



# VILLAGE OF BENSENVILLE

## Village Board

### President

Frank Soto

### Trustees

Morris Bartlett

Robert "Bob" Jarecki

Martin O'Connell

Oronzo Peconio

JoEllen Ridder

Henry Wesseler

### Village Manager

Michael Cassady

## Village of Bensenville, Illinois

### BOARD OF TRUSTEES

### MEETING AGENDA

**6:30 P.M. Tuesday, October 11, 2011**

**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  
September 27, 2011 – Village Board of Trustees
- VI. WARRANT – October 11, 2011 #11/19 - \$1,899,466.06
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
  1. *Resolution to Approve a Local Agency Agreement with IDOT for Grant Funding Associated with the Jefferson Sidewalk Project*
  2. *Resolution Authorizing Approval of Change Order #1 for the Northern Business District Reconstruction Project*
  3. *Resolution to Approve Paving of the Wastewater Treatment Plant Access Road and Legends Entrance Paving Project*
  4. *Resolution Approving Intergovernmental Agreement between the Village of Bensenville and the DuPage County Sheriff for Mutual Aid and Assistance and Training Concerning Special Operations Unit*
- 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. INFORMATION ITEMS

A. PRESIDENT'S REMARKS

*1. Proclamation of Lights On Afterschool Day*

B. VILLAGE MANAGER'S REPORT

C. VILLAGE ATTORNEY'S REPORT

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

XII. EXECUTIVE SESSION

A. Review of Executive Session Minutes [5 ILCS 120/2 (C)(21)]

B. Personnel [5 ILCS 120/2(C)(1)]

C. Collective Bargaining [5 ILCS 120/2 (C)(2)]

D. Property Acquisition [5 ILCS 120/2(C)(5)]

E. Litigation [5 ILCS 120/2(C)(11)]

XIII. MATTERS REFERRED FROM EXECUTIVE SESSION

XIV. ADJOURNMENT

**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**  
**September 27, 2011**

**CALL TO ORDER:** 1. President Soto called the meeting to order at 7:30 p.m.

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

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

Absent: None

A quorum was present.

**APPROVAL OF  
MINUTES:**

3. The September 13, 2011 Village Board Meeting Minutes were presented.

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

All were in favor. Motion carried.

**WARRANT NO.  
11/18:**

4. President Soto presented **Warrant No. 11/18** in the amount of \$1,793,680.26.

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

**ROLL CALL:**

AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

**Motion:** 5. Trustee O'Connell made a motion to set the Consent Agenda as presented. Trustee Ridder seconded the motion.

*Agenda Item Number Three was removed from the Consent Agenda.*

All were in favor.

Motion carried.

**Ordinance No.  
60-2011:**

**Ordinance Amending Title 10 – Zoning Ordinance Regulations of the Municipal Code of the Village of Bensenville, Illinois Relative to Zoning Districts Allowances for Title Loan Agencies and Payday Loan Agencies. (Consent Agenda)**

**Ordinance No.  
61-2011:**

**Ordinance Authorizing the Establishment of a Tax Increment Financing District Interested Parties Registry and Adopting Rules for Registration in Relation Thereto. (Consent Agenda)**

**Resolution No.  
R-90-2011:**

**A Resolution Authorizing the Execution of a Purchase Order to A-Lamp Concrete Contractors, Inc. for the 2011 Sidewalk Replacement Program. (Consent Agenda)**

**Resolution No.  
R-91-2011:**

**A Resolution Authorizing the Execution of a Purchase Order to Steve Piper & Sons, Inc. for the 2011 – 2014 Parkway Tree Removal Program. (Consent Agenda)**

**Resolution No.  
R-92-2011:**

**A Resolution Authorizing the Replacement of a Heat Exchanger for the Edge I Ice Rink with DualTemp Company. (Consent Agenda)**

**Resolution No.  
R-93-2011:**

**A Resolution Appointing Title Appointment of Mike Moruzzi as Chairman of the Community Development Commission. (Consent Agenda)**

**Resolution No.  
R-94-2011:**

**A Resolution Granting the Advice and Consent to the Presidents Appointment of Joseph Pisano to the Community Development Commission. (Consent Agenda)**

**Resolution No.  
R-95-2011:**

**A Resolution Appointing Robert Ridder as a Trustee to the Bensenville Fire Protection District #2. (Consent Agenda)**

**Resolution No.  
R-96-2011:**

**A Resolution Appointing Charles Rizzo as a Trustee to the Bensenville Fire Protection District #2. (Consent Agenda)**

**Resolution No.  
R-97-2011:**

**A Resolution Granting the Advice and Consent to the Presidents Appointment of Anye Whyte to the Board of Police Commission. (Consent Agenda)**

**Resolution No.  
R-98-2011:**

**A Resolution Granting the Advice and Consent to the Presidents Appointment of Luis Rivas to the Board of Police Commission. (Consent Agenda)**

**Motion:**

**A Motion to Approve the Questions on the 2011 Village of Bensenville Community Survey and Authorize Staff to Conduct the Survey. (Consent Agenda)**

**Motion:**

Trustee Peconio made a motion to approve the Consent Agenda as presented. Trustee Bartlett seconded the motion.

**ROLL CALL:**

AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

**Resolution No  
R-98-2011:**

6. President Soto gave the summarization of the action contemplated in **Resolution No. R-98-2011** entitled **A Resolution Prohibiting Out-of-State Travel For the Board of Trustees and Village Clerk and Adopting a Corresponding Exception Procedure.**

**Motion:**

Trustee Wessler made a motion to adopt the ordinance as presented. Trustee Bartlett seconded the motion.

**ROLL CALL:**

AYES: Bartlett, Jarecki, O'Connell, Peconio, Ridder, Wessler

NAYS: None

All were in favor. Motion carried.

**PRESIDENT'S  
REMARKS:**

President Soto announced the Village of Bensenville has been awarded the Government Finance Officers Distinguished Budget Presentation Awards. President Soto thanked Village Manager, Michael Cassady, Director of Finance, Tim Sloth, and the Finance Team for their work in achieving the award.

President Soto announced that the Village is currently working on a welcome packet for new business that move into town.

Trustee Bartlett read a proclamation into the regards to the Gold Star Mother Week in Honor of PFC. Shawn Edwards and PFC. Dawid Pietriek.

**MANAGERS  
REPORT:**

Village Manager, Michael Cassady, had no report.

**VILLAGE ATTORNEY'S  
REPORT:**

Village Attorney, Pat Bond, had no report.

**UNFINISHED  
BUSINESS:**

There was no unfinished business.

**NEW BUSINESS:**

Trustee Wessler wished the Fenton Football Teams good luck during Homecoming and encouraged all Resident to attend the game.

**ADJOURNMENT:**

Trustee Ridder made a motion to adjourn the meeting. Trustee Bartlett seconded the motion

All were in favor.

Motion carried.

President Soto adjourned the meeting at 8:01 p.m.

Corey Williamsen  
Acting Village Clerk

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville this \_\_\_\_ day, October 2011

TYPE: Resolution SUBMITTED BY: Joe Caracci DATE: 10/03/2011

DESCRIPTION: Resolution authorizing the execution of a Local Agency Agreement (LAA) with IDOT for grant funding associated with the Jefferson Street Sidewalk Project

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

ASSIGNED COMMITTEE: **I&E**

DATE: **10/11/2011**

**BACKGROUND:** In January 2009, the Village applied for a Congestion Mitigation and Air Quality (CMAQ) grant for sidewalk improvements along Jefferson Street between York Road and Evergreen Street. The improvements include the addition and replacement of 3,200 linear feet of new sidewalk along both the north and south sides of Jefferson Street and ADA detectable warning tiles and ramps. The project has since been extended to a termini near the pedestrian bridge at Redmond. The project cost was estimated at \$324,000, which includes both construction and engineering. The Chicago Metropolitan Agency for Planning (CMAP) Board informed the Village that they have included this project in their FY2011 program. The Federal grant portion of the project totals 80% or \$259,200 and the Village share would equal \$64,800 (20%).

