

Village Board

Village President

Frank DeSimone

Trustees

Rosa Carmona

Ann Franz

Marie T. Frey

McLane Lomax

Nicholas Panicola Jr.

Armando Perez

Village Clerk

Nancy Quinn

Village Manager

Daniel Schulze



Village of Bensenville, Illinois VILLAGE BOARD COMMITTEE OF THE WHOLE AGENDA 6:30 PM March 18, 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. *October 15, 2024 Committee of the Whole Meeting Minutes*
 2. *November 19, 2024 Special Committee of the Whole (Budget Workshop) Minutes*
- VI. **REPORTS OF VILLAGE DEPARTMENTS**
 - A. Administration
 1. *Consideration of a Resolution Granting the Advice and Consent to the President's Appointment of Jose Ortiz to the Community Development Commission*
 - B. Community and Economic Development
 1. *Consideration of an Ordinance Approving Special Use Permit (Outdoor Storage Area) at 1084 Industrial Dr Unit 6*
 2. *Consideration of an Ordinance Granting a Preliminary and Final Plat of Subdivision at 224 Marshall Rd*
 3. *Consideration of an Ordinance Granting Special Use Permit (Motor Vehicle Repair and/or Service) and Special Use Permit (Outdoor Storage Area) at 1025 Industrial Dr*
 4. *Consideration of an Resolution Approving the 2025 Zoning Map*
 - C. Finance – No Report
 - D. Police Department – No Report
 - E. Public Works

1. *Informational Item Regarding the Illinois Section of the American Water Works Association (ISAWWA) Water Ambassador Program*
2. *Consideration of a Resolution Authorizing the Execution of a Four (4) Year Contract (2025-2028) with Gewalt Hamilton Associates, Inc. for the Fire Hydrant Flow Testing Services in the Not-to-Exceed Amount of \$69,457*
3. *Consideration of a Resolution Authorizing the Execution of a Construction Engineering Services Agreement with Edwin Hancock Engineering Company for the 2025 Residential Street Improvements Program in the not-to-exceed amount of \$123,980*
4. *Consideration of a Resolution Authorizing the Execution of a Construction Contract to Plote Construction, Inc. of Elgin, IL for the 2025 Residential Street Improvements Program in the not-to-exceed amount of \$1,046,117.66*
5. *Consideration of a Resolution Authorizing the Execution of Change Order No. 1 with Layne Christensen Company of Aurora, IL for the 2024 Abandonment of Well #3, #6, and #7 for an Increase of \$482,815.50 for a Final Contract Amount of \$965,589.50.*

F. Recreation

1. *Consideration of a Resolution Establishing Guidelines and Procedures for 2025 Senior/Disabled Grass Cutting Program*
2. *Consideration of a Resolution Authorizing the Execution of a Contract with Tomas Herrera Landscaping for the 2025 Senior/Disabled Grass Cutting Program*
3. *Consideration of a Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the 2025 Senior/Disabled Grass Cutting Program*
4. *Consideration of a Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Ground Corp. for the 2025 Senior/Disabled Grass Cutting Program*
5. *Consideration of a Resolution Authorizing the Execution of a Contract with KSK Landscaping & Handyman Corp. for the 2024 Senior/Disabled Grass Cutting Program*

VII. INFORMATIONAL ITEMS

VIII. UNFINISHED BUSINESS

IX. 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)]

X. ADJOURNMENT

TYPE:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**March 18, 2025**DESCRIPTION:**October 15, 2024 Committee of the Whole Meeting Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

DRAFT_241015_COW

Upload Date

3/5/2025

Type

Cover Memo

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

**MINUTES OF THE COMMITTEE OF THE WHOLE
October 15, 2024**

CALL TO ORDER: Village President, Frank DeSimone, called the meeting to order at 6:30 p.m.

PRESENT: Upon roll call by Village Clerk, Nancy Quinn, the following Board Members were present:

President DeSimone, Frey, Lomax, Panicola

Absent: Carmona, Franz, Perez

A quorum was present.

Staff Present: E. Summers, L. Banovetz, J. Caracci, K. Pozsgay, C. Williamsen, E. Zodrow

Public Comment: There was no Public Comment.

**Approval of
Minutes:**

The September 17, 2024 Committee of the Whole Meeting minutes were presented.

Motion: Trustee Lomax made a motion to approve the minutes as presented. Trustee Frey seconded the motion.

All were in favor. Motion carried.

Datto Backup: Village Manager, Evan Summer, presented a **Resolution Approving a Renewal Agreement with Datto Backup and Disaster Recovery for the Village of Bensenville.**

Village Manager, Evan Summers stated disaster recovery can affect data, storage and underlying infrastructure. Mr. Summers stated the Datto backup and disaster recovery appliance has served as an accessible option to continue operations within the Village of Bensenville if a disaster were to occur.

Mr. Summers stated the world of cyber security is constantly changing, and it requires that the Village of Bensenville adopt a multifaceted and dynamic approach in order to ensure the safety of our data and our ability to serve residents and businesses alike. Mr. Summers stated the Village's IT consultant and chief technology officer's recommendation is to continue with Datto BCDR. Mr. Summers stated the IT Governance Committee agreed that Datto continue to service the Village's network.

Mr. Summers stated an opportunity to upgrade our main backup for the Village has been presented and the Village would get a free upgrade replacement of our Datto BCDR device and a 5-year warranty with the ability to lock in our pricing for 36 months.

Motion:

Trustee Panicola made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Lomax seconded the motion.

All were in favor. Motion Carried.

**IGA CPCK
Coalition:**

Village Manager, Evan Summer, presented a **Resolution Authorizing an Intergovernmental Agreement Between the County of DuPage and the Following Municipalities: Village of Itasca, City of Wood Dale, Village of Roselle, Village of Bensenville, Village of Bartlett, City of Elgin, The Village of Hanover Park and the Village of Schaumburg as the Stop CPKC Coalition Opposing the Merger of the Canadian Pacific Railway and Kansas City Southern Railroads.**

Mr. Summers stated on February 22, 2022, the Village Board voted unanimously that the Village of Bensenville join a coalition formed with other communities that share similar concerns regarding the merger of Canadian Pacific and Kansas City Southern Railways.

Mr. Summers stated a new IGA has been prepared to update the mission of the Coalition and terms of the agreement for the future.

Mr. Summers stated each of the municipalities of the coalition, approved a submission of an application with the Surface Transportation Board to review the identified adverse impacts relating to the merger. Mr. Summers stated the coalition also is promoting awareness of the detrimental impacts specifically associated with the projected freight train traffic increase and safety concerns on their communities with the completion of the merger.

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

All were in favor. Motion Carried.

764 Thomas Dr.: Village Manager, Evan Summer, presented an **Ordinance Approving Special Use Permit (Motor Vehicle Repair and/or Service) and Special Use Permit (Outdoor Storage) at 764 Thomas Dr.**

Director of Community and Economic Development, Kurtis Pozsgay stated the Petitioner, Doctor Rooter and Plumbing, represented by Miguel Ayala, is seeking approval of a special use permit to allow motor vehicle repair and/or service, as well as outdoor storage on-site.

Mr. Pozsgay stated at this site, they would store their work trucks and run their administrative office. Mr. Pozsgay stated they also perform repair on equipment and vehicles.

Mr. Pozsgay stated there is currently vehicle parking inside the property as well.

Mr. Pozsgay stated none of the spots slated for truck storage are currently striped for truck storage.

Mr. Pozsgay stated the property is located within an I-2 Zoning District, where outdoor storage areas are allowed with a special use permit.

Mr. Pozsgay stated several aspects of the property do not conform with code.

Mr. Pozsgay stated several actions would be needed to ensure that the building is equipped to service vehicles and bring the property up to code.

Mr. Pozsgay stated the parking on the property needs to be better organized.

Mr. Pozsgay stated the site is 1.10 acres.

Mr. Pozsgay stated the Community Development Commission voted 4-0 to recommend approval for the Special Use Permit (Motor Vehicle Repair and/or Service). The motion was approved.

Mr. Pozsgay stated the Community Development Commission voted 4-0 to recommend approval for the Special Use Permit (Outdoor Storage). The motion was approved.

Motion:

Trustee Lomax made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Panicola seconded the motion.

All were in favor. Motion Carried.

185 Massel Ct.: Village Manager, Evan Summer, presented an **Ordinance Granting Variations for Garage Size, Driveway Width, and Parking Pad Size at 185 Massel Court.**

Mr. Pozsgay stated the Petitioner, Antonio Fanizza, is seeking 10 variances to construct a six-story mixed-use development.

Mr. Pozsgay stated the Petitioner, Ron Walsh, is seeking approval of three variances.

Mr. Pozsgay stated these variances are to allow the expansion of the driveway and to increase the storage capability of the garage.

Mr. Pozsgay stated the proposed expanded garage and driveway are for a single-family residence.

Mr. Pozsgay stated the property is in an R-1 Single-Unit Dwelling District.

Mr. Pozsgay stated the proposed plans do not exceed the 50% coverage limit and are all within the necessary setbacks.

Mr. Pozsgay stated the variance for garage size is to rectify an earlier staff error.

Mr. Pozsgay stated this is a new build on a vacant lot.

Mr. Pozsgay stated the garage size variation is to address an earlier staff error.

Mr. Pozsgay stated the proposed plans do not exceed the 50% coverage limit and are all within the necessary setbacks.

Mr. Pozsgay stated the Community Development Commission voted 4-0 to approve all variation requests.

Motion:

Trustee Panicola made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Frey seconded the motion.

All were in favor. Motion Carried.

250 Mohawk Dr.: Village Manager, Evan Summer, presented an **Ordinance Granting a Variance, Driveway Width for 250 Mohawk Drive.**

Mr. Pozsgay stated the Petitioners, Bryan & Shannon Wess, are seeking a variance to expand their driveway width 8 feet to 20 feet.

Mr. Pozsgay stated the Petitioners have stated they would like the expanded driveway to accommodate the in-home healthcare and caretaking services needed to care for a child.

Mr. Pozsgay stated the property is in an R-2 Single-Unit Dwelling District.

Mr. Pozsgay stated the proposed plans do not exceed the 50% coverage limit.

Mr. Pozsgay stated the proposed plans do not exceed the 50% coverage limit.

Mr. Pozsgay stated the Community Development Commission voted 4-0 to recommend approval.

Motion:

Trustee Lomax made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Frey seconded the motion.

All were in favor. Motion Carried.

621 N. IL. Rt. 83: Village Manager, Evan Summer, presented an **Ordinance Transferring a Special Use Permit from BXT Inc. to Navigation Global LLC at 621 N IL Rt 83.**

Mr. Pozsgay stated the Petitioner, a new tenant expected at 621 B IL Route 83, is requesting a transfer of the Special Use Permit previously granted to a tenant at the same property.

Mr. Pozsgay stated Navigation Global LLC is requesting a Special Use Permit, Motor Vehicle Repair and/or Service, be transferred from the previous tenant to them.

Mr. Pozsgay stated they plan on utilizing the established parking configuration- outdoor storage will only take place in the area striped for truck trailer and bobtail parking.

Mr. Pozsgay stated parking will not take place on Fairway Drive.

Mr. Pozsgay stated repair services will be limited to the inside of the facility and will be limited to Navigation Global LLC's fleet of vehicles.

Mr. Pozsgay stated the property is within an I-2 General Industrial District.

Mr. Pozsgay stated work can only be done on Navigation Global LLC trucks.

Mr. Pozsgay stated the approval standards from the previous ordinance apply to this applicant as well.

Mr. Pozsgay stated the Community Development Commission voted 4-0 to approve the transfer.

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

All were in favor. Motion Carried.

TIF 6 Transfer: Village Manager, Evan Summer, presented a **Resolution Authorizing the Transfer from the Special Tax Allocation Fund of the Route 83 and Thorndale Redevelopment Area TIF District 6 to the Special Tax Allocation Fund of the Contiguous North Industrial District Redevelopment Area TIF District 12 for the Payment of Eligible Costs.**

Director of Finance, Lisa Banovetz stated the Village is requesting authorization from its Board to port surplus funds of \$810,133 from the Route 83 and Thorndale Redevelopment Area TIF District 6 to the contiguous North Industrial District Redevelopment Area TIF District 12. The Route 83 and Thorndale Redevelopment Area TIF District 6 expired on February 19, 2024, and will officially terminate on December 31, 2024.

Mrs. Banovetz stated Route 83 and Thorndale Redevelopment Area TIF District 6 will terminate on December 31, 2024.

Mrs. Banovetz stated Route 83 and Thorndale Redevelopment Area TIF District 6 is currently projected to have a surplus balance upon closing.

Mrs. Banovetz stated the approval of porting the Route 83 and Thorndale Redevelopment Area TIF District 6 surplus at the date of its termination to the contiguous North Industrial District Redevelopment Area TIF District 12 will allow the Village to continue to fund economic development and community improvement projects in this designated North Industrial District Redevelopment Area TIF District 12.

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

All were in favor. Motion Carried.

**Willowbrook Ford
Purchase Order:**

Village Manager, Evan Summer, presented a **Resolution Authorizing the Execution of a Purchase Order to Willowbrook Ford for the Purchase of a Police Vehicle in the Not-to Exceed Amount of \$50,500.**

Deputy Police Chief Zodrow stated on September 27, 2024, Squad 311 was responding to a panic alarm at Fenton High School and was involved in a crash. Deputy Chief Zodrow stated on October 10, 2024, The Village was notified that the insurance company will be declaring the vehicle a total loss. Deputy Chief Zodrow stated a replacement vehicle was located at Willowbrook Ford in the amount of \$50,500.00. We are seeking approval to purchase the replacement vehicle and apply the insurance settlement to the price.

Deputy Chief Zodrow stated squad 311 has been declared a total loss from the insurance company. Deputy Chief Zodrow stated due to the time sensitivity of getting a replacement vehicle, Willowbrook Ford has been determined to be the best option to purchase the replacement vehicle.

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

All were in favor. Motion Carried.

24/25 Snow Removal

Guidelines: Village Manager, Evan Summer, presented a **Resolution Establishing Guidelines and Procedures for the 2024 - 2025 Senior / Disabled Snow Removal Program.**

Director of Public Works, Joe Caracci stated the Village President and Board of Trustees have determined that a significant public interest is served by establishing a program to provide snow removal services to residents that are elderly or disabled and have no one else within their household to perform such task.

Mr. Caracci stated it is the desire of Village President DeSimone and the Board of Trustees to implement the program and formalize general guidelines and establish certain procedures for the fair and effective implementation of the program.

Mr. Caracci stated 2024 - 2025 Winter season will be the **8th season** that we are offering this program.

Mr. Caracci stated the application process and Program guidelines have been established and are attached to the proposed Resolution as **Exhibit A**. Mr. Caracci stated the Program guidelines remain unchanged from last year.

Mr. Caracci stated the Program has different contractors that will be assigned to residents based on their location.

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

All were in favor. Motion Carried.

LAR Lawn: Village Manager, Evan Summer, presented a **Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Grounds for the 2024 - 2025 Senior / Disabled Snow Removal Program.**

Mr. Caracci stated the Village of Bensenville is entering its eighth year of our Senior / Disabled Snow Removal Program for the upcoming 2024 - 2025 Winter Season.

Mr. Caracci stated the program will utilize independent contractors to perform snow removal services for our senior and disabled residents who meet program criteria.

Mr. Caracci stated there are no changes to the program for 2024 - 2025 winter season.

Mr. Caracci stated L.A.R. has been performing Senior / Disabled Snow Removal for the Village for the past seven years.

Mr. Caracci stated the contract includes the terms and expectations set forth by the Program.

Motion:

Trustee Lomax made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Panicola seconded the motion.

All were in favor. Motion Carried.

**Thomas Herrera
Landscaping:**

Village Manager, Evan Summer, presented a **Resolution Authorizing the Execution of a Contract with Thomas Herrera Landscaping for the 2024 - 2025 Senior / Disabled Snow Removal Program.**

Mr. Caracci stated the Village of Bensenville is entering its eighth year of our Senior / Disabled Snow Removal Program for the upcoming 2024 - 2025 Winter Season.

Mr. Caracci stated the program will utilize independent contractors to perform snow removal services for our senior and disabled residents who meet program criteria.

Mr. Caracci stated there are no changes to the program for 2024 - 2025 winter season.

Mr. Caracci stated Thomas Herrera Landscaping has been performing Senior / Disabled Snow Removal for the Village for the past seven years.

Mr. Caracci stated the contract includes the terms and expectations set forth by the Program.

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

All were in favor. Motion Carried.

**Welfin Zacarias
Landscaping:**

Village Manager, Evan Summer, presented a **Resolution Authorizing the Execution of a Contract with Welfin Zacarias Landscaping Services for the 2024 - 2025 Senior / Disabled Snow Removal Program.**

Mr. Caracci stated the Village of Bensenville is entering its eighth year of our Senior / Disabled Snow Removal Program for the upcoming 2024 - 2025 Winter Season.

Mr. Caracci stated the program will utilize independent contractors to perform snow removal services for our senior and disabled residents who meet program criteria.

Mr. Caracci stated there are no changes to the program for 2024 - 2025 winter season.

Mr. Caracci stated Welfin Zacarias Landscaping Services will be the first year performing Senior / Disabled Snow Removal for the Village.

Mr. Caracci stated the contract includes the terms and expectations set forth by the Program.

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

All were in favor. Motion Carried.

**PACE Change
Order No. 1:**

Village Manager, Evan Summer, presented a **Resolution Authorizing the Execution of Change Order No. 1 with PACE Paratransit Local Share Agreement for Participation in the 2024 Ride DuPage Program for an Increase of \$36,297 for a Revised Purchase Order Amount of \$61,297.**

Mr. Caracci stated the Ride DuPage Program is run in partnership with PACE through the Inter Agency Paratransit Coordinating Council (IAPCC) and offers 24-hour / 7-days per week service anywhere within the DuPage County boundary limits. Rider fees are established by Ride DuPage and are \$2 base fee plus \$1 per mile. Mr. Caracci stated the Program is only offered to seniors and disabled individuals.

Mr. Caracci stated the benefits of Ride DuPage include:

- 24/7/365 service for seniors
- Full range of destinations throughout DuPage County rather than just Bensenville
- Increased reliability
- Efficiencies through government consolidation/partnerships
- Reduced administrative costs to the Village as PACE handles all dispatching and complaints
- Reduced subsidy required by the Village

Mr. Caracci stated the Village Board approved R-154-2023 with PACE for an agreement of \$25,000.

Mr. Caracci stated as we have seen with many trades and contracts, cost of services has skyrocketed. Mr. Caracci stated equipment and labor rates for buses and taxis is without exception. Mr. Caracci stated the Village receives a fixed subsidy from PACE each year. Mr. Caracci stated this subsidy typically lasts several months. Mr. Caracci stated this year our subsidy was used up in the first two months of the year. Mr. Caracci stated as the subsidy is used up quicker and cost of ridership changes, so do our monthly invoices.

Mr. Caracci stated the Village currently has approximately 250 clients registered in the Program. The average monthly cost in 2023 was around \$1,500 a month. In 2024, however, our average monthly cost has been trending in the \$6,000 range.

Mr. Caracci stated staff recommends an increase on the Purchase Order in the amount of \$36,297 for a revised amount of \$61,297.

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

All were in favor. Motion Carried.

Cargill Salt: Village Manager, Evan Summer, presented a **Resolution Authorizing the Execution of a Purchase Order with Cargill for the Purchase of 600 Tons of Bulk Rock Salt in the Not-to-Exceed Amount of \$41,688.**

Mr. Caracci stated one of Public Works core functions is our snow and ice management program. Mr. Caracci stated keeping our streets safe during winter events is something the department takes considerable pride in. Mr. Caracci stated one of the key variables in a successful snow and ice management program is rock salt. Mr. Caracci stated in a typical winter, we utilize approximately 1,250 tons of salt.

Mr. Caracci stated the Village has taken a number of approaches in securing our rock salt purchases in the past - State bid, County bid, open market, and emergency contracts. Mr. Caracci stated over the years, the Village has elected to secure salt from two different sources (State of Illinois and DuPage County). Mr. Caracci stated this approach provided us the ability to go to two different sources in a difficult winter, when securing extra salt is very difficult. Mr. Caracci stated this approach usually leads to two different prices that also gives us the ability to take advantage of maximizing our lower contract and minimizing our higher contract.

Mr. Caracci stated the State of Illinois contract allows for an 80% minimum purchase (400 tons) and a maximum of 120% (600 tons). Mr. Caracci stated the cost for 2025 is **\$69.48 per ton** as provided by Cargill. Our commitment is 600 tons which will keep our dome full through 2025 Season.

Mr. Caracci stated staff also participates in the DuPage County Joint purchase, our 2024-2025 cost through the County was \$ 73.90 per ton.

Mr. Caracci stated it is the intent of the Village purchase a combination from our two contracts that will yield the most salt for the least cost (based on need). Mr. Caracci stated we currently have approximately 1,500 tons in our salt dome.

Mr. Caracci stated Staff is requesting approval for the maximum quantity of salt (600 tons) at this time. Mr. Caracci stated any unused salt allowance will be returned to the general fund and used in future years. Mr. Caracci stated the cost of the maximum salt purchase is \$41,688.

Mr. Caracci stated we anticipate using this Purchase Order at the end of the season to fill our dome.

Motion:

Trustee Lomax made a motion to approve this item for placement on a future Village Board Meeting Agenda for action. Trustee Panicola seconded the motion.

All were in favor. Motion Carried.

**Roesch Ford
Warranties:**

Village Manager, Evan Summer, presented a **Resolution Authorizing the Purchase Order to Larry Roesch Ford of Bensenville, IL for the Purchase of Ten (10) Extended Warranties in the Not-to-Exceed Amount of \$30,095.**

Mr. Caracci stated Village Staff would like to purchase ten extended warranties for ten vehicles in the fleet that they feel the Village will benefit from.

Mr. Caracci stated Roesch Ford of Bensenville provide extended warranties for ten vehicles in the Village fleet. Mr. Caracci stated these include seven Police vehicles, two electric transit vans and a Public Works hybrid vehicle.

Mr. Caracci stated the total cost for ten extended warranties will be \$30,095.

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

All were in favor. Motion Carried.

Informational Items: There were no informational items.

Unfinished Business: There was no unfinished business.

Executive Session: Village Manager, Evan Summers, stated there was not a need for executive session.

ADJOURNMENT: Trustee Lomax made a motion to adjourn the meeting. Trustee Frey seconded the motion.

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 6:47 p.m.

Corey Williamsen
Deputy Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, March 2025

TYPE:Minutes**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**March 18, 2025**DESCRIPTION:**November 19, 2024 Special Committee of the Whole (Budget Workshop) Minutes**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****COMMITTEE ACTION:****DATE:****BACKGROUND:****KEY ISSUES:****ALTERNATIVES:****RECOMMENDATION:****BUDGET IMPACT:****ACTION REQUIRED:****ATTACHMENTS:****Description**

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Upload Date

3/5/2025

Type

Cover Memo

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

**MINUTES OF THE SPECIAL COMMITTEE OF THE WHOLE
(BUDGET WORKSHOP)
November 19, 2024**

CALL TO ORDER: Village President, Frank DeSimone, called the meeting to order at 7:39 p.m.

PRESENT: Upon roll call by Village Clerk, Nancy Quinn, the following Board Members were present:

Carmona, Frey, Lomax, Panicola Perez

Absent: Franz

A quorum was present.

Staff Present: E. Summers, L. Banovetz, J. Caracci, S. Flynn, K. M. Leyva, D. Schultz, D. Schulze, A. Sumner, K. Pozsgay, C. Williamsen

Public Comment: There was no Public Comment.

Approval of Minutes: There were no minutes for approval.

2025 Budget: Village Manager, Evan Summers and Director of Finance, Lisa Banovetz, presented to the Village Board the 2025 proposed budget. General discussion was held.

Informational Items: There were no information items.

Unfinished Business: There was no unfinished business.

Executive Session: Village Manager, Evan Summers, stated there was not a need for executive session.

ADJOURNMENT: Trustee Frey made a motion to adjourn the meeting. Trustee Carmona seconded the motion.

All were in favor. Motion carried.

President DeSimone adjourned the meeting at 8:40 p.m.

Corey Williamsen
Deputy Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, March 2025

TYPE:Resolution**SUBMITTED BY:**Corey Williamsen**DEPARTMENT:**Village Clerk's Office**DATE:**March 18, 2025**DESCRIPTION:**

Consideration of a Resolution Granting the Advice and Consent to the President's Appointment of Jose Ortiz to the Community Development Commission

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

N/A

DATE:

March 18, 2025

BACKGROUND:

The Village of Bensenville has a Community Development Commission that consists of seven members. The Community Development Commission functions as the Village's plan commission to prepare and recommend to the Board of Trustees a comprehensive plan for the present and future development of the Village, recommend changes from time to time in the official comprehensive plans, prepare and recommend to the Board of Trustees from time to time plans for specific improvements in pursuance of the official comprehensive plan and prepare regulations, projects and programs pertaining to development, redevelopment within the Village.

KEY ISSUES:

The Village President, along with consent from the Village Board make appointments to the Commission.

Ray King, a member of the Community Development Commission passed away leaving his seat vacant. Commissioner King's current seat was set to expire on April 30, 2025.

The Village President has recommended the appointment of Jose Ortiz to serve a five year term on the Community Development Commission; expiring April 30, 2030.

ALTERNATIVES:

Discretion of the Board.

RECOMMENDATION:

Staff recommends the approval of the proposed resolution.

BUDGET IMPACT:

None.

ACTION REQUIRED:

Approval or Denial of the proposed Resolution.

ATTACHMENTS:**Description**

Res_Jose_Ortiz_CDC_Appointment

Upload Date

3/5/2025

Type

Cover Memo

RESOLUTION NO. _____

**A RESOLUTION GRANTING THE ADVICE AND CONSENT TO
THE PRESIDENTS APPOINTMENT OF JOSE ORTIZ TO THE
COMMUNITY DEVELOPMENT COMMISSION**

WHEREAS, the Village of Bensenville (hereinafter referred to as the “Village”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, there exists a vacancy in membership on the Village’s Community Development Commission due to a term expiration of Ray King; and

WHEREAS, the President has recommended the appointment of Jose Ortiz to fill the vacancy for a full five year term which commences on March 25, 2025, and terminates on April 30, 2030; and

WHEREAS, the person so appointed is qualified to hold such a position; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1. The recitals set forth above are hereby incorporated herein by reference and made part hereof.

SECTION 2. Jose Ortiz is hereby appointed to fill a full term of office commencing on March 25, 2025, and ending on April 30, 2030.

SECTION 3. The Village Clerk is directed to properly designate the Resolution in the offices of the Village and to maintain a list of all appointments to Village Boards and Commissions.

SECTION 4. The Resolution shall be effective immediately upon its passage and approval, as provided for by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 25th day of March, 2025.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn Village Clerk

Ayes: _____

Nays: _____

Absent: _____

TYPE:Ordinance**SUBMITTED BY:**K. Quinn**DEPARTMENT:**CED**DATE:**03.18.25**DESCRIPTION:**Consideration of an Ordinance Approving Special Use Permit (Outdoor Storage Area) at 1084 Industrial Dr Unit 6**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☐*Financially Sound Village*☐*Enrich the lives of Residents*

X

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

COW

DATE:

03/18/25

BACKGROUND:

1. The Petitioner, Jobsite Solutions PDQuipment, is seeking approval of Special Use Permit, Outdoor Storage for their facility, located at 1084 Industrial Drive, Unit 6.
2. The unit is roughly 2,556 square feet, while the outdoor storage located, found in the rear of the property, is 2,821.5 square feet.
3. The outdoor storage area is not visible from the street, and while it is screened, that screening is not compliant with Village Zoning regulations.
4. The area is not currently striped for truck parking.

KEY ISSUES:

1. The outdoor storage area is in the rear of the building.
2. The outdoor storage area must be screened in accordance with Village standards.

ALTERNATIVES:

Discretion of the Committee of the Whole

RECOMMENDATION:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Special Use Permit with the following conditions:
 - a. The Special Use Permit be granted solely to Jobsite Solutions PDQuipment and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.
 - b. The outdoor storage area must be screened in accordance with Village standards.
 - c. Any truck parking in the outdoor storage area must be properly striped in accordance with Village standards.
 - d. Applicant must create utility account at Village.

The Community Development Commission voted 5-0 to recommend approval for the Special Use Permit (Outdoor Storage Area). The motion was approved.

BUDGET IMPACT:

NA

ACTION REQUIRED:

Approval of an Ordinance Granting Special Use Permit (Outdoor Storage Area) at 1084 Industrial Dr Unit 6

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Cover Page	3/5/2025	Cover Memo
Aerial & Zoning	3/5/2025	Backup Material
Legal Notice	3/5/2025	Backup Material
Application	3/5/2025	Backup Material
Staff Report	3/5/2025	Executive Summary
Site Plan	3/5/2025	Backup Material
Plat of Survey	3/5/2025	Backup Material
Draft CDC Minutes	3/5/2025	Backup Material
Draft Ordinance	3/5/2025	Ordinance



BENSENVILLE

GATEWAY TO OPPORTUNITY

**Community Development Commission
Public Hearing 03.04.25**

CDC Case #2025 – 02

**Jobsite Solutions Corp PDQuipment
1084 Industrial Drive Unit 6**

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

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





Village of Bensenville



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

NOTICE IS HEREBY GIVEN that a Meeting of the Community Development Commission of the Village of Bensenville, DuPage and Cook Counties, will be held on Tuesday, March 4, 2025, at 6:30 P.M, at which a Public Hearing will be held to review case No. 2025 – 02 to consider a request for:

Special Use Permit, Outside Storage Area
Municipal Code 10 – 7 – 2 – 1

At 405-407 Domenic Court is an existing I-2 General Industrial District. The Public Hearing will be held in the Village Board Room at Village Hall, 12. S. Center Street, Bensenville.

The Legal Description is as follows:

THE WEST 150 FEET OF LOT 19 IN O'HARE WEST INDUSTRIAL PLAZA SUBDIVISION, BEING IN PART OF THE NORTHWEST ¼ OF SECTION 11 AND THE SOUTHWEST ¼ OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 1971 AS DOCUMENT R-71-16332 IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 1084 Industrial Drive, Suite 6.

Brandonbury LLC of 1084 Industrial Dr, Bensenville, Illinois 60106 is the owner of the subject property and Jobsite Solutions Corp PDQuiment of Oregon City, Oregon 97045 is the applicant for the subject property.

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

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend the Public Hearing and be heard. 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 March 4, 2025 until 5:00 PM.

Office of the Village Clerk
Village of Bensenville

**TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT
FEBRUARY 13, 2024**

For Office Use Only

Date of Submission: 11/15/25 MUNIS Account #: 11603 CDC Case #: 2025-02

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 1084 Industrail Dr Unit #6Property Index Number(s) (PIN): 03-11-102-067

A. PROPERTY OWNER:

Paul Brown MNGBrandonbury LLC

Name

Corporation (if applicable)

1084 INDUSTRIAL DR SERIES

Street

BensenvilleIL60106

City

State

Zip Code

Paul Brown630.931.5557 ext 209paul.brown@hljrealestate.com

Contact Person

Telephone Number

Email Address

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

B. APPLICANT:

☐ Check box if same as ownerDennis MillsJobsite Solutions Corp PDQuipment

Name

Corporation (if applicable)

18493 S Ferguson Rd

Street

Oregon CltyOR97045

City

State

Zip Code

Pam Mills503-706-0942Pam@pdquipment.com

Contact Person

Telephone Number

Email Address

B. ACTION REQUESTED (Check applicable):

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

*See Staff for additional information on
PUD requests

SUBMITTAL REQUIREMENTS:

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

**Item located within this application packet.

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

Special Use permit for outside fenced area

C. PROJECT DATA:

1. General description of the site: Outside Fenced area
 2. Acreage of the site: 0 Building Size (if applicable): 2556 sq ft
 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.)
site plan
-
-
-

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	Industrial	1-2	Village of Bensenville
North:	Industrial	1-2	Village of Bensenville
South:	Industrial	1-2	Village of Bensenville
East:	Industrial	1-2	Village of Bensenville
West:	Industrial	1-2	Village of Bensenville

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."

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.
3. 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.
5. 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.
7. 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.
2. 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.
5. The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Don Mills

further action shall be undertaken on any petition or application of the Village Board 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

11/10/25

Date

STATE OF ILLINOIS

)
)SS.
)

COUNTY OF DUPAGE AND COOK

AFFIDAVIT OF OWNERSHIP

I PAUL M BROWN the undersigned Affiant, being first duly sworn, on
oath states:

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

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

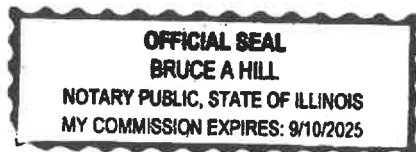
10th day of, JANUARY 2025.

Paul M Brown
Signature

SUBSCRIBED and SWORN to

before me this 10th day of, JANUARY 2025.

Bruce A Hill
Notary Public





STAFF REPORT

HEARING DATE: March 4, 2025
CASE #: 2025 – 02
PROPERTY: 1084 Industrial Dr 6
PROPERTY OWNER: Brandonbury LLC
APPLICANT: Jobsite Solutions Corp PDQuipment
SITE SIZE: 5,377 SF
BUILDING SIZE: 2,556 SF
PIN NUMBER: 03-11-102-067
ZONING: I-2 General Industrial
REQUEST: Special Use Permit, Outdoor Storage Area
Municipal Code 10 – 7 – 2 – 1

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday, February 13, 2025. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on Tuesday, February 11, 2025.
3. On Tuesday, February 11, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner, Jobsite Solutions PDQuipment, is seeking approval of a Special Use Permit, Outdoor Storage, for their facility located at 1084 Industrial Dr, Unit 6. The unit is roughly 2,556 square feet, while the outdoor storage located, found in the rear of the property, is 2,821.5 square feet. The outdoor storage area is not visible from the street, and while it is screened, that screening is not compliant with Village Zoning regulations. The area is not currently striped for truck parking.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	I-2	Warehousing Facility	Industrial	Village of Bensenville
North	I-2	Industrial	Industrial	Village of Bensenville
South	I-2	Industrial	Industrial	Village of Bensenville
East	I-2	Industrial	Industrial	Village of Bensenville
West	I-2	Industrial	Industrial	Village of Bensenville

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

Finance:

- 1) Account not on file.

Police:

- 1) No comments.

Engineering and Public Works:

- 1) No comments.

Community & Economic Development:

Economic Development:

- 1) No comments.

Fire Safety:

- 1) Keys for fence shall be placed in the Fire Department key box by the front door.

Building:

- 1) No comments.

Planning:

- 1) The 2015 Comprehensive Plan indicates “Industrial”.
- 2) The current zoning is I-2 General Industrial District.
- 3) The applicant is seeking a special use permit to allow outdoor storage as a primary use at 1084 Industrial Unit 6.
 - a. The proposed outdoor storage area at this property would be roughly 52 percent of the gross lot area.
- 4) Per Municipal Code Section 10 – 7 – 3X, Outdoor Storage Area, the following standards apply:
 - a. Location: Outdoor storage areas shall be located on an improved surface in the interior side yard or rear yard.
 - b. Height: Materials stored in an outdoor storage area shall not exceed eight feet (8') in height within twenty feet (20') of any lot line.
 - c. Uses: Outdoor storage areas are allowed as an accessory use provided such areas do not occupy more than twenty five percent (25%) of the gross lot area. Outdoor storage areas are allowed as a principal use in association with the following principal uses: garden center, motor vehicle rental, motor vehicle repair and/or service, motor vehicle sales, heavy industrial, light industrial, medium industrial, machinery and equipment sales and rental, and warehousing, storage, or distribution facility. Outdoor storage areas may be allowed as a principal use in

association with other principal uses with prior written approval by the Zoning Administrator.

- d. Screening: The requirements of section 10-9-7, "Screening Requirements", of this title shall apply to outdoor storage areas. No stackable materials or goods shall be piled or stacked so that they are visible above the height of the screen.
- 5) Per Municipal Code Section 10-8-11C, Off-Street Loading Facility Requirements Dimensions, loading spaces shall have a minimum width of twelve feet (12'), minimum length of sixty feet (60'), and minimum vertical clearance of fourteen feet (14').
 - a. If a truck is to be stored in the proposed outdoor storage area, the area must be properly striped according to these standards.
- 6) Per Municipal Code Section 10-8-11D, Off-Street Loading Facility Requirements Location, all loading spaces shall be located on the same zoning lot as the use served, unless an alternate location has been approved by the Zoning Administrator through the site plan review process (see section 10-3-2, "Site Plan Review", of this title).
 - a. Side Or Rear Yard: Loading facilities shall be located on the side and/or rear yard of the lot. A designated loading area may be located within a drive aisle with prior written approval from the Zoning Administrator.
- 7) Per Municipal Code Section 10-9-7B, Screening Requirements, the following standards apply:
 - a. Location: Refuse areas shall be located in the interior side yard or rear yard. Refer to subsections 10-7-3W, "Outdoor Storage Area", and 10-7-4C13, "Mechanical Equipment", of this title for location requirements for outdoor storage and ground-mounted mechanical equipment standards.
 - b. Opaque Fence Or Wall: The refuse area or outdoor storage area shall be completely screened by an opaque masonry wall or fence on three (3) sides, and an opaque gate on the fourth side. The wall of a principal structure may serve as a screening wall.
 - i. Height: The fence or wall shall not exceed eight feet (8') in height.
 - ii. Complementary Design: Screening elements should complement the architectural style of the primary building on-site and use building materials similar to those used for the primary building.
 - iii. Gate: The enclosure of the refuse area or outdoor storage area shall be gated, and remain locked except during times of refuse deposit or collection.
 - c. Landscape Elements: Landscape shrubs or native grasses may be installed on three (3) sides of the area, with plantings located between the fencing and back of curb, and screening the full length of each side. Installed shrubs shall form a continuous hedge comprised of individual small shrubs of an appropriate species that are adaptable to being grown as a hedge, with a minimum width of twenty four inches (24"), spaced thirty six inches (36") on center.

Applicant Response: No comments.

APPROVAL STANDARDS FOR SPECIAL USE

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

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

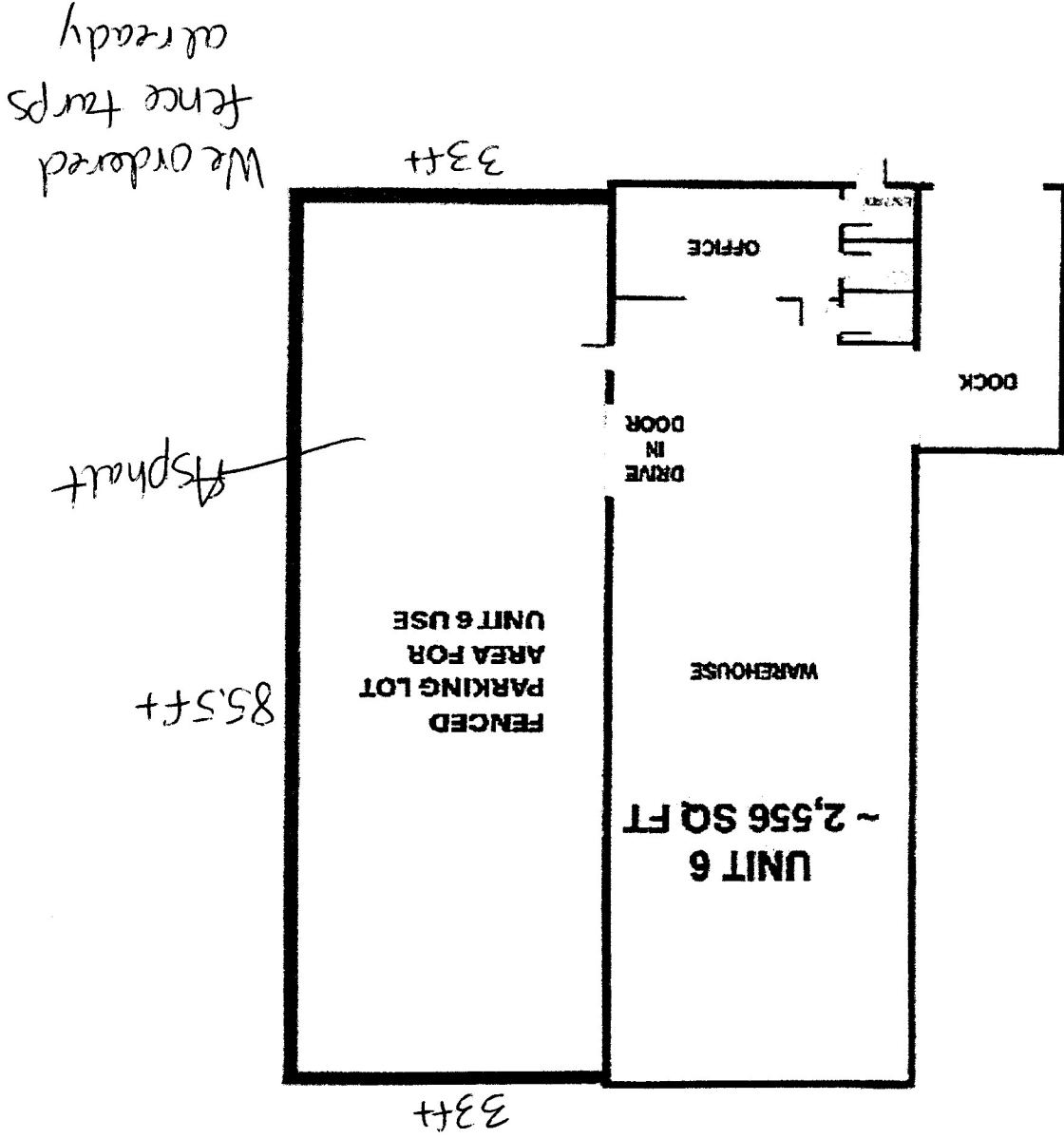
Approval Standards for Special Use Permits	Meets Standard	
	<i>Yes</i>	<i>No</i>
1. Public Welfare	X	
2. Neighborhood Character	X	
3. Orderly Development	X	
4. Use of Public Services and Facilities	X	
5. Consistent with Title and Plan	X	

RECOMMENDATIONS:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Special Use Permit with the following conditions:
 - a. The Special Use Permit be granted solely to Jobsite Solutions PDQequipment and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.
 - b. The outdoor storage area must be screened in accordance with Village standards.
 - c. Any truck parking in the outdoor storage area must be properly striped in accordance with Village standards.
 - d. Applicant must create utility account at Village.

Respectfully Submitted,
Department of Community & Economic Development

EXHIBIT A
SITE PLAN





SURVEY NUMBER: 2306.2342

CERTIFIED TO:
HLJ REAL ESTATE LLC; CHICAGO TITLE INSURANCE COMPANY; ITS
SUCCESSORS AND/OR ASSIGNS

BUYER: HLJ REAL ESTATE LLC

LENDER:

TITLE COMPANY:

COMMITMENT DATE:

CLIENT FILE NO: CCHI2303126LD

LEGAL DESCRIPTION:

THE WEST 150 FEET OF LOT 19 IN O'HARE WEST INDUSTRIAL PLAZA SUBDIVISION, BEING IN PART OF THE NORTHWEST 1/4 OF SECTION 11 AND THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 1971 AS DCOUMENT R71-16332 IN DUPAGE COUNTY, ILLINOIS.

JOB SPECIFIC SURVEYOR NOTES

DATE SIGNED: 06/22/23

FIELD WORK DATE: 6/14/2023

REVISION DATE(S):

(REV.1 10/20/2023) (REV.1 6/22/2023)

POINTS OF INTEREST

NONE VISIBLE

TO: HIJ REAL ESTATE LLC
CHICAGO TITLE INSURANCE COMPANY; ITS SUCCESSORS AND/OR
ASSIGNEES

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSP LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSP, AND INCLUDES ITEMS 1, 2, 3, 4, 7(A), 7(B)(1), 7(C), 8, 9, 13, 16, 17, AND 19 OF TABLE A. FIELDWORK WAS COMPLETED ON JUNE 14, 2023. DATED THIS 22ND DAY OF JUNE, 2023.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2971
 LICENSE EXPIRES 11/30/2024
 EXACTA LAND SURVEYORS
 PROFESSIONAL DESIGN FIRM 184008059-0008

CHICAGO TITLE TITLE INSURANCE COMPANY COMMITMENT NO.
CCH12303126LD DATED MAY 25, 2023 WAS UTILIZED IN THE PREPARATION
OF THIS SURVEY

Exacta Land Surveyors, LLC
PLS# 184008059
o: 773.305.4011
Jackson Street | Morris, IL 60450

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

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

March 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, Ciula, Rott, Wasowicz
Absent: Marcotte
A quorum was present.

STAFF PRESENT: R. Herff, K. Quinn, C. Williamsen

JOURNAL OF PROCEEDINGS: The minutes of the Community Development Commission Meeting of the February 4, 2025 were presented.

Motion: Commissioner Chambers made a motion to approve the minutes as presented. Commissioner Wasowicz seconded the motion.

All were in favor. Motion carried.

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

PUBLIC COMMENT: There was no Public Comment.

Public Hearing: CDC Case Number 2025-02
Petitioner: Jobsite Solutions Corp PDQuipment
Location: 1084 Industrial Dr. Unit 6
Request: Special Use Permit, Outdoor Storage Area
Municipal Code 10 – 7 – 2 – 1

Motion: Commissioner Rott made a motion to open CDC Case No. 2025-02. Commissioner Wasowicz seconded the motion.

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

Chairman Rowe opened CDC Case No. 2025-02 at 6:31 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, February 13, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on Tuesday, February 11, 2025. Mr. Quinn stated on Tuesday, February 11, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner, Jobsite Solutions PDQuipment, is seeking approval of a Special Use Permit, Outdoor Storage, for their facility located at 1084 Industrial Dr, Unit 6. Mr. Quinn stated the unit is roughly 2,556 square feet, while the outdoor storage located, found in the rear of the property, is 2,821.5 square feet. Mr. Quinn stated the outdoor storage area is not visible from the street, and while it is screened, that screening is not compliant with Village Zoning regulations. Mr. Quinn stated the area is not currently striped for truck parking.

Jamine Sanchez, employee of Jobsite Solutions Corp PDQuipment was present and sworn in by Chairman Rowe. Ms. Sanchez stated the company would like to store their vehicles and some equipment that is ready for pick up to be stored outside the business. Ms. Sanchez stated only company vehicles would be parked on site.

Chairman Rowe asked if these are semitrucks. Ms. Sanchez stated no, the company owns a minivan and a pick-up truck.

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 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: Yes, 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: Yes, 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: Yes, 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: Yes, 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: Yes, the proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Quinn stated:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Special Use Permit with the following conditions:
 - a. The Special Use Permit be granted solely to Jobsite Solutions PD Equipment and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.
 - b. The outdoor storage area must be screened in accordance with Village standards.
 - c. Any truck parking in the outdoor storage area must be properly striped in accordance with Village standards.
 - d. Applicant must create utility account at Village.

There were no questions from the Commission.

Motion: Commissioner Rott made a motion to close CDC Case No. 2025-02 SUP. Commissioner Wasowicz seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-02 at 6:38 p.m.

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

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

Nays: None

All were in favor. Motion carried.

Public Hearing: CDC Case Number 2025-03
Petitioner: Cyrille Llanes and Gonzalo Cervantes
Location: 224 Marshall Road
Request: Preliminary and Final Plat of Subdivision
Municipal Code 11 – 3
Variation, Minimum Corner Side Setback
Municipal Code Section 10 – 6 – 12 – 1
Variation, Maximum Driveway Width
Municipal Code Section 10 – 8 – 8 – 1
Variation, Driveway Visibility
Municipal Code Section 10 – 8 – 8D

Motion: Commissioner Rott made a motion to open CDC Case No. 2025-03. Commissioner Chambers seconded the motion.

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

Chairman Rowe opened CDC Case No. 2025-03 at 6:39 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, February 13, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on Tuesday, February 11, 2025. Mr. Quinn stated on Tuesday, February 11, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioners, Cyrille Llanes and Gonzalo Cervantes, are seeking approval of a Plat of Subdivision and variations in order to subdivide one parcel into two lots. Mr. Quinn stated the variations requested are to allow for the existing home and associated structures to remain on one of the new parcels, as the existing structures will not comply with code requirements after the subdivision. Mr. Quinn stated the setback variation is requested to allow the existing structure to remain in its current state. Mr. Quinn stated the driveway variations are to allow the driveway and home to remain in their current state. Mr. Quinn stated the petitioner has expressed interest in selling the new vacant lot after the execution of the plat of subdivision.

Gonzalo Cervantes, property owner was present and sworn in by Chairman Rowe. Mr. Cervantes stated the sole reason for this request was to assist in lowering his property taxes. Mr. Cervantes stated if approved, he would be selling the vacant land for someone to build on.

Commissioner Chambers asked what the lot sizes would be. Mr. Quinn stated they would be the same.

Commissioner Rott asked if there was someone interested in the property. Mr. Cervantes stated his neighbor had mentioned interest but has not had any further conversations.

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 subdivision and variations consisting of:

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

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

2. **Neighborhood Character:** 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.

Applicant's Response: Yes, 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.

3. **Relative Gain:** The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

Applicant's Response: Yes, the proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

4. **Community Need:** The proposed amendment addresses the community need for a specific use.

Applicant's Response: Yes, the proposed amendment addresses the community need for a specific use.

5. **Reflects Change:** The proposed amendment corrects an error, adds clarification, or reflects a change in policy.

Applicant's Response: Yes, the proposed amendment corrects an error, adds clarification, or reflects a change in policy.

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

Mr. Quinn stated:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Preliminary and Final Plat of Subdivision with the following conditions:
 - a. All accounts must be paid and brought into compliance.

Commissioner Wasowicz asked if Staff sees any challenges for a potential buyer to build on the vacant lot. Mr. Quinn stated without seeing plans, it was difficult to say, but does not foresee any issues.

Motion: Commissioner Chambers made a motion to close CDC Case No. 2025-03. Commissioner Rott seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-03 at 6:49 p.m.

Motion: Commissioner Rott made a motion to approve Preliminary and Final Plat of Subdivision, Municipal Code 11-3; Variation, Minimum, Corner Side Setback, Municipal Code Section 10-6-12-1; Variation, Maximum Driveway Width, Municipal Code Section 10-8-8-1; Variations, Driveway Visibility, Municipal Code Section 10-8-8D with Staff's Recommendations. Commissioner Wasowicz seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Public Hearing: CDC Case Number 2025-06
Petitioner: TCR Americas LLC
Location: 1025 Industrial Drive
Request: Special Use Permit, Motor Vehicle Repair and/or Service
Municipal Code 10 – 7 – 2 – 1
Special Use Permit, Outdoor Storage Area
Municipal Code 10 – 7 – 2 – 1

Motion: Commissioner Rott made a motion to open CDC Case No. 2025-06. Commissioner Chambers seconded the motion.

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

Chairman Rowe opened CDC Case No. 2025-06 at 6:51 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, February 13, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on Tuesday, February 11, 2025. Mr. Quinn stated on Tuesday, February 11, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner, TCR Americas LLC, is seeking approval of two Special Use Permits, for Motor Vehicle Repair and/or Service and Outdoor Storage Area.

Mr. Quinn stated they would only be performing minor maintenance on motor vehicles owned by Gate Gourmet. Mr. Quinn stated all engine work is outsourced to a third-party and not done on site. Mr. Quinn stated the 18,000 square foot outdoor storage area (45% of the site) is located in the rear and interior side yards of the property. Mr. Quinn stated the site is 1.23 acres, and they would be the only tenants on the property. Mr. Quinn stated 1025 Industrial Drive falls within an I-2 General Industrial District.

Sherif Mansour, employee of TCR Americas LLC was present and sworn in by Chairman Rowe. Mr. Mansour reviewed the business operations and their intent to move to Bensenville. Mr. Mansour stated all work on vehicles will be performed inside of the building.

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 special use permits 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: Yes, 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: Yes, 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: Yes, 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: Yes, 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: Yes, the proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Quinn stated:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Special Use Permit with the following conditions:
 - a. The Special Use Permit be granted solely to TCR Americas 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. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.

- b. The outdoor storage area must be screened in accordance with Village standards.
- c. The outdoor storage area must be striped in accordance with Village standards.
- d. Outdoor storage must be maintained in an orderly manner. No outdoor storage of tires permitted.
- e. A triple catch basin must be installed.
- f. No major engine, body work, or spray painting will be permitted.
- g. All maintenance must be done inside of the maintenance bay.

There were no questions from the Commission.

Motion: Commissioner Rott made a motion to close CDC Case No. 2025-06. Commissioner Ciula seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-06 at 6:58 p.m.

Motion: Commissioner Chambers made a motion to approve Special User Permit, Motor Vehicle Repair and/or Service, Municipal Code 10-7-2-1; Special Use Permit, Outdoor Storage Area, Municipal Code 10-7-2-1 with Staff's Recommendations. Commissioner Rott seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Public Hearing: CDC Case Number 2025-04
Petitioner: Village of Bensenville
Location: Village of Bensenville
Request: 2025 Zoning Map

Motion: Commissioner Rott made a motion to open CDC Case No. 2025-04. Commissioner Chambers seconded the motion.

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

Chairman Rowe opened CDC Case No. 2025-04 at 6:59 p.m.

Mr. Quinn stated State law requires the Village to pass an official zoning map by March 31st of each year. Mr. Quinn stated the only change from last year was updating 1100 N IL Rt 83 from I-2 to C-2.

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.

Motion: Commissioner Wasowicz made a motion to close CDC Case No. 2025-04. Commissioner Rott seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-04 at 7:01 p.m.

Motion: Commissioner Rott made a motion to approve the 2025 Zoning Map. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Ciula, 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 7:04 p.m.

ORDINANCE # _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT ALLOWING AN OUTDOOR STORAGE AREA AT 1084 INDUSTRIAL DRIVE UNIT 6, 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, Brandonbury LLC of 1084 Industrial Drive, Bensenville, Illinois (the “*Owner*”) owns the property located at 1084 Industrial Drive; and

WHEREAS, Jobsite Solutions Corp PDQuipment (“*Applicant*”) of 18493 S Ferguson Road, Oregon City, Oregon 97045, filed an application for Special Use Permit, Outdoor Storage Area Municipal Code Section 10-7-2-1 of the Bensenville Village Zoning Ordinance (“*Zoning Ordinance*”) for the property located at 1084 Industrial Drive, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “*Subject Property*”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, the Village published Notice of Public Hearing with respect to the Variations in the *Bensenville Independent* on Thursday, February 13, 2025, and notice was also given via posting of one Public Hearing Sign on the Subject Property on Tuesday, February 11, 2025, and via

First Class mail to taxpayers of record within 300 feet of the Subject Property on Tuesday, February 11, 2025, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on March 4, 2025 (the “*Public Hearing*”), as required by the statutes of the State of Illinois and the ordinances of the Village, at which time all persons present were afforded an opportunity to be heard; and

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

WHEREAS, the Corporate Authorities have duly considered the Community Development Commission’s recommendation and findings of fact, and have determined that approval of the Special Use Permit, as recommended by the Community Development Commission, with conditions, is consistent with the Zoning Ordinance; and

WHEREAS, the Corporate Authorities deem it advisable and in the best interest of the health, safety, and welfare of the residents of the Village to grant the Special Use Permit requested and subject to the conditions identified herein.

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

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

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

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

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

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

Section 5. That the Special Use Permit at 1084 Industrial in Bensenville, Illinois as legally described in Exhibit A, is hereby approved, provided that the project is constructed in substantial

conformance with the following plans and specifications (collectively, the “Plans and Specifications”), except as may be amended pursuant to Section 6 of this Ordinance:

- i. Application: submitted by Applicant on January 15, 2025 (Exhibit B; the “*Application*”);
- ii. ALTA/NSPS Land Title Survey: prepared by Exacta Land Surveyors, LLC on June 22, 2023 (Exhibit B; the “*Survey*”).

The Plans and Specifications are hereby approved by this Ordinance.

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

- i. The Special Use Permit be granted solely to Jobsite Solutions PDQuipment 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 outdoor storage area must be screened in accordance with Village standards.
- iii. Any truck parking in the outdoor storage area must be properly striped in accordance with Village standards.
- iv. Applicant must create utility account at Village.

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

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

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

Section 10. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

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

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

DRAFT

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville,
DuPage and Cook Counties, Illinois, this 25th day of March 2025, pursuant to a roll call vote, as
follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # ____ - 2025
Exhibit “A”

The Legal Description is as follows:

The Legal Description is as follows:

THE WEST 150 FEET OF LOT 19 IN O’HARE WEST INDUSTRIAL PLAZA SUBDIVISION,
BEING IN PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 11 AND THE SOUTHWEST $\frac{1}{4}$ OF
SECTION 2, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 1971 AS
DOCUMENT R-71-16332 IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 1084 Industrial Drive, Suite 6.

Ordinance # ____ - 2025
Exhibit “B”
Plans and Specifications

On file in the Community and Economic Development Department.

DRAFT

Ordinance # ____ - 2025
Exhibit “C”
Findings of Fact

Mr. Quinn reviewed the approval standards for proposed Special Use Permit 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: Yes, 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: Yes, 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: Yes, 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: Yes, 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: Yes, the proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Quinn stated:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Special Use Permit with the following conditions:
 - a. The Special Use Permit be granted solely to Jobsite Solutions PDQuipment and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.
 - b. The outdoor storage area must be screened in accordance with Village standards.
 - c. Any truck parking in the outdoor storage area must be properly striped in accordance with Village standards.
 - d. Applicant must create utility account at Village.

There were no questions from the Commission.

Motion: Commissioner Rott made a motion to close CDC Case No. 2025-02 SUP. Commissioner Wasowicz seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-02 at 6:38 p.m.

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

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

Nays: None

All were in favor. Motion carried.

DRAFT

TYPE:Ordinance**SUBMITTED BY:**K. Quinn**DEPARTMENT:**CED**DATE:**03.18.25**DESCRIPTION:**Consideration of an Ordinance Granting a Preliminary and Final Plat of Subdivision at 224 Marshall Rd**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**☐*Financially Sound Village*☒*Enrich the lives of Residents**Quality Customer Oriented Services**Major Business/Corporate Center*☒*Safe and Beautiful Village**Vibrant Major Corridors***COMMITTEE ACTION:**

COW

DATE:

03.18.25

BACKGROUND:

1. The Petitioners, Cyrille Llanes and Gonzalo Cervantes, are seeking approval of a Plat of Subdivision and variations in order to subdivide one parcel into two lots.
2. The variations requested are to allow for the existing home and associated structures to remain on the new parcel, as the existing structures will not comply with code requirements after the plat of subdivision.
3. The setback variation is requested to allow the existing structure to remain in its current state.
4. The driveway variations are to allow the driveway and home to remain in their current state.
5. The petitioner has expressed interest in selling the new vacant lot after the execution of the plat of subdivision.

KEY ISSUES:

1. The house on the current property would encroach 3 inches into the setback if the plat is approved.
2. The two properties would meet the bulk requirements for parcels in the R-3 Zoning District.

ALTERNATIVES:

Discretion of the Committee of the Whole

RECOMMENDATION:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Preliminary and Final Plat of Subdivision with the following conditions:
 - a. All accounts must be paid and brought into compliance.

The CDC voted to recommend approval the Preliminary and Final Plat of Subdivision and Variations 5-0. The motion was approved.

BUDGET IMPACT:

NA

ACTION REQUIRED:

Approval of an Ordinance Granting a Preliminary and Final Plat of Subdivision at 224 Marshall Rd

ATTACHMENTS:**Description**

Cover Page

Upload Date

3/5/2025

Type

Cover Memo

Aerial & Zoning	3/5/2025	Backup Material
Legal Notice	3/5/2025	Backup Material
Application	3/5/2025	Backup Material
Approval Standards	3/5/2025	Backup Material
Staff Report	3/5/2025	Executive Summary
Plat of Survey	3/5/2025	Backup Material
Draft CDC Minutes	3/5/2025	Backup Material
Draft Ordinance	3/5/2025	Ordinance



BENSENVILLE

GATEWAY TO OPPORTUNITY

**Community Development Commission
Public Hearing 03.04.25**

CDC Case #2025 – 03

**Cyrille Llanes and Gonzalo Cervantes
224 Marshall Road**

**Preliminary and Final Plat of Subdivision
Municipal Code 11-3**

**Variation, Minimum Corner Side Setback
Municipal Code Section 10 – 6 – 12 – 1**

**Variation, Garage Location
Municipal Code Section 10 – 7 – 4C – 9a – 1**

**Variation, Maximum Driveway Width
Municipal Code Section 10 – 8 – 8 – 1**

**Variation, Driveway Visibility
Municipal Code Section 10 – 8 – 8D**

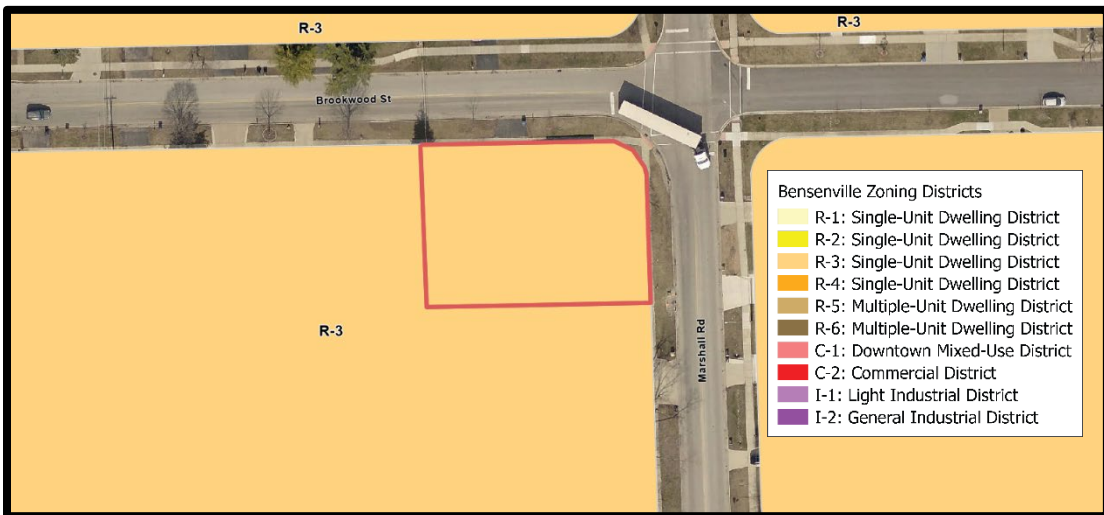
1. Aerial Photograph & Zoning Map of Subject Property
2. Legal Notice
3. Application
4. Staff Report & Exhibits
5. Plans







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, March 4, 2025, at 6:30 P.M, at which a Public Hearing will be held to review case No. 2025 – 03 to consider a request for:

Preliminary and Final Plat of Subdivision
Municipal Code 11 – 3

Variation, Minimum Corner Side Setback
Municipal Code Section 10 – 6 – 12 – 1

Variation, Garage Location
Municipal Code Section 10 – 7 – 4C – 9a – 1

Variation, Maximum Driveway Width
Municipal Code Section 10 – 8 – 8 – 1

Variation, Driveway Visibility
Municipal Code Section 10 – 8 – 8D

At 224 Marshall Rd is an existing R-3 Single-Unit Dwelling District. The Public Hearing will be held in the Village Board Room at Village Hall, 12. S. Center Street, Bensenville.

The Legal Description is as follows:

LOTS 1 AND 2 IN BLOCK 12 IN THE FIRST ADDITION TO PERCY WILSON’S IRVING PARK MANOR, BEING A SUBDIVISION IN SECTIONS 10, 11, 14 AND 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926 AS DOCUMENT 213044, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 224 Marshall Road, Bensenville, Illinois 60106.

Cyrille Llanes and Gonzalo Cervantes of 224 Marshall Road, Bensenville, Illinois 60106 are the owners and applicants for the subject property.

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

Applicant’s application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend the Public Hearing and be heard. 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 March 4, 2025 until 5:00 PM.

Office of the Village Clerk
Village of Bensenville

**TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT
FEBRUARY 13, 2024**

For Office Use Only
Date of Submission: 11/21/25 MUNIS Account #: 14607 CDC Case #: 2025-03

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

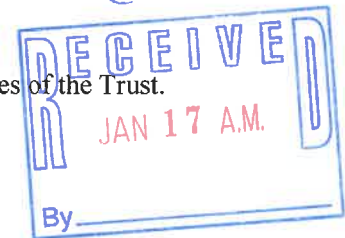
Address: 224 Marshall Road Bensenville IL 60106

Property Index Number(s) (PIN): 0314102013

A. PROPERTY OWNER:

Cyrille Llanes and Gonzalo Cervantes
Name Corporation (if applicable)
224 Marshall Road
Street
Bensenville IL 60106
City State Zip Code
Gonzalo Cervantes 630-660-5949 Gabriel Cervantes 1953
Contact Person Telephone Number Email Address
@GMAIL.COM

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



B. APPLICANT: ☐ Check box if same as owner

Name Corporation (if applicable)

Street

City State Zip Code

Contact Person Telephone Number Email Address

B. ACTION REQUESTED (Check applicable):

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

*See Staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS:

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

**Item located within this application packet.

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

C. PROJECT DATA:

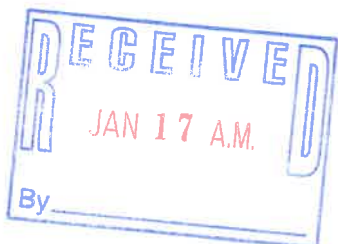
1. General description of the site: Single Family
2. Acreage of the site: .31 Building Size (if applicable): _____
3. Is this property within the Village limits? (Check applicable below)
☒ Yes
☐ No, requesting annexation
☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.
4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	Residential R-3	R-3	Village of Bensenville
North:	Residential R-3	R-3	Village of Bensenville
South:	Residential R-3	R-3	Village of Bensenville
East:	Residential R-3	R-3	Village of Bensenville
West:	Residential R-3	R-3	Village of Bensenville

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.

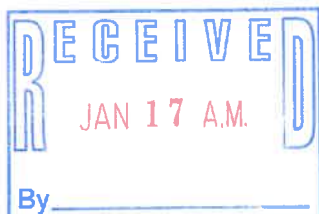
The remedies available to the Village as set forth hereinabove are non-exclusive and nothing herein shall be deemed to limit or waive the Village's right to seek relief of such fees against any or all responsible parties in a court of competent jurisdiction.

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.

X Gonzalez Cervantes
Petitioner/Applicant

1/10/2025
Date



STATE OF ILLINOIS

)
)SS.
)

COUNTY OF DUPAGE AND COOK

AFFIDAVIT OF OWNERSHIP

I Gonzalo Cervantes the undersigned Affiant, being first duly sworn, on oath states:

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

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

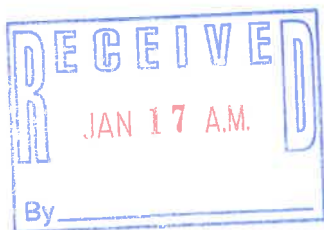
14th day of, January 2025

Gonzalo Cervantes
Signature

SUBSCRIBED and SWORN to

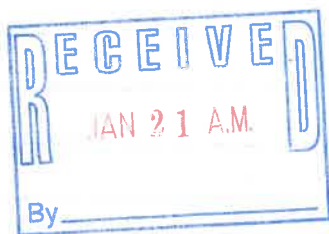
before me this 14th day of, January, 2025

Karen Walin
Notary Public



- Approval Standards for map amendments:
- a. The proposed amendment will not endanger the health, Safety, Comfort, Convenience and general welfare of the public. yes
 - b. The proposed amendments ~~with~~ is Compatible with the existing uses, Character, and Zoning of adjacent properties and public yes
 - c. The proposed amendment provides a relative gain to the public yes
 - d. The proposed amendment addresses the Community need for a specific use yes
 - e. The proposed amendment corrects an error, adds clarification, or reflects a change in policy. yes
 - f. The proposed amendment is consistent with the intent of Comprehensive plan, this title, and the other land use policies of the village yes

Kenzalo Cervantes





STAFF REPORT

HEARING DATE: March 4, 2025
CASE #: 2025 – 03
PROPERTY: 224 Marshall Rd
PROPERTY OWNER: Cyrille Llanes and Gonzalo Cervantes
APPLICANT: Same as above
SITE SIZE: .31 acres
BUILDING SIZE: ~1,300 sq ft
PIN NUMBER: 03-14-102-103
ZONING: R-3 Single Unit Dwelling District
REQUEST: Preliminary and Final Plat of Subdivision
Municipal Code 11 – 3
Variation, Minimum Corner Side Setback
Municipal Code Section 10 – 6 – 12 – 1
Variation, Maximum Driveway Width
Municipal Code Section 10 – 8 – 8 – 1
Variation, Driveway Visibility
Municipal Code Section 10 – 8 – 8D

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday, February 13, 2025. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on Tuesday, February 11, 2025.
3. On Tuesday, February 11, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioners, Cyrille Llanes and Gonzalo Cervantes, are seeking approval of a Plat of Subdivision and variations in order to subdivide one parcel into two lots. The variations requested are to allow for the existing home and associated structures to remain on one of the new parcels, as the existing structures will not comply with code requirements after the subdivision. The setback variation is requested to allow the existing structure to remain in its current state. The driveway variations are to allow the driveway and home to remain in their current state. The petitioner has expressed interest in selling the new vacant lot after the execution of the plat of subdivision.

SURROUNDING LAND USES:

	Zoning	Land Use	Comprehensive Plan	Jurisdiction
Site	R-3	Residential	Single Family Residential	Village of Bensenville
North	R-3	Residential	Single Family Residential	Village of Bensenville
South	R-3	Residential	Single Family Residential	Village of Bensenville
East	R-3	Residential	Single Family Residential	Village of Bensenville
West	R-3	Residential	Single Family Residential	Village of Bensenville

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

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

Finance:

- 1) Account is past due on January 2025 bill, no liens.

Police:

- 1) No comments.

Engineering and Public Works:

- 1) No comments.

Community & Economic Development:

Economic Development:

- 1) No comments.

Fire Safety:

- 1) No comments.

Building:

- 1) Keep in mind the required fire separation distance that must be kept between structures if they build on the empty lot.

Planning:

- 1) The 2015 Comprehensive Plan indicates "Single Family Residential".
- 2) The current zoning is R-3 Single Unit Dwelling District.
- 3) The applicant is seeking approval of a preliminary and final plat of subdivision to subdivide one existing lot into two adjacent parcels. The existing home lies on the northern portion of the existing property and will be contained within one of the newly proposed parcels.
- 4) Per Village Code Section 10-6-12-1 R-3 District Requirements: Minimum lot area is 6,000 SF, Minimum Lot width is 50', and maximum impervious coverage is 50%.

- a. The proposed subdivision will meet all of the requirements listed above for both of the new lots.
- 5) The proposed northern parcel would be 50.00' x 133.00' and the southern parcel would be 50.00' x 133.00'.
- 6) The surrounding lots all fall within the Village of Bensenville and are zoned R-3 Single-Unit Residential.
- 7) Variances would be needed for the proposed northern parcel, with the existing structures. They are:
 - a. Minimum Corner Side Setback (*Municipal Code Section 10 – 6 – 12 – 1*)
 - i. The minimum corner side setback in an R-3 District is 6 feet. The existing house is 5.97 feet from the property line.
 - b. Garage Location (*Municipal Code Section 10 – 7 – 4C – 9a – 1*)
 - i. Detached garages are allowed in the rear yard only. The existing garage is in the interior side yard.
 - c. Maximum Driveway Width (*Municipal Code Section 10 – 8 – 8 – 1*)
 - i. The existing driveway has a width larger than the current standard of 10 feet.
 - d. Driveway Visibility (*Municipal Code Section 10 – 8 – 8D*)
 - i. The existing house falls within the 10' x 10' sight vision triangle.

Applicant Response:

APPROVAL STANDARDS FOR ZONING MAP AMENDMENTS

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

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

2. **Neighborhood Character:** 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.
3. **Applicant's Response: Yes, 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.**

3. **Relative Gain:** The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

Applicant's Response: Yes, the proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

4. **Community Need:** The proposed amendment addresses the community need for a specific use.

Applicant's Response: Yes, the proposed amendment addresses the community need for a specific use.

5. **Reflects Change:** The proposed amendment corrects an error, adds clarification, or reflects a change in policy.

Applicant's Response: Yes, the proposed amendment corrects an error, adds clarification, or reflects a change in policy.

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

Approval Standards for Zoning Map Amendments	Meets Standard	
	<i>Yes</i>	<i>No</i>
1. Public Welfare	X	
2. Neighborhood Character	X	
3. Relative Gain	X	
4. Community Need	X	
5. Reflects Change	X	
6. Consistent with Title and Plan	X	

RECOMMENDATIONS:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Preliminary and Final Plat of Subdivision with the following conditions:
 - a. All accounts must be paid and brought into compliance.

Respectfully Submitted,
Department of Community & Economic Development

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

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

March 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, Ciula, Rott, Wasowicz
Absent: Marcotte
A quorum was present.

STAFF PRESENT: R. Herff, K. Quinn, C. Williamsen

JOURNAL OF PROCEEDINGS: The minutes of the Community Development Commission Meeting of the February 4, 2025 were presented.

Motion: Commissioner Chambers made a motion to approve the minutes as presented. Commissioner Wasowicz seconded the motion.

All were in favor. Motion carried.

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

PUBLIC COMMENT: There was no Public Comment.

Public Hearing: CDC Case Number 2025-02
Petitioner: Jobsite Solutions Corp PDQuipment
Location: 1084 Industrial Dr. Unit 6
Request: Special Use Permit, Outdoor Storage Area
Municipal Code 10 – 7 – 2 – 1

Motion: Commissioner Rott made a motion to open CDC Case No. 2025-02. Commissioner Wasowicz seconded the motion.

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

Chairman Rowe opened CDC Case No. 2025-02 at 6:31 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, February 13, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on Tuesday, February 11, 2025. Mr. Quinn stated on Tuesday, February 11, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner, Jobsite Solutions PDQuipment, is seeking approval of a Special Use Permit, Outdoor Storage, for their facility located at 1084 Industrial Dr, Unit 6. Mr. Quinn stated the unit is roughly 2,556 square feet, while the outdoor storage located, found in the rear of the property, is 2,821.5 square feet. Mr. Quinn stated the outdoor storage area is not visible from the street, and while it is screened, that screening is not compliant with Village Zoning regulations. Mr. Quinn stated the area is not currently striped for truck parking.

Jamine Sanchez, employee of Jobsite Solutions Corp PDQuipment was present and sworn in by Chairman Rowe. Ms. Sanchez stated the company would like to store their vehicles and some equipment that is ready for pick up to be stored outside the business. Ms. Sanchez stated only company vehicles would be parked on site.

Chairman Rowe asked if these are semitrucks. Ms. Sanchez stated no, the company owns a minivan and a pick-up truck.

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 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: Yes, 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: Yes, 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: Yes, 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: Yes, 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: Yes, the proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Quinn stated:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Special Use Permit with the following conditions:
 - a. The Special Use Permit be granted solely to Jobsite Solutions PD Equipment and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.
 - b. The outdoor storage area must be screened in accordance with Village standards.
 - c. Any truck parking in the outdoor storage area must be properly striped in accordance with Village standards.
 - d. Applicant must create utility account at Village.

There were no questions from the Commission.

Motion: Commissioner Rott made a motion to close CDC Case No. 2025-02 SUP. Commissioner Wasowicz seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-02 at 6:38 p.m.

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

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

Nays: None

All were in favor. Motion carried.

Public Hearing: CDC Case Number 2025-03
Petitioner: Cyrille Llanes and Gonzalo Cervantes
Location: 224 Marshall Road
Request: Preliminary and Final Plat of Subdivision
Municipal Code 11 – 3
Variation, Minimum Corner Side Setback
Municipal Code Section 10 – 6 – 12 – 1
Variation, Maximum Driveway Width
Municipal Code Section 10 – 8 – 8 – 1
Variation, Driveway Visibility
Municipal Code Section 10 – 8 – 8D

Motion: Commissioner Rott made a motion to open CDC Case No. 2025-03. Commissioner Chambers seconded the motion.

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

Chairman Rowe opened CDC Case No. 2025-03 at 6:39 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, February 13, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on Tuesday, February 11, 2025. Mr. Quinn stated on Tuesday, February 11, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioners, Cyrille Llanes and Gonzalo Cervantes, are seeking approval of a Plat of Subdivision and variations in order to subdivide one parcel into two lots. Mr. Quinn stated the variations requested are to allow for the existing home and associated structures to remain on one of the new parcels, as the existing structures will not comply with code requirements after the subdivision. Mr. Quinn stated the setback variation is requested to allow the existing structure to remain in its current state. Mr. Quinn stated the driveway variations are to allow the driveway and home to remain in their current state. Mr. Quinn stated the petitioner has expressed interest in selling the new vacant lot after the execution of the plat of subdivision.

Gonzalo Cervantes, property owner was present and sworn in by Chairman Rowe. Mr. Cervantes stated the sole reason for this request was to assist in lowering his property taxes. Mr. Cervantes stated if approved, he would be selling the vacant land for someone to build on.

Commissioner Chambers asked what the lot sizes would be. Mr. Quinn stated they would be the same.

Commissioner Rott asked if there was someone interested in the property. Mr. Cervantes stated his neighbor had mentioned interest but has not had any further conversations.

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 subdivision and variations consisting of:

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

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

2. **Neighborhood Character:** 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.

Applicant's Response: Yes, 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.

3. **Relative Gain:** The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

Applicant's Response: Yes, the proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

4. **Community Need:** The proposed amendment addresses the community need for a specific use.

Applicant's Response: Yes, the proposed amendment addresses the community need for a specific use.

5. **Reflects Change:** The proposed amendment corrects an error, adds clarification, or reflects a change in policy.

Applicant's Response: Yes, the proposed amendment corrects an error, adds clarification, or reflects a change in policy.

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

Mr. Quinn stated:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Preliminary and Final Plat of Subdivision with the following conditions:
 - a. All accounts must be paid and brought into compliance.

Commissioner Wasowicz asked if Staff sees any challenges for a potential buyer to build on the vacant lot. Mr. Quinn stated without seeing plans, it was difficult to say, but does not foresee any issues.

Motion: Commissioner Chambers made a motion to close CDC Case No. 2025-03. Commissioner Rott seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-03 at 6:49 p.m.

Motion: Commissioner Rott made a motion to approve Preliminary and Final Plat of Subdivision, Municipal Code 11-3; Variation, Minimum, Corner Side Setback, Municipal Code Section 10-6-12-1; Variation, Maximum Driveway Width, Municipal Code Section 10-8-8-1; Variations, Driveway Visibility, Municipal Code Section 10-8-8D with Staff's Recommendations. Commissioner Wasowicz seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Public Hearing: CDC Case Number 2025-06
Petitioner: TCR Americas LLC
Location: 1025 Industrial Drive
Request: Special Use Permit, Motor Vehicle Repair and/or Service
Municipal Code 10 – 7 – 2 – 1
Special Use Permit, Outdoor Storage Area
Municipal Code 10 – 7 – 2 – 1

Motion: Commissioner Rott made a motion to open CDC Case No. 2025-06. Commissioner Chambers seconded the motion.

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

Chairman Rowe opened CDC Case No. 2025-06 at 6:51 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, February 13, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on Tuesday, February 11, 2025. Mr. Quinn stated on Tuesday, February 11, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner, TCR Americas LLC, is seeking approval of two Special Use Permits, for Motor Vehicle Repair and/or Service and Outdoor Storage Area.

Mr. Quinn stated they would only be performing minor maintenance on motor vehicles owned by Gate Gourmet. Mr. Quinn stated all engine work is outsourced to a third-party and not done on site. Mr. Quinn stated the 18,000 square foot outdoor storage area (45% of the site) is located in the rear and interior side yards of the property. Mr. Quinn stated the site is 1.23 acres, and they would be the only tenants on the property. Mr. Quinn stated 1025 Industrial Drive falls within an I-2 General Industrial District.

Sherif Mansour, employee of TCR Americas LLC was present and sworn in by Chairman Rowe. Mr. Mansour reviewed the business operations and their intent to move to Bensenville. Mr. Mansour stated all work on vehicles will be performed inside of the building.

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 special use permits 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: Yes, 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: Yes, 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: Yes, 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: Yes, 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: Yes, the proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Quinn stated:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Special Use Permit with the following conditions:
 - a. The Special Use Permit be granted solely to TCR Americas 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. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.

- b. The outdoor storage area must be screened in accordance with Village standards.
- c. The outdoor storage area must be striped in accordance with Village standards.
- d. Outdoor storage must be maintained in an orderly manner. No outdoor storage of tires permitted.
- e. A triple catch basin must be installed.
- f. No major engine, body work, or spray painting will be permitted.
- g. All maintenance must be done inside of the maintenance bay.

There were no questions from the Commission.

Motion: Commissioner Rott made a motion to close CDC Case No. 2025-06. Commissioner Ciula seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-06 at 6:58 p.m.

Motion: Commissioner Chambers made a motion to approve Special User Permit, Motor Vehicle Repair and/or Service, Municipal Code 10-7-2-1; Special Use Permit, Outdoor Storage Area, Municipal Code 10-7-2-1 with Staff's Recommendations. Commissioner Rott seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Public Hearing: CDC Case Number 2025-04
Petitioner: Village of Bensenville
Location: Village of Bensenville
Request: 2025 Zoning Map

Motion: Commissioner Rott made a motion to open CDC Case No. 2025-04. Commissioner Chambers seconded the motion.

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

Chairman Rowe opened CDC Case No. 2025-04 at 6:59 p.m.

Mr. Quinn stated State law requires the Village to pass an official zoning map by March 31st of each year. Mr. Quinn stated the only change from last year was updating 1100 N IL Rt 83 from I-2 to C-2.

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.

Motion: Commissioner Wasowicz made a motion to close CDC Case No. 2025-04. Commissioner Rott seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-04 at 7:01 p.m.

Motion: Commissioner Rott made a motion to approve the 2025 Zoning Map. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Ciula, 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 7:04 p.m.

