



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, AUGUST 8, 2019 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
AUGUST 8, 2019

I. PLANNING, ZONING & BUILDING COMMITTEE

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
 - i. July 11, 2019 Planning, Zoning & Building Committee Minutes
- D. Report and Recommendation
 - i. Engage Teska Associates to Initiate the UDO/Zoning Assessment Project for an Amount not-to-exceed \$19,500
 - ii. Retail Coach Contract Extension
- E. Items to be Considered at Future Meetings
- F. Adjournment

II. PUBLIC WORKS COMMITTEE

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
 - i. July 11, 2019 Public Works Committee Minutes
- D. Report and Recommendation
 - i. Approval of Letter of Understanding (LOU) for Landscaping Maintenance for IL-390

- ii. Update of the Ward 2 & 3 Stormwater Project
- iii. 2019 Pavement Patching Program
- iv. Royal Oaks Lift Station Improvements
- E. Items to be Considered at Future Meetings
- F. Adjournment

III. FINANCE & ADMINISTRATION COMMITTEE

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
 - i. May 9, 2019 Finance & Administration Committee Minutes
- D. Report and Recommendation
 - i. Authorize the Use of TIF Funds in the Amount of \$78,669.08 to Relocate the AT&T Equipment Box on Mittel Boulevard which would Permit the Installation of an Additional Left Turn (North) Lane on Mittel Boulevard to North Wood Dale Road
- E. Items to be Considered at Future Meetings
- F. Adjournment

POSTED IN CITY HALL ON AUGUST 2, 2019 AT 4:00 PM



PLANNING BUILDING & ZONING COMMITTEE MINUTES

Committee Date: July 11, 2019
Present: Ald. Jakab, Messina, Sorrentino, Susmarski
& E. Wesley
Absent: Ald. Catalano, R. Wesley & Woods
Also Present: Mayor Pulice, City Manager Mermuys, Treasurer Porch, City
Manager Mermuys, Police Chief Vesta, Deputy Chief Frese,
A. Lange, B. Garelli, G. Pociecha
Meeting Convened at: 7:35 p.m.

APPROVAL OF THE MINUTES:

The minutes of the June 13, 2019 meeting were approved as presented.

REPORT & RECOMMENDATION

APPROVAL OF LOT CONSOLIDATION FOR CASE NO. 2019-CDC-02, LOT CONSOLIDATION FOR
131-133 CENTER ST & 140 FLORINA CT

DISCUSSION:

Ms. Pociecha explained this request is for a lot consolidation to consolidate three residential lots into one lot of record. The Florina Court structure where the owner resides will remain as is. One of the other two lots is vacant and the other has a building on it which they plan to demolish. They are zoned R2 which are large lot residential and are mainly surrounded by residential properties. As part of the lot consolidation the petitioners are proposing a number of improvements, including the demo of the single story residence on Center Street. They would like to put in a pool, shed/pool equipment storage, basketball court, installation of a privacy fence, and rain garden. She explained it does not align with future development or meet other Comprehensive Plan goals. The allowable uses are in compliance with the UDO except it doesn't meet uniform lots in residential district. A Public Hearing was held June 17th where concerns were voiced regarding drainage, maintenance of current and future property, noise from the basketball court, lighting for the court and having a through-lot (back yard adjacent to front yard). CDC voted to deny lot consolidation, and staff is recommending denial since it is not consistent with the UDO or Comprehensive Plan.

Ald. E. Wesley asked if the developer has returned after the meeting to try and resolve the differences. Ms. Pociecha received an inquiry where they wanted to present additional

evidence, but she has not received anything further. Ald. Messina commented that this request speaks volumes of the growing appeal of the City, but that Council wants to keep consistent with its set standards.

VOTE:

Ald. Jakab made a motion, seconded by Ald. Susmarski, based on the submitted petition and testimony presented the proposed lot consolidation meets standards for denial and is not consistent with the UDO and Comprehensive Plan, and therefore he moved that the CDC adopt the findings of fact included within the staff memo as the findings of the Community Development Commission and recommend denial of Case No. 2019-CDC-02. A roll call vote was taken, with the following results:

Ayes:	Ald. Jakab, Messina, Sorrentino, Susmarski, E. Wesley
Nays:	None
Abstained:	None
Motion:	Denied

ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:

- Parking on patio instead of driveway (Ald. Jakab)

ADJOURNMENT:

The meeting adjourned at 7:45 p.m.

Minutes taken by Eileen Schultz



REQUEST FOR COMMITTEE ACTION

Referred to Committee: August 8, 2019
Subject: UDO/Zoning Assessment
Staff Contact: Ed Cage, AICP, CD Director
Department: Community Development Department

TITLE: Engage Teska Associates to Initiate the UDO/Zoning Assessment Project for an Amount not-to-exceed \$19,500

RECOMMENDATION:

Staff recommends to engage with Teska Associates to initiate the UDO/Zoning Assessment Project with a not-too-exceed amount of \$19,500.00

ANALYSIS:

Staff has processed a large number of Text Amendments to the Unified Development Ordinance (UDO) over the last few years. This includes; Commercial Occupancy, Master Fee Schedule, Build-to-Lines, Auto-Related Uses, to name but a few. Economic Development and redevelopment projects are now actively replacing Text Amendments at the Community Development Commission's agenda, but the need to further amend and update the UDO still remains.

Updating the UDO was a high priority finding from the 2018 Comprehensive Land Use Plan and its analysis. The need to update the UDO is growing, with a substantial number of economic development requests within the Thorndale Corridor Overlay and elsewhere. It has been noted that the Thorndale Corridor Overlay has some very restrictive types of uses and restrictive and unrealistic off-street parking regulations. These coded regulations along with the UDO requirements do add some restrictions on these future redevelopment and economic development projects.

Recently, Staff has met with a number of property owners and businesses within the Business Park, and there have been a number of discussions on various text amendments, for both parking and restrictive uses within the Thorndale Corridor

Overlay. Rather than piecemeal an approach to these various requests, Staff felt that the number of requests warrants an update of these Codes and Ordinances.

Teska Associates has submitted a scope of services for a UDO/Zoning Assessment. This project will analyze what portions of the UDO/Zoning Ordinances will need revisions and/or modifications, moving forward. This is the next logical step of evaluating our UDO/Zoning requirements, after the recent adoption of the 2018 Comprehensive Land Use Plan. Also, the value of using a consultant familiar with the City, should not be underestimated.

DOCUMENTS ATTACHED

- ✓ Scope of Services from Teska Associates



October 3, 2018

Ed Cage, AICP
Community Development Director
City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191

Dear Ed,

Thank you for the opportunity to provide the City of Wood Dale with this proposal for zoning related services. As we discussed, the City's current zoning ordinance requires a number of refinements and a rewrite may be appropriate. However, a first logical step is to evaluate the status of the current code and to create a scope of services by which some or all of it could be amended. The work tasks outlined below reflect such an evaluation of the ordinance. As we also discussed, there is value to having a legal review be part of the zoning evaluation and potential update. Much of a zoning code, from sign regulations to hearing notice provisions and procedures, from group homes to authorities of the Zoning Administrator, has questions that are best handled by a practiced legal perspective. To address this need, we are joined in the proposal by Ancel Glink – one of the state's leading municipal law firms.

I will lead Teska's work on the code review, focusing on matters such zoning districts, accessory structures, definitions, parking, landscaping and planned development. David Silverman, AICP, from Ancel Glink will lead their review on matters relating to administration, signs, non-conformities, and other areas of legal concern. However, both firms will review all aspects of the code and apply their experience and expertise. We have conducted other zoning assignments with Ancel Glink, and find our joint consideration makes for a thorough analysis. Further, as the work program makes clear, this work is best done as a collaborative process between the consultant and City staff. That approach creates a far more complete evaluation, ensuring that the outside perspective and experience on codes is combined with an understanding of day to day zoning work in Wood Dale. Steps in the proposed process are described below.

Phase 1: Zoning Code Technical Audit

Task 1: Meet with Staff

A first step in the process is to meet with City staff to review the various items in the zoning ordinance requiring an update (as evident from your managing the code) as well as discussing general operations of code applications and the utility of major code sections (signs, non-conformities, entitlement processes, etc.). In addition, we will meet with representatives from other City departments that interact with the development process to understand their interactions with the code (this might include Public Works, Administration, and the City Attorney – it is Ancel Glink's practice in evaluating and drafting zoning codes to work closely with the municipal counsel).

Task 2: Review of Codes and Policies

A thorough review of City's zoning code will be conducted (our experience in working with you to prepare the City's Comprehensive Plan will be applied in understanding relevant development policies – for example how to facilitate development of commercial outlots, identified in the plan as opportunities for economic development). The intent of this review is to understand the code's effectiveness in addressing public policies, comparing it to best practices, and considering the extent to which it is a customer friendly document. This task also will include review and evaluation of the City sign code, relevant administrative policies and procedures, and research of zoning practices as may be appropriate.

Task 3: Meet with Customers

The City will identify participants and set up small group meetings with users of the zoning code and customers of the zoning entitlement and building permit processes. The purpose of the workshops is to understand how the code and zoning procedures support or constrain desired development. Meetings will generally last an hour and groups to be interviewed might include contractors, residents, local businesses (small and large), architects / designers, and engineers. City appointed, or elected officials also could be interviewed. The findings of the interviews will be incorporated into the technical audit.

Task 4: Prepare Technical Audit Memo

Observations, findings and recommendations for amendments will be compiled into a draft memorandum. This report will consider the code's standards, approaches to regulation, and entitlement processes in light of best practices and how well it matches the operations and desired zoning outcomes of the City. The review will note categories or types of deficiencies in the code, with the intent of these being highlighted in the scope of services (Task 7) as specific update needs. The memorandum will be provided to the City in draft form for review and discussion.

Task 5: Audit Review Workshop

A workshop meeting with City staff will be conducted to review the Technical Audit. The intent of this meeting is to confirm the report findings and consider the appropriateness of recommended code amendments. While there are best practices in dealing with zoning, local practice must also be weighed before deciding to make changes. Understanding these options will be important and they will help to create a more focused scope of services. Based on input from the workshop, findings and recommendation of the audit may be revised as necessary and a final audit memo provided to the City.

Task 6: City Council

Finding of the Technical Audit will be presented at a City Council meeting. The consultant will summarize report findings, facilitate discussion and answer questions.

Phase 2: Scope of Services for Code Revisions**Task 7: Recommended Scope of Services**

Based on the input from meetings with the City and code review conducted in Phase 1, a recommended scope of services for update or rewrite of the City zoning code will be prepared. The scope will highlight the key findings of the audit, questions to be resolved, and issues to be addressed. It will essentially tell the story of the need for a code update. In this way the scope can become a public document and help residents and local businesses understand the need for an updated code and the process by which it will be done.

The scope will reflect work tasks to be taken and their appropriate order. It also will include recommendations for the amount and type of public input to be part of the update process. Direction also will be provided regarding specific code elements (such as technical standards, procedures, user friendliness) and issues to be addressed. The scope will reflect options for how the update can be conducted, such as entirely in house, through consultant services, or a combination of staff and consultant responsibilities. A cost range anticipated for consultant executed code development will be included in the draft.

Task 8: Scope Review Workshop

The recommended scope of services will be provided to the City for review and discussed at a workshop meeting with staff. Similar to Task 5, the intent of this meeting is to ensure that that recommended scope of services accurately reflects the City's needs and expectations.

Task 9: Finalize Scope

Based on input from the staff workshop, the scope of services will be revised as necessary and a final scope document provided to the City.

Based on the tasks described above, we propose to conduct this work program with Ancel Glink for a not to exceed cost of \$19,500 and expect it will be conducted over two or three months (depending on how meetings are scheduled).

Please let me know if you have any questions.

Sincerely,



Michael Blue, FAICP
Principal

Cc: David Silverman, Ancel Glink



REQUEST FOR COMMITTEE ACTION

Referred to Committee: August 8, 2019
Subject: Retail Coach Contract Extension
Staff Contact: Ed Cage, AICP, CD Director
Department: Community Development Department

TITLE: Retail Coach Contract Extension

RECOMMENDATION:

Staff recommends to continue with the second year of the Retail Coach contract with a not-too-exceed amount of \$30,000.00.

ANALYSIS:

As you will recall, The City entered into a contact with the Retail Coach in August 2018. This was a one year contract, with options for a second and third year. At this point, we are at the end of year one of the contract, with the decision of whether to extend the contract for an additional year, in the not-too-exceed amount of \$30,000.00.

