



12 South Center Street  
Bensenville, IL 60106

Office: 630.350.3404  
Fax: 630.350.3438  
[www.bensenville.il.us](http://www.bensenville.il.us)

**VILLAGE BOARD**

September 2, 2020

**President**  
Frank DeSimone

**Board of Trustees**  
Rosa Carmona  
Ann Franz  
Marie T. Frey  
McLane Lomax  
Nicholas Panicola Jr.  
Armando Perez

**Village Clerk**  
Nancy Quinn

**Village Manager**  
Evan K. Summers

Ms. Paul De Michele  
17W275 Rodeck Lane  
Bensenville, Illinois 60106

Re: August 25, 2020 FOIA Request

Dear Mr. De Michele:

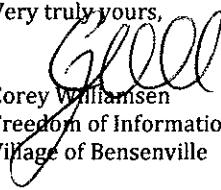
I am pleased to help you with your August 25, 2020 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on August 26, 2020. You requested copies of the items indicated below:

*"1) a copy of the Ordinance VIII C1 and any supporting documents. 2) A copy of the agreement with Civiltech and the request for proposal on Item VIII E2. These items listed on the August 25, 2020 agenda."*

Your FOIA request is hereby granted in full with no redactions.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,

  
Corey Williamson  
Freedom of Information Officer  
Village of Bensenville

4. *Resolution Granting the Advise and Consent to the Village President's Re-Appointment of Ray King to the Community Development Commission*
5. *Resolution Granting the Advise and Consent to the Village President's Re-Appointment of Robert Madura to the Bensenville Fire Protection District #2 Board*

B. Community and Economic Development

1. *Ordinance Denying Variations for Maximum Impervious Lot Coverage, Maximum Driveway Width, and Paved Parking Area Standards at 615 W. Green Street*
2. *Ordinance Approving a Variation to Allow a Fence in the Front Yard at 620 W. Grove Avenue*
3. *Resolution Approving a Letter of Intent of the Sale of Property at 840 East Green Street*
4. *Presentation of the proposed Mixed - Use redevelopment of 101 West Main Street and adjacent properties*

C. Finance

→ 1. *Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Chapter Seven of Title Eight of the Bensenville Village Code Regarding Collection of and Liability for Water and Sewer Charges*

D. Police Department

1. *Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Approving the Fourth Amendment to an Agreement with Red Speed Illinois, LLC for Traffic Law Enforcement System*
2. *Resolution to Extend the Intergovernmental Agreement with the Village of Addison for Police Dispatch Services until April 30, 2023*

E. Public Works

1. *Resolution Authorizing a Notice of Intent to Award and Eventual Award of a Construction Contract for the White Pines Watermain Rehabilitation Project to John Neri Construction Company, Inc in the amount of \$5,785,985.25 Contingent on the Approval of a loan through Illinois Environmental Protection Agency (IEPA) Public Water Supply Loan Program (PWSLP)*

→ 1. *Resolution Authorizing Execution of an Engineering Service Agreement with Civiltech Engineering, Inc for the White Pines Watermain Rehabilitation Project to in the not-to-exceed amount of \$672,687.00 Contingent on the Approval of a Loan through the Illinois Environmental Protection Agency (IEPA) Public Water Supply Loan Program (PWSLP)*

F. Recreation

1. *Resolution Authorizing the Execution of a Facility Rental Use Agreement between the Village of Bensenville and the Hinsdale Swim Club*

IX. **REPORTS OF VILLAGE OFFICERS:**

A. PRESIDENTS REMARKS:

B. VILLAGE MANAGER'S REPORT:

**VILLAGE OF BENSENVILLE  
12 S. CENTER STREET  
BENSENVILLE, ILLINOIS 60106**

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**Ordinance No. 41-2020**

**An Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois  
Amending Chapter Seven of Title Eight of the Bensenville Village Code Regarding  
Collection of and Liability for Water and Sewer Charges**