**KEY ISSUES:** As part of the project implementation process, the Village needs to execute a Local Agency Agreement (LAA) with IDOT. IDOT will be the lead agency running the project on behalf of CMAP. This agreement establishes the division of project costs that will be paid for either by federal funds or by local community dollars. It also establishes the reimbursement method which will include IDOT managing the project and submitting reimbursement requests from the Village for our local share in normal pay estimate installments. The LAA is attached to this memorandum.

Based on the latest engineer's estimate, the construction cost for sidewalk installation is just over \$245,000. With the federal share set at \$196,000 the costs to be borne by Bensenville include the balance of construction (\$49,000). The estimated construction oversight expenses are \$35,000 (\$28,000 federal share, \$7,000 Village share). Therefore, the total cost of the construction plus engineering is \$280,000 with federal funding limit of \$224,000.

Village Board approval is sought at this time to allow the Village President to execute the final document so that we can keep on schedule for the November 18, 2011 IDOT letting date. Construction is anticipated in Spring 2012.

**ALTERNATIVES:** N/A

**RECOMMENDATION:** Staff recommends approval of the LAA

**BUDGET IMPACT:** This action secures grant funding anticipated in the FY2011 budget. These funds will now be set aside in the proposed FY2012 budget.

**ACTION REQUIRED:** Village Board approval

**Resolution No.**

**Authorizing the Execution of a Local Agency Agreement  
with the Illinois Department of Transportation for  
Grant Funding Associated with the  
Jefferson Street Sidewalk Project**

WHEREAS the Village of Bensenville has received Congestion Mitigation and Air Quality (CMAQ) grant funding through the Chicago Metropolitan Agency for Planning (CMAP) for sidewalk improvements along Jefferson Street between York Road and Evergreen Street, and

WHEREAS the Illinois Department of Transportation (IDOT) has been identified as the lead agency managing the federal funding during construction, and

WHEREAS a Local Agency Agreement (LAA) is required to identify responsibilities of both the Local Agency (Village of Bensenville) and the State (IDOT) which includes funding responsibilities and reimbursement methods, and

WHEREAS the LAA has been included as an attachment to this Resolution.

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 Local Agency Agreement with the Illinois Department of Transportation for grant funding associated with the Jefferson Street Sidewalk Project.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, \_\_\_\_\_, 2011.

APPROVED:

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


ATTEST:

\_\_\_\_\_  
Village Clerk

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

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

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

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency Village of Bensenville	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 11-00088-00-SW	Fund Type STA	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-026-12	CMM-9003 (860)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

#### Location

Local Name Jefferson Street Route FAU 1370 Length 3,650.52 feet  
Termini York Road to 950 feet east of Evergreen Street

Current Jurisdiction LA Existing Structure No N/A

#### Project Description

The work consists of furnishing all labor, materials, equipment and other incidentals necessary for the completion of the construction of sidewalk removal, driveway removal, PCC Sidewalk, Pavement marking, seeding, and other incidental and miscellaneous items.

#### Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	196,000	( * )		( 0 )	49,000	( BAL )	245,000
Non-Participating Construction		( )		( )		( )	
Preliminary Engineering		( )		( )		( )	
Construction Engineering	28,000	( * )		( )	7,000	( BAL )	35,000
Right of Way		( )		( )		( )	
Railroads		( )		( )		( )	
Utilities		( )		( )		( )	
Materials							
TOTAL	\$ 224,000		\$		\$ 56,000		\$ 280,000

\* Maximum FHWA(STA) participation 80% not to exceed \$224,000.

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

#### Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

#### Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_

METHOD B--- \_\_\_\_\_ Monthly Payments of \_\_\_\_\_

METHOD C---LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at <https://www.bpn.gov/ccr>. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than \$25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

---

---

**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

---

---

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

**APPROVED**

Local Agency

Frank Soto

\_\_\_\_\_  
Name of Official (Print or Type Name)

Village President

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is \_\_\_\_\_  
conducting business as a Governmental  
Entity.

DUNS Number \_\_\_\_\_

**NOTE:** If signature is by an APPOINTED official, a resolution  
authorizing said appointed official to execute this agreement is  
required.

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Gary Hannig, Secretary of Transportation

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
(Delegate's Signature)

\_\_\_\_\_  
(Delegate's Name - Printed)

\_\_\_\_\_  
Christine M. Reed, Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ellen J. Schanzle-Haskins, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew R. Hughes, Acting Director of Finance and Administration

\_\_\_\_\_  
Date

TYPE: Resolution SUBMITTED BY: Joe Caracci DATE: 10/03/2011

DESCRIPTION: Resolution Authorizing Approval of Change Order No. 1 for the Northern Business District Reconstruction Project in the amount of \$128,068.

**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 checked="" type="checkbox"/>	<i>Major Business/Corporate Center</i>
<input type="checkbox"/>	<i>Safe and Beautiful Village</i>	<input checked="" type="checkbox"/>	<i>Vibrant Major Corridors</i>

ASSIGNED COMMITTEE: **I&E**

DATE: **10/11/2011**

**BACKGROUND:** The North Business District Reconstruction (NBDRP) Project has been under construction since the beginning of June 2011. As with any major construction project, changes occur in the field that were not expected or addressed as part of the construction documents. Conflicts in the field, omitted items, and unneeded items result in changes (up or down) to the contract. The Project Team has met to discuss requests made from the contractor and have come to agreement with the contractor on a number of items.

**KEY ISSUES:** Eighteen items have been agreed upon and considered changes in the original scope of work. Sixteen items result in additional cost while two items have been considered credits or deductions from the contract. These items are spread out over the six SSAs and watermain components of the project. A spreadsheet of the change orders is included in the attached memorandum. The total net increase as a result of the eighteen items is \$128,068 which results in a modified contract amount of \$10,902,248 (a 1.2% increase in the contract).

We currently have eighteen other items that have either been dismissed or are still being considered. Staff intends to bring change orders to the Village Board on a regular basis (monthly or bi-monthly) to keep the Village Board up to speed on the financial status of the project. Many of the original bid items will be adjusted as part of a final and balancing change order when the construction work is complete.

A summary of the change order with respect to each SSA can be seen in the table below:

	SSA 3	SSA 4	SSA 5	SSA 6	SSA 7	SSA 8	Non-TIF
Original \$	\$1,175,168.20	\$4,510,915.20	\$229,615.36	\$2,230,726.99	\$1,190,134.37	\$598,866.14	\$838,753.43
C.O. #1	\$8,312.00	(\$5,906.83)	\$1,031.23	\$10,018.50	\$28,784.78	\$2,689.59	\$83,137.83
Modified \$	\$1,183,480.20	\$4,505,008.37	\$230,646.59	\$2,240,745.49	\$1,218,919.15	\$601,555.73	\$921,891.26
SSA Est. \$	<b>\$1,102,166.68</b>	\$4,757,603.16	\$332,711.97	\$3,232,518.22	\$1,661,053.21	\$867,796.68	

**ALTERNATIVES:** Village Board Discretion

**RECOMMENDATION:** Staff recommends approval of Change Order No. 1 in the amount of \$128,068.

**BUDGET IMPACT:** SSA3 is over budget, SSA4-8 are all within budget.

**ACTION REQUIRED:** A motion to approve a Resolution authorizing the approval of Change Order No. 1 to the Joint Venture of A-Lamp Concrete Contractors / John Neri Construction in the amount of \$128,068 for a revised contract cost of \$10,902,248 associated with the Northern Business District Reconstruction Project.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION CONCERNING THE DETERMINATION OF  
THE BENSENVILLE VILLAGE BOARD THAT CHANGE ORDER  
NUMBER ONE WITH THE JOINT VENTURE OF A-LAMP CONCRETE  
CONTRACTORS / JOHN NERI CONSTRUCTION COMPANY  
FOR AN INCREASE OF \$128,068 IS REQUIRED FOR THE  
NORTH BUSINESS DISTRICT RECONSTRUCTION PROJECT  
FOR A REVISED CONTRACT COST OF \$10,902,248**

WHEREAS, Chapter 720, Section 5/33-E-9 of the Illinois Compiled Statutes 2002 requires change orders on public contracts involving total cumulative changes of more than Ten Thousand Dollars (\$10,000) in value or a cumulative total of thirty (30) days in time to be made by written determination; and

WHEREAS, it has been determined that it would be beneficial to the Village to revise original contract quantities to match actual as-constructed amounts, to compensate the contractor for additional work performed as directed and approved by the project engineer and Village staff, and to deduct monies for various violations and Village costs;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BENSENVILLE, DUPAGE COUNTY, ILLINOIS, as follows:

SECTION ONE: The Corporate Authorities of the Village make the written determination that the circumstances necessitating the change were not within the contemplation of the contract as signed and that this change order is in the best interest of the Village.

