



VILLAGE OF BENSENVILLE

Village Board
President
Frank Soto

Trustees
Morris Bartlett
Robert "Bob" Jarecki
Martin O'Connell III
Oronzo Peconio
JoEllen Ridder
Henry Wesseler

Village Manager
Michael Cassady

Village of Bensenville, Illinois BOARD OF TRUSTEES MEETING AGENDA

6:30 P.M. Tuesday, February 28, 2012

Bensenville Village Hall, 12 S. Center Street, Bensenville IL 60106

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

Resolution Adopting a Policy for Conduct of Meetings of the Board of Trustees of the Village of Bensenville Via Electronic Means

III. ROLL CALL

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

V. APPROVAL OF MINUTES

February 14, 2012 Board of Trustees

VI. WARRANT – February 28, 2012 #12/ 04 \$1,570,453.40

VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**

1. *Ordinance Approving a Conditional Use Permit for Motor Vehicle Repair at 211 Beeline Drive, Unit 11, Bensenville, Illinois*
2. *Ordinance Allowing for Two Variances for Accessory Structures and One Variance for Parking Lot Design at 1033 Bryn Mawr, Bensenville, Illinois*
3. *Ordinance Approving a Conditional Use Permit for Motor vehicle Repair at 17 Gateway Road, Bensenville, Illinois*
4. *Ordinances Approving the Grant of a Conditional Use Permit for Outdoor Storage for the Parking of Trucks and Trailers and Variance to Screening Requirements at 123 Sivert Court, Bensenville, Illinois*
5. *Ordinance Amending the Bensenville Village Code Title 3 – Chapter 3 – Liquor Regulations, Class E-2 Licenses from 1 to 2 (Retail Sale of Beer and Wine for Consumption On Premises Where Food is Offered)*
6. *Motion to Approve a Conditional Certificate of Registration to Allow Angelica Maria Arroyo of IGS Energy to Solicit in Bensenville for an Additional 90 Days in 2012*

7. *Resolution Authorizing the Execution of an Engineering Services Agreement with Engineering Enterprises, Inc. for the Volk Brothers Phase II CDBG Project in the Amount of \$85,047.*
8. *Resolution Authorizing the Execution of an Engineering Services Agreement with Baxter & Woodman, Inc. for the Green Street and York Road Water Main Replacement and Green Street LAPP Projects in the Amount of \$78,000.*
9. *Resolution Authorizing the Execution of a Contract Amendment #1 with Baxter & Woodman, Inc. for the Illinois 19 (Irving Park Road) and York Road Water Main Replacement and Lighting Improvements Project in the Amount of \$20,600.*
10. *Resolution Authorizing the Execution of a Construction Engineering Services Agreement with ESI Consultants, Ltd. for Federal Participation with the Illinois Department of Transportation for Grant Funding Associated with the Jefferson Street Sidewalk CMAQ Project*
11. *Resolution for Change Order Number Three with the Joint Venture of A-Lamp Concrete Contractors / John Neri Construction Company for \$130,964 for the Northern Business District Reconstruction Project*
12. *Resolution to Obtain Permits to Perform Work on State Highways*
13. *Resolution to Authorize the Village Manager to Execute a Purchase Order with the Bensenville Lions Club/Recover Rick Account for a Custom Replica Train and Farmhouse along with Trailers in the Amount Not to Exceed \$6,000.00*
14. *Resolution Authorizing the Execution of an Agreement and Purchase Order with Diversified Audio Group, Inc. for Sound and Lighting Services at Music in the Park 2012 for \$17,875.00*
15. *Resolution Authorizing the Execution of an Agreement and Purchase Order with American Mobile Staging at Music in the Park 2012 for \$16,225.00*
16. *Resolution Authorizing the Execution of an Agreement and Purchase Order with Entertainment Management Group for the Music in the Park Series 2012 \$30,100.00*
17. *Resolution Authorizing the Execution of an Agreement and Purchase Order with Melrose Pyrotechnics for the Libertyfest Fireworks Display for \$25,000.00*
18. *Resolution Authorizing the Execution of an Agreement and Purchase Order with American Mobile Staging for Staging, Sound, and Lighting Services for Libertyfest 2012 for \$12,860.00*
19. *Resolution Authorizing an Agreement of Service to the Bensenville Chamber of Commerce for Services Relating to the 4th of July Parade for \$10,000.00*
20. *Resolution Authorizing a Contract with Wendy Nussbaum, LCPC – Bensenville Teen Center for \$80,000.00*

21. *Ordinance Approving an Intergovernmental Agreement Between the Village of Bensenville and the Northern Illinois Police Alarm System Mutual Aid and Assistance and Training Concerning Special Operations Unit*

VIII. REPORTS OF STANDING COMMITTEES

- A. Community and Economic Development Committee
 - 1. *Ordinance Approving a Conditional Use Permit for an Electronic Message Center at 801 North Route 83, Bensenville, Illinois (Perk's)*
- B. Infrastructure and Environment Committee – No Report
- C. Administration, Finance and Legislation Committee – No Report
- D. Public Safety Committee
 - 1. *Ordinance Amending the Bensenville Village Code Title 3 – Chapter 3 – Liquor Regulations, Class B Licenses from 5 to 7 (Retail Sale of Liquor for Consumption Off Premises) and Class F Licenses from 6 to 5 (Retail Sale of Beer and Wine for Consumption Off Premises)*
- E. Recreation and Community Building Committee – No Report
- F. Technology Committee – No Report

IX. INFORMATION ITEMS

- A. PRESIDENT'S REMARKS
- B. VILLAGE MANAGER'S REPORT
 - 1. *Resolution to Authorize Payment to Patten Industries, Inc. of Chicago, IL for Necessary Repairs to Vehicle #728 (Vacuum Sweeper) in the Amount of \$12,248.55*
 - 2. *Ordinance of the Village of Bensenville Ascertaining the Prevailing Rate of Wages for Laborers, Mechanics and Other Workers Employed in Public Works for the Village of Bensenville*
- C. VILLAGE ATTORNEY'S REPORT

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

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

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

TYPE: Resolution **SUBMITTED BY:** Dan Di Santo **DATE:** 02/28/12

DESCRIPTION: Resolution adopting a Policy for Conduct of Meetings of the Board of Trustees of the Village of Bensenville via Electronic Means.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input type="checkbox"/>	<i>Financially Sound Village</i>	<input 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>
	<i>Safe and Beautiful Village</i>	<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION: Due to time constraints, this item is forwarded directly to the Village Board without review by the AF&L Committee

DATE: N/A

BACKGROUND:

According to the Illinois Open Meetings Act, when a quorum of Board members is physically present at a meeting, the majority of those present may allow a member to attend the meeting via video or audio conference. Allowable reasons for participation via telephone or electronic means are personal illness or disability, employment purposes or the business of the Board, or a family or other emergency.

A Board can allow such participation only if a policy for remote participation has already been adopted by the body.

KEY ISSUES:

Trustee Ridder is out of town during February 28, 2012 Village Board Meeting and has requested to participate via telephone. In order to accommodate this request, the Village Board must first adopt a policy for remote participation and then a majority of the members present at the meeting must vote to allow Trustee Ridder to participate. As such, this Resolution would adopt a *Policy for Conduct of Meetings of the Board of Trustees of the Village of Bensenville via Electronic Means*, which outlines the specific rules and procedures for doing so in Exhibit A. If the Board is inclined to adopt the policy, immediately thereafter they may permit Trustee Ridder to participate in the remainder of the meeting.

Due to the time constraint associated with this request, this item is brought before the Village Board directly without being heard at the Administration, Legislative and Financial Committee.

ALTERNATIVES:

- Approve the Resolution
- Deny the Resolution
- Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the Resolution.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Resolution adopting a Policy for Conduct of Meetings of the Board of Trustees of the Village of Bensenville via Electronic Means.

Resolution No. 2012-__

**A RESOLUTION ADOPTING A
POLICY FOR CONDUCT OF MEETINGS OF THE BOARD OF TRUSTEES OF THE
VILLAGE OF BENSENVILLE VIA ELECTRONIC MEANS**

WHEREAS, the Board of Trustees of the Village of Bensenville (hereinafter referred to as the "VILLAGE") deems it reasonable and necessary to meet on a regular basis in order to govern the affairs of the VILLAGE; and

WHEREAS, individual Trustees, or the Mayor, are periodically unavailable to attend and participate in meetings of the Board of Trustees in person due to other Village business or a business or personal scheduling conflict; and

WHEREAS, the VILLAGE desires to adopt a policy to allow Trustees, or the Mayor, to attend meetings by telephone or other electronic means; and

WHEREAS, in order to comply with the Illinois Open Meetings Act, 5 ILCS 140/1, *et seq.*, as amended, to protect the integrity of the meeting and to prevent prejudice to the VILLAGE or the general public, the VILLAGE has determined to adopt a policy that will govern the conduct of meetings of the Board of Trustees whereby individual Trustees or the Mayor may participate through use of an electronic medium.

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

1. The recitals set forth above are incorporated herein and made a part hereof.

2. The Board of Trustees hereby adopts a policy entitled, "*Policy for Conduct of Meetings of the Board of Trustees of the Village of Bensenville via Electronic Means*" (hereinafter referred to as the "Policy"), a copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

3. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, expressly repealed.

4. This Resolution shall be in full force and effect from and after its passage and publication in pamphlet form as provided for by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, IL, on this 28th day of February, 2012.

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Deputy Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

**POLICY FOR CONDUCT OF MEETINGS OF THE BOARD OF
TRUSTEES OF THE VILLAGE OF BENSENVILLE
VIA ELECTRONIC MEANS**

I. PRE-MEETING REQUIREMENTS

- a. Public notice of the meeting and agenda must be given in accordance with the Illinois Open Meetings Act, as amended.
- b. Any Trustee, or the Mayor, who is unable to attend any regular or special meeting of the VILLAGE shall notify the Village Manager, or his designee, two (2) days in advance of the meeting to allow adequate time for the Staff to prepare for electronic participation in the meeting, unless such notice is not possible, then notice shall be given as soon as practicable.
- c. Participation shall be by telephone or other audio or audio-visual electronic device that is compatible with the Village's telephone system or other transmission-receiving device used by the Village for the electronic participation. It shall be the responsibility of the non-present Trustee or Mayor to verify with the Village Manager, or his designee, which system the Village will be using. Participation by e-mail, texting, or other non-audio means is prohibited. It shall be solely the responsibility of the non-present Trustee or the Mayor, if he is going to be absent, to ascertain that electronic means he or she has selected for participation is compatible and workable with the Village's telephone system or other transmission-receiving device.

- d. The non-present Trustee or Mayor must provide a direct-line telephone number where he or she can be reached or other direct connection to the device through which he or she is participating, and must be available at such telephone or other device when contacted prior to the start of the Meeting.
- e. Said telephone or other device of the non-present Trustee or Mayor must provide a clear connection, and be in a location with relatively no background noise.
- f. If the non-present Trustee or Mayor is participating by a device that must be accessed by means other than the dialing of ten (10) digit telephone number on a standard telephone key-pad, the Village Manager, or his designee must be provided with a complete and specific written instructions for establishing the connection with the notice of his or her desire to attend the meeting electronically.
- g. The non-present Trustee or Mayor must have been provided, prior to the meeting, a copy of any documents to be considered, or alternatively, such documents shall be read verbatim or otherwise conveyed during the meeting.

II. MEETING REQUIREMENTS

- a. The Presiding Officer of the meeting must be physically present at the meeting.
- b. The Presiding Officer of the meeting must announce, prior to the roll call being taken, that one or more Trustee or the Mayor is participating by

speakerphone or other electronic means, and make or attempt to make electronic connection with that individual.

- c. The Presiding Officer, or a designee, shall be obligated to attempt to make a connection with the non-present Trustee or Mayor only once. Further attempts to do so and/or delaying the commencement or other proceedings of a meeting while attempting to make connection shall be in the absolute discretion of the Presiding Officer. The commencement of a meeting or other proceeding shall not be unreasonably delayed because of an attempt to make a connection with the non-present Trustee or Mayor.
- d. The non-present Trustee or Mayor must answer the roll call if connected at such time, and then or at the time first connected state that he or she is unable to attend the meeting in person, and that he or she is willing and able to participate by telephone or other electronic means. If the non-present Trustee or Mayor is connected after the calling of roll, his or her presence electronically and the time of the connection was established shall be noted in the minutes.
- e. The non-present Trustee or Mayor must be able to hear at all times all comments made by other Trustees, as well as comments from the audience, if public comments are expected.
- f. All Trustee and Mayor, and the members of the general public in attendance at the meeting, must be able to hear at all times the comments of the non-present Trustees or Mayor.

g. If at any time the non-present Trustee or Mayor is unable to hear comments by the Trustees and the general public or the Trustees or the general public in attendance are not able to hear the non-present Trustee or Mayor, or the Presiding Officer determines, in his or her absolute discretion, that the participation of the non-present Trustee or Mayor has become disruptive to conduct of the meeting because of technical a problem, and such inaudibility or technical problem cannot be corrected, the Presiding Officer shall order the non-present Trustee or Mayor to be disconnected. The time and the reason for such disconnection shall be noted in the minutes.

III. CONDUCT OF MEETINGS

All meetings of the VILLAGE which are held pursuant to this Policy shall be governed in the same manner as meetings of the Board of Trustees where all Trustees are present, except in the following respects:

- a. All votes shall be taken by roll call.
- b. Minutes of the meeting shall be taken by a person who is physically present at the meeting.

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

MINUTES OF THE VILLAGE BOARD OF TRUSTEES MEETING
February 14, 2012

CALL TO ORDER: 1. President Soto called the meeting to order at 6:40 p.m.

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

Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler

Absent: None

A quorum was present.

President Soto requested to move the Presidential Remarks to the beginning of the meeting. There were no objections from the Village Board.

**PRESIDENT'S
REMARKS:** President Soto read a proclamation into the record in recognition of Richard Cuvala

Trustee Wesseler invited all to attend a benefit dinner being held in memory of Richard Cuvala on Friday, February 17, 2012 at Bella Vista in Bensenville starting at 5:00 p.m.

PUBLIC COMMENT: There was no public comment.

**APPROVAL OF
MINUTES:** 3. The January 24, 2012 minutes were presented.

Motion: Trustee O'Connell made a motion to approve the minutes as presented. Trustee Jarecki seconded the motion.

All were in favor. Motion carried.

WARRANT NO.

12/03: 4. President Soto presented **Warrant No. 12/03** in the amount of \$858,437.22.

Motion: Trustee Wesseler made a motion to approve the warrant as presented. Trustee O'Connell seconded the motion.

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

Motion: 5. Trustee Peconio made a motion to set the Consent Agenda as presented. Trustee Jarecki seconded the motion.

All were in favor. Motion carried.

**Resolution No
R-8-2011:**

Resolution Appointing Freedom of Information Act Officer in Accordance with Public Act 96-0542. (Consent Agenda)

Motion: Trustee Peconio made a motion to approve the Consent Agenda as presented. Trustee Jarecki seconded the motion.

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

**Ordinance No
4-2012:**

6. President Soto gave the summarization of the action contemplated in **Ordinance No. 4-2012** entitled **An Ordinance Amending the Sign Code to Allow for Electronic Message Signs as a Conditional Use in the Village.**

Motion: Trustee Bartlett made a motion to adopt the ordinance as presented. Trustee Wesseler seconded the motion.

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

**Ordinance No
5-2012:**

7. President Soto gave the summarization of the action contemplated in **Ordinance No.5-2012 entitled An Ordinance Approving an Amendment to an Existing Conditional Use Permit for an Accessory Structure (Ordinance No. 30-2012) at 600 N. Thomas Drive, Bensenville, Illinois.**

Motion: Trustee Peconio made a motion to adopt the ordinance as presented. Trustee Ridder seconded the motion.

ROLL CALL: AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

**MANAGERS
REPORT:**

Village Manager, Michael Cassady, had no report.

**VILLAGE ATTORNEY'S
REPORT:**

Village Attorney, Pat Bond, had no report.

**UNFINISHED
BUSINESS:**

There was no unfinished business.

NEW BUSINESS:

There was no new business.

**EXECUTIVE
SESSION:**

Village Attorney, Pat Bond, called for an Executive Session for the purpose of discussing pending, probable, or imminent litigation, acquisition of real estate property, personnel, and collective negotiating matters. No action will take place as a result of the discussions.

Minutes of the Village Board Meeting
February 14, 2012 Page 4

ADJOURNMENT: Trustee Wesseler made a motion to adjourn the meeting and go into executive session. Trustee O'Connell seconded the motion

All were in favor.

Motion carried.

President Soto adjourned the meeting at 7:00 p.m.

Corey Williamsen
Acting Village Clerk

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville this ____ day, February, 2012

TYPE: Ordinance

SUBMITTED BY: S. Viger

DATE: 02.22.12

DESCRIPTION:

Pass the Ordinance approving a Conditional Use Permit for Tom's Mobile Truck repair to allow Motor Vehicle Repair (Major & Minor) in an existing building located at. 211 Beeline Drive Unit #11.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	Financially Sound Village
<input type="checkbox"/>	Quality Customer Oriented Services
<input type="checkbox"/>	Safe and Beautiful Village

<input checked="" type="checkbox"/>	Enrich the lives of Residents
<input type="checkbox"/>	Major Business/Corporate Center
<input type="checkbox"/>	Vibrant Major Corridors

COMMITTEE ACTION: CEDC – unanimously approved (7-0)

DATE: 02.21.12

BACKGROUND Tom's Mobile Truck Repair is seeking to operate a motor vehicle (truck) repair facility in the I - 2 Light Industrial District. Staff has determined that the use is an "existing non-conforming" use and this Conditional Use Permit would eliminate the non- conformity. The "complex" has a multiplicity of owners and due in part to lack of overall control has suffered in the past from erratic maintenance and extraordinary and unregulated "Outdoor Storage" of vehicles, boats and trailers.

KEY ISSUES:

To approve a Conditional Use Permit the Village shall find that the "Approval Criteria" found in the Zoning Ordinance are met. The Criteria include traffic, environmental nuisance, neighborhood character, use of public services and facilities, public necessity as well as other factors relating to the harmony of the use with other elements of compatibility. The staff believes the proposed use meets the criteria as the use will be fully enclosed in the building, as a smaller user, it will not significantly increase local traffic, the use will not create extraordinary public service demands and it is in keeping with the types of businesses in the immediate area.

ALTERNATIVES:

1. Committee discretion.
2. Deny the Conditional Use Permit request.
3. Remand the request back to the Community Development Commission.

RECOMMENDATION:

Staff respectfully recommends approval of the requested Conditional Use Permit with the following conditions:

1. The Conditional Use is for Tom's Mobile Truck Repair only and is not transferable.
2. There shall be no work performed on vehicles out of doors, all work to be conducted within the fully enclosed building.
3. The owner and applicant shall work with the Village staff to create a functioning property owners/business association to ensure the maintenance, upkeep and harmony of the property and businesses.
4. There shall be no outdoor trash corral. All trash to be kept inside the building.
5. There shall be no Outdoor Storage.
6. The property owner and applicant will work with the Village in garnering support for the establishment of a mechanism that provides unified control of the overall property to ensure the proper property maintenance and zoning compliance for the 211 Beeline "complex".
7. Staff will report back to the Village Board in six months on the applicant's adherence to the conditions and the overall property's progress in establishing common maintenance and upkeep.

At the 02.13.12 Public Hearing there were no members of the public present and the Community Development Commission voted (6 - 0) to recommend approval of the Conditional Use Permit with the conditions requested by the Village staff as enumerated above.

On 02.21.12 the CEDC voted unanimously to approve the Conditional Use Permit with the conditions recommended by the CDC and also adding the 7th condition requiring staff to present a progress report in six months.

BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of the requested Conditional Use Permit Ordinance with seven conditions.

CDC#2011-21

211 BEELINE DRIVE UNIT 11

N

Village of Bensenville

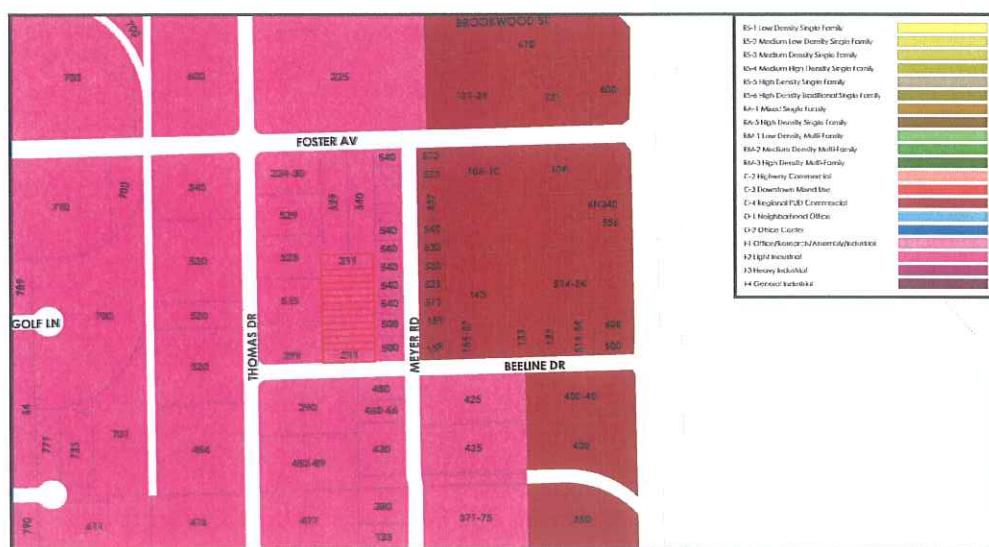
211 Beeline Dr.



N

Village of Bensenville

2011 Zoning Map



ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE GRANT OF A CONDITIONAL USE PERMIT
TO ALLOW MOTOR VEHICLE REPAIR (MAJOR & MINOR) AT
211 BEELINE DRIVE, UNIT #11, BENSENVILLE, ILLINOIS**

WHEREAS, Anthony Oddo (“Owner”) and Tom’s Mobile Truck Repair (“Applicant”), filed an application seeking a conditional use permit to allow the Applicant to conduct Motor Vehicle Repair (Major & Minor) in the I-2 Light Industrial District pursuant to Sections 10-3-4-C and 10-9B-3 of *The Village of Bensenville Zoning Ordinance* (“Zoning Ordinance”) at property commonly known as 211 Beeline Drive, Unit #11, Bensenville, as legally described in Exhibit “A,” attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being on file in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the conditional use permit sought by the Owner and Applicant was published in a newspaper of general circulation in the Village of Bensenville 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 February 13, 2012 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, made the findings of facts as set forth in Exhibit “B,” attached hereto and incorporated herein by reference; and

WHEREAS, upon said findings of facts, the Community Development Commission voted 6 – 0 to approve the application for conditional use permit to allow Motor Vehicle Repair (Major & Minor) at the Subject Property, subject to the conditions as recommended in the staff report; and

WHEREAS, the Community Development Commission forwarded its recommendation to approve the application to the Village Board’s Community and Economic Development Committee which concurred in the recommendation to approve the application; and

WHEREAS, the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on February 28, 2012; and

WHEREAS, the President and Board of Village Trustees considered the matter and determined, based on its consideration, that the permit should be granted, allowing the relief requested, finding that it is consistent with the Zoning Ordinance and the orderly and harmonious development of the Village.

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

SECTION ONE: That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

SECTION TWO: That the application for a conditional use permit to allow Tom's Mobile Truck Repair to conduct Motor Vehicle Repair (Major & Minor) at the Subject Property, in conjunction with its use of the Subject Property, is hereby granted subject to the following conditions: (1) the Conditional Use is for Tom's Mobile Truck Repair only and is not transferable, (2) there shall be no work performed on vehicles out of doors, all work to be conducted within the fully enclosed building, (3) the owner and applicant shall work with the Village staff to create a functioning property owners/business association to ensure the maintenance, upkeep and harmony of the property and businesses, (4) there shall be no outdoor trash corral. All trash to be kept inside the building, (5) there shall be no Outdoor Storage, (6) the property owner and applicant will work with the Village in garnering support for the establishment of a mechanism that provides unified control of the overall property to ensure the proper property maintenance and zoning compliance for the 211 Beeline "complex", and (7) Staff will report back to the Village Board in six months on the applicant's adherence to the conditions and the overall property's progress in establishing common maintenance and upkeep.

SECTION THREE: That 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, this 28th day of February, 2012.

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # _____

Exhibit "A"

211 Beeline Drive Unit #11

Legal Description

PARCEL 1:

THE NORTH 30.04 FEET OF THAT PART OF THE WEST 234.18 FEET OF LOT 3 LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE THEREOF, THROUGH A POINT 390.42 FEET NORTH OF THE SOUTHWEST CORNER THEREOF IN MOHAWK ACRES, A SUBDIVISION IN THE SOUTHEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED OCTOBER 17, 1934 AS DOCUMENT 350561, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED IN THE DECLARATION OF EASEMENTS MADE BY THE GLENVIEW STATE BANK, A BANKING CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 3, 1972 AND KNOWN AS TRUST NO. 830 AND RECORDED DECEMBER 5, 1972 AS DOCUMENT R72-74496, OVER, UNDER AND UPON THE FOLLOWING LEGALLY DESCRIBED PROPERTY: THE WEST 30.0 FEET AND THE EAST 30.0 FEET OF THE WEST 234.18 FEET OF LOT 3, EXCEPT THE NORTH 536.59 FEET THEREOF, AND EXCEPT THE SOUTH 33.0 FEET THEREOF IN MOHAWK ACRES, AS SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED OCTOBER 17, 1934 AS DOCUMENT 350561, IN DUPAGE COUNTY, ILLINOIS

ALSO:

THE SOUTH 20.0 FEET OF THE NORTH 536.59 FEET OF THE EAST 174.18 FEET OF THE WEST 204.18 FEET OF LOT 3, IN MOHAWK ACRES, AS SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED OCTOBER 17, 1934 AS DOCUMENT 350561 IN DUPAGE COUNTY, ILLINOIS

Commonly known as 211 Beeline Drive Unit "11" Bensenville, IL 60106

Ordinance # _____

Exhibit "B"

211 Beeline Drive Unit #11

Findings of Fact

Motion: Commissioner Rowe made a motion to approve the findings of facts for CDC Case 2011-21 consisting of:

- 1) Traffic:** As many of the repairs will be offsite there should not be a significant increase in traffic. Beeline Drive is scheduled to be improved when the Special Service Area 9 work is performed.
- 2) Environmental Nuisance:** The business plan calls for many repairs to be performed offsite, other repairs will be performed indoors. There should not be environmental nuisance uncharacteristic of other I-2 uses.
- 3) Neighborhood Character:** The property in question is zoned I-2 Light Industrial. The proposed uses should be in harmony with the businesses in the area.
- 4) Use of Public Service and Facilities:** No significant increase in the utilization of the public system is anticipated.
- 5) Public Necessity:** Staff believes that there is sufficient market demand for the proposed service.
- 6) Other Factors:** Tom's Mobile Truck Repair will be in harmony with the surrounding business and industrial uses.

Commissioner Weldon seconded the motion.

Roll Call: Ayes: Moruzzi, Janowiak, Pisano, Rowe, Ventura, Weldon

Nays: None

All were in favor. Motion carried.

TYPE: Ordinance

SUBMITTED BY: S. Viger

DATE: 02.22.12

DESCRIPTION: Pass the Ordinance approving a request from Sackett Systems for three variances; Accessory Structure setback, and height and driving aisle width reduction to allow the construction of a "mechanized parking structure" on their property located at 1033 Bryn Mawr Avenue in an existing I – 2 Light Industrial District.

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 checked="" type="checkbox"/>	Safe and Beautiful Village	<input checked="" type="checkbox"/>	Vibrant Major Corridors

COMMITTEE ACTION: CEDC – unanimously approved (7-0)

DATE: 02.21.12

BACKGROUND:

The applicant Sackett Systems, Inc. proposes to erect a "mechanized parking structure" along the western property line of their manufacturing site. The three level facility will house eight vehicles in the ground space of three. Sackett Systems sees the structure as a way to meet the parking demand for their growing business and as a demonstration/sales tool. Members of the CED staff and the Assistant Village Manager initially met with Sackett Systems in July 2011 to learn about the concept. After the meeting a summary was forwarded to the Village Board.

KEY ISSUES:

The staff believes the proposed "mechanized parking structure" satisfies the criteria in the Zoning Ordinance to approve the variances. The variances are to reduce the side yard setback from 3' to "zero" feet, to increase the allowable height of an accessory structure from 12' to 24' and to reduce the two way parking lot driving aisle width from 24' to approximately 20' 4 3/4".

ALTERNATIVES:

1. Committee discretion.
2. Deny the Conditional Use Permit request.
3. Remand the request back to the Community Development Commission.

RECOMMENDATION: Staff respectfully recommended approval of the requested Variances with several conditions:

1. The "mechanized parking structure" be wrapped in an aesthetically pleasing "skin". The aesthetics of the wrap to be reviewed and approved by staff.
2. The property be developed in substantial compliance with the site and schematic building plans submitted with this application for relief.

At the 02.13.12 Public Hearing the Community Development Commission voted (6 - 0) to recommend approval of the variances with the two conditions requested by staff.

On 02.21.12 the CEDC voted unanimously (7-0) to approve the variances and conditions recommended by the staff and CDC.

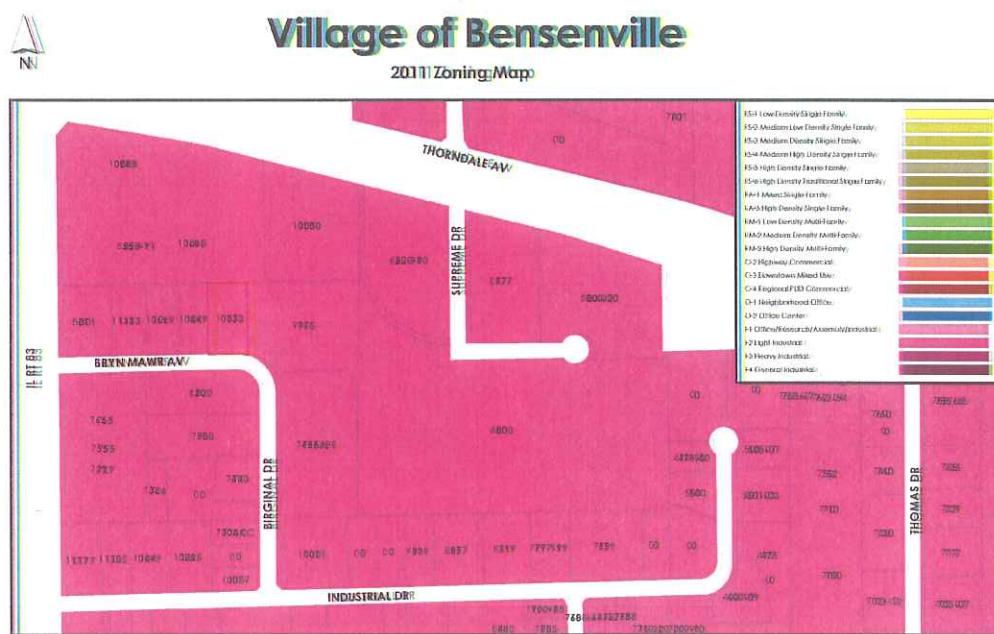
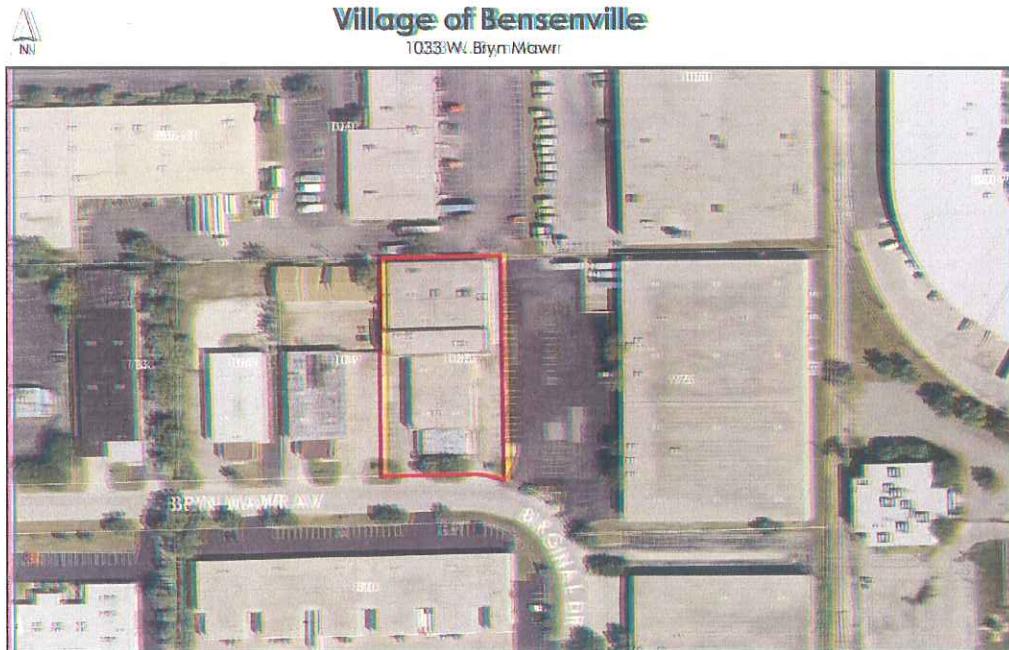
BUDGET IMPACT: N/A

ACTION REQUIRED: Motion to approve the attached Variance ordinance with the two conditions.

CDC#2011 – 22 1033 BRYN MAWR

SACKETT SYSTEMS

VARIANCES – ACCESSORY STRUCTURE SETBACK, HEIGHT AND DRIVING AISLE WIDTH



ORDINANCE # _____

**AN ORDINANCE GRANTING CERTAIN VARIANCES
TO ALLOW FOR CONSTRUCTION OF A MECHANIZED PARKING STRUCTURE
AT 1033 BRYN MAWR, BENSENVILLE, ILLINOIS**

WHEREAS, Leonard J. Maniscalco Trust 09E30 dated 9/18/2009 ("Owner") and Sackett Systems, Inc. ("Applicant"), filed an application seeking certain variances to install a three level mechanical parking structure in the I-2 Light Industrial District at the property located at 1033 Bryn Mawr, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being contained in the files for this property in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the requested variance was published in the Daily Herald on January 28, 2012, it being a newspaper of general circulation in the Village of Bensenville (the "Village"), 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 February 13, 2012, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, the Community Development Commission voted unanimously to approve the request for the variances, to reduce the required side yard set-back from three feet on the west interior side lot line to "zero" feet, to reduce the required driving aisle requirement from 24 feet to 20 feet-four inches, increase the height of an accessory structure allowed from 12 feet to 24 feet to allow construction of a mechanized parking facility on the Subject Property; and forwarded its recommendations, including the Staff Report and findings relative to the variation, to the Village Board's Community and Economic Development Committee, which concurred in the recommendation made therein, as are attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested variances, as applied for, is consistent with the *Bensenville Village Code*.

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

SECTION ONE: That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as I-2 Light Industrial, which zoning classification shall remain in effect subject to the variance granted herein.

SECTION THREE: That the Staff Report and Recommendation to approve the variances sought, as allowed by the pertinent sections of the *Bensenville Zoning Ordinance*, on the Subject Property is attached to the recommendations of the Community Development Commission in Exhibit "B" and was adopted by the Community Development Commission as its finding of facts, and said findings are adopted by the President and Board of Trustees, the Board of Trustees finding that said variance is proper and necessary.

SECTION FOUR: That, the variances sought by the Applicant to reduce the required side yard set-back from three feet on the west interior side lot line to "zero" feet, to reduce the required driving aisle requirement from 24 feet to 20 feet-four inches, increase the height of an accessory structure from the allowed twelve (12) feet to twenty-four (24) feet are hereby granted, subject to the following conditions: (1) the mechanized parking structure shall be wrapped in an aesthetically pleasing "skin," which shall require review and approval by the Village Staff, and (2) the property shall be developed in substantial conformance with the site and schematic building plans submitted with the application. therein.

SECTION FIVE: That all requirements of the Zoning Ordinance shall be applicable except as varied by the variance granted herein.

SECTION SIX: The terms and conditions set forth in this Ordinance are deemed to be a fundamental element of the relief granted herein, and are intended by the Village and the Applicant to run with the Applicant's use of the Subject Property only.

SECTION SEVEN: That 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 EIGHT: 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, this 28th day of February, 2012.

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # _____

Exhibit "A"

1033 Bryn Mawr Avenue

Legal Description

LOT 2 (EXCEPT THE WEST 204.72 FEET THEREOF), 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 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A 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

Commonly known as 1033 Bryn Mawr Avenue Bensenville, Illinois 60106

Ordinance # _____

Exhibit "B"

1033 Bryn Mawr Avenue

Staff Report, Findings of Fact & Recommendation



COMMUNITY DEVELOPMENT COMMISSION

STAFF REPORT

HEARING DATE: January 9, 2012
CASE #: 2011- 22
PROPERTY: 1033 Bryn Mawr
PROPERTY OWNER: Leonard J. Maniscalco Trust 09E30
APPLICANT: Sackett Systems Inc.
ACREAGE: 49,747 Square Feet (approx. 1.14 Acres)
PIN NUMBERS: 03 - 02 – 301 – 013
REQUEST: Variances to: reduce the side yard setback and increase the height for an accessory structure and to reduce the minimum width of a driving aisle..

SURROUNDING LAND USE:

	Zoning	Land Use	Jurisdiction
Site	I-2	Light Industrial	Village of Bensenville
North	I-2	Light Industrial	Village of Bensenville
South	I-2	Light Industrial	Village of Bensenville
East	I-2	Light Industrial	Village of Bensenville
West	I-2	Light Industrial	Village of Bensenville

SUMMARY:

The applicant Sackett Systems, Inc. proposes to erect a "mechanized parking structure" along the western property line of their manufacturing site. The three level facility will house eight vehicles in the ground space of three. Sackett Systems sees the structure as a way to meet the parking demand for their growing business and as a demonstration/sales tool. Members of the CED staff and the Assistant Village Manager initially met with Sackett Systems in July 2011 to learn about the concept. After the meeting a summary was forwarded to the Village Board.

PUBLIC NOTICE:

1. A Legal Notice was published in the Daily Herald on Wednesday December 22, 2011. 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. On Thursday December 23, 2011 Village personnel posted a Notice of Public Hearing sign on the property, visible from the public way.
3. On Thursday December 23, 2011 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' 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.

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

Public Works:

No comments or concerns.

Engineering:

1. The proposed system will extend onto the adjacent lot. Even though the property owners are the same, there is no guarantee that will be the case in the future. The petitioner should be required either to consolidate the lots or provide a condition of the use that the facility would need to be removed in the event the adjacent lot ever changes ownership.
2. Has the 20' – 4 3/4" distance from the building to the entrance been verified that it is sufficient to provide turning radii for ingress and egress from the new facility? This should be verified.
3. Does the facility require public utilities (water, sanitary sewer) for proper operation? This should be confirmed.

Finance:

No concerns. Utility billing is current.

Police:

No comments.

Community & Economic Development:

Economic Development

1. Sackett Systems Inc. is an active member of the Village's business community.
2. Recently they have entered a new phase in their manufacturing capabilities, the manufacture of "mechanized parking structures". These structures are more prevalent in Asia and Europe than the US, meaning that Sackett Systems and Bensenville will be early adopters of this up and coming technology.
3. The structure will serve a dual purpose; providing on site parking for Sackett Systems expanding work force as well as being a demonstration project for this new technology.
4. We strive to be a major business and corporate center, providing a working demonstration project of this new technology will bring customers from outside the area to the Village. It will also be an example of our community's commitment to the continued growth of our business residents and local manufacturing employment.

Inspectional Services

1. No fire safety or property maintenance issues.

Building

1. Permit submittal will require full electric, structural and architectural plans including elevations.

Community Development

1. The property in question is on the north side of Bryn Mawr Avenue east of Illinois Route 83 in the Northern Business Park.
2. Sackett Systems has committed to stay in Bensenville even as they expand and venture into new areas of manufacturing.
3. The "mechanized parking structure" has been determined to be an accessory structure and as such is required under the Zoning Ordinance to be 3' from the west interior side lot line. The narrowness of the site and the location of the existing principal structure requires that the mechanized parking structure be placed on the lot line with a "zero" setback.
4. Again the narrowness of the property in question along with the siting of the principal structure creates the need for the driving aisle reduction from the required 24' to approximately 20' – 4".
5. The property abutting the site to the west is under common ownership with the property in question.

6. The accessory structure is beyond the front setback but will be visible from the public way. Staff recommends the structure be erected with an attractive "skin" to enhance its aesthetics and to hide its structural elements.

The review and recommendation of the Variances should be determined by the "Approval Criteria" found in the Village's Zoning Ordinance.

APPROVAL CRITERIA FOR VARIANCES:

The Community Development Commission shall not recommend nor shall the Village Board grant a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

- 1. Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

The application has several special circumstances; the need for additional employee parking for an expanding local business on a narrow property, the business necessity to provide a working model of their product that is unfamiliar to many potential customers.

- 2. Hardship Or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

The property does not present a suitable location other than towards the front of the site. The building sits on the rear set back line.

- 3. Circumstances Relate To Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

The variance request is a function of the 1970s era subdivision, original building placement on the Site and the necessary size and height of the "mechanized parking structure".

- 4. Not Resulting From Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

The special circumstances and practical hardship are not a direct result of actions of the applicant.

- 5. Preserve Rights Conferred By District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

Approval of the relief sought by the applicant would not confer any special privilege to this property that is ordinarily denied other properties in the I-2 Light Industrial District.

- 6. Necessary For Use Of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

The addition of the "mechanized parking structure" will increase the available parking on site and assist in retaining a viable manufacturing business and its employees in the North Business Park.

- 7. Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

Approval of the relief sought will not alter the essential character of the business and industrial neighborhood.

- 8. Consistent With Title And Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the

general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

Granting of the requested variance will be in harmony with the general purpose and intent of the Village of Bensenville's plans.

9. Minimum Variance Needed: The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

The staff has worked with the applicant for some time and believes that the variances sought are the minimum required.

RECOMMENDATIONS:

Staff recommends the approval of the requested the above Findings of Fact for the Variances subject to the following conditions:

1. The "mechanized parking structure" be wrapped in an aesthetically pleasing "skin". The aesthetics of the wrap to be reviewed and approved by staff.
2. The property be developed in substantial compliance with the site and schematic building plans submitted with this application for relief.

Respectfully Submitted,

Department of Community
& Economic Development

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

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

February 13, 2012

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

ROLL CALL : Upon roll call the following Commissioners were present:
Moruzzi, Janowiak, Pisano, Rowe, Ventura, Weldon
Absent: None
A quorum was present.

Public Hearing: CDC Case Number 2011-22
Petitioner: Sackett Systems
Location: 1033 Bryn Mawr Avenue
Request: Variances to Reduce the side yard setback and height of an accessory structure and to reduce the minimum driving aisle width in an existing I-2 Light Industrial District

The Public Hearing was opened at 7:34 p.m. Dan Dwyer, Vice President of Sackett Systems was present and sworn in by Chairman Moruzzi. Mr. Dwyer stated Sackett Systems in front of the Commission for variances and a setback that will allow the company to build a mechanized parking structure. The structure will allow for more parking on the property and will also serve as a demonstration to a potential business deal for Sackett Systems. Mr. Dwyer stated the company is requesting a reduced aisle width to 20 ¾ feet from the required 24 feet.

Director of Community and Economic Development, Scott Viger, stated the notice for this public hearing was published in the Daily Herald on December 22, 2011. A certified copy of the public hearing notice will be kept in the case file. A copy of the public notice has been included in the Staff report. Mr. Viger also stated signs were posted outside the property on December 23, 2011 and the required mailing of the notice was sent to the surrounding tax payers of record on December 23, 2011. Mr. Viger stated staff recommends approval with the following conditions:

- 1) The mechanized parking structure be wrapped in a aesthetically pleasing skin. The aesthetics of the wrap to be reviewed and approved by staff.

- 2) The property be developed in substantial compliance with the site and schematic building plans submitted with this application for relief.

Chairman Moruzzi opened the hearing to discussion.

Commissioner Pisano asked the petitioner how rain and melting snow will affect the flooding in the area due to the new structure. Mr. Dwyer stated there currently isn't flooding taking place and the parking lot currently does not have a sewer. Mr. Dwyer stated he does not believe flooding will become an issue.

Commissioner Weldon suggested to Commission to require a rigid skin to be the material used on the structure to match the already existing building. Mr. Dwyer stated he had no concerns with the request.

No other Commissioners had any initial questions.

Chairman Moruzzi asked if there were any members of the Public that would like to give testimony. There were none.

Chairman Moruzzi closed the public hearing at 7:44 p.m.

Motion:

Commissioner Rowe made a motion to approve the findings of facts for CDC Case 2011-22 consisting of:

- 1) **Special Circumstance:** The applicant has several special circumstances; the need for additional employee parking for an expanding local business on a narrow property, the business necessity to provide a working model of their product that is unfamiliar to many potential customers.
- 2) **Hardship or Practical Difficulties:** The property does not present a suitable location other than towards the front of the site. The building sits on the rear back line.
- 3) **Circumstances Relate to Property:** The variance request is a function of the 1970s era subdivisions, original building placement on the site and the necessary size and height of the "mechanized parking structure".
- 4) **Not Resulting From Applicant Action:** The special circumstances and practical hardship are not a direct result of actions of the applicant.
- 5) **Preserve Rights Conferred by District:** Approval of the relief sought by the applicant would not confer any special privilege to the property that is ordinarily denied other properties in the I-2 Light Industrial District.

- 6) **Necessary for Use of Property:** The addition of the “mechanized parking structure” will increase the available parking on site and assist in retaining a visible manufacturing business and its employees in the North Business Park.
- 7) **Not Alter Local Character.** Approval of the relief sought will not alter the essential character of the business and industrial neighborhood.
- 8) **Consistent with Title and Plan:** Granting of requested variance will be in harmony with the general purpose and intent of the Village of Bensenville’s plans.
- 9) **Minimum Variance Needed:** The staff has worked with the applicant for some time and believes that variances sought are the minimum required.

Commissioner Ventura seconded the motion.

Roll Call: Ayes: Moruzzi, Janowiak, Pisano, Rowe, Ventura, Weldon

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Ventura made a motion to approve CDC Case 2011-22 with staff conditions and the structure be wrapped in a rigid skin. Commissioner Rowe seconded the motion.

Roll Call: Ayes: Moruzzi, Janowiak, Pisano, Rowe, Ventura, Weldon

Nays: None

All were in favor. Motion carried.

Mike Moruzzi, Chairman
Community Development Commission

TYPE: Ordinance

SUBMITTED BY: S. Viger

DATE: 02.22.12

DESCRIPTION:

Consider an Ordinance approving a Conditional Use Permit for Slavko Dimitrijevic to allow Motor Vehicle Repair (Major & Minor) in an existing building located at 17 Gateway Road

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" 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

COMMITTEE ACTION: CEDC

DATE: 02.21.12

BACKGROUND:

Slavko Dimitrijevic seeks to operate a motor vehicle (truck) repair facility in the C – 4 Regional Destination PUD Commercial District at 17 Gateway Road.

KEY ISSUES:

To approve a Conditional Use Permit the Village shall find that the "Approval Criteria" found in the Zoning Ordinance are met. The Criteria include traffic, environmental nuisance, neighborhood character, use of public services and facilities, public necessity as well as other factors relating to the harmony of the use with other elements of compatibility. The staff believes the proposed use meets the criteria as the use will be fully enclosed in the building, as a smaller user, it will not significantly increase local traffic, the use will not create extraordinary public service demands and it is in keeping with the types of businesses in the immediate area.

ALTERNATIVES:

1. Discretion of the Committee.
2. Deny the Conditional Use Permit request.
3. Remand the request back to the Community Development Commission.

RECOMMENDATION:

Staff respectfully recommends approval of the requested Conditional Use Permit with the following conditions:

1. The Conditional Use is for Slavko Dimitrijevic and is not transferable.
2. There shall be no work performed on vehicles out of doors, all work to be conducted within the fully enclosed building.
3. The property shall be developed and utilized in substantial conformance to the plans submitted as part of this application prepared by International Group Design dated 12.3.2011
4. There shall be no outdoor trash corral. All trash to be kept inside the building.
5. There shall be no Outdoor Storage.
6. The northern property line shall be cleared and site shall be striped for one way circulation and parking.
7. The use shall cease on 07.01.2021.

At the 02.13.12 Public Hearing there were no members of the public present and the Community Development Commission voted (6 - 0) to recommend approval of the Conditional Use Permit with conditional requested by the Village staff as found in the staff report.

On 02.21.12 the CEDC voted unanimously (7-0) to approve the Conditional Use Permit with the seven conditions recommended by the CDC and staff.

BUDGET IMPACT:

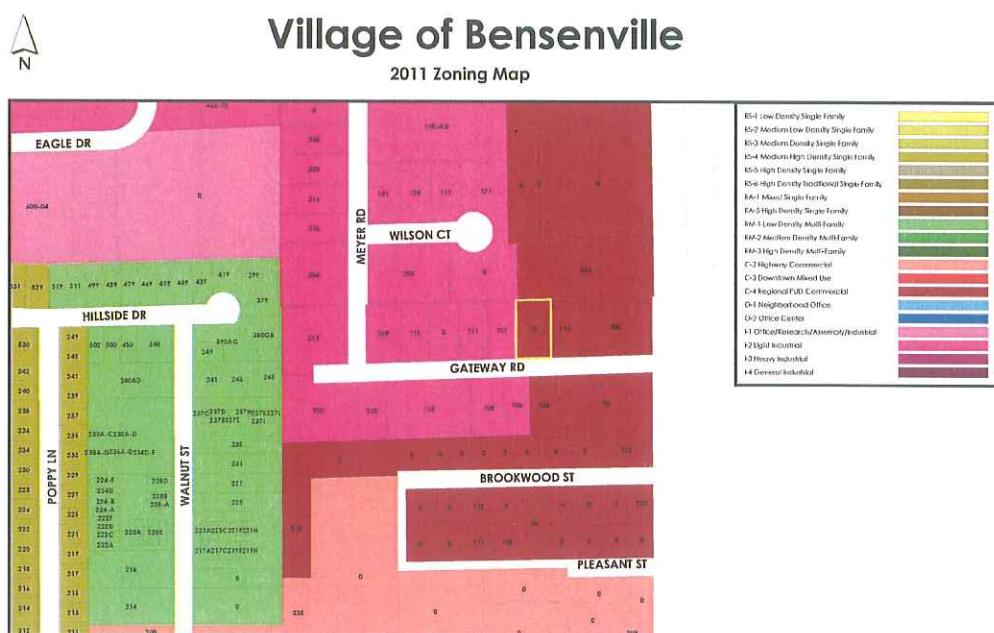
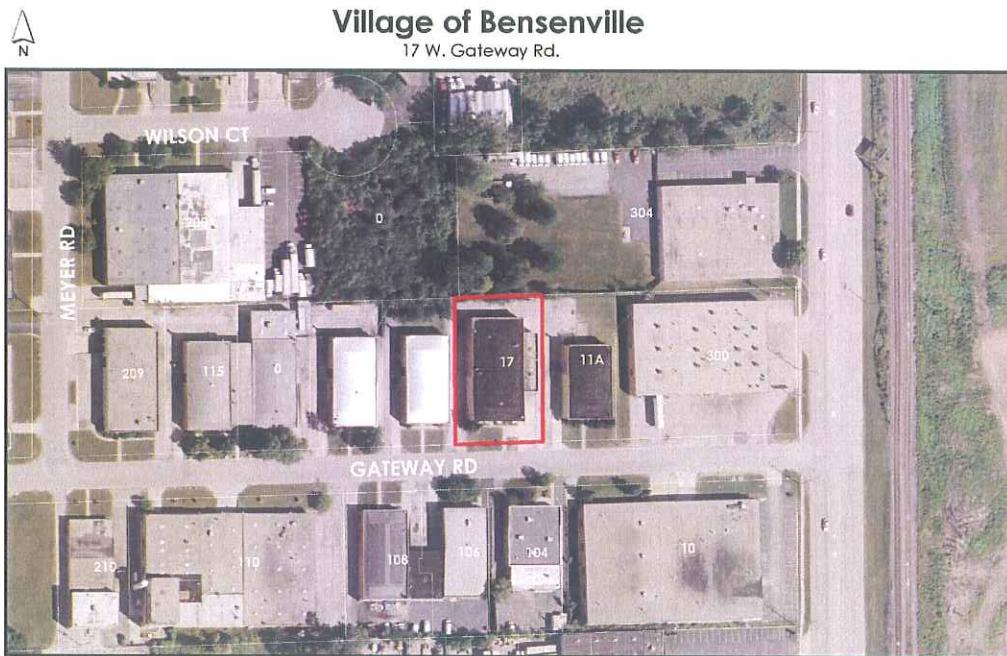
N/A

ACTION REQUIRED:

Approval of the Conditional Use Permit Ordinance with the seven conditions.