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**ADOPTED BY THE  
VILLAGE BOARD OF TRUSTEES  
OF THE  
VILLAGE OF BENSENVILLE  
THIS 25th DAY OF AUGUST 2020**

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Published in pamphlet form by authority of the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois this 26th day of August, 2020

STATE OF ILLINOIS )  
COUNTIES OF COOK )  
SS AND DUPAGE )

I, Corey Williamsen, do hereby certify that I am the duly appointed Deputy Village Clerk of the Village of Bensenville, DuPage and Cook Counties, Illinois, and as such officer, I am the keeper of the records and files of said Village; I do further certify that the foregoing constitutes a full, true and correct copy of Ordinance No. 41-2020 entitled an Ordinance of the Village of Bensenville, DuPage and Cook Counties, Illinois Amending Chapter Seven of Title Eight of the Bensenville Village Code Regarding Collection of and Liability for Water and Sewer Charges.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal on this  
26th day of August, 2020.



Corey Williamsen  
Deputy Village Clerk

**AN ORDINANCE OF THE VILLAGE OF BENSENVILLE, DUPAGE AND COOK COUNTIES, ILLINOIS AMENDING CHAPTER SEVEN OF TITLE EIGHT OF THE BENSENVILLE VILLAGE CODE REGARDING COLLECTION OF AND LIABILITY FOR WATER AND SEWER CHARGES**

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

**WHEREAS**, the President and Board of Trustees of the Village of Bensenville (the "Corporate Authorities") designate water and sewer regulations of the Village and are charged with the responsibility of periodically adjusting these regulations to address the changing needs of the Village and its residents; and

**WHEREAS**, the Corporate Authorities are authorized to enact and enforce rules and regulations to recover monies for unpaid water and sewer bills; and

**WHEREAS**, the Corporate Authorities find that it is in the best interest of the health, safety, and welfare of the residents of the Village to provide for the regulations herein specified.

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

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** The Corporate Authorities find and determine that it is necessary and desirable to amend the Bensenville Village Code for the purpose set forth herein and that the adoption of this Ordinance is in the best interests of the Village.

**Section 3.** Section 8-7-7 ("Rates") of Chapter 7 ("Water and Sewer Service Regulations") of Title 8 ("Public Ways and Property") of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

**8-7-7: RATES:**

...

F. ~~Billing Procedure: All bills for the use and for the service supplied by the waterworks system, are due and payable twenty (20) days after the billing date. A penalty of ten percent (10%) shall be added to all bills where payment is not received within the twenty (20) day payment period. If a bill is partially paid within the twenty (20) day payment period, the ten percent (10%) penalty shall be added to the unpaid portion thereof. If the account remains delinquent for an additional thirty (30) days, including the final notice period, the use of and the services supplied by the waterworks system shall not be reinstated until all unpaid charges have been paid in full, either in U.S. currency or by a certified negotiable instrument.~~

**Section 4.** Section 8-7-8 ("Nonpayment of Bills, Water Shutoff") of Chapter 7 ("Water and Sewer Service Regulations") of Title 8 ("Public Ways and Property") of the Bensenville Village Code is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

**8-7-8: BILLING PROCEDURE, NONPAYMENT OF BILLS, WATER SHUTOFF:**

The rates or charges for water and sewer services shall be due and payable as indicated on the bill for services payable monthly. The owner of the premises, the occupant thereof, the user of the water and/or sewer service, and the person or other entity in possession of the water meter installed on the premises shall be jointly and severally liable to pay for the service on such premises, and service is furnished to the premises by the Village only upon the condition that the owner of the premises, the occupant thereof, the user of the service, and the person or other entity in possession of the water meter installed on the premises are jointly and severally liable therefor to the Village and further upon the condition that such liability to pay for said service shall and does run with the

~~land and is binding upon all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the premises. The owner of any premises to which water and/or sewer service is furnished is liable to pay for such service and such service is to be furnished by the Village, regardless of any separate private agreements that the owner may maintain with a third-party for liability. The owner of the premises is at all times required to notify the Village of the billing address and such other information required by the Village regardless of any sale or transfer of the premises, or change in occupancy or user of water and/or sewer service at the premises.~~

