



# 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 Clerk

Susan Janowiak

### Village Manager

Michael Cassidy

## Village of Bensenville, Illinois

### BOARD OF TRUSTEES

### MEETING AGENDA

**6:30 P.M. Tuesday, August 28, 2012**

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

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES  
August 7, 2012 Board of Trustees
- VI. WARRANT – August 14, 2012 #12/15 \$2,444,224.65
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
  1. *Resolution Authorizing the Execution of an Engineering Services Agreement with Trotter and Associates, Inc. for the County Line Road Watermain Replacement Project in the Amount \$35,031.*
  2. *Resolution Authorizing the Execution of a Construction Contract for the County Line Road Watermain Replacement Project with Vian Construction Company, Inc. of Elk Grove Village, IL in the Amount of \$296,218.60*
  3. *Resolution Authorizing the Execution of a Contract to Onxy Sealcoating, Inc. for Parking Lot Sealcoating Services in the Amount of \$17,370.40*
  4. *Resolution Authorizing the Execution of a Design Engineering Services Contract for the Village of Bensenville WWTP Upgrade Project with Strand Associates, Inc., in the Amount of \$1,400,000*
  5. *Ordinance Amending and Restating in Their Entirety, Title 9, Chapters 12,13, and 14 of the Bensenville Village Code (Adoption of Revised DuPage County Stormwater Management Ordinance)*

6. *Ordinance Approving the Grant of a Conditional Use Permit to Allow an Indoor Athletic Facility at 764 West Foster Avenue, Bensenville, Illinois, Crossfit 1013*
7. *Ordinance Granting Certain Variances to Allow for Construction of a Parking Pad and Fence in the Actual Corner Side Yard at 349 Walnut Street, Bensenville, Illinois, James Baker*
8. *Ordinance Approving the Grant of a Conditional Use Permit and Associated Variances to Allow Motor Vehicle Repair (Minor) at 480-500 West Irving Park Road, Bensenville, Illinois, C&M Truck and Auto Repair*
9. *Ordinance Granting Approval of a Variance to Allowed Driveway Width to Allow Construction of a Twenty-Nine Foot Wide Driveway at the Property Commonly Identified as 1002 W. Brookwood, Bensenville, Illinois, Joyce Fankum*
10. *Ordinance Approving the Grant of a Conditional Use Permit to Allow "Schools and Educational Institutions - Public" at 6 South Addison Street, Bensenville, Illinois, NDSEC*

**VIII. REPORTS OF STANDING COMMITTEES**

- A. Community and Economic Development Committee – No Report
- B. Infrastructure and Environment Committee – No Report
- C. Administration, Finance and Legislation Committee – No Report
- D. Public Safety Committee – No Report
- E. Recreation and Community Building Committee – No Report
- F. Technology Committee – No Report

**IX. REPORTS OF VILLAGE OFFICERS:**

- A. PRESIDENT'S REMARKS
- B. VILLAGE MANAGER'S REPORT
- C. VILLAGE ATTORNEY'S REPORT: Consider a Resolution authoring the Village Manager to Retain Services of Real Estate Representatives for Property Acquisition.

**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

**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**

**August 7, 2012**

**CALL TO ORDER:** 1. President Soto called the meeting to order at 6:33 p.m.

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

Bartlett, Jarecki, Peconio, Ridder, Wessler

Absent: O'Connell

A quorum was present.

**PUBLIC COMMENT:** There was no public comment.

**APPROVAL OF  
MINUTES:**

3. The July 24, 2012 Village Board Meeting minutes were presented.

Motion: Trustee Ridder made a motion to approve the minutes as presented. Trustee Jarecki seconded the motion.

All were in favor. Motion carried.

**WARRANT NO.  
12/14:**

4. President Soto presented **Warrant No. 12/14** in the amount of \$727,494.77.

Motion: Trustee Ridder made a motion to approve the warrant as presented. Trustee Wessler seconded the motion.

**ROLL CALL:** AYES: Bartlett, Jarecki, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.



Minutes of the Village Board Meeting  
August 7, 2012 Page 2

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

Motion: Trustee Jarecki made a motion to remove item number three from the Consent Agenda and place it on Standing Committee. Trustee Bartlett seconded the motion.

**ROLL CALL:** AYES: Bartlett, Jarecki, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

**Resolution No.  
R-76-2012:**

**Resolution Authorizing United Water to Complete the WWTP Digester Cleaning Project in the Amount not to Exceed \$30,000. (Consent Agenda)**

**Resolution No.  
R-77-2012:**

**Resolution Authorizing the Execution of a Contract to Superior Road Striping, Inc. for Pavement Striping Services in the Amount of \$32,358.65. (Consent Agenda)**

**Ordinance No.  
38-2012:**

**Ordinance Granting a Planned Unit Development to Allow for a Pole Sign at 125 W. Grand Avenue, Grand Subaru. (Consent Agenda)**

Motion: Trustee Ridder made a motion to approve the Consent Agenda as presented. Trustee Bartlett seconded the motion.

**ROLL CALL:** AYES: Bartlett, Jarecki, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

**Ordinance No.**

\_\_\_\_\_:

6. President Soto gave the summarization of the action contemplated in **Ordinance No. \_\_\_\_\_** entitled **An Ordinance Granting Certain Variances to Allow for Construction of a Parking Pad at 349 South Walnut Avenue, James & Aretta Barker:**

**A. Variance to Allow a Parking Pad in an Actual Corner Side Yard.**

**B. Variance to Allow a Fence in the Actual Corner Side Yard.**

**C. Variance to Allow a Larger parking Pad Size of 20 x 20.**

Motion:

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

Motion:

Trustee Jarecki made a motion to table this item and send it back to Committee for further discussion. Trustee Wessler seconded the motion.

**ROLL CALL:**

AYES: Bartlett, Jarecki, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

**Resolution No**

\_\_\_\_\_:

7. President Soto gave the summarization of the action contemplated in **Resolution No. \_\_\_\_\_** entitled **Resolution Authorizing a Technical Correction to Resolution R-85-91 Relating to Participation by Elected Officials in the Illinois Municipal Retirement Fund.**

Motion:

Trustee Jarecki made a motion to table this item and send it back to Committee for further discussion. Trustee Wessler seconded the motion.

**ROLL CALL:**

AYES: Bartlett, Jarecki, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

**PRESIDENTIAL  
REMARKS:**

Motion: Trustee Ridder made a motion to appoint Christina LePage as the Community Representative to the Bensenville Community Your Services Coalition. Trustee Jarecki seconded the motion.

**ROLL CALL:** AYES: Bartlett, Jarecki, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

President Soto stated he would like to have a discussion during the next Administration, Finance and Legislation Committee in regards to re-naming the baseball field at Redmond Park and discuss moving the Memorial location to Redmond.

Motion: Trustee Ridder made a motion to have the discussion placed on the next Administration, Finance and Legislation Committee and directed Staff to begin planning the moving of the Memorial to Redmond Park. Trustee Wessler seconded the motion.

**ROLL CALL:** AYES: Bartlett, Jarecki, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

President Soto thanked all the participants who helped with the Kaboom project over the weekend.

Trustee Wessler thanked Village Manager, Michael Cassady, for his help and dedication in the Kaboom project and his overall commitment to Bensenville.

**MANAGERS  
REPORT:**

Village Manager, Michael Cassady thanked Assistant Police Chief, John Lusto, Village Crime Prevention Coordinator, Joel Vargas, The Bensenville Fire Protection District, and Director of Special Events, Gary Thorson and their teams for a successful One Night Out Event.

**UNFINISHED  
BUSINESS:**

There was no unfinished business.

**NEW BUSINESS:**

Trustee Ridder announced the Bensenville Fire Protection District will be holding a free Senior safety seminar at White Pine Golf Course on August 28, 2012 from 10:30 a.m. to 2:30 p.m. The event will be limited to 200 participants. Additional information is available on the Village's website and at Village Hall or by calling Liz Del Valle at 312-735-6054.

Trustee Wessler shared information regarding a petition he received from Residents in regards to a street light pole in their area. Trustee Wessler submitted the petition to Village Manager, Michael Cassady and asked for Staff's recommendation at a later time.

Trustee Wessler shared an article he read in regards to transparencies within the Village of Lombard and suggested the Village of Bensenville follow suite.

**EXECUTIVE  
SESSION:**

Village Attorney, Mary Dickson, 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. Action will take place as a result of the discussions.

**Motion:**

Trustee Wessler made a motion to recess the meeting and go into executive session. Trustee Peconio seconded the motion.

All were in favor. Motion carried.

President Soto recessed the meeting at 7:11 p.m.

President Soto called the meeting to order at 7:33 p.m.

**ROLL CALL:**

Upon roll call by Village Clerk, Susan Janowiak, the following Board Members were present:

Bartlett, Jarecki, Peconio, Ridder, Wessler

Absent: O'Connell

A quorum was present.

**Resolution No  
R-78-2012:**

Trustee Wessler gave the summarization of the action contemplated in **Resolution No. R-78-2012** entitled **A Resolution Authorizing the Settlement of Various Workers Compensation Claims.**

Motion: Trustee Wessler made a motion to approve the resolution as presented. Trustee Ridder seconded the motion.

**ROLL CALL:** AYES: Bartlett, Jarecki, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

**ADJOURNMENT:** Trustee Bartlett made a motion to adjourn the meeting and go into executive session. Trustee Wessler seconded the motion.

All were in favor. Motion carried.

President Soto adjourned the meeting at 7:35 p.m.

Susan Janowiak  
Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_ day, August, 2012

**TYPE:** Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 08/22/2012

**DESCRIPTION:** Resolution authorizing the execution of an engineering services agreement with Trotter and Associates, Inc. for the County Line Road Water Main Replacement Project in the amount of \$35,031.

**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:** 08/21/2012

**BACKGROUND:** The County Line Road Water Main Replacement Project is an emergency project which is a result of frequent breaks caused by deteriorating ductile iron pipe, rot holes, and cracks. This project is located between Jefferson Street and Green Street. Design engineering was performed by Primera Engineers (approved by the Village Board as an emergency contract on April 24, 2012). The project was advertised for construction on August 1, 2012 with a bid opening on August 10, 2012. The engineer's estimate for this project is approximately \$391,624.41.

A Request for Proposal (RFP) was issued to four firms on our resident engineering short list for the County Line Road Watermain Replacement Project.

**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, Trotter and Associates, Inc. (TAI) was considered the Most Qualified Firm (MQF).

Firm	Total	Average
Ardmore Associates, Inc.	4531.25	755.2
Baxter & Woodman (B&W)	4612.50	768.8
Bollinger, Lach & Associates, Inc. (BLA)	4718.75	786.5
Trotter & Associates, Inc. (TAI)	4943.75	824.0

TAI brings forth a very experienced project team that has performed water main installation projects in the past. The proposed assignment scope includes on-site inspections, construction layout, construction documentation, and preparation of record drawings.

TAI's original proposed work effort and fee total was in the amount of \$44,210. After successful negotiations, TAI reduced its proposed work effort and fee totals to \$35,031, resulting in savings of \$9,179. This not-to-exceed fee equates to 8.9% 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 recommends approval of the service agreement. The I&E Committee unanimously recommended approval of this agreement (vote 7-0) at their August 21, 2012 meeting.

**BUDGET IMPACT:** Total Contract of \$35,031. Engineering for this project is not included in the FY2012 budget. However, we feel we have sufficient funds available in the water capital fund to cover the construction engineering costs for this project. Acct # 51080860 596000

**ACTION REQUIRED:** Approval to award a resident engineering services contract for the County Line Road Watermain Replacement Project with Trotter and Associates, Inc. in the amount of \$35,031.

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF AN ENGINEERING SERVICES  
AGREEMENT WITH TROTTER AND ASSOCIATES, INC. FOR THE COUNTY  
LINE ROAD WATER MAIN REPLACEMENT PROJECT  
IN THE AMOUNT OF \$35,031**

WHEREAS the Village of Bensenville has identified County Line Road as an area in need of water distribution infrastructure improvements, and

WHEREAS the Village of Bensenville has made a significant commitment to upgrade its water distribution infrastructure, and

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

WHEREAS Trotter and Associates, Inc of St. Charles, 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 this project, 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 Trotter and Associates, Inc of St. Charles, IL for an engineering services agreement for the County Line Road Water Main Replacement Project in an amount of \$35,031.

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

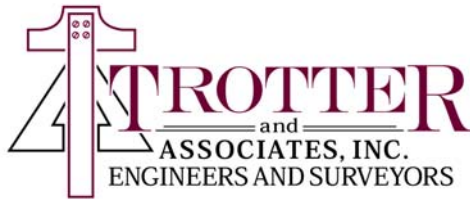
ATTEST:

\_\_\_\_\_  
Susan Janowiak, Village Clerk

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

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

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



August 8, 2012

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

Re: County Line Road Emergency Watermain Replacement  
(Jefferson Street to Green Street) Resident Engineering/ Construction Staking and Record Drawings  
Professional Services Agreement

Dear Mr. Caracci:

We sincerely appreciate this opportunity to offer our services. Enclosed for your review is the engineering services agreement for the referenced project. Please contact us if there are any questions or changes to the listed scope of services. If you would like to proceed with the contract, please sign and return one copy of the agreement.

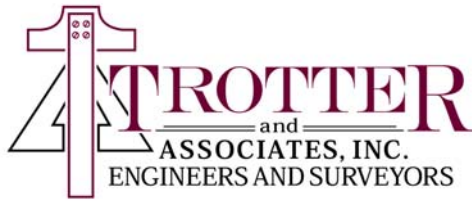
Sincerely,

TROTTER & ASSOCIATES, INC.

Mark D. Bushnell, P.E.  
Senior Project Manager



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August 8, 2012

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

**Re:** County Line Road Emergency Watermain Replacement  
(Jefferson Street to Green Street) Resident Engineering  
Professional Services Letter Agreement and Exhibits

Dear Mr. Caracci,

Trotter and Associates, Inc. (ENGINEER) is pleased to provide professional services to Village of Bensenville (CLIENT) for the County Line Road Emergency Watermain Replacement Resident Engineering (hereinafter referred to as the "PROJECT").

#### **Project Background and Understanding**

The proposed improvements are located on County Line Road between Green and Jefferson Street. The right of way straddles the DuPage/Cook County line but the roadway is under the jurisdiction of Cook County. The purpose of the proposed improvement is to replace the existing ten-inch watermain with twelve-inch PVC watermain. The existing ten-inch watermain is approximately 30-40 years old and is subject to corrosion resulting in numerous breaks. Repairs are needed to improve the service and reliability, while eliminating costs associated with watermain repairs and loss of Lake Michigan water. The project is located within a heavy industrial area with railroad facilities located to the immediate north.

The Village of Bensenville is seeking a professional firm to complete Resident Engineering services, including but not limited to, construction layout, management, observation, inspection and construction schedule monitoring.

The role of the selected consultant will be to ensure the following; timely completion of the project, quality in the constructed project, accurate measurement of field constructed quantities, accurate documentation within quantity books, preparation of progress payouts and change orders, preparation of record drawings, and construction staking in accordance with the approved final engineering plans.

## Project Schedule

The following project schedule is an estimate prepared by TAI and is not a guarantee of work to be performed by the contractor.

Milestone	Projected Completion Date
<b>Bid Opening</b>	<b>8/10/2012</b>
<b>Preconstruction Meeting</b>	<b>9/5/2012</b>
<b>Notice to Proceed</b>	<b>9/7/12</b>
<b>Start of Construction JULIE/ Sawcutting and Potholing Utilities Construction Staking Starts</b>	<b>9/13/2012</b>
<b>Start of Underground Construction</b>	<b>9/17/2012</b>
<b>Completion of mainline watermain</b>	<b>10/3/2012</b>
<b>Testing and Connection of Services</b>	<b>10/10/2012</b>
<b>Restoration</b>	<b>10/17/2012</b>
<b>Punchlist Completion</b>	<b>10/24/2012</b>
<b>Record Drawings and Project Closeout</b>	<b>11/15/2012</b>

## Scope of Services

The following is a list of services to be provided by Trotter and Associates Inc. The following is an outline of the previously discussed tasks found within the Project Approach.

Trotter and Associates Inc. will be responsible for completing the following tasks during the project;

### Construction Engineering Services:

- 1 During the Construction Phase, Engineer shall:
  - 1.1 Attend a preconstruction conference. Compile and distribute meeting minutes.
  - 1.2 The Resident Engineer and Project Manager will attend a pre-construction meeting.
  - 1.3 Field meetings will be attended by the Resident Engineer and meeting minutes will be produced.
  - 1.4 Collect local business information including Contact Name, Number and email. TAI will compile this information and provide it to the Village.

- 1.5 Based on an approved Construction Schedule and Phasing Plan and with the assistance of the Village, TAI will prepare watermain shut off maps. These will include locations of construction and valve shut downs as well as the limits of area affected by the shutdown.
- 1.6 Provide Full Time Resident Engineering during underground constructing, testing and paving operations. Construction Observation to observe construction operations. During sawcutting, restoration and other ancillary tasks Resident Engineering will be limited to part time or 4 hours per day. Should additional time be requested by the owner it shall be considered out of scope and reimbursed on a time and material basis in accordance with the attached schedule of hourly rates.
- 1.7 The purpose of Engineer's representation as the Resident Engineer (and assistants, if any) at the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide the Owner a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s); for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing the work. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to finish and perform their work in accordance with the Contractor Documents.
- 1.8 Provide daily updates to the Village on the progress of the contractor.
- 1.9 Complete daily walkthroughs of the construction limits for the next day to predict and identify potential construction conflicts.
- 1.10 Complete field measurements of installed improvements and document utility crossings and items not included on the Final Engineering Plans.
- 1.11 Review up to three pay requests and recommend approval to the Owner.
- 1.12 Complete two punchlist inspections. Provide the Owner and Contractor with written findings of these inspections. Should additional time be requested by the owner it shall be considered out of scope and reimbursed on a time and material basis in accordance with the attached schedule of hourly rates.

### **Construction Staking Services**

- 2 During the Construction Staking Phase, Engineer shall:
  - 2.1 Provide horizontal and vertical control for the improvements to enable the contractor to complete the improvements in accordance with the final plans. In total Trotter and Associates Inc. estimates a total of 50 points.
    - 2.1.1 Centerline and two offsets at each valve, vault or box
    - 2.1.2 Centerline and two offsets at each hydrant
    - 2.1.3 Centerline at each water shut off
    - 2.1.4 Centerline at deflection points, plugs, tees and centerline of watermain at key points
  - 2.2 The Design Engineer will be responsible for providing AutoCadd compatible files as well as all survey control and monumentation records.

### **Record Drawing Services**

- 3 During the Record Drawing Phase, Engineer shall:
  - 3.1 Prepare Record Drawings for the completed Project, based on field survey by the ENGINEER and field notes and other information furnished by Contractor(s), as required by the reviewing agencies.
  - 3.2 Provide electronic and hard copy versions of all documentation generated during the project.

Changes to the scope of services outlined in this agreement shall be authorized through execution of an Exhibit D - Contract Addendum.

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## Compensation

### ***For Basic Services Having A Determined Scope -- Standard Hourly Rates Method of Payment Not To Exceed***

An amount equal to the cumulative hours charged to the Project by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and ENGINEER's Consultant's charges, if any.

ENGINEER's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit B.

The total compensation for services will not exceed \$ ~~44,240~~ \$35,031 based on the following distribution of compensation:

Construction Engineering Phase	\$	<del>36,260</del>	\$29,128
Construction Layout Phase	\$	<del>4,510</del>	\$ 3,438
Record Drawing Phase	\$	<del>3,350</del>	\$ 2,465

***TAI has revised our proposal, reducing costs to the Village. These modifications are the result of reducing the manhours of our key personnel such as Project Manager/ Inspector and Construction Staking Crews. These changes are based on the selected contractor's aggressive schedule and anticipated completion of the project within one month.***

ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by CLIENT. The total estimated compensation for ENGINEER's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses and ENGINEER's Consultant's charges. The amounts billed for ENGINEER's services will be based on the cumulative hours charged to the PROJECT during the billing period by each class of ENGINEER's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and ENGINEER's Consultant's charges. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of January 1<sup>st</sup> to reflect equitable changes in the compensation payable to ENGINEER.

Steve Cieslica P.E. is billed at \$150.00/ hr which includes mileage, copying, vehicle use, phone/computer use and all equipment.

Our IDOT Multiplier Rate is 2.67 but does not include reimburseable expenses outlined on the attached exhibit.

### **Miscellaneous**

This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written representations. This agreement may not be changed, modified, or amended except in writing signed by both parties. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

ENGINEER may have portions of the Services performed by its affiliated entities or their employees, in which event ENGINEER shall be responsible for such services and CLIENT shall look solely to ENGINEER as if ENGINEER performed the Services. In no case shall CLIENT'S approval of any subcontract relieve ENGINEER of any of its obligations under this Agreement.

In the event CLIENT uses a purchase order form or other CLIENT developed document to administer this Agreement, the use of such documents shall be for the CLIENT's convenience only, and any provisions, terms or conditions within the CLIENT developed document shall be deemed stricken, null and void. Any provisions, terms or conditions which the CLIENT would like to reserve shall be added to Exhibit C – Supplemental Conditions and agreed to by both parties.

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**Contents of Agreement**

This Letter Agreement and the Exhibits attached hereto and incorporated herein, represent the entire understanding with respect to the Project and may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CLIENT:

Trotter and Associates, Inc.:

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

By: Mark D. Bushnell, P.E.

Title: \_\_\_\_\_

Title: Senior Project Manager

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

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

Address for giving notices:

Address for giving notices:

40W201 Wasco Road, Suite D

St. Charles, IL 60175

Designated Representative

Designated Representative

Colin F. Shulick

Title: \_\_\_\_\_

Title: Vice- President

Phone Number: \_\_\_\_\_

Phone Number: 630-587-0470

Facsimile Number: \_\_\_\_\_

Facsimile Number: 630-587-0475

E-Mail Address: \_\_\_\_\_

E-Mail Address: c.shulick@taiengr.com

**ATTACHMENTS:**

EXHIBIT A – STANDARD TERMS AND CONDITIONS

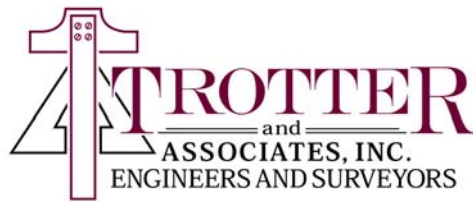
EXHIBIT B – SCHEDULE OF HOURLY RATES AND REIMBURSIBLE EXPENSES

EXHIBIT C – SUPPLEMENTAL GENERAL CONDITIONS

EXHIBIT D – CONTRACT ADDENDUM



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CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_

## EXHIBIT A STANDARD TERMS AND CONDITIONS

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### ARTICLE 1 - SERVICES OF ENGINEER

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#### 1.01 Scope

- A. ENGINEER shall provide the Professional Services set forth herein and in the Letter Agreement.
- B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Services.

### ARTICLE 2 - CLIENT'S RESPONSIBILITIES

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#### 2.01 General

- A. Provide ENGINEER with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications; and furnish copies of CLIENT's standard forms, conditions, and related documents for ENGINEER to include in the Bidding Documents, when applicable.
- B. Furnish to ENGINEER any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following ENGINEER's assessment of initially-available Project information and data and upon ENGINEER's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable ENGINEER to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.
  - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
  6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.
- E. Authorize ENGINEER to provide Additional Services as set forth in Exhibit D - Addendum of the Agreement as required.
- F. Arrange for safe access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CLIENT deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by ENGINEER and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or ENGINEER reasonably requests.
  3. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
  4. Placement and payment for advertisement for Bids in appropriate publications.
- J. Advise ENGINEER of the identity and scope of services of any independent consultants employed by CLIENT to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. Furnish to ENGINEER data as to CLIENT's anticipated costs for services to be provided by others for CLIENT so that ENGINEER may make the necessary calculations to develop and periodically adjust ENGINEER's opinion of Total Project Costs.
- L. If CLIENT designates a construction manager or an individual or entity other than, or in addition to, ENGINEER to represent CLIENT at the Site, the duties, responsibilities, and limitations of authority of such other party shall be disclosed to the ENGINEER and coordinated in relation to the duties, responsibilities, and authority of ENGINEER.
- M. If more than one prime contract is to be awarded for the Work designed or specified by ENGINEER, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of ENGINEER is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of CLIENT, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- P. Provide inspection or monitoring services by an individual or entity other than ENGINEER (and disclose the identity of such individual or entity to ENGINEER) as CLIENT determines necessary to verify:
1. That Contractor is complying with any Laws and Regulations applicable to Contractor's performing and furnishing the Work.
  2. That Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.
- Q. Provide ENGINEER with the findings and reports generated by the entities providing services pursuant to paragraphs 2.01.O and P.

## ARTICLE 3 - TIMES FOR RENDERING SERVICES

### 3.01 General

- A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
- B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates

and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

- C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

### 3.02 Suspension

- A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement.
- B. If ENGINEER's services are delayed or suspended in whole or in part by CLIENT, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

## ARTICLE 4 - PAYMENTS TO ENGINEER

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### 4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

- A. *For Basic Services.* CLIENT shall pay ENGINEER for Basic Services performed or furnished under as outlined in the Letter Agreement
- B. *For Additional Services.* CLIENT shall pay ENGINEER for Additional Services performed or furnished as outlined in Exhibit D.
- C. *For Reimbursable Expenses.* CLIENT shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit B.

### 4.02 Other Provisions Concerning Payments

- A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT by ENGINEER, unless otherwise agreed.
- B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If CLIENT fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

- C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

### D. Payments Upon Termination.

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice CLIENT and will be paid in accordance with Exhibit B for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
  2. In the event of termination by CLIENT for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B.
- E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon CLIENT's timely request, copies of such records will be made available to CLIENT at cost.
- F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by CLIENT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

## ARTICLE 5 - OPINIONS OF COST

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### 5.01 Opinions of Probable Construction Cost

- A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

### 5.02 Designing to Construction Cost Limit

- A. If a Construction Cost limit is established between CLIENT and ENGINEER, such Construction Cost limit and a

statement of ENGINEER's rights and responsibilities with respect thereto will be specifically set forth in Exhibit C - Supplemental General Conditions.

### 5.03 Opinions of Total Project Costs

- A. ENGINEER assumes no responsibility for the accuracy of opinions of Total Project Costs.

## ARTICLE 6 - GENERAL CONSIDERATIONS

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### 6.01 Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
- B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.
- C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as CLIENT's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.
- D. ENGINEER and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.
- E. CLIENT shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.
- F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.
- G. Prior to the commencement of the Construction Phase, CLIENT shall notify ENGINEER of any other notice or certification that ENGINEER will be requested to provide to CLIENT or third parties in connection with the Project. CLIENT and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and

CLIENT shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

- H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. CLIENT agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.
- I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by CLIENT without consultation and advice of ENGINEER.
- L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition) unless both parties mutually agree to use other General Conditions.

### 6.02 Authorized Project Representatives

- A. Contemporaneous with the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER's and CLIENT's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

### 6.03 Design without Construction Phase Services

- A. Should CLIENT provide Construction Phase services with either CLIENT's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in the Letter Agreement.
- B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or

any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

#### 6.04 Use of Documents

- A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- B. Copies of CLIENT-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.
- E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.
- F. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates as defined in Exhibit B.

#### 6.05 Insurance

- A. ENGINEER shall procure and maintain insurance as set forth below:
  - 1. Workers Compensation & Employer's Liability
    - a. Each Occurrence: \$1,000,000
  - 2. General Liability
    - a. Each Occurrence: \$1,000,000
    - b. General Aggregate: \$2,000,000
  - 3. Excess or Umbrella Liability
    - a. Each Occurrence: \$5,000,000
    - b. General Aggregate: \$5,000,000
  - 4. Automobile Liability
    - a. Combined Single Limit (Bodily Injury and Property Damage):  
Each Accident \$1,000,000
  - 5. Professional Liability
    - a. Each Occurrence: \$2,000,000
    - b. General Aggregate: \$2,000,000
- B. CLIENT shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project.
- C. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project
- D. CLIENT and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage.
- E. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.
- F. At any time, CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective. If so requested by CLIENT, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.



#### 6.06 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
1. *For cause,*
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
    - b. By ENGINEER:
      - 1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.
      - 3) ENGINEER shall have no liability to CLIENT on account of such termination.
    - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. *For convenience,*
    - a. By CLIENT effective upon the receipt of notice by ENGINEER.
- B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 6.07 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

#### 6.08 Successors, Assigns, and Beneficiaries

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of

CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party. The CLIENT agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

#### 6.09 Dispute Resolution

- A. CLIENT and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.
- B. If and to the extent that CLIENT and ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit C, "Supplemental Conditions."

#### 6.10 Hazardous Environmental Condition

- A. CLIENT represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.
- B. CLIENT has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.
- C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify CLIENT and, to the extent of applicable Laws and Regulations, appropriate governmental officials.
- D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option

and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.
- F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

#### 6.11 Allocation of Risks

##### A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.
2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.
3. To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER, and all other negligent entities and individuals.
4. In addition to the indemnity provided under paragraph 6.11.A.2 of this Agreement, and to the fullest extent

permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 6.11.A.4. shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5. The indemnification provision of paragraph 6.11.A.1 is subject to and limited by the provisions agreed to by CLIENT and ENGINEER in Exhibit C, "Supplemental Conditions," if any.

#### 6.12 Notices

- A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

#### 6.13 Survival

- A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### 6.14 Severability

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 6.15 Waiver

- A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### 6.16 Headings

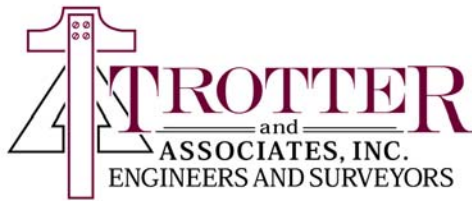
- A. The headings used in this Agreement are for general reference only and do not have special significance.

#### 6.16 Definitions

- A. Defined terms will be in accordance with EJCDC No. 1910-1 (1996 Edition)



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CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_

## EXHIBIT B SCHEDULE OF HOURLY RATES AND REIMBURSABLE EXPENSES

2012 Schedule of Hourly Rates		2012 Reimbursable Expenses		
Classification	Billing Rate	Record drawings, survey equipment/staking and mielage are included within contract cost. Only additional requested items will be subject to these fees.		
Principal	\$186.00	Item	Unit	Unit Price
Senior Project Manager	\$178.00	Engineering Copies 1- 249 Sq. Ft.	Sq. Ft.	\$0.29
Project Manager	\$160.00	Engineering Copies 250-999 Sq. Ft.	Sq. Ft.	\$0.27
Professional Land Surveyor	\$150.00	Engineering Copies 1000-3999 Sq. Ft.	Sq. Ft.	\$0.25
Project Coordinator	\$150.00	Engineering Copies 3999 Sq. Ft. & Up	Sq. Ft.	\$0.23
Senior Project Engineer	\$150.00	Mylar Engineering Copies up to 24" by 36"	Each	\$8.00
Engineer Level IV	\$140.00	Color Presentation Grade Large Format Print	Sq. Ft.	\$2.00
Engineer Level III	\$126.00	Comb Binding > 120 Sheets	Each	\$4.75
Engineer Level II	\$111.00	Comb Binding < 120 Sheets	Each	\$3.50
Engineer Level I	\$93.25	Binding Strips ( Engineering Plans)	Each	\$1.00
Engineering Intern	\$44.00	5 Mil Laminating	Each	\$1.25
Senior Technician	\$130.00	Copy 11" x 17" - Color	Each	\$0.50
Technician Level IV	\$114.25	Copy 11" x 17" - Black and White	Each	\$0.25
Technician Level III	\$103.75	Copy 8.5" x 11" - Color	Each	\$0.25
Technician Level II	\$93.25	Copy 8.5" x 11" - Black and White	Each	\$0.12
Technician Level I	\$84.00	Recorded Documents	Each	\$25.00
Clerical Level II	\$65.00	Plat Research	Time and Material	
Clerical Level I	\$52.50	Per Diem	Each Day	\$30.00
Survey Crew	\$115.00	Field / Survey Truck	Each Day	\$45.00
Survey Technician Level II	\$66.00	Postage and Freight	Cost	
Survey Technician Level I	\$53.50			
Sub Consultants	Cost Plus 5%			

*Note: On January 1<sup>st</sup> of each year, the fees and hourly rates may be escalated by an amount not to exceed five (5) percent.*

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CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_

**EXHIBIT C  
SUPPLEMENTAL CONDITIONS**

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CLIENT Initial \_\_\_\_\_

TAI Initial \_\_\_\_\_

**EXHIBIT D  
CONTRACT ADDENDUM**

Project Name: \_\_\_\_\_

Project No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

This is an addendum attached to, made part of and incorporated by reference into the Agreement between CLIENT and ENGINEER for modification of scope and compensation for the PROJECT. All other terms and conditions of the original Agreement between CLIENT and ENGINEER are unchanged by this Contract Addendum and shall remain in full force and effect and shall govern the obligations of both CLIENT and ENGINEER, including obligations created by this Contract Addendum.

The contract modifications are described below:

- 1.
- 2.
- 3.

CONTRACT SUMMARY

Original Contract Amount \$ \_\_\_\_\_

Changes Prior to This Change \$ \_\_\_\_\_

Amount of This Change \$ \_\_\_\_\_

Revised Contract Amount: \$ \_\_\_\_\_

For purposes of expediency, ENGINEER and CLIENT agree that an executed electronic version of this Contract Addendum shall suffice. The original of this Contract Addendum shall be returned to ENGINEER after execution.

CLIENT:

ENGINEER:

[ \_\_\_\_\_ ]

TROTTER AND ASSOCIATES, INC.

SIGNED:

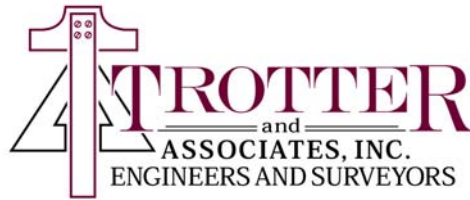
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\_\_\_\_\_

TITLE

TITLE

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August 9, 2012

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

**Re: Request for Proposals County Line Road Emergency Watermain Replacement  
Construction Engineering / Construction Staking and Record Drawings**

Mr. Caracci,

Thank you for providing Trotter and Associates with the opportunity to provide a statement of qualifications and proposal for the Village's County Line Road Emergency Watermain Replacement Project. During the preparation of this proposal, TAI spoken with Village staff, reviewed the Final Engineering Plans and Contract Documents as well as completed site visits and reviewed NRCS Soil data. By completing this leg work, TAI is able to gain an in depth project understanding and develop a project specific team and approach.

Based on the utility conflicts identified within the Final Engineering plans it is imperative to have a well versed Resident Engineer familiar with watermain construction and conflict resolution. Due to the age of the infrastructure and the proximity of the other utilities, it is likely that additional conflicts and field modifications will be required. Therefore, the Resident Engineer must be able to: identify the conflict, work with the owner, contractor and design engineer to develop a timely and cost effective alternative. Delays in construction can lead to additional costs, longer service interruptions and the displeasure of existing customers and motorists.

Trotter and Associates Inc. will assign Stephen Cieslica P.E. as the Resident Engineer and Project Manager. Mr. Cieslica has over twenty-years experience in construction and served as the Resident Engineer and Project Manager on large infrastructure and roadway projects. Mr. Cieslica will be able to address the issues without the need to routinely confer with a separate Project Manager. By serving as a dual role, TAI is able to provide expertise in the field while keeping our fees in line with industry standards. TAI has developed a project schedule and assigned the necessary manhours. TAI would like to also note that we do not charge for reimburseable expenses beyond large copy printing and shipping. All vehicle, equipment, mileage and survey expenses are incidental to our proposal.



Within the attached Proposal is a detailed Project Understanding/Approach/Scope, Project Schedule, TAI Project Team Information with resumes and examples of Similar Project Experience. Per your instructions, we have included a separate price proposal in a sealed envelope.

Also included within our proposal are TAI's references. I would encourage the Village to contact our references. They are the best testament to our team's commitment to quality and client satisfaction. Thank you for this opportunity and we look forward to hearing from you.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Mark Bushnell", with a long horizontal flourish extending to the right.

Mark Bushnell, P.E.  
Senior Project Engineer - Trotter and Associates, Inc.

# Trotter and Associates, Inc.

40W201 Wasco Road Suite D St. Charles, IL 60175



## ***Village of Bensenville***

## ***Proposal for Engineering Services***



## ***County Line Road***

## ***Watermain Improvements Construction Engineering***

***August 10, 2012***



ENCLOSED GLASS VESTIBULE  
FINISHED FLOOR ELEV - 848.07

FINISHE  
LOW CHORD



## PROPOSAL FOR THE COUNTY LINE ROAD WATERMAIN REPLACEMENT PROJECT

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## **INTRODUCTION**



## **Introduction to Trotter and Associates, Inc.**

Trotter and Associates, Inc. (TAI) is a full service civil engineering firm specializing in municipal infrastructure development and rehabilitation. TAI is structured to meet the growing needs of our clients. Our staff has the experience to resolve complex issues brought on by increased development, a changing regulatory environment and aging infrastructure. TAI provides planning, design and construction engineering services to municipal, institutional and other governmental agencies.

### **Services Provided**

- Water Engineering
- Wastewater Engineering
- Street and Parking Improvements
- Stormwater Management
- Wetland Mitigation
- Site Development
- Utility Mapping/ GIS Data Collection
- Municipal Buildings
- Subdivision Development Review
- Construction Engineering
- Construction Inspection
- Ordinance Review
- Land & Route Surveying
- Topographic & Construction Surveys
- Capital Improvements Planning
- Project Funding Administration

TAI's strategic plan emphasizes client retention through providing exceptional service. That commitment to service includes working closely with our clients and responding to their needs with timely, comprehensive solutions and empowering our clients with the information necessary to make difficult decisions.

Our professional staff includes engineers, surveyors and technicians. The team realizes the importance of developing strong client/consultant relationships and strives to earn each client's confidence, trust, and respect through exceptional service. Trotter and Associates, Inc. is a civil engineering firm that is making a difference through setting a higher standard.

**"Trotter and Associates, Inc. develops strong client/consultant relationships and strives to earn each client's trust, respect and loyalty through exceptional service."**

### **Mission**

*Trotter and Associates, Inc. will provide its clients with innovative, cost-effective solutions to a variety of civil engineering projects. TAI will set a higher standard for engineering services and we will meet those expectations. TAI will build upon our water and wastewater engineering expertise while expanding our capabilities to meet the needs of our clients.*



Established in 1999, Trotter and Associates is a Licensed Professional Design and Land Surveying Firm in the State of Illinois. TAI's offices were originally located downtown St. Charles. While at this location, TAI successfully expanded its engineering practice from the four founding members to eleven total employees, including engineers, technicians and surveyors.

In 2008, TAI completed construction of a 12,000 square foot office located at the intersection of Illinois Route 64 and Burlington Road. This key location provides easy access to a number of major routes, which enables the staff to provide our clients with outstanding service by being readily available with minimal travel time, generally under an hour.

TAI continued to expand its services and staff through the addition of Professional Land Surveying and Watershed Resource Engineering. As TAI's practice continued to grow, many of the firm's clients were communities within McHenry and Lake County. In 2010, these communities represented over 25% of the firm revenue.

The firm's 2011 business plan outlined the need to provide more services to existing clients as well as seek deeper market penetration in this geographic region. Therefore, TAI made the strategic decision to open an office in McHenry or Lake County.

To ensure the new office's success, TAI determined that it must be more than a marketing office. The new office needed to be immediately staffed with qualified professionals that could serve TAI's existing and future clients. In the early 2011, TAI began conversations with the owner of another consulting firm located in Ringwood, Illinois, which is in the center of the intended service area. TAI was able to persuade the owner and his staff to join TAI's team and become part of the northern office. TAI opened its second location in the fall of 2011 in Ringwood, Illinois. The new office's staff includes three Professional Engineers and a Professional Land Surveyor from the previous firm. TAI reassigned two TAI employees to this location to support this venture: TAI's Business Development Manager (who is a Professional Engineer as well) and a construction technician.



40W201 Wasco Rd. St. Charles, Illinois 60175  
Ph. 630.587.0470 Fax 630.587.0475

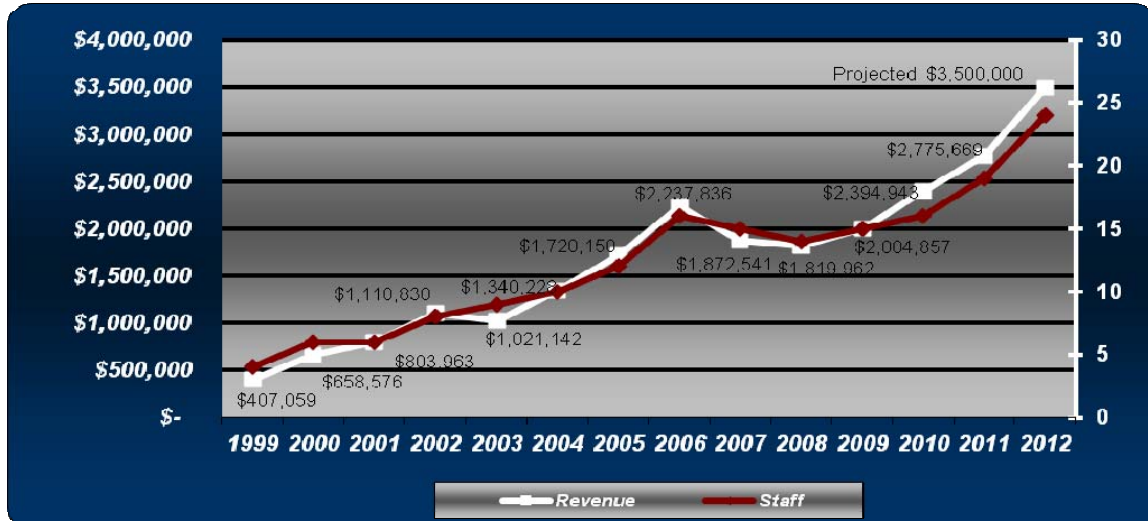


5415 Business Parkway, Ringwood, Illinois 60072  
Ph 815.728.0068 Fax 815.728.1008

Trotter and Associates, Inc. was founded by principals seeking to provide superior engineering services to communities throughout Illinois. That single focus has lead to the firm's success. Our client's recognize our commitment to their goals. In return TAI has developed strong working relationships with over a hundred different public and private clients. Within the last year, TAI has provided engineering and surveying services to over twenty five different communities and government agencies including cities, villages, schools, park districts, and sanitary districts. Development and maintenance of these long term relationships has been instrumental in attaining controlled and sustainable growth.

The firm's growth has been managed by developing a handpicked team of experienced professionals. The team members are attracted to TAI because they share the same commitment to quality and client satisfaction. Trotter and Associates, Inc. continually updates its strategic plan to anticipate the needs of our clients and provide the necessary resources to fulfill those needs.

Management of our backlog, staffing and financial assets has been one of the keys to our firm's success. Trotter and Associates, Inc. has successfully grown through building relationships with governmental clients throughout Northern Illinois. The chart below documents our firm's growth in staff as well as revenue (not including sub-consultant fees.) From 1999 to 2012, the firm has grown at an average pace of just under 18% per year. While municipal clients have pulled back from spending on capital improvement programs, TAI has been able to maintain its revenues by expanding its capabilities and the number of clients the firm serves.

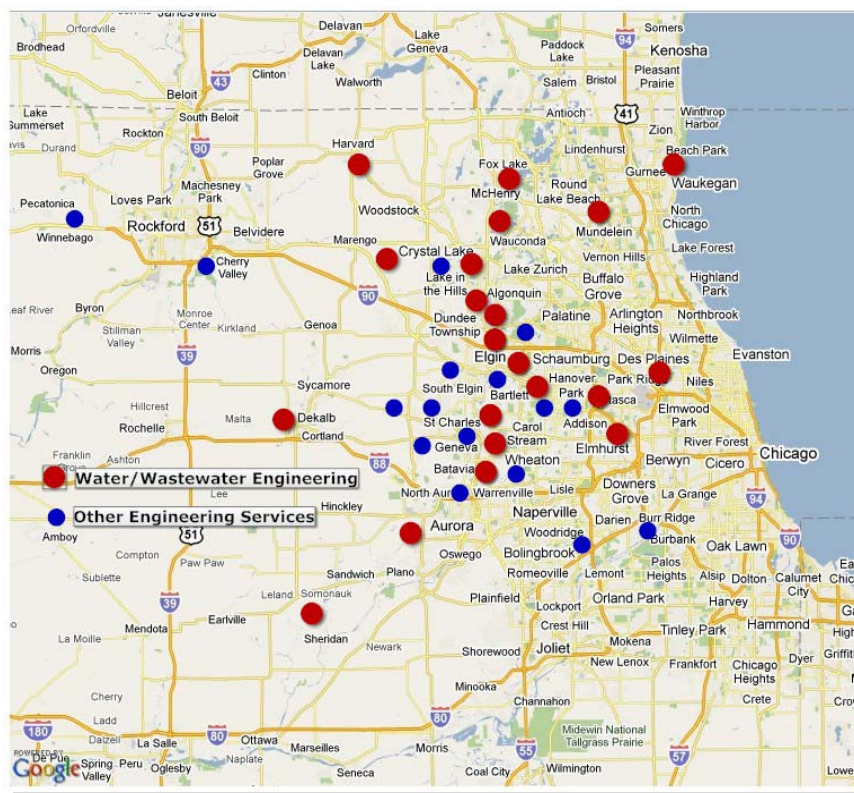


In these challenging times, Trotter and Associates, Inc. is one of the few firms that has been able to maintain its core group of engineers, technicians and surveyors. In fact through effective capital management, TAI was in a financial position to acquire Watershed Resource Consultants in 2009 adding expertise in wetlands, hydraulics and hydrology to the firm's resume. In 2011, TAI was able to open a second office in McHenry County. These strategic additions will allow TAI to provide complimentary services to our firm's water/wastewater expertise and strengthen our financial position.

Trotter and Associates, Inc. performs a comprehensive analysis of all engineering contracts and the firm's financial status every two weeks, which coincides with billing, payroll and payments to vendors. TAI completed \$2,775,669 in FY2011 in comparison to \$2,394,948 in FY2010. TAI is projecting to complete over \$3.4 Million dollars in services in 2012. Trotter and Associates, Inc. strives to manage our backlog such that we carry 15 to 20% excess capacity, allowing us to be responsive to our client's needs. The firm presently has capacity to complete \$3.8 to \$4.2 million annually.

### **TAI Client Base**

In 1999, Trotter and Associates, Inc. began as a firm with only two municipal clients - St. Charles and Batavia, Illinois. Since those modest beginnings, the number of TAI clients has dramatically increased. A significant portion of this growth has been through referrals from contractors, vendors and most importantly our existing clients.



TAI's clients know that our professionals not only possess the technical expertise to address their immediate needs, but the team can see the bigger picture and develop solutions that are consistent with the community's long term goals.

Since 1999, TAI has completed almost \$23 Million in engineering services. TAI's public sector services accounts for over 86% of all revenue produced by the firm, which equates to \$19.6 Million. Trotter and Associates, Inc. has completed projects for more than forty-five municipalities, sanitary districts, townships and other governmental agencies throughout northern Illinois.



### **Municipal Engineering Services**

Trotter and Associates, Inc. is a full-service engineering firm structured to meet the growing needs of our municipal clients. Our professionals work closely with municipal officials to fully understand the community's priorities and we develop solutions that uniquely address the issues. The following is a list of municipal engineering services offered by Trotter and Associates, Inc.

- **Municipal Water Engineering**
- **Municipal Wastewater Engineering**
- **Municipal Streets and Parking**
- **Municipal Buildings**
- **Public Works Facilities**
- **Stormwater Management**
- **Parks and Grounds**
- **Ordinance Review/ Writing**
- **Construction Inspection Services**
- **Mapping / GIS**
- **Infrastructure Rehabilitation/Expansion**
- **Subdivision and Development Review**
- **Land Surveying – Route, Topographic, and Construction Layout**

As municipal engineers, TAI has strong working relationships with local and state regulatory agencies. In fact, over 94% of TAI's workload has been for government agencies. TAI has successfully served the following local government agencies.

**Village of Addison**

**Village of Algonquin**

**Village of Campton Hills**

**City of Batavia**

**Village of Carpentersville**

**DeKalb Sanitary District**

**Village of East Dundee**

**Village of Bloomingdale**

**Batavia Park District**

**City of Des Plaines**

**Kane County**

**School District 303**

**School District 301**

**Village of Burr Ridge**

**Campton Township**

**Village of Mundelein**

**Village of Union**

**Village of Bartlett**

**Village of Roselle**

**City of St. Charles**

**Village of Sugar Grove**

**City of West Chicago**

**DuPage County Public Works**

**City of Crystal Lake**

**Village of Fox Lake**

**State of Illinois**

**School District 46**

**School District 300**

**Plato Center Township**

**University of Illinois**

**Northern Moraine Wastewater Reclamation District**

(Island Lake, Volo, Lakemoor, Port Barrington, and Holiday Hills)

**TRI-COM**

(Emergency Dispatch Service for St. Charles, Geneva, and Batavia)



## **PROJECT UNDERSTANDING**



## **Project Understanding**

The proposed improvements are located on County Line Road between Green and Jefferson Street. The right of way straddles the DuPage/Cook County line but the roadway is under the jurisdiction of Cook County. The purpose of the proposed improvement is to replace the existing ten-inch watermain with twelve-inch PVC watermain. The existing ten-inch watermain is approximately 30-40 years old and is subject to corrosion resulting in numerous breaks. Repairs are needed to improve the service and reliability, while eliminating costs associated with watermain repairs and loss of Lake Michigan water. The project is located within a heavy industrial area with railroad facilities located to the immediate north.

