transportation delays; casualty; war, rebellion, or riot, acts of God or government or any cause whatsoever beyond F.E. Moran, Inc., Refrigeration's reasonable control.

This proposal contains proprietary design and pricing information and is provided to the CUSTOMER for their confidential use only. The CUSTOMER agrees not to lend, reproduce or otherwise disclose its contents without express written consent of F.E. Moran, Inc., Refrigeration.



John St. Ice Arena 545 John St. Bensenville, IL 60106 January 30, 2025

#### RE: RETUBE THE EVAPORATOR TUBE BUNDLE

F.E. Moran, Inc. Refrigeration submits the following proposal to retube the leaking evaporator tube bundle. The following is included:

# **SCOPE**

- Remove the cold floor system brine utilizing a vacuum truck
- Run water through the system and remove the diluted brine mixture utilizing a vacuum truck
- Refill the system with water and cleaning solution, allow to clean overnight
- Drain and flush the cold floor brine system
- Remove brine from the snow melt system
- Remove blocks from the wall between the engine room and Zamboni room
- Cut the snowmelt piping out of the way
- Remove all ammonia from the system
- Remove both tube bundle end bells and any related piping
- Retube the evaporator tube bundle
- Pressure test the retubed bundle (customer witness required)
- Clean the end bells and reinstall along with the related piping
- Reinsulate the end bells and related piping
- Weld the snowmelt piping back in
- Close up the hole in the wall with new block
- Add new brine to the cold floor system and top off the snowmelt system
- Add new ammonia to the system
- Start the system and check for proper operation

TOTAL COST \$158,023.35



#### **CLARIFICATIONS AND EXCLUSIONS:**

- Freight **IS** included
- Tax exempt
- If the cost of materials required for the performance of the work increases due to unforeseen market fluctuations, F.E. Moran, Inc. shall be entitled to an adjustment in the contract price to reflect such price escalation
- Assumes the tube bundle gasket mating surfaces are usable after normal cleaning. If the surfaces
  need to be repaired, the customer will be notified and a separate quote will be generated at the
  customers discretion.
- The evaporator shell will be flushed of light sediment. If the shell contains large amounts of debris and or sediment, the customer will be notified and a separate quote will be generated at the customers discretion.
- Excessive scale or chemical buildup on the tubes may require additional labor to remove. In such case the customer will be notified and a separate quote will be generated at the customer discretion.
- Condition of the tube sheets are unknown until the tubes are removed. If any cracks, corrosion or damage are found, the customer will be notified and a separate quote will be generated at the customers discretion.
- Overtime is not included
- Assumes all floor drains are fully operational. Any damage incurred by blocked drains are not the responsibility of FE Moran Refrigeration or subcontractors in the employ of FE Moran Refrigeration.
- If upon opening the evaporator it is found that the tubes are not replaceable, a new quote will be generated to plug the affected tubes and return the system to normal operating conditions. If material was ordered for the retube and cannot be returned, the customer is responsible for the costs.
- Assumes the use of a fire hydrant and hose connecting the hydrant to the brine system
- Assumes free and clear access to equipment
- Assumes positive isolation can be achieved
- This proposal shall remain valid for 7 days

F.E. Moran, Inc. Refrigeration appreciates the opportunity to submit our solution for this project. If you have any questions, please feel free to call me at 815-295-6645.

Respectfully,

# F.E. Moran, Inc. Refrigeration

Mike Monahan Technical Sales



#### TERMS AND CONDITIONS

**TERMS**: F.E. Moran, Inc. Refrigeration payments are due upon receipt of invoice. CUSTOMER agrees to pay interest on any sums outstanding and past due computed at 1.5% per month or at highest lawful rate if that rate is lower. Any costs to collect any outstanding and past due amounts, including reasonable attorney fees, shall be paid by CUSTOMER. This proposal is binding upon acceptance and will remain valid for (30) days prior to the expiration of the current terms of agreement; after (30) days price subject to increase due to material, equipment and labor escalation. This proposal is subject to credit review. A deposit, or payment upon delivery, may be required.

