



CITY OF WOOD DALE

PUBLIC NOTICE

IN ACCORDANCE WITH THE STATUTES OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF WOOD DALE, NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL WILL CONTINUE ITS REGULAR STANDING COMMITTEE MEETINGS AT 7:30 P.M. ON THURSDAY, FEBRUARY 9, 2023 IN THE COUNCIL CHAMBERS OF THE CITY HALL, 404 NORTH WOOD DALE ROAD, WOOD DALE, ILLINOIS, FOR THE PURPOSES SET FORTH IN THE FOLLOWING AGENDAS:

STANDING COMMITTEES OF THE CITY OF WOOD DALE, ILLINOIS FEBRUARY 9, 2023

I. PLANNING, ZONING & BUILDING COMMITTEE

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
 - i. January 26, 2023 Planning, Zoning & Building Committee Minutes
- D. Report and Recommendation
 - i. Zoning Variation for Property at 154 Edgewood
- E. Items to be Considered at Future Meetings
 - i. Marino's Relocation – April 13
 - ii. Data Center Route 83 – TBD
- F. Adjournment

II. PUBLIC WORKS COMMITTEE

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
 - i. January 26, 2023 Public Works Committee Minutes
- D. Report and Recommendation

- i. Approval of a Professional Services Agreement between the City of Wood Dale and HR Green, Inc. for Illinois Route 19 at Central Avenue Preliminary and Final Engineering in an Amount Not to Exceed \$213,770
 - ii. Approval of an Agreement between the City of Wood Dale and Resource Environmental Solutions, LLC for the Tall Oaks Detention Basin Retrofit Project in an Amount Not to Exceed \$389,643.68
 - iii. Approval of a Professional Services Agreement between the City of Wood Dale and HR Green, Inc. for Construction Engineering Services for the Tall Oaks Detention Basin Retrofit Project
 - E. Items to be Considered at Future Meetings
 - i. RJN I & I Agreement – March
 - ii. Klefstad Lift Station Repair – March
 - F. Adjournment

III. FINANCE & ADMINISTRATION COMMITTEE

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
 - i. January 26, 2023 Finance & Administration Committee Minutes
- D. Report and Recommendation
 - i. TIF Funding Request Amendment – 855 Lively
- E. Items to be Considered at Future Meetings
 - i. FY 24 Budget – February 23
 - ii. FY 22 Audit Report – March
- F. Adjournment

POSTED IN CITY HALL ON FEBRUARY 3, 2023 AT 4:00 PM

LYNN CURIALE, CITY CLERK

BY: MAURA MONTALVO, DEPUTY CITY CLERK



January 26, 2023

PLANNING, ZONING & BUILDING COMMITTEE
COMMITTEE MINUTES

Committee Date: January 26, 2023
Present: Alderman Ames, Ald. Catalano, Ald. Curiale, Ald. Jakab, Ald. Messina, Ald. Susmarski, and Ald. Woods
Absent: None
Also Present: Mayor Pulice, Director Springer, Director Lange, Director Wilson, Chief Zito, City Manager Mermuys, City Clerk Curiale, Treasurer Porch.
Meeting Convened at: 07:30

APPROVAL OF MINUTES:

Ald. Messina made a motion, seconded by Ald. Susmarski, to approve the minutes of December 22, 2022 meeting as presented. A voice vote was taken, with all members voting Aye.

REPORT & RECOMMENDATION

ZONING VARIATIONS OFR PROPERTY AT 855 LIVELY BOULEVARD

DISCUSSION:

Director Springer began with an introduction of the requested zoning variation. The proposed variation is for the property located at 855 Lively Blvd, which has been purchased by RKC Cleaners. This will be a dry cleaning/commercial laundry facility, which is currently located in Elk Grove, and will be relocating to Wood Dale. We are very excited for them and would like to remind everyone that we had helped them out with some TIF money in order to relocate. The size of the property is currently 28,325 Sq. Ft., and they are looking to build 2 additions that are being proposed to the rear of the building, which will increase the total building size to 33,453 Sq. Ft. The applicant is petitioning for 2 variants. The first variant is a reduction in the required side setback from 20' to 15', and a reduction in the number of parking spaces from 68 to 45. During the CDC meeting there were no public comments, the full committee agreed that this would be consistent with the Comprehensive Plan and the UDO, and they unanimously recommended approval.

Alderman Messina inquired are there any outside guests that come to the facility due to the decrease in parking spaces? Director Springer stated that the only visitors to the facility would be at the beginning they are strictly a commercial cleaning company. Alderman Jakab asked that during the presentation didn't she already state that the parking was 15



feet? Yes, it is already 15 feet, but every time you request a variant you must request the change. The previous owner did apply for one. Alderman Catalano asked if this has been looked at in reference to emergency vehicle responses? Yes, the plans have been approved by the Fire Department.

VOTE:

Ald. Susmarski made a motion, seconded by Ald Catalano to Review and approval of amendment to Recommend Zoning Variation for 855 Lively Boulevard. A roll call vote was taken, with the following results:

Ayes: Alderman Ames, Ald. Catalano, Ald. Curiale, Ald. Jakab, Ald. Messina, Ald. Susmarski, Ald. Woods
Nays: None
Abstained: None
Motion: Carried

ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:

- Data Center Route 83 - TBD
- Marino's Relocation - TBD
- Building Code Amendments - TBD

ADJOURNMENT:

Ald. Woods made a motion, seconded by Ald. Susmarski, to adjourn the meeting at 7:39pm p.m. Upon a voice vote, the motion carried unanimously.

Minutes taken by Julie Szabo



REQUEST FOR COMMITTEE ACTION

Referred to Committee: February 9, 2023
Subject: 154 Edgewood Zoning Variation
Staff Contact: Staci Springer, Community Development Director
Department: Community Development Department

TITLE: Zoning Variation for property at 154 Edgewood

RECOMMENDATION:

Staff concurs with the Community Development Commission's unanimous recommendation (6 to 0) to approve the requested zoning variations.

BACKGROUND:

At the January 16, 2023 Community Development Commission (CDC) meeting, a public hearing was conducted for the requested zoning variations. Testimony was provided and the CDC recommended approval of the request.

ANALYSIS:

The subject property is located at 154 Edgewood Ave, near the intersection of Edgewood Ave and Potter St. The property, approximately 0.17 acres in size, is zoned R-4 Medium Density Single-Family District and is improved with a recently constructed two-story brick & composite siding single-family residence with an attached front-load garage.

The permit for construction of this single-family residence was issued in September of 2021 at which time construction began. The permit conditional approval letter indicated that the applicant shall provide a copy of the spot survey once the foundation is poured, but prior to commencement of framing. The purpose of the spot survey is to verify if the foundation had been poured in the correct location. However, the spot survey was not submitted by the permit applicant until September of 2022, when the construction was near completion.

Upon review of the spot survey submitted to the City, it was discovered that the newly constructed building does not meet the required 5' setback from the side property line. The north-east corner of the building is 4'-6" and the south corner is 4'-10" away from the side property line. Per the applicant's statement, the proposed 40' wide building

was built on a 50' wide lot; with 5' side setbacks and there was no margin of error. Further, applicant states that reportedly there is an additional pin in the front yard, implying that the contractor who framed the foundation used it in error.

The Municipal Code allows the applicant to seek an administrative variation if the required relief is within 5% of the required dimensional regulation. However, the required reduction of the side setback for the subject property is 11%, therefore the only option for the applicant is to demolish the existing structure or apply for a zoning variation which requires a public hearing process.

No public comments were submitted in relation to this petition. The CDC found that the requested zoning variations are consistent with the Unified Development Ordinance and the Comprehensive Plan. As such, the CDC recommended approval by a vote of 6 to 0.

DOCUMENTS ATTACHED

- ✓ CDC Staff Memo and Exhibits – CDC-2022-0012
- ✓ CDC Draft Meeting Minutes – January 16, 2023

CITY OF WOOD DALE

Community Development



MEMO

DATE: January 16, 2023
TO: Community Development Commission
FROM: Gosia Pociecha, AICP, Senior Planner
SUBJECT: Case No. CDC-2022-0012, Zoning Variation for property at 154 Edgewood Avenue

REQUEST

An application has been filed by Marcin Filip representing PJ154 LLC for a zoning variation requesting reduction of the required side setback. This variation is being requested for a newly constructed single-family residence at 154 Edgewood Avenue.

PROPERTY INFORMATION

Site Address: 154 N Edgewood Ave
PIN: 03-15-212-018
Property Size: 0.17 acres (7,405 sf)
Existing Land Use: Residential (New Construction)
Future Land Use: Residential
Existing Zoning: R-4 Medium Density Single-Family District

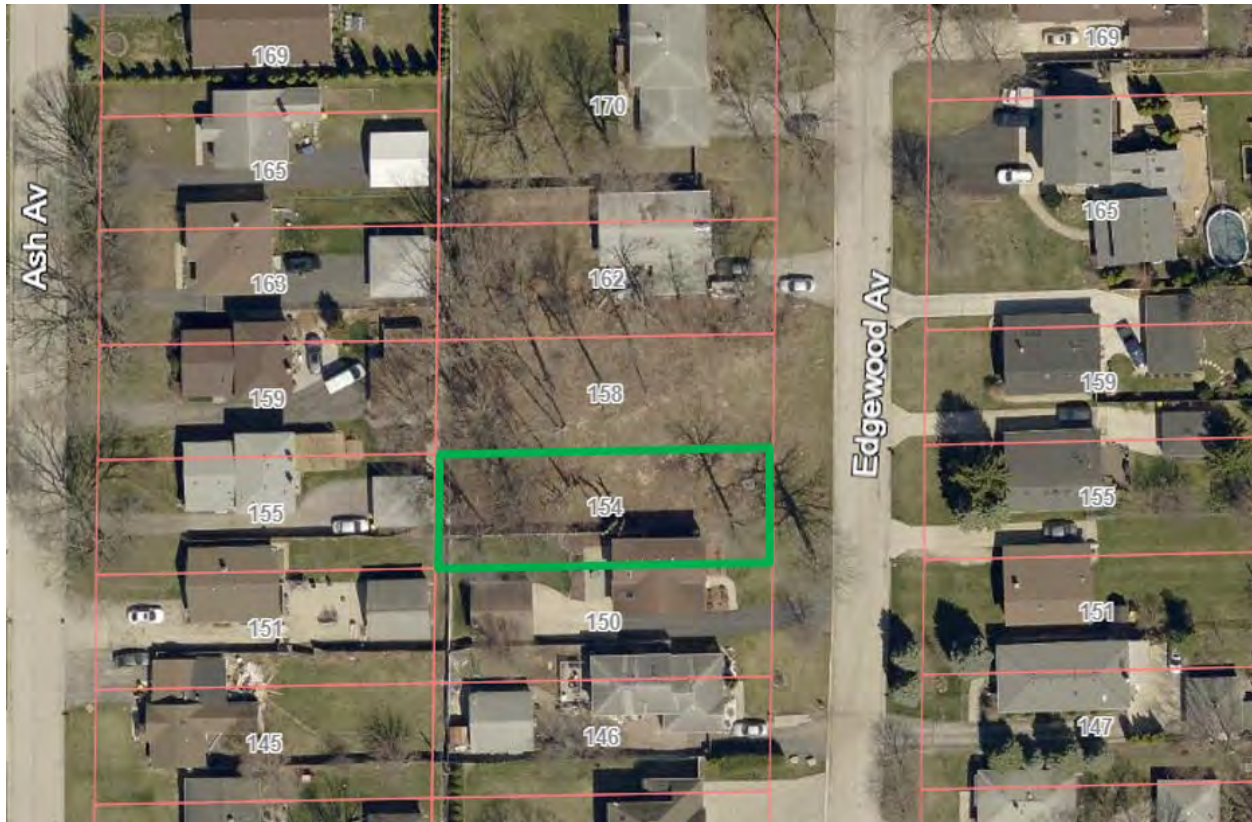
Surrounding Zoning / Land Use

North: R-4 Medium Density Single-Family / Single-Family Residential (New Construction)

South: R-4 Medium Density Single-Family / Single-Family Residential

East: R-4 Medium Density Single-Family / Single-Family Residential

West: R-4 Medium Density Single-Family / Single-Family Residential



Location Map

ANALYSIS

Submittals

The analysis and recommendation provided in this memo are based on the following documents, which are on file in the Community Development Dept. and attached as noted:

- Public Hearing Application
- Proof of Ownership
- Plat of Survey (Exhibit A)
- As-built Survey (Exhibit B)
- Petitioner Narrative (Exhibit C)
- Applicant’s Responses to Standards (Exhibit D)

Project Description

The subject property is located at 154 Edgewood Ave, near the intersection of Edgewood Ave and Potter St. The property, approximately 0.17 acres in size, is zoned R-4 Medium Density Single-Family District and is improved with a recently constructed two-story brick & composite siding single-family residence with an attached front-load garage.

The permit for construction of this single-family residence was issued in September of 2021 at which time construction began. The permit conditional approval letter indicated

that the applicant shall provide a copy of the spot survey once the foundation is poured, but prior to commencement of framing. The purpose of the spot survey is to verify if the foundation had been poured in the correct location. However, the spot survey was not submitted by the permit applicant until September of 2022, when the construction was near completion.

Upon review of the spot survey submitted to the City, it was discovered that the newly constructed building does not meet the required 5' setback from the side property line (see Exhibit B). The north-east corner of the building is 4'-6" and the south corner is 4'-10" away from the side property line. Per the applicant's statement (see Exhibit C), the proposed 40' wide building was built on a 50' wide lot; with 5' side setbacks and there was no margin of error. Further, applicant states that reportedly there is an additional pin in the front yard, implying that the contractor who framed the foundation used it in error.

The Municipal Code allows the applicant to seek an administrative variation if the required relief is within 5% of the required dimensional regulation. However, the required reduction of the side setback for the subject property is 11%, therefore the only option for the applicant is to demolish the existing structure or apply for a zoning variation which requires a public hearing process.

Compliance with the Comprehensive Plan

The property is designated as Single-Family Residential in the Future Land Use Map of the Comprehensive Plan. The Single-Family Residential land use category for properties located in the southeast area of the City is intended to preserve the primarily single-family homes with some townhomes near the Metra station. It has less of a grid street network and more parks and green spaces throughout.

The proposed development will help the City in achieving Goal 2, Objective 4: Support improvements to existing housing stock and investment in residential neighborhoods by supporting improvement to residential property. It will also address Goal 3, Objective 2: Enhance the appearance and "curb appeal" of residential areas. The intent of the proposed improvements was to develop a vacant property within an existing residential neighborhood. The requested zoning variation request will not affect the continuation of the use of the property as a single-family home and is consistent with the Comprehensive Plan.

Compliance with the Unified Development Ordinance (UDO)

Development Standards

The subject property is located in the R-4, Single-Family zoning District. Below is a table summarizing the required setbacks for the R-4 District (standards in bold do not meet minimums).

	<i>R-4 Standards</i>	<i>154 Edgewood Ave</i>
Front Setback (min.)	25 Ft.	35.05 Ft.
Side Setback (min.)	5 Ft.	4.47-4.84 Ft.
Rear Setback (min.)	30 Ft.	60 Ft.
Lot Coverage (max.)	40%	37%
Height (max.)	30 Ft.	27.25 Ft.

The newly constructed single-family residence does not meet the side setback along the north property line; hence a zoning variation request has been submitted by the property owner.

Neighborhood Comment

Notice was provided to adjacent property owners in accordance with Section 17.202.E of the UDO. A public hearing sign was placed at the subject property and a public hearing notice published in Daily Herald on December 30th, 2022. Staff did not receive any inquiries regarding the petition as of writing of this memo.

Findings of Fact

Variation Standards

No variation shall be authorized by the City Council unless the Community Development Commission shall find evidence establishing the following general standards and criteria, found in Chapter 17, Article IV, Section 17.204.C.6 of the Municipal Code. Applicant’s responses to standards are attached in Exhibit D to this memo. The standards are as follows (*staff comments italicized*):

1. General Standard. No variation will be granted pursuant to this Section 17.204.C.6 unless the applicant will establish that carrying out the strict letter of the provisions of this UDO would create a particular hardship or a practical difficulty. Such a showing will require proof that the variation being sought satisfies each of the standards set forth in this Subsection.

Response: See responses to standards below.

2. Unique Physical Condition. The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure or sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

Response: The subject property is improved with a newly constructed two-story single-family home. The applicant expresses that they planned to follow all zoning regulations as approved through their permit. Therefore, their mistake had not been found until the building was fully constructed, and the spot survey was reviewed. The applicant states that the building foundations were shifted to the north by roughly 6”

during construction due to human error. The unique physical condition of the site is related to the site being vacant and the reportedly incorrect iron pipe marking the south-east corner of the lot.

3. Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner or his predecessors in title and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this UDO, for which no compensation was paid.

Response: The applicant states that they were unaware of the error until the plat of survey was ordered and reviewed. The physical condition of the subject lot has been created by the contractors hired by the property owner and is most likely caused by human error during construction.

4. Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

Response: Per the applicant's responses to standards, significant personal savings have been invested into the development of the subject property. The applicant intended to build the structure in compliance with all of Wood Dale's regulations and the error was not anticipated. Having to reconstruct the structure at this point would have a significant financial impact on the property owner.

5. Not Merely Special Privilege. The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the sale of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship will not be a prerequisite to the grant of an authorized variation.

Response: The requested variation is being requested to correct an error made during construction of the new single-family home. The applicant is requesting the zoning variation because the building is already constructed and if the zoning variation is not granted, the error cannot be reconciled without financial hardship and concerns about demolishing a home that meets all other requirements.

6. Code and Plan Purposes. The variation would not result in a use or development of the subject property that would not be in harmony with the general and specific purposes for which this UDO and the provision from which a variation is sought were enacted or the general purpose and intent of The City of Wood Dale Comprehensive Land Use Plan.

Response: The variation is requested to support development of the subject property which is consistent with the general purpose and intent of the UDO and the

Comprehensive Plan. The property is located within an established residential neighborhood and complies with the zoning district with the exception of side setback. The development of the vacant property supports goals and objectives of the Comprehensive Plan including support for investments in residential neighborhoods and improvement of curb appeal.

7. Essential Character of the Area. The variation would not result in a use or development on the subject property that:
- a. Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development value of property or improvements permitted in the vicinity;
 - b. Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity;
 - c. Would substantially increase congestion in the public streets due to traffic or parking;
 - d. Would unduly increase the danger of flood or fire;
 - e. Would unduly tax public utilities and facilities in the area; or
 - f. Would endanger the public health and safety.

Response: The variation is not expected to result in a use or development that would affect any of the items listed above. The intent of the applicant was to construct a code compliant single-family residence but due to human error during construction, relief is required for the side setback.

8. No Other Remedy. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

Response: As is noted above, the applicant is seeking zoning relief for the side setback on newly constructed property. The alternative would be to demolish and reconstruct the building which, per the applicant, would have economic and environmental impacts. The property will be used for residential use which is consistent with the surrounding area.

RECOMMENDATION

The Community Development Department finds that the request for zoning variation is compatible with surrounding zoning and land use classifications, meets the requirements in the Unified Development Ordinance and is consistent with the City's Comprehensive Plan. Based on the above considerations, staff recommends that the Community Development Commission make the following motion recommending approval of this petition:

Based on the submitted petition and the testimony presented, the proposed variation request is consistent with the Unified Development Ordinance and Comprehensive Plan; and, therefore, I move that the Community Development Commission adopt the findings of fact included within the staff memo dated January 16th, 2023, as the findings of the Community Development Commission, and recommend to the City Council approval of the zoning variation for reduction of side setback from 5' to 4.47' at 154 N Edgewood Ave in Case No. CDC-2022-0012.

(Yes vote would be to approve; No vote would be to deny)

SPIEWAK CONSULTING

PROFESSIONAL DESIGN FIRM
 LICENSE NO.: 184.006518
 1030 W. HIGGINS RD., STE 218
 PARK RIDGE, IL 60068
 phone: (773) 853-2672; (630)351-9489
 www.landsurveyors.pro
 andrew@landsurveyors.pro

PLAT OF SURVEY

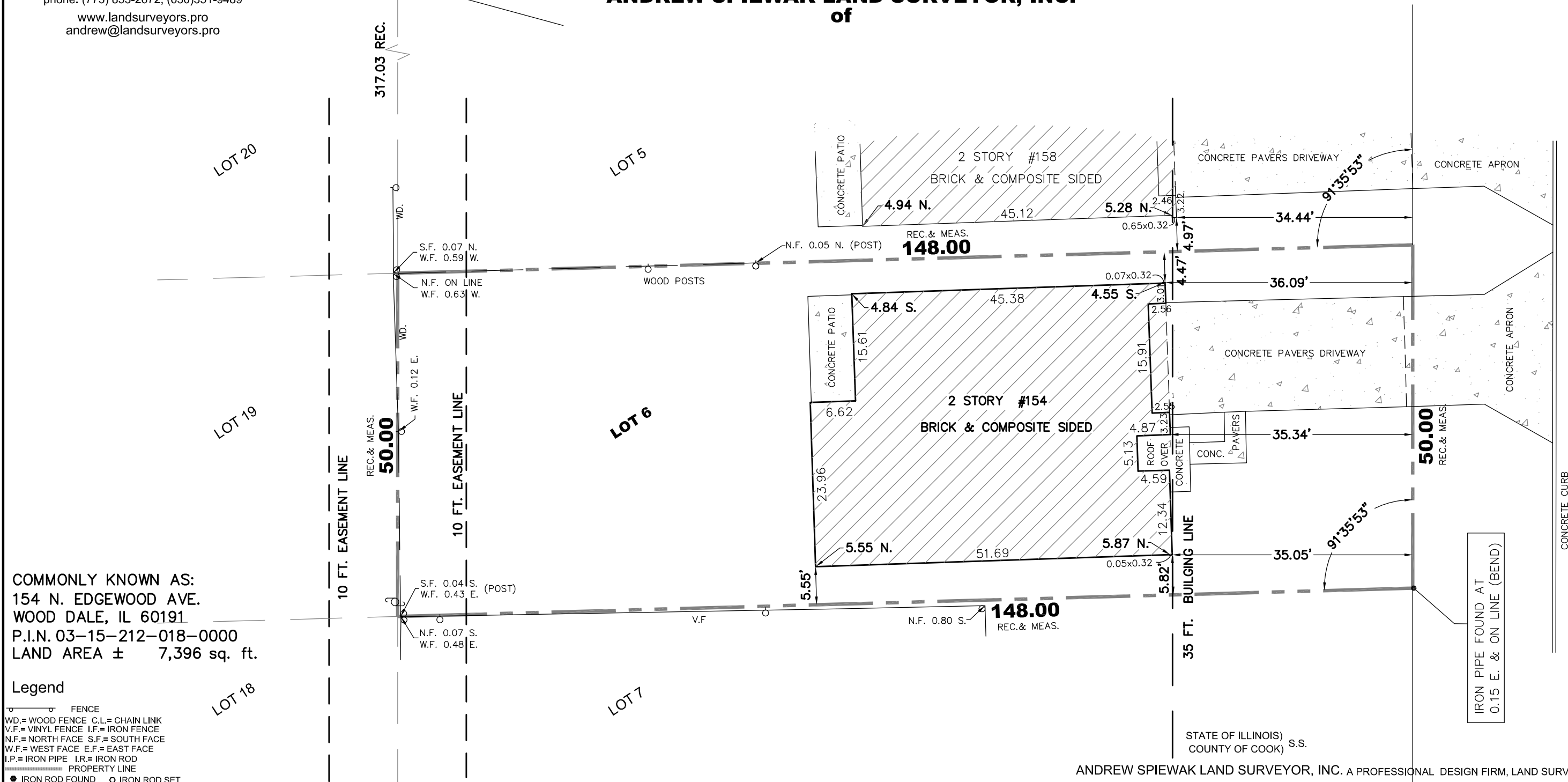
by
ANDREW SPIEWAK LAND SURVEYOR, INC.
 of

CDC-2022-0012
 Exhibit A

BEARINGS ARE SHOWN FOR ANGULAR REFERENCE ONLY
 AND ARE NOT RELATED TO TRUE OR MAGNETIC NORTH.