The Village of Bensenville is seeking a professional firm to complete Resident Engineering services, including but not limited to, construction layout, management, observation, inspection and construction schedule monitoring.

The role of the selected consultant will be to ensure the following; timely completion of the project, quality in the constructed project, accurate measurement of field constructed quantities, accurate documentation within quantity books, preparation of progress payouts and change orders, preparation of record drawings, and construction staking in accordance with the approved final engineering plans. ***Other key responsibilities of the Resident Engineer are to assist in the recognition and resolution of potential construction conflicts and help to minimize the disruption to existing users and surrounding traffic.***

## **Trotter and Associates Inc. Research and Understanding**

### **Watermain and Soil Conditions**

In order to familiarize ourselves with the project, Trotter and Associates Inc. has completed a field investigation of the project limits, reviewed project specifications, spoken with the Engineering Department and reviewed geotechnical information within the project limits.

While there are not soils boring information available for the project, Trotter and Associates Inc. recently completed the Jefferson Street Watermain Improvements and is intimately familiar with the Village's concern regarding deteriorating watermain and the likely causes of watermain breaks. Soil mapping indicates that the same type of soils as encountered within the Jefferson Street Corridor. During excavation, TAI anticipates finding clay material with watermain placed on a bed of undisturbed clay. These soils consist primarily consist of Silty Loam and Orthents Clay both of which are classified as having a high rating for corrosion.





### **Land Use and Traffic**

As mentioned within the Request for Proposal the surrounding area is considered heavy industrial. Businesses such as Ain Plastics, Mid City Plumbing and Royal Die and Stamping Company will rely on minimal interruptions to water service to continue operations. It is also evident from the aerial photograph that surrounding businesses generate a combination of large truck and passenger vehicle traffic. Given the fact that there are manufacturing facilities adjacent to the project limits, TAI anticipates that there will be high volumes of passenger vehicles during shift changes. Therefore, traffic control will be a critical component during construction.



### **Scheduling**

TAI noted that provisions for non-standard work hours are included within the project specifications. Work hours are limited between 9:00am to 4:00pm and 6:00 pm to 7:00 pm during weekdays. This is intended to minimize traffic disruptions as required by Cook County DOT for work within County Line Road.

Watermain shutdowns will need to be coordinated through Village of Bensenville. Section 02512 of the Specifications indicates the following.

**C. WATER SHUTOFFS WILL BE AT THE DISCRETION OF THE VILLAGE. THIS MAY BE DURING THE WEEKEND OR AFTER NORMAL BUSINESS HOURS AT NO ADDITIONAL COST TO THE VILLAGE.**

This section also notes that any utility shut downs require 48 hours notice and are at the discretion of the owner. When reviewing aerial photos from 2002 to the present, parking lots are routinely full during the week with little or no activity on weekends. Therefore, TAI anticipates that watermain connections would be completed on the weekends or during off peak times. This was confirmed after discussions with the Engineering Department.

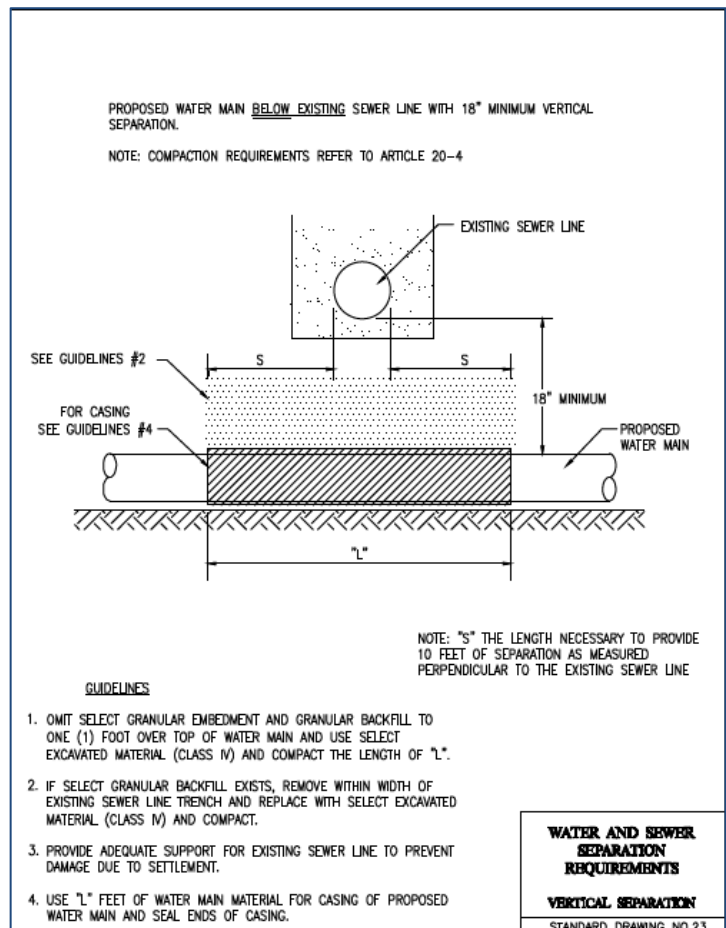
### Review of Proposed Plans and Contract Documents

Trotter and Associates Inc. has completed a thorough review of the Final Engineering Plans. The contract documents include many of the same notes and references as the Jefferson Street Corridor Watermain Improvements. Therefore, TAI is familiar with the requirements and their intent.

Identification of the existing utilities is a key component of preparing accurate plans. While the project is approximately 1,100 linear feet of watermain, it includes sixteen utility crossings on the main line alone.

These crossings have been identified with elevation and station information. These will greatly aid in the construction of the project. While proper separation is provided additional watermain casing may be required, as the watermain projection shall extend ten feet on either side of the existing sewer. There may also need to be a modification in casing pipe size based on pipe diameter.

Additional utility conflicts will occur on water services and on the main line where utilities are parallel. Most notably on Sheet C-2 to C-3 north of Station 15+40. Within these areas, the watermain is to be installed in close proximity to a gas main and electrical lines. Due to the crossing and adjacent utilities, TAI estimates that contractors will be able to complete between 125 and 175 linear feet of watermain per day depending on adjacent utilities. Full time resident engineering is recommended due to the documentation required on utility conflicts and potential changes in design.





## **PROJECT APPROACH**



## **Project Staffing**

Trotter and Associates Inc. only utilizes experienced field personnel for capital improvement projects. For the County Line Watermain Improvements Trotter and Associates Inc. will utilize **Mr. Stephen Cieslica P.E. as the Resident Engineer.** Due to the relatively short time frame of the project and the need for expedited shop drawing review and communication, TAI recognizes that a single point of contact is the best approach. TAI has evaluated the manhours and the costs for utilizing a Senior Project Engineer as Resident Engineer in comparison to an Inspector (Technician) working under the direction of a Project Manager. Using Mr. Stephen Cieslica P.E. as the Resident Engineer allows him to complete both these roles and provides the most cost effective and streamlined approach. TAI has reviewed the Engineer's Estimate and developed a construction schedule to ensure we remain within the industry standard fees associated with the requested scope services.

Mr. Cieslica has over 20 years experience in the construction engineering. Assisting in shop drawing review and overall project management will be **Mark Bushnell P.E.** Mr. Bushnell was the project manager for the Jefferson Street Corridor Watermain Improvements and has an established working relationship with the Village of Bensenville. He has an excellent understanding of the Village's construction requirements in particular watermain construction.

## **Meetings**

### **Preconstruction Meeting and Coordination**

TAI will schedule and lead a preconstruction meeting with the Village, general contractor, police and fire departments, design engineer, Cook County DOT and affected public utilities. The meeting agenda will include permitting requirements, traffic control and safety, construction schedule, administrative policies and procedures, material testing and certifications, and general discussion on construction issues. TAI will obtain and distribute 24 hour emergency contact information for each contractor working on the project along with TAI staff to all parties involved.

This will open the lines of communication with the affected businesses, their employees and vendors. TAI will collect the contact names, numbers and emails of the affected businesses. These will be included on a map with a corresponding contact list. This information will be distributed to the Village. If acceptable to the Village, TAI will provide our contact information to the Village. Based on preference by the Village, either the





Village or TAI will be responsible for coordinating with local businesses.

### **Weekly Meetings**

Weekly progress meetings will also be held with the contractor and Village in which the construction schedule will be discussed/reviewed in detail, status of shop drawings and submittal review/approvals, status of change orders, RFI's, traffic control deficiencies and directives issued by the Village. Upon the completion of the meeting, TAI will prepare and distribute meeting minutes to all parties in attendance.

It is recommended that these meetings be held onsite to be able to view any field items discussed at the meeting. Due to the staggered work hours, these meeting could be held in the morning prior to the start of construction.

### **Schedule**

It is important that the contractor remain on task and follow a construction schedule. While progress on the project may be slow at times, it is the absence of a contractor or changes in schedule that will lead to impatience by the local businesses. TAI works with the contractor to review and confirm a project schedule that is comprehensive and reasonable. TAI recommends that the contractor not be able to start until a schedule is approved.




## Shop Drawing Review

TAI will prepare and maintain a submittal and shop drawing review log. The status of the submittals or shop drawings will be discussed at the weekly progress meetings. Due to the short time frame of construction, TAI recommends the electronic submittal of shop drawings. TAI will be able to review shop drawings within 48 hours of submittal. TAI has completed shop drawing review for the Jefferson Street Watermain Improvements Phase I. These include the review of watermain material, valves, valve boxes and asphalt paving materials.

The document shown is a typical shop drawing review completed by Trotter and Associates Inc. This cover sheet is attached to the shop drawings submitted by the contractor and can be returned electronically saving time and cost.

Based on a review of the Final Engineering Plans it appears that the specified materials are commonly available and in general conformance with the Jefferson Street Corridor Watermain Improvements. As the design engineer for the Jefferson Street Corridor, TAI has an excellent understanding of these requirements and the purpose of ancillary items. One of these is the requirement of wrapping of joint restraint on PVC watermain and the Village's native backfill requirement. TAI will be able to quickly locate construction requirements and provide clear and concise explanations to the design engineer should an issue arise.

Mr. Bushnell will be completing shop drawing reviews and available for any clarification on watermain construction requirements.

 Shop Drawing Transmittal			
To:	Adam Glens	From:	Mark Bushnell P.E.
	Airy's Construction		Trotter and Associates, Inc.
	Office 708.429.0660		40W201 Wasco Road, Suite D
	Fax 708.429.0795		St. Charles, Illinois 60175
	Mobile 708.259.1240		(630) 587-0470
			(630) 587-0475 (fax)
Date:	June 8, 2011	Project:	IAW-River Grange Watermain Project
Enclosed please find the following documents/information:			
Qty	Rev	Section	Description
4	1	15151	Mueller 2360 Series RW Gate Valve
We have completed our review of the submittal referenced above and are hereby taking the action indicated.			
Engineer's Disposition:			
<input checked="" type="checkbox"/> No Exceptions Noted <input type="checkbox"/> Revise and Resubmit <input type="checkbox"/> Review Not Required			
<input type="checkbox"/> Exceptions Noted <input type="checkbox"/> Rejected			
Reviewed by Mark Bushnell, P.E.			
Clarifications, Exceptions & Recommendations response:			
1. Please send cleaner copy			
CC: IAW-Harold Smith, PE TAI Field Copy (2) TAI Office Copy			
Mark Bushnell, P.E. Senior Project Engineer			



## **Resident Engineering**

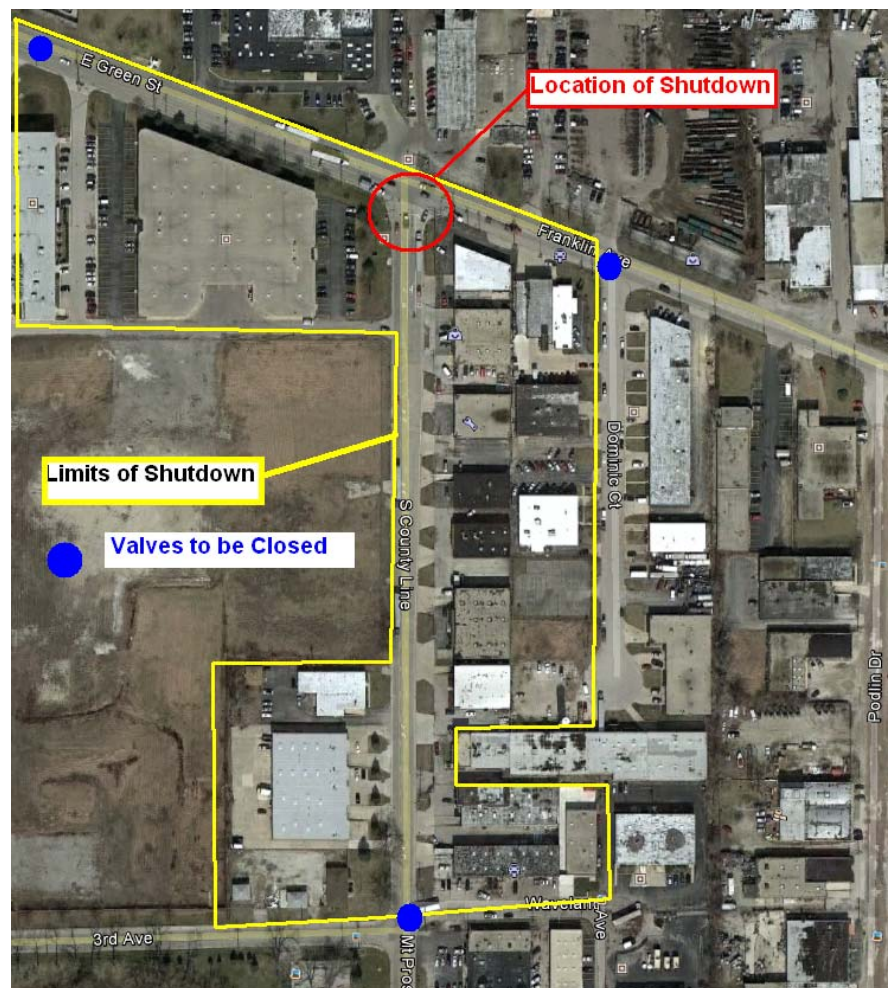
Mr. Cieslica, as resident engineer, will be on the site night or day to observe the contractor's work for conformance with the approved engineering plans and specifications. TAI will also conduct daily and night time inspections of the traffic control.. Any deficiencies will be forwarded to the contractor for immediate attention/repair and a copy of these reports will be included in the project files.

Prior to leaving the site each day, Mr. Cieslica will review the project schedule for the next day, walk the limits of construction with the contractor and notify the contractor and Village of any recognized issues. Because work hours will be limited, the contractor must make the best use of their allotted time. TAI will also coordinate to make sure that any material testing, which will be completed by the contractor, has been scheduled.

## **Coordination**

Trotter and Associates Inc. will maintain a record of the contractor's schedule and assist the Village in notifying local business. Using atlas information provided by the Village, TAI will prepare watermain shutdown maps to determine the limits of interruption of service during watermain shut downs. A sample map is attached. These maps help to expedite shut downs and ensure that customers are notified of any service interruptions.

As discussed previously, TAI will collect local business contact information prior to the start of construction. This information will be used in conjunction with the shut down maps to coordinate and minimize service interruptions. It will also be important to notify the Fire Department of any shut downs and to make sure that any out of service hydrants are properly bagged.



A weekly progress report will be submitted to the general contractor and the Village documenting the contractor's progress and anticipated completion schedule. Additionally the resident engineer will prepare and maintain the following documents/files: monthly pay requests, change orders, weekly progress reports, project diary, quantity books, and progress meeting minutes, material testing logs, and project documentation files. TAI requires all of our resident engineers to photograph construction progress in particular underground construction. Our resident engineer will include project photos that include a level road or tape measure for reference. By doing so, we are able to review project photos and determine dimensions with a great degree of accuracy.

These color photographs are incorporated into our inspection reports, which are distributed in pdf format. Our clients routinely include our project reports within their board reports. The photographs and documentation provide Village officials insight into the project and validation that the resources used to rehabilitate the underground infrastructure are indeed monies well spent. A sample of our project report can be found within the Appendix of this document.

Pay requests and change orders will be documented by Mr. Cieslica. He will include all field measurements of quantities completed on a daily basis and the logging of all material tickets provided by the contractor. Trotter and Associates Inc. recommends that pay requests are completed in the following manner. First the Resident Engineer and the Project Superintendent agree on constructed quantities based on field measurements. A draft pay request and waivers of lien are submitted for review. TAI will review this information and provide preliminary approval. The contractor will then be required to provide original documents including pay requests, waivers of lien, material tickets and certified payroll. TAI will review this information and if appropriate prepare a recommendation of approval. Three copies of the recommendation and the supporting documentation will be provided to the Village for processing. Upon approval, a copy will be provided to the Village, TAI and the contractor. By submitting draft copies, the contractor is able to make any necessary changes prior to the execution of formal and notarized documents.





## **Construction Staking**

TAI is setting itself apart by providing first class surveying services. Our firm has made a commitment to performing each and every task to the best of our ability. The first step in the construction staking process is to verify the horizontal and vertical control and other information contained within the construction plans such as the connection locations and other critical components. Inaccurate or incomplete data can result in delays or cost overruns in implementation of the project. Once this task has been completed and the data checked, TAI will start the staking process. Our crews continually check the horizontal and vertical data to ensure that the construction stakes are accurate during this process.



Trotter and Associates has and continues to invest in the latest technology including Trimble Robotic Total Stations, Leica DNA03 First Order Level, Invar Rods and Bar-code Rods, GNSS (Global Navigation Satellite System) GPS equipment, TSC2 Survey Controllers with GNSS Accessories, smart phones to send and receive data, digital cameras,. Therefore, our field crews are more efficient, and able to maintain the level of detail and accuracy for which they are known. TAI utilizes Trimble 5605 Robotic Total Stations and Trimble R6 RTK GNSS GPS (GNSS) survey equipment. TAI's GNSS equipment allows our crews to work efficiently and obtain horizontal and vertical data within millimeters in seconds. Where conditions will not permit or a higher degree of accuracy is required, our survey crews utilize a Robotic Total Station. Both of these systems utilize the same data collector, which provides a seamless transfer when utilizing both the GNSS and Robotic Station on the same project.



Trotter and Associates Inc. will provide construction staking include watermain structures such as hydrants, valve vaults, b-boxes, limits of restoration and the limits of watermain casing. TAI makes sure that construction stakes are placed perpendicular to the path of the construction equipment so they will not be damaged during construction. TAI will also provide copies of the field data and cut-sheets to the contractor for their use. Trotter and Associates Inc. intends on completing up to three field visits to complete the work. Our Resident Engineer may also direct our surveyors to complete GIS location of utility crossings.

### **Record Drawings**

TAI surveyors will verify: rim and pipe elevations of watermain elevations at valve vaults, locations of all water service valves installed. These record drawings will also include the field location of utility crossings as documented by Mr. Cieslica. Locations of b-boxes will include dimensions to two hard surface features for locating the future. TAI will provide 2 print copies and 2 digital copies to the Village. Mylar copy of the record drawings will be available upon request. TAI can also provide GIS comparable formats.

### **Project Closeout**

Once the work is substantially completed TAI will schedule/conduct a field review of the improvements with the general contractor and the Village staff in order to prepare a list (punchlist) of uncompleted or deficient items of work requiring completion or correction by the contractor. This is done both at substantial completion and final completion. TAI will observe and document the contractor completing the unfinished work and repairing the deficiencies.

TAI will also contact other jurisdictional agencies to ensure that their requirements have been met before release of the contractor. TAI will submit a letter to the contractor and Village stating the improvements are complete and recommending acceptance of the improvements by the Village.

TAI will provide the Village with hard copy and electronic files of all of the project information and documentation. Any data generated by Trotter and Associates Inc. during this project is the property of the Village of Bensenville.



## **SCOPE OF WORK**



## **A. Scope of Services**

The following is a list of services to be provided by Trotter and Associates Inc. The following is an outline of the previously discussed tasks found within the Project Approach.

Trotter and Associates Inc. will be responsible for completing the following tasks during the project;

### **Construction Engineering Services:**

#### **1 During the Construction Phase, Engineer shall:**

- 1.1 Attend a preconstruction conference. Compile and distribute meeting minutes.
- 1.2 The Resident Engineer and Project Manager will attend a pre-construction meeting.
- 1.3 Field meetings will be attended by the Resident Engineer and meeting minutes will be produced.
- 1.4 Collect local business information including Contact Name, Number and email. TAI will compile this information and provide it to the Village.
- 1.5 Based on an approved Construction Schedule and Phasing Plan and with the assistance of the Village, TAI will prepare watermain shut off maps. These will include locations of construction and valve shut downs as well as the limits of area affected by the shutdown.
- 1.6 Provide Full Time Resident Engineering during underground constructing, testing and paving operations. During sawcutting, restoration and other ancillary tasks Resident Engineering will be limited to part time or 4 hours per day. Should additional time be requested by the owner it shall be considered out of scope and reimbursed on a time and material basis in accordance with the attached schedule of hourly rates.
- 1.7 The purpose of Engineer's representation as the Resident Engineer(and assistants, if any) at the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide the Owner a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s); for safety precautions and programs incident to the



work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing the work. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to finish and perform their work in accordance with the Contractor Documents.

- 1.8 Provide daily updates to the Village on the progress of the contractor.
- 1.9 Complete daily walkthroughs of the construction limits for the next day to predict and identify potential construction conflicts.
- 1.10 Complete field measurements of installed improvements and document utility crossings and items not included on the Final Engineering Plans.
- 1.11 Review up to three pay requests and recommend approval to the Owner.
- 1.12 Complete two punchlist inspections. Provide the Owner and Contractor with written findings of these inspections. Should additional time be requested by the owner it shall be considered out of scope and reimbursed on a time and material basis in accordance with the attached schedule of hourly rates.

### **Construction Staking Services**

#### **2 During the Construction Staking Phase, Engineer shall:**

- 2.1 Provide horizontal and vertical control for the improvements to enable the contractor to complete the improvements in accordance with the final plans. In total Trotter and Associates Inc. estimates a total of 50 points.
  - 2.1.1 Centerline and two offsets at each valve, vault or box
  - 2.1.2 Centerline and two offsets at each hydrant
  - 2.1.3 Centerline at each water shut off
  - 2.1.4 Centerline at deflection points, plugs, tees and centerline of watermain at key points
- 2.2 The Design Engineer will be responsible for providing AutoCadd compatible files as well as all survey control and monumentation records.

### **Record Drawing Services**

#### **3 During the Record Drawing Phase, Engineer shall:**

- 3.1 Prepare Record Drawings for the completed Project, based on field survey by the ENGINEER and field notes and other information furnished by Contractor(s), as required by the reviewing agencies.
- 3.2 Provide electronic and hard copy versions of all documentation generated during the project.

**Project Timeline**

<b>Milestone</b>	<b>Projected Completion Date</b>
<b>Bid Opening</b>	<b>8/10/2012</b>
<b>Preconstruction Meeting</b>	<b>9/5/2012</b>
<b>Notice to Proceed</b>	<b>9/7/12</b>
<b>Start of Construction JULIE/ Sawcutting and Potholing Utilities Construction Staking Starts</b>	<b>9/13/2012</b>
<b>Start of Underground Construction</b>	<b>9/17/2012</b>
<b>Completion of mainline watermain</b>	<b>10/3/2012</b>
<b>Testing and Connection of Services</b>	<b>10/10/2012</b>
<b>Restoration</b>	<b>10/17/2012</b>
<b>Punchlist Completion</b>	<b>10/24/2012</b>
<b>Record Drawings and Project Closeout</b>	<b>11/15/2012</b>



**RELEVANT PROJECT EXPERIENCE**



**Northern Moraine Wastewater Reclamation District**

**Project Manager: Steve Cieslica, P.E.**

**Contact: Mr. Eric Lecuyer, District Manager 847-526-3300**

The NMWRD completed a Facility Plan Amendment in an effort to determine the long term goals of the NMWRD and its users. The Facility Plan Amendment recommends construction of two major interceptor sewers and two regional lift stations with an estimated value of \$17.5 Million dollars. This would provide the NMWRD with the ability to serve all parcels within its Facility Planning Area. TAI identified an opportunity to reduce design phase fees through digital ortho aerial photography for the Darrell Road Interceptor and Lily Lake Road Interceptor sewer projects. The savings was estimated to be \$60,000 to \$70,000 for both interceptor routes.

The District has requested that TAI proceed with the engineering services for the Darrell Road Interceptor and Darrell Road Lift Station. The interceptor sewer and forcemain route is roughly 31,000 feet long. The estimated value of the proposed Darrell Road projects was \$11,000,000 dollars including a budgetary value of \$720,000 for design phase services. Due to the downturn in land development within the area, the Village elected to shelf a majority of the project but proceeded with the first phase of the project.

This first phase included the construction of approximately 800 linear feet of sewer ranging in size from twenty-four to forty two-inches in diameter. The average depth of the sewer was over twelve feet deep. The project was completed 22% under the original contract price.



**Illinois Route 47 Improvements, Huntley Investments, L.L.C., \$3.1 million, Huntley, Illinois.**  
**Project Manager: Steve Cieslica, P.E. (At Previous Employer)**

This project involved the widening of a two lane rural asphalt highway to a four lane divided highway with the new lanes being constructed out of PCC pavement. Mr. Cieslica's duties included observing and documenting the contractors work and progress to ensure the work was completed in accordance with the contract documents, reviewing and approving pay requests, coordinating with the Village, IDOT, contractor and utility companies to resolve conflicts, problems and public complaints. The work included earth excavation, watermain and sanitary sewer relocation, extensive public utility relocation (ComEd, Ameritech, AT&T Broadband), installation of a storm sewer system, aggregate base course installation, PCC and bituminous paving, curb and gutter, landscaping, pavement markings, signage and the installation/maintenance of a multi staged traffic control plan.

**Old Town Section One Reconstruction Project, Village of Carpentersville, Illinois, \$2.9 million.**  
**Project Manager: Steve Cieslica, P.E. (At Previous Employer)**  
**Contact: Mr. Edward Szydlowski, Capital Projects Manager 847-514-3045**

Primary duties included management of project employees, coordination of the contract with the Village, administration of the monthly invoices and providing technical support to the on-site resident engineer. The scope of this project included the complete reconstruction of 13 blocks of infrastructure (sanitary/storm sewer and water main), residential roadway reconstruction and landscape restoration from right-of-way to right-of-way, for the Old Town region where area homes date back to the late 1800's. Due to poor soil conditions, ground water and the 25-foot-deep existing sanitary sewer an innovative technique called "pipe bursting" was utilized. By incorporating this technique, the contractor was able to accelerate his production rate and provide a cost savings to the Village. MFT and Village Sewer/Water funds were utilized and the project was completed in one construction season.

**Grafton Township 2012 Road Program**

**Project Manager: Steve Cieslica, P.E. (At Previous Employer)**  
**Contact: Mr. Jack Freund, Road Commissioner 847-669-5070**

This project included the design, bidding and construction engineering for the Road District's 2012 annual road program. The project includes the overlay of 9,690 feet (1.84 miles) of township roads in Nunda Township. The work includes pavement removal (cold milling), pavement patching, hot-in-place asphalt heater scarification, installation of: hot-mix asphalt overlay; aggregate shoulder; and pavement markings. The project has been awarded to a contractor and work is scheduled to begin in July 2012. Illinois DCEO grant funding is being utilized to fund this project, TAI is coordinating the grant administration with the IL DCEO.



**Village of Bensenville- Jefferson Street Corridor Watermain Improvements**

**Project Manager:** Mark Bushnell P.E.

**Contact:** Mr. Joseph Caracci: 630-350-3435

The Village of Bensenville has been experiencing an inordinate amount of watermain breaks within the Jefferson Street Corridor. This area consists of Jefferson Street and eight adjacent side streets of residential areas with watermain constructed and replaced between the 1950's through the 1970's. Jefferson Street consists of 3,500 linear feet of eight-inch cast iron watermain with the side streets totaling almost 6,500 linear feet of six-inch pipe.



Prior to design of the replacement of the watermain, the Village needed to determine the probable causes for the watermain breaks. This approach investigated potential sources of watermain failure including stray electrical current, inferior material and corrosive soils. TAI retained the services of SEECO Consultants Inc. who completed twenty-five soil borings within the project limits. Ten of these samples included testing for corrosive soils in accordance with the Ductile Iron Pipe Research Association (DIPRA) ten-point test. This test assigns a numerical value to various chemical and physical soil properties. If a soil sample receives, a score of ten cumulative points the soils are categorized as corrosive and preventative measures are recommended.

In Bensenville, all but one of the ten soil samples was deemed corrosive based on low soil resistivity. With the pipe laid directly on virgin earth, the soil acted as a conductor allowing electrical differences on the surface of the pipe to easily be transferred leading to corrosion along the bottom of the pipe. TAI prepared a Project Design Report (PDR), which included the findings of the watermain failure analysis, conceptual watermain layouts and corresponding engineer's estimates. After reviewing and evaluating alternatives, including polyethylene encased ductile iron, high-density polyethylene (HDPE) and PVC watermain, the Village determined that PVC was the most cost effective choice.



The Village hired Stark and Son Construction to complete the project, which is now substantially complete. **TAI has assisted in the construction of the project by attending preconstruction meetings, reviewing shop drawings and providing timely responses to questions from the resident engineer.**



**Illinois American Water – River Grange Watermain Improvements**

**Project Manager: Mark Bushnell P.E.**

**Client: Rich Hermann, Engineering Manager: 630-739-8825**

Illinois American Water is the owner and operator of a private water system located within unincorporated St. Charles Township. The system consists of a well, filtration facility, three thousand five hundred feet of main and twenty-two homes. Illinois American was experiencing numerous watermain breaks resulting in service interruptions, loss of revenue and boil orders. Trotter and Associates, Inc. designed, permitted and completed construction engineering for the River Grange Watermain Improvements.



The design included the use of ductile iron pipe with polyethylene encasement to combat the corrosive soils. TAI designed the project to allow the bidders to utilize both open cut and directional drill methods to install the main and services. This provided the owner with the ability to evaluate the cost associated with each type of installation and make a decision based on cost and disruption to residents. Additional improvements were completed without service interruption at the main. Individual residential water service was interrupted for approximately thirty minutes while the service transfer was completed.



Ultimately, the project used a combination of open cut trenches and directional drilling to minimize the disruption to the existing roadway. **Despite inclement weather, this project was completed within the contract time and 2% under the awarded contract price.** The lack of change orders and cost savings allowed this project to remain under budget even after additional paving work and service connections were added to the project.



**Route 38 - West Lincoln Highway Sanitary Sewer – DeKalb Sanitary District**

**Project Manager: Mark Bushnell**

**Contact: Mr. Mark Eddington District Manager 815-758-3513**

The DeKalb Sanitary District was required to perform sanitary sewer modifications on an expedited schedule to facilitate improvements within the TIF District in Downtown DeKalb. Trotter and Associates, Inc provided planning, design and construction engineering services for grouting/removal/ abandonment of roughly 1,000 lineal feet of sewer, as well as installation of 700 lineal feet of new sewer on a different alignment and restoration along Illinois Route 38.

**Village of Addison – Highview Watermain and Storm Sewer Improvements**

**Project Manager:** Mark Bushnell P.E.

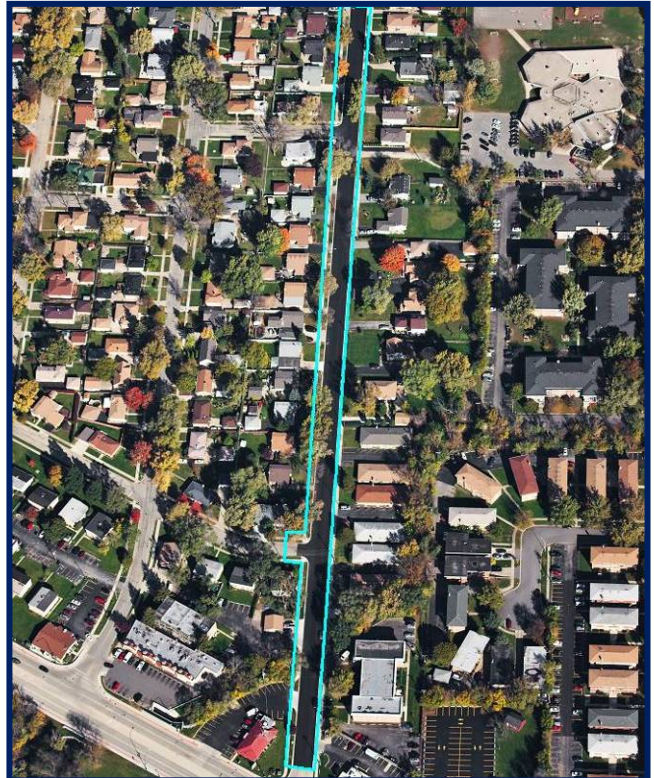
**Client:** John Chrysogelos, Water Superintendent 630-620-2020

The Village of Addison was encountering numerous watermain breaks within a four block segment of Highview Avenue. In February of 2008, Trotter and Associates Inc. was contacted by Village staff who requested that the survey, design and permitting tasks be completed as soon as possible. TAI initiated work as soon as JULIE locates could be completed and finished all data collection within ten days. Trotter and Associates Inc. worked with Village staff to expedite this process and gather information regarding watermain breaks that was used to include provisions within the design that addressed the watermain susceptibility to corrosion.

Design permitting and bidding was completed by May 2008, with a total of thirteen contractors submitting bid packages. Proposed improvements included the installation of over two-thousand feet of watermain including the bore and jack installation under an existing creek.

During construction, the contractor encountered backfill under the existing culvert that exceeded information found on available plans or within previous adjacent excavations. Due to the fact the fill was isolated below the culvert, it could not have been found until the bore and jack was attempted. Trotter and Associates Inc. worked quickly to resolve the issue by completing and permitting an alternative design while the contractor remained onsite. The project was completed during the summer of 2008 and remained well within the project budget.

TAI provided construction staking and observation services for the project. During construction TAI and the contractor worked together to minimize disruptions to the residents and made sure the driveways were always accessible. Major items of work included watermain installation, pavement removal & replacement, sidewalk and driveway removal & replacement along with landscape restoration.





**Village of Addison – Church Street Watermain Improvements/Roadway Reconstruction**

**Project Manager:** Mark Bushnell P.E.

**Client:** John Chrysogelos, Water Superintendent 630-620-2020

Trotter and Associates Inc. completed the survey, design, permitting, and construction phase services for the Village of Addison's Church Street Watermain Improvements. This project included the replacement of an existing watermain serving both residential and industrial users as well as a post office. The existing main was being replaced due to the presence of corrosion and the high frequency of watermain breaks.

During the design, TAI coordinated with the existing water system users to minimize service interruptions while providing a cost effective design. The proposed improvements included the installation of over a half mile of water main and the coordination of the street department for restoration and rehabilitation of the existing street.

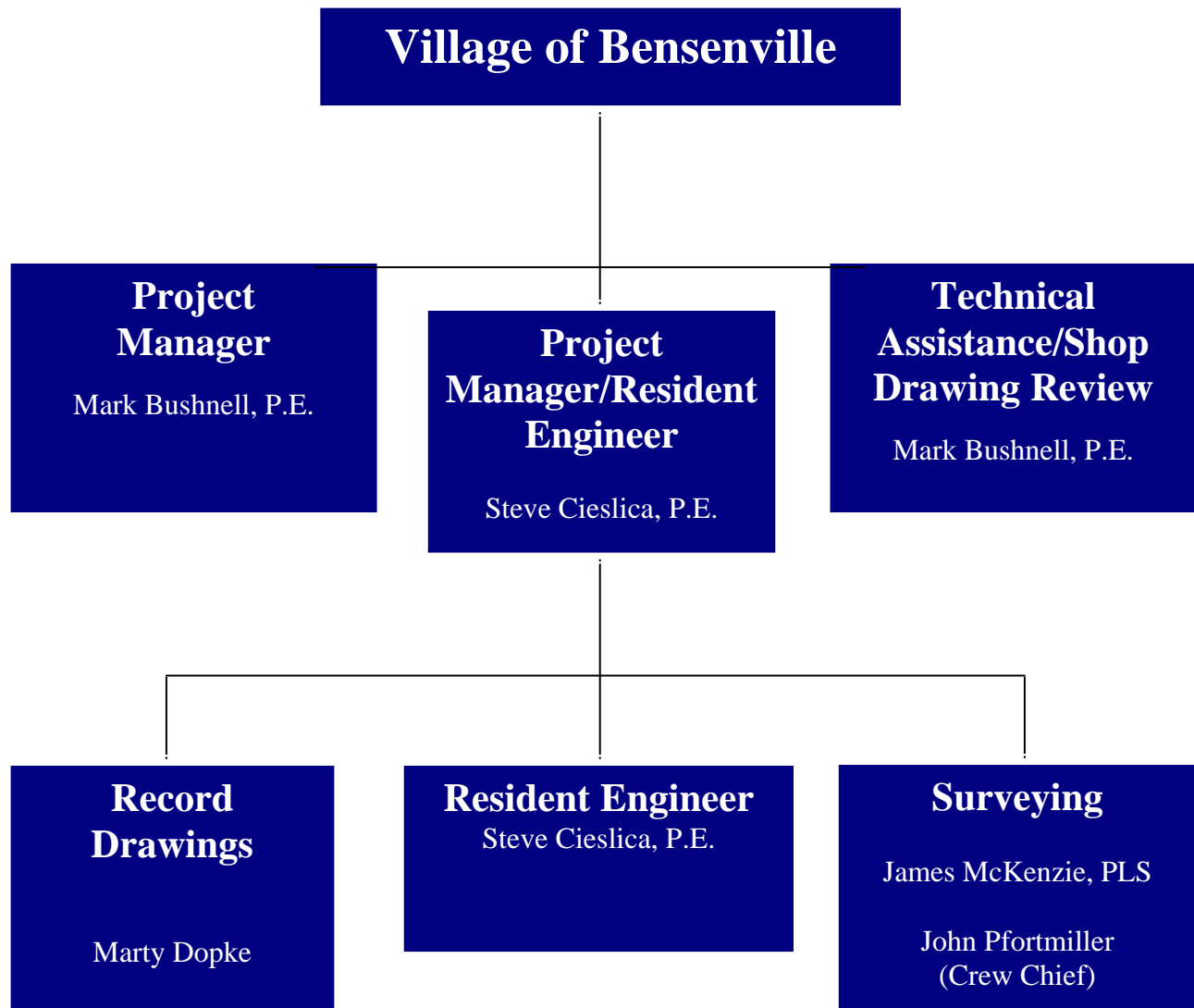
TAI provided construction staking and observation services for the project. Major items of work included watermain installation, roadway reconstruction and landscape restoration. During construction, TAI made sure the traffic control was properly installed and maintained. Driveway access disruptions were minimized by coordinating the removal and replacement work with the homeowners. Water service reconnections were coordinated with the businesses and homeowners and the contractor efficiently completed the work.



**PROJECT TEAM**



**ORGANIZATIONAL CHART**





**Personnel Utilized in Resident Engineering**

<b>Name/ Registration Title</b>	<b>Years of Exp. @ Firm</b>	
<b>Steve Cieslica, P.E.</b> Resident Engineer/ Project Manager	17/ 2Years	Mr. Cieslica will serve as the primary contact in the role of Project Manager/Resident Engineer for the construction of the County Line Road Watermain Improvements. Steve is IDOT certified in documentation of contract quantities and has significant amount of experience managing/inspecting on municipal projects involving the reconstruction of utilities (sewer & water) and the construction of asphalt and concrete roadways. Steve will manage the project team and will be responsible for project administration (track quantities, material certifications, testing results, preparing pay requests and change orders, project correspondence, shop drawing logs, etc) as well as providing guidance and assistance to the project team.
<b>Mark Bushnell, P.E.</b> Project Manager/ Sr. Project Engineer	16/ 10Years	Mr. Bushnell will provide technical assistance to the team along with reviewing shop drawings and submittals. He will also assist with public coordination work. Mr. Bushnell will be responsible for contract administration and project quality control.
<b>James McKenzie, PLS</b> Director of Surveying	26/ 3 Years	Mr. McKenzie has twenty-six years experience providing surveying services. Jim has extensive experience in surveying, cadastral surveys, route surveys, environmental surveys and construction layout for municipal utilities and roadways. Jim will provide oversight and field assistance with any construction staking and surveying work related to the project.
<b>John Pfortmiller</b> Crew Chief/ Construction Inspector	26/ 7 Years	John specializes in topographic and construction layout services for a variety of civil engineering projects. John will provide construction layout and be responsible for completing the as-built survey of the completed improvements.
<b>Marty Dopke</b> <b>CAD Technician</b>	37/ 10 Years	Mr. Dopke will assist in the construction layout by providing field crews with coordinate data. Mr. Dopke will also be responsible for the CADD work related to Record Drawings. Mr. Dopke was the primary CADD technician on the Jefferson Street Watermain Improvements.



**Project Manager/Resident Engineer – Steve Cieslica, P.E.**

Steve Cieslica is a registered professional engineer and is IDOT certified in Documentation. Steve has sixteen years experience in construction of municipal infrastructure projects including but not limited to watermain, storm and sanitary sewer, asphalt and concrete roads, traffic signals, bridges, site construction, and landscape restoration.

Mr. Cieslica understands both the engineering and construction side of a project due to his past experience working for heavy highway contractors. Steve began engineering school at age 27 and worked his way through college while working for contractors during the summers and breaks. He has experience in construction layout, asphalt and concrete paving, mass grading of subdivisions and industrial sites, underground utility construction and highway reconstruction projects. After college, he began his engineering career as a resident engineer overseeing construction of subdivisions and reconstruction projects. Previously, Steve managed a group of 16 construction engineers working on projects ranging from bridge reconstructions, water tower construction, watermain replacement projects, annual MFT road programs, and roadway reconstruction projects.

Steve's past experiences have taught him to plan one step ahead of the contractor. His eye for detail on the project while understanding a problems impact on the construction schedule. He utilizes this experience to anticipate and resolve conflicts before the contractor reaches that point in the project. Thus reducing delays and significantly reducing change orders. His knowledge of the IDOT standard specifications, IEPA testing standards and contract requirements makes him an excellent resident engineer.

Similar project experience for Steve includes the construction of the Metra Pingree Road Station in Crystal Lake where a precast concrete pedestrian tunnel was installed under the Union Pacific's double tracks. This work involved major utility relocations of fiber optic and ComEd power lines. The project also included working with the railroad to coordinate the removal of sections of track so the precast tunnels sections could be installed.

Steve was the resident engineering for the reconstruction of the Rt. 47 Improvements in Huntley. This project consisted of turning a rural 2 lane asphalt state highway into a 4 lane concrete/asphalt highway complete with storm sewer, medians and extensive landscaping along the front of the Del Webb Subdivision. This project also required extensive coordination with ComEd, AT&T, Comcast and NICOR to relocate the utilities when required.

References for Steve's previous work include the following:

Ronald Rudd, P.E.	Village of Elgin	847-931-6081
Bill Emmerich, P.E.	Village of Mundelein	847-949-3220
Fred Mullard	Lake in the Hills	847-960-7500
Dennis Heimbrodt	Village of Antioch	847-395-0142
Alex Househ, P.E.	IDOT, Local Roads	847-705-4410

**TROTTER AND ASSOCIATES INC. STAFF RESUMES**



**Stephen P. Cieslica P.E.**

Mr. Steve Cieslica is a professional engineer with considerable expertise in the fields of municipal and construction engineering. Mr. Cieslica's background includes both managerial and practical experience. As a municipal engineer, he provides day to day engineering, consulting, review and approval of engineering plans for new developments. He assists with the design of capital improvement projects (sewer, water and roads), provides 60% and 90% QC/QA review of engineering plans and bid documents. In addition he has managed construction of new developments, overseen performance bond and LOC reductions, prepared punchlist and final acceptance of developments and managed the construction of capital improvement projects. He is also attends multiple municipal board meetings and functions.

***Education***

- B.S., Civil Engineering, Montana State University
- A.S., Business, Elgin Community College

***Memberships***

- American Public Works Association
- American Water Works Association
- McHenry County Council of Government
- Illinois Municipal League
- Lake County Municipal League
- Underground Contractors Association

***Registration***

- Professional Engineer, State of Illinois
- *IDOT Certifications*
  - Documentation of Contract Quantities #07-0173
  - Bridge Construction Inspection
  - Motor Fuel Tax Auditing and Accounting
  - Construction Material Inspection
  - ICORS Documentation
  - Highway Engineering Principles

***Experience***

- Carpentersville- Municipal Engineer in Consultant Role
- Carpentersville – Main Street Bridge Reconstruction
- Carpentersville - Old Town Section One Reconstruction Project
- Carpentersville - Silverstone Lake Subdivision Improvements
- Carpentersville - Binnie Road Reconstruction,
- Carpentersville – Madison Commercial Subdivision
- Carpentersville - Prairie Meadows Commercial Subdivision
- Carpentersville – EDCO Commercial Subdivision

***Experience Continued***

- 
- Metra – Crystal Lake Pingree Road Station
- Metra - Various/Variou Construction Project Management Services
- Metra - Harvard Station Commuter Parking Lot No. 6 and 7
- Metra – Libertyville Prairie Crossing Commuter Station
- McHenry Township – Bay View Lane Bridge
- McHenry Township – McCullom Lake Road Realignment
- McHenry – Rt. 31 & McCullom Lake Road Intersection Improvements
- McHenry – Crystal Lake Road Signal Improvements
- McHenry – Ridge & Bull Valley Intersection Improvements
- Huntley - Illinois Route 47 Improvements
- Lake in the Hills – LAPP Improvements (Oak & Frank Road)
- Lake in the Hills – Reed Road Reconstruction Improvements
- Lake in the Hills - Meadowbrook Subdivision Improvements
- Lake in the Hills – Miller Road Reconstruction Improvements
- Lake in the Hills – Harvest Gate Road Improvements
- Lake in the Hills – Crystal Lake Road Improvements
- Lake in the Hills – Various Annual Watermain Replacement Projects
- Lake in the Hills – Various Annual Drainage Project Improvements
- Lake in the Hills – Various Annual MFT Road Programs
- Lake in the Hills – Meadows Commercial Subdivision
- Antioch- Clublands Subdivision Improvements
- Antioch – Neuhaven Subdivision Improvements
- Antioch – EFPA Sanitary Sewer Extension
- Antioch – EFPA Watermain Extension
- Antioch – Annual MFT Road Programs
- Port Barrington – Low Pressure Sanitary Sewer Project, Phase I
- Wonder Lake –Woods Creek Subdivision Improvements
- West Dundee - Illinois Route 72 and Tartans Drive Intersection Improvements
- Mundelein - 2005 MFT Road Program
- Mundelein – Glen Garden Estates Subdivision Improvements
- Mundelein – Hickory Woods Subdivision Improvements
- Streamwood- 2002 & 2003 MFT Road Programs
- Union – Public Works Facility
- Union – 2010 CDBG Grant Funding
- Northern Moraine Wastewater Reclamation District – Waters Edge Sanitary Sewer Improvements

**Mark D. Bushnell, P.E.**

Mr. Mark Bushnell is a professional engineer with considerable expertise in the fields of municipal engineering, who also possesses experience in stormwater management, site development and the relevant permitting processes. He has held the positions of Project Manager and Project Engineer for a wide variety of civil engineering projects, including capital improvement projects. Mr. Bushnell has previously held the position of Civil Engineer for the City of Elgin and the City of St. Charles.