CDC#2011 -19 17 Gateway Road

Conditional Use Permit; Motor Vehicle Repair; Major & Minor



ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE GRANT OF A CONDITIONAL USE PERMIT
TO ALLOW MOTOR VEHICLE REPAIR (MAJOR & MINOR) AT
17 GATEWAY ROAD, BENSENVILLE, ILLINOIS**

WHEREAS, Chimen Patel (“Owner”) and Slavko Dimitrijevic (“Applicant”), filed an application seeking a conditional use permit to allow the Applicant to conduct Motor Vehicle Repair (Major & Minor) in the C-4 Regional Destination PUD Commercial District pursuant to Sections 10-3-4-C and 10-9B-3 of *The Village of Bensenville Zoning Ordinance* (“Zoning Ordinance”) at property commonly known as 17 Gateway Road, Bensenville, as legally described in Exhibit “A,” attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being on file in the Community and Economic Development Department; and

WHEREAS, such use is allowed in the C-4 Regional Destination PUD Commercial District, pursuant to Ordinance No. 42-2011 (not presently codified), wherein the Village Board authorized uses permitted or conditional in the I-2 Light Industrial Zoning District to be considered for permit as conditional use in the C-4 Regional Destination PUD Commercial District through July 1, 2021 so long as all requirements for permit as a conditional use are met; and

WHEREAS, Motor Vehicle Repair (Major & Minor) is allowed as a conditional use in the I-2 Light Industrial District; and

WHEREAS, Notice of Public Hearing with respect to the conditional use permit sought by the Owner and Applicant was published in a newspaper of general circulation in the Village of Bensenville 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 February 13, 2012 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, made the findings of facts as set forth in Exhibit “B,” attached hereto and incorporated herein by reference; and

WHEREAS, upon said findings of facts, the Community Development Commission voted 6 – 0 to approve the application for conditional use permit to allow Motor Vehicle Repair (Major & Minor) at the Subject Property, subject to the conditions as recommended in the staff report; and

WHEREAS, the Community Development Commission forwarded its recommendation to approve the application to the Village Board's Community and Economic Development Committee which concurred in the recommendation to approve the application; and

WHEREAS, the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on February 28, 2012; and

WHEREAS, the President and Board of Village Trustees considered the matter and determined, based on its consideration, that the permit should be granted, allowing the relief requested, finding that it is consistent with the Zoning Ordinance and the orderly and harmonious development of the Village.

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

SECTION ONE: That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

SECTION TWO: That the application for a conditional use permit to allow Slavko Dimitrijevic to conduct Motor Vehicle Repair (Major & Minor) at the Subject Property, in conjunction with its use of the Subject Property, is hereby granted subject to the following conditions: (1) the conditional use permit shall only be applicable during the tenancy of Slavko Dimitrijevic and is not transferable, (2) there shall be no work performed on vehicles out of doors, all work is to be conducted within the fully enclosed building, (3) the property shall be developed and utilized in substantial conformance to the plans submitted as part of this application prepared by International Group Design dated 12/3/2011, (4) there shall be no outdoor trash corral, all trash is to be kept inside the building, (5) there shall be no outdoor storage, (6) the northern property line shall be cleared and the site shall be striped for one-way circulation and parking, and (7) the use shall cease on July 01, 2021.

SECTION THREE: That 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, this 28th day of February, 2012.

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # _____

Exhibit "A"

17 Gateway Road

Legal Description

LOT 2 (EXCEPT THE EAST 130 FEET AS MEASURED ON THE NORTHAND SOUTH LNE THEREOF)
IN BENSENVILLE INDUSTRIAL SUBDIVISION OF THE NORTH 461.77 FEET OF THE EAST 1329.9
FEET (RECORDED) OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11
EAST OF THE THRID PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

Commonly known as 17 Gateway Road, Bensenville, IL 60106

Ordinance # _____

Exhibit "B"

17 Gateway Road

Findings of Fact

Motion: Commissioner Ventura made a motion to approve the findings of fact consisting of:

- 1) **Traffic:** The proposed use will not create an adverse impact of types of volumes of traffic flow not otherwise typical per permitted uses in the zoning district as been minimized.
- 2) **Environmental Nuisance:** The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district.
- 3) **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.
- 4) **Use of Public Service and Facilities:** No significant increase in the utilization of the public system is anticipated.
- 5) **Public Necessity:** Staff believes that there is sufficient market demand for the proposed service.
- 6) **Other Factors:** Motor vehicle repair performed entirely indoors will be in harmony within the surrounding business and industrial uses.

Commissioner Weldon seconded the motion.

Roll Call: Ayes: Moruzzi, Janowiak, Pisano, Rowe, Ventura, Weldon

Nays: None

All were in favor. Motion carried.

TYPE: Ordinances

SUBMITTED BY: S. Viger

DATE: 02.22.12

DESCRIPTION:

Pass the Ordinances approving a Conditional Use Permit for Continental Express Lines, Inc. and A & T Inc. to allow Outdoor Storage for the parking of trucks and trailers and a variance to eliminate the screening requirement in an existing C – 4 Regional Destination PUD Commercial District at 123 Sivert Court.

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

COMMITTEE ACTION: CEDC – unanimously approved (7-0)

DATE: 02.21.12

BACKGROUND: The property in question is slated for acquisition to make way for the Elgin – O' Hare Expressway. The applicants have entered into a lease with the property owner, Prologis acknowledging that their time at the location may be limited. On 06.28.11 the Village Board approved Ordinance 42 – 2011 that allows for so-called "I – 2 Uses" to be considered in the C – 4 District as Conditional Use Permits. This Ordinance allows this request to come forward. The storage area is currently paved and is behind the building setback line. It is not screened.

KEY ISSUES:

To approve a Conditional Use Permit the Village shall find that the "Approval Criteria" found in the Zoning Ordinance are met. The Criteria include traffic, environmental nuisance, neighborhood character, use of public services and facilities, public necessity as well as other factors relating to the harmony of the use with other elements of compatibility. The staff believes the proposed use meets the criteria as the use it will not significantly increase local traffic, the use will not create extraordinary public service demands and it is in keeping with the types of businesses in the immediate area.

ALTERNATIVES:

1. Committee discretion.
2. Deny the Conditional Use Permit request.
3. Remand the request back to the Community Development Commission.

RECOMMENDATION:

Staff respectfully recommends approval of the requested Conditional Use Permit with the following conditions:

1. The Conditional Use is for Continental Express Lines Inc. and the A & T Company and is not transferable.
2. The property shall be developed and utilized in substantial conformance to the plans submitted as part of this application.
3. The use shall cease on 07.01.2021.

On 02.13.12 the Community Development Committee unanimously voted to recommend approval subject to the three conditions requested by staff. There were no members of the public present who wished to be heard.

On 02.21.12 the CEDC voted unanimously (7-0) to approve the Conditional Use Permit and Variance with the conditions recommended by the CDC and staff.

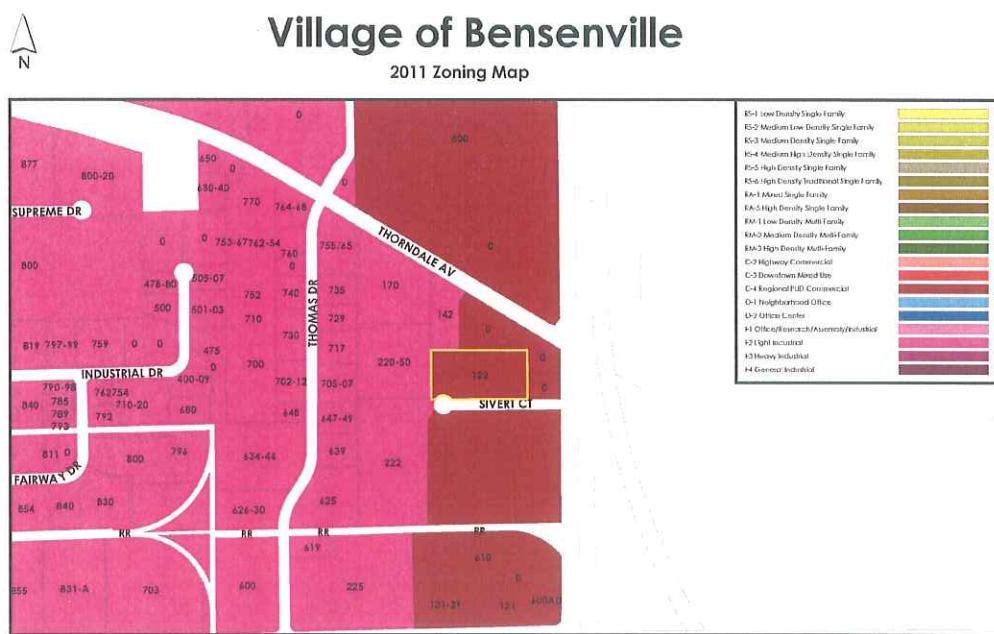
BUDGET IMPACT:

N/A

ACTION REQUIRED:

Approval of the requested Conditional Use Permit and variance Ordinances with conditions.

CDC# 2012 – 02 123 SIVERT COURT
CONDITIONAL USE PERMIT- OUTDOOR STORAGE
VARIANCE – WAIVER OF SCREENING



ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE GRANT OF A CONDITIONAL USE PERMIT
TO ALLOW OUTDOOR STORAGE FOR THE PARKING OF TRUCKS AND TRAILERS
AT 123 SIVERT COURT, BENSENVILLE, ILLINOIS**

WHEREAS, Prologis, Inc. (“Owner”) and Continental Express Lines, Inc. and A & T Trucking Co. (“Applicant”), filed an application seeking a conditional use permit to allow the Applicant to provide outdoor storage for the parking of trucks and trailers in the C-4 Regional Destination PUD Commercial District pursuant to Sections 10-3-4-C and 10-9B-3 of *The Village of Bensenville Zoning Ordinance* (“Zoning Ordinance”) at property commonly known as 123 Sivert Court, Bensenville, as legally described in Exhibit “A,” attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being on file in the Community and Economic Development Department; and

WHEREAS, such use is allowed in the C-4 Regional Destination PUD Commercial District, pursuant to Ordinance No. 42-2011 (not presently codified), wherein the Village Board authorized uses permitted or conditional in the I-2 Light Industrial Zoning District to be considered for permit as conditional use in the C-4 Regional Destination PUD Commercial District through July 1, 2021 so long as all requirements for permit as a conditional use are met; and

WHEREAS, outdoor storage, as an accessory use, of trucks and trailers is allowed in the I-2 Light Industrial District as long as the outdoor storage occupies no more than twenty five percent (25%) of the lot area; and

WHEREAS, Notice of Public Hearing with respect to the conditional use permit sought by the Owner and Applicant was published in a newspaper of general circulation in the Village of Bensenville 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 February 13, 2012 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, made the findings of facts as set forth in Exhibit “B,” attached hereto and incorporated herein by reference; and

WHEREAS, upon said findings of facts, the Community Development Commission voted 6 – 0 to approve the application for conditional use permit to outdoor storage of trucks and trailers at the Subject Property, subject to the conditions as recommended in the staff report; and

WHEREAS, the Community Development Commission forwarded its recommendation to approve the application to the Village Board's Community and Economic Development Committee which concurred in the recommendation to approve the application; and

WHEREAS, the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on February 28, 2012; and

WHEREAS, the President and Board of Village Trustees considered the matter and determined, based on its consideration, that the permit should be granted, allowing the relief requested, finding that it is consistent with the Zoning Ordinance and the orderly and harmonious development of the Village.

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

SECTION ONE: That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

SECTION TWO: That the application for a conditional use permit to allow Continental Express Lines, Inc. and A & T Trucking Co. to allow outdoor storage of trucks and trailers at the Subject Property, as an accessory use in conjunction with its use of the Subject Property, is hereby granted subject to the following conditions: (1) the conditional use permit shall only be applicable during the tenancy of Continental Express Lines, Inc. and A & T Trucking Co. and is not transferable, (2) the property shall be developed and utilized in substantial conformance to the plans submitted as part of this application, and (3) the use shall cease on July 01, 2016.

SECTION THREE: That 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, this 28th day of February, 2012.

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # _____

Exhibit "A"

123 Sivert Court

Legal Description

That part of Lot 3 in 1st addition to Klefstad's Bensenville Industrial Park in the East ½ of the Northeaset ¼ of Section 11, Township 40 North, Range 11 East of the third principal meridian, according to the plat thereof recorded October 26, 1977 as document R77-97746, lying Southerly of a line drawn parallel with and 333.00 feet North of the center line of Sivert Court and lying Westerly of a line drawn parallel with the West line of York Road Southerly from the Southwest corner of Lot 4 in Florence Wolff's assessment plat of part of said Northwest ¼ of Section 11, Township 40 North, Range 11 East of the thrid principal meridan, in DuPage County, Illinois.

Commonly known as 123 Sivert Court, Bensenville, IL 60106

Ordinance # _____

Exhibit "A"

123 Sivert Court

Legal Description

That part of Lot 3 in 1st addition to Klefstad's Bensenville Industrial Park in the East 1/2 of the Northeaset 1/4 of Section 11, Township 40 North, Range 11 East of the third principal meridian, according to the plat thereof recorded October 26, 1977 as document R77-97746, lying Southerly of a line drawn parallel with and 333.00 feet North of the center line of Sivert Court and lying Westerly of a line drawn parallel with the West line of York Road Southerly from the Southwest corner of Lot 4 in Florence Wolff's assessment plat of part of said Northwest 1/4 of Section 11, Township 40 North, Range 11 East of the third principal meridian, in DuPage County, Illinois.

Commonly known as 123 Sivert Court, Bensenville, IL 60106

ORDINANCE # _____

**AN ORDINANCE GRANTING A VARIANCE
TO SCREENING REQUIREMENTS
AT 123 SIVERT COURT, BENSENVILLE, ILLINOIS**

WHEREAS, Prologis, Inc. (“Owner”) and Continental Express Lines, Inc. and A & T Trucking Co. (hereinafter collectively “Applicant”), filed an application seeking a variance to eliminate the screening requirements in C4 Regional Destination PUD Commercial District in conjunction with a proposed conditional use permit to allow outside storage of trucks and trailers at the property located at 123 Sivert Court, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained in the files for this property in the Community and Economic Development Department; and

WHEREAS, Notice of Public Hearing with respect to the requested variance was published in the Daily Herald on January 28, 2012, it being a newspaper of general circulation in the Village of Bensenville (the “Village”), 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 February 13, 2012, all as required by the statutes of the State of Illinois and the ordinances of the Village; and

WHEREAS, the Community Development Commission voted unanimously to approve the request for the variance to eliminate screening requirements at the Subject Property, in conjunction with the approval of a conditional use permit to allow outdoor storage of trucks and trailers on the Subject Property; and forwarded its recommendations, including the Staff Report and findings relative to the variation, to the Village Board’s Community and Economic Development Committee, which concurred in the recommendation made therein, as are attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested variance to eliminate screening requirements in conjunction with a conditional use permit as applied for, is consistent with the *Bensenville Village Code*.

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

SECTION ONE: That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

SECTION TWO: That the Subject Property is currently zoned under the Zoning Ordinance as C-4 Regional Destination PUD Commercial District, with allowances for consideration of permitted and conditional uses allowed in the I-2 Industrial District, pursuant to Ordinance No. 42-2011, which zoning classification shall remain in effect subject to the variance granted herein.

SECTION THREE: That the Staff Report and Recommendation to approve the variance sought, as allowed by the *Bensenville Zoning Ordinance*, Code Section 10-12, in conjunction with the conditional use permit on the Subject Property is attached to the recommendations of the Community Development Commission in Exhibit "B" and was adopted by the Community Development Commission as its finding of facts, and said findings are adopted by the President and Board of Trustees, the Board of Trustees finding that said variance is proper and necessary.

SECTION FOUR: That, the variance sought by the Applicant to eliminate screening is hereby granted, subject to approval of the proposed conditional use permit and the conditions set forth therein.

SECTION FIVE: That all requirements of the Zoning Ordinance shall be applicable except as varied by the variance granted herein.

SECTION SIX: The terms and conditions set forth in this Ordinance are deemed to be a fundamental element of the relief granted herein, and are intended by the Village and the Applicant to run with the Applicant's use of the Subject Property only.

SECTION SEVEN: That 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 EIGHT: 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, this 28th day of February, 2012.

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

AYES:_____

NAYES:_____

ABSENT:_____

Ordinance # _____

Exhibit "A"

123 Sivert Court

Legal Description

That part of Lot 3 in 1st addition to Klefstad's Bensenville Industrial Park in the East ½ of the Northeaset ¼ of Section 11, Township 40 North, Range 11 East of the third principal meridian, according to the plat thereof recorded October 26, 1977 as document R77-97746, lying Southerly of a line drawn parallel with and 333.00 feet North of the center line of Sivert Court and lying Westerly of a line drawn parallel with the West line of York Road Southerly from the Southwest corner of Lot 4 in Florence Wolff's assessment plat of part of said Northwest ¼ of Section 11, Township 40 North, Range 11 East of the thrid principal meridan, in DuPage County, Illinois.

Commonly known as 123 Sivert Court, Bensenville, IL 60106

Ordinance # _____

Exhibit "B"

123 Sivert Court

Staff Report, Findings of Fact & Recommendation



COMMUNITY DEVELOPMENT COMMISSION

STAFF REPORT

HEARING DATE:	February 13, 2011
CASE #:	2012 -02
PROPERTY:	123 Sivert Court
PROPERTY OWNER:	Prologis Inc.
APPLICANT:	Continental Express Lines Inc. and the A & A Company
ACREAGE:	179,031 SQFT (4.11 Acres)
PIN NUMBERS:	03 - 11 - 202 - 043
REQUEST:	Conditional Use Permit to allow a Outdoor Storage and a Variance to waive the screening requirement in an existing C - 4 Regional Destination PUD Commercial District.

SURROUNDING LAND USE:

	Zoning	Land Use	Jurisdiction
Site	C - 4	Industrial	Village of Bensenville
North	C - 4	Industrial / Vacant	Village of Bensenville
South	C - 4	Vacant	Village of Bensenville
East	C - 4	Vacant	Village of Bensenville
West	I - 2	Industrial	Village of Bensenville

SUMMARY:

The property in question is zoned C - 4 Regional Destination PUD Commercial. The property is improved with an approximately 50,000 sqft building. The property has been used as a warehouse and trucking operation for many years. Village Ordinance # 42 - 2011 amended the C-4 District to allow the Village to consider uses allowed in the I - 2 Light Industrial District as Conditional Uses in the C - 4 District. Such uses would have a sunset provision that will require the use to cease on 07.01.2021.

PUBLIC NOTICE:

1. A Legal Notice was published in the Daily Herald on Saturday January 28, 2012. 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 a Notice of Public Hearing sign on the property, visible from the public way on Friday January 27, 2012.
3. On Friday January 27, 2012 Village personnel mailed from the Bensenville Post Office via First Class Mail a Notice of Public Hearing to taxpayers of record within 250' 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.

DEPARTMENT COMMENTS:

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

Finance: No comments or concerns.

Police: No issues as long as there is no "staging" of vehicles on the public street.

Engineering:
No comments or concerns.

The storage of vehicles is anticipated to be on an existing paved surface. Any existing drainage structures within the paved surface shall be maintained.

Public Works:
See Engineering comments above.

Community & Economic Development:

Economic Development

The Village is always glad to have new business coming to town.

Inspectional Services
No Fire Safety issues.

Building

The tenant lease has a relatively short term two year, cognizant of the short term lease the owners have agreed to limit interior rack height to 12' rather than installing sprinkler upgrades.

No other comments as the applicants are not planning any interior construction work.

Should any interior work be proposed all requisite building permits, inspections and fees shall be required.

Community Development

The property in question is slated for acquisition by the State as part of the Elgin O'Hare Western Bypass, while the exact acquisition date is unknown; the property owner estimates a two year timeframe.

The use would need to cease in July of 2021 under the provisions of the Zoning Ordinance, unless extended by action of the Village Board.

The area designated for outdoor storage is currently paved.

Staff does not object to the waiver of the screening requirement.

APPROVAL CRITERIA FOR CONDITIONAL USES:

The Community Development Commission shall not recommend approval of the Conditional Use Permit without determining that the request meets the following approval criteria and making certain findings of fact. Staff has reviewed the request and recommends the following Findings of Fact:

1. Traffic: The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

Staff does not foresee any negative impacts on traffic flow associated with the approval of this Conditional Use. Sivert Court is a small cul - de - sac with few businesses located there. The facility has housed trucking operations in the past without any negative traffic impacts.

2. Environmental Nuisance: The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district.

The storage of vehicles on a paved surface area will not create any environmental nuisances.

3. Neighborhood Character: The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

The property in question lies generally at the southwest corner of Thorndale Avenue and York Road. Two industrial buildings lie to the west of this property. The storage of vehicles shall be restricted to the rear yard. Much of the surrounding properties are vacant.

4. Use Of Public Services And Facilities: The proposed use will not require existing community 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.

No significant increase in the utilization of the public utility systems is anticipated,

5. Public Necessity: The proposed use at the particular location requested is necessary to provide a service or a facility which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.

Staff believes that there is sufficient market demand for the proposed service.

6. Other Factors: The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional use in its proposed location.

The ancillary outdoor storage of vehicles on the existing paved surface behind the front façade of the existing building almost 50,000 sqft will be in harmony with compatibility elements pertinent to the use as proposed.

APPROVAL CRITERIA FOR VARIANCES:

The Community Development Commission shall not recommend nor shall the Village Board grant a variance unless it shall make findings based upon the evidence presented to it in each specific case that:

1. **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them.

The proposed location of the outdoor storage is behind the 50,000 sqft building and is only visible from Sivert Court.

2. **Hardship Or Practical Difficulties:** For reasons set forth in the findings, the literal application of the provisions of this Title would result in unnecessary and undue hardship or practical difficulties for the applicant as distinguished from mere inconvenience.

The property is slated for acquisition to make way for the Elgin O'Hare Western Bypass interstate construction.

3. **Circumstances Relate To Property:** The special circumstances and hardship relate only to the physical character of the land or buildings, such as dimensions, topography or soil conditions. They do not concern any business or activity of present or prospective owner or occupant carries on, or seeks to carry on, therein, nor to the personal, business or financial circumstances of any party with interest in the property.

The variance request is a function of the site characteristics relevant to this property.

4. **Not Resulting From Applicant Action:** The special circumstances and practical difficulties or hardship that are the basis for the variance have not resulted from any act, undertaken subsequent to the adoption of this Title or any applicable amendment thereto, of the applicant or of any other party with a present interest in the property. Knowingly authorizing or proceeding with construction, or development requiring any variance, permit, certificate, or approval hereunder prior to its approval shall be considered such an act.

The special circumstances and practical hardship are not a direct result of actions of the applicant.

5. **Preserve Rights Conferred By District:** A variance is necessary for the applicant to enjoy a substantial property right possessed by other properties in the same zoning district and does not confer a special privilege ordinarily denied to such other properties.

Approval of the relief sought by the applicant would not confer any special privilege to this property that is ordinarily denied other properties in the C - 4 Regional Destination PUD Commercial District.

6. **Necessary For Use Of Property:** The grant of a variance is necessary not because it will increase the applicant's economic return, although it may have this effect, but because without a variance the applicant will be deprived of reasonable use or enjoyment of, or reasonable economic return from, the property.

The variance will allow for the reasonable use of the property.

7. **Not Alter Local Character:** The granting of the variance will not alter the essential character of the locality nor substantially impair environmental quality, property values or public safety or welfare in the vicinity.

Approval of the relief sought will not alter the essential character of the business and industrial neighborhood.

8. **Consistent With Title And Plan:** The granting of a variance will be in harmony with the general purpose and intent of this Title and of the general development plan and other applicable adopted plans of the Village, as viewed in light of any changed conditions since their adoption, and will not serve in effect to substantially invalidate or nullify any part thereof.

Granting of the requested variance will be in harmony with the general purpose and intent of the Village of Bensenville's plans.

9. **Minimum Variance Needed:** The variance approved is the minimum required to provide the applicant with relief from undue hardship or practical difficulties and with reasonable use and enjoyment of the property.

The staff believes that the variance sought is the minimum required.

RECOMMENDATIONS:

Staff recommends the approval of the above Findings of Fact and the Conditional Use Permit and Variance subject to the following conditions:

1. The Conditional Use is for Continental Express Lines Inc. and the A & A Company and is not transferable.
2. The property shall be developed and utilized in substantial conformance to the plans submitted as part of this application.
3. The use shall cease on 07.01.2021.

Respectfully Submitted,
Department of Community
& Economic Development

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

MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION

February 13, 2012

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

ROLL CALL : Upon roll call the following Commissioners were present:
Moruzzi, Janowiak, Pisano, Rowe, Ventura, Weldon
Absent: None
A quorum was present.

Public Hearing: CDC Case Number 2012-02
Petitioner: Continental Express Lines, Inc. and A&T Company
Location: 123 Sivert Court
Request: Conditional Use Permit to allow Outdoor Storage as a principle use in the C-4 Regional Destination PUD Commercial District.

The Public Hearing was opened at 8:54 p.m. Steve Santowski, owner of Continental Express Lines, Inc. and Arista Thurman, owner of A&T Company, were both present and sworn in by Chairman Moruzzi. Mr. Santowski stated he sold his building in Wood Dale and moved to Bensenville. Mr. Santowski stated the building they are renting is planned to be demolished to make room for the Elgin O'Hare/Western Bypass Road. Mr. Santowski stated he was warned by his landlord, the property could be purchased from the State in 104 weeks. Mr. Santowski stated the request for outdoor storage was for trucks and not equipment.

Director of Community and Economic Development, Scott Viger, stated the notice for this public hearing was published in the Daily Herald on January 28, 2012. A certified copy of the public hearing notice will be kept in the case file. A copy of the public notice has been included in the Staff report. Mr. Viger also stated signs were posted outside the property on January 27, 2012 and the required mailing of the notice was sent to the surrounding tax payers of record on January 27, 2012. Mr. Viger stated staff recommends approval with the following conditions:

- 1) The Conditional Use is for Continental Express Lines, Inc. and A&A Company and is not transferable.

- 2) The property shall be developed and utilized in substantial conformance to the plans submitted as part of the application.
- 3) The use shall cease on 7/01/2021.

Chairman Moruzzi opened the hearing to discussion.

Commissioner Pisano asked if the petitioner was willing to cease the use by 7/01/2016 rather than 7/01/2021. Commissioner Pisano stated if for some reason there is a holdup in the construction of the Elgin O'Hare/Western Bypass, this will protect the Village from another company seeking the property for the same use. Mr. Santowski stated he had no issues with the recommendation.

Commissioner Rowe asked how many trucks would be stored overnight on the property. Mr. Thurman stated no more than twenty.

Commissioner Weldon stated he agrees with Commissioner Pisano's recommendation.

Chairman Moruzzi asked if there was any member of the Public that would like to give testimony. There were none.

Chairman Moruzzi closed the public hearing at 9:04 p.m.

Motion:

Commissioner Pisano made a motion to approve the findings of facts for CDC Case 2012-02 consisting of:

- 1) **Special Circumstance:** The proposed location of the outdoor storage is behind the 50,000 sqft. building and is only visible from Sivert Court.
- 2) **Hardship or Practical Difficulties:** The property is slated for acquisition to make way for the Elgin O'Hare Western Bypass interstate construction.
- 3) **Circumstances Relate to Property:** The variance request is a function of the site characteristics relevant to the property.
- 4) **Not Resulting From Applicant Action:** The special circumstances and practical hardship are not a direct result of actions of the applicant.
- 5) **Preserve Rights Conferred by District:** Approval of the relief sought by the applicant's would not confer any special privilege to this property that is ordinarily denied other properties in the C-4 Regional Destination PUD Commercial District.
- 6) **Necessary for Use of Property:** The variance will allow for reasonable use of the property.

- 7) **Not Alter Local Character.** Approval of the relief sought will not alter the essential character of the business and industrial neighborhood.
- 8) **Consistent with Title and Plan:** Granting of requested variance will be in harmony with the general purpose and intent of the Village of Bensenville's plans.
- 9) **Minimum Variance Needed:** The staff has worked with the applicant for some time and believes that variance sought is the minimum required.

Commissioner Rowe seconded the motion.

Roll Call:

Ayes: Moruzzi, Janowiak, Pisano, Rowe, Ventura, Weldon

Nays: None

All were in favor. Motion carried.

Motion:

Commissioner Pisano made a motion to approve CDC case #2012-02 with staff recommendations and amending recommendation three from 7/01/2021 to 7/01/2016. Commissioner Ventura seconded the motion.

Roll Call:

Ayes: Moruzzi, Janowiak, Pisano, Rowe, Ventura, Weldon

Nays: None

All were in favor. Motion carried.

Mike Moruzzi, Chairman
Community Development Commission

Ordinance # _____

Exhibit "B"

123 Sivert Court

Findings of Fact

1. **Traffic:** The proposed use will not create any adverse impact of types or volumes of traffic flow not otherwise typical of permitted uses in the zoning district has been minimized.

Staff does not foresee any negative impacts on traffic flow associated with the approval of this Conditional Use. Sivert Court is a small cul - de - sac with few businesses located there. The facility has housed trucking operations in the past without any negative traffic impacts.

2. **Environmental Nuisance:** The proposed use will not have negative effects of noise, glare, odor, dust, waste disposal, blockage of light or air or other adverse environmental effects of a type or degree not characteristic of the historic use of the property or permitted uses in the district.

The storage of vehicles on a paved surface area will not create any environmental nuisances.

3. **Neighborhood Character:** The proposed use will fit harmoniously with the existing character of existing permitted uses in its environs. Any adverse effects on environmental quality, property values or neighborhood character beyond those normally associated with permitted uses in the district have been minimized.

The property in question lies generally at the southwest corner of Thorndale Avenue and York Road. Two industrial buildings lie to the west of this property. The storage of vehicles shall be restricted to the rear yard. Much of the surrounding properties are vacant.

4. **Use Of Public Services And Facilities:** The proposed use will not require existing community 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.

No significant increase in the utilization of the public utility systems is anticipated.

5. **Public Necessity:** The proposed use at the particular location requested is necessary to provide a service or a facility which is in the interest of public convenience, and will contribute to the general welfare of the neighborhood or community.

Staff believes that there is sufficient market demand for the proposed service.

6. **Other Factors:** The use is in harmony with any other elements of compatibility pertinent in the judgment of the commission to the conditional use in its proposed location.

The ancillary outdoor storage of vehicles on the existing paved surface behind the front façade of the existing building almost 50,000 sqft will be in harmony with compatibility elements pertinent to the use as proposed.

TYPE: Ordinance **SUBMITTED BY:** Corey Williamsen **DATE:** February 28, 2012

DESCRIPTION: Ordinance Amending Section 3-3-5 of the Bensenville Village Code – Liquor Regulations – Class E-2 Liquor Licenses to increase the number of Class E-2 liquor licenses from 1 to 2.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input type="checkbox"/>	<i>Financially Sound Village</i>	<input 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: **Public Safety (unanimous approval)** **DATE:** **2/21/12**

BACKGROUND:

Section 3-3-5E.6 of the Bensenville Village Code limits the number of Class E-2 liquor licenses issued and outstanding to 1. Class E-2 licenses authorize the retail sale of beer and wine for consumption on the premises where food is offered. Bacci Pizza located at 1100 S. Route 83 applied for an E-2 license in December 2011.

The Bensenville Police Department approved the background check or the applicants and fingerprints have been reviewed by the State of Illinois. The Community & Economic Development Department approved the application after a zoning review and after conducting an inspection of the property.

KEY ISSUES:

The current Village Code allows for no more than one (1) Class E-2 liquor licenses to be issued. Currently that license is issued to Mamma Maria's Pizza.

ALTERNATIVES:

- Approve the Ordinance
- Deny the Ordinance
- Discretion of the Committee

RECOMMENDATION:

Staff recommends approval of the Ordinance increasing the number of Class E-2 liquor licenses from 1 to 2.

On February 21, 2012 the Public Safety Committee unanimously recommended approval (6-0).

BUDGET IMPACT:

\$2,300 of additional revenue for the Village.

ACTION REQUIRED:

Board approval of the Ordinance increasing the number of Class E-2 liquor licenses from 1 to 2.

Ordinance _____

**AN ORDINANCE AMENDING THE BENSENVILLE VILLAGE CODE
TITLE 3 – CHAPTER 3 – LIQUOR REGULATIONS**

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

SECTION ONE: That Section 3-3-5 of the Bensenville Village Code, entitled “License classifications; fee; number” is hereby amended by the addition of one (1) class E-2 licenses and the following language shall be inserted in lieu thereof:

“E. Classes E-1 and E-2:

6. There shall be no more than two (2) class E-2 licenses issued and outstanding at any one time.”

SECTION TWO: All Resolutions and Ordinances in conflict herewith are replaced to the extent of said conflict.

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

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this 28th day February, 2011.

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE: Motion **SUBMITTED BY:** Corey Williamsen **DATE:** February 28, 2012

DESCRIPTION: Motion to approve a Conditional Certificate of Registration to allow Angelica Maria Arroyo of IGS Energy to solicit in Bensenville for an additional ninety (90) days in 2012.

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 checked="" type="checkbox"/>	Safe and Beautiful Village	<input type="checkbox"/>	Vibrant Major Corridors

COMMITTEE ACTION: Public Safety (unanimous approval) **DATE:** February 21, 2012

BACKGROUND:

On April 26, 2011 the Village Board adopted Ordinance 33-2011 amending and restating Title 3, Chapter 6 of the Municipal Code of the Village of Bensenville, Illinois – Solicitation. Solicitors must complete an application and submit it to the Village Clerk's Office. A background check is conducted by the Bensenville Police Station. Once complete, and the applicant is approved, he/she is allowed to solicit in town for no more than a three day period, no more than three times per year. Section 3-6-4 of the Village Code reads as follows: "A person seeking to solicit in the Village of Bensenville more than the allotted three (3) times per year may petition the City Clerk for a conditional certificate of registration. The City Clerk will present the person's request and the completed application to the Village Board. The Village Board will vote to determine whether a conditional certificate of registration will be approved."

KEY ISSUES:

Angelica Maria Arroyo of IGS Energy has consumed all allowed days to solicit in 2012. Ms. Arroyo is seeking permission from the Village Board to solicit door-to-door for an additional ninety (90) days in 2012. Ms. Arroyo has solicited door-to-door nine days in December 2011 and an additional nine days in January 2012. IGS's intentions are to save Residents money on their energy bills. Ms. Arroyo has reviewed the ordinance adopted in April 2011 and has followed the rules with no issues. The Village has not received any complaints from Residents regarding IGS Energy or Ms. Arroyo.

ALTERNATIVES:

- Approve the Motion
- Deny the Motion
- Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the Motion to allow Angelica Maria Arroyo of IGS Energy to solicit in Bensenville for an additional ninety (90) days in 2012.

The Public Safety Committee unanimously voted to approve (6-0) this request on February 21, 2012.

BUDGET IMPACT:

There is no budget impact for this particular motion.

ACTION REQUIRED:

Committee approval of the Motion to approve a Conditional Certificate of Registration allowing Angelica Maria Arroyo of IGS Energy to solicit in Bensenville for an additional ninety (90) days in 2012.

Corey Williamsen

From: Joel Vargas
Sent: Friday, December 02, 2011 5:39 PM
To: Corey Williamsen
Subject: Solicitor: Angelica M Arroyo (Clear)
Attachments: angelica_m_arroyo.pdf

Corey,

Angelica is clear. I will keep a file here in our division with the results per Clear Thomson Reuters.

Attached find the form from our part completed.

Ofc. Joel Vargas, BPS, J.D.
Crime Prevention Coordinator

BENSENVILLE POLICE DEPARTMENT

Community Oriented Policing Division

Crime Prevention Unit

100 N Church Rd

Bensenville, IL 60106

Station: 630-350-3455

Cell 630-347-6062

Email: jvargas@bensenville.il.us

Web: www.bensenville.il.us

IF YOU HAVE AN EMERGENCY DIAL 9-1-1, OTHERWISE MY CELL PHONE IS THE BEST WAY TO REACH ME. THANK YOU FOR YOUR SUPPORT.

Review Criminal Activity in Bensenville by using our
Map: <http://www.raidsonline.com/?address=Bensenville%2CIL>

THIS MESSAGE IS HIGHLY CONFIDENTIAL AND INTENDED ONLY THE THE PARTY OR PARTIES ADDRESSED ABOVE. ANY PRINTING, FORWARDING, OR OTHER FORM OF DISSEMINATION WITHOUT THE WRITTEN CONSENT OF THE SENDER, IS HEREBY PROHIBITED. THE PURPOSE OF THIS COMMUNICATION MAY ALSO CONTAIN CONFIDENTIAL AND/OR LAW ENFORCEMENT SENSITIVE MATERIAL. IT IS OUR REQUEST YOU DO NOT TAKE ACTION THAT MAY COMPROMISE ONGOING INVESTIGATIONS. THANK YOU IN ADVANCE AND BE SAFE.



Village of Bensenville
Solicitor's Application for
Certificate of Registration
Subject to Background Check

1. Complete Name: First, Middle, Last – In Full

ANGELA M. ARROYO ANGELICA MARIA ARROYO

2. Alias – Nickname/Maiden Name

ANGIE

3. Social Security #

337-60-8762

4. Phone (Work/Home)

(W) 708-220-3519

5. Current Address

1217 W. HILLSIDE DR BENSENVILLE IL 60106

6. List all residences for the past three (3) years from present:

From	To	Street & Number	City	State

7. Date of Birth

05/14/65

8. Place of Birth

MEXICO

9. Sex

Male Female

10. Height

5'2

11. Weight

110

12. Eye Color

BRN

13. Hair Color

BLK

14. Driver's License Number

AL00-0136-5738

15. Organization or company you are soliciting for

IGS ENERGY

16. Length of time associated with said group

one wk

17. Address of organization or company

6100 EMERALD PKWY DUBLIN OHIO 43016

18. Description of what is being solicited for

Guaranteed SAVINGS on electric
Rates for COMED Customers

19. Period of time for which permit is sought

one year

20. List all employers for the past three (3) years from present if different from above:

From	To	Name	Address	City	State
<u>9/17/11</u>	<u>11/22/11</u>	<u>JAT IND.</u>	<u>852 FOSTER AVE</u>	<u>BENSENVILLE</u>	<u>IL</u>
<u>11/06</u>	<u>9/11</u>	<u>LWT</u>	<u>424 FIFTH AVE</u>	<u>NEW YORK</u>	<u>N.Y.</u>

21. List the date of the last application submitted for a solicitor permit in Bensenville

DNA

22. Have you ever had a Solicitor Permit suspended or revoked in Bensenville or anywhere else: Yes No

If Yes, Explain: _____

23. ARREST – DETENTION – LITIGATION – Show all arrests including criminal and traffic

Have you ever been arrested or detained by a Law Enforcement Agency? Yes No

Have you ever been involved in any court action, civil or criminal? (Include all traffic – felony – misdemeanor – in this state or elsewhere) DNA _____

I certify that I have read and understand Village of Bensenville Ordinance No. 33-2011.

AA
Initial

Authorization to Release Records

I hereby consent and authorize the Village of Bensenville to secure information pertaining to my character and background. I understand that the information supplied by me can be utilized in conducting a background investigation which may include, but not be limited to, a consumer credit report, criminal history search, driving record history, worker's compensation report, education/degree verification and verification of any information provided on application form. I release from liability all persons, companies and corporations supplying information as a result of this investigation. I further release and indemnify the above named and InfoTrack Information Services, Inc., against liability that might result from conducting these investigations.

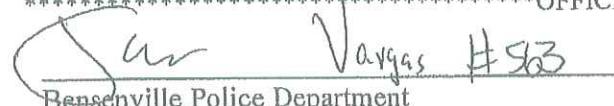
Signature of Applicant

12/28/11



Date

***** OFFICE USE ONLY *****


Sur Vargas #963
Bensenville Police Department

12-02-11
Date

Date Received: 11/23/11

Revd By: 

Approved: 12-2-11

Issued: _____



Save \$\$\$

on your ComEd electricity costs through May 2012.

Through ComEd's Customer Choice Program, you can now save money by choosing IGS Energy to supply your electricity!

Under this program, when you enroll with IGS Energy, ComEd will continue to deliver your energy, provide emergency service, and bill you as before. The only difference you'll see is the price you pay.

No cancellation fees.

No hassles. No worries.

Find out how to get started on the back.

IGS ENERGY®

THE POWER OF TOMORROW.™

Make the smart
energy choice.

Choose IGS Energy.

IGS Energy has options to meet your energy needs

We employ the most knowledgeable people in the business who are eager to share their knowledge with you. We offer a variety of pricing options that will meet your specific needs and will help you gain control of your energy costs.

Switching is easier than you think Choose one of two easy ways to enroll

1



Phone: Call IGS Energy toll-free
at **877-913-4447**

1. Phone lines are open:
M - F 8 a.m. - 8 p.m., and Sat. 8 a.m. - 2 p.m. (ET).
2. Mention your referral code: PL **30033**
3. Select your product.
4. Relax, and let us handle the rest.

2



Internet: Visit us at
IGSenergy.com

1. Enter your referral code: PL **30033**
2. Review your product selection.
3. Fill out your service address and contact information.
4. View and confirm your product.
5. Sit back and enjoy the benefits of IGS Energy!

IGS Energy: No Hassles.
No Worries. It's That Simple.

Check out our website: IGSenergy.com

The services provided to you by Interstate Gas Supply, Inc. ("IGS Energy") are governed by the terms and conditions stated in this document and attachments, if any ("Agreement").

CUSTOMER NAME: _____ DAYTIME PHONE: _____
 (Proper name of resident owner)

BILLING ADDRESS: _____ EVENING PHONE: _____
 (Street address line 1)

_____ FACSIMILE: _____
 (Street address line 2)

_____ EMAIL ADDRESS: _____
 (City/State/Zip Code)

LOCATION(S):

	SERVICE ADDRESS	DISTRIBUTION UTILITY	RATE CLASS	CUSTOMER ACCOUNT NUMBER
1.	_____	Com Ed	RES	_____
2.	_____	_____	_____	_____

Check and initial if there are additional residences / facilities listed on an attachment.

Utility:	Commonwealth Edison ("ComEd" or EDC")		
Price Plan:	<input checked="" type="checkbox"/> Fixed Rate Product	<input type="checkbox"/> Variable Rate Product	
GoGreen Option:	<input type="checkbox"/> Yes (generated from 100% national wind energy)	<input checked="" type="checkbox"/> No	
Sales Price:	<input checked="" type="checkbox"/> Fixed rate of <u>6.29</u> cents per kilowatt hour (kWh).		<input type="checkbox"/> Price will vary monthly based upon costs which include, but are not limited to, energy, transmission, capacity, ancillary services, congestion management, renewable energy credits, ISO system fees, utility charges and other market price related factors, plus IGS Energy costs, expenses and margins.
Term:	<input type="checkbox"/> Month to Month <input checked="" type="checkbox"/> 6 months <input type="checkbox"/> 12 months The term of this program will begin with the first billing cycle my enrollment or rate change is confirmed with ComEd and will continue for the term initialed and checked above and month to month thereafter.		
Rescission Process:	You may rescind your Agreement with IGS Energy or cancel your pending enrollment within ten business days after ComEd processes your enrollment request by contacting either IGS Energy at 1-888-993-0997 or ComEd at 1-800-334-7661.		
Early Termination Fee:	None		

Authorization to Change Providers: You ("You" or "Customer") certify that you have the authority to change electricity service providers for the account(s). By accepting this Agreement, You are authorizing IGS Energy to become your new Retail Electric Supplier ("RES"). You authorize IGS Energy to act as your agent and to work with PJM ("RTO") and your EDC to make the switch effective. You also acknowledge that you are not a current customer of IGS Energy with an active Price Plan. If IGS Energy determines that you are a current customer, IGS Energy reserves the right to reject this enrollment request or terminate this Agreement.

YOU, THE CONSUMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

BY SIGNING THIS AGREEMENT I REPRESENT THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, THAT I HAVE THE AUTHORITY TO ENROLL THE REFERENCED ACCOUNT(S), AND THAT I HAVE THE AUTHORITY TO BIND THE RESIDENCE TO THE TERMS AND CONDITIONS OF THE AGREEMENT.

AUTHORIZED SIGNATURE:

SALES DATE:

NAME:

IGS ENERGY SALES REPRESENTATIVE & ID NUMBER:

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 02/21/2012

DESCRIPTION: Resolution authorizing an engineering services agreement with Engineering Enterprises Inc. for the Volk Brothers Phase II CDBG Project

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>

ASSIGNED COMMITTEE: I&E (unanimous approval)

DATE: 02/21/2012

BACKGROUND: The Village was successful in obtaining DuPage County Community Development Block Grant (CDBG) funds to continue improvements in the Volk Brothers Subdivision. Phase I was completed in 2009 and included the reconstruction of Wood Avenue from Church Road to Foley Street and Ellis Street from Wood Avenue to Grove Avenue. Planned improvements for Phase II include Wood Avenue from Foley Street to Henderson Street, Foley Street from Wood Avenue to Grove Avenue, and Henderson Street from Wood Avenue to Grove Avenue. Infrastructure improvements will include roadway reconstruction, curb and gutter, sidewalks, storm sewer, sanitary sewer repairs, and parkway restoration. Estimated project costs are \$1.5 million (\$1.1 million construction, \$400K in engineering)

Approximately 50% of the project costs (or \$752,150) has been requested through the CDBG program. The Village has secured the one half of those funds (\$376,075) in 2011 and initial indication is that the remaining will be allocated in 2012. The CDBG Program is a reimbursable program in which the Village fronts the initial costs and is reimbursed by DuPage County.

The Village also plans to apply a \$400,000 DCEO grant secured by State Representative Saviano (Project No. HR120137) to the project earmarked for street reconstruction within the Village limits.

Design is nearing completion and we expect to go out for bid in early March 2012. Construction is expected to take place between April and October.

KEY ISSUES: Four firms were asked to submit an RFP for resident engineering services during construction. The evaluation team consisted of five members of staff and an outside individual. Based on the evaluations, Engineering Enterprises, Inc. (EEI) was considered the Most Qualified firm (MQF). Engineering Enterprises brings forth a very experienced project team that has performed CDBG projects in the past.

The proposed assignment 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 Testing Services as a sub-consultant, and includes all sub-grade, concrete and asphalt pavement assessments and observations.

EEI's proposed work effort and fee totals \$85,047, of which, about \$6,282 is included for material testing. This not-to-exceed fee equates to 7.7% of the Engineer's estimated cost for the project. Construction engineering costs typically fall in the 7-10% range.

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff and I & E (5-0) recommend approval of the service agreement.

BUDGET IMPACT: The total amount of this portion of the project is \$85,047. Funding for the total project is included in the 2012 Streets CIP (\$1,500,000)

ACTION REQUIRED: Approval of Resolution Authorizing the Execution of an Engineering Services Agreement with Engineering Enterprises, Inc. for the Volk Brothers Phase II CDBG Project in the amount of \$85,047.

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES
AGREEMENT WITH ENGINERRING ENTERPRISES, INC. FOR
THE VOLK BROTHERS PHASE II CDBG PROJECT
IN THE AMOUNT OF \$85,047**

WHEREAS the Village of Bensenville applied and was awarded Community Development and Block Grant funding in the amount of \$752,150 (50% of the estimated \$1,500,000 project) for the Volk Brothers Phase II CDBG Project; and

WHEREAS the Village of Bensenville also plans to apply a \$400,000 DCEO grant (Project No. HR120137) that was secured by State Representative Saviano; and

WHEREAS planned improvements for the project will include roadway reconstruction, curb and gutter, sidewalks, storm sewer, sanitary sewer repairs, and parkway restoration along Wood Avenue, Foley Street, and Henderson Street; and

WHEREAS the Village requested proposals from four firms on our Resident Engineering Shortlist to perform the necessary construction management services; and

WHEREAS Engineering Enterprises, Inc. of Sugar Grove was considered the Most Qualified Firm (MQF) based on result from the Evaluation Team; and

WHEREAS the “Engineering Services Agreement,” which defines the scope of work necessary to complete design of both projects, is attached to this Resolution.

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

THAT the Village Board authorizes the Village Manager to execute the necessary documents to Engineering Enterprises, Inc. of Sugar Grove, IL for an engineering services agreement for the Volk Brothers Phase II CDBG Project in an amount of \$85,047.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, on this ____ day of _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Corey Williamsen
Deputy Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



VILLAGE OF BENSENVILLE

Contract Document Number
PW-2012-02

Volk Brothers Phase II CDBG – Resident Engineering

Conformed Agreement

Consultant

Engineering Enterprises, Inc. (EEI)
52 Wheeler Road
Sugar Grove, IL 60554
630-466-6700

Village Board Approval on

**VILLAGE OF BENSENVILLE
ENGINEERING SERVICES AGREEMENT**

CONTRACT DOCUMENT NUMBER PW-2012-02

This agreement is made this _____ day of _____, 20____, between and shall be binding upon the VILLAGE of Bensenville, an Illinois municipal Corporation hereinafter referred to as the "VILLAGE" and _____ hereinafter referred to as the "ENGINEER" and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the ENGINEER agrees to perform the services and the VILLAGE agrees to pay for the following services as set forth in the contract documents:

The ENGINEER will perform or be responsible for the performance of the services listed in the "General Scope of Services" section in the Request for Qualifications for Resident Engineering Short-List in connection with this project. The ENGINEER shall furnish or cause to be furnished an appropriate number of qualified engineers, construction observers and technical personnel to perform the required services.

The ENGINEER should amplify, clarify or expand on the scope of services as appropriate and necessary for the proper performance and completion of the project.

1. This contract shall embrace and include all the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. (Volk Brothers Phase II CDBG – Resident Engineering) Request for Proposal consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) General Provisions
 - iv) Special Provisions
 - b. ENGINEER'S Proposal Dated January 13,2012
 - c. ENGINEER'S Work Effort and Fee submittal Dated January 13, 2012
 - d. Minutes of Scope & Fee Negotiation Meeting and associated revised Scope of Work, Work Effort and Fee Dated February 14, 2012
 - e. Required Certificates and Signatures and Certificate of Insurance

2. The VILLAGE agrees to pay, and the ENGINEER agrees to accept as full payment for the services which are the subject matter of this contract in accordance with the General Provisions.
3. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Bensenville, Illinois by Frank Soto, Village President, and the ENGINEER have hereunto set their hands this _____ day of _____ 2012.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Print Company Name

Accepted this _____ day of _____, 2012.

Individual or Partnership _____ Corporation _____

By

Position/Title

By

Position/Title

THE VILLAGE OF BENSENVILLE, ILLINOIS

Accepted this _____ day of _____, 2012.

