



# VILLAGE OF BENSENVILLE

Village Board  
President  
Frank Soto

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

Village Manager  
Michael Cassady

## Village of Bensenville, Illinois BOARD OF TRUSTEES MEETING AGENDA

**6:30 P.M. Tuesday, March 27, 2012**

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

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENT (3 minutes per person with a 30 minute meeting limitation)
- V. APPROVAL OF MINUTES  
March 13, 2012 Board of Trustees
- VI. WARRANT – March 27, 2012 #12/ 06 - \$2,252,484.44
  
- VII. **CONSENT AGENDA – CONSIDERATION OF AN “OMNIBUS VOTE”**
  1. *Resolution Authorizing Continued Engagement of the Baecore Group for Certain Services Relating to Technology Solutions for an Amount Not to Exceed \$140,005.*
  2. *Resolution Authorizing the Execution of a Contract for Demolition Services with DMD Services, Inc.*
  3. *Resolution Adopting the Emerald Ash Borer (EAB) Management Plan*
  4. *Ordinance Amending the Village Code to Establish a Comprehensive Forestry Management Program*
  5. *Ordinance Amending Sections of Title 8, Chapter 6, Article A “General Wastewater Pretreatment Program” as it Relates to Local Limits*
  
- VIII. **REPORTS OF STANDING COMMITTEES**
  - A. Community and Economic Development Committee – No Report
  - B. Infrastructure and Environment Committee
    1. *Resolution Authorizing the Execution of a Purchase Order with Alaniz Landscape Group, Inc. for the 2012 Parkway Tree Planting Program*

*1. Resolution Authorizing the Execution of a Purchase Order with Alaniz Landscape Group, Inc. for the 2012 Parkway Tree Planting Program*

- 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 *Consideration of a Resolution Granting the Advice and Consent to the President's Appointment of Joe Pisano to the Community Development Commission*
- 2. *Consideration of a Resolution Granting the Advice and Consent to the President's Appointment of Tom Ventura to the Community Development Commission*
- 3. *Consideration of a Resolution Granting the Advice and Consent to the President's Appointment of Ron Rowe*

**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**  
**March 13, 2012**

**CALL TO ORDER:** 1. President Soto called the meeting to order at 6:30 p.m.

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

Jarecki, O'Connell, Peconio, Ridder, Wesseler

Absent: Bartlett

A quorum was present.

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

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

**PRESIDENT'S  
REMARKS:**

**Resolution No  
R-26-2012:**

3. President Soto gave the summarization of the action contemplated in **Resolution No. R-26-2012** entitled **A Resolution Granting the Advice of the President's Appointment of Susan Janowiak as Village Clerk to Fill the Current Village Clerk Vacancy.**

Motion: Trustee Wesseler made a motion to approve the resolution as presented. Trustee Jarecki seconded the motion.

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

NAYS: None

All were in favor. Motion carried.

**OATH OF  
OFFICE:**

Judge Bob Kleeman swore Susan Janowiak into the Office of Village Clerk.

**Resolution No  
R-27-2012:**

4. President Soto gave the summarization of the action contemplated in **Resolution No. R-27-2012 entitled A Resolution Granting the Advice of the President's Appointment of Thomas James as a Member to the Community Development Commission to Fill a Vacancy.**

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

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

NAYS: None

All were in favor. Motion carried.

President Soto thanked Staff from Public Works for their efforts in receiving a grant of \$10,000 for removal of diseased trees from ash borer.

President Soto congratulated the Finance Department for their hard work in receiving the 2012 Tyler Public Sector Award.

President Soto spoke about the incident that had taken place on Mason Street regarding a suspect that had barricaded himself in a room with a loaded weapon. President Soto thanked Police Chief, Frank Kosman, along with member of the Police Department in handling the situation with DuPage County Sheriff's Department.

Police Chief, Frank Kosman, thanked Office Driscoll, Officer Irving, and Detective Larson and noted they were the first responders to the call. Police Chief also noted Officer Holman made the arrest of the suspect.

President Soto announced Comedy Night on April 13, 2012 at White Pine Golf Corse. Tickets are \$20.00 each and the show begins at 7:00 p.m. Attendees must be 21 years of age or older.

President Soto thanked Special Events Director, Gary Thorsen, and Staff for their work during the Police vs. FBI charity hockey game. Gary Thorsen announced the event raised over \$25,000 and more than 2,000 guests attended the game. Gary Thorsen also thanked the Chicago Steel for their participation during the event.

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**APPROVAL OF  
MINUTES:**

5. The February 28, 2012 minutes were presented.

Motion:

Trustee Peconio made a motion to approve the minutes as presented. Trustee Ridder seconded the motion.

All were in favor. Motion carried.

**WARRANT NO.  
12/05:**

6. President Soto presented **Warrant No. 12/05** in the amount of \$749,106.55.

Motion:

Trustee Wesseler made a motion to approve the warrant as presented. Trustee Jarecki seconded the motion.

**ROLL CALL:**

AYES: Jarecki, O'Connell, Peconio, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

Motion:

7. Trustee Ridder made a motion to set the Consent Agenda as presented. Trustee O'Connell seconded the motion.

All were in favor. Motion carried.

**Ordinance No  
16-2012:**

**Ordinance Approving a Variance to Corner Side Yard Requirements to Allow Construction of a Scale House as an Accessory Structure in the Corner Side Yard of the Property Commonly Identifies as 600 Thomas Drive, Bensenville, Illinois. (Consent Agenda)**

Motion:

Trustee Ridder made a motion to approve the Consent Agenda as presented. Trustee O'Connell seconded the motion.

**ROLL CALL:**

AYES: Jarecki, O'Connell, Peconio, Ridder, Wesseler

NAYS: None

All were in favor. Motion carried.

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**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 Wesseler announced the American Legions will be holding a St. Patrick's Day event Saturday, March 17, 2012. Trustee Wesseler encouraged all Residents to attend.

Trustee Peconio announced he is looking forward to attending the Sister Cities trip to Italy in upcoming week.

**EXECUTIVE  
SESSION:**

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

**Motion:** Trustee Peconio made a motion to recess the meeting and go into Executive Session. Trustee Bartlett seconded the motion.

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

All were in favor. Motion carried.

President Soto adjourned the meeting at 6:53 p.m.

Susan Janowiak

Village Clerk

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

**TYPE:** Resolution**SUBMITTED BY:** Dan Di Santo**DATE:** 03/27/12**DESCRIPTION:** Pass the Resolution Approving the Continued Engagement of the Baecore Group Inc. for Certain Services Relating to Technology Solutions for an amount not to exceed \$140,005.**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**COMMITTEE ACTION:** AF&L – Unanimous Approval (6-0)**DATE:** 03/13/12**BACKGROUND:**

The Village first enlisted the services of the Baecore Group for implementation of the MUNIS software system and other technology based process improvement initiatives. In 2011, the Baecore Group helped the Village implement technology and process improvements that helped save money in contracts, raised revenue collections, saved staff time through process improvement, and improved customer service and tracking capabilities. The 2012 Village Budget includes the continuation of a number of these initiatives as well as several additional related projects.

On March 13, 2012 the AF&L Committee recommended approval of this proposal by unanimous vote (6-0). Staff concurs.

**KEY ISSUES:**

The attached letter of engagement from the Baecore Group outlines a 2012 Workplan that was mutually agreed upon by both parties. The scope includes the following:

- Upgrade to MUNIS version 9.3 and CRM updates including staff training;
- Implementation of a general work orders system for preventative maintenance and job costing;
- Linking various Village activities to GIS master address database;
- Expanding online payment opportunities and functionality;
- Assessment of current Village document management methods across departments;
- Automation of the business license and annual inspection processes;
- Streamlining of the Edge payments and accounts receivable functions; and
- Expansion of the Village dashboard and scorecards including project tracking.

In addition, the Baecore Group will continue filling their crucial role in helping determine the source and solution to the Village's water billing discrepancy. Baecore has led our team's efforts in analyzing water billing data over the past decade and this contract will allow them to continue to do so.

Overall, since the implementation of MUNIS, Baecore's total contract amount has continued to decline:

Year	2010 (20-month)	2011	2012 (proposed)
<b>Total Contract</b>	\$198,780	\$148,440	\$140,005

**ALTERNATIVES:**

- Discretion of the Board

**RECOMMENDATION:**

Staff recommends the continued engagement of Baecore Group. The AF&L Committee also recommended approval (vote 6-0) at their March 13, 2012 meeting.

**BUDGET IMPACT:**

Total contract amount of \$140,005, which is included in the 2012 Budget.

**ACTION REQUIRED:**

Pass the Resolution approving the Continued Engagement of Baecore Group Inc. for \$140,005.

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

**A RESOLUTION APPROVING THE CONTINUED ENGAGEMENT OF  
BAECORE GROUP INC FOR CERTAIN SERVICES RELATING TO  
TECHNOLOGY SOLUTIONS**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all agreements, contracts, and engagements and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, it is sometimes necessary, in furtherance of its statutory functions, for the VILLAGE to engage various outside services required by the VILLAGE; and

WHEREAS, in April 2008, the VILLAGE entered into a lease agreement with Tyler Technologies, Inc., providing for the use of certain modules of the software program referred to as MUNIS; and

WHEREAS, the VILLAGE has determined a need for additional professional assistance to ensure the effective transition to and implementation of this and other related software systems; and

WHEREAS, Baecore Group INC ("Baecore Group") has effectively provided similar services to Bensenville as well as other municipalities within the Chicago land area and has the staffing and expertise to continue to provide such services to the VILLAGE; and

WHEREAS, the VILLAGE determined that it was reasonable, necessary, and desirable to continue to engage the Baecore Group for such business process and project management services (hereinafter referred to as the "Services") relating to the transition to and implementation of the MUNIS and other software systems including the continued implementation of a comprehensive Customer Relationship Management (CRM) system as outlined in their proposal relative to 2012 services dated February 27, (hereinafter referred to as

the “Proposal”), which Proposal is attached hereto as Exhibit “A” and incorporated herein by reference.

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

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

SECTION TWO: The continued engagement of the Baecore Group to provide the Services for the period and at the prices set out in the Proposal is hereby approved.

SECTION THREE: The Village Manager is hereby authorized and directed to execute on behalf of the Village of Bensenville, and the Village Clerk is hereby authorized to attest to, as the agreement for the Services, the Proposal, inclusive of the attached Addendum and Software License, attached hereto and incorporated herein by reference as Exhibit “A,” with such additions and revisions thereto as the Village Attorney shall require.

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

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 27th day of March, 2012.

APPROVED:

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Frank Soto, Village President

ATTEST:

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Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

## ATTACHMENT "A"

### **ADDENDUM TO LETTER OF ENGAGEMENT DATED FEBRUARY 27, 2012 BETWEEN THE VILLAGE OF BENSENVILLE AND BAECORE GROUP, INC**

The terms, provisions, agreements, and conditions of this Addendum ("Addendum") and the attached License Agreement shall supplement and, as appropriate modify and/or supersede the terms, provisions, agreements, and conditions of the Letter of Engagement date February 27, 2012 ("Letter"), between the Village of Bensenville ("Bensenville") and the Baecore Group ("Baecore"). In the event of any inconsistency or disagreement between the terms, provisions, agreements, and conditions of the Letter and this Addendum, those of the Addendum shall control. In the case of any inconsistency or disagreement between the terms, provisions, agreements, and conditions of the Letter or Addendum and the License Agreement, those of the License Agreement shall control.

1. Invoicing and Payment. Baecore shall submit its requests for payment to Bensenville not less than ten (10) working days prior to a Board meeting which Bensenville deems sufficient time within which to review and approve said requests. Bensenville shall make payments to Baecore in compliance with the terms of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1, *et.seq.* Invoices will be submitted for payment by Email delivery to:

Dan Di Santo at [ddisanto@bensenville.il.us](mailto:ddisanto@bensenville.il.us); and  
Mary Rivera at [mrivera@bensenville.il.us](mailto:mrivera@bensenville.il.us)

2. Confidentiality.

a. Baecore agrees that it and its personnel assigned to Bensenville will not disclose any information learned during the performance of this Agreement relating to the business of Bensenville that is, in fact, confidential (including, without limitation, all proprietary information and trade secrets of Bensenville) for any purpose, provided, however, Baecore and its personnel may disclose such information under any of the following circumstances: (1) disclosure thereof in good faith by a personnel in connection with the performance of Services or services or activities pursuant to any valid Work Order; (2) disclosure which personnel is advised by counsel is required by a court or other governmental agency or competent jurisdiction, *provided* that personnel first gives Bensenville written notice and an opportunity to prevent such disclosure or otherwise seek protection of such information, or (3) disclosure by personnel of any such information or data which is generally known within the industry or available from other persons who do not have a fiduciary duty or obligation of confidentiality to Bensenville. Baecore understands and agrees that the Bensenville, as a public body, is subject to and obligated to comply with the Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and that the Letter, this Addendum, work orders, and other documentation, including the confidential information reference in subparagraph 2.b., connected with this matter may be subject to disclosure in whole or part under that act.

b. The protection of confidential business information and trade secrets is vital to the interests and success of Baecore, and that of our customers. By safeguarding information about Baecore, its products, commercial information and process systems, Baecore and its customers are all more secure in their competitive business. Information that is confidential or could benefit a Baecore competitor or a customer's competitor shall not be disclosed. It is impossible to describe in detail all the types of information, which, if given to competitors, could negatively impact Baecore or our customers. The aforementioned information includes, but is not limited to: source code, trade secrets, technical information, research data, new products plans, consulting processes, sales, profits and unpublished financial or pricing information, and process systems. Baecore shall identify all such information as confidential prior to delivery of such to Bensenville. Bensenville shall not disclose such information, unless mandated by the FOIA. Bensenville shall give Baecore written notice of any FOIA request received that would result in the disclosure of such confidential information. If Bensenville discloses any Baecore or customer proprietary information identified as confidential to third parties or otherwise utilizes such information for purposes other than the license granted to Bensenville under the License Agreement, Bensenville may be subject to corrective legal action. Corrective action can be taken even if Bensenville does not actually benefit from the disclosed information.

3. Baecore as Independent Contractor. At all times during the Term of this Agreement Baecore shall retain its independent status, and Baecore and its personnel are and shall at all times be independent contractors to Bensenville. The personnel assigned to Bensenville under this Agreement shall remain employees of Baecore and shall not by reason of their assignment to Bensenville become employees of Bensenville.

4. Insurance. Baecore will procure and maintain insurance during the term of Baecore's engagement, and upon request shall provide Bensenville with a certificate of such insurance which names Bensenville, and its officers, agents and employees as additional insureds, covering the following risks:

- (i) Commercial General Liability -- \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate;
- (ii) Worker's Compensation -- Statutory Limits;
- (iii) Employer's Liability -- \$1,000,000.00;
- (iv) Umbrella Liability -- 1,000,000.00; and
- (v) Auto Liability - \$1,000,000.00 hired and non-owned motor vehicle coverage.

If Baecore's certificate of insurance or policy of insurance expires, or is cancelled during the term of its engagement, or is materially modified, Baecore shall so advise Bensenville. Baecore shall furnish evidence of coverage prior to any services being performed at Bensenville, in the form of a Certificate of Insurance which names Bensenville, and its officers, agents and employees, as additional insureds. Bensenville shall maintain insurance and/or otherwise assume the entire risk of loss for and damage to all Bensenville equipment and any risks, including monetary damages and losses which may arise due to acts of God and any circumstances that are beyond Baecore's reasonable control.

5. Indemnification. Subject to the limitations as hereinafter set forth, Baecore assumes and agrees to indemnify and save harmless Bensenville and its officers, agents and employees from any liability and expenses with respect to claims for bodily injury or death or property loss or damage by whomsoever such claim may be asserted, which claims are based in whole or in part upon any negligent act or omission on the part of Baecore, its agents, servants, or employees in providing services set out in the Letter, or any services pursuant to a valid work order. Bensenville will provide Baecore prompt written notice of the assertion of any claim related to this indemnification, along with any information in the possession of Bensenville related to such claim, so as to permit Baecore reasonable time within which to notify its insurers of such claim, and the tender of the defense thereof by Baecore.