***Education***

- B.S., Civil Engineering, 1995, Marquette University
- Continuing Education Courses: Stormwater Management, Roadway Construction, Floodplain Management, and Underground Utility Design and Construction
- Certified Kane County Stormwater Review Specialist

***Registration***

- Professional Engineer, State of Illinois
- Professional Engineer, State of Wisconsin

***Experience***

- Batavia Park District - Big Woods Park Phase II
- Batavia Park District - Clark Island Improvements
- Batavia Park District - Misc Park Site/Topographic Survey
- Batavia Park District - Quarry Park Water System
- Batavia Park District - River Street Bike Path
- Batavia Park District - River Street Bike Path
- Batavia Park District - Tanglewood Hills Park Improvements
- Batavia Park District - West Main Community Park Improvements
- Batavia School District 101 - District Boundary Mapping
- Blooming Colors - Prose Residence Retaining Walls
- Callahan Construction, Inc. - Parkside Woods
- Cambridge Homes, Inc. - Pingree Grove WW System
- Campton Township - Harley Woods Parking Improvement
- City of Batavia - North River Street Sewer Study
- City of Batavia - NPDES Permit
- City of Batavia - Sanitary Sewer Evaluation Study
- City of Crystal Lake - Northwest Basin Sanitary Sewer Study
- City of St. Charles - Fox River Wastewater Treatment Plant Improvements
- City of St. Charles - Iroquois Avenue Sanitary Sewer Improvements
- City of St. Charles - Ohio Avenue Water Treatment Facility
- City of St. Charles - Pine Ridge Park Subdivision Review

***Experience Continued***

- City of St. Charles - Stonewood Drive Detention
- City of St. Charles - TRI City Public Safety Facility
- City of West Chicago - Rte. 59 Watermain Extension
- CJE Enterprise, LLC - Sycamore Hill Subdivision Preliminary Design
- DeKalb Sanitary District - Country Club Lift Station Improvements
- DeKalb Sanitary District - DeKalb Business Center Study
- DeKalb Sanitary District - Locust Street San Sewer Improvements
- DeKalb Sanitary District - Waste Water Treatment Plant Stormwater Drainage Imp.
- DeKalb Sanitary District - West Lincoln Highway Sanitary Sewer Improvements
- Des Plaines Public Works - Oakton Street Pump Station Improvements
- DuPage County Public Works - Greene Valley WWTF
- Foote, Meyers, Mielke, Flowers LLC - 200 W Main Street Bank Improvements
- Fox Valley Aero Club - Field Relocation and Improvements
- Kluber, Skahan & Assoc, Inc (KS+A) - Elgin Mental Health Center Parking Improvements
- Laflin Design Group - Prairie & Lathem Park Topographic Survey
- Lakewood Homes - Spray Irrigation Concept Plan
- Laramar Development Group - Hinsdale Lake Terrace Apartment Drainage Improvements
- M.I.C. Inc. - Peg Bond Bandshell Utility Relocation
- NAI Hiffman - 75th & Meadowridge Dr, Wetland Investigation
- Northern Moraine Wastewater Reclamation District - District Engineer
- Northern Moraine Wastewater Reclamation District - Roberts Rd Review/ Inspect
- Northern Moraine Wastewater Reclamation District - Auto Zone Review/ Inspect
- Northern Moraine Wastewater Reclamation District - Camping World Rev/Inspect
- Northern Moraine Wastewater Reclamation District - Christine Lane San Sewer Extension
- Northern Moraine Wastewater Reclamation District - Darrell Rd Easement Acquisition
- Northern Moraine Wastewater Reclamation District - Darrell Rd. Interceptor Final
- Northern Moraine Wastewater Reclamation District - Darrell Road Interceptor Project
- Northern Moraine Wastewater Reclamation District - Deer Grove Review/Inspect
- Northern Moraine Wastewater Reclamation District - Hillside Estates Review/Inspect
- Northern Moraine Wastewater Reclamation District - Island Lake Seawall/Manhole Rehabilitation
- Northern Moraine Wastewater Reclamation District - Lakemoor Lift Station Rehabilitation Project

***Experience Continued***

- Northern Moraine Wastewater Reclamation District - Lakemoor P.W. Review/ Inspect
- Northern Moraine Wastewater Reclamation District - Matthews Middle School Rev/Con. Inspect
- Northern Moraine Wastewater Reclamation District - NPDES Permitting
- Northern Moraine Wastewater Reclamation District - Peterson Property
- Northern Moraine Wastewater Reclamation District - Pine Ridge Sub Rev/Construction Inspect
- Northern Moraine Wastewater Reclamation District - Pineview Common Rev/Construction Inspect
- Northern Moraine Wastewater Reclamation District - Port Barrington Low Pressure Sanitary Sewer Improvements Phases I and II
- Northern Moraine Wastewater Reclamation District - Port Barrington LPSSS
- Northern Moraine Wastewater Reclamation District - Prairie Wood Subdivision Review and Construction Inspection
- Northern Moraine Wastewater Reclamation District - Rodewald Property Review
- Northern Moraine Wastewater Reclamation District - Rte 120 Interceptor and Low Pressure Sanitary Sewer
- Northern Moraine Wastewater Reclamation District - Savannah of Lakemoor Review
- Northern Moraine Wastewater Reclamation District - The Townhomes of Lakemoor Review and Construction Inspection
- Northern Moraine Wastewater Reclamation District - Thornton's Lake Rev/Inspection
- Northern Moraine Wastewater Reclamation District - Village of Holiday Hills Low Pressure Sewer System Study
- Northern Moraine Wastewater Reclamation District - Walgreens Review/Inspection
- Northern Moraine Wastewater Reclamation District - Walnut Glen Review/ Inspect.
- NRB Land, LLC - Thatcher Meadows Development Review
- Oppenheimer, Wolf & Donnelly, LLP - CNRC Perrysville Crossing Survey Railroad Derailment Investigation
- Plato Center Township - Plato Center Park Site and Field Improvements
- Plato Center Township - Plato Center Township Depot Restoration
- Plato Center Township - Stonecrest Center Development
- Rig Source Inc. - Rig Source Site Improvements
- Shales McNutt Construction - 1280 Summit Street Parking Improvements
- Touhy Mobile Homes Park, Inc. - 2003 Water System Improvements
- TRI-COM - TRI-COM Groundwater Management Improvements
- Upland Design, Ltd. - South Mill Creek Community Park



***Experience Continued***

- Vanguard Community Management - Fieldstone Homeowners Association Drainage Improvements
- Vanguard Community Management - Newport Way Fence Survey
- Vermeer-Illinois, Inc - Vermeer Monument Sign
- Village of Addison - 2007 Watermain & Street Resurfacing Project
- Village of Addison - Belmont Sanitary Water Improvements
- Village of Addison - Highview Ave Watermain Improvements
  
- Village of Addison - Jo Ann Lane Sewer Replacement
- Village of Addison - Wesley School Drainage Improvements
- Village of Bartlett - U46 Sanitary Sewer Extension Improvements
- Village of Bensenville- Jefferson Street Corridor Watermain Improvements
- Village of Bloomingdale - Schick Rd & Springfield Drive Street Lighting Improvements
- Village of Burr Ridge - Forest Hill Road Improvements
- Village Of Carpentersville - 2002 Lift Station Improvements
- Village Of Carpentersville - 2003 MFT Sidewalk R & R Program
- Village Of Carpentersville - 2003 MFT Sidewalk R & R Program
- Village Of Carpentersville - 2004 Sidewalk Repair Project
- Village Of Carpentersville - Salt Storage Facility
- Village of East Dundee - Wastewater Treatment Plant Expansion
- Village of Mundelein - IL Rte 45 Sanitary Sewer Improvements
- Village of Mundelein - Lift Station No. 3 Improvements
- Village of Roselle - NPDES Permitting
- Village of Sugar Grove - Mallard Point Drainage Review and Improvements
- Village of Sugar Grove - Stafford Woods Drainage Improvements

**James M. McKenzie, P.L.S.**

Since joining the team at Trotter & Associates, Inc, Mr. James M. McKenzie has served as the director of Land Surveying. With a degree specializing in Land Surveying, Mr. McKenzie has extensive experience in surveying, cadastral surveys, route surveys, environmental surveys, and construction layout for commercial, industrial, residential and roadways.

He has successfully managed and surveyed countless high profile projects with challenging deadlines and has an approach that focuses on hard work through planning and good communication.

***Education***

- B.S. in Engineering and Technology, 1986  
*Southern Illinois University at Carbondale*
- A.A.S. in Pre-Engineering, 1984  
*Waubonsee Community College*

***Professional Licenses***

- Licensed Professional Land Surveyor  
*State of Illinois No. 035-003247*

***Professional Affiliations***

- Illinois Professional Land Surveyor Association

***Experience***

***Land Survey and Construction Staking***

- Windstone Valley – 214 Single Family lots in a 160 acre development in Sugar Grove, IL.
- Harvell Farms – 265 single family lots in a 110 acre development in Batavia, IL.
- Mill Creek Subdivision - residential mixed use in a 97 acre development in Batavia, IL.
- Raintree Village Subdivision – residential mixed use in a 350 acre development in Yorkville, IL.
- Sable Ridge Subdivision – residential mixed use in a 400 acre development in Joliet, IL.
- Shorewood Glen Subdivision– an active adult community in a 240 acre development in Shorewood, IL.
- Westwood Estates – a senior housing community in a 20 acre development in Kankakee, IL.
- Shorewood Commons – a 45 acre mixed use retail center in Shorewood, IL.
- Crete Commons – a 120 acre mixed use retail center in Crete, IL.
- IDOT – Plat of Highways, design surveys and construction layout.

***Experience Continued***

- ISTHA – System wide mapping, Plat of Highways review, surveys for property acquisition, wetlands survey.
- Michigan Department of Transportation – Bridge scour analysis of 135 bridge structures.
- DuPage County – design surveys, grade separation surveys, Plat of Highways, Right of Way surveys.
- City of Joliet – design surveys for the Neighborhood Improvement Programs for city streets.
- City of Joliet – topographic survey and inspection of the Rock Run Interceptor sewer.
- CSX Railroad – design surveys, bridge clearance surveys, topographic surveys and construction layout.
- Chicago and Northwestern Railroad – design surveys, Right of Way surveys, topographic surveys.
- CTA- Air rights surveys, design surveys, and construction layout.
- Canadian National Railroad – boundary survey of their Markham Yard Facility in Homewood, IL.
- Lake County – Survey the 36 Square mile Sequoit Creek watershed for hydraulic modeling.
- U.S. Army Corp of Engineers – Hydrographic and topographic survey of the Chicago River Locks and turning Basin.
- Village of Bensenville- Jefferson Street Corridor Watermain Improvements

**John A. Pfortmiller**

While at Trotter and Associates Mr. Pfortmiller has excelled at all duties and tasks of a Surveyor. Mr. Pfortmiller has over 25 years experience completing land surveys and construction related duties. Mr. Pfortmiller's work primarily includes topographic survey as well as the construction layout of the same project. Mr. Pfortmiller's duties also include the investigation of all subsurface utilities. He is responsible for locating and determining the routing underground utilities including but not limited to storm sewers, sanitary sewers, water main, pipe lines, gas mains, electric lines, and phone lines. His information is then presented to the engineers and incorporated into the Final Engineering Plans. While completing storm manhole inspections, Mr. Pfortmiller examines each manhole to determine pipe routing, size, material and condition.

***Education***

Full Point Station Operation - Trimble  
GPS Operation and Data Collection - Trimble  
Rockford Community College – Roadway Survey Course  
Illinois Department of Transportation – Technology Transfer Course  
e-RAILSAFE System Safety Class - 2009  
CN On Track Safety Trained - 2009

***Experience***

***Topographic Survey and Construction Staking***

- Illinois Route 64 & Burlington Road Improvements– Route Survey/ Construction Staking
- Illinois Route 120 – Route Survey from Darrell Road to US Route 12/ IL Route 59
- FAI 94 Bishop Ford Expressway – Resurfacing Project Construction Staking
- CNRC Perrysville Crossing –Railroad Derailment Investigation Survey
- DeKalb Sanitary District -Wastewater Treatment Plant Drainage Improvements topographic Survey
- Northern Moraine Wastewater Reclamation District- Darrel Road Interceptor Sewer Topographic Survey
- Kane County Forest Preserve- Forest Preserve Property Topographic Surveys
- St. Charles- Public Works Facility Topographic Survey and Construction Layout and Well #8 Construction Layout
- Batavia Park District- Quarry Park Well #2 Improvement Topographic Survey
- Batavia Park District – Tanglewood Hills Topographic Survey and Construction Staking
- Village of East Dundee- Wastewater Treatment Plant As-built Survey
- Addison - Jo Ann Lane Sanitary Improvements Topographic Survey
- Addison – Church Street Roadway Rehabilitation and Watermain Replacement
- Rig Source Building Expansion and Site Construction Staking

***Experience Continued***

- Harbour Construction– Freedom Commons Site Development Construction Staking
- Harbour Construction– Local 399 Site Development Construction Staking & Monitoring Points
- Village of Bensenville- Jefferson Street Corridor Watermain Improvements

**Martin D. Dopke**

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Since joining Trotter and Associates Mr. Dopke has served as a Senior CAD Technician. Mr. Dopke's years of engineering experience has allowed him to perform a variety of duties, ranging from design and layout to construction inspection/management for the many types of improvement projects that Trotter and Associates have been involved with.

The majority of the projects that Mr. Dopke has been associated with at Trotter and Associates involved land development and capital improvement projects. These projects have included a broad range of civil engineering improvements including but not limited to roadways, parks, storm and sanitary sewers, stormwater management, and mass grading. Mr. Dopke's combination of office, field and technical experience along with strong teamwork skills allows Trotter and Associates to attain the foresight to provide its clients with practical and comprehensive engineering plans.

Mr. Dopke's previous work experience includes 25 years at Robert H. Anderson & Associates. While at R.H.A.&A. Marty was promoted from an entry level draftsmen to Senior CAD Technician, where his duties ranged from topographical surveying to design/drafting to construction layout/staking and observation .

Mr. Dopke has worked with Project Engineers, Land Planners, Land Surveyors, Construction Managers, Private Developers and Government Officials, in the completion of a variety engineering projects, residential, commercial and municipal in nature.

***Education***

- A.A.S., Drafting and Design - Elgin Community College, 1974-1976

***Registration***

- Certified Public Infrastructure Inspector (CPII) – American Public Works Association

***Experience***

- Batavia Park District - Big Woods Park
- Batavia Park District - Clark Island Improvements
- Batavia Park District - West Main Community Park Phases I and II
- Batavia Park District - Quarry Park Water System
- City of Batavia - NPDES Permit
- City of Batavia - Sanitary Sewer Evaluation Study
- City of St. Charles – 2004 WWTP Expansion
- DeKalb Sanitary District – 2005, 2006, 2007 & 2009 Sewer Lining Project
- DeKalb Sanitary District – 2007 & 2009 Spot Repair Project
- DeKalb Sanitary District – Lion's Park Lift Station
- DeKalb Sanitary District – Country Club Lift Station Improvements

***Experience Continued***

- DeKalb Sanitary District – Phase 1A Biosolids Rehabilitation Project
- DuPage County Public Works – Marionbrook Vactor Receiving Station
- Foote, Meyers, Mielke, Flowers LLC - 200 W Main Street Bank Improvements
- Harbour Contractors, Inc. - Freedom Commons Lots 1 & 14 Construction Layout
- Harbour Contractors, Inc. - Local 399 Construction Layout
- Kane County Forest Preserve – Fox River Trail (thru Valley View), Randall Road Bike Path and Bridge (Dean St. to Silver Glen Rd.) and the Leroy Oaks Pond
- Northern Moraine Wastewater Reclamation District - Darrell Rd. Interceptor Final
- Northern Moraine Wastewater Reclamation District - Island Lake Seawall/Manhole Rehabilitation
- Northern Moraine Wastewater Reclamation District - Prairie Wood Subdivision Construction Inspection
- Oppenheimer, Wolf & Donnelly, LLP (CNRC Perrysville Crossing Survey Railroad Derailment Investigation
- Plato Center Township - Plato Center Park Site and Field Improvements
- Stan White Trucking and Excavating - Kane County Judicial Sheriff's Office Construction Layout
- St. Charles Park District – Kirk Road Bike Path and Route 31 Bike Path
- St. Charles Police Department – Public Safety Training Facility
- South Elgin (Callahan Construction Co.) - Parkside Woods Development
- TAB Construction Company - Wasco Railway Center
- Tri-Com- Tri-Com Dispatch Center and Access Road
- Village of Algonquin - East Basin Sanitary Sewer Study
- Village of Algonquin – Phase 6 WWTP Expansion
- Village of Addison – Church Street Roadway Rehabilitation & Watermain Replacement
- Village of Addison - Highview Ave Watermain Improvements
- Village of Addison - Wesley School Drainage Improvements
- Village of Carpentersville – Salt Storage Facility
- Village of Carpentersville- 2003 MFT Sidewalk Program
- Village of East Dundee – 2004 WWTP Expansion
- I.D.O.T.& F.A.U. Projects - East Dundee, Elgin, St. Charles, & McHenry County
- Various Municipal Projects (inc. Roadway, Sewer and Water) in - East Dundee, Elgin, Hanover Park, Malta, St. Charles, West Dundee and Kane County
- Various Commercial/Industrial Development Projects within the – City of Aurora, City of Batavia, City of St. Charles and City of Geneva
- Various Residential Development Projects within the – City of Aurora, City of Batavia, City of Elgin, City of St. Charles, City of Geneva and Kane County
- Village of Bensenville- Jefferson Street Corridor Watermain Improvements

## **REFERENCES**





MR. JOHN LAMB  
CITY OF ST. CHARLES  
2 E. MAIN STREET  
ST. CHARLES, ILLINOIS 60174  
(630) 377-4918

MR. MARK EDDINGTON, P.E.  
DEKALB SANITARY DISTRICT  
303 HOLLISTER AVE, P.O. BOX 624,  
DEKALB, ILLINOIS 60115  
(815) 758-3513

MR. ANDY WARMUS  
VILLAGE OF ALGONQUIN  
110 MEYER DRIVE  
ALGONQUIN, IL 60102  
(847) 658-2754

MR. BYRON RITCHASON  
CITY OF BATAVIA  
101. NORTH ISLAND AVENUE  
BATAVIA, IL 60510  
(630) 879-1424

MR. RON JOHNSON  
VILLAGE OF BARTLETT  
1150 BITTERSWEET DRIVE  
BARTLETT, ILLINOIS 60103  
(630) 837-4912

MR. ERIC LECUYER  
NORTHERN MORAINES WRD  
420 TIMBER TRAIL P.O. BOX 240  
ISLAND LAKE ILLINOIS 60042  
(847) 526-3300

MR. RON BOCKENHAUER  
VILLAGE OF EAST DUNDEE  
120 BARRINGTON AVENUE  
EAST DUNDEE, IL 60118  
(847) 428-4221

MR. NICK KOTTMAYER  
DUPAGE COUNTY PUBLIC WORKS  
421 N. COUNTY FARM ROAD  
WHEATON, ILLINOIS 60187  
(630) 407-6800

MR. JOHN CHRYSOGELOS  
VILLAGE OF ADDISON  
711 NORTH ADDISON RD  
ADDISON, ILLINOIS 60101  
(630) 620-2020

MR. JOHN LARocca  
VILLAGE OF ROSELLE  
474 CONGRESS CIRCLE NORTH  
ROSELLE, IL 60172  
(630) 980-2024

MR. JIM HUCHEL  
CITY OF CRYSTAL LAKE  
100 W WOODSTOCK  
CRYSTAL LAKE ILLINOIS 60114  
(847) 459-2020

MR. PAUL MAY  
VILLAGE OF BURR RIDGE  
451 COMMERCE STREET  
BURR RIDGE, ILLINOIS 60527  
(630) 323-4733 EXT 450

MR. STEVE VELLA  
VILLAGE OF FOX LAKE  
200 INDUSTRIAL DRIVE  
FOX LAKE, ILLINOIS 60020  
(847) 587-3694

MR. BRENT EICHELBERGER  
VILLAGE OF SUGAR GROVE  
10 MUNICIPAL DRIVE  
SUGAR GROVE, ILLINOIS 60554  
(630) 466-7508

**Regulatory References**

MR. AL KELLER, P.E.  
ILLINOIS EPA - PERMITS  
1021 NORTH GRAN AVENUE  
SPRINGFIELD, ILLINOIS 62794  
(217) 782-0610

MR. GARY BINGENHEIMER, P.E.  
ILLINOIS EPA - FINANCE  
1021 NORTH GRAN AVENUE  
SPRINGFIELD, ILLINOIS 62794  
(217) 785-3492

MS. HEIDI ALLEN  
ILLINOIS EPA - FINANCE  
1021 NORTH GRAN AVENUE  
SPRINGFIELD, ILLINOIS 62794  
(217) 782-3362

MS. KATHY CHERNICH  
REGULATORY BRANCH  
ARMY CORPS OF ENGINEER  
111 NORTH CANAL STREET  
CHICAGO, ILLINOIS 60606-7206  
(312) 353-6428 EXT. 4039



**SAMPLE INSPECTION REPORTS**



## **WEEKLY FIELD REPORT**

<b>Report No.:</b>	9	<b>Project:</b>	Darrell Rd. Interceptor Waters Edge
<b>Week of:</b>	December 13, 2010 – December 19, 2010	<b>Project No.:</b>	NMW-012E
<b>Owner:</b>	Northern Moraine Wastewater Reclamation District 420 Timber Trail, P.O. Box 240 Island Lake, Illinois 60042	<b>Resident Project Representative:</b>	Lenard E. Lynn, CPII
<b>Contractor:</b>	Berger Excavating Contractors, Inc. 1205 Graland Road Wauconda, IL 60084	<b>Engineer:</b>	Trotter and Associates, Inc. 40W201 Wasco Road, Suite D St. Charles, Illinois 60175 Phone: (630) 587-0470

<b>Work Observed This Week</b>
<p><b>Monday, December 13, 2010 (Weather, Cloudy, 7°-16°)</b></p> <p><b>Tuesday, December 14, 2010 (Weather, Cloudy, 5°-21°)</b></p> <p><b>Wednesday, December 15, 2010 (Weather, Partly Cloudy, 2°-25°)</b></p> <p><b>Thursday, December 16, 2010 (Weather, Cloudy, 18°-28°)</b></p> <p><b>Friday, December 17, 2010 (Weather, Partly Cloudy 7°-21°)</b>  During this day BEC performed "Mandrel Deflection Testing" on the previously installed 24" C905 DR-25 PVC and the 42" C905 DR-25 PVC pipe. See the attached Sanitary Sewer Testing Report for the results of these test. This complete the Testing of this Sanitary Sewer System with the exception of the Review of the Video Tapping that TAI has not yet received. BEC was also patching the area around the pipes on the inside of the Manhole where the pipes meet the Manhole.</p> <p>To the best of my knowledge all material installed was per the approved Engineering Plans and Specifications</p>



**Materials / Equipment / Manpower:**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Superintendent							
Foreman							
Laborers					2		
Operators							
Trucks/Drivers							
Other							
<b>Total</b>					<b>2</b>		

**Requested Revisions & Interpretations:**

None

**Construction Deficiencies Reported to General Contractor This Date and/or Corrected This Date:**

None

**Material Delivered:**

None

**General Comments:**

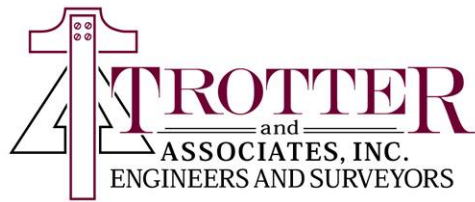
None

**Equipment:**

None

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Lenard E. Lynn, CPII



## Sanitary Sewer Testing Report

Contractor:	BEC	Date:	12/13/2010 – 1219/2010
Developer/Owner:	NMWRD	Project:	Darrell Road Interceptor/Waters Edge
Engineer:	TAI	Observer:	LEL

### Type of Test

**X** Air Pressure Test

Deflection Test

Manhole Vacuum Test

Manhole # To Manhole #	Length (Feet)	Time Min:Sec.	Dia. (Inches)	Initial Press.	Final Press.	Results
<b><u>Air Pressure</u></b>						
<del>119-120 (11-22-10)</del>	<del>242</del>	<del>153:50</del> 2°33'50"	<del>42</del>	<del>4.0</del>	<del>3.9</del>	<del>Passed</del>
<del>120-121 (11-11-10)</del>	<del>180</del>	<del>128:12</del> 2°08'12"	<del>42</del>	<del>4.1</del>	<del>4.0</del>	<del>Passed</del>
<del>121-122 (11-10-10)</del>	<del>190</del>	<del>128:12</del> 2°08'12"	<del>42</del>	<del>4.0</del>	<del>3.9</del>	<del>Passed</del>
<del>122-123 (11-10-10)</del>	<del>168</del>	<del>128:12</del> 2°08'12"	<del>42</del>	<del>4.0</del>	<del>3.8</del>	<del>Passed</del>
<del>123-Exist (11-09-10)</del>	<del>32</del>	<del>34:11</del> 0°34'11"	<del>24</del>	<del>4.0</del>	<del>3.5</del>	<del>Passed</del>
<b><u>Vacuum</u></b>						
<del>MH-119 (11-22-10)</del>	<del>-</del>	<del>1:30</del>	<del>72</del>	<del>10.0</del>	<del>10.0</del>	<del>Passed</del>
<del>MH-120 (11-22-10)</del>	<del>-</del>	<del>1:30</del>	<del>72</del>	<del>10.0</del>	<del>10.0</del>	<del>Passed</del>
<del>MH-121 (11-22-10)</del>	<del>-</del>	<del>1:30</del>	<del>72</del>	<del>10.0</del>	<del>10.0</del>	<del>Passed</del>
<del>MH-122 (11-23-10)</del>	<del>-</del>	<del>1:30</del>	<del>72</del>	<del>10.0</del>	<del>10.0</del>	<del>Passed</del>
<del>MH-123 (11-29-10)</del>	<del>-</del>	<del>1:30</del>	<del>72</del>	<del>10.0</del>	<del>10</del>	<del>Passed</del>
<b><u>Deflection</u></b>						
<del>119-120 (12-17-10)</del>	<del>242</del>	<del>-</del>	<del>42</del>	<del>-</del>	<del>-</del>	<del>Passed</del>
<del>120-121 (12-17-10)</del>	<del>180</del>	<del>-</del>	<del>42</del>	<del>-</del>	<del>-</del>	<del>Passed</del>
<del>121-122 (12-17-10)</del>	<del>190</del>	<del>-</del>	<del>42</del>	<del>-</del>	<del>-</del>	<del>Passed</del>
<del>122-123 (12-17-10)</del>	<del>168</del>	<del>-</del>	<del>42</del>	<del>-</del>	<del>-</del>	<del>Passed</del>
<del>123-Exist (12-17-10)</del>	<del>32</del>	<del>-</del>	<del>24</del>	<del>-</del>	<del>-</del>	<del>Passed</del>

Test Witnessed By: \_\_\_\_\_ Lenard E. Lynn, CP II  
Signature

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**View 1**

Photo showing the 24”  
Mandrel used for the  
Deflection Testing.



**View 2**

Photo showing the 42”  
Mandrel used for the  
Deflection Testing.

## **WEEKLY FIELD REPORT**

<b>Report No.:</b>	18	<b>Project:</b>	DeKalb Sanitary District – Tertiary Filter Building Rehabilitation
<b>Week:</b>	January 2 – January 8, 2012	<b>Project No.:</b>	DSD-046
<b>Owner:</b>	DeKalb Sanitary District	<b>Resident Engineer:</b>	Mike Holland, P.E. Chris Marschinke, E.I.T.
<b>Contractor:</b>	Madison Construction Company 15657 S. 70 <sup>th</sup> Court Orland Park, Illinois 60462 Phone: (708) 535-7716 Fax: (708) 535-7791	<b>Engineer:</b>	Trotter and Associates, Inc. 40W201 Wasco Road, Suite D St. Charles, Illinois 60175 Phone: (630) 587-0470 Fax: (630) 587-0475

### **Work Observed This Week – January 2 through January 8, 2012**

**Monday, January 2, 2012** – (Overcast, Low 20's AM, Low 20's PM) – No work scheduled; site visit not made. *(Day 106 of Construction, 118 Days to Substantial Completion)*

**Tuesday, January 3, 2012** – (Sunny, High 10's AM, High 20's PM) – Madison Construction provided site superintendence as well as assistance to site subcontractors.

Area Erectors began installation of structural steel members throughout the Tertiary Filter Building, including the three columns along the north wall of this building, as well as the two easternmost W-30 beams.

At 8:30 AM Chris Marschinke with Trotter and Associates arrived on site and found the post-installed adhesive anchors for the three columns along the north wall of the Tertiary Filter Building to be projecting between 6" and 9.5". Chris Marschinke informed Wally Goc with Madison Construction that per the approved shop drawings, these adhesive anchors are to be 14" long with a 4" projection, thus indicating an embedment of 10" into the existing concrete. Wally Goc stated that the plans indicate a required 8" embedment as opposed to the shop drawings which require 10", and also stated that some of the adhesive anchors installed were 18" as opposed to the 14" indicated on the shop drawings. Chris Marschinke informed Quentin Clark of Madison Construction of this issue via email at 3:00 PM, and stated that if the 8" embedment requirement were to govern, Garbe Iron Works would have to provide written authorization from their relevant structural engineer stating that the 10" embedment was not necessary for their engineered system. Additionally, Chris Marschinke stated in this email that as the adhesive anchors were installed without TAI present to measure the lengths of the anchors prior to installation, it could only be assumed that the anchors used were 14" per the shop drawing, and if in fact 18" anchors were provided and installed Garbe Iron Works would need to provide verification that these rods were supplied to the site. *(Day 107 of Construction, 117 Days to Substantial Completion)*

**Wednesday, January 4, 2012** – (Mostly Sunny, High 20's AM, High 30's PM) – Madison Construction provided site superintendence as well as assistance to site subcontractors.

Bos & Son continued laying concrete masonry around the structural steel members placed by Area Erectors, and also continued laying face brick along the west exterior wall of the Tertiary Filter Building.

Area Erectors continued installation of structural steel members throughout the Tertiary Filter Building, including the two remaining W-30 beams. *(Day 108 of Construction, 116 Days to Substantial Completion)*

**Thursday, January 5, 2012** – (Mostly Sunny, Mid 20's AM, High 40's PM) – Madison Construction provided site superintendence as well as assistance to site subcontractors.

Bos & Son continued laying concrete masonry around the structural steel members placed by Area Erectors, and also continued laying face brick along the west exterior wall of the Tertiary Filter Building.

Area Erectors continued installation of W-10 structural steel members between the W30 beams placed previously throughout the Tertiary Filter Building for the roofing system.

A construction meeting was held today at 10:00 AM between members of the District, Trotter and Associates, and Madison Construction and Tri-R Systems. See meeting minutes for further items discussed. (*Day 109 of Construction, 115 Days to Substantial Completion*)

**Friday, January 6, 2012** – (Sunny, High 30's AM, Mid 50's PM) – Madison Construction provided site superintendence as well as assistance to site subcontractors.

Madison Coatings began application of L69F Epoxoline paint system to the galvanized steel of the precast lintels, as well as the steel bearing angles for the brick at each window throughout the Tertiary Filter Building.

Bos & Son continued laying face brick along the south and west exterior walls of the Tertiary Filter Building.

Area Erectors continued installation of W-10 structural steel members between the W30 beams placed previously throughout the Tertiary Filter Building for the roofing system. (*Day 110 of Construction, 114 Days to Substantial Completion*)

**Saturday, January 7, 2012** – (Mostly Sunny, Low 30's AM, Mid 40's PM) – Madison Construction provided site superintendence as well as assistance to site subcontractors.

Madison Coatings began application of L69F Epoxoline paint system to the structural steel members throughout the Tertiary Filter Building.

Bos & Son continued laying face brick along the south and west exterior walls of the Tertiary Filter Building, and began laying chiseled-face masonry units over the arched lintels of the windows along the south wall of this building. (*Day 111 of Construction, 113 Days to Substantial Completion*)

**Sunday, January 8, 2012** – (Mostly Sunny, High 20's AM, Low 40's PM) – Madison Construction provided site superintendence as well as assistance to site subcontractors.

Madison Coatings began application of L69F Epoxoline paint system to the structural steel members throughout the Tertiary Filter Building. (*Day 112 of Construction, 112 Days to Substantial Completion*)

**Materials / Equipment / Manpower:**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Superintendent		1	1	1	1	1	1
Carpenter							
Cement Mason							
Bricklayer							
Electrician							
Laborers							
Operating Eng.		1	1	1			
Plumbers							
Pipefitters							
Painter					3	3	4
Truck Driver							
Iron Worker		6	6	6	6		
<b>Total</b>	<b>0</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>10</b>	<b>4</b>	<b>5</b>

**Additional Work:****Construction Deficiencies Reported to General Contractor This Date and/or Corrected This Date:**

**Tuesday, January 3, 2012** – At 8:30 AM Chris Marschinke with Trotter and Associates arrived on site and found the post-installed adhesive anchors for the three columns along the north wall of the Tertiary Filter Building to be projecting between 6" and 9.5". Chris Marschinke informed Wally Goc with Madison Construction that per the approved shop drawings, these adhesive anchors are to be 14" long with a 4" projection, thus indicating an embedment of 10" into the existing concrete. Wally Goc stated that the plans indicate a required 8" embedment as opposed to the shop drawings which require 10", and also stated that some of the adhesive anchors installed were 18" as opposed to the 14" indicated on the shop drawings. Chris Marschinke informed Quentin Clark of Madison Construction of this issue via email at 3:00 PM, and stated that if the 8" embedment requirement were to govern, Garbe Iron Works would have to provide written authorization from their relevant structural engineer stating that the 10" embedment was not necessary for their engineered system. Additionally, Chris Marschinke stated in this email that as the adhesive anchors were installed without TAI present to measure the lengths of the anchors prior to installation, it could only be assumed that the anchors used were 14" per the shop drawing, and if in fact 18" anchors were provided and installed Garbe Iron Works would need to provide verification that these rods were supplied to the site.

**General Comments:**


Michael Holland, P.E.  
Project Engineer

cc: Mark Eddington, P.E. – DeKalb Sanitary District  
Steve Olsen – DeKalb Sanitary District  
File (DSD046 – 7.30)



## Construction Progression Photos



Bos & Son began laying face brick and chiseled-face units at the window openings in the Tertiary Filter Building south wall



Area Erectors began setting W30 structural steel members, followed by W10 cross-members at the Tertiary Filter Building







Bos laid partial masonry blocks around beam penetrations



Area Erectors installed roof deck support angles around TFB

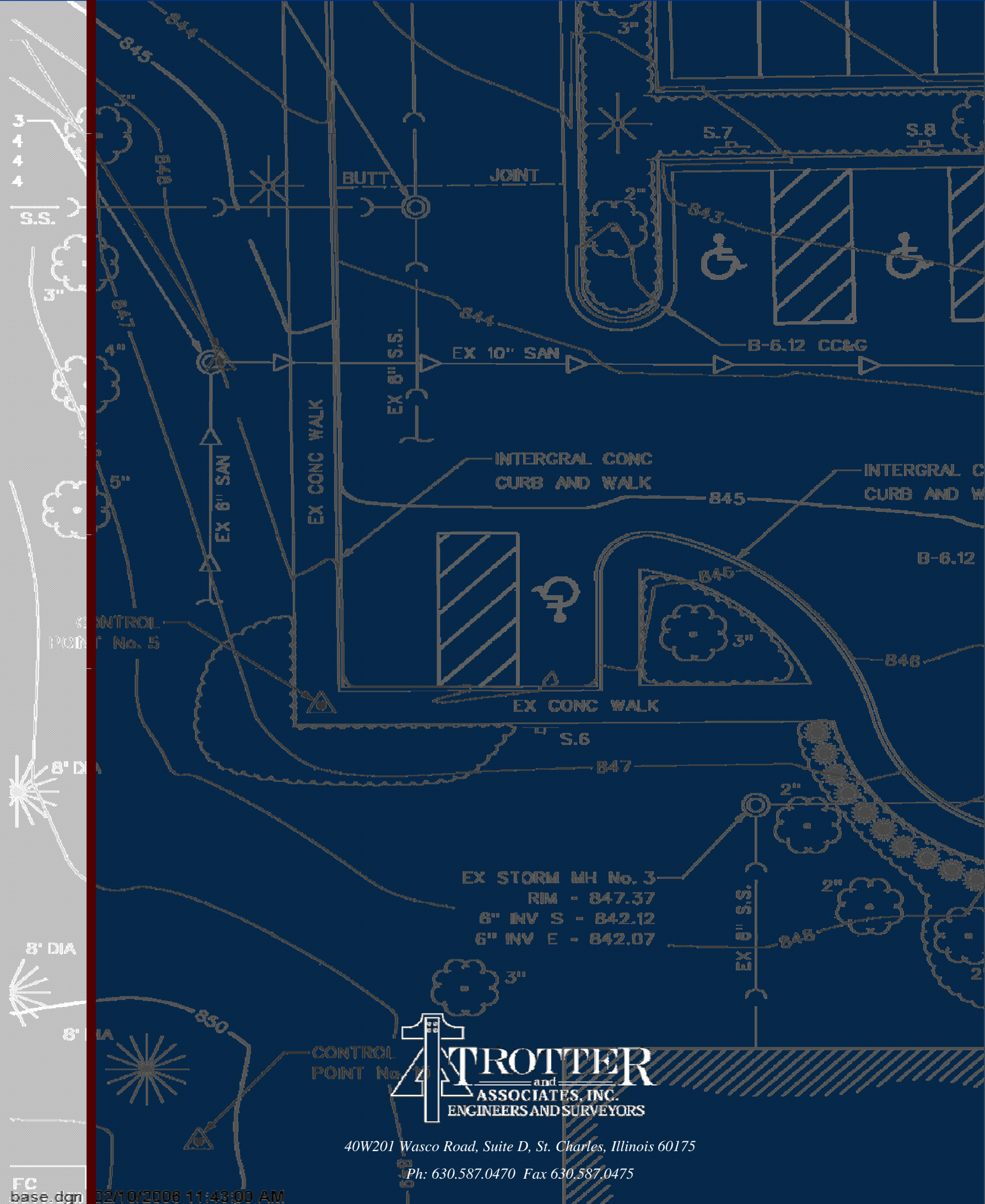


Madison Coatings began applying L69F Epoxoline paint system to the structural steel members throughout the Tertiary Filter Building









40W201 Wasco Road, Suite D, St. Charles, Illinois 60175

Ph: 630.587.0470 Fax 630.587.0475



**TYPE:** Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 8/22/2012

**DESCRIPTION:** Resolution authorizing the execution of a construction contract for the County Line Road Water Main Project with Vian Construction Company, Inc. of Elk Grove Village, IL in the amount of \$296,218.60.

**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:** **08/21/2012**

**BACKGROUND:** The County Line Road Water Main Replacement Project is an emergency project which is a result of frequent breaks caused by deteriorating ductile iron pipe, rot holes, and cracks. These types of breaks are consistent with aging and improper sized pipe. This project is located between Jefferson Street and Green Street. Design engineering was performed by Primera Engineers (approved by the Village Board as an emergency contract on April 24, 2012). The project was advertised for construction on August 1, 2012 with a bid opening on August 10, 2012.

This project consists of replacing approximately 1,200 linear feet of existing 10-inch DIP with 12" PVC water main, 3 new fire hydrants and 5 new valves. Nine new 1 ½" water services will also be installed for the businesses with domestic water coming off of County Line Road. Miscellaneous items of work include pavement patching, C&G removal and replacements in spots, and landscaping.

**KEY ISSUES:** Bids were received on August 10, 2012 for the project. Four (4) contractors submitted bids. Vian Construction Company, Inc. submitted the lowest bid. A summary of the results is included below.

Contractor	Total Bid
Vian Construction Company, Inc.	\$296,218.60
J. Congdon Sewer Service, Inc.	\$341,410.00
Martam Construction	\$397,634.00
Stark & Son Trenching, Inc.	\$444,913.00
Engineer's Estimate (Primera Engineers)	\$391,624.41

**ALTERNATIVES:** Discretion of the Village Board

**RECOMMENDATION:** Award to Vian Construction Company for \$296,218.60. The I&E Committee considered this contract at their August 21, 2012 meeting and unanimously recommended approval (vote 7-0).

**BUDGET IMPACT:** Total contract of \$296,218.60. This is emergency replacement project which was not budgeted for in the CY2012. However, we feel we have sufficient funds available in the water capital fund to cover the construction costs for this project. Acct # 51080860 596000

**ACTION REQUIRED:** Resolution authorizing award of a construction contract to Vian Construction Company, Inc. of Elk Grove Village, IL for the County Line Road Water Main Replacement Project in the amount of \$296,218.60

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT FOR  
THE COUNTY LINE ROAD WATERMAIN REPLACEMENT PROJECT  
WITH VIAN CONSTRUCTION COMPANY, INC. OF ELK GROVE VILLAGE,  
IL IN THE AMOUNT OF \$296,218.60**

WHEREAS the Village of Bensenville has identified the County Line Road as an area in need of water distribution infrastructure improvements, and

WHEREAS the Village of Bensenville has made a significant commitment to upgrade its water distribution infrastructure, and

WHEREAS Vian Construction Company, Inc. of Elk Grove Village, IL submitted the lowest responsible bid at the August 10, 2012 bid opening.

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 execution of a construction contract for the County Line Road Watermain Replacement Project with Vian Construction Company, Inc. of Elk Grove Village, IL in the amount of \$296,218.60, 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, on this \_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED:

\_\_\_\_\_  
Frank Soto  
Village President

ATTEST:

\_\_\_\_\_  
Susan Janowiak, Village Clerk

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

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

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





# Village of Bensenville

2012 County Line Rd. Water Main Project





# SPECIAL PROVISIONS

Village of Bensenville

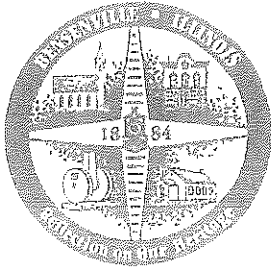
County Line Road Watermain  
Replacement  
from Green Street to Jefferson Street  
Contract No.: PW-2012-12

Contract Documents  
August 15, 2012



100 S. Wacker Drive, Suite 700  
Chicago, Illinois 60606





# Village of Bensenville

## Department of Public Works

717 E. Jefferson Street  
Bensenville, Illinois 60106  
(630) 350-5455 Fax (630) 594-1148



**Addendum # 1**  
**County Line Road Water Main Replacement Project**  
**August 7, 2012 – 8:00 A.M.**

The following two items discussed but not clarified during the pre-bid meeting held on August 3, 2012 are hereby clarified:

**USE OF FA-6 AS TRENCH BACKFILL IN THE PARKWAY**

As discussed at the pre-bid meeting, FA-6 will be used as the backfill material for utility trenches in the parkway. The contractor shall provide trench backfill during watermain construction regardless of proximity to paved surfaces from sta. 11+32 to 13+70. Other areas shall follow sheet 2, Water Distribution, Note 8. These changes have been confirmed with Cook County Highway Department. Below is updated quantity. The contractor must bid the price for the quantity shown below.

<u>Pay Item Description</u>	<u>Quantity</u>	<u>Unit</u>
Trench Backfill	270	CU YD

**END OF ADDENDUM NO. 1**

Authorized Representative:

Vian Construction Co., Inc.

Company Name

President

Title

Vince Rendina

Signature

Vince Rendina

Name (Print)

Date August 7, 2012

The signed copy of this addendum shall be inserted between the cover page and page 1 of the project manual and submitted with the bid document.



# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Vian Construction Co., Inc.

1041 Martha, Elk Grove Village, IL 60007

as Principal, hereinafter called the Principal, and Western Surety Company

333 S. Wabash Ave., Chicago, IL 60604

a corporation duly organized under the laws of the State of SD

as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Bensenville

12 S. Center Street, Bensenville, IL 60106

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of Amount Bid

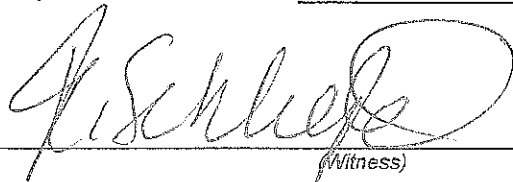
Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Countyline Road Watermain Replacement from Green Street to Jefferson Street, (Contract No. PW-2012-12)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of August, 2012

  
(Witness)

Vian Construction Co., Inc.

(Principal)

(Seal)

By: Jim Fendler - President

(Title)

Western Surety Company

(Surety)

(Seal)

By: Maryann Powell

Attorney-in-Fact Maryann Powell

(Title)



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Maryann Powell , Individually**

of Chicago, IL its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond Number: Bid Bond

Principal: Vian Construction Co., Inc.

Obligee: Village of Bensenville

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of June, 2012.



WESTERN SURETY COMPANY

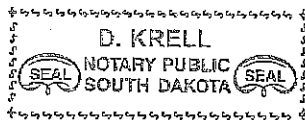
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 21st day of June, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of August, 2012.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary





Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



# VIAN CONSTRUCTION CO., INC.

SEWER AND WATER CONTRACTOR

1041 MARTHA STREET • ELK GROVE VILLAGE, IL 60007

TELEPHONE: (847) 364-5369 • FAX: (847) 364-5371

## Resolution of the Directors Of Vian Construction Co., Inc.

### Resolved That:

VINCE RENDINA, PRESIDENT OF VIAN CONSTRUCTION, CO., INC. is hereby authorized to sign any and all bidders proposals for work under the corporate entity of VIAN CONSTRUCTION CO., INC., along with any contracts and documents related thereto, during the operating calendar/year of 2012.

*The undersigned, being the Secretary of the Corporation, hereby certifies that the foregoing represents a true copy of a Resolution of the Directors of the Corporation, duly held on January 2, 2012, which Resolution is in full force and effect and has not been revoked or amended.*



Anna Rendina, Secretary  
1041 Martha Street  
Elk Grove Village, Illinois 60007.



**PROJECT SPECIFICATIONS  
COUNTY LINE ROAD WATERMAIN REPLACEMENT**

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**DIVISION 0**

**CONTRACT DOCUMENTS**

July 27, 2012

County Line Road  
Watermain Replacement

## SECTION 00030 - ADVERTISEMENT FOR BIDS

### PART 1 GENERAL

#### 1.1 Receipt of Bids

- A. Sealed proposals will be received by the Village of Bensenville for the project entitled "County Line Road Watermain Replacement – Green Street to Jefferson Street" until 11:00 am on Aug 10, 2012 at Village Hall 12 S. Center Street, Bensenville Illinois 60106. Sealed bids will be publicly read at the same. Sealed bids shall be addressed to the Village Hall 12 S. Center Street, Bensenville Illinois 60106 and shall be labeled "County Line Road Watermain Replacement – Green Street to Jefferson Street". The bids shall be attention to "Office of the Village Clerk."

#### 1.2 Work Description

The proposed improvement consists primarily of the following:

- A. Replacement of existing 10" DIWM with 12" PVC Watermain.
- B. Testing of all proposed improvements.
- C. Restoration of all disturbed areas.

#### 1.3 Document Inspection and Procurements

- A. The Contract Documents may be inspected at the following locations.
  1. Village of Bensenville  
717 E. Jefferson Street (Public Works Building)  
Bensenville, Illinois 60106  
630-350-3435
- B. Copies of the Contract Documents may be purchased from:
  1. Primera Engineers, LTD  
100 S. Wacker Drive, Suite 700  
Chicago, IL 60606  
312-242-6437

The payment is non-refundable and is payable to the Village of Bensenville in the form of certified check, cashier's check, or money order. No partial sets of specifications or drawings will be issued. The non-refundable cost for plans and specifications is \$50.00. Addenda will be issued only to plan holders. In the event that the project is postponed or delayed a refund will be given for complete sets of plans and specifications returned to the Village of Bensenville.

1.4 Bonds

- A. The successful bidder will be required to furnish Performance and Payment Bonds on forms provided in the Specifications and Contract Documents, each in an amount equal to 100 percent of the contract price.

1.5 Pre-Bid Conference (Mandatory)

- A. A mandatory Pre-Bid Conference will be held on August 3, 2012 @ 9:00 AM at Village Hall 12 S. Center Street, Bensenville Illinois 60106. **The Village will disqualify the bid of any company that fails to attend the pre-bid conference.**

1.6 Wage Rates

- A. Prevailing Wage Rates as defined by the Illinois Department of Labor for Cook County shall apply to this contract.
- B. The contractor shall pay prevailing wages in accordance with the federal Davis-Bacon wage provisions (40 USC 276a through 276a-5)

1.7 Sales Tax Exemption

- A. The Village of Bensenville is exempt from the Illinois State municipal or county Retailers Occupation Tax, Service Occupation Tax, Use Tax, and Service Use Tax as described in Illinois Revised Statute Chapter 120. Bid prices shall not include the cost of such taxes.

1.8 Rejection of Bids

- A. The Owner expressly reserves the right to reject any or proposals or to accept the one which appears to be in the best interest of the Owner. The Owner expressly reserves the right to waive any informalities or technical irregularities in a bid if to do so is in the best interest of the Owner.

Dated this August 1, 2012

By order of the President and Board of  
The Village of Bensenville, Illinois

END 00030

## SECTION 00050 - BIDDER CERTIFICATION

The following affidavit must be completed, notarized and submitted with the bid package in compliance with Article 33 E of the "Criminal Code of 1961".

I (Name) Vince Rendina, do hereby certify that:

1. I am (Position) President of (Firm Name and Address) Vian Construction Co., Inc. - 1041 Martha St., Elk Grove Village, IL 60007 and have authority to execute this certification on behalf of the firm;

2. The above referenced firm is not barred from bidding on this contract as a result of a violation of either Section 33E-3, Bid-Rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E of the "Criminal Code of 1961".

Signature

Vince Rendina

Date

August 10, 2012.

Corporate Seal

(where appropriate)

## REQUIRED NOTARIZATION

On this 10<sup>th</sup> day of August, 2012, before me appeared (Name) Vince Rendina to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of Firm) Vian Construction Co., Inc. to execute the affidavit and did so at his or her free act and deed.

Signature of Notary Public

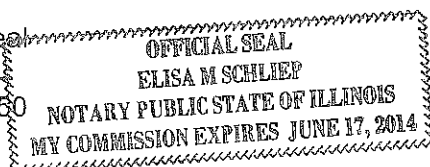
Elisa M. Schliep

Commission Expires

June 17, 2014.

Notary Seal

END 00050



July 27, 2012

00050

County Line Road  
Watermain Replacement

## SECTION 00100 - INSTRUCTIONS TO BIDDERS

### 1. Defined Terms.

1.1 Terms used in these Instructions to BIDDERS which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1996 edition) have the meanings assigned to them in the General Conditions. The term "SUCCESSFUL BIDDER" means the lowest, qualified, responsible BIDDER to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award.

1.2 Bid shall be defined as the information submitted as all or part of the require RFP documents.

### 2. Copies of Bidding Documents.

2.1 Complete sets of the Bidding Documents are available in the number and for the purchase price, stated in the Notice or Invitation to Bid.

2.2 Complete sets of Bidding Documents shall be used in preparing BIDS; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining BIDS on the WORK and do not confer a license or grant for any other use.

### 3. Qualification of BIDDERS.

3.1 To demonstrate qualifications to perform the WORK, each BIDDER must be prepared to submit within five days of OWNER'S request written evidence of the types set forth in the Supplementary Conditions, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each BID must contain evidence of BIDDER'S qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

### 4. Examination of Contract Documents and Site.

4.1 Before submitting a BID, each BIDDER must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress of performance of the WORK, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner effect cost, progress or performance of the WORK; (d) study and carefully correlate

BIDDER'S observations with the Contract Documents and (e) notify the Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

4.2 When requested, OWNER will provide each BIDDER access to the site to conduct such investigations and tests as each BIDDER deems necessary for submission of his BID.