ORDINANCE # _____

**AN ORDINANCE APPROVING A PRELIMINARY AND FINAL PLAT OF
SUBDIVISION AS WELL AS VARIATIONS AT 224 MARSHALL ROAD,
BENSENVILLE, ILLINOIS**

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

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

WHEREAS, Cyrille Llanes and Gonzalo Cervantes (“Owner and Applicant”) of 224 Marshall Road, Bensenville, IL 60106, filed an application for a Preliminary and Final Plat of Subdivision, Municipal Code Section 11-3 and variances, pursuant to Municipal Code Sections 10-6-12-1, 10-7-4C-9a-1, 10-8-8-1, & 10-8-8D of the Bensenville Village Zoning Ordinance (“*Zoning Ordinance*”), for the property located at 224 Marshall Road, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, the Applicant has requested variations from the Zoning Ordinance in order to reduce the minimum corner side setback (“*Variation*”) specifically:

- A. Deviation from Section 10-6-12-1 of the Zoning Ordinance in order to reduce the minimum corner side setback from 6 feet to 5.97 feet as shown in Exhibit B;

WHEREAS, the Applicant has requested variations from the Zoning Ordinance in order to deviate from the location standards for garages (“*Variation*”) specifically:

- A. Deviation from Section 10-7-4C-9a-1 to allow an existing garage to be located in the interior side yard, as opposed to the rear yard as shown in Exhibit B

WHEREAS, the Applicant has requested variations from the Zoning Ordinance in order increase the maximum allowable driveway width (“*Variation*”) specifically:

- A. Deviation from Section 10-8-8-1 to allow the existing driveway width to remain as is, as shown in Exhibit B

WHEREAS, the Applicant has requested variations from the Zoning Ordinance in order to allow the location of an existing structure within the sight vision triangle (“*Variation*”) specifically:

- A. Deviation from Section 10-8-8D to allow the existing principal structure to fall within the sight vision triangle, as shown in Exhibit B

WHEREAS, the Village published Notice of Public Hearing with respect to the Variations in the *Bensenville Independent* on Thursday, February 13, 2025, and notice was also given via posting of one Public Hearing Sign on the Subject Property on Tuesday, February 11 , 2025, and via First Class mail to taxpayers of record within 300 feet of the Subject Property on Tuesday, February 11 , 2025 , all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on March 4, 2025 (the “*Public Hearing*”), as required by the statutes of the State of Illinois and the ordinances of the Village, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, at the conclusion of the Public Hearing, the Community Development Commission agreed with the findings of fact submitted by the Applicant, and thereafter, voted

(5-0) to recommend approval of the Preliminary and Final Plat of Subdivision and the Variances with certain conditions, and forwarded its recommendations, including the Staff Report and findings relative to the requests, which are attached hereto and incorporated herein by reference as Exhibit C, to the Corporate Authorities; and

WHEREAS, the Corporate Authorities have duly considered the Community Development Commission's recommendation and findings of fact, and have determined that approval of the Preliminary and Final Plat of Subdivision and the Variances, 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 Preliminary and Final Plat of Subdivision and the Variances requested and subject to the conditions identified herein.

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

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

Section 2. That the Subject Property is currently zoned within the R-3 Single-Unit Dwelling District, which zoning classification shall remain in effect subject to the Preliminary and Final Plat of Subdivision and the Variances 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 Preliminary and Final Plat of Subdivision

and the Variances are proper and necessary, with certain modifications and additional conditions contained herein.

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

- i. The proposed amendment will not endanger the health, safety, comfort, convenience, and general welfare of the public.
- ii. 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.
- iii. The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.
- iv. The proposed amendment addresses the community need for a specific use.
- v. The proposed amendment corrects an error, adds clarification, or reflects a change in policy.
- vi. The proposed amendment is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Section 5. That the Preliminary and Final Plat of Subdivision and the Variances at 224 Marshall in Bensenville, Illinois as legally described in Exhibit A, is hereby approved, provided that the project is constructed in substantial conformance with the following plans and specifications (collectively, the “Plans and Specifications”), except as may be amended pursuant to Section 6 of this Ordinance:

- i. Application: submitted by Applicant on January 17, 2025 (Exhibit B; the “*Application*”);
- ii. ALTA/NSPS Land Title Survey: prepared by Jose Rafael Salas on August 26th, 2021 (Exhibit B; the “*Survey*”).

The Plans and Specifications are hereby approved by this Ordinance.

Section 6. That the Preliminary and Final Plat of Subdivision and the Variances granted herein is further subject to the following conditions and restrictions which the Corporate Authorities deem necessary to protect the public interest:

- i. All accounts must be paid and brought into compliance.

Section 7. No building permits shall be issued for construction related to the Preliminary and Final Plat of Subdivision and the Variances unless the plans submitted in conjunction with the building permits are in substantial conformance with the Plans and Specifications and conditions, as approved herein.

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

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

Section 10. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville,
DuPage and Cook Counties, Illinois, this 25th day of March 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 1 AND 2 IN BLOCK 12 IN THE FIRST ADDITION TO PERCY WILSON'S IRVING PARK MANOR, BEING A SUBDIVISION IN SECTIONS 10, 11, 14 AND 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 7, 1926 AS DOCUMENT 213044, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 224 Marshall Road, Bensenville, Illinois 60106.

Ordinance # ____ - 2025
Exhibit “B”
Plans and Specifications

On file in the Community and Economic Development Department.

DRAFT

Ordinance # ____ - 2025
Exhibit "C"
Findings of Fact

Mr. Quinn reviewed the approval standards for proposed subdivision and variations consisting of:

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

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

2. **Neighborhood Character:** 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.

Applicant's Response: Yes, 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.

3. **Relative Gain:** The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

Applicant's Response: Yes, the proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

4. **Community Need:** The proposed amendment addresses the community need for a specific use.

Applicant's Response: Yes, the proposed amendment addresses the community need for a specific use.

5. **Reflects Change:** The proposed amendment corrects an error, adds clarification, or reflects a change in policy.

Applicant's Response: Yes, the proposed amendment corrects an error, adds clarification, or reflects a change in policy.

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

Mr. Quinn stated:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Preliminary and Final Plat of Subdivision with the following conditions:
 - a. All accounts must be paid and brought into compliance.

Commissioner Wasowicz asked if Staff sees any challenges for a potential buyer to build on the vacant lot. Mr. Quinn stated without seeing plans, it was difficult to say, but does not foresee any issues.

Motion: Commissioner Chambers made a motion to close CDC Case No. 2025-03. Commissioner Rott seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Ciula, Rott, Wasowicz
Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-03 at 6:49 p.m.

Motion: Commissioner Rott made a motion to approve Preliminary and Final Plat of Subdivision, Municipal Code 11-3; Variation, Minimum, Corner Side Setback, Municipal Code Section 10-6-12-1; Variation, Maximum Driveway Width, Municipal Code Section 10-8-8-1; Variations, Driveway Visibility, Municipal Code Section 10-8-8D with Staff's Recommendations. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Ciula, Rott, Wasowicz
Nays: None

All were in favor. Motion carried.

TYPE:Ordinance**SUBMITTED BY:**K. Quinn**DEPARTMENT:**CED**DATE:**03.18.25**DESCRIPTION:**

Consideration of an Ordinance Granting Special Use Permit (Motor Vehicle Repair and/or Service) and Special Use Permit (Outdoor Storage Area) at 1025 Industrial Dr

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

COW

DATE:

03.18.25

BACKGROUND:

1. The Petitioner, TCR Americas LLC, is seeking approval of two Special Use Permits, for Motor Vehicle Repair and/or Service and Outdoor Storage Area.
2. They would only be performing minor maintenance on motor vehicles owned by Gate Gourmet.
3. All engine work is outsourced to a third-party and not done on site.
4. The 18,000 square foot outdoor storage area (45% of the site) is located in the rear and interior side yards of the property.
5. The site is 1.23 acres, and they would be the only tenants on the property.
6. 1025 Industrial Drive falls within an I-2 General Industrial District.

KEY ISSUES:

1. All serious motor vehicle repair would be done off-site by a third party.
2. The outdoor storage area is in the rear and interior side yards of the property.

ALTERNATIVES:

Discretion of the Committee of the Whole

RECOMMENDATION:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Special Use Permit with the following conditions:
 - a. The Special Use Permit be granted solely to TCR Americas 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. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.
 - b. The outdoor storage area must be screened in accordance with Village standards.
 - c. The outdoor storage area must be striped in accordance with Village standards.
 - d. Outdoor storage must be maintained in an orderly manner. No outdoor storage of tires permitted.
 - e. A triple catch basin must be installed.
 - f. No major engine, body work, or spray painting will be permitted.
 - g. All maintenance must be done inside of the maintenance bay.

The Community Development Commission voted 5-0 to recommend approval for the Special Use Permit (Motor Vehicle Repair and/or Service). The motion was approved.

The Community Development Commission voted 5-0 to recommend approval for the Special Use Permit (Outdoor Storage). The motion was approved.

BUDGET IMPACT:

NA

ACTION REQUIRED:

Approval of an Ordinance Granting Special Use Permit (Motor Vehicle Repair and/or Service) and Special Use Permit (Outdoor Storage Area) at 1025 Industrial Dr

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Cover Page	3/5/2025	Cover Memo
Aerial & Zoning	3/5/2025	Backup Material
Legal Notice	3/5/2025	Backup Material
Application	3/5/2025	Backup Material
Staff Report	3/5/2025	Executive Summary
Site Plan	3/5/2025	Backup Material
Plat of Survey	3/5/2025	Backup Material
Draft CDC Minutes	3/5/2025	Backup Material
Draft Ordinance	3/5/2025	Ordinance



BENSENVILLE

GATEWAY TO OPPORTUNITY

Community Development Commission
Public Hearing 03.04.25

CDC Case #2025 – 06

TCR Americas LLC
1025 Industrial Dr

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

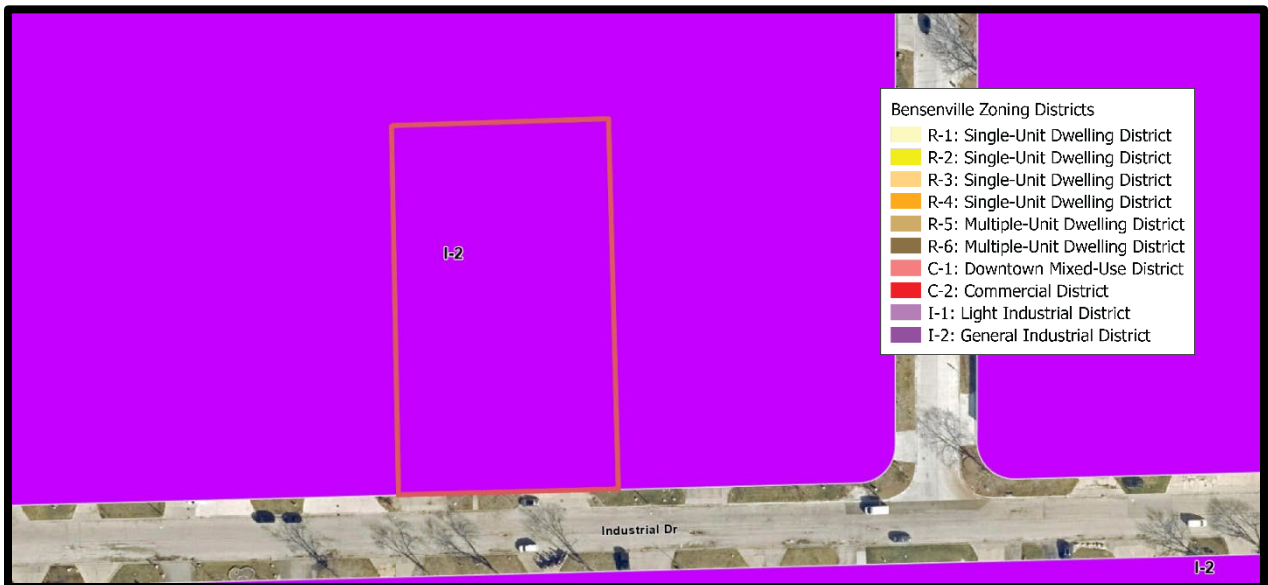
Special Use Permit, Outdoor Storage Area
Municipal Code Section 10 – 7 – 2 – 1

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





Village of Bensenville



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

NOTICE IS HEREBY GIVEN that a Meeting of the Community Development Commission of the Village of Bensenville, DuPage and Cook Counties, will be held on Tuesday, March 4, 2025, at 6:30 P.M, at which a Public Hearing will be held to review case No. 2025 – 06 to consider a request for:

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

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

At 1025 Industrial Drive is an existing I-2 General Industrial District. The Public Hearing will be held in the Village Board Room at Village Hall, 12. S. Center Street, Bensenville.

The Legal Description is as follows:

THE EAST 125.00 FEET OF LOT 15, AND THE WEST 50.00 FEET OF LOT 16 IN O'HARE WEST INDUSTRIAL PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 11, AND THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 1971, AS DOCUMENT R71-16332 AND CERTIFICATE OF CORRECTION RECORDED FEBRAURY 21, 1973 AS DOCUMENT R73-9686, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 1025 Industrial Drive.

Jeff & Keri Hubert of 703 S I Oka Ave, Mount Prospect, Illinois 60056 are the owners of the subject property and TCR Americas LLC of 11465 Melrose Ave, Franklin Park, IL 60131 is the applicant for the subject property.

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

Applicant's application and supporting documentation may be examined by any interested parties in the office of the Community and Economic Development Department, Monday through Friday, in the Village Hall, 12 South Center Street, Bensenville, IL 60106. All interested parties may attend the Public Hearing and be heard. 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 March 4, 2025 until 5:00 PM.

Office of the Village Clerk
Village of Bensenville

**TO BE PUBLISHED IN THE BENSENVILLE INDEPENDENT
FEBRUARY 13, 2024**

For Office Use Only

Date of Submission: 2/5/25 MUNIS Account #: 14633 CDC Case #: 2025-06

COMMUNITY DEVELOPMENT COMMISSION APPLICATION

Address: 1025 INDUSTRIAL DR.

Property Index Number(s) (PIN): 03-11-100-010

A. PROPERTY OWNER:

Name: JEFF HUBERT

Corporation (if applicable)

703 S. I-OKA

Street

MY. PROSPECT

IL

60056

City

State

Zip Code

JEFF HUBERT

630-675-3512

JEFFH.REDBIRD@GMAIL

Contact Person

Telephone Number

Email Address

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

B. APPLICANT:

☐ Check box if same as owner

TCR AMERICAS LLC

Name

Corporation (if applicable)

11465 MELROSE AVE.

Street

FRANKLIN PARK

IL

60131

City

State

Zip Code

SHERIF MANSOUR

734-575-2028

SHERIF.MANSOUR@TCR-GROUP.COM

Contact Person

Telephone Number

Email Address

B. ACTION REQUESTED (Check applicable):

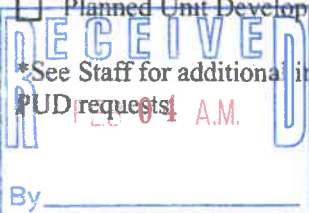
- ☐ Site Plan Review
- ☐ Special Use Permit
- ☐ Variation
- ☐ Administrative Adjustment
- ☐ Zoning Text or Map Amendment
- ☐ Zoning Appeal
- ☐ Plat of Subdivision
- ☐ Annexation
- ☐ Planned Unit Development*

*See Staff for additional information on PUD requests

SUBMITTAL REQUIREMENTS:

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

**Item located within this application packet.



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

TCR provides maintenance provisions on leased assets and customer owned asset for Gate Gourmet
and GSE equipment.

C. PROJECT DATA:

1. General description of the site: SINGLE COMMERCIAL BLDG
2. Acreage of the site: 40,000 S.F. Building Size (if applicable): 20,000 S.F.
3. Is this property within the Village limits? (Check applicable below)
☒ Yes
☐ No, requesting annexation
☐ No, it is under review by another governmental agency and requires review due to 1.5 mile jurisdiction requirements.
4. List any controlling agreements (annexation agreements, Village Ordinances, site plans, etc.)

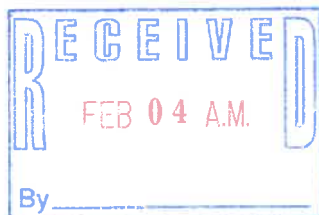
NONE

5. Character of the site and surrounding area:

	Zoning	Existing Land Use	Jurisdiction
Site:	<u>COMMERCIAL</u>	<u>COMMERCIAL</u>	<u>3 ESENILLE</u>
North:	<u> </u>	<u> </u>	<u> </u>
South:	<u> </u>	<u> </u>	<u> </u>
East:	<u> </u>	<u> </u>	<u> </u>
West:	<u> </u>	<u> </u>	<u> </u>

D. APPROVAL STANDARDS:

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



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

2/5/2025

Date

STATE OF ILLINOIS

)

)SS.

COUNTY OF DUPAGE AND COOK

)

AFFIDAVIT OF OWNERSHIP

I JEFF HUBERT the undersigned Affiant, being first duly sworn, on oath states:

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

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

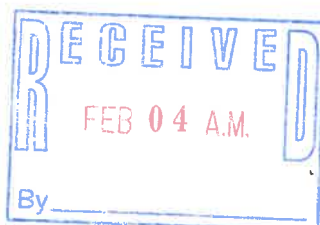
11 day of FEB 2025

Signature

SUBSCRIBED and SWORN to

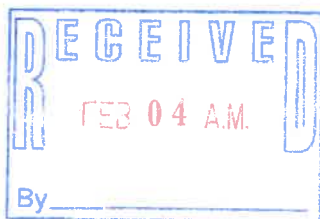
before me this 4th day of February 2025

Catherine L Fulgham
Notary Public



☒ Approval Standards for Special Uses

1. The proposed special use will not endanger the health, safety, comfort, convenience and general welfare of the public. yes
2. The proposed special use is compatible with the character of adjacent properties and other property within the immediate vicinity of the proposed special use. yes
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. yes
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. yes
5. The proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village. yes





STAFF REPORT

HEARING DATE: March 4, 2025
CASE #: 2025 – 06
PROPERTY: 1025 Industrial Dr
PROPERTY OWNER: Jeff & Keri Hubert
APPLICANT: TCR Americas LLC
SITE SIZE: 40,000 SF
BUILDING SIZE: 20,000 SF
PIN NUMBER: 03-11-100-010
ZONING: I-2 General Industrial
REQUEST: Special Use Permit, Motor Vehicle Repair and/or Service
Municipal Code 10 – 7 – 2 – 1
Special Use Permit, Outdoor Storage Area
Municipal Code 10 – 7 – 2 – 1

PUBLIC NOTICE:

1. A Legal Notice was published in the Bensenville Independent on Thursday, February 13, 2025. A Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours.
2. Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on Tuesday, February 11, 2025.
3. On Tuesday, February 11, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. An Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

SUMMARY:

The Petitioner, TCR Americas LLC, is seeking approval of two Special Use Permits, for Motor Vehicle Repair and/or Service and Outdoor Storage Area. They would only be performing minor maintenance on motor vehicles owned by Gate Gourmet. All engine work is outsourced to a third-party and not done on site. The 18,000 square foot outdoor storage area (45% of the site) is located in the rear and interior side yards of the property. The site is 1.23 acres, and they would be the only tenants on the property. 1025 Industrial Drive falls 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	Industrial	Village of Bensenville
West	I-2	Industrial	Commercial/Industrial Flex	Village of Bensenville

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

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

Finance:

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

Police:

- 1) No comments.

Engineering and Public Works:

- 1) Any upgrades to the property should include an oil/water separator if one is not already on site.

Community & Economic Development:Economic Development:

- 1) No comments.

Fire Safety:

- 1) The current shop area was set up for storage of fencing material. Will there be any remodeling?
- 2) With any remodel, there must be a VS Density study for the sprinkler system.
- 3) Fire alarm system may also have to be upgraded.
- 4) What does brush painting mean?
- 5) Triple catch basin required for sanitary sewer.
- 6) How many tires will be stored inside the facility?

Building:

- 1) No comments.

Planning:

- 1) The 2015 Comprehensive Plan indicates "Industrial".
- 2) The current zoning is I-2 General Industrial District.

- 3) The applicant is seeking a Special Use Permit to allow Motor Vehicle Repair and/or Service at 1025 Industrial Drive.
- 4) Per Municipal Code Section 10 – 7 – 3T, Motor Vehicle Repair and/or Service, the following standards apply:
 - a. Outdoor Storage: Disabled or inoperable vehicles and those awaiting pick-up may be stored outdoors if the following conditions are met:
 - i. Location: Outdoor storage of vehicles is prohibited in the front yard and corner side yard.
 - 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.
 - iii. Storage Duration: Motor vehicle repair and/or service facilities may not store the same vehicles outdoors for more than thirty (30) days.
 - b. Location For Repairs: All repairs must occur inside an enclosed building.
 - 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.
- 5) The applicant is seeking a special use permit to allow outdoor storage as a primary use at 1025 Industrial Drive.
 - a. The proposed outdoor storage area at this property would be roughly 45 percent of the gross lot area.
- 6) Per Municipal Code Section 10 – 7 – 3X, Outdoor Storage Area, the following standards apply:
 - a. Location: Outdoor storage areas shall be located on an improved surface in the interior side yard or rear yard.
 - b. Height: Materials stored in an outdoor storage area shall not exceed eight feet (8') in height within twenty feet (20') of any lot line.
 - c. Uses: Outdoor storage areas are allowed as an accessory use provided such areas do not occupy more than twenty five percent (25%) of the gross lot area. Outdoor storage areas are allowed as a principal use in association with the following principal uses: garden center, motor vehicle rental, motor vehicle repair and/or service, motor vehicle sales, heavy industrial, light industrial, medium industrial, machinery and equipment sales and rental, and warehousing, storage, or distribution facility. Outdoor storage areas may be allowed as a principal use in association with other principal uses with prior written approval by the Zoning Administrator.
 - i. The outdoor storage area would take up 45% of the site
 - d. Screening: The requirements of section 10-9-7, "Screening Requirements", of this title shall apply to outdoor storage areas. No stackable materials or goods shall be piled or stacked so that they are visible above the height of the screen.
- 7) Per Municipal Code Section 10-8-11C, Off-Street Loading Facility Requirements Dimensions, loading spaces shall have a minimum width of twelve feet (12'), minimum length of sixty feet (60'), and minimum vertical clearance of fourteen feet (14').
 - a. If a truck is to be stored in the proposed outdoor storage area, the area must be properly striped according to these standards.
- 8) Per Municipal Code Section 10-8-11D, Off-Street Loading Facility Requirements Location, all loading spaces shall be located on the same zoning lot as the use served,

unless an alternate location has been approved by the Zoning Administrator through the site plan review process (see section 10-3-2, "Site Plan Review", of this title).

- a. Side Or Rear Yard: Loading facilities shall be located on the side and/or rear yard of the lot. A designated loading area may be located within a drive aisle with prior written approval from the Zoning Administrator.
- 9) Per Municipal Code Section 10-9-7B, Screening Requirements, the following standards apply:
- a. Location: Refuse areas shall be located in the interior side yard or rear yard. Refer to subsections 10-7-3W, "Outdoor Storage Area", and 10-7-4C13, "Mechanical Equipment", of this title for location requirements for outdoor storage and ground-mounted mechanical equipment standards.
 - b. Opaque Fence Or Wall: The refuse area or outdoor storage area shall be completely screened by an opaque masonry wall or fence on three (3) sides, and an opaque gate on the fourth side. The wall of a principal structure may serve as a screening wall.
 - i. Height: The fence or wall shall not exceed eight feet (8') in height.
 - ii. Complementary Design: Screening elements should complement the architectural style of the primary building on-site and use building materials similar to those used for the primary building.
 - iii. Gate: The enclosure of the refuse area or outdoor storage area shall be gated, and remain locked except during times of refuse deposit or collection.
 - c. Landscape Elements: Landscape shrubs or native grasses may be installed on three (3) sides of the area, with plantings located between the fencing and back of curb, and screening the full length of each side. Installed shrubs shall form a continuous hedge comprised of individual small shrubs of an appropriate species that are adaptable to being grown as a hedge, with a minimum width of twenty four inches (24"), spaced thirty six inches (36") on center.

Applicant Response: No comments.

APPROVAL STANDARDS FOR SPECIAL USE

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

Applicant's Response: Yes, 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: Yes, 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: Yes, 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: Yes, 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: Yes, 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 Special Use Permits	Meets Standard	
	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	

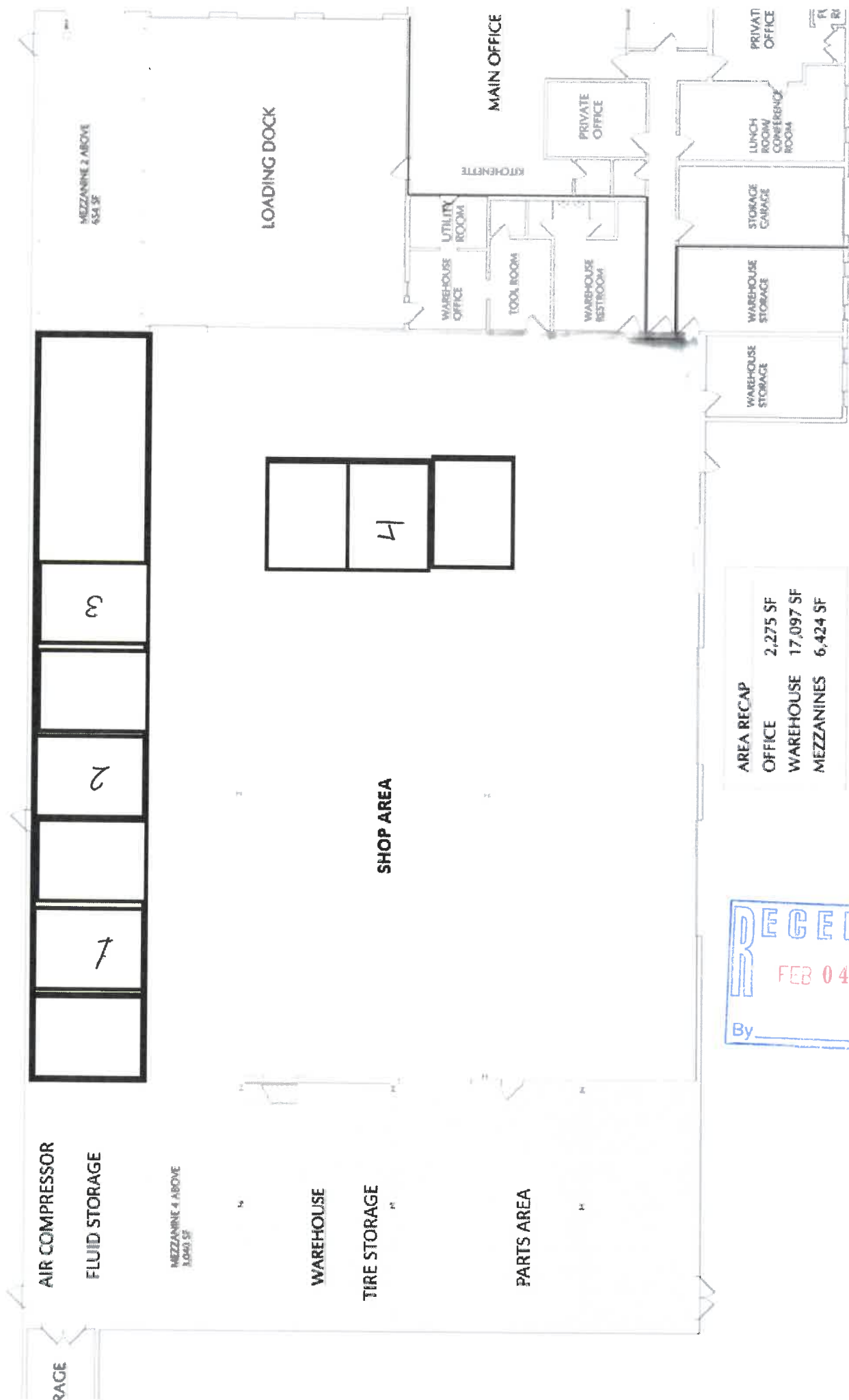
RECOMMENDATIONS:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Special Use Permit with the following conditions:
 - a. The Special Use Permit be granted solely to TCR Americas 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. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is

inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.

- b. The outdoor storage area must be screened in accordance with Village standards.
- c. The outdoor storage area must be striped in accordance with Village standards.
- d. Outdoor storage must be maintained in an orderly manner. No outdoor storage of tires permitted.
- e. A triple catch basin must be installed.
- f. No major engine, body work, or spray painting will be permitted.
- g. All maintenance must be done inside of the maintenance bay.

Respectfully Submitted,
Department of Community & Economic Development



1025 INDUSTRIAL DRIVE
1025 INDUSTRIAL DRIVE
BENSENVILLE, IL

AREA RECAP	
OFFICE	2,275 SF
WAREHOUSE	17,097 SF
MEZZANINES	6,424 SF

RECEIVED
FEB 04 A.M.
By _____

A circular professional engineer seal for Robert J. Slawter, State of Illinois, License No. 123456789. The seal features the text "ROBERT J. SLAWTER" at the top, "1st PROFESSIONAL ENGINEER" in the center, and "STATE OF ILLINOIS" at the bottom. The license number "123456789" is also visible.

LEGEND

(R) = RECORD (N) = NORTH (NW) = NORTHWESTERLY
 (M) = MEASURED (S) = SOUTH (NE) = NORTHEASTERLY
 (D) = DEED (E) = EAST (SW) = SOUTHWESTERLY
 (C) = CALCULATED (W) = WEST (SE) = SOUTHEASTERLY
 (L) = ARC LENGTH (RAD) = RADIUS
 (CH) = CHORD (A) = ASSUMED
 (F.I.P.) = FOUND IRON PIPE (B.L.) = BUILDING SETBACK
 (F.I.R.) = FOUND IRON ROD (CL) = CENTERLINE
 (R.O.W.) = RIGHT OF WAY (S.I.P.) = SET IRON PIPE

= FENCE
 = EASEMENT LINE
 = SETBACK LINE

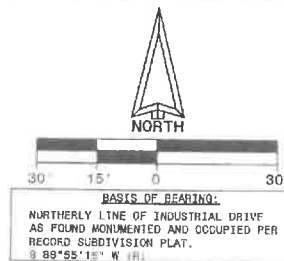
P.U. & D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
 P.U.E. = PUBLIC UTILITY EASEMENT
 V.E. = VILLAGE EASEMENT P.O.B. = POINT OF BEGINNING
 D.E. = DRAINAGE EASEMENT P.O.C. = POINT OF COMMENCEMENT

AREA OF SURVEY:
 CONTAINING 52,500 SQ. FT. 1.21 ACRES MORE OR LESS

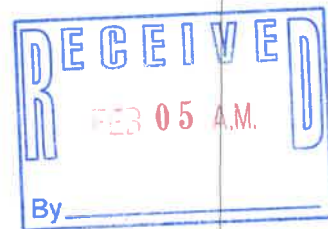
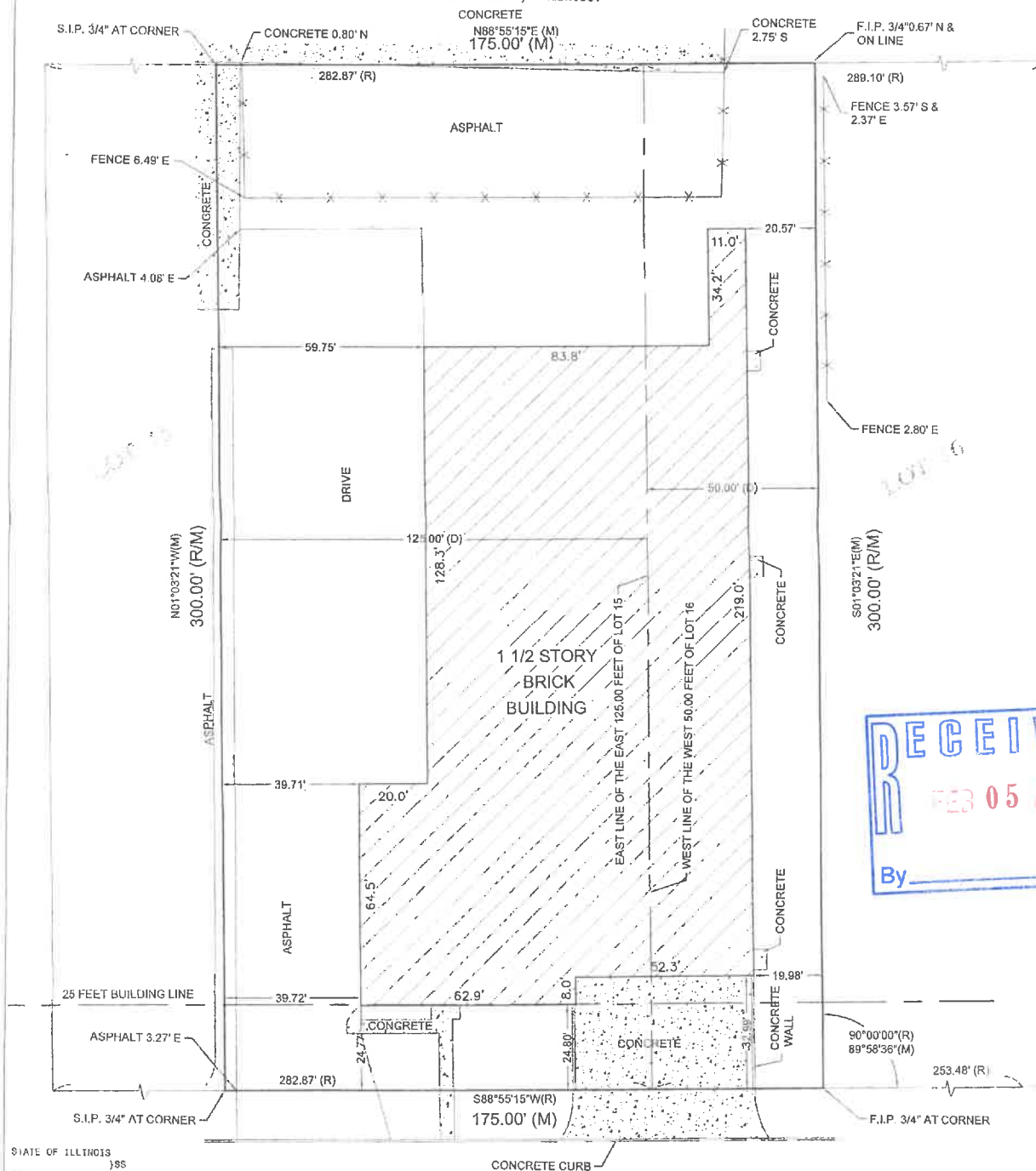
MORRIS ENGINEERING, INC.

5109 S. LINCOLN SUITE 100 Lisle, ILLINOIS 60532
 PHONE: (630) 271-0770 EMAIL: SURVEY@ECIVIL.COM

PLAT OF SURVEY



THE EAST 125.00 FEET OF LOT 15, AND THE WEST 50.00 FEET OF LOT 16 IN O'HARE WEST INDUSTRIAL PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 11, AND THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 1971, AS DOCUMENT R71-16332 AND CERTIFICATE OF CORRECTION RECORDED FEBRUARY 21, 1973 AS DOCUMENT R73-9686, IN DUPAGE COUNTY, ILLINOIS.



STATE OF ILLINOIS
 COUNTY OF DUPAGE

I, THE UNDERSIGNED, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT "THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY," AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

DATED, THIS 20TH DAY OF SEPTEMBER, A.D., 2006, AT Lisle, ILLINOIS.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3400
 LICENSE EXPIRATION DATE NOVEMBER 30, 2006
 ILLINOIS BUSINESS REGISTRATION NO. 184-001245

INDUSTRIAL DRIVE

66' R.O.W.

ADDRESS COMMONLY KNOWN AS 1025 INDUSTRIAL DRIVE
 BENSENVILLE, ILLINOIS

CLIENT DENNIS M. NOLAN ATAL

JOB NO. 06-09-0031

FIELDWORK DATE/CREW CHIEF 09/19/06 (AT/MH)

DRAWN BY: NG REVISED



I:\P\020906-0306-02-0031.dwg(03/11/2007 4:50:37 PM)

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

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

March 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, Ciula, Rott, Wasowicz
Absent: Marcotte
A quorum was present.

STAFF PRESENT: R. Herff, K. Quinn, C. Williamsen

JOURNAL OF PROCEEDINGS: The minutes of the Community Development Commission Meeting of the February 4, 2025 were presented.

Motion: Commissioner Chambers made a motion to approve the minutes as presented. Commissioner Wasowicz seconded the motion.

All were in favor. Motion carried.

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

PUBLIC COMMENT: There was no Public Comment.

Public Hearing: CDC Case Number 2025-02
Petitioner: Jobsite Solutions Corp PDQuipment
Location: 1084 Industrial Dr. Unit 6
Request: Special Use Permit, Outdoor Storage Area
Municipal Code 10 – 7 – 2 – 1

Motion: Commissioner Rott made a motion to open CDC Case No. 2025-02. Commissioner Wasowicz seconded the motion.

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

Chairman Rowe opened CDC Case No. 2025-02 at 6:31 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, February 13, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on Tuesday, February 11, 2025. Mr. Quinn stated on Tuesday, February 11, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner, Jobsite Solutions PDQuipment, is seeking approval of a Special Use Permit, Outdoor Storage, for their facility located at 1084 Industrial Dr, Unit 6. Mr. Quinn stated the unit is roughly 2,556 square feet, while the outdoor storage located, found in the rear of the property, is 2,821.5 square feet. Mr. Quinn stated the outdoor storage area is not visible from the street, and while it is screened, that screening is not compliant with Village Zoning regulations. Mr. Quinn stated the area is not currently striped for truck parking.

Jamine Sanchez, employee of Jobsite Solutions Corp PDQuipment was present and sworn in by Chairman Rowe. Ms. Sanchez stated the company would like to store their vehicles and some equipment that is ready for pick up to be stored outside the business. Ms. Sanchez stated only company vehicles would be parked on site.

Chairman Rowe asked if these are semitrucks. Ms. Sanchez stated no, the company owns a minivan and a pick-up truck.

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 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: Yes, 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: Yes, 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: Yes, 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: Yes, 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: Yes, the proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Quinn stated:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Special Use Permit with the following conditions:
 - a. The Special Use Permit be granted solely to Jobsite Solutions PD Equipment and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of a re-occupancy of this property, the new occupants shall appear before a Public Meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.
 - b. The outdoor storage area must be screened in accordance with Village standards.
 - c. Any truck parking in the outdoor storage area must be properly striped in accordance with Village standards.
 - d. Applicant must create utility account at Village.

There were no questions from the Commission.

Motion: Commissioner Rott made a motion to close CDC Case No. 2025-02 SUP. Commissioner Wasowicz seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-02 at 6:38 p.m.

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

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

Nays: None

All were in favor. Motion carried.

Public Hearing: CDC Case Number 2025-03
Petitioner: Cyrille Llanes and Gonzalo Cervantes
Location: 224 Marshall Road
Request: Preliminary and Final Plat of Subdivision
Municipal Code 11 – 3
Variation, Minimum Corner Side Setback
Municipal Code Section 10 – 6 – 12 – 1
Variation, Maximum Driveway Width
Municipal Code Section 10 – 8 – 8 – 1
Variation, Driveway Visibility
Municipal Code Section 10 – 8 – 8D

Motion: Commissioner Rott made a motion to open CDC Case No. 2025-03. Commissioner Chambers seconded the motion.

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

Chairman Rowe opened CDC Case No. 2025-03 at 6:39 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, February 13, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on Tuesday, February 11, 2025. Mr. Quinn stated on Tuesday, February 11, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioners, Cyrille Llanes and Gonzalo Cervantes, are seeking approval of a Plat of Subdivision and variations in order to subdivide one parcel into two lots. Mr. Quinn stated the variations requested are to allow for the existing home and associated structures to remain on one of the new parcels, as the existing structures will not comply with code requirements after the subdivision. Mr. Quinn stated the setback variation is requested to allow the existing structure to remain in its current state. Mr. Quinn stated the driveway variations are to allow the driveway and home to remain in their current state. Mr. Quinn stated the petitioner has expressed interest in selling the new vacant lot after the execution of the plat of subdivision.

Gonzalo Cervantes, property owner was present and sworn in by Chairman Rowe. Mr. Cervantes stated the sole reason for this request was to assist in lowering his property taxes. Mr. Cervantes stated if approved, he would be selling the vacant land for someone to build on.

Commissioner Chambers asked what the lot sizes would be. Mr. Quinn stated they would be the same.

Commissioner Rott asked if there was someone interested in the property. Mr. Cervantes stated his neighbor had mentioned interest but has not had any further conversations.

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 subdivision and variations consisting of:

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

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

2. **Neighborhood Character:** 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.

Applicant's Response: Yes, 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.

3. **Relative Gain:** The proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

Applicant's Response: Yes, the proposed amendment provides a relative gain to the public, as compared to any hardship imposed upon an individual property owner.

4. **Community Need:** The proposed amendment addresses the community need for a specific use.

Applicant's Response: Yes, the proposed amendment addresses the community need for a specific use.

5. **Reflects Change:** The proposed amendment corrects an error, adds clarification, or reflects a change in policy.

Applicant's Response: Yes, the proposed amendment corrects an error, adds clarification, or reflects a change in policy.

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

Mr. Quinn stated:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Preliminary and Final Plat of Subdivision with the following conditions:
 - a. All accounts must be paid and brought into compliance.

Commissioner Wasowicz asked if Staff sees any challenges for a potential buyer to build on the vacant lot. Mr. Quinn stated without seeing plans, it was difficult to say, but does not foresee any issues.

Motion: Commissioner Chambers made a motion to close CDC Case No. 2025-03. Commissioner Rott seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-03 at 6:49 p.m.

Motion: Commissioner Rott made a motion to approve Preliminary and Final Plat of Subdivision, Municipal Code 11-3; Variation, Minimum, Corner Side Setback, Municipal Code Section 10-6-12-1; Variation, Maximum Driveway Width, Municipal Code Section 10-8-8-1; Variations, Driveway Visibility, Municipal Code Section 10-8-8D with Staff's Recommendations. Commissioner Wasowicz seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Public Hearing: CDC Case Number 2025-06
Petitioner: TCR Americas LLC
Location: 1025 Industrial Drive
Request: Special Use Permit, Motor Vehicle Repair and/or Service
Municipal Code 10 – 7 – 2 – 1
Special Use Permit, Outdoor Storage Area
Municipal Code 10 – 7 – 2 – 1

Motion: Commissioner Rott made a motion to open CDC Case No. 2025-06. Commissioner Chambers seconded the motion.

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

Chairman Rowe opened CDC Case No. 2025-06 at 6:51 p.m.

Village Planner, Kevin Quinn, was present and sworn in by Chairman Rowe. Mr. Quinn stated a Legal Notice was published in the Bensenville Independent on Thursday, February 13, 2025. Mr. Quinn stated a Certified copy of the Legal Notice is maintained in the CDC file and is available for viewing and inspection at the Community & Economic Development Department during regular business hours. Mr. Quinn stated Village personnel posted 1 Notice of Public Hearing sign on the property, visible from the public way on Tuesday, February 11, 2025. Mr. Quinn stated on Tuesday, February 11, 2025, Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 300 feet of the property in question. Mr. Quinn stated an Affidavit of Mailing executed by C & ED personnel and the list of recipients are maintained in the CDC file and are available for viewing and inspection at the Community & Economic Development department during regular business hours.

Mr. Quinn stated the Petitioner, TCR Americas LLC, is seeking approval of two Special Use Permits, for Motor Vehicle Repair and/or Service and Outdoor Storage Area.

Mr. Quinn stated they would only be performing minor maintenance on motor vehicles owned by Gate Gourmet. Mr. Quinn stated all engine work is outsourced to a third-party and not done on site. Mr. Quinn stated the 18,000 square foot outdoor storage area (45% of the site) is located in the rear and interior side yards of the property. Mr. Quinn stated the site is 1.23 acres, and they would be the only tenants on the property. Mr. Quinn stated 1025 Industrial Drive falls within an I-2 General Industrial District.

Sherif Mansour, employee of TCR Americas LLC was present and sworn in by Chairman Rowe. Mr. Mansour reviewed the business operations and their intent to move to Bensenville. Mr. Mansour stated all work on vehicles will be performed inside of the building.

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 special use permits 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: Yes, 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: Yes, 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: Yes, 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: Yes, 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: Yes, the proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Quinn stated:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Special Use Permit with the following conditions:
 - a. The Special Use Permit be granted solely to TCR Americas 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. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.

- b. The outdoor storage area must be screened in accordance with Village standards.
- c. The outdoor storage area must be striped in accordance with Village standards.
- d. Outdoor storage must be maintained in an orderly manner. No outdoor storage of tires permitted.
- e. A triple catch basin must be installed.
- f. No major engine, body work, or spray painting will be permitted.
- g. All maintenance must be done inside of the maintenance bay.

There were no questions from the Commission.

Motion: Commissioner Rott made a motion to close CDC Case No. 2025-06. Commissioner Ciula seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-06 at 6:58 p.m.

Motion: Commissioner Chambers made a motion to approve Special User Permit, Motor Vehicle Repair and/or Service, Municipal Code 10-7-2-1; Special Use Permit, Outdoor Storage Area, Municipal Code 10-7-2-1 with Staff's Recommendations. Commissioner Rott seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Public Hearing: CDC Case Number 2025-04
Petitioner: Village of Bensenville
Location: Village of Bensenville
Request: 2025 Zoning Map

Motion: Commissioner Rott made a motion to open CDC Case No. 2025-04. Commissioner Chambers seconded the motion.

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

Chairman Rowe opened CDC Case No. 2025-04 at 6:59 p.m.

Mr. Quinn stated State law requires the Village to pass an official zoning map by March 31st of each year. Mr. Quinn stated the only change from last year was updating 1100 N IL Rt 83 from I-2 to C-2.

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.

Motion: Commissioner Wasowicz made a motion to close CDC Case No. 2025-04. Commissioner Rott seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-04 at 7:01 p.m.

Motion: Commissioner Rott made a motion to approve the 2025 Zoning Map. Commissioner Wasowicz seconded the motion.

ROLL CALL: Ayes: Rowe, Chambers, Ciula, 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 7:04 p.m.

ORDINANCE # _____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT ALLOWING MOTOR
VEHICLE REPAIR AND/OR SERVICE AND AN OUTDOOR STORAGE AREA AT 1025
INDUSTRIAL DRIVE, BENSENVILLE, ILLINOIS**

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

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

WHEREAS, Jeff & Keri Hubert of 703 S I-Oka Avenue, Mt. Prospect, Illinois 60056 (the “*Owner*”) owns the property located at 1025 Industrial Drive; and

WHEREAS, TCR Americas LLC (“*Applicant*”) of 11465 Melrose Avenue, Franklin Park, Illinois 60131, filed an application for Special Use Permit, Motor Vehicle Repair and/or Service, Special Use Permit, Outdoor Storage Area Municipal Code Section 10-7-2-1 of the Bensenville Village Zoning Ordinance (“*Zoning Ordinance*”) for the property located at 1025 Industrial Drive, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “*Subject Property*”), a copy of said application being contained on file in the Community and Economic Development Department; and

WHEREAS, the Village published Notice of Public Hearing with respect to the Variations in the *Bensenville Independent* on Thursday, February 13, 2025, and notice was also given via posting of one Public Hearing Sign on the Subject Property on Tuesday, February 11, 2025, and via

First Class mail to taxpayers of record within 300 feet of the Subject Property on Tuesday, February 11, 2025, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, pursuant to said Notice, the Community Development Commission of the Village of Bensenville conducted a Public Hearing on March 4, 2025 (the “*Public Hearing*”), as required by the statutes of the State of Illinois and the ordinances of the Village, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, at the conclusion of the Public Hearing, the Community Development Commission agreed with the findings of fact submitted by the Applicant, and thereafter, voted (5-0) to recommend approval of the Special Use Permit, Motor Vehicle Repair and/or Service and the Special Use Permit, Outdoor Storage Area with certain conditions, and forwarded its recommendations, including the Staff Report and findings relative to the requests, which are attached hereto and incorporated herein by reference as Exhibit C, to the Corporate Authorities; and

WHEREAS, the Corporate Authorities have duly considered the Community Development Commission’s recommendation and findings of fact, and have determined that approval of the Special Use Permits, as recommended by the Community Development Commission, with conditions, is consistent with the Zoning Ordinance; and

WHEREAS, the Corporate Authorities deem it advisable and in the best interest of the health, safety, and welfare of the residents of the Village to grant the Special Use Permits requested and subject to the conditions identified herein.

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

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

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

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

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

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

Section 5. That the Special Use Permits at 1025 Industrial in Bensenville, Illinois as legally described in Exhibit A, is hereby approved, provided that the project is constructed in substantial

conformance with the following plans and specifications (collectively, the “Plans and Specifications”), except as may be amended pursuant to Section 6 of this Ordinance:

- i. Application: submitted by Applicant on February 5, 2025 (Exhibit B; the “*Application*”);
- ii. ALTA/NSPS Land Title Survey: prepared by Morris Engineering, Inc on September 20th, 2006 (Exhibit B; the “*Survey*”).

The Plans and Specifications are hereby approved by this Ordinance.

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

- i. The Special Use Permit be granted solely to TCR Americas 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. 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 outdoor storage area must be screened in accordance with Village standards.
- iii. The outdoor storage area must be striped in accordance with Village standards.
- iv. Outdoor storage must be maintained in an orderly manner. No outdoor storage of tires permitted.
- v. A triple catch basin must be installed.
- vi. No major engine, body work, or spray painting will be permitted.
- vii. All maintenance must be done inside of the maintenance bay.

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

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

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

Section 10. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

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

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville,
DuPage and Cook Counties, Illinois, this 25th day of March 2025, pursuant to a roll call vote, as
follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # ____ - 2025
Exhibit “A”

The Legal Description is as follows:

THE EAST 125.00 FEET OF LOT 15, AND THE WEST 50.00 FEET OF LOT 16 IN O’HARE WEST INDUSTRIAL PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 11, AND THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 26, 1971, AS DOCUMENT R71-16332 AND CERTIFICATE OF CORRECTION RECORDED FEBRAURY 21, 1973 AS DOCUMENT R73-9686, IN DUPAGE COUNTY, ILLINOIS.

Commonly known as 1025 Industrial Drive.

Ordinance # ____ - 2025
Exhibit “B”
Plans and Specifications

On file in the Community and Economic Development Department.

DRAFT

Ordinance # ____ - 2025
Exhibit “C”
Findings of Fact

Mr. Quinn reviewed the approval standards for proposed special use permits 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: Yes, 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: Yes, 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: Yes, 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: Yes, 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: Yes, the proposed special use is consistent with the intent of the Comprehensive Plan, this title, and the other land use policies of the Village.

Mr. Quinn stated:

1. Staff recommends the Approval of the Findings of Fact and therefore the approval of the Special Use Permit with the following conditions:
 - a. The Special Use Permit be granted solely to TCR Americas 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. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and/or ownership to the new occupant without amendment to the Special Use Permit, or if the CDC deems that the new occupant contemplates a change in use which is inconsistent with the Special Use Permit, the new occupant shall be required to petition for a new Public Hearing before the CDC for a new Special Use Permit.
 - b. The outdoor storage area must be screened in accordance with Village standards.
 - c. The outdoor storage area must be striped in accordance with Village standards.
 - d. Outdoor storage must be maintained in an orderly manner. No outdoor storage of tires permitted.
 - e. A triple catch basin must be installed.
 - f. No major engine, body work, or spray painting will be permitted.
 - g. All maintenance must be done inside of the maintenance bay.

There were no questions from the Commission.

Motion:

Commissioner Rott made a motion to close CDC Case No. 2025-06.
Commissioner Ciula seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Rowe closed CDC Case No. 2025-06 at 6:58 p.m.

Motion: Commissioner Chambers made a motion to approve Special User Permit, Motor Vehicle Repair and/or Service, Municipal Code 10-7-2-1; Special Use Permit, Outdoor Storage Area, Municipal Code 10-7-2-1 with Staff's Recommendations. Commissioner Rott seconded the motion.

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

Nays: None

All were in favor. Motion carried.

TYPE:Resolution**SUBMITTED BY:**K. Quinn**DEPARTMENT:**CED**DATE:**03.18.25**DESCRIPTION:**Consideration of an Resolution Approving the 2025 Zoning Map**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:****SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

COMMITTEE ACTION:

COW

DATE:

03/18/25

BACKGROUND:

The only change from last year was updating 1100 N IL Rt 83 from I-2 to C-2.

KEY ISSUES:

1. State law requires the Village to pass an official zoning map by March 31st of each year.
2. There is only one change from last year.

ALTERNATIVES:

Discretion of the Committee

RECOMMENDATION:

Approval of the 2025 Zoning Map

The Community Development Commission voted 5-0 to recommend approval. The motion passed.

BUDGET IMPACT:

NA

ACTION REQUIRED:

Approval of an Resolution Approving the 2025 Zoning Map

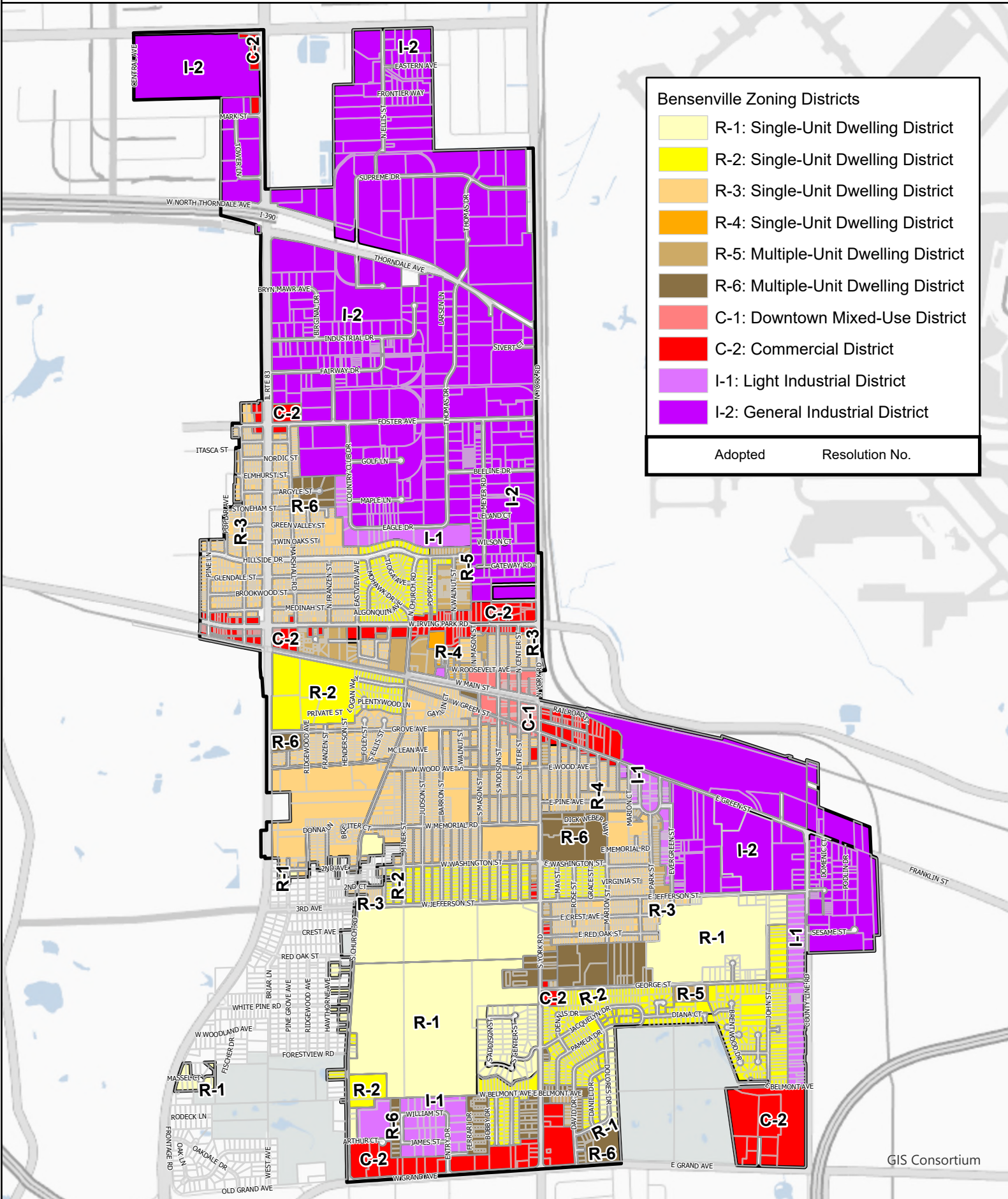
ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Zoning Map	3/5/2025	Executive Summary
Draft Resolution	3/5/2025	Resolution Letter



Village of Bensenville

2025 Zoning Map



Resolution # _____

**AN ORDINANCE ADOPTING AMEDNMENTS TO THE OFFICIAL ZONING DISTRICT MAP
FOR THE VILLAGE OF BENSENVILLE**

WHEREAS, the Village of Bensenville is a body politic and corporate, organized and existing pursuant of the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the Village of Bensenville is authorized and empowered, under the Municipal Code and the Code of Ordinances of the Village of Bensenville, to regulate properties located within the municipal boundaries of the Village; and

WHEREAS, in furtherance of this authorization, the Village of Bensenville has adopted an official Zoning District Map, setting forth the zoning of all properties within the Village; and

WHEREAS, pursuant of the Illinois Municipal Code, 65ILCS 5/11-13-19, the Village must adopt any amendments made to the Zoning District Map on an annual basis.

WHEREAS, the President and Board of Village Trustees have reviewed the amended Zoning District Map, attached hereto as Exhibit “A,” and determined that it should be adopted and published as presented.

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

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

SECTION TWO: That, pursuant to the Municipal Code, 65 ILCS 5/11-13-18, the official Zoning District Map of the Village of Bensenville, dated, as attached hereto as Exhibit “A,” be and is hereby adopted, and shall be made available to the public through the official of the Village Clerk and the Community and Economic Development Department.

SECTION THREE: All other ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are, to the extent of such conflict, expressly repealed.

SECTION FOUR: 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 25th day of March 2025, pursuant to a roll call vote, as follows:

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE:Informational**SUBMITTED BY:**Amanda Segreti & Frank
Palumbo**DEPARTMENT:**Public Works**DATE:**March 18, 2025**DESCRIPTION:**Informational Item Regarding the Illinois Section of the American Water Works Association (ISAWWA) Water Ambassador Program**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

March 18, 2025

BACKGROUND:

The Illinois Section of the American Water Works Association (ISAWWA) Water Ambassador Program was created to elevate public perception, knowledge, and consumer education of the water industry. The program aims to accomplish these goals by presenting a new communication platform of educational and promotional content in a manner that is relevant, engaging, and consistent among participants.

To reach Gold level, staff must share outreach once per month for the remainder of the year, including social media posts, newsletter articles and website infographics. The Village Board must also receive, "Drinking Water 123 - Guide for Local Officials." The guide is included as an attachment.

KEY ISSUES:

Staff recommends the Village pursue Water Ambassador Gold level as a way to further educate residents on the value of water.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Recommendation for staff to move forward with ISAWWA's Water Ambassador program.

BUDGET IMPACT:

There is no cost to participate in ISAWWA's Water Ambassador program.

ACTION REQUIRED:

Staff recommends participating in the 2025 Water Ambassador Program.

ATTACHMENTS:**Description**

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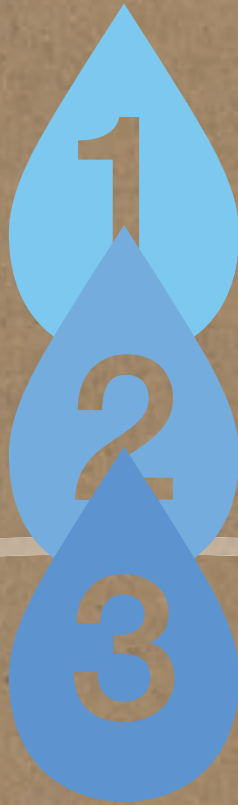
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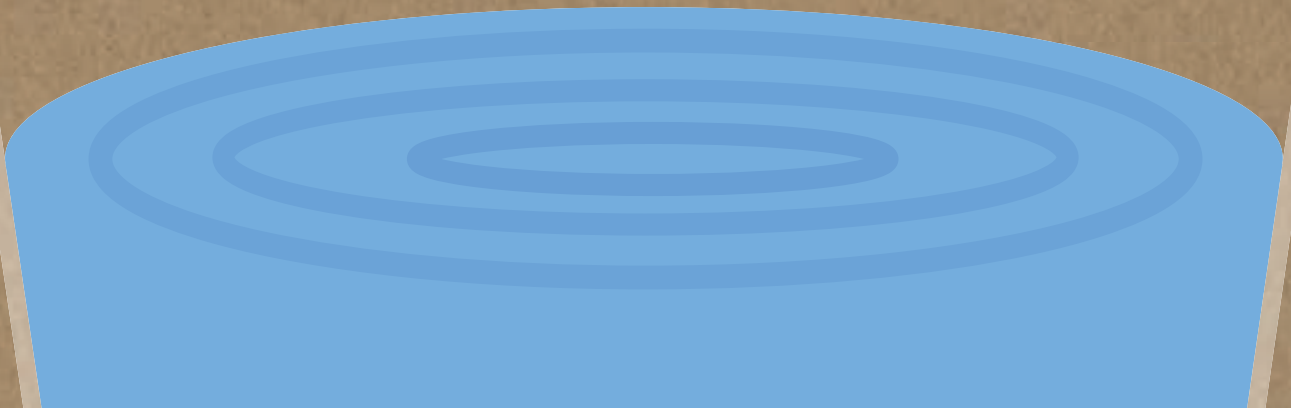
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Drinking Water



A Guide for Local Officials
and Community Leaders



Drinking Water 1-2-3 is the fourth in a series of how-to guides developed by the Metropolitan Planning Council (MPC) and partners to assist elected and appointed officials and others in making important policy decisions. With assistance from national, regional and local experts from the public, private and non-profit sectors, this series creates a valuable toolkit that provides key questions, useful resources and case studies for communities grappling with economic development, housing, water resource management and public safety improvement.



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Acknowledgements

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Since 1934, the Metropolitan Planning Council (MPC) has worked to make the Chicago region a better place to live and work by partnering with businesses, communities and governments to address the area's toughest planning and development challenges. MPC is dedicated to achieving a resilient, thriving, equitable and healthy region. Join us in implementing our 10-point action agenda to ensure our region's drinking water systems and supplies remain sustainable.

The Chicago Metropolitan Agency for Planning (CMAP) is our region's comprehensive planning organization. The agency and its partners are developing OnTo 2050, a new long-range plan to help the seven counties and 284 communities of Northeastern Illinois implement strategies that address transportation, housing, economic development, open space, the environment, and other quality-of-life issues.

The Illinois Section of the American Water Works Association (ISAWWA) is part of the national American Water Works Association. Its mission is to provide resources for the management and advocacy of safe and sustainable drinking water for Illinois.

The Metropolitan Mayors Caucus provides a forum through which elected officials of the region cooperatively develop consensus on common public policy issues and multi-jurisdictional challenges. With a foundation of collaboration and consensus-based decision making, it serves a number of functions for its partner organizations and local governments.

The Northwest Water Planning Alliance (NWWPA), formed by intergovernmental agreement, seeks to collaboratively plan for and steward its region's shared river and groundwater resources to ensure a sustainable water supply for the people, economy, environment, and future generations.



Welcome/About This Guide

Water. H₂O. Most of us in Northeastern Illinois don't pay much attention to our drinking water. We turn on faucets dozens of times a day without pausing to consider the questions that millions of people around the world worry about on a regular basis: Do we have enough? Is it clean? Will it endure?

We are lucky: In Northeastern Illinois, our proximity to a Great Lake means we generally enjoy ample water. But that good fortune has lulled us into complacency, and our drinking water systems have been neglected. Our proverbial glass is half empty.

What's at stake? Public health and safety, including contamination and service disruptions due to crumbling infrastructure and aging water treatment systems. Our ability to attract jobs and drive regional economic growth—since every company needs water. Vital, yet fragile, ecosystems. Municipalities and their residents, who find themselves hard-pressed to pay the escalating costs of collecting, treating and delivering drinking water. And, yes, some groundwater sources may be unusable in less than 15-20 years.

While our water supply issues are significant, they are fixable.



You can help

As a local leader, you set the tone for the rest of your community. What decisions will you make and actions will you take to ensure your community has safe and reliable drinking water now and into the future? What best practices will provide sustainable drinking water service for the communities you serve? Informing yourself about the systems and processes that convey safe drinking water to your municipality's residents, businesses and institutions is vital.

Elected officials often enter office without prior experience in water resource management or running a water utility. This guide is designed to support you—our leaders—in understanding the key aspects of water management and critical questions to discuss with your water system managers and engineers, municipal planners, public works officials, finance directors, developers, residents and businesses. What practices are important today? What do other communities often forget? How can you best serve your community and support sustainable water service? Find answers to these questions—and more—here.

Drinking Water 1-2-3 is a call to action and an educational tool for local officials and community leaders to better understand and proactively address their area's drinking water needs.

This guide is a manual that provides information about water resource management, service, infrastructure and planning. It helps you identify important strategies and actions for you and your community to take today.

It takes strong leadership from community officials to marshal political will, head off calamities and create a sustainable water future for our region.

Water Systems Are Connected
There are three components to water service infrastructure: drinking water, wastewater and stormwater. While this guide is focused on drinking water, it is important to understand that these systems are ultimately interconnected.

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Drinking Water in
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The background of the slide is a solid blue color. On the left side, there are three concentric circles of increasing size, all centered on the same point. The largest circle is the lightest shade of blue, while the two smaller circles inside it are progressively darker shades. In the center of the smallest circle is a large, white, sans-serif number '1'.

1

Meet Your Water: An Introduction

Understanding Drinking Water in Northeastern Illinois

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Where does our water come from?

Northeastern Illinois' drinking water comes from surface water sources—like Lake Michigan and the Fox and Kankakee Rivers—as well as groundwater from aquifers. About **20 percent** of Northeastern Illinois' population relies on a water source other than Lake Michigan, and about **78 percent of that population** relies solely on groundwater.

Surface Water Sources

Lake Michigan

The Great Lakes system is the largest source (approximately 22%) of available fresh surface water in the world, and Lake Michigan is the second largest of the Great Lakes by volume. Northeastern Illinois borders the shores of this Great Lake, which is the largest public drinking water supply in the state, serving approximately 6.6 million residents.¹ However, Illinois' use of Lake Michigan water is limited. Since the reversal of the Calumet and Chicago Rivers away from Lake Michigan, most of Illinois is no longer in the Great Lakes watershed. The water we pump out of the lake now flows west and south and ultimately to the Gulf of Mexico.

Due to this diversion of water out of the Great Lakes, the State of Illinois is under a U.S. Supreme Court Decree that limits the amount of water it can use. Communities in Illinois that seek to use Lake Michigan as a drinking water source must apply to the Illinois Department of Natural Resources (IDNR), which is the state agency that governs permits for Lake Michigan water and oversees the state's compliance with the decree. Recent Illinois usage of its water allocation from Lake Michigan has reached about 76 percent of the allowed total.² While we may think our region enjoys an unlimited amount of freshwater, that is not true.

Surface Water

Surface water includes lakes, ponds, rivers and reservoirs.

Lake Michigan Water Diversion

Illinois' Lake Michigan diversion amount can change significantly based on the amount of rainfall our region has each year. If the amount of rain increases substantially in any given year, less drinking water is available since it is counted as part of our diversion.



One of Chicago's water cribs, where water is pumped from Lake Michigan to supply parts of our region with drinking water.

Photo Credit Eric Allix Rogers

Fox and Kankakee Rivers

In addition to Lake Michigan, Northeastern Illinois also has two rivers that communities use for drinking water: the Fox and the Kankakee Rivers.

The Fox River flows 70 miles, beginning near Menominee Falls, Wisconsin, and continues on until it reaches Illinois and flows for 115 miles through the Chicago metropolitan area, before it finally converges with the Illinois River in Ottawa, Illinois. In our region, the Fox River is a partial drinking water source for Aurora and Elgin, Illinois, which represent over 300,000 people in our region.

The Kankakee River is approximately 90 miles long, flowing westward from the rural outskirts of South Bend, Indiana to western Will County, where it joins the Des Plaines River and eventually flows into the Illinois River. In our region, the Kankakee River is a drinking water source for Wilmington and Kankakee, Illinois, which represents a population of more than 32,000.

Additional communities in our region are exploring the use of these two rivers as drinking water sources for the future.



The Fox River is another surface water source that provides drinking water for communities in Northeastern Illinois.

Groundwater Sources

Groundwater is underground, held in soil or in the pores and crevices of rock. Most communities around the world get their drinking water from beneath the earth's surface. Here in Illinois, there are two main types of aquifer: shallow and deep. Shallow aquifers lie within 500 feet of land surface, while deep aquifers are located at depths of at least 500 feet below the surface. Deep bedrock aquifers supply the majority of drinking water for groundwater-dependent communities in Northeastern Illinois.

Both shallow and deep aquifers have different challenges that need to be addressed. The more minerals—such as saline water, barium, radium or other elements—that need to be removed from a groundwater source, the higher the treatment costs.

Groundwater recharge is an important part of the hydrologic cycle. When there's precipitation, water moves through the surface of the earth to natural storage areas below the ground, which “recharge,” or refill, these water sources. The more impervious the land cover—such as buildings, pavement and concrete—the less water reaches these water sources to recharge. A deep bedrock aquifer can take many decades to recharge through rain and snowmelt. While shallow limestone, or sand and gravel aquifers in Northeastern Illinois recharge faster than deep bedrock aquifers, they are more susceptible to contamination and can be depleted faster when used for drinking water. And shallow aquifers can impact surface water and wetlands since they are interconnected and often exist directly above or near these resources.

The depletion of aquifers reduces both water supply availability and quality. The consequences of over-pumping water include potential contamination and increased energy usage, both of which lead to increased treatment costs, before, eventually, wells become unusable.

Groundwater

is the water beneath the surface of the earth, consisting largely of water that has seeped down into the ground over time. Groundwater feeds springs and wells.

What is a watershed?

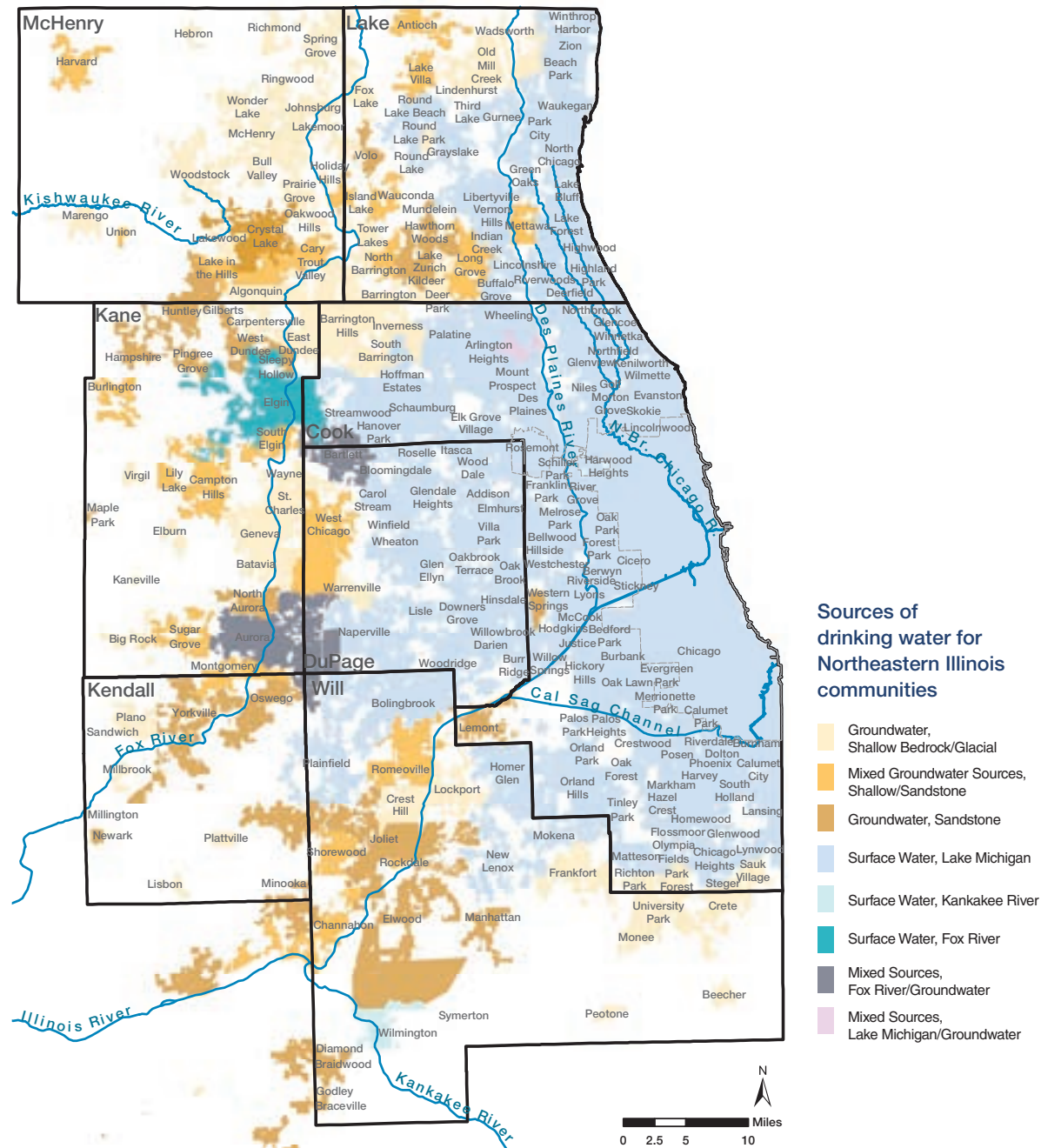
A watershed is the specific land area that drains to a lake, river or stream. Watershed boundaries often overlap with multiple municipal, county and state lines, which means strong coordination between these governance boundaries is needed.



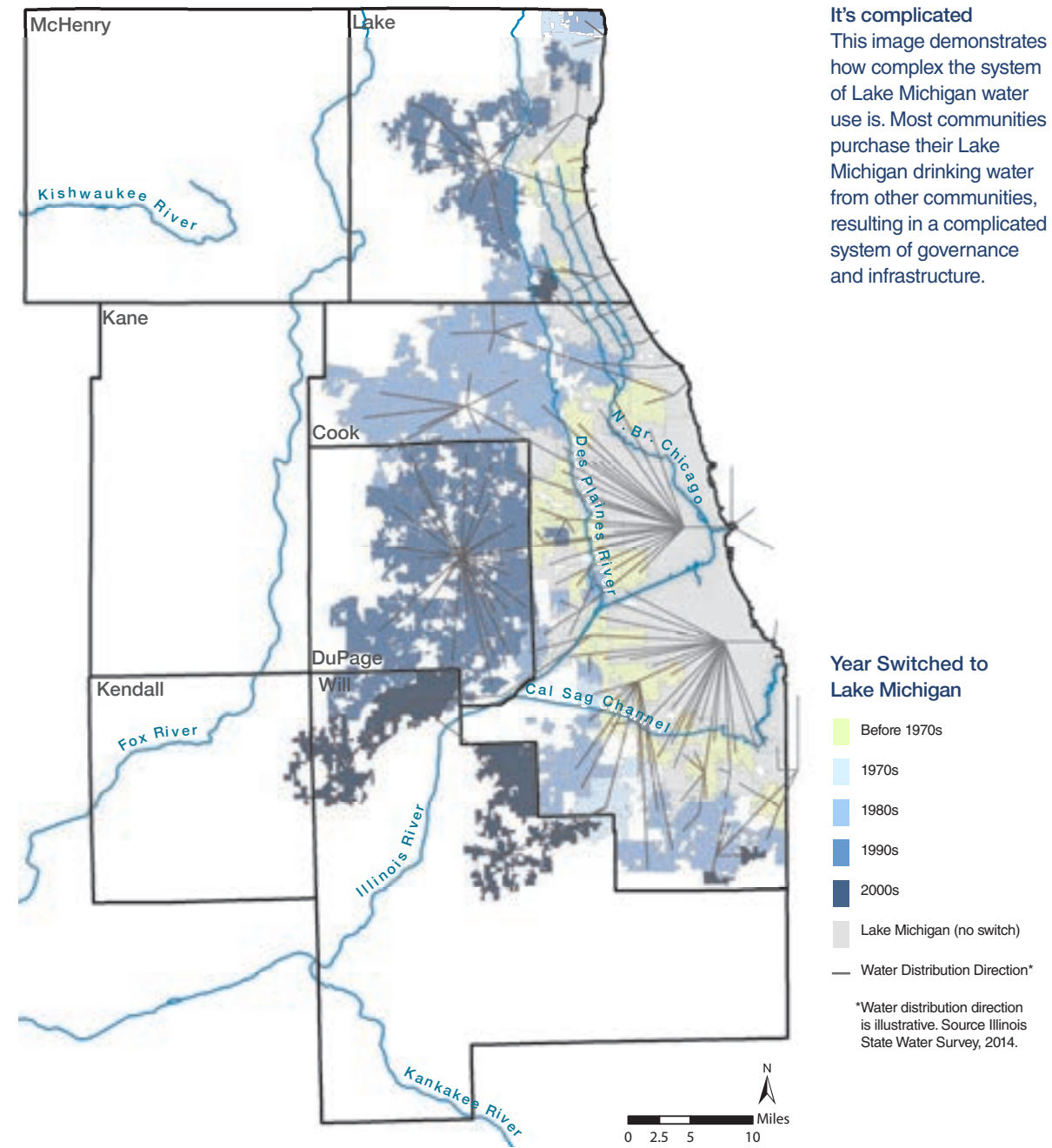
The Hydrologic Cycle

Water is in constant flux and change. The hydrologic cycle is the continuous movement of water above, below and along the earth's surface. This cycle affects the availability of water supply, which is why planning for the impact of climate variations on drinking water is critical for local communities.

Northeastern Illinois drinking water sources



Illinois' Lake Michigan drinking water permittees and suppliers



It's complicated
This image demonstrates how complex the system of Lake Michigan water use is. Most communities purchase their Lake Michigan drinking water from other communities, resulting in a complicated system of governance and infrastructure.



There is a lot of effort and resources that go into providing safe, clean drinking water.

Making Water Drinkable

Potable water (or drinking water) is water that is safe to drink or to use for food preparation without risk of health problems. It is the product of taking raw water—from surface or groundwater sources—and treating it to regulatory standards.

Every time we turn on the faucet, we expect clean, safe water. Making water potable isn't easy: Technically trained operators and engineers carefully track and monitor the treatment process to ensure our communities enjoy safe drinking water.

One of the most important actions a community can take to protect its water supply is to keep its water source clean. At a municipal level, this means putting restrictions on industrial waste disposal, implementing pharmaceutical drop-off programs and reducing overuse of fertilizers, road salt, sanitary sewer overflows and septic tank malfunctions, which can pollute drinking water sources.

Once source water reaches a treatment plant, several processes make it potable. The primary reasons for treating water are:³

- Complying with state and federal regulations to ensure it is safe for consumption
- Removing taste and odor to reduce consumer dissatisfaction and complaints

The quality, characteristics and challenges of a water source define the best treatment option. Challenges can include noxious gases, dangerous chemicals, minerals, bacteria, microorganisms, viruses, suspended solids and sediments.



Did you know?
The largest water treatment plant in the world is right here in Illinois. It's the James W. Jardine Water Purification Plant in Chicago. Between this plant and the Eugene Sawyer Plant, Chicago can process almost one billion gallons of water a day for our region.⁴

Infrastructure: Delivering water to the tap

It is important to understand the extensive infrastructure that delivers drinking water to our homes, businesses and schools. Wells or intake pipes collect water, treatment plants acquire and purify water, water mains, pumps and pipes transport water and towers and reservoirs store and pressurize water.

Collect the water

First, water is collected from the source, either groundwater or surface water. Water from groundwater aquifers is pumped using wells. Surface water is obtained through an intake pipe. This source water is then piped into a water treatment facility.

Water utilities require high-capacity wells or intakes, powerful pumps, large pipes, as well as a power source (electricity) to drive the pumps and obtain source water. Groundwater sources generally require more electricity due to the increased need for pumping the water up from the wells to the treatment plant.

Filter and treat the water

Once source water is collected, treatment processes produce potable water. Treatment plant infrastructure—such as the facility itself, which includes a lab for testing—requires chemicals, screens, tanks and settling ponds, which are designed to meet the specific needs of the water source conditions and quality.

Store the water

After water leaves the treatment plant, it must be safely stored until it is needed. The water distribution system should have enough storage capacity to meet all expected needs. Storing treated water serves multiple purposes:

- Provides a reserve of treated water that will minimize interruptions in supply due to failures of mains, pumps or other plant equipment
- Helps maintain uniform pressure

- Ensures a reserve of water for firefighting and other emergencies
- Allows pumping at an average rate

We have all seen the municipal water towers throughout our communities. A water tower is an elevated structure supporting a water tank constructed at a height sufficient to pressurize a drinking water system in order to distribute drinking water, meet peak demands and provide emergency storage for fire protection.

Deliver the water

Once needed, potable water is pumped to users via a complex network of underground pipes. Pressurized pipes deliver water to schools, homes, commercial buildings and industry. The pipe networks also contain many valves throughout the system to control location, pressure and water flow. These materials deteriorate over time. Old pipes require replacement to avoid unnecessary leakage (waste of drinking water) or corrosion, which can release harmful or unwanted chemicals into the water.

Consume the water

Water is delivered to our homes, businesses, schools and organizations for us to use and enjoy through a complex web of pipes. The main line pipes are owned and maintained by our water utilities. However, often times the water pipes that run from under the street to individual buildings are the responsibility of the property owner. Maintaining this infrastructure is important for public health, so that we can continue to consume safe water, which is then sent down another set of pipes to be treated by our wastewater utilities.