Regardless of whether any remedy set forth herein fails of its essential purpose, in no event shall either party be liable for any incidental, special, exemplary, punitive, consequential, indirect or similar damages or expense, whatsoever, (including without limitation, damages for any loss of business profits, business interruption, loss of business information, loss of data, computer failure or malfunction, loss of equipment, facilities or services, or any other pecuniary loss) under or in connection with the Letter, regardless of how characterized and even if such party has been advised of the possibility of such damages.

6. Notice. Any notices or demands which may be or are required to be given by either party to the other under the Letter or this Addendum shall be in writing, and all notices, demands and payments required to be given or made hereunder shall be given or made either: (i) e-mail at the following e-mail addresses; (ii) by hand delivery; (iii) by United States certified mail, postage prepaid; or (iv) if sent by nationally recognized overnight carrier, addressed to Baecore or Bensenville, respectively, at the following addresses, or at such other place as Baecore or Bensenville may from time to time designate in writing:

If to Bensenville:

Bensenville of Bensenville  
12 South Center Street  
Bensenville, IL 60106  
Attention: Mike Cassady  
E-Mail: mcassady@bensenville.il.us

If to Baecore:

Mary Smith  
Baecore Group  
1425 W. Schaumburg Road  
Suite 386  
Schaumburg, IL 60194  
E-Mail: smith@baecore.com

All notices, demands and payments will be deemed to be received: (i) if given by hand delivery, when delivered in person; or (ii) if given by certified mail, four (4) business days after deposit in

the United States mail; or (iii) after one business day if sent by nationally recognized overnight carrier.

7. Enforcement and Remedies. All available remedies, whether legal, equitable, or statutory, may be exercised by either party in the event of any claim, cause, or action brought against the other for the violation of the terms, agreements, and covenants of Letter or this Addendum. A party's application for injunctive or other equitable relief shall not prejudice any other claim, cause, or action which such party may pursue for any such violation, nor shall it prejudice such Party's right to maintain any other claim, cause, or action under the Letter or this Addendum. In any legal, administrative, or enforcement proceedings, the prevailing party shall be entitled to recover all costs, including reasonable attorney fees, court costs and ancillary expenses incurred by such party in enforcing its rights hereunder. In the event of litigation, Bensenville and Baecore agree to submit to the jurisdiction of the Courts of the State of Illinois and agree that exclusive venue shall be proper in the Eighteenth Judicial Circuit Court, DuPage County, Illinois. In any legal, administrative, or other enforcement proceeding, if any provision of the Letter or this Addendum shall be determined to be unenforceable as a consequence of imposing overly broad restrictions, such restrictions shall be interpreted as broadly as permissible, and such unenforceability shall not affect any other provision of the Letter or this Addendum.

8. Ownership of Deliverables. Any deliverables made available to Bensenville as part of the Services rendered herein by Baecore, including all software and programming (the "Deliverables"), shall remain the exclusive property of Baecore, and Bensenville shall be granted license to use such Deliverables. Custom development is for the sole use of Bensenville and cannot be distributed outside Bensenville by Bensenville, Its employees or Its contractors. The license granted to Bensenville by Baecore is governed by the License Agreement attached hereto.

## 9. Miscellaneous

a. Successors and Assigns. The Letter and this Addendum shall be binding upon and inure to the benefit of and be enforceable by the parties thereto and their respective successors and assigns. There shall be no reassignment in whole or in part by either Party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

b. Governing Law. The terms of the Letter and this Addendum shall be construed and take effect in all respects in accordance with the laws of the State of Illinois, notwithstanding choice of law principles. The exclusive jurisdiction for all claims and controversies arising hereunder shall be the Circuit Court of DuPage County, Illinois.

c. Compliance with Laws. In the performance of the Letter and this Addendum, each party agrees to comply with all applicable laws, rules, and regulations.

d. Severability. The terms of the Letter and this Addendum are separate and divisible. A conclusion of law that one or more provisions are void or voidable will not void the

entire Letter or this Addendum. Wherever possible, the terms of the Letter and this Addendum shall be interpreted and construed so as to permit its enforceability.

e. No Waiver. No waiver of a breach of any provision of the Letter and this Addendum shall be construed as a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this agreement shall be construed as a waiver of such breach.

f. Force Majeure. Neither party shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, or if performance hereunder is prevented, restricted or interfered with by reason of any acts of war, riot, insurrection, fire, flood, tornado, natural calamity, act of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body, strike or other labor activities, shipping or transport delays, materials or labor shortage, or accident or plant breakdown not caused by the fault or neglect of a party, then that party shall be excused from such performance to the extent of the "force majeure." The party so affected shall give prompt notice to the other Party, by any method appropriate under the circumstances. The party so affected shall use its best efforts to avoid or remove the "force majeure," and shall further continue on and use its best efforts to complete full performance of this agreement when such causes are removed.

g. Survival. Any obligations of a party hereunder which by their nature would continue beyond the termination or expiration of this Agreement shall survive such termination or expiration.

h. Complete Understanding. The Letter, Addendum and License Agreement constitute the entire agreement between the parties, superseding any prior understandings, arrangements or agreements whether in writing or oral and embody the entire agreement between the parties hereto. Any amendment or modification of or other change to the Letter, License Agreement, or this Addendum must be made in writing and signed by both Parties to be effective.

i. Headings. The headings and titles used herein are for convenience only and shall not be deemed a part hereof or affect the construction or interpretation of any provision hereof.

j. Drafting. The parties have had an equal opportunity to participate in the drafting of the Letter and this Addendum. No ambiguity will be construed against any party based upon a claim that the party drafted the ambiguous language.

**TYPE:** Resolution

**SUBMITTED BY:** S. Viger

**DATE:** 03.22.12

**DESCRIPTION:** Pass a Resolution authorizing the execution of a Contract with DMD Services, Inc. for the demolition of buildings located at 6 N. Center Street, 114 N. Center Street, 446 S. Addison Street, 103 E. Red Oak Street, and 307 E. George St. for \$70,500.00.

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

**COMMITTEE ACTION:** Public Safety (Voted to approve 6-0)

**DATE:** 03.13.12 and 03.20.12

**BACKGROUND:**

The Village owns the residential properties at 112 N. Center St. and 446 S. Addison St., and the commercial property at 6 N. Center Street, formally known as Wally's Auto. The buildings have been vacant since before the Village purchased them years ago. Two Non-Village owned single-family properties at 307 E. George St. and 103 E. Red Oak St. have each been vacant for several years and have become dilapidated due to fire and vacancy, respectively. Code enforcement efforts have been exhausted with no compliance, and both properties are in poor enough condition to warrant demolition.

**KEY ISSUES:**

Prior to making the determination to demolish the two Non-Village owned residential buildings, staff performed inspections and noticed the following problems:

- Significant structural integrity issues;
- High mold content due to flooding and lack of maintenance/poor condition; and
- Animal infestations and the associated damage.

State Statute (ILCS 65/11-31-1) gives the Village authority to demolish vacant and abandoned properties in order to protect the health and safety of the public. Staff has followed the procedure set forth in the Statute to demolish the buildings, and proper notice has been given to the property owners.

Similarly, regarding the Village owned properties at 6 N. Center St., 112 N. Center St., and 446 S. Addison St., staff has determined the estimated costs to repair the internal structural and mechanical issues outweigh the resulting value of the improvements.

The Non-Village owned properties will be leased to recover the costs of demolition.

**ALTERNATIVES:**

1. Deny motion and require Staff to issue another RFP.
2. Discretion of the Board

**RECOMMENDATION:**

Staff recommends approval of the contract with the low bidder on the project, DMD Services, Inc., to demolish the properties. The Public Safety Committee recommended approval of the contract for 114 N. Center Street and 446 S. Addison Street on March 13, 2012. On March 20, the Public Safety Committee recommended adding the demolition of the 6 N. Center Street, 307 E. George Street and 103 E. Red Oak Street properties to the contract.

**BUDGET IMPACT:**

The total cost demolition for the five properties is \$70,500.00. This item can be paid in part using the Neighborhood Stabilization Program budget. The original contract dated September 9, 2011 is attached and includes an addendum dated February 6, 2012 for the additional properties.

**ACTION REQUIRED:**

Pass the Resolution authorizing the execution of a Contract with DMD Services, Inc.

**RESOLUTION NO. R-**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT  
FOR DEMOLITION SERVICES WITH DMD SERVICES, INC.**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all agreements and contracts and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, it is sometimes necessary in furtherance of its statutory functions for the VILLAGE to contract for various services required by the VILLAGE; and

WHEREAS, the Village previously purchased properties at 112 N. Center Street and 446 S. Addison Street under the Bensenville Home Improvement Program (HIP); and

WHEREAS, since 2008 both homes have remained vacant and continued to fall into disrepair; and

WHEREAS, recent inspections by the VILLAGE have revealed that both properties are infested with mold, inhabited by animals, and have compromised structural integrity, presenting an unsafe condition to the public; and

WHEREAS, the VILLAGE has determined that both properties must be razed in order to eliminate the physical hazards on the premises as well as make the lots more desirable for potential buyers; and

WHEREAS, the VILLAGE also owns the commercial property located at 6 N. Center Street; and

WHEREAS, 6 N. Center Street has remained a vacant building for several years; and

WHEREAS, staff has determined the estimated costs to repair the internal structural and mechanical issues outweigh the resulting value of the improvements; and

WHEREAS, the VILLAGE also owns the neighboring vacant lot and the two properties could be better marketed and sold as adjacent vacant lots; and

WHEREAS, the Non-Village owned properties at 307 E. George St. and 103 E. Red Oak St. have each been vacant for several years and have become dilapidated due to fire and vacancy, respectively; and

WHEREAS, code enforcement efforts have been exhausted with no compliance, and both properties are in poor condition and warrant demolition; and

WHEREAS, prior to making the determination to demolish the two residential buildings, staff performed walk-through inspections and noticed significant structural integrity issues, high mold content due to flooding and lack of maintenance/poor condition, and animal infestations and the associated damage; and

WHEREAS, State Statute (ILCS 65/11-31-1) gives the VILLAGE authority to demolish vacant and abandoned properties in order to protect the health and safety of the public; and

WHEREAS, staff has followed the procedure set forth in the Statute to demolish the buildings, and proper notice has been given to the property owners; and

WHEREAS, the Non-VILLAGE owned properties will be leased to recover the costs of demolition.

WHEREAS, for this purpose, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into a Contract for Demolition Services with DMD Services Inc., which Contract, including addendum, is attached hereto and incorporated herein by reference as Exhibit "A."

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

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

**SECTION TWO:** The Village Board authorizes the Village Manager to execute a contract, with DMD Services, Inc. of Northlake, Illinois for Demolition Services in accordance with their proposal dated September 9, 2011, including the attached addendum to the contract dated February 6, 2012.

**SECTION FOUR:** This Resolution shall take effect immediately upon its passage and approval as provided by law.

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

APPROVED:

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Frank Soto  
Village President

ATTEST:

---

Village Clerk

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

NAYES: \_\_\_\_\_

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



February 6, 2012

Village of Bensenville  
12 S. Center Street  
Bensenville, Illinois 60106  
Attn: Mark Rysavy

**RE: Addendum to the contract dated September 9, 2011**

We are pleased to provide this proposal to complete the following scope of work at the above referenced project. Our price includes all union labor, equipment, materials, transportation, disposal, insurance and administration to complete the project in accordance with applicable codes and regulations.

**Scope of Work:**

1. Demolition and debris removal of the existing structures.
2. Demolition and debris removal of all foundations, slabs, driveways, patios and private walkways.
3. Backfill with stone fill (CA-6) to no less than 6" from existing grade. Top soil to be used for the remaining 6" of fill.
4. Final seeding shall be conducted, Kentucky Bluegrass preferred but alternates will be reviewed.

**Exclusions and Clarifications:**

1. D.M.D. to provide all necessary demolition permits, including DuPage Co Demolition Permit.
2. D.M.D. will provide the owner with a letter that states the building is asbestos free. If asbestos is discovered, an asbestos consultant shall be hired and shall be paid for by the owner.
3. D.M.D. to obtain disconnection letters for gas, telephone, electric and cable.
4. D.M.D. assumes no responsibility for the removal of pollutants or contaminates of any type such as PCB's, hazardous chemicals, underground storage tanks, etc.
5. D.M.D. shall take title to all salvage.
6. D.M.D. to provide 6' temporary fencing around site.

---

D.M.D. will perform the proposed Scope of Work for and in consideration of receiving from Village of Bensenville (the Client), title to all salvage and payment in the lump sums as selected below:

103 E. Red Oak Street: \$13,500.00

307 E. George Street: \$13,500.00  
6 N. Center Street: \$21,200.00

**Total Bid Price including previous contract: \$ \$70,500.00**

The undersigned authorizes D.M.D. to perform the Scope of Work selected above and described in this proposal. The undersigned represents and warrants that he/she is fully authorized to execute this Agreement on behalf of the company, corporation, partnership, or legal entity to themselves, as the case may be; that they have read and understood this document, all attached documents, and all documents incorporated by reference; and that he/she intend the company, corporation, partnership, legal entity, or themselves, as the case may be, to be legally bound by the same. This proposal shall be incorporated into all additional project contracts/ documents. This proposal shall be good for 30 days. This proposal is based on normal construction standards. Any unforeseen or oversized construction will be addressed as a change order to this proposal. Prior to any change order work being performed both parties will meet to review said changes.

Project costs will be invoiced as the project proceeds on a monthly basis and/or upon completion. D.M.D. shall be compensated by the Client upon receipt of invoice. The Client understands that the fee is not contingent upon the closing of a transaction or the ability to receive financing for the property. Unpaid balances shall be subject to interest at the rate of 1.5% per month, or the maximum permissible under state law, whichever is less, commencing thirty (30) days from the invoice date. The Client agrees to reimburse D.M.D. for any reasonable collection fees, without limitations, including administrative and attorney's fees that D.M.D. may incur in collecting its fees and expenses as a result of the Client's failure to pay D.M.D.

Signature: \_\_\_\_\_  
*Authorized Signature*

Signature: \_\_\_\_\_  


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

Name: \_\_\_\_\_  
Dominick S. DiSilvio

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

Title: \_\_\_\_\_  
General Manager

Company: \_\_\_\_\_

Company: \_\_\_\_\_  
D.M.D. Services, Inc.

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

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

# BENSENVILLE DEMOLITION BID RESULTS

# Village of Bensenville

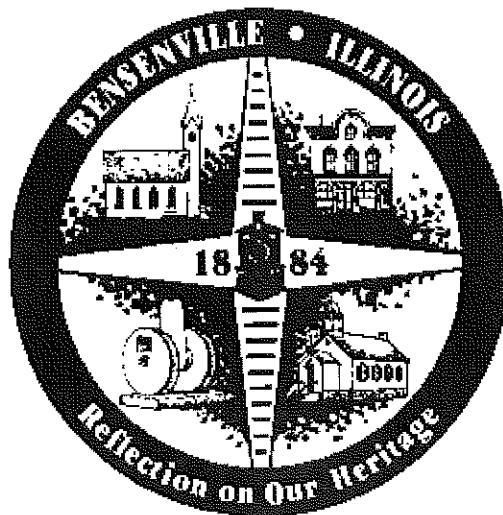
Invitation to Bid with Specifications

Village Owned Property Demolition

August 26, 2011

Office of Community and  
Economic Development

12 S. Center Street  
Bensenville, IL 60106  
(630) 350-3413  
(630) 350-3449 (fax)



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## **ADVERTISEMENT TO BID**

The Village of Bensenville will accept bids for “**Demolition**” for two Village owned properties. The bids shall be sent to the **Community and Economic Development Department** located at 12 S. Center St., Bensenville, IL 60106, between 8:00 am and 5:00 pm, Monday through Friday. The bids will be publicly opened at **11:00 AM on September 9, 2011** at the Bensenville Village Hall, 12 S. Center Street. No late bids will be accepted under any circumstances.

The bid must be in a sealed opaque envelope plainly marked **Demolitions – BID**.