To date, Retail Coach has actively marketed approximately 15 to 20 sites within the City of Wood Dale, directly and via ICSC ReCon. The focus has been on attracting restaurant, beverage and retail users to the City. It is apparent that the most interest from food users focus on the west side of the City. As with our other recent developments, some of these redevelopment deals take 12 to 24 months to facilitate. The Retail Coach is discovering what staff already knows, that some of our current property owners can be challenging to work with.

With the various Wood Dale analysis, marketing reports and spotlight on certain sites, the Retail Coach believes we have some solid traction on the west side of the City with some desirable food users. It is important to note, that there is no staff person that can dedicate the amount of time that the Retail Coach spends on these sites with developers and end users. This was a budgeted item in the CIP wherein the market strategy firm would assist with economic development through a multi-step process to help focus business outreach and development efforts.



PUBLIC WORKS COMMITTEE MINUTES

Committee Date: July 11, 2019
Present: Ald. Jakab, Messina, Sorrentino, Susmarski,
E. Wesley
Absent: Ald. Catalano, R. Wesley & Woods
Also Present: Mayor Pulice, City Manager Mermuys, Treasurer Porch, City
Manager Mermuys, Police Chief Vesta, A. Lange, B. Garelli,
G. Pociecha
Meeting Convened at: 8:00 p.m.

APPROVAL OF THE MINUTES:

The minutes of the June 13, 2019 meeting were approved as presented.

REPORT & RECOMMENDATION

APPROVAL OF AMENDMENTS TO ARTICLE VII OF UNIFIED DEVELOPMENT ORDINANCE
REFLECTING CHANGES TO DUPAGE COUNTY STORMWATER MANAGEMENT ORDINANCE
INCLUDING ADOPTION OF NEW FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE
MAPS

DISCUSSION:

Two reps from Robinson Engineering were present and explained they are proposing amendments to two chapters within the Wood Dale UDO as a formality. They are required to go through this motion to put the new dates and panel numbers within the ordinance. They are also updating the City's ordinance to match DuPage County's ordinance. They went through a comprehensive review of the Wood Dale Code next to the county code with IDR to make sure the City is meeting all federal requirements to remain eligible within the national flood insurance program.

VOTE:

Ald. E. Wesley made a motion, seconded by Ald. Jakab, to approve Amendments to Article VIII of Unified Development Ordinance Reflecting Changes to DuPage County Stormwater Management Ordinance Including Adoption of New Flood Insurance Study and Flood Insurance Rate Maps. A voice vote was taken, with the following results:



Ayes: Ald. Jakab, Messina, Sorrentino, Susmarski, E. Wesley
Nays: None
Abstained: None
Motion: Carried

REPORT & RECOMMENDATION:

APPROVAL OF AGREEMENT BETWEEN CITY OF WOOD DALE & BAXTER & WOODMAN, INC FOR 2019 STREET SUFFICIENCY STUDY

DISCUSSION:

None

VOTE:

Ald. E. Wesley made a motion, seconded by Ald. Susmarski, to approve an Agreement between the City of Wood Dale and Baxter & Woodman, Inc. for the 2019 Street Sufficiency Study in the not-to-exceed amount of \$29,810. A roll call vote was taken, with the following results:

Ayes: Ald. Jakab, Messina, Sorrentino, Susmarski, E. Wesley
Nays: None
Abstained: None
Motion: Carried

REPORT & RECOMMENDATION:

APPROVAL OF AGREEMENT BETWEEN CITY OF WOOD DALE AND JOHN NERI CONSTRUCTION CO. INC. FOR FY2020 HIAWATHA SEWER REPAIR

DISCUSSION:

Brett Garelli explained the goal of city is to televise and find problems before larger problems arise. They found a 40 feet section in bad shape and are looking to replace. They also found it is transite pipe that contains asbestos so a licensed asbestos removal company is needed. The resident at is in agreement and Public Works will assist with doing the restoration in the house. Ald. Messina asked which addresses were affected and was advised the section is in front of the 378 residence, and some other lawn work will need to be restored. Mr. Lange sated they will remove an entire section of sidewalk so it all matches. Mr. Garelli stated that it is on easement, but the easement is on their lawn and driveway. Ald. Messina asked if the lake can ever impact the sewer lines. Mr. Garelli responded that the pond is away from this section. Staff has televised that area and didn't see any signs of I&I and not seen any other issues. Ald. Jakab clarified that this is for sewer pipes and not water pipes.



VOTE:

Ald. E. Wesley made a motion, seconded by Ald. Sorrentino, to approve an Agreement between the City of Wood Dale and John Neri Construction Co., Inc. for the FY 2020 Hiawatha Sewer Repair in a Not to Exceed Amount of \$23,800. A roll call vote was taken, with the following results:

Ayes:	Ald. Jakab, Messina, Sorrentino, Susmarski, E. Wesley
Nays:	None
Abstained:	None
Motion:	Carried

REPORT & RECOMMENDATION:

APPROVAL OF REVISIONS TO REAR YARD DRAINAGE ASSISTANCE PROGRAM INCLUDING EXTENSION OF PROGRAM TO NOT-FOR-PROFIT ENTITIES

DISCUSSION:

Mr. Lange stated the City offers a program to help mitigate flooding on private property. As requested by Committee, staff has revised and clarified procedural steps, clarified reimbursement limits, removed ineligibility of rental properties and extended to not-for-profit properties as long as they meet same criteria as private homeowners and reimbursement does not exceed the limit.

VOTE:

Ald. Messina made a motion, seconded by Ald. Jakab, to approve Revisions to the Rear Yard Drainage Assistance Program Including Extension of Program to Not-For-Profit Entities. A roll call vote was taken, with the following results:

Ayes:	Ald. Jakab, Messina, Sorrentino, Susmarski, E. Wesley
Nays:	None
Abstained:	None
Motion:	Carried

REPORT & RECOMMENDATION:

APPROVAL OF FINAL PROJECT COSTS FOR CONTRACT I-14-4638 – ILLINOIS ROUTE 390 ITS PROJECT AND RECOMMENDED ACTION ON LAND ACQUISITION CREDITS OWED TO CITY OF WOOD DALE BY ILLINOIS STATE HIGHWAY AUTHORITY

DISCUSSION:

Mr. Lange explained there are two actions being requested, and that this is the final cost for the final tollway project that affects the City of Wood Dale. The City received land acquisition credits from the Tollway that's been used as a bank account to offset costs of various project enhancements like landscaping, bike paths, upgraded fences, etc. This is the last project cost that has been finalized. The first action is to agree to the final cost for that project. They did come in under budget. The second action is what to do with the remaining land acquisition credits.

Mr. Marquardt reported that the spread sheet in the Agenda summarizes all of the credits for the entire project by the Tollway and all costs of the various projects. The remaining balance is \$344,816.43. There are three potential actions the City can take: 1) The Tollway has requested a donation to them as in kind for the project, 2) the City can request payment of those fees, or 3) the City can do a combination of those two options. Once a decision is made, Mr. Marquardt recommended that a response be sent on City letterhead rather than just having an email sent from him.

VOTES:

Ald. E. Wesley made a motion, seconded by Ald. Jakab, to approve the final project costs for Contract I-14-4638 for the amount of \$19,530.15. A roll call vote was taken, with the following results:

Ayes: Ald. Jakab, Messina, Sorrentino, Susmarski & E. Wesley
Nays: None
Abstained: None
Motion: Carried

Ald. E. Wesley made a motion, seconded by Ald. Jakab, to notify the Tollway that the Council is requesting payment to the City for those fees for the amount of \$344,816.43. A roll call vote was taken, with the following results:

Ayes: Ald. Jakab, Messina, Sorrentino, Susmarski, E. Wesley
Nays: None
Abstained: None
Motion: Carried

ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:

- None



ADJOURNMENT:

The meeting adjourned at 8:18 p.m.

Minutes taken by Eileen Schultz



REQUEST FOR COMMITTEE ACTION

Referred to Committee: August 8, 2019
Subject: Tollway LOU
Staff Contact: Alan Lange, Assistant Public Works Director
Department: Public Works

TITLE: Approval of Letter of Understanding (LOU) for Landscaping Maintenance for IL-390

RECOMMENDATION:

Staff recommends concurrence with the Letter of Understanding regarding maintenance within City of Wood Dale rights-of-way along IL-390 corridor drafted by the Illinois State Toll Highway Authority (Tollway).

BACKGROUND:

The Tollway has completed construction of the IL-390 improvements which run along the northern boundary of the City of Wood Dale. As part of the overall beautification efforts of this project the Tollway has undertaken two landscaping maintenance and planting contracts including plantings within City of Wood Dale rights-of-way. The Tollway has completed the plantings as of spring 2019 and is requesting the City assume the maintenance responsibilities for the plantings which lie in City operated rights-of-way. The two areas requiring maintenance would be:

- South side of North Thorndale Avenue, west of Mittel Boulevard
 - 6 Swamp White Oaks
- Northwest quadrant of South Thorndale Avenue and Lively Boulevard intersection
 - 3 Gingko trees and planting beds containing Red Twig Dogwood Shrubs

ANALYSIS:

The Tollway is responsible for the design, planting, and maintenance period warranty coverage. The warranty period extends through spring 2020. A final end of warranty walk through would be completed at this time. The City will need to plan for nominal maintenance expenses for these areas as part of the citywide parkway maintenance program.

DOCUMENTS ATTACHED

- ✓ Letter of Understanding drafted by Tollway
- ✓ HR Green Memo

August 1, 2019

Mayor Nunzio Pulice
City of Wood Dale
404 North Wood Dale Road
Wood Dale, IL 60191

Re: **Letter of Understanding**

Elgin O'Hare Western Access (EOWA)

Illinois Tollway Contract I-18-4691: Landscaping – Illinois Route 390 from Park Boulevard to Wood Dale Road and Contract I-18-4692: Landscaping – Illinois Route 390 from Wood Dale Road to Supreme Drive

Dear Mayor Pulice:

This Letter of Understanding (hereinafter referred to as "LOU"), executed in duplicate, has been prepared to outline the general understanding between the City of Wood Dale (hereinafter referred to as "City") and the Illinois State Toll Highway Authority (hereinafter referred to as "Illinois Tollway") (referred to individually as "Party" and together as "Parties"), with regard to landscaping responsibilities.

Whereas;

- As part of the EOWA Project improvements, the Illinois Tollway will complete landscaping included in Contract I-18-4691, Illinois Route 390 Landscaping from Park Boulevard to Wood Dale Road, and Contract I-18-4692, Illinois Route 390 Landscaping from Wood Dale Road to Supreme Drive ("the Project"). The contracts call for landscaping improvements, including trees and shrubs, seeding, and all other work necessary to complete the contracts in accordance with the approved plans and specifications.
- The Parties agree to be responsible for trees, shrubs and other landscaping included as part of Contracts I-18-4691 and I-18-4692 within their respective right of way. The right of way conveyance and ownership along Illinois Route 390 is part of a separate intergovernmental agreement between the Parties.
- The Project landscaping improvements within the City right of way and along roadways under the City's jurisdiction includes trees planted along the south side of North Thorndale Avenue west of Mittel Boulevard and trees in the northwest quadrant of the South Thorndale Avenue/Lively Boulevard intersection.

Now, therefore, based upon the above recitals, the Illinois Tollway and the City agree to establish the following guidelines with regard to landscaping maintenance responsibilities along Illinois Route 390 from Park Boulevard to Wood Dale Road.

The Illinois Tollway will:

- Be responsible for the final design and construction of Contracts I-18-4691 and I-18-4692, including any required utility coordination and/or permitting in accordance with the approved plans and specifications.
- Install the trees/shrubs as part of Contracts I-18-4691 and I-18-4692 according to current Illinois Tollway specifications and will guarantee the health of the trees for one (1) year from the date of installation under the warranty of the Illinois Tollway's contractor.
- Maintain, or cause to maintain, landscaping improvements within Illinois Tollway right of way installed by the Project. Landscaping located on other's right of way is defined in separate agreements as required.

The City will:

- Assume ownership and maintenance of landscaping improvements within City right of way upon completion of the improvements in accordance with the period of establishment as defined by the Illinois Tollway Standard Specifications as part of Contracts I-18-4691 and I-18-4692.

This LOU shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and approved assigns.

Please confirm your concurrence with the above understanding by countersigning, dating and returning one original. If you have any questions, our Intergovernmental Agreements Manager, Jim McDonough at (630) 241-6800 ext. 3906.