Frank Soto, Village President

Attest:

Corey Williamsen, Village Clerk

VILLAGE OF BENSENVILLE ENGINEER'S CERTIFICATION

_____, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

_____, having submitted a proposal for:
(Name of Company)

(Volk Brothers Phase II CDBG – Resident Engineering) to the Village of Bensenville, hereby certifies that said ENGINEER:

- 1.** has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
- 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 approve 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

(Name of employee/driver or “all employee drivers”)

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: _____
Officer or Owner of Company named above

Subscribed and sworn to
before me this _____
day of _____, 20__.

Notary Public

LOCAL GOVERNMENT PROMPT PAYMENT ACT (COPY)

AN ACT to create the "Local Government Prompt Payment Act", and to amend certain Acts named therein. P.A. 84-731, approved Sept., 21, 1986, eff. July 1, 1987.

5601. Short title

1. This Act shall be known and may be cited as the "Local Government Prompt Payment Act".

5602. Application

2. This Act shall apply to every county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other government units. Its shall not apply to the State or any office, officer, department, division bureau, board, commission, university, or similar agency of the State, except as provided in Section 7.1

Amended by P.A. 85-1159, 2-2, eff. Aug. 4, 1988.

Paragraph 5607 of this chapter.

5603. Approval of bills

3. The appropriate local government official or agency receiving goods or services must approve or disapprove a bill from a vendor for goods or services furnished the local governmental agency within 30 days after the receipt of such bill or within 30 days after the date on which the goods or services were received, whichever is later. When safety or quality assurance testing of goods by the local governmental agency is necessary before the approval or disapproval of a bill and such testing cannot be completed within 30 days after receipt of the goods approved or disapproved of the bill must be made upon completion of the testing or within 60 days after receipt of the goods, whichever occurs first. Written notice shall be mailed to the vendor immediately if a bill is disapproved.

5604. Payment of bills - Penalty

4. Any bill approved for payment pursuant to Section 3.1 shall be paid within 30 days after the date of approval. If payment is not made within such 30 day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each month or fraction thereof after the expiration of such 30 day period, until final payment is made.

Paragraph 5603 of this chapter.

5605. Failure to approve bills - Penalty for late payment.

5. If the local government official or agency whose approval is required for any bill fails to approve or disapprove that bill within the period provided for approval by Section 3.1 the penalty for late payment of that bill shall be computed from the date 60 days after the receipt of that bill or the date 60 days after the goods or services are received, whichever is later.

Paragraph 5603 of this chapter.

LOCAL GOVERNMENT PROMPT PAYMENT ACT (CONTINUED)

5606. Time periods

6. The time periods specified in Section 3, 4 and 5.1 as they pertain to particular goods or services, are superseded by any greater time periods as agreed to by the local government agency and the particular vendor.

Added by P.A. 85-1159, 2.2, eff. Aug. 4, 1988.

Paragraph 5603, 5604 and 5605 of this chapter.

5607. Funds appropriated or controlled by state - Certification

7. If funds from which the local governmental official or agency is to pay for goods or services are funds appropriated or controlled by the State, then the local governmental official or agency may certify to the State Treasurer, Comptroller and State agency responsible for administrating such funds that a specified amount is anticipated to be necessary within 45 days after certification to pay for specified goods or services and that such amount is not currently available to the local governmental official or agency. The State Treasurer, Comptroller and State agency shall than expedite distribution of funds to the local governmental unit to make such payments. The certification shall be mailed on the date of certification by certified U.S. mail, return receipt requested. Any interest penalty incurred by the local governmental unit under Section 3 or 4.1 because of the failure of funds to be distributed from the State to the local governmental unit within 45 day period shall be reimbursed by the State to the local governmental unit as an amount in addition to the funds to be otherwise distributed from the State.

Added by P.A. 85-1159 2-2, eff. Aug. 4, 1988.

Paragraph 5603 or 5604 of this chapter.



VILLAGE OF BENSENVILLE

Contract Document Number
PW-2012-02

Volk Brothers Phase II CBDG - Resident Engineering

Proposals Due:	3:00 P.M., January 13, 2012 Public Works Building 717 E. Jefferson Street, Bensenville
-----------------------	---

December 22, 2011

Obtain information from and submit proposals to:

Joseph M. Caracci, P.E.
Director of Public Works
Village of Bensenville
717 E. Jefferson Street
Bensenville, Illinois 60106
(630) 350-3435

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of the contract executed between the Village of Bensenville and any successful firm.

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December 22, 2011

Re: Short List Submittal Request

Dear Consultant:

The Village of Bensenville Public Works Department will accept sealed proposals until 3:00 P.M., January 6, 2012 for the VOLK BROTHERS PHASE II CBDG – RESIDENT ENGINEERING.

Please refer to your submittal in response to our Request for Qualifications of January 28, 2011, as it contains all the general and special provisions for professional services. Take note of the necessary signatures, various submission requirements and proposal criteria for this submittal. Please submit one original and four copies of your proposal.

In an attempt to expedite the selection process, we ask that a separate sealed envelope be submitted as part of this package that includes work effort and fee anticipated for the project based on your submitted understanding and scope for the project. This envelope will be returned (unopened) in the event your firm is not selected as the Most Qualified Firm (MQF).

This request is being sent to selected firms short-listed for Resident Engineering. You have the option of submitting. Choosing to decline work will not be viewed nor interpreted negatively. Firms so declining shall remain eligible for future short-list project work.

The Village of Bensenville reserves the right to reject any or all proposals, to waive any and all technicalities or to accept the proposal deemed most advantageous to the Village of Bensenville.

We welcome your submittal.

Sincerely,

Village of Bensenville

Joseph M. Caracci

Joseph M. Caracci, P.E.
Director of Public Works

**SPECIAL PROVISIONS
AND
REQUEST FOR PROPOSAL
FOR
VOLK BROTHERS PHASE II CDBG**

INTRODUCTION

The Village of Bensenville is seeking a professional firm to perform Resident Engineering Services, including but not limited to, construction lay-out, management, observation, inspection and construction schedule monitoring, to insure timely completion of, and quality in the constructed product, to measure in place quantities, to keep accurate quantity books and to prepare progress payouts, change orders and record drawings. The desired services are inclusive of providing all services necessary to document construction of the project. This project will require careful monitoring of construction progress.

BACKGROUND

The Volk Brothers Phase II CDBG Project is anticipated to begin construction in Spring 2012. The project will consist of roadway reconstruction from a rural cross section to an urban cross section. New curb and gutter, driveway approaches, asphalt roadway, closed drainage system, and various other infrastructure improvements will be included along Wood Avenue (Henderson to Foley), Henderson Street (Wood to Grove), and Foley Street (Wood to Grove). The project will be partially funded through the CDBG Program administered by DuPage County as well as an infrastructure grant through DCEO sponsored by Representative Saviano. Design and development of construction documents were performed by James J. Benes and Associates. The project is currently planned to be locally bid in early February 2012 for construction.

CONSTRUCTION CONTRACT DOCUMENTS

Plans and Specifications will be made available for download at the Village's official website (www.bensenville.il.us) by following the links to "Departments" – "Public Works" – "Professional Services". ENGINEERS may also request an electronic copy from the Village or arrange for an upload to their FTP site (if available).

GENERAL SCOPE OF SERVICES

The ENGINEER will perform or be responsible for the performance of the services listed in the "General Scope of Services" section in the Request for Qualifications for Resident Engineering Short-List in connection with this project. The ENGINEER shall furnish or cause to be furnished an appropriate number of qualified engineers, construction observers and technical personnel to perform the required services.

The ENGINEER should amplify, clarify or expand on the scope of services as appropriate and necessary for the proper performance and completion of the project.

PROVISIONS BY BENSENVILLE

The VILLAGE will provide the following information and services to the ENGINEER:

1. Design reports, plans, specifications, geotechnical investigations (if any), and bid tabulations.
2. Utility maps for water, sewer and street lighting.
3. Standard VILLAGE forms in paper and electronic formats.
4. Autocad drawing file(s) for producing record drawings.

PERIOD OF PERFORMANCE

The duration of the work shall coincide with the Contractor's schedule. The majority of observation work should be completed by fall 2012. Project close-out and completion of all required documentation in accordance with Village is included and the work effort should reflect the appropriate time considerations to complete the documentation in a timely manner.

The ENGINEER shall provide sufficient staff to properly perform all of the required services in a timely manner, so as to not delay completion of the project.

SELECTION AND PROJECT SCHEDULE

The selection process will entail multiple steps:

1. Issuance of the RFP by the VILLAGE.
2. Submittal of written proposals from the ENGINEER's. The submittal shall include the Engineer's Project Understanding, Scope of Work and other pertinent information to enable the VILLAGE to determine the Most Qualified Firm (MQF) for this project. The ENGINEER shall provide a detailed and thorough analysis of the project and the scope of work to clearly demonstrate his understanding and insight into the project.
3. The VILLAGE's selection committee will review the proposals received and rank the firms in order to determine the MQF for this project.
4. The selection committee will then open the sealed work effort and fee envelope (for the MFQ only) and review the work effort and fee proposal in conjunction with the Engineer's Project Understanding and Scope of Work, and will meet with the MQF to negotiate the scope of work, the work effort and the fee. If the VILLAGE and the ENGINEER come to agreement over the scope of work, the work effort and the fee, then the VILLAGE will prepare an engineering agreement between the VILLAGE and the ENGINNER for execution by the ENGINEER and VILLAGE. If the VILLAGE and the ENGINEER cannot come to agreement over the scope of work, the work effort and the fee, then the VILLAGE will proceed to negotiate with the second ranked firm.

Selection Schedule

Request for Proposal Issued	12/22/2011
Proposals Due	01/13/2012
Selection Committee Evaluation	01/13/2012-01/20/2012
Recommendation to I&E Committee	02/21/2012
Recommendation to Board	02/28/2012

Project (Construction) Schedule

Project Bidding	02/10/2012
Recommendation to I&E Committee	02/21/2012
Recommendation to Board	02/28/2012
Preconstruction Meeting	03/2012
Notice to Proceed	03/2012

Substantial Completion	10/2012
Project Closeout & Record Drawings	Not later than 11/31/2012

PROPOSAL FORMAT

The name of the firm and the location of the office which will have responsibility for this project must be indicated along with the name, address and phone number of a contact person responsible for and knowledgeable of this proposal. List the project team in the format outlined in the January 28, 2011 RFQ. Include only similar municipal project experience for proposed team members. Include only résumés not contained in your February 12, 2010, Statement of Qualifications.

Proposals shall be organized in the following manner.

- Introduction
- Project Understanding
- Scope of Work
- Proposed Schedule
- Project Team and Organization Chart
- Resume's (if needed) – please do not resubmit resumes from SOQ
- Project Proposal Form

Submit one original and four copies of your proposal. The VILLAGE would also appreciate one electronic version of your proposal on CD/DVD/ZIP DRIVE.

In an attempt to expedite the selection process, we ask that a separate sealed envelope be submitted as part of this package that includes work effort and fee anticipated for the project based on your submitted understanding and scope for the project. This envelope will be returned (unopened) in the event your firm is not selected as the Most Qualified Firm (MQF).

Provide an hourly break-down for the project elements identified in your Project Understanding and Scope of Work. Your multiplier for this project must be indicated. Include a detailed listing of items which are not included in the multiplier which would be billed as reimbursable expenses. **The actual fee shall be negotiated based upon concurrence of the project scope and work effort.**

VILLAGE OF BENSENVILLE SHORT-LIST PROJECT PROPOSAL FORM

We hereby agree to furnish to the VILLAGE, services as outlined in the accompanying proposal in accordance with provisions, instructions, and specifications of the VILLAGE. This form must be signed by an authorized agent of the ENGINEER. If the ENGINEER is a corporation, the corporate seal must be affixed.

The successful ENGINEER will be required to agree to sign the VILLAGE contract and appendices (sexual harassment policy, tax liability, and CDL testing). They are provided for the ENGINEER'S information in Appendices 1 and 2 of the January 28, 2011 Request for Qualifications.

The proposal shall be binding for ninety (90) days following the proposal due date.
My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in the Notice of Request for Proposals for VOLK BROTHERS PHASE II CBDG - RESIDENT ENGINEERING.

I/We certify that I/We am/are authorized to sign as an agent(s) of the firm:

PLACE CORPORATE SEAL HERE

By.....: _____
Print Name.....: _____
Position / Title.....: _____
Company Name.....: _____
Address Line 1.....: _____
Address Line 2.....: _____
Telephone.....: _____



Engineering Enterprises, Inc.



Proposal:

Professional Engineering Services

Volk Brothers Phase II CBDG - Resident Engineering

Part A

January 13, 2012



January 13, 2012

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

**Re: Request for Proposal
Resident Engineering for Volk Brothers Phase II CDBG – Resident Engineering
Village of Bensenville, Illinois**

Dear Mr. Caracci:

Engineering Enterprises, Inc. (EEI) herein submits our qualifications for the Volk Brothers Phase II CDBG – Resident Engineering services. Enclosed are one (1) original and four (4) copies as well as one (1) electronic version of our Statement of Qualifications and Proposal that has been carefully compiled to address all of the elements in your Request for Proposal.

EEI has assembled a project team consisting of our most qualified engineering talent with experience and expertise in the construction of municipal infrastructure improvements to assist the Village of Bensenville with the resident engineering services for this project.

Characteristics of our qualifications that set us apart from our competition are summarized as follows:

- **Public Sector Customer Emphasis:** EEI is a civil engineering and land surveying firm exclusively serving the public sector needs of municipalities located throughout the Chicago metropolitan area. 90% + of our professional fees are accrued in the performance of municipal engineering services while the remaining portion comes from our work with various architects where we have been engaged in civil engineering site design and stormwater management services on public sector facility projects (i.e., Village Halls, Police Stations, Fire Stations, Public Works Facilities, etc). Our staff includes personnel that have served as elected and former professional municipal public officials. We understand the needs and challenges that local officials like you face in planning, design and construction of infrastructure improvements. We listen to your direction and implement projects in accordance with the specific characteristics of the Village of Bensenville and its citizens.
- **Proven Municipal Project Know How:** EEI has established an outstanding record of successful municipal roadway improvement projects demonstrating proven expertise in the areas of pavement rehabilitation, pavement reconstruction, utility (water main, sanitary sewer and storm sewer) installation and replacement as well as various transportation improvements following IDOT, County DOTs and local agency standards. The quality and volume of similar work that we have successfully completed clearly demonstrates EEI's focus on client satisfaction and technical excellence.

- Solid Project Documentation and Reporting: EEI's documentation and reporting systems provide municipal managers with timely and accurate reports regarding the progress of work and issues related to contract implementation. Armed with this information, Bensenville staff can provide elected officials and neighborhood residents with reliable information that enhances staff credibility.
- EEI Project Management Tools: The EEI project team proposes to utilize several project management tools to guide the project to a successful completion – scope, schedule and budget. The project team has taken the time to fully think through the project by developing a detailed project approach.
- Experienced Public Outreach and Project Concurrence Skills: EEI's Resident Engineers employ a friendly and approachable attitude and demeanor that encourages non-confrontational communication with project stakeholders (residents, schools, etc.). Our public sector municipal engineering background has provided extensive opportunities for this activity. EEI's proactive approach to working with individual property owners and their concerns during construction results in strong stakeholder satisfaction.
- Extensive CDBG Project Management Experience: EEI has demonstrated successful professional engineering design and construction services on numerous CDBG and DCEO funded improvement projects and is proficient in CDBG and DCEO program documentation requirements and procedures.

These and other attributes that we have articulated in the pages of our submittal, identify the unique advantages that the EEI project team has to offer the Village of Bensenville on the Volk Brothers Phase II CDBG Resident Engineering. We offer the Village of Bensenville our award-winning project record and qualifications. We invite you to contact the references provided in our proposal package to learn firsthand how we exceed our client's expectations. Should you have any questions or require additional information, please do not hesitate to contact us.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.



Thomas W. Talsma
Vice President
Principal-In-Charge



Bradley P. Sanderson, P.E.
Vice President
Project Manager



Part A

I. Contact Information

II. Project Understanding

III. Project Scope

IV. Project Schedule

V. Project Team / Resumes

- Organizational Chart
- Resumes

VI. Similar Project Experience

VII. Project Proposal Form



I. Contact Information

Contact:

Bradley P. Sanderson, P.E.

Vice President

**Address:**

52 Wheeler Road
Sugar Grove, IL 60554

Telephone:

(630) 466-6700 General
(630) 466-6720 Direct

Cell Phone:

(630) 816-0957

Fax:

(630) 466-6701

Email:

bsanderson@eeiweb.com

Office Location



II. Project Understanding

The Village of Bensenville plans to reconstruct Wood Avenue, Henderson Street, and Foley Street within the Volk Brothers subdivision as part of an ongoing Community Development Block Grant project started in 2009. The project will also utilize an infrastructure grant through DCEO to transform rural section residential roadways into urban section roadways with the addition of a closed drainage system. Construction is scheduled to begin in March of 2012 and will be completed in October of 2012. Final project close out will be completed by the end of November 2012. The plans and specifications were prepared by James J. Benes and Associates, Inc., with a bid opening scheduled for February 2012.

The project includes the following construction highlights:

- 1,580 linear feet of roadway reconstruction (Wood Avenue, Henderson Street, and Foley Street)
- 3,070 linear feet of new curb and gutter on reconstructed streets
- 12,480 square feet of new sidewalks (including new sidewalks on both sides of Henderson and Foley Streets)
- 660 square yards of driveway pavement, replacing all aprons in the improvement area.
- 1,220 linear feet of new storm sewer (with an additional 950 linear feet of 4-inch PVC storm sewer to tie in existing sump lines)
- 3,500 square yards of sodding and fine grading for improvement of drainage and parkways within the improvement area.

Engineering Enterprises, Inc. (EEI) has a firm understanding of all aspects of civil project requirements. Our knowledge and experience encompasses each of the critical construction elements, emphasizing construction engineering requirements and Village expectations throughout the project construction. We further understand that the project will require the highest level of on-site resident engineering, grant administration, quality control practices and documentation. Our detailed understanding of the project is described in the following sections.

Critical Construction Elements

- Tree Pruning and Removal; Tree Root Pruning
- Grading, Excavation, Removal of Unsuitable Material and Undercut
- Driveway and Driveway Apron Removal
- Storm Sewer Abandonment, Removal and New Installation
- Base Course Installation
- New Concrete Curb and Gutter
- New PCC Sidewalk (Various Locations)
- New Driveway Aprons
- Hot-Mix Asphalt Paving
- Parkway Restoration (with Sod and Supplemental Watering)
- Maintenance of access for residents, adjacent locations of high traffic volume generators such as the Park District and Fenton High School, emergency vehicles, mail, and garbage pick up
- Traffic Control and Detours
- Erosion Control
- All Other Ancillary Work Items

Roadway Rehabilitation and Existing Conditions

Currently, roadways within the improvement area are of substandard widths and rural cross-section. Pavement widths on Henderson and Foley Streets range from approximately 14 to 16 feet wide and the width of Wood Avenue ranges from approximately 16 to 18 feet wide. These narrow widths make two-way navigation difficult. Currently, there are no sidewalks on Henderson or Foley Streets. This forces pedestrians to share the narrow roadways with traffic to access nearby attractions such as the Park District facilities and Fenton High School.

The existing open drainage system also causes problems in the residential subdivision. Water from rainfall events and from sump pumps must travel long distances over ground before eventually finding their outlet. The longitudinal slopes of the existing ditches that collect this water are too flat to provide efficient drainage. Water must travel through a series of deteriorated driveway culverts prior to finding the nearest inlets. The selected method of transforming the rural roadways to urban sections with a closed drainage system will correct these issues. Sump lines will be connected to the new closed system and roadway drainage will be contained. The new roadway profiles will also have increased slopes to more efficiently drain run-off from paved areas.



Substandard street widths make two-way navigation difficult on Henderson and Foley Streets



Residential sump lines currently flow above ground. Currently, slopes of the open drainage system are insufficient for proper drainage.



Water must travel through a series of deteriorated culverts before reaching the outfall.

Changing the roadway profile for more efficient drainage will present its own challenges. In addition to addressing the roadway issues as a part of the reconstruction, other elements will also be rehabilitated, such as the driveway approaches, parkways and other ancillary items located within the right-of-way and adjacent to the major construction elements. It is our understanding that the Village will be correcting all of these ancillary inadequacies, therefore the Resident Engineer (RE) will need to be "one step ahead of the contractor" to ensure that no problem goes unresolved. Prior to placement of curb and gutter or sidewalks, the RE will field verify grades at each driveway as well as existing and proposed parkway grading to ensure that after the curb and gutter and sidewalk is placed, the driveway aprons and parkways will have the necessary grade for proper drainage. Any issues will be discussed with the contractor and corrective action will be taken prior to the upcoming concrete pour. Many aprons on this project are flat or pitched towards the right-of-way. Field verification during construction will be necessary to ensure that existing drainage patterns are maintained and planned drainage patterns are obtained.



Addition of sidewalks and parkway grading for new curbs may block existing drainage such as the existing drainage patterns found on these lots between 168 and 152 and lot 145 on Henderson Street.



This deteriorated section of roadway along Wood Avenue may require significant undercut.

The revised roadway profiles will require excavation through the existing roadway sub-base into virgin ground. As a result, a significant amount of removal and disposal of unsuitable material is anticipated. However, it appears that areas of significant base deterioration are limited and that the selected approach of undercuts and geotechnical fabric should correct any significant problems. Prior to construction, the RE will document any areas that indicate base problems; while this will not reduce any of the required geotechnical testing or proof rolls during construction, identifying potential problem areas prior to pavement removal will ensure that every problem area is addressed prior to paving.



II. Project Understanding

In addition to conducting a thorough review of the project prior to construction in order to identify critical construction elements, the RE and his support inspectors will document existing conditions off the right-of-way. In many cases, these photos and videos can be used to determine if any damage was caused outside of the project limits, or can be used to document existing conditions that cannot be corrected within the scope of the project. Conducting these visits during rainfall events to document existing problems is typically extremely useful for documenting these conditions.

Every aspect of construction will be reviewed with the Contractor prior to commencement. In instances such as curb and gutter and sidewalk (as previously discussed) this ensures that the Contractor and his sub-contractors know what is expected. Another example of the communication required between all parties before operations begin is maintenance of access for local attractions, residents, mail, garbage pick-up, and emergency vehicles.

Construction Staging

Due to the significant amount of storm sewer required for this project, it is anticipated that the contractor will require areas for material storage and stockpiles during that stage of construction. Due to limited availability of staging areas, the RE will need to work closely with the contractor and the Village to ensure that the areas selected are not hazardous to motorists and are not located on private property. Potential locations would be along the parkway in areas with no sidewalk or possibly on the south side of Wood Avenue where the parkway is wide and relatively flat.

While the contractor has control of the execution and staging of the work, the RE will play a critical role in monitoring the construction activities and documenting progress. By conducting weekly progress meetings and staying in close contact with the Village, the RE will provide the necessary coordination to facilitate the timely completion of this project.

Maintenance of Traffic

The RE will ensure that the Contractor's operations will not significantly impact traffic and pedestrian flow to nearby traffic generating locations. Public access to the John D. Varble Park, the Deer Grove Leisure Center and Water Park, Blackhawk Middle School and Fenton High School will need to be maintained during construction. Ensuring adequate maintenance of project signage and barricades, proper application of Traffic Control Procedures, as well as keeping the site roadways, sidewalks and parkways clean and orderly will facilitate this process.

While some disturbances for residents are anticipated as all driveway aprons are to be replaced and many mail boxes relocated, the intention throughout the project will be to keep these disturbances to an absolute minimum. All civil services



One of the main entrances to Fenton High School is aligned with the end of Henderson Street.



II. Project Understanding

will be capable of continuous operation and emergency access will not be impeded. Streets within and adjacent to the project will be kept in a clean and serviceable condition as possible through the construction process.

By implementing standard traffic control devices and measures, the existing sidewalks (when present) will be available for use throughout the duration of the project; when not available for use, other accommodations shall be provided; the RE will need to review the adequacy of all signage safety of the environment for pedestrians.

Mail delivery, garbage pick-up, bus routes and emergency access will undoubtedly be affected throughout the duration of this project. Coordination and communication with those entities will ensure that uninterrupted services are maintained and that the service providers can revise their routes as needed. Regarding emergency vehicles, it is our intent to provide weekly updates to the various parties involved with the project, which would include the police and fire departments. Keeping these entities informed of the most recent activities and providing them with the 24-hour emergency contact information for the contractor and the RE will avoid potential for hazardous situations.

Additionally, maintaining at least one lane of access for emergency vehicles throughout the duration of the project at all times will be required; the roadway will be inspected at the end of each day to ensure that the site is safe and that the necessary traffic control measures are working and are in the proper location.

Communication

Communication will be one of the most critical elements for the RE, maintaining an open line of communication with the Contractor, Village, Residents, and other entities as required. Each entity will require a different level of communication focusing on different elements that will be of the most importance. Staging construction to minimize the distance between alternative parking areas for each roadway and significant advance coordination with residents will be required. Residents will need to be well informed in a timely fashion regarding any lack of access to driveways. Additionally, some residents must be given an opportunity to manage or relocate personal property or landscaping within the right of way. Yet another involved coordination effort, given the narrow width of the existing streets and the change in the vertical profile may be with garbage pick-up and mail delivery. Identifying these elements in advance of construction can only be accomplished through exhaustive communication efforts.

Construction Engineering Requirements and Village Expectations

In addition to the critical construction elements described in our understanding above, we also understand the Village's expectations in regards to the construction engineering services to be provided as follows:

- **Construction Administration** – Consisting of Preparation of Pay Estimates, Grant Administration, Change Orders and other project related documentation
- **Inspection Services** – Consisting of Resident Engineering, Construction Inspection and Reporting, Material Testing and Verification of Contractor's Layout/Staking
- **Project Documentation** – All Project Documentation Fully Compliant with Village Requirements, or IDOT Documentation Procedures for Federally Funded Projects (whichever is stricter)
- **Project Closeout/Record Drawings** – Prepare Closeout Documentation in Compliance with Village Requirements



II. Project Understanding

In addition to the items discussed above, the true success of this project will require continual communication with the Contractor, Village, residents and other governing agencies throughout the process. By providing our contact information to all interested parties and ensuring that they know how to contact the RE, many issues can be avoided or quickly corrected to minimize disturbances. Additionally, providing weekly updates via flyers, door hangers, the Village's website or a project website will ensure that all interested parties are kept informed and are prepared for each phase of construction. In summary, we understand that the Village expects the project to proceed in a manner consistent with the exceptional level of service that the residents of Bensenville have come to expect. In addition to our project understanding, the *Scope of Services* Section in this proposal further outlines the services we expect to provide on this project.



III. Project Scope

Engineering Enterprises, Inc. (EEI) was provided with a copy of the bid documents, special provisions and plan set for this project and a brief description of the construction engineering services the consultant is to provide. In general, the Village will require the services of a consulting firm to provide project administration, inspection and documentation. Our anticipated scope is as follows:

Prior to Pre-Construction Conference

Prior to the Pre-Construction Conference (Pre-Con), the Resident Engineer (RE), Project Manager (PM) and supplemental inspection staff will review the project plans and specifications for any items to be clarified by the design engineer or Village Staff. In particular, quantity verification and preparation of the necessary documentation items including quantity books, field books and a daily diary, as well as any other items that will facilitate efficient preparation of future documents such as pay estimates and change orders during construction. Photos and videos of the existing conditions will be gathered to provide comparisons during and after construction.

Pre-Construction Conference

EEI will conduct a Pre-Con to review specific Village concerns and invite non-engineering personnel (such as the police department, fire department, etc.). The PM will prepare an outline for the Pre-Con, which will be submitted in draft form to the Village for review prior to commencement of the conference. The PM will proceed through the outline at the Pre-Con to review project specific items such as start date, progress schedule, traffic control and staging, staging areas, sequence of operations, utility concerns, material specifications, material testing requirements, payroll requirements, dates for submission of invoices, Village concerns, working hours, resident driveways/access, parking, refuse collection, pedestrian safety, tree protection, permit requirements and any other items related to construction or items that the Village or Contractor wishes to discuss. The 24-hour emergency contact information for the Village, Contractor and Engineer will also be established – the 24-hour contact for the RE will be the same as the mobile number utilized during working hours for simplicity. Other information related to material suppliers, sub-contractors and Contractor registration will be reviewed and any comments will be provided to the Village for consideration. The PM will prepare and distribute copies of the minutes following the Pre-Con along with all other pertinent information (emergency contact information, material suppliers, schedule, list of sub-contractors and contact information, etc.) from the meeting. After a thorough review of the information provided by the Contractor, the RE and PM will discuss any issues with the Village.

Shop Drawings

EEI will review and approve all shop drawings and material submittals. At the Pre-Con, the RE will deliver to the Contractor a list of expected shop drawing submittals in conformance with the project specifications, with the clear understanding that no work can commence unless the material has been approved. The RE will also complete a thorough inspection in the field to ensure that the materials delivered are in conformance with the approved shop drawings. Such anticipated submittals will include, but not be limited to: cut sheets, QC Plans for HMA and PCC, etc.

The PM will maintain a detailed log identifying when items were received, reviewed and returned to the Contractor (either as approved or with notes regarding the items in need of correction). Throughout the process, the PM will focus on immediate turnaround of review comments. When permissible by specification, the PM and RE will review



III. Project Scope

alternative submissions and provide recommendations to the Village regarding acceptance and suitability of alternatives. In the event that the Contractor moves forward without approved shop drawings, he will be notified that the work will be considered non-conforming and will not be eligible for payment.

Construction Surveying – Layout Verification

Per the project specifications, it is the responsibility of the Contractor to provide the construction staking on this project. EEI has the necessary office and field survey staff to provide any of the survey items required under the contract. This will consist of layout of all benchmarks, centerline control points, benchmarks (outside of the construction line) and random checks throughout construction. In addition to random checks provided by the EEI survey department, the RE will have the ability to identify any potential issues and determine if the layout is in conformance with the plans.

On-Site Inspection Services

Throughout the duration of construction, the RE will perform on-site inspection and serve as the Village's point of contact with the Contractor. This full time supervision will encompass all of the necessary inspection, approvals, documentation, reporting, measurements, quantity verification and all other items required to facilitate timely construction by the Contractor while maintaining the quality of the end product. In addition to the detailed requirements provided by the Village, we envision the following items to be performed on a daily basis whenever the Contractor is on-site and periodic site visits even when no work is underway:

Erosion Control

The RE will review erosion control inspections throughout the duration of construction in conformance with all local requirements and also the requirements of all permitting agencies for the project. Due to the amount of surface flow generated by both rainfall and residential sources, particular attention to erosion control maintenance will be required to ensure conformance with the various permits and to prevent damage to private property or Village infrastructure. Deficiencies will be noted and brought to the attention of the Contractor for immediate correction; the on-site records will indicate the communication to the Contractor, the corrective action taken and the time between notification and correction.

Traffic Control

The RE will conduct the required daytime inspections and will monitor daily activities for conformance to accepted methods of directing and controlling local traffic within and around the work zone. The RE will also review the nighttime traffic control for adequacy, including visibility of signs, proper operation of flashers, sign placement, etc. Additionally, as required by the Village, any deficiencies will also be reported back to the Village in addition to the Contractor. The RE will ensure that the site is maintained properly to facilitate daily access as well as emergency vehicle access. In addition to the highway standards and protocols referenced in the special provisions the RE will also review the adequacy of protection for materials stored on-site and general project conditions.



III. Project Scope

Material Inspection

The RE will coordinate all material testing activities a minimum of one day in advance of the need for such services. In accordance with QC/QA testing procedures, the RE will review the suggested testing frequency provided by the Contractor and work with Testing Service Corporation (TSC) to make sure the Village is covered in relation to the QA testing obligations.

The RE will inspect the storm sewer pipe and structures, frames and lids, detectable warnings and all other materials that require certification (rather than on-site material testing) as they are delivered to the site. In the event that materials that are not approved are utilized, the RE will inform the Contractor that no payment will be made and the Village will be contacted as necessary. EEI will also maintain the necessary documentation files such that the project can be reviewed at the Village's request to avoid delays in project closeout and acceptance.

For products that have approved shop drawings per submittal requirements, the RE will review the delivered materials to ensure that the materials conform to the approved shop drawings. Similar to materials that require certification, any incorrect items or items for which no shop drawing reviews have been performed will be identified and the Contractor will be notified. No payment will be made for nonconforming materials which will be conveyed to the Contractor and noted in the daily diary.

Hot-Mix Asphalt and Portland Cement Concrete

As these items arrive on-site, the majority of the testing will be performed by the QC and QA material testing companies. However, the RE will collect and initial tickets to verify payment quantity and will generally observe that the materials are delivered to the site in conformance with the specifications (tarps on asphalt trucks, proper asphalt temperature, limited water added to concrete on-site, etc.).

Prior to commencing the construction activities, the RE will review the equipment the Contractor has on-site for the upcoming work item. If the Contractor does not have the specified equipment (proper rollers, paver, hand vibrators for concrete, curing compound, concrete protection, etc.) he will be notified and no payment will be made for materials that are not installed with the proper equipment. If inclement weather is expected, the RE will review the forecast with the Contractor to determine if postponing the work is appropriate.

Underground Utilities

In addition to the standard tests and televising required for approval of underground utility installation, the RE will minimize potential conflicts by reviewing grades and locations with the Contractor in advance of installation. Specifically, review of the residential sump pump locations and grades will be reviewed and adjusted as necessary. On-going as-built record drawings documenting underground facilities will be maintained during construction.

While inspecting and observing operations, the RE will review compliance with installation specifications as detailed in the manufacturer's instructions, the special provisions and the standard construction manuals as referenced in the plans and specifications.



III. Project Scope

Prior to commencing the construction activities, the RE will review the equipment and materials the Contractor has on-site. If the Contractor does not have the specified equipment or materials, the RE will bring that to the attention of the Contractor to minimize delays around open excavations.

Project Documentation

The RE and supplemental inspection staff will maintain a daily project diary taking note of weather conditions, work performed, hours of operation, general observations, issues, important discussions with the Contractor (on-site decisions/directions) or others directly involved in the project and documentation of visitors to the site. The necessary measurements will be taken on a daily basis to ensure proper pay quantities are calculated and that the daily reports adequately reflect work completed. Traffic control will be documented twice daily (at a minimum) and the status of previously noted traffic control deficiencies will be recorded.

In conjunction with the proposed inspection services and documentation, all installed quantities will be measured and documented in accordance with IDOT standards. Measurements and computations will be provided to the Village and Contractor for independent verification when requested. The RE and all proposed supplementary inspection personnel have completed the required IDOT documentation training and are familiar with the IDOT measurement for payment details. When specified differently in the special provisions, measurement for payment will be in accordance with the Village requirements.

Any and all deficiencies in quality of work will be documented appropriately and brought to the attention of the Village and the Contractor. All field books, daily reports, diaries, correspondence and other materials will be organized and available for review by the Village at their discretion. Further, a photo log will be maintained to document activities and to supplement record drawings.

Contract Administration

Prior to the commencement of construction activities, the RE and PM will review the progress schedule delivered by the Contractor at (or prior to) the Pre-Con. Generally, the review will consist of assessing the feasibility of the timelines provided, as well as verifying the feasibility of the sequencing. Comments and suggested revisions will be provided to the Village and Contractor prior to construction.

On a weekly basis (or more frequently as necessary based on construction activities) the RE will provide the Village and others involved with the project a written update on the status of work completed and the projected work activities for the coming week. This status report will also provide a summary of the construction progress in relation to the schedule originally proposed by the Contractor. This will allow for early identification of the Contractor's ability to complete the project on time and any need for corrective actions to restore integrity of the approved schedule. As necessary, the PM and RE will work with the Contractor to develop a plan to correct any identified scheduling issues.

The RE will also monitor installed quantities and relate them back to the planned quantities. In the event that discrepancies are identified, verification calculations will be provided to determine the cause of the discrepancy. In the event that any additional payment is justified, either due to design errors, field modifications or scope changes,



III. Project Scope

the RE will prepare the necessary change orders and review them with Village staff. The RE will prepare the necessary paperwork associated with change order processing in conformance with Village standards. In the event that a change order is required due to a scope change, prior approval will be coordinated with the Village in advance of directing the Contractor to proceed; no deviation from the Contract Documents will be permitted without the prior consent of the Village.

As construction progresses, the RE will prepare a monthly Engineer's Payment Estimate and will confirm the installed quantities with the Contractor. The RE will then complete the payment estimate processing and make that document available for review at the Village level. When the Village concurs with the estimate all supplemental documentation will be gathered and submitted, including all waivers and certified payrolls.

The RE will also conduct on-site weekly progress meetings with the Contractor, Village representatives, utility companies (as necessary), the police (as necessary), and any other interested party. The focus of the meetings will be to review the completed items, construction issues, upcoming work items and overall progress in relation to the completion date. In the event that corrective actions are required in relation to any element of construction, it will be discussed at the meeting and documented in the meeting minutes. The RE will prepare and distribute outlines and minutes from those meetings to all attendees and other interested parties not in attendance.

When required, the RE will serve as a liaison between the Contractor and any permitting or jurisdictional agencies. In particular regard to this project, the RE will correspond with the IEPA and the Village as necessary regarding fulfillment of the LPC-663 permit as filed by the Contractor per the contract special provisions. Should any contaminated material be discovered, the RE will work closely with the Village and the Contractor to verify all permitting and contract requirements are satisfied and scheduling set backs are avoided.

Grant Administration

EEI, at the Village's request, will provide Grant Administration services for this project. EEI will review the Grant Survey and Agreements to incorporate proper documentation and facilitate submittals of required status reports, budget revisions and expenditure reports throughout the duration of the project. If required, EEI will coordinate directly with the Authority representative to facilitate proper disbursements and submittals and will maintain all required documents following the project close out.

Community Relations and Communication

In addition to the Pre-Con, the RE, PM and any potential supplemental inspectors will be available to attend additional meetings. One such meeting may be a public information meeting to introduce the project team to the residents, school officials, and other governing agencies. Allowing the residents to meet the RE, voice their concerns, review the scope and provide information regarding their specific needs generally facilitates a more cooperative working environment. If permitted by the Village, we are also in favor of providing our business cards and contact information directly to the residents, school officials and other governing agencies which will typically allow for immediate response to their concerns or questions. Both the RE and PM contact information will be available for distribution.



III. Project Scope

Based upon the scope of work, frequent communication with the affected property owners is anticipated throughout construction. EEI will deliver progress updates (at a frequency selected by the Village) to residents, school officials and other governing agencies, providing updates on the project progress, upcoming work items and key dates. If directed to do so by the Village, these updates can be provided on the Village website, or via a specific project website developed by EEI.

Closeout Inspections and Project Acceptance

Prior to the final inspection, the RE will review every element of construction within the project limits (and further as necessary to identify any items damaged by the Contractor) and develop a punch list of corrective items. This list, in addition to any comments provided by the Village or other governing agencies, will be provided to the Contractor with the understanding that all corrective items must be addressed prior to final acceptance. The RE will meet on-site with the Contractor to review the required corrective actions and to approve the work performed. Once the work has been completed, a final inspection will be performed by Village Staff, the RE and the Contractor. All final corrective items will be documented, the summary of which will then be provided to the Contractor. Upon correction to the satisfaction of the Village, the RE will issue a letter acknowledging the corrective actions and project acceptance.

To minimize the amount of corrective work required at the end of the project, the RE will also periodically address deficient items with the Contractor. While correction of those items may not be required until final acceptance, it is typically beneficial for the Contractor to know of the issues as soon as possible; many times it reduces the potential need for re-mobilization which results in more immediate correction. A close-out acceptance letter will be prepared and delivered to the Village upon completion of all necessary corrective actions.

Final Documentation and Project Closeout

All payment and quantity calculations will be checked and the final quantities will be provided to the Contractor for review. After quantity concurrence, the final pay estimate and balancing change order will be prepared and submitted for approval. The RE will schedule a meeting with the Village to review the job files. EEI will also prepare all final closeout paperwork and submit to the Village and permitting agencies for final approval. In addition to the original documents related to the project, EEI can also prepare CD's with all information stored in PDF format, including all as-built record drawing information; the as-built information shall be provided within one month of the substantial completion of the project, including full size plans and individual service location sheets.



**PROPOSED SCHEDULE
2011 VOLK BROTHERS CDBG PROJECT
Village of Bensenville, IL**

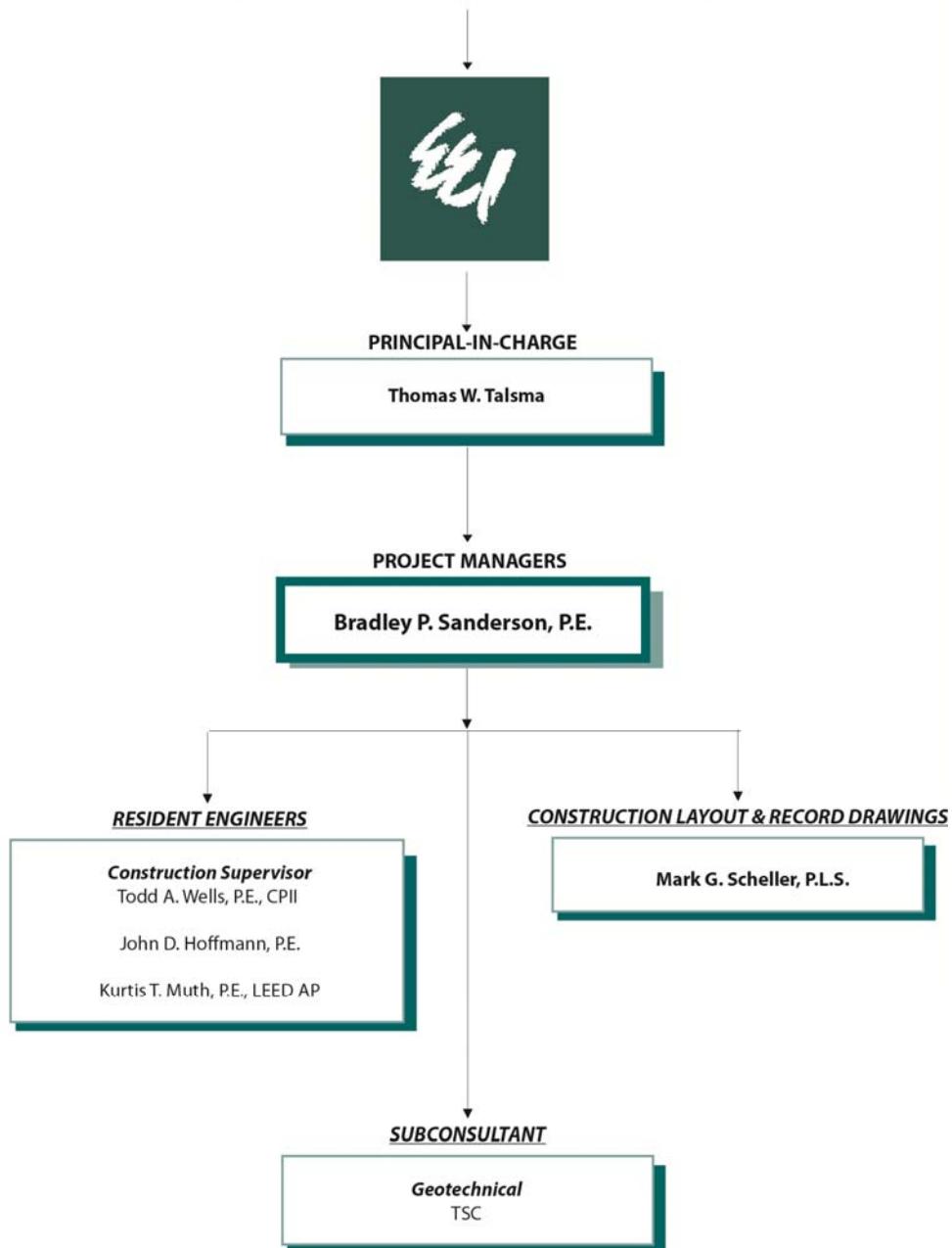


Legend	
	Village Contracting
	Project Construction
	Construction Engineering



V. Project Team / Resumes

Organizational Chart





V. Project Team / Resumes

Resumes

Engineering Enterprises, Inc. (EEI) offers the following additions to our original Statement of Qualifications dated February 12, 2010. At that time John D. Hoffmann was an E.I. and he has now successfully obtained his licensure and is a registered Professional Engineer in the State of Illinois. Kurtis T. Muth, P.E., LEED AP is a new addition to our Project Team that we are proposing.

Name/Registration/ Title	Years of Exp./ @Firm	IDOT/Municipal Project Experience																								
John D. Hoffmann, P.E. / Project Engineer	0/5	<p>Sugar Grove, Illinois – <u>Municipal Drive and Galena Boulevard Extensions (HPP)</u>, Performed construction observation for over 11,500 linear feet of 12-inch water main and appurtenances. The project consisted of new full-depth asphalt pavement for Municipal Drive and Galena Boulevard, widening and resurfacing Illinois Route 47, US Route 30, and east Galena Boulevard with new signalized intersections. Other features of the project consisted of drainage, aggregate subgrade, and curb and gutter. An expedited construction schedule was required in order to have substantial completion prior to the 2009 Solheim Cup, a biennial international golf tournament for professional women golfers from Europe and the United States.</p> <p>Various Local Agencies – <u>Local Agency Pavement Preservation (LAPP) Improvements</u>, Assisted with construction observation services and documentation for eight Local Agency Pavement Preservation (LAPP) improvement projects dating back to 2008. Most projects typically consisted of minor drainage improvements, the replacement of deteriorated sidewalk and curb and gutter, pavement patching, milling, resurfacing, pavement markings and vegetative restoration. The projects are as follows:</p> <table><tbody><tr><td>City of Elgin:</td><td>2010 – Big Timber Road East</td><td>5,700 LF</td></tr><tr><td>City of Geneva:</td><td>2010 – Kaneville Road</td><td>6,460 LF</td></tr><tr><td>City of Warrenville:</td><td>2010 – Batavia Road</td><td>5,940 LF</td></tr><tr><td>Village of Sugar Grove:</td><td>2008 – Hankes Road</td><td>5,800 LF</td></tr><tr><td></td><td>2008 – Wheeler Road</td><td>9,880 LF</td></tr><tr><td></td><td>2010 – Prairie Street</td><td>11,340 LF</td></tr><tr><td></td><td>2011 – Granart Road</td><td>5,055 LF</td></tr><tr><td>United City of Yorkville:</td><td>2009 – Fox Road</td><td>5,340 LF</td></tr></tbody></table> <p>Kaneland Community Unit School District No. 302, Illinois – <u>Esker Drive Improvement</u>, As resident engineer for the \$1.1 million project, provided construction management, QC/QA oversight, construction inspection and pay estimates for the construction of Esker Drive. The improvements consisted of 5,330 linear feet of new rural roadway to connect a new school site located on Harter Road to Wheeler Road in the Village of Sugar Grove. The project included construction of HMA pavement, fly-ash modification, storm sewer, field tiles, stormwater management facilities, pavement marking and signage. The roadway was designed according to IDOT standards. The project was substantially completed in 2010 and dedicated to the Village of Sugar Grove.</p>	City of Elgin:	2010 – Big Timber Road East	5,700 LF	City of Geneva:	2010 – Kaneville Road	6,460 LF	City of Warrenville:	2010 – Batavia Road	5,940 LF	Village of Sugar Grove:	2008 – Hankes Road	5,800 LF		2008 – Wheeler Road	9,880 LF		2010 – Prairie Street	11,340 LF		2011 – Granart Road	5,055 LF	United City of Yorkville:	2009 – Fox Road	5,340 LF
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V. Project Team / Resumes

Resumes

Elgin, Illinois – 2010 Neighborhood Street Resurfacing Program, Assisted in the design engineering and construction inspection services for the resurfacing of 17 miles of streets located throughout the City of Elgin. Prior to the selection of the final 17 miles of roadway to be rehabilitated as a part of this project, approximately 29 miles of roadway were evaluated via onsite inspections and cost estimates were developed to determine the final program. The scope of work consisted of the removal and replacement of deteriorated sidewalk and curb and gutter, pavement patching, milling and resurfacing. Due to the magnitude of the project, significant communication was required with the contractor, City, residents and businesses to ensure successful and timely completion of the project.

Various Clients, Illinois – Annual Motor Fuel Tax (MFT) Street Rehabilitation Programs, Provided construction observation services for improvements in the Villages of Sugar Grove and Montgomery. Construction observation responsibilities include verification of proper materials and construction methods, project documentation, and observation of underground utilities, and restoration.

St. Charles Township, Illinois – Crane Road Estates Roadway Improvements, Assisted with the construction observation of a roadway project converting a subdivision with a rural roadway section including roadway ditches to an urban section with curb and gutter. The roadway length reconstructed was approximately one and a half miles. The improvements included several aesthetic entrance improvements such as an island with gate house, roadway widening, and a vertical curve for traffic calming. The project also included extensive ditch grading, decorative mailbox relocation, and brick paver driveway restoration. Project funded by subdivision homeowners association which required extra coordination of a typical publicly funded roadway project.

Sugar Grove, Illinois – Cardinal Drive Extension, Performed construction inspection for the installation of 375 linear feet of roadway, 375 linear feet of bike path and 500 linear feet of 8-inch water main.

Sugar Grove, Illinois – Granart Road Water Main, Performed construction inspection, assisted in letter of credit reductions and addressed construction concerns of both the contractor and owner in the field. The project featured the installation of 5,000 linear feet of 8 to 12-inch diameter water main including a stream crossing to service Rich Harvest Farms Golf Club.

Sugar Grove, Illinois – Illinois Route 47 and Wheeler Road Water Main Improvements, As resident engineer for the \$880,000 project, provided construction management, construction inspection, documentation, shop drawing review, pay estimates and punch lists. The improvements consisted of the installation of over 10,000 feet of 16-inch diameter water main to provide service to future development, provide redundancy in the system, and ensure required fire flows for the Village of Sugar Grove.



V. Project Team / Resumes

Resumes

		<p>Sugar Grove, Illinois – <u>Dugan Woods to Prairie Glen Water Main Improvements</u>, Provided planning, design, bidding services, and construction inspection for the installation of over 2,600 linear feet of 12-inch diameter water main to provide service to future development, provide redundancy in the system, and ensure required fire flows for the Village of Sugar Grove. Prepared the detailed plans and specifications, engineer's estimate of probable construction costs, contract documents, applied for IEPA permits, and railroad permitting during the design phase. As resident engineer for the project, provided construction management, construction inspection, documentation, shop drawing review, pay estimates, punch lists and coordination for installation under the BNSF railroad.</p> <p>Sugar Grove, Illinois – <u>Development Construction Observation</u>, Coordinated and performed construction observation for commercial and residential developments within Village. Reviewed and made recommendations for bond reduction requests, punch lists, record drawings and closeout documentation. Prepared documentation and participated in pre-construction meetings with Village staff and contractors. Addressed and resolved construction concerns for the contractors, owner, and Village in the field.</p>
Kurtis T. Muth, P.E., LEED AP / Project Engineer	9/6	<p>St. Charles Twp, Illinois – <u>Crane Road Estates Roadway Improvements</u>, Responsible for construction management of a roadway project converting a subdivision with a rural roadway section including roadway ditches to an urban section with curb and gutter. The roadway length reconstructed was approximately one and a half miles. The improvements included several aesthetic entrance improvements such as an island with gate house, roadway widening, and adding a vertical curve for traffic calming. The project also included extensive ditch grading, decorative mailbox relocation, and brick paver driveway restoration. Project funded by subdivision homeowners association which required extra coordination beyond a typical publicly funded roadway project.</p> <p>Village of Montgomery, Illinois – <u>2010 Emergency Repair Program (ERP)</u>, Assisted with Phase III engineering services for the rehabilitation of various roadways throughout the Village of Montgomery. The project consisted of the resurfacing of 5,800 linear feet of roadways and the reconstruction of nearly 2,100 linear feet of Railroad Street in downtown Montgomery. The Railroad Street improvements included the complete reconstruction of the roadway and conversion from a rural cross-section to an urban cross-section with new storm sewer and curb and gutter to address significant drainage issues.</p> <p>Village of Montgomery, Illinois – <u>Baseline Road Pavement Construction and Utility Improvements</u>, Assisted with Phase III engineering services for the \$1.4 million roadway improvement project. Responsibilities included quality assurance, inspection, observation and review of material testing procedures. Roadway construction included new full-depth asphalt pavement for Baseline Road, widening and resurfacing</p>



V. Project Team / Resumes

[Resumes](#)

Horsemen Trail, Caterpillar Drive, curb and gutter, hot-mix asphalt sub-base and surface course, storm sewer, aggregate sub-base and subgrade construction, with temporary and permanent traffic signals.

