



CITY OF WOOD DALE

PUBLIC NOTICE

In accordance with the Governor's Executive Orders, the Illinois Department of Public Health (IDPH) Regulations and the Centers for Disease Control (CDC) Guidance, the City has determined that in-person Meetings or Meetings conducted under the purview of the Open Meetings Act is not practical or prudent; therefore, remote participation is permitted.

Accordingly, City Hall will be closed to the public, except for essential services.

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, JANUARY 28, 2021 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:

During the COVID-19 Pandemic, anyone wishing to participate in the public meeting of the City Council may do so from another location, as City Hall is closed to the Public, to ensure the safety of the public and Staff, by Zoom Teleconferencing. The Dial-In Number for the meetings will be (312) 626-6799 and the Meeting ID will be 897-8837-9131. Anyone wishing to attend may address the City Council by sending an email to the City at PublicComment@wooddale.com by 4:00 p.m. the day of the Meeting.

STANDING COMMITTEES OF THE CITY OF WOOD DALE, ILLINOIS JANUARY 28, 2021

I. PUBLIC WORKS COMMITTEE

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
 - i. December 10, 2020 Public Works Committee Minutes
- D. Report and Recommendation

- i. Presentation of Concept Plans for the Veteran's Memorial Landscaping Improvement Project by HR Green
 - ii. An Agreement Between the City of Wood Dale and HR Green for Professional Services for the Veteran's Memorial Landscaping Project
 - iii. Approval of a Three-Year Contract for the Street Sweeping Program with LRS CleanSweep, Inc. in an Amount Not to Exceed \$180,000
 - iv. Approval of Change Order No. 2 to the Professional Services Agreement between the City of Wood Dale and Baxter & Woodman for the FY 2022 Capital Road Program in an Amount Not to Exceed \$39,500
- E. Items to be Considered at Future Meetings
- i. PW Vehicle Purchases – February 11, 2021
 - ii. Williams Architect PW New Facility – February 11, 2021
 - iii. IGA Tollway – March, 2021
- F. Adjournment

II. FINANCE & ADMINISTRATION COMMITTEE

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
- i. January 14, 2021 Finance & Administration Committee Minutes
- D. Report and Recommendation
- i. IMRF ERI (Early Retirement Incentive)
 - ii. Water/Sewer Rates
 - iii. Updated Fees – CD and Water/Sewer
- E. Items to be Considered at Future Meetings
- i. Prairie Fest 2021 – February, 11, 2021
 - ii. Budget – February 25, 2021
 - iii. Audit Contract – March, 2021
 - iv. Stimulus for Outdoor Dining – March, 2021
- F. Adjournment

POSTED IN CITY HALL ON JANUARY 22, 2021 AT 4:00 PM
LYNN CURIALE, CITY CLERK
BY: MAURA MONTALVO, CITY DEPUTY CLERK



PUBLIC WORKS
COMMITTEE MINUTES
VIA ZOOM

Committee Date: December 10, 2020
Present: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski, E. Wesley and Woods
Absent: Ald. R. Wesley
Also Present: Mayor Pulice, Treasurer Porch, Clerk Curiale, City Manager Mermuys, Police Chief Vesta, A. Lange, B. Wilson, K. Buggy, E. Cage, P. Hastings, N. Kace
Meeting Convened at: 7:40 p.m.

APPROVAL OF MINUTES:

Ald. Jakab made a motion, seconded by Ald. Sorrentino, to approve the minutes of the November 12, 2020 meeting as presented. 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

SMALL WIRELESS TELECOMMUNICATION FACILITY REGULATIONS AND COLOCATION OF CITY INFRASTRUCTURE REGULATIONS

DISCUSSION:

Director Lange reported that 5g small infrastructure has been deployed to other communities in the area so the City engaged services of HR Green to design the standards. Chad Pieper gave a presentation along with Ken Price from HR Green. Mr. Pieper provided a background about 5g technology, explaining that providers are able to take and use a smaller wave length to put more bandwidth capacity available to push more information through the pipe. This will allow users to do more remotely through computers and cell phones. What Illinois put in place can be more restrictive, so the City needs to look at what can be controlled as community. Public Act 100-585 (or Small Cell Wireless Facilities Deployment Act) sets the standard for review times and fees municipalities can charge for these reviews, and doesn't allow the City to regulate spacing of these towers. Instead of having big towers every few miles, they use a much lower radiation, but need poles more often like 300' for typical spacing. As far as health concerns, the FCC has been required by the National Public Works Act to look out for the public, so they've done extensive research regarding radiation. Mr. Pieper reviewed the steps involved, including looking at

ordinances and making modifications, and developing guidelines. He spoke about putting equipment on existing poles, and running fiber optic to those poles. Colocation helps them start focusing where some of this equipment is going to be placed. Design standards was a main focus; he worked with staff to determine what kind of equipment would be acceptable to be in town, noting that most colocalites are on light poles.