Sincerely,

Paul D. Kovacs, P.E.
Chief Engineering Officer

CONCUR: _____

Mayor Nunzio Pulice
City of Wood Dale

DATE: _____

cc: Rocco Zucchero
Manar Nashif
Bob Lane
Jim McDonough



MEMO

To: City of Wood Dale Mayor and City Council

From: Scott Marquardt, Associate / Group Manager

Subject: Illinois Tollway//City of Wood Dale
Contract 4691: Landscaping Illinois Route 390 from Park Boulevard to Wood Dale Road
Contract 4692: Landscaping Illinois Route 390 from Wood Dale Road to Supreme Drive
Recommendation for Approval of Letter of Understanding (LOU) for Landscaping
Maintenance

Date: July 3, 2019

Mayor Pulice and City Council,

BACKGROUND

As you are well aware, the Tollway has completed construction of the Illinois Route 390 Improvements throughout the City of Wood Dale. Following this construction, the Tollway also undertook two followup landscaping maintenance and planting contracts along Illinois Route 390 through the City of Wood Dale limits as part of overall corridor beautification efforts.

HISTORY

The two mentioned Tollway landscaping contracts included plantings within rights of way owned and maintained by multiple entities, including Tollway, DuPage County, and the City of Wood Dale.

The City of Wood Dale will have no involvement for maintenance responsibilities for any plantings within Tollway rights of way, including within any stormwater management areas or bioswales. Unless the City were to enter into any separate agreements with DuPage County, the City of Wood Dale will have no involvement for maintenance of landscaping within any DuPage County rights of way.

For those plantings which have been placed within City of Wood Dale rights of way, the Tollway has the responsibility for design, planting and maintenance period warranty coverage. Upon completion of the project, the Tollway is requesting that the City of Wood Dale accept maintenance responsibility for those additional plantings which serve as additional parkway beautification.

The areas of plantings for which the City will be responsible for maintenance of are at the following location:

- South side of North Thorndale Avenue, west of Mittel Boulevard
 - Approximate quantity of 6 Swamp White Oaks
- Northwest Quadrant of South Thorndale Avenue / Lively Boulevard intersection
 - Approximate quantity of 3 Ginkgo trees and planting beds containing Red Twig Dogwoods shrubs

CONSTRUCTION AND WARRANTY

The installation of all landscape plantings has been completed in Spring 2019.

The warranty period for these plantings, during which they are the responsibility of the Tollway landscaping contractor, extends through Spring 2020.

The City should plan on a final end of warranty walkthrough with Tollway personnel in Spring 2020 to evaluate the conditions of the plantings at the end of the warranty period and document if any replacements are required.

FUNDING

The City will need to plan for nominal maintenance expenses for these planting beds and parkway trees on an annual basis as part of the Citywide parkway maintenance program.

REQUESTED ACTION

The Tollway is requesting the City approve the attached Letter of Understanding regarding landscaping maintenance within two areas of City right of way.

SUMMARY AND RECOMMENDATION

I recommend that City Council provide direction to the Mayor to execute the attached LOU and return to the Illinois Tollway.

I can be in attendance at the July 11, 2019 Committee of the Whole meeting and will be available to answer questions.



REQUEST FOR COMMITTEE ACTION

Referred to Committee: August 8, 2019
Subject: Ward 2 & 3 Stormwater Project
Staff Contact: Alan Lange, Assistant Public Works Director
Department: Public Works

TITLE: Update of the Ward 2 & 3 Stormwater Project

RECOMMENDATION:

Staff recommends a resolution approving a contract between the City of Wood Dale and Robinson Engineering for services relating to Ward 2 & 3 Stormwater Project IEPA loan application in an amount not to exceed \$25,000

BACKGROUND:

Robinson Engineering will be providing a status update for the Ward 2/3 Stormwater Project. Their presentation will focus on the following:

1. Current & upcoming construction status – Squaw Creek / Dalewood / Gilbert
2. Proposed plan to fund majority of remaining work thru IEPA low interest loan
 - a. Cost to proceed with Facilities Plan, Loan Application ~ \$25,000
 - b. Updated project schedule and cost estimates for Phase 1 (Potter/Prospect), Phase 2 (southern areas).
3. Overview of proposed work at School District #7 / and our meeting there on August 15th
 - a. Critical nature of timing it next summer while school's out
 - b. This timing will likely require funding for this portion other than IEPA loan in order to guarantee optimal schedule

At its last update on May 6th, Robinson had identified that construction costs for the underground detention system could be lowered by over \$1 million if a significant portion of the storage could be constructed in the grassy area on the Westview Elementary School property. They will be presenting further details to the School Board on August 15th with the intent of gaining full support to proceed.

A key to the School's participation will be that construction on its property must be completed over the summer months while school is not in session. Due to the unpredictable schedule often associated with IEPA loan approvals, Robinson is recommending that this portion of the overall project be financed separately from the IEPA loan to ensure a construction schedule during the 2020 summer break. Presuming School Board approval is achieved, Robinson intends to complete the plans for this portion of the work this fall to facilitate a bid opening in January 2020. This will ensure that all utility coordination, material ordering and delivery, etc. can be achieved in plenty of time to facilitate the tight 10-week construction timetable on school property. The estimated construction cost for the school portion of the work to be financed outside the IEPA loan.

The remaining portions of the Potter/Prospect project including the lift station and conveyance sewers would be funded by the IEPA loan, with construction likely beginning in fall 2020. Similarly, the entire Phase 2 project south of Sarah Lane would also be included in the IEPA loan.

ANALYSIS:

It is in the interest of the City to apply for low interest loans offered through the IEPA. It is also in the interest of the City to complete the Ward 2 & 3 Stormwater Project in a timely fashion, and to have the cooperation of the School Board to construct an underground retention system on their property. Therefore it is recommended that the City contract with Robinson Engineering to assist with the application process for IEPA loans. This will be budgeted out of the Capital Projects Fund which allocates \$250,000 for design and study. The City will finance the portion of work on school property separately from the IEPA loan.

DOCUMENTS ATTACHED

✓ None



REQUEST FOR COMMITTEE ACTION

Referred to Committee: August 8, 2019
Subject: 2019 Pavement Patching Program
Staff Contact: Alan Lange, Assistant Public Works Director
Department: Public Works

TITLE: 2019 Pavement Patching Program

RECOMMENDATION:

Staff recommends a resolution approving a contract between the City of Wood Dale and R.W. Dunteman Company for the 2019 Pavement Patching Program in an amount not to exceed \$133,434.

BACKGROUND:

The City of Wood Dale is responsible for the maintenance and repair of its roadway network as a matter of public health and safety. In addition to pothole patching, each year the City awards a contract for the resurfacing of sections of its roadways. In April, utilizing the most recent Streets Sufficiency Study, the Public Works Department conducted a survey of street conditions throughout town and identified the areas most in need of repaving. Bids were solicited for approximately 7,560 square yards of 3-inch grind and overlay on sections of the following streets within the City limits:

- Center Street between Wood Dale Road and Grove Avenue
- Montclare Lane between Montrose Avenue and Juniper Drive
- Forest Preserve Drive between Mill Road and Brookwood Drive
- Dunlay Street from Edgewood Avenue to eastern dead-end

ANALYSIS:

The Pavement Patching Program is budgeted for annually within the Road and Bridge Fund. For fiscal year 2020 the City budgeted \$135,000 for road resurfacing and repair. Bids were opened publicly on July 30, 2019 at City Hall. Six companies submitted bids.

All bids were reviewed and R.W. Dunteman was determined to be the lowest qualified bidder and the only bid within the budgeted amount. Bid results were as follows:

1. Builder's Paving	\$229,824
2. Chicagoland Paving	\$189,000
3. Schroeder	\$257,040
4. Brother's Asphalt	\$151,200
5. M + J Asphalt	\$245,700
6. R.W. Dunteman	\$133,434

DOCUMENTS ATTACHED

- ✓ 2019 Pavement Patching Program Bid Documents
- ✓ Bid Results

RETURN WITH BID

Submitted By: _____

Company Name: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Fax: _____

**CITY OF WOOD DALE
DUPAGE COUNTY, ILLINOIS**

**NOTICE TO CONTRACTORS
CONTRACT DOCUMENTS
SPECIFICATIONS**

FOR

**CITY OF WOOD DALE – 2019 PAVEMENT PATCHING PROGRAM
July 1, 2019**

Annunziato Pulice, Mayor

Shirley J. Siebert, City Clerk

Prepared By:

City of Wood Dale, Public Works
404 N. Wood Dale Road
Wood Dale, Illinois 60191

**CITY OF WOOD DALE
2019 PAVEMENT PATCHING PROGRAM**

NOTICE TO BIDDERS

Sealed bids for the “**2019 PAVEMENT PATCHING PROGRAM**” will be received in the office of the City Clerk, City of Wood Dale, IL 60191 until 10:00 a.m. on the 30th day of July, 2019, at which time all bids will be publicly opened and read. All bids must be submitted in a sealed envelope marked in the lower left hand corner “**SEALED BID, DO NOT OPEN; PROPOSAL OF [NAME OF BIDDER] FOR THE CITY OF WOOD DALE 2019 PAVEMENT PATCHING PROGRAM.**”

Specifications may be obtained at the Clerk’s office or by mail/email upon request. This is a prevailing wage project.

Please contact Alan Lange, Assistant Public Works Director, by phone 630.787.3761, or by email at alange@wooddale.com, with any questions regarding the bid.

All proposals must be accompanied by a bid guarantee consisting of a bid bond, a cashier's check, or certified check in the amount of not less than five percent (5%) of the amount of the bid.

Failure of the U.S. Post Office or any other messenger service to deliver the bid on time will not be the responsibility of the City of Wood Dale. The bidders accept full responsibility for timely delivery of their bids. The City of Wood Dale is not liable for any costs incurred in submitting a bid.

The City Council reserves the right to reject any or all bids and to waive any technicalities. The City of Wood Dale also reserves the right to delay the bid opening for a reasonable time and/or to make changes to the project’s specifications by means of bid addendum which will be mailed to all interested parties that have obtained bid documents.

Shirley J. Siebert
City Clerk

Dated this 1st day of July, 2019

**CITY OF WOOD DALE
2019 PAVEMENT PATCHING PROGRAM
DEFINITIONS**

1. Owner - The officials, employees, and agents of the City of Wood Dale, Illinois.
2. Director - The City of Wood Dale's Director of Public Works or designee.
3. City - The geographic area of the City of Wood Dale, Illinois.
4. Contract - The agreement created by and consisting of the Contract Documents.
5. Contract Documents - The following documents including the Notice to Bidders, Definitions, General Terms and Conditions and Instructions to Bidders, Special Instructions, Proposal, Specifications, Special Provisions, Disclosure of Beneficiaries. Certifications, and attachments, together with all addenda issued prior to the award of the Contract supplementing or modifying any of those documents.
6. Contractor or General Contractor - The party contracting for the work.
7. Days - Unless otherwise stated, days as used herein will be understood to mean calendar days.
8. Completion Date - Date on which the work as described herein is to be completed, as set forth in the Contract.
9. Final Acceptance - The work shall be deemed to have been finally accepted after it has been determined that the Contractor has complied with the Specifications and other Contract Documents.
10. Specifications - Specifications identified in the Contract.
11. Subcontractor - Secondary Contractor engaged by the Contractor.
12. Supplier - Any vendor supplying materials, equipment, or apparatus.

**CITY OF WOOD DALE
2019 PAVEMENT PATCHING PROGRAM**

GENERAL TERMS AND CONDITIONS AND INSTRUCTIONS TO BIDDERS

THE GENERAL RULES AND CONDITIONS THAT FOLLOW APPLY TO EACH FORMAL INVITATION TO BID ISSUED BY THE CITY OF WOOD DALE, UNLESS OTHERWISE SPECIFIED. BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE TERMS, CONDITIONS, REQUIREMENTS AND SPECIFICATIONS BEFORE SUBMITTING BIDS. FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND NO RELIEF WILL BE GRANTED OR SECURED ON A PLEA OF ERROR.