Various Local Agencies – [Local Agency Pavement Preservation \(LAPP\) Improvements](#). Construction observation for various Local Agency Pavement Preservation (LAPP) improvement projects. These projects typically consisted of minor drainage improvements, replacement of deteriorated sidewalk and curb and gutter, pavement patching, milling and resurfacing and all necessary pavement markings. Periodic inspection of these projects began in 2009 and they were primarily located the Villages of Montgomery and Sugar Grove.



VI. Similar Project Experience

Project / Client	2011 Street Rehabilitation – Raymond Drive / City of Elgin
Scope of Work / (Contractor) / Client POC	<p>This project included the rehabilitation of over 3 miles of roadway in a residential neighborhood in downtown Elgin. The scope of the work included the completed removal and replacement of the existing sidewalk, curb and gutter and driveways, pavement patching, the installation of 5,300 linear feet of new water main, sanitary sewer lining, milling and resurfacing. The project also included rerouting a 36-inch storm sewer with installation depths up to 20 feet underneath under Raymond Street. All necessary permitting with the Illinois Environmental Protection Agency and communication with IDOT to obtain permits for construction within State right-of-way and detours of US Highway 20 ramps was provided.</p> <p>Provided Phase II and III engineering services for the project. Services included, but were not limited to; extensive public information, involvement, coordination and meetings, surveying and topographic mapping, drainage needs review, pipe and structure sizing, cost estimates, re-establishment of vertical and horizontal alignment, preparation of construction plans, specifications, bidding, administration, construction staking and observation. Phase II & III / Local / Trigge Construction / Joe Evers, <i>City Engineer</i>, (847) 931-5958</p>
Project Team	Brad Sanderson, P.E. – QC/QA; Jason Bauer, P.E. – Project Manager; Todd Wells, P.E., CPII – Resident Lead Engineer; Mark Scheller, P.L.S. - Survey
Construction Cost / Fee / Year	\$4,416,000/ \$775,000 / 2011

Project / Client	Crane Road Estates Roadway Improvements / St. Charles Township, Illinois
Scope of Work / (Contractor) / Client POC	<p>This project consisted of converting a subdivision with a rural roadway section including roadway ditches to an urban section with curb and gutter. The roadway length reconstructed was approximately 7,500 linear feet. In addition to the curb and gutter, 1,130 linear feet of storm sewer was constructed, the subdivision roadways were milled and resurfaced and extensive ditch grading was performed. The improvements also included several aesthetic improvements at the subdivision entrance such as an island with gate house, roadway widening, and a vertical curve for traffic calming. The project also required extensive coordination due to decorative mailbox relocation, sprinkler systems located within the right-of-way and brick paver driveway restoration. Phase III / Triggi Construction / Ron Johnson, <i>St. Charles Township Highway Commissioner</i>, (630) 584-3496</p>
Project Team	Dave Burroughs, P.E. – Project Manager; Kurt Muth, P.E. – Lead Resident Engineer; Mark Scheller, P.L.S. – Survey; John Hoffmann, P.E. – Resident Engineer
Construction Cost / Fee / Year	\$860,000 / \$73,000 / 2011



VI. Similar Project Experience

Project / Client	Montgomery Road Widening / City of Aurora
Scope of Work / (Contractor) / Client POC	Widening of 1,250 linear feet of Montgomery Road resulted in a three lane section with a middle turn lane to match the roadway section at either end of the project. Reconstruction included the addition of curb and gutter to a rural roadway section, resurfacing, ditch grading, extending the sanitary sewer 185 linear feet under the roadway, 290 linear feet of storm sewer and streetlighting. Phase II & III / Aurora Blacktop / Lonnie Avery P.E., <i>Construction Coordinator for City of Aurora</i> , (630) 256-3200
Project Team	Dave Burroughs, P.E. – Project Manager; Kurt Muth, P.E. – Lead Design Engineer; Mark Scheller, P.L.S. – Survey; Dan St. Pierre – Design Engineer, Resident Engineer; John Hoffmann, P.E. – Resident Engineer
Construction Cost / Fee / Year	\$538,000 / \$67,000 / 2011
Project / Client	2010 Neighborhood Resurfacing Program / City of Elgin
Scope of Work / (Contractor) / Client POC	Provided preliminary engineering services consisting of onsite evaluation and the preparation of detailed cost estimates for the evaluation of 29 miles of roadways targeted for resurfacing. Additionally provided detailed Phase II and III engineering services for the design and preparation of construction plans, specifications, estimates and resident engineering for the resurfacing of 17 miles of streets located throughout the City of Elgin. The scope of work consisted of removal and replacement of deteriorated sections of sidewalk and curb and gutter, pavement patching, milling and resurfacing. Phase II & III / Local / Arrow Road / Joe Evers, <i>City Engineer, P.E.</i> , (847) 931-5955
Project Team	Brad Sanderson, P.E. – QC/QA, Jason Bauer, P.E. – Project Manager; Sean Mikos, E.I. – Design Engineer; Todd Wells, P.E., CPII – Design and Resident Engineer; Kyle Welte, E.I. – Resident Engineer
Construction Cost / Fee / Year	\$4,080,000 / \$380,000 / 2010
Project / Client	Emergency Repair Program / Village of Montgomery
Scope of Work / (Contractor) / Client POC	Provided grant application assistance and engineering services for the resurfacing of 5,800 linear feet and reconstruction of 2,100 linear feet of roadways in downtown Montgomery. The reconstruction portion of the project included the complete reconstruction of Railroad Street, converting the roadway from a rural cross-section to an urban cross-section with new storm sewer and curb and gutter to address drainage issues. Due to the use of State ERP funds, communication with IDOT was required during the preliminary, design and construction engineering phases. Phase II & III / ERP (IDOT) / Aurora Blacktop, Inc. / Mike Pubentz, P.E., <i>Public Works Director</i> , (630) 896-1354
Project Team	Jason Bauer, P.E. – Project Manager and Design Engineer; Mark Scheller, P.L.S. – Survey, Tim Weidner, P.E. – Design Engineer; Kurt Muth, P.E., LEED AP, Resident Engineer
Construction Cost / Fee / Year	\$720,000 / \$168,000 / 2010



VI. Similar Project Experience

Project / Client	2009 Roadway and Utility Reconstruction / Village of Carpentersville
Scope of Work / (Contractor) / Client POC	The reconstruction of 8,645 linear feet of four residential roadways. Included full depth HMA pavement, curb and gutter, water main replacement, sanitary sewer cured in place pipe lining, sidewalk, restoration, striping, and street lighting. Phase II & III / Local / Di Paolo Company / Scott Marquardt, P.E., <i>Village Engineer</i> , (847) 551-3480
Project Team	Bradley Sanderson, P.E. – Project Manager; Mark Scheller, P.L.S. – Survey; Sean Mikos, E.I. – Design and Resident Engineer
Construction Cost / Fee / Year	\$4,200,000 / \$470,000 / 2009

Project / Client	2008 Roadway and Utility Reconstruction / Village of Carpentersville
Scope of Work / (Contractor) / Client POC	Reconstruction of 7,775 linear feet of seven residential roadways. Included full depth HMA, curb and gutter, water main, storm sewer water services, and sanitary sewer cured in place pipe lining. Phase II & III / MFT & Local / Schlichting Excavating / Scott Marquardt, P.E., <i>Village Engineer</i> , (847) 551-3480
Project Team	Bradley Sanderson, P.E. – Project Manager; Mark Scheller, P.L.S. – Survey; Sean Mikos, E.I. – Design and Resident Engineer
Construction Cost / Fee / Year	\$3,525,000 / \$258,000 / 2008

Project / Client	Jefferson Street Reconstruction / Village of Hampshire
Scope of Work / (Contractor) / Client POC	Reconstruction of 2,300 linear feet of residential roadway. Included full depth HMA, curb and gutter, water main, storm sewer, and sanitary sewer. Coordination with local residents was key to success of project. Phase II & III / Local / Various / Jeff Magnussen, <i>Village President</i> , (847)-683-2181
Project Team	Brad Sanderson, P.E. – Project Manager; Julie Morrison, P.E. – Design Engineer; Sean Mikos, E.I. – Design Engineer; Mark Scheller, P.L.S. – Survey; Todd Wells, P.E., CPII – Resident Engineer
Construction Cost / Fee / Year	\$1,300,000 / \$225,000 / 2007
Project Team	Jason Bauer, P.E. – Project Manager; Tim Weidner, P.E. – Design Engineer; Mark Scheller, P.L.S. – Survey; Gerald Mahnke, P.E., CPII; Todd Wells, P.E., CPII – Resident Engineers
Construction Cost / Fee / Year	\$680,000 / \$125,000 / 2010

Project / Client	Granart Road Local Agency Pavement Preservation (LAPP) Improvement / Village of Sugar Grove
Scope of Work / (Contractor) / Client POC	HMA patching and resurfacing of 5,055 feet of roadway. Phase II & III (Phase III to commence in April 2011)/ STP/ARRA (LAPP) / Aurora Blacktop, Inc. / Anthony Speciale, <i>Public Works Director</i> , (630) 466-7508 ext. 11
Project Team	Jason Bauer, P.E. – Project Manager; Tim Weidner, P.E. – Design Engineer; Mark Scheller, P.L.S. – Survey; John Hoffman, E.I., Resident Engineer
Construction Cost / Fee / Year	\$240,000 / \$35,800 / 2011



VI. Similar Project Experience

Project / Client	Wheeler Road LAPP Improvements / Village of Sugar Grove
Scope of Work / (Contractor) / Client POC	Two miles of roadway full-depth HMA patching and resurfacing. Included curb and gutter repair, hot-in-place recycling, and pavement marking. Phase II & III / STP (LAPP) / Aurora Blacktop, Inc. / Anthony Speciale, <i>Public Works Director</i> , (630) 466-7508 ext. 11
Project Team	Jason Bauer, P.E. – Project Manager; Mark Scheller, P.L.S. – Survey; Tim Weidner, P.E. – Design Engineer; Gerald Mahnke, P.E. CPII; Kyle Welte, E.I.; John Hoffman, E.I. – Resident Engineers
Construction Cost / Fee / Year	\$590,000 / \$75,000 / 2009

Project / Client	Hankes Road LAPP Improvements / Village of Sugar Grove
Scope of Work / (Contractor) / Client POC	One mile of roadway full-depth HMA patching and resurfacing. Included curb and gutter repair, hot-in-place recycling, and pavement marking. Phase II & III / STP (LAPP) / Aurora Blacktop, Inc. / Anthony Speciale, <i>Public Works Director</i> , (630) 466-7508 ext. 11
Project Team	Jason Bauer, P.E. – Project Manager; Mark Scheller, P.L.S. – Survey; Tim Weidner, P.E. – Design Engineer; Gerald Mahnke, P.E. CPII; Kyle Welte, E.I.; John Hoffman, E.I. – Resident Engineers
Construction Cost / Fee / Year	\$325,000 / \$99,000 / 2009

Project / Client	Batavia Road Local Agency Pavement Preservation (LAPP) Improvement / City of Warrenville
Scope of Work / (Contractor) / Client POC	HMA patching and resurfacing of 5,940 linear feet of roadway. Included removal and replacement of deteriorated sidewalk, curb and gutter and driveways, pavement patching, milling, manhole adjustments, pavement striping and restoration. Phase II & III / STP/ARRA (LAPP) / Geneva Construction / Michael Smith, <i>Superintendent of Public Works</i> , (630) 393-9050, ext. 403
Project Team	Jason Bauer, P.E. – Project Manager; Tim Weidner, P.E. – Design Engineer; Mark Scheller, P.L.S. – Survey; Todd Wells, P.E., CPII – Resident Engineer
Construction Cost / Fee / Year	\$563,000 / \$129,000 / 2010

Project / Client	State Street Local Agency Pavement Preservation (LAPP) Improvement / Village of Hampshire
Scope of Work / (Contractor) / Client POC	HMA patching and resurfacing of 6,460 linear feet of roadway. Included removal and replacement of deteriorated sidewalk, curb and gutter and driveways, pavement patching, milling, manhole adjustments, pavement striping and restoration. Phase II & III / STP/ARRA (LAPP) / Plote Companies / Jeff Magnussen, <i>Village President</i> , (847)-683-2181
Project Team	Brad Sanderson, P.E. – Project Manager; Mark Scheller, P.L.S. – Survey; Sean Mikos, E.I. – Design and Resident Engineer
Construction Cost / Fee / Year	\$390,000 / \$110,000 / 2010



VI. Similar Project Experience

Project / Client	Dietrich Road Local Agency Pavement Preservation (LAPP) Improvement / Village of Hampshire
Scope of Work / (Contractor) / Client POC	HMA patching and resurfacing of 750 linear feet of roadway. Phase II & III / STP/ARRA (LAPP) / Schroeder Asphalt / Jeff Magnussen, <i>Village President</i> , (847)-683-2181
Project Team	Brad Sanderson, P.E. – Project Manager; Sean Mikos, E.I. – Design Engineer; Kyle Welte, E.I. – Resident Engineer
Construction Cost /	\$105,000 / \$28,000 / 2010

Project / Client	Annual Motor Fuel Tax (MFT) Street Rehabilitation Programs / Village of Sugar Grove
Scope of Work / (Contractor) / Client POC	Provided engineering services for the past nine years of MFT projects in the Village. The scope of work consisted of milling and resurfacing, full depth patching, removal and replacement of deteriorated sidewalk and curb and gutter, storm sewer improvements and other ancillary work items. Due to the incorporation of Motor Fuel Tax funds, all engineering services were provided in accordance with IDOT Standards, Policies and Procedures. Phase II & III / MFT/ Various / Anthony Speciale, <i>Director of Public Works</i> , (630) 466-7508
Project Team	Jason Bauer, P.E. – Project Manager and Design Engineer; Mark Scheller, P.L.S. – Survey, Tim Weidner, P.E. – Design Engineer; John D. Hoffmann, P.E., Todd Wells, P.E., Tim Weidner, P.E. – Resident Engineers
Construction Cost / Fee / Year	\$1,891,000 (Total) / \$220,000 / 2001-2011

Project / Client	Annual Motor Fuel Tax (MFT) Street Rehabilitation Programs / Village of Montgomery
Scope of Work / (Contractor) / Client POC	Provided engineering services for the past eight years of MFT projects in the Village. The scope of work consisted of milling and resurfacing, full depth patching, removal and replacement of deteriorated sidewalk and curb and gutter, storm sewer improvements and other ancillary work items. Due to the incorporation of Motor Fuel Tax funds, all engineering services were provided in accordance with IDOT Standards, Policies and Procedures. Phase II & III/ MFT/ Various / Mike Pubentz, P.E., <i>Public Works Director</i> , (630) 896-1354
Project Team	Jason Bauer, P.E. – Project Manager and Design Engineer; Mark Scheller, P.L.S. – Survey, Tim Weidner, P.E. – Design Engineer; John D. Hoffmann, P.E., Todd Wells, P.E., Tim Weidner, P.E. – Resident Engineers
Construction Cost / Fee / Year	\$1,528,000 (Total) / \$175,000 / 2001-2011



VI. Similar Project Experience

Project / Client	Allen Road and State Street Improvements / Village of Hampshire
Scope of Work / (Contractor) / Client POC	Intersection improvement for turn lanes on State Street and Allen Road. Included HMA resurfacing, storm sewer, curb and gutter and utility relocation. Coordination with utilities, residents, contractors, Village and Kane County. Phase II & III / Local /Alliance Contractors, Inc / Jeff Magnussen, <i>Village President</i> , (847) 683-2181
Project Team	Brad Sanderson, P.E. – Project Manager; Jason Bauer, P.E., Design Engineer; Mark Scheller, P.L.S. – Survey; Todd Wells, P.E. CPII and Sean Mikos, E.I. – Resident Engineers
Construction Cost / Fee / Year	\$1,100,000 / \$289,000 / 2006
Project / Client	US Routes 30 / 34 and Hill Avenue Widening and Signalization / Village of Montgomery
Scope of Work / (Contractor) / Client POC	Provided design review of the construction plans, provided design of the project traffic control and staging plans and resident engineer services in accordance with standard IDOT requirements. The required improvements included the addition of three signalized entrances to the development site, new turn lanes and through lanes on both highway sections as well as Hill Avenue. Pavement was widened on all legs of the project with the addition of new paved medians to delineate the new center turn lanes. Improvements spanned over a total project length of approximately 6,900 feet and included over 21,000 square yards of jointed PCC surface course, PCC base course, hot-mix asphalt surface and base courses, and PCC curb and gutter and median pavement. Phase III / Local / K-Five Construction / Michael Pubentz, P.E., <i>Public Works Director</i> , (630) 896-1354
Project Team	Ron Naylor, P.E. – Project Manager; Todd Wells, P.E., CPII – Resident Engineer
Construction Cost / Fee / Year	\$7,000,000 / \$307,000 / 2007
Project / Client	Batavia Road Underground Utilities / City of Warrenville
Scope of Work / (Contractor) / Client POC	Constructed 4,100 linear feet of new sanitary sewer and 760 linear feet of new water main. Included approximately 1,700 linear feet of 8-inch sanitary sewer; 2,404 linear feet of 10-inch sanitary sewer; 610 linear feet of 8-inch water main, 150 linear feet of 10-inch water main and water and sewer services, valve vaults, water and sewer testing; PCC shared use path, pavement removal and replacement and restoration. Phase II & III / Local / Di Meo Brothers, Inc / Michael Smith, <i>Supervisor, Dept. of Public Works</i> , (630) 393-9050
Project Team	Jason Bauer, P.E. – Project Manager; Mark Scheller, P.L.S. – Survey; Todd Wells, P.E. CPII – Resident Engineer
Construction Cost / Fee / Year	\$747,906 / \$177,700 / 2009

VILLAGE OF BENSENVILLE SHORT-LIST PROJECT PROPOSAL FORM

We hereby agree to furnish to the VILLAGE, services as outlined in the accompanying proposal in accordance with provisions, instructions, and specifications of the VILLAGE. This form must be signed by an authorized agent of the ENGINEER. If the ENGINEER is a corporation, the corporate seal must be affixed.

The successful ENGINEER will be required to agree to sign the VILLAGE contract and appendices (sexual harassment policy, tax liability, and CDL testing). They are provided for the ENGINEER'S information in Appendices 1 and 2 of the January 28, 2011 Request for Qualifications.

The proposal shall be binding for ninety (90) days following the proposal due date.
My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in the Notice of Request for Proposals for VOLK BROTHERS PHASE II CBDG - RESIDENT ENGINEERING.

I/We certify that I/We am/are authorized to sign as an agent(s) of the firm:

PLACE CORPORATE SEAL HERE

By.....



Print Name.....

Bradley P. Sanderson, P.E.

Position / Title.....

Vice President

Company Name.....

Engineering Enterprises, Inc.

Address Line 1.....

52 Wheeler Road

Address Line 2.....

Sugar Grove, IL 60554

Telephone.....

(630) 466-6700



Engineering Enterprises, Inc.



Proposal:

Professional Engineering Services

Volk Brothers Phase II CBDG - Resident Engineering

Part B

January 13, 2012



Part B

I. Detailed Cost Estimate

II. Direct Costs

III. TSC Costs

ROUTE: VAR.
 LOCAL AGENCY: CITY OF BENSENVILLE
 (MUNICIPALITY/TOWNSHIP/COUNTY)
 SECTION:
 PROJECT:
 JOB NO.:
 TYPE OF FUNDING: MUNICIPAL GRANT
 EXISTING STRUCTURE NO.: N/A

CONSTRUCTION ENGINEERING

2011 VOLK BROTHERS CDGB PROJECT

ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST
 PROFESSIONAL ENGINEERING SERVICES

FIRMS APPROVED RATES ON FILE WITH IDOT'S BUREAU OF ACCOUNTING AND AUDITING:
OVERHEAD RATE: 185.00
COMPLEXITY FACTOR: <input checked="" type="checkbox"/> 0 <input type="checkbox"/> 0.035 <input type="checkbox"/> 0.07
CALENDAR DAYS:

Engineer's Compensation
CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
CPFF = 14.5%[(2.3 + R(DL) + IHDC]

CONFIDENTIAL

	PAYROLL CLASSIFICATION	AVG. HOURLY RATES	CONSTRUCTION LAYOUT			INSPECTION AND DOCUMENTATION			CONSTRUCTION ADMINISTRATION			RECORD DRAWINGS		
			HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE
1 SENIOR PRINCIPAL	\$ 57.69		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2 PRINCIPAL	\$ 56.79		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3 SENIOR PROJECT MANAGER	\$ 47.79		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4 PROJECT MANAGER	\$ 37.92	8	9.52	3.61	20	2.44	0.92	30	27.27	10.34		0.00	0.00	0.00
5 SENIOR PROJECT ENGINEER/PLANNER/SURVEYOR II	\$ 35.34		0.00	0.00	60	7.32	2.59		0.00	0.00		0.00	0.00	0.00
6 SENIOR PROJECT ENGINEER/PLANNER/SURVEYOR I	\$ 29.72		0.00	0.00		0.00	0.00		0.00	0.00	30	50.00	14.86	
7 PROJECT ENGINEER/PLANNER/SURVEYOR	\$ 25.24	76	90.48	22.84	740	90.24	22.78	80	72.73	18.36		0.00	0.00	0.00
8 SENIOR ENGINEER/PLANNER/SURVEYOR	\$ 21.15		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	0.00
9 SENIOR PROJECT TECHNICIAN II	\$ 37.06		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	0.00
10 SENIOR PROJECT TECHNICIAN I	\$ 30.70		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	0.00
11 PROJECT TECHNICIAN	\$ 26.37		0.00	0.00		0.00	0.00		0.00	0.00	30	50.00	13.19	
12 SENIOR TECHNICIAN	\$ 25.42		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	0.00
13 ADMINISTRATIVE ASSISTANT	\$ 21.14		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	0.00
TOTALS			84	100	26.45	820	100.00	26.29	110	100.00	28.70	60	100	28.05
					\$2,221.60			\$21,556.40			\$3,156.80			\$1,682.70

FIRMS IDOT RATES AS OF NOVEMBER 10, 2011
PAYOUT BURDEN & FRINGE: 52.37%
OVERHEAD & EXPENSES: 132.63%
PROFIT 14.50%

PAYROLL CLASSIFICATION	AVG. HOURLY RATES	MAN HOURS	PAYROLL COSTS	PAYROLL BURDEN & FRINGE COSTS	OVERHEAD & EXPENSES	PROFIT	TOTAL	
SENIOR PRINCIPAL	\$ 54.81	0	0.00	0.00	0.00	0.00	0.00	
PRINCIPAL	\$ 50.12	0	0.00	0.00	0.00	0.00	0.00	
SENIOR PROJECT MANAGER	\$ 43.07	0	0.00	0.00	0.00	0.00	0.00	
PROJECT MANAGER	\$ 37.49	58	2,174.42	1,138.74	2,883.93	898.58	7,095.68	
SENIOR PROJECT ENGINEER/PLANNER/SURVEYOR II	\$ 32.98	60	1,978.80	1,036.30	2,624.48	817.74	6,457.32	
SENIOR PROJECT ENGINEER/PLANNER/SURVEYOR I	\$ 28.34	30	850.20	445.25	1,127.62	351.35	2,774.42	
PROJECT ENGINEER/PLANNER/SURVEYOR	\$ 23.08	896	20,679.68	10,829.95	27,427.46	8,545.88	67,482.97	
SENIOR ENGINEER/PLANNER/SURVEYOR	\$ 21.15	0	0.00	0.00	0.00	0.00	0.00	
SENIOR PROJECT TECHNICIAN II	\$ 35.29	0	0.00	0.00	0.00	0.00	0.00	
SENIOR PROJECT TECHNICIAN I	\$ 29.73	0	0.00	0.00	0.00	0.00	0.00	
PROJECT TECHNICIAN	\$ 26.99	30	809.70	424.04	1,073.91	334.61	2,642.25	
SENIOR TECHNICIAN	\$ 25.42	0	0.00	0.00	0.00	0.00	0.00	
ADMINISTRATIVE ASSISTANT	\$ 21.92	0	0.00	0.00	0.00	0.00	0.00	
SUB TOTAL		1074	\$26,492.80	\$13,874.28	\$35,137.40	\$10,948.15	\$86,452.63	
SERVICES BY OTHERS								
TSC TESTING SERVICES							\$6,282.00	
IN-HOUSE DIRECT COSTS								
PRINTING - REPORTS AND PLAN SHEETS							\$49.00	
VEHICLE MILAGE							\$2,925.00	
							\$0.00	
							\$0.00	
							\$0.00	
SUBTOTAL						\$0.00	\$9,256.00	
ADDITIONAL PROJECT TOTAL							\$10,948.15	\$95,708.63

TOTAL HOURS 1074
 AVERAGE HOURLY RATE \$89.11

SUMMARY OF DIRECT COSTS
2011 VOLK BROTHERS CDBG PROJECT
Village of Bensenville

Engineering Enterprises, Inc.

In-House Direct Costs	No.	Unit	Cost/Unit	Total Cost
Printing/Reports	100	Pages	\$0.10	\$10.00
Printing/Plans	39	Sheets	\$1.00	\$39.00
Vehicle	65	Days	\$45.00	\$2,925.00
TOTAL				\$2,974.00



TESTING SERVICE CORPORATION

Local Office:

457 E. Gundersen Drive, Carol Stream, IL 60188-2492
630.653.3920 • Fax 630.653.2726

Corporate Office:

360 S. Main Place, Carol Stream, IL 60188-2404
630-462-2600 • Fax 630.653.2988

Mr. Todd Wells
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554

RE: P.N. 48,272
Construction Material Engineering
2011 Volk Brothers CDBG Project
Bensenville, Illinois

Dear Mr. Wells:

Per your request, Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Construction Materials Engineering Services that will be requested by you for the above referenced project. The broad objectives of our work will be to conduct and interpret tests and report our findings as directed by Engineering Enterprises, Inc.

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.

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 Six Thousand Two Hundred Eighty-Two Dollars (\$6,282.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Engineering Enterprises, Inc. 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, 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, 2012.

The Services performed by TSC under this proposal are 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. Todd Wells
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
Tel: (630) 466-6700
Fax: (630) 466-6701
email: twells@eeiweb.com

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Engineering Enterprises, Inc.
P.N. 48,272 - January 10, 2012

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 R. Schmitz, P.E.
Project Manager

JRS:sa

Enc: General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

SCHEDULE OF CHARGES

ITEM I FIELD SERVICES

A. Material Tester I	Per Hour:	\$ 109.50
B. Material Tester II	Per Hour:	\$ 112.50
C. IDOT QC/QA Level III BIT or PCC	Per Hour:	\$ 112.50

CME Technician classification includes IDOT BIT/PCC and QC/QA Certified Technicians. The time is portal-to-portal from the office servicing the project. Increase hourly rate by 1.4 for over 8.0 hours per day or Saturday. Increase hourly rate by 1.8 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.

Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.

D. Transportation, Light Vehicle	Per Mile:	\$ 0.60
E. Use of Nuclear Moisture/Density Gauge	Per Day:	\$ 35.00
F. Pickup Concrete Test Samples	Per Trip:	\$ 60.00

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:	\$ 175.00
b. Standard(AASHTO T99, ASTM D698)	Each:	\$ 165.00
c. Add for Methods B, C, or D	Each:	\$ 15.00
2. Thin-Walled Tube Samples		
a. Combined Water Content & Dry Unit Weight Determination	Each:	\$ 15.00
b. Unconfined Compressive Strength	Each:	\$ 12.00

B. Portland Cement Concrete/Aggregates

1. Concrete Test Cylinders (6"x12")		
a. Compressive Strength	Each:	\$ 16.25
b. Spares/Handling Charge	Each:	\$ 16.25
c. Trim End of Specimen When Necessary	Each:	\$ 20.00

2. Concrete Test Cylinders (4"x8")		
a. Compressive Strength	Each:	\$ 15.50
b. Spares/Handling Charge	Each:	\$ 15.50
c. Trim End of Specimen When Necessary	Each:	\$ 20.00
3. Sieve Analysis		
a. Unwashed	Each:	\$ 68.50
b. Washed	Each:	\$ 85.00
C. Bituminous Concrete		
1. Extraction Analysis		
a. Unwashed	Each:	\$ 185.00
b. Washed	Each:	\$ 205.00
2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two	\$ 185.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each:	\$ 90.00
4. Calibration of Ignition Oven for Asphalt Content by IDOT Methods:	Each:	\$ 650.00
5. Determining Asphalt Content by Ignition Oven:	Each:	\$ 100.00
6. Determining Asphalt Content by Ignition Oven and Washed Gradation:	Each:	\$ 175.00
7. Bulk Density of Core Specimens	Each:	\$ 40.00

ITEM III CONSULTATION AND REPORT PREPARATION

A. Registered Professional Engineer, Principal	Per Hour:	\$ 170.00
B. Registered Professional Engineer	Per Hour:	\$ 130.00
C. Graduate Civil Engineer	Per Hour:	\$ 110.00
D. Transportation		
1. Light Vehicle	Per Mile:	\$ 0.60
2. Public Transportation		Cost + 10%

The above rates are valid through December 31, 2012.

ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on review of materials quantities provided by the Engineering Enterprises, Inc. and the Illinois Department of Transportation's Project Procedures Guide. At the time this estimate was prepared the contractor's schedule was not available. The unit prices used below are based on our current cost structure.

Earth Excavation/Aggregate Base Course/Trench Backfill					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour		112.50	\$ 0.00
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile		0.60	\$ 0.00
4	Nuclear Moisture Density Gauge	Day		35.00	\$ 0.00
5	Soil, Water Content and Dry Unit Weight Determination	Each		15.00	\$ 0.00
6	Laboratory Compaction Curve (Standard)	Each		165.00	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
Sub-Total:					\$ 0.00

Estimate Basis:

Portland Cement Concrete/Plant					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	12.0	112.50	\$ 1,350.00
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile	75	0.60	\$ 45.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Concrete Test Cylinders (6"x 12")	Each		16.25	\$ 0.00
6	Concrete Test Cylinders (4"x 8")	Each		15.50	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
8	Sieve Analysis with #200 Wash	Each		85.00	\$ 0.00
9	Density of Core Sample	Each		40.00	\$ 0.00
Sub-Total:					\$ 1,395.00

Estimate Basis: Four plant visits to monitor the production of PCC mixes placed for sidewalks, driveways and combination curb and gutter.

Portland Cement Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	12.0	109.50	\$ 1,314.00
2	Travel, Material Tester I	Hour		109.50	\$ 0.00
3	Travel, Light Vehicle	Mile	60	0.60	\$ 36.00
4	Pickup Test Samples	Each	4	60.00	\$ 240.00
5	Concrete Test Cylinders (6"x 12")	Each	16	16.25	\$ 260.00
6	Concrete Test Cylinders (4"x 8")	Each		15.50	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
					Sub-Total: \$ 1,850.00

Estimate Basis: Four site visits to test and sample concrete placed for sidewalks, driveways and combination curb and gutter.

Bituminous Concrete/Plant					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	10.0	112.50	\$ 1,125.00
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile	45	0.60	\$ 27.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day		35.00	\$ 0.00
6	Bituminous Concrete Extraction Analysis	Each	2	185.00	\$ 370.00
7	Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two	2	185.00	\$ 370.00
8	Theoretical Maximum Specific Gravity of Paving Mixture	Each	2	90.00	\$ 180.00
					Sub-Total: \$ 2,072.00

Estimate Basis: Two plant visits to monitor and sample the production of HMA mixes placed for bituminous binder and surface courses.

Bituminous Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	6.0	109.50	\$ 657.00
2	Travel, Material Tester I	Hour		109.50	\$ 0.00
3	Travel, Light Vehicle	Mile	30	0.60	\$ 18.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day	2	35.00	\$ 70.00
6	Bituminous Concrete Extraction Analysis	Each		185.00	\$ 0.00
7	Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two		185.00	\$ 0.00
8	Density of Core Sample	Each		40.00	\$ 0.00
					Sub-Total: \$ 745.00

Estimate Basis: Two site visits to monitor the compaction of HMA mixes placed for binder and surface courses.

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	2	110.00	\$ 220.00
2	QA Manager	Hour	0	100.00	\$ 0.00
			Sub-Total:	\$ 220.00	

TSC's base fee schedule includes up to three copies of each report.

Estimated Total: \$ 6,282.00

RECOMMENDED BUDGET: \$ 6,282.00



TESTING SERVICE CORPORATION

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this agreement.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et. seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance

with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

GENERAL CONDITIONS

Geotechnical and Construction Services

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

Project Name:

Project Address:

City / State / Zip:

Project Manager:

Telephone:

Fax:

Site Contact:

Telephone:

Fax:

Send Invoice To:

Purchase Order No:

Attention:

Company:

Address:

City / State / Zip:

Telephone:

Fax:

Important Notes:

Telephone:

Fax:

Name: _____

Company: _____

Address: _____

City / State / Zip:

Name:

Date:

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

Completed By:

Signature:

Name:

Date:

City / State / Zip: _____

Telephone: _____

Fax: _____



Engineering Enterprises, Inc.



Proposal:

Professional Engineering Services

Volk Brothers Phase II CBDG - Resident Engineering

Part B

January 13, 2012

Revised: February 14, 2012



Part B

I. Detailed Cost Estimate

II. Direct Costs

III. TSC Costs

ROUTE: VAR.
 LOCAL AGENCY: VILLAGE OF BENSENVILLE
 (MUNICIPALITY/TOWNSHIP/COUNTY)
 SECTION:
 PROJECT:
 JOB NO.:
 TYPE OF FUNDING: MUNICIPAL GRANT
 EXISTING STRUCTURE NO.: N/A

CONSTRUCTION ENGINEERING

2011 VOLK BROTHERS CDGB PROJECT

ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST PROFESSIONAL ENGINEERING SERVICES

*FIRMS APPROVED RATES ON FILE WITH IDOT'S
 BUREAU OF ACCOUNTING AND AUDITING:
 OVERHEAD RATE: 185.00
 COMPLEXITY FACTOR: 0 0.035 0.07
 CALENDAR DAYS:

Engineer's Compensation

<input checked="" type="checkbox"/> CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
<input type="checkbox"/> CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
<input type="checkbox"/> CPFF = 14.5%[(2.3 + R)DL + IHDC]

PAYROLL CLASSIFICATION	AVG. HOURLY RATES	CONSTRUCTION LAYOUT			INSPECTION AND DOCUMENTATION			CONSTRUCTION ADMINISTRATION			RECORD DRAWINGS			
		HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	HOURS	% PART.	WGTD RATE	
1 SENIOR PRINCIPAL	\$ 57.69		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	
2 PRINCIPAL	\$ 56.79		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	
3 SENIOR PROJECT MANAGER	\$ 47.79		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	
4 PROJECT MANAGER	\$ 37.92	4	6.25	2.37	20	2.70	1.02	30	33.33	12.64		0.00	0.00	
5 SENIOR PROJECT ENGINEER/PLANNER/SURVEYOR II	\$ 35.34		0.00	0.00	60	8.11	2.87		0.00	0.00		0.00	0.00	
6 SENIOR PROJECT ENGINEER/PLANNER/SURVEYOR I	\$ 29.72		0.00	0.00		0.00	0.00		0.00	0.00	24	54.55	16.21	
7 PROJECT ENGINEER/PLANNER/SURVEYOR	\$ 25.24	60	93.75	23.66	660	89.19	22.51	60	66.67	16.83		0.00	0.00	
8 SENIOR ENGINEER/PLANNER/SURVEYOR	\$ 21.15		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	
9 SENIOR PROJECT TECHNICIAN II	\$ 37.06		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	
10 SENIOR PROJECT TECHNICIAN I	\$ 30.70		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	
11 PROJECT TECHNICIAN	\$ 26.37		0.00	0.00		0.00	0.00		0.00	0.00	20	45.45	11.99	
12 SENIOR TECHNICIAN	\$ 25.42		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	
13 ADMINISTRATIVE ASSISTANT	\$ 21.14		0.00	0.00		0.00	0.00		0.00	0.00		0.00	0.00	
TOTALS			64	100	26.03	740	100.00	26.40	90	100.00	29.47	44	100	28.20
					\$1,666.08					\$19,537.20				\$1,240.68

*FIRMS IDOT RATES AS OF NOVEMBER 10, 2011	
PAYROLL BURDEN & FRINGE:	52.37%
OVERHEAD & EXPENSES:	132.63%
PROFIT	14.50%

PAYROLL CLASSIFICATION	AVG. HOURLY RATES	MAN HOURS	PAYROLL COSTS	PAYROLL BURDEN & FRINGE COSTS	OVERHEAD & EXPENSES	PROFIT	TOTAL
SENIOR PRINCIPAL	\$ 54.81	0	0.00		0.00	0.00	0.00
PRINCIPAL	\$ 50.12	0	0.00		0.00	0.00	0.00
SENIOR PROJECT MANAGER	\$ 43.07	0	0.00		0.00	0.00	0.00
PROJECT MANAGER	\$ 37.49	54	2,024.46		1,060.21	2,685.04	836.61
SENIOR PROJECT ENGINEER/PLANNER/SURVEYOR II	\$ 32.98	60	1,978.80		1,036.30	2,624.48	817.74
SENIOR PROJECT ENGINEER/PLANNER/SURVEYOR I	\$ 28.34	24	680.16		356.20	902.10	281.08
PROJECT ENGINEER/PLANNER/SURVEYOR	\$ 23.08	780	18,002.40		9,427.86	23,876.58	7,439.49
SENIOR ENGINEER/PLANNER/SURVEYOR	\$ 21.15	0	0.00		0.00	0.00	0.00
SENIOR PROJECT TECHNICIAN II	\$ 35.29	0	0.00		0.00	0.00	0.00
SENIOR PROJECT TECHNICIAN I	\$ 29.73	0	0.00		0.00	0.00	0.00
PROJECT TECHNICIAN	\$ 26.99	20	539.80		282.69	715.94	223.07
SENIOR TECHNICIAN	\$ 25.42	0	0.00		0.00	0.00	0.00
ADMINISTRATIVE ASSISTANT	\$ 21.92	0	0.00		0.00	0.00	0.00
SUB TOTAL		938	\$23,225.62		\$12,163.26	\$30,804.14	\$9,597.99
SERVICES BY OTHERS							
TSC TESTING SERVICES							\$6,282.00
IN-HOUSE DIRECT COSTS							
PRINTING - REPORTS AND PLAN SHEETS							\$49.00
VEHICLE MILAGE							\$2,925.00
							\$0.00
							\$0.00
							\$0.00
SUBTOTAL							\$0.00
ADDITIONAL PROJECT TOTAL							\$9,597.99
							\$85,047.00

G:\Public\Bensenville\2012\BE1201 Volk Brothers Phase II CDBG-Resident Engineering\BE1201 Fees-CONTRACT.xls|PART 3

**SUMMARY OF DIRECT COSTS
2011 VOLK BROTHERS CDBG PROJECT
Village of Bensenville**

Engineering Enterprises, Inc.

In-House Direct Costs	No.	Unit	Cost/Unit	Total Cost
Printing/Reports	100	Pages	\$0.10	\$10.00
Printing/Plans	39	Sheets	\$1.00	\$39.00
Vehicle	65	Days	\$45.00	\$2,925.00
TOTAL				\$2,974.00



TESTING SERVICE CORPORATION

Local Office:

457 E. Gundersen Drive, Carol Stream, IL 60188-2492
630.653.3920 • Fax 630.653.2726

Corporate Office:

360 S. Main Place, Carol Stream, IL 60188-2404
630-462-2600 • Fax 630.653.2988

Mr. Todd Wells
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554

RE: P.N. 48,272
Construction Material Engineering
2011 Volk Brothers CDBG Project
Bensenville, Illinois

Dear Mr. Wells:

Per your request, Testing Service Corporation (TSC) is pleased to submit this proposal to provide the Construction Materials Engineering Services that will be requested by you for the above referenced project. The broad objectives of our work will be to conduct and interpret tests and report our findings as directed by Engineering Enterprises, Inc.

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.

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 Six Thousand Two Hundred Eighty-Two Dollars (\$6,282.00) is recommended for your project. This estimate is based on a review of plans and specifications provided by Engineering Enterprises, Inc. 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, 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, 2012.

The Services performed by TSC under this proposal are 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. Todd Wells
Engineering Enterprises, Inc.
52 Wheeler Road
Sugar Grove, Illinois 60554
Tel: (630) 466-6700
Fax: (630) 466-6701
email: twells@eeiweb.com

When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Engineering Enterprises, Inc.
P.N. 48,272 - January 10, 2012

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 R. Schmitz, P.E.
Project Manager

JRS:sa

Enc: General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

SCHEDULE OF CHARGES

ITEM I FIELD SERVICES

A. Material Tester I	Per Hour:	\$ 109.50
B. Material Tester II	Per Hour:	\$ 112.50
C. IDOT QC/QA Level III BIT or PCC	Per Hour:	\$ 112.50

CME Technician classification includes IDOT BIT/PCC and QC/QA Certified Technicians. The time is portal-to-portal from the office servicing the project. Increase hourly rate by 1.4 for over 8.0 hours per day or Saturday. Increase hourly rate by 1.8 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.

Engineering services for summary report preparation are invoiced at the Graduate Engineer Rate.

D. Transportation, Light Vehicle	Per Mile:	\$ 0.60
E. Use of Nuclear Moisture/Density Gauge	Per Day:	\$ 35.00
F. Pickup Concrete Test Samples	Per Trip:	\$ 60.00

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:	\$ 175.00
b. Standard(AASHTO T99, ASTM D698)	Each:	\$ 165.00
c. Add for Methods B, C, or D	Each:	\$ 15.00
2. Thin-Walled Tube Samples		
a. Combined Water Content & Dry Unit Weight Determination	Each:	\$ 15.00
b. Unconfined Compressive Strength	Each:	\$ 12.00

B. Portland Cement Concrete/Aggregates

1. Concrete Test Cylinders (6"x12")		
a. Compressive Strength	Each:	\$ 16.25
b. Spares/Handling Charge	Each:	\$ 16.25
c. Trim End of Specimen When Necessary	Each:	\$ 20.00

2. Concrete Test Cylinders (4"x8")		
a. Compressive Strength	Each:	\$ 15.50
b. Spares/Handling Charge	Each:	\$ 15.50
c. Trim End of Specimen When Necessary	Each:	\$ 20.00
3. Sieve Analysis		
a. Unwashed	Each:	\$ 68.50
b. Washed	Each:	\$ 85.00
C. Bituminous Concrete		
1. Extraction Analysis		
a. Unwashed	Each:	\$ 185.00
b. Washed	Each:	\$ 205.00
2. Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two	\$ 185.00
3. Theoretical Maximum Specific Gravity of Paving Mixture	Each:	\$ 90.00
4. Calibration of Ignition Oven for Asphalt Content by IDOT Methods:	Each:	\$ 650.00
5. Determining Asphalt Content by Ignition Oven:	Each:	\$ 100.00
6. Determining Asphalt Content by Ignition Oven and Washed Gradation:	Each:	\$ 175.00
7. Bulk Density of Core Specimens	Each:	\$ 40.00

ITEM III CONSULTATION AND REPORT PREPARATION

A. Registered Professional Engineer, Principal	Per Hour:	\$ 170.00
B. Registered Professional Engineer	Per Hour:	\$ 130.00
C. Graduate Civil Engineer	Per Hour:	\$ 110.00
D. Transportation		
1. Light Vehicle	Per Mile:	\$ 0.60
2. Public Transportation		Cost + 10%

The above rates are valid through December 31, 2012.

ASSUMPTIONS & ESTIMATED FEE

The following estimate is based on review of materials quantities provided by the Engineering Enterprises, Inc. and the Illinois Department of Transportation's Project Procedures Guide. At the time this estimate was prepared the contractor's schedule was not available. The unit prices used below are based on our current cost structure.

Earth Excavation/Aggregate Base Course/Trench Backfill					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour		112.50	\$ 0.00
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile		0.60	\$ 0.00
4	Nuclear Moisture Density Gauge	Day		35.00	\$ 0.00
5	Soil, Water Content and Dry Unit Weight Determination	Each		15.00	\$ 0.00
6	Laboratory Compaction Curve (Standard)	Each		165.00	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
Sub-Total:					\$ 0.00

Estimate Basis:

Portland Cement Concrete/Plant					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	12.0	112.50	\$ 1,350.00
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile	75	0.60	\$ 45.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Concrete Test Cylinders (6"x 12")	Each		16.25	\$ 0.00
6	Concrete Test Cylinders (4"x 8")	Each		15.50	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
8	Sieve Analysis with #200 Wash	Each		85.00	\$ 0.00
9	Density of Core Sample	Each		40.00	\$ 0.00
Sub-Total:					\$ 1,395.00

Estimate Basis: Four plant visits to monitor the production of PCC mixes placed for sidewalks, driveways and combination curb and gutter.

Portland Cement Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	12.0	109.50	\$ 1,314.00
2	Travel, Material Tester I	Hour		109.50	\$ 0.00
3	Travel, Light Vehicle	Mile	60	0.60	\$ 36.00
4	Pickup Test Samples	Each	4	60.00	\$ 240.00
5	Concrete Test Cylinders (6"x 12")	Each	16	16.25	\$ 260.00
6	Concrete Test Cylinders (4"x 8")	Each		15.50	\$ 0.00
7	Sieve Analysis, Unwashed	Each		68.50	\$ 0.00
					Sub-Total: \$ 1,850.00

Estimate Basis: Four site visits to test and sample concrete placed for sidewalks, driveways and combination curb and gutter.

Bituminous Concrete/Plant					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester II	Hour	10.0	112.50	\$ 1,125.00
2	Travel, Material Tester II	Hour		112.50	\$ 0.00
3	Travel, Light Vehicle	Mile	45	0.60	\$ 27.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day		35.00	\$ 0.00
6	Bituminous Concrete Extraction Analysis	Each	2	185.00	\$ 370.00
7	Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two	2	185.00	\$ 370.00
8	Theoretical Maximum Specific Gravity of Paving Mixture	Each	2	90.00	\$ 180.00
					Sub-Total: \$ 2,072.00

Estimate Basis: Two plant visits to monitor and sample the production of HMA mixes placed for bituminous binder and surface courses.

Bituminous Concrete/Field					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Material Tester I	Hour	6.0	109.50	\$ 657.00
2	Travel, Material Tester I	Hour		109.50	\$ 0.00
3	Travel, Light Vehicle	Mile	30	0.60	\$ 18.00
4	Pickup Test Samples	Each		60.00	\$ 0.00
5	Nuclear Moisture Density Gauge	Day	2	35.00	\$ 70.00
6	Bituminous Concrete Extraction Analysis	Each		185.00	\$ 0.00
7	Compaction of Bituminous Mixture by Gyratory Methods and Bulk Specific Gravity Test	Set of Two		185.00	\$ 0.00
8	Density of Core Sample	Each		40.00	\$ 0.00
					Sub-Total: \$ 745.00

Estimate Basis: Two site visits to monitor the compaction of HMA mixes placed for binder and surface courses.

Project Coordination & Report Preparation					
Item No.	ITEMS	Unit	Quantity	Unit Price	Amount
1	Project Engineer	Hour	2	110.00	\$ 220.00
2	QA Manager	Hour	0	100.00	\$ 0.00
			Sub-Total:	\$ 220.00	

TSC's base fee schedule includes up to three copies of each report.

Estimated Total: \$ 6,282.00

RECOMMENDED BUDGET: \$ 6,282.00



TESTING SERVICE CORPORATION

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this agreement.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et. seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance

with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

GENERAL CONDITIONS

Geotechnical and Construction Services

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



TESTING SERVICE CORPORATION

Project Data Sheet

General Information:

Project Name:

Project Address:

City / State / Zip:

Project Manager:

Telephone:

Fax:

Site Contact:

Telephone:

Fax:

Send Invoice To:

Purchase Order No:

Attention:

Company:

Address:

City / State / Zip:

Telephone:

Fax:

Important Notes:

Telephone:

Fax:

Name: _____

Company: _____

Address: _____

City / State / Zip:

Name:

Date:

Distribute Reports as Follows:

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

Name: _____

Company: _____

Address: _____

City / State / Zip: _____

Telephone: _____

Fax: _____

Completed By:

Signature:

Name:

Date:

City / State / Zip: _____

Telephone: _____

Fax: _____

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 02/21/2012

DESCRIPTION: Resolution authorizing an engineering services agreement with Baxter & Woodman Inc. for the Green Street and York Road Water Main Replacement and Green Street LAPP Project

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 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 checked="" type="checkbox"/>	<i>Vibrant Major Corridors</i>

ASSIGNED COMMITTEE: I&E (unanimous approval)

DATE: 02/21/2012

BACKGROUND: The Village applied and was awarded Federal Surface Transportation Program (STP) funding in the amount of \$770,000 (70% of estimated \$1,100,000 project) for the resurfacing of Green Street from York Road to the eastern Village limits. This funding was secured back in 2006 and was supposed to be used by the end of 2012. I recently requested a two-year extension on this project and was granted the extension through the DMMC Transportation technical Committee. We now must complete this resurfacing project by 2014 or lose the funding.

Before performing this resurfacing, a water main project should be performed to upgrade our distribution system along Green Street (between May and Center) as well as new main on York Road (Green to Roosevelt). Both locations will receive a 12-inch ductile iron water main as part of the work.

Unfortunately, the STP protocols do not allow for the combining of such projects into one larger project. Therefore, it is necessary to split the projects and manage the timing in such a way to minimize patching on the roadways.

KEY ISSUES: Baxter & Woodman was asked to provide a proposal for this work. Baxter & Woodman recently completed water main design on York Road that ended at Roosevelt as part of the Grade Separation Project at York and Irving. Part of their design anticipated the watermain extension to Green and preliminary engineering has already been completed. Therefore, it is logical to extend their efforts to this next project.

Since the two projects must be performed independently of one another, it is necessary to generate two separate sets of plans and specifications. The agreement scope includes all necessary surveying, design, permit submittals, plans and specification development, meetings, QA/QC, development of an engineer's estimate, and bidding assistance necessary for both projects.

Costs associated with these two projects are combined in the B&W proposal (attached). Total cost of the agreement \$78,000 (\$39,500 for the watermain project and \$38,500 for the LAPP project).

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff and I&E (5-0) recommend approval of the service agreement.

BUDGET IMPACT: Total cost of the agreement is \$78,000. Funding for the design of the LAPP project was included in the 2012 Streets CIP (\$85,000) and funding for the design of the water main project was included in the 2012 Water CIP (\$42,000).

ACTION REQUIRED: Approval of Resolution Authorizing the Execution of an Engineering Services Agreement with Baxter & Woodman, Inc. for the Green Street and York Road Water Main Replacement and Green Street LAPP Project in the amount of \$78,000.