4.3 The lands upon which the WORK is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the WORK are identified in the Supplementary Conditions, General Requirements or Drawings.

4.4 The submission of a BID will constitute an incontrovertible representation by the BIDDER that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the WORK.

## 5. Interpretations.

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to ENGINEER in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## 6. Bid Security- 5% of the total bid amount

## 7. Contract Time.

7.1 The number of days within which, or the date by which, the WORK is to be completed (Contract Time) is set forth in the Bid Form and will be included in the Agreement.

## 8. Liquidated Damages.

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

## 9. Substitute Material and Equipment.

9.1 The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the "effective date of the Agreement". The procedure for submittal of any such application by CONTRACTOR and consideration by ENGINEER is set forth in paragraphs 6.7,

6.7.1 and 6.7.2 of the General Conditions that may be supplemented in the General Requirements.

10. Subcontractors, etc.

- 10.1 If the Supplementary Conditions require the identity of certain Subcontractors and other persons and organizations to be submitted to OWNER in advance of the Notice of Award, the apparent SUCCESSFUL BIDDER, and any other BIDDER so requested, will within seven days after the day of the BID opening submit to OWNER a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the WORK as to which such identification is so required. An experience statement shall accompany such list with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person and organization if requested by OWNER. If OWNER or ENGINEER after due investigation has reasonable objections to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent SUCCESSFUL BIDDER to submit an acceptable substitute without an increase in BID price. If the apparent SUCCESSFUL BIDDER declines to make any such substitution, the contract shall not be awarded to such BIDDER, but his declining to make any such substitution will not constitute grounds for sacrificing his BID Security. Any Subcontractor, other person or organization so listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER.
- 10.2 In contracts where the Contract Price is on the basis of Cost-of-the-WORK plus a fee, the apparent SUCCESSFUL BIDDER, prior to the Notice of Award, shall identify in writing to OWNER those portions of the WORK that such BIDDER proposes to subcontract and after the Notice of Award may only subcontract other portions of the WORK with OWNER'S written consent.
- 10.3 No CONTRACTOR shall be required to employ any Subcontractor, other person or organization against whom he has reasonable objection.

11. Bid Form.

- 11.1 All information included within the RFP Package shall be submitted.
- 11.2 The Bid Form is included as part of the Project Documents. Additional copies may be obtained from ENGINEER.
- 11.3 Bid Forms must be completed in ink or by typewriter. The BID price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.



- 11.4 BIDS by corporations must be executed in the corporate name by the president or a vice-president or other corporate officer (accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
  - 11.5 BIDS by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
  - 11.6 All names must be typed or printed below the signature.
  - 11.7 The BID shall contain an acknowledgment of receipt of all addenda (the numbers of which shall be filled in on the Bid Form).
  - 11.8 The address to which communications regarding the BID is to be directed must be shown.
12. Submission of Bids.
- 12.1 BIDS shall be submitted at the time and place indicated in the "Invitation to Bid" and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the BIDDER and accompanied by the BID Security and other required documents. If the BID is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.
13. Modification and Withdrawal of Bids.
- 13.1 BIDS may be modified or withdrawn by an appropriate document duly executed (in the manner that a BID must be executed) and delivered to the place where BIDS are to be submitted at any time prior to the opening of BIDS.
  - 13.2 If, within twenty-four hours after BIDS are opened, any BIDDER files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of his BID, that BIDDER may withdraw his BID and the BID Security will be returned. Thereafter, that BIDDER will be disqualified from further bidding on the WORK.
14. Opening of BIDS.
- 14.1 BIDS will be read aloud at the time and location noted within the advertisement or posted at Village Hall.

15. BIDS to Remain Open.

- 15.1 All BIDS shall remain open for thirty days after the day of the BID opening, but OWNER may, in his sole discretion, release any BID and return the BID Security prior to that date.

16. Award of Contract.

- 16.1 OWNER reserves the right to reject any and all BIDS, to waive any and all informalities and to negotiate contract terms with the SUCCESSFUL BIDDER, and the right to disregard all nonconforming, non-responsive or conditional BIDS. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.2 In evaluating BIDS, OWNER shall consider the qualifications of the BIDDERS, whether or not the BIDS comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Forms. It is OWNER'S intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid Form but OWNER may accept them in any order or combination.
- 16.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the WORK as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantee of materials and equipment may also be considered by OWNER.
- 16.4 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any BID and to establish the responsibility, qualifications and financial ability of the BIDDERS, proposed Subcontractors and other persons and organizations to do the WORK in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.
- 16.5 OWNER reserves the right to reject the BID of any BIDDER who does not pass any such evaluation to OWNER'S satisfaction.
- 16.6 If the contract is to be awarded it will be awarded to the best qualified, responsive, responsible BIDDER whose evaluation by OWNER indicates that the award will be in the best interests of the Project.
- 16.7 If the contract is to be awarded, OWNER will give the SUCCESSFUL BIDDER a Notice of Award within ninety days after the day of the BID opening.

17. Performance and Payment Bonds.

- 17.1 Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER'S requirements as to Performance and Payment Bonds. When the SUCCESSFUL BIDDER delivers the executed Agreement to OWNER it shall be accompanied by the required Performance and Payment Bonds.

18. Signing of Agreement

- 18.1 When OWNER gives a Notice of Award to the SUCCESSFUL BIDDER, at least three unsigned counterparts of the Agreement and all other Contract Documents will accompany it. Within fifteen days thereafter CONTRACTOR shall sign and deliver at least three counterparts of the Agreement to OWNER with all other Contract Documents attached. Within ten days thereafter OWNER will delivery all fully signed counterparts to CONTRACTOR. ENGINEER will identify those portions of the Contract Documents not fully signed by OWNER and CONTRACTOR and such identification shall be binding on all parties.

END 00100

## SECTION 00300 - PROPOSAL

To the Director of Village of Bensenville, Illinois:

1. Proposal of (Name and Address of Bidder) Vian Construction Co., Inc.  
1041 Martha Street, Elk Grove Village, IL 60007.  
 \_\_\_\_\_ for the improvement designated below.

- A. The proposed improvement consists primarily but is not limited to the following:
1. Replacement of existing 10" DIWM with 12" PVC Watermain.
  2. Testing of all proposed improvements.
  3. Restoration of all disturbed areas.
2. The plans for the proposed improvement are those prepared by Primera Engineers, Ltd., 100 S. Wacker Drive, Suite 700, Chicago, IL 60606. Said plans are designated as Engineering Plans for "County Line Road Watermain Replacement – from Green Street to Jefferson Street" in Bensenville, Illinois and which cover the work described in Paragraph 1 above for the price of:

Sum (in words) Two Hundred Ninety Six  
Thousand Two Hundred Eighteen Dollars and  
Sixty Cents

Sum (in figures) \$ 296,218.<sup>60</sup>

The low bidder will be determined by either the Total for the Base Bid.

SCHEDULE OF PRICES					
	ITEM DESCRIPTION	TOTAL	UNIT	UNIT PRICE	TOTAL COST
<b>Watermain and Appurtenances</b>					
1	6" DIP WM (Class 52)	28	LF	59.00	1,652.00
2	12" PVC WM (AWWA C-900)	1,200	LF	67.00	80,400.00
3	Trench Backfill	270	CU YD	26.00	7,020.00
4	Fire Hydrant and Aux Valve & Box Assembly Complete	3	EA	3,700.00	11,100.00
5	Remove Fire Hydrant and Aux Valve & Box and Salvage	3	EA	200.00	600.00
6	Water Service Line, 1-1/2"	234	LF	55.00	12,870.00
7	Water Service Line, 1-1/2" (Bored)	400	LF	50.00	20,000.00
8	1-1/2" Corporation Stop w/ Strap Saddle	9	EA	900.00	8,100.00
9	12" Gate Valve and Vault (5' Dia)	3	EA	5,000.00	15,000.00
10	6" Gate Valve and Vault (5' Dia)	2	EA	3,490.00	6,980.00
11	Remove Existing B-Box and Cap Service	1	EA	400.00	400.00
12	1-1/2" B-Box	9	EA	240.00	2,160.00
13	Watermain Testing and Chlorination	1	LSUM	2,000.00	2,000.00
14	Remove Existing Valve Vault & Frame and Lid	3	EA	400.00	1,200.00
15	Remove Existing Valve Vault Frame and Lid	1	EA	400.00	400.00
16	Remove Existing 10" Watermain	73	LF	15.00	1,095.00
17	Remove Existing 12" Watermain	10	LF	15.00	150.00
18	Abandon and Fill Existing 10" Watermain	34	CU YD	280.00	9,520.00
<b>Bends, Fittings and Connections</b>					
19	12" 45° Bend (D.I.)	15	EA	600.00	9,000.00
20	12" 22 1/2° Bend (D.I.)	6	EA	520.00	3,120.00
21	12" 11 1/4° Bend (D.I.)	2	EA	520.00	1,040.00
22	6" 11 1/4° Bend (D.I.)	1	EA	400.00	400.00
23	Miscellaneous Fittings	1	LSUM	2,000.00	2,000.00
24	12" Non-Pressure Connection	2	EA	4,870.00	9,740.00
25	6" Non-Pressure Connection	2	EA	3,800.00	7,600.00
26	12"x12"x12" Tee (D.I.)	1	EA	1,100.00	1,100.00
27	12"x12"x6" Tee (D.I.)	5	EA	800.00	4,000.00
28	10" Watermain Plug	6	EA	300.00	1,800.00
29	Temporary Plug for Main Testing	2	EA	1,600.00	3,200.00
<b>Watermain Protection</b>					
30	Watermain Quality Casing 16"	56	LF	60.00	3,360.00
31	Watermain Quality Casing 10"	14	LF	55.00	770.00
Subtotal					227,777.00

August 6, 2012

00300

County Line Road  
Watermain Replacement

	ITEM DESCRIPTION	TOTAL	UNIT	UNIT PRICE	TOTAL COST
<b>Restoration</b>					
32	Furnish and Place Topsoil, 4"	1,830	SQ YD	4.00	7,320.00
33	Salt Tolerant Sod	1,830	SQ YD	3.00	5,490.00
34	Fertilizer	68	Pound	1.70	115.60
35	Class B Patch, 12", Method I, (High Early Strength Concrete)	124	SQ YD	110.00	13,640.00
36	Class D Patch, 12"	19	SQ YD	120.00	2,280.00
37	Removal and Replacement of Concrete Driveway Pavement	184	SQ YD	57.00	10,488.00
38	Removal and Replacement of Bituminous Driveway Pavement	131	SQ YD	40.00	5,240.00
39	Driveway Pavement Removal	54	SQ YD	9.00	486.00
40	Remove & Replace Concrete Curb and Gutter	75	LF	32.00	2,400.00
41	Remove & Reset Street Signs	5	EA	100.00	500.00
<b>Miscellaneous</b>					
42	Mobilization	1	LSUM	2,000.00	2,000.00
43	Traffic Control	1	LSUM	7,200.00	7,200.00
44	Changeable Message Sign	6	CAL MO	200.00	1,200.00
45	Temporary Pavement Marking Tape, Type 3, 24"	43	LF	59.00	2,537.00
46	Exploration Trenching	1	LSUM	1,000.00	1,000.00
47	Inlet Filters	9	EA	180.00	1,620.00
48	Additional Hauling Surcharge, Special Waste	5	LOAD	985.00	4,925.00
<b>Subtotal</b>					68,441.00
<b>Subtotal from Previous Page</b>					227,777.00
<b>TOTAL</b>					296,218.00

SSRBC      *Standard Specifications for Road and Bridge Construction in Illinois – Illinois Department of Transportation, Current Edition.*

SSWSMC      *Standard Specifications for Water and Sewer Main Construction in Illinois, Illinois Society of Professional Engineers, etal. Current Edition.*

3. In submitting this Proposal, the undersigned acknowledges receipt of the following addenda: #1 (8/7/12) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.
4. In submitting this Proposal, the undersigned declares that the only persons or parties interested in the Proposal as principals are those named herein and that the Proposal is made without collusion with any person, firm or corporation.
5. The undersigned further declares that he has carefully examined the Proposal, Plans, Specifications, Agreement and Contract Bond included in the Specifications and Special Provisions, and that he has inspected in detail the site of the proposed work, and that he has familiarized himself with all of the local conditions affecting the Contract and the detailed requirements of construction, and understands that in making this proposal, he waives all right to plead any misunderstanding regarding the same.
6. The undersigned further understands and agrees that, if this proposal is accepted, he is to furnish and provide all necessary machinery, tools, apparatus and other means of construction, and to do all of the work, and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the Owner in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
7. The undersigned further agrees to execute a contract for this work and present the same to the Owner within fifteen (15) days after the date of notice of the award of the contract to him.
8. The undersigned further agrees that he and his surety will execute and present within fifteen (15) days after the date of notice of the award of contract, a contract bond satisfactory to and in the form prescribed by the Owner, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
9. The undersigned further agrees to begin work not later than ten (10) days after the execution and approval of the Contract and Contract Bond, and receipt of "Notice to Proceed" unless otherwise authorized or directed by the Owner and to prosecute the work in such manner and with sufficient materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. **The undersigned agrees substantial completion of the work shall be attained within ninety (90) calendar days and final completion within one hundred twenty days (120) after the date of the "Notice to Proceed".** In case of failure to complete the work within the time named herein or within such extra time as may have been allowed by extensions, the undersigned agrees

July 27, 2012

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County Line Road  
Watermain Replacement



that the Owner shall withhold, from such sums as may be due him under the terms of this contract, the costs set forth in the specifications, which costs shall be considered and treated not as a penalty, but as damages due the Owner from the undersigned by reason of inconvenience to the Owner. The added cost of Engineering and supervision, additional finance charges, and other items which have caused an expenditure of Owner's funds resulting from the failure of the undersigned to complete the work within the time specified in the contract can constitute such damages.

10. Provisions for Liquidated Damages are set forth in the Agreement.
11. If this proposal is accepted and the undersigned shall fail to execute a Contract and Contract Bond as required herein, it is hereby agreed that the amount of the bond, check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay and other causes suffered by Owner because of the failure to execute said Contract and Contract Bond; otherwise said bond, check or draft shall be returned to the undersigned.
12. By submission of the Bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid.
  - A. The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
  - B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the bidder, prior to opening, directly or indirectly to any other bidder or to any competitor; and
  - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
13. Each person signing the bid shall certify that:
  - A. He is the person in the bidder's organization responsible for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to subsection (12) above; or
  - B. He is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to subsection (12) above, and as their agent shall so certify. He shall also certify that he has not participated, and will not participate, in any action contrary to subsection (12) above.

(If an Individual) Signature of Bidder: \_\_\_\_\_ (SEAL)

Business Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(If a Co-partnership) Firm Name \_\_\_\_\_ (SEAL)

Signature of Bidder \_\_\_\_\_

Business Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Insert Names and addresses of all members of the Firm)

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

(If a Corporation) Corporate Name

Vian Construction Co., Inc. (SEAL)

Signature

Vince Rendina  
 President

Attested by:

Anna Rendina  
 Secretary

Business Address

1041 Martha Street  
Elk Grove Village, IL 60007.

(Insert Names of Officers) President

Vince Rendina

Secretary

Anna Rendina

Treasurer

Vince Rendina

July 27, 2012

00300

County Line Road  
 Watermain Replacement

**CERTIFICATE OF NON-DISQUALIFICATION  
UNDER IL. COMPILED STATUTES, CH. 720, SEC. 33E-11**

The undersigned, upon being first duly sworn, hereby certifies to the Village of Bensenville, DuPage County, Illinois, that

Vian Construction Co., Inc.  
(Contractor)

is not barred from contracting with any unit of State or local government, as a result of a violation of Ch. 720, Sec. 33E-4 of the Illinois Revised Statutes.

Vian Construction Co., Inc.  
Name of Contractor

Vince Rendina  
Signature

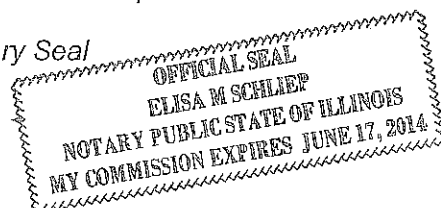
Vince Rendina  
Print/Type Name

President  
Title

Subscribed and sworn to before me this 10<sup>th</sup> day of August, 2012.

Elisa M. Schlier  
Notary Public  
June 17, 2014.  
Commission Expires

Notary Seal



NOTE TO BIDDER: Anyone who makes a false statement, material to this Certification, commits a Class 3 Felony under Ch. 720, Sec. 33E-11(b) of the Illinois Compiled Statutes.

July 27, 2012

00300

County Line Road  
Watermain Replacement

**CERTIFICATE OF COMPLIANCE OF  
ILLINOIS COMPILED STATUTES CH. 65, SEC 11-42.1**

The undersigned, upon being first duly sworn, hereby certifies to the Village of Bensenville, DuPage County, Illinois, that

Vian Construction Co., Inc.  
(Contractor)

is not currently delinquent in the payment of any tax administered by or owed to the Illinois Department of Revenue, or otherwise in default upon any such tax as defined under Chapter 65, Section 11-42.1, Illinois Compiled Statutes.

Vian Construction Co., Inc.  
Name of Contractor

Vince Rendina  
Signature

Vince Rendina  
Print/Type Name

President  
Title

Subscribed and sworn to before me this 10<sup>th</sup> day of August, 2012.

Elise M. Schliep  
Notary Public  
June 17, 2014  
Commission Expires



July 27, 2012

00300

County Line Road  
Watermain Replacement

# CERTIFICATE OF COMPLIANCE WITH SAFETY STANDARDS

The undersigned, upon being first duly sworn, hereby certifies to the Village of Bensenville, DuPage County, Illinois, that

Vian Construction Co., Inc.  
(Contractor)

shall comply with all local, state and federal safety standards.

Vian Construction Co., Inc.  
Name of Contractor

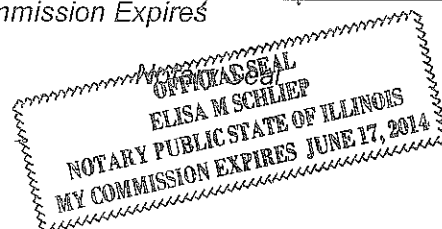
Rene Kench  
Signature

Vince Bendina  
Print/Type Name

President.  
Title

Subscribed and sworn to before me this 10<sup>th</sup> day of August, 2012.

Elisa M. Schlier  
Notary Public  
June 17, 2014.  
Commission Expires



July 27, 2012

00300

County Line Road  
Watermain Replacement

**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 87-1257  
OF THE ILLINOIS HUMAN RIGHTS ACT**

The undersigned, upon being first duly sworn, hereby certifies to the Village of Bensenville, DuPage County, Illinois, that

Vian Construction Co., Inc.  
(Contractor)

complies with the Illinois Human Rights Act as amended by Section 2 - 105, Public Act 87 - 1257 in relation to employment and human rights.

Vian Construction Co., Inc.  
Name of Contractor

Vince Rendina  
Signature

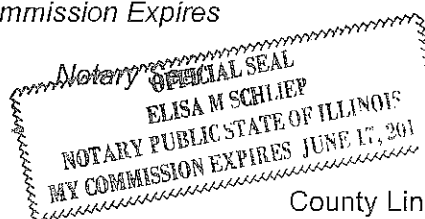
Vince Rendina  
Print/Type Name

President  
Title

Subscribed and sworn to before me this 10<sup>th</sup> day of August, 2012.

Elisa M. Schliep  
Notary Public

June 17, 2014.  
Commission Expires



July 27, 2012

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County Line Road  
Watermain Replacement

**VILLAGE OF BENSENVILLE, ILLINOIS  
FAIR EMPLOYMENT PRACTICES AFFIDAVIT OF COMPLIANCE**

NOTE: THIS AFFIDAVIT MUST BE EXECUTED AND SUBMITTED WITH THE SIGNED BID FORM. NO BIDS WILL BE ACCEPTED BY THE BOARD OF TRUSTEES OF TRICOM DISPATCH CENTER UNLESS SAID AFFIDAVIT IS SUBMITTED CONCURRENTLY WITH THE BID.

Vince Rendina

being first duly sworn, deposes and says that he is the President  
of Vian Construction Co., Inc.  
(Title or Officer)

and that he has authority to make the following affidavit; that he has knowledge of the Village of Bensenville's standards relating to Fair Employment Practices and knows and understands the contents thereof;

that he certifies hereby that it is the policy of Vian Construction Co., Inc.  
(Name of Company)

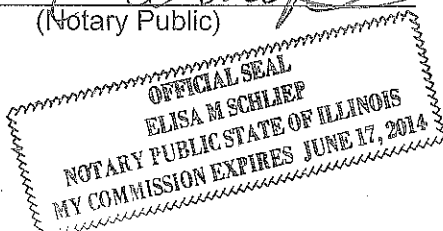
to recruit, hire, train, upgrade, promote and discipline its employees without regard to race, creed, color, religion, age, sex or physical or mental handicap; and that the company has and enforces policies which prohibit sexual harassment in the workplace.

Vince Rendina  
(Signature)

SUBSCRIBED and sworn to before me this 10<sup>th</sup> day of August, 2012

Elisa M. Schliep  
(Notary Public)

END 00300



July 27, 2012

00300

County Line Road  
Watermain Replacement

## SECTION 00500 - AGREEMENT

THIS AGREEMENT is dated as the 28 day of August in the year 2012 by and between Village of Bensenville (hereinafter called OWNER) and Vian Construction, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### Article 1. WORK

CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. WORK is generally described as follows:

The proposed improvement consists primarily of the following:

1. Replacement of existing 10" DIWM with 12" PVC Watermain.
2. Testing of all proposed improvements.
3. Restoration of all disturbed areas.

### Article 2. ENGINEER

Primera Engineers, Ltd. of Chicago, Illinois (hereinafter called ENGINEER) will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the WORK in accordance with the Contract Documents.

### Article 3. CONTRACT TIME

All WORK shall be substantially complete within ~~The undersigned agrees substantial completion of the work shall be attained within ninety (90) calendar days and final completion within one hundred twenty days (120) after the date of the "Notice to Proceed".~~ as provided in Paragraph 2.3 of the General Conditions. All WORK shall be at Final Completion and ready for final payment in accordance with Paragraph 14.13 of the General Conditions before the final completion date.

3.1 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty)



CONTRACTOR shall pay OWNER one thousand dollars and zero cents (\$1,500.00) for each day that expires after the time specified in Paragraph 3 for Substantial Completion until the WORK is accepted by the OWNER.

- 3.2 The contract time may be changed only by a change order. For each change order, CONTRACTOR shall submit to the Engineer for review, sufficient reason for delay to enable the Engineer to ascertain the necessity and reasonableness of the delay, and the allow ability and eligibility of delay proposed.

#### Article 4. CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the WORK in accordance with the Contract Documents in current funds as follows:

- a. Payment shall be made on the basis of the monthly estimates of partial completion, approved by the ENGINEER, except as otherwise provided in the detailed specifications for each class of WORK.

- 4.2 The contract price may be changed only by a change order. For each change order, CONTRACTOR shall submit to the Engineer for review, sufficient cost and pricing data to enable the Engineer to ascertain the necessity and reasonableness of costs and amounts proposed, and the allow ability and eligibility of costs proposed.

#### Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be process by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the second Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the WORK estimated by the ENGINEER.

- 5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to 90% of the WORK completed, and 90% of materials and equipment not incorporated in the WORK but delivered and suitably stored, less in each case the aggregate of payments previously made.

- 5.1.2 Upon Substantial Completion and thereafter, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.7 of the General Conditions.

- 5.2 Final Payment. Upon final completion and acceptance of the WORK in accordance with Paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.13.

## Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representation:

- 6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, WORK, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the WORK.
- 6.2 CONTRACTOR has studied carefully all available reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the WORK which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 6.2 as he deems necessary for the performance of the WORK at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 6.6 CONTRACTOR shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the OWNER shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 6.7 CONTRACTOR shall submit a certification of compliance with Federal Executive Order 12549 regarding debarment, suspension and other responsibility.
- 6.8 The award or execution of all subcontracts by a prime CONTRACTOR and the procurement and negotiation procedures used by such prime CONTRACTOR in awarding or executing such subcontracts shall comply with:

- 6.8.1 All provisions of federal, State and local law,

- 6.8.2 All provisions of this Part with respect to fraud and other unlawful or corrupt practices;
- 6.8.3 All provisions of this Part with respect to access to facilities, records and audit or records; and
- 6.8.4 The provision requiring a certification of compliance with federal Executive Order 12549 regarding debarment, suspension and other responsibility matters.

## Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consist of the following:

- 7.1 This Agreement (Pages 1 to 6, inclusive).
- 7.2 Exhibits to this Agreement
- 7.3 Contract, Payment and Performance Bonds
- 7.4 Notice of Award.
- 7.5 Notice to Proceed.
- 7.6 General Conditions.
- 7.7 Supplementary Conditions.
- 7.8 Specifications bearing the title "County Line Road Watermain Replacement – Green Street to Jefferson Street".
- 7.9 Drawings, consisting of "County Line Road Watermain Replacement – Green Street to Jefferson Street" as prepared by Primera Engineers, Ltd..
- 7.10 Addenda No's 1 To 1, inclusive.
- 7.11 CONTRACTOR's Proposal (Pages 1 to 12, inclusive).
- 7.12 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 7.13 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

## Article 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 All claims, counter-claims, disputes and other matters in question between OWNER and the CONTRACTOR arising out of, or relating to this subagreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Illinois.

# Article 9. OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement shall become effective on \_\_\_\_\_, 2012.

Village of Bensenville, Il

by \_\_\_\_\_  
Frank Soto, President  
  
(Corporate Seal)

Attested  
\_\_\_\_\_  
  
(Corporate Seal)

Village of Bensenville  
12 South Center Street  
Bensenville, Il 60106

by \_\_\_\_\_  
President  
  
(Corporate Seal)

Attested  
\_\_\_\_\_  
  
(Notary Seal)

Address for Giving Notices

END 00500

**SECTION 00510 - NOTICE OF AWARD**

Date: August 28, 2012

To: **Vian Construction, Inc., 1041 Martha Street, Elk Grove Village, IL 60007**

Project: County Line Road Watermain Replacement

Owner: Village of Bensenville

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$\_\_\_\_\_. You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of this Notice of Award.

If you fail to execute said agreement and to furnish said BONDS within ten (10) days from the date of this Notice, OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned, and as a forfeiture of your BID BOND. The OWNER will be entitled to any other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Joseph Caracci, Director of Public Works  
Village of Bensenville, Illinois

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Name \_\_\_\_\_

Title \_\_\_\_\_

END 00510

July 27, 2012

00510

County Line Road  
Watermain Replacement

**SECTION 00520 - NOTICE TO PROCEED**Date: August 28, 2012To: **Vian Constrection, Inc., 1041 Martha Street, Elk Grove Village, IL 60007**

Project: County Line Road Watermain Replacement

Owner: Village of Bensenville

You are hereby notified that the contract time for the above referenced project commences to run on \_\_\_\_\_, 2012. On this date you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement the dates of Substantial Completion of the work shall be attained within sixty (60) calendar days and final completion within ninety days (90) after the date of the "Notice to Proceed".

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Joseph Caracci, Director of Public Works  
Village of Bensenville, Illinois

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Name \_\_\_\_\_

Title \_\_\_\_\_

END 00520

**SECTION 00530 - CHANGE ORDER**

Change Order No: \_\_\_\_\_

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

Date of Agreement: \_\_\_\_\_

Project: County Line Road Watermain Replacement

Job Number:

Owner: Village of Bensenville  
 717 E. Jefferson Street  
 Bensenville, IL 60106

Contractor:

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Original Contract Price

\$ \_\_\_\_\_

Amount of Previous Change Order(s)

\_\_\_\_\_

Current Contract Price adjusted by Previous Change Order(s)

\_\_\_\_\_

Change in Contract Price Due to this Change Order

\_\_\_\_\_

Contract Price Including this Change Order

\_\_\_\_\_

Change to Contract Time

\_\_\_\_\_ Calendar Days

The Contract Time will be adjusted by

\_\_\_\_\_ Calendar Days

The date for completion of all work will be

\_\_\_\_\_ Calendar Days

Approvals:

\_\_\_\_\_  
Contractor\_\_\_\_\_  
Primera Engineers, Ltd.\_\_\_\_\_  
Village of Bensenville

END 00530



**SECTION 00610 - PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

\_\_\_\_\_ hereinafter called Principal, and  
(Corporation Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

Village of Bensenville  
(Name of Owner)

717 East Jefferson Street Bensenville, IL 60106  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars, \$(\_\_\_\_\_).

in lawful money of the UNITED STATES OF AMERICA for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_ day of \_\_\_\_\_ 2012 a copy of which is hereto attached and made a part hereof for the construction of:

## County Line Road Watermain Replacement

## BENSENVILLE, ILLINOIS

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of 2012.

ATTEST:

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
PRINCIPAL SECRETARY

(SEAL)

\_\_\_\_\_  
WITNESS AS TO PRINCIPAL

\_\_\_\_\_  
ADDRESS OF WITNESS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

July 27, 2012

00610

County Line Road  
Watermain Replacement

\_\_\_\_\_  
SURETY:

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
SURETY SECRETARY:

(SEAL)

\_\_\_\_\_  
WITNESS AS TO SURETY BY ATTORNEY IN FACT

\_\_\_\_\_  
ADDRESS OF WITNESS

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

NOTE:     Date of BOND must not be prior to date of Contract.  
           If CONTRACTOR is Partnership, all partners should execute BOND.

*IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.*

END 00610

**SECTION 00620 - PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

---

hereinafter called Principal, and

---

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto the Village of Bensenville Illinois, hereinafter called the OWNER, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2012, for the construction of:

**County Line Road Watermain Replacement  
Village of Bensenville, Illinois**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used on connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to work to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the specifications.

PROVIDED, FURTHER, that no final settlement between OWNER and CONTRACTOR shall bridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2012

ATTEST:

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
PRINCIPAL SECRETARY

(SEAL)

\_\_\_\_\_  
WITNESS AS TO PRINCIPAL

\_\_\_\_\_  
ADDRESS OF WITNESS  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SURETY:

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
SURETY SECRETARY:

(SEAL)

July 27, 2012

00620

County Line Road  
Watermain Replacement

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OWNER'S ATTORNEY

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ADDRESS OF ATTORNEY

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IMPORTANT: Surety companies executing bonds must hold certificates of authority as acceptable sureties and be authorized transact business in the State of Illinois.

END 00620

**SECTION 00630 - INSURANCE****CERTIFICATE OF INSURANCE**

COMPANY \_\_\_\_\_ DATE \_\_\_\_\_

THIS IS TO CERTIFY TO \_\_\_\_\_  
(Name of Certificate-Holder)OF \_\_\_\_\_  
(Address of Certificate-Holder)

that on the above date the following described insurance policies, issued by this Company, are in full force and effect:

Name of Insured \_\_\_\_\_

Address of Insured \_\_\_\_\_

TYPE OF INSURANCE		POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
				BODILY INJURY	PROPERTY DAMAGE
WORKMEN'S COMPENSATION				STATUTORY	NO COVERAGE
EMPLOYEE'S LIABILITY					NO COVERAGE
COMPREHENSIVE GENERAL LIABILITY				EACH OCCURRENCE AGGREGATE	EACH OCCURRENCE
COMPREHENSIVE AUTOMOBILE LIABILITY				EACH PERSON EACH OCCURRENCE	EACH OCCURRENCE
AUTO LIABILITY	OWNED AUTOS			EACH PERSON EACH OCCURRENCE	EACH OCCURRENCE
	HIRED AUTOS			EACH PERSON EACH OCCURRENCE	EACH OCCURRENCE
	OTHER NON-OWNED AUTOS			EACH PERSON EACH OCCURRENCE	EACH OCCURRENCE
OTHER					
DESCRIPTION AND LOCATION OF OPERATIONS					

July 27, 2012

00630

County Line Road  
Watermain Replacement



## ABOVE POLICIES INCLUDE THE FOLLOWING COVERAGES

- ☐ PREMISES OPERATIONS – ESCALATORS
- ☐ CONTRACTORS PROTECTIVE INDEPENDENT CONTRACTORS
- ☐ PRODUCTS – COMPLETED OPERATIONS
- ☐ PERSONAL INJURY (FALSE ARREST, LIBEL WRONGFUL EVICTION, ETC.)
- ☐ BROAD FORM P.D.
- ☐ XCU EXCLUSIONS DELETED WHERE APPLICABLE
- ☐ CONTRACTUAL LIABILITY WITH RESPECT TO HOLD HARMLESS AGREEMENT AS STATED IN THE CONTRACT DOCUMENTS

IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION AT LEAST (30) DAYS ADVANCE NOTICE WILL BE GIVEN TO WRITING TO CERTIFICATE HOLDER BY REGISTERED MAIL.

NAME OF INSURANCE COMPANY

NAME OF AGENCY

ISSUED AT

ADDRESS

AUTHORIZED AGENT

DATE

**THE VILLAGE OF BENSENVILLE AND PRIMERA ENGINEERS, LTD.  
ALONG WITH ALL THEIR REPRESENTATIVES AND AGENTS SHALL BE  
INSURED AS PRIMARY AND NON-CONTRIBUTORY.**

END 00630

**SECTION 00700 - STANDARD GENERAL CONDITIONS**

**TYPE:** Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 8/22/2012

**DESCRIPTION:** Resolution authorizing the execution of a contract to Onyx Sealcoating Inc. for parking lot sealcoating services in the amount of \$17,370.40.

**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: 8/21/2012**

**BACKGROUND:** The 2012 Parking Lot Sealcoating Program is the first year of crack filling and sealcoating Village owned parking lots and roadways as part of the overall Pavement Maintenance Program. The parking lots that were selected for this year have not had any preventative maintenance in several years and it was important that they be addressed before any more deterioration occurs. Through maintenance processes such as crack filling and sealcoating it allows the life of the pavement to be extended which delays the need for more costly repairs. In addition to the maintenance processes the lots will also be restriped as many of the lines are no longer visible. The lots selected for the program this year are as follows:

- 1) Public Works Parking Lot
- 2) Edge II Ice Arena Parking Lot
- 3) George St. Parking Lot
- 4) Center St. North Commuter Lot

**KEY ISSUES:** A recent bid advertisement for the 2012 Parking Lot Sealcoating Program produced the following results:

COMPANY	BID RESULTS
Onyx Sealcoating Inc.– Midlothian, IL	\$17,370.40
Murphy Paving & Sealcoating, Inc. – Burr Ridge, IL	\$17,893.77
Parking Lot Services Maintenance Co. – Woodstock, IL	\$18,655.00
Pavement Systems Inc. – Blue Island, IL	\$27,000.00

**ALTERNATIVES:** Discretion of the Village Board

**RECOMMENDATION:** Staff recommends approval of the sealcoating contract with Onyx Sealcoating Inc. of Midlothian, IL as the lowest responsible bidder. The I&E Committee unanimously (vote 7-0) recommended approval of this item during their August 21, 2012 meeting.

**BUDGET IMPACT:** Total contract of 17,370.40. Funds have been allocated in FY12 (\$100,000.00) as part of the overall Pavement Maintenance Program. 31080810 596000

**ACTION REQUIRED:** Motion to approve a Resolution authorizing the execution of a contract to Onyx Sealcoating Inc. for the 2012 Parking Lot Sealcoating Program in the amount of \$17,370.40.

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A CONTRACT TO  
ONXY SEALCOATING INC. FOR  
PARKING LOT SEALCOATING SERVICES  
IN THE AMOUNT OF \$17,370.40.**

WHEREAS the Village of Bensenville, in an effort to maintain safe and beautiful facilities for all those who utilize them the Village performs routine maintenance to achieve these goals, and

WHEREAS Onyx Sealcoating Inc. provided the lowest responsive bid at the August 7, 2012 public bid opening.

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 a purchase order and other associated documents to Onyx Sealcoating Inc. of Midlothian, IL for parking lot sealcoating services in the amount of \$17,370.40 as part of our 2012 Pavement Maintenance Program.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, \_\_\_\_\_, 2012.

APPROVED:

\_\_\_\_\_  
Frank Soto  
Village President

ATTEST:

\_\_\_\_\_  
Susan Janowiak  
Village Clerk

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

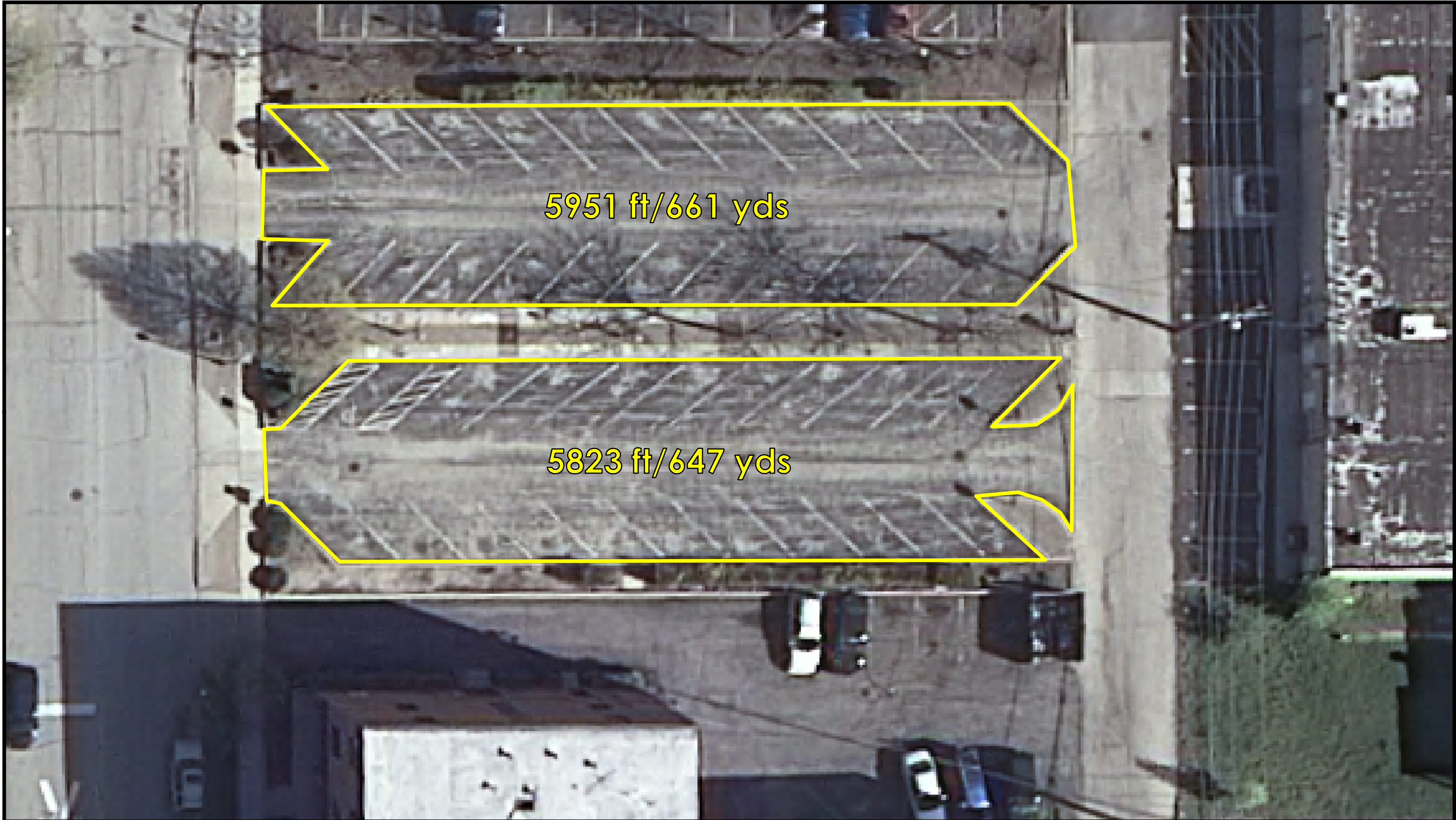
NAYS: \_\_\_\_\_

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



# Village of Bensenville

2102 Pavement Sealing Areas- Center St. Lot

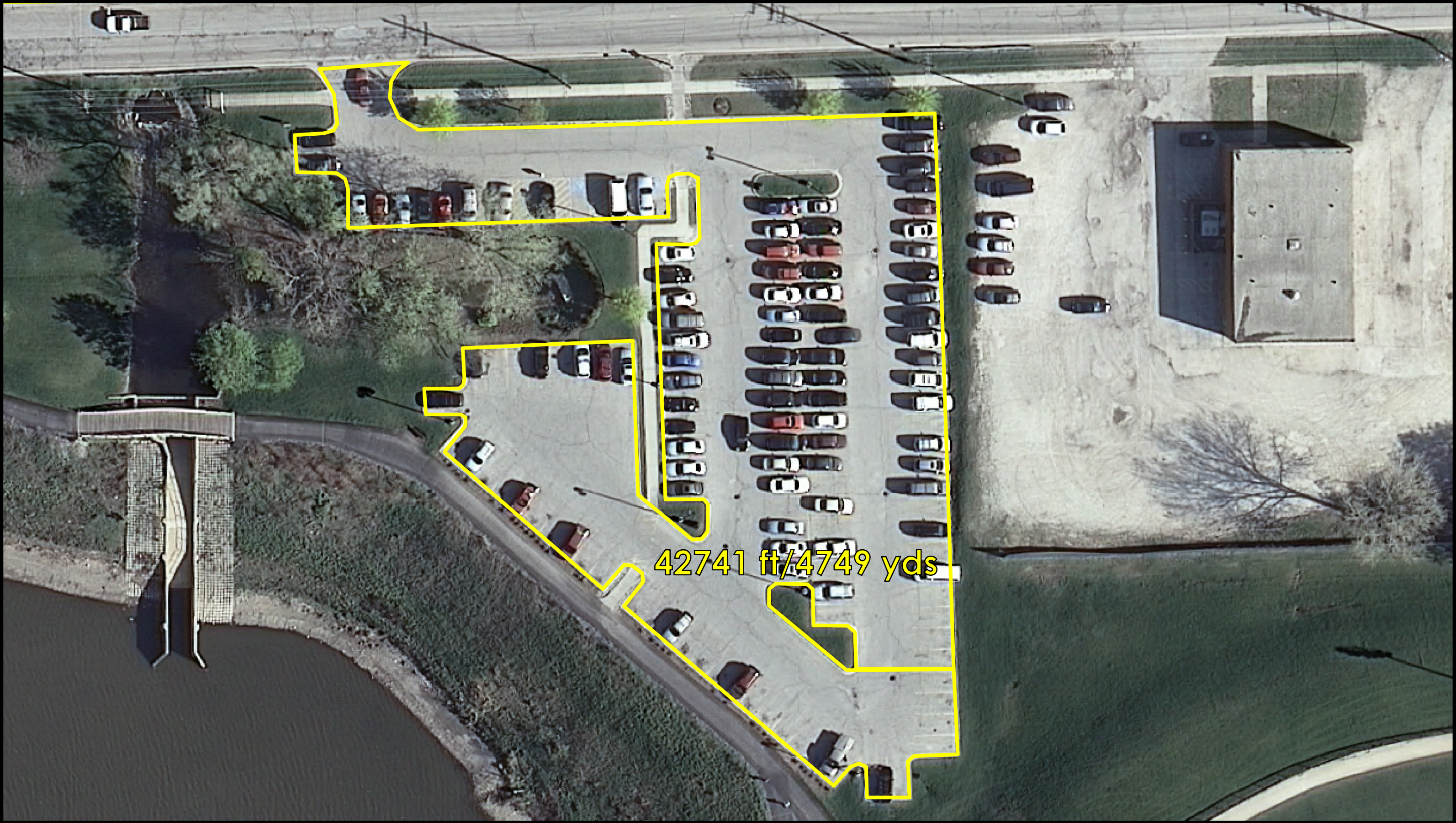






# Village of Bensenville

2102 Pavement Sealing Areas- Edge II Lot







# Village of Bensenville

2102 Pavement Sealing Areas- George St. Lot





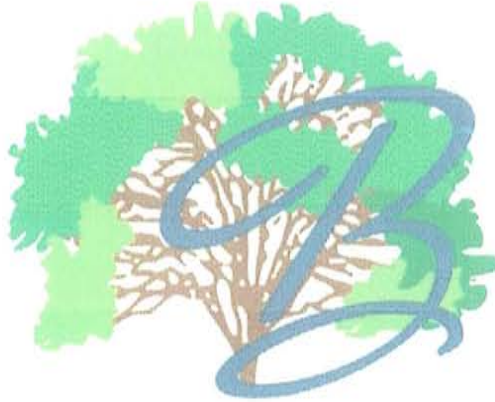


# Village of Bensenville

2102 Pavement Sealing Areas- Public Works Lot







## **VILLAGE OF BENSENVILLE**

Contract Document Number  
PW-2012-17

2012 Parking Lot Sealcoating Program

Conformed Agreement

Village Board Approval on

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Initial: RB

## INVITATION TO BID

### **2012 PARKING LOT SEALCOATING PROGRAM**

The Village of Bensenville will accept bids for the **"2012 Parking Lot Sealcoating Program"** The bids shall be sent to the Office of the Village Clerk located at 12 S. Center St. Bensenville, IL 60106.

The bids shall be publicly opened at **10:00AM on Tuesday, August 7<sup>th</sup>, 2012** at Bensenville Village Hall 12 S. Center St. The Bid must be in a sealed opaque envelope plainly marked **Parking Lot Sealcoating -BID**

Detailed specifications may be obtained by contacting Ken Rubach, Public Works Supervisor at 630-350-3435, or via email at [krubach@bensenville.il.us](mailto:krubach@bensenville.il.us)

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

Susan Janowiak  
Village Clerk

Initial: RB

## **BID SPECIFICATIONS**

### **Village of Bensenville, Illinois**

### **2012 Parking Lot Sealcoating Program**

#### **PART I GENERAL SPECIFICATIONS**

##### **1. LOCATION OF THE WORK**

The parking lots to be seal coated are as follows: (please see attached map for more details). This area represents approximately 151,047 square feet of sealcoating.

- a) Public Works Parking Lot- 717 E. Jefferson St.
- b) Edge II Ice Arena Parking Lot- Located across from 735 E. Jefferson St.
- c) George St. Parking Lot- Located on George St. west of Redmond Ct.
- d) Center St. Commuter Lot- Located on Center St. between Main St. and Roosevelt Av.

##### **2. DESCRIPTION OF THE WORK**

The work included in this contract consist of furnishing all labor, materials, equipment, and other incidentals necessary for the completion of sealcoating, crack filling, and striping of the locations listed as well as any other incidental and miscellaneous items of work in accordance with the Standard Specifications and these special provisions.

##### **3. CONDITIONS**

Bidders are advised to become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

##### **4. BID SECURITY**

**4.1** Each Bid must be accompanied by Bid security made payable to the Village in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond.

**4.2** Bid Bonds shall be duly executed by the Bidder as principal and having as surety thereon a surety company approved by the OWNER, having the minimum equivalent of a Best and Co. 5A Rating.

Initial: RB



## **5. ADJUSTMENTS TO THE CONTRACT**

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

## **6. DAMAGES TO PROPERTY**

The CONTRACTOR shall be responsible for any damage to properties caused by the acts of their work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

## **7. TIME OF COMPLETION, PENALTY, AND LIQUIDATED DAMAGES**

7.1 The CONTRACTOR understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates.

7.2 Should the CONTRACTOR fail to complete the work by SEPTEMBER 17<sup>TH</sup>, 2012 or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the OWNER in the amount of Two hundred Fifty dollars (\$250.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

7.3 Any penalty or liquidated damages owed the Village may be deducted from any payments to the CONTRACTOR. If the deduction does not satisfy the full extent of the CONTRACTOR'S penalty obligation, then the CONTRACTOR shall pay the difference to the OWNER. The parties further agree that the liquidated damages represent the minimum damage the Village will sustain for each calendar day of the delay in final completion of the work.

## **8. REFERENCE SUBMITTALS**

The CONTRACTOR shall provide four (4) references for like work performed; at least two (2) references shall be from a municipality or similar government entity.

Initial: RB

## Part II TECHNICAL SPECIFICATIONS/PROVISIONS

### 1. SCOPE OF THE WORK

1.1 Sealcoat: Entire area shall be swept free of dirt and loose gravel. Area must be dry and free from any moisture. SealMaster Sealant as per manufacture specifications and or equal.

1.2 Painting: All striping and symbols shall be done to match the original layout. Paint shall be accounted for in the total unit price and will be considered incidental to the contract. White and/or Yellow Traffic paint shall be used. SealMaster Fast-Dry HD Traffic Paint as per manufacture specifications and or equal.

1.3 Crack Filling: All cracks shall be routed ½" wide and ½" deep. Routed cracks must be filled with A.S.P. MD3405 WR Meadows HI Spec crack filler.

### 2. INSPECTION

All phases of the sealcoating program performed under this contract will be subject to inspection by and with the approval of the Director of Public Works or his designee.

### 3. WORKING HOURS

3.1 Hours of work will be approved by the Director of Public Works or his designee. While every attempt will be made to schedule this work during "normal hours" (Monday-Friday 7am-7pm) the CONTRACTOR should be aware that weekend work may be necessary. **The CONTRACTOR will be required to complete work on the Public Works Parking Lot on a weekend due to heavy use during the week.**

Initial: RB

**BIDDER INFORMATION SHEET**

NAME: (PRINT) Robert Botthof

SIGNATURE: Robert Botthof

COMPANY NAME: (PRINT)

Onyx Sealcoating Inc.