INSTRUCTIONS TO BIDDERS

1. PROPOSAL FORMS HAVE BEEN FURNISHED: Proposals shall be submitted on the forms provided, properly signed in the appropriate place and submitted in a sealed envelope.
2. LATE BIDS: Bids will opened precisely at the assigned time. Bids received after the assigned time will be rejected and returned unopened to the sender. Formal bids, amendments thereto, or requests for withdrawal of bids after the time specified for the bid opening will not be considered.
3. WITHDRAWAL OF BIDS: A written request for the withdrawal of a bid will be granted if the request is received by the City prior to the specified time of opening.
4. SUBMISSION OF BIDS: All bids are to be placed in a sealed, opaque envelope addressed to the City Clerk, City of Wood Dale, Illinois, clearly marked "**SEALED BID, DO NOT OPEN. PROPOSAL OF (NAME OF BIDDER) FOR CITY OF WOOD DALE 2019 PAVEMENT PATCHING PROGRAM.**"
5. SIGNATURES: All signatures shall be in handwriting, and no proposal shall be considered unless properly signed by the bidder or its legally authorized agent or representative, with addresses given in the correct spaces provided in the Proposal and in accordance with the directions set forth.
6. ERRORS IN BIDS: When an error is made in extending total prices, the unit bid price will govern. Erasures, etc., must be initialed by the bidder prior to submission of the bid.
7. TIME FOR RECEIVING BIDS: Bids received prior to the time of opening will be kept secure and unopened. No responsibility will attach to the City Clerk or her representative for the premature opening of a bid not properly addressed or identified. The City Clerk or her representative, whose duty it is to open the bids, will decide when the specified time for opening has arrived, and no bid received after that time will be considered.

8. BIDDERS PRESENT: At the time assigned for the opening of formal bids, the bids will be opened and read aloud. Bidders are encouraged to attend all openings and to offer constructive suggestions for improvements to bid format or any way in which greater savings can be realized.
9. NO BID RESPONSE: In the event you cannot submit a bid on the Owner's requirements, please return the Proposal with an explanation as to why you are unable to bid and mark it "NO BID."
10. BIDDER INTERESTED IN MORE THAN ONE BID: Only one bid can be offered by any one vendor. A party who has quoted prices for work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work, materials, or supplies.

Unless the proposal form states that an alternate proposal is permissible, each vendor may submit only ONE proposal. If an alternate is included in the bid and it was not requested by the Owner, the first proposal seen by the Owner will be read, and the other will not be considered.

11. CERTIFICATIONS AND DISCLOSURE OF BENEFICIARIES: The Bidder is required to complete the forms listed above and return with the Bid Proposal. Failure to complete and return these forms may be considered sufficient reason for rejection of the bid.
12. BID DEPOSIT: When a bid deposit (bid guarantee) is required as indicated in the Invitation to Bid, each bid must be accompanied by a bid bond signed by a surety company authorized to do business in the State of Illinois, or by a cashier's check or certified check in an amount equal to five percent (5%) of the total bid price or the specific amount indicated in the Invitation to Bid.
13. RETURN OF CHECKS: The bid deposit of all except the three (3) lowest responsible, responsive bidders on each contract will be returned within fifteen (15) days after the opening of bids. The remaining bid deposits of each contract will be returned within fifteen (15) days after the City Council has awarded the contract and the required appurtenances to the contract have been received.
14. ACCEPTANCE OF PROPOSALS: The owner will accept, in writing, one of the proposals within sixty (60) days from the date of opening of bids, or the time specified within the specifications, unless the lowest responsible, responsive bidder extends the time of acceptance to the Owner.
15. TAX EXEMPTION: The City of Wood Dale is exempt from Illinois Retailers Occupational Tax (Sec. IROETA); the Illinois use tax (Sec. 3, IUTA), and the federal excise tax as an exempt entity (See. 4222, IRC). The City's Tax Exemption Identification Number is E9997-4282-03.
16. PREVAILING WAGE: Under Public Works contracts, the State of Illinois requires that the general prevailing rate of wages in this locality be paid for each craft or type of work hereunder. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. If wage rates change during the

course of the project, the new rates will be available in the Wood Dale City Clerk's Office. This requirement is in accordance with Public Act 86-799.

17. CHANGE ORDER AUTHORIZATIONS: All Change Orders which authorize a net increase or decrease in the cost of the contract by \$10,000 or more or in the time of completion by 30 days or more require a written determination supporting the change, executed first by the Contractor, then by the City Council.

All Change Orders which authorize a net increase or decrease in the cost of the contract by less than \$10,000, or in the time of completion by less than 30 days, require a written determination supporting the change, executed first by the Contractor, then by the City Manager.

Requests for Change Orders must state that the circumstances said to necessitate the change were not reasonably foreseeable at the time the contract was signed and were not within the contemplation of the contract as signed.

18. EQUAL EMPLOYMENT OPPORTUNITY: In the event of the contractor's noncompliance with any provision of the Equal Employment Opportunity Act, the Americans with Disabilities Act (ADA), the Illinois Fair Employment Practices Act, or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided, in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

19. AWARD OR REJECTION OF BIDS: The contract will be awarded to the lowest responsible, responsive bidder or any other bidder determined by the Owner to be in the best interest of the City of Wood Dale complying with all the provisions of the invitation, provided the bid price is reasonable and it is in the interest of the City to accept it. No proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Wood Dale upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City of Wood Dale, or had failed to perform faithfully any previous contract with the City of Wood Dale. The Owner reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interests of the City.

In determining responsibility, the following qualifications, in addition to price, will be considered by the Owner:

- A. The ability, capacity and skill of the bidder to perform the service required within the specified time;
- B. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;

- C. The quality of performance of previous contracts or services with the City of Wood Dale or other clients;
 - D. The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the City of Wood Dale, the bidder's employment practices and compliance with ADA requirements;
 - E. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - F. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
 - G. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - H. The number and scope of conditions attached to the bid; and
 - I. Such other information as may be secured by the Owner having a bearing on the decision to make the award.
20. ESTIMATED BID QUANTITIES: On "Estimated Bid Quantities," acceptance will bind the Owner to pay for, at unit bid prices, only quantities ordered and delivered. Any reference to forecasted or estimated quantities within the bidding documents is intended to inform the bidder of approximate annual requirements. The Owner may purchase as little as zero (0) percent or as much as one hundred fifty (150) percent of the forecasted or estimated quantities.
21. CONTRACTOR PAYMENTS: Contractor will be paid from funds allocated to the project. Payments will be made according to the Local Government Prompt Payment Act (50 ILCS 505).
22. GENERAL GUARANTY: Contractor agrees to save the City of Wood Dale, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, licensee, or owner.

Contractor agrees to protect the City of Wood Dale against latent defective material or workmanship and to repair or replace any damages or marring occurring in transit or delivery.

Contractor agrees to pay for all permits, licenses, and fees; and give all notices and comply with all laws, ordinances, and rules of the City of Wood Dale and State of Illinois.

23. ASSIGNMENT: Assignment of this contract or any part thereof, or any funds to be received thereunder by the contractor shall be subject to written approval of the Owner.
24. DEFAULT: The contract may be canceled or annulled by the Owner in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms. An award made to the next low Bidder or materials/services specified may be procured on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City of Wood Dale for costs to the City in excess of the defaulted contract prices provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated in the bid, unless extended in writing by the Owner, shall constitute contract default.
25. INSURANCE: The Contractor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance

Policy shall include the following coverage types:

1. Commercial General Liability Occurrence form with the City of Wood Dale named as additional insured;
2. Owners and Contractors Protective Liability (OCP) policy with the City of Wood Dale named as additional insured;
3. Business Auto Liability Coverage;
4. Worker's Compensation as required by the Worker's Compensation Act of the State of Illinois and Employer's Liability insurance;
5. Builder Risk Property Coverage with City of Wood Dale as loss payee; and
6. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants. (Contract Specific).

B. Minimum Limits of Insurance: See attachment "A"

26. QUESTIONS OF THE BIDDER DIRECTED TO THE CITY REGARDING SPECIFICATIONS: If the question pertains to information which is provided in the specifications or the bidder is requesting a clarification of a point which is answerable within the context of the specification, the City Clerk, or designee, may refer the bidder to the location within the specification providing the information which will readily answer the contractor's question.

If the question is a request to deviate from the terms and conditions of the specification or if the bidder needs clarification that is not apparent in the specification such as an interpretation of the drawings, specifications, or the bid documents, the bidder must make such an inquiry in writing to Shirley Siebert, City Clerk, City of Wood Dale, 404 N. Wood Dale Road, Wood Dale, IL 60191. Phone Number: (630)766-4900. The City Clerk will then respond in writing in the form of an addendum to the specifications to all those who receive bid packages. Only inquiries received a minimum of seven (7) working days prior to the date set for the opening of bids will be given any consideration. Oral answers will not be binding on the City of Wood Dale.

27. SPECIAL CONDITIONS: Whenever special conditions are written into the Specifications, Special Provisions, or Special Instructions which conflict with conditions stated in these General Terms and Conditions and Instructions to Bidders, the conditions stated in the Specifications, Special Provisions, or Special Instructions shall take precedence.

ATTACHMENT "A"
INSURANCE REQUIREMENTS

<u>Type of Insurance</u>	<u>Limits of Liability</u>
General Liability:	Property Damage:
Comprehensive Form	\$1,000,000 each occurrence
Premises – Operations	
Products/Completed Operations	
Hazard	
Contractual Insurance	
Broad Form Property Damage	Bodily Injury:
Independent Contractors	\$1,000,000 aggregate
Personal Injury	
Explosion and Collapse Hazard	
Underground Hazard	
 Automobile Liability:	 Bodily Injury and Property
Comprehensive Form	Damage Combined:
Owned	\$1,000,000 each occurrence
Hired	
Non-owned	
 Excess Liability:	 Bodily Injury and Property
Umbrella Form	Damage Combined:
	\$2,000,000 each occurrence
	\$2,000,000 aggregate
 Worker’s Compensation and Employer’s Liability:	 \$500,000 each accident

The coverage afforded the additional insureds shall be primary insurance for the additional insureds with respect to claims or suits arising out of operations performed by or on behalf of the Contractor.

If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company’s liability under the insurance policy shall not be reduced by the existence of such other insurance.

A. Workers' Compensation and Employers' Liability Coverages

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

B. All Coverages

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

C. Verification of Coverage

Contractor shall furnish the City with certificates of insurance naming the member, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on the forms provided by the City and are to be received and approved by the City before any work commences.

D. Assumption of Liability

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

E. Regulatory Requirements

Contractor bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety and Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

F. Contractor's Drug-Free Workplace Certification

Pursuant to Chapter 30, Section 580/1 of the Illinois compiled Statutes (30 ILCS 580/1) "Drug Free Workplace Act", the Contractor must certify to the contracting agency that it will provide a drug free workplace that will be included in the bid packet.

G. Sexual Harassment Policy Certification

The contractor, pursuant to Illinois compiled statutes 775 ILCS 5/2-105 (A) (4), must be in full compliance and have a written sexual harassment policy in place and provide a copy of such written policy to the Illinois Department of Human Rights upon request.

H. Indemnity/Hold Harmless

The Contractor hereby agrees to indemnify and defend the City of Wood Dale, its officers, agents, and employees and each of them, against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorneys' fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise (or which may be alleged to have arisen) out of or in connection with the work covered by the Agreement. The foregoing indemnity (together with Contractor's obligation to defend) shall apply unless it shall be found by a court of competent jurisdiction that such injury, death, or damage shall have been caused solely by the negligence of the City of Wood Dale, its officers and employees, or any of them. The City of Wood Dale shall be entitled to withhold from any payment otherwise due pursuant to the Agreement such amount or amounts as may be reasonably necessary to protect it against liability from any personal injury, death, or property damage resulting from the performance of the work hereunder.

**CITY OF WOOD DALE
2019 PAVEMENT PATCHING PROGRAM**

-SPECIAL INSTRUCTIONS-

1. Return With Bid:
 - a) Cover Sheet;
 - b) Signed Proposal;
 - c) Bid guarantee consisting of a bid bond, a cashier's check, or certified check in an amount not less than five percent (5%) of the amount of the bid;
 - d) Completed Disclosure of Beneficiaries Form;
 - e) Signed Certification Forms;
 - f) Completed References Form listing similar projects; and
 - g) Location and description of Bidder's office or permanent place of business.

RETURN WITH BID

**CITY OF WOOD DALE
2019 PAVEMENT PATCHING PROGRAM**

-PROPOSAL-

Honorable Mayor and City Council
City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191

Ladies and Gentlemen:

The undersigned does hereby state he has examined the Notice to Bidders, Instructions to Bidders, Special Instructions, General Requirements, Proposal, Sample Contract, Technical Specifications, Certifications, and all other documents, and all work shall be done in accordance with the documents contained herein.