N. EDGEWOOD AVE.



COMMONLY KNOWN AS:
 154 N. EDGEWOOD AVE.
 WOOD DALE, IL 60191
 P.I.N. 03-15-212-018-0000
 LAND AREA ± 7,396 sq. ft.

- Legend**
- FENCE
 - WD.= WOOD FENCE C.L.= CHAIN LINK
 - V.F.= VINYL FENCE I.F.= IRON FENCE
 - N.F.= NORTH FACE S.F.= SOUTH FACE
 - W.F.= WEST FACE E.F.= EAST FACE
 - I.P.= IRON PIPE I.R.= IRON ROD
 - PROPERTY LINE
 - IRON ROD FOUND ○ IRON ROD SET
 - IRON PIPE FOUND ○ IRON PIPE SET
 - + CROSS FOUND & SET ⊕ UTILITY POLE
 - ⊕ PK NAIL FOUND & SET

SCALE: 1 INCH EQUALS 15 FEET.
 DISTANCES ARE MARKED IN FEET AND DECIMAL PARTS THEREOF.

ORDERED BY: MARCIN FILIP
 COMPANY OR ORGANIZATION: CONS.
 SURVEYED BY: PJS #773-709-8758
 DRAWN BY: PJS
 CHECKED BY: AFS
 PROJECT No: **H-19**

LEGAL DESCRIPTION:

LOT 6 IN BLOCK 25 IN H.O. STONE AND COMPANY'S SECOND IRVING PARK BLVD. ADDITION TO WOOD DALE BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10 AND PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15 TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1925, AS DOCUMENT NO. 204619, IN DUPAGE COUNTY, ILLINOIS.

ANDREW SPIEWAK LAND SURVEYOR, INC. A PROFESSIONAL DESIGN FIRM, LAND SURVEYING CORPORATION
 LICENCE No.: 184.006518 HEREBY CERTIFIES THAT A SURVEY HAS BEEN MADE UNDER THE DIRECTION AND
 SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR OF THE ABOVE
 DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT
 REPRESENTATION OF SAID SURVEY. THIS PROFESSIONAL SERVICE CONFORMS
 TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR BOUNDARY SURVEYS.

FIELD WORK WAS COMPLETED ON 30TH DAY OF AUGUST A.D. 2022.
 CHICAGO, ILLINOIS, DATE OF PLAT 2ND DAY OF SEPT. A.D. 2022.

BY Andrew F. Spiewak
 ANDRZEJ F. SPIEWAK ILLINOIS PROFESSIONAL LAND SURVEYOR
 LICENCE No. 035.003178 LICENSE EXPIRES 11/30/2022
 PROFESSIONAL DESIGN FIRM
 LAND SURVEYING CORPORATION
 LICENSE NO.: 184.006518
 EXPIRES 04/30/2023
 THIS SURVEY IS VALID ONLY WITH AN EMBOSSED SEAL

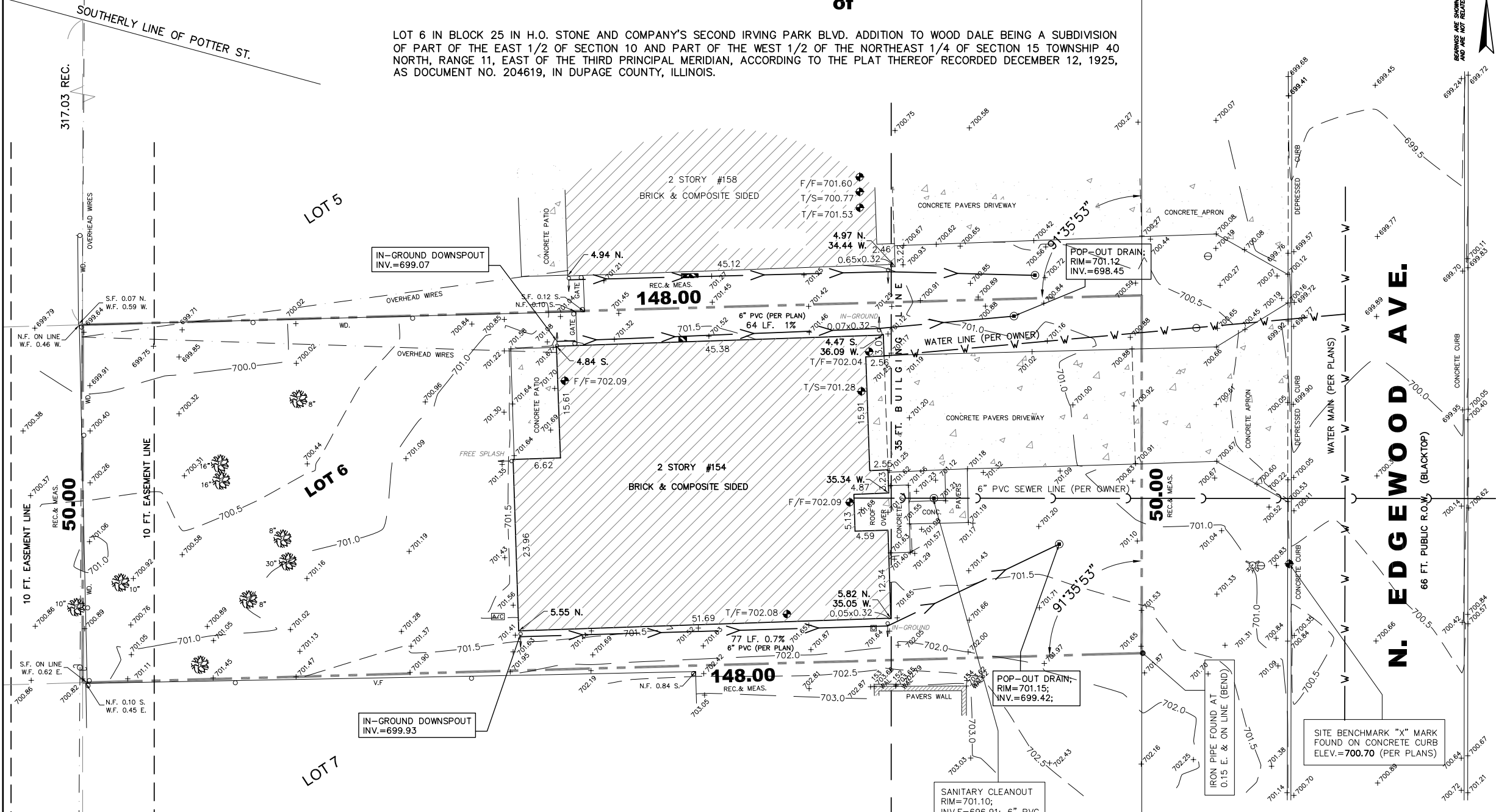


AS-BUILT SURVEY

by
ANDREW SPIEWAK LAND SURVEYOR, INC.
of

CDC-2022-0012
Exhibit B

LOT 6 IN BLOCK 25 IN H.O. STONE AND COMPANY'S SECOND IRVING PARK BLVD. ADDITION TO WOOD DALE BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10 AND PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 15 TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1925, AS DOCUMENT NO. 204619, IN DUPAGE COUNTY, ILLINOIS.



GENERAL NOTES:
1. THE LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON IS BASED ONLY ON ABOVE GROUND EVIDENCE, TOGETHER WITH EVIDENCE FROM PLANS OBTAINED FROM UTILITY COMPANIES OR PROVIDED BY CLIENT, AND MARKINGS BY UTILITY COMPANIES AND OTHER APPROPRIATE SOURCES (IF NOTED HEREON). THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.

STATE OF ILLINOIS) COUNTY OF COOK) S.S.
ANDREW SPIEWAK LAND SURVEYOR, INC. A PROFESSIONAL DESIGN FIRM, LAND SURVEYING CORPORATION, LICENSE NO. 184.006518 HEREBY CERTIFIES THAT A SURVEY HAS BEEN MADE UNDER THE DIRECTION AND SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR LICENSE NO. 035.003178 OF THE ABOVE DESCRIBED PROPERTY AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID AS-BUILT SURVEY.

FIELD WORK WAS COMPLETED ON 10TH DAY OF NOVEMBER A.D. 2022.
CHICAGO, ILLINOIS, DATE OF PLAT 8TH DAY OF DECEMBER A.D. 2022.

BY *Andrzej F. Spiewak*
ILLINOIS PROFESSIONAL LAND SURVEYOR ANDRZEJ F. SPIEWAK LICENSE NO. 035.003178
PROFESSIONAL DESIGN FIRM, LAND SURVEYING CORPORATION, LICENSE NO. 184.006518 EXPIRES 04/30/2023

LEGEND

C = CURB	MEAS. = MEASURED	CABLE TV	CTV	BEEHIVE	ELECTRIC VAULT	GUY POLE	LIGHT POLE	STORM DRAIN MANHOLE	TREE DECIDUOUS/EVERGREEN
CL = CHAIN LINK	N.F. = NORTH FACE	COMBINED SEWER	—	BENCH MARK	ELECTRIC CONTROL BOX	INLET	MAIL BOX	STORM SEWER MANHOLE	UTILITY POLE
CONC. = CONCRETE	O.H. = OVERHEAD	ELECTRIC LINE	—	BUMPER GUARD	FENCE	INLET ROUND	MANHOLE - UNCLASSIFIED	STREET LIGHT	WALL HYDRANT
DS = DOWN SPOUT	P = PAVEMENT	EXIST. GRADE/CONTOUR	—	CABLE TV CONTROL BOX	FIRE HYDRANT	IRON ROD FOUND	PARKING METER	TELEPHONE CONTROL BOX	WALL LIGHT
E.F. = EAST FACE	REC. = RECORD	GAS MAIN	—	CATCH BASIN	GAS MANHOLE	IRON ROD SET	PKN. FOUND	TELEPHONE VAULT & COMMUNICATION	WATER METER VAULT
EP = EDGE OF PAVEMENT	S.F. = SOUTH FACE	OVERHEAD WIRES	O.H. WIRES	CITY ELECTRIC MANHOLE	GAS METER	IRON PIPE FOUND	PKN. SET	TRAFFIC CONTROL BOX	WATER VALVE BOX
F = FLOW LINE	T/S = TOP OF SLAB	SANITARY SEWER	—	CLEAN OUT	GAS VALVE BOX	IRON PIPE SET	SANITARY SEWER MANHOLE	TRAFFIC LIGHT	WATER VALVE VAULT
F/F = FINISH FLOOR	T/F = TOP OF FOUNDATION	STORM SEWER	—	COMBINED SEWER MANHOLE	GAS VALVE VAULT	ITEM NUMBER	SHRUB	TRAFFIC SIGNAL POLE	YARD LIGHT
G = GROUND	W = WALK	TELEPHONE LINE	—	CROSS FOUND & SET	GUARD RAIL	LIGHT CONTROL BOX	SIGN	TRANSFORMER	DOWNSPOUT DRAIN TO UNDERGROUND DRAINAGE
I.P. = IRON PIPE	WD. = WOOD	WATERMAIN	—						
I.R. = IRON ROD	W.F. = WEST FACE	PROPERTY LINE	—						



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PROFESSIONAL DESIGN FIRM
1030 W. HIGGINS RD, SUITE 218 PARK RIDGE, IL 60088
phone: (773) 853-2672
www.landsurveyors.pro
andrew@landsurveyors.pro

SPIEWAK CONSULTING
THIS DOCUMENT AS INSTRUMENT OF SERVICE REMAINS PROPERTY OF THIS COMPANY AND NO PART MAY BE REPRODUCED WITHOUT WRITTEN PERMISSION OF THE COPYRIGHT OWNER.

GENERAL NOTES:
1) THE LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON IS BASED ON ABOVE GROUND EVIDENCE ONLY. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED.
2) BEARINGS IF SHOWN ARE FOR ANGULAR REFERENCE ONLY AND ARE NOT RELIABLE TO TRUE OR MAGNETIC NORTH.

CALL TOLL FREE 1 (800) 892-0123 OPERATES 24 HOURS A DAY 365 DAYS A YEAR



CALL 1 (800) 892-0123 24 HOURS BEFORE YOU DIG

NO.	DATE	ISSUED	DESCRIPTION
1	12/01/22		

AS-BUILT SURVEY
PIN: 03-15-212-018-0000
LAND AREA: 7.396
154 N. EDGEWOOD AVE.
WOOD DALE, IL 60191

ORDERED BY: MARCIN CONS.

SURVEYED BY: PJS
DRAWN BY: PJS
REVIEWED BY: AFS

ORDER NO: H-19AB

SCALE: 1IN=10FT.
DISTANCES ARE MARKED IN FEET
DIMENSIONAL PARTS THEREOF

SHEET NO. 10F1



Date 11/1/2022

PJ154 LLC
291 Montrose Ave Wood Dale IL. 60191
(773)807 4340
MarcinFilip84@gmail.com

Zoning Variation

To whom it concerns

154 Edgewood is a single-family home on slab with attached garage. Home is a new construction with full framing construction where 3 sides are Hardie board siding, and front is brick veneer. Building is 40' wide by 50' long on lot 50'x148' with 5' setbacks we had no margin for error.

We are seeking Zoning Variation for 154 Edgewood Ave Wood Dale, IL, 60191 property is 6" to the north due to human error. Foundation has been poured 6" to the north because additional pin in front yard. This error was not caught until recently, after building was constructed. Error as such is causing building to exceed 5' minimum side setback by approximately 6" on north side (distance between 158 Edgewood and 154 Edgewood still exceeds 9'5").

Thank You

Marcin Filip

.....11/1/2022

Date 12/19/2022

PJ2 LLC
291 Montrose Ave Wood Dale IL. 60191
(773)807 4340
MarcinFilip84@gmail.com

To whom it my concern

1. We were adopting UDO standards on project, however due to extra sets of pins on south border of property, mistake has been made by contractor who used wrong pin. Further the mistake has not been acknowledged till new plat of survey was drawn up.

2. Piotr Jurczykowski the owner is asking for zoning Variation due to complication of building has been finished. This is a unique condition because builder Pj2 LLC was not aware that building foundations were shifted north by more then 5 inches. Pj2 LLC was convinced that building is constructed following all zoning and building codes.

3. Owner had no idea about the mix up of pins on property until plat of survey was ordered, and revied

4. Piotr Jurczykowski owner of PJ154LLC is asking for zoning Variation approval, all life savings has been invested into that property, and because is about 99% finished, zoning variation rejection will cause owner bankruptcy.

5. Pj154 is not seeking special privileges, nor special treatment, zoning Variation is primarily financial hardship for owner, because the building is already constructed. Secondary Environmental impact also need to be considered in case of Zoning Variation denial.

6. Single Family home constructed at 154 Edgewood Wood Dale is conforming with single family zoning, and The City Of Wood Dale Comprehensive Land Use Plan other than is shifted 6" inches to the north.

7. The Variation WILL NOT result in different use or additional development on property other the Single-family building that is already constructed and been approved by City Of Wood Dale. Taking the building down it is not reasonable option, it is unlikely zoning approval would have any impact of a-f.

8. The is significant Environmental impact of taking the building down that was just constructed should be avoided.

Thank You

Marcin Filip

COMMUNITY DEVELOPMENT COMMISSION MINUTES

Committee Date: January 16, 2023

Present: Jamie Ochoa, James Parenti, Jay Babowice,
Richard Petersen, Teresa Szatko, April Jaeger-Rudnicki

Absent: David Woods

Also Present: Staci Springer, Attorney Sean Conway, Marcin Filip
Robert Chen, Andrew Koterak

Meeting Convened at: 7:00 p.m.

CALL TO ORDER

Chairman Ochoa called the meeting to order at 7:00 P.M. A roll call vote was taken and a quorum was present. Attorney Conway acted as the meeting facilitator.

APPROVAL OF MINUTES

Ms. Szatko made a motion, seconded by Mr. Petersen, to approve the minutes of the December 19, 2022 meeting. Motion carried.

PUBLIC HEARINGS

CASE NO. CDC-2022-0011

An application has been filed for zoning variations including reduction of the required side setback and reduction of the number of required parking spaces. These variations are being requested to enable a commercial building addition at 855 Lively Blvd. 855 Lively LLC is the property owner and applicant.

Discussion

Mr. Robert Chen, representing RKC Cleaners Corporation, presented a review and description of his dry cleaning/commercial laundry business which is currently located in Elk Grove Village. It is his intention to relocate and expand the existing facility at 855 Lively Boulevard in Wood Dale to support modern commercial laundry activities and is requesting variations to allow for that growth. Two additions to the existing 28,325 Sq. Ft. building are proposed which would result in a total building size of 33,453 Sq. Ft. The existing building is located within the TCC Overlay district with underlying I-1 industrial zoning and was constructed with a 15 ft. side setback along the north property line. Current side setback requirements under the I-1 Standards call for a 20ft. setback.

As to parking, the subject property currently contains 51 parking spaces including 1 accessible. The proposed addition on the south-east corner of the building will result in the elimination of 5 parking spaces. One additional space will be eliminated along the rear and part of the south property line to allow for re-striping and to comply with current regulations. This change will result in 45 parking spaces, including 2 accessible spaces. The applicant is, therefore, requesting a variation from the UDO requirement of 68 spaces. Per Mr. Chen, the maximum number of employees is 43 and ride sharing brings that number to approximately 24 cars on site. The Fire District has reviewed and these proposals.

Recommendation

Chairman Ochoa made a motion, seconded by Ms. Szatko, that based on the submitted petition and the testimony presented, the proposed request for variations is consistent with the Unified Development Ordinance and Comprehensive Plan and that the Community Development Commission adopt the findings of fact included within the staff memo dated January 16, 2023 as the findings of the Community Development Commission, and recommend to the City Council approval of the zoning variations for reduction of side setback from 20' to 15' and reduction in the required parking spaces from 68 to 45 for property at 855 Lively Boulevard in Case No. CDC-2022-0011. A roll call vote was taken with the following results:

Ayes: Ochoa, Petersen, Babowice, Szatko, Jaeger-Rudnicki, Parenti

Nays: None

Motion carried.

The Public Hearing was concluded via voice vote at 7:20 P.M.

CASE NO. CCD-2022-0012

An application has been filed for a zoning variation requesting reduction of the required side setback. This variation is being requested for the newly constructed single-family residence at 154 Edgewood Ave. PJ154 LLC is the property owner and applicant.

Discussion

Mr. Marcin Filip, representing PJ154 LLC, was present to explain the circumstances which led him to seek a variation to the side setback required in the R-4 Medium Density Single-Family District. The building permit issued for construction of the residence called for submittal to the Community Development Department of a spot survey after the foundation was poured and prior to framing. That was not done, construction proceeded and was near completion when the spot survey was submitted. Upon review of the spot

survey by City staff it was determined that the building did not meet the required 5' setback from the side property line; the north-east corner of the building is at 4'-6". Petitioner is noting human error during construction and miscommunication as reasons for which the foundation was not poured correctly and is seeking the variation.

Ms. Springer noted that staff is in the process of developing training in the permit issuing process regarding submittal of spot surveys in order to avoid situations such as those in the above case.

Recommendation

Chairman Ochoa made a motion, seconded by Mr. Babowice that, based on the submitted petition and the testimony presented, the proposed variation request is consistent with the Unified Development Ordinance and Comprehensive Plan and that the Community Development Commission adopt the findings of fact included within the staff memo dated January 16, 2023 and the findings of the Community Development Commission, and recommend to the City Council approval of the zoning variation for reduction of side setback from 5' to 4.47' at 154 N. Edgewood Ave. In Case No. CDC-2022-0012. A roll call vote was taken with the following results:

Ayes: Ochoa, Petersen, Babowice, Parenti, Jaegar-Rudnicki

Nays: Szatko

Motion carried.

The Public Hearing was concluded via voice vote at 7:40 P.M.

Note:

STAFF LIAISON REPORT

Ms. Springer introduced and welcomed Andrew Koterak as the new planner in the Community Development Department. She also stated that the February CDC meeting will be held on the 27th instead of the 20th due to the fact that City Hall will be closed in observance of President's Day.