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES
AGREEMENT WITH BAXTER & WOODMAN, INC. FOR
THE GREEN STREET AND YORK ROAD WATER MAIN REPLACEMENT
AND GREEN STREET LAPP PROJECT
IN THE AMOUNT OF \$78,000**

WHEREAS the Village of Bensenville applied and was awarded Federal Surface Transportation Program funding in the amount of \$770,000 (70% of the estimated \$1,100,000 project) for the Green Street LAPP project; and

WHEREAS the funding has been extended for two years through 2016; and

WHEREAS prior to performing the LAPP project, the Village should perform a water main upgrade project along Green Street and York Road to provide adequate pipe size for fire flow protection and distribution system looping; and

WHEREAS "Engineering Services Agreement" which defines the scope of work necessary to complete design of both projects is attached to this Resolution; and

WHEREAS the cost associated with the Green Street and York Road Water Main Project is \$39,500; and

WHEREAS the cost associated with the Green Street LAPP Project is \$38,500.

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

THAT the Village Board authorizes the Village Manager to execute the necessary documents to Baxter & Woodman, Inc. of Itasca, IL for an engineering services agreement for the Green Street and York Road Water Main Replacement and Green Street LAPP Project in an amount of \$78,000.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, on this _____ day of _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Corey Williamsen
Deputy Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

VILLAGE OF BENSENVILLE, ILLINOIS
GREEN STREET AND YORK ROAD WATER MAIN REPLACEMENT
AND GREEN STREET LAPP

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2012, by and between the Village of Bensenville, Illinois, hereinafter referred to as the Village, and Baxter & Woodman, Inc., Consulting Engineers, hereinafter referred to as the Engineers, for the design of water main improvements on York Road from Roosevelt Avenue to Green Street and on Green Street from Center Street to May Street, and roadway improvements on Green Street from York Road east to the Village limits, hereinafter referred to as the Project.

WITNESSETH that in consideration of the covenants herein, these parties agree as follows:

SECTION 1. The Project consists of water main replacement and roadway improvements, as more completely described in Exhibit A, attached hereto. After written authorization by the Village, the Engineers shall provide professional services for the Project. These services will include serving as the Village's representative in all phases of the Project, providing consultation and advice, and furnishing customary engineering services, as enumerated in Exhibit B, attached hereto.

SECTION 2. The Village shall compensate the Engineers for the professional services enumerated in Exhibit B hereof as follows:

2.1 The Engineers' fee for the final design services for the water main on York Road and Green Street described in Exhibit B Sections 1 through 21 shall be a lump sum amount of \$39,500; Engineers' Project No. 120058.40.

2.2 The Engineers' fee for the final design services for the roadway improvements on Green Street described in Exhibit B Sections 22 through 25 shall be a lump sum amount of \$38,500; Engineers' Project No. 120058.41.

SECTION 3. The parties hereto further mutually agree:

3.1 The Engineers may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.; and the Engineers may, after giving seven

(7) days written notice to the Village, suspend services under this Agreement until the Engineers have been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.

3.2 This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the Village may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, the Engineers shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the Village shall receive reproducible copies of Drawings, Specifications and other documents completed by the Engineers.

3.3 The Engineers agree to hold harmless and indemnify the Village and each of its officers, agents and employees from any and all liability claims, losses, or damages including reasonable attorney's fees to the extent that such claims, losses, damages or expenses are caused by the Engineers' negligent errors, acts or omissions, but not including liability, claims, losses or damages due to the negligence of the Village or other consultants, contractors or subcontractors working for the Village, or their officers, agents and employees.

In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Engineers and the Village they shall be borne by each party in proportion to its negligence.

The Village acknowledges that the Engineers is a Business Corporation and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.

The Village and Engineers agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

3.4 For the duration of the Project, the Engineers shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Engineers' negligence in the performance of services under this Agreement. The Village shall be named as an additional insured on the Engineers' general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

(1)	Worker's Compensation:	Statutory Limits
(2)	General Liability	
	Per Claim:	\$1,000,000
	Aggregate:	\$2,000,000
(3)	Automobile Liability	
	Combined Single Limit:	\$1,000,000
(4)	Excess Umbrella Liability	
	Per Claim and Aggregate:	\$5,000,000
(5)	Professional Liability	
	Per Claim and Aggregate:	\$5,000,000/\$5,000,000

3.5 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the Engineers and their officers, directors, employees, agents, and any of them, to the Village and anyone claiming by, through or under the Village, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of Engineers or their officers, directors, employees, agents or any of them, hereafter referred to as the "Village's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to the Engineers by their insurers in settlement or satisfaction of Village's Claims under the terms and conditions of Engineers' insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.

The Village and Engineers agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

3.6 The compensation for engineering services set forth in Section 2 hereof does not include the costs of railroad insurance or railroad flaggers that may be required by the Engineers for the Project. The Engineers shall make all necessary arrangements, subject to the prior approval by the Village, and purchase railroad insurance and employ railroad flaggers meeting the requirements of the railroad. The costs of such railroad insurance and railroad flaggers is a separate expense to the Village and the Village shall reimburse the Engineers for the actual costs of the insurance and flaggers.

3.7 The Engineers are responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Specifications, Reports, and other

professional services furnished or required under this Agreement. The Engineers shall endeavor to perform such services with the same degree of knowledge, skill and diligence normally employed by professional engineers performing the same or similar services.

3.8 The Village may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by the Engineers. If such changes cause an increase or decrease in the Engineers' fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by the Engineers shall be furnished without the written authorization of the Village.

3.9 All Reports, Drawings, Specifications, other documents, and electronic media prepared or furnished by the Engineers pursuant to this Agreement are instruments of service in respect to the Project, and the Engineers shall retain the right of reuse of said documents and electronic media by and at the discretion of the Engineers whether or not the Project is completed. Reproducible copies of the Engineers' documents and electronic media for information and reference in connection with the use and occupancy of the Project by the Village and others shall be delivered to and become the property of the Village upon request; however, the Engineers' documents and electronic media are not intended or represented to be suitable for reuse by the Village or others on additions or extensions of the Project, or on any other project. Any such reuse without verification or adaptation by the Engineers for the specific purpose intended will be at the Village's sole risk and without liability or legal exposure to the Engineers, and the Village shall indemnify and hold harmless the Engineers from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any furnishing of additional copies and verification or adaptation of the Engineers' documents and electronic media will entitle the Engineers to claim and receive additional compensation from the Village. Electronic media are furnished without guarantee of compatibility with the Village's software or hardware, and the Engineers' sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

3.10 The compensation for engineering services set forth in Section 2 hereof shall include supervision of any geotechnical subconsultant, subsurface utility exploration subconsultant and/or laboratory services required by the Engineers for the Project. The Engineers shall make all necessary arrangements, subject to the prior approval by the Village, and employ qualified subconsultants for all geotechnical subconsultant, subsurface exploration and/or laboratory services. The cost of such subconsultant and laboratory services is included in the Engineers' fee set forth in Section 2.

3.11 The Village shall obtain from others and furnish to the Engineers complete legal descriptions and plats of property surveys for the Project which shall include, but not be limited to, location and staking of all necessary property lines and corners, public rights-of-way and secured easements, and zoning and deed restrictions.

3.12 The Engineers are an equal opportunity employer and hereby incorporate the requirements of 44 Ill. Adm. Code 750 Appendix A as applicable.

3.13 Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

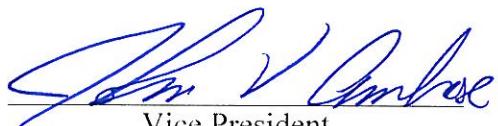
3.14 This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers as of the day and year first above written.

BAXTER & WOODMAN, INC.

VILLAGE OF BENSENVILLE, ILLINOIS

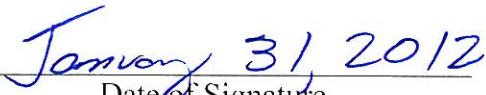
By



By

Vice President

President



Date of Signature

Date of Signature

(SEAL)

ATTEST:

ATTEST:



Deputy Secretary

Clerk

Attachment

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VILLAGE OF BENSENVILLE, ILLINOIS
GREEN STREET AND YORK ROAD WATER MAIN REPLACEMENT
AND GREEN STREET LAPP

EXHIBIT A

PROJECT DESCRIPTION

The Green Street and York Road Water Main Replacement Project includes replacing approximately 1,200 lineal feet of existing 8-inch water main with new 10-inch diameter water main on York Road from Green Street to Roosevelt Avenue and approximately 900 lineal feet of 6-inch and 8-inch water main on Green Street from Center Street to May Street. The proposed route includes installing the new water main in the west parkway of York Road to align with the proposed water main to the north. All fire hydrants and valves will be replaced and new water services will be installed to the property line. Surface restoration will consist of parkway and driveway restoration and trench patching in the roadway. The Project also includes coordination with Metra for permitting and surface restoration. The Project does not include sanitary sewer condition assessment or improvements.

The Green Street LAPP Project consists of the engineering services required to prepare Final Contract Documents for the hot-mix asphalt removal and resurfacing on Green Street from York Road to west of the east Village Limits. The work includes hot-mix asphalt surface removal, pavement patching, spot curb and gutter removal and replacement, hot-mix asphalt resurfacing and pavement markings. The Project length is approximately 1.004 miles (5,300-feet).

The Pre-Final Plans and Engineer's Estimate of Probable Construction Cost for the Green Street LAPP Project will be submitted to the Village for review and comment during the summer of 2012. The Project will then be placed on-hold until the Village determines which State Letting to bid the Project (anticipated in either 2013 or 2014). The existing contract documents will then be updated and submitted to the Illinois Department of Transportation (Department) for review and proposed letting.

\corp.baxwood.com\Projects\Mokena\BENVL\120058-York WM gree\Contract\120058.40 Exhibit A.doc

VILLAGE OF BENSENVILLE, ILLINOIS
GREEN STREET AND YORK ROAD WATER MAIN REPLACEMENT
AND GREEN STREET LAPP

EXHIBIT B

SCOPE OF SERVICES

GREEN STREET AND YORK ROAD WATER MAIN REPLACEMENT

PRELIMINARY DESIGN

1. PROJECT MANAGEMENT – Plan, schedule and control the activities that must be performed to complete the Project. These activities include, but are not limited to, budget, schedule, and scope. Submit a regular status report via email that describes the tasks completed and outlines goals for the following period.
2. CONDUCT PROJECT KICK-OFF MEETING – A Project kick-off meeting with Village staff and the Project team will be held for the Project. The purposes of the meeting are to establish clear lines of communication, introduce the Village staff to the team members, and establish the Village's detailed needs, objectives, and goals for the Project. The meeting will also be utilized to obtain information, plans, atlases, and other data to be supplied by the Village, and set schedules and guidelines for future design meetings.
3. EXISTING CONDITIONS/IN-HOUSE REVIEW
 - Review existing plans, atlases, plats, and reports.
 - Create lists of missing or conflicting data.
 - Collect Soil Borings as further outlined in Section 24 - GEOTECHNICAL REPORT
4. TOPOGRAPHIC SURVEY
 - Perform a field evaluation of the Project limits of natural and manmade features along the water main route in order to develop base sheets for PROJECT plan drawings.
5. CADD FOR TOPO SHEETS
 - Develop base sheets of natural and manmade features from topographic survey data, including creating lists of deficient items for clarification at future site visits.

6. SITE VISITS FOR DESIGNERS
 - Conduct site visits by designer(s) of water main during the design phase to clarify any discrepancies on the plans, select routes for pipe, and investigate pipe installation methods.
7. MEETINGS WITH VILLAGE STAFF
 - Conduct meetings with staff at times during the design of the Project to clarify staff wishes, design questions, and/or construction methods.
 - Design meetings will normally consist of one preliminary "red" line meeting, where the initial layout of the water main is approved prior to insertion in to the plans and one final meeting at 95 percent completion
8. UTILITIES – CONTACTS AND COORDINATION
 - Conduct a Design Locate with JULIE, which consists of obtaining names and phone numbers of all utilities located within the work area.
 - Contact utilities, obtain atlases where available, and provide preliminary plan sheets to utility companies for their markup and return.

DETAILED DESIGN

9. PROJECT MANAGEMENT - Plan, schedule and control the activities that must be performed to complete the Project. These activities include, but are not limited to, budget, schedule, and scope. Submit a regular status report via email that describes the tasks completed and outlines goals for the following period.
10. CADD FOR DETAILED DESIGN
 - Provide detailed computer-aided drafting of water main and appurtenances locations and construction requirements.
 - Indicate location of all utilities that can be obtained from utility company atlases.
 - Create all legends, general notes, and designer instructions to contractors, to create a final set of construction drawings.
11. PLANS
 - Prepare Design Documents consisting of Drawings showing the general scope, extent and character of construction work to be furnished and performed by the Contractor(s) selected by the Village.
12. SPECIFICATIONS
 - Prepare for review and approval by the Village and its legal counsel the forms of Construction Contract Documents consisting of Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary

Conditions and specifications, where appropriate, based upon documents prepared by the Engineers Joint Contract Document Committee (EJCDC).

13. PEER AND CONSTRUCTABILITY REVIEWS

- Conduct QA/QC peer reviews of drawings and specifications.
- Utilize Construction Department personnel to provide a review of drawings and specifications.
- Make corrections based upon comments from both engineering and construction department comments.

14. ENGINEER'S OPINION OF PROBABLE COST

- Prepare a final opinion of the probable total Project cost including construction cost, construction engineering services, and contingencies.

AGENCY PERMIT SUBMITTALS

15. IEPA/DPWS

- Submit the design documents to the agency for permit to construct, own, and operate the Project.

16. RAILROAD

- Submit drawings and specifications to Metra for review and approval, and obtain necessary permit.

17. COUNTY HIGHWAY

- Submit drawings and specifications to DuPage County Highway Department for review and approval, and obtain necessary permit.

PROJECT BID

18. ASSISTANCE TO BIDDERS

- Set bid dates with Village, create Advertisement for Bids (AFB), provide AFB to Village for publication, and mail advertisement to selected prospective bidders.
- Answer bidders' questions during bid period.

19. ADDENDA

- Issue necessary addenda to all plan holders as necessary.

20. ATTEND BID OPENING

- Attend bid opening with Village personnel and assist in reviewing and checking of bid package submittals as required.

21. TABULATE BIDS & ISSUE LETTER OF RECOMMENDATION

- Tabulate all bids received and review all bid submittals to verify bid is responsive and responsible.
- Issue a Letter of Recommendation to Award the construction contract to the Village for their action.

GREEN STREET LAPP

22. MANAGE PROJECT - Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope. Confer with Village staff, from time to time, to clarify and define the general scope, extent and character of the Project and to review available data. Attend one kick-off meeting with the Village to review the Project, establish Project criteria and clear lines of communication, and one progress meeting to review the Plans, Contract Proposal, and Estimate of Cost prior to submittal to the Department.

23. AGENCY COORDINATION - Coordinate the proposed improvements with the Department. Notify and coordinate the proposed improvements with utility companies.

24. PRELIMINARY PLANS, SPECIFICATIONS, AND ESTIMATE OF COST

- DATA COLLECTION - Collect photographs of the existing conditions along the Project route to assist with preparation of design drawings and exhibits. Obtain data of record, including utility plans and atlas pages, to assist with the preparation of design drawings.
- FIELD EVALUATION - Perform a field evaluation of the existing pavement and curb and gutter to determine the limits of resurfacing, pavement patching and curb and gutter removal and replacement.
- GEOTECHNICAL REPORT - Employ the services of a geotechnical subconsultant to collect soil borings along Green Street and York Road for the water main replacement project and collect pavement cores along Green Street for the LAPP project. The geotechnical consultant will provide an analysis of the soil borings and pavement cores and a report in accordance with the requirements of the Department.
- PRELIMINARY GEOMETRIC PLANS - Prepare the preliminary geometric plan sheets for the proposed improvements.

- PROJECT DETAILS AND STANDARDS – Prepare a Cover Sheet, Typical Sections, Design Details, Summary of Quantities, and Department Standard Detail sheets.
- ESTIMATE OF COST - Prepare a preliminary engineer's estimate of cost.
- PHASE ONE DOCUMENTATION - Prepare and submit Phase 1 documentation as required for a Local Agency Pavement Preservation Project (LAPP) in accordance with the Department's Bureau of Design and Environment Manual and the Bureau of Local Roads and Streets Manual. Maintain an updated Project Application with the DuPage Mayors and Managers Conference.
- PRE-FINAL SUBMITTAL - Prepare Plans and Engineer's Estimate of Probable Construction Cost and submit these documents to the Village for review. Make any necessary changes to the Plans and Engineer's Estimate of Probable Construction Cost as requested by the Village.

25. FINAL PLANS, SPECIFICATIONS, AND ESTIMATE OF COST

- SPECIAL PROVISIONS – Prepare special provisions in accordance with Department guidelines.
- QC/QA – Perform an in-house peer review of the pre-final plans, specifications, and estimates of cost for the Project.
- FINAL CONTRACT PLANS AND CONTRACT PROPOSAL - Prepare contract documents consisting of Plans, Special Provisions, Contract Proposal, and Engineer's Estimate of Probable Construction Cost and submit these documents to the Department for the Village to receive construction bids. Make any necessary changes to the documents as required by the Department in order to secure approval.

\corp.baxwood.com\Projects\Mokena\BENVL\120058-York WM gree\Contract\120058.40 Exhibit B.doc

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 02/21/2012

DESCRIPTION: Resolution authorizing an engineering contract amendment with Baxter & Woodman Inc. for the York Road / Irving Park Road Grade Separation Project for changes in design scope in the amount of \$20,600

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 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 checked="" type="checkbox"/>	<i>Vibrant Major Corridors</i>

ASSIGNED COMMITTEE: I&E (unanimous approval)

DATE: 02/21/2012

BACKGROUND: Baxter & Woodman was retained in January 2011 to perform design engineering services on the grade separation project at the intersection of York Road and Irving Park Road. The original approved contract amount for the design work was \$98,000.

The project includes replacing approximately 2100 lineal feet of existing 8-inch and 10-inch water main with new 12-inch diameter water main on IL Route 19 (Irving Park Road) and York Road as part of Illinois Department of Transportation (IDOT)'s Irving Park Road at York Road Grade Separation Project. The proposed route includes installing the new water main in the north parkway of Irving Park Road and west parkway of York Road to avoid conflicts with the proposed IDOT improvements. All fire hydrants and valves will be replaced and new water services will be installed to the property line. The project will be constructed as part of the IDOT improvements and thus, restoration will not be included in the design of the water main work. Street and pedestrian lighting will be provided on IL Route 19 and York Road for the length of the proposed pavement improvements (approximately 4800 feet).

KEY ISSUES: Three major issues arose during the design of the project.

1. Watermain design – B&W originally designed the watermain along IL19 in the north parkway. After design was completed and submitted to IDOT, we were informed (by IDOT) that they decided to put their proposed storm sewer in the north parkway and that we would need to redesign the watermain to go in the street cross section. B&W performed this work.
2. Sanitary Sewer design – B&W identified conflicts with IDOT's original design as it related to existing sanitary sewer crossings on York Road. IDOT made significant changes late in the process along York Road that required additional effort to re-identify additional conflicts.
3. Street lighting – B&W originally designed the streetlights on the project to include LED fixtures. Due to the unwillingness of IDOT to consider LED or even Metal Halide street lights at the intersection of York and Irving Park, a number of different iterations of design and options were prepared in hopes convincing IDOT to allow these newer energy saving technologies.

Costs associated with these changes as well as the inclusion of additional assistance as the project progresses have been submitted by B&W and are attached to this Green Sheet. Total cost of the amendment is \$20,600, bringing the total contract total to \$118,600.

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff and I&E (5-0) recommend approval of the contract amendment.

BUDGET IMPACT: The total amount of the contract amendment is \$20,600. Funding for the design amendment was not anticipated at budget time; however adequate funds are available in the CIP due to other projects coming in under budget.

ACTION REQUIRED: Approval of Resolution Authorizing the Execution of Contract Amendment #1 with Baxter & Woodman, Inc. for the IL Route 19 (Irving Park Road) and York Road Water Main Replacement and Lighting Improvements Project in the amount of \$20,600.

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF AN ENGINEERING CONTRACT
AMENDMENT WITH BAXTER & WOODMAN, INC. FOR
THE IL ROUTE 19 (IRVING PARK ROAD) AND YORK ROAD WATER MAIN
REPLACEMENT AND LIGHTING IMPROVEMENTS PROJECT
IN THE AMOUNT OF \$20,600**

WHEREAS the Village of Bensenville retained Baxter & Woodman to perform design engineering services in conjunction with the Illinois Department of Transportation's (IDOT) IL 19 (Irving Park Road) and York Road Grade Separation Project with respect to water main design and lighting improvements; and

WHEREAS due to a number of changes by IDOT, Baxter & Woodman was forced to redesign different components of the project; and

WHEREAS Baxter & Woodman performed these redesign duties at the direction of Village of Bensenville staff; and

WHEREAS "Engineering Services Agreement – Amendment #1" which defines the changes in scope and corresponding effort is attached to this Resolution.

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

THAT the Village Board authorizes the Village Manager to execute the necessary documents to Baxter & Woodman, Inc. of Itasca, IL for an engineering contract amendment for the IL Route 19 (Irving Park Road) and York Road Water Main Replacement and Lighting Improvements Project in an amount of \$20,600.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, on this _____ day of _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Corey Williamsen
Deputy Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

VILLAGE OF BENSENVILLE, ILLINOIS
IL ROUTE 19 (IRVING PARK ROAD) AND YORK ROAD
WATER MAIN REPLACEMENT AND LIGHTING IMPROVEMENTS

ENGINEERING SERVICES AGREEMENT
AMENDMENT NO. 1

THIS AGREEMENT AMENDMENT is made this ____ day of ____, 2012, by and between the Village of Bensenville, Illinois, hereinafter referred to as the VILLAGE, and Baxter & Woodman, Inc., Consulting Engineers, hereinafter referred to as the ENGINEERS for the purpose of amending the Engineering Services Agreement between these parties dated January 11, 2011 hereinafter referred to as the AGREEMENT to include additional design services and associated fee.

WITNESSETH that in consideration of the covenants herein, these parties agree as follows:

SECTION 2.1 of the AGREEMENT is hereby amended to include:

“The Engineers’ fee for additional design services for the water main, lighting and sanitary sewer improvements on Irving Park Road described in Exhibit B Sections 18 and 23 shall be a lump sum of \$20,600, ENGINEERS’ Project No. 100943.40. The Engineers’ fee for additional design services as described in Exhibit B Sections 24 through 26 shall be computed on the basis of their hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs, which in total will not exceed \$10,000, ENGINEERS’ Project No. 100943.40.

EXHIBIT B of the AGREEMENT is hereby amended to include:

“Additional Design Services

18. FIELD SURVEY

- Perform survey of existing sanitary manholes throughout project area to determine the size of existing sanitary sewer pipes, depth to the invert, and system connections.

- Coordinate and meet with Public Works to determine the location of sanitary sewer abandonments and investigate the hydraulics in the manhole upstream of York Road lift station.

19. **AGENCY COORDINATION**

- Assist the Village with coordinating with IDOT after the final submittal on May 27, 2011 for a project letting date of August 2011.
- Coordinate and meet with gas utility representative to determine required relocations of existing gas utilities.

20. **WATER MAIN DESIGN**

- Revise the final May 27, 2011, water main design drawings and specifications based on changes to IDOT's base plans provided on June 16 and June 30, 2011.
- Re-design water main location and connections on Irving Park Road. Relocate the water main from the north side to the south side of Irving Park Road and revise connections to existing water mains.
- Prepare revised quantity takeoff and engineer's opinion of probable cost to reflect design revisions for the revised January 2012 letting date.

21. **SANITARY SEWER IMPROVEMENTS**

- Coordinate with the Village and their contract operator to televise the sanitary sewers on York Road. Review the televising tapes and recommend improvements.
- Design improvements to the sanitary sewer near the York Road lift station to protect the sewer against damage from storm sewer installation. Design consists of lining approximately 140 lineal feet of 24-inch storm sewer.
- Design improvements to the sanitary system including sanitary system adjustments based on new drainage piping plan submitted by IDOT on January 31, 2011 including additional structures that were added generally north of Pleasant Street in the west parkway on York Road.
- Review condition of existing sanitary sewer manholes and recommend improvements. Design improvements to approximately 44 manholes.

22. **STREET LIGHTING DESIGN**

- Evaluate over 12 different lighting combinations of LED, metal halide and high pressure sodium, along with different luminaire styles and mounting heights.
- Redesign to eliminate combination poles at the intersection of York Road and Irving Park Road.

23. COST PARTICIPATION ASSISTANCE
 - Assist the Village with obtaining cost sharing for the water main, sanitary sewer, and lighting improvements.
 - Provide assistance to the VILLAGE in locating historical records of the existing water main on Illinois Route 19, including searches of historical information on record with DuPage County and IDOT, and communication with IDOT and the VILLAGE to share findings.
24. FINAL DESIGN REVISIONS
 - Revise specifications and summary of quantities for the water main and sanitary system to reflect IDOT standard pay items for a revised letting date of either April 2012 or June 2012.
25. BIDDING ASSISTANCE
 - Assist the Village in responding to questions from prospective bidders and issuing addenda to IDOT.
26. CONSTRUCTION SERVICES
 - Attend Pre-Construction conference if requested by the Village.
 - Assist the Contractor with interpretation of the Drawings and Specifications.
 - Research and prepare written response by Engineers to requests for information from the Village and Contractor.
 - Visit site as needed by project manager or other office staff.

All other provisions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers as of the day and year first above written.

BAXTER & WOODMAN, INC.

By _____
Vice-President

VILLAGE OF BENSENVILLE, ILLINOIS

By _____
Village Manager

Date of Signature

Date of Signature

(SEAL)

ATTEST:

ATTEST:

(Deputy) (Secretary)

Clerk

Attachment

\corp.baxwood.com\Projects\Mokena\BENVL\100943\10-proposal\Amendment No. 1\ESA AMENDMENT 01.22.12.doc

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 02/21/2012

DESCRIPTION: Resolution authorizing an engineering services agreement with ESI Consultants, Ltd. for resident engineering services associated with the Jefferson Sidewalk Project

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 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>

ASSIGNED COMMITTEE: I&E (unanimous approval)

DATE: 02/21/2012

BACKGROUND: In January 2009, the Village applied for a Congestion Mitigation and Air Quality (CMAQ) grant for sidewalk improvements along Jefferson Street between York Road and Evergreen Street. The improvements include the addition and replacement of 3,200 linear feet of new sidewalk along both the north and south sides of Jefferson Street and ADA detectable warning tiles and ramps. On October 11, 2011 the Village Board approved a Local Agency Agreement (LAA) with IDOT that established the funding for the project. The Federal grant portion of the project totals 80% or \$224,000 and the Village share would equal \$56,000 (20%). The construction contract was let by IDOT in January with Schroeder & Schroeder of Skokie submitting the lowest bid in the amount of \$158,584.71. This bid price was significantly below the engineer's estimate of \$245,000.

KEY ISSUES: The next step in the process of going to construction is securing a consultant to perform the construction engineering services. Four firms from our Resident Engineering Shortlist were asked to submit an RFP for resident engineering services during construction. The evaluation team consisted of six members of staff and an outside individual. Based on the evaluations, ESI Consultants, Ltd. (ESI) was considered the Most Qualified firm (MQF). ESI brings forth a very experienced project team that has performed CMAQ projects in the past.

The proposed assignment 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 Testing Services as a sub-consultant, and includes all sub-grade, concrete and asphalt patching assessments and observations.

ESI's proposed work effort and fee totals \$34,976, of which, about \$4,000 is included for material testing. This not-to-exceed fee equates to 15% of the Engineer's estimated cost, but 22% of the bid price. Construction engineering costs on projects this small can fall in the 7-15% range due to expected duration of the project more than the % of cost.

We have discussed the project scope and schedule with both the engineer and contractor and do not intend to utilize the full 25 working days included in the specifications. Therefore, we do not intend to spend the full amount of the engineering fee. However, since funding will be coming through the FHWA, we are seeking maximum funding at this time as a precautionary measure. On this contract, we will pay the consultant and seek FHWA reimbursement through IDOT.

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff and I & E (5-0) recommend approval of the service agreement.

BUDGET IMPACT: The total contract amount is for \$34,976. Funding for the local share has been set aside in the 2012 Sidewalk CIP (\$60,000)

ACTION REQUIRED: Approval of Resolution Authorizing the Execution of an Engineering Services Agreement with ESI Consultants, Ltd. for the Jefferson Street Sidewalk Project in the amount of \$34,976.

RESOLUTION NO.

**AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES
AGREEMENT WITH ESI CONSULTANTS, LTD. FOR
THE JEFFERSON STREET SIDEWALK PROJECT
IN THE AMOUNT OF \$34,976**

WHEREAS the Village of Bensenville applied and was awarded a Congestion Mitigation and Air Quality (CMAQ) grant in the amount of \$259,200 (80% of the estimated \$324,000 project) for the Jefferson Street Sidewalk Project; and

WHEREAS planned improvements for the project will include the addition and replacement of 3,200 linear feet of new sidewalk along both the north and south sides of Jefferson Street from York Road to Redmond Park and ADA detectable warning tiles and ramps; and

WHEREAS IDOT has recently let this project with Schroeder and Schroeder of Skokie submitting the lowest bid in the amount of \$158,585; and

WHEREAS the Village is now in a position to secure the necessary construction engineering services for the project; and

WHEREAS the Village requested proposals from four firms on our Resident Engineering Shortlist to perform the necessary construction management services; and

WHEREAS ESI Consultants, Ltd. of Naperville, IL was considered the Most Qualified Firm (MQF) based on result from the Evaluation Team; and

WHEREAS the “Engineering Services Agreement,” which defines the scope of work necessary to complete design of both projects, is attached to this Resolution.

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

THAT the Village Board authorizes the Village Manager to execute the necessary documents to ESI Consultants, Ltd. of Naperville, IL for an engineering services agreement for the Jefferson Street Sidewalk Project in an amount of \$34,976.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, on this ____ day of _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Corey Williamsen
Deputy Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

**VILLAGE OF BENSENVILLE
ENGINEERING SERVICES AGREEMENT**

CONTRACT DOCUMENT NUMBER PW-2012-01

JEFFERSON STREET SIDEWALK CMAQ – RESIDENT ENGINEERING

This agreement is made this _____ day of _____, 2012, between and shall be binding upon the VILLAGE of Bensenville, an Illinois municipal Corporation hereinafter referred to as the "VILLAGE" and _____ hereinafter referred to as the "ENGINEER" and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the ENGINEER agrees to perform the services and the VILLAGE agrees to pay for the following services as set forth in the contract documents:

The ENGINEER will perform or be responsible for the performance of the services listed in the "General Scope of Services" section in the Request for Qualifications for Resident Engineering Short-List in connection with this project. The ENGINEER shall furnish or cause to be furnished an appropriate number of qualified engineers, construction observers and technical personnel to perform the required services.

The ENGINEER should amplify, clarify or expand on the scope of services as appropriate and necessary for the proper performance and completion of the project.

1. This contract shall embrace and include all the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. (Jefferson Street Sidewalk CMAQ – Resident Engineering) Request for Proposal Dated December 22, 2011 consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) General Provisions
 - iv) Special Provisions
 - b. ENGINEER'S Proposal Dated January 13, 2012
 - c. ENGINEER'S Work Effort and Fee submittal Dated January 13, 2012
 - d. Revised Scope of Work, Work Effort and Fee Dated February 14, 2012
 - e. IDOT BLR05611 (Construction Engineering Services Agreement For Federal Participation) and all necessary attachments

f. Required Certificates and Signatures and Certificate of Insurance

2. The VILLAGE agrees to pay, and the ENGINEER agrees to accept as full payment for the services which are the subject matter of this contract in accordance with the General Provisions.
3. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Bensenville, Illinois by Frank Soto, Village President, and the ENGINEER have hereunto set their hands this _____ day of _____ 2012.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Print Company Name

Accepted this _____ day of _____, 2012.

Individual or Partnership _____ Corporation _____

By

Position/Title

By

Position/Title

THE VILLAGE OF BENSENVILLE, ILLINOIS

Accepted this _____ day of _____, 2012.

Frank Soto, Village President

Attest:

Corey Williamsen, Village Clerk

VILLAGE OF BENSENVILLE ENGINEER'S CERTIFICATION

_____, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

_____, having submitted a proposal for:
(Name of Company)

(Jefferson Street Sidewalk CMAQ – Resident Engineering) to the Village of Bensenville, hereby certifies that said ENGINEER:

- 1.** has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
- 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 approve 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

(Name of employee/driver or “all employee drivers”)

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

By: _____
Officer or Owner of Company named above

Subscribed and sworn to
before me this _____
day of _____, 20 ____.

Notary Public

LOCAL GOVERNMENT PROMPT PAYMENT ACT (COPY)

AN ACT to create the "Local Government Prompt Payment Act", and to amend certain Acts named therein. P.A. 84-731, approved Sept., 21, 1986, eff. July 1, 1987.

5601. Short title

1. This Act shall be known and may be cited as the "Local Government Prompt Payment Act".

5602. Application

2. This Act shall apply to every county, township, municipality, municipal corporation, school district, school board, forest preserve district, park district, fire protection district, sanitary district and all other government units. Its shall not apply to the State or any office, officer, department, division bureau, board, commission, university, or similar agency of the State, except as provided in Section 7.1

Amended by P.A. 85-1159, 2-2, eff. Aug. 4, 1988.

Paragraph 5607 of this chapter.

5603. Approval of bills

3. The appropriate local government official or agency receiving goods or services must approve or disapprove a bill from a vendor for goods or services furnished the local governmental agency within 30 days after the receipt of such bill or within 30 days after the date on which the goods or services were received, whichever is later. When safety or quality assurance testing of goods by the local governmental agency is necessary before the approval or disapproval of a bill and such testing cannot be completed within 30 days after receipt of the goods approved or disapproved of the bill must be made upon completion of the testing or within 60 days after receipt of the goods, whichever occurs first. Written notice shall be mailed to the vendor immediately if a bill is disapproved.

5604. Payment of bills - Penalty

4. Any bill approved for payment pursuant to Section 3.1 shall be paid within 30 days after the date of approval. If payment is not made within such 30 day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each month or fraction thereof after the expiration of such 30 day period, until final payment is made.

Paragraph 5603 of this chapter.

5605. Failure to approve bills - Penalty for late payment.

5. If the local government official or agency whose approval is required for any bill fails to approve or disapprove that bill within the period provided for approval by Section 3.1 the penalty for late payment of that bill shall be computed from the date 60 days after the receipt of that bill or the date 60 days after the goods or services are received, whichever is later.

Paragraph 5603 of this chapter.

LOCAL GOVERNMENT PROMPT PAYMENT ACT (CONTINUED)

5606. Time periods

6. The time periods specified in Section 3, 4 and 5.1 as they pertain to particular goods or services, are superseded by any greater time periods as agreed to by the local government agency and the particular vendor.

Added by P.A. 85-1159, 2.2, eff. Aug. 4, 1988.

Paragraph 5603, 5604 and 5605 of this chapter.

5607. Funds appropriated or controlled by state - Certification

7. If funds from which the local governmental official or agency is to pay for goods or services are funds appropriated or controlled by the State, then the local governmental official or agency may certify to the State Treasurer, Comptroller and State agency responsible for administrating such funds that a specified amount is anticipated to be necessary within 45 days after certification to pay for specified goods or services and that such amount is not currently available to the local governmental official or agency. The State Treasurer, Comptroller and State agency shall than expedite distribution of funds to the local governmental unit to make such payments. The certification shall be mailed on the date of certification by certified U.S. mail, return receipt requested. Any interest penalty incurred by the local governmental unit under Section 3 or 4.1 because of the failure of funds to be distributed from the State to the local governmental unit within 45 day period shall be reimbursed by the State to the local governmental unit as an amount in addition to the funds to be otherwise distributed from the State.

Added by P.A. 85-1159 2-2, eff. Aug. 4, 1988.

Paragraph 5603 or 5604 of this chapter.



VILLAGE OF BENSENVILLE

Contract Document Number
PW-2012-01

Jefferson Street Sidewalk CMAQ – Resident Engineering

Proposals Due:	3:00 P.M., January 13, 2012 Public Works Building 717 E. Jefferson Street, Bensenville
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December 22, 2011

Obtain information from and submit proposals to:

Joseph M. Caracci, P.E.
Director of Public Works
Village of Bensenville
717 E. Jefferson Street
Bensenville, Illinois 60106
(630) 350-3435

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of the contract executed between the Village of Bensenville and any successful firm.

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December 22, 2011

Re: Short List Submittal Request

Dear Consultant:

The Village of Bensenville Public Works Department will accept sealed proposals until 3:00 P.M., January 6, 2012 for the JEFFERSON STREET SIDEWALK CMAQ – RESIDENT ENGINEERING.

Please refer to your submittal in response to our Request for Qualifications of January 28, 2011, as it contains all the general and special provisions for professional services. Take note of the necessary signatures, various submission requirements and proposal criteria for this submittal. Please submit one original and four copies of your proposal.

In an attempt to expedite the selection process, we ask that a separate sealed envelope be submitted as part of this package that includes work effort and fee anticipated for the project based on your submitted understanding and scope for the project. This envelope will be returned (unopened) in the event your firm is not selected as the Most Qualified Firm (MQF).

This request is being sent to selected firms short-listed for Resident Engineering. You have the option of submitting. Choosing to decline work will not be viewed nor interpreted negatively. Firms so declining shall remain eligible for future short-list project work.

The Village of Bensenville reserves the right to reject any or all proposals, to waive any and all technicalities or to accept the proposal deemed most advantageous to the Village of Bensenville.

We welcome your submittal.

Sincerely,

Village of Bensenville

Joseph M. Caracci

Joseph M. Caracci, P.E.
Director of Public Works

**SPECIAL PROVISIONS
AND
REQUEST FOR PROPOSAL
FOR
JEFFERSON STREET SIDEWALK CMAQ**

INTRODUCTION

The Village of Bensenville is seeking a professional firm to perform Resident Engineering Services, including but not limited to, construction lay-out, management, observation, inspection and construction schedule monitoring, to insure timely completion of, and quality in the constructed product, to measure in place quantities, to keep accurate quantity books and to prepare progress payouts, change orders and record drawings. The desired services are inclusive of providing all services necessary to document construction of the project. This project will require careful monitoring of construction progress.

BACKGROUND

The Jefferson Street Sidewalk Project is anticipated to begin construction in Spring 2012. The project will consist of the installation of new sidewalk and repair of damaged sidewalk on both sides of Jefferson Street between York Road and Redmond Park. The project will be partially funded through the Congestion Mitigation and Air Quality Grant. Design and development of construction documents were performed by Bollinger, Lach and Associates. The project is currently on the January 2012 IDOT letting for construction.

CONSTRUCTION CONTRACT DOCUMENTS

Plans and Specifications will be made available for download at the Village's official website (www.bensenville.il.us) by following the links to "Departments" – "Public Works" – "Professional Services". ENGINEERS may also request an electronic copy from the Village or arrange for an upload to their FTP site (if available).

GENERAL SCOPE OF SERVICES

The ENGINEER will perform or be responsible for the performance of the services listed in the "General Scope of Services" section in the Request for Qualifications for Resident Engineering Short-List in connection with this project. The ENGINEER shall furnish or cause to be furnished an appropriate number of qualified engineers, construction observers and technical personnel to perform the required services.

The ENGINEER should amplify, clarify or expand on the scope of services as appropriate and necessary for the proper performance and completion of the project.

PROVISIONS BY BENSENVILLE

The VILLAGE will provide the following information and services to the ENGINEER:

1. Design reports, plans, specifications, geotechnical investigations (if any), and bid tabulations.

2. Utility maps for water, sewer and street lighting.
3. Standard VILLAGE forms in paper and electronic formats.
4. AutoCad drawing file(s) for producing record drawings.

PERIOD OF PERFORMANCE

The duration of the work shall coincide with the Contractor's schedule. The majority of observation work should be completed by early summer, 2012. Project close-out and completion of all required documentation in accordance with Village is included and the work effort should reflect the appropriate time considerations to complete the documentation in a timely manner.

The ENGINEER shall provide sufficient staff to properly perform all of the required services in a timely manner, so as to not delay completion of the project.

SELECTION AND PROJECT SCHEDULE

The selection process will entail multiple steps:

1. Issuance of the RFP by the VILLAGE.
2. Submittal of written proposals from the ENGINEER's. The submittal shall include the Engineer's Project Understanding, Scope of Work and other pertinent information to enable the VILLAGE to determine the Most Qualified Firm (MQF) for this project. The ENGINEER shall provide a detailed and thorough analysis of the project and the scope of work to clearly demonstrate his understanding and insight into the project.
3. The VILLAGE's selection committee will review the proposals received and rank the firms in order to determine the MQF for this project.
4. The selection committee will then open the sealed work effort and fee envelope (for the MFQ only) and review the work effort and fee proposal in conjunction with the Engineer's Project Understanding and Scope of Work, and will meet with the MQF to negotiate the scope of work, the work effort and the fee. If the VILLAGE and the ENGINEER come to agreement over the scope of work, the work effort and the fee, then the VILLAGE will prepare an engineering agreement between the VILLAGE and the ENGINNER for execution by the ENGINEER and VILLAGE. If the VILLAGE and the ENGINEER cannot come to agreement over the scope of work, the work effort and the fee, then the VILLAGE will proceed to negotiate with the second ranked firm.

Selection Schedule

Request for Proposal Issued	12/22/2011
Proposals Due	01/13/2012
Selection Committee Evaluation	01/16/2012-01/20/2012
Recommendation to I&E Committee	02/21/2012
Recommendation to Board	02/28/2012

Project (Construction) Schedule

IDOT Letting	01/20/2012
Recommendation to I&E Committee	02/21/2012
Recommendation to Board	02/28/2012
Preconstruction Meeting	03/2012
Notice to Proceed	03/2012
Substantial Completion	05/2012
Project Closeout & Record Drawings	Not later than 07/31/2012

PROPOSAL FORMAT

The name of the firm and the location of the office which will have responsibility for this project must be indicated along with the name, address and phone number of a contact person responsible for and knowledgeable of this proposal. List the project team in the format outlined in the January 28, 2011 RFQ. Include only similar municipal project experience for proposed team members. Include only résumés not contained in your February 12, 2010, Statement of Qualifications.

Proposals shall be organized in the following manner.

- Introduction
- Project Understanding
- Scope of Work
- Proposed Schedule
- Project Team and Organization Chart
- Resume's (if needed) – please do not resubmit resumes from SOQ
- Project Proposal Form

Submit one original and four copies of your proposal. The VILLAGE would also appreciate one electronic version of your proposal on CD/DVD/ZIP DRIVE.

In an attempt to expedite the selection process, we ask that a separate sealed envelope be submitted as part of this package that includes work effort and fee anticipated for the project based on your submitted understanding and scope for the project. This envelope will be returned (unopened) in the event your firm is not selected as the Most Qualified Firm (MQF).

Provide an hourly break-down for the project elements identified in your Project Understanding and Scope of Work. Your multiplier for this project must be indicated. Include a detailed listing of items which are not included in the multiplier which would be billed as reimbursable expenses. **The actual fee shall be negotiated based upon concurrence of the project scope and work effort.**

VILLAGE OF BENSENVILLE SHORT-LIST PROJECT PROPOSAL FORM

We hereby agree to furnish to the VILLAGE, services as outlined in the accompanying proposal in accordance with provisions, instructions, and specifications of the VILLAGE. This form must be signed by an authorized agent of the ENGINEER. If the ENGINEER is a corporation, the corporate seal must be affixed.

The successful ENGINEER will be required to agree to sign the VILLAGE contract and appendices (sexual harassment policy, tax liability, and CDL testing). They are provided for the ENGINEER'S information in Appendices 1 and 2 of the January 28, 2011 Request for Qualifications.

The proposal shall be binding for ninety (90) days following the proposal due date. My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in the Notice of Request for Proposals for JEFFERSON STREET SIDEWALK CMAQ - RESIDENT ENGINEERING.

I/We certify that I/We am/are authorized to sign as an agent(s) of the firm:

PLACE CORPORATE SEAL HERE

By.....: _____

Print Name.....: _____

Position / Title.....: _____

Company Name.....: _____

Address Line 1.....: _____

Address Line 2.....: _____

Telephone.....: _____

VILLAGE OF BENSENVILLE
STATEMENT OF PROPOSAL
FOR
JEFFERSON STREET SIDEWALK
CMAQ-
RESIDENT ENGINEER

CONTRACT DOCUMENT NUMBER
PW-2012-01

DUE:
3:00 P.M.
FRIDAY, JANUARY 13, 2012

ORIGINAL

CONTACT:
Joseph Chiczewski, P.E.
1979 North Mill Street, Suite 100
Naperville, Illinois 60563
630.420.1700
jchiczewski@esilt.com



Civil/Site Engineering

Transportation Engineering

Municipal Engineering

Construction/Resident Engineering

Structural Engineering

Water/Wastewater Engineering

Natural Resources

ESI CONSULTANTS, LTD.
1979 North Mill St., Suite 100, Naperville, IL 60563
753 Windsor Road, Charleston, IL 61920
208 S. LaSalle Street, Suite 1705, Chicago, IL 60604

www.esilt.com

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JEFFERSON STREET SIDEWALK CMAQ- RESIDENT ENGINEERING
CONTRACT DOCUMENT NUMBER PW- 2012-01
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- 2. PROJECT UNDERSTANDING**
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- 4. PROJECT SCHEDULE**
- 5. PROJECT TEAM AND SPECIFIC EXPERIENCE**
- 6. ADDITIONAL STAFF RESUMES**
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SECTION 1: INTRODUCTION

*JEFFERSON STREET SIDEWALK CMAQ- RESIDENT ENGINEERING
VILLAGE OF BENSENVILLE*

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INTRODUCTION

ESI Consultants, Ltd. (ESI) should be selected to provide the Resident Engineering Services for the Jefferson Street Sidewalk CMAQ Project for several key reasons:

- Our Exceptional Team
- Successful Similar Firm and Team Member Experience with Exceptional References
- Our Resident Engineering Staff's Excellent Listening / Communication Skills
- Committed, Quality Driven Firm & Individuals

OUR EXCEPTIONAL TEAM

ESI Consultants has the in house expertise to perform all the key required services. However, in addition to our in house expertise we have assembled a unique TEAM of consultants that ESI will lead and manage seamlessly for the Village in order to best meet the needs of this project. Our team is led by ESI Consultants and staff and we have included two MBE firms to further support the Village including GSG. We strongly believe this ESI team both best addresses the specific project needs and shows ESI's commitment to providing excellent service to the Village in a team approach while reflecting the diversity and needs of the community.

SUCCESSFUL SIMILAR FIRM EXPERIENCE

ESI and key project personnel have the depth and experience to work with Bensenville staff in providing critical insight and solutions. This perspective is demonstrated by the range of our work for various municipalities, public agencies, and other clients—specifically in the areas of agency coordination and community involvement.

Our resident engineering experience includes the construction inspection, plan reviews, estimates of cost and coordination with IDOT, FHWA, CDOT, the Village of Long Grove and other regulatory agencies.

Our key staff has worked directly on recent similar projects for other agencies and communities:

- *Lake St / Sheridan Road Resurfacing & Sewer/Water Main Improvements, Evanston*
- *Sidewalk Improvements, County of DuPage*
- *Wacker Drive Riverwalk- Wabash Plaza, Chicago*
- *Checker Road & Schaeffer Road Sewer, Roadway and Multi-Use Trail Construction, Long Grove*
- *2007 Naperville Sidewalk Program, Naperville*
- *WPA Residential New Street Construction, Lister Avenue from Damen Avenue to Webster Avenue, Chicago*
- *Archer Road, Streetscape and Lot Reconstruction, Long Grove*

Just to name a few. See Section 5 Project Team & Specific Experience for further explanation of the above and additional projects. For more extensive project experience see ESI RFQ submittal.

EXCELLENT COMMUNICATION SKILLS

A successful project cannot occur without proper communication. To understand the desires and needs of the Village staff, the residents, and businesses, proper communication skills are required. Especially when managing a project of this size while continually updating the local businesses on daily construction activities that could affect their livelihood. We recognize that communication is a two way street. Our assigned team has the successful experience to ask the correct questions and listen to the responses to understand the concerns of the groups. Our key staff has been involved in public meetings and each brings a different skill set that when meshed together can address the concerns in a simple, non-technical response or a detailed technical response as dictated by the

INTRODUCTION

individual asking the question. Other consultants have even retained us specifically to manage community involvement. We will tailor our expertise to meet the specific needs of the project.

COMMITTED, QUALITY DRIVEN COMPANY AND INDIVIDUALS

ESI, as a firm and as individuals, is committed to providing quality service. We stand firmly behind our **Excellence, Service and Integrity**. ESI is dedicated to enhancing our clients' business through quality professional planning, design, and construction engineering services. We strive to provide **Excellence** in all we do. We apply technologies for our clients' benefit with high quality **Service** and endeavor to maintain **Integrity** in relations with our clients, employees, and business partners. Our commitment to these principles is what made us a 2009, 2010 and 2011 Zweig Letter Hot Firm Winner.

ESI PERSONNEL ASSIGNED TO THIS PROJECT

NAME	ROLE
KEVIN HAYES, P.E.	SENIOR PROJECT MANAGER
SYLVAN POPOVICI, P.E.	RESIDENT ENGINEER
BRANDT ZENTNER, CPESC, CFM	INSPECTION SUPPORT

A summary of Key personnel expertise is as follows:

- MR. HAYES: has over 28 years of experience on construction projects. His experience on civil design and construction engineering projects includes work on bridges, retaining walls, roadways, drainage, lighting, traffic signals and transit facilities. He will act as the project manager for this project, attending construction update meetings, staffing issues and coordinating with other governing agencies as required.
- MR. POPOVICI: has 6 years of experience involving municipal roadway design and construction. He is responsible for review of design and overseeing construction projects as a resident engineer. He will be available for inspection and documentation support as needed.
- MR. ZENTNER AND MR. WILLIAMS: will provide additional onsite construction inspection support at the times when Mr. Popovici is not able to provide adequate attention to the construction. Mr. Zentner is a Certified Professional in Erosion and Sediment Control (CPESC) and will be responsible for inspecting the site each week for conformance with the erosion control requirements.
- All of our field staff has IDOT documentation certification and a variety of materials QA/QC training that will allow us to handle any materials issues that may arise.

Due to the complexity of this project and to enhance this team we have added the following sub-consultant firms.

PROPOSED SUB-CONSULTANTS:	SERVICES PROVIDED:	CONTACTS:
GSG MATERIAL TESTING, INC. A CERTIFIED M/DBE	MATERIAL TESTING SERVICES	ALA SASSILA

We recognize the overall importance of these services to Bensenville; and therefore, we assembled a first rate team for this project. We are enthusiastic about this opportunity to serve the Village of Bensenville. We believe this statement of qualifications demonstrates this enthusiasm as well as our expertise and qualifications. We invite the Village to contact the clients included on the enclosed list of references to hear firsthand of the quality engineering services provided by ESI.

SECTION 2: PROJECT UNDERSTANDING

JEFFERSON STREET SIDEWALK CMAQ- RESIDENT ENGINEERING
VILLAGE OF BENSENVILLE

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PROJECT UNDERSTANDING

The following is ESI Consultants Ltd. (ESI) understanding of the Resident Engineering services requested for the Jefferson Street Sidewalk CMAQ project and where we can add value to this project. The understanding is based on field visits to the site and construction experience on similar projects as outlined in our Statement of Qualifications. Additional areas of project information include the request for proposal and the Specifications & Plans distributed by the Village of Bensenville and designed by Bollinger, Lach & Associates, Inc.



There are areas where there is not a sidewalk currently. Some of these areas appear to have utility poles and trees that appear not to be shown correctly on the drawings. These may require additional thought during the layout as the sidewalk is to remain within the public right of way. Determining the right of way line will be very important on this project.

The desired services include the construction lay-out, management, observation, inspection, construction schedule monitoring, and accurate record keeping that insure quality in the final product. There are many firms that are capable of completing these services adequately but ESI has the experience, excellent communication skills, and our commitment to provide each client with our Excellence, Service and Integrity that will set us apart from the others. We are eager to make a great impression on the Village of Bensenville with our quality and value of service and begin what we believe will be a long constructive relationship between ESI and Bensenville.