The undersigned does hereby propose to furnish all labor, services, materials, supplies, equipment, apparatus, appliances and to do all work and pay all costs and expenses connected therein required to complete this order in accordance with the documents named in the foregoing paragraph, on the basis of the quantities of work and services actually performed and for the unit prices stated herein below.

Name of Company: _____

Address: _____

City, State, Zip: _____

Signed: _____ Date: _____

Title: _____

****Continued on next page****

RETURN WITH BID

BID SHEET

The undersigned, having become familiar with the specifications and with local conditions affecting the cost of the work, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with the City in the form included in the contract documents for the contract sum and within the contract time indicated in this bid and in accordance with other terms and conditions of the contract documents, and in so doing, to provide and furnish all the labor, equipment, materials, supplies, hardware, necessary tools, expendable equipment and supplies, and all utility and transportation services necessary to perform and complete, in a first-class manner, the entire work in conjunction with the 2019 Pavement Patching Program.

In accordance with the complete specifications, the following amount constitutes as a total sum of the bid:

2019 PAVEMENT PATCHING PROGRAM

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	PAVEMENT PATCHING- REMOVAL AND REPLACEMENT CLASS D TYPE IV (3IN)	7560	SY	\$	\$
TOTAL:				\$	

RETURN WITH BID

Accompanying this Proposal is a proposal guarantee in the amount of \$_____ (5%) which is hereby tendered in accordance with the requirement of the Instructions to Bidders and the Specifications and/or Special Provisions. If this proposal is accepted and the undersigned fails to execute a contract as required herein, it is hereby agreed that the proposal guarantee shall become the property of the City of Wood Dale, and shall be considered as payment of damages due to delay and other consequences suffered by the City of Wood Dale due to the failure to execute said contract.

The undersigned acknowledges receipt of addenda as follows:

Addendum, No. _____, dated _____

No. _____, dated _____

No. _____, dated _____

This bid is an offer which shall be considered accepted only after the Corporate Authorities authorize the execution of the contract. In the event that this proposal is accepted and an award of contract is made to the undersigned bidder, the undersigned does hereby covenant and agree to deliver to the Owner the signed and executed Contract as specified in the Instructions to Bidders and Specifications within ten (10) days after the date of such acceptance and notification thereof.

The proposal shall be binding for sixty (60) days following the bid opening date unless the bidder, upon request of the City of Wood Dale, agrees to an extension.

THIS BID, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE CITY, SHALL BECOME A CONTRACT BINDING UPON BOTH THE PERSON, PARTNERSHIP, OR CORPORATION TO SUPPLY OR PERFORM AS SPECIFIED AND UPON THE CITY TO ACCEPT THE PRODUCT OR SERVICE.

RETURN WITH BID

The undersigned further agrees to begin work within ten (10) working days after the executions and acceptance of the Contract, and thereafter to carry on the work diligently and continuously in such manner as to insure final completion and delivery to the Owner of the entire work under contract in accordance with the provisions of the Contract and Detailed Specifications.

Witness _____ Hand(s) and Seal this _____ day of _____, 2018.
my/our

If an individual, sign
and give address.

Address _____

If partnership, sign all
individual names and
give address of each
partner.

Partnership Name

Name and address of
individual partners.

If corporation, officers duly
authorized should sign,
attach corporate seal.

Corporate Name

ATTEST:

Address: _____

By: _____
Secretary

-CORPORATE SEAL-

**CITY OF WOOD DALE
2019 PAVEMENT PATCHING PROGRAM**

CONTRACT

This CONTRACT, made and entered into this _____ day of _____, 2019, by and between the CITY OF WOOD DALE, an Illinois municipal corporation (hereinafter “**City**”), and _____, an Illinois corporation (hereinafter “**Contractor**”);

RECITALS

WHEREAS, the City desires to engage the Contractor to provide (hereinafter “**Work**”), located within the corporate limits of the City of Wood Dale; and

WHEREAS, the Contractor represents itself to be in compliance with Illinois Statutes relating to all matters affecting its status as a corporation operating as a general contractor within the State of Illinois and to have the necessary expertise and experience to furnish such services for the Work upon the terms and conditions set forth herein below:

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed by and between the City and the Contractor that:

I. SCOPE OF SERVICES

The Scope of Services shall be as set forth in the “Notice to Bidders”, “Instructions to Bidders”, “Special Instructions”, “Technical Specifications”, “General Requirements”, “Specifications”, and “Special Provisions” prepared by the City. Should there be a conflict in terms between this Contract and the other documents, which are a component part hereof, this Document shall control.

II. PERFORMANCE OF WORK

The Contractor shall perform all work, furnishing all materials and labor, and shall abide by the terms of this Contract and the requirements of the City. Contractor must complete, in its entirety, the project within one (1) calendar month, weather permitting, from the date the City provides Contractor with notice to proceed.

III. PAYMENT TO THE CONTRACTOR

For the Work, the Contractor shall be paid in accordance with the Proposal. The City shall make payments to the Contractor within 30 days after completion of the Work and upon receipt of an invoice in a format approved by the City.

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the

prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IV. NO CO-PARTNERSHIP OR AGENCY

It is understood that nothing herein contained is intended or shall be construed to, in any respect, create or establish the relationship of co-partners between the City and the Contractor, or as constituting the Contractor as the general representative or general agent for the City for any purpose whatsoever.

V. CONTRACT DOCUMENTS

It is further understood that this Contract consists of the following documents which are hereby made a part hereof: the Notice to Bidders, Instructions to Bidders, Specifications, Special Instructions, Special Provisions, Proposal, Performance Bond, Anti-Collusion Affidavit of Compliance, Americans with Disabilities Act of 1990 Certificate, Policy Against Sexual Harassment Certificate, Hold Harmless Agreement, Anti-bid Rigging Certificate, and Drug-free Workplace Certificate.

VI. MATERIALS AND LABOR/WORKMANSHIP WARRANTY

Upon completion of the Work, and satisfactory acceptance by the City, the Contractor will provide a written one (1) year warranty covering both parts and labor/workmanship. Warranty shall include, but is not limited by this provision, that any defective material(s) and/or defective installation or workmanship will be repaired and/or replaced by Contractor at no cost to the City.

VII. SEVERABILITY

The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

VIII. HEADINGS

The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope or intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

IX. MODIFICATION OR AMENDMENT

This Contract constitutes the entire contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed

amendment hereof, or Change Order as herein provided.

XX. APPLICABLE LAW

This Contract shall be deemed to have been made in, and shall be construed in accordance with the laws of the 18th Judicial Circuit Court of DuPage County, State of Illinois.

XXI. NEWS RELEASES

The Contractor may not issue any news releases without prior approval from the City Manager nor will the Contractor make public proposals developed under this Contract without prior written approval from the City Manager prior to said documentation becoming a matter of public record.

XXII. COOPERATION WITH OTHER CONTRACTORS

The Contractor shall cooperate with any other Contractors in the City's employ or any matter associated with the Work.

XXIII. NOTICES

All notices, reports and documents required under this Contract shall be in writing and shall be mailed by first class mail, postage prepaid, addressed as follows:

If to City:

Jeffrey Mermuys
City Manager
404 N. Wood Dale Road
Wood Dale, Illinois 60191

With a copy to:

Shirley J. Siebert
City Clerk
404 N. Wood Dale Road
Wood Dale, Illinois 60191

If to Contractor:

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto on the date first above written.

CITY OF WOOD DALE:

ATTEST:

Annunziato Pulice, Mayor

City Clerk

CONTRACTOR:

ATTEST:

By _____

By _____

Its _____

RETURN WITH BID

CITY OF WOOD DALE 2019 PAVEMENT PATCHING PROGRAM

-DISCLOSURE OF BENEFICIARIES-

In compliance with City of Wood Dale Purchasing Procedures requiring the disclosure of certain interests by persons applying for permits, licenses, approval, or benefits from the City of Wood Dale:

1. Applicant: _____
Name

Address

2. Nature of Transaction Sought; for example, license permit approval or sale of products, services, or miscellaneous (explain miscellaneous):

3. Nature of Applicant: (Please check one)

- a. Natural Person: _____
- b. Corporation: _____
- c. Land Trust/Trustee: _____
- d. Trust/Trustee: _____
- e. Partnership: _____
- f. Joint Venture: _____

4. If applicant is an entity other than described in Section 3, briefly state the nature and characteristics of the applicant:

5. If in your answer to Section 3 you have checked Box b, c, d, or e, identify by name and address each person or entity who is a 7.5 percent shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venturer in the case of a joint venture, or who otherwise has a proprietary interest, interest-in profits and losses, or right to control such entity.

Name	Address	Interest
------	---------	----------

- | | | |
|----|-------|-------|
| a. | _____ | _____ |
| b. | _____ | _____ |
| c. | _____ | _____ |

6. Name, address, and capacity of person making this disclosure on behalf of the applicant:

IMPORTANT NOTE: In the event your answer to Section 5 identifies entities other than a natural person, additional disclosures are required for each such entity.

VERIFICATION

I, _____, being first duly sworn under oath, depose and state that I am the person making this disclosure on behalf of the applicant, that I am duly authorized to make this disclosure, that I have read the above and foregoing Disclosure of Beneficiaries, and that the statements contained therein are true in both substance and fact.

By: _____
(Authorized Signature and Title)

Subscribed and sworn to before me this _____ day
of _____, 2018.

Notary Public

**CITY OF WOOD DALE
2019 PAVEMENT PATCHING PROGRAM**

BID CERTIFICATION FORM

RE: CERTIFICATION OF BIDDER, COMPLIANCE WITH SECTION 33E-11
OF ILLINOIS CRIMINAL CODE OF 1961

I/we hereby certify that _____ is not barred from bidding on this contract as the result of a violation of either Section 33E-3 or 33E-4 of this Article of the Illinois Criminal Code of 1961.

Signed: _____
Date: _____
Title: _____

**INTERFERENCE WITH PUBLIC CONTRACTING - - BID RIGGING AND
ROTATING - - KICKBACKS - - BRIBERY**

**PUBLIC ACT 85-1295
S.B. 2002**

AN ACT to add Article 33E to the "Criminal Code of 1961", approved July 28, 1961, as amended. Be it enacted by the People of the State of Illinois, represented in the General Assembly: Section 1: Article 33E is added to the "Criminal Code of 1961", approved July 28, 1961, as amended, the added Article to read as follows:

ARTICLE 33E. PUBLIC CONTRACTS

Sec. 33E-3 Bid-rigging. A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) Provides such person or receives, from another, information be disclosed to a competitor in an independent, noncollusive submission of bids or (2) Submits a bid that is off such a price, or other material terms, that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense shall be barred for 5 years from the date of conviction from bidding on any contract offered for bid by any unit of State or local government.

Sec 33E-4. Bid rotating. A person commits the offense of bid rotating when pursuant to any collusive scheme or agreement with another. He engages in a patter over time (which, for the purposes of this Section, shall include at least 3 contract bids within a period of 10 years, the most

recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense shall be permanently barred from bidding on public contracts in the State of Illinois.

Bidder hereby certifies:

- A. That this bid is genuine and it not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- B. That he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid.
- C. That he has not solicited or induced any person, firm, or corporation to refrain from bidding.
- D. That he has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the Owner.
- E. That he is not barred from bidding for this Contract as a result of a violation of Section 33E-3 or Section 33E-4 of the Illinois Criminal Code of 1961 (Ill. Rev Stat. ch. 38, Paragraph 33E-1 et seq.).

SUBMITTED: _____

DATE: _____

FIRM NAME: _____(SEAL)

ADDRESS: _____

SIGNED BY: _____

(Signature and Date)

(Title)

ATTEST: _____

(Secretary)

Subscribed and sworn to before me this _____ day of _____ 2018.

(Notary Public)

**CITY OF WOOD DALE
2019 PAVEMENT PATCHING PROGRAM**

CERTIFICATION

_____ (hereinafter referred to as “Contractor”)
having submitted a bid/proposal for _____ to the City of Wood Dale,
DuPage County, Illinois, for _____, hereby certifies
that:

5/2-105(A) (4) including the following information:

1. An acknowledgement of the illegality of sexual harassment.
2. The definition of sexual harassment under State law.
3. A description of sexual harassment, utilizing examples.
4. The contractor’s internal complaint process, including penalties.
5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission.
6. Directions on how to contact the Department of the Commission.
7. An acknowledgement of protection of a complainant against retaliation as provided in Section 6-101 of the Human Rights Act.