Questions for your staff: Drinking water service

- What is our municipality's drinking water source(s)—where does our drinking water come from?
- Do we produce (treat) our drinking water, or do we purchase drinking water from another community?
 - If you produce: What treatment processes do we employ at our plant to ensure our water meets regulated potable (drinking water) standards?
 - If you purchase: Who do we purchase our drinking water from?
- How are we storing or otherwise ensuring we have enough drinking water supply for peak demand in our community?

Daily use of stored water varies

Generally, peak water demand occurs in the mid-morning and early-evening hours. To accommodate the fluctuations in demand, stored water is often withdrawn and used during these peak demand hours and the water tower is replenished during minimum-demand times in the late-night and early-morning hours.

2

Your Water's Keeper: Utilities and Regulators

Understanding Drinking Water Management and Laws

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How does operation and regulation work?

Water is an ordinary and everyday part of our lives, yet it requires much effort to deliver it to us. Understanding the **systems, operations and regulations** required to provide community's with **safe, drinkable water** is part of your responsibility as a community official.

Utilities: The managers behind your water⁵

In the United States, there are over 151,000 public water systems in operation.⁶ The U.S. Environmental Protection Agency (EPA) classifies these systems according to the number of people they serve, the source of their water and whether they serve the same customers year-round or on an occasional basis.

Most public water systems are owned by the municipality they serve or a regional consortium of communities such as a Water Commission or Joint Action Water Authority (JAWA), but they can also be owned by private companies, nonprofit corporations or individuals.

Public water systems deliver a public service and charge a fee for this service in much the same way as energy or telecommunication utilities. They are responsible for operating the necessary treatment and distribution systems to reliably deliver safe drinking water.

A public water system is so named because water is delivered to the public, however, this utility may be publicly or privately owned. There are two forms of private sector participation in public water systems: If a water system is fully privatized, assets are owned and operated by a private company. The company charges fees to water consumers to recoup capital and operational expenses. If there is a public-private partnership, ownership of assets remains public and certain functions (e.g., operation of the drinking water treatment plant) are assigned to a private company for a specific period. In Illinois the majority of public water systems are publicly owned.

Public water systems consist of three elements:

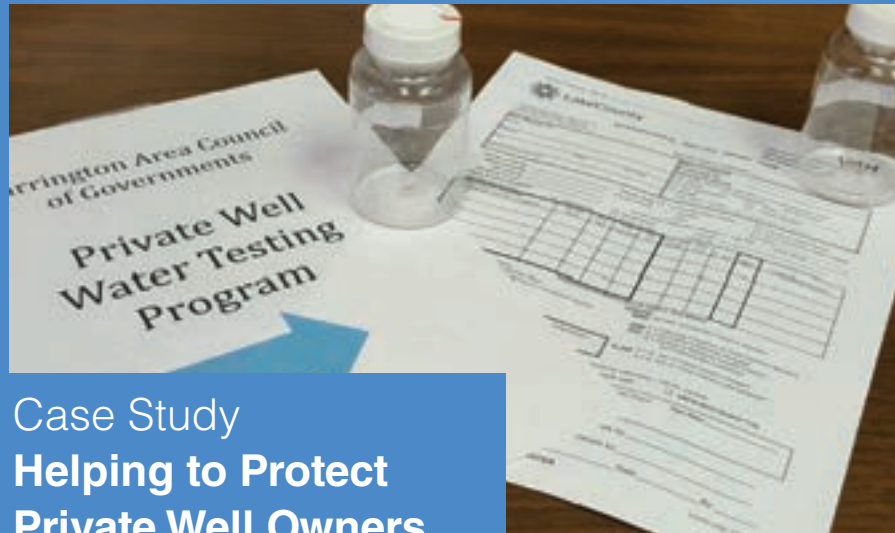
1. The source water (surface water or groundwater)
2. The drinking water treatment plant (treatment facilities and labs)
3. The distribution system (mains, pumps and storage)

Public Water Systems

Local officials must account for everything from ensuring enough supply, to water-quality monitoring and treatment, to service operations and infrastructure maintenance, to ensuring regulatory compliance.



Photo Credit Goatling



Case Study Helping to Protect Private Well Owners

The Barrington Area Council of Governments (BACOG) has approximately 7,800 private wells in an 80-square-mile area. In order to help its residents better manage their private wells, BACOG provides educational materials and facilitates regular testing. In partnership with Lake County Health Department, BACOG offers local purchase of bacteria/nitrate test kits at village and township offices plus central local collection and delivery of water samples—all at reduced rates for residents. Lake County's laboratory conducts the tests, and residents benefit from the education provided by this program. By proactively providing education and testing, BACOG is helping to ensure its residents have safe drinking water when using private wells.

Photo Credit BACOG

Private Wells

There are also many people in rural and unincorporated areas of Northeastern Illinois who supply their own drinking water via private wells on their property instead of being connected to a public water system. The sole party responsible for providing the drinking water, maintaining the infrastructure and testing for water quality is the private property owner. The U.S. Environmental Protection Agency and other federal and state agencies recommend annual testing of private well water for bacteria and nitrates. Bacteria can enter a well or household plumbing system through contaminated stormwater flowing over a weak well cap, seepage through a cracked well column or the opening of the indoor plumbing system for repair or replacement of equipment. Bacteria are mostly invisible and odorless but they can make people sick. Unfortunately, not every well owner knows that he/she is solely responsible, or how to keep water clean and safe for their family or business.

Drinking Water Regulation

Federal Regulation: The Safe Drinking Water Act

The Safe Drinking Water Act (SDWA) was enacted by Congress in 1974 to ensure water supply systems in the U.S. are providing good quality water to consumers.⁷ The Act authorizes the U.S. Environmental Protection Agency (EPA) to establish minimum standards for drinking water and requires all owners or operators of public water systems to comply with these health-related standards.

The SDWA's program to regulate drinking water quality is called the Public Water System Supervision program. Utilities are responsible for regularly testing the quality of drinking water and comparing the test results to the health-based standards, known as Maximum Contaminant Levels or MCLs. There are MCLs for bacteria, metals such as chromium and lead, inorganic chemicals such as arsenic and nitrate, and organic chemicals including pesticides. All these contaminants can cause serious health concerns if they are present in excessive levels in drinking water. For example, high levels of bacteria in drinking water can cause gastrointestinal problems.

If a utility violates an MCL requirement, it can be fined up to \$25,000 per day until the violation is resolved. In addition, the water system must provide public notification which explains the nature of the violation, the health implications and steps consumers should take. All violations by a utility are listed online at the EPA's Drinking Water Watch website where communities, consumers and interested parties can view them.

Maximum Contaminant Levels (MCLs) are standards set by the United States Environmental Protection Agency (EPA) for drinking water quality. An MCL is the legal threshold limit on the amount of a substance that is allowed in public water systems under the Safe Drinking Water Act.

Reporting Back: Keeping Consumers Informed

The EPA requires every community water system to deliver a Consumer Confidence Report (CCR), also known as an annual drinking water quality report, to their customers each year. These reports provide information about local drinking water quality. CCRs dictate what a utility must report to its customers, including:

- ◊ their source of drinking water
- ◊ an accounting of the system’s actions to restore safe drinking water
- ◊ a brief summary of any contamination risks to local drinking water sources
- ◊ educational information on nitrate, arsenic or lead in areas where these contaminants may be a concern
- ◊ any regulated contaminant found in local drinking water
- ◊ phone numbers of additional sources of information, including the water system and the EPA’s Safe Drinking Water Hotline
- ◊ the potential health effects of any contaminant detected in violation of an EPA health standard



Providing an annual, comprehensive consumer confidence report is not only required, but it can greatly assist your community in keeping customers informed and confident that their utility is providing them with quality service. CCRs also provide a useful opportunity for utilities to communicate with their customers about water rates, billing information and infrastructure conditions. For more information on CCRs, please see the EPA’s website: <https://www.epa.gov/ccr>.

State Regulation: Drinking Water Quality Requirements

The Safe Drinking Water Act provides State governments primary authority for implementation, as is the case in Illinois. While the EPA establishes health-based standards at a national level, the Illinois EPA is responsible for the day-to-day implementation of the drinking water program, among other things.

In addition to the federal requirements of the SDWA, there are State of Illinois requirements that apply to community public water systems. State requirements can be found in Subtitle F of Title 35 of the Illinois Administrative Code and are implemented by the Illinois EPA. The Maximum Contaminant Levels and monitoring requirements generally mirror the Federal requirements. However, Illinois established additional programs and requirements to strengthen public health protection.

Our state’s drinking water program also includes requirements for permitting, including construction and operating permits for community water supply systems. Construction permits are issued for new or modified water supply systems—for example, when a community is planning to change its drinking water treatment facilities. Operating permits are issued

after construction projects are completed and the new or modified system will be going into operation. The permits program ensures that system components are properly sized, designed and operated so that the system will reliably provide safe water. The State of Illinois can issue emergency permits whenever emergency conditions require immediate action.

Illinois also has requirements to ensure groundwater is of good quality when it’s being used as a source of drinking water. The fundamental requirement is “No person shall cause, threaten or allow the release of any contaminant to groundwater so as to cause a groundwater quality standard set forth in this Subpart to be exceeded.” (Section 620.405 of the Administrative Code)

There are Illinois-specific requirements for regulated recharge areas which protect water sources in areas where the groundwater is susceptible to contamination. For example, facilities or operations that could pose a risk to the groundwater (e.g., a municipal solid waste landfill) cannot be located within a delineated, regulated recharge area. Additionally, counties and municipalities utilizing a community water supply are authorized to establish maximum setback zones, up to 1,000 feet, around their well(s). Setback zones—as the name implies—are areas where certain operations are restricted, facilities and activities that could pose a risk to the groundwater being used as a source of drinking water.

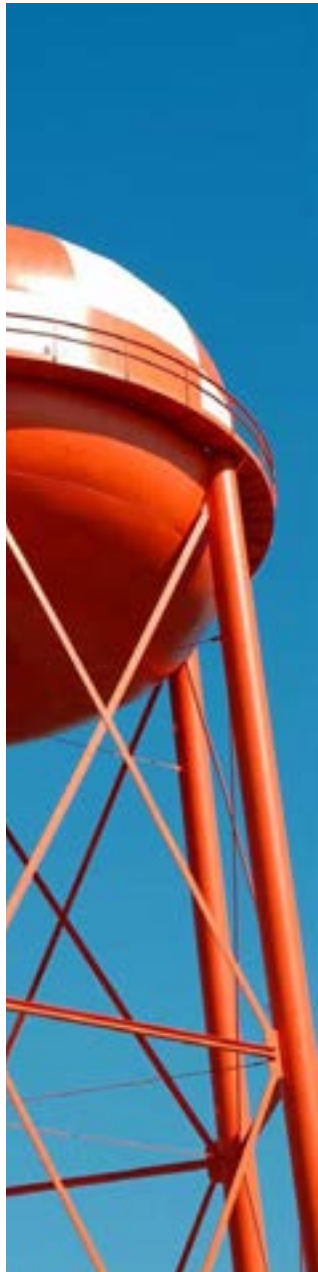
Illinois EPA also operates the State Revolving Fund low-interest loan program. More information on this program is provided in section GO of this guide.

Other State Regulators

As mentioned above, the US EPA is the ultimate regulator on safe drinking water for communities. And Illinois EPA is the state enforcement agency for these safe drinking water standards. However, there are a number of other governmental units that have roles related to safe drinking water. The following highlights these various agencies and their regulatory jurisdictions.

Illinois Department of Public Health (IDPH)

The IDPH creates and regulates standards for and provides oversight of non-community water systems. A community water system provides daily water to residents and businesses through a distribution system. A non-community system is a stand-alone business or institution that has its own well and provides drinking water to people at that location.



Schools, day care centers, factories and restaurants that have their own wells and supply water to people are examples of non-community water systems. IDPH also provides information to private well owners.

There are also requirements for entities that wish to drill their own drinking water wells. To ensure the safety of these water supplies, the IDPH and local health departments review well installation plans, issue permits for new construction and inspect wells. IDPH is also responsible for reviewing and approving plumbing code related standards that impact drinking water utilities.

Illinois Commerce Commission

As mentioned previously, a small percentage of communities are provided drinking water from a privately owned utility. These utilities have an additional layer of regulatory oversight, administered by the Illinois Commerce Commission (ICC), which oversees rate setting and utility organization, such as a merger of two or more utilities, both of which must go through due process and be approved by the ICC.

Illinois Department of Natural Resources

Illinois has a limit on how much water it can withdraw from Lake Michigan, a quantity which was set by a U.S. Supreme Court Decree. The State of Illinois' Lake Michigan Water Allocation is overseen by the Illinois Department of Natural Resources (IDNR). Illinois' Lake Michigan Diversion is made up of three components: domestic water supply, direct diversion and stormwater runoff. Domestic water supply is used to serve communities and industries within our region.

Any use of water from Lake Michigan within the State of Illinois is authorized by, and requires a permit from, the IDNR. All domestic water allocation permittees (drinking water utilities) are required to submit an annual water audit form. IDNR uses these forms to track individual users' compliance with the conditions of their allocation permits. Additionally, all utilities that produce drinking water from Lake Michigan must submit a monthly form which shows daily water usage numbers and the amount of water sold to other permitted drinking water utilities.

IDNR also regulates water withdrawals from other surface water such as the Fox and Kankakee River. These regulations enable IDNR to permit and limit water withdrawals based on required flow rates in order to protect these water sources from overuse and environment damage.

Illinois State Water Survey

Another state agency that plays a role related to drinking water systems is the Illinois State Water Survey (ISWS). ISWS is responsible for the Illinois Water Inventory Program. This program compiles and maintains records on annual water withdrawals and water use information, which helps the region and your community understand current water demand compared to available supply. Reporting to ISWS on water withdrawals and water use is mandatory for public water suppliers, industries that withdraw and use water as well as irrigation water users.

Questions for your staff: Regulation and operations

- ◊ Is our drinking water utility publically or privately owned?
- ◊ Do we have any private well owners in our municipal boundary?
If so, do we know who they are and how much they are pumping?
Do we provide any educational assistance to ensure they have safe drinking water?
- ◊ Do we have any current or recent drinking water violations or compliance issues we need to attend to?
- ◊ Is an annual Consumer Confidence Report (CCR) going out to our customers?
- ◊ Are we keeping up with the requirement to annually submit our water withdrawals and usage information to the Illinois State Water Survey?
- ◊ What is the process for quality control on the accuracy and recording of all our water reporting requirements?
- ◊ If your water comes from Lake Michigan: Are we submitting our LMO-2 Forms on time every year?

3

Murky Waters: The Challenges We Face

Understanding Drinking Water Issues in Our Region

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What are the issues we face?

While our region generally enjoys an ample amount of freshwater, we are not without **critical challenges**—issues that need to be addressed today. These challenges include **increasing pollution, old infrastructure, fragmented service** and, yes, some communities face **wells running dry**.

Do we have enough?

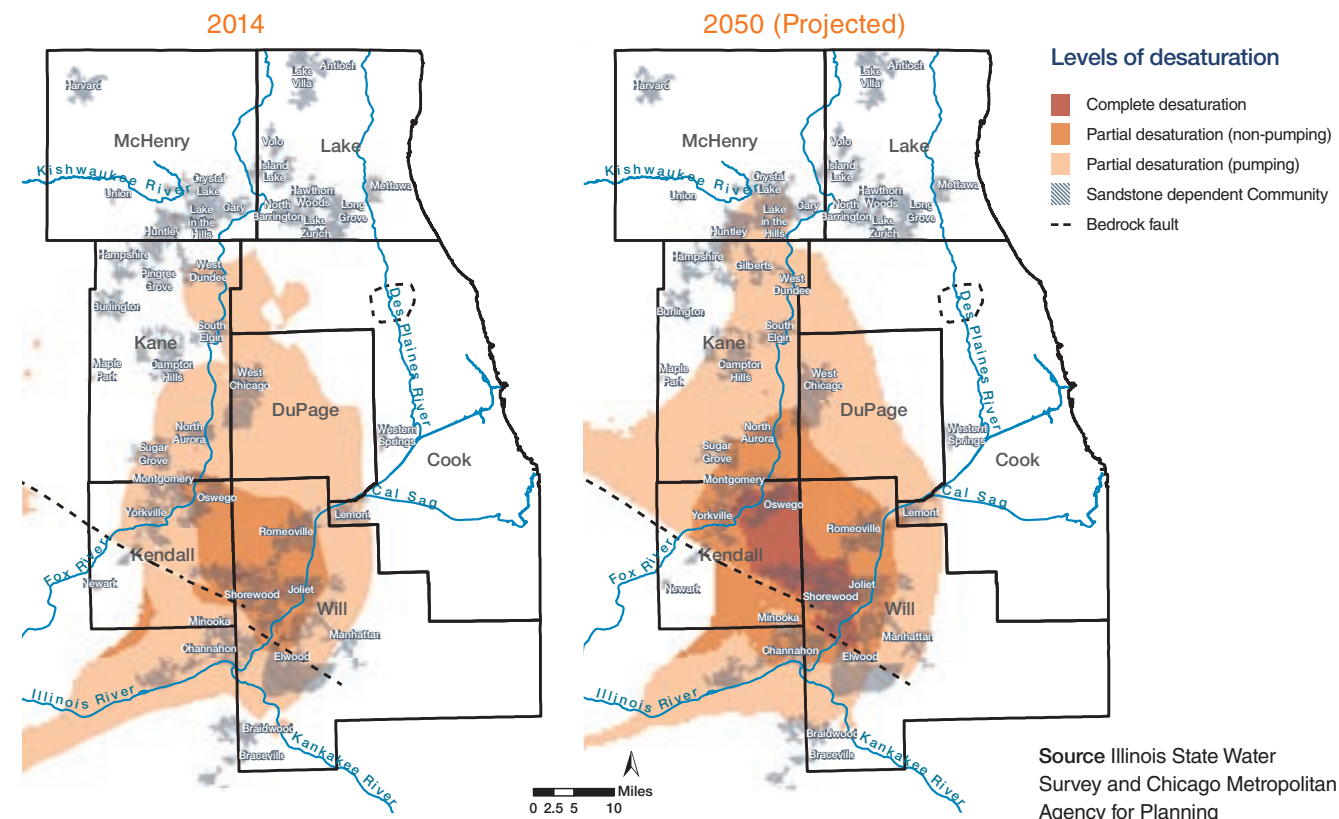
In 2015, the Illinois State Water Survey, which has been monitoring and modeling our water resources for more than a century, released a seminal report about the groundwater levels in wells. The report sounded an alarm about how much groundwater we really have:

- Our deep sandstone aquifers are being depleted unsustainably.
- High-capacity wells could be unusable in as little as 15 years.
- Many more wells could be dry by 2050.⁸

Why does this matter? About 20 percent of Northeastern Illinois' population—including people in the outer-ring suburbs of Chicago—rely on water sources other than Lake Michigan, and about 78 percent of that population relies solely on groundwater. To serve those communities, some 90 million gallons per day are being withdrawn from the deep sandstone aquifers—a withdrawal rate at least twice as high as what experts say is sustainable. Some areas are already experiencing significant depletion and some shallower, private wells are already going dry.

If current practices continue, some groundwater-dependent community and industrial wells could be unusable within 15 years, and even more will be at risk by 2050.

Progression of groundwater depletion over time with continued well pumping



Some might think the easy answer to this issue is for more communities to tap into Lake Michigan as a source for drinking water. However, Illinois' allotted diversion of Lake Michigan water is limited by a U.S. Supreme Court decree. So while we may think our region enjoys an unlimited amount of fresh water, that's simply not the case. Lake Michigan is not a solution for all communities.

A dwindling water supply has the potential to harm our regional economy, costing local jobs if businesses relocate due to water-shortage concerns. The good news is that this is preventable if groundwater users—including municipalities, self-supplied commercial and industrial facilities and irrigators—plan and work together. Best practices in water reporting and demand management must be widely adopted by all communities to protect current and future populations.

Is it clean?

Northeastern Illinois' water supply faces increasing pollution from a variety of sources, including:

- Chlorides from salting our roads and sidewalks, as well as water softeners.
- Fertilizers from lawns and agriculture.
- Organic matter (such as human waste) and inorganic matter (such as pharmaceuticals) from sanitary sewer overflows and leaking septic systems.
- Toxins from industrial processes.

Clean water should be top of mind for community officials like you because it's critical to our health and well-being. Increases in water pollution in our local water sources—lakes, rivers and underground aquifers—ultimately raise the cost of drinking water. The more pollution we have in our drinking water sources, the more we'll spend in additional filtration and treatment processes, the more we'll ultimately have to charge the consumer to cover these costs.

Increasingly, water pollution is a costly issue in Northeastern Illinois.

In March 2016, the Illinois State Water Survey released a report on the shallow groundwater quality in Kane County.⁹ The greatest concern identified is chloride: Two-thirds of water samples taken from eastern Kane County between 2003 and 2015 had chloride concentrations above safe levels. Road salt is one of the most likely sources of this contamination, and the unfortunate result can be increased water treatment costs.

A Note on Lead

Pipes and Fixtures

Another known toxin is lead. Lead poisoning is a serious health condition, and eliminating exposure to lead in drinking water is important. Lead can enter drinking water when service pipes or fixtures that contain lead corrode. These pipes can be owned by a utility or a private property owner and should be updated to reduce public health risks.



Road salt (chloride) is polluting our drinking water sources. Photo Credit Stolborsky



Algae blooms are the result of an excess of nutrients, such as fertilizers, that enter water sources through stormwater runoff. Photo Credit NOAA Great Lakes Environmental Research Laboratory

Another type of pollutant that is negatively impacting our water quality are nutrients. This group of pollutants includes phosphorus and nitrogen, two ingredients typically included in fertilizers. When nutrient levels in surface waters are excessive, one result is algae blooms. Nutrients get into the water from a variety of sources including fertilizing crops and lawns.

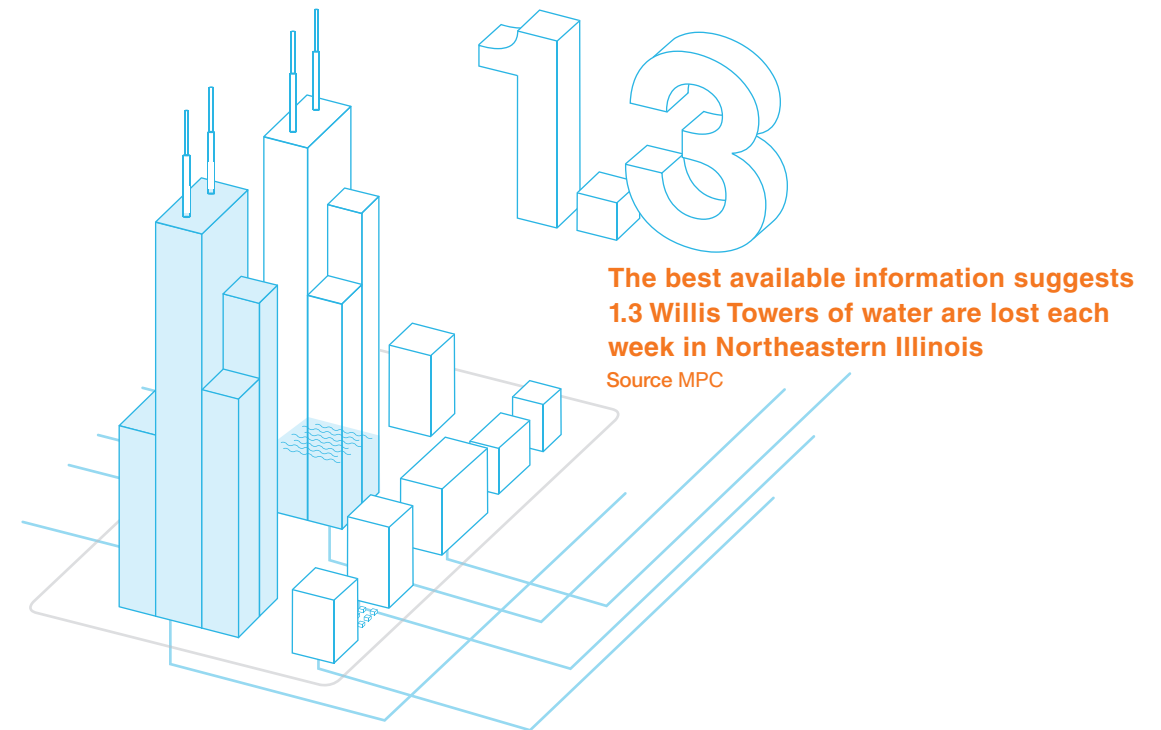
Past and current land uses can also pose contamination threats to drinking water supplies. For example, toxins leached from landfills and industrial complexes that discharge into local waterways can pollute our water sources as well. Implementing source water protection practices, such as reducing nutrients and practicing sensible salting, are necessary to ensure your community's water source remains clean.

Will the system endure?

Much of Northeastern Illinois' water infrastructure—treatment plants, pumps and pipes—built to collect, treat and deliver round-the-clock drinking water to our homes and businesses is coming to the end of its useful life. Plainly put, the infrastructure is old—anywhere from 50 to 100 years old—and in dire need of repair and replacement. It is fact, not hyperbole, to say that if we fail to act, we face catastrophes such as water main breaks, collapsing infrastructure and drinking water contamination. If we don't act, the question isn't whether disaster will strike, but when.



Leaking or broken water pipes and mains can cause significant damage in our communities if not properly maintained.
Photo Credit Thee Erin



What's more, our pipe network is buried out-of-sight, so it is also out-of-mind. Practically speaking, it's challenging to know the condition of buried pipes—but we know there are areas of grave concern: Estimates suggest that we lose 26 billion gallons each year due to deteriorating infrastructure—enough water to fill more than one Willis Tower every week.¹⁰ Without a clear understanding of our water infrastructure conditions, we'll continue to see utilities across Northeastern Illinois waste money on drinking water that never gets to consumers.

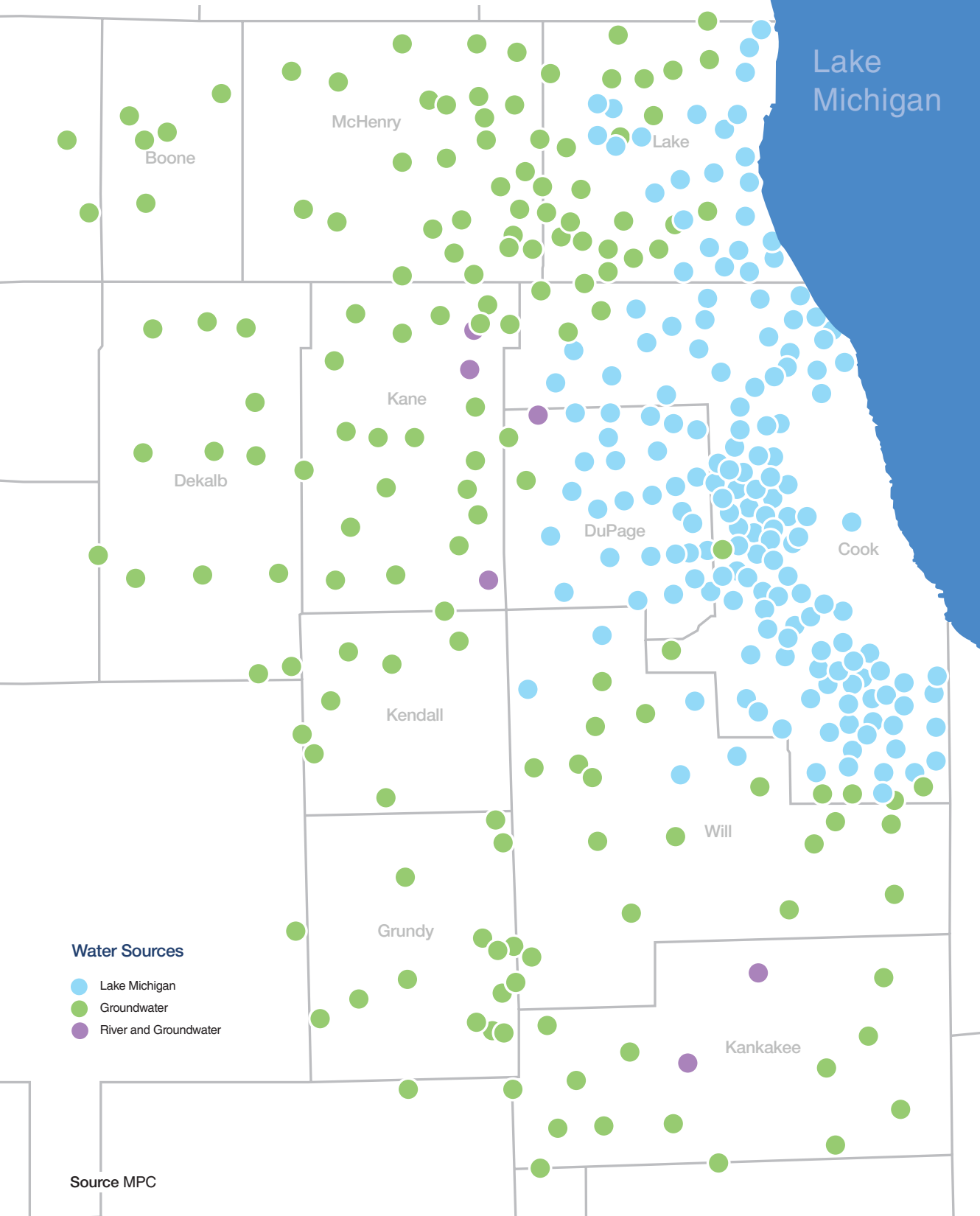
Addressing our aging water infrastructure in Illinois is estimated to cost around \$21.5 billion through 2030.¹¹ Our local water utilities need viable funding and financing streams in order to make this huge investment. At the same time, equitable water rate practices need to be employed to ensure everyone in our communities has access to clean drinking water. Now more than ever, industry standards in auditing and reporting the condition of our systems, establishing asset management programs and identifying investment needs are imperative.



The Water Energy Nexus

Ensuring our systems are in good condition also reduces energy consumption. Water and energy are interdependent—water is required to generate energy—and energy is required to generate and deliver drinking water. In fact, as much as 40 percent of operating costs for drinking water systems can be for energy.¹² A survey done by the Illinois Section of the American Water Works Association found that energy costs on average ranged between 8-15 percent of a drinking water utility's operating budget, with the maximum reported at 38 percent.¹³ Crumbling infrastructure not only wastes water, it wastes energy.

Our region shares water sources.
Collaboration across communities is important.



Overwatering our lawns depletes water supply. Photo Credit Cary Bass-Deschenes


Fragmented system, disconnected users

Northeastern Illinois has more than 400 community water supply systems in operation. Most of these utilities are owned and managed by a municipality, which means decisions about water utility operations, infrastructure investment, future planning and service rates are made at the local level by elected officials, like you, who may or may not have prior expertise in managing a water utility.

Inefficiencies in water service delivery add unnecessary costs to our community members. Given the increasing challenges of supply constraints, water pollution and infrastructure reinvestment needs, our region needs to explore economies of scale and service sharing between utilities.

Northeastern Illinois also lacks a well-adopted system for tracking water usage from each utility. As a result, we don't have a clear understanding of current demand for drinking water. While communities that use Lake Michigan water must report usage and infrastructure conditions, the rest of the region—particularly those communities who are facing water shortages—are not held to the same standard. Because of these factors, our region is extremely fragmented in our approach to managing a shared, vital resource. The action of one community can impact another, which is why we need more coordinated, regional water supply planning.

Another fundamental challenge is that we, as consumers, are very disconnected from the complex system that provides us with water to drink, bathe and survive. Our region's collective lack of awareness about our drinking water may stem from historically ample supplies, the buried nature of water infrastructure and the subsidized costs we have enjoyed for water service. We haven't needed to give a second thought to the infrastructure and operations it takes to deliver water to our homes and businesses. However, as outlined above, conditions related to our drinking water have changed and communities need to be engaged and coordinate across municipal boundaries in order to address the above water resource challenges.



Drastic weather change patterns greatly impact water resources. Too little or too much water puts stress on our drinking water systems.

Climate change stresses our water systems

The latest climate models predict that Illinois' temperatures will increase an average of 2.1-3.0 degrees Fahrenheit by 2035 and precipitation will increase between 1-5% with much of that rainfall happening in spring months.¹⁴ This will lead to drier, hotter summers and wetter, springs. This change will significantly impact our water supplies. If precipitation is more intense, increased flooding can overwhelm wastewater treatment facilities, sending large amounts of pollution—during a combined sewer overflow—into drinking water sources. On the other hand, having longer periods of drought will reduce the amount and availability of drinking water. So both weather patterns greatly impact the availability of clean and plentiful drinking water supplies.

Surface water impacts from drought

Decreased water levels and higher water temperatures produce algae blooms that reduce water quality and make it more expensive to treat drinking water. These conditions also affect local ecosystems including aquatic life, which impacts the health of a water source and the ability for recreation including fishing and swimming.

Groundwater impacts from drought

Given the current over-pumping of our groundwater, drought will further threaten supply. Likewise, during drought conditions, groundwater pumping can reduce the natural flow of water that would otherwise recharge lakes, streams and rivers.

Developing and continuously revising an adaptive and collaborative approach to water supply planning and management is imperative to dealing with the effects of a changing climate. Addressing and planning for these impacts is important to help mitigate future supply constraints and increasing costs for treatment.

Questions for your staff: Drinking water challenges

- If your community uses groundwater: Are we facing drinking water shortages?
- What current or emerging water pollution issues do we have in our drinking water source(s)?
- How are we keeping track of our drinking water infrastructure conditions to ensure our system remains safe and sustainable?
- Do we partner with our neighboring communities on drinking water issues? What opportunities do you suggest we look into for improved coordination between our municipalities?
- How are we adapting our drinking water system and infrastructure to remain viable with increasingly severe weather patterns?



GO

Taking Action: Your Guide to Important Practices

Understanding the Actions You Need to Take

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Ensure You Have Enough
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Maintain Your Infrastructure
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Finance Your System
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Plan and Coordinate With
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Water practices for every community

Making decisions about your community's drinking water system is part of your job.

You, along with other leaders, need to understand and oversee our drinking water systems from an overall operational and managerial perspective. This section outlines the specific practices you should take to ensure your community has safe and reliable drinking water.

Protect Your Source

Protecting and preventing your community's water source from pollution reduces risks to public health, utility treatment costs and service disruptions. So what can you do to reduce pollution?

GO Conduct source water assessments

Regardless of where your drinking water comes from, and whether it is produced or purchased, source water assessments provide communities with information needed to protect drinking water sources. A source water assessment is extremely valuable to determine risks and possible protective measures. Following are some typical steps, as outlined by the Environmental Protection Agency,¹⁵ in producing a source water assessment:

Step 1 Delineate the source water protection area. Create a boundary line based on where your water utility draws its drinking water supplies. For example, the delineated area may be a certain radius surrounding the location of your drinking water wells or intake pipes.

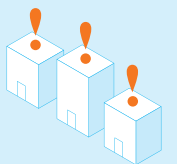
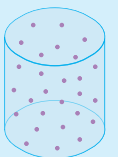
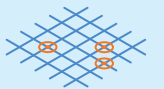
Step 2 Inventory sources of contamination. The contaminant source inventory identifies documented and potential contaminant sources or activities of concern.

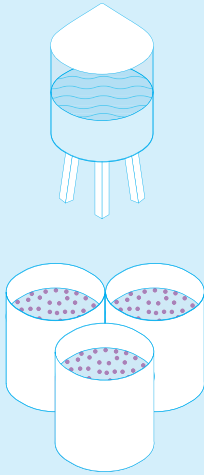
Step 3 Determine the susceptibility of your water supply to contaminants within the source water protection area. Assess the nature, severity and likelihood of risks. For example, tanks storing harmful materials within your source water protection area would likely be considered a susceptibility.

Step 4 Inform businesses and residents about the inventory and the susceptibility of your system. Notifying businesses and households they are in a source water protection area and identifying local support for voluntary source water protection is a great way to build trust and partnership with your community. You want an informed public to prevent contamination.

Step 5 Implement management or policy measures to prevent, reduce or eliminate risks to your drinking water supply. Management options might involve ordinance provisions prohibiting or restricting land uses that could release contaminants to critical source water areas—including sensitive groundwater recharge areas. Examples include, prohibiting gas stations in source water protection areas or restricting the application of pesticides.

1





Step 6 Develop contingency strategies that address water supply contamination or service interruption emergencies. This may involve an assessment of available water storage and/or an identification of alternative sources of water.

Step 7 Implement an industrial pretreatment program. Pollutants in industrial wastewater may compromise municipal treatment plant processes or contaminate drinking water. To protect municipal treatment plants and the environment, a pretreatment program—as part of the U.S. Clean Water Act's National Pollutant Discharge Elimination System (NPDES)—requires industrial dischargers to use treatment techniques and management practices to reduce or eliminate the discharge of harmful pollutants to sanitary sewers.

GO Support regulatory compliance + utility staff

You and your water system have a responsibility to the public to provide clean and safe drinking water to homes and businesses. Customers may take their water for granted... until they don't have it. If service is interrupted or if the water becomes unsafe, you can be assured you will hear about it from your constituents.

Water utility systems are subject to Federal and State regulations. These regulations require that water delivered to customers meets established safety standards and that water quality test results are reported to the State. Violations can result in fines of up to \$25,000 per day. Another regulatory requirement is Consumer Confidence Reports about local water quality and any violations or identified contamination. These annual reports must be distributed annually to homes and businesses in your utility service area. As an elected official, you must ensure that budgets include sufficient funding for operating and maintaining the system, as well as for regularly testing water quality and meeting regulatory requirements.



Water Utility Staff

Water utility staff are on the frontlines of ensuring we all have safe, clean drinking water at our tap 24/7. Just like police and fire service workers, water utility staff provide a service critical for the life and health of people every day. Supporting utility workers' participation in trainings that bring the best practices in water resource management to your community should be a priority. Is your utility a member of the American Water Works Association? Encourage cross-industry learning and expertise building—your community will directly benefit.

Water utility staff are trained managers, technicians and operators certified to operate water utility services. Ensuring your water utility has trained and qualified operators for the water system is paramount. Illinois maintains Operator Certification requirements for different classifications of water systems. For example, if you have a Class B system, it is required that you have a Class B certified operator. Operators must pass an exam, have the requisite operational experience and certifications must be renewed every three years, which requires continuing education training. You will want to ensure you have certified operators for your water utility system, as well as back-up operators.

Like many industries today, the water industry is seeing a significant number of water utility operators retire. It is recommended that water utilities consider an operator-in-training program, such as an apprentice operator, to ensure a smooth transition of leadership as staff retire.

GO Practice sensible salting

Removal of snow and ice from pavement is essential for public safety. During winter storms, the use of deicing chemicals is a widely accepted and generally essential means of keeping pavements safe and passable. Sodium chloride—common salt—is by far the most popular roadway deicing chemical. However, salt is corrosive to vehicles, roadway surfaces, parking lots, driveways and bridges and has been found to have adverse effects on the environment including flora, fauna and water quality. Salt pollutes—when snow and ice melt, the salt goes with it—washing into our lakes, rivers, streams, wetlands and groundwater. It takes only one teaspoon of road salt to permanently pollute 5 gallons of water. If too high a concentration of chloride gets into a water source, that source can harm fish and plant life, and become unusable as drinking water.

So what can you do to reduce the negative impacts of chlorides in our water? Practice sensible salting. The following actions reduce the negative effects of salt in our water sources:^{16–19}

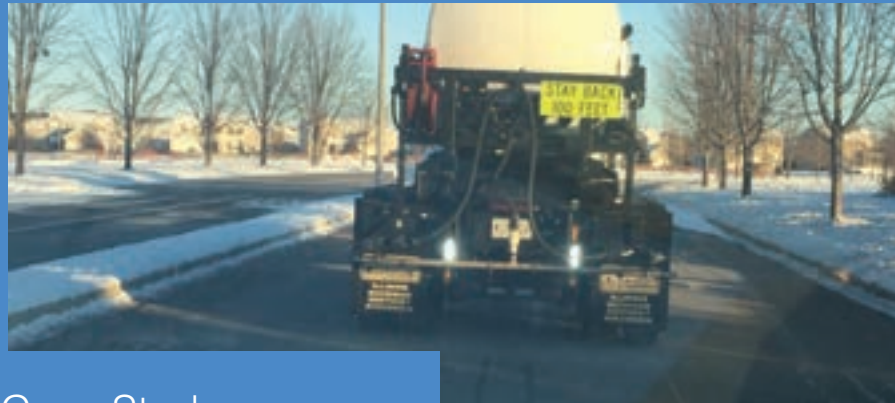
- Plow, shovel and blow the snow. Use mechanical means to remove snow, not salt or other deicing chemicals to “burn-off” snow and ice.
- Calibrate your equipment. Knowing that your equipment is calibrated and the application rate is accurate will save chemical costs and reduce environmental impacts. Make these calibrations annually, and keep a record in the vehicle for appropriate spreader settings.



Photo Credit SDOT Photos

Increasing Chlorine Levels In Water

In Northeastern Illinois, 2016 monitoring by the Illinois State Water Survey has shown chloride levels in surface water and groundwater are increasing, and that use of salt for pavement deicing is the primary source of these increases. Staying ahead of this issue is important to maintaining healthy water sources for drinking water.



Case Study Benefits of Sensible Salting

The Villages of Montgomery and Oswego in Chicago's southwest suburbs have partnered together to implement a sensible salting program. In 2014, the Village of Oswego began investing in a sophisticated brine-making system capable of mixing different anti-icing agents that could be applied to the roadways both before and during a snow storm to reduce the department's dependency on calcium chloride (rock salt). In 2015, the Village of Montgomery built its own homemade brine maker and truck-mounted sprayer skid for applying product to roadways. The application's success propelled Montgomery's village board to invest in a new truck capable of applying product at a more efficient rate.

The two communities then began working together to maximize the strongest parts of both programs—Oswego's brine making system and Montgomery's application ability. During 2016-2017, Oswego produced product for both communities, which

Montgomery picked up with its new truck, and applied to major roads in both communities. The communities have discovered that applying the liquids to the rock salt prior to salting the roads activates the rock salt for quicker results, and that pre-treatment of roadways can be accomplished up to 48 hours in advance of a storm, which has reduced overtime costs for staff.

These efforts combined with other changes in Montgomery's policies—such as only salting the center of the road on streets with lower traffic volumes and speeds and only salting cul-de-sacs after the storm is over—have earned the village savings of 30-50% of its historical annual salt consumption. This alone can save the village's road budget \$75,000-\$150,000 annually, depending on the current cost-per-ton for salt. Additionally, this new shared services program has reduced staff needs from 5-6 down to 2-3, which allows village leaders to reassign employees to other priority areas. The staff deploy the new tools in their arsenal, and many of them enjoy more rest and time with loved ones as well as fewer laps around the block.

Photo Credit Todd Hoppenstedt, Village of Montgomery

- ◊ Choose the right material and apply the correct amount. Know the limits of deicing chemicals. For example, rock salt is not effective at temperatures below 15°F no matter how much is applied. Align application rates with current weather conditions.
- ◊ Use ground speed controls on your spreader. Application rates should correspond with the vehicle's speed.
- ◊ Pre-wet the salt. Adding brine to salt before it is applied will jump start the melting process and help keep the salt in place by reducing bounce and scatter. Pre-wetting salt can reduce application rates by 20 percent.
- ◊ Use anti-icing. Be proactive by applying deicing chemicals prior to snow and ice accumulation. This practice can reduce the amount of chemical needed by 30 percent.
- ◊ Don't mix salt and sand. Salt is for melting and sand is for traction on top of the ice, they work against each other.
- ◊ Consider possible alternatives to salt. For example, beet juice is a deicer.
- ◊ Be familiar with sensitive areas, such as your source water protection areas. Consider designating reduced-salt areas or identifying safe alternatives to road salt in these areas.
- ◊ Have your Department of Public Works staff attend training workshops and stay up to date with new technologies and practices.

GO Encourage sensible fertilizing + landscaping

Another pollutant that affects water sources is nutrients—often phosphorus and nitrogen—two ingredients typically included in fertilizers. When nutrient levels in surface waters are excessive, one result is algae blooms. Nutrients enter the water from a variety of sources including fertilizing agriculture and turf grass. As a community leader, you are in a position to ensure that staff incorporate best practices in fertilizing at parks and other public spaces. Your community can also encourage or require homeowners and businesses to practice sensible fertilizing through educational efforts, or by ordinance. Some cities and even states have banned the use of fertilizers which contain phosphorus: Winnetka, Illinois now has a working ban on phosphorus-containing fertilizer, which its village council approved through a reworked ordinance in 2017.



What actions can your community take to reduce the threat of algae blooms in drinking water? Reduce the amount of nutrients applied for lawn care. This can include enacting an ordinance to limit the use of phosphorus-containing fertilizers like Winnetka, Illinois did. Communities can also provide educational outreach and training programs such as those offered through the Illinois-Indiana Sea Grant, which promote switching to landscape practices that reduce pollution. Called Lawn to Lake, this collaborative program promotes healthy lawn and landscape practices such as building healthy soil, being water smart and taking an integrated approach to pest management. Host workshops and provide educational materials about these best practices in your community to reduce the negative impacts of nutrients in local water sources.

GO Improve hazardous waste + pharmaceutical disposal

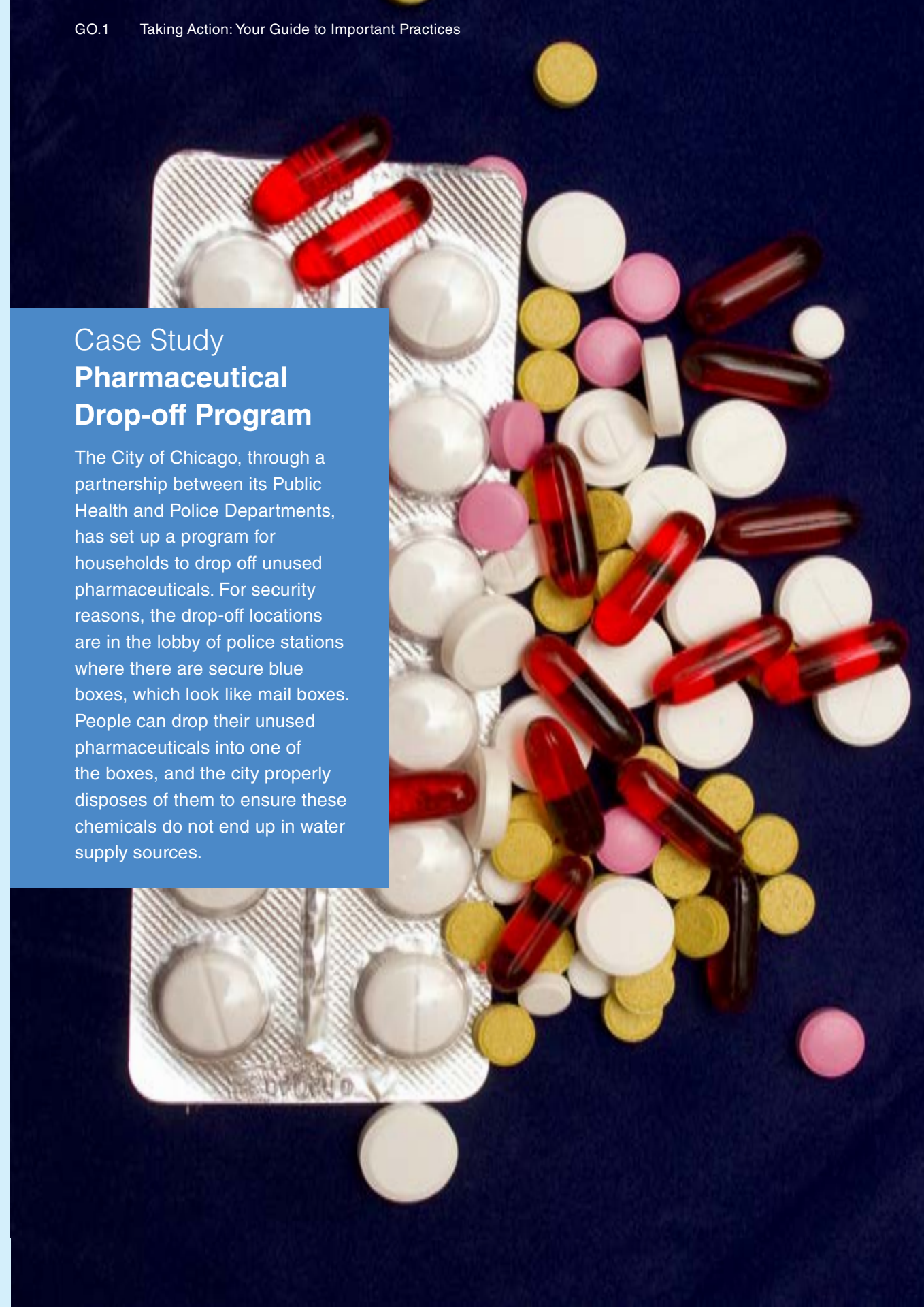
Hazardous wastes such as paint, motor oil, gasoline, antifreeze, cleaning products, lawn care chemicals, solvents, mercury, batteries, medicines and pharmaceuticals are harmful to local water sources. Medicine should not be flushed down the toilet, as most municipal treatment systems are not designed to remove pharmaceuticals, so these waste products pass through a treatment plant and are released to a nearby lake or river—most likely a drinking water source. Monitoring of rivers and lakes near metropolitan areas has revealed trace amounts of pharmaceuticals in the water and in fish. Like pharmaceuticals, it is problematic for other hazardous wastes to be put into toilets or sewers, and they should not be poured out onto the ground. Proper disposal of these products is important to ensuring safe drinking water for our communities.

Fortunately, many state and local law enforcement agencies, communities and organizations have established different options for hazardous waste collection. In Illinois, the Environmental Protection Agency (IEPA) coordinates one-day household hazardous waste collections each year in the spring and fall. The IEPA encourages communities or organizations to co-sponsor household hazardous collection events, which you can do by filling out an application and contacting its Waste Reduction Unit. There are also take-back events, mail-back and other collection programs that communities can organize to collect old, expired or unwanted prescription and over-the-counter pharmaceuticals from households.

Algae Blooms Can Disrupt Water Service
Toledo, Ohio gets its water supply from Lake Erie. In 2014 the city's water service was disrupted after chemical tests confirmed the presence of unsafe levels of the algae toxin Microcystin in the drinking water plant's finished water. The ban on drinking and cooking using tap water for more than 400,000 residents (as well as 30,000 residents of southeast Michigan) lasted two days and caused emergency measures at the state level.

Case Study Pharmaceutical Drop-off Program

The City of Chicago, through a partnership between its Public Health and Police Departments, has set up a program for households to drop off unused pharmaceuticals. For security reasons, the drop-off locations are in the lobby of police stations where there are secure blue boxes, which look like mail boxes. People can drop their unused pharmaceuticals into one of the boxes, and the city properly disposes of them to ensure these chemicals do not end up in water supply sources.



Questions for your staff: Protecting your water

- What are our community's risks for source water contamination?
- Have we developed a source water assessment and plan?
- Do we have any current or recent drinking water violations we need to attend to?
- If on deep aquifer water: What treatment practices do we use to eliminate any naturally occurring barium or radium? How are we communicating these practices to our customers to build public trust?
- What is the classification of our drinking water treatment facility?
- Are our operators appropriately certified?
- Are we involved in the American Water Works Association?
- What is our policy and practice regarding sensible salting?
- How are we making sure to not over-salt in order to protect our water supplies?
- Do we have any programs, policies or educational materials available for our community members on best practices in lawn care to reduce nutrients in water sources?
- Do we have a pharmaceutical drop-off program?
- Have we ever sponsored a household hazardous waste collection event in partnership with the IEPA?

2

Ensure You Have Enough

It is important to ensure your community not only has enough drinking water, but that it is also conserving precious resources like water, energy and municipal funds. So what can you do to be a steward in your community? There are a number of practices communities can implement to balance supply with demand and avoid water waste.

GO Track water usage

Measuring community water use and collecting data on a regular basis is critical to making informed decisions about managing your utility, infrastructure and general drinking water service. The State of Illinois requires water suppliers to report annual water withdrawals and water use information. The Illinois State Water Survey (ISWS) is the agency responsible for managing the Illinois Water Inventory Program. The purpose of this program is to compile and maintain records on these withdrawals and usage data in order to glean an accurate understanding of water demand. Reporting to ISWS on water withdrawals and water use is mandatory for public water suppliers, industries that withdraw and use water as well as irrigation water users. This data is useful for you and for your water supply system operations to gauge per-capita water consumption and determine how much water is needed to supply your community. This is the first step in ensuring your utility can meet the needs of its customers.



Lake Michigan Water Users

The amount of water Illinois can withdraw from Lake Michigan every year is limited by a U.S. Supreme Court decree. Any use of water from Lake Michigan within the State of Illinois is authorized by, and requires a permit from, the Illinois Department of Natural Resources (IDNR). Drinking water utilities are required to submit an annual water audit form called LMO-2 to IDNR and must also submit a monthly form which shows daily water usage numbers and the amount of water sold to other permitted drinking water utilities. These practices are important for every water utility that uses Lake Michigan as its drinking water source to ensure Illinois is complying with federal regulations.

GO Conduct annual water loss audits

Wasting water wastes money, which is why controlling water loss in your drinking water distribution system is important. Water loss reduces your utility's revenues, distorts data on customer usage, inflates production costs and stresses resources.



Case Study

Reducing Leaks Saves Money

The City of Evanston invested in leak-detection equipment to proactively address water loss in its distribution system. Between 2013-2015 the City surveyed 314 miles of pipe and located five main breaks and eight service leaks. The savings from eliminating these leaks was estimated at 143 million gallons of water per year. All of these leaks were found to be discharging directly into sewer laterals or mains, or into the ground.

Without a leak-detection program, these leaks may never have been found. Additional benefits of reducing non-revenue water for the City of Evanston include cost savings from more accurate leak locating, avoidance of emergency repairs, the ability of city staff to survey all 160 miles of water mains annually without any increase to operating costs and a proactive approach to coming into compliance with the Illinois Department of Natural Resources (IDNR) rules on allowable water loss for communities that use Lake Michigan water.

Annual water loss audits are an invaluable practice in controlling water waste and reducing lost revenue. In basic terms: Knowing the amount of water produced and sent out into your distribution system, minus the amount of water used by your customers (known through metering), equals the amount of water not billed for. This water was somehow used or leaked within the distribution system—non-revenue water. The American Water Works Association (AWWA) has established a standard method as well as free software for utilities to use in conducting robust, annual water loss audits.

Conducting annual water loss audits, validating the findings, implementing plans to ensure accurate meter readings and locating and repairing leaks are important to maintaining a viable, responsible and healthy water system. To keep track of infrastructure conditions and ensure your community is not paying for wasted water due to a leaky system, make sure your utility is using the latest practices and free resources to conduct annual water loss audits and reduce your system's non-revenue water waste today.

GO Analyze supply + demand

Knowing how much water your community uses, and understanding where improvements in your system should be made to reduce water waste, are both important steps. It is also necessary to analyze and understand how much water is available for future demand.



Understanding demands of water will help ensure thoughtful planning for future availability.



Case Study Monitoring Groundwater Levels

The Barrington Area Council of Governments (BACOG) operates a groundwater monitoring program that measures, maps and analyzes water levels and conditions in the region's shallow aquifer system on a long-term basis. With regular data collection and analysis every five years, the program identifies trends in groundwater levels and describes where and how much water levels are changing.

To achieve ongoing monitoring, BACOG collaborates with the Illinois State Geological Survey (ISGS), U.S. Geological Survey (USGS), the Flint Creek Watershed Partnership and 13 municipalities to obtain data from their respective wells and gauges on an ongoing

basis. The BACOG office also relies on both the Illinois State Water Survey (ISWS) and ISGS for guidance and technical support.

While dire conditions are not predicted, water levels in the BACOG area are expected to decline over the next few decades. This monitoring program will determine changes and produce data and reports to inform local government officials, providing the rationale and facts to enable action. The monitoring program and other groundwater efforts at BACOG are also expected to generate community awareness and support for groundwater protection. This proactive initiative for a small region of highly cooperative governments recognizes the critical value of data for addressing any future water supply challenges.

Photo Credit BACOG

While communities in Northeastern Illinois that have permits to use Lake Michigan water already have a set amount of supply, it is still important to analyze future demand to ensure your water allotment is sufficient for future population projections. If your community's water source is not Lake Michigan, understanding how much groundwater or river water is available for your usage (and for the use of communities that share the same source) is imperative to ensuring ample supply now and into the future. As a leader, making sure your utility is conducting regular analysis on the supply and demand for drinking water in your community is important. Bringing new or alternative water sources online takes many years to design, permit and build. Don't wait until it is too late to safeguard the community you serve.

GO Designate groundwater recharge areas

The primary reason for groundwater aquifer depletion is unsustainable withdrawal by communities, private well users and agriculture.

Depending on the type of aquifer your community uses for drinking water, you may be able to identify and designate groundwater recharge areas. These are land areas where rainfall is able to seep into the ground and help refill the aquifer. The Illinois State Water Survey or the U.S. Geological Survey are two agencies that can help communities identify groundwater recharge areas. If a particularly useful recharge area is identified, your municipality should take steps via a policy or ordinance to protect that area—for example, by not paving over it or approving uses that pollute the land—in order for clean rainwater to infiltrate those aquifers for future drinking water use.

GO Reduce Drinking Water Demand

The least expensive guarantee of future drinking water is conservation and efficiency today. Managing demand helps ensure enough drinking water for your community. Following are strategies that help preserve precious water supplies for the future.

Capture and reuse water Rainwater is a great source of water for outdoor irrigation and other purposes. Rainwater catchment systems, which can include cisterns and rain barrels, can be designed and installed on both small- and large-scales. On average, outdoor water use accounts for more than 30 percent of total household water use²⁰—that is a lot of drinking water! By promoting the capture and use of rainwater for outdoor irrigation, your community can reduce unnecessary demand on drinking water supplies. Reusing rainwater has the added benefit of reducing the amount of water entering your sewer system, which can help prevent sewer overflows and urban flooding in your region.

Groundwater Communities Need to Be on Alert
The Illinois State Water Survey has been monitoring and modeling Illinois' water resources for more than a century. Its current projections for certain groundwater supplies in Northeastern Illinois is quite worrisome, stating that some high-capacity wells could be unusable in as little as 15 years.

Include information about cisterns and rain barrels in your community outreach and education programs, and collaborate with local organizations—such as the Metropolitan Water Reclamation District of Greater Chicago or the Conservation Foundation—to help homeowners purchase and use rain barrels. Consider how the municipality can reduce demand on drinking water for irrigation, perhaps by installing cisterns at public buildings and locations. Or you might install underground cisterns at schools or parks to provide flood relief and water for irrigating turf and other plants in the summer.

Adopt WaterSense and other ways to conserve water Implementing water-conservation programs not only preserves water, but helps your community members save money.

The Environmental Protection Agency's WaterSense program provides tools and products for municipalities, businesses and consumers so they can be smarter about water use and saving money. One component of the EPA's WaterSense program is the certification of WaterSense-labeled products, such as showerheads, toilets and bathroom faucets. These products use at least 20 percent less water than conventionals. By implementing WaterSense products in all municipal buildings, you can save water and money, and set an example to residents in your community.

The Alliance for Water Efficiency (AWE) is a national stakeholder-based nonprofit organization dedicated to the efficient and sustainable use of water. Headquartered in Chicago, AWE advocates for water-efficient products and programs, and provides information and assistance on water conservation efforts. AWE offers resources including a Water Conservation Tracking Tool. This tool uses your community's usage data and system costs to evaluate the potential water savings, expenses and benefits of various conservation programs for your water system.

In addition to the steps outlined above, there are useful guides and handbooks that outline the basics and best practices for tracking water usage, conducting water-loss audits, analyzing available supply and utilizing demand management to help ensure your community has sustainable water service. References and links to these helpful resources can be found in the resource section of this guide at metroplanning.org/DrinkingWater123.

Case Study Protecting Drinking Water While Reducing Urban Flooding

The Village of Northbrook, Illinois recently constructed a new storm sewer and stormwater chamber underneath the northern half of the Village's Wescott Park, a project undertaken in cooperation with the Metropolitan Water Reclamation District of Greater Chicago (MWRD), Northbrook Park District and Northbrook/Glenview School District 30. This 7.5-million-gallon chamber includes a rainwater harvesting system, which enables the Village and the Park District to reuse water captured during rainstorms, thus reducing the amount of drinking water used for irrigation purposes—a win-win.

Questions for your staff: Ensuring quantity and reducing waste

- ◇ How are we keeping track of water usage? How are we recording that data on a regular basis for our community in order to ensure ample supply?
- ◇ Are we keeping up with the requirement to annually submit our water withdrawals and usage information to the Illinois State Water Survey?
- ◇ If your water comes from Lake Michigan: Are we submitting our LMO-2 Forms on time every year?
- ◇ Do we conduct annual water loss audits? Are we using the approved methodology and free software from the American Water Works Association (AWWA) to conduct those audits? What steps are we taking after an audit to validate the findings?
- ◇ How are results from the audit being considered within our water utility budget in order to fix and repair leaks, or invest in updated metering technology?
- ◇ Are we coordinating with our neighboring water supply utilities that use the same water sources we do? How?
- ◇ What kinds of demand-management programs is our community engaged in? Do we have a program that supports rainwater reuse in our community?
- ◇ Where can we implement rainwater reuse on our municipal properties to reduce demand for drinking water for outdoor irrigation purposes?
- ◇ Are we a member of the EPA WaterSense Program?
- ◇ Are we a member of the Alliance for Water Efficiency (AWE)? How can we utilize the tools provided by AWE to reduce drinking water demand?

Maintain Your Infrastructure

Maintaining your drinking water system ensures public health and quality of life for your community members. So what can you do to protect your community? There are a number of practices utilities can implement to responsibly plan and maintain our drinking water systems.

GO Practice asset management

Your water utility is responsible for making sure its infrastructure system stays in good working order to ensure public health and cost efficiency. Asset management is a planning process water utilities use to ensure that infrastructure assets (plants, pumps, pipes, etc.) are being repaired, replaced or upgraded with adequate funding at the right time. Following are some of the benefits asset management provides a utility.²¹

- ◇ Extended life of infrastructure
- ◇ Rate setting based on sound operational and financial planning
- ◇ Appropriate budgeting for sustained performance
- ◇ Satisfied customers and regulatory compliance
- ◇ Improved emergency response, security and safety of assets
- ◇ Reduced overall costs for both operations and capital expenditure

Making sure your utility is implementing best practices for operating an asset management program is key to ensuring your drinking water system remains in good working order. Following are fundamental steps for operating an asset management program:

Step 1 Prepare an asset inventory and system map

Step 2 Develop a condition assessment and rating system

Step 3 Assess the remaining useful life of existing infrastructure

GO Be smart about planning for capital improvement projects

Part of a robust asset management program is regular capital improvement planning; these two practices should be interlinked. A Capital Improvement Plan (CIP) provides a mechanism for decision making, a link to long-range plans, a financial management tool and a reporting document.

3



Photo Credit Doran



Case Study

Managing Assets Responsibly

Incorporated in 1921, the Village of Westmont, Illinois’ original water mains were constructed of sand cast iron. By the 1970s Westmont, located in DuPage County, Illinois was seeing a large increase in water main breaks, averaging 150 per year by 1990. In 1991, knowing it was going to switch to Lake Michigan for water supply, the Village decided to start an aggressive water main replacement program. This was a good idea: Within the first five minutes of receiving its new water source, the Village had eight water main breaks throughout town, 40 within the first week and 120 after the first month. By the end of the year Westmont had 246 water main breaks—which further confirmed its new water main replacement program was necessary.

From 1991 to 2016, the Village replaced over 18 miles of water main, 300 fire hydrants and 250 valves. This \$15 million program was funded through the Water Enterprise Fund, federal grant money during the American Recovery and Reinvestment Act (ARRA) in 2009 and a low-interest loan from the State Revolving Fund (SRF). Westmont has seen a drop in annual water main breaks from a high of 246 in 1992 to just 18 in 2016. The savings to the community since starting the program is just over \$11 million, based on avoided overtime, materials, equipment and lost revenue. When this program is completed in 2021, Westmont will have no sand cast iron water mains in its system, and no fire hydrants or valves older than 1975. Through this long-term water main replacement program, Westmont learned that an expensive investment will pay for itself over time and reduce unnecessary drinking water waste in the process.

Photo Credit Mike Ramsey, Village of Westmont

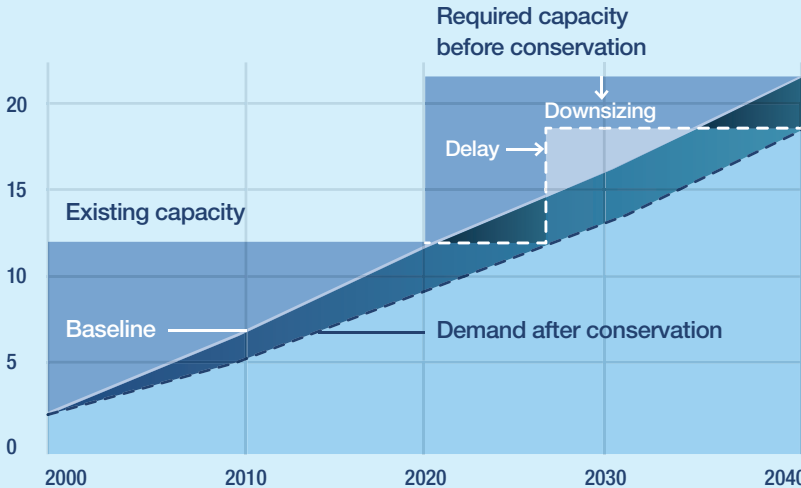
A CIP is not a static document. It should be reviewed every year to reflect the changing priorities, unexpected events and opportunities your community identifies for its drinking water system. There are multiple benefits to maintaining an up-to-date CIP including:²²

- Focuses attention on community goals, needs and financial capabilities
- Helps build public consensus for, and awareness of, projects
- Allows for improved intergovernmental/departmental cooperation and communication
- Helps ensure efficient use of resources
- Promotes financial stability through infrastructure maintenance, long-term planning of resources and needs, and detailed impacts of capital funding on operating budgets and debt servicing

Important Note: Nearly everything about drinking water production and infrastructure sizing is based upon “Peak Day Demand,” which is the capacity required for producing and distributing water during the highest collective demand—often during the hottest, driest days of the year. When considering what capital improvement projects are necessary for your community, it is also important to evaluate how managing demand can delay or even avoid the expensive buildout of new infrastructure for supplying drinking water to your community.

Managing Demand = Saving Money

Peak demand/capacity in million gallons per day



Source American Water Works Association, 2006. AWWA Manual M52, First Edition, page 75 and Chicago Metropolitan Agency for Planning

Capital Improvement Plans
A capital improvement plan (CIP) is a multi-year plan identifying capital projects to be funded during that time. These plans identify each proposed project, its start year, expected expenditures and the means of funding those expenditures.



Case Study Managing Demand to Avoid Expensive Capital Projects

In order to save on long-term infrastructure costs for drinking water, the City of Aurora, Illinois approved a water conservation ordinance in 2006. This has resulted in a water demand reduction of 20 gallons per person, per day, and has allowed the City to maintain a much lower than anticipated “Peak Day Demand,” even as its population has continued to grow.

This reduced demand has reaped huge overall savings for the municipality’s taxpayers by

eliminating expensive capital improvement needs. These previously planned infrastructure projects included drilling new deep sandstone wells, the building of required well houses and the construction of collector pipelines to the treatment plant. These capital improvement projects—deferred as a direct result of the City’s water conservation ordinance—saved Aurora taxpayers an estimated \$7,500,000 over the past 10 years. As Aurora has demonstrated, saving finite water resources for our grandchildren and saving precious dollars for current taxpayers can both be accomplished through a strong water conservation ordinance.

GO Support replacement of old, crumbling infrastructure

Much of our drinking water pipes in the United States were laid in the early to mid-20th Century with a lifespan of 75-100 years. Some of our older urban areas have water infrastructure that’s been in the ground for a century or longer. While much of this infrastructure is beneath the ground—out of sight, out of mind—we can’t ignore it, not when public health is at stake. Water infrastructure does not exist by itself. It involves people: the people who build it, operate it, maintain it, finance it and ultimately use it. The extensive nature of this infrastructure is important, and supporting the reinvestment in this critical utility service is paramount to ensuring your community is safe, and our infrastructure systems are sound.

A Note on Lead Pipes and Fixtures: As community officials, public health and safety is a number one priority. Lead is a known toxin and lead poisoning is a serious health condition. Communities have taken action to eliminate lead paint in homes and businesses—the same should be done for lead pipes and fixtures.

Water itself does not naturally contain lead. Lead can enter drinking water when old service pipes or fixtures (either owned by the utility or the private property owner) corrode²³—particularly where the water has high acidity or low mineral content. Conducting an assessment of old lead pipes and fixtures within your community’s water system is a first step—and is required by Illinois state law. Likewise, all municipalities should support private property owners in understanding whether they have lead pipes or fixtures and how to test for lead in water. The American Water Works Association (AWWA) has a guide for communicating about lead service lines with your community. Taking a proactive approach in assisting your community’s residents, schools and businesses in testing and taking a proactive approach to replacing lead pipes and fixtures is of utmost importance today.

In addition to the steps above, there are a number of useful guides and handbooks available that outline the basics and best practices for implementing asset management programs, creating capital improvement plans and reinvesting in our drinking water infrastructure to ensure community health and well-being. References and links to these helpful resources can be found in the resource section of this guide at metroplanning.org/DrinkingWater123.

Did you know North America has more than **1 million miles of pipes** beneath our streets designed to bring drinking water to our homes and businesses. What does 1 million miles even look like? Well, the circumference of Earth at the equator is about 24,902 miles, so one million miles of pipe would wrap around our planet 40 times. Chicago alone has over 4,400 miles of water mains. That’s a lot of pipe to maintain!





Case Study

Investing in Your Infrastructure Saves Money

The Village of Lansing is located in southeast Cook County, Illinois. The Village purchases its Lake Michigan drinking water from the City of Hammond, Indiana, and has almost 9,400 billed customers—the majority of which are residential, with approximately 650 commercial customers as well. Annual auditing demonstrated increasing water loss in its distribution system, which was due to water meters that were anywhere between 20-23 years old—long past their typical life span. The meters were no longer accurately measuring water usage, which was resulting in non-revenue water for Lansing.

In 2014, the Village identified the need for a community wide water meter replacement initiative to reduce its non-revenue water

issue. The upfront capital for this infrastructure improvement project is funded through a State Revolving Fund (SRF) loan, and is estimated to cost about 4.9 million dollars, which includes engineering and construction. Lansing is also installing a fixed network radio frequency automatic meter reading system that will allow them to more efficiently collect meter readings and automatically print water bills—both of which will lead to cost savings. The return on investment is calculated to be less than nine years, with annual savings from more accurate meter readings and reduced operational costs covering the current debt. Construction began in 2017, with the new meter system scheduled to be fully operational in 2018. By investing in necessary capital improvement projects, the Village of Lansing is demonstrating that being a good steward of water can go hand-in-hand with saving money on your utility operations.

Questions for your staff:

Maintaining your infrastructure

- ◊ What is our asset management program, and what kind of tools do we use?
- ◊ How often are our system conditions and future needs updated?
- ◊ How are we practicing operational and cost efficiency in our drinking water system?
- ◊ What can we implement or do better to ensure our systems assets remain in good working order?
- ◊ Do we have a capital improvement plan (CIP) for our drinking water system?
- ◊ How often is this CIP updated?
- ◊ How are projects outlined in the CIP incorporated into annual budgets and financing plans?
- ◊ As required by Illinois state law, have we completed a system-wide assessment of the lead pipes or fixtures within our system?
- ◊ What are we doing to replace any identified lead service lines or fixtures owned by our municipality?
- ◊ How are we assisting our community members in testing for and replacing lead pipes and fixtures on private property?

4

Finance Your System

Local governments are the primary investors in water infrastructure. Operating water utilities as financially independent enterprises ensures this extensive and critical system has the appropriate resources available to repair and replace infrastructure in a timely and cost-effective manner. The following section outlines best practices in setting fair and viable water rates, and options for utilities to finance capital improvement projects to ensure your community's drinking water system remains safe and sustainable.

GO Set appropriate water rates based on cost of service

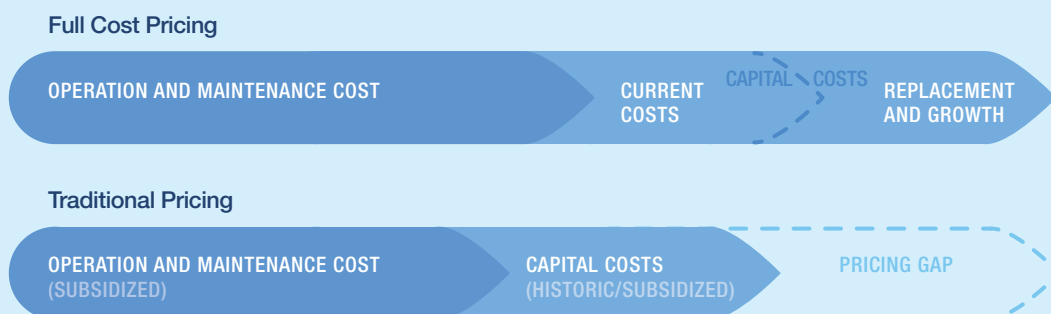
Unlike water pulled right from a lake or river, treated drinking water provided on demand is a utility service—just like energy and telecommunication. Utilities add value to drinking water through treatment, storage and daily distribution directly to customers in their homes, schools and businesses. Treating and delivering water requires both capital and operating expenditures. As such, pricing this service to ensure the long-term viability of the system and sustainability of the water resource is critically important.

Revenues generated by water rates are, and will continue to be, the primary source of funding for drinking water utilities. Water rates must recover the full cost of operations as well as maintenance and capital costs. Rates should also consider resource depletion (scarcity) and environmental costs. Setting water rates at an appropriate price, and creating an enterprise fund so that water utility revenues are used only for utility operation and maintenance, helps ensure sustainable water service and availability for your community now and into the future.

The Illinois-Indiana Sea Grant Program in partnership with the Chicago Metropolitan Agency for Planning and the University of Illinois Extension, developed a Full-Cost Water Pricing Guidebook specifically for community water systems in Northeastern Illinois. The guide is intended to assist local decision makers in setting appropriate water rates to ensure sustainable water service now and into the future.

The Need for Full Cost Pricing

Adjusting water rates to match costs



Rate setting is the process through which a water system ensures revenue adequacy. Water suppliers face several decisions about what rate to charge for drinking water service. Rate setting involves conducting a cost-of-service rate study, and should include the following steps:

Step 1 Determine cost of service
(including operation, maintenance and capital investment)

Step 2 Project revenue based on future demand

Step 3 Design rate structure

But how do I know what to charge?

Following are key considerations each utility/community should consider throughout the rate-setting process:²⁴

- Rates must be set at a level that covers all of the costs to finance, produce, treat, store and distribute water to customers as well as provide capital for investment in the water utility system
- Rates must be fair and equitable
- A water system's revenues should not be used to pay for other municipal services or needs
- Customers should easily understand their water rate
- The rate structure should be easy to administer and be reviewed once a year
- Good rate structures are based on accurate financial information and customer records
- Affordability programs for economically disadvantaged customers need to be established

No elected official wants to raise rates. However, the long-term viability of a community's drinking water system is essential to its sustainability. If rates are reviewed annually as part of the budgeting process, they can be adjusted in small, annual increments instead of infrequent, but large, increases. This is much more palatable for customers over time. A hallmark of sound ratemaking includes basic principles of transparency²⁵—customers should easily understand the intent and purpose of a good rate. Given the extent of infrastructure requiring repair and replacement today and in the near future, putting off setting appropriate water rates puts a community in jeopardy.

The Alliance for Water Efficiency (AWE) is a stakeholder-based nonprofit organization dedicated to the efficient and sustainable use of water. AWE operates Financing Sustainable Water, a website which includes guidance, tools and other resources to assist water utilities in ensuring responsible, viable and sustainable water rates and services, now and into the future.



Case Study Water Rates that Work

The Village of Algonquin, Illinois has been a leader in water conservation. However, reduced consumption has also reduced revenue. The decrease in revenue, plus the fact the Village had not raised rates in a few years, led the Village to conduct a water/sewer rate study. In January 2016, Algonquin approved an increase in water and sewer utility rates, effective November 2016.

A comprehensive water and sewer rate study evaluated capital infrastructure needs (supply,

treatment, storage, distribution and control), decreases in usage and funding and increased regulations.

The new rate includes a fixed fee of \$10 per billing cycle and an increase in consumption charges each year. The new fee structure also retained a water conservation measure, which triples the rate if consumption is over 20,000 gallons.

The decision was to charge a flat fee to ensure enough revenue to help cover general maintenance and operations costs of the system while also maintaining water conservation efforts to ensure that water is available for many years to come.

Photo Credit Village of Algonquin

A Note on Water Rates and Affordability: Water rates are on the rise; many customers are seeing increases in their water rates. The reasons are many—water system infrastructure reinvestment needs, the increased costs of treatment and pumping, demand outstripping supply, regulation, etc. What we pay for drinking water is significantly less than what the average consumer pays monthly for cable television, cell phones or even coffee. However, it is important to address emerging affordability issues for vulnerable populations in your community.

Low-income households may face affordability problems if prices continue to rise. In order to avoid and alleviate these hardships, communities can offer equitable pricing structures that mitigate impacts on low-income households such as tiered rates and affordability programs for those demonstrating need. Your utility should be implementing best practices to ensure everyone in your community is appropriately provided for.

GO Finance your capital improvement needs

Without reliable drinking water infrastructure, communities cannot maintain quality of life, economic vitality or a healthy ecosystem. Feasible funding streams to replace and upgrade outdated public water systems are critically needed. Good asset management, regularly updated capital improvement plans and appropriate water rates are critical to understanding what investments your drinking water infrastructure may require in any given year.

But where will the money come from to finance the upfront costs of infrastructure investments? To be sure, there is no one-stop shop for financing our water infrastructure needs. However, there are a variety of options for municipalities to finance drinking water infrastructure upgrades or replacement. The following options are viable ways to finance drinking water infrastructure investments; it is important to note that revenue will still need to be generated from local water rates in order to leverage and eventually pay off these financing options.



Municipal Bonds A municipal bond is a bond issued by a local unit of government to pay for public projects such as roads, schools, and water, wastewater and stormwater infrastructure. Bonds are not a revenue source; they are a means of borrowing money. Bonds allow expenditures—such as capital improvement projects for drinking water systems—that exceed a local government’s annual resources.

If a community is considering issuing bonds to pay for drinking water infrastructure projects, it must evaluate how much money is needed over what time period, and identify how the bond holders will be paid. Municipal bonds may be set up as general obligations of the issuer or secured by specified revenues. Either way, the community must have a reliable stream of future incoming funds to demonstrate its ability to pay back its investors.

In Illinois, additional state tax advantages may be available by issuing municipal bonds through the Illinois Finance Authority’s “Local Government Revenue Bond Program.” The Illinois Finance Authority also offers a municipal program for non-home rule units seeking to borrow up to \$1.5 million for essential purpose public projects through its “Local Government Direct Bond Purchase Program.”

State Revolving Fund The State Revolving Fund (SRF) is a federal, low-interest loan program designed to support water service infrastructure repair and replacement. Each year, Congress appropriates funds to the SRF, and the U.S. Environmental Protection Agency (USEPA) proportionally distributes these funds to each state based on a regular Needs Assessment. Illinois combines these federal dollars with required state matching funds, program repayments, bond proceeds (generated via the Clean Water Initiative bond sales administered by the Illinois Finance Authority and the Illinois Environmental Protection Agency) and interest on loans to generate a perpetual source of loan money for water infrastructure, which the Illinois Environmental Protection Agency (IEPA) administers.

With these SRF funds, the IEPA provides loans for drinking water mains, water meters, pump stations, storage facilities, treatment plants and just about any infrastructure related to a public water supply system through its Public Water Supply Loan Program (PWSLP). During fiscal year 2016-2017, the PWSLP provided just under \$500 million in loans to municipal drinking water systems.



Photo Credit Abby Crisostomo



Reduce Costs by Partnering with Your Neighbors

Given the rising costs of infrastructure and drinking water service, communities can benefit from partnering through service sharing, joint procurement of goods or services and even consolidation of services. While not a new concept, exploring ways to save your community dollars on drinking water service costs by partnering with your municipal neighbors demonstrates effective governance in a time of scarce resources.

If a community in Illinois wishes to apply for a SRF loan, the Illinois Environmental Protection Agency requires the submission and approval of a complete financial package, including a dedicated revenue stream that is adequate to assure loan repayment. Thus, similar to municipal bonds, having a dedicated, established revenue stream is necessary for a community considering an SRF loan to raise capital for crucial infrastructure projects. For more information on how to apply for a State Revolving Fund loan, please see the program webpage on the IEPA's website.

Public-private partnerships In addition to bonds and loans, communities can also establish public-private partnerships (P3s) to finance needed drinking water infrastructure improvements. This approach engages the private sector in funding infrastructure projects to meet public service needs. P3s involve the private sector in financing, planning, design, construction, operation, maintenance and/or rehabilitation and replacement of publicly owned infrastructure.

With P3s, a community typically maintains ownership and ultimate responsibility of any infrastructure. The private sector helps finance projects and/or improve cost efficiencies for construction and/or operation and maintenance. P3s may allow for increasing the ability to leverage public funds while minimizing impacts to a municipality's debt capacity. Like the other financing tools described, P3s require a dedicated revenue stream for repayment.

While there are a number of different ways a municipality can finance its drinking water system, the best approach will vary from community to community. Sound asset management, water rate setting and regularly updated capital improvement plans will allow your community to identify what investments are needed when, and what financing options are the most appropriate.