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

Mark Rysavy  
Assistant to the Director  
Community and Economic Development

## TERMS AND CONDITIONS

- 1) Three (3) references are required. The references shall be of like-kind contracts.
- 2) The Village retains the right to cancel the contract for any or no specified reason.
- 3) The Village requires all bidders to read carefully all the specifications and what is required under the terms of the contract.
- 4) The Village will require proof of insurance. The requirements for insurance are provided under the Contract Provisions section of the bid document entitled Village Insurance Requirement.
- 5) All questions are to be directed in writing via email to Mark Rysavy, the Assistant to the Director of Community & Economic Development, located at 12 S. Center Street, [mraysavy@bensenville.il.us](mailto:mraysavy@bensenville.il.us)

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

**BIDDER INFORMATION SHEET**

NAME: (PRINT)

Dominick DiSilva

SIGNATURE:

shulal

COMPANY NAME:  
(PRINT)

Dmo Services, Inc

ADDRESS:

32 East Lake Street  
Northlake Illinois 60164

TELEPHONE:

708 344 3669

FACSIMILE:

708 344 3206

SERVICE LOCATION, if different than above address:

Please Return to:

Mark Rysavy  
Assistant to the Director  
Community and Economic Development  
Village of Bensenville  
12 S Center St.  
Bensenville, IL 60106

The bid must be in a sealed opaque envelope plainly marked: Demolition – BID.

The bids must be received by 11:00am on September 9, 2011 at which time they will be opened and publicly read.

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.

**ASBESTOS CONTAINING MATERIAL AFFIDAVIT #1**

Contractor: DMD Services, Inc

Contractor Address: 32 East Lake St, Northlake IL 60164

Address of Demolition: 446 S. Addison Street, Bensenville, IL 60106

Parcel Identification Number: 03-23-211-022

I, the undersigned, acknowledge that the attached permit application is pursuant to the Village of Bensenville Building Code.

I agree to comply with the complete statutory and regulatory requirements found in the Illinois Environmental Protection Act 415 ILCS 5/8 et seq. and Title 35 of the Illinois Administrative Code of Regulations.

I further agree to comply with the National Emission Standards for hazardous Air Pollutants (NESHAP) regulations.

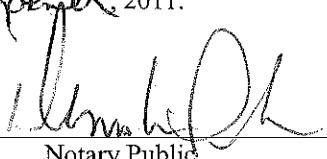
I further realize that it is my responsibility to determine if asbestos is present. In the event asbestos is present, if applicable, I shall comply with the Asbestos School Hazard Act and Commercial and Public Buildings Asbestos Abatement Act administered by the Illinois Department of Public Health.

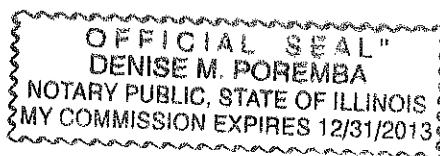
I recognize that the failure to comply with the above requirements shall render any permits issued by the Village of Bensenville null and void and without further effect. I also recognize any violation of these terms shall render the contract void and will result in the complete non-payment by the Village of Bensenville.

  
\_\_\_\_\_  
Contractor's Signature

Jacqueline DiSilvio  
\_\_\_\_\_  
Contractor's Name Printed

Subscribed and sworn to  
before me this 8 day of  
September 2011.

  
\_\_\_\_\_  
Notary Public



**ASBESTOS CONTAINING MATERIAL AFFIDAVIT #2**

Contractor: DMD Services, Inc

Contractor Address: 32 East Lake Street, Northlake IL 60164

Address of Demolition: 112 N. Center Street, Bensenville, IL 60106

Parcel Identification Number: 13-14-212-029

I, the undersigned, acknowledge that the attached permit application is pursuant to the Village of Bensenville Building Code.

I agree to comply with the complete statutory and regulatory requirements found in the Illinois Environmental Protection Act 415 ILCS 5/8 et seq. and Title 35 of the Illinois Administrative Code of Regulations.

I further agree to comply with the National Emission Standards for hazardous Air Pollutants (NESHAP) regulations.

I further realize that it is my responsibility to determine if asbestos is present. In the event asbestos is present, if applicable, I shall comply with the Asbestos School Hazard Act and Commercial and Public Buildings Asbestos Abatement Act administered by the Illinois Department of Public Health.

I recognize that the failure to comply with the above requirements shall render any permits issued by the Village of Bensenville null and void and without further effect. I also recognize any violation of these terms shall render the contract void and will result in the complete non-payment by the Village of Bensenville.

Julie M. DiSilva  
Contractor's Signature

Julie M. DiSilva  
Contractor's Name Printed

Subscribed and sworn to  
before me this 8 day of  
September 2011.



Notary Public

**BIDDING SCHEDULE**

Contractors are advised to attend a mandatory site visit on Friday September 2, 2011 at 10:00 am to inspect the structure at 112 N. Center Street and at 11:00 am to inspect the structure at 446 S. Addison Street prior to bidding. It is the Contractor's responsibility to become familiar with any and all site requirements and conditions. All work must conform to the demolition regulations contained herein.

**PROPOSAL FOR DEMOLITION****112 N. Center Street**

Cost of environmental remediation	\$ <u>1,000</u>
Cost of demolition	\$ <u>8,500</u>
Total cost	\$ <u>9,500</u>

**446 S. Addison Street**

Cost of environmental remediation	\$ <u>800</u>
Cost of demolition	\$ <u>12,000</u>
Total cost	\$ <u>12,800</u>

---

**Total Demolition Costs** \$ 22,300**Options/Alterations:**

Authorized Signature

Title: PresidentDate: 9/8/11

## **SPECIAL PROVISIONS**

### General

These special provisions, and the Standard Specifications, and the Supplemental Specifications shall govern the work for the Village Owned Property Demolition in the Village of Bensenville, Illinois.

### Scope of Work

The work under this project shall consist of one contract for all material, tools, labor, hauling, disposal, remediation, and all necessary appurtenances required for the Village Owned Property Demolition and all other collateral work needed to complete the project as specified herein. Only contractors qualified to perform this type of construction shall bid this project.

The selected Contractor shall designate one responsible company agent to act as an overall foreman. Said foreman shall be fluent in English. The foreman shall notify the Community and Economic Development Department or his designee 48 hours prior to each day that the Contractor will be working. Any work performed without said notification shall not be paid for.

The Contractor agrees to repair or replace, to the satisfaction of the Community and Economic Development Department, or his agent, any vegetation or property damaged by his operations. The Contractor will furnish all labor, materials and equipment necessary to perform the work as outlined in accordance with the enclosed specifics. Prices indicated on the bid proposal for this contract shall include all work contemplated by these specifications.

The Contractor shall submit monthly to coincide with the Village Board Warrant, along with request of payment, an itemized listing of "work performed," referring to the individual demolition addresses during the period covered for payment. This listing of "work performed" will be necessary prior to the releasing of any payment.

These Special Provisions are intended to include all information necessary for the work contemplated. In case, by inadvertence or otherwise, these Special Provisions omit some information necessary for that purpose, the Contractor shall, nevertheless, be required to perform such work at either no expense to the Village, or at a negotiated cost with the Village, so that the maintenance program may be accomplished according to the true intent and purpose of these specifications.

If the Contractor defaults or neglects to carry out the work in accordance with the contract specifications, or fails to perform any provision of the contract, the Village may, after seven days written notice to the Contractor and without prejudice to any other remedy he may have, make good deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor; or at its option, may terminate the contract.

### Environmental Remediation

The contractor is responsible for all testing, identification, removal and disposal of asbestos containing materials which may be located in the structures to be demolished in accordance with all applicable local, state and federal regulations. This cost shall be identified on the Bidding Schedule as an individual value, but shall be included in each property total cost. No line item fees or allowances will be accepted. The contractor will be given the opportunity at a field meeting on Friday September 2, 2011 at 10:00 am to inspect the structure at 112 N. Center Street and at 11:00 am to inspect the structure at 446 S. Addison Street for any possible asbestos containing materials (ACM) and to price this remediation work accordingly. Prior to commencement of demolition, the contractor will be required to submit a signed affidavit (an example will be provided to the contractor by the Village of Bensenville) attesting to the proper identification and disposal of ACM.

### Utility Disconnections

It shall be the responsibility of the contractor to obtain final utility disconnection letters from ComEd for the electrical service, Nicor for the gas service, and AT&T or Comcast for cable television and phone services. Final disconnection letters will be required prior to commencement of work.

Water and sewer services shall be disconnected by the Village of Bensenville Department of Public Works. No work will be necessary for the disconnection of these utilities by the contractor. However, restoration of the parkway and private grass will be the responsibility of the contractor.

### Hauling

All trucks hauling debris of any kind shall be fully covered. Any truck hauling without sufficient cover/ tarp will be ticketed in accordance with the Village of Bensenville Police Department standards. All trucks must meet and local, county, and state weight requirements at all times. Any overweight trucks will be ticketed in accordance with the Village of Bensenville Police Department standards.

### Construction & Silt Fence

The contractor is responsible for providing a 6'-0" temporary construction fence around the site with lockable gates for access. The silt fence requirement will be waived for the demolition of these two homes. There is no stormwater system in close proximity to be affected by this work.

### Dust Control

The contractor is responsible for providing a water truck capable of suppressing any dust and debris during the demolition process. The water truck can be filled at the Department of Public Works through a metered connection, located at 700 East Jefferson Street. The water fee will be waived, but must be metered for Village records.

### Disposal of Debris

The contractor shall legally and safely transport and dispose of off-site all materials removed from demolished structures, including recycling, in accordance with local, state, and federal regulations governing such operations. The contractor, and any of his representatives shall be prohibited from burning, or causing to be burned any items on site.

### Hours of Operation

The contractor may perform the work on any day or days of the week except Sunday. Work shall be performed between the hours of 7:00 a.m. and 7:00 p.m. The Community and Economic Development Department will notify the Contractor of any events or requirements that may impact or be affected by the performance of Contractor's maintenance duties and the Contractor shall reschedule his demolition schedule to accommodate the Village.

### Public Safety and Convenience

The Contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. Upon verbal notice from the Director of Community and Economic Development, or his authorized representative, the Contractor shall discontinue said hazardous work practice. It is required that the Contractor keep the necessary guards and protective devices at locations where work is being performed to prevent injury to the public or damage to public or private property.

### Backfill

Upon removal of entire foundation and slabs, driveways, patios, and private walkways, the contractor shall be responsible for the appropriate fill for each application. Stone fill (CA-6) shall be used to level any excavations to a point not less than 6" from the existing grade. Top soil shall be used for the remaining 6" of fill. Top soil shall be free of clay, brick, and stone and shall be ready for seed.

### Seeding

Final seeding shall be conducted and erosion control blankets laid in place until seed starts to grow. Seed mix to be approved Village of Bensenville, but shall not include fescue, wildflowers, clover or the like. Kentucky Bluegrass is the preferred seed, but alternates will be reviewed. Watering of grass seed is the responsibility of the contractor until the grass is 2-1/2" high. If seed is not placed or growing before winter, it will be the responsibility of the contractor to return in the spring and place seed, or replace seed if necessary.

Partial Payment

Payments shall be processed within 45 to 60 days. The payment form shall be the document that the Contractor shall submit each month, along with request of payment, showing an itemized listing of "work performed," referring to the individual demolition addresses during the period covered for payment. This listing of "work performed" will be necessary prior to the release of any payment. Upon approval by the Community and Economic Development Department, the Village shall contact the Contractor to inform them of the approved amount for which the necessary lien waivers should be made. The waivers shall include all amounts paid to the contractors, subcontractors, suppliers, and their respective supporting lien waivers shall accompany the Contractor's request.

Supporting lien waivers for subcontractors and suppliers shall be prepared on double faced forms, one side entitled "Waiver of Lien" and the other side "Contractor's Affidavit". Each side shall be completely filled out. The Contractor's Affidavit shall show names of all suppliers and contractors providing material and services for the subcontractor. Partial waivers shall be on Form 1722 C.T. & T. Company.

Acceptance and Final Payment

Final payment will be made sixty (60) days after the work is fully completed and the contract fully performed. This date will be determined from the date grass reaches 2-1/2" in height.

Request for final payment shall be accompanied by the documentation outlined hereinbefore in the special provision covering PARTIAL PAYMENTS. Final lien waivers shall be on Form 1550 C.T. & T. Company.

Except as modified by the foregoing, final payment will be made in accordance with the requirements of Article 109.08 of the Standard Specifications as applicable to work.

Quantities for this contract shall be subject to the contract unit price applied to final measured quantities.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Village a complete release of all liens arising out of this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that the releases and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Village, to indemnify him against any lien.

If any liens remain unsatisfied after all payments are made, the Contractor shall refund to the Village all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable Attorney's fee.

### Changes in the Work

The Village, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except that any claims for extension of time caused thereby shall be adjusted at the time of ordering change.

In giving instructions, the Village shall have the authority to make minor changes in the work involving extra costs and not inconsistent with the purpose of the work. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless it is in pursuance of an order by the Community and Economic Development Department, and no claim for an addition to the Contract sum shall be valid unless so ordered.

The value of any such work change shall be determined in one or more of the following ways:

- a. By estimate and acceptance in lump sum;
- b. By cost and percentage;
- c. By cost and a fixed fee.

If none of the above methods are agreed upon, the Contractor shall proceed with the work, provided he receives an order as above. In such cases and also under cases (c) and (d), he shall keep account of the net cost of labor and materials, together with vouchers. In any case, the Supervisor shall certify to the amount, including reasonable allowances for overhead and profit due to the Contractor. Pending final determination of value, payments on account of changes shall be made on the Village's estimate.

### Claims for Extra Cost

If the Contractor claims extra cost under this Contract either by drawings or otherwise, he shall give the Supervisor written notice thereof within a reasonable time after receipt of such instructions, except in emergency which endangers life or property. The procedure shall then be as provided under CHANGES IN WORK. No such claim shall be valid unless so made.

### Correction of Work Before Final Payment

All materials determined by the Village as failing to conform to the Contract shall be promptly removed from the premises by the Contractor, whether incorporated into the work or not. He shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Village. He shall bear all costs of making good the work of other contractors which is destroyed or damaged by such removal or replacement.

If the Contractor does not remove such non-conforming work and materials within a reasonable time as fixed by written notice, the Village may remove them and store the material at the expense of the Contractor. If the Contractor fails to pay the expense of such removal within ten (10) days thereafter, the Village may, upon ten (10) days notice in writing, sell such materials at

auction or private sale and shall account for the new proceeds thereof after deducting all cost and expense that should have been borne by the Contractor.

**Payment Withheld**

The Village may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect itself from loss on account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims;
3. Failure of the contractor to make payments properly to subcontractors or for material or labor;
4. Damage to other contractors' tools, materials, work or equipment;
5. Damage to public or private property.

When the above grounds are removed, payment shall be made for amounts withheld because of it.

**Deductions for Uncorrected Work**

If the Village deems it inexpedient to correct work done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefrom.

**Public Safety and Convenience**

During his operations, the Contractor shall keep the site of the work and adjacent premises as free from material, debris, excessive dust, and rubbish as is practical and shall remove same entirely and at once, if, in the opinion of the Supervisor, such material, debris, excessive dust or rubbish constitutes a nuisance, a safety hazard, or is objectionable in any way to the Public.

Before the final acceptance of the work, the Contractor shall remove all temporary work, equipment, unused and useless materials, rubbish, debris, etc. and shall leave the site of work in a neat and presentable condition wherever his operations have disturbed conditions which existed at the time of starting work. The cost of this cleaning up shall be incidental to the contract.

The Contractor shall be liable for damages to property, real or personal, which may arise from his operations under this contract. All existing structures in the vicinity of the work shall be protected against damage during performance of the work.

The Contractor shall protect pedestrians, vehicles, streets, sidewalks and buildings against damage. Any damage so resulting shall be entirely the responsibility of the Contractor.

**Noise Restrictions**

All engines and engine driven equipment shall be equipped with an adequate muffler in constant operation and properly maintained to prevent excessive or unusual noise.

This time regulation shall not apply to maintenance or operation of safety and traffic control devices such as barricades, signs, and lighting, or to work of an emergency-type nature.

Exceptions: Any machine or device or part thereof which is regulated by or becomes regulated by Federal or State of Illinois noise standard shall conform to those standards.