~~All bills for services shall be rendered as of the first day of the month succeeding the period for which the service is billed, and shall be payable not later than by the close of business on the twentieth day after the rendition of the bill or by the due date as provided in the bill, whichever occurs last. If payment of the full amount of the bill is not made within such period, then a penalty of ten percent (10%) of the outstanding amount of the bill shall be added thereto. In the event the charge for service is not paid within fifty forty five (5045) days after the rendition of the bill, such charge shall be deemed and is hereby declared delinquent, and thereafter such delinquency shall constitute a lien upon the real estate for which such service is supplied, and the Village Clerk is hereby authorized and directed to file sworn statements showing such delinquency in the Office of the Recorder of Deeds of DuPage and or Cook Counties, Illinois in accordance with 65 Illinois Compiled Statutes 5/11-139-8, and the filing of such statements in such offices shall be deemed notice of the lien for the payment of such charges for such services. The Village Attorney is authorized to institute foreclosure proceedings in the name of the Village against any property against which a lien has been recorded in a like manner and with like effect as set forth under 65 Illinois Compiled Statutes 5/11-139-8.~~

~~If the charge for such service is not paid within fifty forty five (5045) days after rendition of the bill, such service shall may be discontinued terminated without further notice, and shall not be reinstated until all past due bills, including the penalties thereon, are paid in full together with the payment of fifty dollars (\$50.00) if water service is turned on from seven o'clock (7:00) A.M. to three o'clock (3:00) P.M. Monday through Friday and seventy five dollars (\$75.00) if turned on during all other hours including holidays, either in U.S. currency or by a certified negotiable instrument. The Village shall give the owner of the premises, the occupant thereof and the account holder at least ten (10) days' notice of intent to shut off such service, the reason for the shutoff, the past due amount, and an opportunity to request and obtain a hearing with respect to such unpaid charges before the Finance Director, or such designee. The Village shall notify the owner of the premises and the account holder of the past due billing by mailing a written notice of termination to the billing address and to the owner of record, as referenced by the taxpayer's identification number. For all buildings other than buildings with three (3) or more residential apartments, the Village shall notify the occupant of the premises by either mailing a written notice of termination to the premises or by posting a notice at the premises warning that the service will be shut off. For buildings with three (3) or more residential apartments, the Village shall notify each tenant of the premises by either mailing a written notice of termination to the premises or by posting a notice at the premises warning that the service will be shut off. If the Finance Director, or such designee, confirms the shutoff after a hearing, if requested, the owner, occupant and account holder shall be allowed a reasonable period of time, not less than five (5) days, to pay the delinquent charges prior to the shutoff of services.~~

It shall be the duty of the Finance Director to enforce the provisions of this section whenever delinquency shall occur. Therefore, ten (10) days after such notice of termination is effectuated or five (5) days after the hearing with the Finance Director, or such designee, wherein service shutoff was confirmed, service shall be terminated.

The Village may also enforce collection of delinquent water and sewer bills by filing civil proceedings in the Circuit Court. Such proceeding may be against the owner of the premises for which the water and/or sewer service was supplied or any tenant, lessee, occupant or user who contracted for such water and/or sewer service or against both of them. The defendant(s) in such proceeding shall be liable for the amount of the delinquent bill, together with all penalties provided in this chapter, reasonable attorney fees and costs.

Any change of ownership or occupancy shall not affect the application of this section. At no time shall the nonreceipt of a bill exempt the owner of the premises, the occupant thereof, the user of the water and/or sewer service to such premises and the person or other entity in possession of the water meter installed on the premises from any responsibility or liability imposed in this chapter.

Whenever the Village Manager or Finance Director determines that a given party's water or sewer account is in arrears, the Village Manager or Finance Director is hereby authorized to enter into an agreement with such party to avoid termination of service.