The Jefferson Street Sidewalk Project is anticipated to begin construction in Spring 2012. The project will consist of the installation of new sidewalk and repair of damaged sidewalk on both sides of Jefferson Street between York Road and a point 950 east of Evergreen Street for an approximate total length of 3,494 feet. The project includes the removal of 9,250 square feet of sidewalk and driveway aprons and constructing 20,152 square feet of sidewalk with restoration. The project will be partially funded through the Congestion Mitigation and Air Quality Grant. Design and development of construction documents were performed by Bollinger, Lach and Associates. The project is currently on the January 2012 IDOT letting for construction.

Public Involvement/Coordination

Since this project will directly affect businesses and residents, good communication will be essential. Traffic and pedestrian safety, dust control, material storage, construction staging as well as noise levels, will be critical items for the adjacent businesses and residents during construction.

PROJECT UNDERSTANDING



There are existing drainage swales and driveway culverts that are to remain functional after the sidewalk is constructed. In looking at the cross sections in the plans, it appears that the area west of Marion Street may require additional design during construction as the swale appears to be filled in on the plans.

business or resident by altering the timing of the concrete pour, we will facilitate this.

ESI will focus on communicating with the community bordering the project. This communication may take the form of door hanger notifications, newsletters, personal letters, individual meetings, or public meetings.

We are committed to working with the Village's staff to develop the most appropriate Public Involvement for this project. But we will also be on the lookout for these issues during the construction as well. Issues such as the location of material stockpiles, where it appears that there are limited areas. It may be necessary to haul excess soil off site and then return with a load of aggregate base material for under the sidewalk.

Construction Contract Bid and Award

The bid opening for the construction of Jefferson Street Sidewalk CMAQ is currently scheduled for January 20, 2012 with the award of the contract to be on the Board of Trustees Agenda February 28, 2012. If awarded, the pre-construction meeting will take place in March 2012 with the Notice to Proceed issued shortly thereafter. It is currently anticipated that the contractor will be substantially complete by the end of May, 2012. This project is utilizing Congestion Mitigation and Air Quality Grant funding sources in addition to Village fund. ESI is familiar with this funding source and have the knowledge of how to document what improvements are being paid for by which funding sources and how to prepare pay requests that will make it easier on Bensenville staff to keep track of each fund.

PROJECT UNDERSTANDING

Quality Assurance Plan and Quality Control Procedures (QA/QC)

ESI will prepare a QA/QC Plan for the project. The Plan will define the procedures used to control and insure the quality of the design through construction. The QA/QC Plan will address the following:

- Management responsibility
- Review Design standards and documents
- Document control
- Process control
- Quality records and audit procedures
- Public Involvement/Coordination

ESI has QA/QC procedures currently in place for our own Resident Engineering and Construction Review process. These procedures serve as the basis for the Project QA/QC Plan and will be customized to meet the needs of this project. The QA/QC Plan will be submitted one week after Notice to Proceed. The project QA/QC Engineer and his team members will review each product prior to submittal to the Village. Various detailed checklists will be utilized in these reviews. The QA/QC reviewers will not be involved in the day-to-day project inspection. Additionally, project management software may

be utilized to maintain project schedules. The ultimate goal of ESI is to provide Bensenville quality construction phase reporting and inspection with a minimization of delays and positive community support for the Jefferson Street Sidewalk CMAQ Project.



There are several utilities that require focus. There are fiber optic cables, petroleum fuel lines, overhead utilities as well as water mains, storm and sanitary sewer main.

Construction Schedule

This project has a tentative schedule with the completion of the work no later than May 2012, with final completion date and submittal of record drawings not later than July 31, 2012. We feel that while this is very aggressive it is doable, and we will work with the contractor to meet this schedule. The contractor's current anticipated notice to proceed is in March of 2011. Our anticipated schedule is shown on the exhibit located in the project scope section created for comparison with the contractor's schedule. But key dates are as follows:

PROJECT UNDERSTANDING

Begin Construction: March, 2012

Supplemental Completion: May 25, 2012

Project Closeout & Record Drawings: July 31, 2012

ESI is looking forward to the opportunity to join Bensenville, in providing a safe passage way along Jefferson Street for its residents. It is a project that will have a great benefit for the residents. ESI will provide the communication necessary to obtain informed consent of all parties for work operations during the project construction and make the project a success for Bensenville and this specific community.

SECTION 3: PROJECT SCOPE

PROJECT SCOPE PROVISIONS BY BENSENVILLE

Scope of Services

*JEFFERSON STREET SIDEWALK CMAQ- RESIDENT ENGINEERING
VILLAGE OF BENSENVILLE*

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PROJECT SCOPE

Currently the Village of Bensenville is requesting proposals for Resident Engineering services for a project entitled Jefferson Street Sidewalk CMAQ. This project is to be constructed using an 80: 20 ratio of a Congestion Mitigation and Air Quality Grant and Village funds. The project includes the removal of 9250 square feet of sidewalk and driveway aprons and constructing 20,152 square feet of sidewalk with restoration.

We understand that the Village of Bensenville's Consulting Engineering Services project Base Scope of Services may require ESI Consultants, Ltd. to perform any of the following tasks.

1. Attend and lead a pre-construction conference with the contractor, Village and other parties.
2. Obtain from the contractor a list of proposed suppliers and subcontractors. Make recommendations to the Village regarding the suitability of the subcontractors for the proposed work.
3. Review the construction schedule submitted by the contractor for compliance with the contract. ESI has put together an anticipated construction schedule that we can compare to the contractors in order to make sure we are on the same page about how long certain items will take to complete.
4. Check and approve, or reject and request resubmittal of, any submittals made by the contractor for compliance with the contract documents.
5. As construction staking is included as a responsibility of the contractor in the contract documents provided by the Village, ESI anticipates little staking being required by ESI. We have included some time anticipating that there may be a need for adjusting the horizontal alignment as a field change during construction.
6. Observe the progress and quality of the executed work. Determine if the work is proceeding in accordance with the Contract Documents. The ENGINEER shall keep the VILLAGE informed of the progress of the work, guard the VILLAGE against defects and deficiencies in the work, advise the VILLAGE of all observed deficiencies of the work and disapprove or reject all work failing to conform to the contract documents.
7. Provide extensive on-site observations of the work in progress and field checks of materials and equipment through a Resident Engineer or Inspector, who shall:
 - Serve as the VILLAGE's liaison with the contractor working principally through the contractor's field superintendent.
 - Be present whenever the contractor is performing work on-site, associated with the project.
 - Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings

PROJECT SCOPE

- Review contractor's progress on a regularly scheduled basis (weekly or other appropriate interval) and update the progress schedule. Compare actual progress to the contractors approved schedule. If the project falls behind schedule, work with the contractor to determine the appropriate course of action to get back on schedule. During the project, ESI will update our schedule and determine if there are areas that work can be done faster.
- Arrange for any required material testing required under the contract with the ENGINEER'S geotechnical consultant. ESI Consultants will be using GSG Material Testing, Inc. for our materials and geotechnical testing. All CCDD requirements will be the contractor's responsibility for this project.
- Coordinate with residents and VILLAGE regarding the Village's sidewalk policy and the Village's driveway apron upgrade program within the project area. Answer resident questions concerning the policy, program and the project.
- Perform weekly barricade checks. The inspection shall be made between sunset and sunrise. The Barricade Check Reports shall be completed and delivered to the Public Works Department. Notify the contractor of, and take appropriate steps to correct, any deficiencies noted.
- Maintain orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract. ESI and its staff is very familiar with the extensive paperwork associated with a federally funded project and the documents required by the contractor during the process. With this experience, we have been able to close out the projects in a timely manner with IDOT.
- Record names, addresses and telephone numbers of all contractors, subcontractors, and major material suppliers.
- Prepare payment requisitions and change orders. Review applications for payment with the contractor for compliance with established submission procedure and forward them with recommendations to the VILLAGE
- Prior to final inspection, submit to the contractor a list of observed items requiring correction and verify that each correction has been made.
- Conduct final inspection with the VILLAGE and prepare a final list of items to be corrected
- Verify that all items on the final list have been corrected and make recommendations to the VILLAGE concerning project acceptance
- Except upon written instructions of the VILLAGE, the Resident Engineer or Inspector shall not authorize any deviation from Contract Documents.

PROJECT SCOPE

- Prepare and distribute daily/ weekly/ bi-weekly/ monthly informational notification/ newsletters for residents and businesses. On previous projects, we have found it beneficial to also post these to a project website or to a link on the Village's website or even a physical job board in the area that locals can get the latest newsletter. These ideas allow additional locations for residents and businesses to access the information.
- Carry a mobile phone during contractor's working hours (usually 7AM to 5PM) for continuous ability for the Village to contact the Resident Engineer.

8. Keep an inspector's daily report book in the VILLAGE'S format, or other required format appropriate for the project, recording hours on the job site, weather conditions, general and specific observations, daily activities, quantities place, inspections, decisions, and a list of visiting officials.

9. Determine if the project has been completed in accordance with the contract document and if the contractor had fulfilled all obligations.

10. Shop Drawings and Contractor Submittals:

- Record data received, maintain a file of drawings and submissions, and check constructions for compliance with them.
- Review contractor's submittals for compliance with Contract Documents. Notify the VILLAGE of any deviations or substitutions. With the notification, provide the VILLAGE with a recommendation for acceptance or denial, and request direction from the VILLAGE regarding the deviation or substitution.
- Alert the contractor's field superintendent when materials or equipment are being installed before approval of shop drawings or samples, where such are required, and advise the VILLAGE when it is necessary to disapprove work as failing to conform to the Contract Documents.

11. Record Drawings:

- Maintain a set of Record Drawings on which all changes are noted. Deliver both a reproducible set of drawings and drawing file(s) in an "autocad compatible format", on CD ROM, to the VILLAGE at the completion of the project.
- ESI Consultants is familiar with GIS technologies and can provide additional value to our resident engineering services by submitting this information in a format compatible with ArcView. This would allow the VILLAGE to incorporate this project into their current GIS zoning map and allow better compliance with the IEPA NPDES permit requirement of illicit discharge elimination.

12. The ENGINEER shall comply with the VILLAGE Personal Protective Equipment (PPE) policy. The policy at minimum requires anyone on a construction site to wear a safety vest and steel-toed shoes. Various situations calling for further safety requirements are indicated in the policy.

PROJECT SCOPE

PROVISIONS BY BENSENVILLE

The VILLAGE will provide the following information and services to the ENGINEER:

1. Design reports, plans, specifications, geotechnical investigations, and bid tabulations
2. Utility maps for water, sewer, and street lighting
3. Standard VILLAGE forms in paper and electronic format
4. AutoCad drawing file(s) for producing record drawings

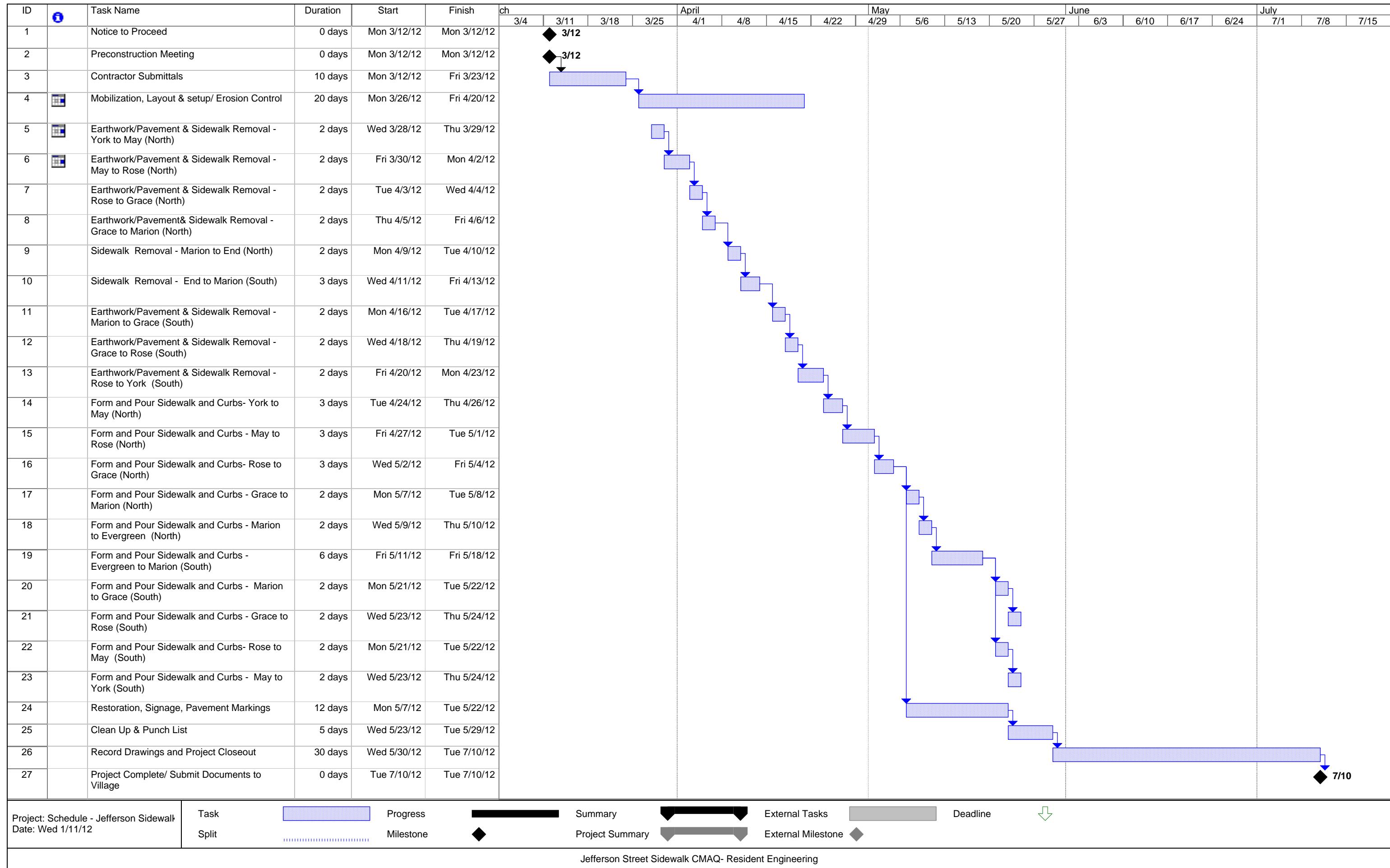
ESI prides itself in planning before proceeding on a project. Without a sound, thought out plan, it is extremely difficult to provide a successful end result. The specific scope of service for this project, along with a defined project schedule and anticipated fee will be negotiated after selections. ESI will present monthly reports of schedule and budget for the project and allow the Village to understand the effort and costs involved in meeting the project budget.

In addition to the above process, we also are an advocate of a good quality assurance/quality control (QC/QA) plan. We require, depending on the type and size of the specific project, in-house reviews of the documents and project procedures be performed at 30%, 60% and 95% of the project schedule. If the Village prefers, we can provide a copy of this QC/QA plan and/or the review comments from these reviews as requested.

In summary, we have found that with proper planning and project management, we have been successful in completing projects within budget and on time based on items within our control. See the following pages for our anticipated schedule.

SECTION 4: PROPOSED SCHEDULE

JEFFERSON STREET SIDEWALK CMAQ- RESIDENT ENGINEERING
VILLAGE OF BENSENVILLE



SECTION 5: PROJECT TEAM AND FIRM'S SPECIFIC EXPERIENCE

***FIRM EXPERIENCE
PROJECT TEAM
ORGANIZATION CHART***

*JEFFERSON STREET SIDEWALK CMAQ- RESIDENT ENGINEERING
VILLAGE OF BENSENVILLE*

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FIRM EXPERIENCE

Project / Client	Lake Street Resurfacing / City of Evanston
Scope of Work / (Contractor) / Client POC	HMA Resurfacing of Lake Street for approximately 1 1/4 miles from McDaniel Avenue to Elmwood Avenue in Evanston. The improvement includes the reconstruction and adjustments of several utility structures, removal and replacement of curb and gutter, driveway pavement, sidewalk and ADA ramps , and thermoplastic pavement markings. Phase III / A Lamp Concrete Contractors Inc., Schaumburg, IL / Sat Nagar, P.E., Senior City Engineer (847) 866-2924. Funding Source: Local, State & Federal
Project Team	Joseph Chiczewski, P.E. – Project Principal, Kevin Hayes, P.E. - Project Manager, David Doffin – Field Engineer, Sylvan Popovici- Field Engineer, Kent Williams – Field Technician
Construction Cost / Fee / Year	\$1,180,000/ \$129,000/ 2009

Project / Client	Sidewalk Improvements/DuPage County
Scope of Work / (Contractor) / Client POC	Planning, design, and construction engineering services were provided for the installation of sidewalk at various locations throughout DuPage County. Engineering services included preliminary design studies, environmental screening, drainage studies, contract plan and specification preparation, construction inspection and observation, material testing, public coordination, and project closeout.
Project Team	Phase 2 and 3/ Mr. Morgan Cotton, DuPage County Div. of Transportation (630) 407-6900
Construction Cost / Fee / Year	Joseph Chiczewski, P.E. - Project Principal, Mark Reznicek P.E. - Project Manager, Don Naughton – Engineering Technician, Sylvan Popovici – Field Engineer

Project / Client	Wacker Drive Riverwalk – Wabash Plaza Chicago Department of Transportation
Scope of Work / (Contractor) / Client POC	The award winning project consisted of the construction of a new public plaza – the Vietnam Memorial - along the main branch of the Chicago River between State Street and Wabash Avenue. The project included: demolition and removal of existing windows and frames in the State Street Bridge House; stair wells, curbs, mooring posts, and railings along the dock wall edge; lower level foundations, walls, and stairs; and the balustrade in the upper level corner of State Street and Wacker Drive. Construction of stairs along the east side of the State Street Bridge House and switchback ramps with associated stairs along the north side of Wacker Drive were included. Construction of sloping lawns and planter boxes between the ramps and placement of trees, shrubs, and flowers in the lawn sand boxes, completion of the unfinished terrace lawn construction at the east end of the plaza, construction of a Vietnam Memorial Fountain in the main lower level plaza, construction of curtain walls and louvers to close off the lower level plaza from Lower Wacker Drive were finalized. Phase 3 / Rausch Contractors; Broadview, IL / Mr. Chris Kent, P.E., Construction Manager (312) 744-3591. Funding Source: Federal, Local
Project Team	Joseph Chiczewski, P.E. – Project Principal, David Clark, P.E. – QA/QC & Resident Engineer, Sylvan Popovici – Field Engineer
Construction Cost / Fee / Year	\$3,500,000 / \$300,000 / 2005-2006

FIRM EXPERIENCE

Project / Client	Checker Road & Schaeffer Road Sewer, Roadway and Multi-Use Trail Construction / Village of Long Grove
Scope of Work / (Contractor) / Client POC	Approximately 2.5 mile long project which included new sewer, roadway reconstruction and the addition of approximately 1 mile of new multi-use trail and path system . This highly sensitive project runs along environmentally sensitive forest preserve lands and through residential areas significantly impacting residents. Community Involvement elements included weekly newsletter updates and website posting along with emails to homeowners associations. Key technical issues included the construction of a new lift station adjacent to high quality wetlands. The project also included both open trenching and micro-tunneling for the installation of the new sewer (both gravity and force main). Traffic control and protection was a critical element to the residents. The trail / path connects residents to the regional Lake County Forest Preserve system and eventually ties into the Village-wide path system. Phase 3 / Pease Construction; Ringwood, IL / David Lothspeich, Village Manager (847) 634-9440. Funding Source: Local
Project Team	Joseph Chiczewski, P.E. – Project Principal/Village Engineer, Brian Witkowski, P.E. – Project Engineer, Brandt Zentner – Resident Engineer, Sylvan Popovici –Field Engineer
Construction Cost / Fee / Year	\$3,500,000 / \$50,000 / 2006 -2008

Project / Client	2007 Naperville Sidewalk Program / City of Naperville
Scope of Work / (Contractor) / Client POC	The 2007 Sidewalk Program for the City of Naperville involved two projects. The first project was placing new sidewalk in 12 locations where there was none previously . The services consisted of earth excavation, pavement/curb removal, aggregate base placement, sidewalk/curb placement, retaining wall placement or slope regrading, fencing, ADA sidewalk ramps and landscape restoration. The second project was removing and replacing existing sidewalk and curb that has been deemed defective in 480 locations throughout the City . Services for this project consisted of sidewalk/curb removal and replacement, aggregate base work, ADA sidewalk ramps, and landscape restoration (topsoil and seed) . Phase 3 / Cella Concrete, Inc.; Addison, IL / Sean Marquez, Project Engineer (630) 420-6100. Funding Source: Local, MFT
Project Team	Joseph Chiczewski, P.E. – Project Principal, Brandt Zentner –Resident Engineer, Paula Estock – Field Engineer, Sylvan Popovici– Field Engineer
Construction Cost / Fee / Year	\$350,000 / \$38,000 / 2007

Project / Client	WPA Residential New Street Construction, Lister Avenue from Damen Avenue to Webster Avenue, Chicago, IL
Scope of Work / (Contractor) / Client POC	Construction engineering services were provided for the reconstruction of approximately 1,300 feet of residential streets on Lister Avenue from Damen Avenue to Webster Avenue. The improvement included the introduction of curb and gutter , drainage structures, street lighting, concrete base course, asphalt overlay, sidewalk meeting the City's strict ADA requirements and landscaping. City of Chicago/Mr. Paul Labuz (312) 744-3831.
Project Team	Joseph Chiczewski, P.E. – Project Principal, Brian Witkowksi, P.E. – Project Manager, Brandt Zentner – Resident Engineer, Sylvan Popovici – Asst. Resident Engineer, David Doffin - Asst. Resident Engineer, Kent Williams – Field Technician
Construction Cost / Fee / Year	\$932,000 / \$195,000 / 2009-2010

FIRM EXPERIENCE

Project / Client	Archer Road (New Road Creation), Streetscape and Lot Reconstruction Village of Long Grove
Scope of Work / (Contractor) / Client POC	Design and Construction services were provided for design plans, specifications, Construction phasing and cost estimates for the reconstruction and redevelopment of Archer Road and parking lot. This included the creation of a new public road to serve four parking lots as part of the newly adopted Downtown Master Plan. Key technical issues included utility corridors, drainage improvements, enhanced streetscapes , and incorporation of environmentally friendly design elements such as permeable pavement, bio-swales, and LED lighting. Phase I, II & III / Curran Contracting Co.; Crystal Lake, IL / Mr. David Lothspeich, Village Manager (847) 634-9440. Funding Source: Local
Project Team	Joseph Chiczewski, P.E. – Project Principal, Brian Witkowski, P.E. – Project Manager, James Sullivan, P.E. – Construction Manager, Brandt Zentner – Resident Engineer, Sylvan Popovici – Asst. Resident Engineer, David Doffin - Asst. Resident Engineer, Kent Williams – Field Technician

Project / Client	2008 & 2009 Scattered Sites WPA Street Reconstruction / Chicago Dept. of Transportation
Scope of Work / (Contractor) / Client POC	Construction engineering services were provided for the reconstruction of approximately one-half mile over three locations. These locations were: W. 33rd Street from S. Oakley Avenue to S. Hamilton Avenue, N. Ridgeway Avenue from W. Cortland Street to the Dead End South, and N. Ravenswood Avenue from W. Farragut Avenue to W. Balmoral Avenue. The improvement included the introduction of curb and gutter, a closed drainage system, street lighting, pervious pavement placed in the parking lanes, parkway restoration and sidewalk meeting the City's strict ADA requirements . Coordination was required with the Alderman, residents and local agencies. Phase III / Capital Cement Contractors & Sumit Contractors, Chicago, IL / Paul Labuz, P.E., City Engineer (312) 744-3831. Funding Source: Local
Project Team	Joseph Chiczewski, P.E. – Project Principal, Kevin Hayes, P.E., R.A. – Project Manager, David Doffin – Field Engineer, Kent Williams – Field Technician
Construction Cost / Fee / Year	\$1,780,000/ \$220,000/ 2008-2009

Project / Client	South Area 5 WPA Street Reconstruction / Chicago Department of Transportation
Scope of Work / (Contractor) / Client POC	Construction engineering services for 1 1/2 miles of full street reconstruction of existing WPA residential streets without curb and gutter, catch basins and ADA compliant ramps. The proposed improvements generally include excavation, storm sewer, concrete base course, curb & gutter, hot-mix binder and surface courses, ADA ramps, concrete driveways and alleys , pavement markings, signs, and parkway restoration. Phase III / Sumit Contractors, Chicago, IL / Paul Labuz, P.E., City Engineer (312) 744-3831. Funding Source: Local
Project Team	Joseph Chiczewski, P.E. – Project Principal, David Doffin – Field Engineer, Kent Williams – Asst. Resident Engineer, Donald Naughton- Asst. Resident Engineer
Construction Cost / Fee / Year	\$3,800,000/ \$323,000/ 2008-2009

Project / Client	Jackson Drive Bridge over Metra and ICRR / Chicago Department of Transportation (selected as 2008 Contract Project of the Year)
Scope of Work /	The federally funded \$11 million Jackson Drive bridge reconstruction / replacement project

FIRM EXPERIENCE

(Contractor) / Client POC	<p>is a three span steel beam structure on reinforced concrete piers and vaulted abutments. The structure was in poor condition and the following improvements were provided: removal and replacement of viaduct superstructure and bearings, installed new foundations and replaced street lighting. The project required extensive coordination with adjacent property owners, railroads, and the Chicago Park District. Sensitive issues included coordination with Metra for work around catenary lines for the South Shore electric transit line, and coordination with the Art Institute to minimize construction staging issues and reduce impacts from construction vibration. During the construction start up phase the design was modified to incorporate seismic type design joints and bearing systems to minimize vibration impacts.</p> <p>Phase 3 / Rausch Construction, Broadview, IL / Christopher Kent or Bulent Agar, Coordinating Engineer(s) / (312) 742-0658. Funding Source: Local & Federal</p>
Project Team	<p>Joseph Chiczewski, P.E. – Project Principal, David Clark, P.E. – Project Manager, Daniel Feuerborn, P.E., S.E. – Structural Engineer, Daniel White, P.E., - Senior Resident Engineer, David Doffin – Project Technician/Field Engineer, Kent Williams – Field Technician & Documentation</p>
Construction Cost / Fee / Year	\$11,000,000 / \$1,000,000 / 2007 -2009

Project / Client	Sheridan Road Resurfacing & Sewer/Water Main Improvements / City of Evanston
Scope of Work / (Contractor) / Client POC	<p>HMA Resurfacing of Sheridan Road for approximately 1/2 mile from South Boulevard to Main Street in Evanston. The improvements completed in four stages included the installation of relief sewer, water main replacement, pavement patching, HMA resurfacing, removal and replacement of curb and gutter, sidewalk/driveway pavement and thermoplastic pavement markings. Extensive Public Involvement coordination was required for staging of the construction. The project was federally funded which added federal compliance procedures to the process.</p> <p>Phase III / Boulder Contractors; Deerfield, IL / Sat Nagar, P.E., Senior City Engineer (847) 866-2924. Funding Source: Local, State & ARRA Federal</p>
Project Team	<p>Joseph Chiczewski, P.E. – Project Principal, David Doffin - Asst. Resident Engineer on Layout & Documentation, Kent Williams – Field Technician</p>
Construction Cost / Fee / Year	\$2,368,000 / \$146,000 / 2009

Project / Client	South Area 4 WPA Street Reconstruction / Chicago Department of Transportation
Scope of Work / (Contractor) / Client POC	<p>Construction engineering services were provided for the reconstruction of approximately one mile of E. 108TH Street from S. Stateline Road to S. Burley Avenue. The improvement included the introduction of curb and gutter, a closed drainage system, street lighting, pervious pavement and sidewalk meeting the City's strict ADA requirements. Coordination was required with the Alderman, residents and local agencies.</p> <p>Phase III / Pan-Oceanic Engineering & Contractors, Chicago, IL / Paul Labuz, P.E., City Engineer (312) 744-3831. Funding Source: Local</p>
Project Team	<p>Joseph Chiczewski, P.E. – Project Principal, Kevin Hayes, P.E., R.A. – Project Manager, David Doffin – Field Engineer, Kent Williams – Asst. Resident Engineer</p>
Construction Cost / Fee / Year	\$3,300,000/ \$288,000/ 2008-2009

FIRM EXPERIENCE

Project / Client	Sunset Groves Development / Village of Long Grove
Scope of Work / (Contractor) / Client POC	This project is a commercial development in the Village of Long Grove. ESI working as the Village representative on this project has performed the role of construction inspector, TIF fund manager, LOC reductions, punchlist creation, creation of the SSA district to support the new water system for this development. This project was funded through private funds and village fund in addition to these creative fund sources. The site currently includes a Sunset Foods building, a CVS, a dry cleaner, a bank and has reached their incentive laden occupancy requirement as of January 2011.
Project Team	Joseph Chiczewski, P.E. – Village Engineer, Brian Witkowski, P.E. – Assistant Village Engineer, Enforcement Officer, Brandt Zentner- Inspector, Kent Williams- Inspector
Construction Cost / Fee / Year	\$12,000,000 / \$50,000 / 2008-Present

Project / Client	2005 Industrial Street Program / City of West Chicago
Scope of Work / (Contractor) / Client POC	Resident Engineering services were provided for this \$1.5 million roadway reconstruction project. The scope of the project included roadway reconstruction and utility repair and replacement on Atlantic Drive from Hawthorne Lane to Winston Street. Raodway patching and resurfacing and minor utility repairs on Carolina Drive from Hawthorne Lane to Winston Street and Winston Stret from Carloina Drive to Atlantic Drive. The major items of work were excavating, bituminous base course, binder course and surface course of approximately 2000 feet of municipal streets, surface gridning, repairing, and overlaying approximately 2600 feet of municipal streets, construction 800 feet of storm sewer, replacing 250 feet of sanitary sewer and installing 14 street lights. Speical attendtion was giving to coordination with the industrial businesses with their uninterrupted truck deliveries. Phase III / Plote Construction; Elgin, IL / Robert Flatter, P.E., Public Works Director (630) 293-2200. Funding Source: Local, MFT
Project Team	Joseph Chiczewski, P.E. – Project Principal, Brian Witkowski, P.E. – Resident Engineer
Construction Cost / Fee / Year	\$1,400,000 / \$90,000 / 2005

Project / Client	Naperville Road - Warrenville Road Detention Retrofit DuPage County Division of Transportation
Scope of Work / (Contractor) / Client POC	Modifications to side slopes to expand the volume of the wet detention basin. Included dewatering the basin, regarding side slopes, modifying outfall flared end sections, stabilizing side slopes with special soil mixture and vegetation. Phase 3 / J.S. Riemer, Inc., Elgin, IL / Kent Kuper, Principal Civil Engineer (630) 407-6915. Funding Source: Local
Project Team	Joseph Chiczewski, P.E. – Project Manager/Principal, Brandt Zentner– Resident Engineer, David Doffin - Asst. Resident Engineer
Construction Cost / Fee / Year	\$1,000,000 / \$100,000 / 2007-2008

PROJECT TEAM

ESI Consultants, Ltd. (ESI) provides engineering and environmental science consulting. Since 2003, ESI has built and advanced a high quality and service orientated reputation by providing professional service with a practical approach. ESI is an organization comprised of highly skilled and experienced professionals who provide quality, cost effective, practical solutions.

At ESI, our goal is to build long lasting relationships with our business partners and clients. ESI clients include municipal, county, state and township agencies, park districts, residential, commercial and industrial developments, religious and educational institutions, architects and law firms. We understand our client requirements and rely on their years of practical business experience to help achieve continued success.

ESI staff consists of engineers and technicians who are focused on excellence and superior client service to achieve project objectives and our clients' success.

ESI has assembled an exceptional team for this special project for the Village of Bensenville. We have assembled a team which we believe will provide the expertise the Village desires for this type of project. The following is the staff included in the enclosed Proposal for the Jefferson Street Sidewalk CMAQ project.

Kevin Hayes, P.E., R.A. – Vice President/Construction Manager: Mr. Hayes has over 28 years of experience with a primary focus on construction engineering. He has extensive knowledge in large scale construction projects and building project requirements. Depending upon project requirements, he may serve as Project Principal or Quality Assurance Manager.

Sylvan Popovici, P.E. - Resident Engineer: As Resident Engineer in charge of the day-to-day management of the field staff and tasks for observation of the contractor's work. Sylvan has over 3 years of experience in construction. In this capacity, he worked on a variety of construction projects including serving as the Assistant Resident Engineer on the Lake Street project in Evanston and the Sidewalk Improvements project in Naperville. His knowledge of IDOT and Local Roads policies and procedures makes him an ideal candidate to lead this project for the Village.

Brandt Zentner, E.I., CFPM, CPSEC – Resident Engineer / Assistant Resident Engineer: Mr. Zentner has over 11 years of experience in Storm Water and Roadway / Bridge Construction Engineering. He has extensive experience with roadway reconstruction / rehabilitation projects as well as a broad range of municipal engineering including storm water projects and erosion control issues (Certified Floodplain Manager, CPESC Certified and DECI Certified). Depending on the project requirements, he serves as Resident Engineer or Assistant Resident Engineer. He has recently served as RE on the very successful DuPage County Stormwater and Native Planting Restoration Improvements Project and the Sidewalk Reconstruction project in Naperville.

Kent Williams – Field Technician / Resident Technician: Mr. Williams has over 5 years of experience in Construction Engineering including 2 years with IDOT serving as Resident Technician for a Highway and Bridge Construction. He is also experienced with GPS for drawing data collection / preparation and construction staking. Depending on the project requirements, he serves as Resident Technician or Assistant Resident Engineer.

PROJECT TEAM

Mohammed Barkatullah (Primera) – Field Technician / Resident Technician: Mr. Barkatullah is a construction engineer with 17 years of experience in engineering and construction. He has vast experience in Civil-infrastructure, including significant work in coordinating activities among the various utility agencies of Northeast Illinois. Mohammed provides a strong commitment for work completed on time and within budget.

GSG Staff- See attached page for various GSG staff that will be available to provide materials inspection support throughout this project.

On the remaining pages of this section, we have provided an organizational chart to assist the Village in understanding how the ESI Team will work together, as well as with the Village staff, to provide a successful project.

Jefferson Street Sidewalk CMAQ- Resident Engineering Team



Senior Project Manager
Kevin Hayes, P.E.

Resident Engineer
Sylvan Popovici, P.E.

Construction Inspection
Brandt Zentner
Other Staff as needed

Material Testing Services
Ala Sassila, Ph.D, P.E. (GSG)
Robert Claussen, P.E. (GSG)
Other (GSG) staff as needed

01/07/2011

SECTION 6: RESUMES

ADDITIONAL STAFF RESUMES

*JEFFERSON STREET SIDEWALK CMAQ- RESIDENT ENGINEERING
VILLAGE OF BENSENVILLE*

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ADDITIONAL STAFF RESUMES

Name/ Registration/ Title	Years Exp./ @Firm	IDOT/ Municipal Project Experience
Sylvan Popovici, P.E./ Resident Engineer	6/6	<p>Lake Street Resurfacing, City of Evanston Field Engineer: Assisted Project Manager with the construction of the right of way improvements which included the reconstruction and adjustments of several utility structures, removal and replacement of curb and gutter, driveway pavement, sidewalk and ADA ramps, and thermoplastic pavement markings.</p> <p>Sidewalk Improvements/DuPage County Field Engineer: Assisted Project Manager construction engineering services were provided for the installation of sidewalk at various locations throughout DuPage County.</p> <p>Checker Road & Schaeffer Road Sewer, Roadway and Multi-Use Trail Construction / Village of Long Grove Field Engineer: Assisted Project Engineer with the construction of Approximately 2.5 mile long project which included new sewer, roadway reconstruction and the addition of approximately 1 mile of new multi-use trail and path system. This highly sensitive project runs along environmentally sensitive forest preserve lands and through residential areas significantly impacting residents.</p> <p>2007 Naperville Sidewalk Program / City of Naperville Field Engineer: Assisted Resident Engineer with the construction of new sidewalk in 12 locations where there was none previously and removing and replacing existing sidewalk and curb that has been deemed defective in 480 locations throughout the City. Services for this project consisted of sidewalk/curb removal and replacement, aggregate base work, ADA sidewalk ramps, and landscape restoration (topsoil and seed).</p>
Naveen Parakalla, E.I.T./ Field Engineer (GSG)	3/3	<p>IDOT- Cottage Grove Avenue and I94 Bridge Replacement Project, Chicago, IL Geotechnical Engineer: Supervised a geotechnical engineering investigation program, which included field tests, and logging and collecting soil samples for further testing and evaluation, analyzing the soil conditions encountered and determining various geotechnical parameters for the design of the proposed foundation elements and temporary and permanent retaining walls.</p>
Ronald Clauson, P.E./ Material Engineer (GSG)	16/2	<p>IDOT -I-57 and I-94 Interchange in Chicago Field Geotechnical Engineer: Supervised driller crews, layout borings and performed field geotechnical testing for 7 bridges adjacent to the I-57 and I-94 interchange. Bridges included I-94 over Cottage Grove, I-94 over State Street, I-94 over railroad, I-94 over 103rd Street and several ramps. Collected field samples performed laboratory tests and drafted Geotechnical reports for each structure.</p> <p>ISTHA I-88 reconstruction from I-355 to Salt Creek in Lisle Material Engineer: Supervised Quality Assurance field testing and split sampling and reviewed contractor Quality Control inspections. Reviewed contractor quality control test results entered in Proliance. Documented materials and performed field inspections of materials then entered results in Proliance.</p> <p>Will County DOT Western Avenue Pavement Analysis Project Engineer: Supervised field testing and sampling, and laboratory testing for pavement analysis of Western Avenue.</p>

SECTION 7: PROJECT PROPOSAL FORM

JEFFERSON STREET SIDEWALK CMAQ- RESIDENT ENGINEERING
VILLAGE OF BENSENVILLE

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VILLAGE OF BENSENVILLE SHORT-LIST PROJECT PROPOSAL FORM

We hereby agree to furnish to the VILLAGE, services as outlined in the accompanying proposal in accordance with provisions, instructions, and specifications of the VILLAGE. This form must be signed by an authorized agent of the ENGINEER. If the ENGINEER is a corporation, the corporate seal must be affixed.

The successful ENGINEER will be required to agree to sign the VILLAGE contract and appendices (sexual harassment policy, tax liability, and CDL testing). They are provided for the ENGINEER'S information in Appendices 1 and 2 of the January 28, 2011 Request for Qualifications.

The proposal shall be binding for ninety (90) days following the proposal due date. My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in the Notice of Request for Proposals for JEFFERSON STREET SIDEWALK CMAQ - RESIDENT ENGINEERING.

I/We certify that I/We am/are authorized to sign as an agent(s) of the firm:

PLACE CORPORATE SEAL HERE



By..... *Kevin P. Hayes*
Print Name..... Kevin Hayes
Position / Title..... Vice President
Company Name..... ESI Consultants, Ltd.
Address Line 1..... 1979 N. Mill Street, Suite 100
Address Line 2..... Naperville, IL 60563
Telephone..... (630) 420-1700

VILLAGE OF BENSENVILLE

PART B: FEE PROPOSAL FOR JEFFERSON STREET SIDEWALK CMAQ RESIDENT ENGINEERING

**CONTRACT DOCUMENT NUMBER
PW-2012-01**

**DUE:
3:00 P.M.
FRIDAY, JANUARY 13, 2012**

CONTACT:
Joseph Chiczewski, P.E.
1979 North Mill Street, Suite 100
Naperville, Illinois 60563
630.420.1700
jchiczewski@esiltd.com



Civil/Site Engineering

Transportation Engineering

Municipal Engineering

Construction/Resident Engineering

Structural Engineering

Water/Wastewater Engineering

Natural Resources

ESI CONSULTANTS, LTD.
1979 North Mill St., Suite 100, Naperville, IL 60563
753 Windsor Road, Charleston, IL 61920
208 S. LaSalle Street, Suite 1705, Chicago, IL 60604

www.esiltd.com

PROJECT WORK EFFORT & FEE STRUCTURE

The following are ESI Consultants' (ESI) "Work Effort and Fee Schedule" sheets. These proposed fee schedules are subject to the final negotiated scope of services. These are anticipated work schedules which the Village may change. These sheets have been helpful in the past to understand our anticipated efforts.

The following are ESI's efforts and schedules:

- Fee Proposal
- Work Effort & Fee Schedule Summaries

JEFFERSON STREET SIDEWALK CMAQ- RESIDENT ENGINEERING
VILLAGE OF BENSENVILLE

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FEE PROPOSAL

Jefferson Street Sidewalk CMAQ Resident Engineering

ESI Consultants, Ltd (ESI) proposes to provide the noted professional consulting service for fee of **\$60,856** on our current IDOT overhead rate and our direct labor (including overtime premium for ESI staff and contract employees plus direct costs).

The estimated hours and fees to complete each task detailed by assignment and the estimated not to exceed direct costs are included on the attached spreadsheet.

This fee is subject to final negotiation of the scope of services and project schedule. This fee is based on a normal progression of services and providing the entire scope of services listed. The attached notes provide further detail. Additional services may be added based on the negotiated hours and fees at the standard labor rates by classification for employees, principals and consultants of the firm.

Submitted by:

ESI Consultants, Ltd.

Firm Name

Kevin Hayes

Authorized Representative

Signature

Vice President

Title

January 13, 2012

Date

JEFFERSON STREET SIDEWALK CMAQ- RESIDENT ENGINEERING
VILLAGE OF BENSENVILLE

FEE PROPOSAL

Note: The proposed fee assumes the following:

- Services provided are based on the proposal submitted by ESI Consultants, Ltd. for this project under separate cover.
- Up to two meeting with the Village of Bensenville staff, committees or Council are included.
- Materials testing is limited to concrete cylinders. Density tests can be provided in driveway areas as an additional service.

*JEFFERSON STREET SIDEWALK CMAQ- RESIDENT ENGINEERING
VILLAGE OF BENSENVILLE*

COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

FIRM	<u>ESI Consultants Ltd.</u>
PSB	<u>Jefferson Street Sidewalk CMAQ</u>
PRIME/SUPPLEMENT	<u>Prime</u>

ESI Consultants Ltd.
Jefferson Street Sidewalk CMAQ
Prime

OVERHEAD IN COMPLEXITY

1.4975

FF= 14.5%*(DL+R(DL)+OH(DL)+IHDC)										
ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENF (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	Outside Direct Costs (F)	SERVICES BY OTHERS (G)	DBE TOTAL (H)	TOTAL (B-G)	% OF GRAND TOTAL
Coordination	32	1,274.12	1,908.00		461.41	100.00			3,743.54	6.15%
Layout	12	373.19	558.85		135.15				1,067.19	1.75%
Inspection	416	13,260.12	19,857.02		4,801.98	2,565.00			40,484.12	66.52%
QA/QC/ Material Testing	2	131.94	197.57		772.78	5,000.00			6,102.29	10.03%
Documentation	48	2,050.66	3,070.87		758.75				5,880.27	9.66%
Shop Drawings	10	380.73	570.14		140.87				1,091.74	1.79%
As-Builts	18	629.52	942.71		232.92	100.00			1,905.16	3.13%
Additional Meetings	4	194.13	290.72		71.83	25.00			581.68	0.96%
Subconsultant DL										0.00
TOTALS	542	18,294.42	27,395.89	0.00	7,375.69	7,790.00	0.00	0.00	60,855.99	100.00%

PREPARED BY THE AGREEMENTS UNIT

VILLAGE OF BENSENVILLE

PART B: FEE PROPOSAL FOR JEFFERSON STREET SIDEWALK CMAQ RESIDENT ENGINEERING

**CONTRACT DOCUMENT NUMBER
PW-2012-01**

**DUE:
3:00 P.M.
FRIDAY, JANUARY 13, 2012
REVISED FEBRUARY 14, 2012**

CONTACT:
Joseph Chiczewski, P.E.
1979 North Mill Street, Suite 100
Naperville, Illinois 60563
630.420.1700
jchiczewski@esiltd.com



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PROJECT WORK EFFORT & FEE STRUCTURE

The following are ESI Consultants' (ESI) "Work Effort and Fee Schedule" sheets. These proposed fee schedules are subject to the final negotiated scope of services. These are anticipated work schedules which the Village may change. These sheets have been helpful in the past to understand our anticipated efforts.

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JEFFERSON STREET SIDEWALK CMAQ- RESIDENT ENGINEERING
VILLAGE OF BENSENVILLE

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FEE PROPOSAL

Jefferson Street Sidewalk CMAQ Resident Engineering

ESI Consultants, Ltd (ESI) proposes to provide the noted professional consulting service for fee of **\$34,976** on our current IDOT overhead rate and our direct labor (including overtime premium for ESI staff and contract employees plus direct costs).

The estimated hours and fees to complete each task detailed by assignment and the estimated not to exceed direct costs are included on the attached spreadsheet.

This fee is subject to final negotiation of the scope of services and project schedule. This fee is based on a normal progression of services and providing the entire scope of services listed. The attached notes provide further detail. Additional services may be added based on the negotiated hours and fees at the standard labor rates by classification for employees, principals and consultants of the firm.

Submitted by:

ESI Consultants, Ltd.

Firm Name

Kevin Hayes

Authorized Representative

Signature

Vice President

Title

February 14, 2012

Date

JEFFERSON STREET SIDEWALK CMAQ- RESIDENT ENGINEERING
VILLAGE OF BENSENVILLE

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FEE PROPOSAL

Note: The proposed fee assumes the following:

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- Up to two meeting with the Village of Bensenville staff, committees or Council are included.
- Materials testing is limited to concrete cylinders. Density tests can be provided in driveway areas as an additional service.

*JEFFERSON STREET SIDEWALK CMAQ- RESIDENT ENGINEERING
VILLAGE OF BENSENVILLE*

Exhibit A - Preliminary Engineering

Firm: ESI Consultants, Ltd.
 Route: FAU 1370
 Local Agency: Village of Benenville
 (Municipality/Township/County)
 Section: 11-00088-00-SW
 Project: CMM-9003 (860)
 Job No.: C-91-026-12

Method of Compensation:
 Cost Plus Fixed Fee 1
 Cost Plus Fixed Fee 2
 Cost Plus Fixed Fee 3
 Specific Rate
 Lump Sum

14.5%[DL + R(DL) + OH(DL) + IHDC]
 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 14.5%[(2.3 + R)DL + IHDC]

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rates	Payroll Costs (DL)	Overhead	Services by Others	Direct Costs	Profit	Total
Coordination	Vice President / Director	2.00	65.97	131.94	184.72		\$ 120	\$45.92	\$482.57
	Project Manager	7.00	42.53	297.71	416.79			\$103.60	\$818.11
	Project Engineer/ RE 1	24.00	31.10	746.40	1,044.96			\$259.75	\$2,051.11
Layout	Project Manager	8.00	42.53	340.24	476.34			\$118.40	\$934.98
	Project Engineer/ RE 1	12.00	31.10	373.20	522.48			\$129.87	\$1,025.55
Inspection	Project Engineer/ RE 1	200.00	31.10	6,220.00	8,708.00		\$ 1,185	\$2,164.56	\$18,277.56
QA/QC Material Testing	Project Manager	2.00	42.53	85.06	119.08	\$ 4,000		\$29.60	\$4,233.74
Documentation	Vice President / Director	4.00	65.97	263.88	369.43			\$91.83	\$725.14
	Project Manager	10.00	42.53	425.30	595.42			\$148.00	\$1,168.72
	Project Engineer/ RE 1	30.00	31.10	933.00	1,306.20			\$324.68	\$2,563.88
As-built	Vice President / Director	1.00	65.97	65.97	92.36		\$ 100	\$22.96	\$281.29
	Project Manager	2.00	42.53	85.06	119.08			\$29.60	\$233.74
	Project Engineer/ RE 1	16.00	31.10	497.60	696.64			\$173.16	\$1,367.40
Additional Meetings	Vice President / Director	2.00	65.97	131.94	184.72	\$ 45		\$45.92	\$407.57
	Project Manager	2.00	42.53	85.06	119.08			\$29.60	\$233.74
	Project Engineer/ RE 1	2.00	31.10	62.20	87.08			\$21.65	\$170.93
				0.00	0.00			\$0.00	\$0.00
				0.00	0.00			\$0.00	\$0.00
				0.00	0.00			\$0.00	\$0.00
				0.00	0.00			\$0.00	\$0.00
Totals		324.00	-	10,744.56	15,042.38	\$ 4,000	\$ 1,450	\$3,739.11	\$34,976.05

* Firm's approved rates on file with IDOTS	
Bureau of Accounting and Auditing:	
Project Overhead Rate:	140.00%
IDOT Approved Overhead Rate:	149.75%
Complexity Factor =	0.0
Working Days	25.0

Local Agency Village of Bensenville	LOC AL A G E N C Y	 Illinois Department of Transportation Construction Engineering Services Agreement For Federal Participation	Consultant ESI Consultants, Ltd. Address 1979 N. Mill Street, Ste 100 City Naperville State IL Zip Code 60563 Contact Name/Phone/E-mail Address Kevin Hayes/630-420-1700/khayes@esilt.com
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THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
In Responsible Charge	A full time LA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

Project Description

Name Jefferson Street Sidewalk Route FAU 1370 Length 3,494' Structure No. _____

Termini York Road to 950' east of Evergreen Street

Description: The work consists of furnishing all labor, materials, equipment and other incidentals necessary for the completion of the construction of sidewalk removal, driveway removal, PCC Sidewalk, Pavement marking, seeding, and other incidental and miscellaneous items of work.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:

- a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
- b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
- c. For soils, to obtain samples and perform testing as noted below.
- d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
- f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
- g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
- h. Geometric control including all construction staking and construction layouts.
- i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
- j. Measurement and computation of pay items.
- k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
- l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
- m. Revision of contract drawings to reflect as built conditions.
- n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

10. The undersigned certifies neither the ENGINEER nor I have:

- a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
- g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.

15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee
Formulas

FF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 FF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor
 FF=Fixed Fee
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate (Pay per element)

Lump Sum _____

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

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

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

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

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Executed by the LA:

Village of Bensenville

(Municipality/Township/County)

ATTEST:

By: _____

By: _____

(SEAL)

Executed by the ENGINEER:

ESI Consultants, Ltd.