Ald. Susmarski inquired about costs and was advised there is no cost at this time as they are just making a recommendation. Director Lange clarified there are no direct costs as the costs were already approved by City Council to enter into agreement with HR green to draft documents.

Ald. Jakab asked about 4g vendors breaking their lease or do they have to continue to pay. Director Lange stated he would defer to the City Attorney about any previous agreements. Mr. Pieper noted that 4g will be around for a while.

Ald. Woods asked what the agreement ties the City into and was advised by Director Lange that the agreement with Verizon is a separate item. This is just getting Wood Dale in line to put agreements in place and provides the City with standard details, updates to the ordinance, and specifications. This is the first step in the process; the next step would be entering into a master service agreement with providers. Ms. Buggy explained the attached master license agreement is the City's standard language approved back in 2018 and is based upon a model agreement provided to communities by IML. This would be standard language for all providers who come to Wood Dale. We are prevented by State law prevents the City from refusing (812). The City attorneys reviewed the Master Agreement and sent it to Verizon to look at; Verizon did not have any comments as they are very familiar with the IML model agreement. Ms. Buggy explained that the Master License Agreement has language that says the provider will follow the City's ordinances and regulations and any amendments. It does provide a little protection, but staff will need to stay on top of new laws and developing technology.

VOTE:

Ald. Catalano made a motion, seconded by Ald. Susmarski, to approve the draft amendments to the City's Small Wireless Telecommunication Facility Regulations, Colocation of City Infrastructure Regulations, and Small Wireless Facilities Design Standards Manual. A roll call vote was taken, with the following results:

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

REPORT & RECOMMENDATION:

MASTER POLE ATTACHMENT AGREEMENT WITH CHICAGO SMSA LTD PARTNERSHIP D/B/A
VERIZON WIRELESS

DISCUSSION:

Director Lange provided a brief synopsis explaining the City now has framework in place, but before any infrastructure can be put on City poles, a provider would need to enter into a Master Pole Attachment Agreement. Verizon wants to enter into such an agreement.

VOTE:

Ald. Catalano made a motion, seconded by Ald. Susmarski, to approve the Master Pole Attachment Agreement with Chicago SMSA Limited Partnership D/B/A/ Verizon Wireless. A roll call vote was called, with the following results:

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

REPORT & RECOMMENDATION

RECOMMENDATION AND APPROVAL OF GUIDELINES FOR GRASS CUTTING ASSISTANCE

DISCUSSION:

Director Lange explained this request came City Council to have staff explore for senior citizens for grass cutting or snow plowing.

Patrick Hastings spent time reviewing other City's programs and came up with guidelines. The program will provide spring and fall clean-ups and a weekly visit for cut and blowing grass off lawns. The City has parameters in place for residents for water and garbage. Staff would review the same way to determine who would qualify. They would then issue a bid to retain a contractor; the contractor would invoice the City who would invoice the resident at 50%. Certain parameters are included.

Ald. Catalano asked if residents would need to sign up just once in a lifetime or yearly. Mr. Hastings stated the guidelines address it for the 2021 growing season this summer. They can update the guidelines on a yearly basis and have applications come in for each season. Senior residents will need to sign waivers. Ald. Jakab spoke about a similar program in Bensenville where some items looked at are age, salary, and whether they live alone. Mr. Hastings stated Wood Dale has similar qualifications in place as the same parameters for reduced water and garbage are being used. They are currently only 200 seniors getting that reduction now. Total cost per cutting would be between \$20.00 and \$25.00, and the cost share amount would be

between \$10.00 and \$12.00, as the City would talk on half the total cost. The plan is to put this program out to bid to retain that contractor so true cost to the City at this point is unknown. Staff can add a line about the property must be a single-family home to the language. Mayor Pulice commented that although these programs are needed, the City needs to be careful to watch the dollars or other projects could suffer. If this is approved, the next step would be to procure a contractor through the bid process. Once secured, they will determine if they can handle the workload and appropriately budget for it in upcoming budget discussions.