ADJOURNMENT

The meeting was adjourned at 8:00 P.M.



PUBLIC WORKS COMMITTEE MINUTES

Committee Date: January 26, 2023
Present: Ald. Ames, Ald. Catalano, Ald. Curiale, Ald. Jakab, Ald. Messina,
Ald. Susmarski, Ald. Woods
Absent: None
Also Present: Mayor Pulice, City Manager Mermuys, Director Springer, Chief
Zito, Director Lange, Director Wilson, City Clerk Curiale, City
Treasurer Porch
Meeting Convened at: 7:41pm

APPROVAL OF MINUTES:

Ald. Jakab made a motion, seconded by Ald. Woods, to approve the minutes of the December 8, 2022 meeting as presented. A voice vote was taken, with all members voting aye.

REPORT & RECOMMENDATION

APPROVAL OF A PROPOSAL FROM LIBERTYVILLE TILE & CARPET, LTD. FOR THE CITY HALL STAIR TREAD REPLACEMENT PROJECT IN AN AMOUNT TO EXCEED \$13,946.00

DISCUSSION:

Alderman Woods inquired of the scope of the project, and does this include the landing, and anything attached to the stair area. Director Lange stated that the project does include anything attached to the stair area. Alderman Woods, did we go out and get other quotes? Director Lange stated that we received 3 quotes and Libertyville Tile & Carpet was the lowest. Alderman Jakab, Alan what was the \$16,000 number underneath the quote? The original quote was just for the tread, and the second quote included the attached risers. Alderman Woods Asked if the risers were plastic, or steel? Director Lange replied the risers are steel.

VOTE:

Ald. Susmarski made a motion, seconded by Ald. Jakab, to approve a proposal from Libertyville Tile & Carpet, LTD. For the City Hall Tread Replacement Project in an Amount Not to Exceed \$13,946.00. A roll call vote was taken, with the following results:

Ayes: Ald. Ames, Ald. Catalano, Ald. Curiale, Ald. Jakab, Ald. Messina, Ald.
Susmarski, Ald. Woods



Nays: None
Abstained: None
Motion: Carried

ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:

- Clock Tower Panel Replacements – February 9
- Tall Oaks Detention Basin – February 9
- RJN I & I Agreement – March
- Kelfstad Lift Station Repair - March

ADJOURNMENT:

Ald. Woods made a motion, seconded by Ald. Susmarski, to adjourn the meeting at 7:44pm. Upon a voice vote, the motion carried unanimously.

Minutes taken by Julie Szabo



REQUEST FOR COMMITTEE ACTION

Referred to Committee: February 9, 2022
Subject: Irving Park/Central Signal Engineering
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: Approval of a Professional Services Agreement between the City of Wood Dale and HR Green, Inc. for Illinois Route 19 at Central Avenue Preliminary and Final Engineering in an Amount Not to Exceed \$213,770

RECOMMENDATION:

Staff Recommends Approval of a Professional Services Agreement between the City of Wood Dale and HR Green, Inc. for Illinois Route 19 at Central Avenue Preliminary and Final Engineering in an Amount Not to Exceed \$213,770.

BACKGROUND:

The City desires to improve the intersection at Irving Park Road (IL-19) and Central Avenue including the addition of a traffic signal to provide a pedestrian crossing of Irving Park Road to increase access to the Town Center Business District including the Metra Station. Additionally, a signal at this location further accommodates potential future development of the adjacent City-owned properties. HR Green has previously conducted Traffic Signal Warrant Studies at this location which determined that a traffic signal is warranted based on traffic counts. This agreement would provide Phase I & II engineering services in addition to the necessary coordination with IDOT. A full breakdown of the scope and services can be viewed in the attached proposal.

ANALYSIS:

\$200,000 was included in the FY 24 CIP for costs related to design engineering services for this project. The funds will come from the Motor Fuel Tax Fund. Work would not commence on this project until IDOT approves the latest Traffic Signal Warrant Study. As they had previously approved the 2017 which yielded the same warrant analysis, it is anticipated that the new study will be approved as well. Staff hopes to have IDOT's approval by April 1st and be able to begin engineering services shortly

thereafter with the new fiscal year. The agreement anticipates a notice to proceed of May 15, 2023.

DOCUMENTS ATTACHED

- ✓ Professional Services Agreement
- ✓ Cost Estimate Worksheet



PROFESSIONAL SERVICES AGREEMENT

For

**Illinois Route 19 at Central Avenue
Preliminary and Final Engineering**

Alan Lange, Director of Public Works
720 North Central Avenue
Wood Dale, IL 60191
(630) 787-3761

Ron Krall - Senior Project Manager

HR Green, Inc.
1391 Corporate Drive, Suite 203
McHenry, IL 60050-5528
815.759.8321

HR Green Project Number: 170963.01

January 27, 2023

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THIS **AGREEMENT** is between CITY OF WOOD DALE (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

CLIENT is proposing to make improvements to Illinois Route 19 (IL 19), Central Avenue and Hemlock Avenue to accommodate future adjacent development. The CLIENT wishes to proceed with Preliminary and Final Engineering for the project.

COMPANY will complete the preliminary engineering (topographic survey, traffic study, intersection design study, drainage study and environmental coordination) and final engineering (phase II contract plans, contract documents, IDOT and all other relevant agency coordination, and bidding services) as noted in this scope of work (see 2.0) for the improvement as described in this document.

This project's major scope items will include the installation of a traffic signal at the intersection of IL19/Central Avenue and construction of a new south leg of Central Avenue at the intersection realigned with the north leg.

Motor Fuel Tax (MFT) funds will be used to construct the project and thus, the project will be subject to coordination and administration by IDOT Bureau of Local Roads (BLR). Numerous Bureaus at IDOT will be involved in the review and approval of the project since it involves an Illinois State Route.

In late November/early December, CLIENT initiated a Traffic Signal Warrant Study for the IL 19 at Central Avenue intersection. That study using traffic counts from November 2022 has been completed, submitted to the Bureau of Traffic, and is currently being reviewed by IDOT.

The Final engineering services will include the development of a set of contract plans/documents and include all improvements to IL 19, Central Avenue, Hemlock Avenue, and any other associated task such as ADA sidewalk work and crosswalk installation at the main intersection of IL 19 at Central Avenue.

ROW acquisition services are not included in this AGREEMENT. It is anticipated that ROW acquisitions will be required, but the full extent of the locations is not known at this time. During the preliminary engineering development, ROW needs will be determined. ROW acquisition services can be added as a supplement to this contract once those needs have been defined.

The project limits include the following roadways and lengths:

A. IL 19 – (Irving Park Road)

The limit of improvements along IL 19 will be between Catalpa Avenue and Hemlock Avenue and generally consist of roadway resurfacing, pavement markings, sidewalk, ADA, driveway improvements, and potentially radii improvements (if needed). The existing five (5) lane cross section will remain, and no pavement widening is proposed. The length of improvements along IL 19 is 900 feet.

B. Central Avenue - North

Improvements to the north leg of Central Avenue will be limited to widening of the radii at IL 19 to accommodate the required design vehicle, if necessary, roadway resurfacing, ADA ramps where necessary and pavement markings. No pavement widening is proposed. The length of improvements along Central Avenue - North is 500 feet.

C. Central Avenue - South

A new realigned south leg of Central Avenue is proposed. The leg will extend south, directly across from the existing north leg, and tie into an existing alley. The roadway will consist of a three (3) lane cross section with curb and gutter and sidewalk. The south leg will be “stubbed out” south of the alley. The length of improvements along Central Avenue -South is 200 feet.

D. Hemlock Avenue

Improvements to Hemlock Avenue will be limited to widening of the radii at IL 19 to accommodate the required design vehicle, if necessary, roadway resurfacing, ADA ramps where necessary and pavement markings. No pavement widening is proposed. The length of improvements along Hemlock Avenue is 250 feet.

E. Alley (North) – Central Avenue to Hemlock Avenue

The alley north of IL 19 between Central Avenue to Hemlock Avenue will be reviewed and coordinated with the future development to determine its ultimate configuration and use. This alley may take on a dual role. Aside from its public access role, it is likely that it may also serve as the delivery/loading access to the proposed new development in the northeast corner of IL 19 at Central Avenue. Thus, it may require geometric improvements, as well as reconstruction to withstand a much heavier design vehicle. The length of improvements along the alley is 425 feet.

F. Alley (South) – Central Avenue to Hemlock Avenue and/Ash Avenue

The alley south of IL 19 will need to be studied. It is a narrow facility which appears unlikely to be able to be widened. It will be reviewed to determine if revisions to traffic movements, making this a “one-way” alley due to the new signal at Central, is necessary. It will need to be determined the one-way direction (assumed to be west). This length of the improvements along this alley is 750’.

1.2 Design Criteria/Assumptions

The following design guidelines will apply to this project:

- A. IDOT BLR (local roadways/streets) and BDE (IL 19) Manuals
- B. IDOT Drainage Manual and Drainage Technical Memorandum, Bulletin 75
- C. IDOT Standard Specifications for Road and Bridge Construction
- D. Public Right-of-Way Accessibility Guidelines (PROWAG)
- E. CLIENT Standard Specifications
- F. Manual on Uniform Traffic Control Devices (MUTCD)

2.0 Scope of Services

CLIENT agrees to employ COMPANY to perform the following services:

2.1 Preliminary Engineering

A. Data Collection and Review

1. COMPANY will request from CLIENT any available documents, studies, and files developed for the project corridor. These items will be reviewed by COMPANY for information pertinent to engineering services. Additionally, COMPANY will request all utility atlases and GIS information relevant within the project limits.
2. It has been assumed that no Crash Analysis for the corridor will be required by IDOT and obtaining crash data and analysis will not be required.

B. Land Surveying Services

1. ROW Survey

COMPANY will recover existing ROW evidence for approximately 1,100 feet of IL 19 and 900 feet of adjacent streets or alleys identified in Figure A as being the survey limits. COMPANY will calculate the existing ROW as shown on provided plats of dedication/highways and/or recorded subdivision plats to include on the base map.

2. Roadway Topographic Survey

The roadway topographic survey will include the area lying within the survey limits shown on Figure A. The topographic survey will include cross-sections at 50-foot intervals and extend 5 feet beyond the existing ROW. Intermittent cross-sections will also be picked up for all driveways. The survey will include visible existing features and improvements. Existing utilities will be surveyed from visible flags or markings. Storm sewer, sanitary sewer and water main structures will be surveyed, including rim elevation, invert pipe size, direction and elevation as observed at unlocked manholes. Trees residing within the limits described above and having a diameter of four (4) inches or greater will be located, but the species not identified. The survey will reference existing NGS control stations, Illinois State Plane Coordinate System East Zone NAD83 (2011) and North American Vertical Datum of 1988 (NAVD88).

3. Topographic Survey Base Map

COMPANY will generate a MicroStation V8i SS10 drawing/base map, and terrain model including one (1) foot contour intervals, of the existing features collected within the project limits according to IDOT standards. The topographic survey base map will show tags to existing visible utilities and features, where appropriate.

4. Plat of Highways

Prepare a plat of highways and legal descriptions according to IDOT Guidelines for an assumed maximum of four (4) adjacent parcels of land to be acquired for right of way, permanent easements, or temporary construction easements within the survey limits shown on Figure A. Boundary survey will be performed on an assumed maximum of four (4) subject parcels as described in the provided title commitments Schedule A as required to complete the proposed plat of highways. Following construction, each proposed right-of-way parcel will be monumented with 5/8" steel bars or other suitable markers.

C. Preliminary Design Studies

Preliminary roadway geometrics for IL 19, Central Avenue, Hemlock Avenue, and alley will be developed by COMPANY. COMPANY will coordinate with CLIENT to develop a proposed geometry for the project limits. In addition, both the northern and southern alleys will be studied/evaluated regarding use, pavement condition/needs, and directional flow (one-way vs. two-way). The following tasks will be completed by COMPANY:

1. COMPANY will develop roadway geometrics for IL 19, Central Avenue (north and south), Hemlock Avenue and the northern/southern alleys.
2. COMPANY will prepare existing and proposed typical sections for IL 19, Central Avenue, Hemlock Avenue, and the northern/southern alleys.
3. COMPANY will develop grading plans for determination of ROW acquisition needs, and drainage design associated with the proposed improvements.
4. COMPANY will prepare plan and profile (P&P) sheets (one (1) inch = 50 feet) including necessary Preliminary engineering level detail of the proposed roadway improvements. The sheets will be double-paned, detailing the proposed roadway improvements in the two (2) views (top panel = plan view and the bottom panel = profile view).
5. COMPANY will prepare miscellaneous plans and exhibits for use in coordination with CLIENT staff, IDOT and project stakeholders.
6. COMPANY will complete one (1) Intersection Design Study (IDS) for the IL19 at Central Avenue intersection. COMPANY will run HCS analysis using the traffic counts gather in mid-November 2022. Any updates to the IDS due to the adjacent site development will be completed by others. COMPANY will prepare IDS exhibits to show the channelization (taper and storage lengths), capacity analysis results, ADA details and general design considerations using the standard IDOT format. COMPANY will also identify and note any/all design exceptions required at this location and annotate them on the Notes Section of the IDS. AutoTURN simulations of the design vehicle will be included.
7. COMPANY will complete form BLR 22120 (Approval of Design Variance) for each design element that does not meet BLR policy.
8. COMPANY will prepare an exhibit showing the horizontal layout of the proposed improvements on an aerial base map at a scale of one (1) inch = 100 feet.
9. Preliminary geometry for ADA ramps will be reviewed at 15 locations to determine the construction limits and that design guidelines/requirements can be obtained. Ramps will not be installed at commercial or private entrances, only at local side streets. At locations where design guidelines/requirements cannot be met (if any), Maximum Extent Practicable (MEP) forms will be completed for each location.
10. COMPANY will prepare a Preliminary Engineer's Opinion of Probable Construction Cost (EOPC) for CLIENT's use.

D. Location Drainage Technical Memorandum

COMPANY will prepare a Location Drainage Technical Memorandum (LDTM) for the proposed improvement of IL 19. The Drainage Report will be prepared to CLIENT and

State Standards. There are no floodplains within the project limits. There are no known existing drainage problems within the improvement area. There will be no analysis of the development site drainage included in the scope. Detention is not anticipated to be required since the impervious area will remain similar to existing.

1. An evaluation of a closed drainage system capable of stormwater in the proposed condition will be completed. The closed drainage system will be designed for a 10-year design frequency.
2. COMPANY will evaluate right of way impacts for the drainage system and alter design to minimize additional right of way needs for drainage purposes.
3. It is assumed that there are no major/minor cross culverts within the project limits.
4. Inlet spacing will be completed as part of the scope. Inlets and catch basins will be shown in the Phase I drainage and utility plans and calculations will be included in the LDTM.
5. The existing/proposed drainage system will be modeled in XP-SWMM or ORD using the latest ISWS Bulletin #75 rainfall data. No detention is anticipated as part of the improvement. The rational method may be used depending on the model selected. Inlet spacing will be completed using a spreadsheet.
6. Water quality enhancement options will be investigated. The water quality volume or alternate BMP can be provided at the storm sewer outlets. BMPs that fit within the corridor's urban nature will be investigated for use. The water quality analysis will be provided for two (2) outlets.
7. The final deliverable will consist of a LDTM with a section identifying required permits, project narrative, existing drainage plan, proposed drainage plan, inlet spacing and storm sewer modeling of the drainage system.

E. Utility Coordination

The IL 19 corridor contains numerous franchise utilities including electric, gas, cable, fiber, and telephone to name a few (aside from CLIENT's water, sanitary sewer, etc). The proposed improvements include excavation for roadway, traffic signal installation, light pole relocation, drainage structures and utility improvements. It will be necessary that utilities are identified and accurately located to avoid utility conflicts during construction. The utility coordination tasks will include the following:

1. COMPANY will coordinate with utility companies found to have facilities located within the vicinity of the project limits. An initial J.U.L.I.E. design ticket will be submitted to determine those that have facilities within the project limits. Requests will be made to utilities to provide information on their service lines. COMPANY will continue coordination with utility companies as needed to obtain additional information on the various facilities and design requirements, such as horizontal and vertical clearance and protective measures during construction.
2. Utility information received will be added to project's CADD files for use in design to determine if/what utilities will be impacted based on the proposed improvements to be provided within the project limits.

F. Environmental Studies

Since MFT funds are being utilized and the project is along a State route, IDOT will require an Environmental Survey Request (ESR) be submitted and processed. The ESR will provide the cultural, biological/T & E, wetland and special waste reviews and signoffs/clearances for the State ROW area. COMPANY will prepare and submit an ESR package to IDOT for processing, review and clearance. Any areas within the project limits, but outside the State's ROW, not covered by the ESR (if any) will be reviewed/evaluated by COMPANY via an ECOCAT process.

The following is a summary of the environmental resources and anticipated involvement for this project:

1. Wetlands – Based upon the latest DuPage County mapping, no wetlands are located within the project corridor. No impacts are anticipated.
2. Special Waste – IDOT will investigate the IL 19 ROW to document any potential sources of contamination, such as, Potentially Impacted Properties (PIPs) and/or Recognized Environmental Conditions (RECs). Findings will be documented in a Preliminary Environmental Site Assessment (PESA) developed by IDOT.

If IDOT does not include areas outside of the IL 19 ROW for review, although included in our project limits, for Special Waste, COMPANY or AGENT of COMPANY (Environmental Subconsultant) will perform a review/assessment of all areas beyond the IL 19 ROW for Special Waste. It is anticipated this documentation will be required by the Clean Construction and Demolition Debris (CCDD) act/ordinance during construction. Findings will be documented in a Preliminary Environmental Site Assessment (PESA) developed by COMPANY or Environmental Subconsultant. If there are any PIPs or RECs discovered within project limits and the special waste review determines that additional research and/or a subsurface investigation and documentation are required, these services will be completed by COMPANY or an Environmental Subconsultant. COMPANY will develop earthwork calculations at up to four (4) locations where RECs are identified. For the purposes of this AGREEMENT, it is assumed that laboratory analysis will be completed on no more than two 2 soil borings.

3. Social/Economic – No impacts anticipated.
4. Cultural - No impacts anticipated.
5. Air Quality – Project will be exempt. Air quality involvement is not included for this scope type. No impacts anticipated.
6. Noise – There are no additional through lanes of traffic being proposed as part of the project. A traffic noise study is not included/required. No impacts.
7. Natural Resources – Limited, no impacts are anticipated at this time; however, any trees to be removed will be replaced on a one-to-one basis where feasible. The type, structure, and/or health of the trees will not be collected.
8. Biological/Threatened and Endangered (T&E) Species – There are no anticipated impacts to any T&E species and coordination with IDNR is not anticipated. No impacts.

9. Floodplains - There are no floodplains within the corridor. No impacts.

G. Public Involvement

COMPANY will assist the CLIENT in public involvement activities. Public involvement increases the prospects for consensus amongst project stakeholders and reduces the probability of project delays and litigation and will inevitably lead to improved planning and engineering.

COMPANY will prepare for and attend one (1) open house Public Information Meeting (PIM). COMPANY anticipates that the PIM will be an “in person meeting” and held at City Hall prior to a Council meeting, possibly 4 p.m. – 6 p.m. (details regarding the PIM can be worked through at the project kickoff meeting).

Public Information Meeting

1. CLIENT will provide a mailing list of adjacent property owners and/or potentially interested parties to COMPANY. The mailing list will be used for the PIM invitation/announcement, property owner post cards will be mailed to those directly or generally affected or interested in the project. The initial mailing list will have up to 60 stakeholders.
2. Has been assumed that the CLIENT will provide notice of the meeting on their website and no advertisement is desired to be placed in local newspapers.
3. For the PIM, COMPANY will send public notifications to residents and businesses whose property is adjacent to the project corridor.
4. COMPANY will develop and provide one (1) set of exhibits consisting of boards with aerial views to show existing conditions and proposed improvements.
5. Has been assumed that there will be no comments received that will require written responses and COMPANY will not respond to any comments.

2.2 Final Engineering

COMPANY will prepare Phase II contracts plans, special provisions, and other related documents for the improvements as described below. The contract plans will be developed accordance with IDOT MFT format.

A. Cover Sheet

The cover sheet will include job information, location map, and CLIENT signature.

B. General Notes, Index of Sheets, and Highway Standards

Standard IDOT list of general notes will be utilized. Highway Standard numbers, with revisions and titles, will be included.

C. Summary of Quantities

The Summary of Quantities sheets will be developed using current IDOT pay items and code numbers. This task will also include the calculation of contract quantities. It has been assumed there will be up to 100 pay items.

D. Typical Sections

Existing and proposed typical sections will be developed for the roadways. It is assumed that there will be one (1) sheet of existing and two (2) sheets of proposed typical sections.

E. Schedules of Quantities

A breakdown of major items will be included in the schedules of quantities. Tables will include pay item numbers and titles, locations, stations, and quantities. It has been estimated that up to 10 pay items will be scheduled.

F. Alignment and Ties

Alignment and ties sheet will be developed for the project limits. Information to be shown includes curve data, alignment coordinates, and benchmarks. Alignment and tie plans will be prepared at 1" = 100' scale.

G. Maintenance of Traffic

Maintenance of traffic plans and details will be developed. It is anticipated that up to two (2) stages of construction will be required. Access to active properties will be maintained during construction.

Plans will be prepared at 1" = 50' scale. Separate sheets for general construction staging notes will be provided, while specific staging notes and the legend will be placed on all MOT sheets as applicable. Construction guide signing will be depicted on the MOT plans in accordance with the MUTCD and IDOT guidelines. No detour will be required to implement this improvement.

H. Removal Plans

Removal plans will be prepared that will detail all items proposed for removal. The sheets will be at 1" = 50' scale and be double-paned, detailing existing conditions and removals in each view.

I. Roadway Plan and Profile

The plan and profile sheets developed as part of the Preliminary engineering will be utilized for the contract plan development. Additional details, callouts, and notation will be added to the plans for clarification.