- A. Such agreement may create payment plans designed to allow such party to pay over time past due amounts for service received. The Village Manager and Finance Director shall be authorized to establish rules, regulations and terms for such agreement and payment plans. The Village Manager or Finance Director is authorized to waive outstanding penalties accrued on such party's account for those parties who enter into an agreement. At a minimum, such agreement must provide that all bills for future service will be paid in full on time and that the agreed amount will be paid in full. Such agreement shall provide terms for the repayment of the agreed amount in installments for a specified period, require a minimum good faith down payment of the outstanding balance and provide for a mechanism to enforce the collection of unpaid balances, including the recording of a lien on the real estate in question.
- B. In the event a party fails to abide by the terms of such agreement, the outstanding balance and all penalties shall become due and the Village Manager or Finance Director shall terminate service ten (10) days after notice of termination is effectuated.

Notwithstanding anything in this Code to the contrary, no building permits, occupancy permits, zoning certificates, business licenses, or any other village issued permit or license of any kind or type shall be issued to any applicant therefor if such applicant is indebted to the village for any overdue bill or fee, including, but not limited to, any overdue bill for water and sewer services.

**Section 5.** Section 8-7-15 ("Rules and Regulations") of Chapter 7 ("Water and Sewer Service Regulations") of Title 8 ("Public Ways and Property") of the Bensenville Village Code is

hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

**8-7-15: RULES AND REGULATIONS:**

The following rules and regulations for the government of water takers and expert persons licensed by the village are hereby adopted and established and authority is hereby conferred upon the water supervisor to make and establish such additional rules and regulations as he may deem advisable from time to time and with the consent and approval of the board of trustees:

...

T. Violation; Charges: For a violation of any of these rules and regulations and such others as the board of trustees may adopt, the village reserves the right to stop the supply of water ~~without any preliminary notice, nor will it be restored and withhold restoration of the service~~ until all back water rent, costs and damages shall be paid, together with a payment of either fifty dollars (\$50.00) or seventy five dollars (\$75.00) for the expense of turning off the water and turning it on again, and upon a satisfactory understanding with the party that no further cause for complaint shall arise, and the village hereby reserves to itself the full right, power and authority to cut off the supply of water at any time without incurring any liability or cause of action for damage of any kind; any permit granted or regulation to the contrary notwithstanding. In case of a second violation of said regulations by any person, the supervisor may cause the ferrule to be withdrawn. Should this be done, a charge of fifty dollars (\$50.00) or seventy five dollars (\$75.00) will be made for reinserting said ferrule.

...

**Section 6.** This Ordinance, and its parts, are declared to be severable and any section, paragraph, clause, provision, or portion of this Ordinance that is declared invalid shall not affect the validity of any other provision of this Ordinance, which shall remain in full force and effect.

**Section 7.** The findings and recitals herein are declared to be *prima facie* evidence of the law of the Village and shall be received in evidence as provided by the Illinois Compiled Statutes and the courts of the State of Illinois.

**Section 8.** All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 9.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

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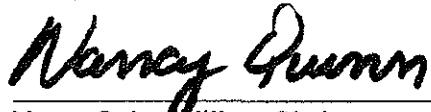
**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, this 25th day of August 2020, pursuant to a roll call vote, as follows:

APPROVED:



Frank DeSimone, Village President

ATTEST:



Nancy Quinn

Nancy Quinn, Village Clerk

AYES: Carmona, Frey, Lomax, Panicola, Perez

NAYES: None

ABSENT: Franz

Local Public Agency	 <b>Illinois Department of Transportation</b> <b>Construction Engineering Services Agreement For Federal Participation</b>	Consultant
Village of Bensenville		Civiltech Engineering, Inc.
County		Address
DuPage		Two Pierce Place, Suite 1400
Section		City
Project No.		Itasca
Job No.	<b>LOC AL AG E N C Y</b>	State
Contact Name/Phone/E-mail Address Mehul T. Patel; 630.594-1196 mpatel@bensenvill.il.us		Illinois
Zip Code	<b>CONS ULT A N T</b>	60143
Contact Name/Phone/E-mail Address James D. Ewers; 630.773.3900 jewers@civiltechinc.com		