VOTE:

Ald. Catalano made a motion, seconded by Ald. Jakab, to approve Guidelines for Grass Cutting Assistance for senior residents for the first 50 people on a first come, first serve basis. 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:

PARKWAY TREE PRUNING PROGRAM WITH CIOSEK TREE SERVICES

DISCUSSION:

Ald. Catalano asked if the City will still be taking care of issues with trees needing pruning. Director Lange assured him that regular pruning will be done for pedestrian paths and street pruning that interferes with garbage or plow trucks.

VOTE:

Ald. Catalano made a motion, seconded by Ald. E. Wesley, to approve a four-year contract for the Parkway Tree Pruning Program with Ciosek Tree Services in the not to exceed amount of \$151,045.40

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

REPORT & RECOMMENDATION:

APPROVAL OF INTERGOVERNMENTAL AGREEMENT WITH DuPAGE FOR MAINTAINING FOLDING STOP SIGNS AT COUNTY CONTROLLED INTERSECTIONS

DISCUSSION:

None

VOTE:

Ald. Catalano made a motion, seconded by Ald. Susmarski to approve an Intergovernmental Agreement with DuPage County for Maintaining Folding Stop Signs at County Controlled Intersections. 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:

APPROVAL OF QUIT CLAIM DEED FOR LAND CONVEYANCE OF PARCELS RELATING TO IL-390 TOLLWAY CONSTRUCTION

DISCUSSION:

None

VOTE:

Ald. Catalano made a motion, seconded by Ald. E. Wesley, to approve a Quit Claim Deed for Parcels relating to IL-390 Tollway Construction. 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:

- IL-390 Tollway IGA

ADJOURNMENT:

Ald. Catalano made a motion, seconded by Ald. E. Wesley, to adjourn the meeting at 8:56 p.m. Upon a roll call vote, the motion carried unanimously.

Minutes taken by Eileen Schultz



REQUEST FOR COMMITTEE ACTION

Referred to Committee: January 28, 2021
Subject: Veteran's Memorial Concept Plans
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: Presentation of Concept Plans for the Veteran's Memorial Landscaping Improvement Project by HR Green

RECOMMENDATION:

Staff recommends the City Council select a Concept Plan to move forward to design engineering.

BACKGROUND:

The City Council has allocated funds within the Capital Improvement Plan for improvements to the Veteran's Memorial Park located adjacent to the North Wastewater Treatment Plant including purchase and installation of military service branch medallions, lighting upgrades and landscaping improvements. The medallions have been installed and staff is working to identify cost efficient options for lighting. The City Council recently agreed to enter into an agreement with HR Green to prepare three (3) concept plans for landscaping improvements. The objective of the plans are to increase visibility of the medallions and existing monument while framing and creating a sense of tranquility within the park, as well as improving the overall park aesthetics. The City Council can choose from one of the three concept plans or make recommendations to include aspects from one plan into another. After a concept is agreed upon it can advance to the final design stage.

ANALYSIS:

Staff has budgeted \$75,000 for Veteran's Memorial improvements within the CIP for FY 2022 including costs associated with constructing the improvements as well as design work. The concepts range from \$74,000 to \$122,000 and may increase or decrease depending on Council input. The design agreement is a fixed cost of not to exceed \$30,000 regardless of the concept plant selected. The costs for the design agreement

as well as construction and future maintenance costs will be programmed into the FY 2022 Operating Budget.