SECTION TWO: The change order which this determination involves relates to the following contract: Northern Business District Reconstruction Project, Joint Venture of A-Lamp Concrete Contractors / John Neri Construction Company. The nature of Change Order Number One and the amount of change is as follows - Adjust contract quantities to match those actually installed and measured in the field and to compensate the contractor for additional work items performed up to October 1, 2011. The above changes resulted in a net cost increase of one hundred twenty-eight

thousand sixty-eight dollars (\$127,068), for a revised contract price of ten million nine hundred two thousand two hundred forty-eight dollars (\$10,902,248) with no extension in time.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, \_\_\_\_\_, 2011.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Corey Williamsen  
Deputy Village Clerk

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

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

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



## Village of Bensenville Department of Public Works

717 E. Jefferson Street  
Bensenville, IL 60106  
Phone (630) 350-3435 Fax (630) 594-1148

Memorandum 2011-43

Date: October 3, 2011  
To: Mike Cassady, Village Manager  
From: Joe Caracci, Director of Public Works  
Subject: Change Order No. 1 - NBD RP

---

The **North Business District Reconstruction Project (NBD RP)** combines SSA and TIF funds to support the storm sewer, water main, sanitary sewer, and street improvements for six SSA areas within the Northern Business District.

Enclosed herewith is the change order form and Resolution in support of Change Order No. 1 for the NBD RP. The change order consists of an increase in the contract total to the Joint Venture of A-Lamp Concrete Contractors / John Neri Construction in the amount of **\$128,068** with no extension in time. This change order focuses on a number of out of scope and unanticipated items not originally contemplated in the contract documents. Conflicts in the field have caused a number of additional work items to be necessary as well as the inclusion of additional items deemed necessary by staff to complete the work in accordance with our Village standards.

The award of the construction contract to the Joint Venture of A-Lamp Concrete Construction / John Neri Construction and project funding for the work were established at the May 24, 2011 Village Board Meeting. At the time of bid award, the Village Board authorized the appropriation of \$10,774,180 of monies. The modified contract total will be **\$10,902,248**. A table is attached summarizing the current status of the project funding with respect to individual SSA/TIF and Village accounts. The current change order is 1.2% of the contract value.

To best outline the items for inclusion in this change order, the body of this memo will mirror the Change Order Form attached. Each item on the form will be explained, in detail.

### **CHANGE ORDER NO. 1**

**Item #1: Watermain Lowering (\$21,052.00)** - Watermain is typically installed with 5.5 feet of cover. The watermain on Thomas Drive needed to be installed deeper to avoid lateral conflicts with the existing watermain that was installed at 5.5 feet. The existing watermain had to be kept active until the new watermain was completed, tested and opened. Because the main was lower, typical fire hydrants and valve vaults heights had to be extended to meet the proposed grades.

**Item #3: Pavement Patching (\$11,195.00)** - The maintenance of traffic plans for Mark Street, Tower Lane, and Thomas Drive show motorists using only one lane in only one direction while the other side of each street is reconstructed. In order to use the one lane of existing pavement in the first stage, some pavement rehabilitation was necessary to correct potholes and deteriorating pavement, mainly adjacent to the existing curbline.

**Item #4: Sanitary Crossing Repairs (\$1,575.00)** - During the installation of the new watermain on Thomas Drive, several sanitary sewer services were crossed. The sanitary services were constructed of clay pipe which would not hold up to be undermined and backfilled, so the pipe was replaced with PVC where crossed.

**Item #5: Sanitary Sewer Repair Under Box Culvert (\$11,116.20)** - The sanitary sewer main along the west side of Thomas Drive was shown on the Plans to be replaced in the area of the box culvert, however, no pay items were included to pay for the work.

**Item #6: Box Culvert Core (\$1,680.00)** - The new box culvert across Thomas Drive was constructed with a formed opening for the storm sewer pipe outletting into the box from the south. Once the old headwall and culvert pipe was removed, a storm sewer pipe from the north was discovered that needed to be outletted into the box as well. The hole was cored and the pipe tied in. At the new 72" storm sewer headwall, a hole was cored into it to accept the storm sewer pipe draining the parking lot adjacent to the 72" pipe run. The plans did not account for maintaining this drainage run.

**Item #7: Watermain Tower Tie In (\$847.00)** - The connection from the new watermain on Thomas Drive to the water tower, just west of Thomas Drive, was shown to be made with 12" pipe. The pipe from the tower was 14" so 14" pipe was used. The additional cost is for the labor and material to install the nonstandard pipe.

**Item #8: PVC Casing Pipe (\$4,776.00 credit)** - The plans show augering a 24" steel casing pipe under the box culvert on Thomas Drive. Since the existing culvert was removed, a casing pipe was able to be trenched in, in lieu of being augered. PVC pipe was also approved for use. The change results in a cost savings.

**Item #10: Railroad Pavement (\$4,038.07)** - The approach pavement to an at grade railroad crossing is typically reinforced concrete pavement, IDOT Standard Drawing 420501. Since the pavement being placed for Thomas is not reinforced, a new item was sought for this work. The cost is for both sides of the tracks.

**Item #11: Rizzi Driveway (\$5,500.00)** - The Industrial box culvert not only crosses Industrial Drive, but also through the length of the parking lot at 1000 Industrial Drive. A portion of the parking lot would be removed and replaced to facilitate the installation of the new culvert. The area disturbed to accommodate the installation of the box culvert and construction area is anticipated to be larger than shown in the plans.

**Item #12: Watermain Long Services (\$7,600.00)** - The Village Water Department requested that the new water service lines be brought across the pavement and connected to the existing lines behind the curb. The extra cost is for additional pipe, contract line item, to cross the road only for the services on the west side of the roadway.

**Item #13: 2" Water Service (\$4,584.83)** - At 740 Thomas Drive, there were two water service lines encountered, a 2" copper line and a 6" ductile iron pipeline. There were no items in the contract for the copper service line, so they were added.

**Item #14: Base Tee Manhole (\$7,500 credit)** - In lieu of installing 10 foot diameter manholes for the 72" storm sewer run, a factory "T" was fabricated out of a piece of 72" pipe with the manhole opening on the top. The manhole purpose is still maintained. The cost of the base tee manholes is less than the 10 diameter manholes resulting in a cost reduction.

**Item #19: Extra Watermain Valves and Vaults (\$40,925.00)** - A valve and vault was installed for each industrial water service on Thomas Drive. A valve and vault is required to pressure test and chlorinate the new watermain and to provide a location to shut down the building service line. Contract line items were used for each of the valves and vaults installed, 12 extra.

**Item #20: Gabion 6' High to 9' High Wall (\$10,934.00)** - The Plans show the streambank stabilization adjacent to the property at 648 Thomas Drive, is to be constructed with a 6 foot high wall, then regrading back on to the property with a 2 to 1 slope. This regrading work would render a portion of the property unusable as its currently being used. Changing the wall to 9' high allowed the fence and property to remain in place.