THIS AGREEMENT is made and entered into this 26th day of August, 2020 between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LPA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor</b>	Authorized representative of the LPA in immediate charge of the engineering details of the PROJECT
<b>In Responsible Charge</b>	A full time LPA employee authorized to administer inherently governmental PROJECT activities
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

#### Project Description

Name	White Pines Watermain Rehabilitation	Route	Various	Length	1.7 mi	Structure No.	N / A
Termini	White Pines Subdivision						

Description: The work consists of watermain installation, water services installation, watermain adjustments, watermain removal, concrete patching, HMA patching & resurfacing, sidewalk removal & replacement, storm & sanitary sewer, concrete curb and gutter, landscaping, pavement markings, and all incidental and collateral work necessary to complete the project as shown on the plans.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT hereinbefore described and checked below:

- a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
- b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
- c. For soils, to obtain samples and perform testing as noted below.
- d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LPA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LPA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
- f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
- g. Inspect, document and inform the LPA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
- h. Geometric control including all construction staking and construction layouts.
- i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
- j. Measurement and computation of pay items.
- k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
- l. Preparation and submission to the LPA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the STATE.
- m. Revision of contract drawings to reflect as built conditions.
- n. Act as resident construction supervisor and coordinate with the LPA employee In Responsible Charge.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the LPA employee In Responsible Charge.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LPA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LPA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LPA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LPA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LPA.

10. The undersigned certifies neither the ENGINEER nor I have:

- a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

- c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
- g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
12. To submit all invoices to the LPA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

## II. THE LPA AGREES,

1. To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

### Cost Plus Fixed Fee Formulas

FF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or  
 FF = 14.5%[(2.3 + R)DL + IHDC]

Where:  
 DL = Direct Labor  
 IHDC = In House Direct Costs  
 OH = Consultant Firm's Actual Overhead Factor  
 R = Complexity Factor  
 FF=Fixed Fee  
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate  (Pay per element)

Lump Sum  \_\_\_\_\_

5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.
8. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

### **III. It is Mutually Agreed,**

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LPA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LPA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LPA.
5. That any differences between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LPA deems appropriate.
10. When the ENGINEER is requested to complete work outside the scope of the original AGREEMENT, a supplemental AGREEMENT will be required. Supplements will also be required for the addition or removal of subconsultants, direct costs, the use of previously unspecified staff, and other material changes to the original AGREEMENT.

## Agreement Summary

Executed by the LPA:

## Village of Bensenville

(Municipality/Township/County)

ATTEST:

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

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

(SEAL)

Executed by the ENGINEER:

Civiltech Engineering, Inc.

ATTEST:

By:

---

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

Title: Vice President

Title: President

## **Exhibit A - Construction Engineering**

Route: White Pines Watermain Rehabilitation  
Local Village of Bensenville  
(Municipality/Township/County)  
Section: \_\_\_\_\_  
Project: \_\_\_\_\_  
Job No.: \_\_\_\_\_

\*Firm's **approved rates** on file with  
Bureau of Accounting and Auditing:

Overhead Rate (OH)	132.00	%
Complexity Factor (R)	0.00	
Calendar Days		

### Cost Plus Fixed Fee Methods of Compensation:

Fixed Fee 1	<input type="checkbox"/> 14.5%[DL + R(DL) + OH(DL) + IHDC]
Fixed Fee 2	<input checked="" type="checkbox"/> 14.5%[(2.3 + R)DL + IHDC]
Specific Rate	<input type="checkbox"/>
Lump Sum	<input type="checkbox"/>

**See attached Cost Estimate of  
Consultant's Services**

**Exhibit A - Construction Engineering  
COST ESTIMATE OF CONSTRUCTION SERVICES  
PHASE III ENGINEERING SERVICES  
White Pines Watermain Rehabilitation  
Village of Bensenville**

Route: White Pines Watermain Rehabilitation  
 Local Agency: Village of Bensenville  
 Section No.:  
 Project No.:  
 Job No.:  
 County: DuPage

\*\*Includes annual increase (3%) for work in 2021

\*\*Labor x 0.145 x 2.32 = Fixed Fee  
 Complexity factor (R=0.00)

Consultant: Civiltech Engineering, Inc.