J. Erosion Control Plans

The project corridor is developed and there are limited sensitive areas within the project limits. It will be necessary to ensure that any runoff is filtered prior to leaving the IDOT ROW. An erosion control plan will be prepared for construction. Erosion control measures and best management practices will include silt fence or filter socks, temporary seeding, and mulching as needed. The erosion control plans (1" = 50' scale) will be prepared for the project limits and consist of double-paned plan view drawings detailing temporary erosion control measures.

K. Drainage and Utilities Plans

The proposed drainage system will be designed based on the drainage design information completed as part of the Preliminary engineering. All roadways will consist of curb and gutter sections with storm sewer for drainage.

It is anticipated that Drainage and Utilities within MicroStation will be used for modeling with the Rational Method. A 10-year frequency storm will be used for design and the system will be checked for the 100-year storm event.

The conveyance capacity of the storm sewer laterals will be checked to ensure there is adequate capacity to convey water to the main drain sewer and the laterals will be added to the main drain modeling.

1. Inlet Spacing Design:

Inlet spacing and encroachment calculations will be completed along curb and gutter sections and in the swale areas. Based on the proposed roadway geometry, COMPANY will calculate the required inlet spacing for a 10-year design storm event using the encroachment guidelines from the IDOT Drainage Manual.

2. Utility Conflict Identification:

COMPANY will review existing and proposed utilities and create a utility conflict chart for utility crossing locations. This chart will be for both franchise utilities as well as City utilities. The conflict locations will be used to coordinate with utility companies and complete IDOT's Status of Utilities special provision.

3. Drainage Plan and Profiles:

The drainage information will be shown on the Drainage Plan and Profile sheets at 1" = 50' scale. The sheets will be double-paned detailing proposed drainage improvements in the plan view. The profile view will include the proposed drainage facilities at their various depths.

4. Drainage Structure and Pipe Tables:

Drainage Structure and Pipe Tables will be provided to detail the information (type, size, station, invert, quantities, etc.) pertaining to the proposed drainage appurtenances.

L. Intersection Details

Intersection detail sheets will be prepared for three (3) locations which include IL 19 at Central Avenue, IL 19 at Hemlock Avenue, Central Avenue at southern alley. The intersection details will be developed at 1" = 20' scale. The sheets will include station/elevation call outs at critical locations and the proposed improvements.

M. ADA Ramp Details

ADA ramp details will be prepared for all ramp locations along the sidewalk locations listed below. Ramps will not be installed at commercial or private entrances, only at local side streets. The details will be prepared in accordance with the latest IDOT details and guidelines/requirements. The plans will be developed at 1" = 20' scale. Based on existing topography it is anticipated that all ramps will meet ADA standards and not require the completion of Maximum Extent Practicable (MEP) forms; however, for the purposes of this AGREEMENT, budget has been included for COMPANY to complete up to two (2) MEP forms. The ADA ramps include the following 15 locations:

1. IL 19 at Catalpa Avenue – 1 Ramp
2. IL 19 at Central Avenue – 8 Ramps

3. IL 19 at Hemlock Avenue – 2 Ramps
4. Central Avenue at Alleys – 4 Ramps

N. Pavement Marking and Signing

Pavement markings and signing will be combined on one (1) set of plan sheets at 1" = 50' scale. They will consist of a double-paned plan view, detailing pavement markings, raised reflective markers, and roadway signage.

O. Landscaping and Restoration

The landscaping improvements will be comprised of only the restoration of disturbed areas with sod and/or seed, and tree replacement. It has been assumed that no enhanced landscaping will be proposed. The landscaping and restoration plans will be at 1" = 50' scale and consist of a double-paned plan view detailing the restoration and landscaping items. If enhanced aesthetic landscaping is desired, it can be added as a supplement to this contract.

P. Traffic Signals

A new traffic signal will be installed at the IL 19 at Central Avenue intersection. The work will include design of one (1) new traffic signal. There is no existing traffic signal interconnect located within the project limits, but there is interconnect located east and west of the project limits. It has been assumed that IDOT will require that that this intersection be interconnected to the Wood Dale Road intersection.

Q. Roadway Lighting

The corridor currently has existing light poles along IL 19 which are located within the parkways along the outside edges of pavement. It has been assumed that two (2) existing light poles will be in conflict with proposed improvements and required to be relocated. The light pole relocation design, plans, specifications, and related services will be completed by a subconsultant, AMES Engineering, Inc. (AMES).

R. Cross-Sections

It has been anticipated that cross sections along IL 19, Central Avenue North, and Hemlock Avenue will not be required since there will be no pavement widening.

S. Miscellaneous Details

Task will include the development of miscellaneous roadway and drainage details and management of CLIENT and IDOT Standard Details.

T. Pavement Design

It has been anticipated that full depth HMA pavement will be utilized for all new pavements. Standard CLIENT pavement design will be utilized on Central Avenue-South and/or northern alley unless it is desired to use concrete for this access facility. Thus, COMPANY does not anticipate needing to do a pavement design analysis.

U. Base Sheets and File Management

Task will include the development of miscellaneous base sheets required for the contract documents. Additional work will include management and exchange of CADD files and PDFs with subconsultants.

V. Submittals

During the development of the contract plans and specifications, COMPANY will make three (3) submittals: preliminary (70%), pre-final (90%), and final (100%). The preliminary submittal will be made to CLIENT for initial review and comment. The pre-final and final submittals will be made to CLIENT, IDOT, and utilities. Comments received will be addressed and a disposition of comments will be prepared and submitted with subsequent submittals.

1. Submittals (70%, 90%, 100%)
 - a. Cover Sheet (1)
 - b. Index/General Notes/Standards (2)
 - c. Summary of Quantities (3)
 - d. Typical Sections (3)
 - e. Alignment and Ties (100 scale) (1)
 - f. Maintenance of Traffic – Notes, Typical Sections and Plans (50 scale) (3)
 - g. Removal Plans (50 scale) (2)
 - h. Plan and Profile Sheets (50 scale) (3)
 - i. Erosion Control Plans (50 scale) (1)
 - j. Drainage Plan and Profile Sheets (50 scale) (3)
 - k. Drainage Schedules (1)
 - l. Intersection Details (20 scale) (3)
 - m. ADA Ramp Details (20 scale) (8)
 - n. Pavement Marking and Signing Plans (50 scale) (1)
 - o. Landscaping and Restoration Plans (50 scale) (1)
 - p. Traffic Signal Plans (20 scale) (13)
 - q. Roadway Lighting Relocation Plans and Details (50 scale) (4)
 - r. Miscellaneous Details (4)
 - s. IDOT Standard Details (8)
 - t. Contract Documents
 - u. EOPC
 - v. Estimate of Time

COMPANY will submit the following to CLIENT and IDOT for review and comment:

- a. Five (5) 11" x 17" paper copies of the contract plans
- b. Five (5) copies of the contract documents
- c. Four (4) copies of the EOPC
- d. Four (4) copies Estimate of Time

COMPANY will also submit a PDF copy of contract plans to utility companies for review.

2.3 Contract Documents

- A. COMPANY will prepare the following contract documents (as applicable) for inclusion in the pre-final, and final submittals:
 1. MFT Forms
 2. Supplemental Specifications and Recurring Special Provisions
 3. Project Specific Special Provisions
 4. CLIENT Special Provisions

5. BDE and BLR Special Provisions

- B. COMPANY will prepare an EOPC for submittal to CLIENT at the pre-final (90%), and final (100%) milestones.
- C. COMPANY will prepare an Estimate of Time (EOT) for submittal to CLIENT at the final (100%) milestone.

2.4 Permitting

Regulatory agency coordination will be required to determine if any permits will be necessary to construct this project.

A. DuPage County Storm Water

This project will include the construction of additional impervious area (pavement and sidewalks) and impact the existing drainage system within the corridor. Has been assumed that CLIENT will issue their own Stormwater permit and coordination with DuPage County Stormwater will not be required.

B. NPDES Permit

It is assumed that disturbance will be less than one (1) acre (not including the redevelopment site); so a National Pollutant Discharge Elimination System (NPDES) permit will not be required.

2.5 Geotechnical Services

Geotechnical investigations will be required for the project. It has been assumed that there will be no substantial pavement widening along IL 19 and IDOT will not require Geotechnical Report. It is anticipated that soil borings will be taken along the new southern Central Avenue extension and in addition various pavement cores through the project. A couple of the various locations will be in the northern and southern alleys to verify pavement thickness and condition. The geotechnical engineering services will be provided by Midland Standard Engineering & Testing, Inc.

2.6 Utility Coordination

COMPANY will continue to coordinate with franchise utility companies as part of the Design engineering. The pre-final and final plans will be sent to the various franchise utility companies having facilities within the project corridor to review the proposed improvements to determine if there are any conflicts that need to be addressed prior to construction for either the water main or roadway contracts. COMPANY will review CLIENT utility information (atlas, GIS, etc.) to determine if any CLIENT utilities are impacted (water main, sanitary sewer, etc.) A Utility coordination meeting is also proposed and detailed under the Meetings and Coordination task (2.7). If the CLIENT desires, duct work bundle packages can be buried within the project limits setting up the area of IL 19 for future 5G/Small Cell implementation along the IL 19 corridor.

2.7 Meetings and Coordination

COMPANY will attend the following meetings and field checks:

- A. CLIENT Meetings - Status/coordination meetings will be held to discuss the project. These meetings may take place at CLIENT's office or virtually.
 - 1. CLIENT – Coordination/Status - 10 meetings (2 people)

2. CLIENT – City Council Meetings - two (2) meetings (2 people)
- B. Agency and Stakeholder Meetings – Status/coordination meetings will be held to discuss the project. These meetings may take place at CLIENT’s office, project site or virtually.
 1. DEVELOPER - five (5) meetings (2 people)
 2. IDOT – one (1) meeting (2 people)
 3. Various Agencies – examples: USACE, IDNR, IEPA - five (5) meetings (2 people)
 4. Property Owners – Status – two (2) meeting – (2 people)
 5. Utilities - Coordination meeting - one (1) meeting (2 people)
- C. Field Checks
 1. One (1) field check (2 people)
- D. Project Coordination and Correspondence

COMPANY will conduct general coordination throughout the project with CLIENT, IDOT, businesses, residents, various other stakeholders, and any utility companies having facilities within project limits. This item includes, but is not limited to letters, telephone and e-mail correspondence, and the filing of information. This item also includes meeting preparation and/or potentially exhibits (as needed), the composition of meeting minutes for distribution to meeting attendees, and travel time to and from the meetings.

2.8 MFT Coordination and Bidding Services

COMPANY will coordinate the MFT review and approval through IDOT Bureau of Local Roads and assist the CLIENT in the bidding process. The following task are included:

- A. Completion of the necessary MFT forms and coordination with IDOT for their approval.
- B. COMPANY will prepare the Computer Data form and schedule the advertisement dates though IDOT District One as well as the local newspaper. CLIENT will be responsible for costs associated with advertisement. CLIENT will be responsible for placing the bid information on their website if they so choose.
- C. COMPANY will prepare reproducible plans and bidding documents (if/as needed) or can set this up for electronic/pdf plan downloads if preferred and respond to questions during the bidding process.
- D. At the bid opening, CLIENT will open and read aloud the results of each Contractor’s bid and announce an apparent low bidder. COMPANY will attend the bid opening to assist CLIENT with clarifying bidding information and answer questions.
- E. Following the bid opening, COMPANY will examine the bid documents and perform calculation checks of each Contractor to confirm the low bidder and generate bid tabulations. COMPANY will generate a Letter of Recommendation for lowest qualified bidder.
- F. COMPANY will coordinate with the low bidder and obtain the executed Contract and Contract Bond documents from the Contractor.
- G. COMPANY will combine and prepare the completed Contract documents and submit to CLIENT for execution and approval from the City Council.

2.9 Post Contract Coordination

The post contract coordination will include attendance at meetings and coordination with CLIENT and contractors as detailed below.

A. IL 19 at Central Avenue Contract

1. COMPANY will attend Preconstruction Meeting led by CLIENT (1 person)
2. COMPANY will provide copies of CADD files, quantity calculations, and documents requested by the RE and Contractor.
3. COMPANY will review and respond to contractor Request for Information (RFI). It has been assumed that there will be up to 3 RFIs. Plans will be revised if necessary to reflect changes and plans provided for distribution.

2.10 Quality Assurance / Quality Control

Quality Assurance and Quality Control (QA/QC) will be provided in accordance with COMPANY's current Quality Manual (QM), which outlines processes for project planning, including design input, outputs, review and verification. Constructability reviews (by COMPANY construction personnel) will also be completed prior to milestone plan submittals.

2.11 Administration

COMPANY will conduct general project administration throughout the duration of the project, including management and oversight of the project schedule; periodic review of the project execution; document control; scope, schedule and budget monitoring; billing and invoicing; and contract file management.

3.0 Deliverables and Schedules Included in this Agreement

3.1 The following deliverable(s) will be generated for this project and are included in this AGREEMENT:

A. Preliminary Engineering Deliverables

1. Typical Sections (existing and proposed), and Plan and Profiles
2. Aerial Exhibit and PIM exhibits
3. One (1) IDS and associated exhibits/documentation
4. Location Drainage Technical Memorandum
5. Project Summary/Tech Report
6. Preliminary EOPC

B. Final Engineering Deliverables

1. Roadway Plans, Specifications, Estimates, and bid package/documents.

3.2 Project Schedule

COMPANY understands that this is a critical project to the CLIENT and the work will be completed in timely fashion. The project schedule includes the following estimated target dates:

A. Notice to Proceed

1. May 15, 2023

- B. Preliminary Engineering
 - 1. Intersection Design Study
 - a. Initial Submittal – June 2023 (dependent upon IDOT review/approval of the previously submitted Traffic Study)
 - b. Second Submittal - November 2023 (dependent upon IDOT review)
- C. Final Engineering
 - 1. Preliminary Contract Plans – August 2023 (dependent upon IDOT review of the initial Intersection Design Study)
 - 2. Pre-final Contract Plans – November 2023 (dependent upon IDOT approval of the Intersection Design Study)
 - 3. Final Contract Plans – February 2024
 - 4. Contract Bidding – April 2024 (based upon final IDOT approval and ROW acquisition)
- D. Construction
 - 1. Construction – April 2024 to November 2024. Further discussion required with CLIENT to lock into a letting date. ROW will be a driving factor.
- E. ROW Acquisition (Not included in this Contract)
 - 1. Determination of ROW/Easement Requirements – October 2023
 - 2. Plat of Highways – November 2023 to December 2023
 - 3. ROW Acquisition Services - Appraisals, Review Appraisals and Negotiations – December 2023 to April 2024 (optimistic and aggressive, this may not be possible).

This schedule was prepared to include reasonable allowances for review and approval times required by CLIENT and public authorities/agencies having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- 1. On-site design
- 2. Building Interiors
- 3. Hydrographic/Bathymetric Survey
- 4. Railroad Permit/License
- 5. Tree Identification Survey
- 6. Plat of Survey/Topography
- 7. ROW Acquisition Services
- 8. Traffic Modeling
- 9. Traffic Signal Warrant Analyses
- 10. Traffic Impact Study for proposed Development (northeast corner of Central/IL 19)
- 11. Floodplain and/or Floodway Analyses
- 12. Compensatory Storage Calculations
- 13. Drainage Investigations (beyond that included above)

14. Studies and/or coordination related to Social/Economic, Agricultural, Cultural, Air Quality, or Special Lands resources/impacts
15. Noise Study
16. Biological/T&E species impacts/mitigation
17. Website development/maintenance
18. Meeting rental facility fees
19. Newspaper advertisement fees for the PIM
20. Specialty landscaping and/or irrigation plans
21. Construction Observation/Construction Layout

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

1. Geotechnical – Midland Standard Engineering & Testing, Inc.
2. Lightning – AMES Engineering, Inc.
3. Possibly Special Waste/Environmental (TBD)

6.0 Client Responsibilities

1. Provide site development concept plan and other pertinent information.
2. Provide City Utility Atlases and GIS information as needed.
3. Review documents, reports, exhibits, presentations, letters, etc. in a timely manner so as not to negatively impact the project schedule.
4. Provide use of City Hall as site for PIM (date TBD)

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY salaried rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.



7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the AGREEMENT. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee detailed on Exhibit A.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY'S services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors,

sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its

ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction

contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.



8.26 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

8.27 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.28 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.29 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Ron Krall

Approved by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

CITY OF WOODDALE

Accepted by: _____



Printed/Typed Name: _____

Title: _____ Date: _____

Local Public Agency

Wood Dale

County

DuPage

Section Number

Consultant / Subconsultant Name

HR Green, Inc.

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE **181.58%**

COMPLEXITY FACTOR **0**

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Data Review	10	473	859	\$4,809.10	156		6,297	2.95%
Land Surveying Services	156	7,245	13,155		2,391		22,791	10.66%
Preliminary Design Studies	178	8,739	15,868		2,884		27,491	12.86%
Location Drainage Technical Memorand	114	5,695	10,341		1,879		17,915	8.38%
Utility Coordination	9	477	866		157		1,500	0.70%
Environmental Studies	26	1,151	2,090		380	7,500	11,121	5.20%
Public Involvement - Council Meeting	22	1,221	2,216		403		3,840	1.80%
City Design Summary Package	12	612	1,111		202		1,925	0.90%
Contract Plans	374	15,672	28,457		5,172	4,000	53,301	24.93%
Specifications and Estimates	67	4,024	7,307		1,328		12,659	5.92%
Geotechnical Services	2	131	238		43	5,000	5,412	2.53%
Utility Coordination	12	612	1,112		202		1,926	0.90%
Meetings and Coordination	80	5,389	9,785		1,778		16,952	7.93%
Bidding Services	28	1,567	2,845		517		4,929	2.31%
Post Contract Coordination	29	1,690	3,068		558		5,316	2.49%
QA/QC	47	3,366	6,111		1,111		10,588	4.95%
Administration & Management	24	1,437	2,610		474		4,521	2.11%
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Subconsultant DL					5,286		5,286	2.47%
TOTALS	1190	59,501	108,039	4,809	24,921	16,500	213,770	100.00%

167,540



REQUEST FOR COMMITTEE ACTION

Referred to Committee: February 9, 2022
Subject: Tall Oaks Detention Basin Retrofit
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: Approval of an Agreement between the City of Wood Dale and Resource Environmental Solutions, LLC for the Tall Oaks Detention Basin Retrofit Project in an Amount Not to Exceed \$389,643.68

RECOMMENDATION:

Staff Recommends Approval of an Agreement between the City of Wood Dale and Resource Environmental Solutions, LLC for the Tall Oaks Detention Basin Retrofit Project in an Amount Not to Exceed \$389,643.68.

BACKGROUND:

By a previous licensing agreement between the City of Wood Dale and the Tall Oaks Condominium Association, the City is responsible for the maintenance and repair of the storm water detention basin located near the intersection of Potter Street and Catalpa Avenue in Ward 1. The basin has experienced significant sedimentation through the years which has resulted in reduced capacity for storm water detention. Likewise, overgrowth of invasive species near the outfalls of the basin located within the Metra right-of-way has resulted in a lack of positive drainage causing the basin to remain saturated long after rain events making routine maintenance difficult. The City previously retained HR Green to design improvements for the basin and apply for various grants to help fund the project. The design aims to naturalize the basin, adding forebays and native plant species to improve storm water quality and detention capabilities, and provide enhanced community aesthetics and interaction. Funding was received from both the Water Quality Improvement Program as well as the American Rescue Plan Act administered by DuPage County. Furthermore, the City is closing in on an agreement with Metra to improve the drainage along their right-of-way to support the project. Additionally, the rain garden located at Potter Street and Pine Avenue east of the basin has experienced similar issues. A bid alternate was added to make improvements to this location as well.

ANALYSIS:

A bid opening was held on January 31, 2023. Six bids were received and reviewed, and RES was deemed to be the lowest responsive, responsible bidder. The engineer's estimate of probable cost for the project was \$436,075.50 (base bid). The City has been awarded both a Water Quality Improvement Program and American Rescue Plan Act grant through DuPage County. The funding is based on percentages of eligible best management practices (BMP) costs and is not to exceed \$310,110.

\$184,741 has been budgeted from the Capital Projects Fund in the FY 24 CIP for the City's share of construction costs related to this project.

DOCUMENTS ATTACHED

- ✓ HR Green Recommendation Letter & Bid Tabulation
- ✓ RES Bid Packet
- ✓ ARPA Grant Application Project Description



▷ 1391 Corporate Drive | Suite 203 | McHenry, IL 60050
Main 815.385.1778 + Fax 815.385.1781

▷HRGREEN.COM

February 3, 2023

Mr. Alan Lange
City of Wood Dale
Director of Public Works
404 N. Wood Dale Road
Wood Dale, Illinois 60191

RE: Tall Oaks Detention Basin Retrofit
Recommendation for Award
HRG Project No. 211545.01

Dear Mr. Lange, :

The City of Wood Dale received six (6) bid proposals for Tall Oaks Detention Basin Retrofit Project at the bid opening on January 31st, 2023. The improvements consist of earthwork, sewer cleaning, storm sewer modifications, restoration with native perennials, tree planting and three years of monitoring and maintenance of two existing detention basins. The project consisted of a base bid for retrofitting and maintaining the basin at Potter Street and Catalpa Avenue and a bid alternative for improving and maintaining the basin at Potter Street and Pine Lane.

The six (6) bids (base bid + the bid alternative) ranged in price from a low bid of \$389,643.68 submitted by Resource Environmental Solutions LLC (RES), to a high bid of \$614,269.30 submitted by Schroeder Asphalt, Inc., and represents competitive pricing for work of this nature. We have analyzed the bid documents and checked them for accuracy and find RES. to be the qualified and the lowest bidder. I have worked with RES on many past projects and have been pleased with their quality of work.

HR Green recommends award of the contract to Resource Environmental Solutions LLC., for construction of the base bid and bid alternative in the amount of \$389,643.68. The Engineer's Opinion of Probable Cost (EOPC) for this work was \$436,075.50.