A number of guides and handbooks outline the basics and best practices for implementing good and equitable water rates as well as guidance on appropriate and advantageous financing for drinking water investment needs. References and links to these helpful resources can be found in the resource section of this guide at metroplanning.org/DrinkingWater123.

Questions for your staff: Appropriately financing your water system

- ◊ When was our last rate study conducted? Was the community involved in the process?
- ◊ Are we considering the full costs of service (operations, maintenance, infrastructure renewal, etc.) in our water rates today?
- ◊ Are the revenues from our water services put into a separate enterprise fund reserved for water services and maintenance only?
- ◊ Do we have an affordability program for low-income households?
- ◊ How are we ensuring sustainable use and equity for customers within our water rate structure?
- ◊ What is our current municipal debt load/capacity?
- ◊ Do we have any outstanding bonds for drinking water infrastructure repairs?
- ◊ Have we ever utilized the State Revolving Fund to finance our drinking water investment needs?
- ◊ What drinking water investment needs might a P3 financing option be possible?
- ◊ Have we ever tried coordinating joint procurement or purchasing with our neighboring communities? What drinking water investment needs might lend themselves to that type of coordinated approach that could save us money?

5

Plan and Coordinate With Your Neighbors

Drinking water is an integral aspect of planning for municipalities. Without ample water, communities are unable to thrive, let alone exist. Integrating water resources and utility service considerations into your community's current and future plans, policies and ordinances is essential. Following are actions your municipality can take to integrate water more holistically into community planning.

GO Include water in your community comprehensive plans

Land use decisions and future planned development directly impact local water quality, quantity and future usage. They also influence long-term infrastructure maintenance costs. Which is why incorporating water resource and service considerations within community comprehensive plans or land use plans is important. For example, large parking lots next to surface water will impact water quality as stormwater runoff that contains salt, oil, gas and litter can flow directly into drinking water sources. Likewise, different types of housing and landscaping have different impacts on drinking water usage in a community.

The scale at which community planning evaluates the approval of a development proposal must be larger than the development itself. Development generates development—once a new housing development is approved, it attracts other developments such as retail, gas stations, schools, etc. All of these will require more drinking water and more water infrastructure that needs to be maintained over time by the municipality. Incorporating these considerations and calculating the water demand impact is important to ensuring sustainable service and supplies today and in the future.

Many communities now include details about drinking water service and source water protection within comprehensive plans. Whole chapters that address water are showing up in these plans. Following are beneficial topics to address within your community's comprehensive plans:

- Overview of the water supply system
 - History of water service in the community
 - Water source
 - Water infrastructure
- Information on water consumption and future forecasting
 - Data on current drinking water usage (total and per capita)
 - Future projected water usage needs
- Water supply challenges and plans to address those challenges (current or future)
 - Supply constraints based on data usage
 - Water pollution challenges
 - Infrastructure condition issues
- Water-wise programs and initiatives
 - Public education initiatives, and customer rebate or incentive programs
 - Outdoor watering restrictions
 - Landscape ordinances
- Drinking water goals for the community
 - Demand management goals
 - Land use and density goals based on average water consumption
 - Emergency management and back-up plans

Is Your Community Water-Wise?

The International Water Association has developed Principles for Water-Wise Cities in order to assist leaders in developing and implementing resilient urban water planning and design. These principles encourage collaboration between local government and the communities they represent. Cities around the world are embracing a new way of incorporating water into future planning—will your community join in being a water-wise city too?



Holistic Water Management—the One Water Approach:

Many leading water management agencies, communities and organizations nationwide are embracing a holistic approach to managing water resources. As defined by the U.S. Water Alliance, One Water is the concept by which all water resources are managed in a sustainable, inclusive and integrated way. One Water encourages coordination across previously siloed industries—drinking water, wastewater, stormwater, planning, architecture, transportation, energy, etc. All of these fields must work together to address how we improve our approach to managing water resources more sustainably.



Photo Credit MPC

Ensure your community planners and water utility managers are coordinating and incorporating important drinking water considerations within the larger planning picture for your community. Here in Northeastern Illinois the Chicago Metropolitan Agency for Planning (CMAP) produced a regional water supply/demand plan in 2010 called Water 2050. The plan includes population forecasting, water demand scenario modeling, impacts on available supply as well as demand management strategies for addressing potential shortages.

GO Plan for droughts

Variability in climate can cause drought, which can lead to water shortages. Drought diminishes precipitation, which reduces water levels in surface and groundwater sources. Drought also causes water-quality concerns as contaminants and algae blooms make it harder to treat this water to drinking standards. Given drought's implications for public health, communities and utilities must prepare for these conditions through contingency plans that mitigate water quantity and quality concerns.

Drought doesn't only affect arid regions of the U.S. In the summer of 2012, Illinois experienced a significant drought (as did the rest of the country), which raised concerns of having enough water supply to meet demand. The Illinois State Water Survey (ISWS) monitors drought conditions for groundwater and surface water, and there were noticeable impacts on water levels, mainly in shallow groundwater wells, which caused several water supply systems to be "at risk".

Preparing for drought requires both planning and action. Make sure your community is protected by establishing a drought plan based on sound scientific analysis. In Illinois, the State Water Plan Task Force published "State of Illinois: Drought Preparedness and Response Plan". This plan includes recommendations on how communities can prepare for drought and guidance for government officials on how to protect their community water systems from drought.²⁷

- ◊ Quantify existing water supply resources
- ◊ Assess drought vulnerability
- ◊ Identify expected changes in future water needs
- ◊ Adopt drought preparation plans to address vulnerabilities and potential damages
- ◊ Act on those plans when needed



Additional drought risks

include damages or threats to agriculture, the environment, navigation, energy production and recreation. Drought also has economic impacts:

- ◊ Increased food prices
- ◊ Increased water costs
- ◊ Reduced income and spending
- ◊ Potential loss of manufacturing and jobs
- ◊ Delayed transit of goods (barges that cannot operate due to reduced flow in waterways)

Make sure your community is continuously monitoring its drought conditions by tracking Illinois' precipitation levels and drought alerts by the U.S. Drought Monitor, updated weekly by the National Drought Mitigation Center.

The most effective drought plans involve coordination and communication between municipalities, water suppliers and land use planners. Combining the skills, knowledge and responsibilities of these sectors helps ensure drought preparedness and successful mitigation of impacts. Additionally, transparent communication with the public about the effects drought can have on their water supply helps catalyze needed water conservation at the right time. Providing information on local municipal websites, flyers defining outdoor watering restrictions and legal notices can help get the word out and change behavior patterns when it matters most.

What is a drought?

Drought occurs when there is a prolonged period of little to no rainfall, which can occur at different durations, timing and intensity. The National Drought Mitigation Center (NDMC) has defined drought as "a period of excessive dryness long or intense enough to affect agriculture, habitats or people... (and) are difficult to define because it often develops slowly over months or years..."²⁶

GO Be prepared for emergencies

Emergencies are, by definition, unpredictable. Source water contamination and service disruption are the most common emergencies that impact drinking water service in addition to drought. Unplanned drinking water service disruptions can include main or service line breaks, contamination and security breaches. Being prepared is the best approach for dealing with these unplanned emergencies.

An Emergency-Response Plan (ERP) is a written document that details a drinking water system's plan of action for responding to emergencies, disasters and other unforeseen events. The ERP may include detailed steps the public water system will take to respond to potential or actual emergencies including, but not limited to, the following: loss of water supply from a source, loss of water supply due to a major infrastructure failure, damage to power supply equipment or loss of power, or contamination of water in the distribution system from backflow or other causes.

Bioterrorism

Although water utilities might be the last place one would think of as a target for terrorism, contamination of drinking water through intentional means could have catastrophic consequences. The Bioterrorism Act of 2002 requires that drinking water utilities serving more than 3,300 people conduct vulnerability assessments and develop emergency response plans.

Working with your utility managers and developing plans for storage, demand management and alternate sources of drinking water reduces the risk of being unprepared for when an emergency happens. The U.S. Environmental Protection Agency has a guidance manual for communities and their utilities to develop emergency drinking water plans, and details the important questions and information needed to ensure continuous, safe and reliable drinking water service.

The Illinois Environmental Protection Agency regulates pollutant releases to surface waters. However, your community should be proactive in preventing accidents. For example, if there are major facilities that discharge waste into a water source, or have the potential for a spill of a harmful material upstream of your water supply intake, the facilities

should have contingency plans for an accidental release. Similarly, groundwater can become contaminated by activities or incidents in the area. For example, if material from a tanker truck spill infiltrates the ground, the groundwater could become unusable. Due to the importance of groundwater quality, many communities implement programs designed specifically to protect groundwater. Procedures should be put in place for your water system to be notified immediately if there is an accidental release, and your water utility should have a response plan if there is an emergency.

The American Water Works Association has an Emergency Preparedness Resource Community to help support utilities in responding to emergencies, as well as a guidance manual, titled Emergency Planning for Water Utilities, that outlines what steps to take to help ensure your community has access to clean and safe water, even in times of emergency. Additionally, developing a communications plan that includes communication with employees, critical facilities in your community, consumers and media is an important part of being prepared for emergencies.

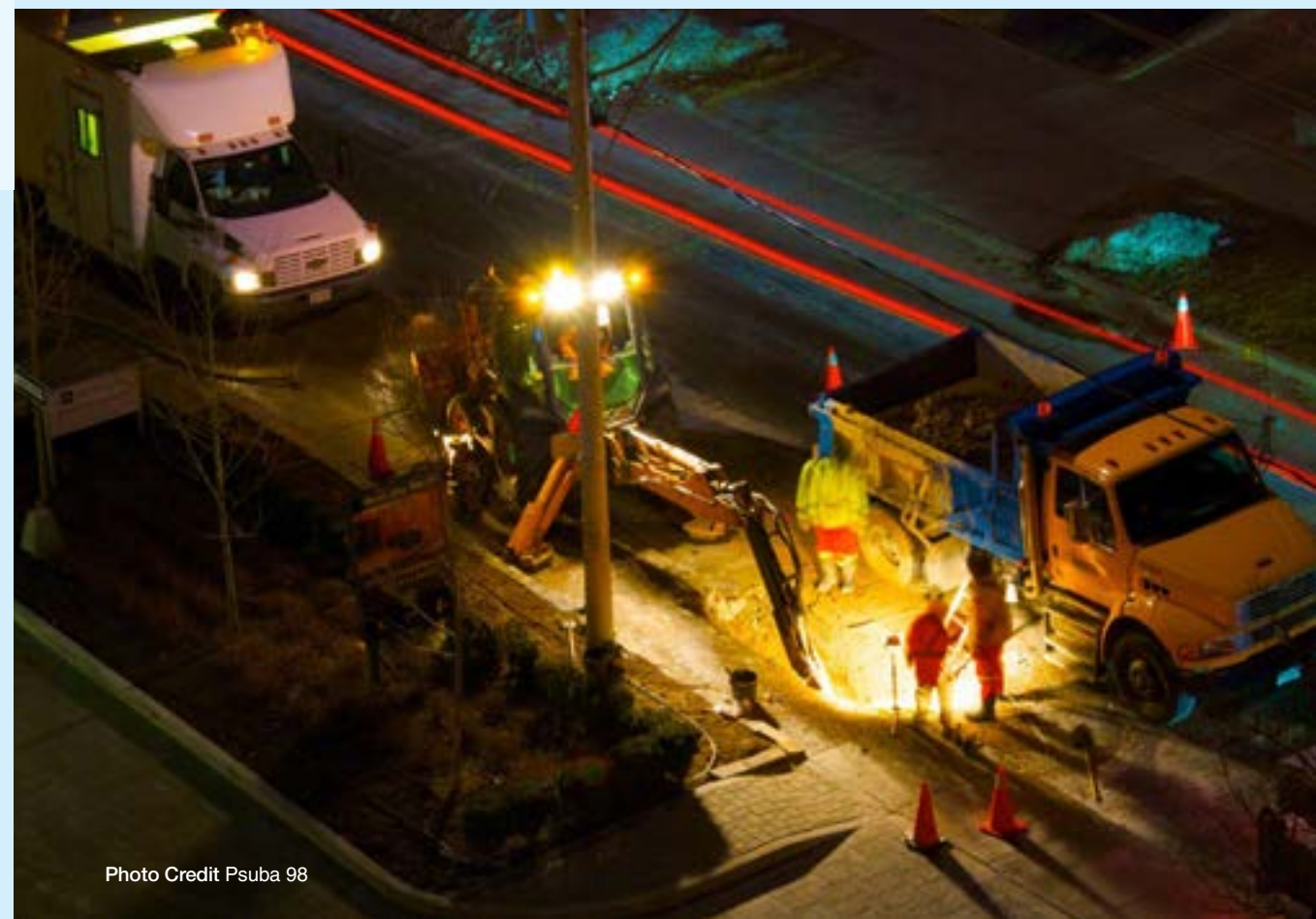


Photo Credit Psuba 98

GO Embrace regional water supply coordination + service sharing

There are more than 400 community water supply systems operating in Northeastern Illinois. Yet our water sources are shared. Our collective impact on water resources is significant and coordinating and communicating across municipal and utility boundaries is imperative.

Each utility collects and treats, or purchases, drinking water, and distributes it through a system of pipes and pumps that it maintains. Most of these utilities are owned and managed by a municipality, which means that costs associated with operating and maintaining the system over time are borne by one community. By forming partnerships across municipal and utility boundaries, there are many opportunities to reduce costs for providing water service. Given the rising costs of operating and maintaining sustainable drinking water service, by embracing collaboration, shared services and, in some cases, regionalization, there is potential to save your community significant costs.

The Northwest Planning Alliance (NWP) is a good example of coordinated communication on regional water supply right here in Northeastern Illinois. The NWP was formed as a voluntary partnership to address the issues of water supply planning and management within the non-Lake Michigan service area of our region. NWP seeks to collaboratively plan for and steward its shared river and groundwater resources to ensure a sustainable water supply for the people, economy, environment and future generations. Formed by intergovernmental agreement, NWP brings together five councils of government (COGs) representing approximately 80 municipalities and five counties: DeKalb, Kane, Kendall, Lake and McHenry. This Alliance has developed numerous free and helpful resources for the region.

Regional coordination and service sharing is imperative to protecting communities and water resources into the future. Some communities have partnered together to supply water service—often through legal structures such as Water Commissions and Joint Action Water Authority's (JAWAs)—in order to save costs and improve system efficiencies. Exploring ways to partner with neighboring municipalities to save water and reduce costs for your community is important.

In addition to the steps outlined above, a number of guides and handbooks outline best practices for incorporating water resources into community planning and regional coordination. References and links to these helpful resources can be found in the resource section of this guide at metroplanning.org/DrinkingWater123.

Transform Illinois Government effectiveness is imperative. Transform Illinois was created to improve the delivery of public services and infrastructure in Northeastern Illinois. This coalition of local elected officials, civic organizations and research institutions is dedicated to promoting and supporting local government efficiency efforts.



Case Study Collaboration + Service Sharing In Action

The Carpentersville and West Dundee Water Interconnect demonstrates two communities working together for the benefit of both. The water system interconnection between the Villages of Carpentersville and West Dundee was the result of an intergovernmental agreement to assist in sharing water during emergencies and for planned water system needs. While the Interconnect provides emergency use service, it was primarily designed to allow the high pressure zone of one community to maintain adequate pressure and fire suppression flow rates while the other community's elevated tank was removed from service for maintenance.

The removal of an elevated water tank for maintenance can require up to six months. During this time, a community may have sufficient capacity to meet average and maximum daily demand but then lose the capability to meet instantaneous peak demands and fire suppression. So by interconnecting the two systems, one elevated tank can maintain pressure and provide fire protection for both communities, thereby continuing to protect the health and safety of residents.

Both Carpentersville and West Dundee have recognized the mutual benefit of an emergency water supply and improved operational flexibility during elevated tank maintenance, and the interconnect has been used successfully on multiple occasions to help both communities.

Questions for your staff: Water planning and regional coordination

- ◇ How are we coordinating land-use decisions with drinking water management needs?
- ◇ Have we integrated water resource management within our community comprehensive plans?
- ◇ Are we incorporating the Chicago Metropolitan Agency for Planning's regional data, information and recommendations on water resources into our community plans?
- ◇ Are we monitoring drought conditions on a regular basis?
- ◇ Do we have a drought preparedness and response plan? Are we coordinated across departments on these plans?
- ◇ How are we prepared to take action to conserve water resources in the event of a drought?
- ◇ Does our community have an emergency-response plan (ERP) for drinking water service?
- ◇ What contingency plans do we have set up to handle a drinking water emergency?
- ◇ Have we done an assessment of possible pollution or contamination risks for our drinking water source(s)?
- ◇ Have we coordinated with our neighboring communities to plan collaboratively about drinking water management and service?
- ◇ What actions could we take to improve our collaboration with neighboring communities?
- ◇ How might we consider service sharing or joint procurement to save our community and citizens money?

6

Engage Your Community

As community leaders, it is important to engage your public in how they can participate and make a difference in protecting water resources and reducing costs. Consumers are often willing to do their part and participate in sound water management practices if given accurate and helpful information. The following section provides guidance on how you can best develop an effective water ethic in your community based on transparency and demonstrated stewardship.

GO Implement water conservation + demand management

Living in a water-rich region like ours, it is easy to question water conservation. Beyond reducing unnecessary water waste to avoid supply constraints, other benefits include extending the life of existing infrastructure, slowing down or avoiding the need for expensive, additional water sources, saving on energy and chemical costs for pumping and treating drinking water and providing the opportunity for economic development by having enough supply for additional industry and population growth.

Water conservation should not be something we think about only during times of drought. Water efficiency is a way of life and a method to ensure water is available at a reasonable cost for future generations. **Water conservation is any action, program or technology that:**

- ◇ reduces the amount of water withdrawn from a water supply source
- ◇ reduces consumer water use (indoor and outdoor)
- ◇ reduces water loss or waste
- ◇ improves the efficiency of water use
- ◇ increases water recycling and reuse
- ◇ prevents water pollution

The adoption of water-efficient practices such as conservation is seen as an important step to reducing peak demand for drinking water, getting more service out of existing systems and delaying the construction of new, expensive sources.



Case Study

Population Growth + Water Conservation Go Together

The Village of Algonquin, Illinois implemented a Water Conservation Plan in 2003 to address concerns about the quality and pressure of its water sources, which are shallow aquifers and one deep well. Under the constant threat of shortages, the Village established a Water Conservation Committee to annually implement and revise the goals of the local Water Conservation Plan—a document which includes both water conservation and increased resident awareness goals. While Algonquin has taken several measures to meet its goals, one of the most successful is water system status alerts—which address restrictions on landscape irrigation. Color-coded alerts are placed around the village to inform residents and businesses of outside water restrictions. If residents or

businesses are found to have violated these restrictions, they are fined \$100.

From 2003-2009, the Village has added 800 households and 300,000 sq. ft. of commercial space. Despite this growth, Algonquin's summer pumping volumes have decreased from 6 million gallons per day to 3 or 4 million gallons per day. Further progress has also been made in continuing to reduce pumping volumes: From 2007-2016 the average pumping rate has decreased approximately 500,000 gallons per day. And the summer average pumping rates have decreased approximately 700,000 gallons per day. During this time, the Village added approximately 300 residential units and approximately 250,000 square feet of commercial space. Algonquin has proved that communities can grow and thrive without putting unnecessary demand on precious drinking water supplies.

Water demand management involves the adoption of practices, policies or investments by a water utility to achieve efficient water use by all members of the community. These practices help support water conservation, and include a wide range of measures to help consumers become better stewards of their drinking water:

- ◊ Rebate programs for customers who install water efficient appliances and fixtures
- ◊ Outdoor watering restrictions
- ◊ The promotion of rainwater for outdoor watering purposes

These measures can be short- or long-term depending on the needs of the community. Strategic planning is a key aspect of a successful conservation program. This means analyzing how much water is used, when, by whom, for what purpose and at what level of efficiency. Based on this detailed data, a community can determine what the potential reduction in water use could be through conservation approaches to achieve improved water use efficiency.

GO Provide community education + engagement programs

Long-term solutions for conserving, protecting and managing our water resources will require that everyone understands the importance of drinking water, and are provided the programs and tools to help. Citizen education campaigns help highlight the importance of water issues and empower individuals to take action. Media, educational materials, schools and incentive programs help to ensure your community is appropriately informed.



Saving finite water resources

for our grandchildren and saving precious dollars for current taxpayers can both be accomplished through a strong water conservation ordinance. Peak demand management is especially important during the summer months when outdoor irrigation use of drinking water spikes and puts extreme pressure on water systems. In our region, the Northwest Water Planning Alliance (NWWPA) developed an Outdoor Water Conservation Manual and Model Lawn Watering Ordinance, which has been used by a number of municipalities, and which can easily be adapted for your community to help reduce outdoor watering that puts pressure on drinking water operations.

Education may be the key to getting public support for a utility's water conservation efforts. Outreach should include the costs involved in supplying drinking water and detail how water conservation practices will provide long-term savings. **Opportunities to provide this information can include:**

- An understandable and informative, monthly water bill. Customers should be able to read and understand their water bills, which should include:
 - How much water they used
 - What their water rate is
 - How much they are being charged for their current bill
 - A usage comparison to their previous bill
 - Any information or tips on how they can conserve water
- Educational materials, bill inserts, informational pamphlets and brochures can be made available for customers by mail and at their local stores, libraries, schools, etc. This information can help consumers make informed choices about water use, and helps build trust in their community's local water utility operations.

There are a number of guides and handbooks that outline best practices for engaging your community in water efficiency practices. References and links to these helpful resources can be found in the resource section of this guide at metroplanning.org/DrinkingWater123.



The Environmental Protection Agency's WaterSense-labeled products such as showerheads, toilets and bathroom faucets all conserve water, provide savings on water bills and use at least 20 percent less water than conventional products. In 2008, WaterSense products saved consumers 9.3 billion gallons of water and \$55 billion on utility bills. Nationwide, dozens of cities, counties and utilities use rebates to spur residents and businesses to purchase these water-efficient products. The WaterSense program also provides free brochures for distribution to customers about landscaping tips and other water conservation practices and facts. It's free to be a community partner and be a part of a brand that symbolizes water efficiency.

Questions for your staff: Engaging your community in water efficiency

- What conservation practices have we enacted to reduce unnecessary water consumption?
- Do we have an outdoor watering restriction ordinance?
- How can we improve our water utility bills to provide clear information about usage and rates as well as tips about conservation practices for our customers?
- What community education materials do we have available for residents and businesses? Where?
- What programs have we implemented to help reduce peak demand on drinking water with our customers?

As a local leader, you hold the key to making sure your community has a safe and sustainable drinking water system now and into the future. The decisions you make, the actions you take (or do not take) regarding drinking water will impact the people, businesses and ecosystems in your region for decades.

As this guide has outlined, we have significant challenges to overcome, but they are fixable. The actions in *Drinking Water 1-2-3* will help, but it takes strong leadership from you.

MPC has created an interactive, online version of *Drinking Water 1-2-3* which contains a **Resource Guide** that provides additional handbooks, reports and websites categorized for your use. We encourage you and your staff to use these helpful resources to employ the practices outlined in this guide. Access the website at: metroplanning.org/DrinkingWater123.

Appendices

Glossary of Terms

Aquifer An underground layer of rock, can be shallow or deep, that can hold or transfer water.

Aquifer desaturation The over pumping or depletion of a groundwater source.

Cistern or Rain barrel A waterproof repository used to collect and store rain water runoff to prevent flooding and water quality issues.

Consumer Confidence Report (CCR) A required, annual drinking water quality report produced and distributed by a community water system to all its customers.

Contaminant A substance that may be found in drinking water which would produce nuisance or negative health consequences.

Drought A period of excessive dryness long enough to affect agriculture, habitats or people.

Groundwater The water beneath the surface of the ground, consisting largely of surface water that has seeped down. It is the source of water in springs and wells.

Groundwater recharge area Identified land where rainfall is able to seep into the ground and help refill an aquifer.

Hydrologic cycle The continuous movement of water from oceans, lakes, rivers and other water sources to air and land, and then back into these water bodies through rain and snow. It is a cyclical cycle.

Impervious surface A hard material such as concrete and asphalt that prevents water from seeping into the ground.

Maximum Contaminant Level (MCL) The maximum concentration of a contaminant that may be present in drinking water. Utilities are required to test their drinking water regularly and the concentration of a contaminant must not exceed the applicable MCL.

Non-revenue water The water loss in a drinking water distribution system due to leaking infrastructure, faulty meters or theft. These losses result in lost revenue and wasted water.

Potable water or drinking water Water that is safe to drink or use for food preparation without risk of health problems.

Private well An access point to groundwater in underground aquifers on private property.

Public water system A utility that delivers water to the public and charges a fee for this service—these systems can be publicly or privately owned.

Recharge An increase in the amount of water in a given water source from precipitation, infiltration or human activity.

Safe Drinking Water Act (SDWA) A law by Congress in 1974 which authorizes the establishment of minimum standards for drinking water and requires all owners or operators of public water systems to comply with these standards.

Stormwater runoff The rain or snow melt that is not absorbed into the ground, but, instead, flows over various surfaces, picking up pollutants, before draining into a local surface water source.

Surface water A water source on the surface, which includes lakes, ponds, rivers and reservoirs.

Water conservation Practices that promote the efficient use of water, such as minimizing losses, reducing wasteful use and protecting availability for future use.

Water demand An amount of water desired for use by a public water system's customers.

Watershed The specific land area that drains to a lake, river or stream.

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Metroplanning.org



2025 Water Ambassador Communications Plan

Bensenville Public Works

Date	Standard	Remaining	Topic	Location	Notes
3/3	2	1/2	Fix a Leak	W	Post infographic to website for 1 month
3/18	1	1/1	Water 1-2-3 Guide	VB	Provide guide to VB
4/22	4	1/6	Earth Day	S	
5/18	4	2/6	Public Works Week	S	
6/	4	3/6	Leak Detection	S	
7/1	2	2/2	Environmental Awareness - Decompose time	N	Newsletter content due
8/1	3	1/2	Imagine a Day Without Water	W	Post video to website for 1 month. https://www.youtube.com/watch?v=czrAmuF53Co
9/8	4	4/6	Hydrant Flushing	W	
10/22	3	2/2	Sustainability Day	S	
11/19	4	5/6	World Toilet Day	S	
12/8	4	6/6	Value of Water	S	

Location Key:

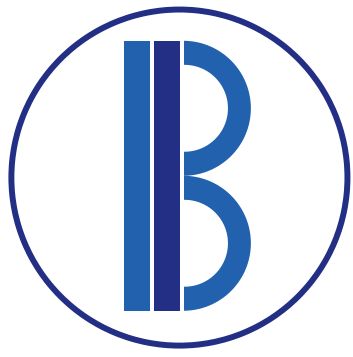
S – Social Media
W – Website
VB – Village Board Meeting
N – Newsletter

** Meet every November to plan for the following year.



BENSENVILLE
DEPARTMENT OF PUBLIC WORKS

**WATER
AMBASSADOR
PROGRAM**



Program Goals

- Elevate Public Perception
- Increase General Knowledge
- Highlight Consumer Education

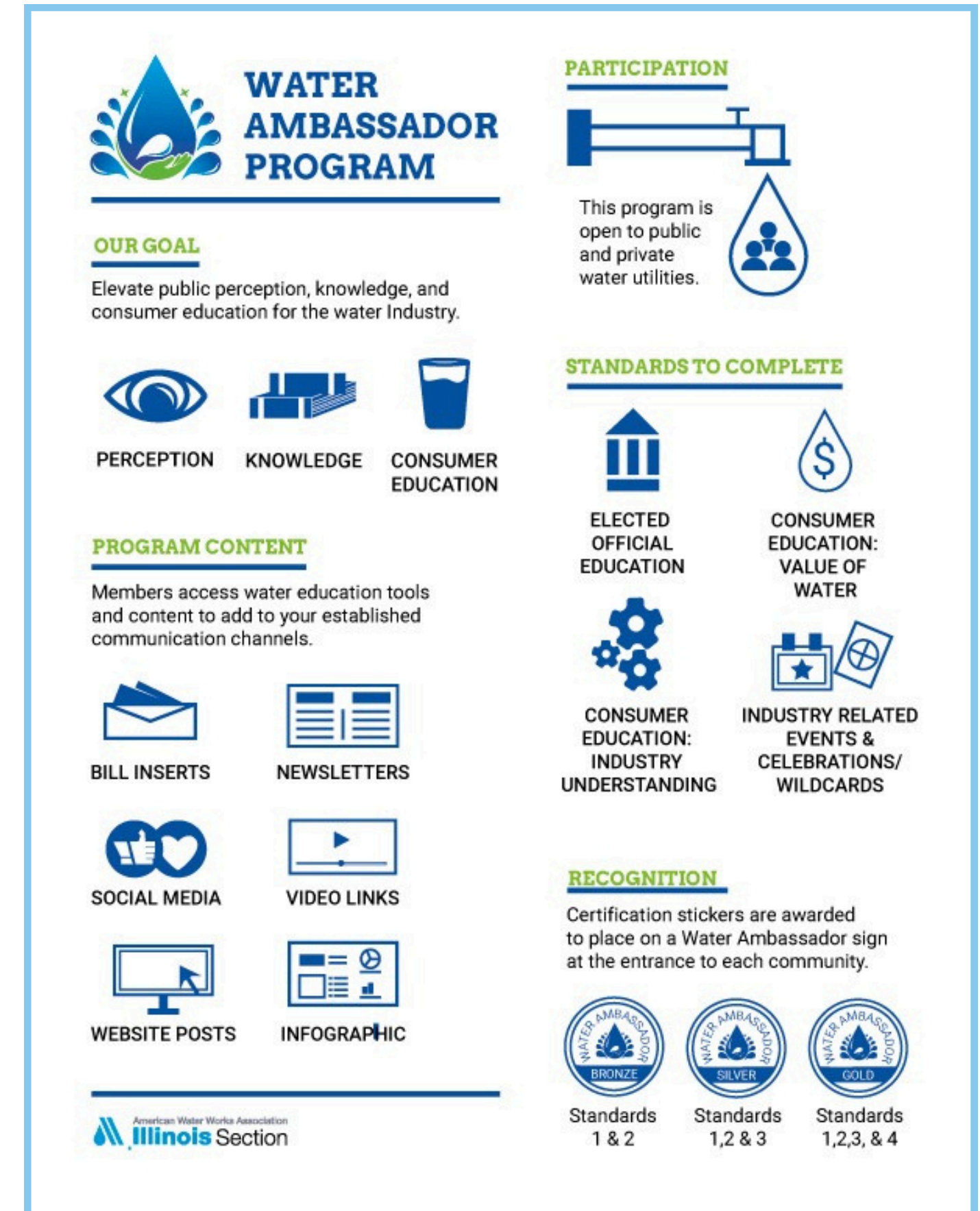


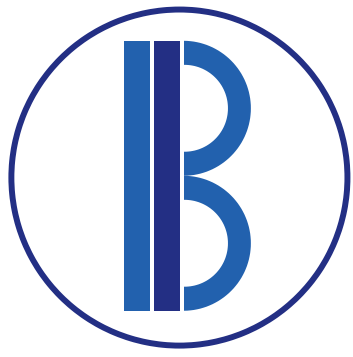
WATER
AMBASSADOR



How to Accomplish These Goals

- Presenting Educational Content
- Utilizing Relevant and Engaging Media Platforms
- Consistency Among Participants

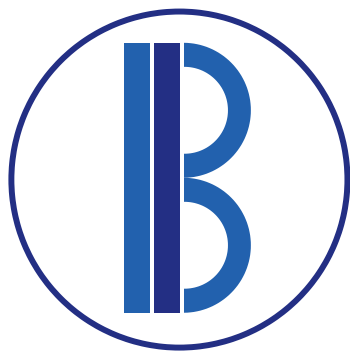




3 Levels of Participation

- **Bronze**
- **Silver**
- **Gold**





Participating Communities

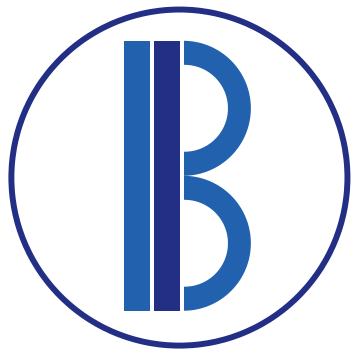
2023 Gold

- City of Crystal Lake
- City of Elmhurst
- City of Freeport
- City of Joliet
- City of Loves Park
Water Department
- City of Moline
- City of Rolling Meadows
- City of Springfield
- City of Warrenville
- DuPage Water Commission

- Town of Normal
- Village of Barrington
- Village of Franklin Park
- Village of Glen Ellyn
- Village of Glencoe
- Village of Huntley
- Village of LaGrange Park
- Village of Montgomery
- Village of Norridge
- Village of Romeoville
- Village of Tinley Park

2023 Silver

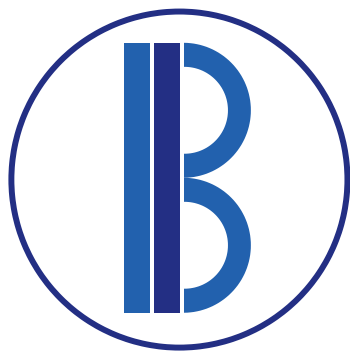
- Village of Arlington Heights



Communications Plan

- Distribute Water 1-2-3 Guide
- Monthly Outreach
 - Leak Detection
 - Hydrant Flushing
 - Sustainability Day

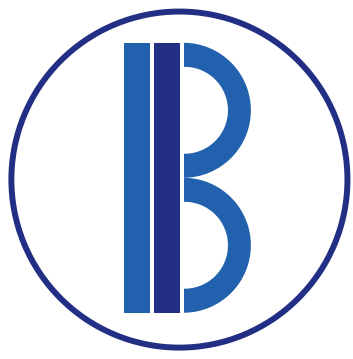




Recognition

- Water Ambassador Sign
- Proclamation
- Certificate presented at the ISAWWA
Annual Conference WATERCON





Thank you for your time.

TYPE:Resolution**SUBMITTED BY:**Amanda Segreti**DEPARTMENT:**Public Works**DATE:**March 18, 2025**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Four (4) Year Contract (2025-2028) with Gewalt Hamilton Associates, Inc. for the Fire Hydrant Flow Testing Services in the Not-to-Exceed Amount of \$69,457

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

March 18, 2025

BACKGROUND:

There are two main reasons to conduct fire hydrant flow testing:

- 1) to determine how much water is available to fight fires, and
- 2) to determine the general condition of the water distribution system.

Flow test data provides necessary field information so that Public Works Utilities Division planners and the fire district can accurately estimate the capabilities of water mains. Water main and hydrant flow capabilities impact decisions as to what fire protection and fire resistance features are required for new developments and where priorities should be placed with respect to upgrading older, smaller water mains. Another important reason for flow testing, flushing, and inspections is that having these functions performed on a regular basis can help to lower your ISO rating. Testing and inspections will also help to lower possible liability risk.

KEY ISSUES:

The Village advertised for bids on February 13, 2025. Two (2) bids were submitted. Gewalt Hamilton Associates, Inc. is the lower bid. Below is the result including number of hydrants for each year as part of the four year contract:

Contractor	Year	# Hydrants	\$/hydrant	Total
<i>Gewalt Hamilton Associates, Inc.</i>	2025	405	\$ 65.00	\$ 26,325
	2026	184	\$ 67.00	\$ 12,328
	2027	244	\$ 70.00	\$ 17,080
	2028	188	\$ 73.00	\$ 12,724
TOTAL 2025-2028 CONTRACT				\$ 69,457
<i>M.E. Simpson</i>	Year	# Hydrants	\$/hydrant	Total
	2025	405	\$ 68.00	\$ 27,540
	2026	184	\$ 68.00	\$ 12,512
	2027	244	\$ 70.00	\$ 17,080
	2028	188	\$ 70.00	\$ 13,160
TOTAL 2025-2028 CONTRACT				\$ 70,292

The Gewalt Hamilton Associates, Inc. is a new contractor for the Village. Operations Superintendent has

conducted reference checks and the staff is comfortable to move forward in awarding this contract.

ALTERNATIVES:

Discretion of the Committee of the Whole

RECOMMENDATION:

Staff recommends approval of the Resolution Authorizing the execution of a four (4) year contract (2025-2028) with Gewalt Hamilton Associates, Inc. for the Fire Hydrant Flow Testing Services in the not-to-exceed amount of \$69,457.

BUDGET IMPACT:

\$16,000 is budgeted in FY2025 Account # 51050540 549990.

Staff reached out to surrounding communities and confirmed that these two bids are competitive. The amount increased from the last contract as a result of price increases.

ACTION REQUIRED:

Approval of a Resolution authorizing the execution of a Four (4) Year Contract (2024-2028) with Gewalt Hamilton Associates, Inc. for the Fire Hydrant Flow Testing Services in the not-to-exceed amount of \$69,457.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
RES - 2025-2028 Fire Hydrant Flow Testing Services	3/6/2025	Resolution Letter
PROPOSAL - Hydrant Flow Testing GHA	3/6/2025	Backup Material

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A FOUR (4) YEAR CONTRACT (2025-2028) WITH GEWALT HAMILTON ASSOCIATES, INC. FOR THE FIRE HYDRANT FLOW TESTING SERVICES IN THE NOT-TO-EXCEED AMOUNT OF \$69,457

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 is responsible for 1021 fire hydrants throughout the VILLAGE and unincorporated areas, and

WHEREAS the data from flow testing hydrants provides necessary field information for Utilities and Fire District to accurately estimate the watermain capability and capacity, and

WHEREAS the Village of Bensenville advertised for bids on February 13, 2025, and

WHEREAS the Village of Bensenville received two (2) bids and the lowest bidder was Gewalt Hamilton Associates, Inc., and

WHEREAS the Village of Bensenville seeks to enter a contract with Gewalt Hamilton Associates, Inc., in the not-to-exceed amount of \$69,457.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution executing a Four (4) Year Contract (2025-2028) with Gewalt Hamilton Associates, Inc. for fire hydrant flow testing services in the not-to-exceed amount of \$69,457.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 25, 2025.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

SCHEDULE TO COMPLETE
APRIL-JULY 2025

	APRIL	MAY	JUNE	JULY
TASK 1: Stakeholder Kick-Off Meeting/Data Setup				
TASK 2: Flow Testing of Hydrants				
TASK 3: Final Report				

Our overall project for 2025 will take 3 to 4 weeks of office and field work. This may be shortened if access to all hydrants is identifiable, which limits our return trips to clean up miscellaneous hydrants. We will layout out the project in several steps:

1. Collect full structure mapping from the City and import it to our database for setup.
2. Work with the City Staff to build the Survey123 form for collecting data as required and introduce our dashboard for project tracking for GHA and City Staff usage.
3. Field work will begin in 2025 as soon as the database is ready.
4. Select residual and flowing hydrant based on the suggested layout for hydrants.
5. Remove 2.5" cap and flush residual hydrant until water is clear and shut hydrant. Install adapter with pressure gauge and make sure all caps are secure.
6. Remove 2.5" cap and flush flowing hydrant until water is clear and shut hydrant and install pitot meter.
7. Open residual hydrant all the way and record static pressure.
8. With an operator stationed at the residual hydrant, open the flowing hydrant slowly until completely open. Once open, signal the residual hydrant operator and take simultaneous pressure readings on both the residual and flowing hydrants.
9. Slowly close hydrants, one at a time using gate valves for control
10. Remove equipment, make sure the hydrant is draining and replace caps, listen to hydrant using a listening device for any potential leaks.
11. Complete report using software supplied on a tablet.
12. Once all hydrants have been tested, we will process the results and submit them to the City for review, along with our recommendations for any necessary adjustments.
13. Process all data and QA/QC work to make sure it will meet GHA and the City standards.

GHA is confident in our ability to meet the requirements outlined in the RFB. With the project set to begin in 2025, we will strategically schedule our work during periods of lower flow, avoiding peak summer conditions to ensure efficiency and minimize disruptions.

Additionally, to ensure that we meet these completion dates, we have the flexibility to deploy additional crews in the event of weather-related delays that could impact the project timeline.

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
- ☐ List of Equipment
- ☐ 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*

2025-2028 PRICE BID FORM

CONTRACT YEAR	ZONE	NUMBER OF HYDRANTS	PRICE PER HYDRANT	TOTAL
2025	4, 5	405	\$ 65.00	\$ 26,325.00
2026	1	184	\$ 67.00	\$ 12,328.00
2027	2	244	\$ 70.00	\$ 17,080.00
2028	3	188	\$ 73.00	\$ 13,724.00

**TOTAL BID PRICE FOR 2025-2028
LEAK DETECTION SERVICES**

\$ 69,457.00

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

Signed:



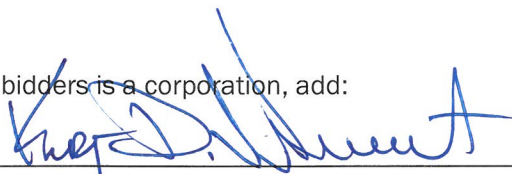
Authorized Signature

3/4/2025

Date

Where bidders is a corporation, add:

Attest:


(Secretary or other authorized officer)

(CORPORATE SEAL)

VILLAGE OF BENSENVILLE BID COMPLIANCE CERTIFICATION

I, ARTHUR J PENN, having been first duly sworn, depose and state that:
(Owner/authorized company representative)

Gewalt Hamilton Associates, Inc. ("Contractor"), having submitted a Bid for:
(Name of Company)

2025-2028 Hydrant Flow Testing to the Village of Bensenville hereby certifies that Contractor:

1. is operating in compliance with the federal Civil Rights Act, 42 USC §2000e, and the Illinois Human Rights Act, 775 ILCS 5/2-105(A).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the Illinois Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that All employee 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.

4. is in full compliance with the Drug Free Workplace Act, 30 ILCS 580/1 et. seq.
5. is in full compliance with the Criminal Code of 2012, 720 ILCS 5/33-1 et. seq.
6. is in full compliance with the Public Construction Act, 30 ILCS 557/1 (applicable if the contract is in excess of \$75,000.00).

By: Arthur J Penn
(Officer or Owner of Company stated above)

Title: PRESIDENT - COO

SUBSCRIBED AND SWORN to before me

This 3rd day of MARCH, 2025.

Jeanne Scheffler
NOTARY PUBLIC



CONTRACTOR INFORMATION

NAME (PRINT)	Michael Grinnell
SIGNATURE	
COMPANY NAME (PRINT)	Gewalt Hamilton Associates, Inc.
ADDRESS	625 Forest Edge Drive Vernon Hills, IL 60061
TELEPHONE	847-478-9700
FACSIMILE	847-478-9701
EMAIL	MGrinnell@GHA-Engineers.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**: "2025-2028 Fire Hydrant Flow Testing Services"

The Bids must be received by **9:00 AM, Wednesday, March 5, 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.

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:	Glenbrook Sanitary District
Address:	P.O. Box 523 Techy, Illinois 60082
Contact Person:	Kenneth Lopez
Telephone	847-875-0169
Fax	
Email Address:	klopez@gsd.illinois.gov

Reference #2:

Client/Municipality Name:	Village of Round Lake Beach
Address:	911 Lotus Drive Round Lake Beach, IL 60073
Contact Person:	Daryl Selleck
Telephone	847-740-6290
Fax	847-740-2852
Email Address:	dsellek@roundlakebeachil.gov

Reference #3

Client/Municipality Name:	Village of Riverwoods
Address:	300 Portwine Road Riverwoods, Illinois 60015
Contact Person:	Kristine Ford
Telephone	847-945-3990, ext. 325
Fax	847-945-4059
Email Address:	kford@riverwoods.gov

LIST OF EQUIPMENT

List (or attach) all the Equipment that will be used on this Project:

650 Ford Cushion truck with arrow board,fully displaying company name
Pickup trucks with traffic control devices, all pickup trucks, fully displaying company name
Gutermann AS2 sounding devives
Riptide ALX 2.5" NST Flow Tester/Diffuser with Built In Pitot, Single Action
Plantpro Hydrant FLOWtester/Diffuser

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.)

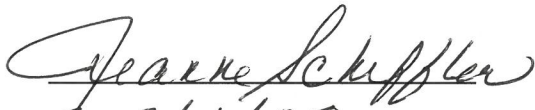
(f) Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.

(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.


Contractor

ATTEST:


DATE: 3/4/25

SEXUAL HARASSMENT CERTIFICATE

Gevalt Hamilton Eng hereinafter referred to as "Contractor" having submitted a Bid/Bid for **FIRE HYDRANT FLOW TESTING 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.

By: 

Authorized Agent of Contractor

Subscribed and sworn to
before me this 3rd day
of MARCH, 2025.



NOTARY PUBLIC



CONTRACTOR'S ILLINOIS DEPARTMENT OF REVENUE-TAX
COMPLIANCE

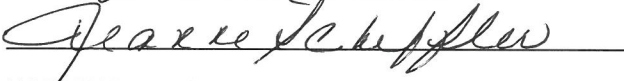
Genolt Hamilton Eng., having submitted a Bid/Bid for **FIRE HYDRANT FLOW TESTING SERVICES** to the Village of Bensenville, hereby certifies that said contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

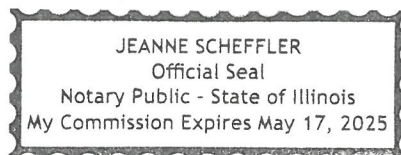
- 1) It is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- 2) It has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: 
Authorized Agent of Contractor

SUBSCRIBED AND SWORN to before

Me this 3rd day MARCH, 2025.


NOTARY PUBLIC



CERTIFICATE OF COMPLIANCE – CRIMINAL CODE OF 2012

720 ILCS 5/33-1 et. Seq.

I, Michael Grinnell, the contractor under a certain contract dated:

3-4-25 with the Village of Bensenville for _____ hereby certifies that said contractor is not barred from Bidding on the aforesaid contract as a result of a violation of any applicable provision of the Criminal Code of 2012.

Contractor:

By: Michael Grinnell

Title: Public work operations Director

SUBSCRIBED AND SWORN to before

me this 3rd day of MARCH, 2025.

Jeanne Scheffler
NOTARY PUBLIC



TYPE:Resolution**SUBMITTED BY:**Brad Hargett**DEPARTMENT:**Public Works**DATE:**March 18, 2025**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Construction Engineering Services Agreement with Edwin Hancock Engineering Company for the 2025 Residential Street Improvements Program in the not-to-exceed amount of \$123,980

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

March 18, 2025

BACKGROUND:

The 2025 Residential Street Improvements Program will consist of pavement removal and replacement, full depth pavement patching, spot C&G improvements, spot driveway apron replacement, spot sidewalk replacement including ADA ramps, storm sewer repairs, restoration of turf and pavement markings. The project includes David Drive (Grand Ave. to Dolores Dr.), Daniel Drive (Church Parking Lot to Dolores Dr.), Dante Drive (David Dr. to Private Parking Lot), Dolores Drive (David Dr. to Pamela Dr.), and Belmont Avenue (York Rd. to Pamela Dr.). The Pavement Condition Index evaluation study performed in 2023 indicates the following scores for each segment: David Drive (65), Daniel Drive (46), Dante Drive (63), Dolores Drive (23), and Belmont Avenue (49). Streets have been selected for this year's project by pavement condition index (PCI), geographical location, and the 5-year Capital Plan.

KEY ISSUES:

In 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. Edwin Hancock Engineering Company is one of the short-listed firms to provide construction-engineering services.

Hancock brings forth a very experienced project team that has successfully provided similar services to the Village, most recently on the 2024 Residential Street Improvements Program. The proposed engineering scope includes on-site inspections, review of project layout, construction documentation, material testing and preparation of record drawings. The material testing required for the project will be performed by TSC as a sub-consultant, and includes all sub-grade, concrete and asphalt pavement assessments and observations.

Hancock's negotiated proposed work effort and fee totals \$123,980.00. This not-to-exceed fee equates to 11.9% of the estimated construction cost of \$1,046,117.66 for the project. Historically, the construction engineering fees for locally funded projects fall within 7-10% of the cost of construction.

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends of approval of a Resolution Authorizing the Execution of a Construction Engineering Services Agreement with Edwin Hancock Engineering Company for the 2025 Residential Street Improvements Program in the not-to-exceed amount of \$123,980

BUDGET IMPACT:

In FY-2025, a total of \$150,000 is budgeted for this project in Capital Improvements Fund account #31080810-536515-25101. Adequate funding has been budgeted for this project.

ACTION REQUIRED:

Consideration of a Resolution Authorizing the Execution of a Construction Engineering Services Agreement with Edwin Hancock Engineering Company for the 2025 Residential Street Improvements Program in the not-to-exceed amount of \$123,980

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	3/5/2025	Resolution Letter
Location Map	3/5/2025	Backup Material
Proposal	3/5/2025	Backup Material

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF A CONSTRUCTION ENGINEERING SERVICES AGREEMENT TO EDWIN HANCOCK ENGINEERING COMPANY FOR THE 2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM IN THE NOT-TO-EXCEED AMOUNT OF \$123,980

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

WHEREAS pavement maintenance is one of the core services provided by the Village; and

WHEREAS the 2023 pavement condition index (PCI) ratings are David Drive is rated sixty-five (65), Daniel Drive is rated forty-six (46), Dante Drive is rated sixty-three (63), Dolores Drive is rated twenty-three (23), and Belmont Avenue is rated forty-nine (49).: and

WHEREAS based on the pavement condition index (PCI), geographical location, and the 5-Year Capital Plan, Village Staff has identified these streets for resurfacing in 2025; and

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

WHEREAS Edwin Hancock Engineering Company is one of the short-listed firms; and

WHEREAS Edwin Hancock Engineering Company brings forth a very experienced project team that has successfully provided similar services to the Village, most recently on the 2024 Residential Street Improvements Program; and

WHEREAS the Village requested a proposal from Edwin Hancock Engineering Company; and

WHEREAS the negotiated total construction engineering cost proposal received is in the not-to-exceed amount of \$123,980.00; and

WHEREAS the Village feels confident in hiring Edwin Hancock Engineering Company due to their knowledge, familiarity, and past performances to the Village on past, similar projects.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution authorizing the Execution of a Construction Engineering Services Agreement to Edwin Hancock Engineering Company for the 2025 Residential Street Improvements Program in the not-to-exceed amount of \$123,980.00.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 25, 2025.

APPROVED:

Frank DeSimone, Village President

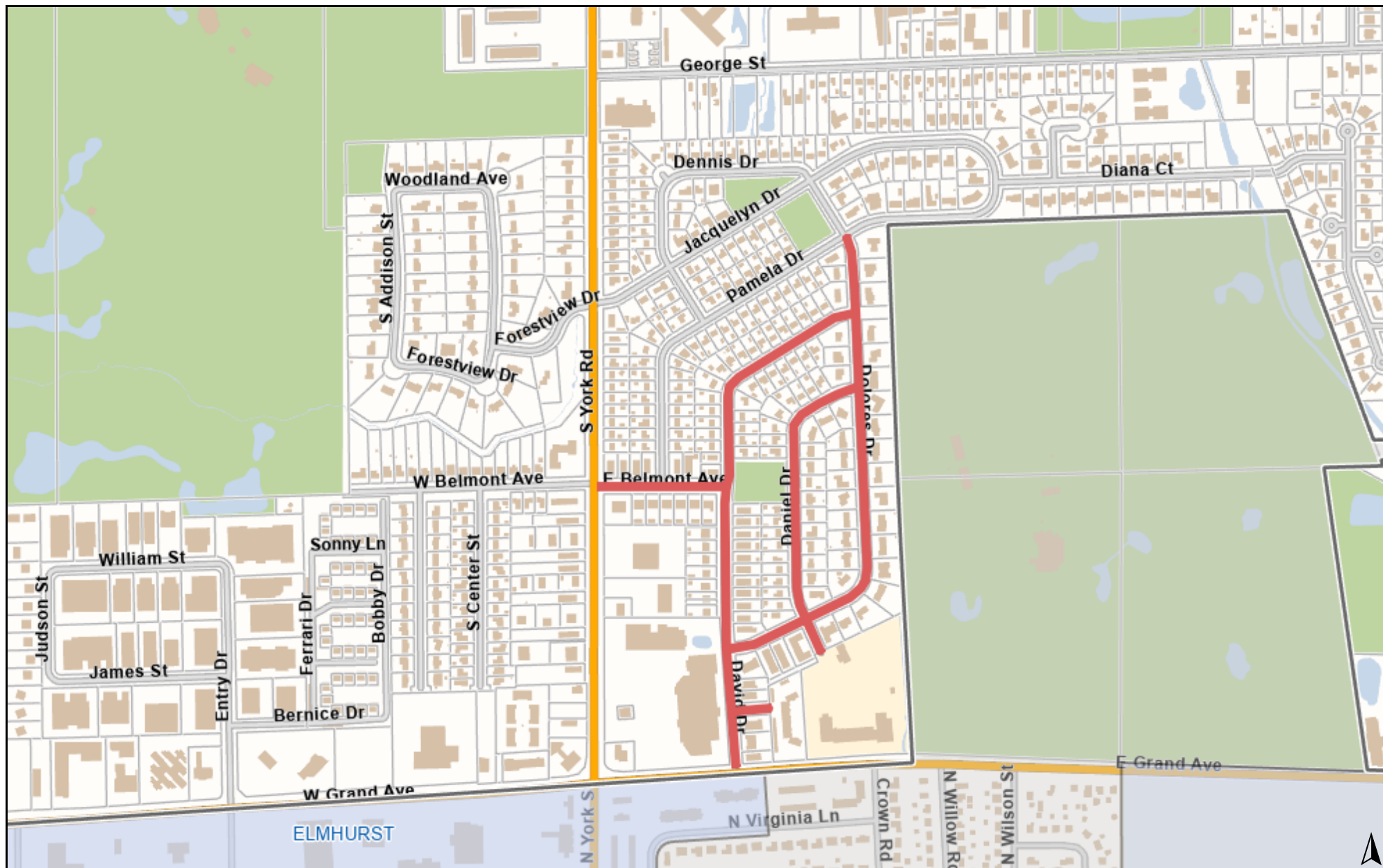
ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



0 1000 2000
ft

Print Date: 10/15/2024

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

February 13, 2025

Bradley Hargett, PE, PLS, CFM
Assistant Village Engineer
Village of Bensenville
12 S Center Street
Bensenville, IL 60106

**Re: 2025 Residential Street Improvements
Construction Engineering Services**

Dear Mr. Hargett:

Hancock Engineering is pleased to submit our proposal for providing professional engineering services to the Village of Bensenville for the 2025 Residential Street Improvements (25.1.01).

Project Understanding

We understand that the Village of Bensenville is seeking a proposal for construction engineering services to enable the village to construct roadway improvements as outlined in the Plans and Specifications prepared for by the Village and dated February 4, 2025.

The improvements will include Full depth and partial depth HMA milling and resurfacing, Class D patching, curb and gutter replacement, driveway replacement, replacement and new sidewalks, structure adjustment/reconstruction and landscape restoration.

We also understand that the project is approximately 1.40 miles (7,376 feet) and will improve the following streets:

- David Drive – Grand Avenue to Dolores Drive
- Daniel Drive – Church Parking Lot to Dolores Drive
- Dante Drive – David Drive to Private Drive
- Dolores Drive – David Drive to Pamela Drive
- Belmont Avenue – York Road to David Drive

Scope of Services

Our proposed scope of services is as follows:

1. A project kick-off meeting will be held with the Village prior to starting the project. Hancock Engineering will become thoroughly familiar with the contract documents and the plans for the project. We will also schedule a pre-construction conference with the Village, Contractor and Sub-Contractors.
2. Provide notifications to residents who will be disturbed by construction. We will supply a 24-hour phone number for each project engineer for inclusion in our notifications. Hancock Engineering will invite residents to supply email addresses which will be used to distribute a weekly construction update.

3. Hancock Engineering will verify the Contractor's construction layout.
4. We will provide a Resident Engineer who will provide construction observation and field checks of materials and equipment on a **full-time continuous** basis. This will include the attendance at any progress meetings necessary to ensure the job is completed smoothly.
5. We will provide an additional field engineer to provide supplemental engineering service when multiple crews are on site or in times of critical operations.
6. We will utilize the services of Testing Service Corporation (TSC) to provide QA Materials testing during the improvements.
7. We will prepare Pay Estimates and Change Orders as necessary, including the review of waivers.
8. We will provide comprehensive documentation and maintain orderly files of correspondence.
9. We will provide efficient close-out. It is our policy to complete a preliminary "Pre-Final" inspection in which we provide the Contractor with a list of deficiencies that must be corrected prior to project close-out. Once these items have been corrected, we will invite the Village to conduct a Final Inspection. If any items are found to need correction, we will provide instruction to the Contractor to correct the issues.

Project Approach

We have been fortunate enough to work with the Village of Bensenville on their Capital Improvement projects for the past few years. These projects have provided us an opportunity to become accustomed with the expectations of the Village and the residents of Bensenville. Like most Villages, the Public Works staff at the Village of Bensenville is very busy. We understand that the Village is fully capable of providing the services outlined in this RFP and have done so in the past. However, it is also understood that the staff at PW is assigned a litany of other important tasks that they are expected to complete each day. To this end, **we plan to make a concerted effort to eliminate any undue burden on staff** concerning this project throughout the entire construction process.

The Village will be invited to be as involved as much as their schedule permits and as they desire, but we will be staffed to operate as a fully-functional independent unit, without the need to involve Village staff with every minute issue that is brought up by the Contractor. Our proposed project team has completed significant work in Bensenville over the past few years and we believe we have a very good grasp on the expectations of the Village allowing us to competently act on behalf of Public Works.

Project Team

Hancock puts emphasis on professional relationships, and we feel this is done best with continuity. To that end, we are proposing to staff this project with our same project team that provided Phase III Engineering services for the recent water main projects.

Position	Name	Experience
Client and Project Manager	Alex Alejandro, P.E. CFM	25+ Years
Resident Engineer:	Tom Gromada	25+ Years

Project Schedule

Hancock Engineering anticipates the following schedule for these projects:

Engineering Task	Project Completion Date
Receive Award of Contract	March 25, 2025 (Assumed)
Kick-Off Meeting with Village	March 26, 2025
Bid Opening	March 4, 2025
Award Roadway Improvements	March 25, 2025
Pre-Construction Meeting	April 10, 2025
Begin Construction Project	April 21, 2025
Complete Construction of Improvements	June 27, 2025
Final Restoration and Project Close-Out Complete	September 27, 2025

Construction Engineering Costs

The following is a breakdown of our expected costs:

Construction Engineering Costs

<u>Client Management</u>	<u>Hours</u>	<u>Rate</u>	<u>Total Cost</u>
Alejandro	40	\$ 160.00	\$ 6,400.00
<u>Preconstruction Engineering Services</u>			
Alejandro	40	\$ 160.00	\$ 6,400.00
Gromada	40	\$ 130.00	\$ 5,200.00
<u>During Construction Engineering Services April - June</u>			
Alejandro	80	\$ 160.00	\$ 12,800.00
Gromada	440	\$ 130.00	\$ 57,200.00
<u>July and August (Punchlist and final most quantities)</u>			
Alejandro	16	\$ 160.00	\$ 2,560.00
Gromada	60	\$ 130.00	\$ 7,800.00
<u>Post Construction (Including Landscaping) Engineering Services</u>			
Alejandro	40	\$ 160.00	\$ 6,400.00
Gromada	120	\$ 130.00	\$ 15,600.00
<u>Total Hancock NTE Cost for CE</u>	676		\$ 120,360.00
QA - Material Testing			\$ 3,620.00
<u>Total NTE Cost for Project</u>			\$ 123,980.00

February 13th, 2025

Village of Bensenville
2025 Residential Street Improvements
Construction Engineering

In addition to our project team, we have included TSC to perform material QA testing services for \$8,500.00. Their proposal has been included as an attachment to this proposal letter.

The total Hourly Rate, Not-To-Exceed cost estimate for this project is **\$123,980**.

We appreciate the opportunity to provide this proposal to the Village of Bensenville for the 2025 Residential Street Improvements project.

If you should have any questions, please feel free to call myself or Chris Baker.

Very truly yours,

EDWIN HANCOCK ENGINEERING CO.



Derek Treichel, P.E.
President

APPROVED BY: _____

Frank DeSimone
Village President

DATE: _____

Enclosures

Hourly Rates

PERSONNEL CLASSIFICATION	(Team Members)	2025 BILLING RATE
ENGINEER –VI	(Alejandro)	\$ 160.00
ENGINEER -V		\$ 148.00
ENGINEER -IV		\$ 138.00
ENGINEER -III	(Gromada)	\$ 130.00
ENGINEER -II		\$ 120.00
ENGINEER -I		\$ 108.00
CADD MANAGER		\$ 130.00
CADD TECHNICIAN -II		\$ 115.00
CADD TECHNICIAN -I		\$ 100.00
ENGINEERING TECHNICIAN – V		\$ 137.00
ENGINEERING TECHNICIAN– IV		\$ 127.00
ENGINEERING TECHNICIAN– III		\$ 95.00
ENGINEERING TECHNICIAN – II		\$ 75.00
ENGINEERING TECHNICIAN – I		\$ 50.00
ADMINISTRATIVE ASSISTANT		\$ 70.00

*All hourly rates include costs for out-of-pocket expenses including mileage, tolls, photocopying, etc. and no additional compensation will be sought for these items. **Hancock Engineering has no hidden fees.***

Note: The Schedule of Hourly Rates are subject to change annually as of March 1st. The most current Schedule of Hourly Rates will be in effect at the date of service.



February 12, 2025

TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600

Mr. Chris Baker
Edwin Hancock Engineering Company
9933 Roosevelt Road
Westchester, IL 60154-2749

RE: P.N. 74,777
Construction Material Engineering
2025 Residential Street Improvement Program
Bensenville, IL

Dear Mr. Baker:

Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Construction Material Engineering for the referenced project. The broad objectives of our work will be to conduct and interpret tests, and to report our findings as directed by Edwin Hancock Engineering Company.

TSC is staffed and equipped to provide any of the following services that may be ordered by you:

- **Field Quality Control Services**
 - Observe proof-rolling operations.
 - Recommend amount of undercut using IDOT cone penetrometer procedure.
 - Perform in-place density tests on engineered fill/backfill and granular base course.
 - Test plastic concrete for slump, air content, temperature, unit weight and cast test cylinders.
 - Establish rolling pattern for bituminous concrete pavement mix with nuclear density gauge.
 - Pickup samples in the field for laboratory tests.
- **Bituminous Concrete Batch Plant Quality Control Services**
 - Daily hot bin and extraction analysis.
 - Sampling and testing of stockpile materials.
 - Check and adjust mixing formulas, as necessary.
 - Check temperatures of bitumen, drum and final mix.
 - Mold Marshall samples and check for stability and flow or determine density of Prepared (HMA) specimen by means of Gyratory Compactor.
 - Other tests as required by current IDOT procedures guide.
- **Portland Cement Concrete Batch Plant Quality Control Services**
 - Verify that current IDOT mix design is being used.
 - Check moisture content of fine aggregate.
 - Perform sieve analysis on stockpiled materials, as required by IDOT criteria.
 - Check the slump, air and temperature of final mix.
 - Other tests, as required by current IDOT procedure guide.
- **Laboratory**
 - Perform laboratory compaction curve for each soil type used.
 - Determine density and thickness for core samples submitted by contractor.
 - Aggregate gradation and soundness analysis.
 - Perform compressive and flexural strength tests for concrete cylinders and beams.
 - Other tests, as required.

- **QA Manager Services**

- Review test results performed by our technicians in accordance with IDOT specification.
- Monitor and schedule site visits to test 20% of the total quantities for HMA and PCC mixes.
- Complete the necessary paperwork for PCC and HMA testing and electronically submit them to IDOT and your office.

TSC's field technicians are represented by Local 150 of the International Union of Operating Engineers. Supervision of the testing, observation, and reporting is provided by a Registered Professional Engineer. Reports will generally be issued on a weekly basis as work progresses. Invoices will be issued monthly, subsequent to the reporting period.

A budget amount of Three Thousand Six Hundred Twenty Dollars (\$3,620.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Edwin Hancock Engineering Company and prior experience on similar projects. TSC's itemized estimate is included in the "Assumptions and Estimated Fee" portion of this proposal. Factors such as weather and contractor efficiency and deviations from minimum testing and observation requirements may significantly impact the CME budget. Our fee is further subject to this proposal being accepted by you on or before December 31, 2025.

The Services performed by TSC under this proposal are now subject to prevailing wage regulations under Illinois law. Prevailing wage rates are established in June by the State of Illinois. Should the established wage be changed between the time of this proposal and the time of work, it will be necessary to revise this proposal so that the rates required by law are properly reflected. Prevailing wage categories are defined as follows:

Material Tester I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

Material Tester II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete and concrete and asphalt batch plants, adjusting proportions of bituminous mixtures.

TSC's fees include TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

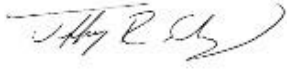
Mr. Chris Baker
Edwin Hancock Engineering Company
9933 Roosevelt Road
Westchester, IL 60154-2749
Tel: (708) 865-0300
Email: cbaker@ehancock.com

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

Respectfully Submitted,

TESTING SERVICE CORPORATION



Jeffrey Schmitz
Project Engineer

Enc: General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

SCHEDULE OF FEES

CONSTRUCTION MATERIALS ENGINEERING SERVICES

ITEM I FIELD SERVICES

A.	Material Tester I	Per Hour: \$	120.00
B.	Material Tester II	Per Hour: \$	125.00
C.	Transportation, Light Vehicle	Per Trip: \$	65.00
	<p>The time is portal-to-portal from the office servicing the project. Increase hourly rate by 1.5 for over 8.0 hours per day on Saturday. Increase hourly rate by 1.7 for Sunday or Holiday work. The minimum trip charge for 0 to 4 hours is four (4) hours and for 4 to 8 hours is eight (8) hours Monday through Friday and eight (8) hours on Saturday and Sunday.</p> <p>Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.</p>		
D.	Use of Nuclear Moisture/Density Gauge	Per Day: \$	50.00
E.	Pickup Concrete Test Samples		
	1. Fewer than 20 Cylinders at Grade Level	Per Trip: \$	150.00
	2. 20 or more Cylinders or Cylinders in Basement or on Elevated Deck or Concrete Beams	Per Trip: \$	200.00
F.	Structural Steel Test Equipment		
	1. Ultrasonic Flaw Detector	Per Day: \$	100.00
	2. Magnetic Particle Yoke	Per Day: \$	50.00
G.	Fire-Proofing		
	1. Cohesion Test Supplies	Per Day: \$	60.00
	2. Density Test	Each: \$	45.00

ITEM II LABORATORY SERVICES

A. Soils

1.	Compaction Curve to establish the Maximum Dry Unit weight and optimum water content		
a.	Modified (AASHTO T180, ASTM D1557)	Each: \$	250.00
b.	Standard (AASHTO T99, ASTM D698)	Each: \$	225.00
c.	Add for Methods B, C, or D	Each: \$	20.00

2. Thin-Walled Tube Samples		
a. Combined Water Content & Dry Unit Weight Determination	Each: \$	20.00
b. Unconfined Compressive Strength	Each: \$	23.00
B. Portland Cement Concrete/Aggregates		
1. Concrete Test Cylinders (4"x8")		
a. Compressive Strength	Each: \$	16.00
b. Spares/Handling Charge	Each: \$	16.00
c. Trim End of Specimen When Necessary	Additional: \$	10.00
2. Concrete Test Cylinders (6"x12")		
a. Compressive Strength	Each: \$	19.00
b. Spares/Handling Charge	Each: \$	19.00
c. Trim End of Specimen When Necessary	Additional: \$	10.00
3. Concrete Beams for Flexural Strength Testing	Each: \$	50.00
4. Mortar Cubes		
a. Compressive Strength	Each: \$	19.00
b. 2" Cube Mold	Per Day: \$	8.00
5. Contractor Made Cylinders	Each: \$	30.00
a. Trim End of Specimen When Necessary	Additional: \$	10.00
6. Evaluation of Mortars for Plain & Reinforced Masonry		
a. Pre-Construction	Each: \$	350.00
b. Cement/Aggregate Ratio	Each: \$	50.00
7. Masonry Block Prisms	Each: \$	50.00
8. Sieve Analysis		
a. Washed w/200 Sieve	Each: \$	110.00
b. Unwashed	Each: \$	85.00
C. Bituminous Concrete		
1. Extraction Analysis		
a. Unwashed	Each: \$	225.00
b. Washed	Each: \$	250.00
2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two \$	225.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each: \$	110.00
4. Determining Asphalt Content by Ignition Oven:	Each: \$	125.00

5. Determining Asphalt Content by Ignition Oven
and Washed Gradation: Each: \$ 220.00

6. Bulk Density of Core Specimens Each: \$ 60.00

ITEM III CONSULTATION AND REPORT PREPARATION

A. Registered Professional Engineer, Principal Per Hour: \$ 200.00

B. Registered Professional Engineer Per Hour: \$ 175.00

C. Graduate Civil Engineer Per Hour: \$ 160.00

D. Daily Engineering Services Per Hour: \$ 160.00

E. Transportation

1. Light Vehicle Trip Charge: \$ 65.00

2. Light Vehicle (Over 100 miles round trip) Per Mile: \$ 0.70

3. Public Transportation Cost + 10%

The above rates are valid through December 31, 2025.

ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on our current cost structure.

Portland Cement Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	12	120.00	\$ 1,440.00
2	Material Tester I (Overtime)	Hour		180.00	\$ 0.00
3	Travel, Light Vehicle	Trip	3	65.00	\$ 195.00
4	Pickup Test Samples	Each	3	150.00	\$ 450.00
5	Concrete Test Cylinders (6" x 12")	Each	12	19.00	\$ 228.00
6	Concrete Test Cylinders (4" x 8")	Each		16.00	\$ 0.00
7	Sieve Analysis, Aggregate	Each		110.00	\$ 0.00
Subtotal					\$ 2,313.00

Estimate Basis – Three site visits to test and sample concrete placed for sidewalks, driveways, and combination curb and gutter.

Bituminous Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	4	120.00	\$ 480.00
2	Material Tester I (Overtime)	Hour		180.00	\$ 0.00
3	Travel, Light Vehicle	Trip	1	65.00	\$ 65.00
4	Pickup Test Samples	Each		110.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day	1	50.00	\$ 50.00
6	Bituminous Concrete Extraction Analysis	Each		225.00	\$ 0.00
7	Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two		225.00	\$ 0.00
8	Density of Core Samples	Each		60.00	\$ 0.00
Subtotal					\$ 595.00

Estimate Basis – One site visit to monitor the compaction of HMA bituminous Surface courses.

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	4	175.00	\$ 700.00
2	QA Manager	Hour		160.00	\$ 0.00
Subtotal					\$ 700.00

TSC's base fee schedule includes up to three copies of each report.

Estimated Total: \$ 3608.00

RECOMMENDED BUDGET: \$ 3620.00

STANDARD TERMS AND CONDITIONS

For purposes of this Agreement, the term Subconsultant shall refer to:

Testing Service Corporation

(Company Name)

RESPONSIBILITY OF SUBCONSULTANT – Subconsultant will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

CHANGES IN SCOPE – Hancock Engineering reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the Subconsultant and Hancock Engineering shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes. No Extra Work shall be undertaken by the Subconsultant without prior written authorization from the Hancock Engineering.

SUSPENSION OF SERVICES – Hancock Engineering may, at any time, by written order to Subconsultant (Suspension of Services Order) require Subconsultant to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Subconsultant shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Hancock Engineering, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order.

TERMINATION – This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Hancock Engineering, under the same terms, whenever Hancock Engineering shall determine that termination is in its best interests. Costs incurred by Subconsultant shall be reimbursed by Hancock Engineering.

GOVERNING LAW, JURISDICTION & VENUE – This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois. Further, the parties agree and consent to the exclusive jurisdiction of the courts of the State of Illinois for all purposes regarding this Agreement and that venue of any action brought hereunder shall be exclusively in Cook County, IL.

COMPLIANCE WITH LAWS – The Subconsultant will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

DELAYS – Subconsultant will not be liable for the delays due to force majeure or any conditions beyond its control.

DISPUTE RESOLUTION – Any dispute under this contract shall be subject to mediation as a condition precedent to litigation.

HAZARDOUS MATERIALS/POLLUTANTS – Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site.

RIGHT OF ACCESS – Subconsultant shall have access to the job site in order to perform its work.

ASSIGNMENT – A party shall not assign its rights or obligations pursuant to this Agreement without the express written permission and consent of the other party.

SURVIVAL – All express representations, waivers, indemnifications, and limitations of liability included in this Agreement shall survive its completion or termination for any reason.

SEVERABILITY – Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Hancock Engineering and Subconsultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision.

STATUTE OF LIMITATIONS – To the fullest extent permitted by the law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence to run, no later than the date of Substantial Completion of this Agreement.

CONFLICTS – If a conflict exists between the Agreement provisions and these Standard Terms and Conditions then these Standard Terms and Conditions shall prevail and control.

STANDARD OF CARE – The standard of care for all professional engineering, survey or related professional services performed or furnished by the Subconsultant under this agreement will be the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

REUSE OF DOCUMENTS – All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Subconsultant pursuant to this Agreement are intended for use on the Project only. They cannot be used by Hancock Engineering or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Subconsultant, shall be at Hancock Engineering's, or others, sole risk.

SUBCONTRACTS – Subconsultant may subcontract portions of the work, but each subcontractor must be approved by Hancock Engineering in writing.

PAYMENT – Hancock Engineering shall be invoiced once each month for work performed during the preceding period. Hancock Engineering will pay each invoice to the Subconsultant within fifteen (15) days of receiving payment from its Client (Village).

INSURANCE – Subconsultant will maintain insurance coverage in the following minimum amounts:

- Professional Liability - \$2,000,000 per claim/aggregate
- General Liability –
 1. 1,000,000 Each Occurrence – Bodily Injury
 2. 1,000,000 Each Occurrence – Property Damage
 3. 2,000,000 Aggregate
- Automotive Liability (including non-ownership and hired car coverage) - \$1,000,000 Per Person/Per Occurrence
- Employer's Liability - \$500,000 Each
- Worker's Compensation – Per Statutory

INDEMNIFICATION

Subconsultant shall indemnify and hold harmless Hancock Engineering from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Subconsultant.

Hancock Engineering shall indemnify and hold harmless Subconsultant under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for person injuries (including death) or property damage arising out of the sole negligent act, error omission of Hancock Engineering.

In the event of joint or concurrent negligence of Subconsultant and Hancock Engineering, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

TYPE:Resolution**SUBMITTED BY:**Brad Hargett**DEPARTMENT:**Public Works**DATE:**March 18, 2025**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Construction Contract to Plote Construction, Inc. of Elgin, IL for the 2025 Residential Street Improvements Program in the not-to-exceed amount of \$1,046,117.66

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

March 18, 2025

BACKGROUND:

The 2025 Residential Street Improvements Program will consist of pavement removal and replacement, full depth pavement patching, spot C&G improvements, spot driveway apron replacement, spot sidewalk replacement including ADA ramps, storm sewer repairs, restoration of turf and pavement markings. The project includes David Drive (Grand Ave. to Dolores Dr.), Daniel Drive (Church Parking Lot to Dolores Dr.), Dante Drive (David Dr. to Private Parking Lot), Dolores Drive (David Dr. to Pamela Dr.), and Belmont Avenue (York Rd. to Pamela Dr.). The Pavement Condition Index evaluation study performed in 2023 indicates the following scores for each segment: David Drive (65), Daniel Drive (46), Dante Drive (63), Dolores Drive (23), and Belmont Avenue (49). Streets have been selected for this year's project by pavement condition index (PCI), geographical location, and the 5-year Capital Plan.

KEY ISSUES:

Bids were received on Tuesday March 4, 2025 for the project. Ten (10) contractors submitted bids for this project. Plote Construction, Inc. submitted the lowest, most responsible bid. A summary of the results is included below.

Contractor	Bid Amount	Rank
Plote Construction, Inc.	\$1,046,117.66	1
Builders Paving, LLC	\$1,050,808.00	2
RW Duntelman Company	\$1,072,788.00	3
Brothers Asphalt Paving, Inc.	\$1,083,400.77	4
Schroeder Asphalt Services, Inc.	\$1,123,696.66	5
Everlast Blacktop, Inc.	\$1,168,789.68	6
Chicagoland Paving, Inc.	\$1,190,000.00	7
Maneval Construction Co., Inc.	\$1,212,472.00	8
M&J Asphalt Paving Co., Inc.	\$1,254,686.86	9
A Lamp Concrete Contractor, Inc.	\$1,298,950.41	10
Engineer's Estimate	\$1,232,369.90	N/A

ALTERNATIVES:

Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of a Resolution Authorizing the Execution of a Construction Contract to Plote Construction, Inc. of Elgin, IL for the 2025 Residential Street Improvements Program in the not-to-exceed amount of \$1,046,117.66

BUDGET IMPACT:

In FY 2025, a total of \$1,500,000 is budgeted for this project in Capital Improvements Fund account #31080810-596000-25101. Adequate funding has been budgeted for this project.

ACTION REQUIRED:

Consideration of a Resolution Authorizing the Execution of a Construction Contract to Plote Construction, Inc. of Elgin, IL for the 2025 Residential Street Improvements Program in the not-to-exceed amount of \$1,046,117.66

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	3/5/2025	Resolution Letter
Location Map	3/5/2025	Backup Material
Bid Tabulations	3/5/2025	Backup Material
Draft Contract	3/5/2025	Backup Material

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT
WITH PLOTE CONSTRUCTION, INC. OF ELGIN, IL FOR THE 2025
RESIDENTIAL STREET IMPROVEMENTS PROGRAM IN THE NOT-TO-
EXCEED AMOUNT OF \$1,046,117.66**

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

WHEREAS pavement maintenance is one of the core services provided by the Village; and

WHEREAS the 2023 pavement condition index (PCI) ratings are David Drive is rated sixty-five (65), Daniel Drive is rated forty-six (46), Dante Drive is rated sixty-three (63), Dolores Drive is rated twenty-three (23), and Belmont Avenue is rated forty-nine (49); and

WHEREAS based on the pavement condition index (PCI), geographical location, and the 5-Year Capital Plan, Village Staff has identified these streets for resurfacing in 2025; and

WHEREAS the project was advertised for bid on February 13, 2025 with a bid opening date of March 4, 2025; and

WHEREAS a total of ten (10) bidders submitted bids on the project; and

WHEREAS Plote Construction, Inc. of Elgin, IL submitted the lowest, most responsible bid at the March 4, 2025 bid opening in the amount of \$1,046,117.66.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution executing a construction contract to Plote Construction, Inc. of Elgin, IL for the 2025 Residential Street Improvements Program in the not-to-exceed amount of \$1,046,117.66.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 25, 2025.

APPROVED:

Frank DeSimone, Village President

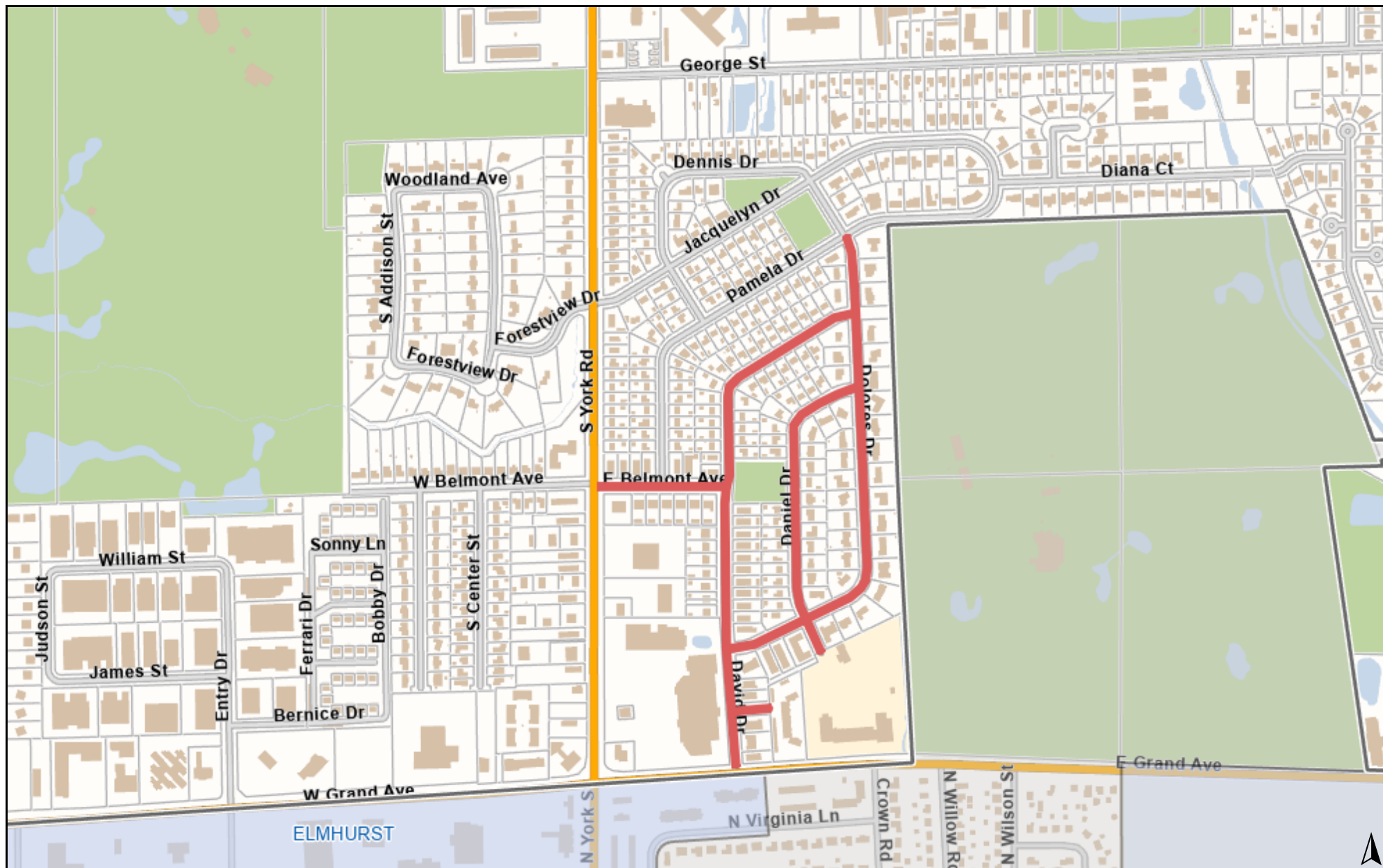
ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



0 1000 2000
ft

Print Date: 10/15/2024

Notes

Disclaimer: The GIS Consortium and MGP Inc. are not liable for any use, misuse, modification or disclosure of any map provided under applicable law. This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a base for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.