Revised: 8/19/2020

ITEM	Employee Classification	Total Number of Manhours	Percent of Total	DOLLARS (\$)				
				Payroll Rate*	Payroll Costs	Payroll, Burden & Fringe Costs, Overhead & Expenses (Labor x 1.32)	Fixed Fee** (Labor x 0.33)	TOTAL
Construction Engineering:	Res. Engr. III	2,398	46.81%	\$ 42.50	\$ 101,915	\$ 134,528	\$ 33,632	\$ 270,075
	Asst. RE (Res. Engr. V)	1,402	27.37%	\$ 49.70	\$ 69,679	\$ 91,976	\$ 22,994	\$ 184,649
	Res. Engr. V	336	6.56%	\$ 60.25	\$ 20,244	\$ 26,722	\$ 6,681	\$ 53,647
	Intern (Field Tech. I)	765	14.93%	\$ 18.00	\$ 13,770	\$ 18,176	\$ 4,544	\$ 36,490
	Chief Layout Specialist	168	3.28%	\$ 36.30	\$ 6,098	\$ 8,049	\$ 2,012	\$ 16,159
	Structural Engr. IV	0	0.00%	\$ 43.50	\$ -	\$ -	\$ -	\$ -
	Sr. Proj. Mngr.	54	1.05%	\$ 70.00	\$ 3,780	\$ 4,990	\$ 1,247	\$ 10,017
<b>SUBTOTAL</b>								<b>\$ 571,037</b>
Direct Expenses:								
1.) Vehicle Expense								\$ 29,150
2.) Material Testing								\$ 47,500
3.) Public Communications								\$ 25,000
4.) Printing Expense								\$ -
5.) Photography								\$ -
<b>TOTALS</b>		<b>5,123</b>	<b>100.00%</b>		<b>\$ 154,986</b>	<b>\$ 213,411</b>	<b>\$ 54,110</b>	<b>\$ 571,037</b>

- 1.) 530 Days @ \$55.00/Day
- 2.) Material Testing
- 3.) Public Communications
- 4.) Estimated printing expense for Record Drawings
- 5.) Estimated photography expense

## White Pines Watermain Rehabilitation Summary of Direct Costs

**Route:** White Pines Watermain Rehabilitation  
**Local Agency:** Village of Bensenville  
**Section No.:**  
**Proj. No.:**  
**Job No.:**  
**County:** DuPage  
**Contract No.:**

### **Direct Costs:**

#### **Printing Expense**

Assume 2 large sets for working drawings & 1 set for final "As-Builts"

Bond Prints: 3 sets X 91 sheets/set X \$0.86 per sheet = \$234.78

Total = \$234.78

**Say:** **\$0.00**

#### **Photography Expense**

Assume 15 sets of developed digital pictures @ \$10.00 ea. = \$150.00

**Total:** **\$0.00**

#### **Vehicle Expense**

530 vehicle days required @ \$55.00 per day = \$29,150.00

**Total:** **\$29,150.00**

**White Pines Watermain Rehabilitation  
Village of Bensenville**

## Anticipated Contractor's Schedule



**BENSENVILLE**  
THE VILLAGE OF BENSENVILLE

12 S Center St.  
Bensenville, IL 60106

Office: 630.766.8200  
Fax: 630.594.8105

[www.bensenville.il.us](http://www.bensenville.il.us)

**VILLAGE BOARD**

President  
Lisa DeGeorge

Board of Trustees  
Ross Cannone  
Ann Fray  
Mark F. Frey  
Melissa Lomax  
Nicholas Pascarella, Jr.  
Armando Perez