ADDRESS: 15113 S. Kilbourn Ave  
Midlothian, IL 60445

TELEPHONE: 708-687-6699

FACSIMILE: 708-687-8114

EMAIL: bob@onyxsealcoating.com

Please Return to:

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

The bid must be in a **sealed opaque envelope plainly marked:**  
**Parking Lot Sealcoating- Bid**

The bids must be received by **10:00am on August 7<sup>th</sup>, 2012**. They will be publicly opened and read on **August 7<sup>th</sup>, 2012 at 10:00am** in the Village Hall Board Room.

It shall be the responsibility of the bidder to deliver its bid to the designated person at the appointed place, prior to the announced time for the opening of the bids. Late delivery of

Initial: RB



a bid for any reason, including faulty or late delivery by United States Mail or other carrier will disqualify the bid.

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**PRICE SHEET**  
**2012 Parking Lot Sealcoating Program**

DESCRIPTION	PRICE	TOTAL
Public Works Lot (71,506 Sq Ft)	\$ 11.5¢ /SQ FT	\$ 8,223.19
Edge II Lot (42,741 Sq Ft)	\$ 11.5¢ /SQ FT	\$ 4,915.21
George St. Lot (25,026 Sq Ft)	\$ 11.5¢ /SQ FT	\$ 2,877.99
Center St. Lot (11,774 Sq Ft)	\$ 11.5¢ /SQ FT	\$ 1,354.01
<b>TOTAL</b>	<b>\$</b>	<b>17,370.40</b>

**Options/Alterations:**

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Authorized Signature Robert Bottino

Title : President Date: 8-6-12

Initial: RB

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS FOR PROCUREMENT OF MATERIALS

The following conditions apply to all purchases/services and become a definite part of each invitation to bid. Failure to comply may disqualify your bid.

### **ELIGIBILITY TO BID**

Non-Discrimination in Employment - Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or otherwise commit an unfair employment practice. The bidder, his sub-contractors, or labor organizations furnishing skilled or unskilled workers, craft union skilled labor, or anyone who may perform any labor or service, shall commit within the State of Illinois, under this contract, any unfair employment practices as defined in the act of the 72nd General Assembly entitled "Fair Employment Practices Act". Contractor is referred to Ill. Rev. Stat. 1961) ch. 48, paragraph 851 et seq. The contractor in all contracts entered into with suppliers of materials or services, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

- 1) Prevailing Wages (if applicable) - The bidder shall pay not less than the prevailing rate of wages as found by the Department of Labor or determined by the court to all laborers, workmen and mechanics performing work under this contract. Bidder must adhere at all times to Federal Wage Determination #1189-11, Rev. Stat. Section 39 S-2 (Modification #3).
- 2) Removal or Suspension of Bidders - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
  - a) Services performed do not comply with specifications of contract with the vendor;
  - b) Work is not done within the contract's specified in the contract;
  - c) An offer is not kept firm for the length of time specified in the contract;
  - d) Contractor fails to provide performance bond when required by invitation to bid;
  - e) Contractor is found guilty of collusion;
  - f) Bankruptcy or other evidence of insolvency is found;
  - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.
- 3) Compliance to Law -
  - a) The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or

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any other local governing agencies which may in any manner affect the preparation of proposal or the performance of this contract.

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

#### **CONDITIONS FOR BIDDING**

1) Bid Definitions -

- a) Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work / specifications, the bid price form and the proposed contract documents including addenda issued prior to receipt of bids.
- b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.

2) Bid Price Form - Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "Parking Lot Sealcoating- BID".

3) Late Bids - Formal bids received after specified bid opening time will not be considered and will be returned unopened.

4) Withdrawal of Bids - A written request for withdrawal is required and must be received before bid opening. After bid opening, bids become a legal document and an integral part of the bid and shall not be withdrawn. Such requests are to be directed to the attention of the Deputy Village Clerk, telephone number (630) 350-3404.

5) Examination of Bidding Documents - Each bidder shall carefully examine all contract documents and all addenda thereto and shall thoroughly familiarize himself with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should he/she be in doubt as to their meaning, he/she shall at once, and in any event not later than ten (10) days prior to bid due date, notify the Village Clerk who will, if necessary, send written addenda to all bidders. The Village will not be responsible for any oral instructions. All inquiries shall be directed to the Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.

6) Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.

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- 7) Bid Binding - Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.
- 8) Changes in Contract Documents - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in unusual cases, addenda will be issued to each of the bidders at least four (4) days prior to date established for receipt of bids.
- 9) Response to Invitations - Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.
- 10) Bid Attachments - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 11) Bidder's Competence - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractor's Qualification statement, AIA Document A305. The Village reserves the right to require specific references of communities or companies that have purchased like materials.
- 12) Bid Opening - At the precise time set for bid opening, bids will legally be made public. Bidders or their representatives are encouraged to attend the bid opening.
- 13) Bid Award - The bidder acknowledges the right of the Village to reject any or all bids and to waive informality or irregularity in any bid received and to award each item to different bidders or all items to a single bidder (to accept, split, and or reject part(s) of any of all bids). In addition, the bidder recognizes the right of the Village to reject a bid if the bidder failed to furnish any required bid security or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

#### **AWARD OR REJECTION OF BIDS**

- 1) Award or Rejection - Contracts are awarded to the lowest, most responsible bidder. In determining the responsibility of a bidder, the following are taken into consideration:
  - a) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - b) The current, uncompleted work in which a contractor is involved, which might hinder or prevent prompt delivery of the Merchandise;
  - c) The financial resources of the bidder;
  - d) Cash discounts offered;
  - e) Quality, utility, suitability of work or material: the quality of the commodity to be furnished, as well as the price therefore, is to be taken into consideration, and a

Initial: RB



bid which is low in point of price may be rejected if the material to be furnished is not the best;

f) Direct, indirect and incidental costs to the Village;

2) Notice of Award - A delivered executed contract shall be the binding contract.

#### **CONTRACT PROVISION**

- 1) Material, Equipment, and Workmanship: - Unless otherwise specified, the materials and equipment incorporated in the Goods will be new and of good quality. All workmanship will be of good quality and free from defects. CONTRACTOR shall, if required to furnish satisfactory evidence as to the source, kind and quality of the materials and equipment incorporated in the GOODS.
- 2) Equipment and Shop Drawings - When the contract requires detailed shop drawings and layouts, bidder shall submit them to the Village Manager, or his/her designee, for his/her approval. Drawings shall show the characteristics of equipment and operation details.
- 3) Village Supervision - The Village Manager, or his/her designee, shall have full authority over the contracted work. He/she will interpret specifications in the event of a dispute. He/she may order minor changes in a specification if it becomes obvious to do so. Major changes will be treated as "additions".
- 4) Village Insurance Requirement - Contractors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.

#### **A) Minimum Scope of Insurance Coverage shall be at least as broad as:**

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85) with the Village of Bensenville named as additional insured; and
- (2) Owners and Contractors Protective Liability (OCP) policy (if required) with the Village of Bensenville as insured; and
- (3) Insurance Service Office Business Auto Liability coverage form number CA 0001 (ED. 10/90 or newer), Symbol 01 "Any Auto."
- (4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.

#### **B) Minimum Limits of Insurance Contractor shall maintain limits no less than:**

- (1) Commercial General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be twice the required occurrence limit. Minimum

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General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.

- (2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker's Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$1,000,000 per accident.

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

Any deductibles or self-insured retentions must be declared to and approved by the Village of Bensenville. At the option of the Village of Bensenville, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village of Bensenville, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

**D) Other Insurance Provisions**

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

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

- (a) The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (b) The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**(2) Workers' Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the Village of Bensenville, its officials, agents, employees, and volunteers for losses arising from work performed by Contractor for the municipality.

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**(3) All Coverages**

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

**E) Acceptability of Insurers**

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

**F) Verification of Coverage**

Contractor shall furnish the Village of Bensenville with certificates of insurance naming the Village of Bensenville, its officials, agents, employees, and volunteers as additional insured's, and with original endorsements affecting coverage require by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village of Bensenville and are to be received and approved by the Village of Bensenville before any work commences. The attached Additional Insured Endorsement (Exhibit A) shall be provided to the insurer for their use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit A). The Village of Bensenville reserves the right to request full certified copies of the insurance policies and endorsements.

**G) Subcontractors**

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

**H) Assumption of Liability**

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

**I) Indemnity/Hold Harmless Provision**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of

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the sole legal cause of the Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connections therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understand and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village of Bensenville, may be retained by the Village of Bensenville to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village of Bensenville.

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

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

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

In the event the board terminates this contract in whole or in part as provided above, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those terminated, and the contractor shall be liable to the Village for any excess costs for such similar supplies for services; PROVIDED that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- 9) Alternate Materials and Equipment - Where specifications read " or approved equal", contractor shall direct a written description to the Public Works Director for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless " No Substitutes" is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer's literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.

- 10) Bidder's Access to Procurement Information - All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.

- 11) Acceptance - Contracted work will be considered accepted when final payment is made.

- 12) Payment -

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

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- 13) Reorders - Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.
- 14) Guarantees and Warranties -
- a) All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period of time specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, without delay, at no extra charge to the Village. Said time period shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, at no extra charge to the Village.
  - b) All warranties for materials or equipment must be received with title before payment for same is recommended.
- 15) Changes/Additional Services/Deletions - Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager, or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.
- 16) Change Order Authorization - Pursuant to Public Act 85-1295 (Ill.Rev.Stat.ch.38, paragraph 33E-1 et seq.), no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or its designee that:
- a) Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
  - b) The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
  - c) The change is in the best interest of the Village;

*The party authorized to execute the above certification is the Village of Bensenville.*

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**VENDOR:**

Robert Bottorf  
Signature

President  
Title

8-1-12  
Date

**Village of Bensenville:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Initial: RB



## ADDENDUM #1 PARKING LOT SEALCOATING BID

1. Clarification has been requested in regards to **Part II Technical Specifications Section 1. Scope of Work- Subsection 1.1.** According to the manufacturers specifications two coats of sealant are recommended for use. Therefore all bids submitted should be based on application of two coats of sealant.

**VENDOR:**

Robert Botthof  
Signature

President  
Title

8-2-12  
Date

**Village of Bensenville:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Initial: RB

**TYPE:** Resolution **SUBMITTED BY:** Joe Caracci **DATE:** 08/22/2012

**DESCRIPTION:** Resolution authorizing the execution of a design engineering services contract for the Village of Bensenville Wastewater Treatment Plant Upgrade Project with Strand Associates, Inc., in the amount of \$1,400,000.

**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:** I & E (unanimous approval)

**DATE:** 08/21/2012

**BACKGROUND:** The Village of Bensenville owns a 4.7 MGD Wastewater Treatment Plant (WWTP). The plant was built and put into operation in 1947. Much of the original equipment is still in use, however, some of the treatment equipment are beyond their serviceable life. The Village recently completed the WWTP Facility Plan to outline a plan to upgrade our facility to last for the next 20-30 years. The anticipated price tag for such an upgrade is approximately \$26.4 million. The plan has been submitted to IEPA for approval. As part of the schedule to move forward design engineering is now being considered.

**KEY ISSUES:** Strand Associates, Inc. recently completed the Facility Plan for the Village. They have become intimately familiar with the plant and the operations involved. Looking at our short list of Wastewater Engineers, staff feels it would be in our best interest to move forward with Strand Associates with the detailed design for this very important project. Strand not only has the best knowledge on every aspect of our facility, they have also completed ten similarly scoped projects in the last decade (including 5 in the last 2 years). Strand also has a very close relationship with IEPA (as was witnessed in the Facility Plan Project when they successfully removed stringent changes to our operating permit and were able to present an upgrade concept that eliminated a very costly alternative for our project).

Strand was asked to provide a proposal to complete the detailed design of our upgrade project. Their scope includes preparation of all necessary design (including process, hydraulic, structural, electrical, and mechanical elements), prepare all IEPA Loan applications and documents, prepare contract drawings and specifications, develop detailed cost estimates, assist in obtaining all necessary permits (including IEPA, DuPage County Storm Water, and Corps of Engineers), and assist in the bidding process.

Strand's proposal is in the form of a lump sum contract totaling \$1,400,000. This equates to 5.75% of the anticipated construction cost and is below the anticipated 6-10% range customary for a project of this scope and magnitude. IEPA provides a limit for design costs (as part of their Loan process) of 7% for a project with estimated construction costs over \$10 million. This cost was negotiated down nearly \$100,000 from the initial proposal at our August 13 negotiation meeting with Strand.

**ALTERNATIVES:** Discretion of the Committee

**RECOMMENDATION:** Approval of an engineering services agreement with Strand Associates, Inc. to provide design engineering services for the Village of Bensenville WWTP Upgrade Project. The I&E Committee unanimously recommended approval of this contract (vote 7-0) on August 21, 2012.

**BUDGET IMPACT:** Total contract of \$1,400,000. A portion of the design engineering (\$500,000) was reserved in the current CY2012 budget. Remaining funds will need to be budgeted in CY2013. This project is being included in our Water / Sewer Rate Study figures. Acct # 51080870 596000

**ACTION REQUIRED:** Approval to award of an engineering design services contract for the Village of Bensenville WWTP Upgrade Project with Strand Associates, Inc. in the amount of \$1,400,000.



**Resolution No.**

**Authorizing the Execution of a Design Engineering Services Contract for the  
Village of Bensenville WWTP Upgrade Project  
with Strand Associates, Inc., in the amount of \$1,400,000**

WHEREAS the Village of Bensenville owns and operates a 4.7 MGD Wastewater Treatment Plant (WWTP), and

WHEREAS the Village completes the 2012 WWTP Facility Plan ("Plan") that identified an upgrade project ("Project"), and

WHEREAS the Project is intended to reduce the number of processes, improve efficiency, and rebuild and prepare our facility for the next 30 years, and

WHEREAS the anticipated Project cost is \$26.4 million, and

WHEREAS Strand Associates, Inc., prepared the Plan for the Village of Bensenville, and

WHEREAS Strand Associates, Inc., is the most qualified firm to perform design for the Project, and

WHEREAS Strand submitted a lump sum proposal in the amount of \$1,400,000, and

WHEREAS the contract scope includes preparation of all necessary design (including process, hydraulic, structural, electrical, and mechanical elements), prepare all IEPA Loan applications and documents, prepare contract drawings and specifications, develop detailed cost estimates, assist in obtaining all necessary permits (including IEPA, DuPage County Storm Water, and Corps of Engineers), and assist in the bidding process.

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 execution of a design engineering services contract for the Village of Bensenville WWTP Upgrade Project with Strand Associates, Inc. of Madison, WI in the amount of \$1,400,000, 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:

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Frank Soto  
Village President

ATTEST:

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Village Clerk

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

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

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

# DRAFT

August 23, 2012

Village of Bensenville  
717 East Jefferson Street  
Bensenville, IL 60106

Attention: Mr. Joseph M. Caracci, P.E., Director of Public Works

Re: Agreement for Design Services and Bidding-Related Services  
Wastewater Treatment Plant Improvements

This is an Agreement between the Village of Bensenville, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.<sup>®</sup>, hereinafter referred to as ENGINEER, to provide Design Services and Bidding-Related Services (Services) for the Wastewater Treatment Plant Improvements project, including a new preliminary treatment facility; influent screw pump improvements; modifications to the existing aeration tanks and final clarifiers; two new final clarifiers; a new sludge storage building; a new process return pumping station; minor upgrades to the existing Control Building; and demolition of the existing primary clarifiers, anaerobic digestion facilities, and trickling filters. This Agreement shall be in accordance with the following elements.

## Scope of Services

ENGINEER will provide the following Services to OWNER.

### Design Services

1. Review design objectives, schedule, and anticipated costs during a kickoff meeting at the beginning of the design effort.
2. Conduct a topographic site survey to gather information for the preparation of the bidding documents.
3. Develop the schematic and spatial design for processes recommended in the facilities plan prepared by ENGINEER, including more detailed schematics, site, and building layout drawings and hydraulic calculations.
4. Design the various treatment processes and support systems, including process, hydraulic, structural, electrical, and mechanical elements and final calculations to design the components.
5. Prepare layouts of the site and each new or modified structure.
6. Prepare for and facilitate an approximately 15 percent complete meeting with OWNER to finalize design parameters and to review site layout, equipment selection, and proposed facilities.

7. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2007 edition, technical specifications, engineering drawings, and Contract Documents to permit the entire project to be competitively bid as a single prime construction contract.
8. Meet with OWNER to obtain input and concurrence with the design. Attend four review meetings at approximately the 30, 60, 90, and 100 percent drawing completion.
9. Prepare an opinion of probable construction cost based on the final Contract Documents.
10. Submit three copies of the final bidding documents to OWNER for review and comment.
11. Prepare and assist OWNER in submitting the application fee for the construction permit required by the Illinois Environmental Protection Agency (IEPA). Submit drawings and specifications to IEPA for approval.
12. Incorporate OWNER and IEPA review comments as appropriate into the Contract Documents, drawings, and specifications. Submit three copies of the reviewed documents to OWNER and IEPA.

#### Miscellaneous Design Services

1. Prepare and submit the IEPA Loan Preapplication.
2. Assist OWNER in preparing and submitting a financial aid application for the Illinois Water Pollution Control Revolving Loan Fund and communicate with IEPA funding staff.
3. Assist OWNER in developing a request for proposal to obtain the services of a geotechnical engineering firm for soils borings and geotechnical recommendations for construction at the site. OWNER shall contract directly with the geotechnical engineering firm.
4. Assist OWNER in developing a request for proposal to obtain the services of an environmental site assessment firm for environmental site recommendations for construction at the site. OWNER shall contract directly with the environmental site assessment firm.
5. Assist OWNER in obtaining IEPA, DuPage County, and Village of Bensenville Stormwater and Erosion Control Permitting associated with construction of the new wastewater treatment plant which, based on a cursory review of available mapping, does not appear will result in floodplain or wetland impacts.

#### Bidding-Related Services

1. Distribute digital bidding documents electronically through QuestCDN, available at [www.strand.com](http://www.strand.com) and [www.questcdn.com](http://www.questcdn.com).
2. Submit Advertisement to Bid to OWNER for publishing.
3. Prepare addenda and answer questions during bidding.



4. Attend the prebid meeting, bid opening, tabulate and analyze bid results, prepare Contract Documents for signature, and assist OWNER in the award of the Construction Contract.

**Service Elements Not Included**

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional and Extended Services during construction made necessary by:
  - a. Work damaged by fire or other cause during construction.
  - b. A significant amount of defective or neglected work of any contractor.
  - c. Prolongation of the time of the construction contract.
  - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.
2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
3. Construction-Related Services: Construction-related services for the project will require a separate agreement with OWNER.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Geotechnical Engineering: It is anticipated that geotechnical engineering information will be provided through OWNER and OWNER's geotechnical consultant. If soil borings are required, ENGINEER will assist OWNER in direct procurement of drilling services.
6. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
7. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
8. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
9. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.

Village of Bensenville  
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August 23, 2012

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10. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
11. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
12. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

### **Compensation**

OWNER shall compensate ENGINEER for all Services a lump sum of \$1,400,000.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that assumes the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum that reflects any wage scale adjustments made.

The lump sum will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, and changes in the **Scope of Services**. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

### **Schedule**

Services will begin upon execution of this Agreement, which is anticipated on August 28, 2012. Services are scheduled for completion in accordance with the following anticipated milestones:

Service Element	Anticipated Completion Date
Drawings and specifications submitted to IEPA	March 31, 2013
Design Services	June 30, 2013
Miscellaneous Design Services	June 30, 2013
Bidding-Related Services	August 31, 2013



**Standard of Care**

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

**OWNER's Responsibilities**

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and shall render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

**Audit, Access to Records**

In accordance with 35 ILLINOIS ADMINISTRATIVE CODE CH.II.SEC.365.630, SUBTITLE C, books, records, documents, and other evidence directly pertinent to performance of Agency loan work under this Agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Agency or any of its duly authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities for such access and inspection shall be provided.

Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

Disclosure of all information and reports resulting from access to records shall be provided to the Agency. The auditing agency will afford ENGINEER an opportunity for an audit exit conference and

Village of Bensenville  
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an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

Records shall be maintained and made available during performance of Services under this Agreement and until three years after the final loan closing. In addition, those records which relate to any "dispute" appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim, or exception.

#### **Covenant Against Contingent Fees**

In accordance with 35 ILLINOIS ADMINISTRATIVE CODE CH.II.SEC.365.630, SUBTITLE C, ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

#### **Changes**

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of IEPA requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

#### **Extension of Services**

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.



Village of Bensenville  
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August 23, 2012

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OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly statements. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

**Data Provided by Others**

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

**Utilization of Small, Minority, and Women's Businesses**

ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of these services. ENGINEER will carry out applicable requirements of 40 CFR Part 33 in the award and administration of services awarded under EPA financial assistance agreements. Failure by ENGINEER to carry out these requirements is a material breach of this agreement which may result in the termination or legally available remedies.

ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of the United States Environmental Protection Agency's Assistance Agreement with IEPA, ENGINEER acknowledges that the fair share percentages are 5 percent for minority business enterprises and 12 percent for women's business enterprises.

**Termination**

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

**Third-Party Beneficiaries**

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this

Village of Bensenville  
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August 23, 2012

**DRAFT**

Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

**Dispute Resolution**

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

See attached Certification (EPA Form 5700-49).

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.<sup>®</sup>

VILLAGE OF BENSENVILLE

**DRAFT**

Matthew S. Richards  
Corporate Secretary

Date

**DRAFT**

Frank Soto  
Village President

Date

**DRAFT**

Susan Janowiak  
Village Clerk

Date



~~August 10, 2012~~ August 14, 2012

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

Re: Design and Bidding Services Proposal – Wastewater Treatment Plant Improvements

Dear Mr. Caracci:

Strand Associates, Inc.® is pleased to submit our proposal to provide design services for the Village of Bensenville Wastewater Treatment Plant Improvements project. This includes design of a new preliminary treatment facility, including mechanical screening and grit removal, influent screw pump improvements, modification to the existing aeration tanks and final clarifiers, two new final clarifiers, two new aerobic digestion tanks, a new Biosolids Control Building, a new belt filter press, a new Sludge Storage Building, a new process return pumping station, minor upgrades to the existing Control Building, and demolition of the existing primary clarifiers, anaerobic digestion facilities, and trickling filters. The recommended improvements were generally identified as Alternatives T1 and BM2 in the August 2012 Wastewater Facilities Plan Report prepared by our firm.

We were selected as the most qualified firm to complete the facilities plan, and we are the most qualified engineering firm to continue with this project due to our familiarity with the completed facilities plan and our extensive experience with wastewater treatment plant design. We have designed and administered the construction of more than 300 wastewater treatment plants. The Village is generally aware of our other related Illinois and Midwest design experience some of our more recent similar projects are listed in the table below along with their construction cost and design fee. We recently completed design and are nearing completion of construction on a very similar wastewater project for the Village of Deerfield. We will provide design continuity because of our first-hand knowledge of the details of the facilities plan.

<u>Municipality</u>	<u>Bid Year</u>	<u>Construction Cost</u>	<u>Design Fee</u>	<u>Percent of Construction Cost</u>
<u>Deerfield, IL</u>	<u>2010</u>	<u>\$29.45 M</u>	<u>\$1,800,000</u>	<u>6.1%</u>
<u>Dubuque, IA</u>	<u>2010</u>	<u>\$49.75 M</u>	<u>\$3,000,000</u>	<u>6.0%</u>
<u>Lindenhurst, IL (Phase 3)</u>	<u>2011</u>	<u>\$10.2 M</u>	<u>\$710,700</u>	<u>7.0%</u>
<u>KRMA, Kankakee, IL (Phase 1-3)</u>	<u>2012</u>	<u>\$45.4 M</u>	<u>\$2,995,000</u>	<u>6.6%</u>
<u>Waukesha, WI</u>	<u>2012</u>	<u>\$36.0 M</u>	<u>\$2,200,000</u>	<u>6.1%</u>
<u>Bensenville, IL</u>	<u>2013</u>	<u>\$24.35 M</u>	<u>\$1,400,000</u>	<u>5.75%</u>

Mr. Joseph M. Caracci, P.E.

Village of Bensenville

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~~August 10, 2012~~ August 14, 2012

## Background

### ■ Design Services

We initiate design services with a Project Design Memorandum. This memorandum identifies the project team labor schedule (e.g., process, structural, electrical, HVAC); internal resource requirements, such as CADD and clerical assistance; detailed schedule of deliverables to the Village, such as drawings and specifications for review; schedule for quality control reviews; regulatory agency permit and deadline requirements; and the process equipment proposed for use on the project. The memorandum also identifies outside resources required, such as soil borings and a geotechnical report, and an environmental site assessment.

Design services will begin with a request for Village information that we do not possess, such as record drawings, specifications for existing work, copies of O&M manuals, and any shop drawings from previous construction. This information can be delivered to us at the project kickoff meeting, which is our first scheduled meeting with the Village. A detailed design schedule will be reviewed at the kickoff meeting and engineers from other disciplines on our design team will tour the facility to increase their familiarity with the existing facility. The equipment list identified in the Project Design Memorandum will be reviewed for the Village's concurrence. A design-level site survey will be completed.

Following the kickoff meeting, we will check the proposed future treatment plant hydraulic profile and preliminarily locate new structures. After new structures are located, we will prepare a solicitation including the required technical information for the Village to obtain quotations for soil borings and a foundation soils report. The Village will contract directly with a soils engineering company and arrange for a copy of its report to be delivered to us.

We will begin working with the Village to identify preferences for materials and component parts to be specified for the improvements while the soils engineering report is being prepared. These preferences include process and utility pipe materials of construction; valve and gate manufacturers; field instrumentation, motor controls, starters, and drives; SCADA software; heating and ventilating equipment manufacturers; doors and door hardware; windows; paints and coatings; etc.

Also during this period, process equipment will be sized and requests will be made to equipment manufacturers for quotations and design-level information. It is appropriate at this time to make field trips to observe operating installations as an aid in determining Village preferences for equipment, controls, and operating requirements, and costs. Following the selection of preferred equipment manufacturers, final structure sizes and general arrangements will be proposed for Village review, comment, and approval.

After receipt of the soils engineering report, structure locations will be finalized and structural design and design detailing will begin. During this period, repeated reviews with Village representatives will be completed to obtain and incorporate feedback on design and specification details. Review of drawings is scheduled to allow the Village adequate review time. Also at this time, Village input will be requested regarding the bonding and insurance requirements for potential bidders for the improvements. We will prepare a document for review and comment by the Village's legal and insurance advisors and incorporate their advice in the final bidding documents for the project.



Mr. Joseph M. Caracci, P.E.

Village of Bensenville

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During the design process, we will complete technical quality control checks at the 30, 60, and 90 percent complete points. We will project construction costs at the 60 and 90 percent complete points with the 90 percent complete cost projection employing detailed quantity takeoffs for equipment, concrete, piping, and other construction materials.

Completed drawings and specifications will be submitted to Illinois Environmental Protection Agency (IEPA) for its review. The application for the Revolving Loan can be submitted to the IEPA any time after the drawings and specifications are submitted for review. We will help complete the major parts of the loan application document and prepare the IEPA construction permit application that is submitted with the drawings and specifications. Our proposed Scope of Services, schedule, compensation, and project team are summarized in the following paragraphs.

### Scope of Services

A specific Scope of Services follows:

#### ■ WWTP Miscellaneous Design Services

- Prepare and submit the IEPA Loan Pre-application.
- Assist the Village in preparing and submitting a financial aid application for the Illinois Water Pollution Control Revolving Loan Fund and communicate with IEPA funding staff.
- Assist the Village in obtaining the services of a geotechnical engineering firm for soils borings and geotechnical recommendations for construction at the site. Services include assisting the Village in developing a request for proposal for the work. Village will contract directly with the geotechnical engineering firm. (Budgetary cost projected around \$15,000-\$20,000 for the services of a geotechnical consultant).
- Assist the Village in obtaining the services of an environmental site assessment firm for environmental site recommendations for construction at the site. Services include assisting the Village in developing a request for proposal for the work. Village will contract directly with the environmental site assessment firm. (Budgetary cost projected for Phase 1 services around \$5,000-\$7,500, Phase 2 services around \$15,000 - \$25,000 for an environmental site assessment consultant). If solid, liquid or potentially hazardous waste or contamination is uncovered, design services related to managing of such wastes or contamination is not included in the proposed fee.
- Assist with obtaining IEPA, DuPage County, and Village of Bensenville Stormwater and Erosion Control Permitting associated with construction of the new wastewater treatment plant. Based on a cursory review of available mapping, it does not appear the project will result in floodplain or wetland impacts. If floodplain or wetland impacts are identified, design services related to floodplain or wetland impacts are not included in the proposed fee.

Mr. Joseph M. Caracci, P.E.

Village of Bensenville

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~~August 10, 2012~~ August 14, 2012

#### ■ **Design Services**

- Review the design objectives, schedule, and anticipated costs during a kickoff meeting with the Village at the onset of the design effort.
- Conduct a design-level site survey to gather site and field measurements to obtain topographic information necessary for this project.
- Further develop schematic and spatial design for preliminary processes recommended in the facilities plan, including more detailed schematics, site and building layout drawings, and hydraulic calculations.
- Design the various treatment processes and support systems, including process, hydraulic, structural, electrical, and mechanical elements. This effort will include finalization of calculations required to design the components.
- Prepare layouts of the site and each new or modified structure.
- Review layout, equipment selection, and proposed facilities in a meeting with the Village at approximately 15 percent completion. This meeting will be held to finalize the design parameters.
- Prepare Contract Documents, drawings, and specifications to permit the project to be competitively bid and then awarded as a single prime construction contract.
- Meet with the Village to obtain input and concurrence with the design. Attend four additional review meetings that will generally be held at 30, 60, 90, and 100 percent drawing completion.
- Prepare an opinion of probable construction cost based on the final Contract Documents.
- Submit three copies of the final Contract Documents to the Village for review and comment.
- Prepare and assist the Village in submitting the application for a construction permit required by IEPA and submit the drawings and specifications to IEPA.
- Incorporate comments from the Village and IEPA. Submit three copies of the revised Contract Documents to the Village and IEPA.

#### ■ **Bidding Services**

- Assist in obtaining construction bid(s), attend a pre-bid meeting, answer questions during bidding, preparing addenda, tabulate and analyze bid results, assist the Village in the award of the construction contract, prepare Contract Documents for award of the contract.

Mr. Joseph M. Caracci, P.E.

Village of Bensenville

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## Schedule

With the Village's authorization to proceed (signing of agreement on or about ~~August 21, 2012~~ August 28, 2012), we anticipate submitting the drawings and specifications to IEPA by March 31, 2013.

The actual completion date of design services will be dependent on Village and agency schedule and review time requirements.

## Compensation

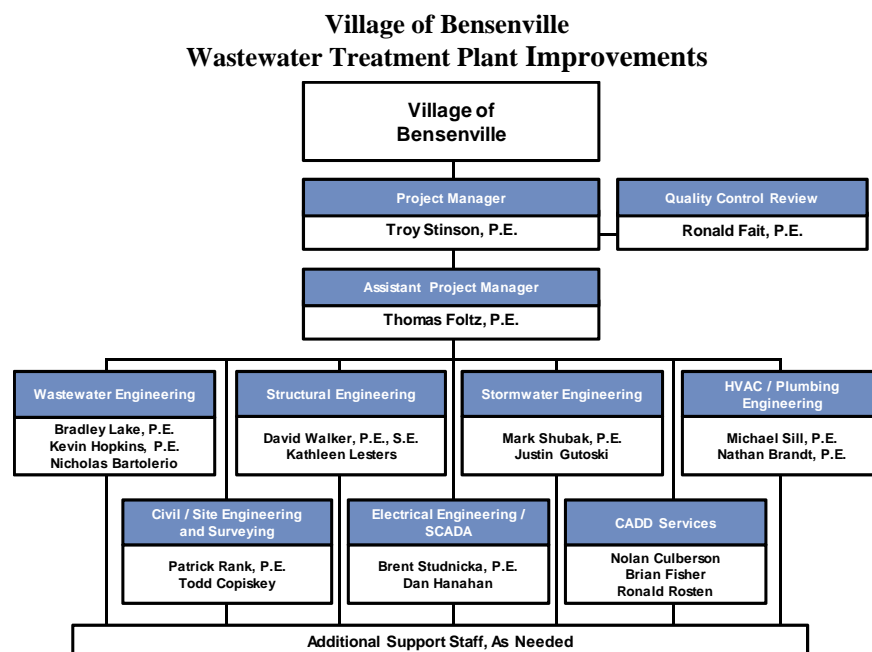
Miscellaneous, ~~and~~ Design and Bidding services are proposed on a lump sum fee basis, to be billed monthly in proportion to the engineering services completed.

Task	Compensation
IEPA Loan Application Assistance	<del>\$10,000</del> <u>\$5,000</u>
IEPA and DuPage County Stormwater/Erosion Control Permitting	<del>\$15,000</del> <u>10,000</u>
Assistance in Obtaining Geotechnical and Environmental Assessment Services	\$3,000
Design Services	<del>\$1,460,000</del> <u>1,382,000</u>
<u>Bidding Services</u>	<u>\$0</u>
<b>Total</b>	<del>\$1,488,000</del> <u>1,400,000</u>

## Project Team

The following project team chart indicates the names and general responsibilities of individual team members. The resumes of our key project team members are attached. This project team has worked effectively together in the past and will serve as a great resource for the Village of Bensenville.

We propose no subconsultants; providing all design engineering services with in-house staff will improve project coordination, quality, and efficiency. Our staff of approximately 350 includes the necessary technical disciplines to provide a complete design of the Village's wastewater treatment facility.



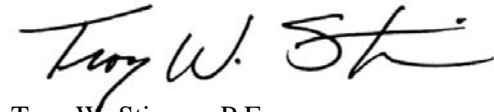
| Mr. Joseph M. Caracci, P.E.  
Village of Bensenville  
Page 6

| ~~August 10, 2012~~ August 14, 2012

Thank you for this opportunity to provide the Village of Bensenville with continuing service. It has been a pleasure working with the Village and we look forward to a successful project.

Sincerely,

STRAND ASSOCIATES, INC.®

| 

Troy W. Stinson, P.E.  
Senior Associate

Enclosures

9901973/TWS:mah



**Strand Associates, Inc.®**

910 West Wingra Drive

Madison, WI 53715

(P) 608-251-4843

(F) 608-251-8655

August 10, 2012

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

Re: Design Services Proposal – Wastewater Treatment Plant Improvements

Dear Mr. Caracci:

Strand Associates, Inc.® is pleased to submit our proposal to provide design services for the Village of Bensenville Wastewater Treatment Plant Improvements project. This includes design of a new preliminary treatment facility, including mechanical screening and grit removal, influent screw pump improvements, modification to the existing aeration tanks and final clarifiers, two new final clarifiers, two new aerobic digestion tanks, a new Biosolids Control Building, a new belt filter press, a new Sludge Storage Building, a new process return pumping station, minor upgrades to the existing Control Building, and demolition of the existing primary clarifiers, anaerobic digestion facilities, and trickling filters. The recommended improvements were generally identified as Alternatives T1 and BM2 in the August 2012 Wastewater Facilities Plan Report prepared by our firm.

We were selected as the most qualified firm to complete the facilities plan, and we are the most qualified engineering firm to continue with this project due to our familiarity with the completed facilities plan and our extensive experience with wastewater treatment plant design. The Village is generally aware of our other related Illinois and Midwest design experience. We recently completed design and are nearing completion of construction on a very similar wastewater project for the Village of Deerfield. We will provide design continuity because of our first-hand knowledge of the details of the facilities plan.

## **Background**

### **■ Design Services**

We initiate design services with a Project Design Memorandum. This memorandum identifies the project team labor schedule (e.g., process, structural, electrical, HVAC); internal resource requirements, such as CADD and clerical assistance; detailed schedule of deliverables to the Village, such as drawings and specifications for review; schedule for quality control reviews; regulatory agency permit and deadline requirements; and the process equipment proposed for use on the project. The memorandum also identifies outside resources required, such as soil borings and a geotechnical report, and an environmental site assessment.

Design services will begin with a request for Village information that we do not possess, such as record drawings, specifications for existing work, copies of O&M manuals, and any shop drawings from previous construction. This information can be delivered to us at the project kickoff meeting, which is our first scheduled meeting with the Village. A detailed design schedule will be reviewed

Mr. Joseph M. Caracci, P.E.  
Village of Bensenville  
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August 10, 2012

at the kickoff meeting and engineers from other disciplines on our design team will tour the facility to increase their familiarity with the existing facility. The equipment list identified in the Project Design Memorandum will be reviewed for the Village's concurrence. A design-level site survey will be completed.

Following the kickoff meeting, we will check the proposed future treatment plant hydraulic profile and preliminarily locate new structures. After new structures are located, we will prepare a solicitation including the required technical information for the Village to obtain quotations for soil borings and a foundation soils report. The Village will contract directly with a soils engineering company and arrange for a copy of its report to be delivered to us.

We will begin working with the Village to identify preferences for materials and component parts to be specified for the improvements while the soils engineering report is being prepared. These preferences include process and utility pipe materials of construction; valve and gate manufacturers; field instrumentation, motor controls, starters, and drives; SCADA software; heating and ventilating equipment manufacturers; doors and door hardware; windows; paints and coatings; etc.

Also during this period, process equipment will be sized and requests will be made to equipment manufacturers for quotations and design-level information. It is appropriate at this time to make field trips to observe operating installations as an aid in determining Village preferences for equipment, controls, and operating requirements, and costs. Following the selection of preferred equipment manufacturers, final structure sizes and general arrangements will be proposed for Village review, comment, and approval.

After receipt of the soils engineering report, structure locations will be finalized and structural design and design detailing will begin. During this period, repeated reviews with Village representatives will be completed to obtain and incorporate feedback on design and specification details. Review of drawings is scheduled to allow the Village adequate review time. Also at this time, Village input will be requested regarding the bonding and insurance requirements for potential bidders for the improvements. We will prepare a document for review and comment by the Village's legal and insurance advisors and incorporate their advice in the final bidding documents for the project.

During the design process, we will complete technical quality control checks at the 30, 60, and 90 percent complete points. We will project construction costs at the 60 and 90 percent complete points with the 90 percent complete cost projection employing detailed quantity takeoffs for equipment, concrete, piping, and other construction materials.

Completed drawings and specifications will be submitted to Illinois Environmental Protection Agency (IEPA) for its review. The application for the Revolving Loan can be submitted to the IEPA any time after the drawings and specifications are submitted for review. We will help complete the major parts of the loan application document and prepare the IEPA construction permit application that is submitted with the drawings and specifications. Our proposed Scope of Services, schedule, compensation, and project team are summarized in the following paragraphs.



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## **Scope of Services**

A specific Scope of Services follows:

### **■ WWTP Miscellaneous Design Services**

- Prepare and submit the IEPA Loan Pre-application.
- Assist the Village in preparing and submitting a financial aid application for the Illinois Water Pollution Control Revolving Loan Fund and communicate with IEPA funding staff.
- Assist the Village in obtaining the services of a geotechnical engineering firm for soils borings and geotechnical recommendations for construction at the site. Services include assisting the Village in developing a request for proposal for the work. Village will contract directly with the geotechnical engineering firm.
- Assist the Village in obtaining the services of an environmental site assessment firm for environmental site recommendations for construction at the site. Services include assisting the Village in developing a request for proposal for the work. Village will contract directly with the environmental site assessment firm.
- Assist with obtaining IEPA, DuPage County, and Village of Bensenville Stormwater and Erosion Control Permitting associated with construction of the new wastewater treatment plant. Based on a cursory review of available mapping, it does not appear the project will result in floodplain or wetland impacts.

### **■ Design Services**

- Review the design objectives, schedule, and anticipated costs during a kickoff meeting with the Village at the onset of the design effort.
- Conduct a design-level site survey to gather site and field measurements to obtain topographic information necessary for this project.
- Further develop schematic and spatial design for preliminary processes recommended in the facilities plan, including more detailed schematics, site and building layout drawings, and hydraulic calculations.
- Design the various treatment processes and support systems, including process, hydraulic, structural, electrical, and mechanical elements. This effort will include finalization of calculations required to design the components.
- Prepare layouts of the site and each new or modified structure.
- Review layout, equipment selection, and proposed facilities in a meeting with the Village at approximately 15 percent completion. This meeting will be held to finalize the design parameters.

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- Prepare Contract Documents, drawings, and specifications to permit the project to be competitively bid and then awarded as a single prime construction contract.
- Meet with the Village to obtain input and concurrence with the design. Attend four additional review meetings that will generally be held at 30, 60, 90, and 100 percent drawing completion.
- Prepare an opinion of probable construction cost based on the final Contract Documents.
- Submit three copies of the final Contract Documents to the Village for review and comment.
- Prepare and assist the Village in submitting the application for a construction permit required by IEPA and submit the drawings and specifications to IEPA.
- Incorporate comments from the Village and IEPA. Submit three copies of the revised Contract Documents to the Village and IEPA.

### **Schedule**

With the Village's authorization to proceed (signing of agreement on or about August 21, 2012), we anticipate submitting the drawings and specifications to IEPA by March 31, 2013. The actual completion date of design services will be dependent on Village and agency schedule and review time requirements.

### **Compensation**

Miscellaneous and Design services are proposed on a lump sum fee basis, to be billed monthly in proportion to the engineering services completed.

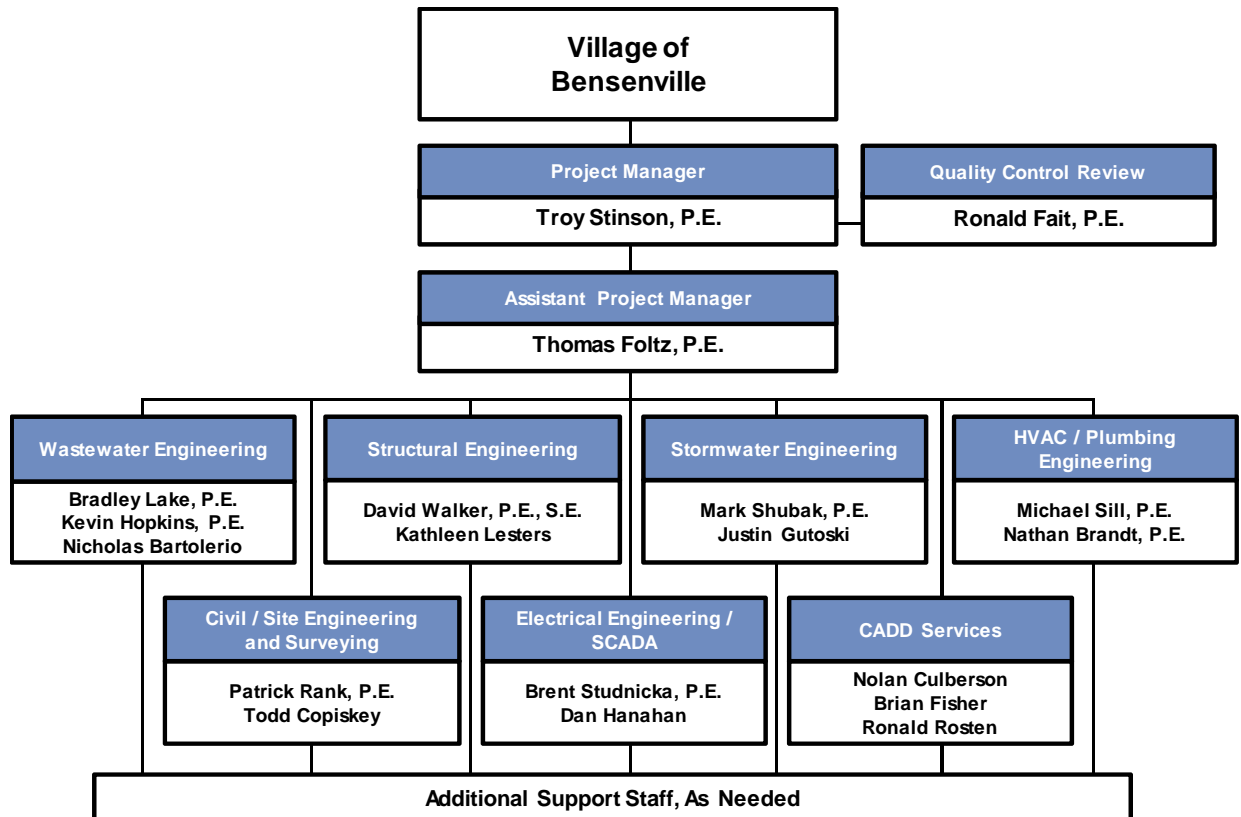
Task	Compensation
IEPA Loan Application Assistance	\$10,000
IEPA and DuPage County Stormwater/Erosion Control Permitting	\$15,000
Assistance in Obtaining Geotechnical and Environmental Assessment Services	\$3,000
Design Services	\$1,460,000
<b>Total</b>	<b>\$1,488,000</b>

### **Project Team**

The following project team chart indicates the names and general responsibilities of individual team members. The resumes of our key project team members are attached. This project team has worked effectively together in the past and will serve as a great resource for the Village of Bensenville. We propose no subconsultants; providing all design engineering services with in-house staff will improve project coordination, quality, and efficiency. Our staff of approximately 350 includes the necessary technical disciplines to provide a complete design of the Village's wastewater treatment facility.

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**Village of Bensenville  
Wastewater Treatment Plant Improvements  
Project Team**



Thank you for this opportunity to provide the Village of Bensenville with continuing service. It has been a pleasure working with the Village and we look forward to a successful project.

Sincerely,

STRAND ASSOCIATES, INC.®

Troy W. Stinson, P.E.  
Senior Associate

Enclosures

9901973/TWS:mah



# Troy W. Stinson, P.E.

## Education

M.S. Civil/Environmental Engineering – University of Illinois, Champaign, 1992

B.S. Civil/Environmental Engineering – University of Illinois, Champaign, 1991

## Registration/Certification

Professional Engineer in Wisconsin and Illinois

## Field of Expertise

Wastewater Treatment Unit Processes, Biosolids Digestion and Handling Systems, Odor Control, Biological and Chemical Nutrient Removal, Water Quality Evaluation and Research, Solid and Hazardous Waste Management and Industrial Pretreatment, Permitting and Local Limits Evaluations

## Positions Held

Strand Associates, Inc.®	1993 - Present	Senior Associate, Project Manager/Project Engineer
United States Geological Survey Water Resources Division	1990 - 1993	Civil Engineer

## Professional Experience

- **CSO/SSO Systems** experience includes project management, quality control review, peak excess flow treatment, and blending. Troy's project management CSO/SSO/peak excess flow-related projects include:
  - City of Joliet, IL
  - Glenbard Wastewater Authority – Glen Ellyn, Illinois
  - City of Dixon – Dixon, Illinois
  - Wheaton Sanitary District – Wheaton, Illinois
  - Fox River Water Reclamation District – Elgin, Illinois
- **Municipal Wastewater Treatment** experience includes planning, design and construction phase services on wastewater treatment facilities including both biological and chemical phosphorus and nitrogen removal systems for wastewater treatment. Specific areas of expertise include biological treatment systems, aeration system design, biosolids digestion and handling systems, and wastewater treatment odor control, computer modeling for process analysis, control, and design. Including experience with phosphorus and ammonia regulations, patents, alternative limit requests, and evaluating the feasibility of nutrient removal alternatives. Experience in permit assistance, industrial pretreatment and local limits evaluation, user charge system preparation, and pumping station and collection system review and evaluation. Experience with sludge management, regulations, and evaluating the feasibility of sludge management alternatives. Experience also includes training operators at new treatment facilities.
- **Water Quality Evaluation and Research** experience includes water quality modeling and advanced statistical analysis to identify potential sources and determine factors affecting the concentration of contaminants detected in surface waters. This experience includes development, management, quality assurance and control of an intense data collection program targeting spatial and temporal patterns of variability. Experience also includes flow and data collection techniques used to detect contaminants in water, sediment and biota. Projects include assistance with TMDL's including sampling/data collection program, QAPP preparation and stakeholder involvement.