DOCUMENTS ATTACHED

- ✓ HR Green Concept Presentation



Wood Dale Veterans Memorial Park

Wood Dale, IL

Conceptual Design Presentation
January 28, 2021

Existing Conditions



Reference Map

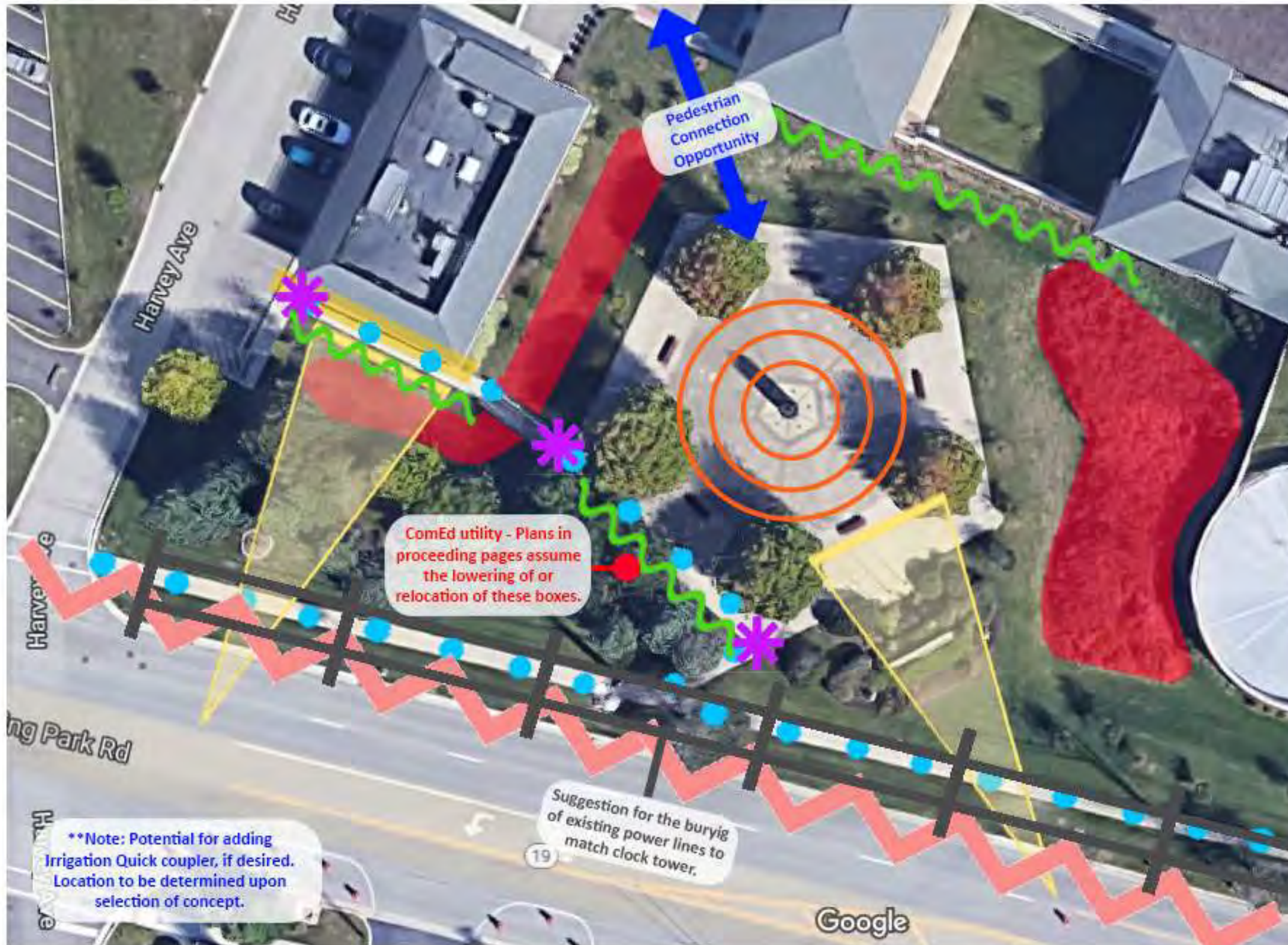