**Item #23: Storm Sewer Southwest Corner of Mark and Tower (\$3,386.00)** - Due to the profiles of Mark Street and Tower Lane, when these streets intersect, a low spot would be created where there are no storm structures. The area was surveyed and an additional storm structure was added to collect the low spot water.

**Item #24: Mark Street Watermain Cap (\$350.00)** - The Village Water Department requested that an existing watermain feed along Mark Street, be cut and capped to avoid future issues.

**Item #25: Televis Sanitary Services on Thomas (\$5,580.00)** - The Village requested that the sanitary services crossing the roadway be televised to determine if there are any problems with the lines before the roadway is paved in concrete. This work was not included in the original contract.

**Item #32: Insertion Valve (\$10,980.00)** - The watermain on Supreme Drive and Ellis Street are connected without a valve to isolate either street. A valve was added, under pressure, to the existing main to allow the watermain on Supreme Drive to be shut off leaving Ellis Street active. This improvement keeps the majority of the businesses on Supreme Drive and Ellis Street with water during the watermain, sanitary, and storm sewer work.

## **CONCLUSION**

The eighteen items included in this change order total additional costs of \$128,068. The modified contract total is \$10,902,248. A final balancing change order will be presented at the conclusion of the project. The project is currently scheduled for a November 23, 2011 completion.

Enc.    Location Map  
         Table: Project Funding Status  
         Quantity Sheets for Each Fund  
         Change Order Form  
         Resolution

Village of Bensenville  
Northern Business District Reconstruction Project  
Change Order #1

10/3/2011

#	Description	Cost Approved	Change Order #	SSA Breakdown								8 TIF only	H2O
				3	4	5	6	7					
1	WM Lowering	\$ 21,052.00	1										\$ 21,052.00
3	Pavement Patching	\$ 11,195.00	1	\$ 4,926.00				\$ 6,269.00					
4	Sanitary Crossing Repairs	\$ 1,575.00	1										\$ 1,575.00
5	Sanitary Repair Under Box Culvert	\$ 11,116.20	1					\$ 11,116.20					
6	Box Culvert SS Core	\$ 1,680.00	1		\$ 840.00			\$ 840.00					
7	WM Tower Tie In	\$ 847.00	1										\$ 847.00
8	PVC Casing Pipe	\$ (4,776.00)	1										\$ (4,776.00)
10	Railroad Pavement	\$ 3,038.07	1					\$ 3,038.07					
11	Rizzi Easement	\$ 5,500.00	1		\$ 252.07	\$ 345.13	\$ 3,352.91	\$ 649.77	\$ 900.13				
12	WM Long Services	\$ 7,600.00	1										\$ 7,600.00
13	2" WM Service	\$ 4,584.83	1										\$ 4,584.83
14	Base Tee MH	\$ (7,500.00)	1		\$ (7,500.00)								
19	Extra WM VV for Services	\$ 40,925.00	1										\$ 40,925.00
20	Gabions 6' to 9'	\$ 10,934.00	1										
23	Storm Sewer SW Mark/Tower	\$ 3,386.00	1	\$ 3,386.00	\$ 501.11	\$ 686.11	\$ 6,665.59	\$ 1,291.74	\$ 1,789.46				
24	Mark St WM Cut & Cap	\$ 350.00	1										\$ 350.00
25	Televise Sanitary Services	\$ 5,580.00	1					\$ 5,580.00					
32	Insertion valve	\$ 10,980.00	1										\$ 10,980.00
	Totals	\$ 128,067.10		\$ 8,312.00	\$ (5,906.83)	\$ 1,031.23	\$ 10,018.50	\$ 28,784.78	\$ 2,689.59	\$ -			\$ 83,137.83

**REQUEST FOR AUTHORIZATION OF CHANGES  
CHANGE ORDER NO. 1**



Project Name: Northern Business District Reconstruction Project

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

Contractor: A-Lamp Concrete / John Neri Construction  
1900 Wright Boulevard  
Schaumburg, IL 60193

Date: 10/3/2011

The following change from the Plans in the construction of the above designated project is recommended:

ITEM	DESCRIPTION	ADDITIONS	DEDUCTIONS
1	Watermain Lowering	\$21,052.00	
3	Pavement Patching	\$11,195.00	
4	Sanitary Crossing Repairs	\$1,575.00	
5	Sanitary Sewer Repair Under Box Culvert	\$11,116.20	
6	Box Culvert Core	\$1,680.00	
7	Watermain Tower Tie In	\$847.00	
8	PVC Casing Pipe		\$4,776.00
10	Railroad Pavement	\$3,038.07	
11	Rizzi Driveway	\$5,500.00	
12	Watermain Long Services	\$7,600.00	
13	2" Water Service	\$4,584.83	
14	Base Tee Manhole		\$7,500.00
19	Extra Watermain Valves and Vaults	\$40,925.00	
20	Gabion 6' High to 9' High Wall	\$10,934.00	
23	Storm Sewer Southwest Corner of Mark and Tower	\$3,386.00	
24	Mark Street Watermain Cap	\$350.00	
25	Televise Sanitary Services on Thomas	\$5,580.00	
32	Insertion Valve	\$10,980.00	

Amount of this Order:	\$128,067.10
Amount of Previous Orders:	\$0.00
Original Contract Amount:	\$10,774,179.69
Original Contract Amount and Orders:	\$10,902,246.79

The work covered by this Order shall be performed under the same terms and conditions as that included in the Original Contract.

Requested by:	Dave Bugaj, Civiltech		
Reviewed by:	Joe Caracci, Director of Public Works, VOB		
Recommended by:	Joe Caracci, Director of Public Works, VOB		
Approved by:	Mike Cassady, Village Manager, VOB		
Accepted by:	Joe Lampignano, A-Lamp, JV		

TYPE: Resolution SUBMITTED BY: Joe Caracci DATE: 10/03/2011

DESCRIPTION: Resolution to approve paving of the Wasterwater Treament Plant access road & the Legends cul-de-sac

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

ASSIGNED COMMITTEE: **I & E**

DATE: **10/11/2011**

**BACKGROUND:** In 2010 a portion of the access road that runs along the east end of the Public Works Facility was paved, however funds were not available at the time to do the remaining portion that runs from the excess flow tank past the Wastewater Treatment Plant. Staff felt that it was necessary to address this in 2011 as the road is continuing to deteriorate which does not allow for proper drainage and is hazardous for vehicles to drive on.

The second area to be addressed is the cul-de-sac by the old Legends Golf Course and the hotel. Initially when the roadway was constructed it was never completed; this project seeks to complete the road by placing a 2" layer of surface course asphalt that will bring the road to proper grade and provide smooth driving surface for those entering the hotel.

**KEY ISSUES:** A recent bid advertisement for the access road paving produced the following results at the October 3, 2011 bid opening.

CONTRACTOR	BID AMOUNT
Arrow Road Construction Mt. Prospect, IL	\$ 56,835.00
Schroeder Asphalt Services Huntley, IL	\$ 64,010.00
Chicagoland Paving Contractors Lake Zurich, IL	\$ 65,600.00
Accu-Paving Bridgeview, IL	\$ 69,450.00
A-Lamp Schaumburg, IL	\$ 83,850.00

**ALTERNATIVES:** 1. Motion to approve the Resolution  
2. Discretion of the Board

**RECOMMENDATION:** Staff recommends approval of the replacement contract with Arrow Road Construction of Mt. Prospect, IL as the lowest responsible bidder.

**BUDGET IMPACT:** Funds have been allocated in FY11 (\$50,000) for this project, however due to the cost additional funds will be used from the sidewalk program and will not exceed the total combined line items for these projects.

**ACTION REQUIRED:** Motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents to Arrow Road Construction of Mt. Prospect, IL for paving of the access road and Legends cul-de-sac.