Each contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to before me on this _____ day of _____ 2018.

Notary Public

**CITY OF WOOD DALE
2019 PAVEMENT PATCHING PROGRAM**

CONTRACTOR’S DRUG-FREE WORKPLACE CERTIFICATION

Pursuant to Ill. Rev. Stat. ch. 127 paragraph 132.311 et. seq. (“Drug Free Workplace Act), the undersigned contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee’s of contractor’s workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) Abide by the terms of the statement; and
 - (B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace:
 - (2) The grantee’s or contractor’s policy of maintaining drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug violation.
- (c) Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting agency within ten (10) days after receiving notice under par (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.

Dated: _____

By: _____

Authorized Agent of Contractor

RETURN WITH BID

CITY OF WOOD DALE 2019 PAVEMENT PATCHING PROGRAM

CERTIFICATIONS

_____, being first duly sworn, deposes and states that he is _____ of _____ (Partner, Officer, Owner, etc.)

(Corporation / Company)

and that he is cognizant of the following statutory requirements and under penalty of perjury and certifies the following:

Anti-Collusion Affidavit of Compliance: That bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person to put in a sham bid or to refrain from bidding; and has not in any manner directly or indirectly sought by agreement or collusion or communication or conference with any person to fix the bid price element of said bid or that of any other bidder; or to secure any advantage against any other bidder or any person interested in the proposed contract.

Public Act 85-1295: That bidder is not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of P.A. 85-1295 (720ILCS 5).

Public Act 86-1039: That bidder is not barred from contracting with the City of Wood Dale because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax, or the amount of the tax (65ILCS 5/11-42.1-1).

Public Act 86-1459: That bidder will provide a drug free workplace in accordance with the Illinois Drug Free Workplace Act (30ILCS 580/2).

Illinois Human Rights Act: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Illinois Human Rights Act, together with all rules and regulations promulgated and adopted pursuant thereto (775ILCS 5/1 -101 et seq.).

Equal Employment Opportunities-Affirmative Action: That bidder is presently in compliance and agrees to comply with all applicable provisions of Equal Employment Opportunities--Affirmative Action (775ILCS 5/2-105 [A]).

Americans with Disabilities Act of 1990: That bidder is presently in compliance and agrees to comply with all applicable provisions of the Americans with Disabilities Act of 1990 together with all rules and regulations promulgated and adopted pursuant thereto.

INDIVIDUAL:

Signature of Bidder: _____

Business Address: _____

Business Phone Number: _____

PARTNERSHIP:

Partnership Name: _____

Signed By: _____

Business Address: _____

Business Phone Number: _____

Insert Names and Addresses of All Partners: _____

CORPORATION:

Corporate Name: _____

Signed By: _____

Title: _____

Business Address: _____

Business Phone Number: _____

Insert Names of Corporate Officers

President: _____

Secretary: _____

Treasurer: _____

Attest: _____

RETURN WITH BID

CITY OF WOOD DALE 2019 PAVEMENT PATCHING PROGRAM

-REFERENCES-

Name of Bidding Firm: _____
(Please print)

The Contractor must list three (3) references with needs similar to the City of Wood Dale for whom Contractor has supplied the materials and services for which he is bidding on this contract within the last three years. Please include name, address, telephone number, contact person, and type of work you performed for that entity.

1. Company Name/Municipality: _____

Address: _____

Phone: _____

Contact Person: _____

Type of Work: _____

2. Company Name/Municipality: _____

Address: _____

Phone: _____

Contact Person: _____

Type of Work: _____

3. Company Name/Municipality: _____

Address: _____

Phone: _____

Contact Person: _____

Type of Work: _____

**CITY OF WOOD DALE
2019 PAVEMENT PATCHING PROGRAM**

SPECIAL PROVISIONS

The following Special Provisions supplement the Illinois Department of Transportation's (IDOT), "Standard Specifications for Road and Bridge Construction", latest editions adopted, (hereinafter referred to as the "Standard Specifications"); the "Manual on Uniform Traffic Control Devices for Streets and Highways" and the Manual of Test Procedures for Materials in effect on the date of invitation for bids; and the Supplemental Specifications and Recurring Special Provisions". In case of conflict with any part or parts of the Standard Specifications, these Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT:

The project is located on various municipal roadways, within the City of Wood Dale, DuPage County, Illinois. See attached Project Location Map.

DESCRIPTION OF WORK:

This is a pavement patching project and the work included in this contract consists of furnishing all labor, materials, equipment, and other incidentals necessary for the completion of the project. This pavement patching project includes the saw cutting, prime coat, removal of asphalt by means of a milling machine and placement of new hot mix asphalt by means of paving machine, restoration as well as other incidental and miscellaneous items of work in accordance with the Standard Specifications, and these Special Provisions.

WATER SUPPLY:

The Contractor can obtain municipal water in bulk from the Public Works Facility, at **NO CHARGE**, as long as there is not a "watering ban" in effect. Prior to obtaining any water, an account with the Finance Department must be set up for documentation of water usage. The indiscriminate use of fire hydrants is strictly prohibited. Water for construction shall be metered or otherwise accounted for on a daily log maintained with the Public Works Department. The Contractor shall provide the water truck and driver required to obtain and transport this water. The City reserves the right to restrict or refuse the use of City water if deemed necessary.

TRAFFIC CONTROL AND PROTECTION:

This Contractor shall obtain, erect, maintain and remove all signs, barricades, flagmen and other traffic control devices as may be necessary for the purposes of regulating, warning and guiding

traffic. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 of the Standard Specifications and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. Contractor shall submit a traffic detour plan to the Director of Public Works if necessary 72 hour prior to the start of work and shall notify DuCom and Public Works when a street is closed and again when it is opened. The traffic detour plans shall show type of barricades, signs and locations. Separate plans shall be prepared for each construction site. This work will not be paid separately, but is incidental to the work. All required traffic control devices shall be in accordance with the requirements of the agency having jurisdictional control of the roads where the devices will be placed.

No holes shall be left open at the end of the day. If any holes are to be left open, the Contractor shall make sure all devices are operational 24 hours a day. While performing patching or resurfacing services, the Contractor will limit lane/road closures to the greatest extent possible, being particularly cognizant of the effects of such closures on roadways that experience high traffic volumes. Lane closures on roads with higher traffic volumes, as determined by the Engineer, shall be limited to one lane at a time, with flaggers used as necessary. Access to all properties shall remain open at all times unless work is taking place in the immediate vicinity, requiring that access be restricted on a temporary basis. Full access must be restored immediately upon the completion of any work blocking said access, and full access must be restored to all properties over weekends and legal holidays unless approved by the Director of Public Works. Special consideration to hours and location of work near schools shall be made to allow for full and safe access during normal student arrival and departure schedules.

This work shall not be paid for separately but shall be considered incidental to the contract.

CLASS “D” PATCH, TYPE IV (3-INCH)

All patches will be replaced with Hot-Mix Asphalt. The exact location and dimension will be determined by the City Engineer, or his/her designee in the field. This item consists of saw-cutting, the removal of existing asphalt pavements, prime coat and shall be replaced with Hot-Mix Binder Course IL-19.0, N50 (1.5-inch) and Hot-Mix Asphalt Surface Course, Mix “C”, N50 (1.5-inch). All removed pavement shall be installed within 3 calendar days. The pavement removal shall provide a straight, clean edge on all sides, or the contractor shall make corrections as required, which shall be incidental to the contract as defined herein and the IDOT specifications. HMA may be removed by use of milling machine using standards listed in the latest version of the IDOT Standard Specifications for Road and Bridge Construction.

THERMOPLASTIC PAVEMENT MARKINGS

All pavement markings used this contract shall be thermoplastic and meet the current requirements specified in the latest edition of the (IDOT), "Standard Specifications for Road and Bridge Construction.

MOBILIZATION

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

ADJUSTMENTS:

This work shall consist of adjusting existing B-boxes, valve boxes, and manhole frames in construction areas to the new pavement grade. B-boxes and valve boxes shall be adjusted to the proposed grade of the new pavement by means of mechanically lifting or screwing the units. Manholes shall be adjusted by removing and/or adding existing structure. As requires, new pre-cast concrete adjusting rings shall be installed. Frames shall be set and sealed to the masonry/precast with two rows of extrudible preformed plastic gasket. Backfill excavated area shall be replaced in kind to match existing condition except the patch shall meet the requirements as specified under pavement patching. The inside surface of the joint between the cast iron frame and the top masonry/precast unit shall be "buttered" with cement mortar after the pavement has been placed.

If new B-boxes, valve box covers or manhole frames and covers are required, such parts will be furnished by the City. The contractor shall provide the City with at least 72 hour notice of required replacement quantities.

This work shall not be paid for separately but shall be considered incidental to the contract.

SWEEPING AND COLLECTION OF DEBRIS:

The Contractor shall mechanically sweep all the streets with a street sweeper or equipment agreeable to the Director of Public Works on a daily basis to remove any debris created by the proposed work. The removal of any excess debris blown or deposited onto parkways, sidewalks, walkways, or driveways shall be included. Upon completion of sweeping and collection of debris, all roadways and adjacent area must present an appearance that is satisfactory to the Engineer.

This work will not be paid for separately and shall be included in the cost of the overall contract work.

MATERIAL TESTING:

Quality Control (QC) Testing is required for materials used associated with this project. The contractor is responsible for the QC portion of material testing. The City may contract with a separate materials testing firm to perform Quality Assurance (QA) if it is in the best interest of the City. If testing performed by the City results in unsatisfactory results, the Contractor shall take corrective action to ensure the materials meet the Standard Specifications. The corrective action must be approved by the Public Work Director (or his/her designee). The City, at its own direction, may require unsatisfactory material to be removed and replaced at no additional cost to the City.

This work shall not be paid for separately but shall be considered incidental to the contract.

ADVANCE NOTICE TO RESIDENTS:

The Contractor, at its sole expense, shall develop, print, and distribute to all affected residences a standardized door hanger, letter, or postcard (pre-approved by the City) that will provide advance notice to these residences of the patching and resurfacing operations the Contractor will undertake. Affected residences will include all residences on each of the blocks which the Contractor will provide patching or resurfacing services for the Municipalities. The Contractor shall provide residences notice no later than 48 hours prior to the undertaking of its patching or resurfacing operations on their block. The City, at its sole discretion, may furnish the Contractor with a sample document deemed suitable for notification.

In addition, the Contractor shall post suitable advance notice signs (at least 24 hours but not more than 48 hours prior to performing work in that location) on streets or bike paths scheduled to be patched or resurfaced. Signs are to be posted in both parkways, at intersection corners, and every 300 feet, facing all directions of travel. The contractor, immediately upon completion of work on each street, shall remove all such signs. The sign used must indicate the type of work that is planned for the area (i.e. patching, or resurfacing), the dates it is planned for, and “no parking” (if applicable), or any other language approved/required by the City.

The Contractor is responsible for all advance notice to residents and this item is incidental to the cost of the overall contract work.