Requests to modify or deviate from these requirements shall be submitted in writing by the Contractor and must be approved in writing by the Supervisor.

---

**CERTIFICATE OF COMPLIANCE**

DRUG FREE WORK PLACE ACT

30 ILCS 580/1 et. seq.

I, Jacqueline Silino, the contractor under a certain contract dated: 9/18/11 with the Village of Bensenville for Demolition hereby certifies that said contractor shall, as a condition of the aforesaid contract, provide a drug free workplace by:

A) Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited at the contractor's workplace or work site;
- 2) Specifying the actions that will be taken against employees for violations of such prohibition.
- 3) Notifying the employee that, as a condition of employment on such contract, the employee will:
  - a) abide by the terms of the statement; and
  - b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.

B) Establishing a drug free awareness program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the contractor's policy of maintaining a drug free workplace;
- 3) any available drug counseling, rehabilitation, and employee assistance programs; and
- 4) the penalties that may be imposed upon employees for drug violations.

C) Making it a requirement to give a copy of the statement required by subsection A) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace or worksite.

D) Notifying the Village of Bensenville within 10 days after receiving notice under part b) of paragraph 3) of subsection A) from an employee or otherwise receiving actual notice of

such conviction.

- E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by paragraph H) below.
- F) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the foregoing.
- H) Employee sanctions and remedies. A contractor shall, within 30 days, after receiving notice from an employee of a conviction of a violation of a criminal drug statute occurring in the workplace:
  - 1) Take appropriate personnel action against such employee up to and including termination; or
  - 2) Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

Contractor:

By: John

Title: President

SUBSCRIBED AND SWORN to before

me this 8<sup>th</sup> day of September, 2011.

Denise M. Boremba  
NOTARY PUBLIC



**CERTIFICATE OF COMPLIANCE**  
CRIMINAL CODE OF 1961  
720 ILCS 5/33/2 et. seq.

I, Jacqueline D'Silva, the contractor under a certain contract dated: 9/18/11 with the Village of Bensenville for Demolition hereby certifies that said contractor is not barred from bidding on the aforesaid contract as a result of a violation of any applicable provision of the Criminal Code of 1961.

Contractor: Dmo Services Inc

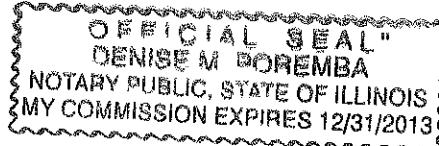
By: John

Title: President

SUBSCRIBED AND SWORN to before

me this 8<sup>th</sup> day of September, 2011.

Denise M. Boremaba  
NOTARY PUBLIC



## **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 where applicable. 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 #II89-11, 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 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 "Demolition - 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 (3) 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. The bidder must initial erasures on the bid form.
- 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) Bid Attachments - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 10) 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.
- 11) 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.
- 12) 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.

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## **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 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) 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”.
- 3) 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 General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- (2) Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Worker’s Compensation and Employers’ Liability: Workers’ Compensation coverage with statutory limits and Employers’ Liability limits of \$1,000,000 per accident.

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

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

**D) Other Insurance Provisions**

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

- (1) General Liability and Automobile Liability Coverages
  - (a) The Village of Bensenville, its officials, agents, employees, and volunteers are to be covered as insured as respects: liability arising out of activities

performed by or on behalf of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Bensenville, its officials, agents, employees, and volunteers.

- (b) The Contractor's insurance coverage shall be primary as respects the Village of Bensenville, its officials, agents, employees, and volunteers. Any insurance maintained by the Village of Bensenville, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village of Bensenville, its officials, agents, employees, and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause 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.

**(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 Village of Bensenville reserves the right to request full certified copies of the insurance policies and endorsements.

**G) Subcontractors**

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

**H) Assumption of Liability**

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

**I) Indemnity/Hold Harmless Provision**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify, and hold harmless the Village of Bensenville, its officials, agents, and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Bensenville, its officials, agents, and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Bensenville, its agents, or employees, the Contractor shall, at its own expense, appear, defend, and pay all charges of attorney and all costs and other expenses arising therefore or incurred in connections therewith, and if any judgment shall be rendered against the Village of Bensenville, its officials, agents, and employees, in any such action, the Contractor shall at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Bensenville, its officials, agents, and employees as herein provided.

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

4) **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.

- 5) 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.
- 6) Acceptance - Contracted work will be considered accepted when final payment is made.
- 7) 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 1st and 3rd Tuesdays of the month.
- 8) 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.
- 9) 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.
- 10) 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.

**VENDOR:** DMD Services Inc.

jl  
Signature

President

Title

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Date

## **Village of Bensenville:**

Signature

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**Title**

Date

## Dominick DiSilvio

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**From:** Mark Rysavy [MRysavy@bensenville.il.us]  
**Sent:** Friday, September 02, 2011 2:30 PM  
**To:** Mark Rysavy  
**Subject:** addendum #1 to Demolition Bid-Bensenville

To all bidders, let this email serve as addendum #1 to the Demolition Bid Request as advertised on 8.26.11. The following questions came up today during the on site meeting. The answers are listed below each question in red:

1. Can the CA-6 backfill be substituted for clean clay?
  - a. Clean clay is an allowable substitution. It must be compacted to 95% in 12" lifts. The Village of Bensenville will inspect any material used for backfill and will reject any unsuitable fill.
2. Will the gas disconnections be completed by the Village of Bensenville?
  - a. The Village of Bensenville will be responsible for the disconnections of water and sewer only. The remainder of the utilities will be the contractor's responsibility to disconnect. The Village will sign any authorization papers as required, but all fees are the responsibility of the contractor.
3. What happens to the trees?
  - a. If a tree is in the way, or gets damaged during demolition, it is the contractor's responsibility to remove the entire tree and root system. The tree can then be stacked on the property for the Village of Bensenville to chip and dispose of. The goal is to save as many trees or shrubs as possible.
4. Will a plat of survey be provided for each house?
  - a. Plats are not available today, but will be made available to the awarded contractor. Both lots are 50'X150'. If there is any question as to the lot coverage for pavement, you are more than welcome to go check the sites again and measure.

### Village Notes:

Read the bid packet closely, especially the affidavits for asbestos containing materials. The contractor is responsible for all testing and remediation of ACM. The Village reserves the right to request testing reports and disposal receipts for any ACM.

This contract will be modifiable to add more single family homes and some simple one story commercial demolition within the Village. If you have any further questions, please email them to me as phone questions will not be answered. Thank you for your time and good luck.

Mark Rysavy  
Village of Bensenville  
Assistant Director Community  
and Economic Development  
Office: 630.350.3396  
Fax: 630.350.3434  
[mraysavy@bensenville.il.us](mailto:mraysavy@bensenville.il.us)



32 East Lake Street • Northlake, IL 60164 • Office: 312-782-0003 • 708-344-3669 • Fax: 708-344-3206  
[www.dmdservicesinc.com](http://www.dmdservicesinc.com)

## REFERENCES

**1. Forest Preserve District of DuPage County**

35580 Naperville Road  
Wheaton, Illinois 60187  
Contact: Sam Bass (630) 933-7674

Mayslake Friary Demolition

3600 St Pachal's Drive  
OakBrook, Illinois

Job Description: Demolition of former Friary and Associated Bldgs

Job Completed: 2011

Job Cost: \$613,144.00

**2. City of Chicago Department of Aviation**

10510 Zemke Drive  
Chicago, Illinois 60666  
Contact: Michelle Thompson (312) 656-3857

O'Hare Runway Modernization Projects

Packages 1 and 3

O'Hare International Airport  
Chicago, Illinois

Job Description: Demolition of over 80 singles family houses, commercial buildings and Townhouses to make room for new runways

Job Completed: 2010

Job Cost: \$2,882,550.00

**3. Columbus Foods Corporation**

30 E Oakton  
Des Plaines, Illinois 60018  
Contact: Paulette Gagliardo (773) 842-0078

Columbus Foods Warehouse  
Albany and Troy  
Chicago, Illinois

Job Description: Demolition and removal of former Warehouse and associated factory buildings, removal of UST.

Job Completed: 2011

Job Cost: \$205,500.00

**4. Gilbane Building Company**

1215 Hoboult Road  
Joliet, Illinois 60431  
Contact: Al Zakariya (773) 695-3500

Joliet Junior College Demolition  
1215 Hoboult Road  
Joliet, Illinois

Job Description: Demolition and removal of 5 existing buildings located on college property along with foundation removal and seeding.

Job Completed: 2011

Job Cost: \$236,842.50

**5. Village of Addison**

1 Friendship Plaza  
Addison, Illinois 60101  
Contact: Bob Nissen (630) 543-4100

Driscoll High School  
555 N Lombard  
Addison, Illinois

Job Description: Demolition of the former Driscoll High School Building

Job Completed: 2011

Job Cost: \$263,414.00

**6. Village of Franklin Park**  
**9500 Belmont Avenue**  
**Franklin Park, Illinois 60131**  
**Job Description: Demolition of Residence and Office Building**  
**Job Completed: 2011**  
**Job Cost: \$19,000.00**

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**TYPE:** Resolution    **SUBMITTED BY:** Joe Caracci    **DATE:** 03/21/2012

**DESCRIPTION:** Resolution adopting the Village of Bensenville Emerald Ash Borer (EAB) Management Plan

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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

**DATE: 03/20/2012**

**BACKGROUND:** The Emerald Ash Borer (EAB) was confirmed in Bensenville in December 2011. Upon confirmation, our Forestry Division began compiling data and research to how to best move forward with managing this devastating insect. An EAB Management Plan was developed as a guideline to assist in combating this devastating beetle. Our current urban forest has approximately 5,000 parkway trees of which 902 are ash trees (18% of our total parkway tree population). The cost to remove and replace these trees is estimated to cost nearly \$600,000 (in 2012 dollars).

We do not know the inventory of private ash trees but can only guess it will make a significant negative impact on the community if all ash trees become infested and need to be removed. While this impact on the environment is obvious we cannot assess the overall impact tree loss will have on areas like storm water run-off and the increase in local temperature. The loss of shade, property values, wildlife habitat and overall tree benefits to the Village will be devastating.

**KEY ISSUES:** The adoption of the EAB Management Plan has been a primary focus of the Forestry Division for the few months. Developing the guidelines will help us move forward with an implementation plan. Included in the plan are recommendations for dealing with both public and private ash trees. On the Public side we recommend the initiation of an EAB Removal Program, the treatment of ash trees in good or excellent condition (as determined by our tree inventory), and a monitoring program for those trees in fair condition. With respect to private trees, we recommend treating EAB infested trees similar to how we handle other Nuisance trees. This would include requiring residents to remove EAB infested trees within 30 days of notification. The EAB Management Plan also included requirements for the proper material handling, plans for reforestation, and the establishment of an Education Program. As with any developing outbreak, more and more information will continue to come in with respect to new methods and procedures for combating the EAB. As such, the EAB Management Plan should be a flexible document and be revised occasionally based on new information.

Our next steps in implementation will include:

- Removal of trees identified on the EAB Removal Program
- Treatment of approximately 220 ash trees identified on the Village Treatment Program
- Notification to all homeowners with ash trees who have not already been notified of a potential removal explaining options for treatment or removal
- Scheduling of tree replacement program for ash removals with available space

**ALTERNATIVES:** Discretion of the Village Board

**RECOMMENDATION:** Staff recommends approval of the EAB Management Plan.

**BUDGET IMPACT:** The 2012 Budget includes funding that will supplement this EAB Plan (\$85,000 Tree Removal, \$25,000 EAB Mitigation, \$25,000 Planting Program). Future budgets will be established accordingly based on any changes to the Ordinance.

**ACTION REQUIRED:** Approval of a Resolution adopting the Emerald Ash Borer (EAB) Management Plan.



•Pat Quinn, Governor •Thomas E. Jennings, Director

**Bureau of Environmental Programs – DeKalb Field Office** 2280 Bethany Rd., DeKalb, IL 60115  
815/787-5476 (Voice/TDD) Fax: 815/787-5488 Pesticide Misuse Hotline: 800/641-3934 (Voice/TDD)

## MEMORANDUM

**TO:** Village of Bensenville; Ken Rubach  
**FROM:** Mark Cinnamon, Scott Schirmer; Illinois Department of Agriculture  
**DATE:** December 14, 2011  
**SUBJECT:** Emerald Ash Borer (EAB) Confirmed in Your Community

This memo serves as official notice that on December 13, 2011 (retroactive to August 3, 2011) the presence of EAB was confirmed by the Illinois Department of Agriculture (IDA) and documented within your community. Emerald Ash Borer was verified during our statewide EAB trap survey or through outreach activities performed by IDA EAB staff. We will soon list your community by name on our list of confirmed communities. The IDA will also recognize your community with one red star on our statewide EAB map using the location coordinates and the date of the field confirmation. We can work with you to help explain and outreach this news to staff or citizens.

The extent and the severity of any EAB infestation are very difficult to quantify. A confirmed presence of EAB anywhere in town indicates a larger, more widespread EAB population is likely nearby. Due to our experience of observed patterns of local and regional spread, and the biology of this insect, the entire ash population within your community is at risk or is likely already infested with EAB. Newly affected trees may show few, if any symptoms and may appear healthy and green for up to a few years. Officials and residents should plan accordingly by assuming their ash trees are now infested.

All or parts of 23 northeast Illinois counties are quarantined by the Illinois Department of Agriculture at this time. Please go to the following link to find the most recent amended IDA EAB Quarantine:  
<http://www.agr.state.il.us/eab/index.php>

The Illinois EAB program is counting on municipal compliance of all regulations within the Illinois EAB Quarantine and the prudent management or destruction of EAB infested ash wood. Please become familiar with the quarantine map and the Illinois EAB Compliance Agreement which lists existing rules and regulations concerning ash and the EAB in Illinois. That agreement was revised with new regulations effective November 23, 2009. The compliance agreement lists the enforceable EAB rules of the state and our department regardless of the signing an EAB Compliance Agreement and can be found on our website at <http://www.illinoiseab.com>.

Aggressively destroying declining ash trees, or in some cases aggressive insecticidal treatments, may slow the rate of tree mortality locally and remains the best practice. Treatment with systemic insecticides on individual trees which are not yet severely infested is an option for individual landowners and village managers to consider on a tree-by-tree basis to try to protect a single tree. Such treatment has a risk of failure if trees are already infested and is not guaranteed to be ultimately successful on any specific tree. Educating residents to the fact that this pest is confirmed in your area, that all ash trees are at risk and will become infested, and that quarantine rules exist is all very important.

For general EAB questions please call the IDA DeKalb office at 815-787-5476. For community outreach, educational help, and informational packets please contact: IDA EAB Outreach and Education Coordinator Juliann Heminghous at 217- 785 -5575 or [juliann.heminghous@illinois.gov](mailto:juliann.heminghous@illinois.gov)

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

**RESOLUTION ADOPTING  
THE EMERALD ASH BORER (EAB) MANAGEMENT PLAN**

**WHEREAS**, the Emerald Ash Borer (EAB), *Agrilus planipennis Fairmaire*, is an invasive beetle native to Asia that was first discovered in southeastern Michigan in the summer of 2002; and

**WHEREAS**, EAB (in its larvae stage) feed on the inner bark of ash trees, disrupting the tree's ability to transport water and nutrients and ultimately causing death of the tree; and

**WHEREAS**, on December 14, 2011 the Illinois Department of Agriculture (IDOA) confirmed the presence of EAB in the Village of Bensenville; and

**WHEREAS**, the presence of EAB will deplete the ash forest in Bensenville; and

**WHEREAS**, the Forestry Division of Public Works has created an EAB Management Plan as a guideline to combat the presence of EAB; and

**WHEREAS**, the EAB Management Plan establishes policy and procedure for ash tree removal, ash tree chemical treatment, EAB confirmations on private property, material handling of ash wood, reforestation, and public education; and

**WHEREAS**, advancements in research and technology continue as experts learn more about this devastating insect; and

**WHEREAS**, the EAB Management Plan is intended to be a flexible document.

**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bensenville that:

**SECTION ONE.** The Village Board hereby adopts the EAB Management Plan dated January 2012 (attached as Exhibit A).

**SECTION TWO.** The EAB Management Plan may be modified from time to time as deemed necessary by the Director of Public Works.