# Troy W. Stinson, P.E.

## **Publications and Presentations**

- Combined Sewer Overflow Long Term Control Plan, City of Joliet, August 2009.
- Lombard Combined Sewage Treatment Facility Public Information Meeting, Village of Lombard, August 2007.
- Stinson, T.W., “Taking the Mystery Out of Troubleshooting and Enhanced BPR System”, Illinois Water Environment Association, 28<sup>th</sup> Annual Conference, March 2007.
- Stinson, T.W., “So you Need to Replace Equipment and Control Odors – How the Two Can Work Together”, 2005 Wisconsin Wastewater Operators’ Association 39th Annual Conference, Green Bay, WI
- Biological Nutrient Removal (BNR) Operation in Wastewater Treatment Plants – MOP 29, WEF Press, 2005
- Stinson, T.W., “Retrofitting or New Technology for Nutrient Removal”, Illinois Water Environment Association, 2004 Plant Operations Seminars, DeKalb, IL
- Carlson J.M., Stinson, T.W., Bachman, T., “Providing Fiscal Responsibility in the TMDL Process: A WWTP Stakeholder Group’s Perspective”, Water Environment Federation WEFTEC 2004, New Orleans, LA
- Stinson, T.W., Hussey, R.A., “Case Study–Comprehensive Odor Control Plan for the Kankakee River Metropolitan Agency”, Illinois Water Environment Association 2003 Annual Conference, Rockford, IL
- Stinson, T.W., Larson, T.A., “Biological Phosphorus Removal – Optimizing System Performance,” WEF Water Environment and Technology, Vol. 15, No. 7, July 2003
- Stinson, T.W., “How Phosphorus Removal Would Impact Your Facility if Required by Upcoming Nutrient Standards”, Illinois Water Environment Association 2002 Annual Conference, Rockford, IL
- Stinson, T.W., “City of Dixon Wastewater Treatment Plant Expansion”, Illinois Association of Water Pollution Control Operators–67<sup>th</sup> Annual Conference, Springfield, IL, 2002
- Stinson, T.W., “Stakeholder Participation in TMDL’s”, Proceedings of the National TMDL Science and Policy 2002 Specialty Conference, WEF, Phoenix, AZ, 2002.
- Stinson, T.W., Larson, T.A., “Biological Phosphorus Removal – Plant Optimization and Troubleshooting–Maximizing Your Systems Performance,” Proceedings of the 4<sup>th</sup> Annual Plant Operations and Maintenance, WEF 2002 Specialty Conference, Kansas City, MO
- Stinson, T.W., B.G. Jones, R. Clavel, “How Stakeholders Can Positively Affect the Development of TMDL’s To Participate or Not, That is the Question,” Central States WEF 75<sup>th</sup> Annual Meeting, St. Cloud, MN 2002, WEFTEC 2002, Chicago, IL 2002
- Stinson, T.W., “Phosphorus Removal–Case Studies Getting the Most From Your Enhanced BPR Systems,” Wisconsin Wastewater Operator’s Association Annual Conference, Green Bay, WI 2000
- “Phosphorus Removal – Operational Concerns and Troubleshooting,” North Central District Wisconsin Wastewater Operators Association, 1999



# Troy W. Stinson, P.E.

- “Design and Operational Characteristics of an Enhanced Biological Nutrient Removal Process Retrofit,” Proceedings of the Water Environment Federation 69th Annual Conference and Exposition, Dallas, TX, 1996
- “Full-Scale Results of the Anaerobic/Oxic Process for Nutrient Removal with Return Activated Sludge Denitrification,” Southern District Wisconsin Wastewater Operator’s Association, 1996
- “Enhanced Biological Phosphorus Removal at the Milton Wastewater Treatment Activated Sludge Facilities,” Central States Water Environment Federation 69th Annual Meeting, St. Cloud, MN, 1996
- “Chemical Versus Biological Phosphorus Removal: Alternative Treatment Analysis,” University of Wisconsin Department of Civil and Environmental Engineering Seminar, Madison, WI, 1996
- “Anaerobic and Anoxic Selector Design for Nutrient Removal and Process Control,” Illinois Association of Wastewater Agencies, Joliet, IL, 1996
- “Biological Process Retrofit Reduces Effluent Phosphorus Concentrations,” 29th Annual Conference, Wisconsin Wastewater Operator’s Association, 1995
- “The Basics of Phosphorus Removal at Wastewater Treatment Facilities,” Southern District Wisconsin Wastewater Works Operators Conference, 1994
- “Pesticides and Other Synthetic Organic Compounds in Water, Sediment, and Biota in Streams of the Upper Illinois River Basin in Illinois, Indiana, and Wisconsin,” with Daniel J. Sullivan, USGS Water Resource Investigation Report, 1993

## Professional Affiliations

- Illinois Association of Wastewater Agencies
- Illinois Water Environment Association
- Water Environment Federation/Central States Water Environment Association
- Wisconsin Wastewater Operator’s Association
- WEF Ten States Standards Review Committee

## Awards

We received the American Consulting Engineering Council of Wisconsin’s “1996 Engineering Excellence Honor Award for its Innovative Phosphorus and Ammonia Removal Design” for the City of Milton Wastewater Treatment Facilities.





# Thomas L. Foltz, P.E.

## Education

B.S. Civil/Environmental Engineering – University of Wisconsin-Madison, 1974

## Registration

Professional Engineer in Wisconsin

## Field of Expertise

Conventional and Advanced Wastewater Treatment Process Design, Anaerobic (TPAD and conventional) and Aerobic Biosolids Stabilization, Energy Recovery, Biosolids Storage, Privatized Biosolids Management, Design/Build Project Delivery, Advanced Biosolids Dewatering, Hydraulics, Pump and Pump Station Design, Wastewater Collection and Conveyance System Master Planning, Pipeline Design, Operations Troubleshooting, Construction Financing, Construction Administration and Project Management

## Positions Held

Strand Associates, Inc.®	1991 - Present	Senior Associate, Project Engineer/Project Manager
Foth & Van Dyke and Associates	1986 - 1991	Division Manager
Zimpro Inc.	1975 - 1986	Process and Applications Engineer

## Professional Experience

Professional experience gained with a design build engineering contractor and the remaining experience has been devoted to consulting engineering. Engineering experience includes pilot plant design and operation, report writing, facilities planning, application for various permits and licenses including WPDES and hazardous waste treatment, process and mechanical design, process startup, process troubleshooting, cost-estimating, grant and loan applications and administration, specification preparation O&M Manual preparation, and existing facility renovation. Project management responsibilities include planning, design and construction for wastewater collection, conveyance and treatment facilities.

- **Wastewater** experience includes collection and conveyance system planning, design and construction for sanitary districts, lake districts, and recreational facilities. Treatment facility design experience includes pumping station; preliminary and primary treatment lagoons; secondary and advanced (PACT) wastewater treatment; phosphorus removal; and disinfection facilities for plants ranging in size from 0.5 mgd to 53 mgd.
- **Biosolids Management** experience includes planning, design, and construction of projects employing gravity, gravity belt, centrifuge, auger and screen, and dissolved air floatation thickening; anaerobic digestion; centrifuge and belt press dewatering; low and intermediate levels of wet air oxidation; multiple hearth and fluidized bed furnace combustion; sludge processing odor control, liquid sludge storage, dewatered sludge storage and biosolids land application. These projects have been completed for facilities ranging in size from 1 mgd to 40 mgd.
- **Hazardous Waste** experience includes application for treatment license, preliminary investigation/feasibility study work for remediation of groundwater contaminated by landfill leachate and design of a groundwater recovery and storage facility for management of groundwater contaminated by petroleum products.



# Thomas L. Foltz, P.E.

## **Presentations**

- Technical Papers include those prepared for WWOA and various WEF Associations throughout the United States and participation as an author on the Task Force on Sludge Conditioning, which prepared the “Manual of Practice No. FD-14,” for the Water Environment Federation.
- Select lectures for University of Wisconsin-Madison CEE 426, Wastewater Treatment Plant Design.

## **Professional Affiliations**

- Water Environment Federation
- Central States Water Environment Association Government Affairs Committee
- Wisconsin Wastewater Operators Conference
- NACWA – Affiliate Member Representative
- WEF Student Chapter UW Madison, Liaison
- WISWARN Organizing Committee



# Ronald G. Fait, P.E.

## Education

M.S. Civil/Environmental Engineering – University of Wisconsin-Madison, 1971

B.S. Civil/Environmental Engineering – University of Wisconsin-Madison, 1970

## Registration

Professional Engineer in Wisconsin and Illinois

## Field of Expertise

Hydraulics; Hydrologic Investigation, Water Quality Evaluation, Stormwater Disposal, Sewer System Evaluations and Rehabilitation; Municipal and Industrial Wastewater Treatment Planning, Design, Construction, and Operation Assistance

## Positions Held

Strand Associates, Inc.®

1971 - Present

Senior Associate, Project Engineer, Project Manager, and Wastewater Discipline Coordinator

## Professional Experience

Extensive consulting experience in the field of environmental engineering with emphasis on all facets of the wastewater discipline including planning, design, and construction and startup services.

- **Infiltration/Inflow (I/I) Analysis, Sewer System Evaluation Survey, and/or Sewer System Rehabilitation** experience includes serving as project manager or lead engineer on more than 25 completed projects of up to 50-mgd capacity. Includes extensive experience with coordination and supervision of survey crews, evaluation of data, analysis of findings, and preparation of construction plans and specifications.
- **Wastewater Treatment and Sludge Management** experience includes planning, design and construction and startup services for more than 50 completed projects of up to 105-mgd capacity. Includes experience with treatability and pilot studies, evaluation and design of most unit processes in current practice and extensive experience with anaerobic digestion, preparation of operation and maintenance manuals, and operator training and startup assistance.

## Professional Affiliations

- National Society of Professional Engineers
- Water Environment Federation
- Wisconsin Society of Professional Engineers
- American Society of Civil Engineers

## Publications

- *Selection of Phosphorus Removal Alternatives*, Water Resources Policy in Wisconsin: General Supporting Studies, Vol. 2. U.S. Dept. of Interior Office of Water Resources Research Technical Report B-038-WIS. 1971.



# Bradley J. Lake, P.E.

## Education

M.S. Civil/Environmental Engineering – University of Iowa, Iowa City, 1991

B.S. Civil/Environmental Engineering – University of Iowa, Iowa City, 1990

## Registration

Professional Engineer in Wisconsin and Illinois

## Field of Expertise

Wastewater Treatment Processes Planning/Design/Construction Management, Hazardous Waste Investigations and Remedial Design, Water Distribution System Investigations, Lake and River Studies, and Construction Management

## Positions Held

Strand Associates, Inc. <sup>®</sup>	1991 - Present	Senior Associate, Project Manager
Barrientos and Associates, Inc.	1988 - 1991	Field Engineer
Environmental Resource Scientists, Ltd.	1990	Field Engineer

## Professional Experience

- **Municipal Wastewater** experience includes the planning, design and the construction management of treatment facility improvements including screening and grit removal facilities, activated sludge processes, clarification facilities, chlorination and dechlorination systems, ultraviolet disinfection systems, flow equalization, chemical and biological phosphorus removal facilities, sludge storage, and pumping stations. Studies include evaluation of chemical and biological treatment processes in facilities planning, chemical phosphorus removal jar testing, and operation and maintenance manuals for wastewater treatment facilities. Construction observation experience includes surveying, field observation of construction activities at wastewater sites and unsewered communities.
- **Site Environmental** experience includes determining responsible parties for contamination by conducting historical reviews and field investigations, determining the extent of contamination from an identified source, evaluating remediation alternatives, construction observation of contaminated soil excavations, environmental compliance audits, and Phase 1 environmental site assessments.
- **Water Resources** experience includes fish bioaccumulation studies for pesticides, herbicides, and metals, collection of water samples to determine water quality impact of dredging operations on the upper Mississippi River, limnological studies on several lakes and reservoirs, including the Coralville Reservoir, and collection of sediment samples.
- **Potable Water System** experience includes distribution modeling, design of booster pumping stations, and well siting studies.



# Kevin K. Hopkins, P.E.

## Education

M.S. Civil/Environmental Engineering - Michigan Technological University, Houghton, 1989

B.S. Environmental Engineering - Michigan Technological University, Houghton, 1987

## Registration

Professional Engineer in Wisconsin and West Virginia

## Field of Expertise

Municipal and Industrial Wastewater Treatment, Construction Observation, Water Treatment, Hazardous Waste Site Investigations and Remediation

## Positions Held

Strand Associates, Inc.®

1989 - Present

Project Manager/Project Engineer

## Professional Experience

- **Municipal Wastewater** experience includes facility planning, design, construction observation, and operation and maintenance manual preparation for several wastewater treatment facilities. Experience includes preliminary treatment, biological treatment, nutrient removal, sedimentation, disinfection, chemical feed systems, anaerobic digestion, thickening, and dewatering facilities for new and upgraded wastewater treatment facilities.
- **Solids Management** experience includes temperature phased anaerobic digestion design and operation.
- **Wastewater Conveyance** experience includes sewer system evaluation survey (SSES) of communities in Wisconsin and Illinois including infiltration and inflow (I/I) analysis, sanitary sewer smoke testing, nighttime flow metering, inline flow metering, data analysis, and preparation of probable cost opinions for sewer system upgrade, preparation of plans and specifications for sewer system rehabilitation, and construction observation and general observation of sewer rehabilitation.
- **Water Treatment** experience includes design and construction phase management of treatment processes for surface water and groundwater treatment plants. Experience includes chemical treatment with rapid mix, flocculation, and sedimentation, gravity and filtration, pressure filters, membrane filtration, and sedimentation sludge handling and storage.
- **Industrial Wastewater** experience includes analysis of existing systems, preparation of preliminary design reports for system improvements, and preparation of operation and maintenance manuals for cheese, whey, and vegetable processing industries. Examples of treatment systems evaluated include spray irrigation of wastewater and collection of silage stack leachate for treatment.
- **Hazardous Waste Management** experience includes coordination of soil, bedrock, and groundwater contamination investigations; evaluation of treatment alternatives for a petroleum contaminated site; and coordination of construction and operation of a soil and groundwater remediation system.



# Kevin K. Hopkins, P.E.

## Professional Affiliations

- Water Environment Federation
- Central States Water Environment Association
- Wisconsin Wastewater Operators Association

## Continuing Education Courses and Seminars

- CSWGA Phosphorus Rule Webcast, November 2010
- WEF Co-Digestion of Organic Waste at Wastewater Treatment Plants Webcast, July 2010
- WEF Private Property I/I Webcast, December 2007
- WEF-AWWA “Residual and Biosolids Management Conference,” including “Bioenergy: High Performance Anaerobic Digestion” workshop, April 2005
- Central States Water Environmental Association “Beneficial Use of Biosolids: Strategies for Success and Acceptance,” April 2004
- University of Wisconsin-Extension: OSHA 40-hour Health and Safety Training, June 1994, and OSHA 8-hour Manager’s Training, January 1997; HAZWOPER Hazardous Waste Site Worker 8-hour Refresher Training, January 1998
- University of Wisconsin-Madison, Department of Engineering: “Design of Corrective Action Systems for the Cleanup of Flammable Liquid and Solvent Contamination,” June 1992
- University of Wisconsin-Madison, Department of Engineering: “Creating and Using Wetlands for Wastewater Disposal and Water Quality Improvement,” April 1995
- University of Wisconsin-Madison, Department of Engineering: “Creating Wetlands for Habitat Enhancement and Mitigation,” May 1993
- University of Wisconsin-Milwaukee, Center for Continuing Education: “The SESOIL Modeling Workshop for Soil Contamination,” October 1993
- Enviro/Tech Safety Training





# Nick Bartolerio

## Education

B.S. Civil/Environmental Engineering - University of Wisconsin-Madison, 2009

M.S. Environmental Engineering - University of Illinois at Urbana-Champaign, 2011

## Field of Expertise

Wastewater Treatment Plant Design and Operation, Biological Treatment Processes

## Positions Held

Strand Associates, Inc.®	2011 - Present	Engineer-in-Training
University of Illinois	2009 - 2011	Research Assistant
Veolia Water	2008 - 2009	Engineering Co-op
United Water	2007 - 2008	Engineering Co-op
Giles Engineering Associates, Inc.	2006	Intern Field Technician

## Professional Experience

- On-site wastewater process analysis and optimization at the largest public/private wastewater partnership in the country.
- Project management of a variety of wastewater treatment plant maintenance and capital repair and replacement projects.
- Biological nutrient removal system design, operation, and analysis at the bench and full scales.
- Construction monitoring experience including construction materials testing, verification of adherence to project plans and specifications, and field report writing.



# David J. Walker, P.E., S.E.

## Education

M.S. Civil/Environmental Engineering – University of Illinois-Champaign, 1984  
B.S. Civil/Environmental Engineering – University of Wisconsin-Platteville, 1979

## Registration

Professional Engineer in Wisconsin, Iowa, Kentucky, and Indiana  
Licensed Structural Engineer in Illinois

## Field of Expertise

Structural Design, Structure Inspection, Project Management, and Bridge Design

## Positions Held

Strand Associates, Inc.®	1989 - Present	Structural Engineer, Project Manager
U.S. Army Corps of Engineers, Rock Island District	1979 - 1989	Structural Engineer, Project Manager

## Professional Experience

Consulting experience in the field of structural engineering with emphasis on bridge and hydraulic structure design and inspection, project management, wastewater and potable water treatment plants, and industrial structures.

- **Municipal Wastewater and Potable Water Design** experience includes structural design of wastewater and potable water treatment plant facilities utilizing cast-in-place concrete, precast concrete, masonry, and structural steel building components for communities in Wisconsin and Illinois. Design work includes finite element analysis of plates, tanks, and slabs.
- **Industrial Structure Design** experience includes site layout and structural design for single and multistory additions to manufacturing and canning plants utilizing cast-in-place concrete, masonry, prestressed concrete, and structural steel building components as well as architectural detailing and preparation of contract specifications. Experience includes structure additions as well as modifications to existing structural framework to meet process/space use requirements.
- **Structural Inspection** experience includes preparation of inspection reports for existing navigational locks and dams on the Mississippi and Illinois Rivers and reservoir control structures at Coralville, Saylorville, and Red Rock Lakes (Iowa). Transportation system inspection experience includes both highway and railroad bridges. Building inspection experience includes existing industrial facilities roof, wall, and floor slab systems. Inspection reports include documentation of existing conditions and proposal of rehabilitation and replacement alternatives.
- **Retaining Structure Design** experience includes stability analysis and structural design for reinforced concrete, precast concrete, and modular block retaining walls, anchored and cantilevered steel sheet pile walls, and post and panel retaining walls.
- **Hydraulic Structure Design** experience includes reinforced concrete and steel sheet pile floodwalls, guide walls, and mooring cells; navigational structures (locks and dams); flood control pump stations; and steel floodwall closure structures. Experience includes stability analysis and structural design for new hydraulic structures and rehabilitation of existing structural elements using Corps of Engineers Engineering Manuals (EM) and Design Criteria.



# David J. Walker, P.E., S.E.

- **Bridge Design (Wisconsin Department of Transportation)** experience includes hydraulic evaluation; site layout and field survey; structural, approach roadway and pavement design; governmental agency coordination; preparation of plans, specifications, and estimates (PS&E) for single and multispan concrete slab and prestressed girder structures and box culverts; preparation of structure survey reports (SSR); design study reports (DSR); and TRANS 207 reports. Bridges designed for railroad as well as town road, county, and state trunk highway systems, and pedestrian bridges.

Project Manager for USH 41 Brown County Reconstruction project involving multiple structures with aesthetic detailing. Coordination with Brown County design team included BOS, WisDOT Northeast Region, and multiple consulting firms.

- **Bridge Design (Illinois Department of Transportation)** experience includes hydraulic evaluation; site surveying; bridge condition reports (BCR); type, size and location plan preparation (TS&L); traffic analysis reports and final structural design for multispan reinforced concrete slab and prestressed girder structures and box culverts. Bridges designed for county and state trunk highway systems. Developed rehabilitation plans and design analysis of truss superstructure and concrete substructures.
- **Bridge Design (Iowa Department of Transportation)** experience includes multispan concrete slab highway bridge, multispan steel girder railroad bridges, and reinforced concrete abutments, piers, and footings.
- **Railroad Bridge Design** experience includes structural design for two 160-foot-long four span, and one 120-foot-long two span, steel girder railroad bridges. Design and detailing according to AREMA and railroad specifications was required for concrete abutments and piers, steel girders, diaphragms, lateral bracing, and connections. Coordinated with the railroad to incorporate their standard design details and specifications into the projects.
- **Aesthetic Treatment Design** experience includes development of aesthetic details, surface treatments, and related specifications for bridge railings, abutments, wingwalls, and retaining walls.
- **Project Management** experience includes shop drawing review, coordination of bridge and structural designs with various governmental agencies (Department of Transportation, Department of Natural Resources; Department of Commerce, State Historical Society), railroads, survey crews, and support design disciplines (HVAC, electrical, and drafting).

## Professional Affiliations

- American Society of Civil Engineers, Officer, Quad City Section, 1981 - 1984, Chairman 1997  
Wisconsin Section Spring Technical Conference



# Kathleen J. Lesters, E.I.T.

## Education

B.S. Civil Engineering - Purdue University, West Lafayette, Indiana, 2002

## Registration

Engineer-in-Training

## Field of Expertise

Structural Design of Wastewater and Water Treatment Facilities, Industrial Buildings New Bridges, Bridge Rehabilitation, and Pedestrian Bridges

## Positions Held

Strand Associates, Inc.®	2002 - Present	Engineer
Naperville, Illinois	2001	Intern Engineer

## Professional Experience

- **Wastewater and Water Treatment Facilities** structural design of treatment and control buildings, pump stations, administration buildings, reservoirs, and miscellaneous tank and building modifications. Projects include:
  - Joliet Wastewater and Water Treatment Plants - Joliet, Illinois
  - Village of Cross Plains Wastewater Treatment Plant - Cross Plains, Wisconsin
  - Water Treatment Plant for Bargersville Utilities - Morgan County, Indiana
- Building design experience included foundation design, structural steel, reinforced concrete, and masonry design, and analysis of existing building structures for additions/improvements. Projects include:
  - Danisco, Inc. - Madison, Wisconsin
  - Kraft Foods, Inc. - Naperville, Illinois
- **Bridge** experience includes superstructure, substructure and foundation design, stage construction, bridge rehabilitation, and pedestrian bridge design and rehabilitation in the state of Illinois. Projects include:
  - 127<sup>th</sup> Street over IAS/Metra Railroad - IDOT District 1, Illinois
  - IL 176 over I-94 - Illinois Tollway, Illinois
  - I-94 over EJ&E Railroad - Illinois Tollway, Illinois
- **General Structural Design** experience includes cast-in-place, soldier pile and sheet piling retaining walls and analysis and design of tank structures.
- **Roadway Design** experience includes resurfacing rural street project.
- **Field Engineering and Observation** experience includes a variety of services on water and wastewater treatment plants and bike paths. Experience includes shop drawing review and onsite observation.

## Professional Affiliations

- The American Society of Civil Engineers



# Mark K. Shubak, P.E.

## Education

B.S. Civil Engineering – University of Wisconsin-Platteville, 1993

## Registration

Professional Engineer in Wisconsin, Illinois, and Iowa

## Field of Expertise

Stormwater Conveyance and Storage Design, Stormwater Green Infrastructure Planning and Design, Stormwater Management Planning, Stormwater and Floodplain Ordinance Development and Interpretation, Floodplain and Floodway Studies, Hydrologic and Hydraulic Modeling, Stormwater Utilities, Highway Drainage Engineering, Municipal Engineering, Street and Highway Design, and Site Civil Planning and Design.

## Positions Held

Strand Associates, Inc. <sup>®</sup>	2000 - Present	Project Engineer
Engineering Enterprises, Inc.	1994 - 2000	Project Engineer
Northern Environmental Technologies, Inc.	1993 - 1994	Project Engineer

## Professional Experience

- **Stormwater Management and Permitting** experience includes stormwater master planning, conservation and sustainable site design, stormwater conveyance and storage facility design for residential and commercial developments, soil erosion control design and monitoring, stormwater review engineer for municipal and county governments, and permitting experience with various municipalities, counties, and regulatory agencies. Performed permitting/planning services that included stormwater system mapping, stormwater and erosion control ordinances, public information and education programs, illicit discharge detection and elimination, stormwater pollution prevention plans (SWPPs), annual reporting and stormwater quality management planning including Stormwater Best Management Practice (BMP) alternatives analysis and design.
- **Best Management Practice Evaluation and Design** experience includes managing wet weather with various stormwater green infrastructure technologies such as wet detention basins, bioretention ponds, constructed wetlands, infiltration basins, vegetated swales, rain gardens, green roofs, rain harvesting, downspout disconnection, permeable pavements, and establishment of riparian buffers.
- **Floodplain and Watershed Management** experience includes hydraulic and hydrologic modeling, watershed planning, shoreline and streambank stabilization/restoration, bridge hydraulics, floodplain and floodway analysis, floodplain mapping, and FEMA NFIP requirements and standards.
- **Streambank Restoration** project experience includes several projects in Wisconsin, Illinois, Iowa, and West Virginia to restore highly degraded urban streams. These projects incorporated the following streambank restoration techniques: vegetated geogrids, vegetated boulder revetments, sack gabions, gabion mattress, instream ledge rock drops, coir fiber rolls, rip-rap, erosion mat (temporary and permanent), articulated concrete blocks, and in-line stormwater treatment devices. . Project highlights have included serving as the lead stormwater and hydraulic engineer on the \$25 million Bee Branch Creek Restoration project in the City of Dubuque, Iowa.



# Mark K. Shubak, P.E.

- **Highway Drainage Engineering** experience includes comprehensive stormwater drainage analysis and design for major highway and bridge projects for Wisconsin Department of Transportation, Illinois Department of Transportation, and Illinois State Toll Highway Authority. Projects have included stormwater master planning and design for the Highway 51/29 corridor in Marathon County, Wisconsin, Highway 12 between Baraboo and Lake Delton, Wisconsin, Verona Road/West Madison Beltline in Madison, Wisconsin, and Open Road Tolling Plazas in DeKalb and Dixon, Illinois.
- **Municipal Engineering** experience includes design and construction of urban and rural streets, sanitary sewers, water mains, and stormwater conveyance and storage facilities as well as intercepting sewers and separation of combined sewers, construction observation and contract administration, and review of new development site plans and improvement plans for municipalities.
- **Site Civil Planning and Design** experience with major site development projects involving parking, grading, soil erosion and sedimentation control, stormwater drainage and management, lighting, traffic, permitting, landscaping, utilities, and roadway systems with commercial, industrial, institutional, and/or retail developments.

## Professional Affiliations

- American Society of Civil Engineers
- Illinois Association of Floodplain and Stormwater Management
- Wisconsin Association of Floodplain, Stormwater, and Coastal Management





# Justin J. Gutoski, E.I.T.

## Education

B.S. Civil Engineering – University of Wisconsin-Milwaukee, 2008

## Field of Expertise

Water Resources and Environmental Emphasis

## Positions Held

Strand Associates, Inc.®	2008 - Present	Engineer
	2006	Intern
City of Wauwatosa, Wisconsin	2007	Surveyor
Kohler Company, Wisconsin	2005 - 2006	Engines Division
City of Janesville, Wisconsin	2004	Engineering Assistant

## Professional Experience

- Firm experience includes:
  - Site design work for a new fire station project in the Village of Poynette.
  - Completed construction observation for the Cedar Street Road and utility reconstruction project in the Village of Plain, Wisconsin and the Monona Drive Utility Reconstruction project for the City of Monona, Wisconsin.
  - Hydraulic calculations and detention basin design for the Frank H. Street improvements Industrial Park detention basin and Ripp Park detention basin projects in Waunakee, Wisconsin.
  - Stormwater and erosion control permits Wisconsin Department of Natural Resources, Illinois Environmental Protection Agency, and numerous municipalities and counties in Wisconsin and Illinois.
  - Used the hydraulic modeling program XP-SWMM to analyze potential improvements to the existing drainage system to address existing problem areas under existing land use conditions for the City of Garrett, Indiana and the University of Wisconsin-Platteville.
  - Designed a bioretention basin and storm sewer for an expansion of a utility garage for the Public Works Department in the Village of Mount Horeb, Wisconsin.
  - Stormwater utility design for Topeka Drive in Lake Mills, Wisconsin.
  - Detention basin and stormwater utility design on Hickory Street in Lancaster, Wisconsin, and for the redesign of Gateway Boulevard in Beloit, Wisconsin.
  - Performed numerous bridge hydraulic studies using the hydraulic modeling program HEC-RAS.
  - Verona Road stormwater improvements for WisDOT.
  - Stormwater improvements project for the University of Wisconsin-Whitewater.
- **City of Wauwatosa, Wisconsin**, experience included working with engineering technicians completing surveys on Wauwatosa Avenue, Harwood Avenue, and State Street for reconstruction of sanitary and storm sewer and water utilities. Completed sewer inspections for existing sanitary stormwater lines.
- **City of Janesville, Wisconsin**, experience included working on projects with engineering technicians surveying for future sewer and water pipeline and staking out land as well as drafting engineering plans for future street reconstruction.
- **Computer** experience includes MicroStation, HydroCAD, FlowMaster, XP-SWMM, StormCAD, HEC-RAS Culvert Master and WinSLAMM, and Microsoft Office.

## Professional Affiliations

- American Society of Civil Engineers



# Michael R. Sill, P.E.

## Education

B.S. Architectural Engineering – Milwaukee School of Engineering, Wisconsin, 1999

## Registration

Professional Engineer in Wisconsin (Registration No. 39022-6); pending Illinois registration.

## Field of Expertise

Building Mechanical Engineering including Heating, Ventilating, and Air-Conditioning (HVAC) System Design; Boiler and Steam Systems, Process Heating Systems, Industrial Ventilation, Standby Power and Energy Recovery Facilities, Plumbing Layout, and Fire Protection System Design and additional expertise in Facility Management and Building Commissioning

## Positions Held

Strand Associates, Inc.®	1999 - Present	Mechanical Engineer/Project Manager
Phoenix Products, Inc.	1997 - 1999	Lighting Applications Engineering Intern

## Professional Experience

- **Thirteen Years of Mechanical** experience in design, project management, and construction observation of various facilities including water and wastewater treatment facilities; educational, municipal, and liturgical facilities; food processing facilities, and highway facilities.
- **HVAC Systems** – Design of a wide variety of facilities including libraries, churches, theaters, office space, schools, laboratories, fire and police stations. Specific systems include in-floor radiant heating, geothermal heating and cooling systems, variable air volume (VAV) systems, building automation systems and direct digital controls (DDC), and energy recovery equipment.
- **Sustainable Design** – Design of geothermal HVAC systems, variable refrigerant volume (VRV) systems, solar domestic water heating, photovoltaic panel feasibility studies, rainwater harvesting, project management of Leadership in Energy and Environmental Design (LEED™) Platinum certified fire station.
- **Water and Wastewater Treatment Plant Facilities** – Designed heating and ventilation systems for numerous water and wastewater treatment facilities throughout the United States. System design includes high hazard environment ventilation systems, testing laboratories, effluent heat recovery, odor control equipment, natural gas distribution systems, pipe gallery and process room dehumidification, and other specialty ventilation systems.
- **Highway Facilities** – Design and construction observation of HVAC systems for toll collection and weigh station facilities. Specialty HVAC systems for highway facilities include ventilation of indoor truck-weighing and maintenance areas and toll collection booth ventilation.
- **Boiler and Steam Systems** – Design of boiler plants and steam systems including steam, feed water and condensate systems, fuel oil and gas piping, boiler controls, and steam-to-hot water heat exchangers.
- **Process Heating Systems** – Design of glycol heating systems for wastewater sludge digestion and steam injection for rail car transportation of oil.
- **Industrial Ventilation** – Design of make-up air systems, nitrogen immersion process ventilation, process odor control equipment, battery-charging facilities, and air balancing studies.



# Michael R. Sill, P.E.

- **Standby Power and Energy Recovery Facilities** – Design of standby power system facilities including use of microturbines fueled from wastewater digester gas, high temperature exhaust gas energy recovery, and generator heat reclamation.
- **Plumbing Systems** – Design of plumbing systems including waste and vent, water supply, natural gas distribution systems, and cross-contamination.
- **Fire Protection Systems** – Design of fire protection systems including fire alarm (visual and audio), and wet and dry automatic sprinkler system.
- **Temperature Controls and Instrumentation** – Preparation of process flow diagrams (PFDs), process and instrumentation diagrams (P&IDs), and control sequences of operation.
- **Facility Management** – Oversee daily maintenance tasks, implement asset tracking, schedule equipment replacement, energy monitoring, incorporating sustainable features into facility operations, HVAC system troubleshooting.
- **Building Commissioning** – Preparation of Owner's Project Requirements (OPR) and Basis of Design Memoranda (BOD), incorporating commissioning specifications into project contract documents, verification of design intent during construction, reviewing building operation and equipment checklists.
- **Commercial Building Federal Tax Deductions** – Preparation of energy models and certification of commercial buildings in accordance with Section 179D of the Internal Revenue Code (IRC) enacted in Section 1331 of the 2005 Energy Policy Act (EPAct 2005) and Internal Revenue Service (IRS) Notice 2006-52. Energy models are created to compare the taxpayer's building components (lighting, HVAC, and envelope) to ASHRAE 90.1-2001 standards for energy consumption.

## Professional Affiliations and Recognition

- American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)

## Presentations

- "Using Plant Effluent to Reduce Heating and Cooling Costs" - Wisconsin Wastewater Operators Association (WWOA), October 2011



# Nathan L. Brandt, P.E.

## Education

B.S. Mechanical Engineering – University of Wisconsin-Madison, 2003

## Registration

Registered Engineer in Wisconsin (Registration No. 41091-006)

## Field of Expertise

Design Engineering for Plumbing, Fire Protection, Industrial Piping, Refrigeration, Process Heating and Cooling, Commercial and Industrial Ventilation, and other Mechanical Systems

## Positions Held

Strand Associates, Inc.®	2004 - Present	Mechanical Engineer
John W. McDougall Co., Inc.	2003 - 2004	Mechanical Designer

## Professional Experience

Seven years of experience in the design of plumbing systems, fire protection systems, plant utilities systems including industrial piping, refrigeration, boiler systems, chiller systems, process heating and cooling systems, commercial and industrial ventilation, and other mechanical systems.

- **Plumbing Systems** - Design of plumbing systems for educational, municipal, commercial, industrial, food processing, water treatment, and wastewater treatment facilities.
- **Fire Protection Systems** - Design of fire protection systems for wastewater treatment, water treatment, industrial, food processing, and commercial facilities. Systems include wet, dry, clean agent fire suppression, and foam suppression.
- **Ammonia Refrigeration** - Design of industrial refrigeration systems for food processing plants.
- **Boiler and Steam Systems** - Design of boiler replacements and additions, and steam distribution systems including steam, feed water and condensate systems, natural gas piping, and boiler controls.
- **Process Heating and Cooling Systems** - Design of high temperature glycol, high temperature water, chilled water, and chilled glycol systems for industrial facilities.
- **Commercial and Industrial Ventilation** - Design of make-up air systems, plant clean-up air systems, process air cooling systems, and engine room and boiler room ventilation systems for industrial facilities. Design of HVAC systems and controls for commercial, municipal, and educational facilities.
- **Solar Domestic Water Heating** - Design of solar domestic hot water systems for commercial and government facilities.
- **Select Projects** include International Food Processor boiler replacements, chiller replacements, production line installations, facility expansions, utility mapping, capacity calculations, energy recovery, ventilation upgrades and replacements. Fire station design, water and wastewater treatment facility design, and green building design.

## Professional Affiliations

- American Society of Plumbing Engineers (ASPE)



# Patrick J. Rank, P.E.

## Education

B.S. Civil/Environmental Engineering – University of Wisconsin-Madison, 1988

## Registration

Professional Engineer in Wisconsin

## Field of Expertise

Resident Project Representative, Municipal Engineering, Street and Highway Design, Water and Wastewater Systems, Construction Management, Land Development, Hydraulics, Stormwater Regulations, Stormwater Management

## Positions Held

Strand Associates, Inc.®	1988 - Present	Senior Associate, Municipal Engineer/Project Manager
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## Professional Experience

- **Construction Engineering** experience involves client-contractor relations, construction observation, surveying, construction staking, review of shop drawings, contractor pay requests, preparation of operation and maintenance manuals, record drawings, punchlist, final project closeout. Provided Resident Project Representative services on numerous Village of New Glarus projects including Second Street (Sixth Avenue to Fourteenth Avenue), Wisconsin Division of State Facility (DSF) projects including Wyman Mall Utility Improvements, Turner Hall Lift Station, Domestic Water Main, Steam and Condensate Replacement, Village of Lake Barrington, Illinois \$8 million Industrial Park Improvements, City of Joliet, Illinois \$20 million, 45 mgd wastewater treatment plant, along with project for the Village of Campbellsport, Town of Algoma, City of Whitewater, City of Sun Prairie, City of Berlin,
- **Project Manager** for the following DSF projects include Steam and Condensate Replacement and Wyman Mall Utility Replacement project on the UW-Whitewater campus; Turner House Lift Station, Domestic Water Main Improvements, Charter Street and Lakeshore Path Lake Water Main, Observatory Drive Improvement projects on the UW-Madison campus. Involved with more than 25 State of Wisconsin, Department of Administration, Division of State Facilities projects during the past 16 years.
- **Public Involvement** experience includes leading public information meetings to identify project goals and solutions. Facilitate discussion between stakeholders to reach consensus on issues of concern. Provide one-on-one discussion with concerned residents to provide education of the proposed infrastructure improvements.
- **Utility Planning** experience includes forecasting design flows and establishing design schematics and constraints for municipal service extensions including sanitary sewer, water supply, and stormwater facilities, utility corridors and procuring easement and right-of-way. Project involvement has included State of Wisconsin - Division of State Facilities, Whitewater, Onalaska, Berlin, Algoma Sanitary District No.1, New Glarus, Wisconsin, and Lake Barrington, Illinois, among others.
- **Utility Design** experience includes water main, chilled water main, sanitary sewer and storm sewer extensions, pumping stations, flow monitoring stations, replacements of existing systems. Project Manager on multiphase, \$8 million existing and fully developed Industrial and Business Park, utilities, pumping station and street project. Project engineer on West Campus Co-gen Utilities, UW-Madison Central Campus Utilities, and UW-Whitewater Chilled Water Plant and Distribution.



# Patrick J. Rank, P.E.

- **City and Village Engineer** experience includes public informational meetings, budget preparation, ordinance review and preparation, resolution development, subdivision review, park planning, public involvement, public relations, design options and creativity, project schedules, and facilitate meetings. Served as City/Village Engineer for New Glarus, Campbellsport, Lake Barrington, Algoma Sanitary District No.1, and Town of Algoma. Consultant for State of Wisconsin, Whitewater, Berlin, Onalaska, Waupaca, and Brooklyn.
- **Street Reconstruction** experience includes miles of reconstruction for urban street in campus, residential, commercial, industrial and business areas. Special attention required for streetscape improvements, campus schedule and events, drainage, erosion control, and traffic control.
- **Municipal** experience includes project engineering, site surveys, governmental agency permitting, design, feasibility cost-estimates, construction observation of projects, downtown streetscape and park projects, stormwater management systems, sanitary sewer systems and extensions, water distribution systems and extensions, and sanitary sewer pumping stations and engineering design for code compliance.
- **Stormwater Management** experience includes basin and subbasin design for storm sewers, major stormwater runoff management studies, detention basin design, and facility design. Project Engineer for Stormwater Management Study at UW-Whitewater/City of Whitewater. Project Engineer for stormwater management design at the Sun Prairie Business Park.
- **Stormwater Regulation** experience includes site investigations and testing of industrial facilities, preparation of drawings, and NPDES permit applications for stormwater discharge associated with industrial activity.
- **Site Planning** experience with new and refurbished developments, parking, drainage, lighting, grading, traffic control, bike facilities, streetscaping, landscaping, utilities, park and recreational areas, and traffic systems.
- **Construction Management** experience includes projects with the State of Wisconsin-Division of State Facilities ranging from UW-Madison and UW-Whitewater projects to the Southern Wisconsin Veterans Memorial Cemetery, along with numerous various projects of all sizes ranging from street and utility reconstruction, pumping stations, streetscapes, park and recreational facilities, parking lots, industrial and business parks, chilled water piping, and electrical duct banks for state, municipal, and private entities.

## Professional Affiliations

- American Society of Civil Engineers
- American Public Works Association
- Wisconsin Society of Professional Engineers





# Todd Copiskey

## Education

Associates Degree – University of Wisconsin-Stevens Point

Land Survey Technician Associates Degree – Nicolet Area Technical College

## Field of Expertise

Land Surveying

## Positions Held

Strand Associates, Inc.<sup>®</sup>

June 2008 - Present

Survey Technician

## Professional Experience

- **Surveying and Data Collection** experience includes the use of GPS and Total Station equipment to accomplish the following:
  - Construction staking and layout
  - Construction staking verification
  - Topographic surveys
- **CADD** experience includes the use of Microstation, Geopak, and Trimble Geomatics office for the following:
  - Importing survey data into computer
  - Use survey data to create base map and TIN
  - Use of Microstation for a variety of drafting purposes



# Brent M. Studnicka, P.E.

## Education

B.S. Electrical Engineering – University of Wisconsin-Platteville, 1989

## Registration

Professional Engineer in Illinois

## Field of Expertise

Electrical Power Distribution (15 kV and below), Emergency and Standby Power Systems, Process Controls Instrumentation, and Microprocessor-Based Control Systems

## Positions Held

Strand Associates, Inc.®	2000 - Present	Project Manager, Discipline Coordinator-Electrical/Mechanical
Sargent & Lundy LLC	1997 - 2000	I&C Project Engineer
	1995 - 1997	Senior I&C Engineer
	1989 - 1995	I&C Engineer

## Professional Experience

- **Municipal Electrical System** experience includes design of electrical distribution and control systems for water distribution systems, water production facilities, and wastewater treatment plants. Experience also includes process control, emergency power communication systems, instrumentation, and supervisory systems utilizing telemetry.
- **Industrial Electrical System** experience includes design of electrical distribution, lighting and control systems for industrial and food processing plants. Experience includes electric service to plant, analysis and modification of existing systems, plant communication network analysis and expansion, building automation system evaluation and expansion, P&ID preparation, and construction observation. Familiar with requirements for food processing areas including sanitation and washdown and affect on electrical system design.
- **SCADA System** experience includes design of widely separated control systems that utilize radio and telephone based communications to link the systems together. Experience includes both water and wastewater systems.
- **Control System Graphic User Interface** experience includes development and maintenance of computer-based graphics as the operator interface for water and wastewater plants. User interface development includes development of automatically generated State and operational reports.
- **Select Projects** include International Food Processor Plant one-line updates and distribution system documentation, International Food Processor boiler expansion, International Food Processor production line installation, City of Joliet Radium Removal Water Plants, Specialty Food Processor freezer addition, International Food Processor building demolition projects, City of Loves Park Radium Removal Water Plants, International Food Processor Water Supply modifications, Logan Todd Regional Water Commission Raw Water Pumping Station, Kenilworth Water Treatment Plant upgrades, Lindenhurst Water and Wastewater Treatment Plant SCADA System and SCADA graphics, Dixon Wastewater Treatment Plant SCADA System graphics, and Loves Park Water SCADA System and SCADA graphics.

## Professional Affiliations

- The International Society of Automation, American Water Works Association



# Daniel J. Hanahan, E.I.T.

## Education

B.S. Electrical Engineering – Purdue University, West Lafayette, Indiana, 2012

## Registration

Engineer-In-Training

## Field of Expertise

Electrical Engineering

## Positions Held

Strand Associates, Inc.®	2012 - Present	Transportation Engineer
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## Professional Experience

- **Electrical Design** experience includes analyzing and designing Power Systems.
- **Controls Design** experience includes creation of a graphical user interface s.



# Nolan C. Culberson

## Education

Associate Degree, Civil Engineering Technology - Fairmont State College, Fairmont, West Virginia, 1992

## Registration

Drafting Certification: Monongalia County Vocational Technical Center, Morgantown, West Virginia, 1978

## Field of Expertise

Transportation Construction, Material Testing and Inspection, Municipal Construction, and Preliminary Survey and Property and Land Surveys

## Positions Held

Strand Associates, Inc.®	1990 - Present	Engineering Technician/Project Engineer
Morgantown Utility Board, West Virginia	1989 - 1990	Engineering Technician
CTL Engineering of West Virginia, Inc.	1984 - 1989	Engineering Technician
Bernard G. Sampson Company	1981 - 1984	Drafting Technician
Pope Evans and Robbins	1980 - 1981	Mechanical Drafting Technician

## Professional Experience

Consulting experience in the field of construction and drafting with emphasis on transportation, environmental and municipal/transportation construction projects. Project Engineer/Assistant Project Engineer on municipal/highway construction projects.

- **Municipal Construction Resident Project Representative** experience includes work at two large wastewater treatment plants. Responsible for reviewing schedules, running monthly progress meetings with contractor, owner and engineer; conducting onsite observation and startup; reporting to design engineer when clarification of contract documents are necessary; maintaining records and daily logs and reports as related to the project progression; preparing final punch list and record changes for final as built drawings, and serving as liaison between engineer, owner and contractor.
- **Transportation Construction** project engineer includes observation, placement, and testing of concrete and asphalt for bridges, mainline pavement, and access roads; observing placement of borrow/unclassified excavations, granular, and gravel base courses. Responsibilities include surveys of horizontal and vertical control and erosion control, and quantity measurements of work items. Field activities include observation of items prior to and during incorporation into work, as well as documentation of construction including survey notes, diaries, weekly reports, and biweekly payment to contractors. Experience also includes field quality control inspection and testing services for concrete, reinforcing steel and soils which involved conducting concrete, aggregate and soil testing in the construction materials laboratory.
- **Drafting** experience includes property plats, subdivision maps and general mapping, and final design documents for various construction projects. This work included preparation of pencil and ink drawings of orthographic and isometric views from blueprints, photos, and other source materials.



# Brian J. Fisher

## Education

Associates in Applied Science – Morrison Institute of Technology, Morrison, Illinois, 2008

## Field of Expertise

Computer-Aided Design and Drafting, Surveying, and Construction Observation

## Positions Held

Strand Associates, Inc.®

2008 - Present

Water Technician

## Professional Experience

- **Drafting** experience includes computer drafting of municipal water treatment plants, pipe schematics, and demonstration figures using AutoCAD 2007, Architectural Desktop 2007, CivilCAD 2008, and MicroStation Version 8 design software.
- **GIS** experience includes use of ArcGIS, AutoCAD, and hard copy mapping to add and modify data, attributes, structures, and line work for utility GIS databases.



# Ronald L. Rosten

## Education

B.S. Construction Administration – University of Wisconsin-Madison, 1990  
UW Extension-Plumbing Design, 2003

## Field of Expertise

Developing and implementing corporate CAD standards, AutoCAD Training

## Positions Held

Strand Associates, Inc.®	1990 - Present	Construction Inspection
Donohue and Associates	1988 - 1990	AutoCAD Technician

## Professional Experience

- Wisconsin Department of Transportation (WisDOT)
- STH 33 – Highway inspection, surveying
- WalCoMet Wastewater Treatment Facility - Lead Technician
- Lake Como Sanitary District - Water main and sanitary line construction observation, and asphalt paving observation
- Logan Todd Water Treatment Plant Design - Lead Technician
- Deerfield Wastewater Treatment Plant - Lead Technician
- Kankakee, Illinois - Kankakee River Metropolitan Agency Wastewater Treatment Facility - Lead Technician
- Ashippun Sanitary District Wastewater Treatment Plant Expansion - Lead Technician
- Columbus City Utilities Wastewater Treatment Plant, Columbus, Indiana - Lead Technician
- City of Dixon, Illinois - Wastewater Treatment Plant - Lead Technician
- City of Dodgeville, Wisconsin - Wastewater Treatment Plant Expansion - Lead Technician
- Glen Ellyn, Illinois - Glenbard Wastewater Authority Wastewater Treatment Plant Modifications, Lead Technician
- Illinois-American Water Company-Oak Valley WRF Expansion - Lead Technician
- Lake Barrington Homeowner Association Aerobic Digester Design - Lead technician
- Village of Lindenhurst, Illinois - Wastewater Treatment Plant Design - Lead Technician
- Village of New Glarus, Wisconsin - Wastewater Treatment Plant Design - Lead Technician
- City of Oshkosh, Wisconsin - Wastewater Treatment Plant Standby Generator Design - Lead Technician
- City of Fond du Lac, Wisconsin - Water Pollution Control Plant Biogas Modifications - Lead Technician
- Parkersburg, West Virginia - Utility Board Wastewater Treatment Plant Design - Lead Technician
- City of Beaver Dam, Wisconsin - Water Treatment Plant Modifications - Lead Technician
- Racine Water and Wastewater Utilities Wet Weather Process Optimization - Lead Technician
- City of Sandwich, Illinois - Wastewater Treatment Plant Modification - Lead Technician
- Village of Sussex, Wisconsin - Water Pollution Control Facilities Design - Lead Technician
- City of Washington, Illinois - Wastewater Treatment Plant Design - Lead Technician
- City of Algoma, Wisconsin - Well House and Treatment Plant Design - Lead Technician



**TYPE:** Ordinance **SUBMITTED BY:** Joe Caracci **DATE:** 08/22/2012

**DESCRIPTION:** Ordinance Amending the Bensenville Village Code adopting the DuPage County Stormwater and Floodplain Management Ordinance

**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

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**COMMITTEE ACTION:** I & E (unanimous approval)

**DATE:** 08/21/2012

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**BACKGROUND:** The County of DuPage has recently adopted a comprehensive re-write of its Stormwater and Floodplain Management Ordinance (Ordinance) and a group of associated General Certifications (GC's), both effective April 25, 2012. The Village had adopted the previous Ordinance as its own under Title 9, Chapter 14 of the Village Code. The Village must now adopt the revised Ordinance in order to be in compliance with its partial waiver status and to preserve its participation in the national flood insurance program for its residents.

**KEY ISSUES:** A review of the existing Village Code has found there are some redundancies and inconsistencies with the newly revised Ordinance. Consequently, we are recommending revisions to Title 9, Chapters 12, 13, and 14. It is our understanding that the text of these chapters was adopted *en masse* in 2010 under Ordinance 84-10 when the Village adopted a new building code. Consequently, the past citations of where the original language came from is no longer listed by the codifier.

The subject matter of Title 9, Chapter 12 (Special Flood Hazard Areas) has been incorporated into various sections of the revised Ordinance and was in fact redundant with existing Chapter 14 (Stormwater Management and Development in Floodplain Regulations). It is our recommendation that Chapter 12 be deleted in its entirety and the chapter number be reserved for future use.

The title of Title 9, Chapter 13 (Soil Erosion and Sedimentation Control) does not clearly indicate the intent and purpose of the chapter. It appears its intent was to monitor and control land modifications that could affect local drainage negatively or cause soil erosion and sedimentation problems – possibly associated with the demolition of homes for the OMP expansion. It is our belief that the chapter still has value to the Village provided the attached language is used to substitute for it. The proposed text would preserve the Village's ability to monitor and control the grading, filling, or excavating of private property when it is not associated with the construction of another permitted improvement (such as a structure or pool).