**Resolution No.**

**Authorizing the Execution of a Purchase Order to  
Arrow Road Construction, Inc. for the  
Treatment Plant Access Road and Legends Entrance Paving Project.**

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 Arrow Road Construction, Inc. of Mt. Prospect, IL for paving of the access road and Legends cul-de-sac for an amount not to exceed \$56,835.00

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, \_\_\_\_\_, 2011.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Corey Williamsen  
Acting Village Clerk

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

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

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

# Village of Bensenville

## Invitation to Bid with Specifications

### Treatment Plant Access Road & Legends Entrance Paving Program



**Bensenville Public Works**  
**717 E. Jefferson St. Bensenville, IL 60106**  
**Phone: 630-350-3435 Fax: 630-594-1148**  
**[www.Bensenville.il.us](http://www.Bensenville.il.us)**

Table of Contents

INVITATION TO BID .....	3
BID SPECIFICATIONS .....	4
BIDDER INFORMATION SHEET .....	10
PRICE SHEET .....	11
GENERAL CONDITIONS AND INSTRUCTIONS TO	
BIDDERS FOR PROCUREMENT OF MATERIALS .....	12
<b>ELIGIBILITY TO BID .....</b>	<b>12</b>
<b>CONDITIONS FOR BIDDING .....</b>	<b>13</b>
<b>AWARD OR REJECTION OF BIDS .....</b>	<b>14</b>
<b>CONTRACT PROVISION .....</b>	<b>15</b>

Initial:



## INVITATION TO BID

### **TREATMENT PLANT ACCESS ROAD & LEGENDS ENTRANCE PAVING PROGRAM**


The Village of Bensenville will accept bids for the **"Treatment Plant Access Road & Legends Entrance Paving 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 Monday October 3<sup>rd</sup>, 2011** at Bensenville Village Hall 12 S. Center St. The Bid must be in a sealed opaque envelope plainly marked **Paving Program-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

Corey Williamsen  
Deputy Village Clerk

Initial: 

## **BID SPECIFICATIONS**

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

### **Treatment Plant Access Road & Legends Entrance Paving Program**

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

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

The first location is an access road (approximately 18000 sq ft.) that runs from the Public Works Facility located at 717 E. Jefferson St. north to the Treatment Plant at 711 E. Jefferson St. The second location is a Cul-de-sac (approximately 9500 sq ft) located adjacent to 777 E. Grand Ave.

##### **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 hot-mix asphalt surface removal and hot-mix asphalt surface course 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: 

## 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 NOVEMBER 14<sup>TH</sup>, 2011 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.

## Part II TECHNICAL SPECIFICATIONS/PROVISIONS

### 1. SCOPE OF THE WORK

1.1 The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids, and the Supplemental and Recurring Special Provisions included herein which apply to and govern the construction of the Treatment Access Road &

Initial: 

Legends Entrance Paving Program, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

1.2 The work included in this Contract shall include the following for the Treatment Plant Access Road: Hot-Mix Asphalt Surface removal- approximately 3" (three inches) and is to be replaced with 2" (two inches) of Hot- Mix Binder Course II-19.0, N50 and 2" (two inches) of Hot-Mix Asphalt Surface Course, Mix "C", N50.

1.2.1 For the Legends Entrance the existing pavement surface must be thoroughly cleaned with a power sweeper or high-powered blowers to remove any dirt and debris. Once this existing surface has been cleaned tack coat shall be applied at a rate of .05-.1 gal/yd<sup>3</sup> prior to the placement of 2" (two inches) of Hot-Mix Asphalt Surface Course, Mix "C", N50.

**1.3 Paving quantities may change up or down based on funds available**

1.4 Adjust existing structures to meet grade.

**2. INSPECTION**

All phases of the paving 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**

Per Village Ordinance, the Contractor shall perform all work in the Village as follows:

Monday-Friday 7:00 am to 7:00 pm

**4. CONSTRUCTION DEBRIS**

Effective: October 18<sup>th</sup>, 1999

Add the following to the third Paragraph of Article 202.03 of the Standard Specifications:

"The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilizes, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years."

Initial: 

## **5. MOBILIZATION**

The work herein shall be done in accordance with Section 671 of the Standard Specifications except as modified herein:

671.02 Basis of Payment- Revise this article to read:

"671.02 Basis of Payment. Mobilization will not be paid for separately but rather shall but shall be included in the cost of the items for which this work applies"

## **6. STRUCTURES TO BE ADJUSTED**

**6.1 Description-** This work shall consist of adjusting storm sewer manholes and a water valve vault with their existing frame and grate or lid in accordance with Section 602 of the Standard Specifications and as specified therein.

**6.2. Basis of Payment-** This work will be measured and paid for at the contract unit price per each for STORM STRUCTURES ADJUSTED AND VALVE VAULT ADJUSTED. Adjustment will be accomplished by the use of concrete adjusting rings set in Butyl rope joint sealant; mortar joints will not be allowed. Height of adjusting rings shall not exceed eight inches (8") and the minimum adjusting ring thickness shall be two inches (2"). Frames set in concrete are not permitted. Metal or plastic shims will be used for fine adjustments of frames.

## **7. SANITARY MANHOLES TO BE ADJUSTED**

**7.1** This work shall be done in accordance with Section 602 of the Standard Specifications and shall consist of the adjustment of sanitary manholes. Non-hardening butyl rubber mastic sealant; minimum thickness ¼ inch, shall be used between adjusting rings in place of mortar, or as required by the Village. In locations where existing external frame seals exist, it shall be removed and disposed of and an internal/external frame seal shall be installed. In locations where internal frame seals exist, it shall be removed and disposed of and an internal/external frame seal shall be installed. In locations where there are no existing frame seals, an internal/external frame seal shall be installed. The installation of the internal/external frame seal will not be paid for separately and will be considered incidental to this pay item.

The Internal/External Frame seal shall consist of the following:

- A. Provide frame seals consisting of flexible rubber sleeve, rubber ring, and external rubber sleeve and extension, and stainless steel compression bands.
- B. Rubber sleeve, ring, butyl tape, and extension:

Initial: 

1. Provide rubber sleeve and extension complying with ASTM D412 and ASTM D2240.
2. Provide rubber ring complying with ASTM D-2000.
3. Provide butyl tape: Comply with 1000% minimum webbing @ 77 degrees F, 500% minimum elongation @ 32 degrees F, and maximum 75 psi compressibility @ 77 degrees F.
4. Provide sleeve with a minimum thickness of 0.062" and unexpanded external vertical heights of 10 to 12 inches.
5. Provide extensions having a minimum thickness of 0.062".
6. Comply with a minimum 1500 psi tensile strength, maximum 18 percent compression set and a hardness (durameter) of 48  $\pm$  5.

C. Compression band:

1. Provide compression band to compress the sleeve against the manhole.
  2. Use 16 gauge stainless steel conforming to ASTM A240 type 304 with no welded attachments and having a minimum width of 1/2-inch.
  3. Make a watertight seal having a minimum adjustment range of 2 diameter inches.
  4. Provide stainless steel screws, bolts, and nuts conforming to ASTM F593 and 594, Type 304.

D. Acceptable products:

1. Adaptor, Inc. Internal/External Adaptor Seal.
2. Or equal.
3. Or as required by the Owner of the sanitary sewer system.

The Internal/External Frame Seal shall be installed as follows:

E. Install internal/external rubber gasket on the manhole chimney.

1. Provide watertight gasket to eliminate leakage between the internal/external frame seal and the adjusting ring and between each adjusting ring down to and including cone section.

F. Clean surface and prepare the lower 2 inches of the manhole frame and exterior of all adjusting rings and cone section/corbel surfaces.

G. Install internal rubber gasket in accordance with manufacturer's recommendations.

1. Field verify for suitable dimensions and layout before installation.
2. Realign frame as required.

Initial: 

- H. Repair and apply mortar grout to the adjusting rings as required to provide a smooth, circular surface for the external rubber gasket.
- I. Install external rubber gasket in accordance with manufacturer's recommendations.
  - 1. Field verify for suitable dimensions and layout before installation.
  - 2. Utilize sealing caulk where required.
  - 3. Provide chimney seal extensions as required.
- J. Test installation by flooding area around the manhole with water before backfilling and surface restoration.
  - 1. Gaskets are required to provide watertight seal at openings between the frame and adjusting rings and between adjacent adjusting rings down to the cone/corbel section.
- K. Reinstall and retest failing gaskets at no additional cost to Owner.
- L. Or as required by the Owner of the sanitary sewer system.