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

APPROVED:

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Frank Soto  
Village President

ATTEST:

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Village Clerk

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

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

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

# Exhibit A



## VILLAGE OF BENSENVILLE EMERALD ASH BORER MANAGEMENT PLAN

Prepared by: Department of Public Works  
January 2012

## **I. Background**

Emerald Ash Borer (EAB), *Agrilus planipennis Fairmaire*, is an invasive beetle native to Asia that was first discovered in southeastern Michigan near Detroit in the summer of 2002. The adult beetles nibble on ash foliage but cause little damage. The larvae (the immature stage) feed on the inner bark of ash trees, disrupting the tree's ability to transport water and nutrients. Emerald ash borer probably arrived in the United States on solid wood packing material carried in cargo ships or airplanes originating in its native Asia. Emerald ash borer has also been reported as established in Ohio (2003), Indiana (2004), Maryland (2006), Illinois (2006), Pennsylvania (2007), West Virginia (2007), Wisconsin (2008), Missouri (2008), Virginia (2008), Minnesota (2009), New York (2009), Kentucky (2009), Iowa (2010), and Tennessee (2010). Since its discovery, EAB has:

- Killed tens of millions of ash trees in southeastern Michigan alone, with tens of millions more lost in Illinois, Indiana, Kentucky, Minnesota, Missouri, New York, Ohio, Ontario, Pennsylvania, Tennessee, Quebec, Virginia, West Virginia, and Wisconsin.
- Caused regulatory agencies and the USDA to enforce quarantines (Michigan, Illinois, Indiana, Iowa, Maryland, Minnesota, Missouri, Ohio, New York, Ontario, Pennsylvania, Tennessee, Virginia, West Virginia, Wisconsin, and Kentucky) and fines to prevent potentially infested ash trees, logs or hardwood firewood from moving out of areas where EAB occurs.
- Cost municipalities, property owners, nursery operators and forest products industries tens of millions of dollars.

On December 14, 2011 the Illinois Department of Agriculture (IDOA) confirmed the presence of EAB in Bensenville.

## **II. Impacts on Bensenville**

The Village of Bensenville has approximately 5,000 parkway trees of which approximately 902 are ash trees (18% of our total parkway tree population). If these ash trees are removed, stumped and replaced it would cost the Village approximately \$600,000.00 as of 2012. Unfortunately these costs will continue to escalate and have a significant impact on the Forestry budget.

We do not know the inventory of private ash trees but can only guess it will make a significant negative impact on the community if all ash trees become infested and need to be removed. While this impact on the environment is obvious we cannot assess the overall impact tree loss will have on areas like storm water run off and the increase in local temperature. The loss of shade, property values, wildlife habitat and overall tree benefits to the Village will be devastating.

The Village of Bensenville takes great pride in its Urban Forest as shown by it's over 20 years as a Tree City USA. It is important to understand that this EAB Management Plan is a recommendation that should be flexible, taking new circumstances and the most current research into consideration. Research on EAB and how to manage this insect is in a continual state of change. By being steadfast yet open minded about managing this insect we hope that this management plan helps to create a more healthy urban forest that provides greater benefits to all those that live and visit here.

### **III. Management Recommendations – Public Trees**

Our management plan will consist of a number of procedures that will focus on maintaining a healthy urban forest. Due to the rapid spread of EAB witnessed by other states before us, early detection as well as early action will be vital to a successful program. Our goal will be to act as quickly as time and budget allows to any one situation.

The first step in combating EAB is to have a complete inventory of all public ash trees within the Village; this was completed in 2011 and is continuously updated. Each ash tree is identified and the location recorded via Global Positioning System (GPS). This will allow us to graphically display the ash population on any number of criteria. Each public ash tree has been assessed at the time of data collection and fits into one of six categories: Excellent, Good, Fair, Poor, Very Poor, or Dead.

**A. EAB Removal Program** – The Illinois Department of Agriculture (IDOA) has established guidelines for recognizing EAB infested ash trees. There are eight identifiable signs and symptoms that a tree may be infested with EAB:

- 1. Crown Dieback:** Dieback of the upper and outer crown begins to occur after multiple years of EAB larval feeding. Trees begin to show dead branches throughout the canopy, beginning at the top. Larval feeding disrupts nutrient and water flow to the upper canopy, thus resulting in leaf loss. Foliage in the top of the tree may be thin and discolored.



2. **Epicormic Sprouting:** Stressed trees will attempt to grow new branches and leaves where they still can. Trees may sucker excessively both at the base of the tree and on the trunk, often just below where the larvae are feeding.



3. **Bark Splits:** Vertical splits in the bark are caused due to callus tissue that develops around larval galleries. Larval galleries can often be seen beneath bark splits.



4. **D-Shaped emergence holes:** As adults emerge from under the bark they create an emergence hole – 1/8 inch in diameter and D-shaped.



**5. S-Shaped larval galleries:** As larvae feed under the bark they wind back and forth, thus creating galleries that are packed with frass and sawdust and follow a serpentine pattern.



**6. Larvae:** Larvae are cream-colored, slightly flattened, and have pincher-like appendages at the end of their abdomen. Mature larvae reach  $1\frac{1}{2}$  inches in length and all larvae are found feeding beneath the bark.



**7. Adults:** Adult beetles are metallic green in color and are  $3/8$  - $1/2$  inch in length and  $1/16$  inch in width. Adult's area flat on the back and rounded on their underside



**8. Woodpecker Damage –** Damage occurs from woodpeckers drilling through the bark of trees to forage for larvae located under the bark. White patches of bark are observed on trunks and branches and feeding is typically evident higher in the tree where the emerald ash borer prefers to initially infest.



If two or more of these signs and symptoms are present or the tree is at least 50% dead, we will consider the tree infested and it will be removed. Secondly if the tree is determined to be in decline (see definition below) by our Public Works Supervisor and/or the tree is exhibiting splitting or decay/ hollowness the tree will also be removed. No treatment will be allowed to be done on these trees. The tree will be removed by the Village as time and budget allows.

***Decline:** Refers to progressive loss of vigor and health, not to any specific disease or disorder. Trees decline for many reasons, sometimes as the result of a single disease or damaging environmental factor but often as the result of several environmental and biotic factors acting in concert or in sequence. Decline results from the action of stressing factors over periods of years.*

- B. Treatment of Ash Trees in Good Health** – Since EAB was first discovered the research on chemical treatments are more promising than in the past, but there is still no guarantee of success. It is not fiscally possible (nor would we try) to save every ash tree. It is our hope that we will be able to save some of our higher quality trees with these treatments. The Village will continue to follow the research to stay on top of the latest advancements. Our intent will be to treat approximately 220 of our best ash trees (if funding is available to do so) with a chemical that gives the best opportunity for extending the life or potential survival.
- C. Monitoring Ash Categorized as Fair**– These trees are beginning to show minor signs of decline and do not qualify to be treated as they are not rated as Excellent or Good. A resident may choose to fund a treatment application on a “Fair” tree. They will be required to obtain permission from the Public Works Department with the understanding that once the tree shows two or more signs and symptoms of infestation that the tree will be marked for removal. Staff is currently creating a formal procedure to allow for private treatment to occur.

#### **IV. Management Recommendations – Private Trees**

Focusing only on the removal of public infested ash trees will not help to prevent the further spread of EAB. The Village of Bensenville’s current ordinance (8-9-6) requires the removal of Public Nuisances on private property. EAB is considered a Public Nuisance and will be incorporated into this ordinance which is currently being updated along with all ordinances pertaining to the care of maintenance of trees within the Village.

If a resident thinks a private tree may be infested with EAB, they should contact a certified arborist to inspect the tree in question. If the tree is confirmed to exhibit signs of EAB, it should be reported immediately to the Village Forester.

Residents who are concerned that trees on others private property that may pose health or safety concerns for their own property may request an inspection by Village staff. Due to manpower limitations, these trees will be inspected on an “as time permits” basis after all public EAB issues are addressed.

Private trees that exhibit signs of EAB infestation (as defined in Section III-A of this Plan) will be required to be removed within 30 days of notification. If the tree is not removed at that time, the Village will proceed to remove the tree in accordance with Section 8-9-6 of the Village Code.

If a private property owner wants to treat their trees we can provide a wide variety of information to help them make that decision. It is important to note that if/when the private trees becomes infested (as defined in Section III-A of this Plan) then the tree must be removed. Due to the difficult economic times, efforts will be made to seek low or no cost loans through area banks for those that can prove financial hardship.

## **V. Material Handling**

In order to minimize the spread of EAB through infested material the IDOA began asking that any company or municipality handling ash debris sign an official IDOA Compliance Agreement. This agreement requires that the company properly dispose of infested wood in compliance with the state’s Department of Agriculture requirements. Bensenville signed this agreement in 2011. All contractors performing landscape or tree care work for the Village are required to sign a compliance agreement

## **V. Reforestation**

It is critical that we continue to pursue mixed species tree planting on parkways and provide proper species planting information to residents so as to mitigate the impact of extensive tree loss. Not every tree can be replaced due to several factors including under and above ground utilities and location of other private and parkway trees. The Village will continue to pursue tree planting in every possible available space as budget allows.

## **VI. Public Education**

The Village of Bensenville finds it important to create a Public Education Campaign in order to inform the community of the EAB epidemic which will impact many residents and businesses as it reshapes the look of our urban forest. It will be important to provide the most current information to help residents make educated decisions regarding their private property. We are currently in the process of completing our plan in order to launch this campaign. Some of the ideas that will be implemented are as follows:

1. Keep current information on the Village of Bensenville Website.

2. Provide information through Bensenville TV and produce a “Spotlight on Bensenville” episode dedicated solely to this topic.
3. Include EAB information in the Community Newsletter.
4. Informational letters to residents who are directly affected by EAB.
5. Provide brochures at Village Buildings.
6. Provide speeches to groups as requested.
7. Reach out to other government agencies (Park District, Library District, and School Districts) to help inform as many people as possible about EAB.

## **VI. Program Future**

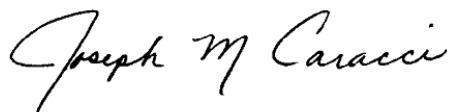
As we have just begun our initial fight against EAB it is important to keep in mind that this management plan should remain a flexible document that is amendable due to new research and technology that will best help combat this insect.

## **VII. Responsible Parties**

This EAB Management Plan will be the responsibility of the Public Works Department and will be overseen by the following administrative personnel:

- 1) Director of Public Works
- 2) Public Works Supervisor

Plan Approved By:



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Joe Caracci, PE  
Director of Public Works



**TYPE:** Ordinance    **SUBMITTED BY:** Joe Caracci    **DATE:** 03/20/2012

**DESCRIPTION:** Ordinance amending the Village Code to establish a comprehensive forestry management program

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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

**DATE: 03/20/2012**

**BACKGROUND:** The Village Code includes a very basic chapter (Title 6, Chapter 7) with respect to "Trees". Other references to "trees" are scattered throughout the Code. One of the goals of the Public Works Department was to establish a more comprehensive approach to our urban forest. We have already begun to act upon more aggressive operations with respect to our urban forest with the initiation of the parkway tree pruning program and parkway tree removal program. Last year we also performed a Gypsy Moth Control Program. Each of these programs is a step in the right direction for caring for one of our most precious assets.

Our urban forest provides many benefits to the community including: enhancing and preserving the air quality of the Village through the filtering effect of trees on air pollutants; reducing noise within the Village through the baffle and barrier effect of trees on the spread of noise; reducing topsoil erosion through the soil retention effect of tree roots; reducing energy consumption through the wind break and shade effects; providing nesting areas for birds and other wildlife which in turn assist in the control of insects; reducing storm water runoff and the costs associated therewith; replenishing ground water supplies; and protecting and increasing property values.

**KEY ISSUES:** The goal of the Comprehensive Forestry Management Ordinance is to set forth our guidelines for preserving and enhancing our urban forest. It provides for the proper parkway standards and establishment of new trees, the protection and maintenance of existing trees, and the timely removal of hazardous or infectious diseased trees on both public and private property. The proposed Ordinance will remove Chapter 6-7 of our Village Code and establish a new Chapter 8-9 that will be a continuous work in progress as we build upon our experiences and learn more with respect to ongoing preservation and enhancements to our forest.

The I&E Committee concurred with the following new policies that will be incorporated as part of the new Ordinance:

1. Private property owners are required to remove nuisance trees at their cost. They will have 30 days to remove or the Village will remove and charge the resident. If unpaid, the resident would be subject to property lien.
2. Any tree that has the potential to be harmed due to construction activity in the parkway will require a permit and tree protection at the owner/developer cost.

**ALTERNATIVES:** Discretion of the Village Board

**RECOMMENDATION:** Staff recommends approval of the Comprehensive Forestry Management Ordinance.

**BUDGET IMPACT:** Budgets will be established accordingly based on any changes to the Ordinance

**ACTION REQUIRED:** Approval of the Ordinance.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE VILLAGE CODE TO ESTABLISH A  
COMPREHENSIVE FORESTRY MANAGEMENT PROGRAM**

WHEREAS the Urban Forest of the Village of Bensenville provides many benefits to the community. Our urban forest provides many benefits to the community including enhancing and preserving the air quality; reducing noise pollution; reducing topsoil erosion; reducing energy consumption; providing nesting areas for birds and other; reducing storm water; replenishing ground water supplies; and protecting and increasing property values, and

WHEREAS the Village values these benefits and chooses to establish guidelines for the preservation and enhancement of our urban forest, and

WHEREAS it is understood that the proposed modifications to the Village Code will be a continuous work in progress as the Village builds upon its experiences and knowledge with respect to ongoing enhancements in preservation and protection.

BE IT ORDAINED by the President and the Board of Trustees of the Village of Bensenville that the Village Code be amended as follows:

**SECTION 1:** Title 6 – Chapter 7 entitled “Trees” be deleted from the Village Code in its entirety.

**SECTION 2:** Title 8 – Chapter 9 entitled “Comprehensive Forestry Management” be added to the Village Code as follows:

**TITLE 8**

**CHAPTER 9**

**COMPREHENSIVE FORESTRY MANAGEMENT**

**8-9-1 PURPOSE**

(A) The purpose of this subchapter is to provide for the proper parkway standards and establishment of new trees, the protection and maintenance of existing trees and the timely removal of hazardous or infectious diseased trees on both public and private property.

(B) It is further intended to balance the property rights of individual property owners with those of the overall health, safety and welfare interests of the Village. Trees enhance and preserve the air quality of the Village through the filtering effect of trees on air pollutants, reduce noise within the Village through the baffle and barrier effect of trees on the spread of noise, reduce topsoil erosion through the soil retention effect of tree roots, reduce energy consumption

through the wind break and shade effects, provide nesting areas for birds and other wildlife which in turn assist in the control of insects, reduce storm water runoff and the costs associated therewith, replenish ground water supplies and protect and increase property values.

## **8-9-2 RESIDENTIAL PARKWAY STANDARDS.**

All uses which require site plan or special use approval shall install and maintain trees along any parkway which abuts the perimeter of the property.

(A) The parkway shall be grass or low ground cover, except where covered by driveway pavement. A minimum of one parkway tree per 40 feet of frontage is required for all development.

(B) The use of loose stone, rock, or gravel is prohibited on public parkways.

(C) Other than trees, no landscaping shall be taller than two feet.

(D) No tree or bush with a mature height of more than two feet shall be planted within a distance of 30 feet of any street corner, measured from the point of the nearest intersecting curbs or curb lines as extended. No tree shall be planted closer than 10 feet of any fire hydrant.

(E) Trees shall be planted on the center line of parkways or as close to five feet from the sidewalk as possible and located so as not to interfere with overhead wires or traffic or pedestrian safety.

(F) A minimum parkway width of four feet is required for trees in a parkway.

(G) Wherever feasible, parkway trees shall be planted on the public parkway and not on the private property side of the sidewalk.