Existing Conditions



Reference Map

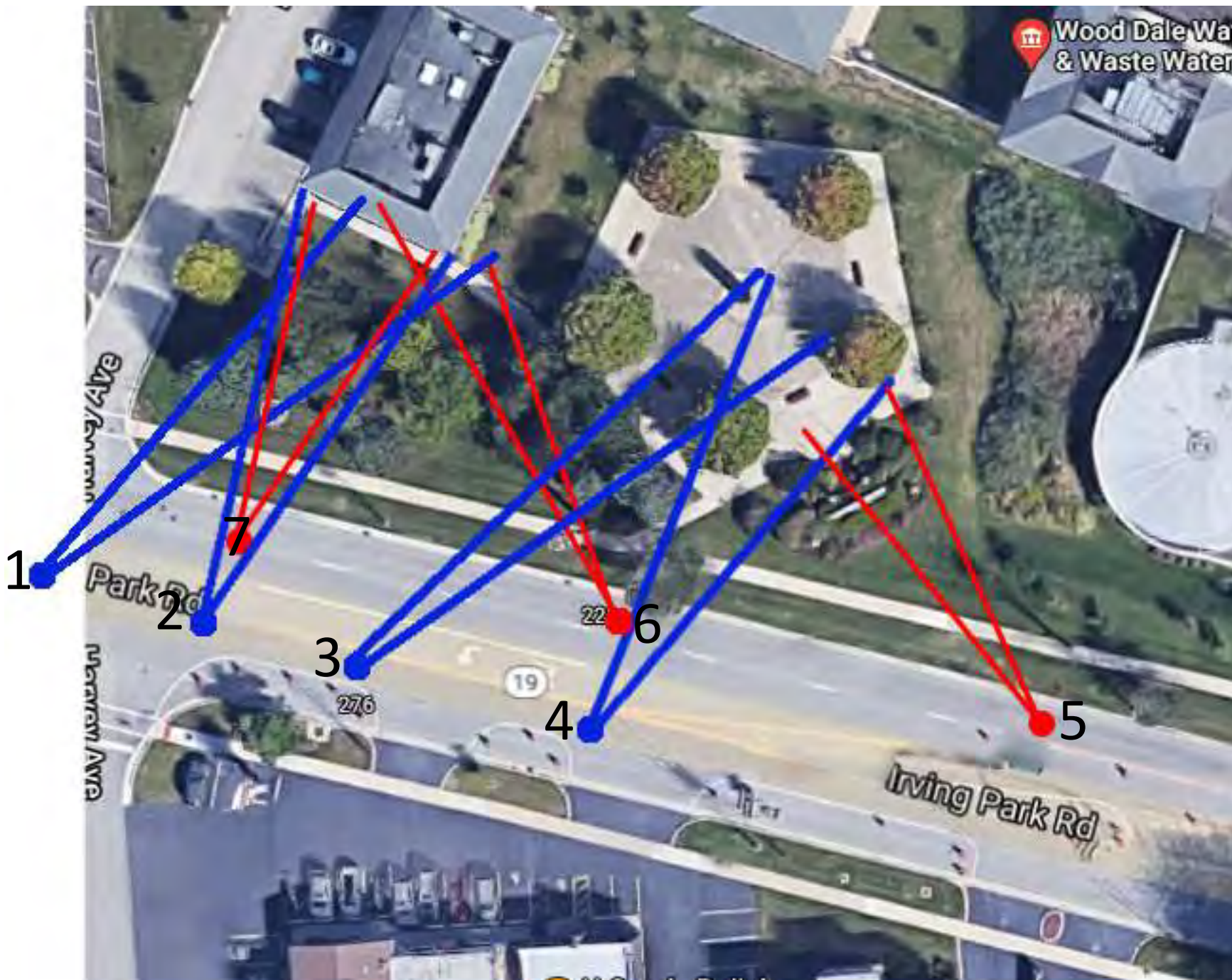
Inventory & Analysis



LEGEND	
	LANDSCAPE BUFFER
	TRAFFIC NOISE
	NATIVE SEED/STONE OPPORTUNITY
	NODE (INTERSECTION)
	PEDESTRIAN TRAFFIC
	FOCAL POINT
	VIEWS