ADJUSTMENTS TO THE CONTRACT

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

SCHEDULING OF WORK , TIME OF COMPLETION DATES, PENALTY, AND LIQUIDATED DAMAGES:

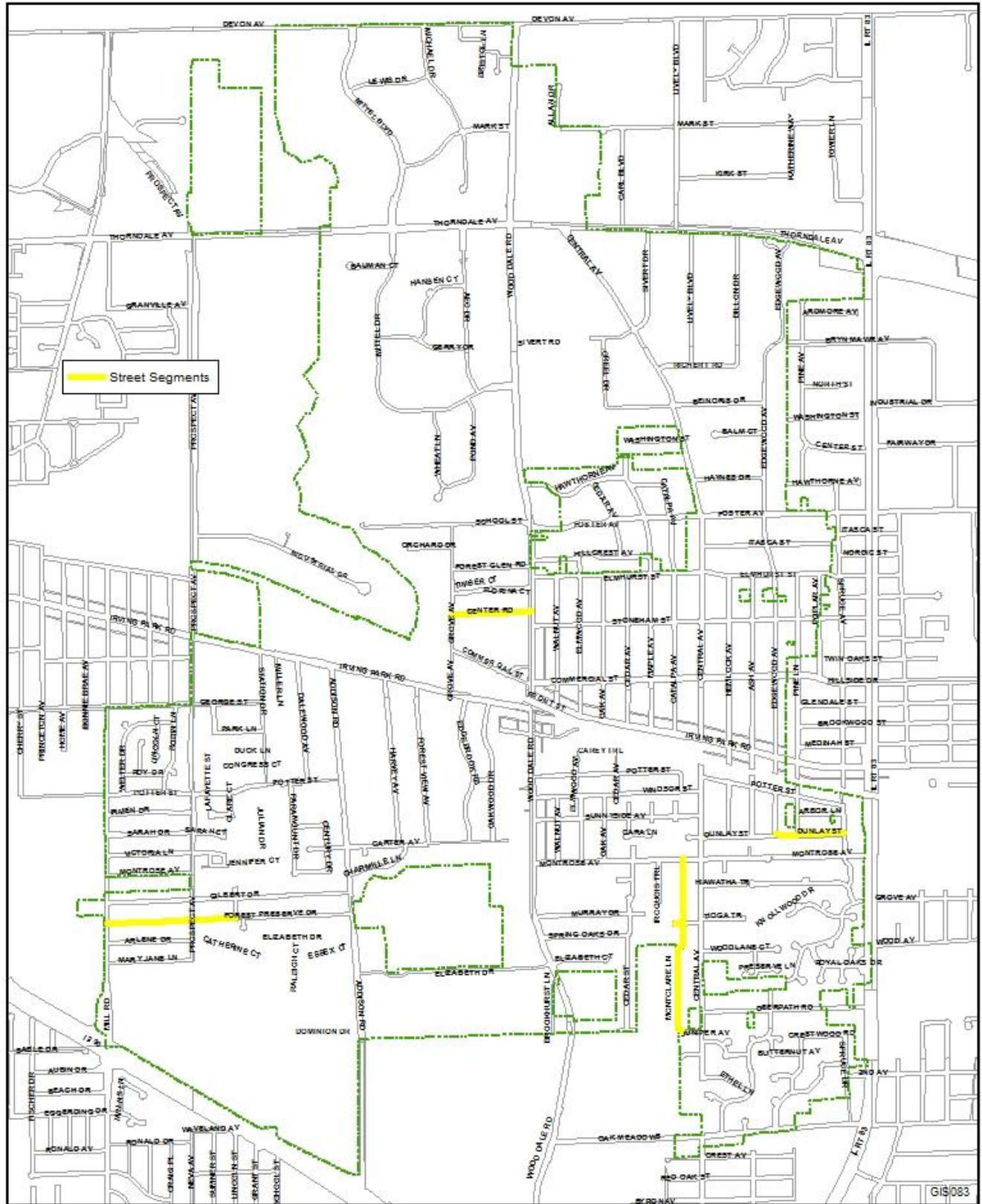
The Contractor shall coordinate directly with the Public Works Director (or his/her designee) to schedule the work. The Contractor shall notify the City no less than 72 hours prior to the start of any construction.

The City working hours are 7 AM to 5PM, Monday thru Friday. No work shall be allowed on the weekends for this project.

All Work shall be completed by September 30th, 2019

The Contractor understands that all contract times are of the essence. Penalties will be imposed for non-completion of the set dates. Should the Contractor fail to complete the work by **September 30th, 2018** or within such extended time as may have been allowed, the Contractor shall be liable to the City in the amount of Five hundred dollars (\$500.00), as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

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



GIS083

**CITY OF WOOD DALE
2019 PAVEMENT PATCHING PROGRAM
List of Roadways**

- 1. Center St. (various patching) from Grove Ave. to Wood Dale Rd – approximately 1,025 square yards**
- 2. Forest Preserve Dr. (various patching) from Mill Rd. to Brookwood Dr. – approximately 2,850 square yards**
- 3. Dunlay St. (see detail) from Edgewood Ave. to dead-end – approximately 210 square yards**
- 4. Montclare Ln. (various patching) from Montrose Ave. to Juniper Dr. – approximately 3,475 square yards**

**CITY OF WOOD DALE
2019 PAVEMENT PATCHING PROGRAM
Dunlay St. Detail**



Bid Opening

Project: Street Patching Program
Location: The City of Wood Dale 404 N. Wood Dale Road
Date: July 30, 2019
Time: 10:00 A.M.

<u>Contractor:</u>	<u>Bid Bond</u>	<u>Amount</u>
1. <u>Builder's Paving</u>	✓	\$ 229,824.00
2. <u>Chicagoland Paving</u>	✓	\$ 189,000.00
3. <u>Schroeder</u>	✓	\$ 257,040.00
4. <u>Brothers Asphalt</u>	✓	\$ 151,200.00
5. <u>M+J</u>	✓	\$ 245,700.00
6. <u>R.W. Dunteman</u>	✓	\$ 133,434.00
7. _____		
8. _____		
9. _____		
10. _____		



REQUEST FOR COMMITTEE ACTION

Referred to Committee: August 8, 2019
Subject: Royal Oaks Lift Station Improvements
Staff Contact: Brett Garelli, Assistant Public Works Director
Department: Public Works

TITLE: Royal Oaks Lift Station Improvements

RECOMMENDATION:

Staff recommendation for Approval of a Contract Between the City of Wood Dale and Cecchin Plumbing and Heating, Inc. for the Royal Oaks Lift Station Improvements in a Not to Exceed Amount of \$625,853.

BACKGROUND:

The Royal Oaks Lift Station Improvements Project is part of a long term plan to ensure reliability of a number of our lift stations that are approaching the end of their useful life. Bids were opened on July 30, 2019.

There were three sealed bids that were opened. Christopher B. Burke Engineering has analyzed the open bids and have recommended Cecchin Plumbing and Heating, Inc. in a not to exceed amount of \$625,853.00.

The Estimated Probable Cost of Construction from Christopher B. Burke Engineering for this project was \$640,000.00. There were two companies that came in less than the Estimated Probable Cost of Construction.

ANALYSIS:

The CIP Budget for this Project is \$550,000. The CIP budget amount was produced before the design was completed in 2019. Various information such as soil boring data was not available at that time.

DOCUMENTS ATTACHED

- ✓ Memo from Christopher B. Burke Engineering
- ✓ Bid Tabulation



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

July 30, 2019

City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191

Attention: Mr. Brett Garelli
Assistant Director of Public Works

Subject: Bid Review
Royal Oaks Lift Station Improvements
City of Wood Dale
(CBBEL Project No. 18-0534)

Dear Brett:

Three bids for the subject project were received and opened on July 30, 2019 shortly after 10:00 a.m. in the City of Wood Dale Council Chambers. The bids are summarized below and tabulated in detail on the attached spreadsheet.

COMPANY	Total Bid
Cecchin Plumbing & Heating, Inc.	\$625,853.00
Martam Construction, Inc.	\$630,500.00
John Neri Construction, Inc.	\$685,175.00
<i>Engineer's Opinion of Probable Construction Cost</i>	<i>\$640,000.00</i>

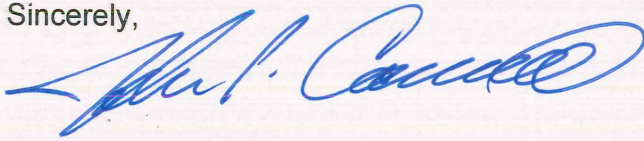
Our comments are as follows:

1. All bidders submitted the required 10% Bid Bond and Certifications, and acknowledged/incorporated Addendum Nos. 1 and 2 in their respective bids. We believe that all three of the companies are qualified to perform the work.
2. There are two math errors in Cecchin's bid which reduced the "as read" amount of \$628,853.00 to the calculated amount of \$625,853.00.

3. There were no bid conditions listed in the Exceptions and Deviations section of the Bid Form on page 00 41 43-5 for any of the bidders.
4. CBBEL recommends that the City award a contract in the amount of \$625,853.00 to Cecchin Plumbing & Heating, Inc. (Cecchin) of Bloomingdale, Illinois for the subject project. Cecchin has provided the lowest bid and is considered qualified to perform the work.

If you have any questions, please do not hesitate to contact me.

Sincerely,



John P. Caruso, PE
Head, Mechanical/Electrical Department

JPC/pjb

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CITY OF WOOD DALE
ROYAL OAKS LIFT STATION IMPROVEMENTS
CBBEL PROJECT NO. 18-0534
BID TABULATION