The proposed language for Title 9, Chapter 14 (Stormwater Management and Development in Floodplain Regulations) includes the adoption of both the revised Ordinance & new GC's, and the creation of Village-controlled Fee-in-Lieu of programs for both Site Runoff Storage and Post Construction Best Management Practices.

**ALTERNATIVES:** Discretion of the Village Board

**RECOMMENDATION:** Approval of necessary ordinance to adopt the new County stormwater ordinance. The I&E Committee unanimously recommended approval of this item (vote 7-0) at their August 21, 2012 meeting.

**BUDGET IMPACT:** No budget impact.

**ACTION REQUIRED:** Approval of Ordinance to Adopt the DuPage County Stormwater and Floodplain Management Ordinance and Village Code Revisions

## MEMORANDUM

DATE: July 6, 2012

TO: Joseph Caracci, Village of Bensenville

FROM: Paul Bourke, Christopher B. Burke Engineering, Ltd. *PRB*

SUBJECT: Adoption of DuPage County Stormwater and Floodplain Management Ordinance and Village Code Revisions  
(CBBEL Project No. 07.0619.201B, Task 03)

The County of DuPage has recently adopted a comprehensive re-write of its Stormwater and Floodplain Management Ordinance (Ordinance) and a group of associated General Certifications (GC's), both effective April 25, 2012. The Village had adopted the previous Ordinance as its own under Title 9, Chapter 14 of the Village Code. The Village must now adopt the revised Ordinance in order to be in compliance with its partial waiver status and to preserve its participation in the national flood insurance program for its residents.

We have reviewed the existing Village Code and found there are some redundancies and inconsistencies with the newly revised Ordinance. Consequently, we are recommending revisions to Title 9, Chapters 12, 13, and 14. It is our understanding that the text of these chapters was adopted *en masse* in 2010 under Ordinance 84-10 when the Village adopted a new building code. Consequently, the past citations of where the original language came from is no longer listed by the codifier.

The subject matter of Title 9, Chapter 12 (Special Flood Hazard Areas) has been incorporated into various sections of the revised Ordinance and was in fact redundant with existing Chapter 14 (Stormwater Management and Development in Floodplain Regulations). It is our recommendation that the Chapter be deleted in its entirety and the chapter number be reserved for future use.

The title of Title 9, Chapter 13 (Soil Erosion and Sedimentation Control) does not clearly indicate the intent and purpose of the chapter. It appears its intent was to monitor and control land modifications that could affect local drainage negatively or cause soil erosion and sedimentation problems – possibly associated with the demolition of homes for the OMP expansion. It is our belief that the chapter still has value to the Village provided the attached language is used to substitute for it. The proposed text would preserve the Village's ability to monitor and control the grading, filling, or excavating of private property when it is not associated with the construction of another permitted improvement (such as a structure or pool). For example, this would be a safeguard against the filling of a private lot that would then shunt stormwater runoff to an adjoining property in negative fashion. The 5000 SF maximum for surface disturbance found in the definition of Land Modification was chosen to prevent conflicts with the requirements of the adopted Ordinance – all site disturbances greater than 5000 SF require that a Stormwater Certification (Permit) be issued by the Village.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

## MEMORANDUM

The proposed language for Title 9, Chapter 14 (Stormwater Management and Development in Floodplain Regulations) includes the adoption of both the revised Ordinance & new GC's, and the creation of Village-controlled Fee-in-Lieu of programs for both Site Runoff Storage and Post Construction Best Management Practices. As stated earlier, the adoption of the new Ordinance by reference is mandatory for the Village to remain in its partial waiver status and qualify its residents for flood insurance. Even though the Village is a partial waiver community, we further recommend the adoption of the GC's so that those who wish to build within the floodplain can avail themselves of the reduced permitting requirements afforded by them. Chapter 14 currently provides for the existence of the Site Runoff Storage (Detention) Fee-in-Lieu of program, but is silent regarding that for the Post Construction Best Management Practices Fee-in-Lieu of program. Having both in place allows for any of the collected fees to stay within the community versus being sent to DuPage County.

The County has requested that all communities adopt the new Ordinance by July 25, 2012. Given the meeting schedule of several communities, that deadline will not be met by all. That being said, the Village should strive to adopt the new Ordinance as soon as it can so that the Stormwater Certification (Permitting) process can proceed smoothly.

If you should have further questions, please advise.

PRB/jmc  
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**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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# **Chapter 13**

## **LAND MODIFICATION**

### **9-13-1: PURPOSE; INTENT:**

### **9-13-2: DEFINITIONS:**

### **9-13-3: PERMIT REQUIRED:**

### **9-13-4: LAND MODIFICATIONS:**

### **9-13-1: PURPOSE; INTENT:**

It is the purpose of this chapter to control land modifications and excavation activities to prevent:

- A. Land modifications that cause surface water runoff to adversely affect adjacent properties.
- B. Soil erosion, sedimentation, and earth, soil, rock removal that will result in damage to or loss of topsoil.
- C. Sedimentation that will affect the quality of runoff or the capacity of storm sewers, drainage channels, streams, and structures.

### **9-13-2: DEFINITIONS:**

**GRADING PLAN:** Topographical plan that shows the existing land conditions including elevations, drainage, structures and natural objects, and proposed elevations, drainage, structures and natural objects

**LAND MODIFICATION:** Any modification to the existing land surface, including fills of more than two thousand five hundred (2,500) cubic feet, excavations of more than two thousand five hundred (2,500) cubic feet, ground surface elevation changes that will affect drainage onto or off of adjacent property, or surface disturbances of more than two thousand five hundred (2,500) square feet, but less than five thousand (5,000) square feet.

### **9-13-3: PERMIT REQUIRED:**

Before any Land Modification is made, a permit for the proposed work shall be obtained from the community development director. The application for permit shall be submitted on forms provided by the director, and at a minimum shall include the following information:

- A. All information required on the application form, including the location of the proposed work, a grading plan showing existing and proposed conditions and purpose for which the work is proposed.
- B. The application shall include the area of land that will be stripped of vegetation, the location of any proposed soil stockpiles, the limits of any excavation, the measures taken to keep soil erosion and sedimentation to a minimum, the effects on drainage and a schedule of land modification activities including re-vegetation.

#### **9-13-4: LAND MODIFICATIONS:**

No permit for a Land Modification, either separately or as a part of a building permit, shall be issued unless a sediment and erosion control plan is submitted that provides for the following:

- A. The smallest practical area of land is exposed at any given time in the development.
- B. The area exposed shall be kept to as short a duration of time as is practical.
- C. Sediment basins, debris basins, de-silting basins or soil traps shall be installed and maintained to remove sediment from runoff waters from land undergoing development.
- D. Provisions shall be made to effectively accommodate any runoff caused by changed soil surface conditions during and after development.
- E. Permanent, final plant covering or structures shall be installed as soon as possible.
- F. The erosion control plan shall relate to the topography and soil at the site so that the lowest potential for erosion is created.

# **Chapter 14**

## **STORMWATER MANAGEMENT AND DEVELOPMENT IN FLOODPLAIN REGULATIONS**

### **9-14-1: ADOPTION OF REGULATIONS:**

### **9-14-2: SITE RUNOFF STORAGE AND POST CONSTRUCTION BEST MANAGEMENT PRACTICES VARIANCE FEE PROGRAMS:**

#### **9-14-1: ADOPTION OF REGULATIONS:**

- A. There is hereby adopted, for the purpose of establishing regulations and standards for the control of Stormwater throughout the Village and development with the floodplain in the Village, the "DuPage County Stormwater and Floodplain Management Ordinance" (Ordinance), effective April 25, 2012, as the Stormwater Management and Floodplain Ordinance of the Village, as is fully set forth in this chapter, and each and all of the regulations therein, except, as deleted, modified, or amended in this chapter and including any and all amendments thereto that may, from time to time, be adopted by the County of DuPage. Copies thereof shall be made available in the office of the Department of Community Development.
- B. There is hereby adopted, for the purposes of establishing regulations and standards for control of Stormwater throughout the Village and development with the floodplain in the Village, the "DuPage County Stormwater Management General Certifications", effective April 25, 2012, and any and all amendments and additions thereto that may, from time to time, be adopted by the County of DuPage. Copies thereof shall be made available in the office of the Department of Community Development.

#### **9-14-2: SITE RUNOFF STORAGE AND POST CONSTRUCTION BEST MANAGEMENT PRACTICES VARIANCE FEE PROGRAMS:**

- A. Variances may be considered by the Village's Stormwater Oversight Committee, and granted or denied, in its sole discretion, to permit payment of a Site Runoff Storage fee in lieu of compliance with the Site Runoff Storage requirements of the Ordinance adopted for the Village in 9-14-01 of this chapter. Variances may be considered by the Village's Stormwater Administrator, and granted or denied in his sole discretion, to permit payment of a Post Construction Best Management Practices Fee in lieu of compliance with the Post Construction Best Management Practices requirements of the Ordinance adopted for the Village in 9-14-01 of this chapter. All development in the village, a partial waiver community, shall participate in the Village's Site Runoff Storage variance fee and Post Construction Best Management Practices variance fee programs which shall be structured and operated in accordance with Article XIII of the Ordinance.
- B. An adopted fee schedule, attached to the Ordinance as Schedule B and by this reference incorporated into this section, identifies reasonable and rational cost to provide Site Runoff



Storage and Post Construction Best Management Practices in the same watershed planning area as the variance. The fees set forth include the cost of planning, acquiring land, construction, operation, and maintenance.

- C. Funds collected shall be accounted for in separate project or watershed planning area accounts. Funds shall be used to enhance existing site runoff storage or post construction best management practices facilities and related components, construct off-site site runoff storage or post construction best management practices facilities and related components, provide maintenance of site runoff storage or post construction best management practices facilities, or undertake other development that provides a watershed benefit.
- D. All payments made for fee in lieu of compliance variances shall be refunded to the person who paid the fee, or to such person's successor in interest, if the Village fails to encumber such fees for a specific purpose within ten years after the date on which the fees were collected; provided that such fees shall be refunded only if the person who paid the fees, or such person's successor in interest, files a written petition with the Village for such refund within one year from the date by which such fees are required to be encumbered.
- E. All accounting records shall be made available to the DuPage County Stormwater Committee upon request.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING AND RESTATING, IN THEIR ENTIRETY, TITLE 9, CHAPTERS 12, 13, AND 14 OF THE BENSENVILLE VILLAGE CODE (ADOPTION OF REVISED DUPAGE COUNTY STORMWATER MANAGEMENT ORDINANCE)

WHEREAS, the Village of Bensenville (hereinafter the “Village”) is a duly organized and existing Illinois municipality pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq.; and

WHEREAS, the County of DuPage has adopted a revised County Stormwater and Floodplain Management Ordinance (hereinafter the “Ordinance”), effective April 25, 2012; and

WHEREAS, the County of DuPage has adopted a series of DuPage County Stormwater Management Certifications, effective April 25, 2012; and

WHEREAS, the adoption of the Ordinance and Stormwater Management Certifications will provide for the orderly development of properties within the Village and is a requirement to maintain the Village’s participation in the national flood insurance program for its residents; and

WHEREAS, the Village is a partial-waiver community under the previous County Stormwater Ordinance and wishes to remain so under the current Ordinance; and

WHEREAS, the President and Board of Trustees have determined that Title 9 of the Code should be amended to adopt the Ordinance, with local amendments, to regulate structures and properties located within the Village: and

WHEREAS, proper regulation of structures and properties within floodplain and wetland areas provides protection from flood damages and preserve vital natural resources; and

WHEREAS, the Village desires to create, oversee, and manage fee-in-lieu of variance funds for Site Runoff Storage and Post-Construction Best Management Practices; and

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 in regular session, as follows:

SECTION ONE: That the recitals set forth above are incorporated herein and made a part hereof by reference.

SECTION TWO: That the Bensenville Village Code, Title 9, Chapter 12 (Special Flood Hazard Areas) be deleted in its entirety and the chapter number reserved for future use.

SECTION THREE: That the Bensenville Village Code, Title 9, Chapter 13 (Soil Erosion and Sedimentation Control) be deleted in it's entirety and be replaced with the following:

### **Chapter 13 LAND MODIFICATION**

#### **9-13-1: PURPOSE; INTENT:**

#### **9-13-2: DEFINITIONS:**

#### **9-13-3: PERMIT REQUIRED:**

#### **9-13-4: LAND MODIFICATIONS:**

#### **9-13-1: PURPOSE; INTENT:**

It is the purpose of this chapter to control land modifications and excavation activities to prevent:

- A. Land modifications that cause surface water runoff to adversely affect adjacent properties.
- B. Soil erosion, sedimentation, and earth, soil, rock removal that will result in damage to or loss of topsoil.
- C. Sedimentation that will affect the quality of runoff or the capacity of storm sewers, drainage channels, streams, and structures.

#### **9-13-2: DEFINITIONS:**

**GRADING PLAN:** Topographical plan that shows the existing land conditions including elevations, drainage, structures and natural objects, and proposed elevations, drainage, structures and natural objects.

**LAND MODIFICATION:** Any modification to the existing land surface, including fills of more than two thousand five hundred (2,500) cubic feet, excavations of more than two thousand five hundred (2,500) cubic feet, ground surface elevation changes that will affect drainage onto or off of adjacent property, or surface disturbances of more than two thousand five hundred (2,500) square feet, but less than five thousand (5,000) square feet.

#### **9-13-3: PERMIT REQUIRED:**

Before any Land Modification is made, a permit for the proposed work shall be obtained from the community development director. The application for permit shall be submitted on forms provided by the director, and at a minimum shall include the following information:

- A. All information required on the application form, including the location of the proposed work, a grading plan showing existing and proposed conditions and purpose for which the work is proposed.
- B. The application shall include the area of land that will be stripped of vegetation, the location of any proposed soil stockpiles, the limits of any excavation, the measures taken to keep soil erosion and sedimentation to a minimum, the effects on drainage and a schedule of land modification activities including re-vegetation.

#### **9-13-4: LAND MODIFICATIONS:**

No permit for a Land Modification, either separately or as a part of a building permit, shall be issued unless a sediment and erosion control plan is submitted that provides for the following:

- A. The smallest practical area of land is exposed at any given time in the development.
- B. The area exposed shall be kept to as short a duration of time as is practical.
- C. Sediment basins, debris basins, de-silting basins or soil traps shall be installed and maintained to remove sediment from runoff waters from land undergoing development.
- D. Provisions shall be made to effectively accommodate any runoff caused by changed soil surface conditions during and after development.
- E. Permanent, final plant covering or structures shall be installed as soon as possible.
- F. The erosion control plan shall relate to the topography and soil at the site so that the lowest potential for erosion is created.

SECTION FOUR: That the Bensenville Village Code, Title 9, Chapter 14 (Stormwater Management and Development in Floodplain Regulations) be deleted in it's entirely and be replaced with the following:

### **Chapter 14 STORMWATER MANAGEMENT AND DEVELOPMENT IN FLOODPLAIN REGULATIONS**

#### **9-14-1: ADOPTION OF REGULATIONS:**

#### **9-14-2: SITE RUNOFF STORAGE AND POST CONSTRUCTION BEST MANAGEMENT PRACTICES VARIANCE FEE PROGRAMS:**

#### **9-14-1: ADOPTION OF REGULATIONS:**

- A. There is hereby adopted, for the purpose of establishing regulations and standards for the control of Stormwater throughout the Village and development with the floodplain in the

Village, the “DuPage County Stormwater and Floodplain Management Ordinance” (Ordinance), effective April 25, 2012, as the Stormwater Management and Floodplain Ordinance of the Village, as is fully set forth in this chapter, and each and all of the regulations therein, except, as deleted, modified, or amended in this chapter and including any and all amendments thereto that may, from time to time, be adopted by the County of DuPage. Copies thereof shall be made available in the office of the Department of Community Development.

- B. There is hereby adopted, for the purposes of establishing regulations and standards for control of Stormwater throughout the Village and development with the floodplain in the Village, the “DuPage County Stormwater Management General Certifications”, effective April 25, 2012, and any and all amendments and additions thereto that may, from time to time, be adopted by the County of DuPage. Copies thereof shall be made available in the office of the Department of Community Development.

**9-14-2: SITE RUNOFF STORAGE AND POST CONSTRUCTION BEST MANAGEMENT PRACTICES VARIANCE FEE PROGRAMS:**

- A. Variances may be considered by the Village’s Stormwater Oversight Committee, and granted or denied, in its sole discretion, to permit payment of a Site Runoff Storage fee in lieu of compliance with the Site Runoff Storage requirements of the Ordinance adopted for the Village in 9-14-01 of this chapter. Variances may be considered by the Village’s Stormwater Administrator, and granted or denied in his sole discretion, to permit payment of a Post Construction Best Management Practices Fee in lieu of compliance with the Post Construction Best Management Practices requirements of the Ordinance adopted for the Village in 9-14-01 of this chapter. All development in the village, a partial waiver community, shall participate in the Village’s Site Runoff Storage variance fee and Post Construction Best Management Practices variance fee programs which shall be structured and operated in accordance with Article XIII of the Ordinance.
- B. An adopted fee schedule, attached to the Ordinance as Schedule B and by this reference incorporated into this section, identifies reasonable and rational cost to provide Site Runoff Storage and Post Construction Best Management Practices in the same watershed planning area as the variance. The fees set forth include the cost of planning, acquiring land, construction, operation, and maintenance.
- C. Funds collected shall be accounted for in separate project or watershed planning area accounts. Funds shall be used to enhance existing site runoff storage or post construction best management practices facilities and related components, construct off-site site runoff storage or post construction best management practices facilities and related components,

provide maintenance of site runoff storage or post construction best management practices facilities, or undertake other development that provides a watershed benefit.

- D. All payments made for fee in lieu of compliance variances shall be refunded to the person who paid the fee, or to such person's successor in interest, if the Village fails to encumber such fees for a specific purpose within ten years after the date on which the fees were collected; provided that such fees shall be refunded only if the person who paid the fees, or such person's successor in interest, files a written petition with the Village for such refund within one year from the date by which such fees are required to be encumbered.
- E. All accounting records shall be made available to the DuPage County Stormwater Committee upon request.

SECTION FIVE: That all ordinances and resolutions, or parts thereof, in conflict with the provision of this Ordinance are, to the extent of such conflict, expressly repealed.

SECTION SIX: That this Ordinance shall be in full force and effect from and after its adoption, 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 28<sup>th</sup> day of August, 2012.

APPROVED:

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Frank Soto, Village President

ATTEST:

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Susan Janowiak, Village Clerk

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

NAYES: \_\_\_\_\_

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



TYPE: Ordinance SUBMITTED BY: S. Viger DATE: 08.23.12

**DESCRIPTION:** Ordinance approving a Conditional Use Permit to allow an "Indoor Athletic facility" for Crossfit 1013, internal to the existing industrial building located at 764 W. Foster Avenue in an existing I – 2 Light Industrial District.

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

**COMMITTEE ACTION:** Community & Economic Development  
(approved unanimously 7 – 0 )

**DATE:** 08.21.12

**BACKGROUND:**

The subject property exists in a multiple tenant industrial building. The Village has approved similar "athletic facilities" in the past (boxing gym, wrestling school). The applicant is looking to open a new, privately owned business called Crossfit 1013. The proposed business is a small-scaled gym with members scheduled for particular 'fitness' class times. Minimal surrounding impacts and adequate parking is available as the proposed use will occur during off-peak hours.

**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 finds that as the proposed Athletic facility internal to the existing building and adequate parking is found within the industrial park, the criteria have been satisfied

**ALTERNATIVES:**

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

**RECOMMENDATION:** Staff respectfully recommends approval of the requested Conditional Use Permit with three conditions. At the 07.23.12 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 three staff conditions and added a fourth as enumerated below:

1. The Conditional Use Permit be granted solely to Crossfit 1013 and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board.
2. The property shall be developed and utilized in substantial conformance to the plans submitted as part of this application prepared for Crossfit 1013 submitted 06.21.12.
3. No more than 27 occupants will be allowed at one time within the subject property.

Condition Added by the CDC

4. An AED machine is housed on the premises.

On 08.21.12 the CEDC voted unanimously to approve the Conditional Use with the Conditions recommended by the CDC (vote 7-0).

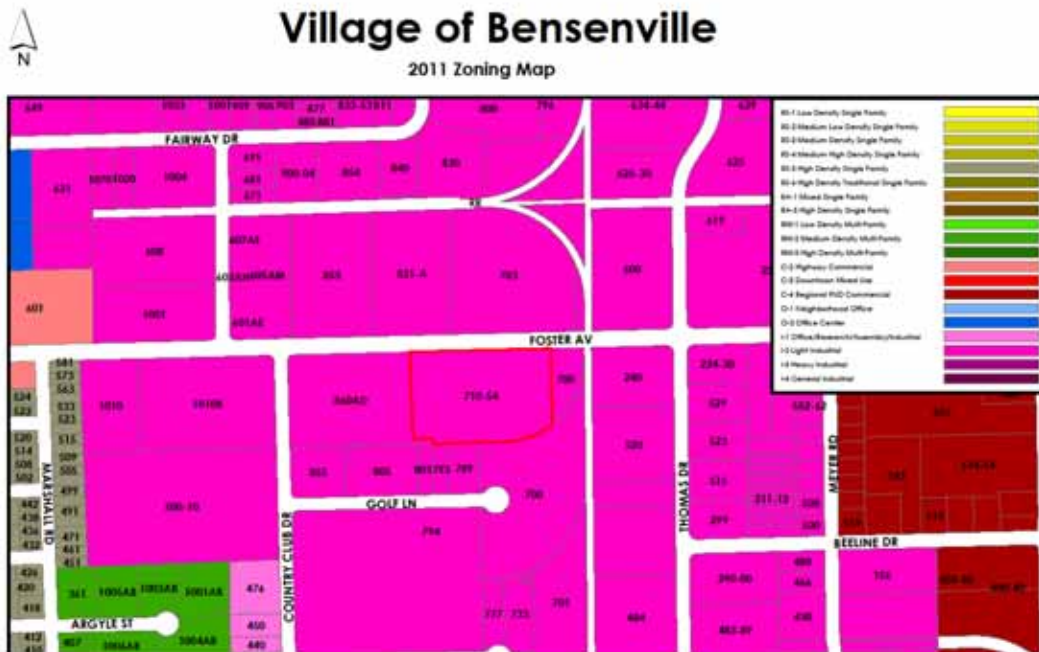
**BUDGET IMPACT:** N/A

**ACTION REQUIRED:** Adoption of the Ordinance approving the Conditional Use Permit to allow an "Indoor Athletic facility" for Crossfit 1013 at 764 W. Foster Avenue.

CDC#2012 – 25 764 Foster Avenue

Crossfit 1013 – Norberto Olalde

Conditional Use Permit – “Indoor Athletic Facility”



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING THE GRANT OF A CONDITIONAL USE PERMIT  
TO ALLOW AN INDOOR ATHLETIC FACILITY  
AT 764 FOSTER AVENUE, BENSENVILLE, ILLINOIS**

**WHEREAS**, Foster Associates, LLC (“Owner”) and Norberto Olalde of Crossfit 1013 (“Applicant”) filed an application seeking a conditional use permit to allow the Owner/Applicant to allow an indoor athletic facility 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 764 Foster Avenue, 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**, an indoor athletic facility 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/Applicant was published in the Daily Herald in the Village of Bensenville, and notice by posting and personal notice as required by the Zoning Ordinance was made, 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 July 23, 2012 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, adopted the findings of facts proposed by Village Staff 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 an indoor athletic facility at the Subject Property, subject to the conditions as recommended in the Staff Report; and

**WHEREAS**, the Community Development Commission forwarded its recommendations concerning the application to the Village Board’s Community and Economic Development Committee which voted 7 – 0 to concur in the recommendation to approve the application for conditional use permit; and

**WHEREAS**, the Community and Economic Development Committee then forwarded its recommendations, along with that of the Community Development Commission, to the President and Board of Trustees on August 7, 2012; and

**WHEREAS**, the President and Board of Village Trustees considered the matter and determined, based on its consideration, that the application for conditional use 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 Foster Associates, LLC and Norberto Olalde of Crossfit 1013 to provide an indoor athletic facility 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 ownership and tenancy of Crossfit 1013, and is shall be transferred only after review by the Community Development Commission and approval of the Village Board. In the event of a sale or change of lease of the Subject Property, the proprietors shall appear before a public meeting of the Community Development Commission, and 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 permit to the new tenant and/or owner, without amendment of the conditional use permit, or if deemed needed, it shall require the new tenant/owner to petition for a new permit pursuant to the Zoning Ordinance; (2) the Subject Property shall be developed and utilized in substantial conformance with the plans submitted as part of the application, prepared for Crossfit 1013 and submitted on 06.21.12; (3) maximum occupancy of the facility shall be no more than twenty-seven (27) occupants at any one time and (4) the facility shall provide an AED machine.

**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 7th day of August, 2012.

\_\_\_\_\_  
Frank Soto, Village President

ATTEST:

\_\_\_\_\_  
Susan Janowiak, Village Clerk

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

NAYES:\_\_\_\_\_

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

**Ordinance #: \_\_\_\_\_**

**Exhibit "A"**

**Legal Description for 764 Foster Avenue**

The legal description is as follows:

LOT 33 (EXCEPT THE SOUTH 25 FEET OF THE WEST 95 FEET OF SAID LOT 33) AND THE WEST 83 FEET OF LOT 32 IN O'HARE METROPOLITAN INDUSTRIAL DISTRICT – UNIT 2, A RESUBDIVISION OF PARTS OF LOTS 1,2,3,8 AND 10 AND ALL OF LOT 9 IN HENRY D. FRANZEN'S DIVISION OF LAND IN SECTION 11, TOWNSHIP 40 NORTH RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID O'HARE METROPOLITAN INDUSTRIAL DISTRICT – UNIT 2, RECORDED SEPTEMBER 14, 1971 AS DOCUMENT R71-46718, IN DU PAGE COUNTY, ILLINOIS.

The common address is 764 Foster Avenue.



Ordinance #: \_\_\_\_\_

Exhibit "B"

Findings of Fact for 764 Foster Avenue Conditional Use Permit

**MINUTES OF THE SPECIAL COMMUNITY DEVELOPMENT COMMISSION**

July 23, 2012

Motion: Commissioner Ventura made a motion to approve the findings of facts for the Conditional Use Permit for CDC Case Number 2012-25 consisting of:

- 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. Staff has concluded parking requirements have been met by spaces found in the subject industrial park. Additionally, the proposed hours of operation are typically off-peak times minimizing traffic impact.
- 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 proposed use will not have negative effects on the environment. The applicant stated music would be played during workouts, but would keep the volume at a minimum.
- 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 proposed use would fit harmoniously with the existing character. The exterior appearance of the property in question will not be altered.
- 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 finds the proposed use to contribute to the general welfare of the Village community.

**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.

*Commissioner Rowe seconded the motion.*

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

Nays: None

All were in favor. Motion carried.

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Mike Moruzzi, Chairman  
Community Development Commission

TYPE: Ordinance SUBMITTED BY: S. Viger DATE: 08.23.12

**DESCRIPTION:** Pass the Ordinance approving variances; to allow a 4' fence and a "parking pad" in the actual corner side yard and to allow a 10' x 20' parking pad on the Baker property located at 349 S. Walnut Street in an existing RS – 5 High Density Single Family District.

**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 type="checkbox"/>	<i>Quality Customer Oriented Services</i>	<input checked="" 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>

<b>COMMITTEE ACTION:</b>	Community & Economic Development	<b>DATE:</b> 08.21.12
	Standing Committee (Village Board)	08.07.12
	Community & Economic Development	07.24.12
	Community Development Commission	07.09.12

**BACKGROUND:** The applicants recently purchased the home which had a slab poured for a detached garage that was never erected. They obtained a building permit to erect the garage and also applied for the variances to allow additional parking area south of the new garage. The applicant had sought to bring the driveway directly to Washington Avenue but the existing slab was not constructed to allow that and staff was opposed to that configuration. The applicants are also seeking to enclose a portion of their property with a chain link fence that extends into the actual corner side yard which is prohibited.

**KEY ISSUES:** To approve a Variance the Village shall find that the "Approval Criteria" found in the Zoning Ordinance are met. The Criteria include Special Circumstances, Hardship Or Practical Difficulties, Circumstances Relate To Property, Not Resulting From Applicant Action, Preserve Rights Conferred By District, Necessary For Use Of Property, Not Alter Local Character, Consistent With Title And Plan, and Minimum Variance Needed. The staff believes the proposed variances do satisfy all of these criteria.

Staff recommended that the parking pad be reduced to 9' x 18' so as to reduce the encroachment into the actual corner side yard and to align the proposed fence with the reduced parking pad. Additionally staff recommended that the fence be constructed of either wood or PVC as an aesthetic consideration. If the Committee is uncomfortable requiring a wood or PVC fence staff suggested a black coated chain link as a compromise solution.

At the 07.09.12 Public Hearing the Community Development Commission voted (5 - 0) to recommend approval of the variances with the conditions recommended by staff. There was public comment at the Hearing in support of the variances as requested.

At the 07.24.12 the Community and Economic Development Committee sent the subject case to the Village Board with the condition that site plans clearly indicating the various proposals are produced. On 08.07.12 the Village Board returned the case to the CEDC for further review and discussion.

At the 08.21.12 CEDC meeting, the Committee voted unanimously to approve three variances with different conditions than recommended by the CDC (see "Recommendation" section below).

**ALTERNATIVES:**

1. Committee discretion.
2. Deny the Ordinance approving the variances.
3. Remand the request back to the Community Development Commission.

**RECOMMENDATION:** Staff respectfully recommends approval of the attached Ordinance that includes the conditions of the CEDC as follows:

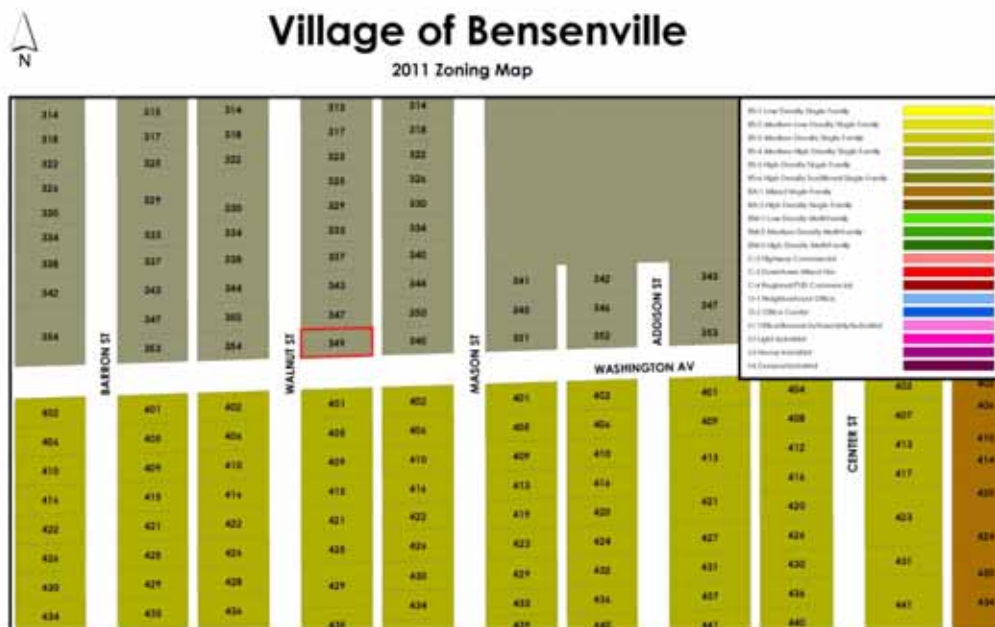
1. A single parking pad stall be permitted at 10' x 20' in size allowing an encroachment of approximately 6' into the actual corner side yard, and
2. A 4' fence extending approximately 6' into the corner side and extend along the south side of the parking pad to the setback of the detached garage, and
3. The fence installed be a black coated chain link as approved by the Village staff, and
4. The fence and parking area be landscaped appropriately to mitigate the visual impact to the surrounding area.

**BUDGET IMPACT:** N/A

**ACTION REQUIRED** Adoption of the attached Ordinance approving the variances with multiple conditions, as enumerated by the CEDC.

**CDC#2012 – 19 349 S. Walnut Street**

## Variances



**ORDINANCE # \_\_\_\_\_**

**AN ORDINANCE GRANTING CERTAIN VARIANCES  
TO ALLOW FOR CONSTRUCTION OF A PARKING PAD AND FENCE  
IN THE ACTUAL CORNER SIDE YARD  
AT 349 S. WALNUT STREET, BENSENVILLE, ILLINOIS**

**WHEREAS**, James and Aretta Baker (“Owners/Applicant”), filed an application seeking certain variances to allow the construction of a parking pad in the RS-5 Single Family Residence District at property located at 349 S. Walnut Street, Bensenville, as legally described in Exhibit "A," attached hereto and incorporated herein by reference (the “Subject Property”), a copy of said application being contained in the files for this property in the Community and Economic Development Department; and

**WHEREAS**, Notice of Public Hearing with respect to the requested variances was published in the Daily Herald on June 23, 2012, it being a newspaper of general circulation in the Village of Bensenville (the “Village”), by posting of the Subject Property and by personal notice as provided for 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 July 9, 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 fence variances, to allow a fence in the actual corner side yard, and to locate the parking pad in the actual corner side yard, but denied the request as made for a twenty feet by twenty feet (20 feet x 20 feet) parking pad, voting instead to allow a 9 foot by 18 foot parking pad in the corner side yard; and forwarded its recommendations, including the Staff Report and findings relative to the variation, to the Village Board’s Community and Economic Development Committee, as are attached hereto as Exhibit "B" and incorporated herein by reference; and

**WHEREAS**, following rehearing of a prior vote on the matter, on August 21, 2012, the Community and Economic Development Committee voted unanimously to approve the variance for a four foot fence and placement of a parking pad in the actual corner side yard, but did not agree with the recommendation of the Community Development Commission relative to the size of the pad to be approved, finding that the facts presented allowed a parking pad of 10 foot by 20 foot, with conditions, and forwarded its recommendation to the Village Board for approval; and

**WHEREAS**, the President and Board of Village Trustees have reviewed the matter herein and have determined that approval of the requested variances, as modified following discussion of the Application, 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 RS-5 Single Family Residential, which zoning classification shall remain in effect subject to the variances granted herein.

**SECTION THREE:** That the Staff Report and Recommendation to approve the variances sought as modified, 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 as modified by a finding that the parking pad should be 10 by 20 feet are adopted by the President and Board of Trustees, the Board of Trustees finding that said variances, as modified, are proper and necessary.

**SECTION FOUR:** That, the variance sought by the Owner/Applicant to construct a 20 foot by 20 foot parking pad is denied, however the following variances are hereby granted: to allow a 4 foot fence in the actual corner side yard, to locate the parking pad in the actual corner side yard and to allow a 10 foot by 20 foot parking pad in the corner side yard subject to the following conditions: (1) the fence requested shall extend to a distance to the rear of the garage, and shall be constructed in a material, such as black vinyl chain link, so as not to block the line of sight, (2) the fence and parking pad shall be landscaped appropriately to mitigate the visual impact to the surrounding area.

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

**SECTION SIX:** 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 SEVEN:** 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 August, 2012.

\_\_\_\_\_  
Frank Soto, Village President

ATTEST:

\_\_\_\_\_  
Susan Janowiak, Village Clerk

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

NAYES:\_\_\_\_\_

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

**Ordinance # \_\_\_\_-2012**

**Exhibit "A"**

**Legal Description**

LOT 132 IN VOLK BROS. EDGEWOOD, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO A PLAT THEREOF RECORDED MAY 7, 1926 AS DOCUMENT 213084, IN DUPAGE COUNTY, ILLINOIS

**MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION**

July 9, 2012

**CALL TO ORDER:** The meeting was called to order by Chairman Moruzzi at 6:34 p.m.

**ROLL CALL :** Upon roll call the following Commissioners were present:  
Moruzzi, James, Janowiak, Pisano, Weldon  
Absent: Rowe, Ventura  
A quorum was present.

**Public Hearing:** CDC Case Number 2012-19  
**Petitioner:** James Baker  
**Location:** 349 S. Walnut Street  
**Request:** 1) A Fence in the Actual Corner Side Yard  
2) A Parking Pad in the Actual Corner Side Yard  
3) A Parking Pad Larger than Allowed

**Motion:** Commissioner Weldon made a motion to open the Public Hearing for CDC Case Number 2012-19. Commissioner Janowiak seconded the motion.

**ROLL CALL :** Upon roll call the following Commissioners were present:  
Moruzzi, James, Janowiak, Pisano, Weldon  
Absent: Rowe, Ventura,  
A quorum was present.

Chairman Moruzzi opened the Public Hearing for CDC Case Number 2012-19 at 8:19 p.m.

Director of Community & Economic Development, Scott Viger, stated a legal notice was published in the Daily Herald on June 23, 2012 and that a certified copy of the legal notice is maintained in the CDC file and available for viewing. Mr. Viger also stated that Village Staff posted a notice of the Public Hearing sign on the property on June 21, 2012. Mr. Viger stated on June 22, 2012 Village Staff mailed first class notice of the public hearing to taxpayers of record within 250 feet of the property in question.

James Baker, property owner of 349 S. Walnut Street was present and sworn in by Chairman Moruzzi. Mr. Baker stated the process began in March 2012 with the Village. Mr. Baker stated his initial plans had the garage door facing Washington Street but was told he would have to cut

off two feet of the current concrete in order to do so. Mr. Baker stated it would have been too much work for a minor issue.

Mr. Baker stated he met with Village Staff several times and shared the most logical suggestions and was always denied. Mr. Baker stated if he was allowed to build the garage as he had originally proposed; there would be no need for the public hearing.

There were no questions from the Commissioners.

Public Comment:

**Karen Skwierczynski – 344 S. Walnut Street**

Ms. Skwierczynski was present and sworn in by Chairman Moruzzi. Ms. Skwierczynski stated she was in favor of the proposed design set forth by the Bakers and shared her frustration with the properties surrounding the area and asked that they be looked at for code issues.

**Ken Skwierczynski – 344 S. Walnut Street**

Mr. Skwierczynski was present and sworn in by Chairman Moruzzi. Mr. Skwierczynski stated he supported Ms. Skwierczynski's comments.

Commissioner James asked for clarification of the petitioners plans based off the picture provided to the Commission. Mr. Baker provided a brief description of the proposed plans.

Commissioner Pisano asked what type of fence Mr. Baker plans to install if approved. Mr. Baker stated he plans to install a four foot chain link fence.

Director of Community & Economic Development, Scott Viger, reviewed the Village Staff Report and stated Village Staff recommends approval base on the criteria set forth in the Village Staff report. Mr. Viger stated the Bakers purchased the property with the concrete slab already in place from the previous owner. Mr. Viger stated Village Staff has recommended a black coded chain link fence to the Bakers however, per the Village Code; the Bakers are not required to install the recommended fence if they do not wish to.

Commissioner Janowiak asked if the fire hydrant will be affected by the proposed plans. Mr. Viger stated it could be.

Commissioner Weldon asked for clarification of the process of the garage build out. Assistant Director of Community & Economic Development,

Mark Rysavy, was present and sworn in by Chairman Moruzzi. Mr. Rysavy provided testimony of the process that had taken place. Mr. Baker stated he disagreed with Mr. Rysavy's explanation.

Motion: Commissioner Pisano made a motion to close the Public Hearing for CDC Case Number 2012-19. Chairman Moruzzi seconded the motion.

Roll Call: Ayes: Moruzzi, James, Janowiak, Pisano, Weldon

Nays: None

All were in favor. Motion carried.

Chairman Moruzzi closed the Public Hearing for CDC Case Number 2012-19 at 7:51 p.m.

Motion: Commissioner Pisano made a motion to approve the findings of facts for the variances for CDC Case Number 2012-19 consisting of:

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

**Fence:** The extension of the fence into the actual corner side yard is a special circumstance due to the location of the garage and deck.

**Parking Pad Location:** The parking pad could not exist anywhere else on the property in question; however, the extent to which the parking pad exists in the corner side yard can be reduced.

**Parking Pad Size:** The enlargement of the allowable parking pad size from 18' x 18' to 20' x 20' is not a special circumstance.

- 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.

**Fence:** The hardship in fence location is due to the location of the existing 2 car-detached garage and deck limiting the grass area in the subject property's rear yard.

**Parking Pad Location:** Without the construction of the proposed parking pad, the applicant will be deprived of the opportunity to park outside of the garage commonly provided by a property's driveway. The hardship exists in that the garage pad was poured to face the alley preventing the applicant the ability to construct a "typical" driveway.

**Parking Pad Size:** Without the construction of a 9' X 18' parking pad, the applications of the provisions of the Title would result in unnecessary and undue hardship. The applicant would not have any parking available on the property in question outside of the parking garage.

- 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.

**Fence, Parking Pad Location and Size:** The subject property being a corner lot incurs certain construction difficulties in the accommodation of the corner side yard. It does not concern any financial circumstances with any party of interest with the 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.

**Fence:** The location of the detached garage and deck limit the grass in the property's rear yard area.

**Parking Pad Location:** The proposed parking pad location is not due to the applicant actions, rather is due to the subject property's development.

**Parking Pad Size:** The request for the parking pad size is not resulting from applicant action. The applicant is merely seeking an alternative method to a traditional driveway suited to the subject property.

- 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.

**Fence, Parking Pad Location and Size:** A variance is necessary to enjoy substantial property right to allow a fence and parking pad in the corner side yard.

- 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.

**Fence, Parking Pad Location and Size:** Without the granting of a variance to construct a fence and parking pad in the corner side yard, the applicant will be deprived of reasonable use of the subject 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.

**Fence, Parking Pad Location and Size:** Granting the requested variances would alter the essential character of the locality due to an encroachment into the corner side yard of the Washington Street block on which the subject property resides.

- 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.

**Fence:** New fence construction in the corner side yard is not consistent with the general development plan.

**Parking Pad Location and Size:** The requested variances are not consistent with the general development plan.

- 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.

**Fence:** The minimum variance has not been requested by the applicant in terms of fence construction. The request has been to extend the fence 16' into the corner side yard. Staff believes the minimum fence variance would be 5' into the corner side yard.

**Parking Pad Location and Size:** The minimum variance has not been requested by the applicant in location nor size to provide adequate parking space. A single parking stall of 9' x 18' would be sufficient to allow reasonable use and enjoyment of the property.

Commissioner Janowiak seconded the motion.

Roll Call: Ayes: Moruzzi, James, Janowiak, Pisano, Weldon

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Weldon made a motion to approve the variances requested for CDC Case No. 2012-19 set forth by Staff. Commissioner Pisano seconded the motion.

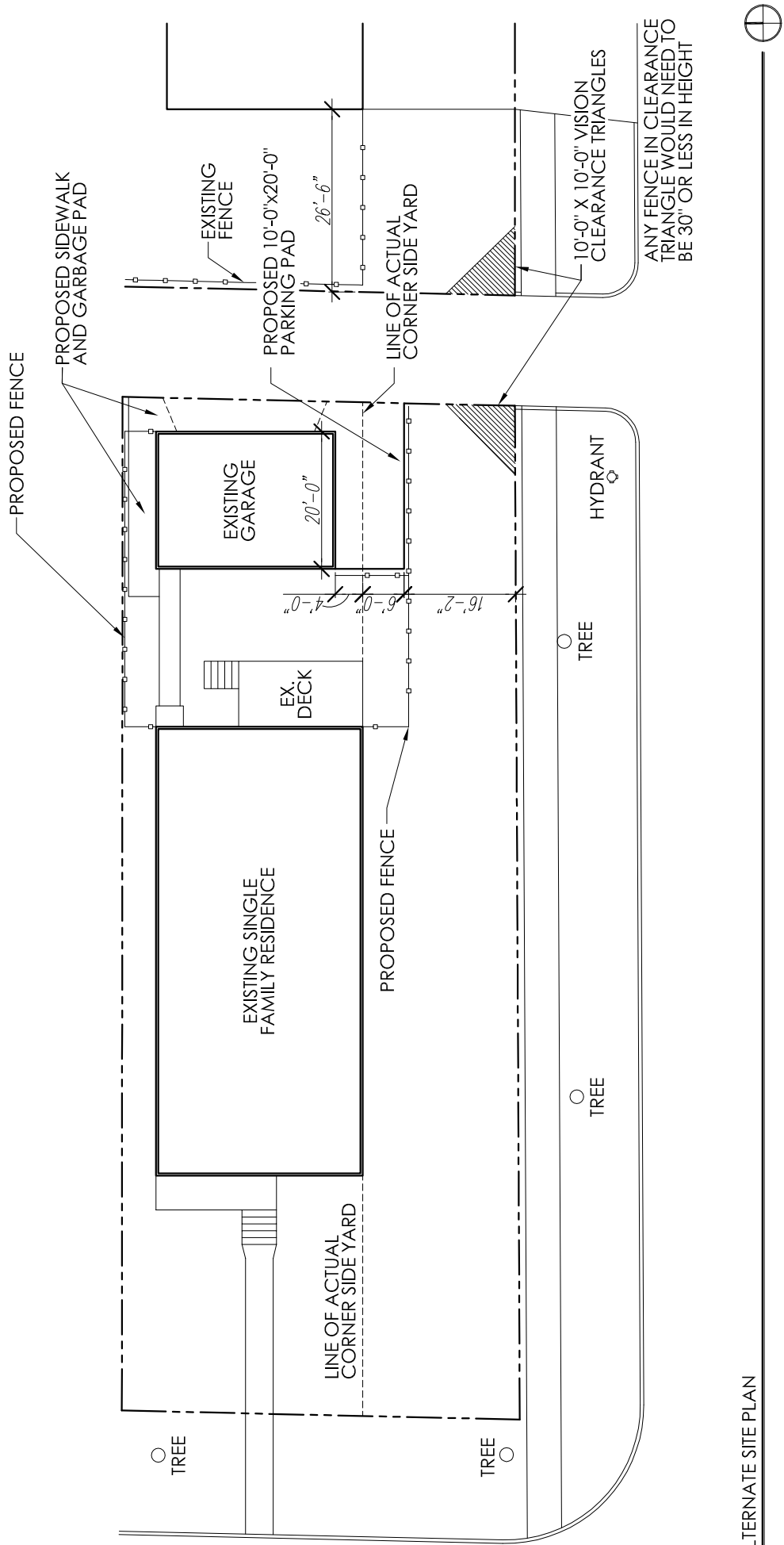
Roll Call: Ayes: Moruzzi, James, Janowiak, Pisano, Weldon

Nays: None

All were in favor. Motion carried.

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Mike Moruzzi, Chairman  
Community Development Commission



ALTERNATE SITE PLAN



TYPE: Ordinance SUBMITTED BY: S. Viger DATE: 08.23.12

**DESCRIPTION:** Pass the Ordinance approving a Conditional Use Permit; to allow Motor Vehicle Repair – Minor and variances; to reduce the required parking spaces from 66 to 46, to reduce the front yard parking setback to less than 10', and to reduce the frontage (landscape) strip to less than 6' on the property located at 480-500 W. Irving Park Road in an existing C - 2 Highway Commercial District for C&M Truck and Auto Repair.

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

**COMMITTEE ACTION:** Community & Economic Development  
(voted unanimously 7-0 to approve)

**DATE:** 08.21.12

**BACKGROUND:** The subject property is located along a major Village corridor on the south side of Irving Park Road and is currently occupied by the tenants Carpet Town and "C & M Truck and Auto Repair" (C & M). C & M recently relocated and will require a Conditional Use Permit to allow Motor Vehicle Repair, Minor to eliminate the current "existing non-conforming" status for motor vehicle repair. The requested variances related to parking and landscaping would update the site to current zoning code regulations.

**KEY ISSUES:** To approve Conditional Use Permit and a Variance the Village shall find that the "Approval Criteria" found in the Zoning Ordinance are met. The CUP 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. Staff finds the CUP criteria to be met in the contiguous use with the existing non-conforming status. The Variance Criteria include Special Circumstances, Hardship Or Practical Difficulties, Circumstances Relate To Property, Not Resulting From Applicant Action, Preserve Rights Conferred By District, Necessary For Use Of Property, Not Alter Local Character, Consistent With Title And Plan, and Minimum Variance Needed. The staff believes the requested Variances do satisfy these criteria by successfully indicating their necessity for the use of space to accommodate the on-site traffic flow.

**ALTERNATIVES:**

1. Committee discretion.
2. Deny the Conditional Use Permit and Variance request(s).
3. Remand the request(s) back to the Community Development Commission.

**RECOMMENDATION:** The Staff respectfully recommend approval of the CUP and Variances with 9 conditions. At the 08.13.12 Public Hearing the Community Development Commission voted (6 - 0) to recommend approval of the CUP and variances with conditions, excluding the condition to remove the center curbcut. There was no public comment at the Hearing.

On 08.21.12 the CEDC voted unanimously (7-0) to approve the request with the CDC conditions, excluding the conditions relating to past due utility bills (the property owner has since entered into a payment plan) and amending condition #4 to have the patching and seal coating completed by 11.30.12 and adding a new condition #8 to have a two year "sunset" on the Conditional Use Permit.

1. The Conditional Use Permit be granted solely to the tenant and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board;
2. The property shall be developed and utilized in substantial conformance to the plans submitted as part of this application prepared for C & M Truck and Auto Repair submitted 05.17.12 and updated site plans produced by W. Lloyd Christoph Architects as submitted on 08.09.12;
3. Staff shall review parking requirements in approximately 8 months to see if the parking lot will require an expansion to accommodate parking needs of the tenants;
4. Resurfacing and restriping of the parking lot be done in compliance with staff recommendations, and
5. Motor vehicle repair does not take place outside of the building;
6. The fire alarm system upgrades are verified;
7. Outdoor storage is not permitted; and
8. A two-year sunset clause on the Conditional Use permit.