**Note: Potential for adding Irrigation Quick coupler, if desired. Location to be determined upon selection of concept.

Inventory & Analysis: Key Views



East-Bound Views



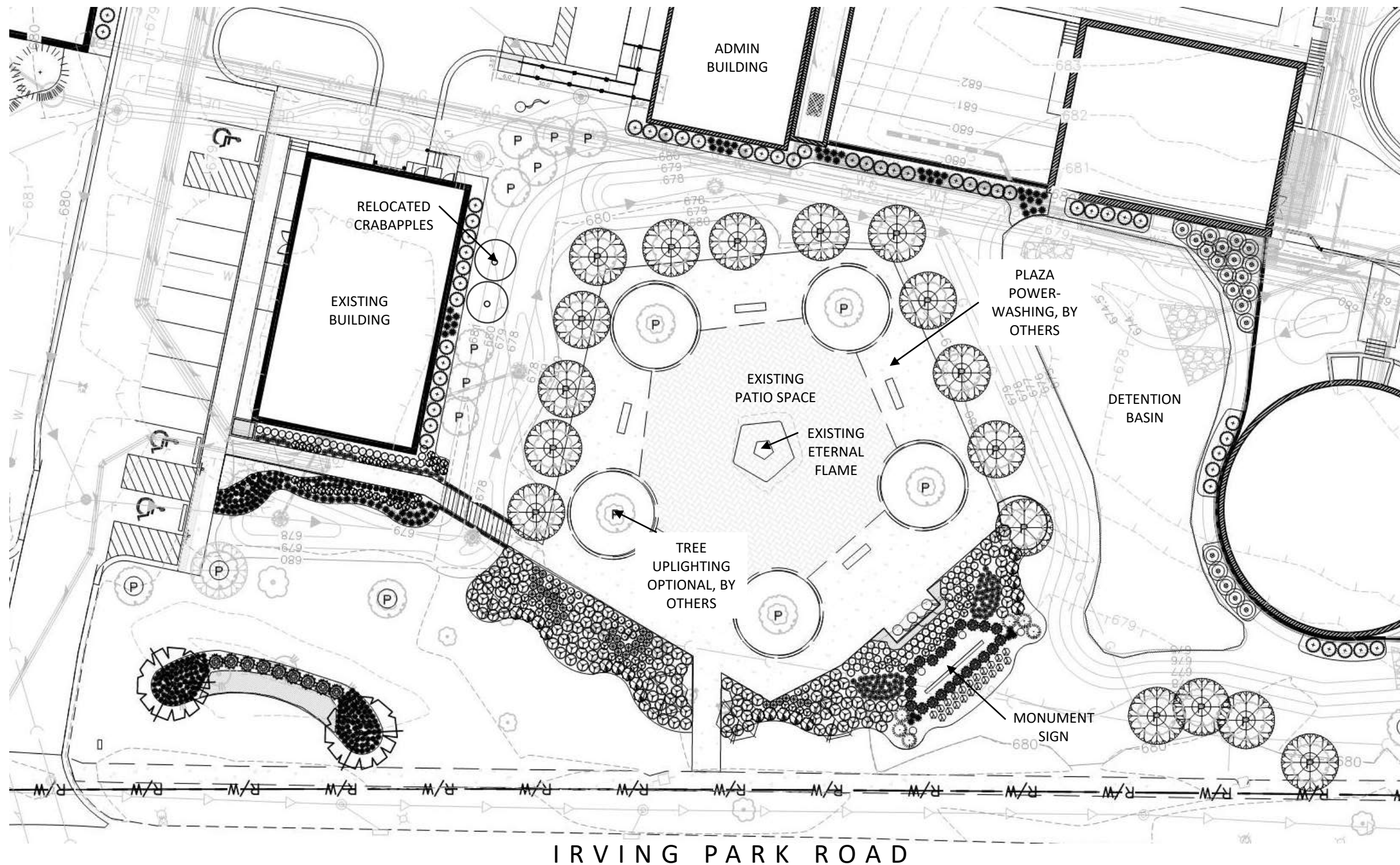
West-Bound Views



- Create sense of **inclusion** without blocking view
- Frame **Medallions**
- Create **views** into space
- Seasonal interest: Spring, Summer, Fall, Winter
- Create a sense of **memorial, respect, calmness** through plant palette, color and texture
- Lower **maintenance** plant palette