Project: 2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM (25.1.01)
 BID TABULATION SHEET
 BIDS OPENED: MARCH 4, 2025 BID AT 11:00 A.M.

ITEM NO.	PAY ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		PLOT CONSTRUCTION, INC.		LOW BID COMPARISON		UNIT PRICE COMPARISON			
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT DIFF.	BID DIFF.	LOW UNIT PRICE	HIGH UNIT PRICE	AVE. UNIT PRICE	WEIGHTED AVE. UNIT PRICE
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	295	\$50.00	\$14,750.00	\$10.00	\$2,950.00	(\$40.00)	(\$11,800.00)	\$10.00	\$108.50	\$40.95	\$36.38
2	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	2,219	\$5.00	\$11,095.00	\$1.00	\$2,219.00	(\$4.00)	(\$8,876.00)	\$0.50	\$4.50	\$2.47	\$2.46
3	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	2,788	\$5.00	\$13,940.00	\$0.10	\$278.80	(\$4.90)	(\$13,661.20)	\$0.10	\$14.00	\$6.85	\$6.80
4	SODDING, SALT TOLERANT	SQ YD	2,788	\$15.00	\$41,820.00	\$19.25	\$53,669.00	\$4.25	\$11,849.00	\$8.32	\$19.25	\$11.99	\$11.54
5	SUPPLEMENTAL WATERING	UNIT	42	\$40.00	\$1,680.00	\$0.10	\$4.20	(\$39.90)	(\$1,675.80)	\$0.01	\$550.00	\$76.01	\$26.26
6	INLET FILTERS	EACH	40	\$175.00	\$7,000.00	\$155.00	\$6,200.00	(\$20.00)	(\$800.00)	\$1.00	\$300.00	\$157.96	\$159.83
7	AGGREGATE FOR TEMPORARY ACCESS	TON	650	\$40.00	\$26,000.00	\$1.00	\$650.00	(\$39.00)	(\$25,350.00)	\$1.00	\$32.00	\$11.60	\$10.38
8	BITUMINOUS MATERIALS (TACK COAT)	POUND	9,986	\$0.40	\$3,994.40	\$0.01	\$99.86	(\$0.39)	(\$3,894.54)	\$0.01	\$0.72	\$0.11	\$0.05
9	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	TON	64	\$500.00	\$32,000.00	\$100.00	\$6,400.00	(\$400.00)	(\$25,600.00)	\$50.00	\$340.00	\$175.50	\$170.63
10	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5,MIX "D", N50	TON	2,629	\$90.00	\$236,610.00	\$85.00	\$223,465.00	(\$5.00)	(\$13,145.00)	\$63.00	\$100.00	\$87.20	\$88.62
11	PROTECTIVE COAT	SQ YD	2,882	\$1.50	\$4,323.00	\$1.00	\$2,882.00	(\$0.50)	(\$1,441.00)	\$0.01	\$4.00	\$1.74	\$1.68
12	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	774	\$80.00	\$61,920.00	\$81.00	\$62,694.00	\$1.00	\$774.00	\$70.00	\$117.00	\$95.84	\$96.43
13	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6,720	\$9.00	\$60,480.00	\$8.75	\$58,800.00	(\$0.25)	(\$1,680.00)	\$8.75	\$11.50	\$9.86	\$9.80
14	DETECTABLE WARNINGS	SQ FT	270	\$40.00	\$10,800.00	\$22.00	\$5,940.00	(\$18.00)	(\$4,860.00)	\$22.00	\$41.60	\$34.76	\$35.50
15	HOT-MIX ASPHALT SURFACE REMOVAL, 1-3/4"	SQ YD	22,190	\$5.00	\$110,950.00	\$4.00	\$88,760.00	(\$1.00)	(\$22,190.00)	\$1.95	\$4.00	\$2.68	\$2.61
16	DRIVEWAY PAVEMENT REMOVAL	SQ YD	2,012	\$12.00	\$24,144.00	\$16.00	\$32,192.00	\$4.00	\$8,048.00	\$8.00	\$22.00	\$15.28	\$15.35
17	SIDEWALK REMOVAL	SQ FT	7,817	\$2.50	\$19,542.50	\$1.25	\$9,771.25	(\$1.25)	(\$9,771.25)	\$1.00	\$2.60	\$1.75	\$1.74
18	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1	\$200.00	\$200.00	\$475.00	\$475.00	\$275.00	\$275.00	\$150.00	\$487.00	\$308.20	\$305.63
19	VALVE BOXES TO BE ADJUSTED	EACH	2	\$600.00	\$1,200.00	\$525.00	\$1,050.00	(\$75.00)	(\$150.00)	\$300.00	\$525.00	\$408.70	\$407.75
20	FRAMES AND GRATES, TYPE 23	EACH	17	\$500.00	\$8,500.00	\$475.00	\$8,075.00	(\$25.00)	(\$425.00)	\$460.00	\$1,060.00	\$574.86	\$528.58
21	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	1	\$500.00	\$500.00	\$425.00	\$425.00	(\$75.00)	(\$75.00)	\$425.00	\$650.00	\$504.80	\$496.63
22	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	19	\$500.00	\$9,500.00	\$425.00	\$8,075.00	(\$75.00)	(\$1,425.00)	\$425.00	\$815.00	\$535.30	\$514.13
23	SIGN PANEL - TYPE 1	SQ FT	186	\$35.00	\$6,510.00	\$17.00	\$3,162.00	(\$18.00)	(\$3,348.00)	\$17.00	\$30.00	\$21.57	\$21.09
24	TELESCOPING STEEL SIGN SUPPORT	FOOT	406	\$25.00	\$10,150.00	\$14.00	\$5,684.00	(\$11.00)	(\$4,466.00)	\$14.00	\$26.00	\$18.56	\$18.20
25	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	921	\$6.00	\$5,526.00	\$2.55	\$2,348.55	(\$3.45)	(\$3,177.45)	\$1.85	\$6.00	\$3.15	\$2.96
26	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	117	\$20.00	\$2,340.00	\$14.00	\$1,638.00	(\$6.00)	(\$702.00)	\$7.25	\$16.00	\$12.38	\$12.57
27	STREET SWEEPING	HOUR	20	\$200.00	\$4,000.00	\$220.00	\$4,400.00	\$20.00	\$400.00	\$50.00	\$280.00	\$171.50	\$173.13
28	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	740	\$50.00	\$37,000.00	\$10.00	\$7,400.00	(\$40.00)	(\$29,600.00)	\$2.00	\$85.00	\$35.10	\$33.00
29	SANITARY MANHOLES TO BE ADJUSTED	EACH	4	\$900.00	\$3,600.00	\$1,100.00	\$4,400.00	\$200.00	\$800.00	\$900.00	\$2,045.00	\$1,479.70	\$1,481.50
30	SANITARY MANHOLES TO BE RECONSTRUCTED	EACH	3	\$2,000.00	\$6,000.00	\$2,225.00	\$6,675.00	\$225.00	\$675.00	\$1,850.00	\$3,550.00	\$2,610.50	\$2,588.13
31	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	17	\$1,000.00	\$17,000.00	\$950.00	\$16,150.00	(\$50.00)	(\$850.00)	\$487.00	\$1,360.00	\$1,042.90	\$1,072.75
32	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5"	SQ YD	1,205	\$70.00	\$84,350.00	\$48.00	\$57,840.00	(\$22.00)	(\$26,510.00)	\$34.00	\$61.00	\$47.70	\$47.75
33	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	6,125	\$35.00	\$214,375.00	\$46.00	\$281,750.00	\$11.00	\$67,375.00	\$38.00	\$50.00	\$44.58	\$44.72
34	CONSTRUCTION LAYOUT	L SUM	1	\$15,000.00	\$15,000.00	\$9,800.00	\$9,800.00	(\$5,200.00)	(\$5,200.00)	\$4,000.00	\$11,000.00	\$7,565.00	\$7,581.25
35	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	22	\$600.00	\$13,200.00	\$650.00	\$14,300.00	\$50.00	\$1,100.00	\$400.00	\$650.00	\$497.90	\$491.13
36	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	3	\$1,600.00	\$4,800.00	\$1,900.00	\$5,700.00	\$300.00	\$900.00	\$1,250.00	\$2,800.00	\$1,704.50	\$1,624.38
37	DRAINAGE STRUCTURES TO BE CLEANED	EACH	19	\$600.00	\$11,400.00	\$200.00	\$3,800.00	(\$400.00)	(\$7,600.00)	\$200.00	\$550.00	\$363.40	\$360.50
38	DUST CONTROL WATERING	UNIT	5	\$200.00	\$1,000.00	\$1.00	\$5.00	(\$199.00)	(\$995.00)	\$0.01	\$550.00	\$145.10	\$112.63
39	CONTAMINATED WASTE DISPOSAL	CU YD	50	\$120.00	\$6,000.00	\$25.00	\$1,250.00	(\$95.00)	(\$4,750.00)	\$1.00	\$150.00	\$67.60	\$65.63
40	CLASS D PATCHES, 2 INCH, SPECIAL	SQ YD	675	\$50.00	\$33,750.00	\$23.00	\$15,525.00	(\$27.00)	(\$18,225.00)	\$15.00	\$24.00	\$19.60	\$19.63

Project: 2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM (25.1.01)

BID TABULATION SHEET

BIDS OPENED: MARCH 4, 2025 BID AT 11:00 A.M.

				ENGINEER'S ESTIMATE		PLOTTE CONSTRUCTION, INC.		LOW BID COMPARISON		UNIT PRICE COMPARISON			
ITEM NO.	PAY ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT DIFF.	BID DIFF.	LOW UNIT PRICE	HIGH UNIT PRICE	AVE. UNIT PRICE	WEIGHTED AVE. UNIT PRICE
41	CLASS D PATCHES, 3 INCH, SPECIAL	SQ YD	165	\$53.00	\$8,745.00	\$35.00	\$5,775.00	(\$18.00)	(\$2,970.00)	\$18.00	\$40.00	\$29.42	\$29.52
42	CLASS D PATCHES, 4 INCH, SPECIAL	SQ YD	25	\$55.00	\$1,375.00	\$46.00	\$1,150.00	(\$9.00)	(\$225.00)	\$25.00	\$155.00	\$53.00	\$43.75
43	CLASS D PATCHES, 5 INCH, SPECIAL	SQ YD	255	\$60.00	\$15,300.00	\$58.00	\$14,790.00	(\$2.00)	(\$510.00)	\$30.00	\$58.00	\$44.87	\$45.08
44	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$30,000.00	\$30,000.00	\$7,500.00	\$7,500.00	(\$22,500.00)	(\$22,500.00)	\$7,500.00	\$203,450.00	\$68,390.73	\$59,119.66
TOTAL:					\$1,232,369.90								
(1) BIDDER'S HAND ENTERED TOTAL BID						(1)	\$1,046,117.66						
(2) SUMMATION OF HAND ENTERED TOTALS EXTENDED:						(2)	\$1,046,117.66						
(3) DIFFERENCE IN BID SUMMATIONS:						(3)	\$0.00						
(4) ACTUAL ENTERED BID:						(4)	\$1,046,117.66						

Project: 2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM (25.1.01)
 BID TABULATION SHEET
 BIDS OPENED: MARCH 4, 2025 BID AT 11:00 A.M.

ITEM NO.	PAY ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		PLOTTE CONSTRUCTION, INC.		BUILDERS PAVING, LLC		RW DUNTEMAN COMPANY		BROTHERS ASPHALT PAVING, INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	295	\$50.00	\$14,750.00	\$10.00	\$2,950.00	\$20.00	\$5,900.00	\$108.50	\$32,007.50	\$50.00	\$14,750.00
2	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	2,219	\$5.00	\$11,095.00	\$1.00	\$2,219.00	\$0.50	\$1,109.50	\$4.50	\$9,985.50	\$3.00	\$6,657.00
3	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	2,788	\$5.00	\$13,940.00	\$0.10	\$278.80	\$8.00	\$22,304.00	\$8.00	\$22,304.00	\$8.32	\$23,196.16
4	SODDING, SALT TOLERANT	SQ YD	2,788	\$15.00	\$41,820.00	\$19.25	\$53,669.00	\$10.75	\$29,971.00	\$10.75	\$29,971.00	\$8.32	\$23,196.16
5	SUPPLEMENTAL WATERING	UNIT	42	\$40.00	\$1,680.00	\$0.10	\$4.20	\$1.00	\$42.00	\$1.00	\$42.00	\$104.00	\$4,368.00
6	INLET FILTERS	EACH	40	\$175.00	\$7,000.00	\$155.00	\$6,200.00	\$150.00	\$6,000.00	\$165.00	\$6,600.00	\$171.60	\$6,864.00
7	AGGREGATE FOR TEMPORARY ACCESS	TON	650	\$40.00	\$26,000.00	\$1.00	\$650.00	\$1.00	\$650.00	\$3.00	\$1,950.00	\$13.00	\$8,450.00
8	BITUMINOUS MATERIALS (TACK COAT)	POUND	9,986	\$0.40	\$3,994.40	\$0.01	\$99.86	\$0.01	\$99.86	\$0.72	\$7,189.92	\$0.20	\$1,997.20
9	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	TON	64	\$500.00	\$32,000.00	\$100.00	\$6,400.00	\$200.00	\$12,800.00	\$340.00	\$21,760.00	\$300.00	\$19,200.00
10	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5,MIX "D", N50	TON	2,629	\$90.00	\$236,610.00	\$85.00	\$223,465.00	\$63.00	\$165,627.00	\$79.00	\$207,691.00	\$83.00	\$218,207.00
11	PROTECTIVE COAT	SQ YD	2,882	\$1.50	\$4,323.00	\$1.00	\$2,882.00	\$0.01	\$28.82	\$0.70	\$2,017.40	\$0.02	\$57.64
12	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	774	\$80.00	\$61,920.00	\$81.00	\$62,694.00	\$76.00	\$58,824.00	\$70.00	\$54,180.00	\$93.60	\$72,446.40
13	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6,720	\$9.00	\$60,480.00	\$8.75	\$58,800.00	\$10.00	\$67,200.00	\$9.25	\$62,160.00	\$9.46	\$63,571.20
14	DETECTABLE WARNINGS	SQ FT	270	\$40.00	\$10,800.00	\$22.00	\$5,940.00	\$35.00	\$9,450.00	\$35.00	\$9,450.00	\$41.60	\$11,232.00
15	HOT-MIX ASPHALT SURFACE REMOVAL, 1-3/4"	SQ YD	22,190	\$5.00	\$110,950.00	\$4.00	\$88,760.00	\$3.25	\$72,117.50	\$2.50	\$55,475.00	\$2.20	\$48,818.00
16	DRIVEWAY PAVEMENT REMOVAL	SQ YD	2,012	\$12.00	\$24,144.00	\$16.00	\$32,192.00	\$22.00	\$44,264.00	\$19.50	\$39,234.00	\$15.80	\$31,789.60
17	SIDEWALK REMOVAL	SQ FT	7,817	\$2.50	\$19,542.50	\$1.25	\$9,771.25	\$1.05	\$8,207.85	\$2.50	\$19,542.50	\$2.60	\$20,324.20
18	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1	\$200.00	\$200.00	\$475.00	\$475.00	\$150.00	\$150.00	\$250.00	\$250.00	\$260.00	\$260.00
19	VALVE BOXES TO BE ADJUSTED	EACH	2	\$600.00	\$1,200.00	\$525.00	\$1,050.00	\$350.00	\$700.00	\$385.00	\$770.00	\$400.00	\$800.00
20	FRAMES AND GRATES, TYPE 23	EACH	17	\$500.00	\$8,500.00	\$475.00	\$8,075.00	\$460.00	\$7,820.00	\$465.00	\$7,905.00	\$483.60	\$8,221.20
21	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	1	\$500.00	\$500.00	\$425.00	\$425.00	\$450.00	\$450.00	\$450.00	\$450.00	\$468.00	\$468.00
22	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	19	\$500.00	\$9,500.00	\$425.00	\$8,075.00	\$450.00	\$8,550.00	\$450.00	\$8,550.00	\$468.00	\$8,892.00
23	SIGN PANEL - TYPE 1	SQ FT	186	\$35.00	\$6,510.00	\$17.00	\$3,162.00	\$17.00	\$3,162.00	\$23.00	\$4,278.00	\$17.68	\$3,288.48
24	TELESCOPING STEEL SIGN SUPPORT	FOOT	406	\$25.00	\$10,150.00	\$14.00	\$5,684.00	\$14.00	\$5,684.00	\$18.00	\$7,308.00	\$14.56	\$5,911.36
25	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	921	\$6.00	\$5,526.00	\$2.55	\$2,348.55	\$2.55	\$2,348.55	\$1.85	\$1,703.85	\$2.65	\$2,440.65
26	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	117	\$20.00	\$2,340.00	\$14.00	\$1,638.00	\$14.00	\$1,638.00	\$7.25	\$848.25	\$14.56	\$1,703.52
27	STREET SWEEPING	HOURL	20	\$200.00	\$4,000.00	\$220.00	\$4,400.00	\$100.00	\$2,000.00	\$170.00	\$3,400.00	\$170.00	\$3,400.00
28	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	740	\$50.00	\$37,000.00	\$10.00	\$7,400.00	\$2.00	\$1,480.00	\$7.00	\$5,180.00	\$50.00	\$37,000.00
29	SANITARY MANHOLES TO BE ADJUSTED	EACH	4	\$900.00	\$3,600.00	\$1,100.00	\$4,400.00	\$1,550.00	\$6,200.00	\$1,550.00	\$6,200.00	\$1,612.00	\$6,448.00
30	SANITARY MANHOLES TO BE RECONSTRUCTED	EACH	3	\$2,000.00	\$6,000.00	\$2,225.00	\$6,675.00	\$1,850.00	\$5,550.00	\$2,125.00	\$6,375.00	\$2,210.00	\$6,630.00
31	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	17	\$1,000.00	\$17,000.00	\$950.00	\$16,150.00	\$1,000.00	\$17,000.00	\$1,050.00	\$17,850.00	\$1,092.00	\$18,564.00
32	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5"	SQ YD	1,205	\$70.00	\$84,350.00	\$48.00	\$57,840.00	\$55.00	\$66,275.00	\$43.00	\$51,815.00	\$50.00	\$60,250.00
33	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	6,125	\$35.00	\$214,375.00	\$46.00	\$281,750.00	\$40.00	\$245,000.00	\$38.00	\$232,750.00	\$42.00	\$257,250.00
34	CONSTRUCTION LAYOUT	L SUM	1	\$15,000.00	\$15,000.00	\$9,800.00	\$9,800.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
35	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	22	\$600.00	\$13,200.00	\$650.00	\$14,300.00	\$425.00	\$9,350.00	\$425.00	\$9,350.00	\$442.00	\$9,724.00
36	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	3	\$1,600.00	\$4,800.00	\$1,900.00	\$5,700.00	\$1,250.00	\$3,750.00	\$1,250.00	\$3,750.00	\$1,300.00	\$3,900.00
37	DRAINAGE STRUCTURES TO BE CLEANED	EACH	19	\$600.00	\$11,400.00	\$200.00	\$3,800.00	\$350.00	\$6,650.00	\$350.00	\$6,650.00	\$364.00	\$6,916.00
38	DUST CONTROL WATERING	UNIT	5	\$200.00	\$1,000.00	\$1.00	\$5.00	\$100.00	\$500.00	\$175.00	\$875.00	\$100.00	\$500.00
39	CONTAMINATED WASTE DISPOSAL	CU YD	50	\$120.00	\$6,000.00	\$25.00	\$1,250.00	\$45.00	\$2,250.00	\$90.00	\$4,500.00	\$150.00	\$7,500.00
40	CLASS D PATCHES, 2 INCH, SPECIAL	SQ YD	675	\$50.00	\$33,750.00	\$23.00	\$15,525.00	\$22.00	\$14,850.00	\$22.00	\$14,850.00	\$20.00	\$13,500.00

Project: 2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM (25.1.01)
 BID TABULATION SHEET
 BIDS OPENED: MARCH 4, 2025 BID AT 11:00 A.M.

ITEM NO.	PAY ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		PLOTE CONSTRUCTION, INC.		BUILDERS PAVING, LLC		RW DUNTEMAN COMPANY		BROTHERS ASPHALT PAVING, INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
41	CLASS D PATCHES, 3 INCH, SPECIAL	SQ YD	165	\$53.00	\$8,745.00	\$35.00	\$5,775.00	\$40.00	\$6,600.00	\$35.00	\$5,775.00	\$25.00	\$4,125.00
42	CLASS D PATCHES, 4 INCH, SPECIAL	SQ YD	25	\$55.00	\$1,375.00	\$46.00	\$1,150.00	\$60.00	\$1,500.00	\$55.00	\$1,375.00	\$30.00	\$750.00
43	CLASS D PATCHES, 5 INCH, SPECIAL	SQ YD	255	\$60.00	\$15,300.00	\$58.00	\$14,790.00	\$45.00	\$11,475.00	\$57.00	\$14,535.00	\$40.00	\$10,200.00
44	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$30,000.00	\$30,000.00	\$7,500.00	\$7,500.00	\$111,279.92	\$111,279.92	\$68,935.08	\$68,935.08	\$24,634.00	\$24,634.00
TOTAL:					\$1,232,369.90								
(1) BIDDER'S HAND ENTERED TOTAL BID						(1)	\$1,046,117.66	(1)	\$1,050,808.00	(1)	\$1,072,788.00	(1)	\$1,083,400.77
(2) SUMMATION OF HAND ENTERED TOTALS EXTENDED:						(2)	\$1,046,117.66	(2)	\$1,050,808.00	(2)	\$1,072,788.00	(2)	\$1,083,400.77
(3) DIFFERENCE IN BID SUMMATIONS:						(3)	\$0.00	(3)	\$0.00	(3)	\$0.00	(3)	\$0.00
(4) ACTUAL ENTERED BID:						(4)	\$1,046,117.66	(4)	\$1,050,808.00	(4)	\$1,072,788.00	(4)	\$1,083,400.77

ITEM NO.	PAY ITEM	UNIT	QUANTITY	SCHROEDER ASPHALT SERVICES, INC.		EVERLAST BLACKTOP, INC.		CHICAGOLAND PAVING CONTRACTORS, INC.		MANEVAL CONSTRUCTION COMPANY, INC.		M&J ASPHALT PAVING COMPANY, INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	295	\$45.00	\$13,275.00	\$41.00	\$12,095.00	\$20.00	\$5,900.00	\$45.00	\$13,275.00	\$40.00	\$11,800.00
2	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	2,219	\$2.25	\$4,992.75	\$1.90	\$4,216.10	\$1.00	\$2,219.00	\$2.00	\$4,438.00	\$4.50	\$9,985.50
3	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	2,788	\$8.80	\$24,534.40	\$5.00	\$13,940.00	\$5.00	\$13,940.00	\$5.00	\$13,940.00	\$14.00	\$39,032.00
4	SODDING, SALT TOLERANT	SQ YD	2,788	\$11.85	\$33,037.80	\$11.00	\$30,668.00	\$15.00	\$41,820.00	\$10.00	\$27,880.00	\$12.00	\$33,456.00
5	SUPPLEMENTAL WATERING	UNIT	42	\$2.00	\$84.00	\$1.00	\$42.00	\$0.01	\$0.42	\$550.00	\$23,100.00	\$100.00	\$4,200.00
6	INLET FILTERS	EACH	40	\$182.00	\$7,280.00	\$1.00	\$40.00	\$175.00	\$7,000.00	\$300.00	\$12,000.00	\$265.00	\$10,600.00
7	AGGREGATE FOR TEMPORARY ACCESS	TON	650	\$3.00	\$1,950.00	\$32.00	\$20,800.00	\$10.00	\$6,500.00	\$27.00	\$17,550.00	\$25.00	\$16,250.00
8	BITUMINOUS MATERIALS (TACK COAT)	POUND	9,986	\$0.01	\$99.86	\$0.01	\$99.86	\$0.01	\$99.86	\$0.10	\$998.60	\$0.01	\$99.86
9	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	TON	64	\$225.00	\$14,400.00	\$97.00	\$6,208.00	\$50.00	\$3,200.00	\$73.00	\$4,672.00	\$270.00	\$17,280.00
10	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5,MIX "D", N50	TON	2,629	\$89.00	\$233,981.00	\$87.48	\$229,984.92	\$100.00	\$262,900.00	\$100.00	\$262,900.00	\$89.00	\$233,981.00
11	PROTECTIVE COAT	SQ YD	2,882	\$1.10	\$3,170.20	\$4.00	\$11,528.00	\$2.60	\$7,493.20	\$3.00	\$8,646.00	\$4.00	\$11,528.00
12	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	774	\$97.80	\$75,697.20	\$117.00	\$90,558.00	\$115.00	\$89,010.00	\$111.00	\$85,914.00	\$90.00	\$69,660.00
13	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6,720	\$10.15	\$68,208.00	\$11.50	\$77,280.00	\$10.00	\$67,200.00	\$10.50	\$70,560.00	\$9.00	\$60,480.00
14	DETECTABLE WARNINGS	SQ FT	270	\$38.50	\$10,395.00	\$40.00	\$10,800.00	\$36.50	\$9,855.00	\$40.00	\$10,800.00	\$34.00	\$9,180.00
15	HOT-MIX ASPHALT SURFACE REMOVAL, 1-3/4"	SQ YD	22,190	\$1.95	\$43,270.50	\$2.25	\$49,927.50	\$2.50	\$55,475.00	\$3.00	\$66,570.00	\$2.50	\$55,475.00
16	DRIVEWAY PAVEMENT REMOVAL	SQ YD	2,012	\$16.00	\$32,192.00	\$14.00	\$28,168.00	\$12.50	\$25,150.00	\$8.00	\$16,096.00	\$17.00	\$34,204.00
17	SIDEWALK REMOVAL	SQ FT	7,817	\$1.65	\$12,898.05	\$1.80	\$14,070.60	\$1.00	\$7,817.00	\$2.00	\$15,634.00	\$2.00	\$15,634.00
18	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1	\$275.00	\$275.00	\$300.00	\$300.00	\$265.00	\$265.00	\$487.00	\$487.00	\$320.00	\$320.00
19	VALVE BOXES TO BE ADJUSTED	EACH	2	\$425.00	\$850.00	\$300.00	\$600.00	\$405.00	\$810.00	\$487.00	\$974.00	\$360.00	\$720.00
20	FRAMES AND GRATES, TYPE 23	EACH	17	\$510.00	\$8,670.00	\$650.00	\$11,050.00	\$490.00	\$8,330.00	\$605.00	\$10,285.00	\$1,060.00	\$18,020.00
21	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	1	\$495.00	\$495.00	\$650.00	\$650.00	\$475.00	\$475.00	\$550.00	\$550.00	\$635.00	\$635.00
22	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	19	\$495.00	\$9,405.00	\$650.00	\$12,350.00	\$475.00	\$9,025.00	\$550.00	\$10,450.00	\$815.00	\$15,485.00
23	SIGN PANEL - TYPE 1	SQ FT	186	\$27.00	\$5,022.00	\$30.00	\$5,580.00	\$20.00	\$3,720.00	\$21.00	\$3,906.00	\$18.00	\$3,348.00
24	TELESCOPING STEEL SIGN SUPPORT	FOOT	406	\$18.00	\$7,308.00	\$26.00	\$10,556.00	\$16.00	\$6,496.00	\$25.00	\$10,150.00	\$15.00	\$6,090.00
25	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	921	\$4.40	\$4,052.40	\$3.00	\$2,763.00	\$2.50	\$2,302.50	\$4.00	\$3,684.00	\$6.00	\$5,526.00
26	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	117	\$13.00	\$1,521.00	\$8.00	\$936.00	\$14.00	\$1,638.00	\$16.00	\$1,872.00	\$15.00	\$1,755.00
27	STREET SWEEPING	HOURL	20	\$170.00	\$3,400.00	\$280.00	\$5,600.00	\$50.00	\$1,000.00	\$150.00	\$3,000.00	\$170.00	\$3,400.00
28	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	740	\$60.00	\$44,400.00	\$57.00	\$42,180.00	\$20.00	\$14,800.00	\$40.00	\$29,600.00	\$85.00	\$62,900.00
29	SANITARY MANHOLES TO BE ADJUSTED	EACH	4	\$1,700.00	\$6,800.00	\$900.00	\$3,600.00	\$1,630.00	\$6,520.00	\$1,635.00	\$6,540.00	\$2,045.00	\$8,180.00
30	SANITARY MANHOLES TO BE RECONSTRUCTED	EACH	3	\$2,335.00	\$7,005.00	\$2,800.00	\$8,400.00	\$2,250.00	\$6,750.00	\$3,310.00	\$9,930.00	\$3,450.00	\$10,350.00
31	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	17	\$1,150.00	\$19,550.00	\$1,100.00	\$18,700.00	\$1,115.00	\$18,955.00	\$487.00	\$8,279.00	\$1,360.00	\$23,120.00
32	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5"	SQ YD	1,205	\$61.00	\$73,505.00	\$34.00	\$40,970.00	\$50.00	\$60,250.00	\$52.00	\$62,660.00	\$35.00	\$42,175.00
33	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	6,125	\$40.00	\$245,000.00	\$48.00	\$294,000.00	\$46.75	\$286,343.75	\$50.00	\$306,250.00	\$49.00	\$300,125.00
34	CONSTRUCTION LAYOUT	L SUM	1	\$11,000.00	\$11,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$11,000.00	\$11,000.00	\$9,500.00	\$9,500.00
35	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	22	\$470.00	\$10,340.00	\$400.00	\$8,800.00	\$450.00	\$9,900.00	\$487.00	\$10,714.00	\$580.00	\$12,760.00
36	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	3	\$1,375.00	\$4,125.00	\$2,800.00	\$8,400.00	\$1,325.00	\$3,975.00	\$2,165.00	\$6,495.00	\$1,680.00	\$5,040.00
37	DRAINAGE STRUCTURES TO BE CLEANED	EACH	19	\$385.00	\$7,315.00	\$310.00	\$5,890.00	\$370.00	\$7,030.00	\$205.00	\$3,895.00	\$550.00	\$10,450.00
38	DUST CONTROL WATERING	UNIT	5	\$250.00	\$1,250.00	\$100.00	\$500.00	\$0.01	\$0.05	\$550.00	\$2,750.00	\$150.00	\$750.00
39	CONTAMINATED WASTE DISPOSAL	CU YD	50	\$1.00	\$50.00	\$90.00	\$4,500.00	\$50.00	\$2,500.00	\$55.00	\$2,750.00	\$90.00	\$4,500.00
40	CLASS D PATCHES, 2 INCH, SPECIAL	SQ YD	675	\$19.50	\$13,162.50	\$18.00	\$12,150.00	\$15.00	\$10,125.00	\$15.00	\$10,125.00	\$17.50	\$11,812.50

Project: 2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM (25.1.01)

BID TABULATION SHEET

BIDS OPENED: MARCH 4, 2025 BID AT 11:00 A.M.

ITEM NO.	PAY ITEM	UNIT	QUANTITY	SCHROEDER ASPHALT SERVICES, INC.		EVERLAST BLACKTOP, INC.		CHICAGOLAND PAVING CONTRACTORS, INC.		MANEVAL CONSTRUCTION COMPANY, INC.		M&J ASPHALT PAVING COMPANY, INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
41	CLASS D PATCHES, 3 INCH, SPECIAL	SQ YD	165	\$28.00	\$4,620.00	\$22.68	\$3,742.20	\$18.00	\$2,970.00	\$35.00	\$5,775.00	\$27.00	\$4,455.00
42	CLASS D PATCHES, 4 INCH, SPECIAL	SQ YD	25	\$45.00	\$1,125.00	\$28.00	\$700.00	\$25.00	\$625.00	\$155.00	\$3,875.00	\$38.00	\$950.00
43	CLASS D PATCHES, 5 INCH, SPECIAL	SQ YD	255	\$47.00	\$11,985.00	\$39.67	\$10,115.85	\$30.00	\$7,650.00	\$38.00	\$9,690.00	\$45.00	\$11,475.00
44	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$42,000.00	\$42,000.00	\$50,330.65	\$50,330.65	\$105,965.22	\$105,965.22	\$21,812.40	\$21,812.40	\$48,000.00	\$48,000.00
TOTAL:													
(1) BIDDER'S HAND ENTERED TOTAL BID				(1)	\$1,123,696.66	(1)	\$1,168,789.68	(1)	\$1,190,000.00	(1)	\$1,212,472.00	(1)	\$1,254,686.86
(2) SUMMATION OF HAND ENTERED TOTALS EXTENDED:				(2)	\$1,123,696.66	(2)	\$1,168,789.68	(2)	\$1,190,000.00	(2)	\$1,212,472.00	(2)	\$1,254,686.86
(3) DIFFERENCE IN BID SUMMATIONS:				(3)	\$0.00	(3)	\$0.00	(3)	\$0.00	(3)	\$0.00	(3)	\$0.00
(4) ACTUAL ENTERED BID:				(4)	\$1,123,696.66	(4)	\$1,168,789.68	(4)	\$1,190,000.00	(4)	\$1,212,472.00	(4)	\$1,254,686.86

Project: 2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM (25.1.01)

BID TABULATION SHEET

BIDS OPENED: MARCH 4, 2025 BID AT 11:00 A.M.

ITEM NO.	PAY ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		A LAMP CONCRETE CONTRACTORS, INC.	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	295	\$50.00	\$14,750.00	\$30.00	\$8,850.00
2	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	2,219	\$5.00	\$11,095.00	\$4.00	\$8,876.00
3	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	2,788	\$5.00	\$13,940.00	\$6.25	\$17,425.00
4	SODDING, SALT TOLERANT	SQ YD	2,788	\$15.00	\$41,820.00	\$11.00	\$30,668.00
5	SUPPLEMENTAL WATERING	UNIT	42	\$40.00	\$1,680.00	\$1.00	\$42.00
6	INLET FILTERS	EACH	40	\$175.00	\$7,000.00	\$15.00	\$600.00
7	AGGREGATE FOR TEMPORARY ACCESS	TON	650	\$40.00	\$26,000.00	\$1.00	\$650.00
8	BITUMINOUS MATERIALS (TACK COAT)	POUND	9,986	\$0.40	\$3,994.40	\$0.01	\$99.86
9	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	TON	64	\$500.00	\$32,000.00	\$100.00	\$6,400.00
10	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5,MIX "D", N50	TON	2,629	\$90.00	\$236,610.00	\$96.50	\$253,698.50
11	PROTECTIVE COAT	SQ YD	2,882	\$1.50	\$4,323.00	\$1.00	\$2,882.00
12	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	774	\$80.00	\$61,920.00	\$107.00	\$82,818.00
13	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6,720	\$9.00	\$60,480.00	\$10.00	\$67,200.00
14	DETECTABLE WARNINGS	SQ FT	270	\$40.00	\$10,800.00	\$25.00	\$6,750.00
15	HOT-MIX ASPHALT SURFACE REMOVAL, 1-3/4"	SQ YD	22,190	\$5.00	\$110,950.00	\$2.65	\$58,803.50
16	DRIVEWAY PAVEMENT REMOVAL	SQ YD	2,012	\$12.00	\$24,144.00	\$12.00	\$24,144.00
17	SIDEWALK REMOVAL	SQ FT	7,817	\$2.50	\$19,542.50	\$1.65	\$12,898.05
18	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1	\$200.00	\$200.00	\$300.00	\$300.00
19	VALVE BOXES TO BE ADJUSTED	EACH	2	\$600.00	\$1,200.00	\$450.00	\$900.00
20	FRAMES AND GRATES, TYPE 23	EACH	17	\$500.00	\$8,500.00	\$550.00	\$9,350.00
21	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	1	\$500.00	\$500.00	\$450.00	\$450.00
22	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	19	\$500.00	\$9,500.00	\$575.00	\$10,925.00
23	SIGN PANEL - TYPE 1	SQ FT	186	\$35.00	\$6,510.00	\$25.00	\$4,650.00
24	TELESCOPING STEEL SIGN SUPPORT	FOOT	406	\$25.00	\$10,150.00	\$25.00	\$10,150.00
25	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	921	\$6.00	\$5,526.00	\$2.00	\$1,842.00
26	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	117	\$20.00	\$2,340.00	\$8.00	\$936.00
27	STREET SWEEPING	HOURL	20	\$200.00	\$4,000.00	\$235.00	\$4,700.00
28	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	740	\$50.00	\$37,000.00	\$20.00	\$14,800.00
29	SANITARY MANHOLES TO BE ADJUSTED	EACH	4	\$900.00	\$3,600.00	\$1,075.00	\$4,300.00
30	SANITARY MANHOLES TO BE RECONSTRUCTED	EACH	3	\$2,000.00	\$6,000.00	\$3,550.00	\$10,650.00
31	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	17	\$1,000.00	\$17,000.00	\$1,125.00	\$19,125.00
32	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5"	SQ YD	1,205	\$70.00	\$84,350.00	\$49.00	\$59,045.00
33	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	6,125	\$35.00	\$214,375.00	\$46.00	\$281,750.00
34	CONSTRUCTION LAYOUT	L SUM	1	\$15,000.00	\$15,000.00	\$9,350.00	\$9,350.00
35	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	22	\$600.00	\$13,200.00	\$650.00	\$14,300.00
36	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	3	\$1,600.00	\$4,800.00	\$2,000.00	\$6,000.00
37	DRAINAGE STRUCTURES TO BE CLEANED	EACH	19	\$600.00	\$11,400.00	\$550.00	\$10,450.00
38	DUST CONTROL WATERING	UNIT	5	\$200.00	\$1,000.00	\$25.00	\$125.00
39	CONTAMINATED WASTE DISPOSAL	CU YD	50	\$120.00	\$6,000.00	\$80.00	\$4,000.00
40	CLASS D PATCHES, 2 INCH, SPECIAL	SQ YD	675	\$50.00	\$33,750.00	\$24.00	\$16,200.00

Project: 2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM (25.1.01)

BID TABULATION SHEET

BIDS OPENED: MARCH 4, 2025 BID AT 11:00 A.M.

				ENGINEER'S ESTIMATE		A LAMP CONCRETE CONTRACTORS, INC.	
ITEM NO.	PAY ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
41	CLASS D PATCHES, 3 INCH, SPECIAL	SQ YD	165	\$53.00	\$8,745.00	\$28.50	\$4,702.50
42	CLASS D PATCHES, 4 INCH, SPECIAL	SQ YD	25	\$55.00	\$1,375.00	\$48.00	\$1,200.00
43	CLASS D PATCHES, 5 INCH, SPECIAL	SQ YD	255	\$60.00	\$15,300.00	\$49.00	\$12,495.00
44	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$30,000.00	\$30,000.00	\$203,450.00	\$203,450.00
TOTAL:					\$1,232,369.90		
(1) BIDDER'S HAND ENTERED TOTAL BID						(1)	\$1,298,950.41
(2) SUMMATION OF HAND ENTERED TOTALS EXTENDED:						(2)	\$1,298,950.41
(3) DIFFERENCE IN BID SUMMATIONS:						(3)	\$0.00
(4) ACTUAL ENTERED BID:						(4)	\$1,298,950.41

PROPOSAL SUBMITTED BY:

Plote Construction, Inc.

Contractor's Name

1100 Brandt Drive

Street

Hoffman Estates IL

P.O. Box

60106

City**State****Zip Code**

THE VILLAGE OF BENSENVILLE



BENSENVILLE
GATEWAY TO OPPORTUNITY

CONTRACT REQUIREMENTS FOR

2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

PROJECT NUMBER 25.1.01

VILLAGE PRESIDENT – FRANK DESIMONE

TRUSTEES

ROSA CARMONA
ANN FRANZ
MARIE FREY

McLANE LOMAX
ARMANDO PEREZ
NICHOLAS PANICOLA, JR.

VILLAGE CLERK – NANCY QUINN
INTERM VILLAGE MANAGER – DANIEL SCHULZE
DIRECTOR OF PUBLIC WORKS – JOSEPH CARACCI

CONTRACT DOCUMENTS PREPARED BY:



VILLAGE OF BENSENVILLE

Department of Public Works

717 E. Jefferson Street, Illinois 60106

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

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VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

NOTICE TO BIDDERS

THE VILLAGE OF BENSENVILLE, DuPAGE COUNTY, ILLINOIS, will receive sealed bids for the **2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM** until **Eleven A.M. (11:00 A.M.) (prevailing time), March 4, 2025** at the office of the Municipal Clerk in the Village Hall, 12 South Center Street, in the Village of Bensenville, Illinois, at which time and place all bids will be publicly opened and read aloud.

The contract documents, including plans and specifications, are on file at the office of the Owner, Village of Bensenville – Department of Public Works, 717 East Jefferson Street, Bensenville IL 60106, (630) 350-3411. Copies of the bid documents may be obtained from the Village of Bensenville website <https://www.bensenville.il.us/bids.aspx> or email Brad Hargett, Assistant Village Engineer, at bhargett@bensenville.il.us at no charge for each set along with a copy of the Contractor's "Certificate of Eligibility" issued by the Illinois Department of Transportation.

A bid bond, certified check, bank draft or irrevocable letter of credit on a solvent bank, payable to the Village of Bensenville, or cash in an amount of not less than ten percent (10%) of the amount of the bid shall be submitted with each bid.

The successful bidder will be required to furnish a satisfactory performance bond in the amount equal to one hundred percent (100%) of the Contract sum as a security for the faithful performance of the Contract and also a Payment Bond in the amount equal to one hundred percent (100%) of the Contract Sum as a security for the payment of all persons performing labor on the Project under the Contract and furnishing materials in connection of the Contract. The successful bidder shall also furnish a Certificate of Insurance. No bid shall be withdrawn after opening of bids without the consent of said Municipality for a period of sixty (60) days after the scheduled time of opening bids.

The Village of Bensenville reserves the right to reject any or all bids and to waive any informalities in bidding and to accept the bid deemed most advantageous to it, all in accordance with the standard specifications.

INSTRUCTION TO BIDDERS

1. GENERAL

- a) The said improvement shall be constructed and completed in accordance with the maps, plats, plans, profiles, and the specifications for the same, relating to the construction of said improvement.
- b) The Contract Documents, including plans and specifications prepared by the Village of Bensenville are on file at the office of the Municipal Clerk, Village of Bensenville, Illinois, hereinafter referred to as the Municipality.

2. SCOPE

The proposed improvement herein specified and described contemplates the following improvement:

The project is located along approximately 1.40 miles (7,376 feet) of the following various municipal roadways within the Village of Bensenville, DuPage County, Illinois.

- David Drive – Grand Avenue to Dolores Drive
- Daniel Drive – Church Parking lot to Dolores Drive
- Dante Drive – David Drive to Private Parking Lot
- Dolores Drive – David Drive to Pamela Drive
- Belmont Drive – York Road to Pamela Drive

The project also includes earthwork, milling of existing HMA pavement, HMA surface courses, combination curb and gutter removal and replacement, replacement and new Portland cement concrete sidewalk, driveway pavement removal and replacement, utility structure adjustments and reconstruction, pavement markings, and landscape restoration within the right-of-way.

3. CONSTRUCTION ITEMS

Major work items for which proposals are invited include Hot-Mix Asphalt Surface, PCC Sidewalk, HMA and PCC Driveway Pavement, Combination Concrete Curb and Gutter Removal and Replacement, and Landscape Restoration.

The Contractor will be required to determine for himself the actual quantities and items involved and the extent of the work and shall bid accordingly.

4. LAND

For the purpose of constructing, operating and maintaining the herein described improvements, the Municipality has or will acquire the necessary land and right-of-way privileges required for the construction of same. The Contractor will construct any necessary access roads or facilities, if any are required.

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

5. PAYMENT FOR PLANS

Copies of the documents, including plans and specifications, may be obtained at no cost at the office of the Owner.

6. PROPOSALS

- a) Sealed proposals will be received by the Municipal Clerk, of said Municipality, in accordance with the official advertisement.
- b) Proposals must be completed on the accompanying blank form. Proposals shall be submitted in an opaque sealed envelope on or before the time stated and shall bear the name of the individual, firm or corporation submitting the Proposal. The envelope shall be clearly marked with the name of the project and the date and time of the bid opening, and shall be addressed to the said Municipality.
- c) All bids must be accompanied by a bid bond, certified check, bank draft, or irrevocable letter of credit on a responsible, solvent bank, payable to the said Municipality, or cash, in an amount equal to ten percent (10%) of the total amount of the bid, the same to be refunded or returned to the bidder upon his faithful performance of the conditions of the Proposal, to the satisfaction of the Municipality.
- d) The Person, Firm or Corporation to whom the Contract may be awarded will be required to execute a contract and bond with sureties within the time provided by law, a blank form of which said contract and bond is hereto attached and additional copies may be had on application to the Clerk of said Municipality. In case of failure or neglect to so execute, the said person, firm or corporation will be considered to be in default, and the above-mentioned deposit shall thereupon be forfeited to the said Municipality and collected by law; and thereupon the Municipality may award the Contract to another bidder or rebid the project.
- e) No bid will be considered unless the party offering it shall furnish evidence satisfactory to the Municipality that he has necessary facilities, ability and pecuniary resources to fulfill the conditions of the contract. Each bidder shall be I.D.O.T. qualified for the work involved and shall provide a copy of his I.D.O.T. "Certificate of Eligibility" prior to receiving plans and/or bid documents. Additionally, all bidders shall complete I.D.O.T.'s "Affidavit of Availability" and include it with their proposal.

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

- f) The total bid price must be written in the bid, and also stated in figures, and if any discrepancy occurs between the written and figured prices, the total bid price, predicated on the figured prices, will be taken as the intention of the bidder. Bids which are noticeably unbalanced may be voided at the sole discretion of the Municipality.
- g) No proposal will be made or considered on any part of the work which does not provide for the completion of the work in accordance with the requirements of the plans, specifications and special provisions. The bidder's proposal must provide, in ink, a unit price for all items listed on the proposal form. Should any unit prices be omitted, the bidder's proposal will be declared invalid and his bid rejected.
- h) The bidders will be required to execute the contract documents not more than fifteen (15) days following written notice to the Contractor of the award and these documents shall be completed and returned to the Municipality within the time limit specified within the proposal form. It is understood and agreed that the submittal of these documents within the time limit is an essential part of the Contract.
- i) Permission will not be given for the withdrawal of any bid or proposal for a period of sixty (60) days after the opening thereof, excepting that any bidder may withdraw his bid personally or by written request at any time prior to the opening of bids.
- j) In submitting this Proposal, the Bidder declares that the only person or party interested in the Proposal as principals are those he has named herein, and that the Proposal is made without collusion with any other person, firm or corporation.

7. INSTRUCTIONS AND PROPOSAL ATTACHED

EACH BID SHALL HAVE ATTACHED THERETO A COPY OF THESE
INSTRUCTIONS AND SPECIAL PROVISIONS.

8. BIDDER'S DUTIES

- a) The Bidder further declares that he has carefully examined the Instruction to Bidders, Proposal Form, Plans, Specifications, Form of Contract, Contract Bond, and Special Provisions, and that he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of construction and understands that in making this Proposal he waives all right to plead any misunderstandings regarding the same.

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

- b) Bidders are required to acquaint themselves fully of the conditions relating to construction and labor under which the work will be performed. The Contractor must employ, insofar as possible, such methods and means in carrying out the work as will not cause any interruption or any interference with any other Contractor. Bidders are required to inform themselves fully of the conditions relating to prevailing and predetermined labor rates and the applicable laws relating thereto, and shall be governed thereby.
- c) If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he may submit to the Clerk of the Municipality a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Municipality will not be responsible for any other explanation or interpretation of the proposed documents.
- d) The Bidder further understands and agrees that if his Proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the work and to furnish all of the materials specified in the Contract, except such materials as are to be furnished by the Municipality, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
- e) The Bidder declares that he understands that the quantities listed on the Proposal form and in the plans are approximate only and that they are subject to increase or decrease; and that he will take in full payment thereof the amount and the summation of the actual quantities, as fully determined, multiplied by the unit prices shown in the schedule of prices contained within the Proposal Form.
- f) The Bidder further agrees that the unit prices submitted within the Proposal Form are for the purpose of obtaining a gross sum, and for use in computing the value of extras and deductions. If there is a discrepancy between the gross sum bid and that resulting from the summations of the quantities multiplied by their respective unit prices, the latter shall apply.
- g) The Bidder further agrees that if the Municipality decides to extend or shorten the work, or otherwise alter it by extras or deductions, including the elimination of any one or more of the items, he will perform the work as altered, increased or decreased, at the Contract unit prices.

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

- h) The Bidder further agrees that the Engineer may at any time during the progress of the work covered by this Contract order other work or materials incidental thereto and that all such work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the Bid price for other items in this Contract, shall be performed as extra work, and compensation shall be paid for in accordance with the Standard Specifications.
- i) The Bidder further agrees to execute a Contract for this work and present the same to the Municipality within fifteen (15) days after the receipt of the Notice of Award and the Contract by him.
- j) The Bidder further agrees that he and his surety will execute and present within fifteen (15) days after the receipt of the Notice of Award and the Contract, a Contract Bond satisfactory to and in the form prescribed by the Municipality, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance of the work in accordance with the terms of the Contract.

9. DELINQUENT BIDDERS

No Contract will be awarded to any person, firm or corporation that has been delinquent or unfaithful in any former Contract with this Municipality, or whose surety is a defaulter upon any obligation in the said Municipality.

10. EXECUTION OF DOCUMENTS

The Contractor, in signing his bid on the whole or on any portion of the work, shall conform to the following requirements:

Bids signed by an individual other than the individual represented in the proposal documents shall have attached thereto a power of attorney evidencing authority to sign the bid in the name of the person for whom it is signed.

Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation, shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name following the word "By _____."

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If such a bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the bid should be attached to it. Such bid shall also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the bidder to whom the Municipality contemplates awarding the contract) by some officer or agent of the Municipality duly authorized to give such notice.

11. FILING BIDS

After bids are opened and read aloud, they shall be placed on file in the Clerk's office for public inspection and shall remain there as provided by Statute.

12. CONSIDERATION OF PROPOSALS

Contracts shall be awarded to the lowest responsible bidder on the basis of the bid that is in the best interest of the Municipality to accept. In awarding the Contract, in addition to price, the Municipal Authorities will consider:

- (a) the ability, capacity, and skill of the bidder to perform the Contract and to provide the service required;
- (b) whether the bidder can perform the Contract or provide the service promptly or within the time specified without delay or interference;
- (c) the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- (d) the quality of the performance on previous Contracts or services;
- (e) the existing and previous compliance by the bidder with laws and ordinances relating to the Contract or services;
- (f) the sufficiency of the financial resources and ability of the bidder to perform the Contract or perform the services;
- (g) the quality, availability and adaptability of the supplies or contractual services to the particular use required;
- (h) the ability of the bidder to provide future maintenance and service for the use of the subject of the Contract;
- (i) the number and scope of conditions attached to the bid.

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

13. BASIS OF AWARD

Proposals shall be submitted for the Items or Units as shown on the Proposal Form, and all construction elements will be furnished and installed in strict conformance with the specifications. No proposal will be considered except upon completed work fully installed in place as specified. Awards may be made on the following basis only:

The entire work as a single contract.

Awards, if any, will be made only upon the basis, which in the judgment of the Municipality, will be most advantageous to the Municipality and then only to the party (or Parties) submitting the lowest responsible bid (or bids) upon the particular basis selected by the Municipality for the award of contract as herein indicated.

14. ALTERNATES, UNIT PRICES AND STATED ALLOWANCES

Attention of bidders is also invited to the fact that;

- (a) the base bid may be modified in accordance with those alternate proposals which may appear in the Proposal;
- (b) that certain items appearing under the alternate category are to be bid at unit prices which will apply in the event that these items are to be constructed as a part of the improvement and, in this event, additions to or deductions from the work required in the base bid (and accepted alternates) will be required.

Bidders are required to bid upon each and every alternate, and unit price items in the bid form relating to the work upon which the bidder is offering a Proposal where the specifications or the Proposal provides for such bids.

15. COPIES OF DOCUMENTS

The number of copies of contract and bond required to be executed is as follows:

- (a) Four (4) original counterparts of the contract documents will be required to be executed.
- (b) Four (4) sets of plans (initialed) are required to accompany the contract documents.

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2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

16. RETURN OF BID DEPOSITS

The bid deposit of all except the two lowest bidders will be returned within seven (7) working days after the opening of bids. The bid deposit of the two lowest bidders will be returned within 72 hours after contract and required bonds have been approved by the Municipality.

17. RIGHT TO REJECT BIDS

The Municipality reserves the right to waive technicalities and to reject any or all proposals and to accept the bid deemed most advantageous to it.

18. SUPPLEMENTAL INSTRUCTIONS

Each bidder shall submit a complete proposal on the entire work.

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

VILLAGE OF BENSENVILLE
12 S. CENTER STREET
BENSENVILLE, ILLINOIS 60106

Ordinance No. 1-2013

Responsible Bidder Ordinance

**ADOPTED BY THE
VILLAGE BOARD OF TRUSTEES
OF THE
VILLAGE OF BENSENVILLE
THIS 22nd DAY OF January, 2013**

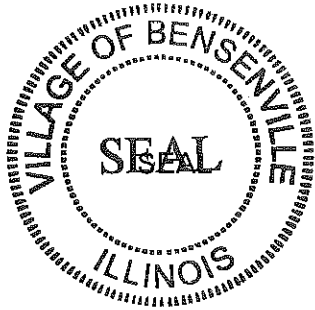
Published in pamphlet form by authority of the President and Board of Trustees of the Village of
Bensenville, DuPage and Cook Counties, Illinois this 23rd day of January 2013

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

STATE OF ILLINOIS)
COUNTIES OF COOK)
SS AND DUPAGE)

I, Corey Williamsen, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, and as such officer, I am the keeper of the records and files of said Village; I do further certify that the foregoing constitutes a full, true and correct copy of Ordinance No. 1-2013 entitled Responsible Bidder Ordinance.

INWITNESS WHEREOF, I have hereunto affixed my official hand and seal on this
23rd day of January, 2013.





Corey Williamsen
Deputy Village Clerk

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

ORDINANCE NO. 1-2013

RESPONSIBLE BIDDER ORDINANCE

AN ORDINANCE AMENDING 8-3-4 OF THE VILLAGE CODE OF BENSENVILLE TO FURTHER DEFINING RESPONSIBLE BIDDER

WHEREAS, Chapter 8 of the Bensenville Code regulates purchases and contract entered into by the Village Board of Trustees: and

NOW, THEREFORE, BE ORDAINED, by the Village of Bensenville of Bensenville, Illinois that the following definition be added to section 8-3-4 of the code.

Responsible bidder for construction contracts over \$100,000 means a bidder who meets all of the job specifications, the following applicable criteria, and submits evidence of such compliance:

- 1) All applicable laws prerequisite to doing business in Illinois
- 2) Evidence of compliance with:
 - a) Federal employer Tax Identification Number or Social Security Number (for individuals)
 - b) Provision of section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).
- 3) Certificates of insurance indicating the following coverages: general liability, workers' compensation, completed operations, automobile, hazardous occupation and product liability.
- 4) Compliance with all provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance and retirement for those trades covered in the Act.
- 5) The bidder and all bidder's subcontractors must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded contract.
- 6) All contractors and sub-contractors are required to turn in certified payrolls as specified in Illinois Public Act 94-0515 and follow all provisions of the Employee Classification Act, 820 ILCS 185/1 et seq.
- 7) All bidders must provide three (3) projects of a similar nature as being performed in the immediate past five (5) years with the name, address, and telephone number of the contact person having knowledge of the project along with three (3) references (name, address, and telephone number) with knowledge of the integrity and business practices of the contractor.

BE IT FURTHER ORDAINED, that nothing herein hereby adopted shall be construed to affect any suit or proceeding now pending in any court of any rights accrued or liability incurred or cause or causes of action accrued or existing under any prior Resolution or Ordinance. Nor shall any right or remedy of any character be lost, impaired, or affected by the Ordinance.

BE IT FURTHER ORDAINED, that this Ordinance amendment shall be in full force and effect immediately upon its adoption.

BE IT FURTHER ORDAINED, that the Clerk of the Village of Bensenville is hereby authorized and directed to prepare and deliver a certified copy of the Ordinance amendment to the Village of Bensenville's Purchasing Director.

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

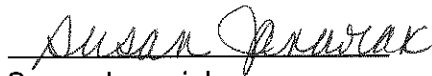
PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville,
this 22nd day of January, 2013

APPROVED



Frank Soto
Village President

ATTEST:



Susan Janowiak
Village Clerk

AYES: BARTLETT, JARECKI, O'CONNELL, PECONIO, RIDDER, WESSELER

NAYS: NONE

ABSENT: NONE

SPECIFICATIONS FOR CONSTRUCTION

The following Specifications and other provisions together with the Special Provisions shall govern the construction of the proposed improvement and will be made a part of the Contract.

- A. "Standard Specifications for Road and Bridge Construction", adopted January 1st, 2022, published by the Illinois Department of Transportation (IDOT).
- B. "Supplemental Specifications and Recurring Special Provisions", adopted January 1st, 2025, published by IDOT.
- C. "Bureau of Local Roads and Streets, Special Provisions and Specifications", published by IDOT.
- D. "Bureau of Design & Environment Special Provisions", adopted subsequent to issuance of Supplemental Specifications and Recurring Special Provisions.
- E. "Manual on Uniform Traffic Control Devices for Streets and Highways", adopted by IDOT.

Before submitting the proposal, bidders should read all the above mentioned documents along with the Special Provisions and familiarize themselves with all requirements of same.

Before submitting proposals, bidders should visit the site of the proposed work, verify all site conditions and also conditions under which said work must be conducted.

Submission of a Proposal implies that the bidder is fully conversant with all requirements of Standard Specifications, Special Provisions, Standard Drawings, and site conditions. No claim for additional compensation will be considered or paid because of the Contractor's negligence or failure to be so informed.

SPECIAL PROVISIONS FOR CONSTRUCTION

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1st, 2022, (hereinafter referred to as the Standard Specifications); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the construction of the improvement. In case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2025

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-22) (Revised 1-1-25)

SUPPLEMENTAL SPECIFICATIONS

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211 Topsoil and Compost	4
406 Hot-Mix Asphalt Binder and Surface Course	5
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509 Metal Railings	10
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644 High Tension Cable Median Barrier	50
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781 Raised Reflective Pavement Markers	54
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801 Electrical Requirements	57
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1003 Fine Aggregates	61
1004 Coarse Aggregates	62
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Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
Village of Bensenville	DuPage	

☐ **Check this box for lettings prior to 01/01/2025**

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

Check Sheet #		Page No.
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	79
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	82
3	<input type="checkbox"/> EEO	83
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	93
5	<input type="checkbox"/> Required Provisions - State Contracts	98
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	104
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	105
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	106
9	<input checked="" type="checkbox"/> Construction Layout Stakes	107
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	110
11	<input type="checkbox"/> Subsealing of Concrete Pavements	112
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	116
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	118
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	119
15	<input type="checkbox"/> Polymer Concrete	121
16	<input type="checkbox"/> Reserved	123
17	<input type="checkbox"/> Bicycle Racks	124
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	126
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	128
20	<input type="checkbox"/> English Substitution of Metric Bolts	129
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	130
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	131
23	<input checked="" type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	139
24	<input type="checkbox"/> Reserved	155
25	<input type="checkbox"/> Reserved	156
26	<input type="checkbox"/> Temporary Raised Pavement Markers	157
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	158
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	161
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	165
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	168
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	170
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	171

VILLAGE OF BENSENVILLE

Local Public Agency

2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

Section Number

Village of Bensenville

DuPage

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	Reserved	173
LRS 2	<input type="checkbox"/> Furnished Excavation	174
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance	175
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones	176
LRS 5	<input checked="" type="checkbox"/> Contract Claims	177
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	178
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	184
LRS 8	Reserved	190
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	191
LRS 10	Reserved	195
LRS 11	<input checked="" type="checkbox"/> Employment Practices	196
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	198
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	200
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	201
LRS 15	<input checked="" type="checkbox"/> Partial Payments	204
LRS 16	<input type="checkbox"/> Protests on Local Lettings	205
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program	206
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	207
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment	208

IDOT
BUREAU OF DESIGN AND ENVIRONMENT
SPECIAL PROVISIONS

VILLAGE OF BENSENVILLE
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BDE SPECIAL PROVISIONS
For the April 25 and June 13, 2025 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

File Name	#		Special Provision Title	Effective	Revised
	80099	1	<input type="checkbox"/> Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2	<input type="checkbox"/> Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3	<input type="checkbox"/> Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
	80173	4	<input type="checkbox"/> Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	<input type="checkbox"/> Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
*	80241	6	<input type="checkbox"/> Bridge Demolition Debris	July 1, 2009	
*	50531	7	<input type="checkbox"/> Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	50261	8	<input type="checkbox"/> Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80460	9	<input checked="" type="checkbox"/> Cement, Finely Divided Minerals, Admixtures, Concrete, and Mortar	Jan. 1, 2025	
	80384	10	<input checked="" type="checkbox"/> Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11	<input type="checkbox"/> Completion Date (via calendar days)	April 1, 2008	
*	80199	12	<input type="checkbox"/> Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80461	13	<input type="checkbox"/> Concrete Barrier	Jan. 1, 2025	
	80453	14	<input type="checkbox"/> Concrete Sealer	Nov. 1, 2023	
	80261	15	<input checked="" type="checkbox"/> Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2025
*	80029	16	<input type="checkbox"/> Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2025
	80229	17	<input type="checkbox"/> Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80452	18	<input type="checkbox"/> Full Lane Sealant Waterproofing System	Nov. 1, 2023	
	80447	19	<input type="checkbox"/> Grading and Shaping Ditches	Jan. 1, 2023	
	80433	20	<input type="checkbox"/> Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80456	21	<input type="checkbox"/> Hot-Mix Asphalt	Jan. 1, 2024	Jan. 1, 2025
	80446	22	<input type="checkbox"/> Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	Aug. 1, 2023
	80438	23	<input type="checkbox"/> Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	April 2, 2024
	80450	24	<input type="checkbox"/> Mechanically Stabilized Earth Retaining Walls	Aug. 1, 2023	
	80464	25	<input type="checkbox"/> Pavement Marking Inspection	April. 1, 2025	
	80441	26	<input type="checkbox"/> Performance Graded Asphalt Binder	Jan. 1, 2023	
	80459	27	<input type="checkbox"/> Preformed Plastic Pavement Marking	June 2, 2024	
*	34261	28	<input type="checkbox"/> Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80455	29	<input type="checkbox"/> Removal and Disposal of Regulated Substances	Jan. 1, 2024	April 1, 2024
	80445	30	<input type="checkbox"/> Seeding	Nov. 1, 2022	
	80457	31	<input type="checkbox"/> Short Term and Temporary Pavement Markings	April 1, 2024	April 2, 2024
	80462	32	<input type="checkbox"/> Sign Panels and Appurtenances	Jan. 1, 2025	April 1, 2025
	80448	33	<input type="checkbox"/> Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340	34	<input type="checkbox"/> Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	35	<input type="checkbox"/> Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	36	<input type="checkbox"/> Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	37	<input checked="" type="checkbox"/> Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80463	38	<input type="checkbox"/> Submission of Bidders List Information	Jan. 2, 2025	
	80437	39	<input type="checkbox"/> Submission of Payroll Records	April 1, 2021	Nov. 2, 2023
	80435	40	<input type="checkbox"/> Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80465	41	<input type="checkbox"/> Surveying Services	April 1, 2025	
	80466	42	<input type="checkbox"/> Temporary Rumble Strips	April 1, 2025	
*	20338	43	<input type="checkbox"/> Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	44	<input type="checkbox"/> Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	45	<input checked="" type="checkbox"/> Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80458	46	<input type="checkbox"/> Waterproofing Membrane System	Aug. 1, 2024	
	80302	47	<input type="checkbox"/> Weekly DBE Trucking Reports	June 2, 2012	Jan. 2, 2025
	80454	48	<input type="checkbox"/> Wood Sign Support	Nov. 1, 2023	
	80427	49	<input checked="" type="checkbox"/> Work Zone Traffic Control Devices	Mar. 2, 2020	Jan. 1, 2025
*	80071	50	<input type="checkbox"/> Working Days	Jan. 1, 2002	

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions are in the 2025 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80434	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Articles 542.03, 550.03, 1040.03, 1040.04(b), 1040.04(d) & 1040.08	Jan. 1, 2021	
80443	High Tension Cable Median Barrier Removal	Section 632	April 1, 2022	
80045	Material Transfer Device	Articles 406.03, 406.06(f), 406.13(b), 406.14 & 1102.02	Nov 15, 1999	Jan. 1, 2022
80410	Traffic Spotters	Article 701.13	Jan. 1, 2019	

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

CEMENT, FINELY DIVIDED MINERALS, ADMIXTURES; CONCRETE, AND MORTAR (BDE)

Effective: January 1, 2025

Revise the first paragraph of Article 285.05 of the Standard Specifications to read:

“285.05 Fabric Formed Concrete Revetment Mat. The grout shall consist of a mixture of cement, fine aggregate, and water so proportioned and mixed as to provide a pumpable slurry. Fly ash or ground granulated blast furnace (GGBF) slag, and concrete admixtures may be used at the option of the Contractor. The grout shall have an air content of not less than 6.0 percent nor more than 9.0 percent of the volume of the grout. The mix shall obtain a compressive strength of 2500 psi (17,000 kPa) at 28 days according to Article 1020.09.”

Revise Article 302.02 of the Standard Specifications to read:

“302.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Hydrated Lime	1012.01
(d) By-Product, Hydrated Lime	1012.02
(e) By-Product, Non-Hydrated Lime	1012.03
(f) Lime Slurry	1012.04
(g) Fly Ash	1010
(h) Soil for Soil Modification (Note 1)	1009.01
(i) Bituminous Materials (Note 2)	1032

Note 1. This soil requirement only applies when modifying with lime (slurry or dry).

Note 2. The bituminous materials used for curing shall be emulsified asphalt RS-2, CRS-2, HFE 90, or HFE 150; rapid curing liquid asphalt RC-70; or medium curing liquid asphalt MC-70 or MC-250.”

Revise Article 312.07(c) of the Standard Specifications to read:

“(c) Cement1001”

Add Article 312.07(i) of the Standard Specifications to read:

“(i) Ground Granulated Blast Furnace (GGBF) Slag1010”

Revise the first paragraph of Article 312.09 of the Standard Specifications to read:

“312.09 Proportioning and Mix Design. At least 60 days prior to start of placing CAM II, the Contractor shall submit samples of materials to be used in the work for proportioning and testing.

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The mixture shall contain a minimum of 200 lb (120 kg) of cement per cubic yard (cubic meter). Cement may be replaced with fly ash or ground granulated blast furnace (GGBF) slag according to Article 1020.05(c)(1) or 1020.05(c)(2), respectively, however the minimum cement content in the mixture shall be 170 lbs/cu yd (101 kg/cu m). Blends of coarse and fine aggregates will be permitted, provided the volume of fine aggregate does not exceed the volume of coarse aggregate. The Engineer will determine the proportions of materials for the mixture according to the "Portland Cement Concrete Level III Technician Course" manual. However, the Contractor may substitute their own mix design. Article 1020.05(a) shall apply, and a Level III PCC Technician shall develop the mix design."

Revise Article 352.02 of the Standard Specifications to read:

"352.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement (Note 1)	1001
(b) Soil for Soil-Cement Base Course	1009.03
(c) Water	1002
(d) Bituminous Materials (Note 2)	1032

Note 1. Bulk cement may be used for the traveling mixing plant method if the equipment for handling, weighing, and spreading the cement is approved by the Engineer.

Note 2. The bituminous materials used for curing shall be emulsified asphalt RS-2, CRS-2, HFE 90, or HFE 150; rapid curing liquid asphalt RC-70; or medium curing liquid asphalt MC-70 or MC-250."

Revise Article 404.02 of the Standard Specifications to read:

"404.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fine Aggregate	1003.08
(d) Bituminous Material (Tack Coat)	1032.06
(e) Emulsified Asphalts (Note 1) (Note 2)	1032.06
(f) Fiber Modified Joint Sealer	1050.05
(g) Additives (Note 3)	

Note 1. When used for slurry seal, the emulsified asphalt shall be CQS-1h according to Article 1032.06(b).

Note 2. When used for micro-surfacing, the emulsified asphalt shall be CQS-1hP according to Article 1032.06(e).

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Note 3. Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They shall be included as part of the mix design and be compatible with the other components of the mix.

Revise the last sentence of the fourth paragraph of Article 404.08 of the Standard Specifications to read:

“When approved by the Engineer, the sealant may be dusted with fine sand, cement, or mineral filler to prevent tracking.”

Revise Note 2 of Article 516.02 of the Standard Specifications to read:

“Note 2. The sand-cement grout mix shall be according to Section 1020 and shall be a 1:1 blend of sand and cement comprised of a Type I, IL, or II cement at 185 lb/cu yd (110 kg/cu m). The maximum water cement ratio shall be sufficient to provide a flowable mixture with a typical slump of 10 in. (250 mm).”

Revise Note 2 of Article 543.02 of the Standard Specifications to read:

“Note 2. The grout mixture shall be 6.50 hundredweight/cu yd (385 kg/cu m) of cement plus fine aggregate and water. Fly ash or ground granulated blast furnace (GGBF) slag may replace a maximum of 5.25 hundredweight/cu yd (310 kg/cu m) of the cement. The water/cement ratio, according to Article 1020.06, shall not exceed 0.60. An air-entraining admixture shall be used to produce an air content, according to Article 1020.08, of not less than 6.0 percent nor more than 9.0 percent of the volume of the grout. The Contractor shall have the option to use a water-reducing or high range water-reducing admixture.”

Revise Article 583.01 of the Standard Specifications to read:

“**583.01 Description.** This work shall consist of placing cement mortar along precast, prestressed concrete bridge deck beams as required for fairing out any unevenness between adjacent deck beams prior to placing of waterproofing membrane and surfacing.”

Revise Article 583.02(a) of the Standard Specifications to read:

“(a) Cement1001”

Revise the first paragraph of Article 583.03 of the Standard Specifications to read:

“**583.03 General.** This work shall only be performed when the air temperature is 45 °F (7 °C) and rising. The mixture for cement mortar shall consist of three parts sand to one part cement by volume. The amount of water shall be no more than that necessary to produce a workable, plastic mortar.”

Revise Note 2/ in Article 1003.01(b) of the Standard Specifications to read:

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“2/ Applies only to sand. Sand exceeding the colorimetric test standard of 11 (Illinois Modified AASHTO T 21) will be checked for mortar making properties according to Illinois Modified ASTM C 87 and shall develop a compressive strength at the age of 14 days when using Type I, IL, or II cement of not less than 95 percent of the comparable standard.

Revise the second sentence of Article 1003.02(e)(1) of the Standard Specifications to read:

“The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.90 percent or greater.”

Revise the first sentence of the second paragraph of Article 1003.02(e)(3) of the Standard Specifications to read:

“The ASTM C 1293 test shall be performed with Type I, IL, or II portland cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.80 percent or greater.”

Revise the second sentence of Article 1004.02(g)(1) of the Standard Specifications to read:

“The test will be performed with Type I, IL, or II portland cement having a total equivalent alkali content ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) of 0.90 percent or greater.”

Revise Article 1017.01 of the Standard Specifications to read:

“1017.01 Requirements. The mortar shall be high-strength according to ASTM C 387 and shall have a minimum 80.0 percent relative dynamic modulus of elasticity when tested by the Department according to Illinois Modified AASHTO T 161 or AASHTO T 161 when tested by an independent lab. The high-strength mortar shall have a water-soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the high-strength mortar shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. Mixing of the high-strength mortar shall be according to the manufacturer’s specifications. The Department will maintain a qualified product list.”

Revise the fourth sentence of Article 1018.01 of the Standard Specifications to read:

“The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department.”

Revise Article 1019.02 of the Standard Specifications to read:

“1019.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002

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- (c) Fine Aggregate for Controlled Low-Strength Material (CLSM) 1003.06
- (d) Fly Ash 1010
- (e) Ground Granulated Blast Furnace (GGBF) Slag..... 1010
- (f) Admixtures (Note 1)

Note 1. The air-entraining admixture may be in powder or liquid form. Prior to approval, a CLSM air-entraining admixture will be evaluated by the Department. The admixture shall be able to meet the air content requirements of Mix 2. The Department will maintain a qualified product list.”

Revise Article 1019.05 of the Standard Specifications to read:

“**1019.05 Department Mix Design.** The Department mix design shall be Mix 1, 2, or 3 and shall be proportioned to yield approximately one cubic yard (cubic meter).

Mix 1	
Cement	50 lb (30 kg)
Fly Ash – Class C or F, and/or GGBF Slag	125 lb (74 kg)
Fine Aggregate – Saturated Surface Dry	2900 lb (1720 kg)
Water	50-65 gal (248-322 L)
Air Content	No air is entrained

Mix 2	
Cement	125 lb (74 kg)
Fine Aggregate – Saturated Surface Dry	2500 lb (1483 kg)
Water	35-50 gal (173-248 L)
Air Content	15-25 %

Mix 3	
Cement	40 lb (24 kg)
Fly Ash – Class C or F, and/or GGBF Slag	125 lb (74 kg)
Fine Aggregate – Saturated Surface Dry	2500 lb (1483 kg)
Water	35-50 gal (179-248 L)
Air Content	15-25 %”

Revise Article 1020.04, Table 1, Note (8) of the Standard Specifications to read:

“(8) In addition to the Type III portland cement, 100 lb/cu yd of ground granulated blast-furnace slag and 50 lb/cu yd of microsilica (silica fume) shall be used. For an air temperature greater than 85 °F, the Type III portland cement may be replaced with Type I, IL, or II portland cement.”

Revise Article 1020.04, Table 1 (Metric), Note (8) of the Standard Specifications to read:

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- “(8) In addition to the Type III portland cement, 60 kg/cu m of ground granulated blast-furnace slag and 30 kg/cu m of microsilica (silica fume) shall be used. For an air temperature greater than 30 °C, the Type III portland cement may be replaced with Type I, IL, or II portland cement.”

Revise the second paragraph of Article 1020.05(a) of the Standard Specifications to read:

“For a mix design using a portland-pozzolan cement, portland blast-furnace slag cement, portland-limestone cement, or replacing portland cement with finely divided minerals per Articles 1020.05(c) and 1020.05(d), the Contractor may submit a mix design with a minimum portland cement content less than 400 lbs/cu yd (237 kg/cu m), but not less than 375 lbs/cu yd (222 kg/cu m), if the mix design is shown to have a minimum relative dynamic modulus of elasticity of 80 percent determined according to AASHTO T 161. Testing shall be performed by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete.”

Revise the first sentence of the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

“Corrosion inhibitors and concrete admixtures shall be according to the qualified product lists.”

Delete the fourth and fifth sentences of the second paragraph of Article 1020.05(b) of the Standard Specifications.

Revise the third sentence of the second paragraph of Article 1020.05(b)(5) of the Standard Specifications to read:

“The qualified product lists of concrete admixtures shall not apply.”

Revise second paragraph of Article 1020.05(b)(10) of the Standard Specifications to read:

“When calcium nitrite is used, it shall be added at the rate of 4 gal/cu yd (20 L/cu m) and shall be added to the mix immediately after all compatible admixtures have been introduced to the batch. Other corrosion inhibitors shall be added per the manufacturer’s specifications.”

Delete the third paragraph of Article 1020.05(b)(10) of the Standard Specifications.

Revise Article 1020.15(b)(1)c. of the Standard Specifications to read:

- “c. The minimum portland cement content in the mixture shall be 375 lbs/cu yd (222 kg/cu m). When the total of organic processing additions, inorganic processing additions, and limestone addition exceed 5.0 percent in the cement, the minimum portland cement content in the mixture shall be 400 lbs/cu yd (237 kg/cu m). For a drilled shaft, foundation, footing, or substructure, the

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minimum portland cement may be reduced to as low as 330 lbs/cu yd (196 kg/cu m) if the concrete has adequate freeze/thaw durability. The Contractor shall provide freeze/thaw test results according to AASHTO T 161, and the relative dynamic modulus of elasticity of the mix design shall be a minimum of 80 percent. Testing shall be performed by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete. Freeze/thaw testing will not be required for concrete that will not be exposed to freezing and thawing conditions as determined by the Engineer.”

Revise Article 1021.01 of the Standard Specifications to read:

“1021.01 General. Admixtures shall be furnished in liquid or powder form ready for use. The admixtures shall be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer, the date of manufacture, and trade name of the material. Containers shall be readily identifiable as to manufacturer, the date of manufacture, and trade name of the material they contain.

Concrete admixtures shall be on one of the Department's qualified product lists. Unless otherwise noted, admixtures shall have successfully completed and remain current with the AASHTO Product Eval and Audit Concrete Admixture (CADD) testing program. For admixture submittals to the Department; the product brand name, manufacturer name, admixture type or types, an electronic link to the product's technical data sheet, and the NTPEP testing number which contains an electronic link to all test data shall be provided. In addition, a letter shall be submitted certifying that no changes have been made in the formulation of the material since the most current round of tests conducted by AASHTO Product Eval and Audit. After 28 days of testing by AASHTO Product Eval and Audit, air-entraining admixtures may be provisionally approved and used on Departmental projects. For all other admixtures, unless otherwise noted, the time period after which provisionally approved status may be earned is 6 months.

The manufacturer shall include the following in the submittal to the AASHTO Product Eval and Audit CADD testing program: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and manufacturing range of pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range established by the manufacturer shall be according to AASHTO M 194. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to AASHTO M 194.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, 1021.07, and 1021.08, the pH allowable manufacturing range established by the manufacturer shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to AASHTO M 194.

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All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass) as determined by an appropriate test method. To verify the test result, the Department will use Illinois Modified AASHTO T 260, Procedure A, Method 1.

Prior to final approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to Illinois Modified AASHTO T 161. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material.”

Revise Article 1021.03 of the Standard Specifications to read:

“**1021.03 Retarding and Water-Reducing Admixtures.** The admixture shall be according to the following.

- (a) Retarding admixtures shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) Water-reducing admixtures shall be according to AASHTO M 194, Type A.
- (c) High range water-reducing admixtures shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).”

Revise Article 1021.05 of the Standard Specifications to read:

“**1021.05 Self-Consolidating Admixtures.** Self-consolidating admixture systems shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

High range water-reducing admixtures shall be according to AASHTO M 194, Type F.

Viscosity modifying admixtures shall be according to AASHTO M 194, Type S (specific performance).”

Revise Article 1021.06 of the Standard Specifications to read:

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“1021.06 Rheology-Controlling Admixture. Rheology-controlling admixtures shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. Rheology-controlling admixtures shall be according to AASHTO M 194, Type S (specific performance).”

Revise Article 1021.07 of the Standard Specifications to read:

“1021.07 Corrosion Inhibitor. The corrosion inhibitor shall be according to one of the following.

- (a) Calcium Nitrite. Corrosion inhibitors shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution and shall comply with either the requirements of AASHTO M 194, Type C (accelerating) or the requirements of ASTM C 1582. The corrosion inhibiting performance requirements of ASTM C 1582 shall not apply.
- (b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582.

For submittals requiring testing according to ASTM M 194, Type C (accelerating), the admixture shall meet the requirements of the AASHTO Product Eval and Audit CADD testing program according to Article 1021.01.

For submittals requiring testing according to ASTM C 1582, a report prepared by an independent laboratory accredited by AASHTO re:source for portland cement concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, ASTM G 109 test information specified in ASTM C 1582 is not required to be from an independent accredited lab. All other information in ASTM C 1582 shall be from an independent accredited lab. Test data and other information required to be submitted to AASHTO Product Eval and Audit according to Article 1021.01, shall instead be submitted directly to the Department.”

Add Article 1021.08 of the Standard Specifications as follows:

“1021.08 Other Specific Performance Admixtures. Other specific performance admixtures shall, at a minimum, be according to AASHTO M 194, Type S (specific performance). The Department also reserves the right to require other testing, as determined by the Engineer, to show evidence of specific performance characteristics.

Initial testing according to AASHTO M 194 may be conducted under the AASHTO Product Eval and Audit CADD testing program according to Article 1021.01, or by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete. In either case, test data and other information required to be submitted to AASHTO Product Eval and Audit according to Article 1021.01, shall also be submitted directly to the Department. The independent accredited lab report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications.”

Revise Article 1024.01 of the Standard Specifications to read:

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“1024.01 Requirements for Grout. The grout shall be proportioned by dry volume, thoroughly mixed, and shall have a minimum temperature of 50 °F (10 °C). Water shall not exceed the minimum needed for placement and finishing.

Materials for the grout shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fine Aggregate	1003.02
(d) Fly Ash	1010
(e) Ground Granulated Blast Furnace (GGBF) Slag.....	1010
(f) Concrete Admixtures	1021”

Revise Note 1 of Article 1024.02 of the Standard Specifications to read:

“Note 1. Nonshrink grout shall be according to Illinois Modified ASTM C 1107.

The nonshrink grout shall have a water-soluble chloride ion content of less than 0.40 lb/cu yd (0.24 kg/cu m). The test shall be performed according to ASTM C 1218, and the grout shall have an age of 28 to 42 days at the time of test. The ASTM C 1218 test shall be performed by an independent lab a minimum of once every five years, and the test results shall be provided to the Department. Mixing of the nonshrink grout shall be according to the manufacturer’s specifications. The Department will maintain a qualified product list.”