Village Clerk  
Nancy Brown

Village Manager  
Evan E. Sammons

## **Statement of Interest (SOI) White Pines Subdivision Watermain Rehabilitation Phase III Engineering Services**

The Village of Bensenville seeks professional construction engineering services for the White Pines Subdivision Watermain Rehabilitation Project. The Village is hopeful of securing funds through the **IEPA Public Water Supply Loan Program (PWSLP)** for the construction of this project. The qualified firm should be IDOT prequalified in Special Services - Construction Inspection, should have ability and experience in construction observation, and provide staff that has experience in overseeing watermain rehabilitation and the IDOT documentation process.

**Please submit SOI electronically to Mehul Patel ([mpatel@bensenville.il.us](mailto:mpatel@bensenville.il.us)) and Joseph Caracci ([jcaracci@bensenville.il.us](mailto:jcaracci@bensenville.il.us)) no later than 12:00 pm CST July 30, 2020. The electronic submittal should have the following subject line:**

### **Statement of Interest – White Pines Subdivision Watermain Rehabilitation Project**

All questions shall be submitted electronically to Mehul Patel on or before **12:00 pm CST on July 24, 2020**. A response to all written questions received will be posted on the Village's website, no later than **3:00 pm CST on July 27, 2020**.

#### **Project Information:**

The Village of Bensenville is proposing watermain replacement throughout the subdivision. The scope of work includes watermain installation, valve vaults, water services, pavement patching, minor drainage improvements, landscape restoration, and other miscellaneous items as necessary to complete the project.

The cost estimate for the construction is \$7,400,000. Construction Engineering scope of services includes:

- Providing contract management including but not limited to all contractor and customer communications, utility coordination, and the preparation and processing of all pay requests and change orders.
- Providing construction inspection services to ensure that the project is being built to specifications.
- Detailing the limits of watermain replacement as well as verification of water service routing/replacement
- Verification of construction layout performed by contractor.
- Preparation of daily and weekly work reports per IDOT requirements.
- Construction documentation per IDOT requirements.
- Reviewing all necessary shop drawing reviews.

- Providing construction materials testing to verify compliance with specification
- Any documentation necessary per the IEPA PWSLP requirement

The project is currently out for bid with a bid opening scheduled for July 30, 2020. The substantial completion date is estimated around Oct 29, 2021 with final completions scheduled for May 20, 2022. The final plans are available [on Village website](#). **The award of the construction and construction engineering contract is contingent upon Village securing funds through the IEPA Public Water Supply Loan Program (PWSLP).**

**SOI Submittal Requirements:**

The following information shall be included to help the Village of Bensenville select consultant(s) for the above referenced project(s).

1. Name, contact person, address, and brief history of firm.
2. Project(s) that the firm is submitting the SOI for.
3. Name and resume (limit resume to three pages) of the Resident Engineer and support staff to be assigned to this project.
4. Related experience during the last five years by the proposed Resident Engineer.
5. Project Understanding/approach and Critical Project Components
6. Information that would differentiate your firm from others

**The SOI shall be no more than two pages (double-sided) total, not including resume of the Resident Engineer and support staff.**

**The Village of Bensenville does not intend to conduct interviews as part of the SOI for this project.**

**Ranking and Selection Information**

It is the intent of the Village of Bensenville to shortlist three firms based on a review of the SOI. From the top three, the Village will then select one consulting engineering firm for this project. Once a firm is selected, the Village will request a proposal from the selected firm and enter into contract negotiations with the top-ranked firm. If an agreement cannot be reached with the top-ranked firm, the Village will start negotiations with the next highest-ranked firm. The selection of the top three firms will be listed on the Village website by August 6, 2020.

Consulting firm ranking will be based on the following criteria:

- (25%) - Technical Project Approach
- (20%) - Firm Experience/Similar Project Experience
- (40%) - Proposed Project Staff Capabilities
- (15%) - Work Load Capacity