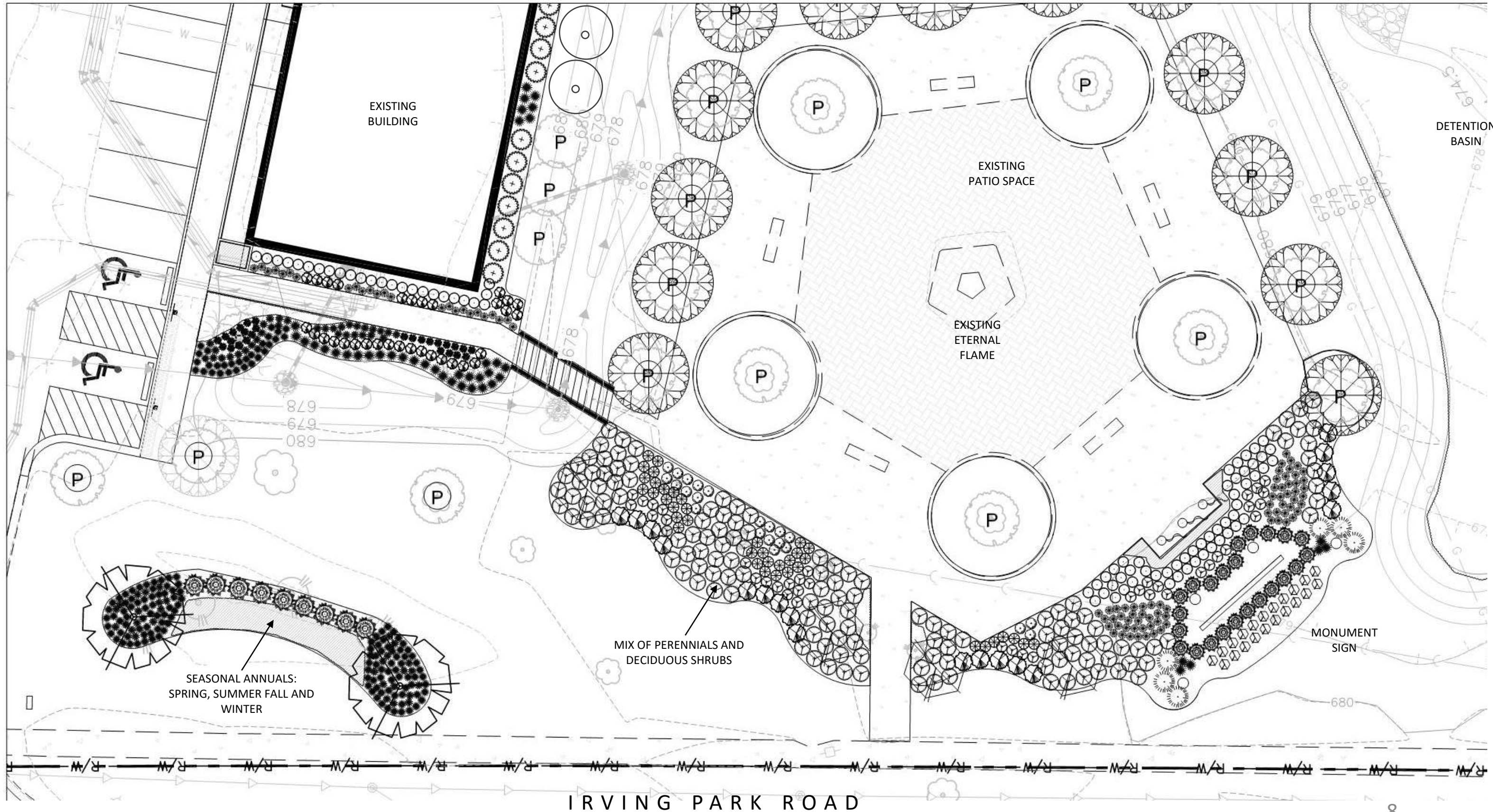
Concept 1: Plan



Concept 1 Features:

- Planting beds to screen plaza from Irving Park Road
- New plant material around Monument Sign
- New Native Plantings for Compensatory Storage Basin on East Side
- Add Plantings to South Wall of Admin building
- Replaces Plantings along East foundation wall at Existing Building on west side.
- Simplified berm plantings to open view and add annual plantings
- Maple Tree Raised Planters in Plaza receive new plantings and up-lighting
- Plaza to be power-washed

Concept 1: Zoom-Plan



Plant Palette



DWARF GOATSBEARD



DARK TOWERS BEARDTONGUE



BEAUTY OF LIVERMERE POPPY



OPTIONAL SPRING BULBS

- Plant palette creates year-round seasonal interest
- Varying heights and textures
- Soft textures to help evoke a sense of calm
- Palette selected to allow for interaction with the landscape and to tie to Prairie-style Architecture of buildings.