**BUDGET IMPACT:** N/A

**ACTION REQUIRED:** Adoption of an Ordinance approving the Conditional Use Permit and Variances with conditions.

CDC#2012 – 14 500 W. Irving Park Road  
Arthur Greenstein  
CUP; Motor Vehicle Repair, Minor



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING THE GRANT  
OF A CONDITIONAL USE PERMIT AND ASSOCIATED VARIANCES  
TO ALLOW MOTOR VEHICLE REPAIR (MINOR)  
AT 480 - 500 W. IRVING PARK ROAD, BENSENVILLE, ILLINOIS**

**WHEREAS**, Arthur Greenstein (“Owner”), filed an application seeking a conditional use permit to allow his tenant, C&M Truck and Auto Repair to conduct Motor Vehicle Repair (Minor) in the C-2 Highway Commercial District pursuant to Section 10-7B-3, and for variances to parking requirements, front yard setback and frontage requirements, pursuant to Sections 10-11-11, 10-11-8-2, 10-7B-4B and 10-12-2B of *The Village of Bensenville Zoning Ordinance* (“Zoning Ordinance”) at property commonly known as 480 - 500 W. Irving Park 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**, Motor Vehicle Repair (Minor) is allowed as a conditional use in the C-2 Highway Commercial District; and

**WHEREAS**, Notice of Public Hearing with respect to the conditional use permit and variances sought by the Owner for the tenant was published in the Daily Herald on July 8, 2012 in the Village of Bensenville, and notice was also given via posting of a Public Hearing Sign on the property and via personal mail, 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 commencing on July 23, 2012 and continuing to August 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 (Minor) and variances as requested 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 with modifications to the recommended conditions as follows: (1) adding a two year period of time for allowance of the conditional use permit, (2) requiring resurfacing and striping of the lot to be done in accordance with a site plan attached hereto as Exhibit "B," all of which is to be completed by November 30, 2012, and striking conditions 8 and 9 as recommended by the Community Development Commission; 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 August 28, 2012; and

**WHEREAS**, the President and Board of Village Trustees considered the matter and determined, based on its consideration, that the permit and variances should be granted with the conditions as set forth herein, 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 C&M Truck and Auto Repair to conduct Motor Vehicle Repair (Minor) at the Subject Property, in conjunction with its use of the Subject Property, is hereby granted and variances as follows are granted: variance to reduce the required parking from 66 to 46 spaces; to allow parking configuration with reduced parking aisle width to less than 24 feet; to reduce the front yard (parking) set back to less than 10 feet, and to reduce the frontage (landscape) strip to less than 6 feet, all as shown on the plans submitted, subject to the following conditions: (1) the conditional use permit shall only be applicable during the tenancy of C&M Truck and Auto Repair or for a period of two years, whichever date is the first to occur, (2) if a new tenant is to become the occupant or proprietor change during the two years set forth herein, the new tenant can apply for transfer of the conditional use permit to the Community Development Commission and approval

of the Village Board. The Community Development Commission shall review the request, and in its sole discretion, shall either recommend that the Village Board approve the transfer of the permit to the new proprietor, without amendment to the permit, or if the Community Development Commission deems that the new proprietor contemplates a change in use which is inconsistent with the permit granted, the new proprietor shall have to petition for a new public hearing before the Community Development Commission, (3) the Subject Property shall be developed and utilized in substantial conformance to the plans submitted as part of this application prepared by for C&M Truck and Auto Repair, submitted 05.17.12 and updated site plans produced by W. Lloyd Christoph Architects as submitted on 08.09.12, (4) staff shall review parking requirements in approximately 8 months to determine if the parking lot will require an expansion to accommodate parking needs of the tenants; (5) surfacing the new lot, resurfacing and striping of the parking lot shall be done in compliance with the site plan attached hereto as Exhibit "B" and must be completed no later than November 30, 2012, (6) no motor vehicle repair can take place outside the building; (7) the fire alarm system upgrades in the unit are verified, and (7) outdoor storage is not permitted.

**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 August, 2012.

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Frank Soto, Village President

ATTEST:

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Susan Janowiak, Village Clerk

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

NAYES: \_\_\_\_\_

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

**Ordinance # \_\_\_\_\_ - 2012**

**Exhibit "A"**

**Legal Description**

**PARCEL 1:**

THE EAST 100 FEET (MEASURED ON THE CENTER LINE OF IRVING PARK ROAD) OF THE NORTHERLY 228.30 FEET (MEASURED ON THE CENTER LINE OF CHURCH ROAD) OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION LINE AND THENCE EAST ON SECTION LINE 10.01 CHAINS; THENCE SOUTH 11 DEGREE WEST 20.33 CHAINS TO THE CENTER OF NORTHWEST PLANK ROAD; THENCE NORTH  $89 - \frac{1}{4}$  DEGREES IN CENTER OF SAID HIGHWAY 2.25 CHAINS TO WELLNER'S EAST LINE FOR A PLACE OF BEGINNING, THENCE SOUTH  $4 - \frac{1}{2}$  DEGREES WEST ALONG SAID WELLNER'S EAST LINE OVER TO THE NORTH LINE OF RAILROAD LANDS, THENCE NORTHWESTERNLY ALONG THE NORTH LINE OF RAILROAD LANDS TO THE EAST LINE OF CHURCH STREET EXTENDED SOUTH; THENCE FORTH ALONG THE EAST LINE OF CHURCH STREET TO THE CENTER LINE OF THE OLD PLANK ROAD, NOW IRVING PARK BOULEVARD; THENCE EAST ALONG THE CENTER LINE OF IRVING PARK BOULEVARD TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

**PARCEL 2:**

THAT PART LYING SOUTH OF THE CENTER OF IRVING PARK BOULEVARD OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT A POINT IN THE NORTH LINE OF SAID SECTION 14, 10.01 CHAINS EAST OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER AND RUNNING THENCE SOUTH 11 DEGREES WEST 20.33 CHAINS TO THE CENTER OF OLD PLANK ROAD; THENCE NORTH  $89 - \frac{3}{4}$  DEGREES WEST IN THE CENTER OF THE ROAD 2.25 CHAINS TO A STAKE AT WELLNER'S NORTHEAST CORNER OF A PLACE OF BEGINNING, THENCE EAST ON SAID CENTER LINE 308.98 FEET; THENCE SOUTH 136.70 FEET; THENCE WEST PARALLEL TO SECTION LINE TO A POINT SOUTH  $4 - \frac{1}{4}$  DEGREES WEST ON SAID WELLNER'S EAST LINE; THENCE NORTH ALONG WELLNER'S EAST LINE TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

The common address is 480 - 500 W. Irving Park Road.

**Ordinance # \_\_\_\_ - 2012**  
**Exhibit "B"**

**MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION**

August 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, James, Janowiak, Rowe, Pisano, Ventura, Weldon  
Absent: None.  
A quorum was present.

*Commissioner Ventura was not allowed to vote on the CDC Cases due to regulations set forth in the Illinois Open Meetings Act.*

**Continued**

**Public Hearing:** CDC Case Number 2012-14  
**Petitioner:** Art Greenstein  
**Location:** 480-500 W. Irving Park Road  
**Request:** 1. Conditional Use Permit for "Motor Vehicle Repair, Minor".  
2. Variance to reduce required parking from 66 to 44 spaces.  
3. Variance to allow parking configuration with reduced parking isle width.  
4. Variance to reduce front yard (parking) setback to less than 10 feet.  
5. Variance to reduce frontage (landscape) strip to less than 6 feet.

**Motion:** Commissioner Pisano made a motion to re-open CDC Case Number 2012-14. Commissioner Weldon seconded the motion.

**ROLL CALL :** Upon roll call the following Commissioners were present:  
Moruzzi, James, Janowiak, Rowe, Pisano, Ventura, Weldon  
Absent: None.  
A quorum was present.  
*Commissioner Ventura was not allowed to vote on the CDC Case due to regulations set forth in the Illinois Open Meetings Act.*

Chairman Moruzzi re-opened the Public Hearing for CDC Case Number 2012-14 at 6:35 p.m.

Director of Community & Economic Development, Scott Viger, Assistant Director of Community & Economic Development, Mark Rysavy and Planner, Victoria Kosman, were present and sworn in by Chairman Moruzzi.

Art Greenstein, owner of 480-500 W. Irving Park Road, was present and sworn in by Chairman Moruzzi. Mr. Greenstein presented a revised site plan to the Commission. Mr. Greenstein addressed the parking concerns raised by the Commission at the July 23, 2012 meeting.

Commissioner Rowe asked what Mr. Greenstein's plans were for cars that were parked on site without license plates on them. Mr. Greenstein stated he hasn't seen any cars without license plates parked on the property, therefore he has no concerns.

Commissioner Pisano stated Village Staff is requesting a curb cut be removed from the property and the newly submitted plans still show three entrances. Mr. Greenstein stated it would cost \$20,000 to \$25,000 to remove the curb cut and he does not have the funds to do so. Mr. Greenstein also stated it would interrupt current delivery operations.

Commissioner Weldon asked for clarification from Mr. Greenstein on how eliminating a curb cut would interrupt delivery operations. Mr. Greenstein provided an explanation with a visual aid.

Chairman Moruzzi asked if the oil tanks on the side of the building have been removed. Eddie Soriano, tenant at 480-500 W. Irving Park Road was present and sworn in by Chairman Moruzzi. Mr. Soriano stated he had contacted a company to remove the tanks. Mr. Soriano stated he has already paid for the services and is awaiting pick up from the company.

**Public Comment:**

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

Director of Community & Economic Development, Scott Viger, reviewed the Village Mr. Viger stated Mr. Greenstein is currently on a payment plan with the Village of Bensenville in regards to their outstanding water bill. Mr. Viger stated Staff recommends approval of the condition use permit and variances with the following conditions:

- 1) The Conditional Use Permit be granted solely to the tenant and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of change in tenancy of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor contemplates a change in use

which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit.

- 2) The property shall be developed and utilized in substantial conformance to the plans submitted as part of this application prepared for C & M Truck and Auto Repair submitted 05.17.12 and updated site plans produced by W. Lloyd Christoph Architects as submitted on 08.09.12.
- 3) Staff shall review parking requirements in approximately 8 months to see if the parking lot will require an expansion to accommodate parking needs of the tenants.
- 4) Resurfacing and restriping of the parking lot be done in compliance with staff recommendations.
- 5) Motor vehicle repair does not take place outside of the building.
- 6) The fire alarm system upgrades are verified.
- 7) Outdoor storage is not permitted.
- 8) The center curbcut be removed.
- 9) Past due utility bills be resolved.

Commissioner Janowiak asked Staff why there are no requirements set forth in the petitioners request for life safety issues at the building such as carbon monoxide detectors and smoke detectors. Mr. Viger stated those conditions will be initiated through the Village Code.

Commissioner James asked if the lot will be re-paved. Mr. Greenstein stated he plans to re-pave the lot if the conditional use and variances are granted.

Commissioner Weldon asked Staff if a condition can be added that would require Mr. Greenstein to remove the curb cut in the future if the building were to change ownership and operations. Mr. Viger stated if it was the Commissions desire to add a condition, it would be acceptable.

Commissioner Pisano recommended removing condition number eight from the proposed conditional use requirements.

Motion:

Commissioner Pisano made a motion to close the Public Hearing for CDC Case Number 2012-14. Commissioner James seconded the motion.



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

Nays: None

All were in favor. Motion carried.

Chairman Moruzzi closed the Public Hearing for CDC Case Number 2012-14 at 6:55 p.m.

Motion: Commissioner Rowe made a motion to approve the findings of facts for the variances for CDC Case Number 2012-14 consisting of:

- 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 as the use remains the same. The staff's condition that a curbcut be removed, will improve the traffic flow not only on-site, but also along the Irving Park Road corridor.
- 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. As all the work done will be indoors, the proposed use will not have negative effects on the environment.
- 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 proposed use would fit harmoniously with the existing character. The use is consistent with the previous use found in the subject property for over 40 years.
- 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 as the use will remain the same.

**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 finds the proposed use to contribute to the general welfare of the Village community by aiding in public convenience.

**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.

Commissioner Rowe seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Weldon made a motion to approve the conditional use requested for CDC Case No. 2012-14 with the removal of Staff recommendation number eight and the addition to require the petitioner to remove the curbcut if the operations of the building change.  
Commissioner Rowe seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rowe made a motion to approve the findings of facts for the variance to reduce required parking from 66 to 46 spaces for CDC Case Number 2012-14 consisting of:

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

**Parking Allowance and Parking Setback:** Special circumstances exist in granting the parking variance and design due to the underutilized parking area found along the east side of the site.

**Parking Design and Frontage Strip Setback:** The subject location along Irving Park Road is not a special circumstance and accommodations on the site can be made to meet the aisle width and frontage strip setback requirements.

- 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.

**Parking Allowance and Parking Setback:** Hardship for these variances exists since the parking spaces available on the site could meet parking needs of the tenants, creating hardship to increase the parking presently.

**Parking Design and Frontage Strip Setback:** No hardship has been met for the parking aisle width or setbacks.

- 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.

**Parking Allowance and Parking Setback:** The parking allowance and setback requirements for the property in question are a special circumstance in that the parking requirement set forth for C & M has been met only while allowing parking within the 10' setback.

**Parking Design and Frontage Strip Setback:** The parking design and frontage strip setback do not relate only to the subject 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.

**Parking and Frontage Strip Setback:** The applicant did create this special circumstance when the parking lot was paved to allow parking in the required setback and not constructing the proper frontage strip for the center curbcut.

**Parking Allowance and Design:** The applicant did not create these special circumstances. The parking lot construction was not altered by 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.

**Parking Allowance and Parking Setback:** The variance is necessary for the applicant to enjoy a substantial property right because parking on the site currently meet the needs of the subject tenant. A Staff evaluation after an 8 month period will reassess these needs.

**Parking Design and Frontage Strip Setback:** The reduced setback and parking aisle width requested are not necessary for the applicant to enjoy a substantial property right possessed by other properties.

- 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.

**Parking Allowance and Parking Setback:** The variances are necessary for use of property because otherwise the site will be deprived of reasonable use or enjoyment of the property.

**Parking Design and Frontage Strip Setback:** The variances are not necessary for the use of 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.

**Parking Allowance and Parking Setback:** Granting the requested variances will not alter the essential character of the locality.

**Parking Design and Frontage Strip Setback:** Granting these variances would alter local character in altering the design and setbacks found on the rest of the site.

- 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.

**Parking Allowance and Parking Setback:** The requested variances are consistent with the Comprehensive Development Plan from 2004.

**Parking Design and Frontage Strip Setback:** The granting of these variances are inconsistent with the title and general development plan in that landscaping standards along major corridors must be maintained and parking aisle width must meet the standards with the potential for heavy on-site traffic flow.

- 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.

**Parking Allowance and Parking Setback:** The minimum variances have currently been requested as staff will review parking accommodations after an 8 month period.

**Parking Design and Frontage Strip Setback:** The minimum variances have not been requested as standards can be met.

Commissioner Pisano seconded the motion.

Roll Call:

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

Nays: None

All were in favor. Motion carried.

Motion:

Commissioner Rowe made a motion to approve the findings of facts for the variance to reduce front yard (parking) setback to less than ten feet for CDC Case Number 2012-14 consisting of:

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

**Parking Allowance and Parking Setback:** Special circumstances exist in granting the parking variance and design due to the underutilized parking area found along the east side of the site.

**Parking Design and Frontage Strip Setback:** The subject location along Irving Park Road is not a special circumstance and accommodations on the site can be made to meet the aisle width and frontage strip setback requirements.

- 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.

**Parking Allowance and Parking Setback:** Hardship for these variances exists since the parking spaces available on the site could meet parking needs of the tenants, creating hardship to increase the parking presently.

**Parking Design and Frontage Strip Setback:** No hardship has been met for the parking aisle width or setbacks.

- 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.

**Parking Allowance and Parking Setback:** The parking allowance and setback requirements for the property in question are a special circumstance in that the parking requirement set forth for C & M has been met only while allowing parking within the 10' setback.

**Parking Design and Frontage Strip Setback:** The parking design and frontage strip setback do not relate only to the subject 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.

**Parking and Frontage Strip Setback:** The applicant did create this special circumstance when the parking lot was paved to allow parking in the required setback and not constructing the proper frontage strip for the center curbcut.

**Parking Allowance and Design:** The applicant did not create these special circumstances. The parking lot construction was not altered by 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.

**Parking Allowance and Parking Setback:** The variance is necessary for the applicant to enjoy a substantial property right because parking on the site currently meet the needs of the subject tenant. A Staff evaluation after an 8 month period will reassess these needs.

**Parking Design and Frontage Strip Setback:** The reduced setback and parking aisle width requested are not necessary for the applicant to enjoy a substantial property right possessed by other properties.

- 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.

**Parking Allowance and Parking Setback:** The variances are necessary for use of property because otherwise the site will be deprived of reasonable use or enjoyment of the property.

**Parking Design and Frontage Strip Setback:** The variances are not necessary for the use of 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.

**Parking Allowance and Parking Setback:** Granting the requested variances will not alter the essential character of the locality.

**Parking Design and Frontage Strip Setback:** Granting these variances would alter local character in altering the design and setbacks found on the rest of the site.

- 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.

**Parking Allowance and Parking Setback:** The requested variances are consistent with the Comprehensive Development Plan from 2004.

**Parking Design and Frontage Strip Setback:** The granting of these variances are inconsistent with the title and general development plan in that landscaping standards along major corridors must be maintained and parking aisle width must meet the standards with the potential for heavy on-site traffic flow.

- 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.

**Parking Allowance and Parking Setback:** The minimum variances have currently been requested as staff will review parking accommodations after an 8 month period.

**Parking Design and Frontage Strip Setback:** The minimum variances have not been requested as standards can be met.

Commissioner Janowiak seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Rowe made a motion to approve the findings of facts for the variance to reduce frontage (landscape) strip to less than six feet for CDC Case Number 2012-14 consisting of:

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

**Parking Allowance and Parking Setback:** Special circumstances exist in granting the parking variance and design due to the underutilized parking area found along the east side of the site.

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**Parking Allowance and Parking Setback:** The parking allowance and setback requirements for the property in question are a special circumstance in that the parking requirement set forth for C & M has been met only while allowing parking within the 10' setback.

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**Parking Design and Frontage Strip Setback:** The granting of these variances are inconsistent with the title and general development plan

in that landscaping standards along major corridors must be maintained and parking aisle width must meet the standards with the potential for heavy on-site traffic flow.

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**Parking Allowance and Parking Setback:** The minimum variances have currently been requested as staff will review parking accommodations after an 8 month period.

**Parking Design and Frontage Strip Setback:** The minimum variances have not been requested as standards can be met.

Commissioner Rowe seconded the motion.

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

Nays: None

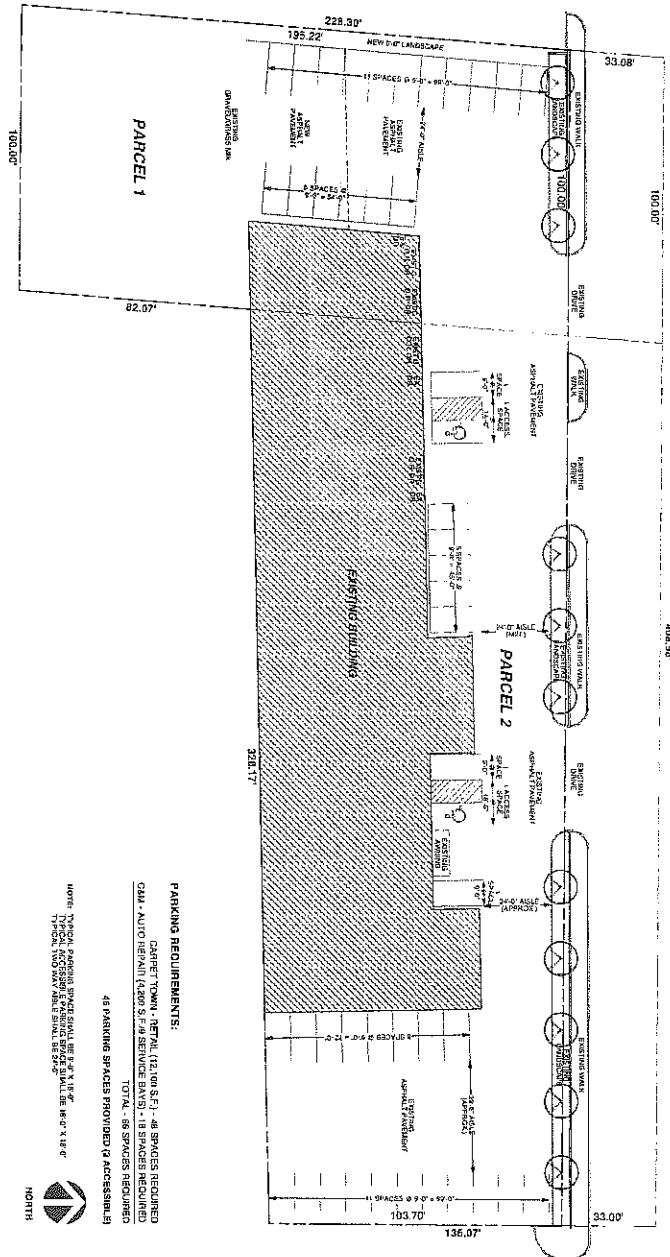
All were in favor. Motion carried.

Motion: Commissioner Weldon made a motion to approve the variances for CDC Case No. 2012-14 to reduce required parking from 66 to 46 spaces, and to reduce front yard (parking) setback to less than ten feet and reduce frontage (landscape) strip to less than six feet. Commissioner Janowiak seconded the motion.

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

Nays: None

All were in favor. Motion carried.



# PARKING REQUIREMENTS:

CHARTER TOWN - RETAIL (12,100 S.F.) - 48 SPACES REQUIRED  
 CMA - AUTO REPAIR (4,000 S.F.) - 18 SPACES REQUIRED  
 TOTAL - 66 SPACES REQUIRED

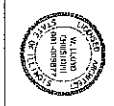
46 PARKING SPACES PROVIDED (2 ACCESSIBLE)

NOTES: TYPICAL PARKING SPACES SHALL BE 9' x 18' 6"  
 TYPICAL AUTO REPAIR SPACES SHALL BE 12' x 18' 6"  
 TYPICAL TOW-ON SPACES SHALL BE 12' x 18' 6"



© W. LLOYD CHRISTOPH & ASSOCIATES 2012

SCALE	PLAN
DATE	1/25
SHEET	AS.1.1



REVISIONS	
NO.	DESCRIPTION

480-500 W. IRVING PARK ROAD  
 BENSenville, ILLINOIS

PROPOSED SITE PLAN

W. LLOYD  
 CHRISTOPH  
 & ASSOCIATES, LTD.  
 104 N. York Street • Bensenville, Illinois 60126  
 (630) 633-2533



TYPE: Ordinance SUBMITTED BY: S. Viger DATE: 08.23.12

**DESCRIPTION:** Consider adoption of an Ordinance approving a variance to allow a driveway width of 27' from the allowable 20' on the property located at 1002 W. Brookwood in an existing RS – 5 High Density Single Family District for Joyce Frankum.

**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:** Community and Economic Development – unanimous approval (vote 7-0) **DATE:** 08.21.12

**BACKGROUND:**

The property in question is a single family residence with a detached two car garage. The property is located at 1002 W. Brookwood on the southwest corner of Brookwood Street and Franzen Avenue; the garage and drive are accessed from Franzen Avenue. Staff received a complaint of vehicles being parked on the grass, a Sport Utility Vehicle (SUV) and a boat on a trailer were parked on the grass south of the two car detached garage. The property owner relocated the boat off site and has moved the SUV onto the driveway. The owner has petitioned to pave an area south of the garage to provide an "approved surface" on which to park the SUV and boat. The resulting driveway exceeds the maximum allowable width of 20' at the proposed 29'. The proposed plan does not encroach into the 10' utility easement along the southern portion of the property. Diagrams are provided on the last page of the application packet attached.

**KEY ISSUES:**

To approve a Variance the Village shall find that the "Approval Criteria" found in the Zoning Ordinance are met. The Criteria include Special Circumstances, Hardship Or Practical Difficulties, Circumstances Relating To Property, Not Resulting From Applicant Action, Preserving Rights Conferred By District, Necessary For Use Of Property, Not Altering Local Character, Consistent With Title And Plan, and Minimum Variance Needed.

The staff believes the proposed variances do satisfy all of these criteria as the request is the minimum required to relieve the practical difficulties found on the property.

**ALTERNATIVES:**

1. Commission discretion.
2. Deny the Variance request.
3. Remand the request back to the Community Development Commission.

**RECOMMENDATION:**

Staff respectfully recommended approval of the Variance with two conditions.

At the 08.13.12 Public Hearing there were no members of the public present and the Community Development Commission voted (6-0) to recommend approval of the variance with the following staff conditions:

1. The property shall be constructed in substantial compliance with the "Alternate Site Plan" dated 08.09.12.
2. Prior to the issuance of a building permit the property owner shall perform landscape maintenance, subject to the approval of the Community & Economic Development Director.

On 08.21.12 the CEDC approved the request with the conditions recommended by the CDC (vote 7-0).

**BUDGET IMPACT:** N/A

**ACTION REQUIRED:**

Adoption of the attached ordinance approving the variance request with the conditions recommended by the CDC.

CDC#2012 – 26 1002 W. Brookwood Street

Joyce Frankum

Variance; Driveway Width



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING APPROVAL OF A VARIANCE  
TO ALLOWED DRIVEWAY WIDTH TO ALLOW CONSTRUCTION OF A  
TWENTY-NINE FOOT WIDE DRIVEWAY AT THE PROPERTY  
COMMONLY IDENTIFIED AS 1002 W. BROOKWOOD, BENSENVILLE, ILLINOIS**

**WHEREAS**, Joyce Fankum (“Owner/Applicant”), filed an application for approval of a variance to allow construction of a twenty-nine foot driveway at the property located at 1002 W. Brookwood, 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 July 28, 2012, a notice of Public Hearing was posted on the Subject Property and personal notice of the hearing was made all in the time and manner 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 the application on August 13, 2012, 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 allow the increase in driveway width from twenty feet to twenty-nine feet as requested, with conditions; and

**WHEREAS**, the Community Development Commission forwarded its recommendation for approval of the variation to the Village Board’s Community and Economic Development Committee, which concurred in the findings of fact and recommendation with conditions 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 allow construction of a twenty-nine foot wide driveway on the conditions required and recommended by the Community and Economic Development Commission 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 an existing RS-5 High Density Single Family Residential District, which zoning classification shall remain in effect subject to the variance granted herein.

**SECTION THREE:** That the Staff Report and Recommendation to approve the driveway width variance sought, as allowed by the *Bensenville Zoning Ordinance*, Code Section 10-11-7-2D Parking Construction, 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, on a finding that said variance is proper and necessary.

**SECTION FOUR:** That, the variance sought by the Applicant to allow a variance from twenty feet to twenty-nine feet for construction of a driveway at the property identified as 1002 Brookwood, Bensenville, Illinois is hereby granted with the following conditions: (1) construction of the driveway must be in accordance with the plan submitted by and designated “Alternate Site Plan” dated 08.09.12 and (2) prior to issuance of the building permit for the driveway, the applicant shall perform landscape maintenance on the Subject Property subject to the approval of the Director of the Community and Economic Development Department.

**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 Subject Property and be binding upon any and all successors in interest to the Applicant.

**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 August, 2012.

\_\_\_\_\_  
Frank Soto, Village President

ATTEST:

\_\_\_\_\_  
Susan Janowiak, Village Clerk

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

NAYES:\_\_\_\_\_

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

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**Ordinance # \_\_\_\_ - 2012**

**Exhibit "A"**

**Legal Description**

OF THE EAST HALF OF LOT 1 IN BLOCK 9 IN PERCY WILSON'S IRVING PARK MANOR, BEING A SUBDIVISION IN SECTIONS 11 AND 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 1926 AS DOCUMENT 212105, IN DUPAGE COUNTY, ILLINOIS.

The common address is 1002 W. Brookwood Street.

**MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION**

August 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, James, Janowiak, Rowe, Pisano, Ventura, Weldon  
Absent: None.  
A quorum was present.

*Commissioner Ventura was not allowed to vote on the CDC Cases due to regulations set forth in the Illinois Open Meetings Act.*

**Public Hearing:** CDC Case Number 2012-26  
**Petitioner:** Joyce Frankum  
**Location:** Variance to Allow a Driveway Width to Exceed the Maximum Allowed

**Motion:** Commissioner Pisano made a motion to open the Public Hearing for CDC Case Number 2012-26. Commissioner Rowe seconded the motion.

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

*Commissioner Ventura was not allowed to vote on the CDC Case due to regulations set forth in the Illinois Open Meetings Act.*

Chairman Moruzzi opened the Public Hearing for CDC Case Number 2012-26 at 7:46 p.m.

Director of Community & Economic Development, Scott Viger, stated a legal notice was published in the Daily Herald on July 28, 2012 and that a certified copy of the legal notice is maintained in the CDC file and available for viewing. Mr. Viger also stated that Village Staff posted a notice of the Public Hearing sign on the property on July 27, 2012. Mr. Viger stated on July 27, 2012 Village Staff mailed first class notice of the public hearing to taxpayers of record within 250 feet of the property in question.

Joyce Frankum, owner of 1002 Brookwood, was present and sworn in by Chairman Moruzzi. Mr. Frankum stated the issue arose when she was



issued a violation notice from the Village for parking her boat and suburban on the grass within her property. Ms. Frankum states she has two vehicles that occupy the garage year round. Mr. Frankum stated she came to the Village for a solution and Staff recommended the variance. Ms. Frankum stated she intends to re-pave the entire driveway once the new portion is complete.

Commissioner Ventura thanked Ms. Frankum for her desire to beautify her property and to work with Village Staff.

Chairman Moruzzi asked if Ms. Frankum plans to repair the shed in her yard. Ms. Frankum stated the shed was in her neighbor's yard but is willing to work with her neighbor to repair the shed.

**Public Comment:**

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

Director of Community & Economic Development, Scott Viger, reviewed the Village Staff Report and stated Village Staff recommends approval base on the criteria set forth in the Village Staff report consisting of:

- 1) The property shall be constructed in substantial compliance with the "Alternate Site Plan" dated 08.09.12.
- 2) Prior to issuance of a building permit the property owner shall perform landscape maintenance, subject to the approval of the Community & Economic Development Director.

Commissioner Weldon asked for clarification on the proposed site plan created by Staff as to why the pad will was not extended to the back of the garage. Mr. Viger stated once the boat is parked on the pad, the boat will over hang and become even with the length of the garage.

Motion: Commissioner Weldon made a motion to close the Public Hearing for CDC Case Number 2012-26. Commissioner Rowe seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Moruzzi closed the Public Hearing for CDC Case Number 2012-26 at 8:02 p.m.

Motion:

Commissioner Rowe made a motion to approve the findings of facts for the variances for CDC Case Number 2012-26 consisting of:

- 1) **Special Circumstances:** Special circumstances exist that are peculiar to the property for which the variances are sought and that do not apply generally to other properties in the same zoning district. Also, these circumstances are not of so general or recurrent a nature as to make it reasonable and practical to provide a general amendment to this Title to cover them. Special circumstances exist that are peculiar to the property and do not generally apply to other properties in the RS – 5 zoning district.
- 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 literal application of the provision of this Title results in unnecessary practical difficulties in the vehicular maneuverability of the property in question.
- 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 circumstances do not concern any business or activity to concern the financial circumstances or any party with interest in the 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 circumstance is not resulting from applicant action.
- 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. No special privilege is conferred by the applicant.

- 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 grant of this variance is necessary not because it will increase the applicant's economic return.
- 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. Local character will not alter the essential character of the locality in that proper screening will minimize the visual impact of the driveway expansion.
- 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 the requested variances will be in harmony with the general purpose and intent of this Title.
- 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 minimum variance is requested to accommodate the reasonable use and enjoyment of the property.

Commissioner Pisano seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Weldon made a motion to approve the variance requested for CDC Case No. 2012-26. Commissioner Rowe seconded the motion.

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

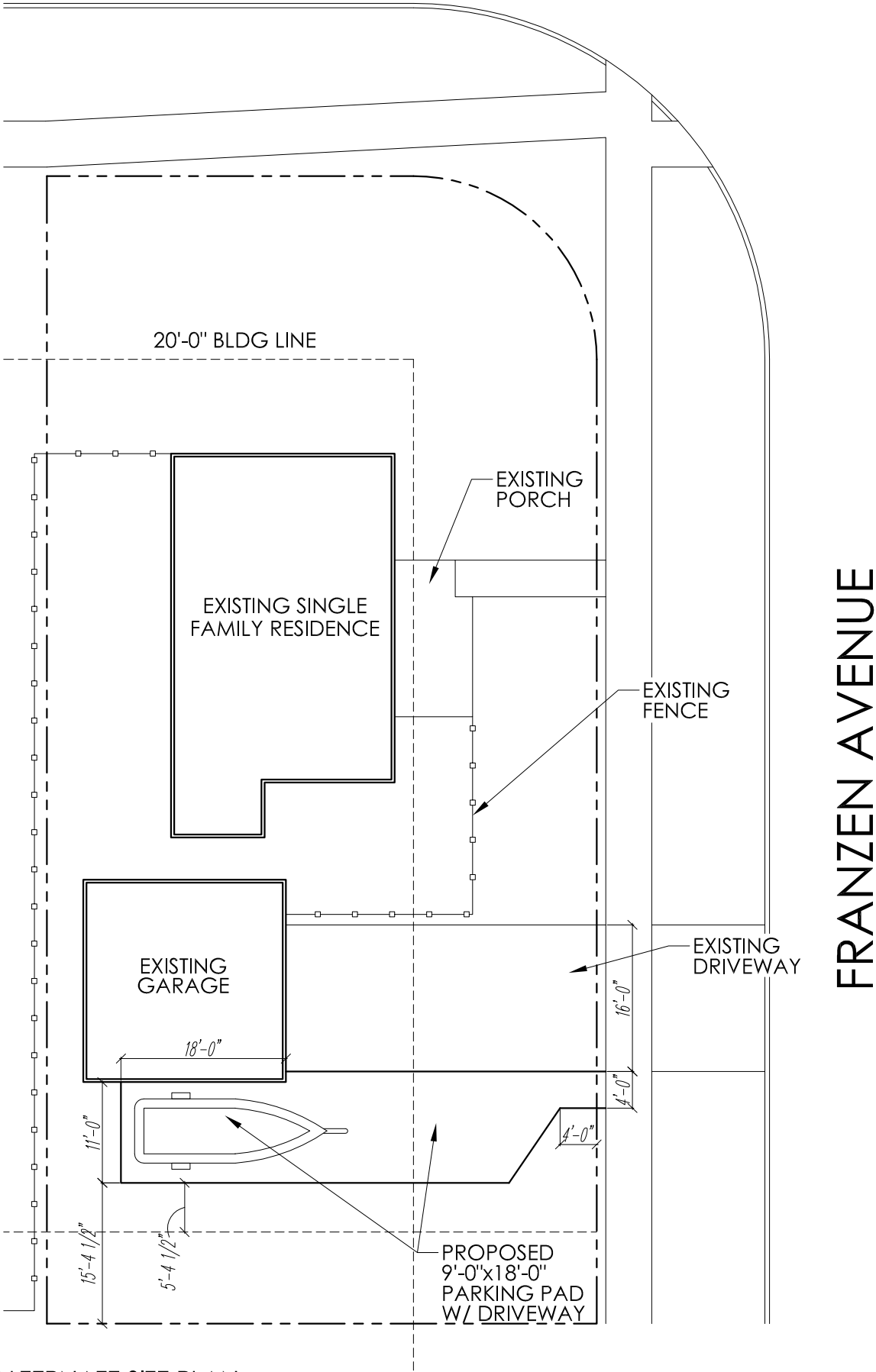
Nays: None

All were in favor. Motion carried.

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Mike Moruzzi, Chairman  
Community Development Commission

# BROOKWOOD STREET



ALTERNATE SITE PLAN

SCALE: 1/16" = 1'-0"



TYPE: Ordinance SUBMITTED BY: S. Viger DATE: 08.23.12

**DESCRIPTION:** Adoption of an Ordinance approving a Conditional Use Permit; to allow "Schools and Educational Institutions – Public" on the property located at 6 S. Addison Street in an existing C - 3 Downtown Mixed Use District for the North DuPage Special Education Cooperative.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

<input type="checkbox"/>	<i>Financially Sound Village</i>	<input checked="" type="checkbox"/>	<i>Enrich the lives of Residents</i>
<input 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:** Community and Economic Development  
(Unanimous approval 7-0)

**DATE:** 08.21.12

**BACKGROUND:**

The property in question is located on the northwest corner of Green and Addison Streets. 6 S. Addison is the last remaining vacant space on the ground level of the Linden Tower complex. The applicant, North DuPage Special Education Cooperative ("NDSEC"), is requesting a Conditional Use Permit to allow a school in the C-3 Downtown Mixed Use District. NDSEC is recognized by the Illinois State Board of Education as the legal entity responsible for operating special education programs within its member districts and is a cooperative agreement within DuPage County including Bensenville's District #2 and District #100. NDSEC provides special education transition programs to local students with special needs.

**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 School and Educational Institution, Public in the subject building satisfies these criteria in providing a valuable service to the Village as well as District #100 and in mitigating negative traffic impacts with the dispersed arrival times of the students and staff. The complex provides adequate parking to accommodate the additional small buses and Suburbans used to transport students.

**ALTERNATIVES:**

1. Committee discretion.
2. Deny the Conditional Use Permit Ordinance.
3. Remand the Conditional Use Permit request back to the CDC.

**RECOMMENDATION:**

The CDC in a 6-0 vote and Staff respectfully recommended approval of the Conditional Use Permit with the following conditions:

1. The Conditional Use Permit be granted solely to North DuPage Special Education Cooperative (NDSEC) and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board.
2. The property shall be constructed in substantial compliance with the plans submitted with this petition prepared by Ken Kogut & Associates dated 07.23.12.
3. Upon permitting, the proposed signage complies with the Master Sign Plan established for Linden Towers.

On 08.21.12 the CEDC voted unanimously to approve the request with the conditions recommended by the CDC.

**BUDGET IMPACT:** N/A

**ACTION REQUIRED:**

Approval of the attached Ordinance approving the Conditional Use Permit to allow the NDSEC School at 6 S. Addison Street.





**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING THE GRANT OF A CONDITIONAL USE PERMIT  
TO ALLOW “SCHOOLS AND EDUCATIONAL INSTITUTIONS – PUBLIC”  
AT 6 S. ADDISON STREET, BENSENVILLE, ILLINOIS**

**WHEREAS**, Bensenville Associates Limited Partnership (“Owner”) and North DuPage Special Education Cooperative (“NDSEC”) (“Applicant”) filed an application seeking a conditional use permit to allow the Owner/Applicant to operate a school for special education transition purposes in the C-3 Downtown Mixed Use District pursuant to Sections 10-7C-3 of the *Village of Bensenville Zoning Ordinance* (“Zoning Ordinance”) at property commonly known as 6 S. Addison Street, 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**, Schools and Educational Institutions are allowed as a conditional use in the C-3 Downtown Mixed Use District; and

**WHEREAS**, Notice of Public Hearing with respect to the conditional use permit sought by the Owner/Applicant was published in the Daily Herald on July 28, 2012, and the Notice of Hearing was posted and personal notice of the hearing provided as required by the Zoning Ordinance was made, 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 August 13, 2012 as required by the statutes of the State of Illinois and the ordinances of the Village, and after hearing the application, adopted the findings of facts proposed by Village Staff 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 a School and Educational Institution at the Subject Property, subject to the conditions as recommended in the Staff Report; and

**WHEREAS**, the Community Development Commission forwarded its recommendations concerning the application to the Village Board’s Community and Economic Development Committee which voted 7 – 0 to concur in the recommendation to approve the application for conditional use permit; and

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

**WHEREAS**, the President and Board of Village Trustees considered the matter and determined, based on its consideration, that the application for conditional use 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 North DuPage Special Education Cooperative to provide a School and Educational Institution, 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 North DuPage Special Education Cooperative and shall be transferred only after review by the Community Development Commission and approval of the Village Board. In the event of a sale or change of lease of the Subject Property, the proprietors shall appear before a public meeting of the Community Development Commission, and 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 permit to the new tenant and/or owner, without amendment of the conditional use permit, or if deemed needed, it shall require the new tenant/owner to petition for a new permit pursuant to the Zoning Ordinance; (2) the Subject Property shall be developed and utilized in substantial conformance with the plans submitted as part of the application, prepared by Ken Kogut & Associates dated 07.25.2012; (3) upon permitting, the proposed signage complies with the Master Sign Plan established for Linden Towers.

**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 August, 2012.

\_\_\_\_\_  
Frank Soto, Village President

ATTEST:

\_\_\_\_\_  
Susan Janowiak, Village Clerk

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

NAYES:\_\_\_\_\_

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

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**Ordinance # \_\_\_\_\_ - 2012**

**Exhibit "A"**

**Legal Description**

**PARCEL 1:**

LOTS 3, 4 AND 5 IN GEORGE E. FRANZEN'S SUBDIVISION BEING A SUBDIVISION OF PART OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 10, 1913 AS DOCUMENT 111220, IN DUPAGE COUNTY ILLINOIS.

**PARCEL 2:**

LOT 1 (EXCEPT THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTHWESTERLY TO A POINT IN THE WEST LINE OF SAID LOT 1, 78.49 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 78.49 FEET TO THE NORTHWEST CORNER THEREOF, BEING ALSO THE SOUTH LINE OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 1 AND THE SOUTHERLY LINE OF THE RIGHT OF WAY OF SAID RAILROAD 173.21 FEET TO THE NORTHEAST CORNER OF SAID LOT AND THE POINT OF BEGINNING) AND LOTS 2,3,4,5, AND 6 IN BLOCK 5 IN TIOGA, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 1873 AS DOCUMENT 17017, IN DUPAGE COUNTY, ILLINOIS.

**PARCEL 3:**

LOTS 6 AND 18 IN GEORGE E. FRANZEN'S SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 10, 1913 AS DOCUMENT 111220, IN DUPAGE COUNTY ILLINOIS.

The common address is 6 - 24 S. Addison Street.

**Ordinance # \_\_\_\_-2012**  
**Exhibit “B”**

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

**MINUTES OF THE COMMUNITY DEVELOPMENT COMMISSION**

August 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, James, Janowiak, Rowe, Pisano, Ventura, Weldon  
Absent: None.  
A quorum was present.

*Commissioner Ventura was not allowed to vote on the CDC Cases due to regulations set forth in the Illinois Open Meetings Act.*

**Public Hearing:** CDC Case Number 2012-31  
**Petitioner:** North DuPage Special Education Cooperative (NDSEC)  
**Location:** 6 S. Addison Street  
**Request:** Conditional Use Permit to Allow “School and Educational Institutions, Public”

**Motion:** Commissioner Weldon made a motion to open the Public Hearing for CDC Case Number 2012-31. Commissioner Pisano seconded the motion.

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

*Commissioner Ventura was not allowed to vote on the CDC Case due to regulations set forth in the Illinois Open Meetings Act.*

Chairman Moruzzi opened the Public Hearing for CDC Case Number 2012-31 at 8:06 p.m.

Director of Community & Economic Development, Scott Viger, stated a legal notice was published in the Daily Herald on July 28, 2012 and that a certified copy of the legal notice is maintained in the CDC file and available for viewing. Mr. Viger also stated that Village Staff posted a notice of the Public Hearing sign on the property on July 27, 2012. Mr. Viger stated on July 27, 2012 Village Staff mailed first class notice of the public hearing to taxpayers of record within 250 feet of the property in question.

Jenny Kilkenny and Dr. Lea Anne Frost were both present and sworn in by Chairman Moruzzi. Dr. Frost stated the school was for 18-22 year olds who are taught to live independently. Dr. Frost stated the classes would be made available to Students from Fenton High School and Lake Park High School.

Commissioner Pisano asked if NDSEC had plans to add a handicap ramp to the facility for easier access to the unit. Dr. Frost stated there are no intentions to add a handicap ramp as this can help their operation of teaching their student to deal with these types of situations.

Commissioner Weldon asked if buses will be stored on site. Dr. Frost stated there will be no buses stored on site.

**Public Comment:**

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

Director of Community & Economic Development, Scott Viger, reviewed the Village Staff Report and stated Village Staff recommends approval base on the criteria set forth in the Village Staff report consisting of:

- 1) The Conditional Use Permit be granted solely to North Du Page Special Education Cooperative (NDSEC) and shall be transferred only after a review by the Community Development Commission (CDC) and approval of the Village Board. In the event of change in tenancy of this property, the proprietors shall appear before a public meeting of the CDC. The CDC shall review the request and in its sole discretion, shall either; recommend that the Village Board approve of the transfer of the lease and / or ownership to the new proprietor without amendment to the Conditional Use Permit, or if the CDC deems that the new proprietor contemplates a change in use which is inconsistent with the Conditional Use Permit, the new proprietor shall be required to petition for a new public hearing before the CDC for a new Conditional Use Permit.
- 2) The property shall be constructed in substantial compliance with the plans submitted with this petition prepared by Ken Kogut & Associates dated 07.23.12.
- 3) Upon permitting, the proposed signage complies with the Master Sign Plan established for Linden Towers.

Motion: Commissioner Pisano made a motion to close the Public Hearing for CDC Case Number 2012-31. Chairman Moruzzi seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Chairman Moruzzi closed the Public Hearing for CDC Case Number 2012-31 at 8:16 p.m.

Motion: Commissioner Weldon made a motion to approve the findings of facts for the variances for CDC Case Number 2012-31 consisting of:

- 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. The operation of the NDSEC facility will not have any adverse impact on traffic due to the utilization of 16 passenger buses and SUVs.
- 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. Staff does not believe that the operation of the school at this location would have any negative environmental impacts on the property or its environs.

- 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 is located in our downtown area. This neighborhood benefits from a mix of uses, both public and private. The establishment of the school will enhance the mix of uses and is in character with other uses allowed within the District.
- 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. The NDSEC facility will not require a disproportionate amount of public services relative to uses permitted in the downtown.
- 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 the NDSEC facility will serve an established need within the larger community in addressing special education needs for transition purposes for its students.
- 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. At CDC's discretion to include and discuss other factors.

Commissioner Pisano seconded the motion.

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

Nays: None

All were in favor. Motion carried.

Motion: Commissioner Weldon made a motion to approve the variance requested for CDC Case No. 2012-31. Commissioner Rowe seconded the motion.

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

Nays: None

All were in favor. Motion carried.

---

Mike Moruzzi, Chairman  
Community Development Commission

**TYPE:** Resolution    **SUBMITTED BY:** Village Attorney    **DATE:** August 23, 2012

**DESCRIPTION:** Pass the Resolution Authorizing the Village Manager to Engage the Services of Real Estate Representatives to Assist in the Acquisition of Property.

**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>

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**COMMITTEE ACTION:** N/A

**DATE:** N/A

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**BACKGROUND**

The Village Board has recently discussed the acquisition of certain properties located within the Village. In order to make the process of acquiring these properties expeditious, it is recommended that the Village Board authorize the Village Manager to engage a real estate agent or broker when, in his best judgment, it is needed for real estate acquisition to take place.

**KEY ISSUES:**

Per the attached Resolution, in any event in which a real estate agent or broker is engaged to assist the Village in its acquisition efforts, the maximum amount of commission to be paid to any such individual shall be three percent (3%), and that amount only payable in the event the Village Board adopts an ordinance ultimately approving the acquisition of any designated property.

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Approval of the Resolution.

**BUDGET IMPACT:**

N/A

**ACTION REQUIRED:**

Pass the Resolution relating to participation by elected officials in the Illinois Municipal Retirement Fund.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE VILLAGE MANAGER  
TO ENGAGE THE SERVICES OF REAL ESTATE REPRESENTATIVES  
TO ASSIST IN THE ACQUISITION OF PROPERTY**

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

WHEREAS, pursuant to applicable provisions of the Village Code of Ordinances, the Village Manager is directed to recommend to Village Board the adoption of any measures as may be deemed necessary or expedient for the health, safety or welfare of the community or for the improvement of administrative services; and

WHEREAS, the Village Board has discussed the acquisition of certain properties located within the Village; and

WHEREAS, the Village Manager recommends that it is necessary and expedient and in the best interests of the Village to engage the services of real estate professionals to assist the Village in its efforts to acquire designated properties; and

WHEREAS, the Village Manager further recommends that in any event in which a real estate agent or broker is engaged to assist the Village in its acquisition efforts, the maximum amount of commission to be paid to any such individual shall be three percent (3%), and that amount only payable in the event the Village Board adopts an ordinance ultimately approving the acquisition of any designated property; and

WHEREAS, the Village Board has considered the recommendation of the Village Manager and deems it financially sound to adopt the recommendation and authorize the Village Manager to engage the services of real estate professionals whenever he deems it necessary and

proper and in the best interests of the Village on the terms set forth herein.

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

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

SECTION TWO: That the Village Manager is hereby authorized and empowered to engage a real estate agent or broker when, in his best judgment, such an individual is needed to assist the Village in its real estate acquisition efforts.

SECTION THREE: That any contract of engagement with a real estate agent or broker who is to act on behalf of the Village shall set forth that the maximum amount of commission to be paid to any such individual shall be three percent (3%), and that amount only payable in the event the Village Board adopts an ordinance ultimately approving the acquisition of any designated property.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 28th day of August, 2012.

APPROVED:

\_\_\_\_\_  
Frank Soto, Village President

ATTEST:

\_\_\_\_\_  
Susan Janowiak, Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

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