Revise Article 1029.02 of the Standard Specifications to read:

“1029.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement.....	1001
(b) Fly Ash	1010
(c) Ground Granulated Blast Furnace (GGBF) Slag	1010
(d) Water.....	1002
(e) Fine Aggregate.....	1003
(f) Concrete Admixtures	1021
(g) Foaming Agent (Note 1)	

Note 1. The manufacturer shall submit infrared spectrophotometer trace and test results indicating the foaming agent meets the requirements of ASTM C 869 in order to be on the Department’s qualified product list. Submitted data/results shall not be more than five years old.”

Revise the second paragraph of Article 1103.03(a)(4) the Standard Specifications to read:

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“The dispenser system shall provide a visual indication that the liquid admixture is actually entering the batch, such as via a transparent or translucent section of tubing or by independent check with an integrated secondary metering device. If approved by the Engineer, an alternate indicator may be used for admixtures dosed at rates of 25 oz/cwt (1630 mL/100 kg) or greater, such as accelerating admixtures, corrosion inhibitors, and viscosity modifying admixtures.”

Revise the first two sections of Check Sheet #11 of the Supplemental Specifications and Recurring Special Provisions to read:

“Description. This work shall consist of filling voids beneath rigid and composite pavements with cement grout.

Materials. Materials shall be according to the following Articles of Division 1000 - Materials of the Standard Specifications:

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fly Ash	1010
(d) Ground Granulated Blast Furnace (GGBF) Slag.....	1010
(e) Admixtures	1021
(f) Packaged Rapid Hardening Mortar or Concrete	1018”

Revise the third paragraph of Materials Note 2 of Check Sheet #28 of the Supplemental Specifications and Recurring Special Provisions to read:

“The Department will maintain a qualified product list of synthetic fibers, which will include the minimum required dosage rate. For the minimum required fiber dosage rate based on the Illinois Modified ASTM C 1609 test, a report prepared by an independent laboratory accredited by AASHTO re:source for Portland Cement Concrete shall be provided. The report shall show results of tests conducted no more than five years prior to the time of submittal.”

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COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

Revise Article 107.40(c) of the Standard Specifications to read:

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

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Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

"(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

- "(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

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other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.”

Add the following to Section 109 of the Standard Specifications.

“109.13 Payment for Contract Delay. Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
 - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

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	One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

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CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: January 1, 2025

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted according to the table below.

Horsepower Range	Model Year and Older
50-99	2003
100-299	2002
300-599	2000
600-749	2001
750 and up	2005

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<https://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

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Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

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SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

“This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor’s work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%”

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VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021

Revised: November 1, 2022

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

“The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations.”

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WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020
Revised: January 1, 2025

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

“**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

“**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices shall be MASH compliant.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices shall be MASH compliant.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant

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with NCHRP 350, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as sign supports, speed feedback displays, arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH compliant is available, an NCHRP 350 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

80427

IDOT
BUREAU OF LOCAL ROADS
SPECIAL PROVISIONS

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Village of Bensenville

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

ADDITIONAL
SPECIAL PROVISIONS

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101. DEFINITION OF TERMS

In addition to the definitions included in Section 101 of Standard Specifications, the following shall apply:

Engineer – Village Engineer or representative employed by the Village.

Owner - shall be the Village of Bensenville.

Inspector - Village Engineer or representative employed by the Village.

Municipality - shall be the Owner.

102.01 ADVERTISEMENT, BIDDING, AWARD AND CONTRACT EXECUTION

Add the following to Section 102 of the Standard Specifications and to Check Sheet LRS 6:

Prequalification of Bidders. Each prospective bidder, in evidence of competence, shall furnish the Awarding Authority as a prerequisite to the release of proposal forms by the Awarding Authority, a certified or photostatic copy of a "Certificate of Eligibility" issued by the Illinois Department of Transportation, according to the IDOT "Prequalification Manual".

Proposal Guaranty. All bids must be accompanied by a bid bond, certified check, bank draft or irrevocable letter of credit payable to the "Village of Bensenville" or cash in an amount equal to five percent (5%) of the total amount of the bid.

Consideration of Proposals. In the event of a discrepancy between unit bid prices and extensions, the unit bid prices shall govern.

Performance Bond. The successful bidder shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Contract Sum as a security for the faithful performance of the Contract. All costs for the Performance Bond will not be paid for separately, but shall be considered as included in the cost of the contract.

105.01 AUTHORITY OF ENGINEER

The authority of the Engineer as defined in Article 105.01 of the Standard Specifications shall be re-defined as follows:

"All work shall be done under the observation of the Engineer and shall be done in accordance with requirements of the Contract. The Engineer shall decide all questions which arise as to the interpretation of the Plans and Specifications and as to disputes and mutual rights between Contractors under the Specifications. The Engineer shall advise the Owner as to the quality and acceptability of materials furnished and work performed, rate of progress of the work, and acceptable fulfillment of the Contract. The Engineer will determine the amount of materials furnished and work performed. The Engineer's advice and determinations shall be conditions precedent to the right of the Contractor to receive money due the Contractor under the Contract."

"The Engineer will notify the Contractor in writing if the work is to be suspended by the Owner wholly or in part due to the failure of the Contractor to carry out provisions of the contract; for failure to carry out orders; for such periods due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work or for any other condition or reason deemed to be in the public interest."

"In case of failure on the part of the Contractor to execute work as directed by the Engineer, the Owner may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor, proceed to execute such work as may be deemed necessary, and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the contract."

The Engineer shall not assume any of the responsibilities of the Contractor's superintendent or of Subcontractors; shall not expedite the work for the Contractor; and shall not advise on, or issue directions concerning aspects of construction means, methods, techniques, sequences or procedures, or safety precautions in connection with the work.

105.05 COORDINATION OF THE CONTRACT DOCUMENTS

In addition to the requirements of Article 105.05 of the Standard Specifications, the Contractor will be required to fully acquaint himself, his staff, his sub-contractors and any and all representatives of his organization and his suppliers with the specific requirements of this project as described by the plans, the various specifications as referenced herein, the special provisions and the standard drawings prior to the execution of any work.

Any questions or the need for further clarification or supplemental data required by the Contractor shall be addressed to the Engineer before the work is started, preferably at the pre-construction conference. Depending on the nature of such questions or clarification required, it shall be at the discretion of the Contractor or the Engineer to establish such issues in writing.

Claims of ignorance regarding the requirements of the plans, specifications, special provisions and standard drawings will be disallowed and will in no way relieve the Contractor of his responsibility to construct the work in accordance with the provisions cited herein. All work which does not conform to the requirements of the contract will be considered unacceptable and subject to the provisions of Article 105.13 of the Standard Specifications.

105.10 AUTHORITY AND DUTIES OF RESIDENT ENGINEER

The provisions of Article 105.10 of the Standard Specifications shall not apply as there is no Resident Engineer for this project.

105.11 DUTIES OF THE INSPECTOR

In addition to the provisions of Article 105.11 of the Standard Specifications the inspector shall not assume any of the responsibilities of the Contractor's superintendent or of Subcontractors; shall not expedite the work for the Contractor; and shall not advise on, or issue directions concerning aspects of construction means, methods, techniques, sequences or procedures, or safety precautions in connection with the work.

107.02 WORKER'S COMPENSATION INSURANCE

In addition, the requirements of Article 107.02 of the Standard Specifications, Certificates of Insurance shall be presented to the Owner within fifteen (15) days after the receipt by the Contractor of the Notice of Award and the unexecuted Contract, it being understood and agreed that the owner will not approve and execute the Contract until acceptable insurance certificates are received and approved by the Owner.

107.09 PUBLIC CONVENIENCE AND SAFETY

In addition to the requirements of Article 107.09 of the Standard Specifications, the Contractor shall maintain entrances and side roads along the proposed improvement; interference with traffic movements and inconvenience to owners of abutting property and public shall be kept to a minimum. Any delays or inconveniences caused the Contractor by complying with these requirements shall be considered as incidental to the contract, and no additional compensation will be allowed.

Construction signs referring to temporary lane closures during work hours shall be removed or covered during the non-work hours. Excavation along the edge of pavement or other obstructions within 15 feet of the edge of pavement shall be barricaded during non-work hours.

The Contractor shall plan his work so that there will be no open holes in the pavement and that all barricades will be removed from the pavement during non-work hours.

During all construction operations, the Contractor will be required to provide, erect and maintain proper signage and barricades plus provide flagmen as necessary for safe traffic control. I.D.O.T. Standard 701501-06, 701801-06 and 701901-08 are applicable and are included by reference.

To insure that safe and efficient traffic control and protection is provided at all times, the Contractor shall provide to the Owner and the Engineer the telephone number of his employee or agent who is responsible for traffic control and protection and shall confirm that this representative will be available at any time, day or night, to correct, add to or modify any traffic control devices or provisions to assure safe and efficient traffic operations.

The Contractor will not be allowed to close any street to through travel without the prior approval of the Engineer. The Contractor will be required to provide all warning signs, barricades, traffic cones, flagmen and other appurtenances as the Engineer deems necessary to guarantee the safety of motorists and pedestrians during construction.

Cross streets will be closed as necessary with the Contractor supplying proper barricades and detour signing. The Contractor shall report all necessary closures to the Municipality Public Works Department, who will then notify the police and fire department.

This work shall be included in the cost of TRAFFIC CONTROL AND PROTECTION and will not be paid for separately.

107.15 STREET SWEEPING

This work shall be completed in accordance with Section 107.15 of the Standard Specifications except modified herein.

The Contractor shall also be responsible for cleaning the pavement of all dirt and debris from any vehicular traffic in addition to his own equipment. The Contractor shall be responsible to reduce the amount of dust on roadways within or adjacent to the limits of construction caused by dirt and debris tracked by traffic from within the limits of construction.

If, at the end of the day's operation, the pavement has not been cleaned to the satisfaction of the Engineer, street sweeping may be required. In addition, if needed, the pavement shall be swept every Friday afternoon. The Contractor will be given a 24-hour notice by the Engineer to sweep the pavement, which was not in the opinion of the Engineer, satisfactorily cleaned. If, after the 24-hour notice has expired, the Contractor has failed to sweep the pavement, the Village will sweep the pavement and deduct the cost of such work from moneys due the contractor.

A mechanical sweeper, mechanically driven air and handwork with shovel and broom shall be utilized to provide a clean street for the motoring public. Within 24 hours of placing prime coat and the laying of HMA, the contractor shall sweep the pavement and remove standing water, earth, weeds, leaves, dirt, construction debris and all loose material.

Basis of Payment: The Contractor will be paid two hours per each day of STREET SWEEPING that the pavement is swept regardless if the actual time to sweep the pavement is greater than or less than two hours.

107.20R PROTECTION AND RESTORATION OF PROPERTY

In addition to the requirements of Article 107.20 of the Standard Specifications, the existing drainage facilities shall remain in use during the period of construction, unless otherwise noted in the Contract Plans.

Locations of existing drainage structures and sewers, as shown on the Contract plans, are approximate. Prior to commencing work, the Contractor, at his own expense shall determine the exact location of existing structures, which are within the proposed construction site.

All drainage structures are to be kept free from any debris resulting from construction operations. All work and material necessary to prevent accumulation of debris in the drainage structures will be considered as incidental to the Contract. Any accumulation of debris in the drainage structures resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

Unless reconstruction or adjustment of an existing manhole, catch basin, or inlet is called for in the contract plans or ordered by the Engineer, the proposed work shall meet the existing elevations of these structures. Should reconstruction or adjustment of a drainage structure be required by the Engineer in the field, the necessary work and payment shall

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be done in accordance with Section 602 and 605 and Article 104.02 respectively of the Standard Specifications, unless otherwise noted in the plans or Special Provisions.

The Contractor shall take all necessary precautions when working near or above existing sewers in order to protect these pipes during construction from any damage resulting from his operations. Existing sewers damaged because of noncompliance with this provision shall be replaced as directed by the Engineer, in accordance with Section 550 of the Standard Specifications and at the Contractor's own expense, and no extra compensation will be allowed.

During construction, if the Contractor encounters or otherwise becomes aware of any sewers, underdrains or field drains within the right of way other than those shown on the plans, he shall so inform the Engineer who shall direct the work necessary to maintain or replace the facilities in service and protect them from damage during construction if maintained. Existing facilities to be maintained that are damaged because of noncompliance with this provision shall be replaced at the Contractor's own expense. Should the Engineer have directed the replacement of the facility, the necessary work and payment shall be done in accordance with Section 550 or 601 and Article 104.02 respectively of the Standard Specifications.

107.26 INDEMNIFICATION

In addition to the requirements of Article 107.26 of the Standard Specifications, the Contractor shall indemnify and hold harmless the Owner, its officers, agents and employees against all loss, damage or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of injury to or death of any person or persons, including all persons performing any work under this Contract which may arise in any way in connection with the work to be performed under this Contract.

The Contractor shall also indemnify and save harmless the Owner, its officers, agents and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of, or in consequence of, any neglect in safeguarding the work: or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered for any claims or amounts arising or recovered under the "Workmen's Compensation Act", or any other law, ordinance, order, or decree, and so much of the money due the said Contractor under and by virtue of his Contract as shall be considered necessary by the Owner for such purposes, may be retained for the use of the Owner; or in case no money is due, his surety shall be held until such suits, actions or claims have been settled and suitable evidence to that effect furnished to the Owner.

In addition, the Contractor shall hold the Owner, its officers, agents and employees harmless for any and all claims for labor, material, apparatus, equipment, fixtures or machinery furnished to the Contractor for the purpose of performing the work under the Contract; and the payment of all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time the Contract is in force.

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In the event that, as a result of any agreement or actions taken, the Owner is made a party defendant in any litigation arising by reason of any agreement, the Contractor agrees to defend and hold harmless the Owner, its officers and agents, from any suits, claims, demands, set offs or other action reduced to judgement arising there from. The obligation of the Contractor therefore shall include and extend to payment of reasonable attorneys' fees for the representation of the Owner and its said officers and agents in such litigation and include expenses, court costs and fees; it being understood that the Contractor shall have the right to comply with such attorneys to represent the Owner and its officers and agents in such litigation subject to the approval of the Owner, which approval shall not be unreasonably withheld. The Contractor shall have the right to appeal to courts appellate jurisdiction any judgement taken against the Owner or its officers or agents in the respect, and the Owner shall join in any such appeal taken by the Contractor. The Contractor shall hold the Owner, its officers, agents and employees harmless for any and all claims for labor, material, apparatus, equipment, fixtures or machinery furnished to the Contractor for the purpose of performing the work under the contract; and the payment of all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time the contract is in force. The Contractor shall execute the "Hold Harmless Agreement" in the form attached.

107.27R INSURANCE

In addition to the requirements of Article 107.26 and 107.27 of the Standard Specifications, the following One Beacon RECOMMENDED CONTRACTURAL GUIDELINES shall apply.

In case of conflict between the minimum insurance limits as specified in the attached recommended One Beacon guidelines and the minimum limits specified in Article 107.27 of the Standard Specifications, the higher minimum level of insurance shall apply.

All costs for insurance required herein will not be paid for separately, but shall be considered as included in the cost of the contract.

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SECTION 2.03

ONE BEACON RECOMMENDED CONTRACTUAL GUIDELINES FOR:

- **INSURANCE REQUIREMENTS**
- **INDEMNITY/HOLD HARMLESS**
- **SAFETY/LOSS PREVENTION**

I. INSURANCE REQUIREMENTS

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.

CG2037 - Completed Operations – (Exhibit C)

Required if box is checked ☒ ; and

- B. Owners and Contractors Protective Liability (OCP) policy with the member as insured
Required if box is checked ☐ ; and

- C. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

- D. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

Coverage required for employee exposure to lead, if box is checked ☒

- E. Builder Risk Property Coverage with member as loss payee
Required if box is checked ☐.

- F. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.

Required if box is checked ☐.

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MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than the following, **if required under above scope**:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the member. At the option of the member, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the member, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

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

A. General Liability and Automobile Liability Coverages

- 1. The member, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the member, its officials, agents, employees and volunteers.
- 2. The Contractor's insurance coverage shall be primary as respects the member, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the member, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

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3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the member, its officials, agents, employees and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the member, its officials, agents, employees and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

B. Workers' Compensation and Employers' Liability Coverage *

The insurer shall agree to waive all rights of subrogation against the member, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the municipality (negotiable -- may not be needed on smaller contracts with limited exposure).

1. NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under contractors coverage rather than member's if the member is borrowing, leasing or in day to day control of contractors employee.

Required if box is checked ☒.

~~**[* Special Note to Member: If a member borrows, leases, or is in the day-to-day control of a Contractor's employee, the member should require the actual employer or contractor to name the member as an Alternative Employer under their Workers' Compensation and Employer's Liability coverage and have an NCCI Alternate Employer Endorsement (WC 000301). This will ensure that the Workers' Compensation coverage applies under the Contractor's coverage, rather than the member's.]**~~

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C. Professional Liability (Required if box is checked ☐)**

1. Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

D. All Coverages

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

ACCEPTABILITY OF INSURERS

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

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VERIFICATION OF COVERAGE

Contractor shall furnish the member with certificates of insurance naming the member, its officials, agents, employees and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the member and are to be received and approved by the member before any work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The member reserves the right to request full certified copies of the insurance policies and endorsements.

SUBCONTRACTORS

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

ASSUMPTION OF LIABILITY

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

II. INDEMNITY/HOLD HARMLESS PROVISION [Note to Member: Include as separate section of the contract.]

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the member, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the member, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the member, its agents or employees, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the member, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the member, its officials, agents and employees as herein provided.

Optional Paragraph:

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the member, may be retained by the member to protect itself against said loss until such claims, suits, or judgments

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shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the member.

III. SAFETY/LOSS PREVENTION

It is recommended that the following requirements be included in some form in all member bid packets and that compliance be confirmed prior to initiation of contract work:

Safety/Loss Prevention Program Requirements

- Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.
- Evidence of completed employee safety training can be provided.

Regulatory Requirements

- Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.
- Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

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EXHIBIT A

CG 20 10 03 97

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

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EXHIBIT B

CG 20 26 11 85

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

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EXHIBIT C

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location and Description of Completed Operations
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products—completed operations hazard”.

CG 20 37 07 04

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EXHIBIT D

(EXAMPLE)

ACORDTM CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) Completed		
PRODUCER <div style="text-align: center;">Fully Completed</div>				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED <div style="text-align: center;">Fully Completed</div>				INSURERS AFFORDING COVERAGE INSURER A: Name of Insurance Company INSURER B: Name of Insurance Company INSURER C: Name of Insurance Company INSURER D: Name of Insurance Company INSURER E: Name of Insurance Company		NAIC # Completed Completed Completed Completed Completed		
COVERAGES								
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	X	GENERAL LIABILITY CG001 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS & CONT PROT (IF REQUIRED) <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE		\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea. Occur.)		\$ 50,000
						MED EXP (Any one person)		\$ 5,000
						PERSONAL & ADV INJURY		\$ 1,000,000
						GENERAL AGGREGATE		\$ 2,000,000
						PRODUCTS-COMP/OP AGG		\$ 1,000,000
A		AUTOMOBILE LIABILITY CA001 <input checked="" type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident)		\$ 1,000,000
						BODILY INJURY (PER PERSON)		\$
						BODILY INJURY (PER ACCIDENT)		\$
						PROPERTY DAMAGE (PER ACCIDENT)		\$
		GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT		\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC		\$
						AUTO ONLY: AGG		\$
B	X	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE		\$ per request
						AGGREGATE		\$ per request
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS		
						E.L. EACH ACCIDENT		\$ 500,000
						E.L. DISEASE-EA EMPLOYEE		\$ 500,000
						E.L. DIESEASE-POLICY LIMIT		\$ 500,000
			OTHER Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.								
CERTIFICATE HOLDER Additional Insured: Member, its officials, employees, agents and volunteers.				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, SIGNATURE OF AUTHORIZED AGENT				

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EXHIBIT E

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:

Name of Insured:

Policy Number:

Policy Period:

Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

107.36 DUST CONTROL WATERING

This work shall consist of implementation of dust control procedures in accordance with Article 107.36 of the Standard Specifications except as follows:

Dust shall be controlled by the uniform application of sprinkled water and shall be applied only when directed by the Engineer, in a manner meeting his approval.

This work shall consist of the exclusive control of dust resulting from construction operations and is not intended for use in the compaction of earth embankments, as specified under Article 205.06 of the Standard Specifications.

All equipment used for this work shall meet with the Engineer's approval and shall be equipped with adequate measuring devices for metering the exact amount of water discharged. All water used shall be properly documented by ticket or other approved means.

This work will be measured in units of water applied. One unit will be equivalent to 1,000 gallons of water.

Basis of Payment: This work will be paid for at the contract unit price per unit as DUST CONTROL WATERING, which price shall be payment in full for furnishing all labor, water and equipment for controlling dust as herein specified.

107.18 USE OF FIRE HYDRANTS

In addition to the requirements of Article 107.18 of the IDOT Standard Specifications, construction water must be obtained from a tank truck and not from municipal fire hydrants. Arrangements for filling a tank truck shall be made with the Village of Bensenville Public Works Department, 717 East Jefferson Street, Bensenville, Illinois.

108.01 SUBLETTING OF CONTRACT

In addition to the requirements of Article 108.01 of the Standard Specifications within fifteen (15) days after the Notice of Award of contract, the Contractor shall submit for approval to the Engineer a list of all the sub-contractors that are to be performing or constructing any type of work in this Contract. The list shall include the sub-contractor's name and address, and the type and amount of work to be performed by the sub-contractor.

108.02 PROGRESS SCHEDULE

The provisions of Article 108.02 of the Standard Specification should be modified to read as follows:

"The Contractor shall submit a Progress Schedule to the Engineer for approval not more than 15 working days after the Notice of Award of the Contract. This schedule will show the order in which the Contractor proposes to carry on the work, the dates on which he will start controlling items, and the contemplated dates for completing controlling items. The Contractor's submission may be a critical path flow chart, bar graph or other appropriate device of the Contractor's choice and shall clearly indicate the various types of work to be in progress at any point through the term of the Contract. The Progress Schedule shall show that each of the stages of the Contract will be substantially completed within the time provided in the Contract Documents. The Contractor will be required to include a statement regarding the number of days per week and the number of hours per day which he plans to work.

108.05R COMPLETION DATE

In addition to the requirements of Article 108.05 of the IDOT Standard Specifications, the following restrictions shall apply:

No work shall be performed which requires the temporary stoppage of traffic for any reason between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. Monday through Friday. Additionally, no work shall be performed before sunrise, after sunset, or on Saturdays or Sundays unless the Engineer's written permission is obtained.

For this contract, Work shall be substantially completed by June 27, 2025, with Final Completion by September 26, 2025. Substantial completion is defined as all items except landscaping. If landscaping is delayed until September, then Contractor will be responsible to maintain topsoil, weeds, etc. until complete.

108.06 LABOR, METHODS AND EQUIPMENT

The provisions of Article 108.06 of the Standard Specifications shall apply except that the Owner, not the Engineer, shall have the authority to suspend the work due to the Contractor's failure to remove persons, who in the opinion of the Engineer, do not perform the work in a proper manner or are intemperate or disorderly; or due to the Contractor's failure to furnish suitable and sufficient personnel for the proper prosecution of the work.

108.07 SUSPENSION OF WORK

The provisions of Article 108.07 of the Standard Specifications shall apply except that the provisions shall be modified such that the Owner, not the Engineer, shall have the authority to suspend the work wholly or in part. The Engineer shall make recommendations to the Owner that the work be suspended. The Contractor shall not suspend the work without written authority from the Owner and the Engineer.

109.07 PARTIAL PAYMENTS AND RETAINAGE

In addition to the requirements of Article 109.07 of the Standard Specifications and at the Contractor's discretion, once each month the Contractor will formulate and submit to the Engineer an approximate estimate, in writing, of materials in place complete, the amount of work performed, and the value thereof, at the contract unit price.

Ten (10%) retainage of the total project cost shall be retained until the final payment for the project.

Payment will not be made until satisfactory waivers of lien are received and approved by the Owner.

109.08 ACCEPTANCE AND FINAL PAYMENT

In addition to the requirements of Article 109.08 of the Standard Specifications, the Contractor will be responsible for formulating and submitting to the Engineer the final estimate and invoice, in writing. This invoice will be reviewed by the Engineer and revised, if necessary, to show "As-built" quantities and dimensions. The Engineer will then forward the final invoice or revised final invoice to the Corporate Authorities of the Owner for approval and acceptance of work.

Payment will not be made until satisfactory waivers of lien and certified payrolls are received and approved by the Owner.

201#02 PRUNING FOR SAFETY AND EQUIPMENT CLEARANCE

This work shall consist of pruning existing trees, shrubs and bushes in accordance with Article 201.05 (c) of the Standard Specifications, except as modified herein.

In addition to Article 201.05 (c), tree trimming and pruning shall extend three feet (one meter) horizontally outside the proposed aggregate shoulder or back of curb. Pruned and trimmed materials shall be disposed of in accordance with Article 202.03.

Pruning shall be identified by the Contractor prior to commencement of the project and approved by the Village.

Basis of Payment: This work will not be paid for separately but shall be considered included in the cost of the contract; including trimming of all trees, shrubs and bushes and the offsite disposal of all pruned or trimmed materials.

202#02R REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

This work shall consist of the excavation, removal and satisfactory disposal of all unsuitable material necessary for the construction of the improvements. All work shall be in accordance with Section 202 of the Standard Specifications, except as modified herein.

This work shall not include the removal and disposal of contaminated material, bituminous or PCC driveways, PCC sidewalks, and curb or combination curb and gutter. The removal and satisfactory disposal of these items will be measured and paid for separately. Excavation required for the construction of Stabilized Driveways and PCC Driveways shall be considered incidental to those pay items.

The Owner reserves the right to increase or reduce the quantity or to delete this pay item from the Contract. The Contractor is not entitled to compensation for any changes in quantities for this pay item.

In accordance with the IEPA uncontaminated soil regulations, the Owner will be responsible to provided and completed an IEPA Form LPC-662 or LPC-663 certifying to the best knowledge that the soil is suitable for fill in a CCDD or uncontaminated fill facility. A reference copy of the IEPA Form LPC-663, Soil Sampling and Analysis is included in these Contract Documents.

Basis of Payment: This work shall be measured and paid for at the Contract unit price per cubic yard for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL, which price shall be considered full compensation for completing this work as specified.

CONTAMINATED WASTE DISPOSAL

This work shall consist of the excavation and satisfactory disposal of any Contaminated Waste encountered during construction. In the event that Contaminated Waste is encountered, the disposal of the material shall be compensated for as CONTAMINATED WASTE DISPOSAL.

This pay item is for contingency purposes only. The Owner reserves the right to increase or reduce the quantity or to delete this pay item from the Contract. The Contractor is not entitled to compensation for any changes in quantities for this pay item.

Work required for the excavation, removal and disposal of uncontaminated material necessary for the construction of the proposed underground utilities shall be considered included in the cost of associated contract pay items.

Excavated material shall be considered CONTAMINATED WASTE DISPOSAL after one (1) of the following conditions are met:

- The Contractor's "clean-fill" dump facility rejects an individual load of excavated material. The Contractor shall provide the Engineer with the CCDD Load Rejection Form.
- A Contractor-employed environmental consultant performs on-site sampling and discovers areas of contamination. In this situation, the Contractor's environmental consultant shall coordinate with the Village to determine acceptable limits of the contamination. The Village reserves the right to independently perform their own soil tests.

The Contractor shall provide the Special Waste Tracking Receipt / Manifest and the Weight Ticket with tonnage to the Engineer for each load of Contaminated Waste. These items shall include the truck number and date.

Basis of Payment: Regardless of actual quantity, this work shall be paid for at the Contract unit price per cubic yard for CONTAMINATED WASTE DISPOSAL, which price shall be considered full compensation for all sampling, testing, documentation, coordination, handling and transportation necessary for the excavation and disposal of all contaminated material.

207.01 POROUS GRANULAR EMBANKMENT, SPECIAL

This work shall consist of removing and disposing of unsuitable subgrade and furnishing, placing, and compacting porous granular material to the lines and grades designated by the Engineer in accordance with the applicable portions of Sections 202 and 207 of the Standard Specifications. The material shall be used as a bridging layer over soft, pumping, loose soil areas and for placement under water. The material shall conform with Article 1005.01 of the Standard Specifications except the gradation as follows:

1. Crushed Stone and Crushed Concrete**

<u>Sieve Size</u>	<u>Percent Passing</u>
*6" (150 mm)	97 + 3
*4" (100 mm)	90 + 10
2" (50 mm)	45 + 25
#200	5 + 5

2. Gravel, Crushed Gravel and Pit Run Gravel

<u>Sieve Size</u>	<u>Percent Passing</u>
*6" (150 mm)	97 + 3
*4" (100 mm)	90 + 10
2" (50 mm)	55 + 25
#4	30 + 20
#200	5 + 5

*For undercut greater than 18" (0.5 meters) the percent passing the 6" (150 mm) sieve may be 90 + 10 and the 4" (100 mm) sieve requirements eliminated.

**Shall only be used when approved by the Engineer.

The porous granular material shall be placed in one lift, when the total thickness to be placed is two feet thick or less or as directed by the Engineer. Rolling each lift of the porous granular material with a vibratory roller meeting the requirements of Article 1101.01 of the Standard Specifications should be sufficient to obtain the desired keying or interlock and necessary compaction. The Engineer shall verify that adequate keying has been obtained.

A three-inch nominal thickness top lift of capping aggregate having a gradation of CA-6 will be required when Sub-Base Granular Material is not specified on the Typical Section. The use of recycled materials such as crushed concrete, slag, asphalt millings, etc. for the capping stone will not be permitted.

This work will be measured for payment in accordance with Article 207.04 of the Standard Specifications. The theoretical elevation of the bottom of the aggregate sub-base shall be used to determine the upper limit of the excavation. The volume will be computed by the method of average end areas.

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Basis of Payment: This work shall be paid for at the contract unit price per cubic yard for POROUS GRANULAR EMBANKMENT, SPECIAL which price shall include the earth excavation and capping aggregate, as required.

It should be noted that this pay item will be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown in the specifications.

GEOTECHNICAL FABRIC FOR GROUND STABILIZATION

This work shall consist of furnishing and installing geotechnical fabric in subgrades designated by the Engineer in accordance with the applicable portions of Sections 210 of the Standard Specifications except as modified herein.

The geotechnical fabric shall be TriAx Geogrid manufactured by Tensar International Corporation of Alpharetta, Georgia or approved equal.

Basis of Payment: This work shall be measured in accordance with Article 210.06 of the Standard Specifications and shall be paid for at the contract unit price per square yard for GEOTECHNICAL FABRIC FOR GROUND STABILIZATION, which price shall be payment in full for completing the work as specified herein.

HOT-MIX ASPHALT DRIVEWAY PAVEMENT

Hot-mix asphalt driveways shall be constructed in accordance with the applicable portions of Section 355 and 406 of the Standard Specifications and the details shown in the plans. All references to Hot Mix Asphalt Base Course in said Specifications shall be interpreted to mean hot-mix driveways.

Removal of existing driveway pavement will be paid for separately as DRIVEWAY PAVEMENT REMOVAL.

Hot-mix asphalt driveways shall be constructed on a compacted 4" thick layer of granular sub-base stone having a gradation of CA-6. The cost of the sub-base stone shall be considered included to this pay item. Any excavation required to construct the driveway as specified shall be considered in the cost of this pay item.

This work shall be constructed in two lifts. The first lift shall be a nominal thickness of three inches (3") Hot-Mix Asphalt Binder Course, IL-19.0, N50 followed with additional binder lifts to meet the designated overall binder thickness. The final lift shall be a nominal thickness of two inches (2") Hot Mix Asphalt Surface Course, IL-9.5, Mix D, N50 meeting the applicable requirements of Section 406 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY PAVEMENT, of the thickness specified which price shall be payment in full for constructing this item as specified, including all saw cutting.

402#01R AGGREGATE FOR TEMPORARY ACCESS

This work shall consist of construction and maintenance of an aggregate surface course for temporary roads and approaches as specified in Article 107.09 of the Standard Specifications and as specified herein.

Aggregate surface shall be constructed in accordance with the applicable portions of Section 402 of the Standard Specifications except that the equipment required for the work will be as directed by the Engineer prior to construction.

Maintenance shall consist of placing and compacting additional aggregate of the same type and gradation as the surface aggregate.

Aggregate used for temporary access and driveway maintenance shall be of CA-6 gradation and shall meet the requirements of Article 1004.04 of the Standard Specifications, except the use of crushed concrete and blast furnace slag will not be allowed. The use of reclaimed asphalt pavement (RAP) material resulting from the cold milling of existing bituminous concrete hot-mix pavement structure may be permitted at the discretion of the Engineer.

When the use of the temporary roads and approaches is discontinued, the surface aggregate placed in its construction and maintenance shall be removed and utilized in the permanent construction or otherwise disposed of as specified in Article 202.03. RAP material used in construction or maintenance shall be removed and disposed of offsite when use of the temporary roads and approaches is discontinued.

Basis of Payment: This work will be paid for at the contract unit price per ton for AGGREGATE FOR TEMPORARY ACCESS, which price shall include all costs of furnishing, placing, removing and disposing of aggregate used in the construction of temporary roads and approaches.

TEMPORARY RAMPS

This work consists of the installation and removal of temporary ramps at all intersections and driveways in the total reconstructed areas. The width of the ramps shall match the street and driveway widths. The installation of the ramps shall be installed within the time constraints as follows:

- A. Intersection Ramps – By 5:00 P.M. of the same day after commencing the pavement removal at each intersection.
- B. Driveway Ramps – By 5:00 P.M. of the same day after commencing pavement removal contiguous to each driveway.

The Contractor may use stone, steel plates or any other means approved by the Engineer to maintain access. If stone is used and kept clean, it may be used in the construction of the driveways or roadway, with permission of the Engineer.

Basis of Payment: This work will not be paid for separately but shall be included in the cost of AGGREGATE FOR TEMPORARY ACCESS.

252 SODDING, SALT TOLERANT

This work shall consist of preparing the ground surface, applying fertilizer nutrients and furnishing and placing salt tolerant sod in the areas designated by the Engineer. The preparation of the ground surface shall include removal of the existing sod and any excavation, if necessary, of the existing ground to obtain the required 4" minimum depth of topsoil. This excavation will not be paid for separately, but shall be included in the cost of SODDING, SALT TOLERANT (SPECIAL). All work shall be in accordance with the applicable portions of Sections 211 and 252 of the Standard Specifications.

180 pounds of fertilizer nutrients per acre shall be applied at a 1:1:1 ratio as follows:

Nitrogen Fertilizer Nutrients	60 lbs/acre
Phosphorus Fertilizer Nutrient	60 lbs/acre
Potassium Fertilizer Nutrient	60 lbs/acre

Watering shall be done as directed by the Engineer, in accordance with Articles 252.08 and 252.09 of the Standard Specifications.

The sodded areas shall be guaranteed by the Contractor for a period of one (1) year after installation. During this period all defective areas caused by inadequate watering, salt damage, pedestrian and traffic damage or other reasons, shall be repaired at the Contractor's expense.

The Village reserves the right to postpone placement of sod if weather conditions are found to be unsuitable for effectively growing sod. The Contractor will be responsible to keep all weeds and other vegetation under six (6) inches in height. Weed control will not be paid for separately, but shall be included in the cost of SODDING, SALT TOLERANT.

Basis of Payment: This work will be measured in place and paid for at the contract unit price per square yard for SODDING, SALT TOLERANT, which price shall be full compensation for all labor, equipment, and material to complete the work as specified herein.

280#02 TEMPORARY EROSION CONTROL

The requirements of Article 280.05 of the Standard Specifications shall be modified as follows.

Maintenance of temporary erosion control systems, including repair of the various systems, removal and disposal of entrapped sediment and clearing of any silt filter fabric will not be paid for separately, but shall be included in the unit bid cost for the temporary erosion control system.

408.00 BITUMINOUS MATERIALS (PRIME COAT) AND (TACK COAT)

This work shall be completed in accordance with Section 406 and 408 of the IDOT Standard Specifications.

On the existing bituminous binder and concrete surface, the material shall be RC-70, applied at a rate not to exceed 0.10 gallons per square yard and 0.50 gallons per square yards on aggregate base course. Bituminous materials shall be placed a minimum of 12 hours prior to placing the surface course.

Contractor shall erect FRESH OIL signs prior to placement of prime.

Basis of Payment: This work will be made at the contract unit price per POUND for BITUMINOUS MATERIALS (PRIME COAT) or BITUMINOUS MATERIALS (TACK COAT).

DETECTABLE WARNINGS

This work shall consist of constructing a surface of truncated domes in accordance with the applicable portions of Section 424 of the Standard Specifications and plan details, except as modified herein.

Composite ADA tiles, 2' x 5' shall be used or as specified in the plans in accordance with ADA requirements and IDOT Standard Details for curb ramps.

Detectable warnings shall be Armor-Tile, Access Tile, Tuftile Tactile Systems Federal number 22144 Brick Red, or approved equal. Detectable warnings shall consist of truncated domes meeting the requirements of ADAAG/PROWAG and the details shown on the plans. Panels shall be installed full width of the walk (2" max concrete border allowed) in accordance with the latest PROWAG guidelines and at the direction of the Engineer.

Shop drawings shall be submitted to the engineer for approval before installation.

Basis of Payment: This work will be measured and paid for at the contract unit price per each of DETECTABLE WARNINGS and shall include the cost of the tile and installation.

424 PORTLAND CEMENT CONCRETE SIDEWALK

This work consists of the construction of new Portland cement concrete sidewalk at locations shown on the plans, in accordance with Sections 424 of the Standard Specifications, the details on the plans and as directed by the Engineer.

Contraction joints shall be tooled with $\frac{3}{4}$ inch radius and 1" depth at 5 feet on center.

A 2" thick aggregate limestone base course shall be constructed under all proposed sidewalks. Aggregate used for the base course shall be of CA-6 gradation and shall meet the requirements of Article 1004.04 of the Standard Specifications, except the use of crushed concrete and slag will not be allowed. The aggregate used for base course shall be considered included in the cost of PORTLAND CEMENT CONCRETE SIDEWALK and will not be paid for separately.

Basis of Payment: This work will be measured and paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK of the thickness specified, which price shall include all labor, material and equipment to construct the new sidewalk as specified herein.

440 DRIVEWAY PAVEMENT REMOVAL

This work shall consist of removing existing hot-mix asphalt and P.C.C. driveway pavements regardless of thickness in accordance with the applicable portions of Section 440 of the Standard Specifications. This work shall also include the removal of any driveway edge treatments including but not limited to aggregate, timber and Portland Cement Concrete.

Any existing aggregate along the edge of the driveway shall be carefully removed and stored for reuse. After the driveway construction has been completed, the aggregate shall be replaced along the edge of the drive. The cost of replacing the aggregate edge treatment shall be considered included in the cost of this pay item.

Any existing timber edge treatments shall be carefully removed and stored for reuse. Whenever possible, the timber edge treatments shall be disassembled without sawing. After the driveway construction has been completed, the timber edge treatments shall be reassembled to their original condition. The cost of reassembling the timber edge treatments shall be considered included in the cost of this pay item.

The Contractor shall perform a full-depth saw cut across the driveway at the location designated by the Engineer. Any portion of the existing driveway, which is damaged as a result of the removal activities, shall be removed and replaced at the sole expense of the Contractor.

The driveway width and length will be measured to determine the area eligible for payment. The removal of aggregate, timber and P.C.C. edge treatments shall be considered included in the cost of this pay item and will not be measured separately.

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Basis of Payment: This work will be paid for at the contract unit price per square yard of DRIVEWAY PAVEMENT REMOVAL which price shall include any necessary labor.

440#09 CONCRETE BREAKERS

When removing pavement, curb and gutter, shoulder, and/or any other structures, the use of any type of concrete breakers which might damage the underground public or private utilities will not be permitted. Under no circumstances will the use of a frost ball be permitted.

COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT

This work consists of removing and disposing the existing curb, gutter or curb and gutter which is broken, otherwise damaged, or required for construction of ramped sidewalk for the handicapped, and the replacement with new curb, gutter or curb and gutter of a type similar to that which is existing, in accordance with the applicable portions of Sections 440 and 606 of the Standard Specifications, detail in the plans, and as directed by the Engineer.

The Contractor shall machine-saw a perpendicular clean joint between that portion of the curb, gutter or curb and gutter to be removed and that which is to remain in place. If the Contractor removes or damages the existing curb, gutter or curb and gutter outside the limits designated by the Engineer for removal and replacement, they will be required to remove and replace that portion at his own expense to the satisfaction of the Engineer.

No concrete for this work shall be placed until the Engineer has inspected and approved the formwork and subgrade.

Sub-Base Granular Material, Type B shall be placed beneath the combinations concrete curb and gutter at a minimal depth of four (4) inches. This work will not be paid for separately but included in the cost of the COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT.

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT, which price shall include all labor, material and equipment necessary to remove and replace the curb, gutter or curb and gutter including the saw cutting, as specified herein.

442.00 CLASS D PATCHES, SPECIAL

This work shall consist of constructing Class D pavement patches where shown on the plans or as directed by the Engineer in accordance with the applicable portions of Section 442 of the Standard Specifications except as modified herein.

Full depth saw cuts at the limits of pavement removal are required for all classes of pavement patching.

The third paragraph of Section 442.01 shall be deleted. This pay item shall be for all Class D Patches of the thickness specified regardless of size.

Patches two inches (2") thick shall be constructed in one lift. The lift shall be two-inch (2") thick, Hot-mix Asphalt Binder Course, IL-19.0, N70.

Patches four inches (4") thick shall be constructed in one lift. The lift shall be four-inch (4") thick, Hot-mix Asphalt Binder Course, IL-19.0, N70.

Patches five inches (5") thick shall be constructed in one lift. The lift shall be five-inch (5") thick, Hot-mix Asphalt Binder Course, IL-19.0, N70.

Patches seven inches (7") thick shall be constructed in two lifts. The lifts shall be three-inch and one-half inches (3 1/2") thick, Hot-mix Asphalt Binder Course, IL-19.0, N50.

Basis of Payment: This work will be measured and paid for at the contract unit price per square yard of CLASS D PATCHES, SPECIAL of the thickness specified.

606#01 PROTECTIVE COAT AND CURING OF P.C. CONCRETE

This work shall consist of applying a protective coat to Portland cement concrete. Protective Coat shall be applied to all new concrete gutter flags, faces and tops of curbs, concrete medians, sidewalks and driveway pavements in accordance with the requirements of Article 420.18 of the Standard Specifications except that it shall be applied regardless of the time of year.

The P.C. Concrete surface shall be cured in accordance with Article 1020.13 of the Standard Specifications with the following exception: "On non-traffic P.C. Concrete surface areas, the use of linseed oil emulsion curing compound will be permitted. The linseed oil curing compound shall meet the requirements of Article 1023.01 of the Standard Specifications. In addition, the oil phase of the emulsion shall consist of 85 percent by volume boiled linseed oil and 15 percent by volume Z-8 bodies linseed oil. The linseed oil emulsion curing compound shall be applied with a mechanical sprayer meeting the requirements of Article 1101.09(b). Membrane curing will not be permitted between November 1 and April 15."

Basis of Payment: The protective coat will be measured and paid for at the contract unit price per square yard for PROTECTIVE COAT, which price shall be payment in full for furnishing all materials, labor and equipment necessary to complete the work as herein specified and to the satisfaction of the Engineer. The curing will not be paid for separately but shall be considered as incidental to the item requiring curing.

565 DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED

This work shall consist of adjusting existing domestic water service boxes to the proposed finished grade at the locations indicated on the plans, or as directed by the Engineer, and in accordance with the applicable portions of Section 565 of the Standard Specifications.

Each existing domestic water service box requiring adjustment shall only be measured for payment once.

Basis of Payment: This work will be measured and paid for at the contract unit price each for DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED, which price shall include all materials, labor, and equipment necessary to complete this work.

603.02 DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED

This work shall consist of adjusting utility structures in accordance with Section 603 of the Standard Specifications and provide and install a new frame and grate as specified by the Engineer or as noted on the construction drawings, except as modified herein.

This work shall include the adjustment of all storm manholes, catch basins and inlets. This work shall also include the adjustment of all water valve vaults.

All broken or deteriorated adjusting rings or bricks shall be removed and replaced with new pre-cast concrete adjusting rings. The use of steel "cheater" rings inside of frames shall not be allowed.

A new Frame and Grate shall be provided in accordance with the details enclosed herein, at locations specified by the engineer. The new frame and lid shall be paid for per each as FRAMES AND LIDS of the type specified.

Basis of Payment: This work will be paid for at the contract unit price per each for DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED.

603.03 DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED

This work shall consist of reconstructing utility structures in accordance with Section 603 of the Standard Specifications except as modified herein.

This work shall include the reconstruction of all storm manholes, catch basins and inlets as designated by the Engineer or as shown on the plans. This work shall also include the reconstruction of all water valve vaults. An external Cretex chimney seals or approved equal shall be used.

A new frame and lid shall be provided where indicated on the plan or as directed by the Engineer. The new frame and lid shall be paid for per each as FRAMES AND LIDS of the type specified.

Basis of Payment: This work will be paid for at the contract unit price per each for DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED.

SANITARY MANHOLES TO BE ADJUSTED AND RECONSTRUCTED

This work shall consist of adjusting or reconstructing sanitary structures in accordance with Section 602 of the Standard Specifications.

Sanitary structures to be adjusted or reconstructed shall be provided with an external Cretex rubber chimney seal or approved equal chimney seal. Lids shall conform to Neenah Foundry Company Catalog R-1713, East Jordan Iron Works 1020A or approved equal and the cover shall bear the markings "VILLAGE OF BENSENVILLE" and "SANITARY".

Basis of Payment: This work will be paid for at the contract unit price per each for SANITARY MANHOLES TO BE ADJUSTED, or at the contract unit price per each for SANITARY MANHOLES TO BE RECONSTRUCTED, which price shall be payment in full for completing this work as specified.

When adjustment or reconstruction is specified and new frames, grates, or lids are to be used, this work will be paid separately at the contract unit price each for FRAMES, GRATES, FRAMES AND GRATES, FRAMES AND LIDS and FRAMES AND COVERS, of the type specified.

604#02 FRAMES AND GRATES

This work shall consist of furnishing and installing frames, grates, lids and covers, on new or existing structures, where such items are not included in the cost of the drainage or utility structures involved.

The Contractor shall remove and deliver all existing frames, lids and grates to the Municipality's Public Works Department. Any salvaged frames and grates damaged by the Contractor shall be replaced with new frames and grates by the Contractor at his expense.

Precast concrete adjusting rings shall be used to bring the specified casting to the finished grade of the proposed improvement. Mortar shall be placed in joints between adjusting rings and under castings for adjustment within the pavement. Bituminous mastic may be used for adjustment outside pavement. Lids for manholes shall be self-sealing with concealed pick holes.

Lids for combined sewer and sanitary sewer manholes shall have the words "VILLAGE OF BENSENVILLE" and "SANITARY" cast into them. Lids for storm sewer manholes shall have the words "BENSENVILLE" and "STORM" cast into them. Lids for water valve vaults shall have the word "VILLAGE OF BENSENVILLE" and "WATER" cast into them.

Basis of Payment: This work shall be measured and paid for at the Contract unit price each for FRAMES, GRATES, FRAMES AND GRATES, FRAMES AND LIDS and FRAMES AND COVERS, of the types specified.

1004 COURSE AGGREGATES

All Course Aggregate shall conform with Article 1004 of the Standard Specifications except the use of recycled materials such as crushed concrete, slag, asphalt millings, etc. will not be permitted.

For the purpose of this Contract, all Course Aggregate shall be crushed limestone.

671#01 MOBILIZATION

The requirements of Article 671 of the Standard Specifications shall be modified as follows.

Any costs incurred by Mobilization shall not be paid for separately but shall be considered as included in the cost of the Contract.

701#01 TRAFFIC CONTROL PLAN

Traffic control shall be in accordance with the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, the Traffic Specifications and the Special Provisions contained herein.

With respect to this project, the Contractor will be required to provide all warning signs, barricades, traffic cones, flagmen and other appurtenances, which are necessary to guarantee the safety of motorists and pedestrians during the construction phase, as directed by the Engineer.

Special attention is called to Article 107.09 and 107.14 of the Standard Specifications and the following Highway Standards, Details, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

STANDARDS: 701501, 701801 and 701901

DETAILS: Traffic Control Plan
District One Typical Pavement Markings (TC-13)

SPECIAL PROVISIONS: 107.09 Public Convenience and Safety
Public Convenience and Safety (Dist 1)
LRS 3 – Work Zone Traffic Control Surveillance
LRS 4 – Flaggers in Work Zone

At the preconstruction meeting, the Contractor shall furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Engineer at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard

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Specifications. This shall not relieve the Contractor of the requirement to have a responsible individual in his direct employ supervise this work.

Basis of Payment: This work shall be paid for at the contract unit price per Lump Sum for TRAFFIC CONTROL AND PROTECTION, which price shall be payment in full for completing this work as specified.

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

CLEANING EXISTING DRAINAGE STRUCTURES (D1)

Effective: September 30, 1985

Revised: May 1, 2022

All existing storm sewers, pipe culverts, manholes, catch basins and inlets shall be considered as drainage structures insofar as the interpretation of this Special Provision is concerned. When specified for payment, the location of drainage structures to be cleaned will be determined in the field by the Engineer.

All existing drainage structures which are to be adjusted or reconstructed shall be cleaned according to Article 602.15 of the Standard Specifications. This work will be paid for according to accordance with Article 602.16 of the Standard Specifications.

All other existing drainage structures which are specified to be cleaned by the Engineer will be cleaned according to Article 602.15 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price each for DRAINAGE STRUCTURES TO BE CLEANED, and at the contract unit price per foot (meter) for STORM SEWERS TO BE CLEANED, of the diameter specified.

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PUBLIC CONVENIENCE AND SAFETY (DIST 1)

Effective: May 1, 2012

Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

“If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply.”

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

“The length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday after”

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

“On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical.”

DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (DISTRICT 1)

Effective: April 1, 2011

Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

- “(i) Temporary Hot-Mix Asphalt (HMA) Ramp (Note 1) 1030
.....
(j) Temporary Rubber Ramps (Note 2)

Note 1. The HMA shall have maximum aggregate size of 3/8 in. (95 mm).

Note 2. The rubber material shall be according to the following.

Property	Test Method	Requirement
Durometer Hardness, Shore A	ASTM D 2240	75 ±15
Tensile Strength, psi (kPa)	ASTM D 412	300 (2000) min
Elongation, percent	ASTM D 412	90 min
Specific Gravity	ASTM D 792	1.0 - 1.3
Brittleness, °F (°C)	ASTM D 746	-40 (-40)°

Revise Article 603.07 of the Standard Specifications to read:

“**603.07 Protection Under Traffic.** After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.

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When castings are under traffic before the final surfacing operation has been started, properly sized temporary ramps shall be placed around the drainage and/or utility castings according to the following methods.

- (a) Temporary Asphalt Ramps. Temporary hot-mix asphalt ramps shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 2 ft (600 mm) around the entire surface of the casting.
- (b) Temporary Rubber Ramps. Temporary rubber ramps shall only be used on roadways with permanent posted speeds of 40 mph or less and when the height of the casting to be protected meets the proper sizing requirements for the rubber ramps as shown below.

Dimension	Requirement
Inside Opening	Outside dimensions of casting + 1 in. (25 mm)
Thickness at inside edge	Height of casting \pm 1/4 in. (6 mm)
Thickness at outside edge	1/4 in. (6 mm) max.
Width, measured from inside opening to outside edge	8 1/2 in. (215 mm) min

Placement shall be according to the manufacturer's specifications.

Temporary ramps for castings shall remain in place until surfacing operations are undertaken within the immediate area of the structure. Prior to placing the surface course, the temporary ramp shall be removed. Excess material shall be disposed of according to Article 202.03."

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FRICTION AGGREGATE (D1)

Effective: January 1, 2011

Revised: December 1, 2021

Revise Article 1004.03(a) of the Standard Specifications to read:

“1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	<u>Allowed Alone or in Combination</u> ^{5/ 6/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}
HMA High ESAL Low ESAL	C Surface and Binder IL-9.5 IL-9.5FG or IL-9.5L	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}

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Use	Mixture	Aggregates Allowed	
HMA High ESAL	D Surface and Binder IL-9.5 or IL-9.5FG	<u>Allowed Alone or in Combination</u> ^{5/} :	
		Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/}	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		25% Limestone	Dolomite
		50% Limestone	Any Mixture D aggregate other than Dolomite
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/ 6/} :	
		Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Dolomite ^{2/}	Any Mixture E aggregate
		75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
		75% Crushed Gravel ^{2/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag

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Use	Mixture	Aggregates Allowed	
HMA High ESAL	F Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/ 6/} :	
		Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Crushed Gravel ^{2/} or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."
- 6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80."

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HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D1)

Effective: November 1, 2019

Revised: January 1, 2025

Revise Article 1004.03(c) to read:

“(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0; Stabilized Subbase IL-19.0	CA 11 ^{1/}
	SMA 12.5 ^{2/}	CA 13 ^{4/} , CA 14, or CA 16
	SMA 9.5 ^{2/}	CA 13 ^{3/4/} or CA 16 ^{3/}
	IL-9.5	CA 16, CM 13 ^{4/}
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 ^{1/}
	IL-9.5L	CA 16

1/ CA 16 or CA 13 may be blended with the CA 11.

2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ The specified coarse aggregate gradations may be blended.

4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.”

Revise Article 1004.03(e) of the Standard Specifications to read:

“(e) Absorption. For SMA the coarse aggregate shall also have water absorption ≤ 2.0 percent.”

Revise the “High ESAL” portion of the table in Article 1030.01 to read:

“High ESAL	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, Stabilized Subbase IL-19.0
	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5”

Revise Note 2. and add Note 6 to Article 1030.02 of the Standard Specifications to read:

“Item

Article/Section

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(g)Performance Graded Asphalt Binder (Note 6)	1032
(h)	Fibers (Note 2)

Note 2. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 6. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be a SBS PG 76-22 for IL-4.75, except where modified herein..”

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Revise table in Article 1030.05(a) of the Standard Specifications to read:

"MIXTURE COMPOSITION (% PASSING)" ^{1/}												
Sieve Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL-9.5mm		IL-9.5FG		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max	min	max
1 1/2 in. (37.5 mm)												
1 in. (25 mm)		100										
3/4 in. (19 mm)	90	100		100								
1/2 in. (12.5 mm)	75	89	80	100		100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	75 ^{6/}	90	100
#8 (2.36 mm)	20	42	16	24 ^{4/}	16	32 ^{4/}	34 ^{5/}	52 ^{2/}	45	60 ^{6/}	70	90
#16 (1.18 mm)	15	30					10	32	25	40	50	65
#30 (600 μm)			12	16	12	18			15	30		
#50 (300 μm)	6	15					4	15	8	15	15	30
#100 (150 μm)	4	9					3	10	6	10	10	18
#200 (75 μm)	3.0	6.0	7.0	9.0 ^{3/}	7.5	9.5 ^{3/}	4.0	6.0	4.0	6.5	7.0	9.0 ^{3/}
#635 (20 μm)			≤ 3.0		≤ 3.0							
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.

3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.

4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.

5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing."

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Revise Article 1030.05(b) of the Standard Specifications to read:

- (b) Volumetric Requirements. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 and SMA mixtures it shall be 3.5 percent and for Stabilized Subbase it shall be 3.0 percent at the design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder (VFA) of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the following requirements.

	Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign				
Mix Design	30	50	70	80	90
IL-19.0		13.5	13.5		13.5
IL-9.5		15.0	15.0		
IL-9.5FG		15.0	15.0		
IL-4.75 ^{1/}		18.5			
SMA-12.5 ^{1/2/5/}				17.0 ^{3/} /16.0 ^{4/}	
SMA-9.5 ^{1/2/5/}				17.0 ^{3/} /16.0 ^{4/}	
IL-19.0L	13.5				
IL-9.5L	15.0				

- 1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.
- 2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.
- 3/ Applies when specific gravity of coarse aggregate is ≥ 2.760 .
- 4/ Applies when specific gravity of coarse aggregate is < 2.760 .
- 5/ For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone”

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

“IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steal slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours.”

Revise the first and second paragraphs of Articles 1030.06(c)(2) of the Standard Specifications to read:

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“(2) Personnel. The Contractor shall provide a QC Manager who shall have overall responsibility and authority for quality control. This individual shall maintain active certification as a Hot-Mix Asphalt Level II technician.

In addition to the QC Manager, the Contractor shall provide sufficient personnel to perform the required visual inspections, sampling, testing, and documentation in a timely manner. Mix designs shall be developed by personnel with an active certification as a Hot-Mix Asphalt Level III technician. Technicians performing mix design testing and plant sampling/testing shall maintain active certification as a Hot-Mix Asphalt Level I technician. The Contractor may provide a technician trainee who has successfully completed the Department's "Hot-Mix Asphalt Trainee Course" to assist in the activities completed by a Hot-Mix Asphalt Level I technician for a period of one year after the course completion date. The Contractor may also provide a Gradation Technician who has successfully completed the Department's "Gradation Technician Course" to run gradation tests only under the supervision of a Hot-Mix Asphalt Level II Technician. The Contractor shall provide a Hot-Mix Asphalt Density Tester who has successfully completed the Department's "Nuclear Density Testing" course to run all nuclear density tests on the job site.”

Add Article 1030.06(d)(3) to the Standard Specifications to read:

“(3) The Contractor shall take possession of any Department unused backup or dispute resolution HMA mixture samples or density specimens upon notification by the Engineer. The Contractor shall collect the HMA mixture samples or density specimens from the location designated by the Engineer. The HMA mixture samples or density specimens may be added to RAP stockpiles according to Section 1031.”

Revise the second paragraph of Articles 1030.07(a)(11) and 1030.08(a)(9) of the Standard Specifications to read:

“When establishing the target density, the HMA maximum theoretical specific gravity (Gmm) will be based on the running average of four available Department test results for that project. If less than four Gmm test results are available, an average of all available Department test results for that project will be used. The initial Gmm will be the last available Department test result from a QMP project. If there is no available Department test result from a QMP project, the Department mix design verification test result will be used as the initial Gmm.”

Revise the following table and notes in Article 1030.09 (c) of the Standard Specifications to read:

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CONTROL LIMITS						
Parameter	IL-19.0, IL-9.5, IL-9.5FG, IL-19.0L, IL-9.5L		SMA-12.5, SMA-9.5		IL-4.75	
	Individual Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4
% Passing ^{1/}						
1/2 in. (12.5 mm)	± 6 %	± 4 %	± 6 %	± 4 %		
3/8 in. (9.5mm)			± 4 %	± 3 %		
# 4 (4.75 mm)	± 5 %	± 4 %	± 5 %	± 4 %		
# 8 (2.36 mm)	± 5 %	± 3 %	± 4 %	± 2 %		
# 16 (1.18 mm)			± 4 %	± 2 %	± 4 %	± 3 %
# 30 (600 µm)	± 4 %	± 2.5 %	± 4 %	± 2.5 %		
Total Dust Content # 200 (75 µm)	± 1.5 %	± 1.0 %			± 1.5 %	± 1.0 %
Asphalt Binder Content	± 0.3 %	± 0.2 %	± 0.2 %	± 0.1 %	± 0.3 %	± 0.2 %
Air Voids ^{2/}	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %
Field VMA ^{3/}	-0.7 %	-0.5 %	-0.7 %	-0.5 %	-0.7 %	-0.5 %

1/ Based on washed ignition oven or solvent extraction gradation.

2/ The air voids target shall be a value equal to or between 3.2 % and 4.8 %.

3/ Allowable limit below minimum design VMA requirement.

Revise Article 1030.09(g)(2) of the Standard Specifications to read:

“(2) The Contractor shall complete split verification sample tests listed in the Limits of Precision table in Article 1030.09(h)(1).”

In the Supplemental Specifications, replace the revision for the end of the third paragraph of Article 1030.09(h)(2) with the following:

“When establishing the target density, the HMA maximum theoretical specific gravity (G_{mm}) will be the Department mix design verification test result.”

Add after third sentence of Article 1030.09(b) to read:

“If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure.”

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Revise Table 1 and Note 4/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0 ^{1/}	V _D , P, T _B , 3W, O _T , O _B	V _S , T _B , T _F , O _T	As specified in Section 1030
IL-4.75 and SMA ^{3/ 4/}	T _B , 3W, O _T	T _F , 3W	As specified in Section 1030
Mixtures on Bridge Decks ^{2/}	T _B	T _F	As specified in Articles 582.05 and 582.06.

“4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T_B), and/or three-wheel (3W) rollers for breakdown, except one of the (T_B) or (3W) rollers shall be 84 inches (2.14 m) wide and a weight of 315 pound per linear inch (PLI) (5.63 kg/mm) and one of the (T_B) or (3W) rollers can be substituted for an oscillatory roller (O_T). T_F rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T_B rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T_B rollers nearest the paver and maintain an effective rolling distance of not more than 150 ft (45 m) behind the paver.”

Add the following after the fourth paragraph of Article 406.13 (b):

“The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design’s G_{mb}.”

Revise first paragraph of Article 1030.10 of the Standard Specifications to read:

“A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials “Hot Mix Asphalt Test Strip Procedures”. At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results.”

Revise fourth paragraph of Article 1030.10 of the Standard Specifications to read:

“When a test strip is constructed, the Contractor shall collect and split the mixture according to the document “Hot-Mix Asphalt Test Strip Procedures”. The Engineer, or a representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document “Hot-Mix Asphalt Mixture Design Verification Procedure” Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production.”

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HOT-MIX ASPHALT – MIXTURE DESIGN VERIFICATION AND PRODUCTION (D1)

Effective: January 1, 2019

Revised: December 1, 2021

Add to Article 1030.05 (d)(3) of the Standard Specifications to read:

“ During mixture design, prepared samples shall be submitted to the District laboratory by the Contractor for verification testing. The required testing, and number and size of prepared samples submitted, shall be according to the following tables.

High ESAL – Required Samples for Verification Testing	
Mixture	Hamburg Wheel and I-FIT Testing ^{1/ 2/}
Binder	total of 3 - 160 mm tall bricks
Surface	total of 4 - 160 mm tall bricks

Low ESAL – Required Samples for Verification Testing	
Mixture	I-FIT Testing ^{1/ 2/}
Binder	1 - 160 mm tall brick
Surface	2 - 160 mm tall bricks

- 1/ The compacted gyratory bricks for Hamburg wheel and I-FIT testing shall be 7.5 ± 0.5 percent air voids.
- 2/ If the Contractor does not possess the equipment to prepare the 160 mm tall brick(s), twice as many 115 mm tall compacted gyratory bricks will be acceptable.

Revise the fourth paragraph of Article 1030.10 of the Standard Specifications to read:

“When a test strip is not required, each HMA mixture shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing for High ESAL; I-FIT testing for Low ESAL. Within two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The High ESAL mixture test results shall meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). The Low ESAL mixture test results shall meet the requirements of Article 1030.05(d)(4). The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the “High ESAL - Required Samples for Verification Testing” table in Article 1030.05(d)(3) above.”

Add the following to the end of Article 1030.10 of the Standard Specifications to read:

“Mixture sampled during first day of production shall include approximately 60 lb (27 kg) of additional material for the Department to conduct Hamburg wheel testing and approximately 80 lb (36 kg) of additional material for the Department to conduct I-FIT testing. Within two working days after sampling, the Contractor shall deliver prepared samples to the District laboratory for verification testing.

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The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the “High ESAL - Required Samples for Verification Testing” table in Article 1030.05(d)(3) above.”

ADJUSTMENTS AND RECONSTRUCTIONS (D1)

Effective: March 15, 2011

Revised: October 1, 2021

Revise the first paragraph of Article 602.04 to read:

“602.04 Concrete. Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-2 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020.”

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

“Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-2 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.05 to read:

“603.05 Replacement of Existing Flexible Pavement. After the castings have been adjusted, the surrounding space shall be filled with Class PP-2 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b.”

Revise Article 603.06 to read:

“603.06 Replacement of Existing Rigid Pavement. After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-2 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

The surface of the Class PP concrete shall be constructed flush with the adjacent surface.”

Revise the first sentence of Article 603.07 to read:

“603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.”

DuPAGE COUNTY
PREVAILING WAGE RATES

DuPage County Prevailing Wage Rates posted on 1/15/2025

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Overtime																
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	ALL		50.15	51.15	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		41.27	44.57	1.5	1.5	2.0	2.0	15.84	16.02	0.00	0.90		3.11	6.21
BOILERMAKER	All	BLD		55.76	60.77	2.0	2.0	2.0	2.0	6.97	26.44	0.00	3.34	1.95	0.00	38.26
BRICK MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
CARPENTER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
CEMENT MASON	All	ALL		52.00	54.00	2.0	1.5	2.0	2.0	17.81	23.00	0.00	1.15		2.00	4.00
CERAMIC TILE FINISHER	All	BLD		47.09	47.09	1.5	1.5	2.0	2.0	13.00	16.82	0.00	1.09	0.00	5.17	10.34
CERAMIC TILE LAYER	All	BLD		54.84	59.84	1.5	1.5	2.0	2.0	13.00	20.68	0.00	1.17	0.00	7.15	14.30
COMMUNICATION TECHNICIAN	All	BLD		39.35	42.15	1.5	1.5	2.0	2.0	14.65	24.59	3.20	0.83	0.00	14.32	28.62
ELECTRIC PWR EQMT OP	All	ALL		50.82	69.34	1.5	1.5	2.0	2.0	7.25	14.22	0.00	1.52	1.52	8.63	17.26
ELECTRIC PWR GRNDMAN	All	ALL		39.04	69.34	1.5	1.5	2.0	2.0	7.25	10.93	0.00	1.17	1.17	6.63	13.27
ELECTRIC PWR LINEMAN	All	ALL		61.09	69.34	1.5	1.5	2.0	2.0	7.25	17.10	0.00	1.83	1.83	10.38	20.76
ELECTRIC PWR TRK DRV	All	ALL		40.46	69.34	1.5	1.5	2.0	2.0	7.25	11.33	0.00	1.21	1.21	6.87	13.75
ELECTRICIAN	All	BLD		47.16	51.41	1.5	1.5	2.0	2.0	14.65	28.19	7.36	1.20		18.39	36.76
ELEVATOR CONSTRUCTOR	All	BLD		67.84	76.32	2.0	2.0	2.0	2.0	16.18	20.96	5.42	0.75		0.00	0.00
FENCE ERECTOR	NE	ALL		51.00	53.00	1.5	1.5	2.0	2.0	13.74	18.32	0.00	0.75		0.00	0.00
GLAZIER	All	BLD		51.55	53.05	1.5	2.0	2.0	2.0	15.64	26.18	0.00	2.27	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		55.02	58.32	1.5	1.5	2.0	2.0	15.84	19.01	0.00	0.90		4.60	9.20
IRON WORKER	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
LABORER	All	ALL		50.15	50.90	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
LATHER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
MACHINIST	All	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		39.50	53.55	1.5	1.5	2.0	2.0	12.70	22.32	0.00	0.73	0.00	2.88	5.76
MARBLE SETTER	All	BLD		51.00	56.10	1.5	1.5	2.0	2.0	12.70	24.01	0.00	0.92	0.00	3.73	7.45
MATERIAL TESTER I	All	ALL		40.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		45.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00

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DuPage County Prevailing Wage Rates posted on 1/15/2025

MILLWRIGHT	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	1	60.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	2	59.50	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	56.95	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	4	55.20	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	5	64.55	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	6	61.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	7	63.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT		50.50	50.50	1.5	1.5	2.0	2.0	23.95	21.40	2.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	1	59.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	2	58.45	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	3	56.40	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	4	55.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	5	53.80	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	6	62.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	7	60.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
ORNAMENTAL IRON WORKER	All	ALL		57.51	60.51	2.0	2.0	2.0	2.0	14.31	26.50	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		53.05	55.05	1.5	1.5	1.5	2.0	16.08	9.90	0.00	1.65	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		45.49	51.09	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILED RIVER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
PIPE FITTER	All	BLD		57.00	60.00	1.5	1.5	2.0	2.0	13.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		52.00	55.12	1.5	1.5	2.0	2.0	12.70	24.23	0.00	1.18	0.00	4.22	8.43
PLUMBER	All	BLD		58.55	62.05	1.5	1.5	2.0	2.0	17.75	17.74	0.00	1.83	0.00	0.00	0.00
ROOFER	All	BLD		50.25	55.25	1.5	1.5	2.0	2.0	11.98	17.34	0.00	1.11	0.00	0.00	0.00
SHEET METAL WORKER	All	BLD		56.35	60.86	1.5	1.5	2.0	2.0	15.41	19.83	0.00	1.79	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		60.00	62.75	1.5	1.5	2.0	2.0	14.95	19.40	0.00	1.10	0.00	0.00	0.00
STEEL ERECTOR	All	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
STONE MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
SURVEY WORKER	All	BLD		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49	0.00	0.00	0.00

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SURVEY WORKER	All	HWY		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00
TERRAZZO FINISHER	All	BLD		48.94	48.94	1.5	1.5	2.0	2.0	13.00	18.42	0.00	1.11	0.00	4.22	8.44
TERRAZZO MECHANIC	All	BLD		52.85	56.35	1.5	1.5	2.0	2.0	13.00	19.81	0.00	1.15	0.00	4.47	8.94
TRAFFIC SAFETY WORKER I	All	HWY		42.10	43.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	All	HWY		43.10	44.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	44.06		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	44.21		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	44.41		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.61		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TUCK POINTER	All	BLD		51.53	52.53	1.5	1.5	2.0	2.0	10.05	22.66	0.00	1.15	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

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ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network),

pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Scream; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Scream; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes; Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc,

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Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master

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Mechanic: Self-loading equipment like P.B. and trucks with scoops on the front.

SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

GEOTECHNICAL
INVESTIGATION

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM



REPORT OF
SUBSURFACE EXPLORATION AND
GEOTECHNICAL ENGINEERING SERVICES



2024 PAVING PROJECT
VARIOUS LOCATIONS
BENSENVILLE, ILLINOIS 60106

CGMT PROJECT NO. 23G0471

FOR
VILLAGE OF BENSENVILLE
BENSENVILLE, ILLINOIS

OCTOBER 26, 2023



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VILLAGE OF BENSENVILLE 2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

CGMT Project No. 23G0471
2024 Paving Project
Bensenville, Illinois

EXECUTIVE SUMMARY

Construction & Geotechnical Material Testing, Inc. (CGMT) has completed your subsurface exploration and geotechnical engineering project. The subsurface conditions encountered during our exploration and CGMT's conclusions and recommendations are summarized below. This summary should not be considered apart from the entire text of the report with all the qualifications and considerations mentioned herein. Details of our conclusions and recommendations are discussed in the following sections and in the Appendix of this report.

The project site is located along Dennis Drive, Dolores Drive, Jacquelyn Drive, Pamela Drive, David Drive, Daniel Drive, E. Belmont Avenue, Dante Court, W. Belmont Avenue, Addison Street, Center Street, Redmond Court, Brentwood Drive, Brentwood Court, John Street, Legends Lane, Eastview Avenue and the Village Hall Parking Lot in Bensenville, Illinois. A total of forty-six (46) pavement cores and soil borings, C-1 through C-46 were performed for this project. The pavement thicknesses and subsurface conditions encountered at the pavement cores and borings performed at the site can be summarized as follows:

Approximately 3 to 9 1/2 inches of asphalt pavement underlain by approximately 4 to 14 inches of aggregate base course were encountered at the ground surface in the pavement cores C-1 through C-24, C-26, C-28 and C-31 through C-46. Approximately 9 inches of asphalt pavement was encountered at the ground surface in the pavement core C-25. Approximately 4 to 7 3/8 inches of asphalt pavement underlain by approximately 2 3/4 to 6 1/4 inches of concrete underlain by approximately 3 to 14 inches of aggregate base course were encountered at the ground surface in the pavement cores C-27, C-29 and C-30. The surface materials were underlain by brown loose to very dense sand and gravel fill soils that extended to the boring termination depths of approximately 2 1/2 feet below the existing grade in the soil borings C-1, C-27 and C-41. The surface materials were underlain by brown loose clayey sand and gravel fill soils that extended to the boring termination depth of approximately 2 1/2 feet below the existing grade in the soil boring C-2. The surface materials were underlain by black, dark brown, brown, brown and gray or gray stiff to hard silty clay, trace sand and gravel fill soils that extended to the boring termination depths of approximately 2 1/2 feet below the existing grade in the soil borings C-3 through C-26, C-28 through C-40 and C-42 through C-46.

Subgrade preparation for complete reconstruction should be initiated by removing the existing asphalt pavement, along with the underlying base course. Any topsoil and/or soft layers encountered immediately below the base course, should also be stripped from the pavement subgrade at this time. Based on the boring field and laboratory and test data, the immediate subgrade soils encountered in the soil borings C-2, C-27, C-36, C-42 and C-46 may be unsuitable for continued support of pavements. As such, CGMT recommended soils near those borings may require remediation. Additional unstable areas may be exposed during construction operations. The actual need for the recommended treatment should be determined in the field at the time of construction based on guidelines presented in the IDOT Geotechnical Engineer Manual under the direction of a licensed geotechnical engineer. All potentially unstable soils should be tested with a cone penetrometer and treated in accordance with Article 301.04 of the IDOT Standard Specifications for Road and Bridge Construction and the undercut guidelines in the IDOT Subgrade Stability Manual.

Following the removal of the existing pavement section and removal of any visibly unsuitable materials, such as utility trench fill, the exposed soil subgrade should be closely observed and proofrolled. The proofrolling should be performed using a fully loaded tandem axle dump truck or other equipment providing an equivalent subgrade loading. A minimum gross weight of 25 tons is recommended for the proofrolling equipment.

For the design and construction of exterior pavements, we recommend that the existing pavement section and unsuitable materials be removed before construction of new pavements and that new pavements will be supported by stable and approved subgrades consisting of silty clay fill soils or on new engineered fill.

Assuming the pavement subgrade will consist predominantly of the cohesive soils and new fill prepared in accordance with the recommendations given in this report, an estimated IBR value of 3 could be used in proportioning a flexible pavement section. Similarly, an estimated modulus of subgrade reaction value equal to 100 pounds per cubic inch could be used for design of rigid concrete pavement sections. A Subgrade Stability Rating (SSR) rating of (Poor) should be used for pavement design. Concrete pavements should be air-entrained Portland cement concrete with a minimum compressive strength of 4,000 psi and a minimum flexural strength of 650 psi. Concrete strength requirements are outlined in article 1020.04 of the Standard Specifications for Road and Bridge Construction, effective April 1, 2016.

We recommend that the utility excavations, preparation of subgrades, and pavement construction be monitored full-time by a CGMT geotechnical engineer or his representative to verify that the exposed subgrade materials will be suitable for the pavement support.

Report Prepared By:

Blake Sloan

Blake A. Sloan
Staff Engineer

Report Reviewed By:

Pratik Patel

Pratik K. Patel, P.E.
Principal



VILLAGE OF BENSENVILLE 2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

CGMT Project No. 23G0471
2024 Paving Project
Bensenville, Illinois

1 PROJECT OVERVIEW

Introduction

This report presents the results of our subsurface exploration and engineering services for the 2024 Paving Project on Dennis Drive, Dolores Drive, Jacquelyn Drive, Pamela Drive, David Drive, Daniel Drive, E. Belmont Avenue, Dante Court, W. Belmont Avenue, Addison Street, Center Street, Redmond Court, Brentwood Drive, Brentwood Court, John Street, Legends Lane, Eastview Avenue and the Village Halll Parking Lot in Bensenville, Illinois. A General Location Plan included in the Appendix of this report, shows the approximate location of this project.

Project Description

ITEM	DESCRIPTION
Site Layout	See Boring Location Diagram in the Appendix
Proposed Construction	Based on the information provided to us, the Village of Bensenville is proposing to rehabilitate the pavement on Dennis Drive, Dolores Drive, Jacquelyn Drive, Pamela Drive, David Drive, Daniel Drive, E. Belmont Avenue, Dante Court, W. Belmont Avenue, Addison Street, Center Street, Redmond Court, Brentwood Drive, Brentwood Court, John Street, Legends Lane, Eastview Avenue and the Village Halll Parking Lot in Bensenville, Illinois
Grading and Existing Site Considerations	Site grading including cuts and fills are anticipated to be less than 1 foot will be needed to develop the final site grades across the site.

Scope of Work

The conclusions and recommendations contained in this report are based on the soil borings performed in the vicinity of the proposed pavement areas, and associated laboratory testing of selected soil samples. The scope of the subsurface exploration included the following:

Number of Pavement Cores and Soil Borings

46

Depth (feet)

2½

The results of the soil borings, along with a Boring Location Plan showing the approximate locations where the borings were performed, are included in the Appendix of this report. Once the samples were returned to our laboratory, we laboratory tests on selected representative soil samples from the borings to evaluate pertinent engineering properties, and, we analyzed the field and laboratory data to develop appropriate engineering recommendations.

The purpose of this report is to provide information and geotechnical engineering recommendations with regard to:

- Subsurface Soil and Groundwater Conditions
- Pavement Design and Construction
- Site Preparation and Earthwork



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EXPLORATION RESULTS

Site Description

ITEM	DESCRIPTION
Project Locations	The project site is located along Dennis Drive, Dolores Drive, Jacquelyn Drive, Pamela Drive, David Drive, Daniel Drive, E. Belmont Avenue, Dante Court, W. Belmont Avenue, Addison Street, Center Street, Redmond Court, Brentwood Drive, Brentwood Court, John Street, Legends Lane, Eastview Avenue and the Village Halll Parking Lot in Bensenville, Illinois
Existing Site Improvements	At the time of our exploration, the existing pavement was relatively in poor condition with many cracks in longitudinal, transverse, and random orientations. Areas of alligator cracking were also present throughout the existing pavement. In our opinion, the pavement appeared to be near the end of its useful life.