7.2 Basis of Payment. This work will be paid for at the contract unit price per each of SANITARY MANHOLES ADJUSTED, which price shall include all of the above.

Initial: 

## BIDDER INFORMATION SHEET

NAME: (PRINT) John F. Healy

SIGNATURE: 

John F. Healy, President

COMPANY NAME: (PRINT)

Arrow Road Construction Company

ADDRESS: 3401 S. Busse Rd., P.O. Box 334

Mt. Prospect, IL 60056

TELEPHONE: (847) 437-0700

FACSIMILE: (847) 437-0779

EMAIL: JPurta@arrowroad.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:**  
**Paving Program- Bid**

The bids must be received by **10:00am on October 3<sup>rd</sup>, 2011**. They will be publicly opened and read on **October 3<sup>rd</sup>, 2011 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 a bid for any reason, including faulty or late delivery by United States Mail or other carrier will disqualify the bid.

Initial: 

Village of Bensenville Treatment Plant Access Road & Legends Entrance Paving Program- BID

## **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

Initial: 

**PRICE SHEET**  
**Treatment Plant Access Road Paving Program**

DESCRIPTION	PRICE PER ITEM	TOTAL
18000 SQ. FT. 3" INCH GRIND &OVERLAY WITH 2" BINDER & 2" SURFACE	\$ 2. <sup>27</sup> /SQ. FT.	\$ 40,860. <sup>00</sup>
9500 SQ. FT. 2" SURFACE OVERLAY ONLY	\$ 0. <sup>93</sup> /SQ. FT.	\$ 8,835. <sup>00</sup>
3 STORM STRUCTURES ADJUSTED	\$ 525. <sup>00</sup> /EA.	\$ 1,575. <sup>00</sup>
6 SANITARY MANHOLES ADJUSTED	\$ 840. <sup>00</sup> /EA.	\$ 5,040. <sup>00</sup>
1 VALVE VAULT ADJUSTED	\$ 525. <sup>00</sup> /EA.	\$ 525. <sup>00</sup>
TOTAL: \$ 56,835. <sup>00</sup>		

## Options/Alterations:

---



---



---

Authorized Signature

Title :

John F. Healy, President

Date: 10/1/11

Initial: 

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 "Paving Program- 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.

Initial: 

- 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: 

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

Initial: 

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.

Initial: 

**(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

Initial: 

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.

Initial: 

- 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.

Initial: 

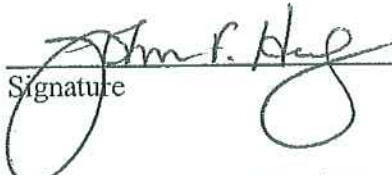
- 13) Reorders - Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.
- 14) Guarantees and Warranties -
- a) All material, workmanship, 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.*

Initial: 

**VENDOR:** Arrow Road Construction Co.

**Village of Bensenville:**

  
\_\_\_\_\_  
Signature  
John F. Healy, President  
\_\_\_\_\_  
Title

10/3/11  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Initial:



# BID BOND

## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, that we Arrow Road Construction Company, 3401 S. Busse Road, Mt. Prospect, Illinois 60056

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

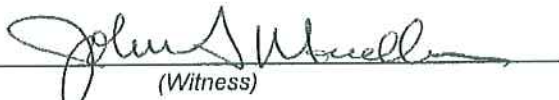
a corporation duly organized under the laws of the State of Connecticut  
as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Bensenville, 12 S. Center St., Bensenville, Illinois 60106

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

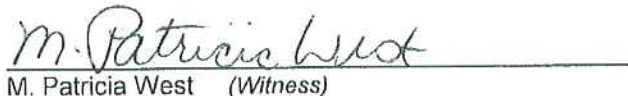
WHEREAS, the Principal has submitted a bid for Treatment Plant Access Road Paving Project

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor 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 material 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 Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor 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.

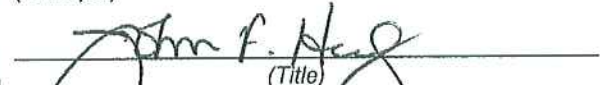
Signed and sealed this 3rd day of October, 2011.

  
(Witness)

John S. Mueller, Asst. Secretary

  
M. Patricia West (Witness)

Arrow Road Construction Company  
(Principal)

  
(Title)

John F. Healy, President  
Travelers Casualty and Surety Company of America  
(Seal)

  
James E. McNichols, Attorney-in-Fact (Title)

State of Illinois  
County of Will

On this 3rd day of October, 2011, before me personally appeared James E. McNichols, known to me to be the Attorney-in-Fact of Travelers Casualty And Surety Company of America, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.

*Brenda K. Pichler*

Brenda K. Pichler

(Notary Public)





## POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220465

Certificate No. 004162249

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Robert A. McNichols, James E. McNichols, Brenda Pichler, M. Patricia West, Patricia E. Tarczewski, and Laura M. Marshall

of the City of Westchester, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of September, 2008.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut  
City of Hartford ss.

By:

*George W. Thompson*  
George W. Thompson, Senior Vice President

On this the 24th day of September, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2011.



*Marie C. Tetreault*  
Marie C. Tetreault, Notary Public

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 02/24/2011
PRODUCER 708.492.0909 FAX 708.492.0910 Austin McNichols Insurance Agency, Inc. Five Westbrook Corp. Center Suite #110 Westchester, IL 60154		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Arrow Road Construction Co. P.O. Box 334 Mt. Prospect, IL 60056		INSURERS AFFORDING COVERAGE INSURER A: Bituminous Casualty Corp INSURER B: St. Paul Fire & Marine Insurance INSURER C: Navigators Insurance Company INSURER D: INSURER E:
		NAIC # 10138

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU EXPLS/COLLAPSE <input checked="" type="checkbox"/> BLANKET A.I. GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CLP 3 549 496	03/01/2011	03/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAP 3 549 495	03/01/2011	03/01/2012	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	QK 01202680	03/01/2011	02/01/2012	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 3 549 494	03/01/2011	03/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER EXCESS UMBRELLA	CH11EXC723765IV	03/01/2011	03/01/2012	Each Occurrence - \$15,000,000 Aggregate - \$15,000,000

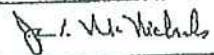
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*Sanro*

### CERTIFICATE HOLDER

CERTIFICATE HOLDER    
------------------------------------

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUY FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE James McNichols/PATT	
---	---

©ACORD CORPORATION 1988



## Illinois Department of Transportation

# Certificate of Eligibility

Contractor No 0231

Arrow Road Construction Company  
P. O. Box 334 Mt. Prospect, IL 60056-0334

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

SUPER UNLIMITED

001	EARTHWORK	\$1,650,000
003	HMA PLANT MIX	Unlimited
012	DRAINAGE	\$1,200,000
017	CONCRETE CONSTRUCTION	\$1,675,000
032	COLD MILL, PLAN. & ROTOMILL	\$9,875,000
08A	AGGREGATE BASES & SURF. (A)	\$6,250,000