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15700 W. 103<sup>rd</sup> Street • Lemont, IL. 60439

building structural, electrical, and mechanical systems). F.E. Moran, Inc. Refrigeration's scope of work will not include identification, detection, abatement, encapsulation or removal of any hazardous material or substance. Customer agrees to indemnify, defend and hold harmless F.E. Moran, Inc. Refrigeration, to the fullest extent permitted by law, against any and all losses, damages, and costs (including expert fees and reasonable attorney's fees) arising from any and all third-party claims (including employees of F.E. Moran, Inc. Refrigeration) for personal injury, death, property damage or economic loss involving exposure to hazardous materials or conditions.

#### TERMS AND CONDITIONS

GUARANTEE AND WARRANTY: The proposal includes a one (1) year parts warranty from the manufacturer and a ninety (90) day workmanship guarantee from F.E. Moran, Inc., Refrigeration from date of completion of such work. Any extended equipment / part warranties or defined requirements will be listed under "Clarifications" above. Beyond 90 days this warranty does not include the cost of handling, shipping, or transportation involved in supplying replacement for defective components. The CUSTOMER agrees to provide routine maintenance as specified by the manufacturer to ensure efficient operation and warranty coverage. Warranty will be void if the following occurs: (i) payments are not made in accordance with the terms and conditions of this proposal; (ii) the CUSTOMER neglects to keep the operation of its refrigeration system in good working order; (iii) CUSTOMER carelessly damages, misuses or abuses its refrigeration system; (iv) any damage to CUSTOMER's refrigeration system results from any unforeseen condition occurring beyond F.E. Moran, Inc., Refrigeration's control; or (v) the CUSTOMER or a third party performs any alteration, modification, installation, or repair to the CUSTOMER's refrigeration system.

**GENERAL TERMS AND CONDITIONS:** Unless specifically stated otherwise, all work will be performed by competent union workers during normal working hours, Monday through Friday, 7:00AM until 3:30 PM. This proposal supersedes all previously dated documents. F.E. Moran, Inc., Refrigeration shall not be required to furnish any equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this proposal. CUSTOMER agrees that the venue for any legal actions shall be in the Circuit Courts of Cook County. F.E. Moran, Inc. Refrigeration's time to perform its obligations shall be extended as necessary if performance is delayed by parts or equipment unavailability, strikes, lockouts or other labor difficulties; pandemics, transportation delays; casualty; war, rebellion, or riot, acts of God or government or any cause whatsoever beyond F.E. Moran, Inc., Refrigeration's reasonable control.

This proposal contains proprietary design and pricing information and is provided to the CUSTOMER for their confidential use only. The CUSTOMER agrees not to lend, reproduce or otherwise disclose its contents without express written consent of F.E. Moran, Inc., Refrigeration.

TYPE: SUBMITTED BY: DEPARTMENT: DATE:

Resolution Todd Finner Recreation February 25,2025

#### **DESCRIPTION:**

Resolution Amendment to the Resolution R-10-2025 Approving a Sales Agreement with Nevco Scoreboards to Replace the Edge on Jefferson West Scoreboard in the Not-to-Exceed Amount of \$49,329.65.

#### SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:	DATE:
N/A	N/A

#### BACKGROUND:

Resolution No. R-10-2025 authorizes the execution of a purchase order with a company known as NEVCO Scoreboards. Historically, NEVCO served as the manufacturer, seller and installer of their scoreboards. However, NEVCO has currently contracted with a dealer known as Correct Digital Displays, Inc. to perform the installation of the NEVCO scoreboard in the West rink.

#### **KEY ISSUES:**

Resolution No. R-10-2025 authorizes the execution of a purchase order with NEVCO Scoreboards. An amendment to Resolution No. R-10-2025 is required to authorize the execution of a purchase order with Correct Digital Displays, Inc.

#### **ALTERNATIVES:**

Discretion of the Board.