As with all unit price contracts, the final project amount will be determined after completion of the work. Please call if you have any questions.

Sincerely,

HR GREEN, INC

Logan Gilbertsen, P.E., CFM
Project Manager, Water Resources

LG/tcn

Enclosure: Bid Tabulation

cc: Mr. Ron Krall, HR Green, Inc. .

\\hrgreen.com\HRG\Data\2021\211545.01\Design\Bid\Bids_Received\ltr-Recommendation_RES-020323.docx



**CITY OF WOOD DALE
PUBLIC WORKS DEPARTMENT
PROJECT DOCUMENTS**

Date of Bid Opening: January 31, 2023

Tall Oaks Detention Basin Retrofit Project

- ADDENDUM #1 ACKNOWLEDGEMENT
- ADDENDUM #2 ACKNOWLEDGEMENT
- ADDENDUM #3 ACKNOWLEDGEMENT
- ADDENDUM #4 ACKNOWLEDGEMENT

(Check boxes and return with bid)



Local Public Agency Formal Contract Proposal



COVER SHEET

Proposal Submitted By:			
Contractor's Name			
HGS, LLC dba RES Environmental Operating Company, LLC*			
Contractor's Address		City	State
33 North Dearborn Street, Suite 320		Chicago	IL
		Zip Code	60602

STATE OF ILLINOIS

Local Public Agency	County	Section Number
City of Wood Dale	DuPage	
Route(s) (Street/Road Name)	Type of Funds	
Tall Oaks Detention Basin	Local/County	

Proposal Only Proposal and Plans Proposal only, plans are separate

Submitted/Approved
For Local Public Agency:

For a County and Road District Project	
Submitted/Approved	
Highway Commissioner Signature	Date
<input type="text"/>	<input type="text"/>
Submitted/Approved	
County Engineer/Superintendent of Highways	Date
<input type="text"/>	<input type="text"/>

For a Municipal Project	
Submitted/Approved/Passed	
Signature	Date
<input type="text"/>	<input type="text"/>
Official Title	
<input type="text"/>	

Department of Transportation	
Released for bid based on limited review	
Regional Engineer Signature	Date
<input type="text"/>	<input type="text"/>

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

*HGS, LLC dba RES Environmental Operating Company, LLC is a wholly-owned subsidiary of Resource Environmental Solutions, LLC

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Wood Dale	DuPage		Tall Oaks Detention Basin

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Wood Dale City Hall
 404 N. Wood Dale Road, Wood Dale, IL 60191
 Address until 10:00am on 01/31/23
 Name of Office Time Date

Sealed proposals will be opened and read publicly at the office of Wood Dale City Hall
 404 N. Wood Dale Road, Wood Dale, IL 60191
 Address at 10:00 AM on 01/31/23
 Name of Office Time Date

DESCRIPTION OF WORK

Location	Project Length
Tall Oaks Detention Basin located at Potter Street and Catalpa Lane	

Proposed Improvement
 The work shall include, but not be limited to, detention basin retrofitting by grading and shaping of an existing detention basins to elevations shown on the plans (no net haul off anticipated from the site), landscaping with native trees, perennial plan plugs and seed, placement of stone in the low flow channel, installation of new storm sewer structures, monitoring and maintenance, cleaning of existing storm sewers, and all incidental and collateral work necessary to complete the project as described herein.

1. Plans and proposal forms will be available in the office of
 Electronically distributed

2. Prequalification
 If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (BLR 12201)
 - c. Proposal Bid Bond (BLR 12230) (if applicable)
 - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for

opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Wood Dale	DuPage		Tall Oaks Detention Basin

PROPOSAL

1. Proposal of HGS, LLC dba RES Environmental Operating Company, LLC
Contractor's Name
33 North Dearborn Street, Suite 320 Chicago, IL 60602
Contractor's Address
2. The plans for the proposed work are those prepared by HR Green, Inc.
and approved by the Department of Transportation on NA
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by November 1, 2020 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Ms. Sandra Porch Treasurer of City of Wood Dale.
The amount of the check is 5% Bid Bond (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Wood Dale	DuPage		Tall Oaks Detention Basin

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Wood Dale	DuPage		Tall Oaks Detention Basin

SIGNATURES

(If an individual)

Signature of Bidder	Date	
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature	Date	
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

--

~~(If a corporation)~~ Limited Liability Company

Corporate Name		
HGS, LLC dba RES Environmental Operating Company, LLC		
Signature	Date	
	1/30/2023	
Title		
General Manager-Midwest		
Business Address		
33 North Dearborn Street, Suite 320		
City	State	Zip Code
Chicago	IL	60602

Insert Names of Officers

President
Roger Wiederhekr, Interim CEO

Attest:

Janis Jensen

Secretary

Secretary

Sam Burley, Secretary/ General Counsel

~~Treasurer~~

Lorne Phillips, CFO



Local Public Agency	County	Street Name/Road Name	Section Number
City of Wood Dale	DuPage	Potter Street Basin	

I, Lucas Lilly of Chicago, IL,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the General Manager-Midwest of HGS, LLC dba RES Environmental Operating Company, LLC
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, HGS, LLC dba RES Environmental Operating Company, LLC, will maintain a business office in the
Bidder
 State of Illinois, which will be located in Kane County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature	Date
	1/30/2022
Print Name of Affiant	
Lucas Lilly	

Notary Public

State of ~~IL~~ WI
 County Rock

Signed (or subscribed or attested) before me on 1/30/2023 by
(date)

Lucas Lilly, authorized agent(s) of
(name/s of person/s)
HGS, LLC dba RES Environmental Operating Company, LLC
Bidder



(SEAL)

Signature of Notary Public

My commission expires 9-18-25



BID SCHEDULE

TALL OAKS DETENTION BASIN RETROFIT PROJECT – BASE BID

	PAY ITEM #	ITEM DESCRIPTION	UNITS	QTY ^{Base} _{Bid}	UNIT PRICE	AMOUNT ^{BASE} _{BID}
1	Z0013798	CONSTRUCTION LAYOUT	LSUM	1	\$4,500.00	\$4,500.00
2	67100100	MOBILIZATION	LSUM	1	\$17,600.00	\$17,600.00
3	X0322671	TEMPORARY CONSTRUCTION ENTRANCE	SQ YD	67	\$54.00	\$3,618.00
4	X0323377	DUST CONTROL/PVMT CLEANING/E.C. MAINT. & MONITORING	L SUM	1	\$2,600.00	\$2,600.00
5	XX008404	AS-BUILT SURVEY (BASIN) & RECORD DRAWINGS	LSUM	1	\$3,400.00	\$3,400.00
6	70101700	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$2,600.00	\$2,600.00
7	20101100	TREE TRUNK PROTECTION	EACH	4	\$330.00	\$1,320.00
8	X2010510	CLEARING AND GRUBBING	ACRE	0.13	\$5,200.00	\$676.00
9	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNITS	6	\$66.00	\$396.00
10	28000500	INLET AND PIPE PROTECTION	EACH	4	\$278.00	\$1,112.00
11	28000305	TEMPORARY DITCH CHECKS	FOOT	50	\$5.12	\$256.00
12	28000400	PERIMETER EROSION BARRIER	FOOT	1,354	\$4.12	\$5,578.48
13	X0426200	DEWATERING	L SUM	1	\$17,400.00	\$17,400.00
* 14	20200100	EARTH EXCAVATION - GRADING	CU YD	862	\$24.00	\$20,688.00
** 15	21101505	TOPSOIL EXCAVATION AND PLACEMENT - 6"	CU YD	1,416	\$21.00	\$29,736.00
16	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	20	\$45.00	\$900.00
17	44004000	PAVED DITCH REMOVAL	FOOT	200	\$8.00	\$1,600.00
18	X0322936	REMOVE EXISTING FLARED END SECTION	EACH	2	\$480.00	\$960.00
19	60500050	REMOVING CATCH BASINS	EACH	1	\$2,700.00	\$2,700.00
20	63300575	REMOVE AND REERECT RAIL ELEMENT OF EXISTING GUARDRAIL	FOOT	32	\$60.00	\$1,920.00
21	SPECIAL	STONE - NATURAL COBBLES 4" - 12"	SQ YD	571	\$98.00	\$55,958.00

*Earthwork quantity corrected. Addendum #2 BS - 1 of 3
**Addendum #4 Topsoil QTY updated



City of Wood Dale
Tall Oaks Detention Basin Retrofit Project – BID SCHEDULE

	PAY ITEM #	ITEM DESCRIPTION	UNITS	QTY Base Bid	UNIT PRICE	AMOUNT BASE BID
22	SPECIAL	STONE - NATURAL BOULDERS PLACEMENT ONLY	EACH	20	\$66.00	\$1,320.00
23	X5537900	STORM SEWERS TO BE CLEANED 15"	FOOT	316	\$29.00	\$9,164.00
24	54213663	PRECAST REINFORCED CONCRETE FLARED END SECTION (15" RCP)	EACH	1	\$7,600.00	\$7,600.00
25	54213672	PRECAST REINFORCED CONCRETE FLARED END SECTION (27" RCP)	EACH	1	\$4,800.00	\$4,800.00
26	54213675	PRECAST REINFORCED CONCRETE FLARED END SECTION (30" RCP)	EACH	1	\$4,900.00	\$4,900.00
27	K0012950	HERBICIDE SPRAYING	ACRE	2.04	\$840.00	\$1,713.60
28	25000115	SEEDING, CLASS 1B	ACRE	0.43	\$6,748.00	\$2,901.64
29	K1005421	SEEDING - (NATIVE VEGETATION SPECIAL) - WET PRAIRIE	ACRE	0.90	\$6,228.00	\$5,605.20
30	K1005422	SEEDING - (NATIVE VEGETATION SPECIAL) - WET MESIC PRAIRIE	ACRE	0.41	\$6,036.00	\$2,474.76
31	K1005421	SEEDING - (NATIVE VEGETATION SPECIAL) - MESIC PRAIRIE	ACRE	0.45	\$6,061.00	\$2,727.45
32	25100115	MULCH, METHOD 2	ACRE	2.04	\$1,020.00	\$2,080.80
33	25100125	MULCH, METHOD 3	ACRE	0.43	\$7,000.00	\$3,010.00
34	25100630	EROSION CONTROL BLANKET, S75-BN	SQ YD	4,100	\$1.78	\$7,298.00
35	25100635	HEAVY DUTY EROSION CONTROL BLANKET, SC150-BN	SQ YD	4,333	\$2.44	\$10,572.52
36	A2006520	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	13	\$580.00	\$7,540.00
37	A2007620	TREE, TAXODIUM DISTICHUM (COMMON BALD CYPRESS), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	2	\$537.00	\$1,074.00
38	A2006618	TREE, QUERCUS IMBRICARIA (SHINGLE OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	5	\$596.00	\$2,980.00
39	A2007120	TREE, QUERCUS RUBRA (RED OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	2	\$565.00	\$1,130.00
40	K0013060	PERENNIAL PLANTS, WET PRAIRIE PLUGS	EACH	5,610	\$4.09	\$22,944.90
41	K0013030	PERENNIAL PLANTS, WETLAND EMERGENT PLUGS	EACH	2,910	\$4.16	\$12,105.60
42	42300100	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	2,324	\$17.00	\$39,508.00
43	SPECIAL	EDUCATIONAL SIGNS	EACH	3	\$3,000.00	\$9,000.00
44	X0327120	MONITORING AND MAINTENANCE	YEAR	3	\$6,000.00	\$18,000.00
45	Z00486665	RAILROAD PROTECTIVE LIABILITY INSURANCE	LSUM	1	\$2,520.00	\$2,520.00
★	SPECIAL	RAILROAD FLAGGER	LSUM	1	\$11,800.00	\$11,800.00

*Railroad flagger added. Addendum #2 BS - 2 of 3

Bid Schedule



TALL OAKS DETENTION BASIN RETROFIT PROJECT – BID ALTERNATIVE

	PAY ITEM #	ITEM DESCRIPTION	UNITS	QTY BID ALT #1	UNIT PRICE	AMOUNT BID ALTERNATE
1	SPECIAL	TREE PRUNING	LSUM	1	\$200.00	\$200.00
2	21400100	GRADING AND SHAPING DITCHES	FOOT	125	\$32.00	\$4,000.00
3	SPECIAL	STONE - NATURAL BOULDERS PLACEMENT ONLY	EACH	12	\$108.00	\$1,296.00
4	K0012950	HERBICIDE SPRAYING	ACRE	0.20	\$2,400.00	\$480.00
5	K1005421	SEEDING - (NATIVE VEGETATION SPECIAL) - MESIC PRAIRIE	ACRE	0.02	\$6,500.00	\$130.00
6	25100630	EROSION CONTROL BLANKET, S75-BN	SQ YD	97	\$2.09	\$202.73
7	A2007620	TREE, TAXODIUM DISTICHUM (COMMON BALD CYPRESS), 2-1/2" CALIPER, BALLED AND BURLAPPED	EACH	3	\$550.00	\$1,650.00
8	SPECIAL	PERENNIAL PLANTS, WET MESIC FORBE AND EMERGENT FORBE PLUGS	EACH	1,300	\$4.22	\$5,486.00
9	SPECIAL	PERENNIAL PLANTS, MESIC PRAIRIE PLUGS	EACH	370	\$4.20	\$1,554.00
10	SPECIAL	PERENNIAL PLANTS, SWITCH GRASS (PANICUM VIRAGATUM SHENANDOAH), 1 GALLON	EACH	30	\$19.00	\$570.00
11	K0036118	MULCH PLACEMENT 3" - DOUBLE GROUND NATRUAL	CY	3	\$112.00	\$336.00
12	X0327120	MONITORING AND MAINTENANCE	YEAR	3	\$1,150.00	\$3,450.00

Total Base Bid Amount in Numbers: \$ 370,288.95

Total Base Bid Amount in Writing: Three hundred seventy thousand two hundred eighty-eight dollars and ninety-five cents

Total Bid Alternate #1 Amount in Numbers: \$ 19,354.73

Total Bid Alternate #1 Amount in Writing: Nineteen thousand three hundred fifty-four dollars and seventy-three cents

Total Bid (Base + Alternate) Amount in Numbers: \$ 389,643.68

Total Bid (Base + Alternate) Amount in Writing: Three hundred eighty-nine thousand six hundred forty-three dollars and sixty-eight cents

Company Name:

Signature:

Printed Name:

Title:

HGS, LLC dba RES Environmental Operating
Company, LLC

Lucas Lilly

General Manager- Midwest



Local Public Agency Proposal Bid Bond



Local Public Agency	County	Section Number
City of Wood Dale	DuPage	

WE, HGS, LLC dba RES Environmental Operating Company, LLC as PRINCIPAL, and Argonaut Insurance Company as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 20th of January, 2023

Day Month and Year

Principal

Company Name	HGS, LLC dba RES Environmental Operating Company, LLC	
Signature	[Signature]	
Date	1/23/2023	
Title	Michael S. Remy, RA - Region Operations Director	

By:

Company Name		
Signature	[Signature]	
Date		
Title		

By:

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety	Argonaut Insurance Company
----------------	----------------------------

Signature of Attorney-in-Fact	Date
[Signature]	1/20/2023
Lisa A. Ward	

By:

STATE OF IL
COUNTY OF

I _____, a Notary Public in and for said county do hereby certify that

See Attached

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ Month and Year

(SEAL)

Notary Public Signature
[Signature]

Date commission expires _____

Local Public Agency

County

Section Number

City of Wood Dale

DuPage

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Company/Bidder Name

--

Signature

Date

--

--

Title

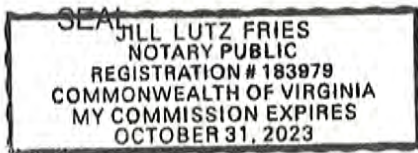
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ACKNOWLEDGMENT OF PRINCIPAL

State of Virginia §
County of Fauquier §

On this 23 day of January, 2023, before me personally appeared Michael S. Fenyl, to me personally known, who being by me duly sworn did say that he/she is the Region Operations Director, of HGS, LLC dba RES Environmental Operating Company, LLC and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the instrument was signed and sealed on behalf of the Corporation and that he/she acknowledged the instrument to be the free act and deed of the Corporation.

Given under my hand and seal of office this 23 day of January, 2023



Jill Lutz Fries
Notary Public in and for
The State of VA
My Commission expires 10.31.23

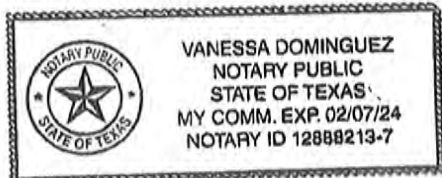
CERTIFICATE OF ACKNOWLEDGMENT OF SURETY

State of Texas §
County of Harris §

Before me, the undersigned authority, on this day personally appeared Lisa A. Ward known to me to be the person whose name is subscribed to the foregoing instrument as Attorney-in-Fact of Argonaut Insurance Company and acknowledged to me that he/she executed the same for purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 20th day of January, 2023.

SEAL



Vanessa Dominguez
Notary Public in and for
The State of TEXAS
My Commission expires: 02/07/2024

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Michael J. Herrod, Tina McEwan, Robbi Morales, Lupe Tyler, Lisa A. Ward, Donna L. Williams, Misty Wright, Terri L. Morrison, Gina A. Rodriguez,
Andrea M. Penaloza, Amanda George

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$95,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 1st day of June, 2021.



by: _____

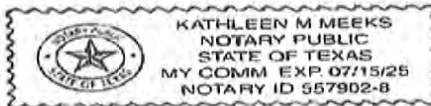
Joshua C. Betz

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 1st day of June, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 20th day of January, 2023.



James Bluzard

James Bluzard, Vice President-Surety

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.



Blue Ridge Detention Basin Retrofit

Village of Algonquin | Algonquin, IL



RES partnered with the Village of Algonquin to convert a 6.3-acre detention basin in an older residential area from a mowed turf grass to a naturalized detention basin. We disrupted existing low flow concrete channels and created adjacent wetland cells to capture and filter stormwater runoff and provide wildlife habitat.

An RES senior ecologist and environmental engineer met with the Village to discuss the desired outcomes of the project. Next, we created construction documents and specifications. We won the bid on the project and began construction in spring 2013. The project included removal of existing turf grass followed by replacement with native prairie vegetation.

RES also disrupted the existing low flow concrete channels, and excavated wetland cells to create an attractive, low-maintenance detention facility that not only holds, infiltrates, and treats polluted stormwater, but also provides beneficial wildlife habitat in a heavily urbanized area of the Village. The project also includes three years of maintenance and monitoring by us in order to meet vegetation performance standards.

The result of the project is a naturalized stormwater detention basin that effectively removes pollutants from urban stormwater runoff. The site also contains many species of native vegetation that is beneficial to wildlife. Finally, the retrofitted detention basin provides an aesthetically pleasing environment and reduces overall maintenance costs for the Village. We designed the project in 2012, constructed in spring 2013, and completed maintenance and monitoring during the 2013 - 2015 growing seasons.

AT A GLANCE

Client Contact

Michele Zimmerman, Asst. Director of PW
mzimmerman@algonquin.org
847.658.2754

Contract Value

\$104,800

Project Size

6.3 Acres

Contract Period

2012 - 2016

Project Highlights

- Disrupted existing low flow concrete channels and excavated wetland cells.
- Three years of maintenance and monitoring to meet vegetation standards.





Carpenter Creek Stream Restoration Design-Build

HR Green, Village of Carpentersville | Carpentersville, IL



AT A GLANCE

Client Contact

Kevin Gray, Assistant Director of Public Works
847.836.2464
kgray@vil.carpentersville.il.us

Project Size

4,000 Linear Feet of Stream

Timeline

2014 – 2018

Project Highlights

- EPA Section 319 Grant funded

RES worked with HR Green as a design-build team to restore 4,000 linear feet of Carpenter Creek within the Village of Carpentersville. The project resulted in additional adjacent floodplain to store water during heavy rain events, improve water quality, and create wildlife habitat along the riparian corridor. An EPA Section 319 Grant funded the stream restoration project in part, which RES and HR Green helped the Village to obtain.

There were essentially two parts to the restoration project. The first was approximately 2,500 linear feet of bank stabilization north of Maple Avenue; the second part was approximately 1,500 linear feet of riparian area restoration along the stream within Carpenter Park. The Village of Carpentersville owns Carpenter Park and the reach north of Maple Avenue is under an easement granted to the Village by the current private owner.

Prior to restoration, Carpenter Creek north of Maple Avenue was severely eroded and down cut. In addition, heavy shade suppression from non-native and/or native invasive woody species negatively affected the stream. Several homeowner lots and structures on the west side of the stream were in very close proximity to the eroding streambanks.

The improvements north of Maple Avenue included removal of invasive vegetation, re-contouring the streambanks, installing riffles/pools in the stream channel, and re-aligning the stream to the east thereby providing additional floodplain area on the west side of the stream.

RES planted areas adjacent to the stream with native wetland and prairie vegetation and installed a native prairie buffer and eight adjacent rain gardens on both sides of the Carpenter Creek south of Maple Avenue within Carpenter Park.



Aerial after restoration



Carrington Reserve Residential Development

West Dundee Public Works Department | West Dundee, IL



The Carrington Reserve residential development in West Dundee, Illinois, is located in an ecologically sensitive area with a high-quality stream system and adjacent wet prairie and fen wetlands. Pulte Homes faced strict requirements in order to develop the site and hired RES to assist with this process.

RES' work included design and implementation of Best Management Practices (BMPs) within residential areas. The BMP design promotes stormwater cleansing and infiltration before releasing water into the high-quality stream and adjacent wetlands. Prior to development, we also completed and successfully obtained an individual permit from the U.S. Army Corps of Engineers.

RES created open prairie and savanna areas for the residential development, removing woody invasive brush from the sites in order to perform the restoration. In order to promote and foster recreational and educational opportunities for residents, we installed educational signage and created trails.

We also prepared and implemented a long-term plan, which focused on maintaining the created and restored natural communities on the site. RES restored existing natural areas such as the Jelkes Creek Corridor by removing non-native and invasive vegetation and replacing it with native vegetation.