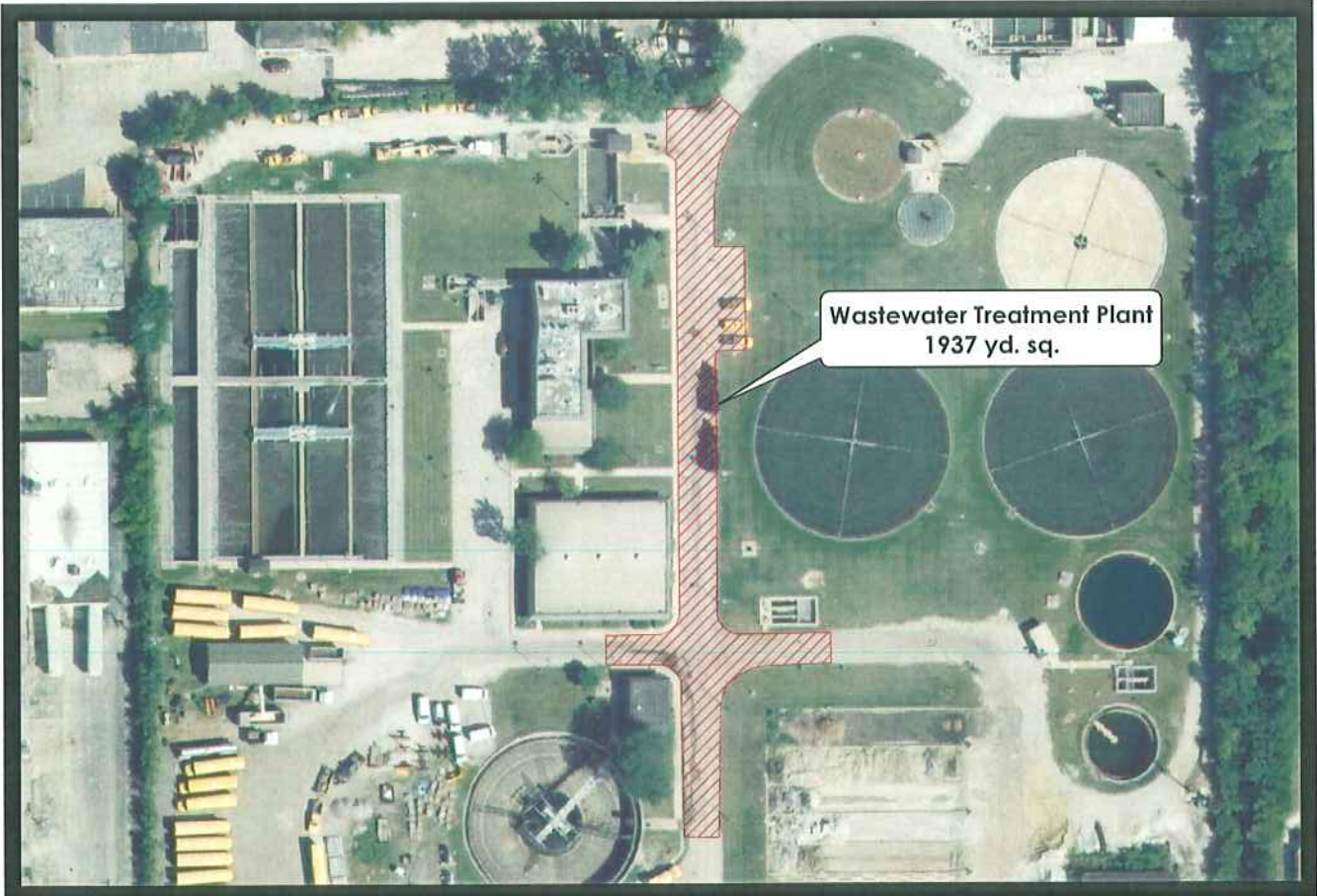
THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 3/31/2011 TO 4/30/2012 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/1/2011.

*Walter D. Gamm*  
Acting Engineer of Construction



# Village of Bensenville

2011 Repaving- WWTP & Legends Entrance



**TYPE:** Resolution **SUBMITTED BY:** Chief Frank Kosman **DATE:** 10-5-11

**DESCRIPTION:** Pass the Resolution approving an Intergovernmental Agreement with the DuPage County Sheriff for Mutual Aid and Assistance and Training Concerning Special Operations Unit.

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:** Public Safety Committee and  
Village Board

**DATE:** 10-11-11

**BACKGROUND**

The Bensenville Police Department has utilized the Special Operations Unit of the DuPage County Sheriff's Office for high risk situations in the past. Along with personnel of the DuPage Sheriff's Office, personnel from West Chicago, Bloomingdale, Carol Stream, Glen Ellyn, and Glendale Heights are members of the Unit. The DuPage County Sheriff has offered to include personnel from the Bensenville Police Department in the Unit. Through a rigorous selection process, Officer Nathan Holman was selected as the officer to be assigned to the unit. The attached IGA between the Village must be approved by the Village and the Sheriff prior for Officer Holman to become part of the unit.

**KEY ISSUES:**

By participating in the Unit, the Village will be sharing the cost of having such a specialized unit with the other government entities. The cost associated with providing such a unit through the police department alone is prohibitive. By joining the unit, the department assures the resources of such a unit on a high priority level. In addition, the department benefits from having a member in this specialized unit by the officer gaining knowledge and experience in these specialized tactics that can then be shared and utilized with other officers within our department.

**ALTERNATIVES:**

- Approve the IGA
- Discretion of the Committee and Board.

**RECOMMENDATION:**

Staff recommends the approval of the IGA.

**BUDGET IMPACT:**

There are no direct costs associated with becoming a member of the unit as there is with other similar area groups such as FIAT and NIPAS. The initial costs of equipping the officer and the basic Swat training were already included in this year's budget. The ongoing costs include the officer attending the unit's 8 hour training sessions either once or twice per month and an average of 5 activations per year. The officer's regular days off will be changed to accommodate the training and minimize overtime expenses.

**ACTION REQUIRED:**

Committee and Board pass the proposed resolution approving the IGA.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF BENSENVILLE AND THE DUPAGE COUNTY  
SHERIFF FOR MUTUAL AID AND ASSISTANCE AND TRAINING  
CONCERNING SPECIAL OPERATIONS UNIT**

**WHEREAS**, the President and Board of Trustees believe and hereby declare that it is in the best interests of the Village and its residents to approve the Intergovernmental Agreement;

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

**SECTION ONE:** The foregoing recital is hereby incorporated by reference in this Section One as if fully set forth.

**SECTION TWO:** The Intergovernmental Agreement attached hereto as Exhibit 1 shall be and is hereby approved, and the President and Village Clerk shall be and are hereby authorized and directed, respectively, to execute and to attest to said Agreement in substantially the form attached hereto.

**SECTION THREE:** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, this \_\_\_\_\_ day of October, 2011.

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

ATTEST:

\_\_\_\_\_  
Corey Williamsen, Acting Village Clerk

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

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

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

**AGREEMENT BETWEEN THE VILLAGE OF BENSENVILLE AND THE  
DUPAGE COUNTY SHERIFF FOR MUTUAL AID AND ASSISTANCE AND  
TRAINING CONCERNING SPECIAL OPERATIONS UNIT**

This Agreement (Agreement”) entered into by and between the VILLAGE OF BENSENVILLE, an Illinois municipal corporation, DuPage and Cook Counties (“Village”), and JOHN E. ZARUBA, Sheriff of DuPage County (“Sheriff”) (collectively, “the Parties”),

WITNESSETH:

WHEREAS, the Sheriff maintains a Special Operations Unit (“Special Operations Unit”), one of whose purposes is to render aid and assistance to police departments of municipalities within DuPage County (“County”) to supplement their resources when required for the successful resolution of critical law enforcement incidents; and

WHEREAS, the Village and the Sheriff have determined that, in regard to the effective functioning of the Special Operations Unit, it is necessary and desirable for the Village and the Sheriff to provide appropriate authorization of law enforcement activities in each other’s jurisdictions, the obtaining and sharing police services, combining resources in the investigation of certain crimes, and joint training of Bensenville Police Department and DuPage County Sheriff’s Office personnel; and

WHEREAS, municipal police officers are authorized to exercise the Sheriff’s powers of conservator of the peace within the County at the call of the Sheriff under the Sheriff’s authority of posse comitatus pursuant to Section 5/3-6022 of the Counties Code, 55 ILCS 5/3-6022 and common law; and