(H) Parkway trees shall consist of shorter trees if overhead utilities exist. Otherwise, taller trees are required as shown in the following list. No species shall comprise more than 20% of the overall parkway tree count for new development. A mixture of trees shall be planted whenever feasible.

(I) No person shall attach any object to a parkway tree.

## **8-9-3 PROTECTION OF PUBLIC TREES**

(A) All trees on any street or other publicly owned property near any excavation or construction of any building structure or street work shall be guarded with good substantial fence, frame, or box not less than 4 feet high and 8 feet square, or at a distance in feet from the tree equal to the caliper of the trunk in inches, whichever is greater, and all building material, dirt or other debris shall be kept outside the barrier.

(B) No person shall excavate any ditches, tunnels, trenches, or lay any drive within a radius of 10 feet from any public tree without first obtaining a written permit.

(C) No person shall deposit, place, store, or maintain upon any public place of the municipality, any stone, brick, sand, concrete or other materials which may impeded the

free passage of water, air, and fertilizer to the roots of any tree growing therein, except by written permit.

#### **8-9-4 TREE REMOVAL PERMIT.**

No person shall remove or cut down any tree or shrub in any street, parkway or other public place without first securing a permit from the Department of Public Works. Any permit authorizing removal may be subject to such conditions as the Director of Public Works or his or her designee may deem necessary or appropriate to minimize damage to other trees or vegetation on a site, and may include the installation of protective fencing.

#### **8-9-5 TREE SPECIES.**

(A) All trees that shall be planted within the Village shall be chosen from the latest edition Illinois Department of Agriculture's Reforestation List. The Director of Public Works or his designee may from time to time allow deviation from this list at his sole discretion.

(B) The following trees are prohibited in parkways:

COMMON NAME	SCIENTIFIC NAME
Ash (green, white, blue, and all their varieties)	<i>Fraxinus</i>
Boxelder	<i>Acer negundo</i>
Cottonwood, Eastern	<i>Populus deltoides</i> (except 'siouxland')
Maple, Silver	<i>Acer saccharinum</i>
Tree of Heaven	<i>Ailanthus altissima</i>
Willow	<i>Salix</i>
Elm, Siberian	<i>Ulmis pumila</i>
Ginkgo	<i>Ginkgo biloba</i> (female varieties)
Hickory	<i>Carya</i>
All Conifers and Arborvitae	

#### **8-9-6 NUISANCE TREES ON PRIVATE PROPERTY.**

The Village, in accordance with the law, shall have the right to cause the removal of any dead, diseased, or trees that are deemed a nuisance on private property within the Village, when such trees constitute a hazard to life and property, or harbor insects or disease which constitutes a potential threat to other trees within the Village. The Village will notify in writing the owners of

such trees. Removal is the responsibility of said owners and shall be done by the owners at their own expense within 60 days after the date of service of notice or such other time as may be agreed upon by the Village and the property owner. In the event of failure of owners to comply with such provisions, the Village shall have the authority to remove such trees and file a lien against the property for the amount of the costs of removal.

Identified Nuisances:

- I. Dutch Elm Disease
  - a. Any tree or part thereof, which living or dead, infected or attacked by Dutch elm disease (*Ceratocystis ulmi*) is hereby declared to be a nuisance. It shall be unlawful to permit any tree or part thereof so infected to remain in the Village.
  - b. To mitigate the spread of Dutch elm disease the pruning of elms on public and private property from April through August is prohibited unless a hazardous situation arises.
- II. Emerald Ash Borer
  - a. Please refer to the EAB Management Plan on file and available for viewing at the Office of the Village Clerk or Public Works Department.
- III. Gypsy Moth
  - a. The Village acknowledges the ongoing problem of gypsy moth and its devastating effect it can have on the tree population.
  - b. The Director of Public Works or his designee shall authorize the treatment of trees when necessary in order to control the spread of this insect.

## **8-9-7 PRUNING, RIGHT-OF-WAY CLEARANCE OF PRIVATE TREES.**

Every owner of any privately owned tree overhanging any street or right-of-way within the Village shall prune the branches so that such branches shall not obstruct the view of any street intersection and so that there shall be a clear space of eight feet above the surface of the sidewalk and 15 feet above the street. Said owners shall remove all dead, diseased or dangerous privately owned trees, or broken or decayed limbs which constitute a menace to the safety of the public. The Village, in accordance with the law, shall have the right to prune any tree or shrub on private property when it interferes with the proper spread of light along the street from a street light or interferes with visibility of any traffic control device or sign.

## **8-9-8 TREE CARE STANDARDS**

### **PRUNING GUIDELINES**

(A) Pruning will be done in accordance with the most current edition of *the American National Standard for Tree Care Operations - ANSI A300 (part 1) Pruning*.

(B) This work will be accomplished within the following specifications:

- a. Crown cleaning and thinning of branches 1"-2" in diameter and greater.
- b. To remove under branches to permit clearance of approximately fifteen feet (15') where practical to allow passage of second class motor vehicles on the street side of the tree and

approximately eight feet (8') on the sidewalk or pedestrian side of the tree. This height is a guide and can be adjusted by the Public Works Supervisor or his designee.

- c. To remove trunk suckers and water sprouts especially where they are present on the trunk of the tree.
- d. Limbs shall be removed which overhang houses with the objective to raise the trees aesthetically to maintain clearance until the scheduled time to return. Exceptions to this requirement may be made when the removal of a sound limb will greatly detract from the overall appearance of the tree. In those cases where determinations cannot be easily made, the Public Works Supervisor or his designee shall be consulted.
- e. Smaller limbs shall be removed within 3' of house drops or as necessary for proper clearance.
- f. Remove all dead, dying, diseased, interfering, objectionable and weak branches and stubs greater than two inches in diameter from all trees.
- g. Remove one of two or more crossed and/or rubbing branches greater than 2 inches in diameter from all trees where practical.
- h. All cuts to be made sufficiently close to parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions.
- i. Rope down all branches where damage could be incurred by gouging of a sodded area and/or damage to public walks. Use caution where there is the possibility of damaging adjacent privately owned shrubs, trees, or flowers.
- j. Pre-cut all limbs being removed whenever there is a possibility of stripping the bark.
- k. No person (whether Village employee or contractual) working in trees shall use shoes with spikes or any other footwear, which will, in the Village's opinion, injure the trees while work is being performed. At no time shall any person working in trees for pruning purposes wear spurs or climbing irons.
- l. Clear all streetlight and traffic control devices including non-illuminated signage to allow adequate lighting and sign visibility for the length of the trim cycle. Clear small parkway trees to allow natural growth habit without severely altering the form of the larger tree.
- m. The Village requires use of all safety devices and procedures which will conform to the most current editions of **American National Standards Institute, Standard Z 133.1 (for Pruning, Repairing, Maintaining and Removing Trees and Cutting Brush and for Arboricultural Operations – Safety Requirements)**.

## PLANTING GUIDELINES

(A) Planting will be done in accordance with the most current edition of *the American National Standard for Tree Care Operations - ANSI A300 (part 6) Transplanting*.

(B) This work will be accomplished within the following specifications:

- a. All trees planted within the Village must be found on the Illinois Department of Agriculture's Reforestation List.
- b. Selected trees must meet the specifications of the planting spaces that are presently available within the Village in terms of soil, lighting conditions, and overall size at maturity.

- c. All trees that the Village purchases will be between 2"-3" caliper, come from an Illinois Department of Agriculture Certified Nursery (where practical) and are to follow **ANSI Z60.1-2004 American Standard for Nursery Stock**.
- d. Newly planted trees must be mulched for at least the first year and watered appropriately for three years to enable trees to become fully established and thrive. During the growing season 1" of water should be applied weekly to the root ball of newly planted trees unless adequate soil moisture is present.
- e. It is required that 2"-3" layer of organic, wood chip mulch will be maintained in a circular area around the base of the tree that is at least 3' in diameter.
- f. All tags, rope and wire ties will be removed. Trunk wrap may remain in place for the first winter season if necessary for thin-barked trees. Stakes will only be used in windy locations and will be removed after one year.
- g. All trees will be monitored for pests or other signs of stress, and conditions will be remedied when appropriate and possible.

### **8-9-9 TREE PRUNING PROGRAM.**

- (A) The Board of Trustees hereby creates and sets up an annual tree pruning program for the maintenance and care of public trees.
- (B) The Village has been divided into 5 trimming zones; each zone shall be trimmed every 4 to 5 years.

### **8-9-10 TREE PLANTING PROGRAM.**

- (C) The Board of Trustees hereby creates and sets up an annual tree planting program for new trees and tree replacement. The trees are to be placed in the Village right-of-way at Village-determined locations with no fees charged to the adjacent property owner.
- (D) The Director of Public Works or his designee shall be solely responsible for selecting tree species and planting locations that are in the best interest of the Village and its Forestry Management Plan.

### **8-9-11 VIOLATIONS OF TREE REGULATIONS.**

- (A) Whoever violates this subchapter, in addition to any other fines, or fees, shall be subject to the following provisions:
  - (1) Fines: first offense, \$500; second offense, \$1,000; third and subsequent offense, \$2,500.
  - (2) All violations that are committed by the same person or any firm controlled by such person shall be counted, regardless of whether or not the violations occur at the same time. Any finding or plea of guilty or plea of "no contest" upon a citation shall be deemed a violation.
- (B) Any entity or person who injures a public tree shall be held responsible for the costs of repairs, such as pruning or cabling, if the injured tree will not die as a result of such injuries. In cases where the tree has been damaged beyond repair and cannot remain in the public right-of-way, the entity or person responsible for the damage shall remove the tree and stump at their own

costs, or if the tree is an immediate hazard, the entity or person shall pay the cost the Village incurs in its removal.

(C) In addition to any fines that may be assessed for violation of this section, the person shall pay to the Village a sum equal to the value or partial value of the tree lost as a result of the violation. The value or partial value of the tree lost shall be as determined by the Department of Public Works using the most current edition of the Guide for Plant Appraisal prepared by the Council of Tree and Landscape Appraisers, and edited, published and copyrighted by the International Society of Arboriculture. Various factors used in the tree value calculations for northern Illinois shall be obtained from the most current edition of the Species Ratings and Appraisal Factors for Illinois prepared by the Illinois Arborist Association. The collection of this fee shall be used by the Village for the replacement of the damaged or destroyed tree. Any remaining funds after the damaged or destroyed tree has been replaced will be deposited into a tree planting fund to be administered by the Director of Public Works.

(D) If the entity or person cannot pay the fines and fees, a lien shall be placed against the property.

### **8-9-12 INTERFERENCE WITH THE VILLAGE.**

It shall be unlawful for any person to prevent, delay or interfere with the Village or any of its agents, while engaging in and about the planting, cultivating, mulching, pruning, spraying, or removing of any street trees, park trees, or dead, nuisance, or diseased trees on private grounds.

**SECTION 2:** This Ordinance shall be in full force and effect following its passage, and publication, as provided by law.

**ADOPTED:** \_\_\_\_\_

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Frank Soto  
President, Board of Trustees

**ATTEST:**

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**Village Clerk**

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

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

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

**TYPE:** Ordinance **SUBMITTED BY:** Joe Caracci **DATE:** 03/21/2012

**DESCRIPTION:** Ordinance amending the Local Limits of the Pretreatment Program based on updated laboratory testing and USEPA requirements

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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

**DATE: 03/20/2012**

**BACKGROUND:** As part of the requirements of the USEPA approved Pretreatment Program the wastewater treatment plant must perform a local limits technical re-evaluation. The local limits are those that are applied at the end-of-pipe sampling locations prior to connection to the public sanitary sewer. A technical re-evaluation is now required by the permit to be conducted every 5 years. The technical re-evaluation includes:

- Identification of the pollutants that need to be evaluated based on regulations impacting the plant from the NDPES permit itself, EPA inhibition criteria, Illinois water quality based standards and Illinois or USEPA bio-solids limitations, and worker health and safety;
- Identification of a cost-effective laboratory capable of meeting the method detection limitations;
- Development of a sampling program to determine the removal capabilities of the wastewater treatment plant and the loadings contributed by residential and non-permitted commercial and industrial sources; and
- Obtaining plant operational data that can be used in the calculations of local limits.

After completion of the sampling program the industrial permits were evaluated to determine which Industrial Users (IU) are required to be allocated pollutant loadings based on the national categorical pretreatment standards and those IU that have processes that need an allocation that are not nationally regulated.

**KEY ISSUES:** In order for a local limits review to be started, USEPA will need a letter from the Village stating that the Village Board has approved the necessary criteria. The updated local limits have to be approved although they cannot be implemented until USEPA sends its approval letter and the limits are published by either the USEPA or the Village.

The ordinance that the Village Board of Trustees needs to adopt so that USEPA can start the review is attached. This local limits update is important to the Village because it contains numerous limits that have been able to be increased providing a more level playing field with industries in surrounding municipalities. Based on past review history, the expected timeframe for hearing back from USEPA is a minimum of two months. Once we have been given the approval to implement the new local limits, we will be required to modify the discharge permits within a six-month timeframe.

**ALTERNATIVES:** Discretion of the Village Board

**RECOMMENDATION:** Staff recommends approval of the attached Local Limits Ordinance

**BUDGET IMPACT:** None

**ACTION REQUIRED:** Approval of the Local Limits Ordinance in order to remain in compliance with USEPA Pretreatment Program re-evaluation regulations.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTIONS OF TITLE 8, CHAPTER 6, ARTICLE A  
“GENERAL PRETREATMENT PROGRAM” AS IT RELATES TO LOCAL LIMITS**

WHEREAS As part of the requirements of the USEPA approved Pretreatment Program the wastewater treatment plant must perform a local limits technical re-evaluation, and

WHEREAS the local limits are those that are applied at the end-of-pipe sampling locations prior to connection to the public sanitary sewer, and

WHEREAS A technical re-evaluation is now required by the permit to be conducted every 5 years, and

WHEREAS the Village of Bensenville hired Baxter & Woodman to conduct the necessary sampling, testing, and evaluation, and

WHEREAS Baxter & Woodman is working with the USEPA to modify our local limits in an attempt to protect our Wastewater Treatment plant from harmful chemicals and also to provide a level playing field with our neighboring communities.

**BE IT ORDAINED BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF BENSENVILLE THAT “CHAPTER 6 SEWER AND WASTEWATER TREATMENT, ARTICLE A. GENERAL PRETREATMENT PROGRAM” BE AMENDED AS FOLLOWS:**

**Section 1:** That an Ordinance entitled “Chapter 6 Sewer and Wastewater Treatment, Article A. General Pretreatment Program” be amended by deleting the entire contents of Section 8-6A-7-3 Local Limits, and replacing it with the following:

**“8-6A-7-3: LOCAL LIMITS**

***8-6A-7-3-A. Guidelines for Discharge***

No User should Discharge any Wastewater containing concentrations greater than the Daily Maximum or Instantaneous guidelines as set forth below into any Sewers that connect either directly or indirectly to the Publicly Owned Treatment Works.

<b><u>POLLUTANT</u></b>	<b><u>CONCENTRATION (mg/l)</u></b>	
	Daily	Maximum
	Instantaneous	
Ammonia Nitrogen		15.0
BOD		300
COD		900

Chloride	700
Iron	40
Manganese	5.0
Molybdenum	9.2
Nitrogen	reserved
Oil and Grease (non-FSE sources or manufacturing)	100
Oil and Grease (FSE sources)	200
Phenols	0.6
Phosphorus	reserved
Selenium	5.0
Sulfate	reserved
TSS	350
Total Toxic Organics	2.0

The Village reserves the right to set specific limits for all Pollutants above on a case-by-case basis. These limits shall be set forth in a Wastewater Discharge Permit per Section 8-6A-9.

***8-6A-7-3-B. Toxic Pollutants – Local Limits.***

No User shall Discharge any Wastewater containing concentrations greater than the Daily Maximum or Instantaneous Local Limits as set forth below into any Sewers that connect either directly or indirectly to the POTW. Multiple industrial Discharges from a permitted facility may be combined with the following limitations upon approval by the POTW.