Item No.	Description	Unit	Quantity	ENGINEER'S ESTIMATE		CECCHIN PLUMBING & HEATING, INC.		MARTAM CONSTRUCTION, INC		JOHN NERI CONSTRUCTION CO., INC.	
				Unit Cost	Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
20100110	TREE REMOVAL (6 TO 15 UNITS DIA.)	INCH	20	\$ 75.00	\$ 1,500.00	\$ 75.00	\$ 1,500.00	\$ 50.00	\$ 1,000.00	\$ 100.00	\$ 2,000.00
20800150	TRENCH BACKFILL	CU YD	20	\$ 75.00	\$ 1,500.00	\$ 75.00	\$ 1,500.00	\$ 100.00	\$ 2,000.00	\$ 50.00	\$ 1,000.00
35100100	AGGREGATE BASE COURSE, TYPE A	TON	45	\$ 45.00	\$ 2,025.00	\$ 50.00	\$ 2,250.00	\$ 40.00	\$ 1,800.00	\$ 30.00	\$ 1,350.00
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	25	\$ 220.00	\$ 5,500.00	\$ 200.00	\$ 5,000.00	\$ 200.00	\$ 5,000.00	\$ 280.00	\$ 7,000.00
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	25	\$ 220.00	\$ 5,500.00	\$ 200.00	\$ 5,000.00	\$ 240.00	\$ 6,000.00	\$ 280.00	\$ 7,000.00
44000100	PAVEMENT REMOVAL	SQ YD	310	\$ 25.00	\$ 7,750.00	\$ 15.00	\$ 4,650.00	\$ 20.00	\$ 6,200.00	\$ 30.00	\$ 9,300.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	80	\$ 20.00	\$ 1,600.00	\$ 15.00	\$ 1,200.00	\$ 25.00	\$ 2,000.00	\$ 10.00	\$ 800.00
70100100	TRAFFIC CONTROL AND PROTECTION	LSUM	1	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 24,500.00	\$ 24,500.00
01 05 10/01	CONSTRUCTION LAYOUT	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
01 50 00/01	TEMPORARY CONSTRUCTION FENCING, 6 FT. CYCLONE FENCING	LSUM	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,600.00	\$ 3,600.00
03 30 00/01	CONCRETE EQUIPMENT PADS	LSUM	1	\$ 6,000.00	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00	\$ 8,000.00
03 30 00/02	CONTROLLED LOW STRENGTH MATERIAL	CY	5	\$ 200.00	\$ 1,000.00	\$ 750.00	\$ 3,750.00	\$ 200.00	\$ 1,000.00	\$ 200.00	\$ 1,000.00
03 30 00/03	CURB & GUTTER	FOOT	80	\$ 50.00	\$ 4,000.00	\$ 61.00	\$ 4,880.00	\$ 65.00	\$ 5,200.00	\$ 45.00	\$ 3,600.00
03 30 00/04	PORTLAND CEMENT CONCRETE PAVEMENT, 6"	SQ FT	705	\$ 40.00	\$ 28,200.00	\$ 17.00	\$ 11,985.00	\$ 15.00	\$ 10,575.00	\$ 15.00	\$ 10,575.00
03 41 00/01	VALVE VAULT WITH HATCHES	LSUM	1	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,400.00	\$ 25,400.00	\$ 32,500.00	\$ 32,500.00
03 41 00/02	WET WELL WITH HATCHES	LSUM	1	\$ 50,000.00	\$ 50,000.00	\$ 32,000.00	\$ 32,000.00	\$ 44,500.00	\$ 44,500.00	\$ 57,800.00	\$ 57,800.00
26 05 19/01	LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	LSUM	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 4,800.00	\$ 4,800.00	\$ 22,500.00	\$ 22,500.00
26 05 33/01	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	LSUM	1	\$ 15,000.00	\$ 15,000.00	\$ 28,474.00	\$ 28,474.00	\$ 22,715.00	\$ 22,715.00	\$ 39,800.00	\$ 39,800.00
26 27 01/01	METER FITTING & SERVICE ENTRANCE SWITCH	LSUM	1	\$ 6,000.00	\$ 6,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,930.00	\$ 3,930.00	\$ 8,350.00	\$ 8,350.00
26 27 01/02	ELECTRICAL SERVICE CONDUIT & CABLE	LSUM	1	\$ 6,000.00	\$ 6,000.00	\$ 5,192.00	\$ 5,192.00	\$ 4,420.00	\$ 4,420.00	\$ 7,475.00	\$ 7,475.00
26 29 20/01	PUMP CONTROL PANEL	LSUM	1	\$ 80,000.00	\$ 80,000.00	\$ 53,897.00	\$ 53,897.00	\$ 85,800.00	\$ 85,800.00	\$ 74,750.00	\$ 74,750.00
26 56 00/01	EXTERIOR LIGHTING	LSUM	1	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ 1,750.00	\$ 1,750.00	\$ 1,250.00	\$ 1,250.00
27 51 25/01	SCADA SYSTEM	LSUM	1	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 13,750.00	\$ 13,750.00	\$ 17,750.00	\$ 17,750.00
31 20 00/01	EARTH EXCAVATION	LSUM	1	\$ 50,000.00	\$ 50,000.00	\$ 75,000.00	\$ 75,000.00	\$ 141,145.00	\$ 141,145.00	\$ 17,900.00	\$ 17,900.00
31 20 00/02	EARTH RETENTION SYSTEM	LSUM	1	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 32,800.00	\$ 32,800.00
31 20 00/03	DEMOLITION OF EXISTING STATION	LSUM	1	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 8,150.00	\$ 8,150.00	\$ 21,500.00	\$ 21,500.00
31 23 19/01	DEWATERING	LSUM	1	\$ 25,000.00	\$ 25,000.00	\$ 7,500.00	\$ 7,500.00	\$ 38,500.00	\$ 38,500.00	\$ 6,000.00	\$ 6,000.00
31 25 13/01	EROSION CONTROL FENCE	FOOT	150	\$ 5.00	\$ 750.00	\$ 4.00	\$ 600.00	\$ 6.00	\$ 900.00	\$ 5.00	\$ 750.00
31 25 13/02	INLET PROTECTION	EACH	8	\$ 100.00	\$ 800.00	\$ 150.00	\$ 1,200.00	\$ 150.00	\$ 1,200.00	\$ 175.00	\$ 1,400.00
31 25 13/03	PUMP FILTER BAG	LSUM	1	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
31 25 13/04	BMP MAINTENANCE	LSUM	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00
31 25 13/05	CONCRETE WASHOUT	LSUM	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 300.00	\$ 300.00
31 25 13/06	DEWATERING BASIN	LSUM	1	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,800.00	\$ 1,800.00
32 31 32/01	WOOD COMPOSITE FENCES & GATES	FOOT	45	\$ 150.00	\$ 6,750.00	\$ 70.00	\$ 3,150.00	\$ 260.00	\$ 11,700.00	\$ 275.00	\$ 12,375.00
32 92 19/01	TOPSOIL & SEEDING	LSUM	1	\$ 6,000.00	\$ 6,000.00	\$ 12,000.00	\$ 12,000.00	\$ 4,500.00	\$ 4,500.00	\$ 3,800.00	\$ 3,800.00
33 41 00/01	DIP PUMP DISCHARGE PIPING, FITTING & VALVES	LSUM	1	\$ 30,000.00	\$ 30,000.00	\$ 60,000.00	\$ 60,000.00	\$ 32,915.00	\$ 32,915.00	\$ 42,000.00	\$ 42,000.00
33 41 00/02	ULTRASONIC FLOW METER	EACH	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,300.00	\$ 6,300.00	\$ 7,850.00	\$ 7,850.00
33 41 00/03	6" HDPE FORCEMAIN, BORED & PULLED	FOOT	750	\$ 105.00	\$ 78,750.00	\$ 135.00	\$ 101,250.00	\$ 72.00	\$ 54,000.00	\$ 110.00	\$ 82,500.00
33 41 00/04	KNIFE GATE VALVE	EACH	1	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,850.00	\$ 4,850.00	\$ 7,450.00	\$ 7,450.00
33 41 00/05	12" DIP SANITARY SEWER	FOOT	5	\$ 140.00	\$ 700.00	\$ 1,750.00	\$ 8,750.00	\$ 1,200.00	\$ 6,000.00	\$ 300.00	\$ 1,500.00
33 41 00/06	12" PVC STORM SEWER	FOOT	75	\$ 80.00	\$ 6,000.00	\$ 55.00	\$ 4,125.00	\$ 60.00	\$ 4,500.00	\$ 90.00	\$ 6,750.00
33 41 00/07	STORM INLET, 2 FT. DIA.	LSUM	1	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00
33 42 00/01	SEWAGE PUMPS AND ACCESSORIES	LSUM	1	\$ 50,000.00	\$ 50,000.00	\$ 35,000.00	\$ 35,000.00	\$ 32,250.00	\$ 32,250.00	\$ 37,600.00	\$ 37,600.00
33 43 00/01	BYPASS PUMPING	LSUM	1	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 48,500.00	\$ 48,500.00
	INSURANCE AND BONDS			\$ 24,503.00	\$ 24,503.00		\$ -	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -
BID TOTAL					\$640,000.00		\$ 625,853.00	\$ 630,500.00	\$ 630,500.00	\$ 685,175.00	\$ 685,175.00

NOTE: AS CORRECTED AMOUNT.



**FINANCE AND ADMINISTRATION
COMMITTEE MINUTES**

Committee Date: May 9, 2019
Present: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley & Woods
Absent: Ald. R. Wesley
Also Present: Mayor Pulice, City Manager Mermuys, Treasurer Porch, City Manager Mermuys, Police Chief Vesta, B. Wilson, A. Lange, B. Garelli
Meeting Convened at: 7:38 p.m.

APPROVAL OF THE MINUTES:

The minutes of the March 14, 2019 meeting were approved as presented.

REPORT & RECOMMENDATION

VEHICLE STICKERS – END OF YEAR PROCESSING CHANGE

DISCUSSION:

Brad Wilson explained that the Code provides for what staff is looking to do so no Code changes are required. Finance stops selling the old stickers 30 days before new ones go on sale which is April 15th. The Code provides 30 days to purchase so if they don't have a sticker in that time, they could get a ticket and proceed to protest it. To avoid paying twice within a 60-day window for a new vehicle, staff is proposing putting a hard sale date at two months (60 days) and just charging one dollar for the sticker just to get the date in the system. If someone lived in town for more than a month and received a noncompliant ticket, they would still get charged.

VOTE:

Ald. Susmarski made a motion, seconded by Ald. Messina, to approve the end of year processing change for City of Wood Dale Vehicle Stickers. A roll call vote was taken, with the following results:

Ayes: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley & Woods
Nays: None
Abstained: None
Motion: Carried



REPORT & RECOMMENDATION:

ELECTRIC AGGREGATION – 100% GREEN OPTION

DISCUSSION:

Mr. Wilson reported that the current program ends in July, but the traditional program is out to bid and results are due to Council next Thursday. He is not expecting the rates to come back as favorable.

Ald. Catalano inquired about residents having to opt out if they prefer to keep ComEd. Mr. Wilson explained that is the biggest complaint about the program; however, that is how the legislation is written by the state.

Discussion ensued regarding the pros and cons of offering a green option. It was agreed to continue this discussion once bids come in.

VOTE:

Ald. Woods made a motion, seconded by Ald. Messina, to approve keeping a green option. A roll call vote was taken, with the following results:

Ayes:	Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley & Woods
Nays:	None
Abstained:	None
Motion:	Carried

ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:

- None

ADJOURNMENT:

The meeting adjourned at 7:58 p.m.

Minutes taken by Eileen Schultz



REQUEST FOR COMMITTEE ACTION

Referred to Committee: August 8, 2019
Subject: AT&T Equipment Box Relocation – Mittel Blvd
Staff Contact: Ed Cage, Community Development Director
Department: Finance/CD Department

TITLE: Authorize the Use of TIF Funds in the Amount of \$78,669.08 to Relocate the AT&T Equipment Box on Mittel Boulevard which would Permit the Installation of an Additional Left Turn (North) Lane on Mittel Boulevard to North Wood Dale Road

RECOMMENDATION:

Staff recommends to authorize the payment of \$78,669.08 from the Tax Increment Financing (TIF) District #1 fund to relocate the existing AT&T equipment box on Mittel Boulevard.

ANALYSIS:

With the current redevelopment of 700-770 N. Wood Dale Road underway and the anticipated increase in traffic along with the current amount of traffic on Mittel Boulevard, additional traffic capacity is required on Mittel Boulevard. With this in mind, there is an AT&T equipment box that is located in the median island along Mittel Boulevard, which prohibits any road expansion. This equipment box must be relocated to allow a roadway expansion. As Mittel Boulevard has a three-way intersection with N. Wood Dale Rd, an additional left-turn lane heading North will expand the capacity of the intersection substantially.

The proposed redevelopment of the 700-770 N. Wood Dale Road is within the TIF district and the applicant did not request any TIF funding for the project. Staff anticipates that the TIF District #1 fund will have ample funding to cover the cost of relocating the AT&T equipment box. As the relocation of the box and subsequent road expansion is related to infrastructure within the TIF District, this is an allowable use for TIF funding.

DOCUMENTS ATTACHED

- ✓ AT&T Estimated of Cost & Authority to Work Special Construction Charge & Invoice
- ✓ Picture of the existing AT&T equipment box



Estimate of Cost and Authority to Work Special Construction Charge and Invoice

ACTUAL COST BASIS

Customer Request Number : 200137
Project Number : A01KDX3

Date : 05/03/2019
Customer ID : 150715

Billing Information

Billing Party's Name : BRIDGE POINT WOOD DALE LLC
Phone : (630) 626-4128
Billing Address : 1000 WEST IRVING PARK ROAD
STE 150
ITASCA, IL 60142
Contact Name : MARK HOUSER
Phone : (630) 457-0629

Work Description & Engineering Remarks : REQUEST TO RELOCATE CROSSBOX AT 700, 770 N. WOOD DALE ROAD, 775 POND ROAD, 100 MITTEL ROAD, WOOD DALE, IL 60191.

Expenses	Amount
Engineering Labor	\$ 18,475.24
Material Cost	\$ 7,452.72
Construction Labor	\$ 45,747.37
Contractor Cost	\$ 7,493.75
Misc. Tax	\$0.00
Credit	\$ 500.00
Total Estimated Costs	\$ 78,669.08

OSPE Representative: KIMBERLY MARSHALL
Title: Customer Contracts Specialist
Phone #: (262) 970-8424



Estimate of Cost and Authority to Work Special Construction Charge and Invoice

ACTUAL COST BASIS

Customer Request Number : 200137
Project Number : A01KDX3

Date : 05/03/2019
Customer ID : 150715

DESCRIPTION OF CUSTOM WORK:

REQUEST TO RELOCATE CROSSBOX AT 700, 770 N. WOOD DALE ROAD, 775 POND ROAD, 100 MITTEL ROAD, WOOD DALE, IL 60191.

ESTIMATED COST FOR CUSTOM WORK: \$ 78,669.08

Applicant understands that pursuant to the tariffs on file with the FCC and with the State of Illinois and/or in order to induce AT&T to relinquish or modify its property right, it is my responsibility to pay these costs incurred by Illinois Bell Telephone Company, d/b/a SBC Illinois, an Illinois corporation to complete the work requested.

Applicant has asked AT&T to perform the above-described custom work for which Applicant shall pay AT&T the contract price of Seventy-Eight Thousand Six Hundred Sixty-Nine Dollars And Eight Cents/ \$78,669.08 in advance of the start of any AT&T work.

Applicant shall pay for the work on an "Actual Cost" basis. Upon completion of the work, AT&T will compute the actual cost of the work. Any difference between the amount of advance payment and the actual cost will be either paid by the Applicant to AT&T or refunded to Applicant by AT&T as the case may be. Applicant understands that this amount is only an estimate of approximate costs, and that the actual cost incurred by AT&T and for which the Applicant is responsible may be different.

Charges are calculated in accordance with AT&T's ordinary accounting practices under the Uniform System of Accounts for Class A telephone companies and include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and corporate overhead loadings.

The estimated amount of Seventy-Eight Thousand Six Hundred Sixty-Nine Dollars And Eight Cents/ \$78,669.08 is valid for only thirty (30) days and is therefore subject to change/cancellation after June 2, 2019 if AT&T has not received an executed copy of the Application and advance payment by that date.

If Applicant cancels the work prior to completion, Applicant shall pay AT&T for all costs AT&T has incurred before being notified in writing to cease work.

ACCEPTED FOR APPLICANT:

BY: _____
Printed Name: _____
Title: _____
Date Signed: _____

SEND PAYMENT PAYABLE TO:

**AT&T Midwest - CWO Center
220 Wisconsin Avenue - Floor 2,
Waukesha, WI 53186**