In 2010, the project received the Chicago Wilderness and U.S. Environmental Protection Agency's Conservation and Native Landscaping Award. RES continues to perform ecological management for the site through the Village of West Dundee.

AT A GLANCE

Client Contact

Eric Babcock, Director of Public Works
ebabcock@wdundee.org | 847.551.3815

Contract Value

\$1 Million+

Project Size

300 Acres

Contract Period

2000 - Present

Project Highlights

- Received the Chicago Wilderness and U.S. Environmental Protection Agency's Conservation and Native Landscaping Award in 2010.
- Design and implementation of BMPs within residential areas.





Fetzner Park Riparian Design-Build
Crystal Lake Park District | McHenry County, IL

AT A GLANCE

FETZNER PARK RIPARIAN AREA RESTORATION PROJECT

Ecological Restoration with Native Plants

Riparian areas include the vegetation, habitat, or ecosystem along a stream. Native plants provide a variety of riparian functions; one of the most important is improving water quality. Deep-rooted native plants (bottom, right) reduce soil erosion, help infiltrate stormwater runoff, and absorb some forms of pollution before they can enter the stream. Native plants also provide excellent wildlife habitat, require minimal maintenance, and do not need fertilizer.

In contrast, shallow-rooted lawn grass (bottom, right) offers very little erosion control, water infiltration, pollution removal, or wildlife habitat. Lawn grass allows for easy access to the stream by geese, a major contributor to water pollution. In addition, much of the fertilizer applied to lawn grass can run off into the stream causing algae problems.



Client Contact
 Ann Viger, Director of Park Development
 aviger@crystallakeparks.org
 779.994.4240

Contract Value
 \$190,000

Project Size
 2,400 Linear Feet

Contract Period
 2018 - 2019

Project Highlights

- Identified project site as a "Critical Area" in need of riparian area restoration.
- Restoration included four rock riffles and restoring the riparian corridor.



Funded, in part, under Section 319 of the Federal Clean Water Act.
 Grant No.: C99520016

For more information, contact Illinois EPA at (217)782-3362.
 FAA Number: 3191614

The Fetzner Park Riparian Restoration Project is located in Crystal Lake, Illinois. Prior to restoration, invasive buckthorn, cottonwood, white mulberry, and boxelder trees heavily overran the stream corridor. In addition, a significant amount of eroded streambank sediment made its way to Woods Creek Lake downstream resulting in periodic and costly dredging by the Village. Water exiting Woods Creek Lake makes its way to the Fox River near downtown Algonquin.

In 2012, a group of inter-governmental partners including Crystal Lake Park District applied for and received a 319 Grant and hired RES to prepare the Woods Creek Watershed-Based Plan. The watershed plan identified an approximately 2,400 linear foot section of Woods Creek Tributary as a "Critical Area " needing riparian area restoration. In 2017, the Park District leveraged the watershed plan to apply for and receive IEPA Section 319 water quality grant funding to design and implement a project to restore the riparian area along Woods Creek Tributary with the primary goals of improving water quality, improving wildlife habitat, and improving aesthetics for people using the adjacent walking path.

RES designed and permitted the restoration plan in 2017 and our Field Services constructed the project in the spring of 2018. The work included installation of four rock riffles within the stream channel and ecological restoration of the riparian corridor. We removed invasive vegetation along the streambanks and riparian corridor then seeded with native prairie and wetland vegetation. The project also includes three years of maintenance to ensure the project establishes.





Flint Creek Dreamway Restoration

Village of Barrington | Barrington, IL



AT A GLANCE

Client Contact/ Owner/ Owner Engineer

Jeremie Lukowicz, Dir. Public Works
jlukowicz@barrington-il.gov
847.381.7903

Project Size
3,000 Linear Feet

Project Type
Stream and Riparian Restoration Design-Build

Contract Period
2020 – 2022

Design Engineer
In-house, RES
[Brodhead address]
Steve Zimmerman and Joe Miller

Project Highlights

- Stabilization of stream channel using 20+ cross vane riffles, rock toe, and ecological restoration of riparian corridor.

The Flint Creek Dreamway Restoration Project is located in Barrington, Illinois and is a tributary to the Fox River. In 2007, Citizens for Conservation (CFC) obtained an Illinois Environmental Protection Agency (Illinois EPA) Section 319 Grant to fund the development of the Flint Creek Watershed-Based Plan. CFC obtained a second IEPA 319 Grant in 2018 to update the list of site-specific action items in the plan. RES completed both planning exercises.

RES identified the Flint Creek Dreamway as a "Critical Area" needing immediate ecological restoration in order to reduce pollutant loading downstream and to the Fox River. Flint Creek Dreamway includes a multiuse path along three degraded sections of Flint Creek on land owned and managed by Barrington Park District, Village of Barrington, and Barrington School District.

In 2018, the Village of Barrington and partners leveraged the updated Flint Creek Watershed-Based Plan to apply for and receive an Illinois Section EPA 319 Grant to design, permit, and construct the Flint Creek Dreamway Restoration project with the primary goals to improve water quality, wildlife habitat, and aesthetics for the general public. The Village of Barrington hired RES to complete this work.

In 2019, RES designed and permitted the restoration project followed by constructing the project in 2020. The work includes stabilization of the stream channel using over 20 cross vane riffles, stabilization of streambanks using rock toe, and ecological restoration of the immediate riparian corridor via removal of invasive species followed by planting with native prairie and wetland vegetation. The project also includes three years of maintenance to ensure it establishes and meets performance standards.





Ironwood Golf Course – Pond Stabilization and Design-Build

Town of Normal | Normal, Illinois



AT A GLANCE

Client Contact

Doug Wiggs, Assistant Director
Parks & Recreation Department
dwiggs@normal.org | 309.454.9545

Contract Value

\$227,000

Project Size

4,000 Linear Feet

Contract Period

2013 - 2016

Project Highlights

- Re-graded 3,650 feet of shoreline area. Using soils lifts, stabilized another 266 linear feet.
- Planted slopes and soil lifts with deep-rooted native prairie and wetland vegetation, stabilized with erosion control blanket.

Ironwood Golf Course is an elegant, full-service golf facility with a par-72 championship layout. Opened in 1990, Town of Normal owns the course and the Town's Parks & Recreation Department manages it. The 18-hole course features three ponds that are meant to enhance the natural beauty of the course.

Unfortunately, by 2013, the conditions of the ponds had deteriorated and were a potential safety hazard for golfers. Several of the eroded banks were within a few feet of designated golf cart paths. Players walking the pond banks in search of golf balls were unaware of the risk of bank collapse. In addition, the eroded banks were an eyesore for the otherwise aesthetically-pleasing course.

Concerned over the hazards and aesthetics of the eroded pond banks, the Town hired RES in September 2013 to design and construct a project to stabilize 3,916 linear feet of shoreline using bioengineering techniques.

We implemented its shoreline stabilization design in spring 2014. Our crews re-graded 3,650 linear feet of shoreline area by pulling the banks back to a 3:1 slope. Using soil lifts, we stabilized another 266 linear feet of shoreline. Next, we seeded the re-graded slopes and soil lifts, planted them with deep-rooted native prairie and wetland vegetation and stabilized these areas with erosion control blanket.

In addition, we provided Ironwood Golf Course staff with management recommendations to help establish native prairie and wetland vegetation in the critical early years after project construction.





Kimball Farms Master Association – Naturalized Detention Basin Retrofit

Kimball Farms Master Association | Elgin, Illinois

AT A GLANCE

Client Contact

Dave Poweleit
847.742.5555

Project Size

2 Acres

Contract Period

2016 - 2019

Project Highlights

- Stabilized approximately 400 linear feet of eroded shoreline with coir logs (biologs).
- Installed 2,800 native wetland plant plugs along the entire shoreline to stabilize the toe of slope.



The Kimball Farms Detention Basin Retrofit Project is located within a residential subdivision within the Jelkes Creek-Fox River watershed. A significant amount of non-point source pollution enters the detention basin at the southeast corner via stormwater runoff from surrounding residential land use. Water that exits the detention basin eventually makes its way to the Fox River.

In 2010, an Illinois Environmental Protection Agency (IEPA) Section 319 Grant funded the development of the Jelkes Creek-Fox River Watershed Plan. The watershed plan contains a list of Urban Stormwater Infrastructure Retrofit recommendations including the Kimball Farms Detention Retrofit Project.

In 2016, the Kimball Farms Master Association applied for the IEPA Section 319 water quality grant funding to design, implement, and maintain (three years) a project to naturalize the detention basin with native vegetation with the primary goals of improving water quality and wildlife habitat. The IEPA accepted the application and Kimball Farms hired RES to complete the project.

The project included ecological restoration of the shoreline and side slopes. The restoration stabilized approximately 400 linear feet of eroded shoreline with coir logs (biologs). We eradicated turf grass along two acres of the side slopes then seeded and planted with native wetland and prairie vegetation.

Finally, we installed 2,800 native wetland plant plugs along the entire shoreline to stabilize the toe of slope. The overall project improved water quality by improving soil stability, fish and wildlife habitat, and forming higher quality green infrastructure functions to adjacent natural areas.





Klein Creek Reaches 5, 6 and 7

The Village of Glendale Heights | Glendale Heights, IL



AT A GLANCE

Client Contact

Andrew Bourke, Construction Engineer
9575 W. Higgins Road, Suite 300
Rosemont, IL 60018
abourke@cbbel.com | 847.823.0500

Contract Value

\$993,031.05

Project Size

Approximately 4,000 LF of streambank stabilization

Contract Period

2022 – 2025

Project Highlights

- Naturalized stream
- Installed retaining wall
- Planted native vegetation

Klein Creek Reaches 5, 6, and 7 encompass almost a mile of streambank stabilization and habitat restoration. Before restoration began, the stream consisted of a concrete-lined channel inundated with invasive herbaceous and woody species that choked the flow of the water. The channel is located between two neighborhoods and inadequate flow posed drainage problems for its residents.

Once the invasive trees and shrubs were removed by RES' subcontractor, Homer Tree Services, RES operators removed the concrete channel and repurposed the concrete as rock toe during the reshaping of the stream bank. RES operators also repurposed the trunks of the invasive trees as timber vanes, and they used existing large rocks on site to diversify the flow of the stream and improve the hydrology.

As RES operators completed their work, RES field technicians followed behind their progress installing erosion control blankets and 4 acres of native seed. The erosion control blankets provide temporary stream stabilization and protect the native seed as it grows and creates long-term stabilization. RES field technicians and operators worked together to install over 100 large, native trees and shrubs as well as 2,000 emergent plugs.

RES operators and field technicians also worked together to create a retaining wall that will maintain the existing topography and prevent erosion of the surrounding homeowner properties. Additionally, drainage pipes were installed to facilitate proper drainage from the surrounding neighborhood. The successful stream stabilization by RES and the installation of native seed, trees/shrubs, and emergent plugs will create a native habitat matrix for the benefit of pollinators, other wildlife, and the neighborhood residents.



North Mill Creek Streambank Structural Installation and Re-Vegetation

Lake County Forest Preserve District | Antioch, IL



AT A GLANCE

Client Contact

Leslie Berns (Retired Spring 2020)
Landscape Ecology Manager
lberns@icfdp.org | 847.367.6640

Contract Value

\$4,007,893

Project Size

17,000 acres

Contract Period

2017 -2020

Project Highlights

- Dug a bypass channel to isolate the flow for the remaining of the project.
- Creek is in the process of creating its riffles and pools with stable banks and a well-connected floodplain.

In 2017 within Ethels Woods, a Lake County Forest Preserve property in Northern Lake County, there was a 14-acre shallow lake, the remains of a degraded 58-acre Rasmussen Lake, (for a detailed history of the project go to: <https://www.lcfdp.org/ethels-woods/>). Awarded the contract in the October of 2017, RES immediately started the process of large-scale clearing to gather the 500 logs and 500 root wads that would be needed to restore the Creek.

RES slowly drained the lake and created a bypass channel to start to dry down the accumulated sediments. The site contained two feet of unconsolidated sediments on top of supersaturated muck soils. We created a bypass channel designed to meet a two-year storm for the first stretch of the river and removed a small low-head dam on the upper limits of the project before winter hit.

Starting in 2018, we were able to remove the water control structure and cut through the earthen dam to restore the natural outlet of North Mill Creek. We then struggled with some of the unconsolidated soils as we constructed the first 1500 linear feet of channel utilizing many timber mats to transport "pudding" supersaturated soils to our 25 acres stockpiles that needed to be drained and then shaped and restored to native prairie.

We utilized many water management techniques to create a stable channel with large meanders with log toe with root wads with a Fabric Encapsulated Soil (FES) lift on the top. We also lined all the channel banks with C-125BN and installed SC-150BN the floodplain seeded all with native seed from Taylor Creek Restoration Nursery.

With some weather delays, we had to close the site during the winter of 2018 / 2019 and stabilize the site during the winter and the spring thaw. We arrived back in the spring to see that our work held up very well even without much permanent vegetation established and started again as soon as possible in the spring of 2019. With the saturated soils and most of the haul off in the first section things progressed much more quickly for the last 7000 linear feet.

We dug a bypass channel to isolate the flow for the remaining of the project so it then could work in the dry to recreate the historic channel continuing to utilize the log toe with root wads and FES lift technique. We completed all the excavation work in early July 2019 and then worked to finalize the removal of invasive Reed Canary Grass and Phragmites before we installed the last of the native seed to the floodplains and the stockpiles. We completed this work in the dormant season of 2019 / 2020. North Mill Creek has held up very well and is in the process of creating its riffles and pools with stable banks and a well-connected floodplain.

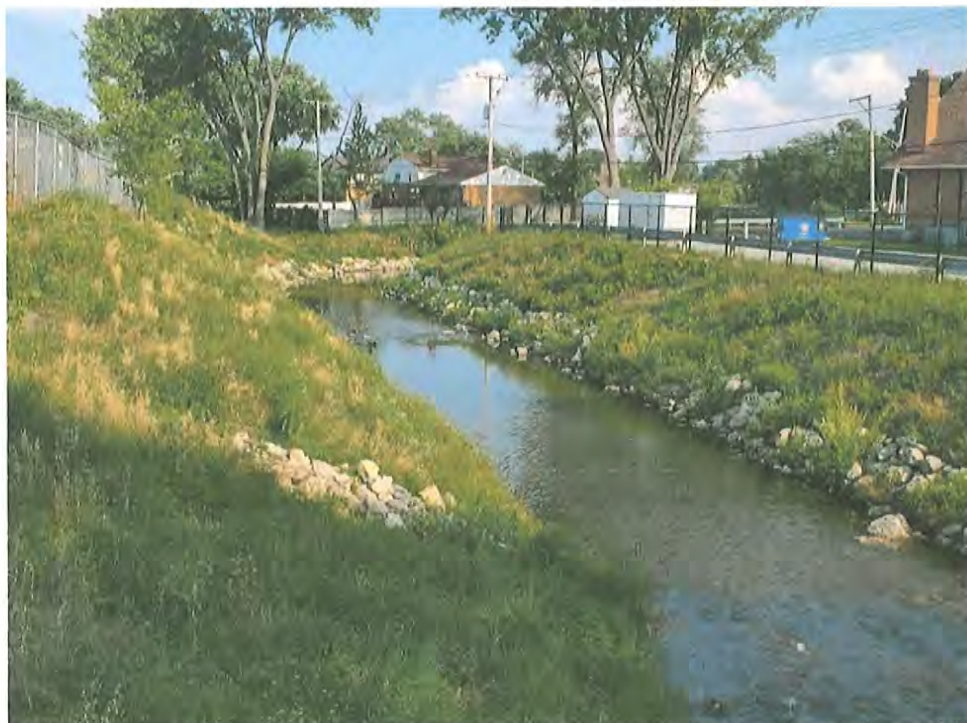
Throughout the project, we worked with the Lake County Forest Preserve District, our subcontractors, county stormwater management, other regulatory agencies, engineering, and vendors to complete a beautiful large-scale restoration project. We were so proud to be able to construct this 1.6 miles of North Mill Creek and to utilize its skills and passion for ecological restoration to such an impactful project.





Silver Creek Phase 5 and 6

Village of Melrose Park | Cook County-Melrose Park, IL



AT A GLANCE

Client Contact

Ted Gray: Engineer, Eco-Hydrologist
tgray@lwc-inc.com | 630.470.7173

Contract Value

\$636,768.86

Project Size

- 1206 LF streambank slope re-shaped
- 1008 LF rock toe installed
- 965 LF streambank stabilized

Contract Period

2021-2023

Project Highlights

Stabilized streambanks and planted native vegetation

Silver Creek Phase 5 and 6 encompassed roughly a quarter mile of streambank stabilization and restoration. Before the stabilization began, the banks were narrow and heavily forested with invasive tree and shrub species which caused the water from the stream to overflow and flood homes in the surrounding neighborhoods.

RES subcontracted Homer Tree Services to remove the invasive trees and shrubs. Once the stream banks were clear of trees, RES operators re-shaped the stream banks, removed and reused existing concrete banks, and added rock toe to improve the hydrology and overall health of the stream.

As RES operators completed sections of the bank reshaping, RES field technicians followed behind their progress spreading native seed and installing erosion control blankets. The erosion control blankets served as a temporary stream bank stabilizer to protect the native seed as it grew and established itself as the primary stabilizer of the stream bank. 9,409 native plant plugs as well as 45 trees and shrubs were installed to increase the success of the stabilization and restoration.

RES' successful reshaping and stabilizing of the stream eliminated the flooding within the neighborhoods. The installation of native plants not only stabilizes the stream banks and prevents erosion over time, but also creates a diverse ecosystem that benefits pollinators and other wildlife.





White Oaks Naturalized Detention Basin Retrofit

Village of Carpentersville | Carpentersville, IL



AT A GLANCE

Client Contact

Ed Szydowski, Engineering Manager
szydowski@carpentersville.il.us
224.293.1637

Project Size

1 Acre

Contract Period

2012 - 2015

Project Highlights

- Restoration improved water quality and wildlife habitat.
- (Bottom Image) Prior to restoration – mowed, eroding turfgrass, and nutrient-loaded pond water.



RES collaborated with the Village of Carpentersville to convert a one-acre detention basin in White Oaks Subdivision from a mowed condition to a naturalized detention basin as it was originally envisioned.

An RES senior ecologist met with the Village of Carpentersville to discuss the desired outcomes as they relate to meeting U.S. Army Corps of Engineers performance standards. Next, we developed a basic concept plan.

The plan included retrofitting the turf grass side slopes to native prairie and installing several thousand emergent plants within the basin bottom to create a detention basin that would filter stormwater pollutants and provide wildlife habitat. The project also included three years of maintenance and monitoring by us in order to meet predetermined performance standards.

The result of the project is a naturalized stormwater detention basin that effectively removes pollutants from urban stormwater runoff. The site also contains many species of native vegetation that is beneficial to wildlife.

Finally, the retrofitted detention basin provides an aesthetically pleasing environment and reduces overall maintenance costs for the Village of Carpentersville. The project was designed and completed in fall 2012. We completed maintenance and monitoring during the 2013-2015 growing seasons.

Woods Creek Reach 10 Restoration

Village of Lake in The Hills | McHenry County, IL



AT A GLANCE

Client Contact

Daniel Kaup, Dir. of Public Works
dkaup@lith.org | 847.960.7506

Contract Value

\$700,000

Project Size

2,500 Linear Feet

Project Type

Streambank Stabilization & Riparian
Area Restoration

Contract Period

June 2018 – Dec. 2019

Project Highlights

- Top Image: Aerial Showing Project Location.
- Bottom Images: Before and After Restoration Photos.

The Woods Creek Reach 10 Restoration Project is located in Ken Carpenter Park between Algonquin and Randall Roads in Lake in the Hills, Illinois. Prior to restoration, a significant amount of eroded sediment from highly incised and eroded streambanks made its way to Woods Creek Lake (see map below) downstream resulting in periodic and costly dredging by the Village. Water exiting Woods Creek Lake makes its way to the Fox River near downtown Algonquin.

In 2012, a group of inter-governmental partners including the Village of Lake in the Hills applied for and received a 319 Grant and hired RES to prepare the Woods Creek Watershed-Based Plan. The watershed plan identified an approximately 2,500 linear foot section of Woods Creek (Woods Creek Reach 10) as a "Critical Area" needing streambank stabilization and riparian area restoration.

In 2018, the Village of Lake in the Hills leveraged the watershed plan to apply for and receive IEPA Section 319 grant funding to design and implement a project to restore Woods Creek Reach 10 with the primary goals of improving water quality, improving wildlife habitat, and improving aesthetic for adjacent residents.