#### RECOMMENDATION:

Staff recommends amending Resolution R-10-2025 to authorize the execution of purchase order with Correct Digital Displays, Inc. to replace the Jefferson West Scoreboard in the Not-to-Exceed amount of \$49,329.65.

#### **BUDGET IMPACT:**

The purchase of the new scoreboard from Correct Digital Displays, Inc is \$49,329.65 and is included in the 2025 CIP budget.

#### **ACTION REQUIRED:**

Approval of a Resolution Authorizing a Sales Agreement with Nevco Scoreboards to replace the Edge on Jefferson West Scoreboard in the Not-to-Exceed amount of \$49.329.65.

#### **ATTACHMENTS:**

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Amended Resolution	2/18/2025	Resolution Letter
NEVCO 4770 - Quote	2/18/2025	Backup Material
Original Resolution 1-28-25 Meeting	2/18/2025	Backup Material

#### RESOLUTION NO.

# A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PURCHASE ORDER WITH CORRECT DIGITAL DISPLAYS, INC. TO REPLACE THE WEST RINK SCOREBOARD AT JEFFERSON STREET THE NOT-TO-EXCEED AMOUNT OF \$49,329.65

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

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

WHEREAS, it is sometimes necessary, in furtherance of its statutory functions, for the VILLAGE to engage various outside services required by the VILLAGE; and

WHEREAS, the Village of Bensenville has requested Correct Digital Displays, Inc to provide a new scoreboard for the Edge West Ice Arena at 735 E. Jefferson Street;

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

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

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest to, as the agreement for the Services, the agreement attached hereto and incorporated herein by reference as Exhibit "A," with such additions and revisions thereto as the Village Attorney shall require.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 25th day of February 2025.

APPROVED:
Frank DeSimone, Village President
ATTEST:
Nancy Quinn, Village Clerk
Ayes:
Nays:
Absent:



700 W Center St Sandwich, IL 60548 SOURCEWELL / NJPA State Purchasing

Program/Co-op Program: Member #\_\_\_\_\_ Nevco Contract #050819-NVC Customer must show their SOURCEWELL member # on their Purchase Order.



# QUOTATION

A Nevco-Authorized Dealer

				A Nevo	co-Authorized Deale	er
Acc	ount Name	Village of Bensenville	Created Date			2/13/2025
Quo	te Number	00169158	Expiration Date			3/14/2025
Cor	ntact Name	Todd Finner	Prepared By			Gerry Reid
	Title	Facility Manager	Title		Scoring & Displ	ay Consultant
	Phone	(630) 766-8888	Email Address		greio	l@nevco.com
Mailir	ng Address	Bensenville, IL USA				
Ema	ail Address	tfinner@bensenville.il.us				
Quantity	Model/Part #	Product Description	Dimensions L x H x W/D	Unit Price	Discount (Percentage)	Total Price
Quantity 1.00	Model/Part # 4-FACE-4770-NL	Product Description  Hockey LED Scoreboard with Amber/Red Digits		Unit Price USD 32,343.00		Total Price USD 30,725.85
1.00		Hockey LED Scoreboard with Amber/Red		USD	(Percentage)	USD
1.00	4-FACE-4770-NL	Hockey LED Scoreboard with Amber/Red Digits	W/D	USD 32,343.00 USD	(Percentage) 5.00%	USD 30,725.85 USD
1.00	4-FACE-4770-NL MPCW-7	Hockey LED Scoreboard with Amber/Red Digits  Controller MPCW-7 (Wired or Wireless)	0.9'x0.8'x4"	USD 32,343.00 USD 1,240.00	(Percentage) 5.00% 5.00%	USD 30,725.85 USD 1,178.00
1.00 1.00 1.00 1.00	4-FACE-4770-NL MPCW-7 MPCW Case MPCW-7 Indoor	Hockey LED Scoreboard with Amber/Red Digits  Controller MPCW-7 (Wired or Wireless)  MPC/ MPCW Control Carrying Case  Receiver MPCW-7 (Wireless) for indoor	0.9'x0.8'x4"	USD 32,343.00 USD 1,240.00 USD 90.00	(Percentage) 5.00% 5.00% 5.00%	USD 30,725.85 USD 1,178.00 USD 85.50