WHEREAS, further, pursuant to Section 107-4 of the Criminal Code of Procedure of 1963 (725 ILCS 5/107-4), a peace officer employed by any law enforcement jurisdiction of the State of Illinois may conduct temporary questioning and effect arrests within any jurisdiction of the State under certain circumstances, including where an officer, while on duty as a peace officer, becomes personally aware of the immediate commission of a felony or misdemeanor or is requested by an officer of a law enforcement jurisdiction other than his or her own to render aid or assistance within the other jurisdiction; and

WHEREAS, accordingly the Parties agree that it is in the best interest of their respective residents, visitors, and personnel to enter into this Agreement for the purpose assuring the successful functions of the Special Operations Unit in giving mutual police aid with personnel contributions from the Village's Police Department,

NOW, THEREFORE, in consideration of the mutual and several promises, covenants and understandings contained herein, the Village, County, and the Sheriff agree as follows:

1. Incorporation of Recitals: The foregoing recitals are hereby incorporated as if fully recited herein.
2. Purpose of Agreement: The purpose of this Agreement is; to allow selected personnel of the Village to deploy and function as members of the Special Operations Unit; to provide full authority to the Parties to engage in comprehensive training and use of mutual resources with respect thereto; and to allow officers of the Parties to effectuate arrests, temporary questions, and all other duties they are legally authorized to exercise as peace officers in jurisdictions other than their own.
3. Deployment of Village Personnel and Resources in Special Operations Unit: Village personnel and resources accepted by the Sheriff for Special Operations Unit functions may be deployed by the Sheriff in areas of the County under the Sheriff's direct jurisdiction or in any other jurisdiction in which the Sheriff is authorized to provide Special Operations Unit aid and assistance. Village personnel so deployed shall be deemed to be under the direction of the Sheriff consistent with the terms of this Agreement.
4. Authority of Sworn Personnel: The aid and assistance of Village sworn personnel deployed as provided in Section 3 hereof shall be deemed in all cases to have been requested by the Sheriff under the Sheriff's authority of posse comitatus pursuant to Section 5/3-6022 of the Counties Code, 55 ILCS 5/3-6022 and common law , and Village sworn personnel so deployed shall be subject to the direction of the Sheriff or designee. The aid and assistance of Sheriff's sworn personnel deployed within the jurisdiction of the Village shall be deemed in all cases to have been requested by the Chief of Police of the Village, and Sheriff's sworn personnel so deployed shall be

subject to the direction of the Village's Chief of Police or designee. Sworn personnel providing aid and assistance in jurisdictions other than their own shall have all of the powers of arrest and temporary questioning and all other powers of the sworn personnel of those jurisdictions to the extent authorized by law.

5. Compensation Between Parties:

A. *Costs of Providing Aid and Assistance.* Except as hereinafter provided, any Party rendering aid and assistance under this Agreement shall be rendered without charge or costs to the other Parties.

B. *Unusual or Burdensome Costs.* A Party providing assistance may request payment from or indemnification by the Party requesting assistance where the Party has incurred unusual or burdensome costs in providing assistance. However, the payment of such costs shall be at the discretion of the corporate authorities of the Party.

6. Responsibilities of Parties:

A. *Responsibility for Employees.* It is agreed that each member participating in Special Operations Unit activities on behalf of the Sheriff and the Village shall be bound by the policies and procedures of their respective agencies. The Sheriff and the Village shall retain jurisdiction over their respective personnel. The Sheriff and the Village agree to assume liability, including liability under the Worker's Compensation Act., for their respective personnel assigned to any cooperative operation as provided in this Agreement, including any liability for vehicles and equipment used. The Sheriff and the Village assume responsibility for their respective members actions pursuant to this Agreement, both as to indemnification of said members as provided for by law, and as to personnel benefits to said members, to the same extent as they are protected, insured, indemnified and otherwise provided for by the Compiled Statutes of the State of Illinois and the ordinances of the participating units of local government when acting solely within their own jurisdictional limits.

B. *Compensation of Employees.* Each Party shall be solely and exclusively responsible for the payment of any and all benefits to all of its

sworn or civilian personnel acting pursuant to this Agreement, including but not limited to the payment of wages, salaries, disability payments, pension benefits, workers' compensation claims, and claims for damage to or destruction of equipment and clothing, and claims for medical expenses.

C. *Special Operations Training of Village Officers.* The Village is hereby authorized to designate up to four (4) sworn personnel per fiscal quarter to submit to Special Operations Unit Training by the Sheriff, in accordance with the Operations Guidelines and Procedures Manual for the DuPage County Sheriff's Office Special Operations Unit GON: LEB 7-47, attached hereto and incorporated herein as Exhibit "A" ("Manual"). Village personnel authorized by the Village for training are subject to approval by the Sheriff's Office prior to receiving training. The Sheriff agrees to instruct and train personnel provided by the Village in the areas of police procedure outlined in the Manual.

7. Notice: Any notice, request, demand, or other communication made in connection with this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if delivered to the persons identified below in person, by courier service, or by facsimile copy (with original copy mailed the same day in accordance with the provisions of this Paragraph), or five (5) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Village:	Village of Bensenville 12 S. Center Street Bensenville, IL 60106 Fax: (630) 549-1105
With a copy to:	Frank J. Kosman, Chief of Police 100 North Church Road Bensenville, Illinois 60106 Fax: (630) 350-0855
If to the Sheriff:	DuPage County Sheriff 501 N. County Farm Rd. Wheaton, IL 60187 Fax: (630)407-2013

8. Miscellaneous:

A. *Effective Date and Term.* This Agreement shall become effective upon the date it is execute by all Parties and shall remain in full force and effect there after unless terminated by any Party. Any Party may terminate this Agreement upon written notice being provided to the other Parties, not less than thirty (30) days prior to the proposed termination date.

B. *Written Modification.* Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished, or impaired other than in a written instrument duly authorized and executed by all Parties.

C. *Illinois Law.* This Agreement shall be deemed to be made under and shall be construed in accordance with and governed by laws of the State of Illinois.

D. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

E. *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and no understandings agreements with respect to the subject hereto shall be enforceable unless in writing and authorized and executed as provided Section. 8. B. hereof.

IN WITNESS WHEREOF, the Parties have each have caused this Agreement to be executed by their officers or representatives duly authorized to execute the same as of the date set forth below beneath their respective signatures.

VILLAGE OF BESENVILLE

JOHN E. ZARUBA, Sheriff  
of DuPage County

By: \_\_\_\_\_  
Frank Soto, President

By: \_\_\_\_\_  
John E. Zaruba, Sheriff

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

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

ATTEST:

By: \_\_\_\_\_  
Corey Williamsen, Deputy Village Clerk

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

# PROCLAMATION

WHEREAS, the citizens of the Village of Bensenville are firmly committed to quality afterschool programs and opportunities; and,

WHEREAS, after school programs provide safe, challenging, engaging and fun learning experiences to help children and youth develop their social, emotional, physical, cultural and academic skills; and,

WHEREAS, working families need support to know that their children are safe and productive after the regular school day ends; and,

WHEREAS, we will become a stronger community by involving our students, parents, business leaders and civic groups in the lives of our young people; and,

WHEREAS, Lights on After School has provided significant leadership in the area of community involvement in the education and well-being of youth, and promotes the critical importance of quality afterschool programs in the lives of children, their families and their communities; and,

WHEREAS, many afterschool programs across the country are facing funding shortfalls so severe that they are being forced to close their doors and turn off their lights.

NOW, THEREFORE, BE IT RESOLVED that I, Frank Soto, President of the Village of Bensenville hereby proclaims October 19, 2011, as

## **"Lights On Afterschool Day"**

AND BE IT FURTHER RESOLVED that the Village Board enthusiastically endorses Lights On After School and encourages the development of innovative afterschool programs and activities that ensure the lights stay on and the doors stay open for all children after school.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Village of Bensenville to be affixed this 11th day of October, 2011.

---

Corey Williamsen  
Deputy Village Clerk

---

Frank Soto  
Village President