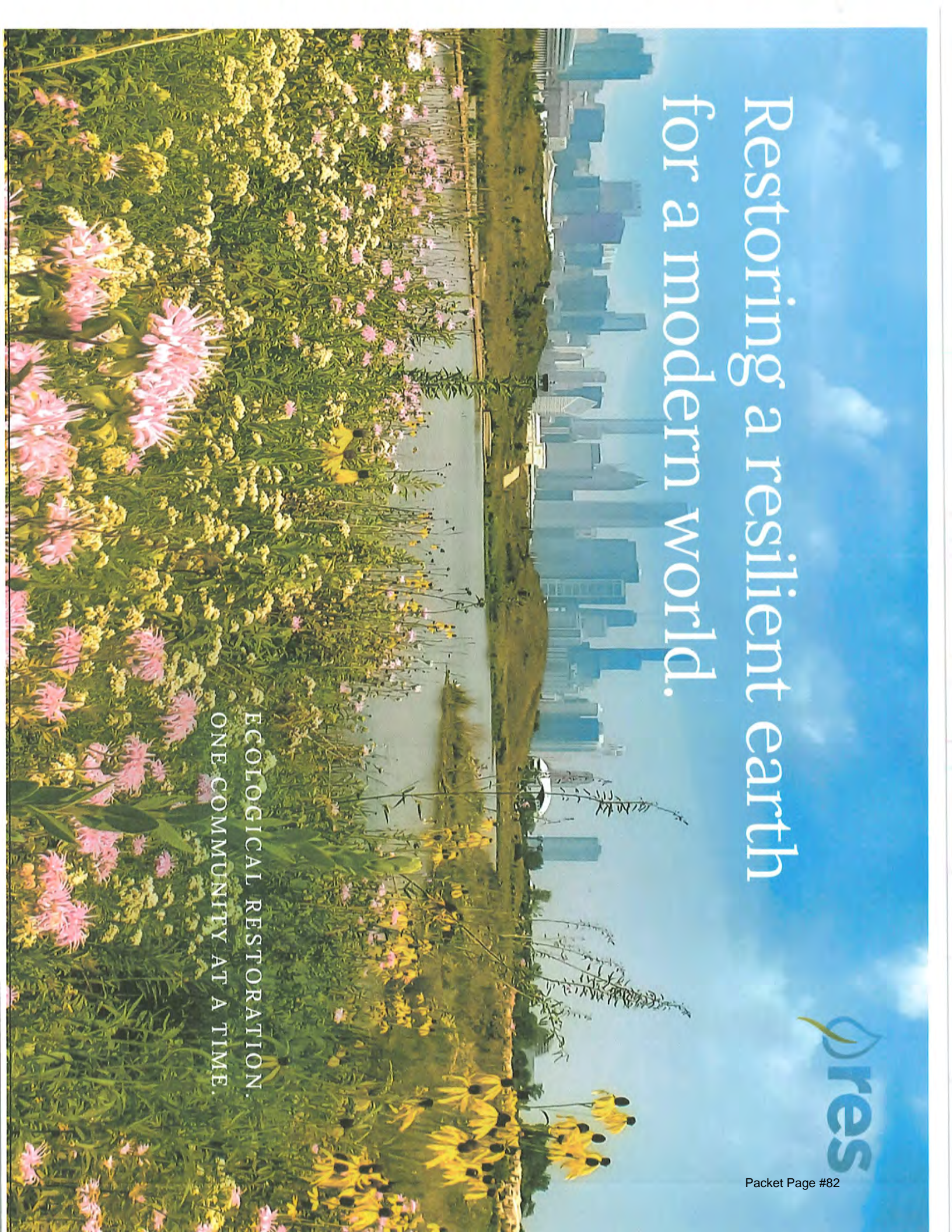
The RES-HR Green Team designed and permitted the restoration plan in 2018 and 2019. We won the construction bid with restoration work completed in Fall 2019. The work includes ecological restoration of the stream channel, streambanks, and the immediate riparian corridor. This was accomplished by creating a two-stage floodplain channel with appropriately spaced riffles. In addition, we removed invasive vegetation along the streambanks and riparian corridor then seeded with native prairie and wetland vegetation. The project also includes three years of maintenance to ensure the project establishes.



Restoring a resilient earth for a modern world.



ECOLOGICAL RESTORATION.
ONE COMMUNITY AT A TIME.



WHO IS RES?

As the nation's largest ecological restoration company, we have a clear mission:

To restore our land and waters with ecological integrity and innovation, project by project.

Restoration is part of the answer to creating a resilient world.

What it means to be long-term stewards: Guaranteed ecological performance.

We pioneered and continue to craft a new model of project delivery and stewardship - first design/build, and then sustain/steward to self-sufficiency - because a restored ecosystem needs more than an "as-built" sign off. Our project approach covers the full project lifecycle, with an emphasis on long-term sustainability of the resource.

Today, the RES business model of design/build/sustain is based on the goal of robust, self-sufficient sites. We deliver uniquely successful

outcomes because we take on the inherent risk of working with nature and guarantee our projects for their ecological performance. This approach has created a generation of community-minded, innovative problem-solvers dedicated to being long-term stewards of the earth.



WHAT MAKES RES DIFFERENT

We guarantee the ecological performance of our projects, and we stand behind that guarantee.

Design/Build



Project start ~ Year One

Sustain/Steward



Year One ~ Year Five

Self-Sufficiency



Year Five +

RES SOLUTIONS



RES projects boost the resiliency of the earth by creating uplift in the natural functioning of an ecosystem.

Environmental Mitigation

Offsets the unavoidable impacts of development by preserving, enhancing, or restoring an ecosystem such as a stream, wetland, or species habitat.

Stormwater Management and Water Quality

Uses 'green infrastructure' to leverage natural processes that better manage the negative impacts of stormwater.

~ RES Ecologist

"RES, at its core value, we are stewards of the land. And our goal is long-term, self-sustaining restoration. And I wholeheartedly believe that we would never walk away from a site if it's not 100% where it needs to be. If it's falling in one area, we will always address it."

Climate Adaptation and Flood Resilience

Dissipates impacts of heavy storm events, rising sea levels, and ongoing climate degradation through nature-based infrastructure.



Wetland mitigation enhances water quality and supports wildlife



Stormwater BMPs manage runoff during rain events



ABOUT RES

Restoring a resilient earth for a modern world. One community at a time.

RES (Resource Environmental Solutions) is restoring a resilient earth for a modern world, project by project. As the nation's largest ecological restoration company, RES provides solutions for environmental mitigation, stormwater and water quality, and climate and flooding resilience, with a focus on full delivery, long-term stewardship, and guaranteed performance.

RES designs, builds, and sustains sites that preserve the environmental balance, restoring our land and waters to enhance lives for generations to come.

Headquartered in Houston, Texas, RES now employs over 900 dedicated employees in 30 operational hubs across the country.



RES has projects in each of these ecological settings, tapping into local knowledge about how to best serve the land.

- Wetlands
- Streams
- Rivers
- Floodplains
- Riparian Systems
- Coastal Systems
- Grasslands, Prairies, & Upland Forests
- Green Infrastructure & Urban BMPs
- Native Vegetation & Pollinator Habitat
- Soil Health
- Fish Passage



www.res.us

info@res.us

CO-63



Klamath River Renatural Project Restoration Crew Klamath County OR

STORMWATER MANAGEMENT AND WATER QUALITY

Stormwater Management & Nutrient Reduction

Turnkey,
performance-
based solutions
using nature-based
infrastructure

**RES Stormwater Management
and Nutrient Reduction Solutions
ensure cost-effective permit
compliance.**

Permit compliance while reducing long-term O&M liability and risk, all through nature-based systems that enhance area aesthetics and resiliency.

A Long-Term Approach

As key aspects of a stormwater solution, each of our innovations has distinct advantages. When combined into a single solution, the benefits multiply, enabling meaningful savings on both upfront capital and long-term operations and maintenance (O&M) costs.

Nature-based BMPs - The foundations of RES Stormwater

Solutions rest on our unique ability to integrate and harmonize design and construction elements. By maintaining continuity between these elements and drawing on our extensive internal expertise, RES can deliver

Our solutions combine three innovations:

BMPs that Self-Improve - Green vs. "grey" infrastructure solutions that reduce or eliminate long-term maintenance/replacement costs.

Full Delivery - A unique performance based delivery model enabling risk transfer for all elements of BMP design, construction, and maintenance.

Payment Flexibility - Payment schedules structured to meet project program-level budgetary constraints.



“We were able to come in about 40% of the going market rate to have this stormwater restoration work done, which just blew us away. The payment is a lump-sum payment essentially at the completion of the project so, in this case, all of the risk is borne by the contracting entity—in this case RES—and the county is essentially risk-free.”

- Anne Arundel County, MD



cost-effective stormwater solutions without compromising quality. The rest we leave to nature. Green BMPs mimic natural processes, thereby improving ecological services and driving down maintenance costs over time as they mature. RES has a multi-region portfolio of proven green infrastructure solutions designed to satisfy stormwater permit requirements while providing numerous ancillary benefits to surrounding ecosystems and communities.

Full delivery - RES is uniquely capable of providing turnkey, end-to-end solution delivery, encompassing land, design, construction, and monitoring at whatever the desired scale—from a single outfall to a broad program covering a region or watershed.

This full-delivery approach gives us a line-of-sight across the entire lifecycle of the project, affording our clients the benefit of cost savings and budgetary certainty. Coupled with a performance-based contracting approach, this facilitates the transfer of risk and liability from our clients onto RES.

Payment flexibility - RES backs every project with a range of solutions that best fit your financing and procurement needs. We've helped pioneer the stormwater industry's use of "pay for performance" contracts that comprehend long-term costs and project completion milestones, not just initial design and build.

Many clients opt for a long-term, programmatic management model. Designed to make RES responsible for maintaining and monitoring stormwater infrastructure, we tailor this approach

to your objectives for your desired role in day-to-day or long-term oversight.

We offer surety bonding as well, for projects of any size. Whichever contract structure you prefer, the result is an efficient transfer of compliance risk for a fixed price.

RES Nature-Based, Low Impact Design, and Traditional BMPs

- Marsh creation
- Stormwater retention ponds (wet or dry)
- Bioretention facilities
- Wetland-enhanced BMPs
- Sand filters
- Buffer planting / enhancement
- Regenerative stormwater conveyances
- Floating wetlands
- Bioswales
- Infiltration planters
- Underground detention vaults
- Permeable pavement / pavers



ENVIRONMENTAL MITIGATION

Wetland & Stream Mitigation

Fast, turnkey paths to project permits at every scale, and robust, self-sustaining ecosystems.

RES Wetland and Stream Mitigation Solutions enable a fast path to project permits.

We deliver credits at any required scale and of such high quality that we back them with a guarantee, allowing us to effectively absorb the regulatory risk for our clients.

Fast Credits, Rich Ecologies, Fixed Prices

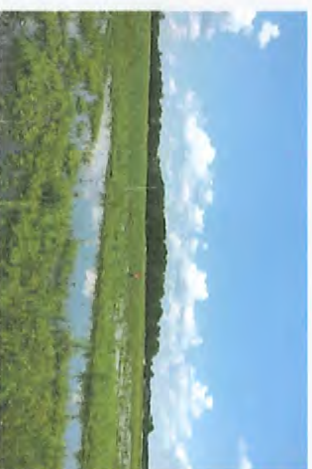
RES is uniquely structured to deliver timely mitigation credits that also endure the test of time, all under fixed-price contracts. We offer end-to-end turnkey solutions and have assembled in-house all the interrelated capabilities needed to move quickly, build high-performing sites and control costs. We implement projects at every scale, including large areas of impact that may require both wetland and stream mitigation.

How RES Absorbs Your Risk

Fast-moving land teams - A ready pipeline of land parcels with the right ecological profiles keeps your projects on pace.

Integrated design and construction - Tight planning/building loops deliver rich ecologies and predictable costs.

Ownership approach - As site owners for 10-20 years, we are experts at long-term cost and success factors.



Design teams and construction teams work closely together—often in “next desk over” proximity, and in collaboration with our in-house nursery—ensuring both effective designs and opportunities to control costs.



RES Bank Credits & PRMs Unique Features

- Speed that matches commercial needs of the project
- Integrated design and build, with RES-owned nurseries
- Experienced in-house land and GIS teams
- Fixed prices and guaranteed performance
- Ability to handle large, mixed stream/wetlands/species projects
- Committed presence in watersheds across wide geographies
- Strong regulatory relationships

RES has deep knowledge, across wide geographies, of nuances in Clean Water Act 404 regulations, as well as specific understanding of state-level factors in watersheds across regulated districts.

Among regulators, RES has a reputation for high-quality mitigation solutions, whether in the form of bank credits or permittee-responsible mitigations (PRMs). We have the industry’s largest portfolio of successful wetlands and stream mitigation projects.

The Outcomes Regulators Expect

At RES, we move fast, with strong banking credit coverage in states where regulators prefer mitigation banks, and with a ready pipeline of pre-vetted land options in areas where PRMs are the norm—or where the project is so large a combination of banks

and PRMs is needed. When multiple parcels are necessary for a PRM, we acquire and manage them so that the client experiences a single, fast-moving PRM.

We have structured our company to be able to bear compliance risk because we control all the moving parts in-house, from early analysis and land acquisition through design, permitting, construction, monitoring and long-term maintenance.

Our total stewardship of mitigation site performance effectively transfers compliance risk from agencies or companies seeking permits, to RES and our dedicated teams of environmental specialists.





Aaron Kubichka, B.S.

Construction Supervisor | Ecologist

Aaron Kubichka has a strong ecosystem restoration background that includes designing, scheduling, installing, and conducting ongoing maintenance and management activities. He has managed hundreds of ecosystem restoration and management projects involving wetlands, prairies, woodlands, and streambank/riparian environments.

Aaron's expertise with all areas of project management extend to client communications, estimating, contract administration, documentation, project tracking, and invoicing. He is extremely knowledgeable about the ecological functions of his projects and the operation and repair of equipment needed to conduct the work effectively.

Aaron has conducted extensive vegetative monitoring, seeding, planting, brush removal, prescribed burning, erosion control, herbicide application, seed collection, mowing, invasive species control, rip rap and bioengineering shoreline stabilization, drain tile removal and installation, storm sewer modifications, remote sensing installations, wetland scrapes and pond creation, stream re-meanderings, and GPS/GIS projects.

SELECT PRIOR PROJECT EXPERIENCE

Carpenters Creek Design/Build Stream Restoration, Project Director | Carpentersville, IL

IL State Tollway Authority Endangered Species Mitigation, Project Director | Lemont, IL

Springbrook Wetland Mitigation and Restoration, Project Director | Naperville, IL

Max McGraw Wildlife Foundation Natural Area Reclamation, Project Director | Elgin, IL

Jelkes Creek Quarry Reclamation/Wetland Restoration, Project Manager, | Sleepy Hollow, IL

Carrington Crossing Management, Project Manager | West Dundee, IL

Shullsburg Mine Reclamation, Project Manager | Shullsburg, WI

National Park Service Wetland Re-vegetation/Invasive Species Control, IN Dunes National Lakeshore Project Director | IN

Saint Joseph Creek S. Branch Stream Stabilization, Project Director | Downers Grove, IL

Middle South Platte River Wetland Mitigation Bank, Project Manager | Erie, Colorado

Milwaukee River North Avenue Dam Removal/Re-vegetation, Project Manager | Milwaukee, WI

Spella Wetland Mitigation/Management, Project Manager | Algonquin, IL

Flambeau Mine Reclamation | Ladysmith, WI

Jelkes Creek Wetland Mitigation Bank | Sleepy Hollow, IL

Butterfield Wetland Mitigation Bank | Libertyville, IL

Ferson Creek Wetland Mitigation Bank | St. Charles, IL

Prairie Crossing Conservation Development | Grayslake, IL

North Point Lighthouse, Ravine Stabilization, Native Landscaping, Project Manager | Milwaukee, WI

Riverboat Road Design Build Restoration, Project Manager | Milwaukee, WI

Markham Prairie Wetland Scrap, Project Director | Harvey, IL

Schlitz Audubon Ravine, Streambank Structural Installation and Re-Vegetation, Site Supervisor / Equipment Operator | Milwaukee, WI

AT A GLANCE

Contact

akubichka@res.us | 608.214.2360

Years' Experience

25+ years

Education

- B.S., Reclamation, University of WI-Platteville, 1996

Professional Licenses,

Certifications, and Training

- Michigan Certified Natural Shoreline Professional
- Licensed Herbicide Applicator: IA, IL, IN, WI
- Prescribed Burn & Fire Training Courses: S-130, S-190, S-290, S-234, S-390, RX-301, RX341, RX-410
- IL Prescribed Burn Manager
- HAZWOPER 24-Hour Certification
- CPR/First Aid Training
- ATS Skidsteer Training Certification
- Class A CDL



Winding Creek Cove Phase I and II, Streambank Structural Installation and Re-Vegetation, Equipment Operator | Michigan City, IN

Hobart Marsh Wetland Mitigation, Installation and Maintenance, Equipment Operator | Hobart, IN

Woods Creek Reach 10, Streambank Structural Installation and Re-Vegetation, Equipment Operator | Lake In The Hills, IL

Souwanas Creek Reach 2 Restoration, Streambank Structural Installation and Re-Vegetation, Equipment Operator, Algonquin, IL

Underwood Creek Floodplain, Stream Restoration Re-Vegetation and Maintenance, Equipment Operator, Milwaukee, WI

Flint Creek Dreamway, Streambank Structural Restoration, Equipment Operator, Barrington, IL

Reck Ravine Regenerative Stormwater Conveyance, Equipment Operator, Kenosha, WI

Neumiller Woods Park Wetland Scrape, Equipment Operator, Kenosha, WI

Lake Marion Creek Restoration, Equipment Operator, Carpentersville, IL

Spring Mill Pond Stream Stabilization, Equipment Operator, Hoffman Estates, IL



DuPage County Stormwater Management American Recovery Plan Act (ARPA) Grant Application

Tall Oaks Detention Basin Retrofit Project

April 2022

Legal Organization Name: City of Wood Dale
Project Location: Wood Dale, DuPage County, Illinois
Name of Watershed: Silver Creek
HRG Project Number: 211545.01



Organization Contact Name:

Alan Lange, Director of Public Works
City of Wood Dale
720 N. Central Avenue
Wood Dale, IL 60191
Phone: (630) 787-3761
Email: alange@wooddale.com

Project/Consultant Name:

Logan Gilbertsen, P.E., CFM
HR Green, Inc.
323 Alana Drive
New Lenox, IL 60451
Phone: (815) 759-8370
Email: lgilbertsen@hrgreen.com

Project Description

The City of Wood Dale has prepared construction documents for completing a detention basin retrofit of the Tall Oaks Detention Basin. The project will include demolition of an existing concrete lined channel, the construction of three (3) forebays, grading within the basin bottom, hydraulic improvements to the control structure and outlet storm sewer and restoration with native plants. The city will advertise the construction of the project competitively and the initial construction will be completed by a qualified contractor. The contractor who completes the construction will be required to have experience in constructing and maintaining similar ecological restoration sites and will be responsible for maintaining the native vegetation for the first three (3) years after construction. After the initial three years, the City of Wood Dale will hire an ecological maintenance firm to continue maintenance of the basin into perpetuity. The short-term and long-term Monitoring and Maintenance Plans are included in this application.

Existing Conditions

The Tall Oaks Detention Basin is the headwater of Silver Creek. The existing turf grass bottom stormwater basin is located north of Potter Street between Catalpa Avenue and Central Avenue. The basin receives runoff from approximately 73.3 acres comprised primarily of single-family homes. The stormwater management area is approximately 2.0 acres and is bordered by residential properties on the east, south, and west, and a Metra railroad to the north. The pond is highly visible from the multi-family residence building just north of the Metra tracks. Four (4) storm sewers are tributary to the basin. The existing stormwater basin contains a paved low flow channel leading to the basin outlet. The piped outfall at the northwest corner of the basin is experiencing poor drainage, sedimentation and growth of opportunistic plant species including phragmites, an aggressive wetland plant that outcompetes desirable native species. The basin's outlet is restricted due to siltation of the downstream channel along the Metra right-of-way (ROW).

The impaired performance of the basin has resulted in siltation and long drawdown times after rainstorms. The basin is often partially full of water and sediment, which significantly reduces the basin's capacity and its effectiveness to mitigate flood control in the neighborhood. The City of Wood Dale performs maintenance on the basin, but the soggy soil conditions make it very challenging to maintain the turf grass (Figure 1). Historically, extended retention times have resulted in large areas of exposed soil within the basin. The siltation of basin has filled the outlet pipe and results in poor performance of the basin and has resulted in flooding of the adjacent roadways during severe rainfall events. Residents frequently complain about poor function and the unappealing aesthetics of the basin.



Figure 1: Existing basin's typical vegetation



The Tall Oaks Detention Basin is located within the Silver Creek watershed and is the mapped headwaters of the stream. The detention pond's piped outlet is a 15" storm sewer which discharges to a drainage ditch adjacent to the railroad tracks. The flow from the basin then continues southeast within a drainage ditch until it gets picked up by a storm sewer at Spruce Avenue and Route 83. The flow eventually discharges back into the main channel of Silver Creek. **According to the Illinois Environmental Protection Agency's (IEPA) 303d list of impaired waters; Silver Creek (IL_OD-06) is impaired by Iron, low Dissolved Oxygen, Total Phosphorus, and Sedimentation and Siltation.** High levels of nutrients like those found in residential lawn fertilizer can lead to increased phosphorus levels and low dissolved oxygen levels. Silver Creek is the subject of a Watershed Based Plan approved by the IEPA in July of 2016 which **specifically mentions the Tall Oaks Basin as a point of water quality improvement for the watershed through incorporation of wetland and native plant coverage** (see page 22, 27, 75 and 134 of the Silver Creek Watershed-Based Plan).

The Tall Oaks detention basin currently provides little to no water quality benefit. In fact, the existing detention basin likely contributes to water quality issues downstream. The basin has a large amount of accumulated sediment and assumed nutrient load in the basin bottom. This sediment can be mobilized during high flow events and can also transport sediment bound nutrients including phosphorus into Silver Creek. Improvements to the Tall Oaks basin will help to reduce flooding by improving the basin's hydraulic performance. Basin retrofit will also improve the water quality in Silver Creek watershed by capturing sediment in forebays and allowing for uptake of nutrients by the native prairie and wetland vegetation. The proposed work will also improve the basin aesthetics, improve the overall basin functionality, and will provide education through informative signage regarding plant species and naturalized detention ponds.

Project Goals

The hydraulics will be improved by re-grading the basin bottom, modifying the control structure draining the basin, cleaning the existing outlet pipe, and coordinating with the Metra Railroad to maintain the downstream channel. The basin will be restored with native vegetation including wetland emergent, wet prairie, and mesic prairie plants. The project will also result in improved hydraulic performance by allowing the basin to drain down after storm events; this improvement will reduce flooding of the adjacent roadways.

The goals of this project are to:

- Reduce the impacts of flooding in the vicinity of the existing basin.
- Reduce flooding within the Silver Creek watershed.
- Improve water quality within the Silver Creek watershed by removing sediment and establishing vegetative uptake of nutrients prior to the water leaving the basin.
- Naturalize the basin's vegetation with native species.
- Construct forebays at each storm sewer outfall.
- Establish diverse emergent, wet prairie and mesic prairie plant communities.
- Introduce native trees and improve aesthetics.
- Educate the public on stormwater pollution and the benefits of naturalization.