<b><u>POLLUTANT (total unless otherwise listed)</u></b>	<b><u>CONCENTRATION (mg/l)</u></b>	
	Daily	Maximum
	Instantaneous	
Arsenic	2.0	
Cadmium	0.5	
Chromium	26.0	
Chromium (hexavalent)		2.8
Copper	3.0	
Cyanide		0.3
Lead	2.0	
Mercury	0.0005	
Nickel	0.3	

Silver	5.0
Zinc	1.0

Individual Wastewater Discharge Permits identify requirements for testing of these Pollutants."

**Section 2:** This Ordinance shall be in full force and effect following its passage, approval by USEPA, and publication, as provided by law.

**ADOPTED:**\_\_\_\_\_

---

Frank Soto  
President, Board of Trustees

**ATTEST:**

---

Village Clerk

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

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

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

**TYPE:** Resolution      **SUBMITTED BY:** Joe Caracci      **DATE:** 3/20/2012

**DESCRIPTION:** Resolution to approve the 2012 Parkway Tree Planting Program

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

**ASSIGNED COMMITTEE: I & E (approved 5-1)**

**DATE: 3/20/2012**

**BACKGROUND:** The Public Works Department in an effort to grow and diversify our urban forest set out an aggressive plan to plant over 100 trees this spring. Eleven different species were selected based on the Illinois Department of Agriculture's Tree Species List for Northern Illinois. These trees have been recommended for the area due to certain factors such as high survival rate, soil compatibility and lighting conditions. Through the help of the Morton Arboretum we were able to secure the EAB Urban Forest Restoration Grant from the US Forest Service in the amount of \$10,000. This will allow us to enhance our planting program and help to mitigate some of the losses that we will sustain due to the removal of ash trees that have become infested with Emerald Ash Borer.

**KEY ISSUES:** A recent bid advertisement for 2012 Parkway Tree Planting Program produced the following results:

<b>Company</b>	<b>2.5" Caliper BID TOTAL</b>	<b>3.0" Caliper BID TOTAL</b>
Alaniz Landscape Group Inc. Elgin, IL	\$ 26,733.00	\$ 29,668.00
St. Aubin Nursery & Landscaping, Inc. Kirkland, IL	\$ 32,446.00	\$ 20,345.00*
ASE Illini-Scapes Inc. Romeoville, IL	\$ 34,156.00	\$ 47,355.00
Copenhaver Construction, Inc. Gilberts, IL	\$ 55,050.00	\$ 66,270.00
Clauss Brothers, Inc. Streamwood, IL	\$ 60,685.00	\$ 71,600.00

\*Partial Bid- not all trees were available from this bidder.

The contract includes the purchase and installation of 135 trees within parkways throughout the Village. Planting spaces have been selected based on pending removals of ash trees as well as space conditions. We recommend moving forward with the 3.0" caliper trees. The lone dissenting vote expressed support for the planting program but preferred the work done by Village in-house staff.

**ALTERNATIVES:** Discretion of the Board

**RECOMMENDATION:** Staff recommends approval of the planting contract with Alaniz Landscape Group Inc. of Elgin, IL as the lowest responsible bidder.

**BUDGET IMPACT:** Funds have been allocated in FY12 (\$25,000 tree planting program and \$25,000 EAB Management Plan) for the 2012 planting program. \$10,000 of the cost will be reimbursed via the EAB Reforestation Grant after completion of the planting program.

**ACTION REQUIRED:** Motion to approve a Resolution authorizing the Village Manager to execute a purchase order and other associated documents to Alaniz Landscape Group Inc. of Elgin, IL for parkway tree planting services.

**RESOLUTION NO.**

**AUTHORIZING THE EXECUTION OF A PURCHASE ORDER  
TO ALANIZ LANDSCAPE GROUP INC. FOR THE 2012 PARKWAY TREE  
PLANTING PROGRAM**

WHEREAS the Village of Bensenville, in an effort to grow and diversify our urban forest, set out an aggressive plan to plant over 100 trees in 2012, and

WHEREAS on December 14, 2011 Emerald Ash Borer (EAB) was formally confirmed in Bensenville by the Illinois Department of Natural Resources, and

WHEREAS the Department of Public Works was able to secure an EAB Urban Forest Restoration Grant from the US Forest Service in the amount of \$10,000 to help offset planting costs due to EAB infestation, and

WHEREAS the Village formally opened bids for a tree planting contract on March 12, 2012.

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 Alaniz Landscape Group Inc. of Elgin, IL for parkway tree planting services for an amount not to exceed \$29,668.00 for the 2012 Parkway Tree Planting Program; and

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

APPROVED:

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Frank Soto  
Village President

ATTEST:

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Corey Williamsen  
Acting Village Clerk

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

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

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

# Village of Bensenville

## Invitation to Bid with Specifications

### 2012 Parkway Tree Planting 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)

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Initial: MR

**INVITATION TO BID**

**2012 PARKWAY TREE PLANTING PROGRAM**

The Village of Bensenville will accept bids for the “**2012 Parkway Tree Planting 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 **10:30AM on Monday, March 12<sup>th</sup>, 2012** at Bensenville Village Hall 12 S. Center St. The Bid must be in a sealed opaque envelope plainly marked **Tree Planting-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

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

Corey Williamsen  
Deputy Village Clerk

Initial: MA

## **BID SPECIFICATIONS**

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

### **2012 Parkway Tree Planting Program**

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

##### **1. CONDITIONS**

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

##### **2. BID SECURITY**

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

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

##### **3. ADJUSTMENTS TO THE CONTRACT**

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

##### **4. DAMAGES TO PROPERTY**

**4.1** The CONTRACTOR shall be responsible for any damage to properties caused by the acts of their work in the course of performance of this contract and shall replace or restore to its original condition any such damaged property at no cost to the occupant or

Initial: MM

owner or the Village. The Village shall be held harmless for all liability under the Scope of Work of this contract.

**4.2** The CONTRACTOR is not authorized to drive equipment on to private property without proper written authority from the property owner.

**4.3** It is recommended that, for the CONTRACTOR'S protection, if any damage exists before work begins (including sidewalk, driveway cracks) that the Director of Public Works or appointed representative be notified of such, prior to work beginning. Visual records (pictures) shall be taken by the contractor of any preexisting damage before work begins.

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

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

**5.2** Should the CONTRACTOR fail to complete the work within the time specified in the Contract or within such extended time as may have been allowed, the CONTRACTOR shall be liable to the Village in the amount of One hundred dollars (\$100.00), 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.

**5.3** 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 Village. 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.

Initial: MJ

## PART II TECHNICAL SPECIFICATIONS

### **1. GENERAL**

**1.1** Bidding requirements, general and special conditions and other special requirements are hereby made part of the general specifications. Standard specifications of technical or professional societies and federal, state or local agencies referred to shall include all amendments as of the date of advertisement for bids.

**1.2** These specifications include standards necessary for and incidental to the execution and completion of planting, including hauling and spreading of topsoil, and finished grading.

#### **1.3 Applicable specifications and standards:**

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

### **2. QUALITY OF TREE MATERIALS**

**2.1** Unless otherwise specified, trees must originate from an Illinois Department of Agriculture Certified Nursery and shall be first class nursery grown representatives of their normal species and varieties. Plants shall be nursery grown in accordance with good horticultural practices under climatic conditions similar to those in the locality of the Village of Bensenville for the last two years. They shall have been freshly dug during the most current harvest season. They shall have average or normal well developed branches, together with vigorous root systems. Trees shall be free from insects, eggs, larvae, diseases, sun scald, knots, stubs, or other objectionable disfigurements. Thin, weak trees will not be accepted. Trees must show appearance of normal health and vigor in strict accordance with these specifications.

**2.2** Trees shall be free of branches (undertrimmed) no higher from the ground line than 1/2 the total height of the tree; shall have single leaders, be well branched, and with reasonable straight stems. This requirement shall cover general species, but some varieties, which have other characteristics of growth, will be accepted. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, bark abrasions, sunscald, disfiguring knots, insect damage or cuts larger than  $\frac{3}{4}$  inch in diameter that are not completely closed will be rejected.

Initial: MF

**2.3** Trees shall be true to their name as specified.

**2.4** Topsoil (if needed) furnished shall be free of roots, stones over one (1) inch in diameter, herbicides, subsoils, contaminants and construction debris. Topsoil shall not be frozen or muddy. All surplus topsoil shall be removed by the contractor.

**3. SIZE** – Tree plantings shall be a minimum of 2 ½" in diameter. Request for pricing shall include 2 ½" and 3" diameter.

**4. MEASUREMENT FOR SIZE**

Trees up to four inches in diameter shall be measured six inches above the natural ground line.

**5. QUANTITY** - As listed. The Village reserves the right to increase or decrease the number of any species of trees depending upon need.

**6. BALLED AND BURLAPPED TREES**

Trees shall be balled and burlapped, and dug with a sufficient quantity of earth taken equally on all sides and bottoms of the trees to include the necessary roots to ensure growth as specified in the most recent edition of the *American Standard for Nursery Stock*. The thickness of depth of the balls shall be prepared in a workmanlike manner and firmly bound. All material purchased shall be tagged and clearly labeled by the nursery with the common name as shown on the bid list.

**7. INSPECTION OF TREE MATERIAL**

**7.1** Inspection of tree material will be made by the Public Works Supervisor, or his designee, prior to planting in its final destination. A written request for the inspection of the plant material must be made ten (10) working days in advance prior to digging. The request shall state the place of growth and quantity of plants to be inspected. The Village reserves the right to refuse the inspection if in its judgment the quantity of trees to be harvested is an insufficient amount.

**7.2** Approval of tree material on examination shall not be construed as an acceptance of it. **Final acceptance will not be made until the planted tree is in a healthy, growing condition twelve (12) months after planting.**

**7.3** All tree material shall comply with State and Federal laws with respect to inspection for tree diseases and insect infestation. An inspection certificate, required by law to this effect, shall accompany the shipment and on arrival the certificate shall be filed with the Director of Public Works.

Initial: MA

7.4 All plants shall be selected and tagged by the contractor at their place of growth.

### **8. DIGGING OF TREES**

Trees shall not be dug until the contractor is ready to transport them from their original locations to the site of work or approved storage. The maximum time lapse between digging and properly loaded for delivery to the site of work shall be four days for balled and burlapped trees. They shall be dug with care, avoiding injury to the trees or loss or damage of the roots, including all of the fibrous roots. Immediately after digging, roots shall be protected against drying and freezing.

### **9. TRANSPORTATION**

During transportation, the contractor shall exercise care to prevent injury and drying out of the trees. Upon arrival to the site of work, trees will be inspected for proper shipping procedures. Should the roots be dried, primary branches broken, balls of earth broken or loosened, or areas of bark torn, the Public Works Supervisor, or his designee, may reject the injured tree. When a tree has been rejected, the contractor shall at once remove it from the area of work and replace it without any additional expense to the Village of Bensenville. All trees shall be delivered with no tree wrap.

### **10. SAFETY**

While working within the Village of Bensenville rights-of-way, the contractor shall conform to IDOT *Standard Specifications for Road and Bridge Construction* for work zone safety.

### **11. USE OF EXISTING TREE MATERIAL**

Existing tree material shall be used for backfill except in cases where the soil is deemed unsuitable due to hard clay or rock content.

### **12. EXCAVATION**

Holes for trees shall be dug at the location indicated by a stake set by the Public Works Forestry Division. The minimum diameter and depth of the hole will depend upon the size of the root ball; therefore each planting excavation should be sized in accordance with recognized horticultural practices.

### **13. TREE PLANTING PROCEDURES**

**13.1** Tree plantings shall be performed by experienced personnel, well versed in accepted horticultural practices, and under the supervision of a qualified tree planting foreman

Initial: MM

**13.2** Trees shall be placed in a position exactly vertical and at the depth where the root flare is at or slightly above the finished grade. Excess soil from the root ball must be removed following installation. Any additional backfill soil shall, at the time of planting, be in a loose, friable condition. At no time shall the topsoil used on the job be stockpiled on turf. Plants shall be set so that they will be the same depth one (1) year later. The trunk of the tree is not to be used as a lever in positioning or moving the tree in the planting hole.

**13.3** After a tree is placed in the hole, tie cords and burlap shall be cut away.

**13.4** Thorough watering shall follow the backfilling operation. The watering shall completely saturate the backfill. After the backfill settles, as a result of watering, additional backfill shall be placed to match the level of the finished grade. Excess backfill material shall be removed by the contractor.

**13.5** A hardwood chip mulch cover shall be provided for each tree. A three inch deep circular water saucer of soil shall be constructed around each tree and shall be filled with shredded hard bark mulch or other approved material authorized by the Public Works Supervisor

**13.6** Any excess soils, debris or trimmings shall be removed from the planting site immediately upon completion of each planting operation.

#### **14. INSTALLATION TIMEFRAME**

All trees for the spring planting shall be installed by May 31<sup>st</sup>, 2012 unless other notified. If a fall planting occurs all trees shall be installed by November 30<sup>th</sup>, 2012.

#### **15. LOCATION OF TREE PLANTING**

Trees will be planted on Village parkways and public property at various locations within the Village.

#### **16. BRACING**

**16.1** Trees larger than four feet in height and smaller than eight feet in height shall require one support post, so placed that a biodegradable rope between it and the tree will be parallel to the roadway.

**16.2** Trees larger than eight feet in height will require two support posts, so placed that a biodegradable rope between them will be parallel to the roadway.

Initial: M

## **17. TREE PLANTING CARE INSTRUCTIONS**

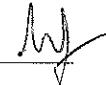
Contractor shall provide maintenance instructions to the Village of Bensenville on how to care for the newly planted trees.

## **18. TREE WARRANTY**

**Newly planted trees shall be guaranteed for one year beginning the date of project acceptance.** The successful bidder shall inspect all trees before the end of the warranty period and replace any dead trees. Prior to expiration of the warranty period, the contractor shall arrange a mutually agreeable date and time to inspect the trees with the Public Works Supervisor or his designee. A tree deemed unacceptable by the Public Works Supervisor or his designee shall be replaced by the contractor at no cost to the Village of Bensenville. Trees replaced as a result of meeting warranty requirements shall be warrantied for one full year from date replacement is completed.

## **19. PRICING**

All pricing for good and services included in this bid shall be good through December 31<sup>st</sup>, 2012.

Initial: 

**BIDDER INFORMATION SHEET**

NAME: (PRINT) MIGUEL ALVAREZ

SIGNATURE: M. Alvarez

COMPANY NAME: (PRINT)

Alvarez Landscape Group Inc.

ADDRESS: P.O. Box 1248

ELGIN IL 60121

TELEPHONE: 847-289-4900

FACSIMILE: 847-289-4901

EMAIL: info@alvarezlandscapes.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:**  
**Tree Planting- Bid**

The bids must be received by **10:30am on March 12<sup>th</sup>, 2012**. They will be publicly opened and read on **March 12<sup>th</sup>, 2012** at **10:30am** 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: M

## BID SHEETS

The undersigned, having become familiar with the specifications and with local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the Village in the form included in the contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the 2012 Tree Planting Program.

In accordance with the complete specifications, the following amount constitutes as a total sum of the bid: All proposals shall be based on delivery, planting, and staking of trees with a minimum diameter as shown below.

Quantity	Tree Name	2.5" Unit Cost	2.5" Total Cost	3.0" Unit Cost	3.0" Total Cost
13	State Street Miyabe Maple <i>Acer miyabei Morton</i>	188	2444	202	2704
13	Chicagoland Hackberry <i>Celtis occidentalis Chicagoland</i>	182	2366	198	2574
5	Magyar Gingo <i>Ginkgo biloba Magyar</i>	248	1240	293	1465
13	London Plane Tree <i>Platanus x acerifolia Exclamation</i>	188	2444	203	2639
13	Siouxland Poplar <i>Populus deltoids Siouxland</i>	281	3653	314	4082
13	Swamp White Oak <i>Querus bicolor</i>	191	2483	211	2743
13	American Sentry Linden <i>Tilia americana American Sentry</i>	167	2171	189	2457
13	Commendation Elm <i>Ulmus carpinifolia Commendation</i>	174	2262	181	2353
13	Village Green Japanese Zelkova <i>Zelkova serrata Village Green</i>	198	2574	224	2912
13	Marmo Maple <i>Acer x freemanii Marmo</i>	188	2444	204	2652
13	Chicago Blues Black Locust <i>Robinia pseudoacacia Chicago Blues</i>	204	2652	238	3094
135	<b>TOTAL COST</b>	XXXXXX	26733	XXXXXX	29665

\*Final Quantities Subject to Change

Initial: Ma

## **TOTAL COST CERTIFICATION**

The undersigned hereby affirms and states that the prices stated herein constitute the total cost to the Village for all work involved in the respective items, and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expenses, all profits and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively.