Surface Conditions

A total of forty-six (46) pavement cores, C-1 through C-46, were performed for this project. The pavement conditions and thicknesses are summarized in the table below:

Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-1	Dennis Drive	16 1/2 in.	1" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1/2" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			2" Asphalt	Binder Coarse, Trace Voids, Good Bond
			1 3/4" Asphalt	Binder Coarse, Little Voids, Good Bond
			4 1/4" Asphalt	Binder Coarse, Little Voids
			7" Base Course	Apparent IDOT CA06
C-2	Dennis Drive	16 1/2 in.	1 1/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			2 1/4" Asphalt	Binder Coarse, Trace Voids
			12" Base Course	Apparent IDOT CA06
C-3	Dolores Drive	17 5/8 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			1 1/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			2 7/8" Asphalt	Binder Coarse, Trace Voids
			12" Base Course	Apparent IDOT CA06



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Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-4	Jacquelyn Drive	16 3/4 in.	2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			1 1/4" Asphalt	Surface Coarse, Little Voids With Horizontal and Vertical Cracking, Poor Bond
			2 1/4" Asphalt	Binder Coarse, Little Voids With Horizontal Cracking, Poor Bond
			1 1/4" Asphalt	Binder Coarse, Little Voids
			12" Base Course	Apparent IDOT CA06
C-5	Dennis Drive	11 5/8 in.	1 5/8" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			1" Asphalt	Surface Coarse, Little Voids, Good Bond
			1 3/8" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 5/8" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-6	Pamela Drive	11 1/2 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Poor Bond
			Geotextile	Paving Fabric
			2" Asphalt	Surface Coarse, Little Voids
			8" Base Course	Apparent IDOT CA06
C-7	Dolores Drive	20 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			3 1/2" Asphalt	Binder Coarse, Trace Voids, Good Bond
			3" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-8	David Drive	12 in.	1 1/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			1 1/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			2 1/2" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06



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Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-9	Daniel Drive	12 1/4 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Poor Bond
			Geotextile	Paving Fabric
			1 3/4" Asphalt	Binder Coarse, Trace Voids, Poor Bond
			Geotextile	Paving Fabric
			1" Asphalt	Surface Coarse, Little Voids
			8" Base Course	Apparent IDOT CA06
C-10	Dolores Drive	17 1/2 in.	1 3/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			1 3/4" Asphalt	Binder Coarse, Little Voids
			14" Base Course	Apparent IDOT CA06
C-11	Daniel Drive	11 5/8 in.	1" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			1 7/8" Asphalt	Surface Coarse, Little Voids, Good Bond
			1 3/4" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-12	Daniel Drive	12 in.	1" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			2 1/2" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-13	Dolores Drive	11 1/4 in.	2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			2 1/4" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-14	David Drive	12 3/4 in.	1 1/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			1 3/8" Asphalt	Surface Coarse, Little Voids, Good Bond
			2 1/8" Asphalt	Surface Coarse, Trace Voids, Good Bond
			2" Asphalt	Binder Coarse, Trace Voids
			6" Base Course	Apparent IDOT CA06



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Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-15	David Drive	12 in.	2 1/8" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 7/8" Asphalt	Binder Coarse, Trace Voids
			8" Base Course	Apparent IDOT CA06
C-16	Pamela Drive	12 3/8 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			1" Asphalt	Surface Coarse, Some Voids, Good Bond
			1 7/8" Asphalt	Binder Coarse, Trace Voids
			8" Base Course	Apparent IDOT CA06
C-17	E. Belmont Avenue	17 1/2 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 1/2" Asphalt	Binder Coarse, Little Voids
			11" Base Course	Apparent IDOT CA06
C-18	E. Belmont Avenue	19 in.	2" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			2 1/4" Asphalt	Surface Coarse, Little Voids, Poor Bond
			Geotextile	Paving Fabric
			3 3/4" Asphalt	Binder Coarse, Little Voids
			11" Base Course	Apparent IDOT CA06
C-19	Dante Court	12 1/4 in.	2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			2 1/4" Asphalt	Binder Coarse, Trace Voids, Good Bond
			3 3/4" Asphalt	Binder Coarse, Trace Voids
			6" Base Course	Apparent IDOT CA06



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Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-20	Jacquelyn Drive	9 in.	1 5/8" Asphalt	Surface Coarse, Trace Voids, Good Bond
			Geotextile	Paving Fabric
			7/8" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 1/2" Asphalt	Binder Coarse, Trace Voids
			4" Base Course	Apparent IDOT CA06
C-21	W. Belmont Avenue	16 5/8 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			3 1/8" Asphalt	Binder Coarse, Trace Voids
			12" Base Course	Apparent IDOT CA06
C-22	W. Belmont Avenue	12 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			3 1/2" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-23	Addison Street	11 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Poor Bond
			2 1/2" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06
C-24	Addison Street	11 3/4 in.	1 1/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			2 1/2" Asphalt	Binder Coarse, Trace Voids
			8" Base Course	Apparent IDOT CA06
C-25	Center Street	9 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 3/4" Asphalt	Binder Coarse, Little Voids, Poor Bond
			1" Asphalt	Binder Coarse, Trace Voids, Good Bond
			1 3/4" Asphalt	Surface Coarse, Trace Voids, Good Bond
			3" Asphalt	Surface Coarse, Trace Voids
C-26	Center Street	10 in.	1 1/8" Asphalt	Surface Coarse, Little Voids, Good Bond
			2 7/8" Asphalt	Binder Coarse, Trace Voids
			6" Base Course	Apparent IDOT CA06



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Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-27	Redmond Court	22 3/4 in.	2 3/8" Asphalt	Surface Coarse, Little Voids, Poor Bond
			1 7/8" Asphalt	Binder Coarse, Trace Voids, Good Bond
			1 3/4" Asphalt	Binder Coarse, Little Voids, Poor Bond
			2 3/4" Concrete	PCC, Poor Condition With Horizontal and Vertical Cracking
			14" Base Course	Apparent IDOT CA06
C-28	Redmond Court	19 in.	1 3/4" Asphalt	Surface Coarse, Little Voids, Poor Bond
			3 1/4" Asphalt	Binder Coarse, Little Voids
			14" Base Course	Apparent IDOT CA06
C-29	Brentwood Drive	21 1/4 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Good Bond
			1" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			1 1/2" Asphalt	Binder Coarse, Trace Voids, Poor Bond
			6 1/4" Concrete	PCC, Good Condition
			11" Base Course	Apparent IDOT CA06
C-30	Brentwood Drive	14 3/4 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Good Bond
			3 1/4" Asphalt	Binder Coarse, Trace Voids, Good Bond
			2 5/8" Asphalt	Binder Coarse, Trace Voids, Poor Bond
			4 3/8" Concrete	PCC, Good Condition
			3" Base Course	Apparent IDOT CA06
C-31	Brentwood Drive	18 3/8 in.	1 3/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			3" Asphalt	Surface Coarse, Trace Voids, Good Bond
			1 5/8" Asphalt	Surface Coarse, Trace Voids
			12" Base Course	Apparent IDOT CA06
C-32	Brentwood Drive	15 in.	1" Asphalt	Surface Coarse, Little Voids, Good Bond
			1" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			1" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			3" Asphalt	Binder Coarse, Little Voids, Good Bond
			2" Asphalt	Binder Coarse, Little Voids
			7" Base Course	Apparent IDOT CA06



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Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-33	Brentwood Court	23 in.	1" Asphalt	Surface Coarse, Little Voids, Good Bond
			1" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			1" Asphalt	Leveling Binder Coarse, Trace Voids, Good Bond
			3" Asphalt	Binder Coarse, Little Voids, Good Bond
			2" Asphalt	Binder Coarse, Little Voids
			14" Base Course	Apparent IDOT CA06
C-34	John Street	19 in.	2 1/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			4 3/4" Asphalt	Binder Coarse, Little Voids
			12" Base Course	Apparent IDOT CA06
C-35	John Street	19 1/2 in.	1 3/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			3 3/4" Asphalt	Binder Coarse, Trace Voids
			14" Base Course	Apparent IDOT CA06
C-36	Legends Lane	18 3/4 in.	1" Asphalt	Surface Coarse, Little Voids, Poor Bond
			3 1/4" Asphalt	Binder Coarse, Trace Voids, Good Bond
			2 1/2" Asphalt	Binder Coarse, Trace Voids
			12" Base Course	Apparent IDOT CA06
C-37	E. Belmont Avenue	21 1/4 in.	2" Asphalt	Surface Coarse, Little Voids, Good Bond
			2 3/4" Asphalt	Binder Coarse, Trace Voids, Good Bond
			2 1/2" Asphalt	Binder Coarse, Trace Voids
			14" Base Course	Apparent IDOT CA06
C-38	E. Belmont Avenue	19 in.	2 3/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			4 1/4" Asphalt	Binder Coarse, Little Voids
			12" Base Course	Apparent IDOT CA06
C-39	Eastview Avenue	10 3/4 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Good Bond
			2 1/4" Asphalt	Binder Coarse, Little Voids
			7" Base Course	Apparent IDOT CA06
C-40	Eastview Avenue	11 1/4 in.	1 1/2" Asphalt	Surface Coarse, Trace Voids, Poor Bond
			2 3/4" Asphalt	Binder Coarse, Trace Voids
			7" Base Course	Apparent IDOT CA06



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Pavement Core	Location	Total Depth of Pavement	Pavement Components	Comments
C-41	Village Hall Parking Lot	14 1/2 in.	1 1/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			2 1/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			1" Asphalt	Binder Coarse, Some Voids With Horizontal Cracking
			10" Base Course	Apparent IDOT CA06
C-42	Village Hall Parking Lot	15 in.	2" Asphalt	Surface Coarse, Little Voids, Good Bond
			2" Asphalt	Binder Coarse, Little Voids
			11" Base Course	Apparent IDOT CA06
C-43	Village Hall Parking Lot	15 in.	1 1/4" Asphalt	Surface Coarse, Little Voids, Good Bond
			1 3/4" Asphalt	Surface Coarse, Little Voids
			12" Base Course	Apparent IDOT CA06
C-44	Village Hall Parking Lot	15 1/8 in.	1 1/2" Asphalt	Surface Coarse, Little Voids, Good Bond
			2 5/8" Asphalt	Surface Coarse, Little Voids
			11" Base Course	Apparent IDOT CA06
C-45	Village Hall Parking Lot	12 3/4 in.	1 5/8" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			2 1/8" Asphalt	Surface Coarse, Little Voids
			9" Base Course	Apparent IDOT CA06
C-46	Village Hall Parking Lot	15 in.	1 5/8" Asphalt	Surface Coarse, Little Voids, Good Bond
			Geotextile	Paving Fabric
			3 1/8" Asphalt	Binder Coarse, Trace Voids, Poor Bond
			1 1/4" Asphalt	Binder Coarse, Trace Voids
			9" Base Course	Apparent IDOT CA06

Soil Conditions

A total of forty-six (46) soil borings, C-1 through C-46, were performed for this project. The subsurface conditions encountered at the soil borings performed at the site can be summarized as follows:



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The surface materials were underlain by brown loose to very dense sand and gravel fill soils that extended to the boring termination depths of approximately 2½ feet below the existing grade in the soil borings C-1, C-27 and C-41. The surface materials were underlain by brown loose clayey sand and gravel fill soils that extended to the boring termination depth of approximately 2½ feet below the existing grade in the soil boring C-2. The surface materials were underlain by black, dark brown, brown, brown and gray or gray stiff to hard silty clay, trace sand and gravel fill soils that extended to the boring termination depths of approximately 2½ feet below the existing grade in the soil borings C-3 through C-26, C-28 through C-40 and C-42 through C-46.

SOILS	SOIL CHARACTERISTICS
Fill: Cohesive Soils	4 to 12 blows per foot Unconfined Compressive Strengths: 1.5 to 4.5+ tsf; Stiff to Hard Moisture Contents: 12.5 to 29.1 percent Dry Densities: 86.5 to 111.6 lbs./ft ³
Fill: Granular Soils	6 to 60 blows per foot; Loose to Very Dense Moisture Contents: 7.6 to 10.9 percent

Groundwater Observations

Observations for groundwater were made during sampling and upon completion of the drilling operations at the boring locations. In auger drilling operations, water is not introduced into the boreholes, and the groundwater position can often be obtained by observing water flowing into or out of the boreholes. Furthermore, visual observation of the soil samples retrieved during the auger drilling exploration can often be used in evaluating the groundwater conditions. Groundwater levels were observed during drilling and immediately the completion of drilling. Groundwater measurements are summarized in the table below.

Groundwater Summary

LOCATION	GROUNDWATER LEVELS (FEET)	
	DURING DRILLING	IMMEDIATELY AFTER COMPLETION
Soil Borings C-1 through C-46	None	None

Glacial till soils in the Midwest frequently oxidize from gray to brown above the level at which the soil remains saturated. The seasonal high water table is often interpreted to be near this zone of color change. Based on the results of this exploration, the season high water table may be located at depths greater than those explored.

More definitive evidence of prevailing groundwater levels could be obtained through the use of groundwater monitoring wells, which CGMT could install and monitor if requested.

It should be noted that the groundwater level can vary based on precipitation, evaporation, surface run-off and other factors not immediately apparent at the time of this exploration. Surface water runoff will be a factor during general construction, and steps should be taken during construction to control surface water runoff and to remove any water that may accumulate in the proposed excavations as well as floor slab and pavement areas. Precipitation generally varies seasonally. To assist in anticipating groundwater fluctuations changes throughout the year, average monthly precipitation is provided in the table below. Average precipitation levels were obtained from wunderground.com.



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Seasonal Precipitation

Month	January	February	March	April	May	June	July	August	September	October	November	December	Total
Normal Precipitation (inches)	2.53	3.83	2.50	2.98	0.54	2.65	7.61	1.33	3.36	1.66	0.86	2.17	32.02



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ANALYSIS AND RECOMMENDATIONS

Overview

The following recommendations have been developed on the basis of the previously described project characteristics and subsurface conditions encountered. If there are any changes to the project characteristics or if different subsurface conditions are encountered during construction, CGMT should be consulted so that the recommendations of this report can be reviewed. The pavement rehabilitation methods that could be considered would include:

- Complete Reconstruction of aggregate base and pavement
- Partial Reconstruction
- Milling and Overlay

Based on the observed condition of the pavements which include severe longitudinal, transverse, and alligator cracking, at the boring locations, a partial reconstruction program or a milling and overlay program will probably be best suited in most areas. A complete reconstruction of aggregate base and pavement program would likely be the most expensive alternate but would provide higher confidence of the subgrade and subbase materials would likely be best suited.

Complete reconstruction would consist of removing the entire existing pavement section down to the soil subgrade. It is possible that undercutting may be necessary when subgrade soils consisting of high moisture and/or organic soils are exposed following removal of the asphalt pavement layers.

Subgrade Preparation Recommendations for Complete Reconstruction

Subgrade preparation for complete reconstruction should be initiated by removing the existing asphalt pavement, along with the underlying base course. Any topsoil and/or soft layers encountered immediately below the base course, should also be stripped from the pavement subgrade at this time. Based on the boring field and laboratory and test data, the immediate subgrade soils encountered in the soil borings C-2, C-27, C-36, C-42 and C-46 may be unsuitable for continued support of pavements. As such, CGMT recommended soils near those borings may require remediation. Additional unstable areas may be exposed during construction operations. The actual need for the recommended treatment should be determined in the field at the time of construction based on guidelines presented in the IDOT Geotechnical Engineer Manual under the direction of a licensed geotechnical engineer. All potentially unstable soils should be tested with a cone penetrometer and treated in accordance with Article 301.04 of the IDOT Standard Specifications for Road and Bridge Construction and the undercut guidelines in the IDOT Subgrade Stability Manual.

We recommend that the project geotechnical engineer or his representative should be on site to monitor stripping and site preparation operations and observe that unsuitable soils have been satisfactorily removed and to observe proofrolling.

After removal of unsuitable/deleterious materials and stripping to the desired grade, and prior to fill placement, we recommend the stripped/exposed subgrades be observed by an experienced geotechnical engineer or his authorized representative at the time of construction in order to aid in identifying localized soft/loose or unsuitable materials which should be removed. Proofrolling using a loaded dump truck having a gross weight of at least 25 tons, may be used at this time to aid in identifying localized soft or unsuitable material which should be removed. If poorer soil conditions (very soft, clay loam soils are sensitive to moisture changes and some softening/disturbance of the exposed soils should be expected following periods of precipitation. If any remediation is required at time of construction, it may include undercutting and placement of a stabilization stone such as IDOT gradation CA-1 or PGE materials or approved fill material.



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Proofrolling will aid in providing a firm base for compaction of new fill or subbase materials and in delineating soft or unstable subgrade conditions. Soft or unstable subgrades identified by proofrolling should be scarified in-place, moisture conditioned as necessary, and recompacted as recommended below. If adequate stability cannot be achieved through scarification and recompaction, or project schedules or weather conditions do not allow scarification and recompaction, the unstable material should be undercut and replaced with suitable engineered fill. Although the borings did not suggest that extensive areas of undercutting would be required, subgrade conditions between borings and core holes could vary and some contingency for undercutting should be provided in the contract documents.

If improvements are needed, the aggregate subgrade improvement, as discussed in the IDOT District One Special Provision 303, shall be installed. The special provision requires a gradation CS 01 for a minimum thickness of 12 inches. The upper 3 inches of the improved subgrade shall be composed of a material that will have a maximum particle size of 1½ inches.

Based on the boring information, CGMT anticipates that the aggregate subgrade improvement will be required at the locations noted in the table below, but may also be needed at other locations where the exposed soils consist of unsuitable or unstable soils as determined by the CGMT's on-site representative.

Anticipated Areas Requiring Subgrade Improvement

Location	Material	Depth
Soil Boring C-2	Clayey Sand and Gravel, brown, loose (SC-GC FILL) - Low Strength Soils	1 to 2½ feet
Soil Boring C-27	Sand and Gravel, brown, loose (SP-GP FILL) - Low Strength Soils	1½ to 2½ feet
Soil Boring C-36	Silty Clay, Trace Sand and Gravel, dark brown, very stiff (CL FILL) - High Moisture Soils	1½ to 2½ feet
Soil Boring C-42	Silty Clay, Trace Sand and Gravel, dark brown, stiff (CL FILL) - Low Strength and High Moisture Soils	1 to 2½ feet
Soil Boring C-46	Silty Clay, Trace Sand and Gravel, brown, very stiff (CL FILL) - High Moisture Soils	1 to 2½ feet

The IDOT District One Geotechnical Unit requires the use of a 12-inch-thick application of aggregate subgrade improvement for all roads that use Federal Funds. As such, CGMT recommends the new pavement section by underlain by a minimum of 12-inches of well-compacted granular fill.

Where required undercuts are less than about 1 foot in depth, IDOT Gradation CA-6 granular fill materials or stockpiled granular base material should be used to backfill the undercut. Where undercuts exceed about 1 foot, consideration could be given to backfilling the undercuts with an approved coarse crushed stone. However, these coarser materials should be “choked off” with a minimum 6-inch thickness of CA-6. The use of geotextile or geogrid materials to separate and reinforce the engineered fill could also be considered. Geotextiles can often provide some savings by reducing the required depths of cut and subsequent fill volumes. If undercut depths excess about 1.5 to 2 feet, consideration should be given to using geotextiles.

We should note that the use of granular soils as undercut backfill can create localized areas for water to collect below pavements, which can contribute to subgrade saturation, pumping and frost heave. If conditions warrant such undercuts and granular backfill, it may also be necessary to provide an outlet, such as a gravel filled trench extended to a catch basin or sewer trench backfill, to drain the zone of granular fill.



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Some of the near surface soils encountered in the borings had somewhat high moisture contents, and sand or silt layers will likely be encountered near the ground surface. These soil types could be encountered in isolated to relatively broad areas during grading. Instability and disturbance of these soil types could occur during construction, particularly if wetted by surface water or seepage. These soils may exhibit a relatively firm/stable condition upon initial exposure at the subgrade level. However, repetitive construction traffic and/or wetting will deteriorate the strength of these soils. It is likely that portions of the pavement subgrades could become unstable during proofrolling and construction operations and some means of subgrade stabilization may be required to facilitate construction.

Representatives of CGMT should be present on an on-going basis to perform observations and testing during the preparation of the pavement areas.

Subgrade Preparation Recommendations for Partial Reconstruction

Site preparation for a partial pavement reconstruction would involve the primary steps outlined above, with the exception of removing only a portion of the existing aggregate base course. The amount of base course to be removed would be dependent upon the pavement section thickness used to reconstruct the pavement (see previous section of report).

Any aggregate base course which is disturbed during the removal process should be recompacted. After excavating to grade and recompacting as necessary, the proofrolling and undercutting procedures outlined earlier should be performed.

Milling and Overlay

Milling and overlaying the existing asphalt pavement for pavement rehabilitation could also be considered. Areas of alligator cracking or rutting would likely need to be removed and replaced with a thicker section of new asphalt. Following the milling operation, cracks in the exposed asphalt pavement should be sealed and a crack resistant fabric should be placed over the existing milled asphalt surface prior to the placing the overlay.

Milling over thin sections of existing asphalt pavement (less than 3 or 4 inches) may not be feasible since existing cracks probably extend completely through the existing asphalt pavement and may cause the pavement break up during milling. Therefore, a combination of asphalt pavement removal would probably need to be performed in conjunction with any mill and overlay program.

The planned thickness of new overlay could exceed the practical depth of milling (particularly where existing pavements are thin). The asphalt overlay could extend above the flow line along existing curb and gutter in some areas or additional milling would probably need to be performed around existing manhole structures and curbs to match existing elevations.

Engineered Fill

Where new fill material is required for backfill or to otherwise reach the design subgrade elevation beneath pavements, we recommend that engineered fill be used. Any soil placed as engineered fill should be an approved material, free of organic matter or debris, be a non-frost susceptible soil, and have a liquid limit and plasticity index less than 40 and 15, respectively. The project geotechnical engineer should be consulted to determine the suitability of off-site/on-site materials for use as engineered fill, prior to use or placement. Fill materials containing large voids are more susceptible to future movement that may become unstable resulting in excessive and variable settlement.



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Fill should be placed in lifts not exceeding 8 inches in loose thickness, moisture conditioned to within 2 percent of the optimum moisture content and compacted to at least 95 percent of the maximum dry density obtained in accordance with ASTM Specification D 1557, Modified Proctor Method. Fill placed below footing base elevations should be compacted to at least 95 percent of the material's modified Proctor maximum dry density (ASTM D 1557). Engineered fill placed to support foundations should extend 1 foot beyond the outside edges of the footings and from that point outward laterally 1 foot for every 2 feet of fill thickness below the footings. Laboratory proctor tests should be performed on fill materials to determine the maximum dry density and optimum moisture content. A shrinkage factor of 15 percent can be assumed for estimating earthwork quantities for bidding purposes.

We recommend suitable silty clays used to raise the grade or backfill undercuts should be compacted with a sheepsfoot roller. Granular engineered fill should be compacted with a smooth drum roller or adequate heavy vibratory plate. Moisture control during earthwork operations, including the use of diskings or appropriate drying equipment and techniques, should be expected.

In-place density tests should be performed with a minimum of 1 test per 2,000 square feet of fill area for each lift of fill placed. We recommend that the placement of engineered fill be monitored full-time by CGMT representative and in-place density tests should be performed to verify the adequacy of the compaction for each lift of fill placed.

Pavements

For the design and construction of pavements, we recommend that the existing pavement and any vegetation, topsoil, organic soils and/or unsuitable/deleterious materials should be removed and replaced with new, properly compacted engineered fill as discussed in the **Subgrade Preparation** sections. If the removal is performed in accordance with these recommendations, we anticipate the pavements will be supported on stable and approved subgrades consisting of the existing fill soils or on new, properly compacted engineered fill.

It is assumed that the existing pavement subgrade has performed satisfactorily during the proofroll discussed in the **Subgrade Preparation** subsection, even though the existing fill soils were encountered at depths greater than those explored. Provided that the pavement subgrade passes a proofroll, the risk of excessive settlement is low. However, if the pavement subgrade does not pass the proofroll, some undercutting and placement of controlled backfill will be required.

We anticipate the new pavement will be constructed of asphaltic concrete or Portland cement concrete. We expect that the proposed parking lot will generally be utilized for light duty traffic, and the driveways and loading and unloading areas be utilized for light to medium duty traffic. Heavy traffic loads would be anticipated for areas near any dumpsters where garbage trucks would often cross. We recommend the pavement subjected to light traffic be underlain by a minimum of 8 inches of base course granular material, similar to Illinois Department of Transportation gradation CA-6.

Assuming the pavement subgrade will consist predominantly of the cohesive soils and new fill prepared in accordance with the recommendations given in this report, an estimated IBR value of 3 could be used in proportioning a flexible pavement section. Similarly, an estimated modulus of subgrade reaction value equal to 100 pounds per cubic inch could be used for design of rigid concrete pavement sections. A Subgrade Stability Rating (SSR) rating of (Poor) should be used for pavement design. Concrete pavements should be air-entrained Portland cement concrete with a minimum compressive strength of 4,000 psi and a minimum flexural strength of 650 psi. Concrete strength requirements are outlined in article 1020.04 of the Standard Specifications for Road and Bridge Construction, effective April 1, 2016.



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Final design sections should consider details such as final grades, traffic loadings, traffic volumes, the desired design life and any local, county or city codes. If you wish, we would be pleased to perform a detailed pavement section design using AASHTO or Asphalt Institute procedures when this information is available. Minimum design requirements for hot-mix asphalt (HMA) shall follow Article 1030.05 of the Standard Specifications for Road and Bridge Construction, effective April 1, 2016. During asphalt pavement construction, the wearing and leveling course should be compacted to a minimum of 93 percent of the theoretical density value. Prior to placing the granular material, the pavement subgrade soil should be properly compacted, proofrolled, and free of standing water, mud, and frozen soil.

An important consideration with the design and construction of pavements is surface and subsurface drainage. Where standing water develops, either on the pavement surface or within the base course layer, softening of the subgrade and other problems related to the deterioration of the pavement can be expected. Furthermore, good drainage should reduce the possibility of the subgrade materials becoming saturated over a long period of time. We would be pleased to be of further assistance to you in the design of the project pavements by providing additional recommendations during construction of the project.

Periodic maintenance of pavements should be anticipated. The subgrade parameters provided in this report consider that significant changes in the subgrade moisture content do not occur. To reduce the potential for changes in subgrade moisture, all paved areas should be sloped to provide rapid drainage of surface water and to drain water away from the pavement edges. Water that is allowed to pond on or adjacent to the pavement can saturate and soften the subgrade soils and subsequently accelerate pavement deterioration.

Granular base or subbase materials directly below pavement sections can also collect infiltrated surface water and soften the subgrade as well as increase the effects of frost action, both of which can be detrimental to pavements. For these reasons, where granular materials are used over a cohesive soil subgrade or where the groundwater level is within 3.5 feet of finished pavement subgrade, we recommend that consideration be given to using pavement underdrains hydraulically connected to the granular base or subbase to improve the pavement performance and extend its service life. Underdrains should be installed at 300 to 500 feet intervals and at low points in the roadway profile. Pipe underdrains shall be installed according to Check Sheet #19 of the Supplemental Specifications and Recurring Special Provisions, effective January 1, 2015.

General Construction Considerations

We recommend that the subgrade preparation and pavement construction be monitored by a CGMT geotechnical engineer or his representative. Methods of verification and identification such as proofrolling and hand auger probe holes will be necessary to further evaluate the subgrade soils and identify unsuitable soils. We would be pleased to provide these services.

Exposure to the environment may weaken the soils at the foundations bearing level if the excavations remain open for too long a time. Therefore, foundation concrete should be placed the same day that excavations are opened, when possible. If the bearing soils are softened by surface water intrusion or exposure, the softened soils must be removed from the immediately prior to placement of concrete.

We recommend adequate surface and subsurface drainage be considered in the design and construction of pavements. Where standing water develops, either on pavement surfaces or within the base course layer, softening of the subgrade and other problems related to the deterioration of the pavements can be expected. Adequate drainage should reduce the possibility of the subgrade materials becoming saturated over a long period of time. To reduce water infiltration to the pavement section and within the base course layer resulting in softening of the subgrade and deterioration of the pavements, we recommend the timely repair or sealing of joints and cracks in pavement.

All unsuitable materials should be removed and replaced with environmentally clean, inorganic fill and free of debris or harmful matter. Unsuitable materials removed from the project site should be disposed of in accordance with all applicable federal, state, and local regulations.



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The contractor should avoid stockpiling excavated materials immediately adjacent to the excavation walls. We recommend that stockpile materials be kept back from the excavation a minimum distance equal to the excavation depth to avoid surcharging the excavation walls. If this is impractical due to space constraints, the excavation walls should be retained with bracing designed for the anticipated surcharge loading.

Excavations should comply with the requirements of OSHA 29CFR, Part 1926, Subpart P, "Excavations" and its appendices, as well as other applicable codes. This document states that the contractor is solely responsible for the design and construction of stable, temporary excavations. The excavations should not only be in accordance with current OSHA excavation and trench safety standards but also with applicable local, state, and federal regulations. The contractor should shore, slope or bench the excavation sides when appropriate. In no case should excavations extend below the level of adjacent structures, utilities or pavements, unless underpinning or other adequate support is provided. Site safety is the sole responsibility of the contractor, who shall also be responsible for the means, methods and sequencing of construction operations.



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EXPLORATION PROCEDURES

Subsurface Exploration Procedures

The pavement cores were located in the field by a CGMT Field Engineer based on the locations discussed to us by the client. As required by the State of Illinois, CGMT's drill team notified Illinois One-Call System, JULIE, to verify underground utilities in the vicinity of the project site prior to drilling operations.

The pavement cores were obtained using a diamond impregnated core barrel. Representative soil samples were obtained continuously to coring terminus.

The drill crew maintained a field log of the soils encountered in the borings. After recovery, each geotechnical soil sample was removed from the sampler and visually classified. Representative portions of each soil sample were then sealed in jars and brought to our laboratory in Elk Grove Village, Illinois for further visual examination and laboratory testing. After completion of the drilling operations, the boreholes were backfilled with auger cuttings to the existing ground surface.

Laboratory Testing Program

The pavement cores were measured in our laboratory and the thickness and composition of the existing pavement components were documented. Other traits, such as, amount of voids or delaminated layers were also noted. Representative soil samples were selected and tested in our laboratory to check field classifications and to determine pertinent engineering properties. Representative soil samples were selected and tested in our laboratory to check field classifications and to determine pertinent engineering properties. The laboratory testing program included visual classifications and unconfined compressive strength and moisture content determinations.

An experienced geotechnical engineer classified each soil sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System. The group symbols for each soil type are indicated in parentheses following the soil descriptions on the coring logs. A brief explanation of the Unified System is included with this report. The geotechnical engineer grouped the various soil types into the major zones noted on the coring logs. The stratification lines designating the interfaces between earth materials on the coring logs and profiles are approximate; in situ, the transitions may be gradual.

The soil samples will be retained in our laboratory for a period of 60 days, after which, they will be discarded unless other instructions are received as to their disposal.



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CLOSING

We recommend that the construction activities be monitored by CGMT to provide the necessary overview and to check the suitability of the subgrade soils for supporting the pavements. Once final loads become available, CGMT must be contacted to review the recommendations presented herein.

This report has been prepared in order to aid in the evaluation of this property and to assist the architect and/or engineer in the design of this project. The scope is limited to the specific project and locations described herein and our description of the project represents our understanding of the significant aspects relative to soil and pavement characteristics. In the event that any change in the nature or location of the proposed construction outlined in this report are planned, we should be informed so that the changes can be reviewed and the conclusions of this report modified or approved in writing by the geotechnical engineer. It is recommended that all construction operations dealing with earthwork and pavements be reviewed by an experienced geotechnical engineer to provide information on which to base a decision as to whether the design requirements are fulfilled in the actual construction. If you wish, we would welcome the opportunity to provide field construction services for you during construction.

The analysis and recommendations submitted in this report are based upon the data obtained from the soil borings and tests performed at the locations as indicated on the Coring Location Plan and other information referenced in this report. This report does not reflect any variations, which may occur between the pavement cores and borings. In the performance of the subsurface exploration, specific information is obtained at specific locations at specific times. However, it is a well-known fact that variations in soil conditions exist on most sites between pavement core and boring locations and also such situations as groundwater levels vary from time to time. The nature and extent of variations may not become evident until the course of construction. If variations then appear evident, after performing on-site observations during the construction period and noting characteristics and variations, a reevaluation of the recommendations for this report will be necessary.

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

APPENDIX

Vicinity Map

Pavement Core Location Diagram

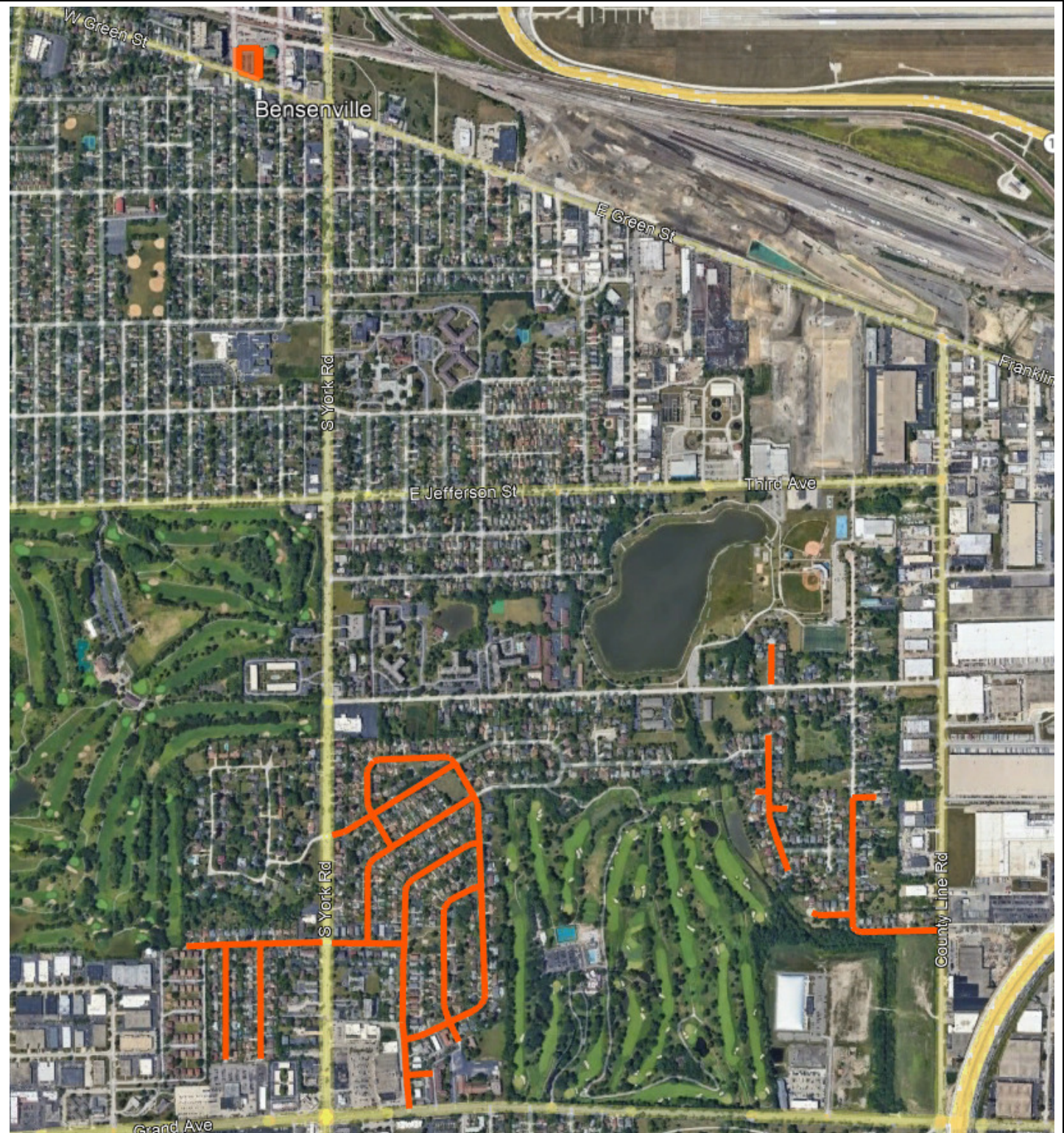
Boring Log(s)

Core Picture(s)


Unified Soil Classification System

Reference Notes for Boring Logs

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM



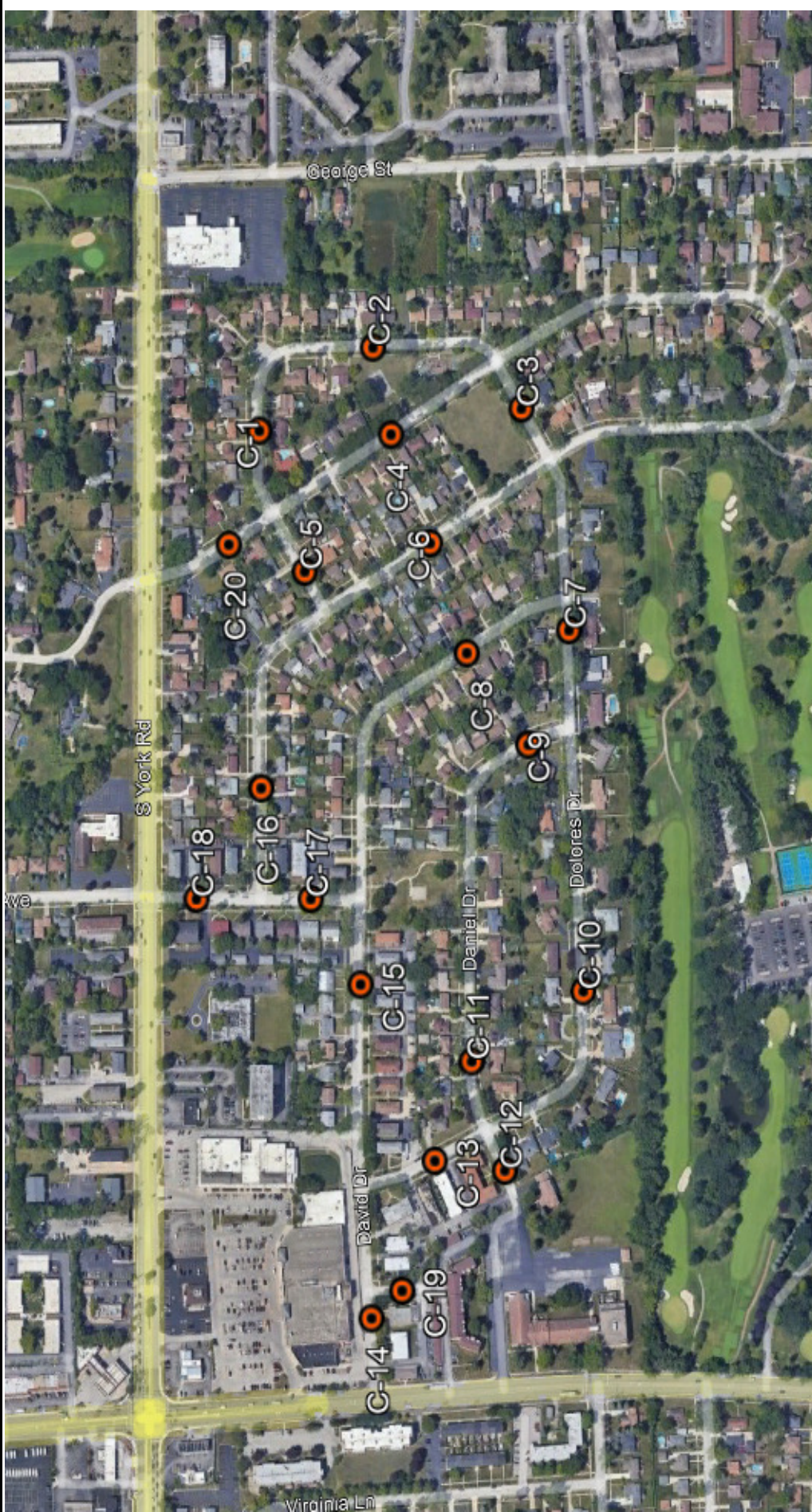
VICINITY MAP

 - Approximate Site Locations



**CGMT Project No. 23G0471
2024 Paving Project
Various Locations,
Bensenville, DuPage County,
Illinois 60106**

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM



Drawing Not To Scale

Pavement Core and/or Soil Boring Location Diagram

2024 Paving Project	
Dennis Dr., Dolores Dr., Jacquelyn Dr., Pamela Dr., David Dr., Daniel Dr., E. Belmont Ave. & Dante Ct. Bensenville, Illinois 60106	
Project Manager	Project Number
P. Patel	23G0471
Date	Sheet Number
10/26/2023	Fig. 1

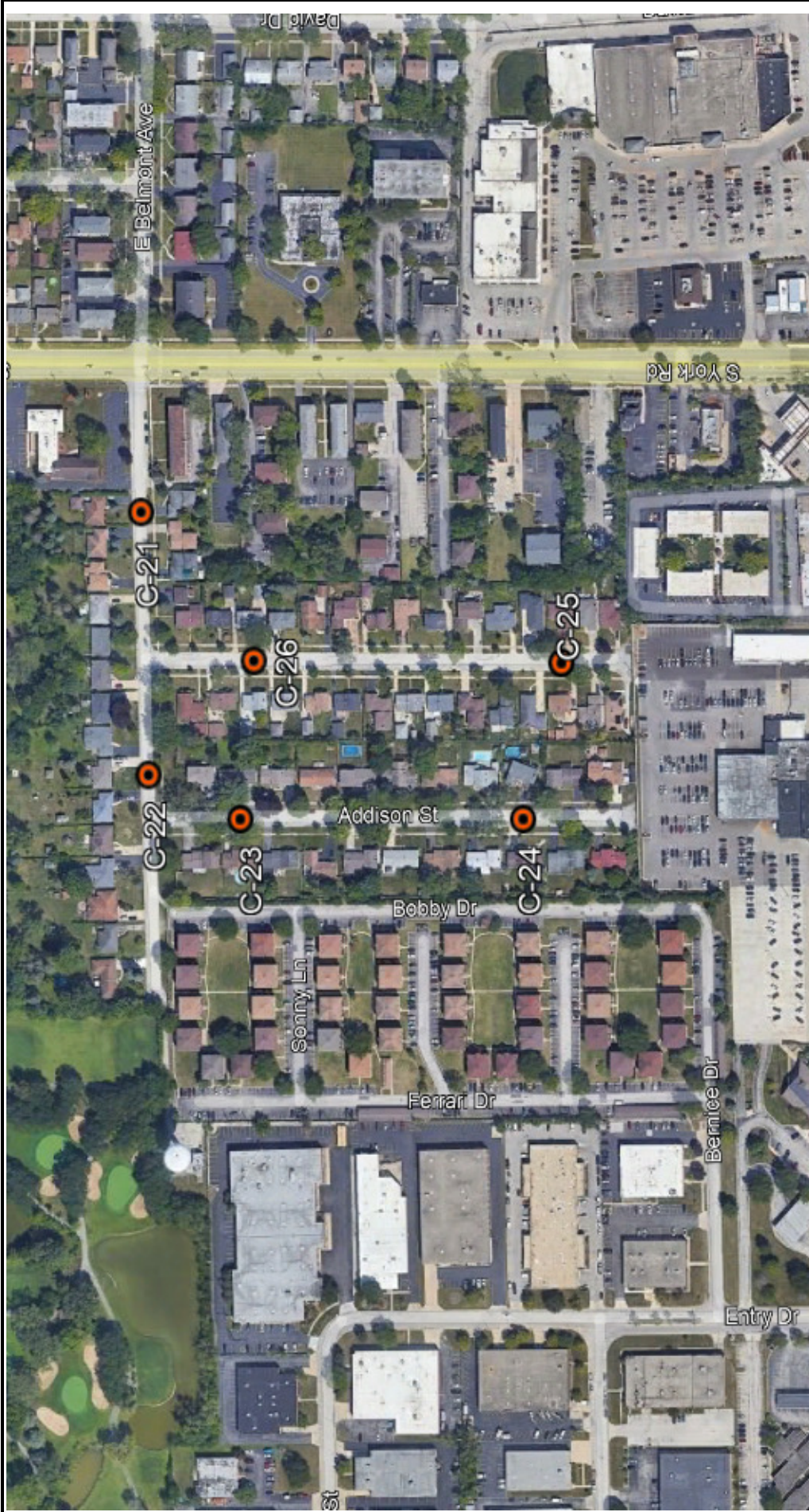


LEGEND



 - Approximate Pavement Core and/or Soil Boring Location

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM



Drawing Not To Scale

Pavement Core and/or Soil Boring Location Diagram

2024 Paving Project	
W. Belmont Ave., Addison St. & Center St. Bensenville, Illinois 60106	
Project Manager	Project Number
P. Patel	23G0471
Date	Sheet Number
10/26/2023	Fig. 2

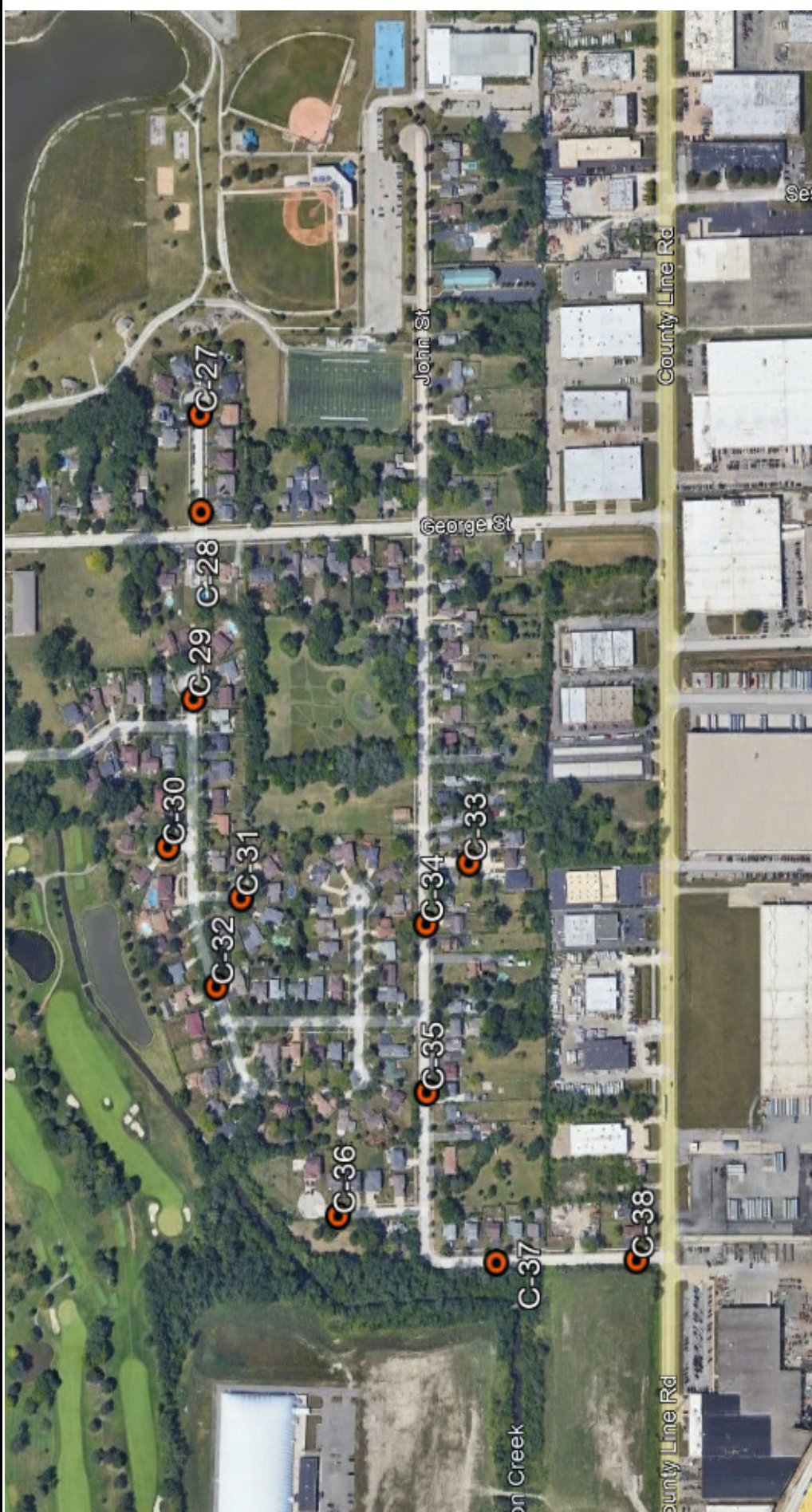


LEGEND



○ - Approximate Pavement Core and/or Soil Boring Location

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM



Drawing Not To Scale

Pavement Core and/or Soil Boring Location Diagram

2024 Paving Project

Redmond Ct., Brentwood Dr., Brentwood Ct., John St., Legends Ln. & E. Belmont Ave.
Bensenville, Illinois 60106

Project Manager	Project Number
P. Patel	23G0471
Date	Sheet Number
10/26/2023	Fig. 3

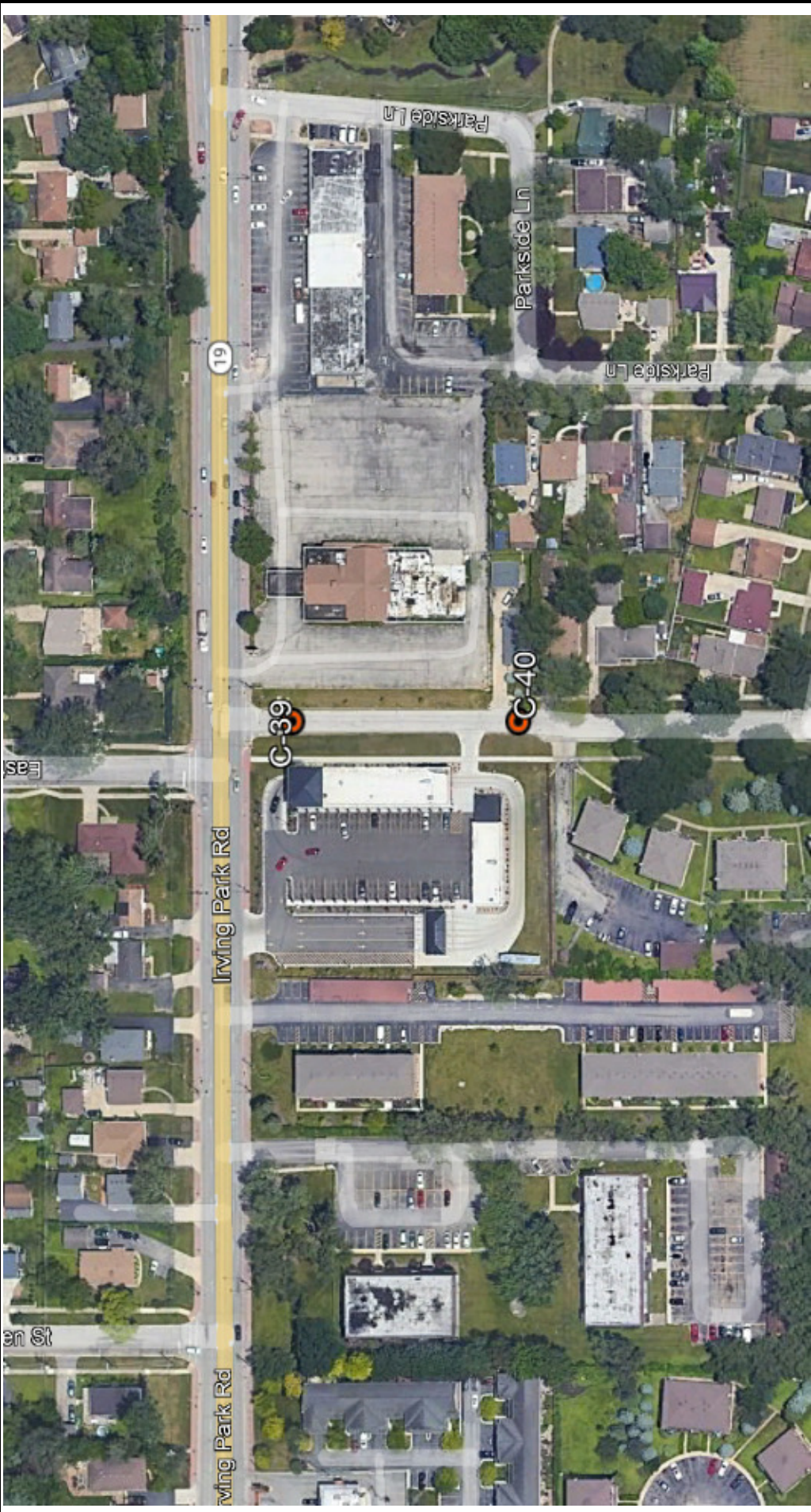


LEGEND

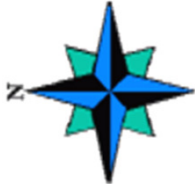


○ - Approximate Pavement Core and/or Soil Boring Location

VILLAGE OF BENSENVILLE
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Drawing Not To Scale

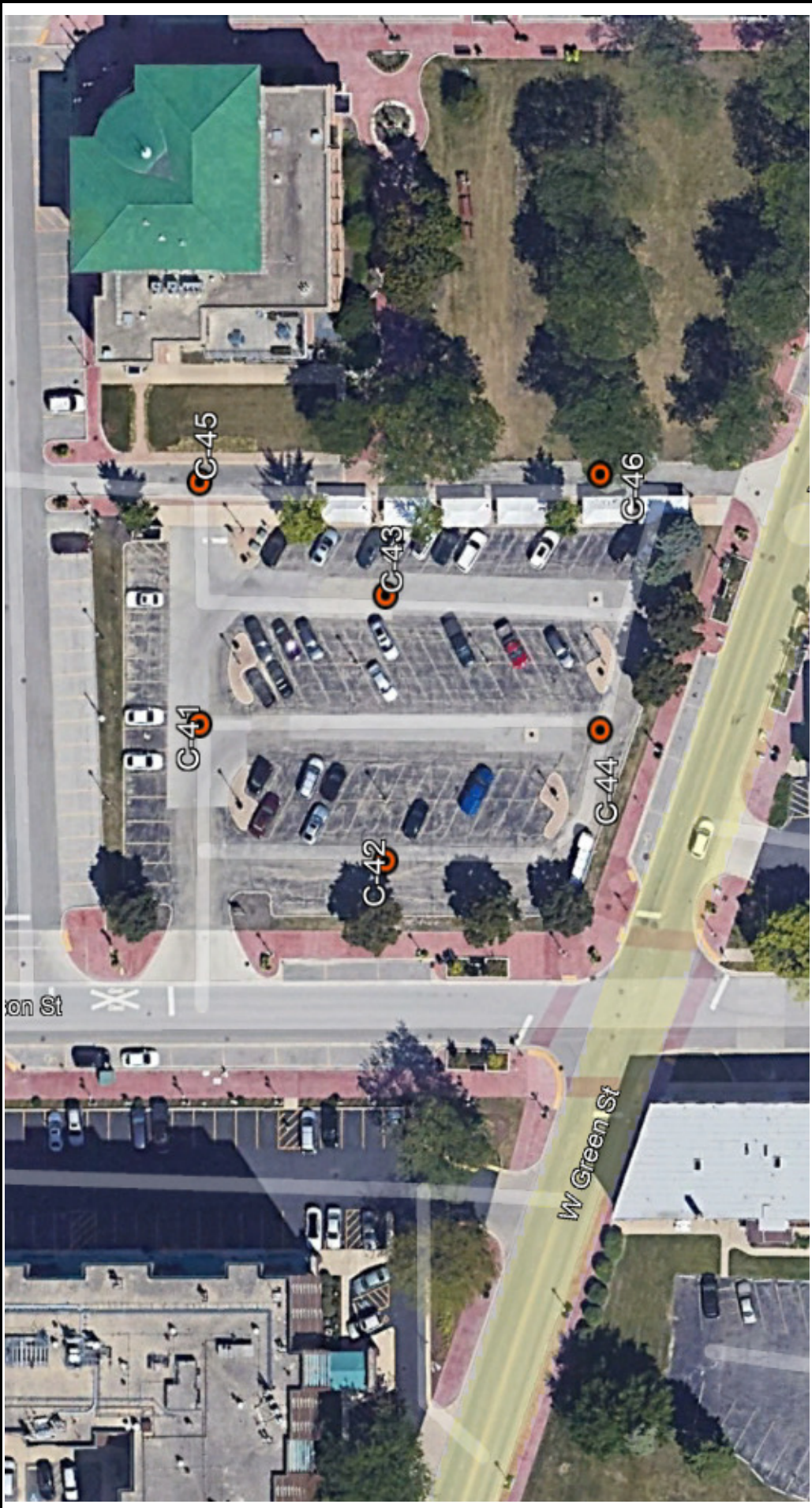


LEGEND

-  - Approximate Pavement Core and/or Soil Boring Location



Pavement Core and/or Soil Boring Location Diagram	
2024 Paving Project	
Eastview Ave. Bensenville, Illinois 60106	
Project Manager	Project Number
P. Patel	23G0471
Date	Sheet Number
10/26/2023	Fig. 4



Drawing Not To Scale

Pavement Core and/or Soil Boring Location Diagram

2024 Paving Project	
Village Hall Parking Lot Bensenville, Illinois 60106	
Project Manager	Project Number
P. Patel	23G0471
Date	Sheet Number
10/26/2023	Fig. 5



LEGEND

 - Approximate Pavement Core and/or Soil Boring Location



IEPA UNCONTAMINATED SOIL
CERTIFICATIONS (LPC-662/663)
(TO BE PROVIDED WHEN AVAILABLE)



VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM
Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Uncontaminated Soil Certification
by Licensed Professional Engineer or Licensed Professional Geologist
for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

Revised in accordance with 35 Ill. Adm. Code 1100, as
amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: 2025 Residential Street Improvements Project Office Phone Number, if available: _____

Physical Site Location (address, including number and street):

David Dr; Daniel Dr; Dante Ct; Dolores Dr- David to Pamela; Belmont Ave- York to David

City: Bensenville State: IL Zip Code: 60106

County: DuPage Township: Addison

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.93549 Longitude: - 87.93666

(Decimal Degrees)

(-Decimal Degrees)

Identify how the lat/long data were determined:

☐ GPS ☒ Map Interpolation ☐ Photo Interpolation ☐ Survey ☐ Other

IEPA Site Number(s), if assigned: BOL: _____ BOW: _____ BOA: _____

Approximate Start Date (mm/dd/yyyy): _____ Approximate End Date (mm/dd/yyyy): _____

Estimated Volume of debris (cu. Yd.): _____

II. Owner/Operator Information for Source Site

Site Owner

Name: Village of Bensenville

Street Address: 12 S Center Street

PO Box: _____

City: Bensenville State: IL

Zip Code: 60106 Phone: 630-766-8200

Contact: Joseph Caracci, Public Works Director

Email, if available: _____

Site Operator

Name: Village of Bensenville

Street Address: 12 S Center Street

PO Box: _____

City: Bensenville State: IL

Zip Code: 60106 Phone: 630-766-8200

Contact: Joseph Caracci, Public Works Director

Email, if available: _____

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Uncontaminated Soil Certification**III. Basis for Certification and Attachments**

For each item listed below, reference the attachments to this form that provide the required information.

- a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a):

SEECO obtained 10 samples (S-1 to S-10) to 1-1.5 feet depth and chemical testing was performed on samples S-1 & S-2 adjacent to PIPs. pH performed on rest. Materials certified herewith as CCDD material must be free of rebar, garbage, odors, etc. and any said materials must be segregated from CCDD materials and disposed of in other legal means.

- b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201(g), 1100.205(a), 1100.610]:

SEECO screened for volatile organics using a Photo Ionization Detector which indicates the presence of volatile organics in parts per million (ppm). No readings indicated the presence of volatile organics associated with contamination at the locations tested. Laboratory analysis were within the MAC range set forth by the IEPA and soil pH range is acceptable (results attached).

IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

I, Garrett Gray, PE (name of licensed professional engineer or geologist)

certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Company Name: SEECO Environmental Services, Inc.

Street Address: 7350 Duvan Drive

City: Tinley Park State: IL Zip Code: 60477

Phone: 708-429-1685

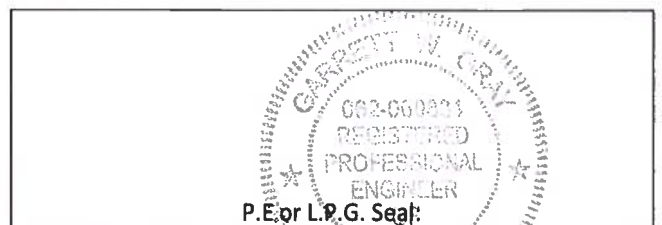
Garrett Gray, PE

Printed Name:


 Licensed Professional Engineer or
 Licensed Professional Geologist Signature:

Dec 4, 2024

Date:



VILLAGE OF BENSENVILLE
PROPOSAL FOR
CONTRACT BID

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

PROPOSAL

To the Village of Bensenville, Illinois:

The undersigned, having familiarized ourselves with the local conditions affecting the cost of the work and with the Contract Documents, including the Advertisement for Bids, Instructions to Bidders, Standard Specifications, Special Provisions, Form of Proposal, Form of Contract, Form of Performance Bond, etc., and with the plans and specifications and addenda thereto if any on file in the office of the Municipal Clerk of said Municipality, and understanding that in making this proposal he waives all right to plead any misunderstanding regarding the same; the undersigned hereby proposes to perform all specified work and to provide and furnish all labor, materials, tools, expendable equipment, and all utility and transportation services necessary to complete in a workmanlike manner all work required in connection with the construction of the **2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM** to be constructed by the said Municipality, all in accordance with the plans and specifications as prepared by the Village of Bensenville, including Addenda Nos. ____, ____, and ____, issued thereto, for the following prices; it being understood that each of the items is to be constructed complete in place and ready for use, including all labor, materials and equipment of every kind and nature necessary to construct the work as specified as well as all other appurtenant and accessory construction and that each item shall be constructed in all respects so as to accomplish the purpose for which the same was intended by the said plans and specifications.

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

1. It is understood and agreed by the undersigned that the Municipality reserves the unrestricted privilege to reject any bid should any unit prices be abutted, or any bid which are noticeably unbalanced, all at the sole discretion of the Municipality.
2. The aggregate total of the above lump sum (if any) and unit price items, based on the estimated quantities, shall be the basis for the establishing of the amount of the performance bond and for comparison of bids. Said total in the case of unit price bids, shall not be understood to be a single lump sum proposal or contract price.
3. If awarded this contract, the undersigned agrees to commence work within ten (10) calendar days after execution and acceptance of the contract. The undersigned further agrees to complete the work to the satisfaction of the Municipality by **SEPTEMBER 26, 2025**.
4. Accompanying this Proposal is a bid bond, certified check, bank draft or irrevocable letter of credit payable to the said Municipality in the amount of ten percent (10%) of the amount bid which it is agreed will be forfeited to said Municipality, if the undersigned fails to execute the contract in conformance with the form of contract incorporated in the Contract Documents and furnish performance bond as specified within fifteen (15) days after notification of the award of contract to the undersigned. The amount of the bid security is \$ 10% Bid Bond.
5. In submitting this bid, it is understood that the right is reserved by the said Municipality to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.
6. Each pay item shall have a unit price and a total price.
7. The unit price shall govern if there is a discrepancy between the product of the unit price multiplied by the quantity.
8. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
9. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
10. In submitting this bid, the Contractor guarantees all work for a period of one (1) year after final acceptance of the project by the owner against faulty materials and/or workmanship. If any defects become apparent within the guaranty period, the Contractor shall repair said defects at his cost and to the satisfaction of the owner.

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS

BID FORM

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES
FOR THE WORK TO BE PERFORMED UNDER THIS CONTRACT

SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	295	\$ 10.00	\$ 2,950.00
2	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	2,219	\$ 1.00	\$ 2,219.00
3	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	2,788	\$ 0.10	\$ 278.80
4	SODDING, SALT TOLERANT	SQ YD	2,788	\$ 19.25	\$ 53,669.00
5	SUPPLEMENTAL WATERING	UNIT	42	\$ 0.10	\$ 4.20
6	INLET FILTERS	EACH	40	\$ 155.00	\$ 6,200.00
7	AGGREGATE FOR TEMPORARY ACCESS	TON	650	\$ 1.00	\$ 650.00
8	BITUMINOUS MATERIALS (TACK COAT)	POUND	9,986	\$ 0.01	\$ 99.86
9	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	TON	64	\$ 100.00	\$ 6,400.00
10	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5,MIX "D", N50	TON	2,629	\$ 85.00	\$ 223,465.00
11	PROTECTIVE COAT	SQ YD	2,882	\$ 1.00	\$ 2,882.00
12	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH	SQ YD	774	\$ 81.00	\$ 62,694.00
13	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6,720	\$ 8.75	\$ 58,800.00
14	DETECTABLE WARNINGS	SQ FT	270	\$ 22.00	\$ 5,940.00
15	HOT-MIX ASPHALT SURFACE REMOVAL, 1-3/4"	SQ YD	22,190	\$ 4.00	\$ 88,760.00
16	DRIVEWAY PAVEMENT REMOVAL	SQ YD	2,012	\$ 16.00	\$ 32,192.00
17	SIDEWALK REMOVAL	SQ FT	7,817	\$ 1.25	\$ 9,771.25
18	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	1	\$ 475.00	\$ 475.00
19	VALVE BOXES TO BE ADJUSTED	EACH	2	\$ 525.00	\$ 1,050.00
20	FRAMES AND GRATES, TYPE 23	EACH	17	\$ 475.00	\$ 8,075.00
21	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	1	\$ 425.00	\$ 425.00
22	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	19	\$ 425.00	\$ 8,075.00
23	SIGN PANEL - TYPE 1	SQ FT	186	\$ 17.00	\$ 3,162.00
24	TELESCOPING STEEL SIGN SUPPORT	FOOT	406	\$ 14.00	\$ 5,684.00
25	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	921	\$ 2.55	\$ 2,348.55
26	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	117	\$ 14.00	\$ 1,638.00
27	STREET SWEEPING	HOUR	20	\$ 220.00	\$ 4,400.00
28	POROUS GRANULAR EMBANKMENT, SPECIAL	CU YD	740	\$ 10.00	\$ 7,400.00
29	SANITARY MANHOLES TO BE ADJUSTED	EACH	4	\$ 1,100.00	\$ 4,400.00
30	SANITARY MANHOLES TO BE RECONSTRUCTED	EACH	3	\$ 2,225.00	\$ 6,675.00

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS

BID FORM

THE UNDERSIGNED SUBMITS HERewith THIS SCHEDULE OF PRICES
FOR THE WORK TO BE PERFORMED UNDER THIS CONTRACT

SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL COST
31	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	17	\$ 950.00	\$ 16,150.00
32	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 5"	SQ YD	1,205	\$ 48.00	\$ 57,840.00
33	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLAC	FOOT	6,125	\$ 46.00	\$ 281,750.00
34	CONSTRUCTION LAYOUT	L SUM	1	\$ 9,800.00	\$ 9,800.00
35	DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED	EACH	22	\$ 650.00	\$ 14,300.00
36	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED	EACH	3	\$ 1,900.00	\$ 5,700.00
37	DRAINAGE STRUCTURES TO BE CLEANED	EACH	19	\$ 200.00	\$ 3,800.00
38	DUST CONTROL WATERING	UNIT	5	\$ 1.00	\$ 5.00
39	CONTAMINATED WASTE DISPOSAL	CU YD	50	\$ 25.00	\$ 1,250.00
40	CLASS D PATCHES, 2 INCH, SPECIAL	SQ YD	675	\$ 23.00	\$ 15,525.00
41	CLASS D PATCHES, 3 INCH, SPECIAL	SQ YD	165	\$ 35.00	\$ 5,775.00
42	CLASS D PATCHES, 4 INCH, SPECIAL	SQ YD	25	\$ 46.00	\$ 1,150.00
43	CLASS D PATCHES, 5 INCH, SPECIAL	SQ YD	255	\$ 58.00	\$ 14,790.00
44	TRAFFIC CONTROL AND PROTECTION	L SUM	1	\$ 7,500.00	\$ 7,500.00
BIDDER'S PROPOSAL FOR THE ENTIRE IMPROVEMENT (TOTAL BID)				\$	\$ 1,046,117.66
<p>ALL OF THE ABOVE ITEMS, COMPLETE, IN PLACE, AS SPECIFIED, FOR THE TOTAL AMOUNT OF:</p> <p><i>ONE MILLION FORTY SIX THOUSAND DUE HUNDRED SEVENTEEN DOLLARS SIXTY SIX CENTS</i></p>					
(IN WRITING)					
<p>THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDA NOS. _____, _____, AND _____</p> <p>SIGNED BY: <i>[Signature]</i></p>					



Affidavit of Availability

For the Letting Of 3/4/25

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

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PCI JOB NUMBER	190440	190440 Continued	200190	220130	220130 Continued
Contract Number			1056104	61H14	61H14
Contract With	I-17-4673, I-490 ROADWAY CONSTRUCTION - IRVING PARK RD TO I-390		O'Hare/Midway Asphalt Overlay & Patching	IDOT # 131 Franklin Ave; Runge St. to Mannheim Rd	IDOT # 131 Franklin Ave; Runge St. to Mannheim Rd
Estimated Completion Date	11/30/2024	11/30/2024	6/29/2025	4/20/2025	4/20/2025
Total Contract Price		33,474,192.00	47,793,175.00	23,563,474.00	
Uncompleted Dollar Value If Firm is the Prime Contractor		11,616,211.67	28,517,589.00	7,218,083.30	
Uncompleted Dollar Value If Firm is the Subcontractor					

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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Earthwork		741,506.89		440,278.35	
Portland Cement Concrete Paving		951,936.92		1,321,301.04	
HMA Plant Mix		140,568.00	4,387,950.00	461,659.20	
HMA Paving		542,322.80	7,138,845.00	135,888.80	
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces		785,634.46		182,600.00	
Highway,R.R. and Waterway Structures					
Drainage					
Electrical					
Cover and Seal Coats					
		1,724,448.60		815,474.40	
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling		0.00			
Demolition					
Temporary Barrier Traffic Control		0.00		24,566.50	
Other Construction (List)		28,750.00	8,139,131.00	293,816.01	
Totals		4,915,167.67	19,665,926.00	3,675,584.30	

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**Affidavit of Availability**

For the Letting Of

3/4/25

Bureau of Construction
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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	190440	190440 Continued	200190	220130	220130 Continued
Subcontractor	Dunnet Bay	Rock Solid Stab	Quality Saw & Seal	H&H Electric Co	Clean Cut Tree Service
Type of Work	Structures	Lime Stab	Grooving & Rumble Strip	Electric	Tree Removal
Subcontract Price	3,619,566.00	480,416.00	1,873,145.00	1,808,460.00	9,045.00
Amount Uncompleted	1,473,893.00	94,299.00	1,751,521.00	1,000,837.00	4,680.00
Subcontractor	Quality Saw & Seal	Aldridge Elec.	Sanchez Paving	Industrial Fence Inc	Traffic Services (TSI)
Type of Work	Sawing & Sealing	Electrical / Signage	HMA Patching / Coring	Guardrail & Fence	Traffic Control
Subcontract Price	124,643.00	8,026,810.00	19,587,500.00	277,557.00	341,963.00
Amount Uncompleted	124,643.00	3,309,098.00	7,100,142.00	203,158.00	195,181.00
Subcontractor	Montemayor	True North		Herlthy Mid-Continent	Superior
Type of Work	Sewer	Environmental Special Waste		Bridge	Pavement Markings
Subcontract Price	4,436,362.00	8,900.00		2,342,381.00	119,982.00
Amount Uncompleted	723,062.00	5,300.00		140,904.00	35,962.00
Subcontractor	Ruizscape			DILZ Industrial Surveying	
Type of Work	Landscaping & Erosion			Layout	
Subcontract Price	1,073,796.00			186,445.00	
Amount Uncompleted	737,934.00			186,445.00	
Subcontractor	Hampton/Lenzini			Ruizscape Landscaping	
Type of Work	Layout			Landscape	
Subcontract Price	147,030.00			230,907.00	
Amount Uncompleted	147,030.00			162,289.00	
Subcontractor	HR Stewart Inc			Montemayor Const.	
Type of Work	Sewer Cleaning & Televising			Sewer	
Subcontract Price	67,414.00			6,663,022.00	
Amount Uncompleted	67,414.00			1,598,635.00	
Subcontractor	Traffic Control & Protect			Brownfield Environment	
Type of Work	Traffic Control			Non-Special Waste	
Subcontract Price	42,085.00			58,640.00	
Amount Uncompleted	11,665.00			2,400.00	
Subcontractor	Northern Con.			Veterans	
Type of Work	Guardrail & Fence			Sewer Cleaning	
Subcontract Price	337,304.00			23,996.00	
Amount Uncompleted	6,706.00			11,998.00	
Total Uncompleted		6,701,044.00	8,851,663.00	3,542,499.00	



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3/4/25

Bureau of Construction
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PCI JOB NUMBER	220350	220450	230050	230050 Continued	230060	230060 Continued
Contract Number	62P54	RR-22-4856	78604	78604	61J04	61J04
Contract With	IDOT #294 EB I-290 / S. Central Ave to S. Laramie St	I-294 Plaza 37 improvements at I-55	IDOT #104 I-64 E. of Shiloh Rd to E. of Washington County Line	IDOT #104 I-64 E. of Shiloh Rd to E. of Washington County Line	IDOT#130 National Parkway, Golf Rd to S. of American Lane	IDOT#130 National Parkway, Golf Rd to S. of American Lane
Estimated Completion Date	50 WD	10/11/2023	5/31/2026	5/31/2026	11/17/2023	11/17/2023
Total Contract Price	2,296,338.00	\$2,529,535.00	\$94,073,768.00		\$8,749,122.00	
Uncompleted Dollar Value If Firm is the Prime Contractor	0.00	\$186,556.32	\$56,742,925.68		\$1,358,877.11	
Uncompleted Dollar Value If Firm is the Subcontractor						

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Earthwork	-	-	761,727.00		100,075.80	
Portland Cement Concrete Paving		0.00	29,399,994.20			
HMA Plant Mix					-	
HMA Paving					-	
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces	-	-	3,173,300.65		-	
Highway,R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
	-	40,727.75			32,937.85	
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Temporary Barrier Traffic Control	0.00	0.00	1,682,630.80			
Other Construction (List)	-	68,016.57	4,392,137.03		390,905.08	
	0.00					
Totals	0.00	108,744.32	39,399,989.68		523,918.73	

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Affidavit of Availability

For the Letting Of

3/4/25

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Part I. Work Under Contract

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	220350	220450	230050	230050 Continued	230060	230060 Continued
Subcontractor	MA Rebar Services Inc	Connolly	FW Electric	ET Simmonds Construction	Elmund & Nelson Co.	Abitua Sewer, Water
Type of Work	Reinforcement Steel Install	Electric	Electric	Bridge, Asphalt Paving	Electric	Sewer
Subcontract Price	156,053.00	332,805.00	17,415.00	22,943,710.00	614,755.00	3,434,827.00
Amount Uncompleted	0.00	57,372.00	17,415.00	11,532,424.00	132,963.00	402,319.00
Subcontractor	Precision Pavement	Western Ramac Inc	Kinney	Right Way Traffic Control	Midwest Fence Corp	Traffic Control Co.
Type of Work	Striping	Signing	Curb & Flatwork	Guardrail, Signing & Pymt Markings	Guardrail & Fence	Signing & Traffic Control
Subcontract Price	62,528.00	34,172.00	1,508,700.00	985,017.00	9,947.00	125,105.00
Amount Uncompleted	0.00	175.00	394,704.00	725,376.00	174.00	28,476.00
Subcontractor	Qualify	Arcon Construction Co	Millennial Professional		Dunnet Bay	Menderd Group
Type of Work	Sawing	Sewer & Erosion Cont.	Layout		Sheet Piling	Aggregate Columns
Subcontract Price	41,804.00	66,684.00	206,877.00		39,702.00	320,000.00
Amount Uncompleted	0.00	2,575.00	206,877.00		0.00	17,500.00
Subcontractor	Integrity Environmental	Traffic Control & Protect	Surface Preparation Tec		Surface Construction	
Type of Work	Non-Special Waste	Striping & Traffic Control	Rumble Strip		Pavement Marking Spl	
Subcontract Price	12,800.00	290,534.00	36,446.00		28,869.00	
Amount Uncompleted	0.00	17,690.00	36,446.00		28,869.00	
Subcontractor	Traffic Control & Protect	MA Rebar Services Inc	Central Landscaping		Geo Enviro Consultants	
Type of Work	Traffic Control	Install Rebar	Landscape		Non-Special Waste	
Subcontract Price	193,872.00	37,531.00	877,554.00		51,000.00	
Amount Uncompleted	0.00	0.00	694,906.00		27,600.00	
Subcontractor	Thatcher Foundations Inc.	Quality Saw & Seal	Payne Construction		Allstate Concrete Cutting	
Type of Work	Bridge	Sawing & Diamond Grinding	Sawing Joints		Reflective Crack Control	
Subcontract Price	184,000.00	22,590.00	313,798.00		20,501.00	
Amount Uncompleted	0.00	0.00	293,374.00		20,501.00	
Subcontractor	Galaxy Underground		Gardenscape		C3 Corp	
Type of Work	Sewer/Sewer Cleaning		Striping		Layout	
Subcontract Price	152,165.00		2,243,370.00		62,000.00	
Amount Uncompleted	0.00		1,353,276.00		6,000.00	
Subcontractor			Roadsafe Traffic Systems		F. Espinoza	
Type of Work			Striping, Traffic Control		Landscape & Erosion Cont.	
Subcontract Price			3,320,350.00		299,030.00	
Amount Uncompleted			2,088,138.00		170,556.38	
Total Uncompleted	0.00	77,812.00	17,342,936.00		834,958.38	



Affidavit of Availability

For the Letting Of

3/4/25

Bureau of Construction
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PCI JOB NUMBER	230090	230280	230290	230420	230420 Continued
Contract Number	N/A	PA065	N/A	78599	78599
Contract With	2023 Elgin - Summit Dr - Dundee Ave Intersection Improvements	IDOT 11A Palwaukee Airport; Expand East Quadrant Aircraft Parking Lot	TP-38 O'Hare Taxiway A & B Phase 2 & East Shore Taxiway Project	IDOT #89 I-57 NB; N. of IL 146 to Williamson/Johnson County Line	IDOT #89 I-57 NB; N. of IL 146 to Williamson/Johnson County Line
Estimated Completion Date	10/31/2023	85 WD	5/16/2025	12/1/2025 + 10 WD	12/1/2025 + 10 WD
Total Contract Price	\$4,732,545.00	\$892,993.43	\$62,650,370.00	\$36,839,729.00	
Uncompleted Dollar Value If Firm is the Prime Contractor	\$565,415.79	\$639,797.42	\$19,231,970.57	\$26,596,753.06	
Uncompleted Dollar Value If Firm is the Subcontractor					

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Earthwork	22,369.79	7,876.30	662,168.45	877,608.20	
Portland Cement Concrete Paving		397,195.00		19,533,138.24	
HMA Plant Mix	-	943.00	5,711,584.32		
HMA Paving	-	5,970.00	5,823,544.80		
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces	-	5,920.00		419,738.80	
Highway,R.R. and Waterway Structures					
Drainage				0.00	
Electrical					
Cover and Seal Coats					
	-		630,000.00	45,810.00	
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling	0.00	1,720.00			
Demolition					
Temporary Barrier Traffic Control					
Other Construction (List)	24,741.00	87,341.24		580,737.69	
				139,030.00	
Totals	47,110.79	506,965.54	12,827,297.57	21,595,862.93	

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**Affidavit of Availability**For the Letting Of 3/4/25

Bureau of Construction
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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	230090	230280	230290	230420	230420 Continued
Subcontractor	Hometown Electric	Crowley Construction	Mt. Carmel Sand Gravel	Midwest Fence Corp	Dunn Company
Type of Work	Electric	Striping	Soil Stabilization	Guardrail	Rumble Strips
Subcontract Price	425,903.00	7,866.00	602,796.00	637,449.00	19,354.00
Amount Uncompleted	114,959.00	7,866.00	75,605.00	553,262.00	19,354.00
Subcontractor	T&T Landscape Const.	Hecker	Aldridge Electric	Antigo Construction	P&P Const
Type of Work	Landscape & Erosion	Electrical	Electric & Signing	Break Concrete	Raised Pvmg Marker Removal
Subcontract Price	56,421.00	15,500.00	13,499,880.00	24,090.00	34,052.00
Amount Uncompleted	10,558.00	15,500.00	3,251,102.00	19,053.00	34,052.00
Subcontractor	ProTack LLC	Del Toro	C3 Corporation	Traffic Control Co	Xtreme Seeding Inc
Type of Work	Reflective Crack Control	Landscape	Layout	Pavement Markings	Landscaping
Subcontract Price	33,257.00	31,820.00	260,000.00	596,286.00	143,626.00
Amount Uncompleted	33,257.00	31,820.00	227,600.00	538,774.00	143,626.00
Subcontractor	Lenny Hofman	Montemayor	Quality Saw & Seal, Inc	ET Simonds Const.	C-Hill Civil Contractors
Type of Work	Sewer & Water Main	Sewer	Sawing & Sealing	Asphalt Paving & Grinding	Crack Control
Subcontract Price	1,705,663.00	96,706.00	6,138.00	3,148,959.00	46,062.00
Amount Uncompleted	322,225.00	12,780.00	6,138.00	2,028,150.13	42,294.00
Subcontractor	TCP LLC	Industrial Fence	Natural Creations Landscape	Kinney Construction	
Type of Work	Traffic Control & Signing	Guardrail & Fence	Landscape & Erosion	Concrete, Sawing, Sealing	
Subcontract Price	82,954.00	54,487.00	349,915.00	543,424.00	
Amount Uncompleted	921.00	41,428.88	0.00	28,404.00	
Subcontractor	CES Corporation	Quality Saw & Seal	Gateway Construction Co.	Sierra Bravo	
Type of Work	Layout	Sawing	Install Steel	Excavation	
Subcontract Price	14,500.00	13,377.00	351,000.00	1,313,179.00	
Amount Uncompleted	725.00	13,377.00	351,000.00	887,492.00	
Subcontractor	Geo-Enviro Consultants	Work Zone Safety	Veteransyvec	Gardenscape Contractors	
Type of Work	Non-Special Waste	Traffic Control	Miscellaneous	Sewer	
Subcontract Price	22,350.00	10,060.00	225,000.00	130,653.00	
Amount Uncompleted	16,300.00	10,060.00	0.00	130,653.00	
Subcontractor	Superior Road		Cabo Construction Corp.	Right Way Traffic Cont.	
Type of Work	Striping		Sewer & Water Main	Traffic Cont & Concrete Barriers	
Subcontract Price	19,360.00		11,581,650.00	5,423,949.00	
Amount Uncompleted	19,360.00		2,493,228.00	575,776.00	
Total Uncompleted	518,305.00	132,831.88	6,404,673.00	5,000,890.13	



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PCI JOB NUMBER	230530	230530 Continued	240010	240010 Continued	240010 Continued	240020
Contract Number	61J88	61J88	64R71	64R71	64R72	376113 (PO 98447)
Contract With	IDOT #17 Beverly Rd; Prairie Stone Pkwy to Beacon Point Dr, Hoffman Estates	IDOT #17 Beverly Rd; Prairie Stone Pkwy to Beacon Point Dr, Hoffman Estates	IDOT #164 U-39 at Harrison & US 20	IDOT #164 U-39 at Harrison & US 20	IDOT #164 U-39 at Harrison & US 21	TP-24 Terminal 5 Landside Parking Improvements
Estimated Completion Date	11/15/2024	11/15/2024	11/21/2025	11/21/2025	11/21/2025	11/1/2024
Total Contract Price	\$3,491,000.00		\$44,321,000.00			\$4,732,478.55
Uncompleted Dollar Value If Firm is the Prime Contractor	\$1,893,910.72		\$32,330,517.49			\$4,009,847.78
Uncompleted Dollar Value If Firm is the Subcontractor						

Part II. Awards Pending and Uncompleted Work to
be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork	90,629.20		7,668,963.00			89,226.30
Portland Cement Concrete Paving			4,397,655.51			298,419.55
HMA Plant Mix	63,529.90					549,597.00
HMA Paving	72,911.30					630,303.00
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces	17,510.25		1,417,411.80			17,253.00
Highway,R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
	178,207.50		1,598,247.35			612,885.00
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planing & Rotomilling	13,064.00					
Demolition						
Temporary Barrier Traffic Control	11,742.50		477,550.15			
Other Construction (List)	146,496.07		1,624,803.46			453,454.93
	161,926.00					
Totals	756,218.72		17,184,631.27			2,651,138.78

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Affidavit of Availability

For the Letting Of

3/4/25

Bureau of Construction
2300 South Dixksen Parkway/Room 322
Springfield, Illinois 62764