Ttl Shipping Wt (lbs)	3,000	Subtotal	USD 32,629.65
County	DuPage	Freight	USD 1,700.00
Total Savings!	USD -1,717.35	Installation	USD 15,000.00
		Total	USD 49,329.65

# Billing/Shipping Information

Bill To Name	Village of Bensenville	Ship To Name	Correct Digital
Bill To	1000 W. WOOD STREET	Ship To	700 West Center St
	Bensenville, IL 60106		Sandwich, IL 60548
	USA		USA

#### **Payment Information**

Purchase Order	Correct Digital Displays	Remit To Address	Correct Digital Displays
Address	700 W Center St		700 W Center St
	Sandwich, IL 60548		Sandwich, IL 60548

# Additional Accessories/Options:

	Quantity Model/Part #	Product Description	Unit Price Discount	Ext. Price	Shipping
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Quote Number 00169158 Visit Our Website www.nevco.com



700 W Center St Sandwich, IL 60548 SOURCEWELL / NJPA State Purchasing
Program/Co-op Program: Member #\_\_\_\_
Nevco Contract #050819-NVC
Customer must show their SOURCEWELL
member # on their Purchase Order.



QUOTATION

4.00 | Imprinted Logo up to 6 sq ft

Applied to scoreboard face.

USD % 144.00 USD ANditional Shipping Dhanges May 576.00 Apply

#### **Additional Notes**

SOURCEWELL / NJPA State Purchasing Program/Co-op Program: Member #\_\_\_\_\_\_\_\_
Nevco Contract #050819-NVC
Customer must show their SOURCEWELL member # on their Purchase Order.

Install does not include floor protection

#### **Quote Terms and Conditions**

The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Unless shown specifically in the quote, shipping is an additional cost and is not included. Due to the custom nature of our products, our preferred payment terms are 50% down and remaining balance net 30. Additional payment terms available upon credit review. Shipping terms are F.O.B. Greenville, IL USA.

All Scoreboards and Message Centers are UL Listed and most come with our free 5-year guarantee (Exception: Special promotion/packages may have shorter warranty and are noted in product descriptions). Portable Production Kits carry a 3-year guarantee. Wireless components and Solar Power Kit carry a 2-year guarantee. Hand-held controls, switches and printed scrims carry a 1-year guarantee. Performance and Payment Bonds, if required, will include a one-year warranty after substantial completion.

STATE TAX EXEMPT FORM MUST BE SUBMITTED WITH ORDER OR TAXES WILL BE INVOICED.

Scoreboards are available in 15 standard colors at no extra charge. Please contact your consultant for production/shipping lead times.

Quote Number 00169158 Visit Our Website www.nevco.com

#### RESOLUTION NO.

# A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PURCHASE ORDER WITH NEVCO SCOREBOARDS TO REPLACE THE WEST RINK SCOREBOARD AT JEFFERSON STREET THE NOT-TO-EXCEED AMOUNT OF \$51,047.00

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 et seq.; and

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

WHEREAS, it is sometimes necessary, in furtherance of its statutory functions, for the VILLAGE to engage various outside services required by the VILLAGE; and

WHEREAS, the Village of Bensenville has requested NEVCO Scoreboards to provide a new scoreboard for the at the Edge Ice Arena at 735 E. Jefferson Street;

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

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

SECTION TWO: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest to, as the agreement for the Services, the agreement attached hereto and incorporated herein by reference as Exhibit "A," with such additions and revisions thereto as the Village Attorney shall require.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 28th day of January, 2025.

APPROVED:	
Frank DeSimone, Village President	
ATTEST:	
Nancy Quinn, Village Clerk	
Ayes:	
Nays:	
Absent:	