Project Construction Description

Project Methodology

The City will advertise the project for competitive bidding and award the contract to a qualified bidder. Construction will generally be completed in the following sequence:

- Notify adjacent property owners and provide public educational information about the project and its goals
- Install erosion and sediment control measures
- Complete demolition and remove existing undesirable vegetation
- Grade the forebays, low-flow channel, and wetland pools
- Install new storm sewer end sections and control structure. Clean the existing storm sewer outlet.
- Restore the site with native seed, plant plugs, and trees. Stabilize disturbed areas with erosion control blanket
- Install educational signage
- Begin the maintenance period

The project will reduce flooding and improve water quality by removing some of the traditional detention basin design elements and installing water quality focused best management practices. The project will start by removing the existing paved low-flow channel, turf grass and existing opportunistic plant species. The existing pipe outlet will be jetted and cleaned to restore it to its original hydraulic capacity. It has been understood that the cleaning of this existing piped outlet is not eligible for grant funding as this work is considered maintenance or repair to an existing facility.

The proposed improvements will involve regrading of the existing basin bottom to establish forebays at each storm sewer outfall. The forebays will overflow into meandering low-flow channels to the basin outlet. Micro pools will be constructed. Native planting zones will be established throughout the basin consisting of native emergent wetland plantings in the micro pools, wet prairie plants along the basin bottoms, and mesic prairie plants on the slopes (Figure 2). Micro pools will be three to six inches deep. The meandering low-flow channel will be planted along its perimeter with emergent plant plugs and stone cobbles will be placed within the channel invert. The seed and plug mixtures will be developed to provide continuous blooming throughout the growing season via purposeful species selection. Long-term maintenance is outlined in 3-year and 10-year monitoring and maintenance plans. Turf grass and strategically placed floodplain trees around the upper perimeter of the basin will enhance the aesthetics of the basin and provide a clean boundary to the naturalized basin. Shingle Oak (*Quercus imbricaria*) was specifically chosen for upland areas as this species holds its leaves until the spring and provides an excellent habitat, screening, and interest year-round.



Figure 2: Example of proposed basin bottom vegetation

Additionally, pedestrian connections are proposed between Central Avenue to Catalpa Avenue as well as the Potter Street sidewalk to the Metra station to the north. These improvements will improve walkability in the area and allow for visitors to view the educational signage and interact with the naturalized basin while improving access to public transportation. Coordination with Metra will take place and they will maintain the downstream ditches. An on-site meeting has already taken place with Metra regarding this task and Metra is internally starting to plan their maintenance activities. Although the pedestrian improvements will not be submitted for coverage under the ARPA Grant, they are important aspects of the project since they provide the local community access to the completed project.

A key function of this project is public education. Informational signage will be displayed to provide educational opportunities to pedestrians about the water quality benefits of the naturalized basin. The signage will be posted and will identify project funding sources, including DuPage County Stormwater Management (see Figure 3 and 4).



Figure 3: Example of educational signage



Figure 4: Example of funding source identification



Summary of Benefits

Inter-Jurisdictional Benefits

The proposed project takes place at the headwaters of Silver Creek. Therefore, improvements at this site will improve the water quality for the entire watershed. Specifically, this project has the potential to improve impairments within the entire watershed, including low Dissolved Oxygen, Total Phosphorus, and Sedimentation and Siltation. Additionally, improvements at the basin outlet will allow for the basin to release stormwater as it was designed. Currently, the emergency overflow overtops frequently due to outlet capacity issues which causes a large volume of water to release downstream all at once during rain events. The basin retrofit will reduce the frequency of emergency overflow overtopping and will allow the low flow outlet to be utilized more regularly. This will reduce flooding downstream by releasing stormwater at a much more gradual rate. For these reasons, the project has several jurisdictional benefits for multiple local and downstream stakeholders including:

- Homeowners in the immediate vicinity of the basin (flooding and aesthetic improvements)
- The City of Wood Dale (reduction in residential complaints and reduction in maintenance challenges for the basin)
- The Silver Creek Watershed and its eight (8) Illinois municipalities and townships (water quality and flooding):
 - Bensenville
 - Chicago (O'Hare Airport)
 - Franklin Park
 - Leyden Township
 - Maywood
 - Melrose Park
 - Northlake
 - Wood Dale
- Downstream property owners (water quality and flooding)

Flood Hazard Reduction Benefits

The existing basin is the headwaters of Silver Creek, but there is no mapped special flood hazard area this far upstream in the waterway. The flooding that has been experienced in and around this basin is associated with the overflow elevation being higher than some of the upstream storm sewer structures. The existing basin begins to overflow to the Metra right-of-way (ROW) at an elevation of approximately 700.2 feet. The existing drainage structures at the intersection of Catalpa Avenue and Windsor Street are at an elevation of approximately 700.0 feet. This means that the roadway begins to flood before the basin begins to overflow in its intended location. If the basin's overflow point is flowing at 6" deep, then the entire intersection of Catalpa Avenue and Windsor Street is flooded beyond the curbs and the intersection of Catalpa Avenue and Potter Street floods over the crown of the road. Since the basin's piped outfall is severely impacted by sediment, the basin is not draining properly and causing the overflow route to engage regularly thus flooding the streets regularly (Figure 5). The proposed improvements will reinstate the low flow outlet from the basin through cleaning of the existing 15" outfall, installing a new control structure and coordinating dredging of Metra's ROW to alleviate a high tailwater. The city is proposing to lower the overflow elevation to the Metra ROW as part of this project to allow for the basin to work as

intended without impacting the upstream intersections. The proposed basin improvements will help reduce roadway flooding and will, therefore, reduce flood hazards.



Figure 5: The existing basin after a rain event on March 31st, 2022. The City received 1.25 inches of rain on this day. Stagnant water remains for long period of time since the basin does not drain properly.

Structural Damage

The existing basin currently floods the adjacent roadways and has extended beyond the right of way. There are currently no reports of surface water flooding at the adjacent homes, but residents have complained of extended high ground water leading to long sump pump run times and increased risks of basement flooding. The proposed basin improvements will allow the basin to drain down after storm events and will reduce sump pump run times for adjacent residential homes; the project will reduce the likelihood of structural damage that could result from sump pump failure immediately after heavy rain events.

Water Quality Benefits

According to the Illinois Environmental Protection Agency's (IEPA) 303d list of impaired waters; Silver Creek (IL_OD-06) is impaired by **Iron, low Dissolved Oxygen, Total Phosphorus, and Sedimentation and Siltation**. The city and their consultant have utilized the Illinois Environmental Protection Agency's Spreadsheet Tool for Estimating Pollutant Load (STEPL) to analyze the projects water quality benefits. The construction of forebays at the downstream ends of the storm sewer outfall in combination with the naturalization of the basin **will provide reductions of phosphorus by 72%, Biological Oxygen Demand (BOD) by 83%, and sediment by 95%**.



Sediment collected in the forebays can be easily removed as part of the maintenance plan (3-year and 10-year) and removed materials will be properly disposed of by City staff.

The project will also reduce the frequency of flooding in the area. Grading and shaping of the basin will result in a net increase in basin volume and in combination with the jetting of the existing outlet pipe, will improve the overall hydraulics of the basin. The basin will be transformed from a poorly performing neighborhood nuisance to a beautiful local asset providing water quality benefits, restored hydraulic capacity, and educational opportunities to the community.

Natural Resource Benefits

The proposed improvements will result in the removal of approximately two (2) acres of turf grass and the creation of new wetland pools, wet-mesic prairie, and mesic prairies. These areas will provide habitat for insects, pollinators, birds, reptiles, amphibians, and mammals. The project will also include the planting of several floodplain trees. The trees along with the native vegetation will provide a source of shelter and food for wildlife and will provide visitors and adjacent residents with a place to connect with nature. The short-term and long-term Monitoring and Maintenance Plans are included in this application.

Nuisance Flood Reduction Benefits

The basin's existing overflow is currently being utilized frequently due to improper functioning of the basin's piped outlet. Every time the basin's overflow is engaged, the upstream roadway intersections flood. The repetitive flooding of these intersections has become a nuisance to the neighborhood. Residents regularly complain about the basin's poor function. The basin has lost volume due to sedimentation and is often partially full of water because it is unable to drain properly. The persistent ponding of water within the basin is a loss of available detention volume, a nuisance to the city for maintenance activities, and a nuisance to the neighborhood, as it breeds mosquitos. Most mosquito species take 7 days to hatch their larvae and currently the basin holds water beyond 7 days. The proposed basin will drain in less than 48 hours after the storm.

Additionally, this basin is located near an airport and per the FFA regulations, should have a maximum detention period of 48 hours (according to FAA AC 150/5200-33). Currently the basin is holding water for longer periods of time and the open water is attracting waterfowl. Waterfowl are hazardous near airports and pose a threat to airliners. The basin outlet improvements will allow the basin to drain properly and will reduce standing water. The basin naturalization will also reduce the open water since the vegetation will be approximately 3 feet tall. Lastly, the native prairie plants are a deterrent to Canadian geese. Keeping waterfowl away from this basin will help improve airline safety and will also reduce a source of fecal contamination in the waterways.

Multiple Use Benefits

Along with the hydraulic improvements and naturalization of the basin vegetation, the city is proposing to add a sidewalk connecting Central Avenue and Potter Street and Potter Street to the Metra Parking Lot. These proposed pedestrian connections will improve the walkability and connectivity to public transportation and will invite visitors to view the basin from different vantage points. Along the sidewalk there will be educational signage discussing the benefits of native vegetation and naturalized detention ponds.



Public Education Component

A key function of this project is public education. **Informational signage will be displayed to provide educational opportunities to pedestrians about the water quality benefits of native vegetation and the naturalized basin.** The signage will be posted and will identify any project funding sources, including DuPage County Stormwater Management.

Budget

The total project cost is \$494,851 which includes engineering, permitting, survey, construction oversight and non-eligible items including additional sidewalk and existing storm sewer cleaning. Of this total, \$413,481 is directly attributed to the construction of stormwater and water quality BMPs and qualifies for funding. **The City is requesting grant funding through the ARPA program in the amount of \$206,740 which represents 50% of the eligible flood control and stormwater costs.** Currently, a portion of the grant eligible project aspects are funded using 75% dedicated City funds and 25% DuPage County Water Quality Improvement Program (WQIP) funds. The city has already been awarded \$103,370 in WQIP funding to assist with the implementation of this project. The WQIP grant is a local funding source and will not interfere with the ARPA funds which are federally sourced. A detailed breakdown of costs is provided in the attachments. Table 1 provides a summary of the costs:

Table 1: Project cost and funding summary

Project Cost & Funding Summary	
Construction – Flood Control and BMP Related Costs Only	\$413,481.00
Funding Requested through ARPA (50% of the Flood Ctrl & BMPs Construction)	\$206,740.00
Funding already obtained Under DuPage County WQIP (25% of BMP Costs)	\$103,370.00
City of Wood Dale Share (25% of BMP Costs + Design + non-eligible)	\$184,741.00
Total Project Cost (City of Wood Dale, WQIP & ARPA + non-eligible)	\$494,851.00
% of Total Project Costs Funded by the City of Wood Dale	37.30%
% of Total Project Costs Requested Under DuPage County WQIP	20.90%
% of Total Project Costs Requested Under DuPage County ARPA	41.80%

Project Schedule

Table 2 provides the proposed project schedule.

Table 2: Project schedule

Project Schedule		
Task	Start Date	End Date
Conceptual design	November 2021	January 5, 2021
Survey and Design	March 2022	April 15, 2022
Grant applications	December 2021	April 2022
Permitting	April 2022	July 2022
Competitive Bidding	August 2022	September 2022
Construction	September 2022	November 2022
Short-Term Monitoring and Maintenance	November 2022	November 2025
Long-Term Monitoring and Maintenance	November 2025	November 2032



REQUEST FOR COMMITTEE ACTION

Referred to Committee: February 9, 2022
Subject: Tall Oaks Detention Basin Retrofit CE
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: Approval of a Professional Services Agreement between the City of Wood Dale and HR Green, Inc. for Construction Engineering Services for the Tall Oaks Detention Basin Retrofit Project in an Amount Not to Exceed \$51,217

RECOMMENDATION:

Staff Recommends Approval of a Professional Services Agreement between the City of Wood Dale and HR Green, Inc. for Construction Engineering Services for the Tall Oaks Detention Basin Retrofit Project in an Amount Not to Exceed \$51,217.

BACKGROUND:

The City previously entered into an agreement with HR Green to design improvements to the Tall Oaks detention basin. The project aims to naturalize the basin, adding forebays and native plant species to improve storm water quality and detention capabilities, and provide enhanced community aesthetics and interaction. Additionally, HR Green applied for funding through the Water Quality Improvement Program and the American Rescue Plan Act on behalf of the City and funding was awarded in a combined amount of up to \$310,110. The proposes construction engineering services will not be full time but rather only the hours needed for construction layout, inspecting materials, tracking progress and conformance with the specifications, confirming quantities and pay estimates, and necessary coordination with various agencies. Additional fees related to the design of an alternate bid item for the Potter Street rain garden improvements are included in this agreement as well.

ANALYSIS:

\$50,000 was included in the FY 24 CIP for costs related to construction engineering services for this project. The funds will come from the General Capital Projects Fund.

DOCUMENTS ATTACHED

✓ Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT

For

**Potter Street (Tall Oaks) Basin Retrofit
Construction Engineering Services**

Alan Lange, P.E.
Director of Public Works
Wood Dale
720 Central Avenue
Wood Dale, IL 60191-1596
(630) 787-3761

Todd Destree, P.E., CPESC
HR Green, Inc.
1391 Corporate Drive, Suite 203
McHenry, IL 60050
Project Number: 211545.02

2/3/2023

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- 6.0 PROFESSIONAL SERVICES FEE
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THIS **AGREEMENT** is between (City of Wood Dale) (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

COMPANY will provide CLIENT with construction engineering services for the Potter Street (Tall Oaks) Basin Retrofit improvements in accordance with the Scope of Services noted below, as well as the Alternative Bid Townhome basin.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

COMPANY will provide Construction Observation Services on a time and material, not-to-exceed contract amount basis. The man-hours provided for construction observation are based upon COMPANY providing the CLIENT with construction observation services on a part time basis based on the contractor activities. Any additional work due to an extended schedule dictated by the contractor's performance or unanticipated work due to site conditions shall warrant a contract addendum.

The following is a breakdown of the various tasks associated with the construction observation which will be completed by COMPANY.

A. Start Up

COMPANY will complete a preconstruction video of the proposed construction area to document the existing conditions prior to the start of construction.

COMPANY will ensure that the project details, construction timelines and any impacts that the project may create will be coordinated with the CLIENT prior to the start of construction.

COMPANY will mark, measure and document contract removal pay items prior to the contractor starting work.

COMPANY anticipates a Construction Technician will be onsite for approximately forty (40) hours to complete the above noted coordination and construction preparation. A total of forty (40) hours have been allotted to complete the project start up.



B. Construction Observation

COMPANY will be on-site to observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

COMPANY will complete Inspector's Daily Reports (IDRs) and a daily diary: measure and document contract quantities; complete payment estimates; change orders; and weekly reports. COMPANY will verify that all materials incorporated into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Special Provisions of this contract. COMPANY shall keep the CLIENT informed as to the progress of construction.

COMPANY anticipates that a Construction Technician will be onsite approximately twenty (20) hours per week for ten (10) weeks. An additional ten (10) hours have been allocated to a Project Manager to provide support to the Construction Technician during construction observation operations, ten (10) hours to provide design related support for the project and ten (10) hours to provide guidance and updates to CLIENT regarding design and construction aspects of the project. A total of two hundred thirty (230) hours have been allotted for daily field construction observation for this project.

C. Meetings

COMPANY will attend the preconstruction meeting at the CLIENT with the contractor and subcontractors. A total of seven (7) hours have been allotted for the Senior Project Manager (5 hours) and Construction Technician (2 hours) to attend the preconstruction meeting, prepare the agenda and complete the meeting minutes for the preconstruction meeting.

D. Administration/Coordination

This task will involve the oversight of the project by management, which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, CLIENT, the contractor, and subcontractors. COMPANY has allotted thirty-two (32) hours for the Senior Project Managers.

E. Project Close Out

COMPANY anticipates approximately eighty (80) hours to complete the project closeout and final documentation for this project. This task includes the preparation of final job records, completion of punch list, final payment estimate and final change order.



F. Alternative Bid Design (Townhome Basin)

COMPANY was asked to add alternative bid sheets to the Tall Oaks plan set to address a problematic basin near Tall Oaks Basin (about 1,550' east of Tall Oaks eastern basin edge). COMPANY made modifications to quantities, added various required plan sheets, and coordinated with the CLIENT regarding this topic. The fee for this work, lump sum, is \$5,000

Disclaimer

COMPANY shall not supervise, direct, or have any control over the contractor's, subcontractor's, or any entity performing any portion of the work, or any agents or employees of the contractor's or subcontractor's work. COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the aforementioned. Also, COMPANY is not responsible for the aforementioned safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the aforementioned.

COMPANY shall not be responsible for any acts or omissions of the aforementioned. COMPANY does not guarantee the performance of the aforementioned and shall not be responsible for the aforementioned failure to perform its work in accordance with the contract drawings and documents.

3.0 Deliverables and Schedules Included in this Agreement

COMPANY will provide the Final Engineer's Payment Estimate and Request for Approval of Change in Plans, as appropriate.

Upon completion of project closeout, COMPANY will provide the project job box containing final records, field books, calculations testing reports and evidence of material inspection.

4.0 Services by Others

None

5.0 Client Responsibilities

None

6.0 Professional Services Fee

6.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30

days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

6.2 Invoices

Invoices for COMPANY'S services will be submitted on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505.

6.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

6.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

6.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$51,217.00.

See attached Exhibit A for man-hours, payroll and contract cost.

7.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

7.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

7.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY'S services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

7.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

7.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of



suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

7.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

7.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY'S employees of the functions and services required under this AGREEMENT.

7.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY'S reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

7.8 Waiver

COMPANY'S waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

7.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

7.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

7.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY'S services under this AGREEMENT are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors,



subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

7.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

7.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

7.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

7.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

7.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

7.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and



expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

7.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

7.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY'S express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

7.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT'S expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT'S consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.



7.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

7.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

7.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.



7.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

7.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

7.26 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.

7.27 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

7.28 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.



This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Todd Destree, P.E.,
CPESC

Approved by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

City of Wood Dale

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____



January 26, 2023

FINANCE & ADMINISTRATION
COMMITTEE MINUTES

Committee Date: January 26, 2023
Present: Ald. Ames, Ald. Catalano, Ald. Curiale, Ald. Jakab, Ald. Messina,
Ald. Susmarski, Ald. Woods
Absent: None
Also Present: Mayor Pulice, City Manager Mermuys, Director Springer, Chief
Zito, Director Lange, Director Wilson, City Clerk Curiale, City
Treasurer Porch
Meeting Convened at: 7:44pm

APPROVAL OF MINUTES:

Ald. Susmarski made a motion, seconded by Ald. Jakab, to approve the minutes of the January 12, 2023 meeting as presented. A voice vote was taken, with all members voting aye.

REPORT & RECOMMENDATION:

NEW TIF INVESTIGATION PROPOSAL

DISCUSSION:

Director Wilson stated that he is looking for the Council to approve an agreement with SB Freidman in the amount of \$30,915.00 for consulting services for a new potential TIF District. The City currently has 3 TIF Districts, all of which have been reviewed and analyzed by SB Friedman. Our current TIF Districts are the Thorndale Corridor, Wood Dale Rd & Commercial, and along Route 83. The new proposal will focus on the remaining unincorporated area between Edgewood and Route 83, south of the newly created TIF and north of Foster Ave.

VOTE:

Ald. Messina made a motion, seconded by Ald. Woods, to approve \$30,915.00 for SB Friedman to investigate a new TIF District. A roll call vote was taken, with the following results:

Ayes: Ald. Ames, Ald. Catalano, Ald. Curiale, Ald. Jakab, Ald. Messina, Ald.
Susmarski, and Ald. Woods
Nays: None
Abstained: None



January 26, 2023

Motion: Carried

ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:

- FY 2024 Budget – February 23
- FY 22 Audit Report - March

ADJOURNMENT:

Ald. Catalano made a motion, seconded by Ald. Susmarski, to adjourn the meeting at 7:47pm. Upon a voice vote, the motion carried unanimously.

Minutes taken by Julie Szabo



REQUEST FOR COMMITTEE ACTION

Referred to Committee: February 9, 2023
Subject: TIF Funding Request Update – 855 Lively
Staff Contact: Brad Wilson, Finance Director
Department: Finance

TITLE: TIF Funding Request Amendment – 855 Lively

RECOMMENDATION:

Provide direction to staff regarding the additional TIF funding request for RKC Cleaners, located at 855 Lively. Based upon this direction, staff will work with legal to prepare the appropriate documents for the Council meeting.

BACKGROUND:

RKC Cleaners had previously submitted a TIF Funding request last year. The Council granted them \$1.552 million for the renovation of the property and relocation expenses from their current facility.

ANALYSIS:

The project budget at that time of their original submittal (included land acquisition) was slightly over \$9 million. At that time, they had planned on moving into the property, commence operations, and then work on a building expansion. However, as they began to modernize the existing facility, they realized that approach would lead to having to move equipment a second time, resulting in additional moving and utility relocation costs necessitating the need to do the expansion first. The variance for said expansion was approved on February 2nd.

Based upon this change, they are anticipating additional costs of approximately \$785,000 that were not foreseen when they started the project. In previous situations, the City has done 50% of the costs, which in this case would be \$392,500. Considering their original approval, that would take the total funding to \$1,944,500.

The subject property, 855 Lively, is located within the TIF, so TIF funding is allowable. There is sufficient funding in the TIF account to support such a request.

DOCUMENTS ATTACHED

✓ None