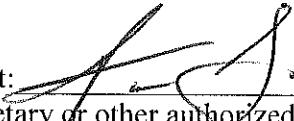
1) TOTAL COST PER SPECIFICATION (2.5" DIA): \$ 26733

2) TOTAL COST PER SPECIFICATION (3.0" DIA): \$ 29,668

Signed:

  
Authorized Signature

Where bidder is a corporation, add:

Attest:   
(Secretary or other authorized officer)

Date: 3-12-2012



Initial: M

### REFERENCE SUBMITTAL

All bidders are required to furnish **three (3)** references from previous clients whom they have performed similar work for. (At least two of the references **MUST** be municipalities)

Municipality or Firm: \_\_\_\_\_

Name/Position of Contact: \_\_\_\_\_ *Form attached*

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

\*\*\*\*\*

Municipality or Firm: \_\_\_\_\_

Name/Position of Contact: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

\*\*\*\*\*

Municipality or Firm: \_\_\_\_\_

Name/Position of Contact: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email: \_\_\_\_\_

\*\*\*\*\*

## **GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

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**- 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 #Il89-11, Rev.Stat.Section 39 S-2 (Modification #3).
- 2) **Removal or Suspension of Bidders** - The Village of Bensenville may remove or suspend any bidder from the bidder's list for a specified period not to exceed two (2) years. The Vendor will be given notice of such removal or suspension if:
  - a) Services performed do not comply with specifications of contract with the vendor;
  - b) Work is not done within the contract's specified in the contract;
  - c) An offer is not kept firm for the length of time specified in the contract;
  - d) Contractor fails to provide performance bond when required by invitation to bid;
  - e) Contractor is found guilty of collusion;
  - f) Bankruptcy or other evidence of insolvency is found;
  - g) An employee currently serves as a Board member or employee of Bensenville and is financially involved in proposed work.
- 3) **Compliance to Law** -
  - a) The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of federal, state, county, and village governments and/or

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

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

#### CONDITIONS FOR BIDDING

- 1) Bid Definitions -
  - a) Bidding documents include the advertisement of invitation to bid, terms and conditions, scope of work / specifications, the bid price form and the proposed contract documents including addenda issued prior to receipt of bids.
  - b) Addenda are written or graphic instruments issued prior to the execution of the contract that modify or interpret the bidding documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addenda will become part of the contract documents when the contract is executed.
- 2) Bid Price Form - Shall be submitted on the Bid Price Form provided, completed properly and signed in ink. Bid form shall be submitted in a sealed envelope plainly marked "Tree Planting - 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 Deputy Village Clerk. After the bids are received, no allowance will be made for oversight by the bidder.
- 6) Mistake in Bid and Bid Changes - No bid may be modified after submittal. However, if an error is made in extending a total price, the unit price will govern. The bidder must initial erasures on the bid form.

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- 7) Bid Binding - Unless otherwise specified, all bids shall be binding for Ninety (90) days following the bid opening date.
- 8) Changes in Contract Documents - Changes or corrections may be made by the Village in contract documents after they have been issued by the Village to all bidders of record. Such addendum or addenda shall take precedence over that portion of the documents concerned, and shall become part of the contract documents. Except in unusual cases, addenda will be issued to each of the bidders at least four (4) days prior to date established for receipt of bids.
- 9) Response to Invitations - Contractors who are unable to bid or do not desire will provide a letter of explanation and return the bid form. Contractors who fail to respond on two (2) successive bids will be removed from the qualified bidder's list.
- 10) Bid Attachments - Bidders shall attach to the bid form any descriptive material necessary to fully describe the merchandise he/she proposes to furnish.
- 11) Bidder's Competence - The Village may require proof of facilities or equipment, insurance coverage and financial resources to perform the work. If required, the bidder shall submit to the Village a properly executed Contractors'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

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

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- (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.

**(3) All Coverages**

Initial: NA

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

**E) Acceptability of Insurers**

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

**F) Verification of Coverage**

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

**G) Subcontractors**

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

**H) Assumption of Liability**

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

**I) Indemnity/Hold Harmless Provision**

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

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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.
- 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:

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

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

- 9) Alternate Materials and Equipment - Where specifications read "or approved equal", contractor shall direct a written description to the Public Works Director for approval, as set forth herein below. Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that specification or equal, or item that will perform a comparable function and be equal thereto to fill the needs of the Village, unless "No Substitutes" is specified. When offering alternatives, they must be identified by brand name and catalog number; in addition, the manufacturer's literature shall be included with the bid. However, bidders will be required to furnish samples upon request and without charge to the Village.
- 10) Bidder's Access to Procurement Information - All procurement information concerning this bid shall be a public record to the extent provided in the Illinois Freedom of Information Act and Public Act #85-1295 and shall be available to all bidders as provided by such acts.
- 11) Acceptance - Contracted work will be considered accepted when final payment is made.
- 12) Payment -
  - a) For services of merchandise ordered by purchase order, payment will be made to a vendor provided and service or merchandise has been properly tendered to and accepted by the Village. Payment by check to a vendor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month.
  - b) For construction, partial payouts will be made each month as the work progresses, provided the work has been properly completed and accepted by the Village. Payment by check to a contractor is mailed the week approval of payouts is made by the Board. Payout requests are considered at the regular Village Board meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month.

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13) Reorders - Reorders for the same item(s) shall be furnished at the base contract price or shall be furnished pursuant to a schedule of prices attached hereto by the contractor. Reordering shall be within the sole discretion of the Village.

14) Guarantees and Warranties -

- a) All material, workmanship, services, and purchased commodities will be guaranteed from defects for a period of at least one (1) year, or for the period of time specified in the bid documents, based on the date of completion. Upon notice of defect, bidder shall make necessary repairs, without delay, at no extra charge to the Village. Said time period shall be based on date of completion. Upon written notice of defect, contractor shall make all necessary repairs, without delay, at no extra charge to the Village.
- b) All warranties for materials or equipment must be received with title before payment for same is recommended.

15) Changes/Additional Services/Deletions - Any requests for changes or modifications to this contract must be submitted in writing and approved by the Village Manager, or his/her designee, prior to such changes or modifications being made. Any additional service desired from the contractor under this contract will be requested in writing and the additional charges for these services will be in accordance with the rate submitted on the proposal page and will be agreed to with the contractor prior to additional work commencing. In the event that charges for additional services cannot be agreed upon, bids will be requested. The Village reserves the right to negotiate additional services based upon the contractor's price and performance, within all legal constraints.

16) Change Order Authorization - Pursuant to Public Act 85-1295 (Ill.Rev.Stat.ch.38, paragraph 33E-1 et seq.), no change order may be made in this contract which would authorize or necessitate an increase or decrease in either the cost of the contract by \$10,000.00 or more, or the time of completion by 30 days or more unless one of the following certifications is made by either the Village Board or its designee that:

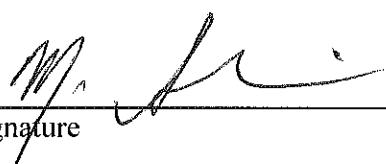
- a) Circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed; or
- b) The circumstances said to necessitate the Change were not within the contemplation of the contract as signed; or
- c) The change is in the best interest of the Village;

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

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**VENDOR:**

Signature



Title

2-12-2012

Date

**Village of Bensenville:**

Signature

Title

Date

Initial: LLS

# ALANIZ LANDSCAPE GROUP

**I N C O R P O R A T E D**  
**LANDSCAPE** ▲ **BRICK PAVING** ▲ **RETANING WALLS**  
P.O. BOX 1248 — ELGIN, IL 60121 ☎ PH.847-289-4900 ☎ FAX.847-289-4901

**W W W . A L A N I Z L A N D S C A P E S . C O M**

## STATEMENT OF COMPETENCY

To:

VILLAGE OF BENSENVILLE  
12 S. CENTER ST.  
BENSENVILLE, IL 60106

Alaniz Landscape Group, INC. has been providing general landscape services for more than a decade. We have grown with our customers and expanded our services to specialize in the brick paving and retaining walls highest quality installations.

Our in-house team of professionals include: Landscape Designers, Experienced Crew Leaders & Skilled Laborers with an average tenure of 5-7 years. All of our skilled laborers are fully capable of performing all the tasks required in the lawn maintenance.

We have proved to be a competitive company by delivering our quality work in a professional manner and exercising the highest standards in all our horticultural practices.

We are proud to say that we have served the following entities:

PROJECT: TREE PLANTING  
OWNER: CITY OF JOLIET IL  
LOCATION: Various throughout the City  
CONTACT: Mr. Jim Tieber 815-794-8216

PROJECT: TREE PLANTING  
OWNER: Village Of BARTLETT IL  
LOCATION: Various throughout the City  
CONTACT: Mr. MIKE K. 630-837-0800

PROJECT: TREE PLANTING  
OWNER: CITY OF WEST CHICAGO IL  
LOCATION: Various throughout the city  
CONTACT: Mr. Mark 630-885-3550

PROJECT: TREE PLANTING  
OWNER: VILLAGE OF ELKGROVE IL  
LOCATION: Various throughout the city  
CONTACT: Mr. Randy 847-734-8053



**Edward J. Zabrocki**  
Mayor, Village of Tinley Park  
Executive Board Vice Chairman

**Karen Darch**  
President, Village of Barrington  
Executive Board Vice Chair

**Thomas Weisner**  
Mayor, City of Aurora  
Executive Board Secretary

**Rahm Emanuel**  
Mayor, City of Chicago  
Founding Member City

February 28, 2012

Village of Bensenville  
Mr. Ken Rubach  
12 South Center Street  
Bensenville, IL 60106-2130

Re: Emerald Ash Borer Grant Program

Dear Mr. Rubach:

Congratulations! The Village of Bensenville has been selected to receive an EAB Grant for Urban Restoration in the amount of \$10,000. The source of funding for this award is the 2008 Farm Bill Pest and Disease Revolving Loan Fund. By acceptance of this award, the grantee agrees to follow the work plan and budget submitted to the Metropolitan Mayors Caucus in January 2012. Furthermore, the Village of Bensenville attests that it complies with assurances listed in the grant application packet; the applicable Federal requirements for grants and cooperative agreements; and the prudent management of all expenditures and actions affecting the award, included in this packet.

Please carefully review this packet to ensure that you can comply with above requirements and sign the Award Approval/Obligation/Acceptance Form and mail to the Metropolitan Mayors Caucus. In addition, please provide the enclosed FFATA Worksheet (Federal Funding Accountability and Transparency Act) in your submittal. Please note that additional information may be requested for FFATA compliance.

We look forward to working with you and wish you success with your project. If you have questions, please contact Eve Pytel at 312-201-4506.

Sincerely,

A handwritten signature in black ink that reads "David E. Bennett".

David E. Bennett  
Executive Director

**TYPE:** Resolution    **SUBMITTED BY:** Village President    **DATE:** 03/27/12

**DESCRIPTION:** Reappointments to the Community Development Commission:

1. Resolution Granting the Advice and Consent to the President's Appointment of Joe Pisano;
2. Resolution Granting the Advice and Consent to the President's Appointment of Tom Ventura;
3. Resolution Granting the Advice and Consent to the President's Appointment of Ron Rowe

**SUPPORTS THE FOLLOWING APPLICABLE VILLAGE GOALS:**

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

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**COMMITTEE ACTION:** N/A

**DATE:** N/A

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Village President Soto recommends the following re-appointments to the Community Development Commission:

1. Joe Pisano. Previously filled an unexpired term, which is expiring. This appointment would be for a five year term from May 1, 2012 to April 30, 2017.
2. Tom Ventura. Previously filled an unexpired term, which is expiring. This appointment would be for a five year term from May 1, 2012 to April 30, 2017.
3. Ron Rowe. Previously filled an unexpired term, which is expiring. This appointment would be for a five year term from May 1, 2012 to April 30, 2017.

By passing these three Resolutions the Board gives its advice and consent to the Village President's appointments of Joe Pisano, Tom Ventura, and Ron Rowe.

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

**A RESOLUTION GRANTING THE ADVICE AND CONSENT TO  
THE PRESIDENT'S APPOINTMENT OF JOE PISANO TO THE  
COMMUNITY DEVELOPMENT COMMISSION**

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

**WHEREAS**, Joe Pisano was previously appointed a Member of the Community Development Commission, to fill an unexpired term; and

**WHEREAS**, The unexpired term has now expired; and

**WHEREAS**, the President and the Village Board find that Joe Pisano is qualified to continue to hold the position on the Community Development Commission; and

**WHEREAS**, the President has recommended the appointment of Joe Pisano to be reappointed to a full five year term beginning on May 1, 2012 and expire on April 30, 2017.

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

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

**SECTION 2.** The Village Board gives its advice and consent to the Village President's appointment and Joe Pisano is hereby reappointed as a Commissioner of the Community Development Commission to fill a term beginning on May 1, 2012 through April 30, 2017.

**SECTION 3.** The Village Clerk shall update the list of Community Development Community Commissioners to accommodate the addition of the above-referenced appointed Member and maintain said list in the Office of the Clerk.

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, Illinois, this 10th day of April, 2012.

APPROVED:

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Frank Soto, Village President

ATTEST:

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Susan Janowiak, Deputy Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

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

**A RESOLUTION GRANTING THE ADVICE AND CONSENT TO  
THE PRESIDENT'S APPOINTMENT OF TOM VENTURA TO THE  
COMMUNITY DEVELOPMENT COMMISSION**

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

**WHEREAS**, Tom Ventura was previously appointed a Member of the Community Development Commission, to fill an unexpired term; and

**WHEREAS**, Tom Ventura's term has now expired; and

**WHEREAS**, the President and the Village Board find that Tom Ventura is qualified to continue to hold the position on the Community Development Commission; and

**WHEREAS**, the President has recommended the appointment of Tom Ventura to be reappointed to a full five year term beginning on May 1, 2012 and expire on April 30, 2017.

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

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

**SECTION 2.** The Village Board gives its advice and consent to the Village President's appointment and Tom Ventura is hereby reappointed as a Commissioner of the Community Development Commission to fill a term beginning on May 1, 2012 through April 30, 2017.

**SECTION 3.** The Village Clerk shall update the list of Community Development Community Commissioners to accommodate the addition of the above-referenced appointed Member and maintain said list in the Office of the Clerk.

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, Illinois, this 10th day of April, 2012.

APPROVED:

---

Frank Soto, Village President

ATTEST:

---

Susan Janowiak, Deputy Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

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

**A RESOLUTION GRANTING THE ADVICE AND CONSENT TO  
THE PRESIDENT'S APPOINTMENT OF RON ROWE TO THE  
COMMUNITY DEVELOPMENT COMMISSION**

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

**WHEREAS**, Ron Rowe was previously appointed a Member of the Community Development Commission, to fill an unexpired term; and

**WHEREAS**, Ron Rowe's term has now expired; and

**WHEREAS**, the President and the Village Board find that Ron Rowe is qualified to continue to hold the position on the Community Development Commission; and

**WHEREAS**, the President has recommended the appointment of Ron Rowe to be reappointed to a full five year term beginning on May 1, 2012 and expire on April 30, 2017.

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

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

**SECTION 2.** The Village Board gives its advice and consent to the Village President's appointment and Ron Rowe is hereby reappointed as a Commissioner of the Community Development Commission to fill a term beginning on May 1, 2012 through April 30, 2017.

**SECTION 3.** The Village Clerk shall update the list of Community Development Community Commissioners to accommodate the addition of the above-referenced appointed Member and maintain said list in the Office of the Clerk.

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

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, Illinois, this 10th day of April, 2012.

APPROVED:

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Frank Soto, Village President

ATTEST:

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Susan Janowiak, Deputy Village Clerk

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_