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	230530	230530 Continued	240010	240010 Continued	240010 Continued	240020
Subcontractor	H&H Electric Co.	Emerson	Northern Contracting Inc.	Dunn Company	Herlthy Mid-Continent	Kapur & Associates Inc.
Type of Work	Electric	Sawing	Guardrail & Fence	Rumble Strip	Temp Soil Retention System	Layout
Subcontract Price	442,105.00	5,454.00	464,980.00	8,514.00	598,248.00	22,000.00
Amount Uncompleted	367,859.00	5,454.00	355,099.00	8,514.00	176,191.00	13,772.00
Subcontractor	Ruizscape Const.	Road Safe Traffic System	ProTack LLC	VeteransVac		Industrial Fence Inc
Type of Work	Landscaping	Sign Structures Overhead	Longitudinal Joint Seal Sub	Sewer Cleaning		Guardrail & Fence Sub
Subcontract Price	44,905.00	17,823.00	13,306.00	3,000.00		498,618.00
Amount Uncompleted	37,957.00	17,823.00	13,306.00	3,000.00		498,618.00
Subcontractor	Gateway Construction	Peterson Env	Rock Road	Montemayor Const.		Natural Creations
Type of Work	Rebar Install	Non-Special Waste	Asphalt	Sewer		Landscape
Subcontract Price	50,759.00	26,950.00	5,656,938.00	4,391,712.00		568,113.00
Amount Uncompleted	28,445.00	17,062.00	3,311,784.39	2,889,826.41		545,854.00
Subcontractor	Industrial Fence	Homer Tree	Antigo	Kujo		J.M. Irrigation LLC
Type of Work	Guardrail & Fence	Tree Service	Break Pavement	Sign Structure (Overhead)		Irrigation Design
Subcontract Price	497,333.00	14,000.00	40,522.00	1,892,634.00		208,000.00
Amount Uncompleted	430,001.00	3,026.00	31,662.00	1,715,536.00		142,733.00
Subcontractor	Ganziano Sewer & Water	Maintenance Coating	Helm Electric	Rock Valley Concrete		Klagen Inc
Type of Work	Sewer	Striping & Traffic Cont	Electrical	Demo Sewing		Miscellaneous
Subcontract Price	87,491.00	142,510.00	3,929,723.00	70,550.00		83,392.00
Amount Uncompleted	74,616.00	104,512.00	3,396,987.90	31,473.00		83,392.00
Subcontractor	Blast It All	Quality	Ruizscape Construction	Central Tree		Chicago Cut Concrete
Type of Work	Scarification	Bridge Grooving & Sawing	Landscape & Erosion Control	Tree Removal		Sawing
Subcontract Price	5,592.00	20,492.00	1,368,671.00	43,799.00		23,626.00
Amount Uncompleted	5,589.00	17,617.00	1,181,055.00	43,799.00		15,043.00
Subcontractor	Mid American Milling Co		Quality Saw & Seal Inc.	Traffic Control & Protect		Maintenance Coating
Type of Work	Scarification		Sawing	Traffic Control & Striping		Striping & Traffic Control
Subcontract Price	8,483.00		166,818.00	1,704,167.00		59,297.00
Amount Uncompleted	6,210.00		105,399.52	1,539,068.00		59,297.00
Subcontractor	Allstate Concrete Cutting		Brownfield Environmental	Kapur & Associates, Inc.		
Type of Work	Reflective Crack Control		Non-Special Waste	Layout		
Subcontract Price	21,521.00		174,300.00	374,675.00		
Amount Uncompleted	21,521.00		155,530.00	187,655.00		
Total Uncompleted	1,137,692.00		15,145,886.22			1,358,709.00



Affidavit of Availability

For the Letting Of

3/4/25

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Part I. Work Under Contract

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PCI JOB NUMBER	240040	240050	240050 Continued	240070	240080	240080 Continued
Contract Number	N/A	N/A	N/A	ENG2024-11	62B43	62B43
Contract With	2024 Fabyan Parkway At Western Ave	2024 Longmeadow Parkway Road Improvements	2025 Longmeadow Parkway Road Improvements	2024 St. Charles MFT Street Rehabilitation	IDOT #164 IL-47 & IL-176 Intersection Reconstruction	IDOT #164 IL-47 & IL-176 Intersection Reconstruction
Estimated Completion Date	10/25/2024	9/15/2024	9/15/2024	11/1/2024	10/31/26 + 10 WD	10/31/26 + 10 WD
Total Contract Price	\$3,511,108.00	\$3,105,000.00		\$6,174,009.39	\$50,387,362.00	
Uncompleted Dollar Value If Firm is the Prime Contractor	\$1,945,746.12	\$1,691,489.64		\$2,836,075.32	\$47,666,444.45	
Uncompleted Dollar Value If Firm is the Subcontractor						

Part II. Awards Pending and Uncompleted Work to
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Earthwork	136,348.50	19,275.60		12,858.75	6,831,708.00	
Portland Cement Concrete Paving		122,007.60				
HMA Plant Mix	134,765.80	7,659.00		1,334,361.00	5,304,073.00	
HMA Paving	354,935.75	7,726.25		671,482.70	5,970,606.00	
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces	67,181.50	16,288.30		5,925.00	5,148,272.00	
Highway,R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
	168,939.75	93,631.00			2,078,433.00	
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling				278,429.25	217,962.00	
Demolition						
Temporary Barrier Traffic Control					112,998.00	
Other Construction (List)	582,451.82	609,042.89		198,258.62	3,257,424.45	
Totals	1,444,623.12	875,630.64		2,501,315.32	28,921,476.45	

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Affidavit of Availability

For the Letting Of

3/4/25

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Part I. Work Under Contract

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	240040	240050	240050 Continued	240070	240080	240080 Continued
Subcontractor	Hometown Electric	Integral	High Star Traffic	Alistate Concrete Cutting	Elmund & Nelson Co.	Herlthy Mid-Continent
Type of Work	Electric	Electric	Traffic Control	Longitudinal Joint Seal	Electric	Bridge
Subcontract Price	198,584.00	114,092.00	16,745.00	9,246.00	2,400,683.00	3,546,743.00
Amount Uncompleted	94,231.00	91,600.00	16,745.00	1,032.00	2,400,683.00	3,546,743.00
Subcontractor	Alistate Concrete Cutting	Kujo Inc.		Digiola Brothers Construction	Foundation Service Corp	Herlthy Mid-Continent
Type of Work	Longitudinal Joint Seal	Guardrail & Fence, Sign Structure		Curb & Flatwork	Agg Column	Block Wall
Subcontract Price	22,893.00	88,611.00		563,775.00	4,670,000.00	52,930.00
Amount Uncompleted	22,893.00	31,011.00		93,353.00	3,630,000.00	52,930.00
Subcontractor	Montemayor Const.	Ruizscape Construction		Bedrock Stabilization Co.	Northern Contracting Inc	High Star Traffic
Type of Work	Sewer	Landscape		Stabilization	Guardrail & Fence	Traffic Control
Subcontract Price	687,602.00	712,014.00		37,001.00	268,362.00	707,534.00
Amount Uncompleted	250,136.00	575,019.00		2,287.00	268,362.00	707,534.00
Subcontractor	Landscape by Gary Weiss	Denier		JE Landworks Unlimited	Pro Tack LLC	High Star Traffic
Type of Work	Landscape & Erosion Cont.	Reflective Crack Control		Landscape	Longitudinal Joint Seal	Striping
Subcontract Price	68,676.00	8,817.00		105,676.00	209,371.00	120,485.00
Amount Uncompleted	49,172.00	8,817.00		71,317.00	209,371.00	120,485.00
Subcontractor	Traffic Control & Protect	Capitol Industrial Coatings		VIAN	Montemayor Construction	High Star Traffic
Type of Work	Pvmt Marking & Traffic Cont.	Bridge		Sewer	Sewer Sub	Sign Structure
Subcontract Price	152,040.00	10,498.00		895,303.00	4,042,342.00	231,452.00
Amount Uncompleted	84,691.00	10,498.00		146,293.00	4,042,342.00	231,452.00
Subcontractor		Montemayor Construction		Work Zone Safety	Central Tree	
Type of Work		Sewer		Traffic Control	Tree Removal	
Subcontract Price		216,171.00		15,875.00	12,250.00	
Amount Uncompleted		36,896.00		15,875.00	12,250.00	
Subcontractor		Quality Saw & Sean		Precision Pavement	Ruizscape Construction	
Type of Work		Sawing		Striping	Landscape	
Subcontract Price		28,655.00		4,603.00	3,332,866.00	
Amount Uncompleted		27,227.00		4,603.00	3,332,866.00	
Subcontractor		High Star Traffic			Bryan Environmental Co.	
Type of Work		Striping			Non-Special Waste	
Subcontract Price		18,046.00			189,970.00	
Amount Uncompleted		18,046.00			189,970.00	
Total Uncompleted	501,123.00	815,859.00		334,760.00	18,744,968.00	



Affidavit of Availability

For the Letting Of

3/4/25

Bureau of Construction
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Part I. Work Under Contract

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PCI JOB NUMBER	240090	240090 Continued	240100	240100 Continued	240110
Contract Number	61H42	61H42	61J65	61J65	N/A
Contract With	IDOT #131 Kautz Rd; Lowgest Dr. to Swenson Dr.	IDOT #131 Kautz Rd; Lowgest Dr. to Swenson Dr.	IDOT #132 McLean Blvd; Stearns Rd to Spring St	IDOT #132 McLean Blvd; Stearns Rd to Spring St	2024 Harvester Road Reconstruction Project - West Chicago
Estimated Completion Date	11/20/2024	11/20/2024	10/4/2024	10/4/2024	10/4/2024
Total Contract Price	\$6,091,120.00		\$12,767,711.00		\$3,817,000.00
Uncompleted Dollar Value If Firm is the Prime Contractor	\$4,528,824.35		\$12,079,211.00		\$908,950.85
Uncompleted Dollar Value If Firm is the Subcontractor					

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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Earthwork	419,370.00		825,849.60		28,802.15
Portland Cement Concrete Paving			2,251,786.00		133,272.80
HMA Plant Mix	781,332.75		206,023.00		2,093.00
HMA Paving	370,532.25		41,356.00		5,851.75
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces	491,707.26		656,214.00		16,619.55
Highway,R.R. and Waterway Structures					
Drainage					
Electrical					
Cover and Seal Coats					
	414,864.00		812,777.00		112,719.25
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planing & Rotomilling	4,585.00		0.00		0.00
Demolition					
Temporary Barrier Traffic Control	13,498.60		62,109.00		
Other Construction (List)	178,226.29		351,585.40		41,170.35
Totals	2,674,116.35		5,207,709.00		340,528.85

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Affidavit of Availability

For the Letting Of

3/4/25

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Part I. Work Under Contract

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Part III. Work Subcontracted to Others

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	240090	240090 Continued	240100	240100 Continued	240110
Subcontractor	Petronica	C3 Corp	Electric Conduit Const.	Industrial Fence Inc.	Utility Dynamics Corp
Type of Work	Electric	Layout	Electric	Guardrail & Fence	Electric
Subcontract Price	23,466.00	139,000.00	663,327.00	124,501.00	322,585.00
Amount Uncompleted	23,466.00	102,560.00	663,327.00	52,571.00	271,124.00
Subcontractor	Complete Fence		Herlthy Mid-Continent	High Star Traffic	Interstate Curb C
Type of Work	Guardrail & Fence Sub		Bridge	Guardrail & Fence, Traffic Cont, Misc.	Sewer
Subcontract Price	12,858.00		3,016,321.00	180,450.00	600.00
Amount Uncompleted	12,858.00		2,976,321.00	180,450.00	600.00
Subcontractor	Peterson Environmental		Chicago Cut Concrete		Seasonal Concepts
Type of Work	Non-Special Waste		Sewer		Landscape
Subcontract Price	12,500.00		63,646.00		67,010.00
Amount Uncompleted	10,900.00		63,646.00		52,990.00
Subcontractor	Green Earth Landscape		Green Earth Landscape		Maintenance Coatings
Type of Work	Landscape		Landscape		Striping
Subcontract Price	163,548.00		202,448.00		10,524.00
Amount Uncompleted	104,603.00		202,448.00		10,524.00
Subcontractor	Central Tree		Montemayor Construction		Ray Edwards Contractor
Type of Work	Tree Removal		Sewer		Sewer Subs
Subcontract Price	13,040.00		2,672,966.00		281,945.00
Amount Uncompleted	9,675.00		2,672,966.00		185,980.00
Subcontractor	ProTack LLC		Peterson		High Star Traffic
Type of Work	Misc.		Non-Special Waste		Traffic Control
Subcontract Price	69,733.00		9,400.00		40,986.00
Amount Uncompleted	69,733.00		9,400.00		40,986.00
Subcontractor	JLA & Sons Construction		Precision Pavt Marking		Homer Tree Service Inc.
Type of Work	Sewer		Striping		Tree Removal
Subcontract Price	1,421,232.00		43,742.00		11,007.00
Amount Uncompleted	1,137,520.00		43,742.00		6,218.00
Subcontractor	High Star Traffic		Clean Cut Tree Service		
Type of Work	Striping, Traffic Cont, Signing		Tree Removal		
Subcontract Price	280,833.00		6,640.00		
Amount Uncompleted	280,833.00		6,640.00		
Total Uncompleted	1,854,708.00		6,871,511.00		568,422.00



Affidavit of Availability

For the Letting Of 3/4/25

Bureau of Construction
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Part I. Work Under Contract

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PCI JOB NUMBER	240120	240120 Continued	240140	240140 Continued	240150	240150 Continued
Contract Number	I-24-4760	I-24-4760	61K32	61K32	62P34	62P34
Contract With	I-490; York Road Reconstruction	I-490; York Road Reconstruction	IDOT #7 Gary Ave, Jewell Rd to Harrison Ave	IDOT #7 Gary Ave, Jewell Rd to Harrison Ave	IDOT #13 Cumberland Ave - Belle Plaine Ave to I-90	IDOT #13 Cumberland Ave - Belle Plaine Ave to I-90
Estimated Completion Date	11/14/2025	11/14/2025	120 WD	120 WD	55 WD	55 WD
Total Contract Price	\$9,191,860.00		\$4,291,788.00		\$2,781,187.00	
Uncompleted Dollar Value if Firm is the Prime Contractor	\$8,782,360.00		\$4,083,888.00		\$2,370,525.15	
Uncompleted Dollar Value if Firm is the Subcontractor						

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Earthwork	1,205,195.00		617,542.85		22,000.00	
Portland Cement Concrete Paving					0.00	
HMA Plant Mix	1,922,907.00		577,124.28		747,754.65	
HMA Paving	1,156,859.00					
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces	734,797.00		296,536.00		-	
Highway,R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
			-		-	
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling	30,712.00		4,984.00		150,755.00	
Demolition						
Temporary Barrier Traffic Control	145,793.00		0.00		0.00	
Other Construction (List)	1,044,202.00		238,346.87		36,299.50	
					0.00	
Totals	6,240,465.00		1,734,534.00		956,809.15	

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Affidavit of Availability

For the Letting Of

3/4/25

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Part I. Work Under Contract

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Part III. Work Subcontracted to Others

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	240120	240120 Continued	240140	240140 Continued	240150	240150 Continued
Subcontractor	H&H Electric	High Star Traffic	Hometown Electric	Alistate Concrete Cutting	Hometown Electric	High Star Traffic
Type of Work	Electric	Traffic Control, Striping	Electric	Miscellaneous	Electric	Traffic Control & Striping
Subcontract Price	208,495.00	423,858.00	377,588.00	9,983.00	499,730.00	81,226.00
Amount Uncompleted	208,495.00	423,858.00	364,388.00	9,983.00	456,130.00	81,226.00
Subcontractor	C3 Corporation		JG Demo, Inc	Abitus Sewer & Water	C3 Corporation	
Type of Work	Layout		Curb & Flatwork	Sewer	Layout	
Subcontract Price	59,400.00		372,554.00	791,978.00	9,500.00	
Amount Uncompleted	59,400.00		354,579.00	791,978.00	9,500.00	
Subcontractor	JG Demo Inc.		Midwest Fence Corp	High Star Traffic	A.B.I. Const LLC	
Type of Work	Curb & Flatwork		Guardrail & Fence	Traffic Control, Temp Pmt Marking	Curb & Flatwork	
Subcontract Price	429,490.00		79,716.00	129,289.00	579,591.00	
Amount Uncompleted	404,650.00		79,716.00	129,289.00	579,591.00	
Subcontractor	Northern Contracting		Baumgartner Construction		Green Earth Landscape	
Type of Work	Guardrail & Fence		Bridge		Landscape	
Subcontract Price	335,295.00		408,180.00		33,504.00	
Amount Uncompleted	335,295.00		402,004.00		33,504.00	
Subcontractor	Del Toro Landscaping		C3 Corporation		Alistate Concrete Cutting	
Type of Work	Landscape		Layout		Longitudinal Joint Seal	
Subcontract Price	165,651.00		45,200.00		43,427.00	
Amount Uncompleted	165,651.00		45,200.00		33,567.00	
Subcontractor	Alistate Concrete Cutting		Bryan Environmental		Galaxy Underground	
Type of Work	Longitudinal Joint Seal		Non-Special Waste		Sewer	
Subcontract Price	75,738.00		10,886.00		168,910.00	
Amount Uncompleted	75,738.00		10,886.00		155,000.00	
Subcontractor	Bryan Environmental		Green Earth Landscaping		Peterson Environmental	
Type of Work	Non-Special Waste		Landscape		Non-Special Waste	
Subcontract Price	40,305.00		126,921.00		26,000.00	
Amount Uncompleted	40,305.00		126,921.00		19,400.00	
Subcontractor	Acron Construction Co.		Precision Pavement		Veterans Vac Services	
Type of Work	Sewer		Striping		Sewer Cleaning	
Subcontract Price	828,503.00		34,410.00		45,798.00	
Amount Uncompleted	828,503.00		34,410.00		45,798.00	
Total Uncompleted	2,541,895.00		2,349,354.00		1,413,716.00	



Affidavit of Availability

For the Letting Of 3/4/25

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

PCI JOB NUMBER	240210	240240	240250	240250 Continued	240250 Continued
Contract Number	24-011	N/A	1-21-4743	1-21-4743	1-21-4743
Contract With	2024 Elgin Woodbridge Resurfacing Project	2024 Fremont - Willard - Elgin Paving	I-490; I-294 to Franklin Ave	I-490; I-294 to Franklin Ave	I-490; I-294 to Franklin Ave
Estimated Completion Date	10/25/2024	11/15/2024	10/1/2026	10/1/2026	10/1/2026
Total Contract Price	\$2,021,991.40	\$1,676,116.00	\$78,504,918.00		
Uncompleted Dollar Value If Firm is the Prime Contractor	\$1,287,448.19	\$1,676,116.00	\$78,504,918.00		
Uncompleted Dollar Value If Firm is the Subcontractor					

Part II. Awards Pending and Uncompleted Work to
be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork	9,500.00	5,610.00	6,818,955.00	
Portland Cement Concrete Paving	0.00	0.00	3,132,751.00	
HMA Plant Mix	648,480.81	854,672.00	2,036,391.00	
HMA Paving	-	-	-	
Clean & Seal Cracks/Joints				
Aggregate Bases & Surfaces	7,548.75	35,000.00	1,444,344.00	
Highway,R.R. and Waterway Structures				
Drainage				
Electrical				
Cover and Seal Coats				
	-		3,001,837.00	
Landscaping				
Fencing				
Guardrail				
Painting				
Signaling				
Cold Milling, Planning & Rotomilling	107,819.80	146,914.85	0.00	
Demolition				
Temporary Barrier Traffic Control	0.00		65,277.00	
Other Construction (List)	10,817.43	139,810.15	5,568,745.00	
			0.00	
Totals	784,166.79	1,182,007.00	22,068,300.00	

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization to Bid". This form has been approved by the State Forms Management Center.

**Affidavit of Availability**For the Letting Of 3/4/25

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	240210	240240	240250	240250 Continued	240250 Continued
Subcontractor	H&H Electric Co	H&H Electric	GEOPIER	Veridian Enterprises Inc.	Clean Cut Tree Service
Type of Work	Electric	Electric	Agg Column	Sewer	Tree Removal
Subcontract Price	9,936.00	8,034.00	5,615,000.00	5,490,092.00	4,532.00
Amount Uncompleted	9,936.00	8,034.00	5,615,000.00	5,490,092.00	4,532.00
Subcontractor	Kreative Scape Inc	Stettner Group Corp	Michaels Foundation	C3 Corp	High Star Traffic
Type of Work	Curb & Flatwork	Layout	Agg Column	Layout	Striping
Subcontract Price	723,291.00	5,000.00	7,855,000.00	389,000.00	85,067.00
Amount Uncompleted	342,175.00	5,000.00	7,855,000.00	389,000.00	85,067.00
Subcontractor	Oro Stone Landscaping	Kreative Scape Inc	Aldridge Electric Inc.	Herfthy Mid-Continent	High Star Traffic
Type of Work	Landscape	Curb & Flatwork	Electric	MSE Walls	Traffic Control
Subcontract Price	90,852.00	275,940.00	8,650,108.00	11,809,986.00	94,424.00
Amount Uncompleted	90,852.00	275,940.00	8,650,108.00	11,809,986.00	94,424.00
Subcontractor	Galaxy Underground Inc.	ORO Stone	Herfthy Mid-Continent	Del Toro Landscaping	
Type of Work	Sewer	Landscape	Bridge	Landscape	
Subcontract Price	85,580.00	55,394.00	11,634,080.00	247,952.00	
Amount Uncompleted	36,560.00	55,394.00	11,634,080.00	247,982.00	
Subcontractor	High Star Traffic	Galaxy Underground Inc.	Midwest Fence Corp	Quality Saw & Seal	
Type of Work	Traffic Control, Striping	Sewer	Guardrail & Fence	Rumble Strip	
Subcontract Price	31,689.00	132,845.00	821,372.00	8,193.00	
Amount Uncompleted	23,758.40	132,845.00	821,372.00	8,193.00	
Subcontractor		Nafesco, Inc.	Rock Solid Stabilization	Quality Saw & Seal	
Type of Work		Traffic Control	Lime Stabilization	Sawing & Sealing	
Subcontract Price		11,670.00	268,443.00	119,962.00	
Amount Uncompleted		11,670.00	268,443.00	119,962.00	
Subcontractor		Roadway Lines Corp	Quality	S&J	
Type of Work		Striping Sub	Misc.	Sgh Structures (Overhead)	
Subcontract Price		5,226.00	34,942.00	2,913,584.00	
Amount Uncompleted		5,226.00	34,942.00	2,913,584.00	
Subcontractor			MA Rebar Services Inc	Geo-Enviro	
Type of Work			Rebar Installer	Non-Special Waste	
Subcontract Price			325,051.00	69,800.00	
Amount Uncompleted			325,051.00	69,800.00	
Total Uncompleted	503,281.40	494,109.00	56,436,618.00		



Affidavit of Availability

For the Letting Of 3/4/25

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

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PCI JOB NUMBER	240260	240260 Continued	240280	240300	240300 Continued	240310
Contract Number	61J28	61J28	78885	61J93	61J93	62U83
Contract With	IDOT #205 US 20 & Reinking Rd Intersection Reconstruction	IDOT #205 US 20 & Reinking Rd Intersection Reconstruction	IDOT #193 I-57; N. of Atchison Creek Bridge to Tri-Level S. of Mt. Vernon (Sub to E.T. Simonds Construction)	IDOT #1 Randall Rd, Ackman Rd to Acorn Lane / Polaris Drive	IDOT #1 Randall Rd, Ackman Rd to Acorn Lane / Polaris Drive	IDOT #229 US 20 Over St.Charles, Liberty St & Poplar Creek (Sub to Dunnet Bay Construction)
Estimated Completion Date	95 WD	95 WD	6/15/2027	10/29/2027	10/29/2027	10/31/25 + 10 WD
Total Contract Price	\$3,364,000.00		\$2,100,474.00	\$35,659,130.03		\$1,848,615.00
Uncompleted Dollar Value If Firm is the Prime Contractor	\$3,364,000.00		\$2,100,474.00	\$35,659,130.03		\$1,848,615.00
Uncompleted Dollar Value If Firm is the Subcontractor						

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only portion of the work to be done by your company. If no work is contracted, show NONE.

Earthwork	446,785.00	-	4,339,407.00	-
Portland Cement Concrete Paving	653,398.00	0.00	5,861,276.00	0.00
HMA Plant Mix	134,539.00	-	289,530.00	1,275,020.00
HMA Paving	-	-	-	-
Clean & Seal Cracks/Joints				
Aggregate Bases & Surfaces	205,809.00	-	3,516,860.00	-
Highway,R.R. and Waterway Structures				
Drainage				
Electrical				
Cover and Seal Coats				
	93,090.00	2,100,474.00	2,110,250.00	-
Landscaping				
Fencing				
Guardrail				
Painting				
Signing				
Cold Milling, Planning & Rotomilling	0.00	0.00	0.00	455,595.00
Demolition				
Temporary Barrier Traffic Control	0.00		578,897.00	0.00
Other Construction (List)	383,320.00		2,219,802.03	118,000.00
	0.00		0.00	0.00
Totals	1,916,941.00	2,100,474.00	18,916,022.03	1,848,615.00

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization to Bid". This form has been approved by the State Forms Management Center.



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Part I. Work Under Contract

Affidavit of Availability

For the Letting Of _____

3/4/25

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	240260	240260 Continued	270280	240300	240300 Continued	240310
Subcontractor	Elmund & Nelson Co	Geo-Enviro Consultants		H&H Electric Co	Rulzscape Construction	
Type of Work	Electric	Non-Special Waste		Electric	Landscape	
Subcontract Price	290,022.00	15,050.00		2,544,786.00	1,064,069.00	
Amount Uncompleted	290,022.00	15,050.00		2,544,786.00	1,064,069.00	
Subcontractor	Clean Cut Tree Services	Archon Const.		Metromex Construction Inc.	Veterans Vac	
Type of Work	Tree Removal	Sewer		Asphalt	Sewer Cleaning	
Subcontract Price	4,500.00	446,427.00		548,649.00	9,575.00	
Amount Uncompleted	4,500.00	446,427.00		548,649.00	9,575.00	
Subcontractor	C. E. S. Inc.	High Star Traffic		Northern Contracting Inc.	Homer Tree Service Inc	
Type of Work	Layout	Traffic Control, Striping		Guardrail & Fence	Tree Removal	
Subcontract Price	32,275.00	149,442.00		852,782.00	35,034.00	
Amount Uncompleted	32,275.00	149,442.00		852,782.00	35,034.00	
Subcontractor	Kreative Scape Inc.			JG Demo Inc	Montemayor Construction	
Type of Work	Curb & Flatwork			Curb & Flatwork	Sewer	
Subcontract Price	388,384.00			3,140,889.00	6,168,557.00	
Amount Uncompleted	388,384.00			3,140,889.00	6,168,557.00	
Subcontractor	Industrial Fence			Evergreen	Geo-Enviro Consultants	
Type of Work	Guardrail & Fence Sub			Longitudinal Joint Seal	Non-Special Waste	
Subcontract Price	11,801.00			41,000.00	41,025.00	
Amount Uncompleted	11,801.00			41,000.00	41,025.00	
Subcontractor	Rulzscape Construction			C3 Corp		
Type of Work	Landscape			Layout		
Subcontract Price	64,945.00			487,000.00		
Amount Uncompleted	64,945.00			487,000.00		
Subcontractor	Artigo			Quality Saw & Seal		
Type of Work	Miscellaneous			Sawing		
Subcontract Price	13,005.00			114,472.00		
Amount Uncompleted	13,005.00			114,472.00		
Subcontractor	Quality Saw & Seal			High Star Traffic		
Type of Work	Sawing			Traffic Control		
Subcontract Price	31,208.00			1,695,270.00		
Amount Uncompleted	31,208.00			1,695,270.00		
Total Uncompleted	1,447,059.00		0.00	16,743,108.00		0.00



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Part I. Work Under Contract

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PCI JOB NUMBER	240320	Pending	
Contract Number	62W74		
Contract With	IDOT #113 I-290; West Frontage Rd @ IL072 Project (Sub to Mesley Construction 1, LLC.)	2024 Rockford Airport Taxiway F Reconstruction	
Estimated Completion Date	20 WD		ACCUMULATED TOTALS
Total Contract Price	\$46,928.00	\$7,767,212.00	\$605,247,249.80
Uncompleted Dollar Value if Firm is the Prime Contractor	\$46,928.00	\$7,767,212.00	\$410,056,812.00
Uncompleted Dollar Value if Firm is the Subcontractor			\$0.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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Earthwork	-	924,360.00	34,126,196.73
Portland Cement Concrete Paving	0.00	4,327,200.00	72,771,331.86
HMA Plant Mix	-	-	27,572,557.71
HMA Paving	-	-	22,929,135.40
Clean & Seal Cracks/Joints	0.00		-
Aggregate Bases & Surfaces	-	424,200.00	19,086,671.32
Highway,R.R. and Waterway Structures			-
Drainage			-
Electrical			-
Cover and Seal Coats			-
	-	-	16,665,553.45
Landscaping			-
Fencing			-
Guardrail			-
Painting			-
Signing			-
Cold Milling, Planning & Rotomilling	46,928.00	46,725.00	1,506,193.90
Demolition			-
Temporary Barrier Traffic Control	0.00	0.00	3,175,262.75
Other Construction (List)	-	263,402.00	31,471,236.88
	0.00	0.00	300,956.00
Totals	46,928.00	5,985,887.00	229,605,095.99

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization to Bid". This form has been approved by the State Forms Management Center.

Affidavit of Availability

For the Letting Of

3/4/25



Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Part I. Work Under Contract

Affidavit of Availability

For the Letting Of 3/4/25

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

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Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	240320	Pending
Subcontractor		Rock Road Company
Type of Work		Asphalt Paving
Subcontract Price		1,098,619.00
Amount Uncompleted		1,098,619.00
Subcontractor		FEHR Graham Engl
Type of Work		Layout (Survey)
Subcontract Price		36,500.00
Amount Uncompleted		36,500.00
Subcontractor		Del Toro Landscaping
Type of Work		Landscape
Subcontract Price		55,270.00
Amount Uncompleted		55,270.00
Subcontractor		Abitua Sewer, Water
Type of Work		Sewer
Subcontract Price		162,855.00
Amount Uncompleted		162,855.00
Subcontractor		Quality Saw & Seal
Type of Work		Sewing
Subcontract Price		270,628.00
Amount Uncompleted		270,628.00
Subcontractor		Crowley Construction
Type of Work		Striping
Subcontract Price		157,453.00
Amount Uncompleted		157,453.00
Subcontractor		
Type of Work		
Subcontract Price		
Amount Uncompleted		
Subcontractor		
Type of Work		
Subcontract Price		
Amount Uncompleted		
Total Uncompleted	0.00	1,781,325.00

Notary

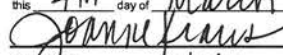
I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Terry Madden, Executive Vice President of Operations
Officer in Charge



Signature
Piole Construction Inc.
1100 Brandt Drive
Hoffman Estates, IL 60192

Subscribed and sworn to before me
this 4th day of March, 2025


Notary Public
My Commission expires: 1/10/28



VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

(If an Individual)

Signature of Bidder _____

Business Address _____

(If a co-partnership)

Firm Name _____

(Seal)

Signed By _____

Business Address _____

(Insert Names and
Addresses of all
Partners of the
Firm)

(If a Corporation)

Corporate Name Plote Construction Inc.

Signed By 

President Daniel R. Plote

Business Address 1100 Brandt Drive, Hoffman Estates, IL

(Corporate Seal)

(Insert Names of
Officers)

President Daniel R. Plote

Secretary George Kapitzky

Treasurer George Kapitsky

Attest: 

Secretary David A. Miller, VP of Estimating & Contracts

(Note: Bidders should not add any conditions or qualifying statements to this bid, since under these circumstances, the bid may be declared irregular as being not responsive to the advertisement for bids).



Illinois Department of Transportation

Certificate of Eligibility

Plote Construction, Inc.

1100 Brandt Drive HOFFMAN ESTATES, IL 60192

Contractor No 4813

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED SUPER UNLIMITED

001	EARTHWORK	Unlimited
002	PCC PAVING	Unlimited
003	HMA PLANT MIX	Unlimited
012	DRAINAGE	\$3,525,000
017	CONCRETE CONSTRUCTION	\$15,025,000
032	COLD MILL, PLAN. & ROTOMILL	\$20,800,000
08A	AGGREGATE BASES & SURF. (A)	\$33,675,000
09A	HIGHWAY STRUCTURES	\$1,300,000
15A	COVER & SEAL COATS (A)	\$1,075,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/30/2024 TO 4/30/2025 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/30/2024.


Engineer of Construction

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

PROPOSAL BID BOND

WE Plote Construction Inc.

_____ as PRINCIPAL, and Liberty Mutual Insurance Company

_____ as SURETY, are held firmly bound unto the Village of Bensenville (hereinafter referred to as "LA") in the penal sum of 10% of the total bid price. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE, if the proposal is accepted and a contract awarded to the PRINCIPAL by the LA for the above-designated section, and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ 4th _____ day of _____ March, _____ A.D. 2025 .

Principal

Plote Construction Inc.

(Company Name)

(Company Name)

By: _____

(Signature & Title)

David A. Miller, Asst. Secretary

By: _____

(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

VILLAGE OF BENSENVILLE

2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

Surety

Liberty Mutual Insurance Company
(Name of Surety)

By: William Reidinger
(Signature of Attorney-in-Fact)
William Reidinger, Attorney-In-Fact



STATE OF Illinois,

COUNTY OF DuPage

I, Joseph Halleran, a Notary Public in and for said
county, do hereby certify that David A. Miller and

William Reidinger

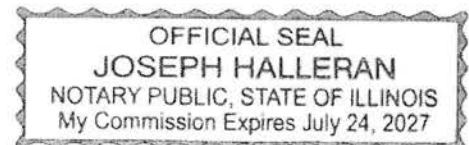
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4th day of
March, 2025 A.D.

My commission expires July 24, 2027

Joseph Halleran
Notary Public Joseph Halleran



NOTICE

1. Improper execution of this form (i.e. missing signatures or seals or incomplete certification) will result in bid being declared irregular.
2. If bid bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with bid.



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **William Reidinger** all of the city of **Schaumburg**, state of **IL** its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bonds, undertakings, recognizances, contracts of indemnity, and all other surety obligations related thereto, the execution of which shall be binding upon the Companies as if it had been duly signed and executed by its own officers:

Principal Name: **Plote Construction Inc.**
Obligee Name: **Village of Bensenville**
Surety Bond Number: **Bid Bond**

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of March, 2025, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American 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 a 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
Member, Pennsylvania Association of Notaries

By:
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are 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 execution of any such instruments and to attach thereto the seal of the Corporation. When so 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.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company 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 Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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 of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney 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 Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies 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 Companies this 4th day of March, 2025.



By:
Renee C. Llewellyn, Assistant Secretary

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

HOLD HARMLESS AGREEMENT

The Contractor agrees to indemnify and defend the Village of Bensenville, its officers, agents and employees and each of them, against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise (or which may be alleged to have arisen) out of or in connection with the work covered by this Agreement. The foregoing indemnity (together with Contractor's obligation to defend) shall apply unless it shall be found by a court of competent jurisdiction that such injury, death or damage shall have been caused solely by the negligence of the Village of Bensenville, its officers and employees, or any of them. The Village of Bensenville shall be entitled to withhold from any payment otherwise due pursuant to this Agreement such amount or amounts as may be reasonably necessary to protect it against liability from any personal injury, death or property damage resulting from the performance of the work hereunder.

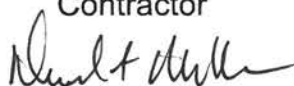
Village of Bensenville

Signature

Title

Date

Contractor



Signature David A. Miller

VP of Estimating & Contract
Title

3/4/2025
Date

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. seq. entitled "Drug Free Workplace Act", the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance program; and
- (4) the penalties that may be imposed upon employees for drug violations.

(c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

(continued)

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling treatment, and rehabilitation is required and indicating that a trained referral team in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.

Failure to abide by this certification shall subject the contractor to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.



Contractor

David A. Miller, VP of Estimating & Contracts

ATTEST:



DATE: 3/4/2025

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

SEXUAL HARASSMENT CERTIFICATE

Plote Construction Inc. hereinafter referred to as "Contractor"
having submitted a bid/proposal for **2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM** to the Village of Bensenville, DuPage County, Illinois, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the following information:

1. An acknowledgment of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor's internal complaint process including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: 
Authorized Agent of Contractor
David A. Miller, VP of Estimating & Contracts

Subscribed and sworn to
before me this 4th day
of March, 2025.


Notary Public

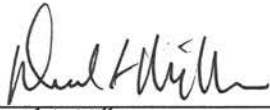


VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

BID CERTIFICATION FORM

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH SECTION 33E-11 OF
ILLINOIS CRIMINAL CODE OF 1961

I/we hereby certify that Plote Construction Inc. is not barred from (Name of Bidder) bidding
on this contract as the result of a violation of either Section 33E-3 or 33E-4 of this Article
of the Illinois Criminal Code of 1961.

Signed: 
David A. Miller
Title: VP of Estimating & Contracts

Date: 3/4/2025

INTERFERENCE WITH PUBLIC CONTRACTING - - BID RIGGING AND ROTATING - -
KICKBACKS - - BRIBERY

PUBLIC ACT 85-1295
S.B. 2002

AN ACT to add Article 33E to the "Criminal Code of 1961", approved July 28,
1961, as amended.

Be it enacted by the People of the State of Illinois, represented in the General
Assembly:

Section 1: Article 33E is added to the "Criminal Code of 1961", approved July 28, 1961,
as amended, the added Article to read as follows:

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

ARTICLE 33E. PUBLIC CONTRACTS

Sec. 33E-3 Bid Rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense shall be barred for 5 years from the date of conviction from bidding on any contract offered for bid by any unit of State or local government.

Sec. 33E-4. Bid rotating. A person commits the offense of bid rotating when pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense shall be permanently barred from bidding on public contracts in the State of Illinois.

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

CONTRACT

1. THIS AGREEMENT, made and concluded this ____ day of _____, 2025
between the Village of Bensenville acting by and through its Mayor and City
Council, known as the party of the first part, and
_____ his/their executors, administrators,
successors or assigns, known as the party of the second part.

2. WITNESSETH: that for and in consideration of the payments and
agreements mentioned in the proposal hereto attached, to be made and
performed by the party of the first part, and according to the terms expressed
in the bond referring to these presents, the party of the second part agrees
with said party of the first part at his/their own proper cost and expense to do
all work, furnish all materials and all labor necessary to complete the work in
accordance with the plans and specifications hereinafter described, and in full
compliance with all of the terms of this agreement and the requirements of the
engineer under it.

3. And it is also understood and agreed that the notice to bidders, instructions to
bidders, specifications, special provisions, proposal and contract bond hereto
attached and the plans for the **2025 RESIDENTIAL STREET
IMPROVEMENTS PROGRAM**, prepared and approved by the Village of
Bensenville, are all essential documents of this contract and are a part hereof.

4. And it is also understood and agreed that employers shall not discriminate
against employees or applicants for employment on basis of race, color,
religion, sex or national origin.

IN WITNESS WHEREOF the said parties have executed these presents on the
date above mentioned.

Village of Bensenville

By: _____
Mayor
Party of the First Part

ATTEST:

Municipal Clerk

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

(If Corporation)

Corporate
Name _____

(Corporate Seal)

Address _____

ATTEST:

By _____ (Seal)
President

Corporate Secretary

(If an Individual)

Business
Name _____

Address _____

By _____ (Seal)
Bidder

(If a Co-partnership)

Firm
Name _____

Address _____

By _____ (Seal)

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENT, that we _____

as Principal, and _____

a corporation organized and existing under the laws of the State of Illinois, as Surety, are held and firmly bound unto the Village of Bensenville, State of Illinois, in the penal sum of _____ dollars (\$ _____), lawful money of the United States, well and truly to be paid unto said Village of Bensenville for the payment of which we bind ourselves, our heirs, executors, administrators, successor, and assigns, jointly, severally, and firmly by these present.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with the Village of Bensenville acting through the Mayor and City Council of said Village of Bensenville for the construction of the work designated as **2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM** in the Village of Bensenville which contract is hereby referred to and made a part hereof, as if written herein at length, in and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, material, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, sub-contractor, or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted and shall hold the Village of Bensenville and the said Mayor and City Council harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements, of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation this
_____ day of _____ A.D. 2025.

Corporate
Name _____

By: _____

ATTEST: _____
Secretary

Surety: _____
(Seal)

By: _____
Attorney in Fact (Seal)

By: _____
Attorney in Fact (Seal)

Countersigned
By: _____
Agent for Surety

Address of Surety

VILLAGE OF BENSENVILLE
2025 RESIDENTIAL STREET IMPROVEMENTS PROGRAM

State of _____)
County of _____) SS

I, _____ a Notary Public in and for said county, in the State aforesaid, do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Principal therein, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of _____, A.D. 2025.

Seal _____ Notary Public
_____ Address

State of _____)
County of _____) SS

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, who is personally known to me to be the person who signed the above and foregoing instrument as the Attorney in Fact for _____, thereto, as his Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under the authority given him by said Principal.

Given under my hand and Notarial Seal, this _____ day of _____, A.D. 2024.

_____ Notary Public
_____ Address

Approved this _____ day of _____, A.D. 2025.

ATTEST: Mayor and City Council

Municipal Clerk
Municipal Seal

Mayor

TYPE:Resolution**SUBMITTED BY:**Frank Palumbo**DEPARTMENT:**Public Works**DATE:**March 18, 2025**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of Change Order No. 1 with Layne Christensen Company of Aurora, IL for the 2024 Abandonment of Well #3, #6, and #7 for an Increase of \$482,815.50 for a Final Contract Amount of \$965,589.50.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

March 18, 2025

BACKGROUND:

Back in 1992, the Village became a charter member of the DuPage Water Commission (DWC) as they brought Lake Michigan Water to the western suburbs. Prior to the establishment of DWC, the Village's water supply was through deep wells throughout town. When we made the transition to Lake Michigan, several wells were kept in service as backup wells. Over time, some of these backup wells have also been abandoned due to mechanical failure.

Currently, the Village still maintains three backup wells – Well #3 (Church Road), Well #6 (Belmont), and Well #7 (Foster). These three wells have been tested under the IEPA's Maximum Contaminant Level (MCL) for Radiological Elements procedures. Well #3 and Well #6 exceed the MCL limits today and Well #7 has seen an increase in MCL over the last six years and is approaching the MCL limit. During our last IEPA inspection, the inspector stated that putting these wells in service would be worse than not providing water to our residents.

Over time, the Village has installed backup water interconnects with our neighboring communities. Specifically, we have a connection with Elmhurst and two connections with Elk Grove Village. Staff is also in discussions with Franklin Park on the possibility of another interconnect after the I490 project is completed. These interconnects supply us with Lake Michigan water in an emergency. Through these interconnects, we have the capacity to provide our residents with water from two different Lake Michigan water suppliers (DWC – Elmhurst and NSMJAWA – Elk Grove). If we execute the interconnect with Franklin Park, this would be a third supplier as they get their water directly from the City of Chicago.

Staff is recommending the abandonment of the three Village wells. Not just from a contamination standpoint but also from a financial aspect. The wells require an abundance of energy annually. The wells, on average, have an annual energy cost to the Village of \$60k. The EPA mandates a Source Protection Water Plan every five years that requires a consultant, with a financial burden of around \$25K to the Village. Most of the well house's equipment and parts need to be updated and require significant upgrades. The Village has invested over \$10,000 in minor upgrades in the last three years. Making the necessary upgrades would require further investigation and quotes. Most of the equipment in the well houses is original from circa 1950.

The Village Board approved R-107-2024 with Layne Christensen Company for the the 2024 Abandonment of Wells #3, #6, and #7 in the amount of \$485,774.

KEY ISSUES:

Change order #1 includes work that was unforeseen by all parties involved. During the construction of the wells, explosives were used to create a cavern underground to create an open area where the pump of the well could

operate free of sediment. This process, though effective, allows for little control of the end product. The void created by these explosives is unknown in size until filling of the void takes place.

Initially, it was believed that each cavern would need roughly 150 - 200 cubic yards of material to fill. After the wells were filled the actual material used was much higher.

	Well # 7	Well # 6	Well # 3
Estimated Material Needed (cubic yards)	165	175	165
Actual Material Used (cubic yards)	345	350	265
Difference (cubic yards)	180	175	100

Overall, an additional 455 cubic yards, the equivalent size of nearly twelve school buses, of material was used to fill the caverns. The Illinois Department of Public Health oversees the abandonment of wells and is very particular about the process required to perform the work. Although the voids are over 1,000 feet below the surface, leaving voids can cause contamination of neighboring aquifers and thus is not allowed.

The use of the additional material also increased the overall time and man hours of the abandonments. The additional cost of Change Order No. 1 equated to \$482,815.50 in time, material, and labor. The need to follow the protocols nearly doubled the cost of the project. The final cost was \$965,589.50.

The breakdown is as follows:

Project Total Breakdown			
Item	Awarded	Actual	Change Order #1
Well #3	\$164,666.00	\$300,257.75	\$135,591.75
Well #6	\$161,074.00	\$312,115.75	\$151,041.75
Well #7	\$160,034.00	\$356,216.00	\$196,182.00
Project Total	\$485,774.00	\$968,589.50	\$482,815.50

ALTERNATIVES:

Discretion of the Village Board.

RECOMMENDATION:

Staff recommends the approval of a Resolution Authorizing the Execution of Change Order No. 1 Layne Christensen Company of Aurora, IL for the 2024 Abandonment of Well #3, #6, and #7 for an Increase of \$482,815.50 for a Final Contract Amount of \$965,589.50

BUDGET IMPACT:

Funding for Well #7 are available in TIF 12 Account Number

Well #7 - 37980860 596000 25201 - \$196,182.00

Funding for Well #3 and Well #6 are available using ARPA grant funds within the Water / Sewer Fund.

Well #3 - 51080860 596000 24203 – \$135,591.75

Well #6 - 51080860 596000 25202 – \$151,041.75

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of Change Order No. 1 Layne Christensen Company of Aurora, IL for the 2024 Abandonment of Well #3, #6, and #7 for an Increase of \$482,815.50 for a Final Contract Amount of \$965,589.50.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
RES - CHANGE ORDER NO. 1 - Well Abandonment	3/10/2025	Resolution Letter
Well Abandonment - Line Item Breakdown	3/7/2025	Backup Material

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 1 WITH LAYNE CHRISTENSEN COMPANY OF AURORA, IL FOR THE 2024 ABANDONMENT OF WELL #3, #6, AND #7 FOR AN INCREASE OF \$482,815.50 FOR A FINAL CONTRACT AMOUNT OF \$965,589.50

WHEREAS, Chapter 720, Section 5/33-E-9 of the Illinois Compiled Statutes 2002 requires change orders on public contracts involving total cumulative changes of more than Ten Thousand Dollars (\$10,000) in value or a cumulative total of thirty (30) days in time to be made by written determination; and

WHEREAS, the VILLAGE has received its Lake Michigan water supply as a Charter member of the DuPage Water Commission since 1992, and

WHEREAS, the VILLAGE has maintained deep water wells as a backup supply since 1992, and

WHEREAS, staff sought proposals to abandon Well #3, #6, and #7 from two companies that perform 90% of the municipal well abandonments in northern Illinois, and

WHEREAS, on June 18, 2024, the Village Board approved Resolution R -107-2024 authorizing the execution of a contract with Layne Christensen Company for the purchase order for the 2024 Abandonment of Wells #3, #6, and #7 in the amount of \$485,774, and

WHEREAS, an additional 455 cubic yards of material were needed to fill in the caverns, and

WHEREAS, the use of the additional material increased the overall time and man hours of the abandonments, and

WHEREAS, the total increase for the project was \$482,815.50 for a final cost of the Abandonment of Well #3, #6, and #7 of \$965,589.50.

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

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

SECTION TWO: The Village President and Board of Trustees authorizes and approves the attached Resolution Authorizing the Execution of Change Order No. 1 with Layne Christensen Company of Aurora, IL for the 2024 abandonment of Well #3, #6, and #7 for an increase of \$482,815.50 for a final contract amount of \$965,589.50.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 25, 2025.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



January 30th, 2025

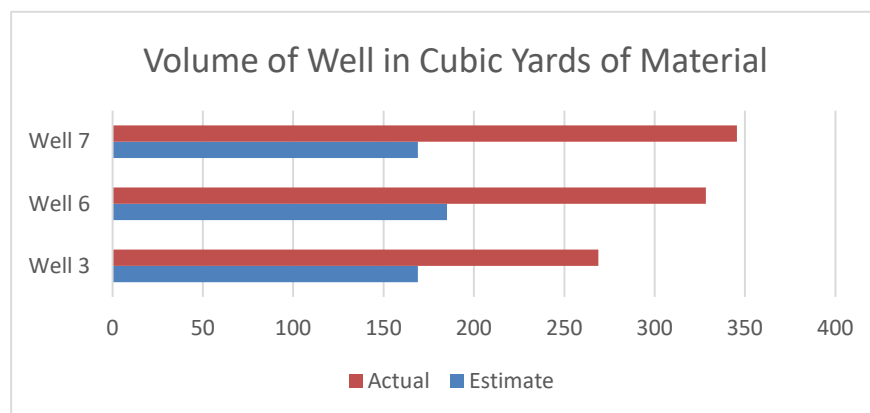
Joe Caracci & Frank Palumbo
Superintendent of Operations
Village of Bensenville, IL
Department of Public Works
Bensenville, IL 60106

Re: Bensenville Wells 3, 6, & 7 Abandonment – Line item break down

Mr. Caracci & Palumbo,

I have prepared this document to outline the changed conditions that arose during the Bensenville Abandonment project. Per our meeting on January 15th, 2025, I have detailed the breakdowns per line items of costs estimated vs. actual as proposed and signed. For any additional information on well sealing, please refer to the Change order document sent on January 7th, 2025

The following graph shows the change in volume from information estimated using known, published data on the wells vs. the size of the caverns in the field. Please note data is measure in Cubic Yards. Please note that each cubic yard is approximately 3,000 lbs.



To put this in terms of yellow school busses, one school bus has a volume of approximately 1,700 Cubic feet (35'x7.5'x6.5'). Well 3 was estimated to be 2.68 school busses worth of material, and the cavern increased Well 3's volume to **4.27** school busses worth of material. Well 6 estimated at 3 school busses and totaled **5.2** school buses once complete. Well 7 estimated at 2.5 school busses and turned into **5.5** school busses worth of material. The labor associated with filling in the caverns is broken down below.

WATER RESOURCES

Below is the cost difference from Layne's original proposal to the actual time and material required to complete the abandonments of Well 3, 6, and 7 by line item proposed

Total Cost Differences			
Item	Estimated	Actual	Difference
Well 3	\$164,666.00	\$300,257.75	\$135,591.75
Well 6	\$161,074.00	\$312,115.75	\$151,041.75
Well 7	\$160,034.00	\$356,216.00	\$196,182.00
Project Total	\$485,774.00	\$968,589.50	\$482,815.50

Breakdown per line item

Well 3 – Option 2: Rental Crane					
	Item	Quoted	Actual	Quoted Cost	Actual Cost
1	<u>Load and mobilize</u>				
	Serviceman and Helper	4	4	\$1,700.00	\$1,700.00
	Large Rig and Operator	8	8	\$2,696.00	\$2,696.00
	Flatbed Crane and Operator	8	8	\$2,696.00	\$2,696.00
	Serviceman w/Truck and Trailer	8	8	\$2,160.00	\$2,160.00
2	<u>Remove pump</u>				
	Flatbed Crane and Operator	40	68	\$13,480.00	\$22,916.00
	Serviceman w/Truck and Trailer	40	68	\$10,800.00	\$18,360.00
	Helper	40	68	\$7,920.00	\$13,464.00
	330T Crane Rental	40	68	\$44,000.00	\$74,800.00
	counterweight freight	5	5	\$9,500.00	\$9,500.00
	Permits	1	1	\$1,300.00	\$1,300.00
	Fuel Surcharge	1	1	\$2,192.00	\$2,192.00
3	<u>Abandon Well</u>				
	Serviceman w/Truck and Trailer	40	107	\$10,800.00	\$28,890.00
	Flatbed Crane and Operator	40	114	\$13,480.00	\$38,418.00
	Helper	24	115.50	\$4,752.00	\$22,869.00
	Pea Gravel	64	143	\$4,160.00	\$9,295.00
	Granular Chlorine	8	8	\$1,000.00	\$1,000.00
	RM Rental	22	33.75	\$6,600.00	\$10,125.00
	Super Sacks	10	22	\$8,250.00	\$18,150.00
	Concrete	32	1	\$7,200.00	\$225.00
	Well Permit	1	1	\$100.00	\$100.00
4	<u>Demobilize</u>				
	Large Rig and Operator	8	8	\$3,984.00	\$3,984.00
	Flatbed Crane and Operator	8	8	\$2,528.00	\$2,528.00
	Serviceman w/truck and trailer	8	8	\$1,968.00	\$1,968.00
	Serviceman and helper	4	74	\$1,400.00	\$25,900.00
Well 6 – Option 2: Crane					
	Item	Quoted	Actual	Quoted Cost	Actual cost

1	<u>Load and mobilize</u>				
	Serviceman and Helper	4	4	\$1,700.00	\$1,700.00
	Large Rig and Operator	8	8	\$2,696.00	\$2,696.00
	Flatbed Crane and Operator	8	8	\$2,696.00	\$2,696.00
	Serviceman w/Truck and Trailer	8	8	\$2,160.00	\$2,160.00
2	<u>Remove pump</u>				
	Flatbed Crane and Operator	40	58	\$13,480.00	\$19,546.00
	Serviceman w/Truck and Trailer	40	58	\$10,800.00	\$15,660.00
	Helper	40	58	\$7,920.00	\$11,484.00
	275T Crane Rental	40	58	\$36,400.00	\$52,780.00
	Counterweight freight	4	4	\$7,600.00	\$7,600.00
	Permits	1	1	\$1,300.00	\$1,300.00
	Fuel Surcharge	1	1	\$2,180.00	\$2,180.00
3	<u>Abandon Well</u>				
	Serviceman w/Truck and Trailer	40	156	\$10,800.00	\$42,120.00
	Flatbed Crane and Operator	40	154.50	\$17,000.00	\$52,006.50
	Helper	24	160	\$4,752.00	\$31,680.00
	Pea Gravel	64	189	\$4,160.00	\$12,285.00
	Granular Chlorine	8	8	\$1,000.00	\$1,000.00
	RM Rental	22	46.25	\$6,600.00	\$13,875.00
	Super Sacks	8	30	\$6,600.00	\$24,750.00
	Concrete	50	4	\$11,250.00	\$900.00
	Well Permit	1	1	\$100.00	\$100.00
4	<u>Demobilize</u>				
	Large Rig and Operator	8	8	\$3,984.00	\$3,984.00
	Flatbed Crane and Operator	8	8	\$2,528.00	\$2,528.00
	Serviceman w/truck and trailer	8	8	\$1,968.00	\$1,968.00
	Serviceman and helper	4	59.5	\$1,400.00	\$20,825.00
Well 7 – Option 2: Crane					
	Item	Quoted	Actual	Quoted Cost	Actual Cost
1	<u>Load and mobilize</u>				
	Serviceman and Helper	4	4	\$1,700.00	\$1,700.00
	Large Rig and Operator	8	8	\$2,696.00	\$2,696.00
	Flatbed Crane and Operator	8	8	\$2,696.00	\$2,696.00
	Serviceman w/Truck and Trailer	8	8	\$2,160.00	\$2,160.00
2	<u>Remove pump</u>				
	Flatbed Crane and Operator	40	42.50	\$13,480.00	\$14,322.50
	Serviceman w/Truck and Trailer	40	42.50	\$10,800.00	\$11,475.00
	Helper	40	42.50	\$7,920.00	\$8,415.00
	275T Crane Rental	40	42.50	\$36,400.00	\$38,675.00
	Counterweight freight	4	4	\$7,600.00	\$7,600.00
	Permits	1	1	\$1,300.00	\$1,300.00
	Fuel Surcharge	1	1	\$2,180.00	\$2,180.00
3	<u>Abandon Well</u>				
	Serviceman w/Truck and Trailer	40	218.50	\$10,800.00	\$58,995.00

	Flatbed Crane and Operator	40	217.50	\$17,000.00	\$73,297.50
	Helper	24	212	\$4,752.00	\$41,976.00
	Pea Gravel	48	180	\$3,120.00	\$11,700.00
	Granular Chlorine	8	8	\$1,000.00	\$1,000.00
	RM Rental	22	48.50	\$6,600.00	\$10,912.50
	Super Sacks	8	0	\$6,600.00	\$0.00
	Concrete	50	3.5	\$11,250.00	\$1,050.00
	Neat Cement Grout	0	36	\$0.00	\$32,220.00
	Well Permit	1	1	\$100.00	\$100.00
4	<u>Demobilize</u>				
	Large Rig and Operator	8	8	\$3,984.00	\$3,984.00
	Flatbed Crane and Operator	8	8	\$2,528.00	\$2,528.00
	Serviceman w/truck and trailer	8	8	\$1,968.00	\$1,968.00
	Serviceman and helper	4	123	\$1,400.00	\$43,050.00
	Underbilling per change order	-	-	-	(\$59,202.50)
TOTAL COSTS:					\$968,589.50

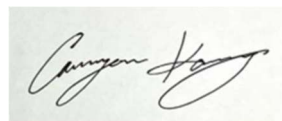
This project schedule increased exponentially due to the aforementioned discoveries. Additionally, Layne mitigated external errors that required the used of extra material, drilling equipment, and labor charges. These external factors totaled \$322,500.00 of material and labor charges, which ARE NOT being billed to the Village of Bensenville, nor are they reflected in this document.

The final project bill totals **\$968,589.50**. The final invoice will reflect the remaining balance of the charges on the job. Final completion of the project is January 2nd, 2025.

Layne appreciates the opportunity to be of service to the Village. Layne values our longstanding relationship and look forward to being of service to you in the future. If you have any questions, please do not hesitate to contact me. I can be reached either in the office at (331) 336-7873 or my cell phone at (630) 391-0156.

Yours Very Truly,

Layne Christensen Company



Canyon Kenny
Project Manager I



Jason Gray,
Area Manager

TYPE:Resolution**SUBMITTED BY:**Sean Flynn**DEPARTMENT:**Recreation**DATE:**March 18, 2024**DESCRIPTION:**

Consideration of a Resolution Establishing Guidelines and Procedures for 2025 Senior/Disabled Grass Cutting Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

March 18, 2025

BACKGROUND:

In 2018, President DeSimone and the Village Board established Senior/Disabled Grass Cutting Program meant to benefit Bensenville seniors and/or disabled residents. Public Works was tasked to implement the program. Minor adjustments and changes have been implemented since 2018. Because of the positive feedback, the Village will continue with the program in 2025 with minor changes from last year to the guidelines.

KEY ISSUES:

The program guidelines have been simplified over the years to ensure easier operational and administrative functions. After feedback from the residents and discussions with contractors, staff has determined that the services provided will remain the same and include:

- Spring Cleanup
- Weekly Cutting of Grass
- Edging of Hardscape
- Fall Cleanup

The Village subsidizes this program by paying the contractor 50% of the cost of each cut. The total cost of each cut is \$30 per visit, per parcel (PIN). The resident will pay \$15, and the Village will subsidize \$15. The price increase reflects recent ongoing CPI increases.

A full list of eligibility requirements is attached to this Resolution. Accounts will be mapped, divided geographically and assigned to four (4) different contractors who agreed to perform the work.

ALTERNATIVES:

Discretion of the Committee of the Whole

RECOMMENDATION:

Staff recommends an approval of the Resolution on Establishing Guidelines and Procedures for 2025 Senior/Disabled Grass Cutting Program.

BUDGET IMPACT:

The program is subsidized by the Village as a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of services performed for the season.

ACTION REQUIRED:

Approval of a Resolution Establishing Guidelines and Procedures for 2024 Senior/Disabled Grass Cutting

Program.

ATTACHMENTS:

<u>Description</u>	<u>Upload Date</u>	<u>Type</u>
Resolution	3/11/2025	Resolution Letter
Requirements	3/11/2025	Exhibit

RESOLUTION NO.

ESTABLISHING GUIDELINES AND PROCEDURES FOR THE 2025 SENIOR / DISABLED GRASS CUTTING PROGRAM

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

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

WHEREAS the Village President and Board of Trustees of the Village of Bensenville (the “*Corporate Authorities*”) have determined that a significant public interest is served by establishing a program to provide grass cutting services to residents that are elderly or disabled and have no one else within their household to perform such task (the “*Program*”), and

WHEREAS the Village will continue to implement the Program into 2025 with already established guidelines, and

WHEREAS it is the desire of the Corporate Authorities to implement the Program and promulgate general guidelines and establish certain procedures for the fair and effective implementation of the Program, a copy of which is attached hereto and made a part hereof, as Exhibit A.

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

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

SECTION TWO: The Corporate Authorities hereby authorize the Program and approve the criteria enumerated in Exhibit A to create and implement the Program, with such necessary changes as authorized by the Village President, the Village Manager, or the Director of Recreation to effectively operate the Program.

SECTION THREE: The Director of Recreation is hereby further authorized to obtain proposals and prepare such necessary agreements to contract for grass cutting, in accordance with the Program criteria herein contemplated, and present same to the Board of Trustees for final approval.

SECTION FOUR: The officers and employees of the Village are hereby authorized and directed to take any and all such actions as is required to enact the Program and carry out its intent and purpose.

SECTION FIVE: If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

SECTION SIX: All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION SEVEN: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 25, 2025.

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

VILLAGE OF BENSENVILLE
2025 GRASS CUTTING PROGRAM CRITERIA AND REQUIREMENTS

QUALIFICATIONS:

1. Resident(s) must be 60 years or older or disabled/handicapped, reside in their home, and there is no one else in the household that can cut the grass.
2. Each household resident must provide documentation of ownership and senior status (via a copy of latest property tax bill) and/or demonstrate disability status (via Secretary of State License Disability Placard or registration of disability with the Illinois Department of Aging).
3. Each household (regardless of age, disability, handicap, or medical condition of any individual resident in the same household) must demonstrate a combined income of \$65,000.00 or less to participate in the Program. Qualifying households may be asked to provide proof of income documentation, as determined acceptable by the Village.

TERMS:

An application must be completed and signed on an annual basis, to enroll in the program. The application is to be mailed or delivered to Bensenville Village Hall, 12 S. Center Street, Bensenville, IL 60106, and Attention: Director of Recreation.

1. The Department will review the application and accompanying documentation and determine if the applicant qualifies for the program.
2. The following service will be provided to an applicant upon completion of the application and approval by the Department:
 - The lawn will be cut as needed, as determined by the Village, weather permitting, but in no event will the lawn be cut more than once per week. Cutting will begin no earlier than April 21, 2025, and will continue through the third week of November. The intent of the program is to cut the grass weekly. The Village, at its own discretion, may choose to change the frequency of the cutting due to weather. The contractor will utilize grass clipping collecting mowers and remove grass clippings/debris from the site.
 - Hardscapes (sidewalk, driveway, patios, etc.) will be edged (weed whipping) and power blew of excess grass clippings.
 - A Spring Cleanup will be performed during the first week of service and will include general cleaning of the yard and bagging/disposal of all accumulated materials.
 - A Fall Cleanup will be performed at the end of the season (at a time determined by the Village) and will include general cleaning of the yard and bagging/disposal of all accumulated materials. Fall cleaning will be billed as an additional service at the standard rate **(\$15.00)**

- A monthly bill will be sent to you from the Village's Finance Department. The charge is \$15.00 per cut (per PIN). In the event payment is not received within thirty (30) days of the date of the invoice, a late fee/penalty will be charged in the amount of 10% of the past due amount. If payment is not received within 60 days of initial invoice, the applicant will be immediately removed from the program and the Village will place a lien on the property for the past due invoice plus any applicable fees/penalties. The applicant will also be disallowed from future senior programs.

3. The applicant agrees to the following:

- The lawn must be free of all pet waste. The Village and/or their contractor reserves the right to not perform grass cutting services due to pet waste on the lawn. If the service is not performed in two consecutive weeks due to pet waste, the applicant will be terminated from the program.
 - The basic program does **not** include:
 - a. Fertilizing the grass.
 - b. Trimming the bushes, trees, or other plants.
 - c. Watering the grass, plants, bushes, trees, etc.
4. The applicant may withdraw from the program by providing the Department with written notice. Such notice shall include a specific withdrawal date which shall not be less than seven (7) days from the date the notice is received by the Village. The applicant shall pay the Village for any services rendered prior to the withdrawal date.
 5. The Village may terminate, suspend, or close the enrollment period for the program, at any time.
 6. The Village may limit the number of participants in the program to 100 residents. In such case, space in the program will be filled on a first come, first serve basis. Completed applications must be received by the Heritage Center.
 7. If there are any issues with service for a particular event, the Village requires the resident(s) to call the Village promptly after each grass cutting. This will alleviate any discrepancies between residents and contractors for billing purposes.
 8. The applicant hereby agrees to hold the Village, its officers, officials, employees, contractors, and agents harmless for any damage or loss to the property, which arises directly or indirectly from the Village's grass cutting program.

TYPE:Resolution**SUBMITTED BY:**Sean Flynn**DEPARTMENT:**Recreation**DATE:**March 18, 2025**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Contract with Tomas Herrera Landscaping for the 2025 Senior/Disabled Grass Cutting Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

March 18, 2025

BACKGROUND:

The Village of Bensenville established a Senior/Disabled Grass Cutting Program in 2018 and will continue the 2025 Program with minor changes.

KEY ISSUES:

The program has been a great success and received a lot of positive feedback. Tomas Herrera Landscaping is one of the contractors who will perform the service. The contract includes the terms and expectations set forth by the Program.

ALTERNATIVES:

Discretion of the Committee of the Whole.

RECOMMENDATION:

Staff Recommends Approval of the Resolution Authorizing the Execution of a Contract with Tomas Herrera Landscaping for the 2025 Senior/Disabled Grass Cutting Program.

BUDGET IMPACT:

The program is subsidized by the Village as a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of services performed for the season.

ACTION REQUIRED:

Approve a Resolution Authorizing the Execution of a Contract with Tomas Herrera Landscaping for the 2024 Senior/Disabled Grass Cutting Program.

ATTACHMENTS:**Description****Upload Date****Type**

Resolution

3/11/2025

Resolution Letter

Agreement

3/11/2025

Exhibit

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH TOMAS HERRERA
LANDSCAPING FOR THE 2025 SENIOR / DISABLED GRASS CUTTING
PROGRAM**

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

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

WHEREAS the Village of Bensenville established a Senior / Disabled Grass Cutting Program in 2018, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the grass cutting services, and

WHEREAS Tomas Herrera Landscaping has submitted a contract to provide the necessary services for the Village of Bensenville Senior / Disabled Grass Cutting Program.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with Tomas Herrera Landscaping for grass cutting services as part of the 2024 Senior / Disabled Grass Cutting Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 25, 2025

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and Tomas Herrera Landscaping, located 348 Belle Drive, Northlake IL 60164 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

W I T N E S S E T H

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

- A. The Village is a duly organized and an existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and
- B. The Contractor is in the business of providing grass cutting services; and
- C. The Village requires grass cutting services as part of its 2025 Grass Cutting Program for Senior and Disabled Residents of the Village (the "*Program*"); and
- D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. SCOPE OF SERVICES

- A. The Contractor shall provide and perform grass cutting services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended by the Village with a five (5) day notice from the Village.

B. The "Services" shall include:

1. Spring cleanup (This will include a standard spring cleanup of leaves, twigs, branches, debris, etc. that has accumulated on the property over the winter months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done during the first visit of the spring and included in the weekly cost.)
2. Cutting of grass (This will include standard lawn mowing of the property, regardless of size. The contractor shall utilize grass clipping collecting mowers and haul off all debris. This service is included in the weekly cost.)
3. Edging of hardscape (This will include edging/weed whipping along any hardscape including but not limited to sidewalk, driveway, patio, etc. This does not include edging of landscaping beds, tree mulch rings, or other soft scape features. This service is included in the weekly cost.)
4. Fall cleanup (This service will include a standard fall cleanup of leaves, twigs, branches, etc. that have accumulated on the property over the summer/fall months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done after grass cutting is complete and scheduled with the Public Works Department. It is anticipated that this work will be completed during the first two weeks of November. Fall cleanup will be billed as an additional service at the standard rate.)

C. The Services shall be provided on a weekly basis starting the week of April 21, 2025 and continuing through November 16, 2025. The Village may, at its direction, extend the length between services or modify the end date, as necessary.

D. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Services the amount of Thirty and no/100 Dollars (\$30.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Options provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service Option.

The Village shall have fifteen (15) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in

writing to the Contractor and made within fifteen (15) days from receipt of the invoice. The Contractor shall have fifteen (15) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Village is subject to the Prompt Payment Act. All payments shall be made within thirty (30) days from receipt of invoice, barring any aforementioned discrepancies.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION.

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time, to maintain said insurance coverage or to maintain such under-insurance coverage, shall not relieve the Contractor of any and all indemnifications, representations, warranties, and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives, and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives, and employees shall cooperate

in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. The venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of DuPage County, Illinois, and the Parties expressly agree to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of the said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warrant. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees, and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD-PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by the United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Bensenville
12 S Center St.
Bensenville, Illinois 60106
Attn: Kim Bush/Sean Flynn

If to Contractor: Tomas Herrera Landscaping
348 Belle Drive
Northlake, IL 60164
Attn: Tomas Herrera

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an

educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers, and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. The contractor, its employees, and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of November 2025.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

EXECUTED this _____ day of _____, 2025.

Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation.

By: _____
Village President

Attest:

Village Clerk

EXECUTED this 08 day of March 2025.

Contractor,

By: Tomás Herrera Landscaping

Its: owner

By: Tomás Herrera

Its: owner

TYPE:Resolution**SUBMITTED BY:**Sean Flynn**DEPARTMENT:**Recreation**DATE:**March 18, 2025**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the 2025 Senior/Disabled Grass Cutting Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

March 18, 2025

BACKGROUND:

The Village of Bensenville established a Senior/Disabled Grass Cutting Program in 2018 and will continue the 2025 Program with minor changes.

KEY ISSUES:

The program has been a great success and received a lot of positive feedback. Panoramic Landscaping is one of the contractors who will perform the service. The contract includes the terms and expectations set forth by the Program.

ALTERNATIVES:

Discretion of the Committee of the Whole.

RECOMMENDATION:

Staff Recommends Approval of the Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the 2025 Senior/Disabled Grass Cutting Program.

BUDGET IMPACT:

The program is subsidized by the Village as a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of services performed for the season.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with Panoramic Landscaping for the 2024 Senior/Disabled Grass Cutting Program.

ATTACHMENTS:**Description****Upload Date****Type**

Resolution

3/11/2025

Resolution Letter

Agreement

3/11/2025

Exhibit

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH PANORAMIC
LANDSCAPING FOR THE 2025 SENIOR / DISABLED GRASS CUTTING
PROGRAM**

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

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

WHEREAS the Village of Bensenville established a Senior / Disabled Grass Cutting Program in 2018, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the grass cutting services, and

WHEREAS Panoramic Landscaping has submitted a contract to provide the necessary services for the Village of Bensenville Senior / Disabled Grass Cutting Program.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with Panoramic Landscaping for grass cutting services as part of the 2024 Senior / Disabled Grass Cutting Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 25, 2025

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and Panoramic Landscaping, located 465 Prater Avenue, Northlake, IL 60164 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and an existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing grass cutting services; and

C. The Village requires grass cutting services as part of its 2025 Grass Cutting Program for Senior and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. SCOPE OF SERVICES

A. The Contractor shall provide and perform grass cutting services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended by the Village with a five (5) day notice from the Village.

B. The "Services" shall include:

1. Spring cleanup (This will include a standard spring cleanup of leaves, twigs, branches, debris, etc. that has accumulated on the property over the winter months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done during the first visit of the spring and included in the weekly cost.)
2. Cutting of grass (This will include standard lawn mowing of the property, regardless of size. The contractor shall utilize grass clipping collecting mowers and haul off all debris. This service is included in the weekly cost.)
3. Edging of hardscape (This will include edging/weed whipping along any hardscape including but not limited to sidewalk, driveway, patio, etc. This does not include edging of landscaping beds, tree mulch rings, or other soft scape features. This service is included in the weekly cost.)
4. Fall cleanup (This service will include a standard fall cleanup of leaves, twigs, branches, etc. that have accumulated on the property over the summer/fall months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done after grass cutting is complete and scheduled with the Public Works Department. It is anticipated that this work will be completed during the first two weeks of November. Fall cleanup will be billed as an additional service at the standard rate.)

C. The Services shall be provided on a weekly basis starting the week of April 21, 2025 and continuing through November 16, 2024. The Village may, at its direction, extend the length between services or modify the end date, as necessary.

D. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Services the amount of Thirty and no/100 Dollars (\$30.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Options provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service Option.

The Village shall have fifteen (15) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in

writing to the Contractor and made within fifteen (15) days from receipt of the invoice. The Contractor shall have fifteen (15) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Village is subject to the Prompt Payment Act. All payments shall be made within thirty (30) days from receipt of invoice, barring any aforementioned discrepancies.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION.

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time, to maintain said insurance coverage or to maintain such under-insurance coverage, shall not relieve the Contractor of all indemnifications, representations, warranties, and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives, and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives, and employees shall cooperate

in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. The venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of DuPage County, Illinois, and the Parties expressly agrees to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of the said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warrant. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees, and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD-PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by the United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Bensenville
12 S Center
Bensenville, Illinois 60106
Attn: Kim Bush/Sean Flynn

If to Contractor: Panoramic Landscaping
465 Prater Avenue
Northlake, IL 60164
Attn: Luisa Gomez

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an

educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers, and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. The contractor, its employees, and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of November 2025.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

EXECUTED this _____ day of _____, 2025.

Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation.

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2025.

Contractor,

By: PANORAMIC LANDSCAPING LLC

Its: JUAN A. GOMEZ

By: 

Its: PANORAMIC LANDSCAPING LLC.

TYPE:Resolution**SUBMITTED BY:**Sean Flynn**DEPARTMENT:**Recreation**DATE:**March 18, 2025**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Ground Corp. for the 2025 Senior/Disabled Grass Cutting Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

March 18, 2025

BACKGROUND:

The Village of Bensenville established a Senior/Disabled Grass Cutting Program in 2018 and will continue the 2025 Program with minor changes.

KEY ISSUES:

The program has been a great success and received a lot of positive feedback. L.A.R. Lawn & Ground Corp. is one of the Contractors who will perform the service. The contract includes the terms and expectations set forth by the Program.

ALTERNATIVES:

Discretion of the Committee of the Whole

RECOMMENDATION:

Staff Recommends Approval of the Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Ground Corp. for the 2025 Senior/Disabled Grass Cutting Program.

BUDGET IMPACT:

The program is subsidized by the Village as a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of services performed for the season.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with L.A.R. Lawn & Ground Corp. for the 2025 Senior/Disabled Grass Cutting Program.

ATTACHMENTS:**Description****Upload Date****Type**

Resolution

3/11/2025

Resolution Letter

Agreement

3/11/2025

Exhibit

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH L.A.R. LAWN &
GROUND CORP. FOR THE 2025 SENIOR / DISABLED GRASS CUTTING
PROGRAM**

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

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

WHEREAS the Village of Bensenville established a Senior / Disabled Grass Cutting Program in 2018, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the grass cutting services, and

WHEREAS L.A.R. Lawn & Ground Corp. has submitted a contract to provide the necessary services for the Village of Bensenville Senior / Disabled Grass Cutting Program.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with L.A.R. Lawn & Ground Corp. for grass cutting services as part of the 2024 Senior / Disabled Grass Cutting Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 25, 2025

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and L.A.R. Landscaping & Grounds Corp., located 221 N. Addison Road, Wood Dale, IL 60191 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

W I T N E S S E T H

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and an existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

B. The Contractor is in the business of providing grass cutting services; and

C. The Village requires grass cutting services as part of its 2025 Grass Cutting Program for Senior and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. SCOPE OF SERVICES

A. The Contractor shall provide and perform grass cutting services and such related tasks as part of the Program (the "*Services*"). The Services shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Services may be amended by the Village with a five (5) day notice from the Village.

B. The “Services” shall include:

1. Spring cleanup (This will include a standard spring cleanup of leaves, twigs, branches, debris, etc. that has accumulated on the property over the winter months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done during the first visit of the spring and included in the weekly cost.)
2. Cutting of grass (This will include standard lawn mowing of the property, regardless of size. The contractor shall utilize grass clipping collecting mowers and haul off all debris. This service is included in the weekly cost.)
3. Edging of hardscape (This will include edging/weed whipping along any hardscape including but not limited to sidewalk, driveway, patio, etc. This does not include edging of landscaping beds, tree mulch rings, or other soft scape features. This service is included in the weekly cost.)
4. Fall cleanup (This service will include a standard fall cleanup of leaves, twigs, branches, etc. that have accumulated on the property over the summer/fall months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done after grass cutting is complete and scheduled with the Public Works Department. It is anticipated that this work will be completed during the first two weeks of November. Fall cleanup will be billed as an additional service at the standard rate.)

C. The Services shall be provided on a weekly basis starting the week of April 21, 2025 and continue through November 16, 2025. The Village may, at its direction, extend the length between services or modify the end date, as necessary.

D. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Services the amount of Thirty and no/100 Dollars (\$30.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating all Service Options provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service Option.

The Village shall have fifteen (15) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in

writing to the Contractor and made within fifteen (15) days from receipt of the invoice. The Contractor shall have fifteen (15) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Village is subject to the Prompt Payment Act. All payments shall be made within thirty (30) days from receipt of invoice, barring any aforementioned discrepancies.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Services for any other services, cost, fee or expense that is direct or indirectly incurred or expended by the Contractor in the performance of the Services, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Services, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time, to maintain said insurance coverage or to maintain such under insurance coverage, shall not relieve the Contractor of any and all indemnifications, representations, warranties, and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives, and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officer, officials, agents, attorneys, representatives, and employees shall cooperate

in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. The venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of DuPage County, Illinois, and the Parties expressly agrees to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of the said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warrant. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees, and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD-PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by the United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Bensenville
12 S Center. St
Bensenville, Illinois 60106
Attn: Kim Bush/Sean Flynn

If to Contractor: L.A.R. Landscaping & Grounds Corp.
221 N. Addison Road
Wood Dale, IL. 60191
Attn: Luis Reyes

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an

educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers, and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. The contractor, its employees, and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of November 2025.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

EXECUTED this _____ day of _____, 2025.

Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation.

By: _____
Village President

Attest:

Village Clerk

EXECUTED this 27 day of Feb 2025.

Contractor,

By: 

Its: L.A.P. Lawn & Grounds

By: _____

Its: _____

TYPE:Resolution**SUBMITTED BY:**Sean Flynn**DEPARTMENT:**Recreation**DATE:**March 18, 2025**DESCRIPTION:**

Consideration of a Resolution Authorizing the Execution of a Contract with KSK Landscaping & Handyman Corp. for the 2024 Senior/Disabled Grass Cutting Program

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION:

Committee of the Whole

DATE:

March 18, 2025

BACKGROUND:

The Village of Bensenville established a Senior/Disabled Grass Cutting Program in 2018 and will continue the 2025 Program with minor changes.

KEY ISSUES:

The program has been a great success and received a lot of positive feedback. KSK Landscape & Handyman Corp. is one of the contractors who will perform the service. The contract includes the terms and expectations set forth by the Program.

ALTERNATIVES:

Discretion of the Committee of the Whole.

RECOMMENDATION:

Staff Recommends Approval of the Resolution Authorizing the Execution of a Contract with KSK Landscaping & Handyman Corp. for the 2025 Senior/Disabled Grass Cutting Program.

BUDGET IMPACT:

The program is subsidized by the Village as a 50/50 cost share. The impact on the budget will depend on the number of accounts and number of services performed for the season.

ACTION REQUIRED:

Approval of a Resolution Authorizing the Execution of a Contract with KSK Landscaping & Handyman Corp. for the 2024 Senior/Disabled Grass Cutting Program.

ATTACHMENTS:**Description****Upload Date****Type**

Resolution

3/11/2025

Resolution Letter

Agreement

3/11/2025

Exhibit

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF A CONTRACT WITH KSK LANDSCAPING
& HANDYMAN CORP. FOR THE 2025 SENIOR / DISABLED GRASS CUTTING
PROGRAM**

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

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

WHEREAS the Village of Bensenville established a Senior / Disabled Grass Cutting Program in 2018, and

WHEREAS the Village of Bensenville intends to hire independent contractors to provide the grass cutting services, and

WHEREAS KSK Landscaping & Handyman Corp. has submitted a contract to provide the necessary services for the Village of Bensenville Senior / Disabled Grass Cutting Program.

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

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

SECTION TWO: The Village Board authorizes and approves the attached Resolution authorizing a contract with KSK Landscaping & Handyman Corp. for grass cutting services as part of the 2024 Senior / Disabled Grass Cutting Program.

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

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

SECTION FIVE: This Resolution is passed and approved by the President and Board of Trustees of the Village of Bensenville, Illinois, dated March 25, 2025

APPROVED:

Frank DeSimone, Village President

ATTEST:

Nancy Quinn, Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Bensenville, DuPage and Cook Counties, Illinois, an Illinois municipal corporation (the "*Village*") and KSK Landscaping & Handyman Corp., 738 Plentywood Lane, IL. 60106 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. The Village is a duly organized and an 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

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C. The Village requires grass cutting services as part of its 2025 Grass Cutting Program for Senior and Disabled Residents of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting services for the Program.

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SECTION 1. SCOPE OF SERVICES

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The Village shall have fifteen (15) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in

writing to the Contractor and made within fifteen (15) days from receipt of the invoice. The Contractor shall have fifteen (15) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. If no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

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B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives, and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Services, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officers, officials, agents, attorneys, representatives, and employees shall cooperate

in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right, after ten (10) days written notice to the Village.

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This Agreement shall be governed in all respects by the laws of the State of Illinois. The venue for all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of DuPage County, Illinois, and the Parties expressly agrees to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

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The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Services. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Services, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of the said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warrant. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgement for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees, and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board, or any other administrative agency pending, threatened, or affecting the Contractor which would impair its ability to perform the Services. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power, and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD-PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver, or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by the United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Bensenville
12 S Center St.
Bensenville, Illinois 60106
Attn: Kim Bush/Sean Flynn

If to Contractor: KSK Landscaping & Handyman Corp.
738 Plentywood Lane
Bensenville, IL. 60106
Attn: Rey Ramirez

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of

1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers, and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. The contractor, its employees, and representatives, shall always comply with all applicable laws, ordinances, statutes, rules and regulations, federal state, county and municipal, particularly those relating to wages, hours and working conditions, inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within thirty (30) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 30th day of November 2025.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Bensenville, DuPage and Cook Counties, Illinois.

EXECUTED this _____ day of _____, 2025.

Village of Bensenville, DuPage and Cook Counties, Illinois, a municipal corporation.

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2025.

Contractor,

By: Key M. [Signature]

Its: Owner

By: KSK Landskapen S Kadyman

Its: Owner