ATTEST:

By: _____

Title: _____

By: _____

Exhibit A - Preliminary Engineering

Firm: ESI Consultants, Ltd.
 Route: FAU 1370
 Local Agency: Village of Benenville
 (Municipality/Township/County)
 Section: 11-00088-00-SW
 Project: CMM-9003 (860)
 Job No.: C-91-026-12

Method of Compensation:
 Cost Plus Fixed Fee 1
 Cost Plus Fixed Fee 2
 Cost Plus Fixed Fee 3
 Specific Rate
 Lump Sum

14.5%[DL + R(DL) + OH(DL) + IHDC]
 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 14.5%[(2.3 + R)DL + IHDC]

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rates	Payroll Costs (DL)	Overhead	Services by Others	Direct Costs	Profit	Total
Coordination	Vice President / Director	2.00	65.97	131.94	184.72		\$ 120	\$45.92	\$482.57
	Project Manager	7.00	42.53	297.71	416.79			\$103.60	\$818.11
	Project Engineer/ RE 1	24.00	31.10	746.40	1,044.96			\$259.75	\$2,051.11
Layout	Project Manager	8.00	42.53	340.24	476.34			\$118.40	\$934.98
	Project Engineer/ RE 1	12.00	31.10	373.20	522.48			\$129.87	\$1,025.55
Inspection	Project Engineer/ RE 1	200.00	31.10	6,220.00	8,708.00		\$ 1,185	\$2,164.56	\$18,277.56
QA/QC Material Testing	Project Manager	2.00	42.53	85.06	119.08	\$ 4,000		\$29.60	\$4,233.74
Documentation	Vice President / Director	4.00	65.97	263.88	369.43			\$91.83	\$725.14
	Project Manager	10.00	42.53	425.30	595.42			\$148.00	\$1,168.72
	Project Engineer/ RE 1	30.00	31.10	933.00	1,306.20			\$324.68	\$2,563.88
As-built	Vice President / Director	1.00	65.97	65.97	92.36		\$ 100	\$22.96	\$281.29
	Project Manager	2.00	42.53	85.06	119.08			\$29.60	\$233.74
	Project Engineer/ RE 1	16.00	31.10	497.60	696.64			\$173.16	\$1,367.40
Additional Meetings	Vice President / Director	2.00	65.97	131.94	184.72	\$ 45		\$45.92	\$407.57
	Project Manager	2.00	42.53	85.06	119.08			\$29.60	\$233.74
	Project Engineer/ RE 1	2.00	31.10	62.20	87.08			\$21.65	\$170.93
				0.00	0.00			\$0.00	\$0.00
				0.00	0.00			\$0.00	\$0.00
				0.00	0.00			\$0.00	\$0.00
				0.00	0.00			\$0.00	\$0.00
Totals		324.00	-	10,744.56	15,042.38	\$ 4,000	\$ 1,450	\$3,739.11	\$34,976.05

* Firm's approved rates on file with IDOTS	
Bureau of Accounting and Auditing:	
Project Overhead Rate:	140.00%
IDOT Approved Overhead Rate:	149.75%
Complexity Factor =	0.0
Working Days	25.0



Prime Consultant

Name	ESI Consultant, Ltd.
Address	1979 N. Mill Street, Suite 100
Telephone	6340-420-1700
TIN Number	22-3893594

Project Information

Local Agency	Village of Bensenville
Section Number	11-00088-00-SW
Project Number	CMM-9003 (860)
Job Number	C-91-026-12

This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Testing Services Corporation	35-0937582	

Signature and title of Prime Consultant

Date

Note: The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.



Illinois Department of Transportation

Ms. Diane M. O'Keefe, P.E.
Deputy Director Division of Highways
Regional Engineer
Department of Transportation
201 W. Center Court
Schaumburg, Illinois 60196-1096

Local Public Agency Resident Construction Supervisor/ In Responsible Charge

County	DuPage
Municipality	Village of Bensenville
Section	11-00088-00-SW
Route	FAU 1370
Contract No.	63639
Job No.	C-91-026-12
Project	CMM-9003 (860)

I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.

I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

2/14/2012

Date

Signature and Title (for the Local Public Agency)

Brian Witkowski
Applicants Name (Type or Print)

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is prequalified in Construction Inspection and my Documentation of Contract Quantities certificate number is 12-0086.

Illinois Professional Engineer

Resident Engineer on road reconstruction projects such as street programs for the City of West Chicago, DuPage County and the Village of Lombard. Brian has been responsible for the MFT program for the Village of Long Grove for the last 4 years. Brian is also familiar with IDOT documentation and procedures.

2/14/2012

Date

Signature of Applicant

Project Manager

Job Title of Applicant

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Approved

Date

Deputy Director Division of Highways Regional Engineer

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency

Instructions for Preparation of Form BC 775

23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or other Federal agency.

When a project is located on a street or highway over which the STD does not have legal jurisdiction, or when special conditions warrant, the STD, while not relieved of overall project responsibility, may arrange for the local public agency having jurisdiction over such street or highway to perform the work with its own forces or by contract. In those instances where a local public agency elects to use consultants for construction engineering services, the local public agency shall provide a full-time employee of the agency to be in responsible charge of the project.

The full-time local public agency employee in responsible charge of the project shall perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project on a frequency that is commensurate with the magnitude and complexity of the project;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The Department of Transportation, in accordance with the requirements, requires the local public agency to identify the local public agency employee who will be in responsible charge of each Federal-Aid project which will be constructed under the supervision of the county, municipality or other public agency. County Engineers, Municipal Engineers, and full-time local public agency employees registered as a professional engineer should be identified in the pre-construction meeting minutes. All other resident construction supervisors must submit their qualifications on this form for approval by the department. Resident construction supervisors who are consultants shall be certified in Documentation of Contract Quantities and their firm shall be prequalified in Construction Inspection.

This form will be completed by the applicant, endorsed by a representative of the local public agency, and submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This signatory for the local public agency should be the County Engineer or Municipal Engineer, as applicable. In the event a municipality does not have a Municipal Engineer, the applicant will be recommended by the appropriate municipal authority.

If a consultant is named on this form, the approved form will be included as an attachment to the appropriate construction engineering consultant agreement.

This document should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.



Illinois Department of Transportation

Ms. Diane O'Keefe, P.E.
Deputy Director Division of Highways
Regional Engineer
Department of Transportation
201 W. Center Street
Schaumburg, Illinois 60196-1096

Local Public Agency Construction Inspector

County	DuPage
Municipality	Village of Bensenville
Section	11-00088-00-SW
Route	FAU 1370
Contract No.	63639
Job No.	C-91-026-12
Project	CMM-9003 (860)

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved

Date

Signature and Title of Resident Construction Supervisor

Sylvan Popvici
Applicants Name (Type or Print)

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is 12-0076.

Illinois Professional Engineer- 5 years of experience in construction of related projects, such as Sidewalk Improvements for DuPage County, the City of Naperville and Wacker Drive Riverwalk- Wabash Plaza for the City of Chicago. Sylvan is familiar with ADA requirements and designed several ramps for the City of Chicago.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved

Date

Signature and Title of In Responsible Charge from BC-775

Instructions for Preparation of Form BC 776

23 CFR 635.105 requires that the state transportation department (STD) has responsibility for the construction of all Federal-aid projects, and is not relieved of such responsibility by authorizing performance of the work by a local public agency or other Federal agency.

A consultant may be utilized for periodic examination and consultation or for full-time technical inspection of construction. However, the prime responsibility for general supervision of the construction must remain with the state. The state (or county or municipality under agreement with the state) cannot be relieved of its responsibility to ensure that the work is performed in accordance with the approved project plans, specifications and estimate.

Therefore, the Department of Transportation requires the local public agency to submit the qualifications of all personnel who will be assigned to construction layout and inspection duties on each Federal-Aid project which will be constructed under the supervision of the county, municipality or other local public agency. This form will be approved by the resident construction supervisor. If the resident construction supervisor is a consultant, this form will also be approved by the local public agency employee in responsible charge.

If a consultant is named on this form, the approved form will be included as an attachment to the construction engineering consultant agreement.

The approved form will be submitted to the Deputy Director Division of Highways, Regional Engineer prior to the start of construction. This form should be discussed as part of the preconstruction conference and a copy of the approved form retained with the preconstruction meeting minutes.

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 02/21/2012

DESCRIPTION: Resolution Authorizing Approval of Change Order No. 3 for the Northern Business District Reconstruction Project in the amount of \$130,964.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" 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 checked="" type="checkbox"/>	Vibrant Major Corridors

ASSIGNED COMMITTEE: I&E (unanimous approval)

DATE: 02/14/2012

BACKGROUND: The Northern Business District Reconstruction (NBDRP) Project has been under construction since the beginning of June 2011. As with any major construction project, changes occur in the field that were not expected or addressed as part of the construction documents. Conflicts in the field, omitted items, and unneeded items result in changes (up or down) to the contract. The Project Team has met to discuss requests made from the contractor and have come to agreement with the contractor on a number of items.

The award of the construction contract to the Joint Venture of A-Lamp Concrete Construction / John Neri Construction and project funding for the work were established at the May 24, 2011 Village Board Meeting. At the time of bid award, the Village Board authorized the appropriation of \$10,774,180 of monies. Change Order No. 1 was approved on October 11, 2011 in the amount of \$128,068, increasing the appropriation to \$10,902,248. Change Order No. 2 was approved on November 22, 2011 in the amount of \$493,500, increasing the appropriation to \$11,395,747.

KEY ISSUES: Eighteen items have been agreed upon and considered changes in the original scope of work. These items range in value from \$374 to \$33,250 and spread out over five SSAs and non-TIF components of the project. A spreadsheet of the change orders is included in the attached memorandum. The total net increase as a result of the eighteen items is \$130,964 which results in a modified contract amount of \$11,526,711 (a 6.9% increase in the contract, inclusive of all three change orders to date).

This change order completes all outstanding items through December 31, 2011. Staff intends to bring change orders to the Village Board on a regular basis (monthly or bi-monthly) to keep the Village Board up to speed on the financial status of the project. Many of the original bid items will be adjusted as part of a final and balancing change order when the construction work is complete. A summary of the change order with respect to each SSA can be seen in the table below:

	SSA 3	SSA 4	SSA 5	SSA 6	SSA 7	SSA 8	Non-TIF
Original Bid \$	\$1,175,168.20	\$4,510,915.20	\$229,615.36	\$2,230,726.99	\$1,190,134.37	\$598,866.14	\$838,753.43
C.O. #1	\$8,312.00	(\$5,906.83)	\$1,031.23	\$10,018.50	\$28,784.78	\$2,689.59	\$83,137.83
C.O. #2	\$16,098.00	\$86,750.21	\$23,341.34	\$226,762.49	\$79,670.20	\$60,877.18	\$0
C.O. #3	\$0	\$46,695.43	\$1,709.18	\$16,604.79	\$4,797.89	\$4,457.76	\$56,698.51
Modified \$	\$1,199,578.20	\$4,638,454.01	\$255,697.11	\$2,484,112.76	\$1,303,387.24	\$666,890.67	\$978,589.77
SSA Budget \$	\$1,102,166.68	\$4,757,603.16	\$332,711.97	\$3,232,518.22	\$1,661,053.21	\$867,796.68	

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff and I&E (5-0) recommend approval of Change Order No. 3 in the amount of \$130,964.

BUDGET IMPACT: This change order is for \$130,964. SSA3 is over budget, SSA4-8 are all within budget.

ACTION REQUIRED: A motion to approve a Resolution authorizing the approval of Change Order No. 3 to the Joint Venture of A-Lamp Concrete Contractors / John Neri Construction in the amount of \$130,964 for a revised contract cost of \$11,526,711 associated with the Northern Business District Reconstruction Project.

RESOLUTION NO. _____

**A RESOLUTION CONCERNING THE DETERMINATION OF
THE BENSENVILLE VILLAGE BOARD THAT CHANGE ORDER
NUMBER THREE WITH THE JOINT VENTURE OF A-LAMP CONCRETE
CONTRACTORS / JOHN NERI CONSTRUCTION COMPANY
FOR AN INCREASE OF \$130,964 IS REQUIRED FOR THE
NORTH BUSINESS DISTRICT RECONSTRUCTION PROJECT
FOR A REVISED CONTRACT COST OF \$11,526,711**

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, it has been determined that it would be beneficial to the Village to revise original contract quantities to match actual as-constructed amounts, to compensate the contractor for additional work performed as directed and approved by the project engineer and Village staff, and to deduct monies for various violations and Village costs;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BENSENVILLE, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION ONE: The Corporate Authorities of the Village make the written determination that the circumstances necessitating the change were not within the contemplation of the contract as signed and that this change order is in the best interest of the Village.

SECTION TWO: The change order which this determination involves relates to the following contract: Northern Business District Reconstruction Project, Joint Venture of A-Lamp Concrete Contractors / John Neri Construction Company. The nature of Change Order Number Three and the amount of change is as follows - To compensate the contractor for additional work items performed up to December 31, 2011. The above changes resulted in a net cost increase of one hundred thirty thousand nine hundred sixty-four dollars (\$130,964), for a revised contract price of eleven million five hundred twenty-six thousand seven hundred eleven dollars (\$11,526,711) with no extension in time.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Corey Williamsen
Deputy Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



Village of Bensenville

Department of Public Works

717 E. Jefferson Street
Bensenville, IL 60106
Phone (630) 350-3435 Fax (630) 594-1148

Memorandum 2012-01

Date: February 14, 2012
To: Mike Cassady, Village Manager
From: Joe Caracci, Director of Public Works
Subject: Change Order No. 3 – NBDRP

The **North Business District Reconstruction Project** (NBDRP) combines SSA and TIF funds to support the storm sewer, water main, sanitary sewer, and street improvements for six SSA areas within the Northern Business District.

Enclosed herewith is the change order form and Resolution in support of Change Order No. 3 for the NBDRP. The change order consists of an increase in the contract total to the Joint Venture of A-Lamp Concrete Contractors / John Neri Construction in the amount of **\$130,964** with no extension in time. This change order focuses on eighteen (18) items that were not anticipated at the start of the project or needed to be incorporated in the field.

The award of the construction contract to the Joint Venture of A-Lamp Concrete Construction / John Neri Construction and project funding for the work were established at the May 24, 2011 Village Board Meeting. At the time of bid award, the Village Board authorized the appropriation of \$10,774,180 of monies. Change Order No. 1 was approved on October 11, 2011 in the amount of \$128,068. Change Order No. 2 was approved on November 22, 2011 in the amount of \$493,500. Change Order No. 3 is requested in the amount of \$130,964. The modified contract total will be **\$11,526,711**. A table is attached summarizing the current status of the project funding with respect to individual SSA/TIF and Village accounts. The current change order is 6.9% of the contract value.

To best outline the items for inclusion in this change order, the body of this memo will mirror the Change Order Form attached. Each item on the form will be explained, in detail.

CHANGE ORDER NO. 3

Item #9: Fabric on Gabions (Total cost: \$19,950.00) - The Plans show topsoil to be placed on top of the stone filled gabion baskets. A concern was raised that the topsoil would, in a short time, filter through the open graded stone. The fabric would provide a barrier and thus the topsoil would stay in place.

Item #15: Cut and Cap Watermain at the Thomas Box Culvert (Total cost: \$6,526.00) - The box culvert under Thomas Drive was to be replaced. The watermain along Thomas Drive was also to be replaced.

The Plans showed that the existing watermain was not in conflict with the new box culvert, but upon excavation for the new box culvert, the watermain was in conflict. The watermain was cut and capped on each side of the box so that work could continue. The watermain was replaced later as shown on the Plans.

Item #16: Watermain Leak at 144+25 Thomas Drive (Total cost: \$374.00) - Installation of the new watermain along Thomas Drive required keeping the existing watermain and services active. At one location, an existing service line was exposed and the new watermain installed below it. When the line was exposed the service line broke, by no fault of the contractor. The Village's Water Department provided the repair materials and the contractor performed the repair work.

Item #17: Duct Package Conflict Mitigation (Total cost: \$1,580.00) - An AT&T duct package, six separate PVC conduit runs secured together, ran along the west side of Thomas Drive. The duct package was in conflict with a few of the new storm sewer laterals that were to be installed. Most conflict locations were able to be mitigated by adjustments in the storm sewer runs; however, one location could not be revised. The duct package was exposed and adjusted up by the contractor to allow for the new storm sewer pipe. The duct package was then encased in concrete due to the raising of the line.

Item #26: 639 Thomas Water Service Breaks (Total cost: \$4,231.00) - After the new watermain is installed, tested, and active, new water services and connections are made to each of the businesses. After the connections were made to the business at 639 Thomas, the existing water line was found to be leaking. The leaking line was replaced.

Item #27: Cut and Cap Old Watermain at the Railroad Tracks (Total cost: \$1,836.00) - New watermain was shown to be installed on Thomas Drive from Thorndale Avenue to Eagle Drive. Since this run of watermain is in both SSA's 7 and 9, and the work in 9 was not awarded, the watermain work was stopped at the border of these two SSAs. The existing watermain had to be capped to still allow the existing watermain to be fed from the watermain at Foster Avenue. When the next section of watermain is installed, it will be connected to the new one already installed.

Item #29: Regrade Streambank East of Thomas (Total cost: \$2,963.00) - The streambank work, under this contract, started on the west side of Thomas going west toward Route 83. The section to the east of Thomas was previously stabilized with rock gabion baskets but the stream bottom needed to be regarded to better allow the water to flow.

Item #30: 102+50 Culvert Pipe Concrete Encasement Removal (Total cost: \$3,144.00) - The culvert at 102+50 was to be removed and replaced. While the existing pipe was being excavated it was discovered that a portion of the pipe was encased in about two feet of concrete that was not shown on the plans. The additional effort to remove the concrete is being considered extra work.

Item #33: Storm Sewer Items (Total cost: \$3,968.52) - Several storm sewer items needed to be added to the contract to cover work that was not shown on the plans but necessary to fulfill the intent of the contract. These items included storm sewer removal for 21 and 24 inch pipes, installing new 21 and 30

inch storm sewer pipes, installing grating for a 30 inch storm sewer flared end section, and a storm sewer pipe material change from PVC to ductile iron pipe.

Item #35: Watermain Shutdown Portable Services (Total cost: \$3,143.96) - Several water shut downs were required to complete adjustments of the existing watermain to accommodate the proposed new construction. These water shutdowns were scheduled to impact the businesses as least as possible, but some were still affected. To minimize the impact, portable washroom services were provided when the shut downs occurred.

Item #36: Watermain Adjustment 10" (Total cost: \$11,018.70) - The watermain was shown to be adjusted in several locations to accommodate new construction; however, there was one location where the pipe size was incorrect and another where no adjustment was shown but was required. This 10" watermain adjustment item corrects those omissions.

Item #38: Water Valve 8" (Total cost: \$3,600.00) - New water valves were required at each of the water service "T"s from the new watermain on Thomas Drive. There were two 8" services that required an 8" valve each; this item was not included in the original contract.

Item #39: Storm Sewer Behind 830 Fairway (Total cost: \$6,013.07) - There is a ditch behind the building at 830 Fairway that belongs to the Village that seems to hold water and drain slowly. Investigation of the culvert pipe at the end of the ditch revealed a blockage in the pipe. The pipe was dug up and a buried storm structure was found. The pipe and structure were replaced. The proper ditch flow was reestablished.

Item #41: PCC Pavement 10" High Early Strength (Total cost: \$33,250.00) - The high early concrete is an option available to be able to reestablish driveway access to sensitive businesses quicker than the normal concrete. The contract included items for high early strength concrete for the driveways and curb and gutter but not the pavement. The item is being added both for work already completed in necessary locations.

Item #42: Parking Bollard Replacement (Total cost: \$3,523.15) - There were several areas where there were existing parking bollards that were in conflict with the proposed work; however, there were no items to cover the relocation or replacement of the bollards. The parking bollards were removed and then replaced once the work was completed. Many of the existing bollards were not salvageable so they were replaced. This additional work is added to the contract.

Item #43: Remove Concrete Encased Sanitary Sewer (Total cost: \$5886.38) - While installing the 84" storm sewer near Ellis Street, a sanitary sewer was encountered. Although the pipe itself was not in conflict, the concrete encasement of the pipe was. A section of the encased pipe was removed and replaced, allowing the storm sewer work to continue.

Item #44: Fire Hydrant Work on Supreme (Total cost: \$15,332.31) - Supreme Drive has a 90 degree bend in the road that gets widened under this contract to accommodate tractor trailers. In the same corner, in the widened area, there is an existing fire hydrant. After the widening, the hydrant would be

too close to the road, so it was moved back. There is also a hydrant further down Supreme Drive that has been damaged several times in the past by trucks leaving a business's loading dock. This hydrant was also relocated back.

Item #45: Replace Valve Vault on Supreme (Total cost: \$4,623.47) - A water valve on Supreme Drive was discovered to be buried. The valve was needed for a watermain shutdown so it was dug up. Although the valve was in good shape, the vault around the valve was not. It was constructed of brick and was damaged beyond repair. The old vault was removed and replaced with a new one, then adjusted to grade.

CONCLUSION

The eighteen items included in this change order total additional costs of \$130,964. The modified contract total is \$11,526,711. A final balancing change order will be presented at the conclusion of the project. The project is currently scheduled to resume in March, weather permitting.

Enc. Table: Project Funding Status
Change Order Form

#	Description	Cost Approved	Change Order #	SSA Breakdown							
				3	4	5	6	7	8	non-SSA	
9	Fabric on Gabions	\$ 19,950.00	3		\$ 914.31	\$ 1,251.86	\$ 12,161.92	\$ 2,356.89	\$ 3,265.02		
15	Cut & Cap WM at Box Culvert	\$ 6,526.00	3							\$ 6,526.00	
16	WM Leak at 144+25	\$ 374.00	3							\$ 374.00	
17	Duct Package Conflict Mitigation	\$ 1,580.00	3					\$ 1,580.00			
26	639 Thomas W Service Breaks	\$ 4,231.00	3							\$ 4,231.00	
27	Cut & Cap Old WM RR	\$ 1,836.00	3							\$ 1,836.00	
29	Regrade Streambank E. of Thomas	\$ 2,963.00	3		\$ 135.79	\$ 185.93	\$ 1,806.30	\$ 350.05	\$ 484.92		
30	102+50 Culvert pipe encasement	\$ 3,144.00	3		\$ 144.09	\$ 197.29	\$ 1,916.65	\$ 371.43	\$ 514.55		
33	Storm Sewer Items	\$ 3,968.52	3		\$ 3,968.52						
35	WM Shut Down Portable Services	\$ 3,143.96	3							\$ 3,143.96	
36	WM Adjustment 10"	\$ 11,018.70	3							\$ 11,018.70	
38	Water Valve 8"	\$ 3,600.00	3							\$ 3,600.00	
39	Storm Sewer Behind 830 Fairway	\$ 6,013.07	3							\$ 6,013.07	
41	PCC Pavt 10" High Early	\$ 33,250.00	3		\$ 33,250.00						
42	Parking Bollards	\$ 3,523.15	3		\$ 2,396.34	\$ 74.10	\$ 719.92	\$ 139.52	\$ 193.27		
43	Remove Conc Encased San Sewer	\$ 5,886.38	3		\$ 5,886.38						
44	Fire Hydrant Work on Supreme	\$ 15,332.31	3							\$ 15,332.31	
45	Replace Valve Vault Supreme	\$ 4,623.47	3							\$ 4,623.47	
Totals CO#3		\$ 130,963.56		\$ -	\$ 46,695.43	\$ 1,709.18	\$ 16,604.79	\$ 4,797.89	\$ 4,457.76	\$ 56,698.51	
Totals CO#2		\$ 493,499.41		\$ 16,098.00	\$ 86,750.21	\$ 23,341.34	\$ 226,762.49	\$ 79,670.20	\$ 60,877.18	\$ -	
Totals CO#1		\$ 128,067.10		\$ 8,312.00	\$ (5,906.83)	\$ 1,031.23	\$ 10,018.50	\$ 28,784.78	\$ 2,689.59	\$ 83,137.83	
Totals		\$ 752,530.07		\$ 24,410.00	\$ 127,538.81	\$ 26,081.75	\$ 253,385.77	\$ 113,252.87	\$ 68,024.53	\$ 139,836.34	

Original Bid	\$ 1,175,168.20	\$ 4,510,915.20	\$ 229,615.36	\$ 2,230,726.99	\$ 1,190,134.37	\$ 598,866.14	\$ 838,753.43
Modified Costs	\$ 1,199,578.20	\$ 4,638,454.01	\$ 255,697.11	\$ 2,484,112.76	\$ 1,303,387.24	\$ 666,890.67	\$ 978,589.77
SSA Budget	\$ 1,102,166.68	\$ 4,757,603.16	\$ 332,711.97	\$ 3,232,518.22	\$ 1,661,053.21	\$ 867,796.68	
+/-	\$ (97,411.52)	\$ 119,149.15	\$ 77,014.86	\$ 748,405.46	\$ 357,665.97	\$ 200,906.01	

**REQUEST FOR AUTHORIZATION OF CHANGES
CHANGE ORDER NO. 3**

Project Name: Northern Business District Reconstruction Project

To: Village of Bensenville
717 E. Jefferson Street
Bensenville, IL 60106

Contractor: A-Lamp Concrete / John Neri Construction
1900 Wright Boulevard
Schaumburg, IL 60193



Date: 2/14/2012

The following change from the Plans in the construction of the above designated project is recommended:

ITEM	DESCRIPTION	ADDITIONS	DEDUCTIONS
9	Fabric on Gabions	\$19,950.00	
15	Cut & Cap Water Main at Box Culvert	\$6,526.00	
16	Water Main Leak at Sta 144+25	\$374.00	
17	Duct Package Conflict Mitigation	\$1,580.00	
26	639 Thomas Water Service Breaks	\$4,231.00	
27	Cut & Cap Water Main at RR	\$1,836.00	
29	Regrade Streambank East of Thomas	\$2,963.00	
30	Sta 102+50 Culvert Pipe encasement	\$3,144.00	
33	Storm Sewer Items	\$3,968.52	
35	WM Shutdown Portable Services	\$3,143.96	
36	WM Adjustment - 10"	\$11,018.70	
38	Water Valve - 8"	\$3,600.00	
39	Storm Sewer behind 830 Fairway	\$6,013.07	
41	PCC Pavement - High Early	\$33,250.00	
42	Parking Bollards	\$3,523.15	
43	Remove Concrete Encased Sanitary Sewer	\$5,886.38	
44	Fire Hydrant Work on Supreme	\$15,332.31	
45	Replace Valve Vault on Supreme	\$4,623.47	

Amount of this Order:	\$130,963.56
Amount of Previous Orders:	\$621,566.51
Original Contract Amount:	\$10,774,179.69
Original Contract Amount and Orders:	\$11,526,709.76

The work covered by this Order shall be performed under the same terms and conditions as that included in the Original Contract.

Requested by:	Dave Bugaj, Civiltech		
Reviewed by:	Joe Caracci, Director of Public Works, VOB		
Recommended by:	Joe Caracci, Director of Public Works, VOB		
Approved by:	Mike Cassady, Village Manager, VOB		
Accepted by:	Joe Lampignano, A-Lamp, JV		

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 02/21/2012

DESCRIPTION: Resolution to obtain permits to perform work on State Highways

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: I&E (unanimous approval)

DATE: 02/21/2012

BACKGROUND: The Village of Bensenville owns and operates sanitary sewer, water, storm sewer, street lights, and enhanced landscaping on Illinois Route 83 and Illinois Route 19 (Irving Park Road) within the Village. When repair work is required on the various utility lines in the State highway, the Village is obligated to obtain a permit from the Illinois Department of Transportation. The permit authorizes the Village to do repair work and assures the State the proper practices are followed to repair the State roadways to the proper condition.

The State of Illinois requires parties excavating in State highways post bonds or some form of surety to provide the necessary funds for the State in the event repairs are improperly completed and the State needs to undertake the restoration work. In the case of municipalities, the State offers an option of having the Village Board adopt a resolution to obtain permits to perform work on State highways in lieu of providing a surety bond for each permit request. The resolution provides the good faith and guarantee of the Village to perform the work required by the Illinois Department of Transportation for repair work on their highways. The resolution is adopted and valid for a two-year period and will allow the Village to obtain the necessary permits for repair work without posting bonds on an individual repair project basis.

KEY ISSUES: I have attached a resolution for Village Board consideration that would cover the years 2012 and 2013 for all utility excavations performed on State highways in Bensenville. This is a housekeeping item that keeps us in good standing with IDOT and minimizes the paperwork required to maintain our systems within State Highways.

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff recommends approval of this Resolution.

The I&E Committee met on February 21, 2012 and unanimously recommended approval (5-0) of this Resolution.

BUDGET IMPACT: No financial impact

ACTION REQUIRED: Approval of Resolution to Obtain Permits to Perform Work on State Highways.

RESOLUTION NO.

**A RESOLUTION TO OBTAIN PERMITS TO PERFORM
WORK ON STATE HIGHWAYS**

WHEREAS, the Village of Bensenville, hereinafter referred to as a MUNICIPALITY, located in the Counties of Cook and DuPage, State of Illinois, desires to undertake, in the years 2012 and 2013, the location, construction, operation and maintenance of driveways and street returns, water mains, sanitary and storm sewers, street lights, traffic signals, sidewalks, landscaping, etc., on State highways within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control of the Department of Transportation of the State of Illinois hereinafter referred to as Department; and

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person or firm under contract and supervision of the MUNICIPALITY;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BENSENVILLE, as follows:

SECTION ONE: The MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department and that it will hold the State of Illinois harmless during the prosecution of such work and assume all liability for damages to person or property due to accidents or otherwise by reason of the work which is to be performed under the provision of said permit.

SECTION TWO: All authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, on this ____ day of _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Corey Williamsen
Deputy Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE: Resolution **SUBMITTED BY:** Gary Thorsen **DATE:** Feb. 28, 2012

DESCRIPTION: Resolution authorizing execution of a purchase order for \$6,000 with the Bensenville Lions Club Recover Rick Account for the Motorized Train Replica, Fisher Farm House Replica, and Trailer for hauling both items.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input type="checkbox"/>	<i>Financially Sound Village</i>
<input checked="" type="checkbox"/>	<i>Quality Customer Oriented Services</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>

<input type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION: Recreation and Community Building –
Unanimously approved (5-0) under “As Submitted”

DATE: 2/28/12

BACKGROUND:

The items being considered for purchase are a Motorized Train Replica, Fisher Farm House Replica, and Trailer for hauling both items that will be used annually in our 4th of July parade and any other special events that will be held throughout the village. A considerable amount of time and materials went into the construction of these items. The items are being offered to the Village in exchange for \$6,000, which is considerably less than the cost to duplicate these items.

KEY ISSUES:

By executing this purchase order with Bensenville Lions Club Recover Rick Account, we will be assuring the preservation of items that represent our town's history that will be used for the 4th Of July parade and other events throughout the town

ALTERNATIVES:

- Execute the purchase order for the purchase of the Train, Fisher Farm House, and the Trailer for hauling
- Not to approve thus not having the Train and Fisher Farm House Replicas for future parades and events that have a significant historical value.
- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the resolution for the execution of a purchase order with Bensenville Lions Club Recover Rick Account.

The Recreation and Community Building Committee considered this purchase under “As Submitted” during their February 21, 2012 meeting. The Committee unanimously voted to pay \$6,000 for the items including the accompanying trailers.

BUDGET IMPACT:

The \$6,000.00 purchase of these items is not a budgeted item in the 2012 budget but staff is identifying areas within the budget that this expense can be absorbed without any negative effect to the 2012 budget

ACTION REQUIRED:

Approval of resolution to execute and approve a purchase order for the purchase of the Train, Fisher House and trailer for \$6,000.

Resolution No. R-

**Authorizing Execution of a Purchase Order with
The Bensenville Lions Club Recover Rick Account**

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

That the Village Manager is authorized to execute a purchase order for a check in the not to exceed amount of \$6,000.00 to the Bensenville Lions Club Recover Rick Acct. for the Motorized Train Replica, Fisher Farm House Replica, and the trailer to haul both items.

The Village Manager is authorized to execute such internal administrative documents, if any, as necessary.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this _____ day of _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST

Corey Williamson
Acting Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE: Resolution **SUBMITTED BY:** Gary Thorsen **DATE:** Feb.28, 2012

DESCRIPTION: Resolution requesting execution of a contract and purchase order with Diversified Audio Group Inc. for Music in the Park - June 13th thru August 29th 2012, for \$17,875.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input type="checkbox"/>	Financially Sound Village
<input checked="" type="checkbox"/>	Quality Customer Oriented Services
<input checked="" type="checkbox"/>	Safe and Beautiful Village

<input type="checkbox"/>	Enrich the lives of Residents
<input type="checkbox"/>	Major Business/Corporate Center
<input type="checkbox"/>	Vibrant Major Corridors

COMMITTEE ACTION: Recreation and Community Building – Unanimously Approved

DATE: 2/21/12

BACKGROUND:

This item is for the sound and lighting which is used in the production for Music in The Park Bands. Diversified Audio over the past several years has provided us with professional sound and lighting that is an important part of our presentation. The Village solicited four proposals from sound and lighting companies and Diversified provided the lowest bids for both sound and lighting, \$17,875 in total. The detailed results are shown on the spreadsheet attached.

KEY ISSUES:

The purpose of this budgeted item is to secure the best sound and light company possible that will support the quality bands and enhance the overall presentation of the Music in the Park event.

ALTERNATIVES:

- Execute the purchase order with Diversified Audio Group Inc. for the sound and lighting used for production of Music in The Park.
- Not executing the purchase order.
- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the Resolution executing a contract with Diversified Audio Group Inc. for the Sound and Lighting for Music in the Park.

BUDGET IMPACT:

The total contract is for \$17,875. This is a budgeted item under the Admin portion of the 2012 budget.

ACTION REQUIRED:

Approval of Resolution to execute and approve a purchase order for sound and lighting.

Resolution No. R-

**Authorizing Execution of a Agreement and Purchase Order with
Diversified Audio Group Inc.**

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

That the Village Manager is authorized to execute a purchase order and contract in an amount of \$17,875.00 with Diversified Audio Group Inc. to provide sound and lighting for the Music in The Park 2012 concert series. A deposit of \$8,937.50 which is 50% of the total to be paid by March 15, 2012 and \$8,937.50 to be paid no later than August 29, 2012.

The Village Manager is authorized to execute such internal administrative documents, if any, as necessary.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this _____ day of _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST

Corey Williamson
Acting Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE: Resolution **SUBMITTED BY:** Gary Thorsen **DATE:** Feb. 21, 2012

DESCRIPTION: Resolution authorizing execution of an agreement and purchase order with American Mobile Staging Inc. to construct the stage for Music in the Park 2012 series for \$16,225

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input type="checkbox"/>	Financially Sound Village
<input checked="" type="checkbox"/>	Quality Customer Oriented Services
<input checked="" type="checkbox"/>	Safe and Beautiful Village

<input type="checkbox"/>	Enrich the lives of Residents
<input type="checkbox"/>	Major Business/Corporate Center
<input type="checkbox"/>	Vibrant Major Corridors

COMMITTEE ACTION: Recreation and Community Building – Unanimously Approved

DATE: 2/21/12

BACKGROUND:

This item is for the 24'x16'x4' stage which is used by the Music in The Park Bands. The 2012 Music in The Park Series runs from June 13th thru August 29th every Wednesday for 11 weeks in our town center.

KEY ISSUES:

The purpose of this agenda item is to secure the appropriate stage needed for the production of Music in the Park 2012. The Village solicited three proposals from stage companies. Attached are the proposals and a spread sheet for easy comparisons. The recommended vendor, American Mobile Staging Inc., was the low bidder with a total contract amount of \$16,225.00.

ALTERNATIVES:

- Execute the purchase order for stage used for production of Music in The Park
- Not to approve thus not having stage needed for our Music in The Park Series
- Discretion of the Committee.

RECOMMENDATION:

Staff recommends approval of the resolution and purchase order with American Mobile Staging for Music in The Park Series 2012

The Recreation and Community Building Committee unanimously (5-0) recommended approval of this contract on February 21, 2012.

BUDGET IMPACT:

Total contract is for \$16,225. This is a budgeted item under the Admin portion of the 2012 budget.

ACTION REQUIRED:

Approval of Resolution to execute and approve a purchase order for a stage for Music in The Park

Resolution No. R-

**Authorizing Execution of a Agreement and Purchase Order with
American Mobile Staging Inc.**

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

That the Village Manager is authorized to execute a purchase order and contract in an amount of \$16,225.00 with American Mobile Staging Inc. to provide staging for the Music in The Park 2012 concert series. A deposit of \$8,112.50 which is 50% of the total to be paid by March 15, 2012 and \$8,112.50 to be paid no later than August 29, 2012.

The Village Manager is authorized to execute such internal administrative documents, if any, as necessary.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this _____ day of _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST

Corey Williamson
Acting Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE: Resolution **SUBMITTED BY:** Gary Thorsen **DATE:** Feb. 28, 2012

DESCRIPTION: Resolution authorizing execution of an agreement and purchase order with Entertainment Management Group to book the 2012 Music in The Park Series, for \$30,100

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

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

COMMITTEE ACTION: Recreation and Community Building – Unanimously Approved with discussion to continue on the use of local bands **DATE:** 2/21/12

BACKGROUND:

Music in the Park (MIP) has gone from using town groups to national bands at a cost of \$150,000 to using regional groups in 2011, cutting our budget to \$83,000 without affecting our attendance. Warm up bands in 2010 started at 6:30 which was too early for the people to attend. Warm up bands in 2011 started at 7:00pm but we received complaints about too much time in between groups (45min), resulting in people leaving before the last group finished. This year we plan on using one band per night at MIP starting at 7:30 and playing until 9:30. We believe this scenario will address the issues identified in the above paragraph.

KEY ISSUES:

The purpose of this agenda item is to book the bands for the upcoming Music in The Park to assure the bands availability and times needed for assembling our schedule. The booking agency the Village uses for MIP, Entertainment Management Group, has worked out with the bands to play an additional half hour from 7:30 to 9:30 at no additional charge. By execution of this agreement, the Village will book the bands listed in the attachment for 10 of the 11 MIP dates for a total fee of \$30,100. The two dates excluded from this contract are the Libertyfest July 4th performance and the final MIP date, August 29.

In addition to approving the contract with Entertainment Management Group, this agenda item seeks input from the Committee on how to book the final MIP date on August 29, 2012. Presented in the attached memo are two options for showcasing local bands. Option 1 would book up to three local bands to play the final MIP on August 29. Option 2 would hold a 'battle of the bands' at Libertyfest to choose one local band to headline the August 29 MIP. Staff is interested in feedback from the Committee on how to proceed.

ALTERNATIVES:

- Execute the purchase order for the 2012 Music in The Park line up with Entertainment Management Group
- Delay booking of the bands risking availability and times
- Discretion of the Committee

RECOMMENDATION:

Staff recommends approval of the Resolution executing a contract with Entertainment Management Group as agent for the Village of Bensenville in contracting the groups for Music in the Park 2012.

During the discussion of this item at the February 21, 2012 Recreation and Community Building Committee meeting, the Committee recommended approval of the contract with Entertainment Management Group (5-0), and agreed to send emails to Gary Thorsen on suggestions for the process in selecting local bands to play at Music in The Park.

BUDGET IMPACT:

Total contract of \$30,100. This is a budgeted item under the Administration portion of the 2012 budget

ACTION REQUIRED:

Approval of the Resolution authorizing execution of an agreement and purchase order to book local bands for Music in the Park 2012.

Resolution No. R-

**Authorizing Execution of a Agreement and Purchase Order with
Entertainment Management Group**

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

THAT the Village Manager is authorized to execute a purchase order and contract in the not to exceed amount of \$30,100.00 with Entertainment Management Group calling for a 50% payment of \$15,050.00 due March 15th and three equal payments of \$5,016.66 due 6/1/12, 7/1/12, 8/1/12. This is for the bands and services for The Music in The Park 2012 series.

THE Village Manager is authorized to execute such internal administrative documents, if any, as necessary.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this _____ day of _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST

Corey Williamson
Acting Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE: Resolution

SUBMITTED BY: Gary Thorsen

DATE: Feb. 28, 2012

DESCRIPTION: Resolution authorizing the execution of an Agreement and Purchase Order with Melrose Pyrotechnics Inc. for Liberty Fest 4th of July Fireworks Display, for \$25,000

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input type="checkbox"/>	<i>Financially Sound Village</i>
<input checked="" type="checkbox"/>	<i>Quality Customer Oriented Services</i>
<input checked="" type="checkbox"/>	<i>Safe and Beautiful Village</i>

<input checked="" type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input type="checkbox"/>	<i>Vibrant Major Corridors</i>

COMMITTEE ACTION: Recreation and Community Building – Unanimously Approved

DATE: 2/21/12

BACKGROUND:

This is for the Liberty Fest Fireworks Display that will be held in Redmond Park on July 4th 2012. The Village solicited two proposals for the production of the fireworks display which are attached along with a spread sheet for easy comparison. Melrose Pyrotechnics Inc. was the low bidder by averaging \$10.93 per shell compared to the Mad Bomber bid at \$10.94 on average per shell. The bid from Melrose Pyrotechnics included 276 more shells than Mad Bomber, which will be added to the main production and the finale. Melrose produced our production last year with a fantastic display along with the music that was professionally choreographed.

KEY ISSUES:

The purpose of this procurement is to secure a quality vendor due to availability during this important holiday that many other communities are competing for the purpose of executing a fireworks display. The total cost to contract with Melrose Pyrotechnics is \$25,000.

ALTERNATIVES:

- Execute the purchase order for the production of the Liberty Fest fireworks display
- Do not have the fireworks display on the 4th
- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the resolution and the execution of an agreement and purchase order with Melrose Pyrotechnics Inc. in the amount not to exceed \$25,000.00.

BUDGET IMPACT:

The total contract amount is \$25,000. This is a budgeted item under the Admin portion of the 2012 budget.

ACTION REQUIRED:

Approval of a Resolution to execute an agreement and approve a purchase order for the Liberty Fest 4th of July Celebration for \$25,000.

Resolution No. R-

**Authorizing Execution of a Agreement and Purchase Order with
Melrose Pyrotechnics Inc.**

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

That the Village Manager is authorized to execute a purchase order and agreement in the not to exceed amount of \$25,000.00 with Melrose Pyrotechnics Inc. to provide a twenty-two minute fireworks display for Liberty Fest 4th of July, 2012.

The Village Manager is authorized to execute such internal administrative documents, if any, as necessary.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this _____ day of _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST

Corey Williamson
Acting Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE: Resolution **SUBMITTED BY:** Gary Thorsen **DATE:** Feb. 28, 2012

DESCRIPTION: Resolution authorizing the execution of a contract and purchase order with American Mobile Staging for Liberty Fest 2012, for \$12,860.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input type="checkbox"/>	Financially Sound Village
<input checked="" type="checkbox"/>	Quality Customer Oriented Services
<input checked="" type="checkbox"/>	Safe and Beautiful Village

<input type="checkbox"/>	Enrich the lives of Residents
<input type="checkbox"/>	Major Business/Corporate Center
<input type="checkbox"/>	Vibrant Major Corridors

COMMITTEE ACTION: Recreation and Community Building –
Unanimously Approved

DATE: 2/21/12

BACKGROUND:

This agenda item is for the 44'x 30' stage which is used by the bands at our Liberty Fest July 4th 2012 Celebration. In addition to the band stage, we also want to include a 16' x 16' stage for our viewing area during the parade.

KEY ISSUES:

The purpose of this agenda item is to secure the appropriate stage needed for the production of our Liberty Fest 2012. The Village solicited two proposals from stage companies, North Park Rental which did not respond and American Mobile Staging which is attached. The contract with American Mobile Staging will be handed out at committee. The proposal from American Mobile Staging totaled \$12,860.00. This also includes a stage 16'x16' at no additional charge for our viewing area during the Liberty Fest parade.

ALTERNATIVES:

- Execute the purchase order for stage used for production of Liberty Fest
- Not to approve thus not having stage needed for our Liberty Fest 4th of July Celebration
- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the resolution and purchase order with American Mobile Staging for Liberty Fest 4th of July Celebration 2012.

The Recreation and Community Building Committee unanimously (5-0) recommends approval of this item.

BUDGET IMPACT:

Total contract amount of \$12,860. This is a budgeted item under the Admin portion of the 2012 budget.

ACTION REQUIRED:

Approval of a Resolution to execute and approve a purchase order for a stage for Liberty Fest 4th of July Celebration.

Resolution No. R-

**Authorizing Execution of a Agreement and Purchase Order with
American Mobile Staging Inc.**

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

That the Village Manager is authorized to execute a purchase order and contract in an amount of \$12,860.00 with American Mobile Staging Inc. to provide staging for the Liberty Fest 4th of July Celebration. A Deposit of \$6,430.00 which is 50% of the total will be due upon execution of the contract and the balance of \$6,430.00 will be due on or before July 3rd 2012.

The Village Manager is authorized to execute such internal administrative documents, if any, as necessary.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this _____ day of _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST

Corey Williamson
Acting Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE: Resolution

SUBMITTED BY: Gary Thorsen

DATE: Feb. 28, 2012

DESCRIPTION: Resolution authorizing the execution of a Purchase Order to issue a check for \$10,000 to the Chamber of Commerce for the 4th of July /Liberty Fest Parade for production expenses

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input type="checkbox"/>	Financially Sound Village
X	Quality Customer Oriented Services
X	Safe and Beautiful Village

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

COMMITTEE ACTION: Recreation and Community Building –
Unanimously Approved

DATE: 2/21/12

BACKGROUND:

The Chamber organizes and produces the Liberty Fest 4th of July parade with the help of village staff and volunteers. The purpose of this agenda item is to help pay for units for the parade that will complete our overall presentation such as Civil War units, Clowns, Bands etc. See the attached 2011 Expense and Income report for more details.

KEY ISSUES:

By executing this purchase order with the Bensenville Chamber of Commerce, they are able to identify units that are needed for the overall presentation of the parade to be able to secure them before that are taken for other parades. The amount to be given to the Chamber is \$10,000, which is consistent with their expenses incurred in 2011.

ALTERNATIVES:

- Execute the purchase order for the production of the parade for Liberty Fest
- Do not have the ability to go and supplement our parade with specialized units
- Discretion of the Board.

RECOMMENDATION:

Staff recommends approval of the resolution for the execution of a purchase order and check to the Chamber of Commerce for the organizing and execution of our 4th of July parade.

The Recreation and Community Building Committee unanimously (5-0) recommends approval of this expenditure.

BUDGET IMPACT:

The total amount of the expenditure is \$10,000. This is a budgeted item under the Admin portion of the 2012 budget.

ACTION REQUIRED:

Approval of a Resolution to execute and approve a purchase order and check to the Chamber of Commerce for \$10,000.

Resolution No. R-

**Authorizing Execution of a Agreement and Purchase Order with
The Chamber Of Commerce**

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

That the Village Manager is authorized to execute a purchase order for a check in the not to exceed amount of \$10,000.00 to the Chamber Of Commerce for the Fourth Of July/Liberty Fest Parade.

The Village Manager is authorized to execute such internal administrative documents, if any, as necessary.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this _____ day of _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST

Corey Williamson
Acting Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

TYPE: Resolution **SUBMITTED BY:** Chief Frank Kosman **DATE:** 2-22-12

DESCRIPTION: Resolution to Approve Contract with Wendy Nussbaum, LCPC, for Staffing the Green Teen Zone

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: Public Safety Committee
Approved 7-0

DATE: 2-14-12

BACKGROUND

The Village has supported an after school crime prevention program, now called the Green Teen Zone, for over 20 years. Wendy Nussbaum's social services firm has provided the staffing for the program, paid, intern, and volunteer, for at least the last 5 years. The program provides structured after school activities for middle school students. The program has been successful this school year – attendance has increased from 8-10 teens attending to 15-20 teens. The staff has and will continue to provide counseling, tutoring, recreational supervision, administration of a snack and supper program, and participate in community events. Under the new contract, the staff will also manage a station adjustment program in cooperation with the police department and the school districts. Under this program, the police and school counselors will refer teens who committed minor violations to perform community service under the direction of the staff. The staff will first conduct learning classes on various topics and then have the participants perform community service related to the topics.

KEY ISSUES:

The new contract increases the cost from \$4,667.67 per month to \$6,667 per month. The increase is based on an increase from an average of 45 staff hours per week to an average of 60 staff hours per week. This includes the Green Teen Zone being open an additional 1.5 hours per week when school is in session, (21.5 hours from 20 hours), programming on 8 additional non-school days during the school year, (16 days instead of just 8), the Green Teen Zone being opened 20 hours per week during the summer break instead of 15 hours per week, and the staffing for the station adjustment program. This program increase was included in the 2012 budget.

ALTERNATIVES:

1. Approve the attached resolution for the execution of the contract.
2. Discretion of the Board.

RECOMMENDATION:

Staff recommends the approval of the attached resolution as the program provides an effective alternative for providing clinical, educational, recreational, and community service programming.

The Public Safety Committee considered this contract on February 14, 2012 and unanimously recommended approval (vote 7-0).

BUDGET IMPACT:

The total contract for 2012 is in the not-to-exceed amount of \$80,000 (\$6667 per month). The amount of the contract was included in the CY2012 Budget.

ACTION REQUIRED:

Board approval of the Resolution authorizing the execution of the contract.

RESOLUTION NO. R- -2012

A RESOLUTION AUTHORIZING A CONTRACT WITH WENDY NUSSBAUM, LCPC
BENSENVILLE TEEN CENTER

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

That the Contract with Wendy Nussbaum, LCPC, for services related to the Bensenville Teen Center, in the not-to-exceed amount of \$80,000 (\$6667 per month) and governing the period from January 1, 2012 through December 31, 2012, which the Contract is attached hereto and made a part hereof, is hereby approved. The Village Manager is authorized to execute said contact, and any other documentation necessary to consummate same.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this _____ day of February, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Corey Williamsen,
Acting Village Clerk

Ayes: _____

Nays: _____

Absent: _____

**Contract for the Green Teen Zone
Between the Village of Bensenville and Wendy Nussbaum**

January 5, 2012

The Village of Bensenville agrees to enter into a contract with Wendy Nussbaum for the purposes of staffing and administrating the Green Teen Zone from **January 1, 2012 to December 31, 2012**.

Wendy Nussbaum agrees to provide three staff members for up to a total of 60 hours per week with administrative support for up to 4 hours per week. Mrs. Nussbaum agrees to operate the Green Teen Zone in accordance with the following:

a. Hours

The Teen Center will be open on school attendance days from 3 PM to 7 PM, Mondays, Tuesdays, Wednesdays and Fridays and from 1:30 PM to 7 PM on Thursdays for a total of 21.5 hours per week. Staff will be available for meetings and/or additional time within the junior high for up to three hours per week. Staff may adjust hours of operation during the duration of the contract with permission of the Village.

The Teen Center will offer programming on sixteen additional non-school days during the school year.

Summer attendance hours will be flexible to fit programming needs including field trips and “Music in the Park.” The Center will be open a minimum of 20 hours per week. In August, the Center will be closed to youth for one week to allow for preparation and programming by staff for the upcoming school year.

b. Attendance

Any youth residing in Bensenville and attending middle school will be eligible to attend the Teen Center with guardian approval. Each youth must agree to adhere to a “Code of Conduct,” listing Teen Center rules.

c. Programming

The philosophy of the Teen Center will be to provide structured activities that will promote individual growth. The programming at the Center will have four components: Clinical, Educational, Recreational and Community Service:

The Clinical component will include therapeutic activities directed by program staff, including self-esteem building, learning to work as a team, problem-solving, community-involvement, etc. Staff will refer appropriate youth to individual or family counseling, provided through Northeast DuPage Family and Youth Services at no cost to the family.

All clinical components will be supervised by a Licensed Clinical Professional Counselor.

Educational components will include informal tutoring will occur by staff and time for homework will be worked into the schedule. Staff will pursue the use of volunteers, including peers, high school students or adults to increase tutoring services.

Recreational components will include in house activities such as pool, ping pong etc as dictated by the equipment provided by the Village of Bensenville. However, a large portion of recreation will be provided through the Edge Ice Arena and the Redmond Complex. Staff will coordinate the use of these facilities with Village employees. The Village will be responsible to provide instructors for the different activities, while staff provides supervision. These opportunities may include rock climbing, swimming, soccer, softball, ice-skating, etc.

Community Service Components will be run in conjunction with a newly developed “Station Adjustment” program. The Community Service Component will be for two hours a week for four weeks each month. Each month a new community service topic will be introduced. The first two weeks of the month will be learning classes; the second two weeks will be action/doing classes.

Topics:

- September – **9/11 Day of Service and Remembrance**
- October – Healthy Living
- November – Acceptance of All People
- December – Hunger/Homelessness
- January – Non-Violence/Bullying
- February – The Arts
- March – Civic Engagement
- April – Respect for Life & Environment
- May – Science & Technology
- June – Job Readiness
- July – Service to Others
- August – Back to School

d. Transportation

Youth who attend the Center will be responsible for his own transportation to and from the Center. Center staff will work with the Village and with parents to arrange transportation to and from any field trips. Green Teen Zone staff will work with District 2 to arrange transportation from the local junior high.

e. Snack and Supper Program

The Green Teen Zone provides youth with a snack and a light supper through the Illinois State Board of Education and the Northern Illinois Food Bank. The food is available to

all Bensenville youth under the age of 18. The Green Teen Zone staff will administer the food and will ensure compliance with ISBE regulations in order to maintain the program.

f. Community Involvement

1. Station Adjustment: Based on its commitment to provide quality, constructive programming to Bensenville's youth, the Green Teen Zone will partner with the Bensenville Police Department and Northeast DuPage Family and Youth Services to provide a Station Adjustment program. Station Adjustment is used with youth who have been arrested for minor crimes and is an alternative to purely punitive approaches. The Station Adjustment program is described above under "section c: programming" Community Service Component.
2. Community Education: Green Teen Zone staff will be available to offer community education around social service related issues; including but not limited to parenting, bullying, suicide prevention, etc. This can be provided through Crime Prevention Meetings, through local schools or at the request of the local police department.
3. Community Awareness: For the past two years, the Green Teen Zone has coordinated the "Lights On After School" program. LOAS promotes awareness of local afterschool programming. Following the last event, the LOAS committee decided to expand the event to promote community awareness of all local service agencies. The Green Teen staff would be responsible to coordinate this event.

g. Insurance

Wendy Nussbaum agrees to provide workman's compensation for staff under her employ at the Bensenville Teen Center. The Village of Bensenville will be responsible for all other insurance directly related to the program.

f. Cost of Contract

The contractual cost of the Teen Center to the Village of Bensenville will be \$80,000 (\$6,667 per month) for the duration of the contract.

The Village of Bensenville will be responsible for all other reasonable costs directly related to the Teen Center, including but not limited to food, activities, transportation and maintenance.

The Village of Bensenville agrees to provide office space, a computer with internet access, telephone access and a cellular phone to one Teen Center staff member. Teen Center staff will use the Village's Director of Communications and Marketing to design mass produced written communications regarding the Teen Center, including flyers, brochures, press releases, etc.

g. Additional Responsibilities

The Village of Bensenville agrees that any additional responsibilities to Wendy Nussbaum or her staff outside of this contract may result in a higher rate of reimbursement or a reduction of hours of operation for the Teen Center. If the Village desires additional duties to be performed, Mrs. Nussbaum will be contacted and an additional agreement may be reached.

Mrs. Nussbaum retains the administrative control over employees hired to staff the Teen Center and will work diligently with Teen Center staff and Village staff to resolve any differences that may arise.

This contract will be in effect from January 1, 2012 through December 31, 2012.

Wendy Nussbaum, LCPC

Date

Village of Bensenville Representative

Date

TYPE: Ordinance

SUBMITTED BY: Chief Frank Kosman

DATE: 2-22-12

DESCRIPTION: Ordinance approving an Intergovernmental Agreement with the Northern Illinois Police Alarm System (NIPAS) for the Mobile Field Force

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/>	<i>Financially Sound Village</i>	<input type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input 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: Public Safety Committee Approved 7-0 **DATE:** 2-14-11

BACKGROUND

In order to respond to civil disturbances, including the possible social unrest expected this spring with the NATO/G-8 summits being held in Chicago during May and with the continuing Occupy movement protests, the Du Page County Chiefs of Police Association (DCCPA) investigated various options for Du Page County Police Departments to jointly respond to such events. The recommendation of the DCCPA was that the Du Page police departments join the already formed Northern Illinois Police Alarm System (NIPAS) Mobile Field Force Team (MFF). See the attached powerpoint for information about the MMF.

KEY ISSUES:

By participating in the NIPAS MFF, the Village will be sharing the cost of having such a specialized unit with the other government entities. The cost associated with providing a civil disturbance mobile field force unit through our police department alone is prohibitive. By joining and assigning one officer to the MMF, the department will have the resources of such a unit on a high priority level. The Illinois State Police MFF units are already scheduled to be deployed in Chicago during the summits and will probably not be available if the need for them arose in the suburbs during that time. The Du Page County Sheriff's Office is starting such a unit, but NIPAS MFF has been deployed numerous times and has more experience and training in these specialized operations. NIPAS MMF will only respond to member agency requests.

ALTERNATIVES:

- Approve the attached IGA
- Discretion of the Committee and Board.

RECOMMENDATION:

Staff recommends the approval of the attached ordinance and IGA.

At their February 14, 2012 meeting, the Public Safety Committee unanimously recommended approval of this Ordinance (vote 7-0).

BUDGET IMPACT:

The direct costs associated with becoming a member NIPAS MMF are \$1,205 for basic NIPAS membership and \$1,200 for the equipment for the one officer. The annual cost thereafter is \$1,205 per year. The selected officer must attend a 3 day course and then six 8 hour training sessions per year and any call outs. The team had 4 call outs last year. The officer's regular days off will be changed to accommodate the training and minimize overtime expenses whenever possible. The fees can be absorbed in the training budget and the equipment cost was already included in the budget.

ACTION REQUIRED:

Pass the Ordinance approving the IGA.

ORDINANCE NO. _____

**ORDIANANCE APPROVING INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF BENSENVILLE AND THE NORTHERN
ILLINOIS POLICE ALARM SYSTEM MUTUAL AID AND ASSISTANCE AND
TRAINING CONCERNING SPECIAL OPERATIONS UNIT**

WHEREAS, the President and Board of Trustees believe and hereby declare that it is in the best interests of the Village and its residents to approve the Intergovernmental Agreement;

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

SECTION ONE: The foregoing recital is hereby incorporated by reference in this Section One as if fully set forth.

SECTION TWO: The Intergovernmental Agreement attached hereto as Exhibit 1 shall be and is hereby approved, and the President, Police Chief and Village Clerk shall be and are hereby authorized and directed, respectively, to execute and to attest to said Agreement in substantially the form attached hereto.

SECTION THREE: This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this _____ day of February, 2012.

Frank Soto
Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____



Northern Illinois Police Alarm System

Agreement

The undersigned municipalities agree pursuant to Article VII, Section 10 of the Constitution of the State of Illinois and Chapter 5 Act 220; Chapter 65 Act 5, Article 1, Division 4, Section 5/1-4-6; and Chapter 65 Act 5, Article 11, Division 1, Section 5/11-1-2.1; and Chapter 745 Act 10, Article VII, Illinois Compiled Statutes, as follows:

Section 1 Purpose of Agreement

This agreement is made in recognition of the fact that natural occurrences, or man-made occurrences, may result in situations which are beyond the ability of the individual community to deal with effectively in terms of manpower and equipment resources on hand at a given time. Each community named (Appendix 1) has and does express its intent to assist its neighbor communities by assigning some of its manpower and equipment resources to an affected community as resources and situations allow. The specific intent of this agreement is to permit the Police Departments of each community to more fully safeguard the lives, persons, and property of all citizens.

Section 2 Definitions

For the purpose of this agreement, the following terms are defined as follows:

Northern Illinois Police Alarm System (NIPAS): An organization of Northern Illinois Police Departments participating in this mutual aid agreement.

Disaster: An emergency situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local government.

Municipality: A city, village, or town having a recognized Police Department.

Mutual aid: A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of alarms from locations in a stricken municipality by the aiding municipalities in accordance with the police alarm assignments as developed by the Police Chiefs of the participating municipalities.

Participating municipalities: A municipality that com-

mits itself to this mutual aid agreement by adopting an ordinance authorizing participation in the program with other participating municipalities for rendering and receiving mutual aid in the event of disaster in accordance with the police alarm assignments.

Stricken municipality: The municipality in which a disaster occurs that is of such magnitude that it cannot be adequately handled by the local Police Department.

Aiding municipality: A municipality furnishing police equipment and manpower to a stricken municipality.

Police alarm assignments: A pre-determined listing of manpower and equipment that will respond to aid a stricken municipality.

Section 3 Agreement to Effectuate the Mutual Aid Plan

The Village President, Mayor, or Board of Trustees of each participating municipality is authorized on behalf of that municipality to enter into and from time to time alter and amend on the advice of the Police Chief and with the consent of the governing body of that municipality, an agreement with other municipalities for mutual aid according to the following:

A. Whenever a disaster is of such magnitude and consequence that it is deemed advisable by the senior officer present, of the stricken municipality, to request assistance of the aiding municipalities, he is hereby authorized to do so, under the terms of this mutual aid agreement and the senior officer present of the aiding municipalities are authorized to and shall forthwith take the following actions:

- Immediately determine what resources are required according to the mutual aid police alarm assignment.
- Immediately determine if the required equipment and personnel can be committed in response to the request from the stricken municipality.
- Dispatch immediately the personnel and equipment required to the stricken municipality in accordance with the police alarm assignment.

B. The rendering of assistance under the terms of this mutual aid agreement shall not be mandatory in accordance with the police alarm assignments if local conditions prohibit response. In that event it is the responsibility of the aiding municipality to immediately notify the stricken municipality of same.

C. The senior officer present, of the stricken municipality, shall assume full responsibility and command for operations at the scene. He will assign personnel and equipment, of the aiding municipalities, to positions when and where he deems necessary.

D. It is expected that requests for mutual aid under this agreement will be initiated only when the needs exceed the resources of the stricken municipality. Aiding municipalities will be released and returned to duty in their own community as soon as the situation is restored to the point which permits the stricken municipality to satisfactorily handle it with its own resources or, as per Item B above, when an aiding municipality so desires.

E. All service performed under this agreement shall be rendered without reimbursement of any party from the other(s). Requests for indemnification for unusual or burdensome costs incurred in the performance of mutual aid may be submitted by the aiding municipality to the stricken municipality. Indemnification of such costs shall be at the discretion of the respective elected Board or Councils.

F. Each participating municipality assumes the responsibility for members of its police force acting pursuant to this agreement, both as to indemnification of said police officers as provided for by Chapter 65 ILCS 5/1-4-6, and as to personal benefits

to said police officers, all to the same extent as they are protected, insured, indemnified and otherwise provided for by the Statutes of the State of Illinois and the ordinances of the participating municipalities when acting solely within their own corporate limits.

G. The Police Chiefs of the participating municipalities shall maintain a governing board and establish an operational plan for giving and receiving aid under this agreement. Said plan shall be reviewed, updated and tested at regular intervals.

Section 4 Termination

Any municipality may withdraw from the Northern Illinois Police Alarm System agreement by notifying the Police Chiefs of the other participating municipalities in writing, whereupon the withdrawing municipality will terminate participation ninety (90) days from the date of written notice.

Section 5 Adoption

This mutual aid agreement shall be in full force and in effect with the passage and approval of a companion ordinance by all participating municipalities, in the manner provided by law, and in the signing of this agreement by the Village President, City Mayor or Trustees of a municipality.

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties:

Name of Municipality

President/Mayor

Chief of Police

ATTEST:

Clerk

Date

NIPAS MFF

Northern Illinois Police Alarm System Mobile Field Force



*Coordinator
Captain Rick Drehobl
Rosemont Public Safety*

*Arrest Team Coordinator
Officer Rick Sheffler
Wheeling Police Department*

Team Makeup

- 72 member agencies
- 104 officers, plus 14 officers w/K-9s
- This year: 4 call-outs, 14 stand-by/no staging, and 1 stand-by/staging
- Team trains 6 times per year; Arrest Team trains 12 times per year



Team Structure



- Command Staff
- Arrest Team
- K-9 Team
- Support Services Team
- Less Lethal Team
- Squads
- Training Team

Command Staff



- Coordinator
– *Rick Drehobl*
- Assistant Coordinator
– *Dan Niemann*

Arrest Team

Coordinator: *Rick Sheffler*



- *Bravo* Team Leader and Assistant Team Leader
- *Charlie* Team Leader and Assistant Team Leader
- Team Members

K-9 Team

Coordinators: *Mike Mellenthin and Alex VanDerLinden*



Support Services Team

Coordinator: *Scott Laverd*



Less Lethal Team

Coordinator:
Dan Gorski



Squads

- Squad Leaders
- Assistant Squad Leaders
- Squad Members



Training Team

Coordinator: *Larry Martin*



Scope of Services

NIPAS MFF provides its members with a planned, organized and rapid response to...



- Control unruly crowds, either hostile or passive.
- Seal off problem areas, regardless of size.
- Rescue citizens or officers from crowds.
- Clear an area of hostile individuals by use of proactive tactics.

Scope of Services *(continued)*



- Apprehend multiple offenders, if required.
- Officer down rescues.
- High profile rescues.
- Street corner arrests.

Call-Out Criteria

- Civil disturbances
- Union conflicts
- Public demonstrations
- Other events involving large or disorderly crowds
- Incidents requiring specialized rescues or arrests



Situations that DO NOT fit the criteria...

- To avoid paying overtime to agency personnel
- Group having no prior history
- Small number of protesters

How To Request Service



- Call Northwest Central Dispatch System
- MFF command staff paged
- One MFF supervisor will call on-scene supervisor to assess incident
- Establish Staging Area, Briefing Area, Warming/Cooling Areas
 - Proximity to incident
 - Over 100 MFF officers with vehicles, plus box alarm officers with vehicles
 - MFF Truck

Service Requests

Call as early as possible! Early notification provides for a MFF intel/scout team to go to incident site in advance.



Stand-By, No Staging

Team placed on stand-by, awaiting call-out instructions

Stand-By, Staging

Team staged near incident site, awaiting call-out instructions

Call-Out

Request for immediate assistance

Advance Intel/Scout Team



- Meet with Chief and/or supervisors in charge to discuss request for MFF assistance.
- Evaluate if MFF is needed.
- Explain how MFF can assist, and what team is able to do.
- Examine staging area(s), potential incident site, etc.

While waiting for MFF to arrive



- Place one experienced officer at staging area for:
 - Arrival of box alarm officers (assists town only, not MFF)
 - Arrival of Mobile Field Force team officers
- Stage ambulance(s)
- Stage prisoner transport vehicles
- Establish media area
- Consider calling Fire Department Canteen

Arrival of Team

First MFF member arrives at staging area and...

- Talks to agency's staging area officer to get specifics
- Arrives at MFF staging area and meets with highest ranking officer on scene to:
 - Determine type of incident
 - Location address, size, basic sketch
 - Gather additional information



As more members arrive...



- Check-in with MFF Support Services where they are issued additional equipment
- Assemble into squads
- Mark squad cars
- Get into formation for deployment

Command and Control of Incident

- Local agency maintains control, however...



Command and Control *(continued)*

The MFF Coordinator (or designee) is responsible for deployment of the Mobile Field Force, decision-making, and resolution of the incident. The MFF Coordinator is subordinate to the afflicted agency's Chief of Police (or designee) only in terms of when and if the team will be initiated, not HOW it will perform.

Questions?



TYPE: Ordinance SUBMITTED BY: S. Viger DATE: 02.22.12

DESCRIPTION: Pass the Ordinance approving a Conditional Use Permit to allow an Electronic Message Center Sign for Perk's Bar & Grill 801 N. Rte. 83 in an existing I – 2 Light Industrial District

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 checked="" type="checkbox"/>	Safe and Beautiful Village	<input checked="" type="checkbox"/>	Vibrant Major Corridors

COMMITTEE ACTION: CEDC – approved (6-1) with 5 of the 6 conditions recommended by staff. Neither the CDC nor the CEDC supported the **DATE: 02.21.12** reducing the amount of existing non-conforming building signage.

BACKGROUND:

On 02.14.12 the Village Board approved Ordinance #4-2012 a text amendment that would allow Electronic Message Center signs in all Zoning Districts as a Conditional Use. This recent Board action allows the Perk's request to be considered. Perk's Bar & Grill is housed in a freestanding restaurant building at 801 N. Rte. 83 that was constructed approximately 33 years ago and is seeking the EMC to boost their business. The existing freestanding sign is a non-conforming pole sign (prohibited by our Sign regulations since 1989) and the building mounted signs also are non-conforming as to type (roof), number (three rather than two permitted) and size. A strict application of the Code would allow a freestanding monument sign of 6' tall, 32 square feet with a 16 square foot EMC. The request is for a sign that is 17' – 2" in height approximately 119 square feet in size and an EMC of over 36 square feet. The restaurant has three existing roof signs which are prohibited by our Code. Staff has recommended that one of these three signs be reduced in size, allowing the other two to remain as is.

KEY ISSUES:

To approve a Conditional Use Permit the Village shall find that the "Approval Criteria" found in the Zoning Ordinance are met. The Criteria include traffic, environmental nuisance, neighborhood character, use of public services and facilities, public necessity as well as other factors relating to the harmony of the use with other elements of compatibility. The staff believes the proposed EMC sign satisfies these criteria. In doing so the staff had requested a small accommodation from the applicant regarding the existing non-conforming building signage.

ALTERNATIVES:

1. Committee discretion.
2. Deny the Conditional Use Permit request.
3. Remand the request back to the Community Development Commission.

RECOMMENDATION: Staff respectfully recommended approval of the requested Conditional Use Permit with several conditions:

1. The Conditional Use Permit shall be for Perk's Bar & Grill only and may be transferrable with CDC review and Village Board approval.
2. The sign shall adhere to all ordinance requirements for EMC signs.
3. The sign shall be constructed in substantial compliance with the plan submitted as a part of the CDC application 2011 – 02 prepared by I.D. Sign & Lighting, Inc. dated 04.04.11.
4. No Temporary Banner sign permits shall be issued for the property after the EMC is erected.

At the 02.13.12 Public Hearing the Community Development Commission voted (6 - 0) to recommend approval of the Conditional Use Permit with five of the six conditions recommended by the Village staff. The CDC deleted Condition # 6 that would have required a reduction in the existing non-conforming building signage.

On 02.21.12 the CEDC voted (6-1) to approve the Conditional Use Permit with the five conditions recommended by the CDC.

BUDGET IMPACT: N/A

ACTION REQUIRED: Motion to pass the Ordinance approving the Conditional Use Permit, with the five conditions recommended by the CDC.

**CDC# 2011 – 02 PERK'S BAR & GRILL
801 N. Rte. 83**

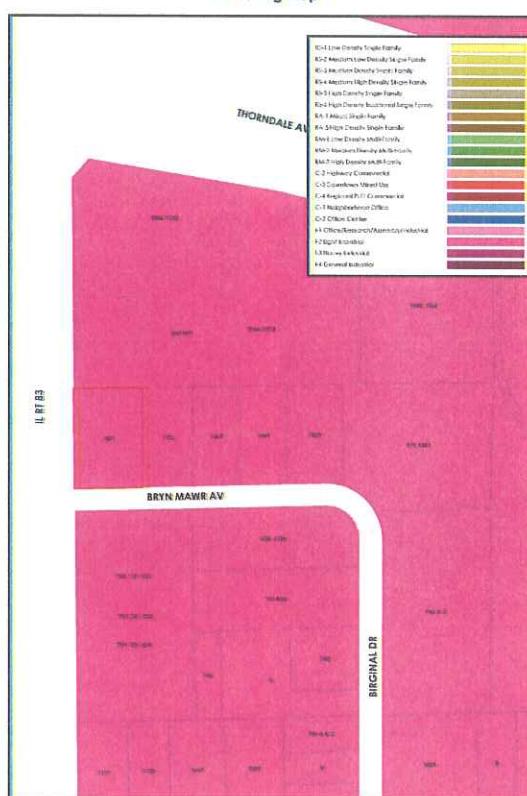
Village of Bensenville

801 N. Rt. 83



Village of Bensenville

2010 Zoning Map



ORDINANCE NO. _____

**AN ORDINANCE APPROVING THE GRANT OF A CONDITIONAL USE PERMIT
TO ALLOW AN ELECTRONIC MESSAGE CENTER SIGN FOR
PERK'S BAR & GRILL, AT 801 N. ROUTE 83, BENSENVILLE, ILLINOIS**

WHEREAS, Perk's Bar & Grill ("Owner"), filed an application seeking a conditional use permit to allow the erection of an Electronic Message Center Sign in the I-2 Light Industrial District pursuant to Ordinance No. 4-2012 (not presently codified) of the *Village of Bensenville Zoning Ordinance* ("Zoning Ordinance") at property commonly known as 801 N. Route 83, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the "Subject Property"), a copy of said application being on file in the Community and Economic Development Department; and

WHEREAS, such use is allowed in the I-2 Light Industrial District, pursuant to Ordinance No. 4-2012, so long as all requirements for said signage are met; and

WHEREAS, Notice of Public Hearing with respect to the conditional use permit sought by the Owner and Applicant was published in a newspaper of general circulation in the Village of Bensenville 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 February 13, 2012 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, made the findings of facts as set forth in Exhibit "B," attached hereto and incorporated herein by reference; and

WHEREAS, upon said findings of facts, the Community Development Commission voted 6 – 0 to approve the application for conditional use permit to allow erection of the Electronic Message Center Sign at the Subject Property, subject to conditions; and

WHEREAS, the Community Development Commission forwarded its recommendation to approve the application to the Village Board's Community and Economic Development Committee which concurred in the recommendation to approve the application; and

WHEREAS, the Community and Economic Development Committee then forwarded its recommendation, along with that of the Community Development Commission, to the President and Board of Trustees on February 28, 2012; and

WHEREAS, the President and Board of Village Trustees considered the matter and determined, based on its consideration, that the permit should be granted, allowing the relief requested, finding that it is consistent with the Zoning Ordinance and the orderly and harmonious development of the Village.

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

SECTION ONE: That the forgoing recitals are hereby incorporated by reference as if fully set forth herein.

SECTION TWO: That the application for a conditional use permit to erection of an Electronic Message Center Sign at the Subject Property is hereby granted subject to the following conditions: (1) the conditional use permit to allow the erection of an electronic message center sign shall be granted solely to Perk's Bar & Grill and shall be transferred only after a review by the Community Development Commission and approval of the Village Board. In the event of the sale or lease of this property, the proprietors shall appear before a public meeting of the Community Development Commission. The Community Development Commission shall review the request and in its sole discretion, shall either; recommend that the Village board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the conditional use permit, or if the Community Development Commission deems that the new proprietor contemplates a change in use which is inconsistent with this conditional use ordinance, the new proprietor shall be required to petition for a public hearing before the Community Development Commission for a new conditional use permit, (2) the Electronic Message Center Sign shall adhere to all Ordinance requirements for such signs as approved by the Village Board in Ordinance No. 4-2012, (3) the sign shall be constructed in substantial compliance with the plan submitted as part of the Application, as prepared by I.D. Sign & Lighting, Inc. dated 4-4-2011, (4) no temporary banner sign permits shall be issued for the Subject Property after the Electronic Message Center Sign is erected.

SECTION THREE: That 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, this 28th day of February, 2012.

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Ordinance # _____

Exhibit "A"

801 N. Rte. 83 Perk's Bar & Grill

Legal Description

LOT 1 (EXCEPT THE EAST 222.14 FEET THEREOF) IN O'HARE WEST INDUSTRIAL PLAZA,
A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 11 AND THE SOUTHWEST
QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS

Commonly known as 801 N. Illinois Route 83

Ordinance # _____

Exhibit "B"

801 N. Rte. 83 Perk's Bar & Grill

Findings of Fact

Motion: Commissioner Pisano made a motion to approve the findings of fact consisting of:

- 1) Traffic:** Route 83 is an arterial running throughout the Village. While we all anticipate an increase in patrons at the restaurant, there should be no adverse effects on traffic.
- 2) Environmental Nuisance:** The potential exists from an EMC to provide glare to adjacent properties. Staff believes that should the EMC be approved and adhere to the conditions outlined in the draft text amendment for such EMC signs, any negative effects of such signs would be eliminated.
- 3) Neighborhood Character:** The property in question is zoned I-2 Light Industrial along a major arterial. The restaurant had operated for a number of years and is in character with the area. The EMC sign would not alter the character.
- 4) Use of Public Service and Facilities:** No significant increase in the utilization of the public system is anticipated.
- 5) Public Necessity:** A restaurant has operated in this location for a number of years. The Village is encouraging a mix of office, service, retail and industrial uses in the Northern Business Park. The EMC is said to allow the existing restaurant to advertise specials etc. to increase their business sales which is a benefit to us all.
- 6) Other Factors:** The restaurant's proposed EMC will be in harmony with the surrounding business and industrial users.

Commissioner Ventura seconded the motion.

Roll Call: Ayes: Moruzzi, Janowiak, Pisano, Rowe, Ventura, Weldon

Nays: None

All were in favor. Motion carried.

TYPE: Ordinance **SUBMITTED BY:** Corey Williamsen **DATE:** February 28, 2012

DESCRIPTION: Ordinance Amending Section 3-3-5 of the Bensenville Village Code – Liquor Regulations – to increase the number of Class B liquor licenses from 5 to 7 and reduce the number of Class F liquor licenses from 5 to 4.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

COMMITTEE ACTION: Public Safety Approved (Vote 4-2) DATE: 2/21/12

BACKGROUND:

Section 3-3-5B.3 of the Bensenville Village Code limits the number of Class B liquor licenses issued and outstanding to 5. Class B licenses authorize the retail sale of liquor not for consumption on the premises. CVS Pharmacy, located at 700 W. Irving Park Road, applied for a Class B Liquor License in December 2011. The Village also received an application from Walgreens, located at 5 W. Irving Park Road, in January 2012.

CVS Pharmacy has been approved for zoning and passed inspection by the Community & Economic Development Department. The store manager for CVS passed a background check completed by the Bensenville Police. Pending finger prints have been reviewed by the State of Illinois.

Walgreens currently has a Class F license authorizing the sale of packaged beer and wine not for consumption on premise. Walgreens was approved in December 2011 for the renewal license with no issues from the Community Development Department or the Bensenville Police Department. Walgreens currently has the same store manager approved in 2011, therefore a background check and finger prints are not necessary. If approved for a Class B liquor licenses, Walgreens will forfeit its current Class F liquor license.

KEY ISSUES:

The current Village Code allows for no more than five (5) Class B liquor licenses to be issued. Currently all five licenses are issued to the following: Foremost Liquors, Brentwood Liquors, IS Discount Liquors, Dominicks, and Forest Liquors. In order to issue Class B liquor licenses to CVS and Walgreens, the Village Board would have to increase the number of total licenses from 5 to 7. As a result of Walgreens forfeiting their current license, this Ordinance also reduces the number of Class F licenses from 6 to 5.

ALTERNATIVES:

- Approve the Ordinance
- Deny the Ordinance
- Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the Ordinance increasing the number of Class B liquor licenses from 5 to 7 and reducing the number of Class F liquor licenses from 6 to 5.

During the Public Safety Meeting on February 21, 2012, the Committee discussed the merits of the request and the impact it would have on other liquor stores in town. Ultimately, the Public Safety Committee recommended approval of the proposed Ordinance (vote 4-2).

BUDGET IMPACT:

\$2,650 of net revenue for the Village. Walgreens currently has a Class F liquor licenses that costs \$1,950.

ACTION REQUIRED:

Board approval of the Ordinance increasing the number of Class B liquor licenses from 5 to 7 and reducing the number of Class F liquor licenses from 6 to 5.

Ordinance _____

**AN ORDINANCE AMENDING THE BENSENVILLE VILLAGE CODE
TITLE 3 – CHAPTER 3 – LIQUOR REGULATIONS**

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

SECTION ONE: That Section 3-3-5 of the Bensenville Village Code, entitled “License classifications; fee; number” is hereby amended by the addition of two (2) class B licenses and the deletion of one (1) class F license; the following language shall be inserted in lieu thereof:

“B. Class B:

6. There shall be no more than seven (7) class B licenses issued and outstanding at any one time.

F. Class F:

3. There shall be no more than five (5) class F licenses issued and outstanding at any one time.”

SECTION TWO: All Resolutions and Ordinances in conflict herewith are replaced to the extent of said conflict.

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

PASSED AND APPROVED by the President and Board of Trustees at the Village of Bensenville, this 28th day February, 2011.

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

TYPE: Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 02/21/2012

DESCRIPTION: Resolution to authorize payment to Patten Industries, Inc. for necessary repairs to Vehicle #728 (Vacuum Sweeper), for \$12,248.55

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

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

ASSIGNED COMMITTEE: Due to unforeseen circumstances, this repair has already taken place. Therefore ratification of this expenditure is being forwarded directly to the Village Board

DATE: N/A

BACKGROUND: The Village of Bensenville owns and maintains over 100 pieces of equipment for Public Works, Police, CED, and Recreation. Most repairs are performed by our in-house mechanic. Certain specialty pieces of equipment requiring advance repairs are sent out for service, as necessary.

Vehicle #728, a 1997 Vac-All E-10-ATD vacuum sweeper originally purchased in 1997 for \$132,625, is a key piece of equipment used in our street sweeping program. This piece of equipment is utilized to vacuum sweep debris from our street. Vehicle #728 has 25,600 miles and is in overall good condition.

KEY ISSUES: The Vac-All recently experienced rough idling and a lack of power. The machine was brought to Patten Industries in Elmhurst (as our Caterpillar Service Dealer) for analysis and repair. Initial indication was that we could repair the engine motor by means of boring one of the cylinder heads for a cost under \$9,000, which would not require Village Board approval. However, once the engine was removed, they found a crack in the engine block which required a complete engine block replacement. Parts and labor associated with the new short block along with a number of other repairs performed while the engine was apart (a new cam shaft, fuel injectors, and a resurfaced cylinder head) totaled \$12,248.55.

Since the repair work has already been completed, this expenditure is being forwarded directly to the Village Board for ratification rather than being placed on an I&E agenda.

The repairs come with a three year warranty on the new engine block (including the short block, cam shaft, injectors, oil pump, etc.). We anticipate that this repair could extend the life of the vehicle ten years.

Funding for the repairs will utilize 2011 accounts as the work was performed in late December 2011.

ALTERNATIVES: Discretion of the Village Board

RECOMMENDATION: Staff recommends approval of this Resolution.

BUDGET IMPACT: 2011 funds will be utilized for the \$12,248.55 in repairs

ACTION REQUIRED: Approval of Resolution to Authorize Payment to Patten Industries, Inc. of Chicago, IL for Necessary Repairs to Vehicle #728 (Vacuum Sweeper) in the amount of \$12,248.55

RESOLUTION NO.

**RESOLUTION TO AUTHORIZE PAYMENT TO PATTEN INDUSTRIES, INC.
OF CHICAGO, IL FOR NECESSARY REPAIRS TO VEHICLE #728 (VACUUM
SWEEPER) IN THE AMOUNT OF 12,248.55**

WHEREAS the Village of Bensenville owns and maintains over 100 pieces of equipment, and

WHEREAS certain specialized repairs are sent out for service as necessary, and

WHEREAS Vehicle #728, a 1997 Vac-All Vacuum Sweeper, required specialized service to repair and engine block failure, and

WHEREAS Patten Industries of Chicago, IL performed repairs that included the installation of a new short block, cam shaft, fuel injectors, and a resurfaced cylinder head.

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

THAT the Village Board authorizes payment to Patten Industries of Chicago, IL in the amount of \$12,248.55, and

THAT the Village Board authorizes the Village Manager to execute a purchase order and other associated documents necessary.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, _____, 2012.

APPROVED:

Frank Soto
Village President

ATTEST:

Village Clerk

AYES: _____

NAYS: _____

ABSENT: _____

Patten



ELMHURST CORPORATE HEADQUARTERS
CONSTRUCTION POWER SYSTEMS
 635 West Lake St. 615 West Lake St.
 Elmhurst, IL 60126 Elmhurst, IL 60126
 (630) 279-4400 (630) 530-2200
 FAX: (630) 279-7892 FAX: (630) 530-0998

ORIGINAL INVOICE

ROCKFORD
 5055 S. Main St.
 Rockford, IL 61102
 (815) 965-8631
 FAX: (815) 965-1179

OGLESBY
 590 Mayer St.
 Oglesby, IL 61348
 (815) 883-3336
 FAX: (815) 883-8043

HAMMOND, IN
 6400 Indianapolis Blvd.
 Hammond, IN 46320
 (219) 932-6600
 (773) 721-6977
 FAX: (219) 931-7513

JOLIET
 16822 W. Laraway Rd.
 Joliet, IL 60433
 (815) 726-4248
 FAX: (815) 726-2882

REMIT TO: PATTEN INDUSTRIES INC, #774539, 4539 SOLUTIONS CENTER, CHICAGO, IL, 60677-4005

SOLD TO VILLAGE OF BENSENVILLE
 ATT: ACCOUNTS PAYABLE
 12 S CENTER STREET
 BENSENVILLE IL 60106-2130

SHIP TO

PLEASE REFER TO THIS INVOICE NUMBER WITH YOUR REMITTANCE

>INVOICE NUMBER<	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE
ET01976	02-20-12	0411501				80	E		2	1
PSO/WO NO.	DOC. DATE	PC	LC	MC			SHIP VIA			
ET01976	12-27-11	1D	10	10						1
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING		MACH. ID NO.		
AA	3116	08WL04251			728	25617.0				
QUANTITY	ITEM	*N/R		DESCRIPTION			UNIT PRICE		EXTENSION	

* * * PROFORMA INVOICE * * *

REPLACE CYLINDER/SHORT BLOCK

ROUGH IDLE...LACK OF POWER...CHECK & ADVISE
 WILL NOT EXCEED 45 MPH

- RAN ENGINE UP TO OPERATING TEMP.
- INSTALLED BLOW BY METER.
- MEASURED CRANKCASE BLOW BY AT 345 FT/ HR3 & 525 FT/HR3
- RECOMMENDED REMOVING CYLINDER HEAD FOR FURTHER INSPECTION.
- GOT THE OK TO REMOVE CYLINDER HEAD.
- DRAINED COOLING SYSTEM.
- REMOVED OEM & CAT WIRING , SENSORS ETC....
- REMOVED OEM & CAT FUEL, WATER, & OIL LINES.
- REMOVED ALL AIR FILTER TUBING & ATAC PIPING.
- REMOVED FRONT STRUCTURE OF ENGINE , BELTS, TENSIONERS, PULLEYS ETC.....
- REMOVED EXHAUST SYSTEM.
- REMOVED ALL TOP END COMPONENTS , ROCKERS, INJECTORS, ETC.....
- LIFTED OFF CYLINDER HEAD.
- CYLINDERS CROSS HATCH POLISHING IS OUT OF CAT SPEC.
- THICK LIP AT TOP OF CYLINDER.
- NO SIGNS OF BROKEN PISTON RINGS.

PATTEN MUST BE NOTIFIED IN WRITING OF DISPUTES CONCERNING THIS INVOICE WITHIN 20 DAYS FROM DATE OF INVOICE OR ANY RIGHT TO DISPUTE IS WAIVED. UNDISPUTED AMOUNTS MUST BE PAID WITHIN STANDARD INVOICE TERMS.

PAYMENT DUE ON AGREED TERMS.
 LATE FEES APPLY TO ALL PAST DUE INVOICES AND WILL ACCRUE AT A RATE OF 1% PER MONTH OR 12% PER ANNUM.

PAY THIS AMOUNT ➤	CONT'D
AMOUNT CREDITED ➤	

Your Caterpillar Dealer

* - NOT RETURNABLE
 ITEMS NOT SHOWN ARE BACKORDERED

Patten



ELMHURST CORPORATE HEADQUARTERS
CONSTRUCTION
 635 West Lake St.
 Elmhurst, IL 60126
 (630) 279-4400
 FAX: (630) 279-7892

POWER SYSTEMS
 615 West Lake St.
 Elmhurst, IL 60126
 (630) 530-2200
 FAX: (630) 530-0998

ORIGINAL INVOICE

ROCKFORD
 5055 S. Main St.
 Rockford, IL 61102
 (815) 965-8631
 FAX: (815) 965-1179

OGLESBY
 590 Mayer St.
 Oglesby, IL 61348
 (815) 883-3336
 FAX: (815) 883-8043

HAMMOND, IN
 6400 Indianapolis Blvd.
 Hammond, IN 46320
 (219) 932-6600
 (773) 721-6977
 FAX: (219) 931-7513

JOLIET
 16822 W. Laraway Rd.
 Joliet, IL 60433
 (815) 726-4248
 FAX: (815) 726-2882

REMIT TO: PATTEN INDUSTRIES INC, #774539, 4539 SOLUTIONS CENTER, CHICAGO, IL, 60677-4005

SOLD TO VILLAGE OF BENSENVILLE
ATT: ACCOUNTS PAYABLE
 12 S CENTER STREET
 BENSENVILLE IL 60106-2130

SHIP TO

PLEASE REFER TO THIS INVOICE NUMBER WITH YOUR REMITTANCE

>INVOICE NUMBER<	INVOICE DATE	CUSTOMER NO.	CUSTOMER PURCHASE ORDER NUMBER			STORE	DIV	SALESMAN	TERMS	PAGE
ET01976	02-20-12	0411501				80	E		2	2
PSO/WO NO.	DOC. DATE	PC	LC	MC		SHIP VIA				
ET01976	12-27-11	1D	10	10						1
MAKE	MODEL	SERIAL NUMBER			EQUIPMENT NUMBER	METER READING			MACH. ID NO.	
AA	3116	08WL04251			728	25617.0				
QUANTITY	ITEM	*N/R		DESCRIPTION			UNIT PRICE	EXTENSION		

* * * PROFORMA INVOICE * * *

-ENGINE WORN OUT.
 -BLOCK IS TOO QUESTIONABLE TO REUSE-STRONGLY
 RECOMMEND SHORT BLOCK
 RECEIVED THE OK TO ORDER SHORT BLOCK , GASKET
 KITS, & INJECTORS.
 -REMOVED REMAINING COMPONENTS BOTH OEM & CAT.
 -LIFTED ENGINE OUT OF CHASSIS & REMOVED OIL PAN &
 SUMP, REMOVED STARTER MOTOR..
 -SUPPORTED ENGINE ON ROLL AWAY CART.
 -STRIPPED DOWN & TRANSFERED ALL PARTS
 -FOUND CAMSHAFT & ROLLERS COMPLETELY WIPED
 -REPLACED CAMSHAFT & ALL ROLLERS
 -RESEALED ALL
 -REINSTALLED IN CHASSIS
 -REPLACED ALL 6 INJECTORS
 -FULLY ADJUSTED TOP END
 -HOOKED UP ELECTRICAL & PLUMBING
 -REPLACED BELT (BADLY CRACKED & FRAYED)
 -FILLED WITH ALL NECESSARY FLUIDS
 -STARTED UP & CHECKED OPERATION
 -NO VISIBLE SMOKE
 -ENGINE SOUNDS SMOOTH
 -RAN TESTS-TEST DROVE
 -ALL OKAY..RETURNED TO SERVICE

F/R ALL 11699.00 *

SEGMENT 01 TOTAL 11699.00 T

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 INVOICE TERMS.

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 DUE INVOICES AND WILL ACCRUE
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PAY THIS AMOUNT	>	CONT'D
AMOUNT CREDITED	>	

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Your Caterpillar Dealer

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REMIT TO: PATTEN INDUSTRIES INC, #774539, 4539 SOLUTIONS CENTER, CHICAGO, IL, 60677-4005

SOLD TO VILLAGE OF BENSENVILLE
ATT: ACCOUNTS PAYABLE
12 S CENTER STREET
BENSENVILLE IL 60106-2130

SHIP TO

PLEASE REFER TO THIS INVOICE NUMBER WITH YOUR REMITTANCE

>INVOICE NUMBER<		INVOICE DATE	CUSTOMER NO.		CUSTOMER PURCHASE ORDER NUMBER		STORE	DIV	SALESMAN	TERMS	PAGE
ET01976		02-20-12	0411501				80	E		2	3
PSO/WO NO.		DOC. DATE	PC	LC	MC		SHIP VIA				
ET01976		12-27-11	1D	10	10						1
MAKE	MODEL		SERIAL NUMBER		EQUIPMENT NUMBER		METER READING		MACH. ID. NO.		
AA	3116		08WL04251		728		25617.0				
QUANTITY	ITEM	*N/R		DESCRIPTION		UNIT PRICE		EXTENSION			

* * * PROFORMA INVOICE * * *

INSPECT CYLINDER HEAD ASSEMBLY**CUSTOMER COMPLAINT:**

CYLINDER HEAD NEEDS TO BE INSPECTED FOR PROBLEMS

CAUSE OF FAILURE:

UNKNOWN

RESULTANT DAMAGE:

NONE

REPAIR PROCESS COMMENTS:CLEANED, INSPECTED HEAD FOR CRACKS AND FOR
RESURFACE, HEAD IS NOT CRACKED, BUT NEEDS
RESURFACE

TOTAL LABOR SEG. 02 143.55 *

SEGMENT 02 TOTAL 143.55 T

PRESSURE TEST CYLINDER HEAD ASSEMBLY**CUSTOMER CONCERN:**

REQUESTED PRESSURE TEST AND RESURFACE OF CYLINDER

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PAY THIS
AMOUNT ➤

CONT'D

AMOUNT
CREDITED ➤

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Your Caterpillar Dealer

Patten



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REMIT TO: PATTEN INDUSTRIES INC, #774539, 4539 SOLUTIONS CENTER, CHICAGO, IL, 60677-4005

SOLD TO **VILLAGE OF BENSENVILLE** SHIP TO
ATT: ACCOUNTS PAYABLE
12 S CENTER STREET
BENSENVILLE IL 60106-2130

PLEASE REFER TO THIS INVOICE NUMBER WITH YOUR REMITTANCE

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MAKE	MODEL		SERIAL NUMBER		EQUIPMENT NUMBER		METER READING	MACH. ID NO.
AA	3116		08WL04251		728		25617.0	
QUANTITY	ITEM	*N/R		DESCRIPTION			UNIT PRICE	EXTENSION

* * * PROFORMA INVOICE * * *

HEAD. ENGINE HAS ROUGH IDLE.

CAUSE OF FAILURE:

UNKNOWN.

REPAIR COMMENT:

PRESSURE TESTED HEAD AS REQUESTED- SET UP ON TEST BENCH, BLOCKED ALL WATER PORTS, AND APPLIED 40 PSI PRESSURE TO COOLING SYSTEM. NO LEAKS NOTED.

REMOVED FROM TEST BENCH, SET UP ON AMC GRINDER, AND RESURFACED HEAD TO REMOVE WARPAGE AND WEAR MARKS IN THE SEALING AREA. REMOVED FROM AMC AND SHIPPED BACK TO TRUCK SHOP. SEG COMPLETE.

	TOTAL LABOR	SEG. 03	391.50 *
1.00	MACHINE TOOL BIT		14.50
	TOTAL MISC CHGS	SEG. 03	14.50 *
	SEGMENT 03 TOTAL		406.00 T

TAX EXEMPTION LICENSE E9997 4533 04

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USD
PAYMENT DUE ON AGREED TERMS.
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PAY THIS AMOUNT ➤	12248.55
AMOUNT CREDITED ➤	

Your Caterpillar Dealer

* - NOT RETURNABLE
ITEMS NOT SHOWN ARE BACKORDERED

TYPE: Ordinance **SUBMITTED BY:** Corey Williamsen **DATE:** February 28, 2012

DESCRIPTION: Pass the Ordinance Ascertaining The Prevailing Rate of Wages for Laborers, Mechanics and Other Workers Employed on Public Works for the Village of Bensenville.

SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:

<input checked="" type="checkbox"/> <i>Financially Sound Village</i>	<input 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 type="checkbox"/> <i>Safe and Beautiful Village</i>	<input type="checkbox"/> <i>Vibrant Major Corridors</i>

COMMITTEE ACTION: Due to timing and the ministerial nature of the action this matter was not presented to the Administration, Finance & legislation Committee for review and recommendation.

DATE: N/A

BACKGROUND:

The Illinois Prevailing Wage Act requires the contractor and subcontractor to pay laborers, workers and mechanics employed on public works projects, no less than the general prevailing rate of wages (consisting of hourly cash wages plus fringe benefits) for work of similar character in the locality where the work is performed. Violators must pay workers the difference between the wage paid and the prevailing wage, and may be subject to 20% penalties and 2% punitive damages. A Contractor or subcontractor found to have violated the Act on two occasions may be barred from public works projects. Additionally, contractors are required to post prevailing wage rates at job sites.

KEY ISSUES:

The Illinois Prevailing Wage Act requires that all Illinois Governmental Entities, including Municipalities, either accept the Prevailing Wages determined by the Illinois Department of labor or investigate and determine the Prevailing Wages as defined in the Act for laborers, mechanics and other workers employed in performing work on public works construction projects in the locality in which said work is performed. By statute this ordinance was to have been adopted during June 2011, and, accordingly, "nunc pro tunc June 21, 2011" has been added to the proposed ordinance (the date last the last Village Board meeting at which the Ordinance should have been adopted to comply with statute) to indicate that the effect of the ordinance relates back to that time. Exhibit A is the DuPage and Cook County Prevailing Wage Rates for June, 2011. This will come in front of the Village Board again in June 2012.

Due to the ministerial nature of this Ordinance and its legal requirement to be passed, this item is being forwarded directly to the Village Board without committee review.

ALTERNATIVES:

- Approve the Ordinance
- Deny the Ordinance
- Discretion of the Board

RECOMMENDATION:

Staff recommends approval of the Ordinance Ascertaining the Prevailing Rate of Wages.

BUDGET IMPACT:

There is no budget impact.

ACTION REQUIRED:

Pass the Ordinance Ascertaining the Prevailing Rate of Wages.

ORDINANCE NO. _____

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE
ASCERTAINING THE PREVAILING RATE OF WAGES
FOR LABORERS, MECHANICS AND OTHER WORKERS
EMPLOYED IN PUBLIC WORKS
FOR THE VILLAGE OF BENSENVILLE**

WHEREAS, the Village of Bensenville (hereinafter 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, the State of Illinois has enacted “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works” (hereinafter “the Act”), approved June 26, 1941, as amended, 820 ILCS 130/1 *et seq.*, as amended by Public Acts 86-799 and 86-693; and

WHEREAS, the aforesaid Act requires the Village of Bensenville to investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality of said Village of Bensenville employed in performing construction of public works, for said Village of Bensenville; and

WHEREAS, the Village of Bensenville is located in both Cook and DuPage Counties; therefore, the prevailing rate of wages to be paid in the locality of said Village of Bensenville shall be as determined by the locality of the work performed.

NOW, THEREFORE, BE IT ORDAINED by the 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: That it is necessary and desirable that Village adopt the prevailing wages for workers for the purposes set forth herein.

SECTION THREE: To the extent and as required by "An Act regulating wages of laborers, mechanics and other workers employed in any public works by State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of the Village of Bensenville is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Cook County and DuPage County areas (the prevailing rate to be applied is determined by the locality of the work performed) as determined by the Department of Labor of the State of Illinois as of June of 2011. A copy of that determination for Cook and DuPage Counties is attached hereto and incorporated herein by reference as Exhibit "A". As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June 2011 determination and apply to any and all public works construction undertaken by the Village of Bensenville. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

SECTION FOUR: Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of the Village of Bensenville to the extent required by the aforesaid Act.

SECTION FIVE: The Acting Village Clerk of the Village of Bensenville shall publicly post or keep available for inspection by any interested party in the main office of the Village of Bensenville the determination or any revisions of such prevailing rate of wages. A

copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

SECTION SIX: The Acting Village Clerk of the Village of Bensenville shall mail a copy of this determination to any employer, and to any person or association of employers who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION SEVEN: The Acting Village Clerk of the Village of Bensenville shall promptly file a certified copy of this Ordinance with the Secretary of State Index Division.

SECTION SEVEN: The Acting Village Clerk of the Village of Bensenville shall cause to be published in a newspaper of general circulation within the area a notice that this Ordinance has been adopted and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

SECTION EIGHT: This Ordinance shall be in full force and effect upon its passage and approval as required by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, this 21st day of February 2010 *nunc pro tunc* June 21, 2011.

APPROVED:

Frank Soto, Village President

ATTEST:

Corey Williamsen, Acting Village Clerk

AYES: _____

NAYES: _____

ABSENT: _____

Cook County Prevailing Wage for June 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	10.63	8.570	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.620
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	9.850	10.06	0.000	0.220
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRIC PWR GRNDMAN		ALL		31.860	46.430	1.5	1.5	2.0	8.010	10.13	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
GLAZIER		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD		43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000	0.620
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000	0.300
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	10.63	8.570	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER	BLD 1	45.100		49.100	2.0		2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 2	43.800		49.100	2.0		2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 3	41.250		49.100	2.0		2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 4	39.500		49.100	2.0		2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 5	48.850		49.100	2.0		2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 6	46.100		49.100	2.0		2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 7	48.100		49.100	2.0		2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 1	51.300		51.300	1.5		1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 2	49.800		51.300	1.5		1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 3	44.350		51.300	1.5		1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 4	36.850		51.300	1.5		1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 1	43.300		47.300	1.5		1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 2	42.750		47.300	1.5		1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 3	40.700		47.300	1.5		1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 4	39.300		47.300	1.5		1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 5	38.100		47.300	1.5		1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 6	46.300		47.300	1.5		1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 7	44.300		47.300	1.5		1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER		ALL		40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER		BLD		39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER		BLD		44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER		BLD		40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER		BLD		28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	8.500	8.050	0.000	0.450

STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.430
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)
 OSA (Overtime is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

Explanations

COOK COUNTY

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.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

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.

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 ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

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; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; 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; 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; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; 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; Bobcats (up to and including $\frac{3}{4}$ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including $\frac{3}{4}$ cu. yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

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; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; 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; Hydraulic Backhoes; Backhoes with shear attachments; 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; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; 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; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; 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; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheep's Foot, Disc, 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.; Fireman on Boilers; 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); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

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.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

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 Carts and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Carts and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers 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 Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

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.

Du Page County Prevailing Wage for June 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	10.63	8.570	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.620
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		38.000	40.000	2.0	1.5	2.0	8.700	14.95	0.000	0.380
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	7.650	13.98	0.400	0.490
ELECTRIC PWR EQMT OP		ALL		34.240	45.510	1.5	1.5	2.0	5.000	10.62	0.000	0.260
ELECTRIC PWR GRNDMAN		ALL		26.480	45.510	1.5	1.5	2.0	5.000	8.200	0.000	0.200
ELECTRIC PWR LINEMAN		ALL		41.000	45.510	1.5	1.5	2.0	5.000	12.71	0.000	0.310
ELECTRIC PWR TRK DRV		ALL		27.420	45.510	1.5	1.5	2.0	5.000	8.500	0.000	0.210
ELECTRICIAN		BLD		36.200	39.820	1.5	1.5	2.0	9.250	16.27	4.380	0.680
ELEVATOR CONSTRUCTOR		BLD		47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR	NE	ALL		32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
FENCE ERECTOR	W	ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
GLAZIER		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD		43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000	0.620
IRON WORKER	E	ALL		40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000	0.300
IRON WORKER	W	ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	10.63	8.570	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	10.63	8.570	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER E		ALL		40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
ORNAMNTL IRON WORKER W		ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
PAINTER		ALL		40.180	42.180	1.5	1.5	1.5	8.950	8.200	0.000	1.250
PAINTER SIGNS		BLD		32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		40.250	42.250	1.5	1.5	2.0	10.15	13.49	0.000	1.360
PLASTERER		BLD		39.360	41.720	1.5	1.5	2.0	8.800	12.12	0.000	0.510
PLUMBER		BLD		40.250	42.250	1.5	1.5	2.0	10.15	13.49	0.000	1.360
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER		BLD		41.660	43.660	1.5	1.5	2.0	8.810	10.66	0.000	0.780
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	8.500	8.050	0.000	0.450
STEEL ERECTOR	E	ALL		40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300

STEEL ERECTOR	W	ALL	43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
STONE MASON		BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER		BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.430
TERRAZZO MASON		BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON		BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR		HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER		ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER		BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)
 OSA (Overtime is required for every hour worked on Saturday)
 OSH (Overtime is required for every hour worked on Sunday and Holidays)
 H/W (Health & Welfare Insurance)
 Pensn (Pension)
 Vac (Vacation)
 Trng (Training)

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

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 - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

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; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; 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; 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; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; 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; Bobcats (up to and including $\frac{3}{4}$ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including $\frac{3}{4}$ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

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; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; 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; Hydraulic Backhoes; Backhoes with shear attachments; 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; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; 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; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; 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; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, 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.; Fireman on Boilers; 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); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

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 Carts and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Carts and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers 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 Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

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.