Medallion Foundation Wall



NORTHWINDS SWITCHGRASS



DWARF GOATSBEARD



AUTUMN MOOR GRASS



SUMMER BEAUTY ALLIUM



PALACE PURPLE CORAL BELLS

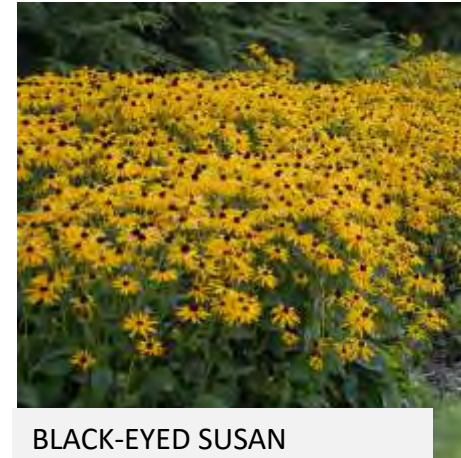
South Sidewalk: Medallion Wall



NINEBARK



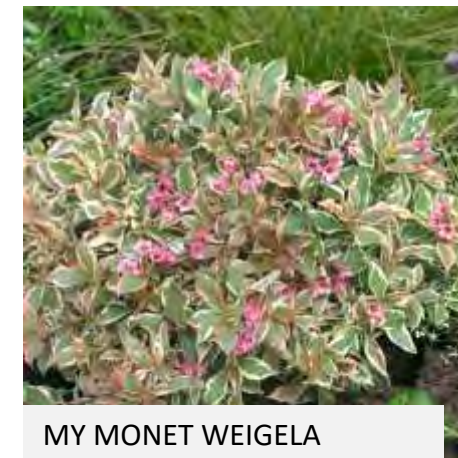
BLUESTAR



BLACK-EYED SUSAN



MATRONA SEDUM



MY MONET WEIGELA

Plaza Edge Plantings

Plant Palette



TECHNY ARBORVITAE



GREEN VELVET BOXWOOD



BARBERRY



HAMELN FOUNTAIN GRASS

Monument Sign Plantings



NATIVE SEED MIX



LOW SEED MIX



BLUE SHADOW FOTHERGILLA

Compensatory Storage Basin Plantings



CORNELIAN CHERRY DOGWOOD



DENSE YEWE



AUTUMN MOOR GRASS AND SUMMER BEAUTY ALLIUM

Berm along Irving Park Road Planting

Concept 1: Medallion Wall



- Red poppies are planted under medallions to commemorate veterans.
- Plant palette with interest throughout the season
- river rock buffer around stormwater inlets



EXISTING

Concept 1: Bridge View



- Revised East Foundation plantings to give more structure and some winter interest.
- Concept shows option for pedestrian connection opportunity on north-west corner.



EXISTING

Concept 1: View From Irving Park Road



- Eternal Flame Open to view from sidewalk and street
- Taller shrubs and perennials to help frame in the space and give a visual buffer from Irving Park Road

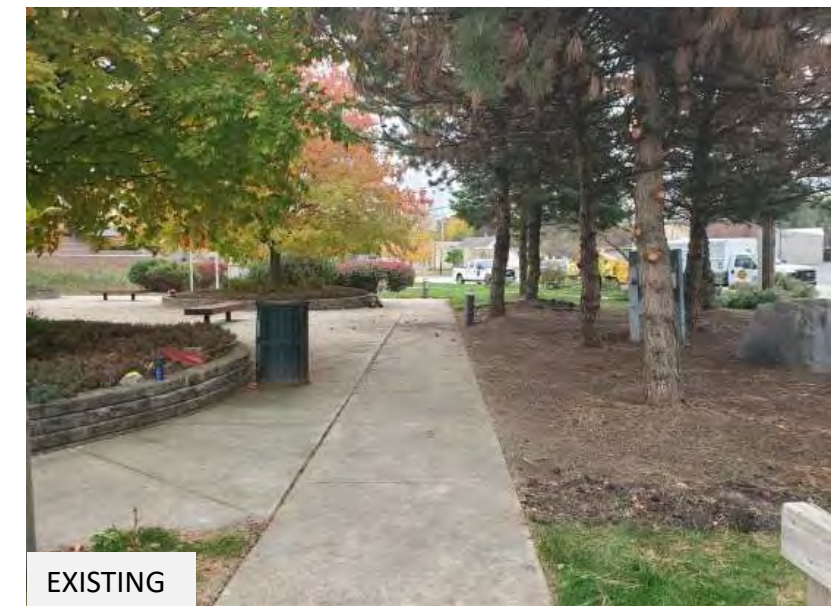


EXISTING

Concept 1: Plaza Landscape Buffer

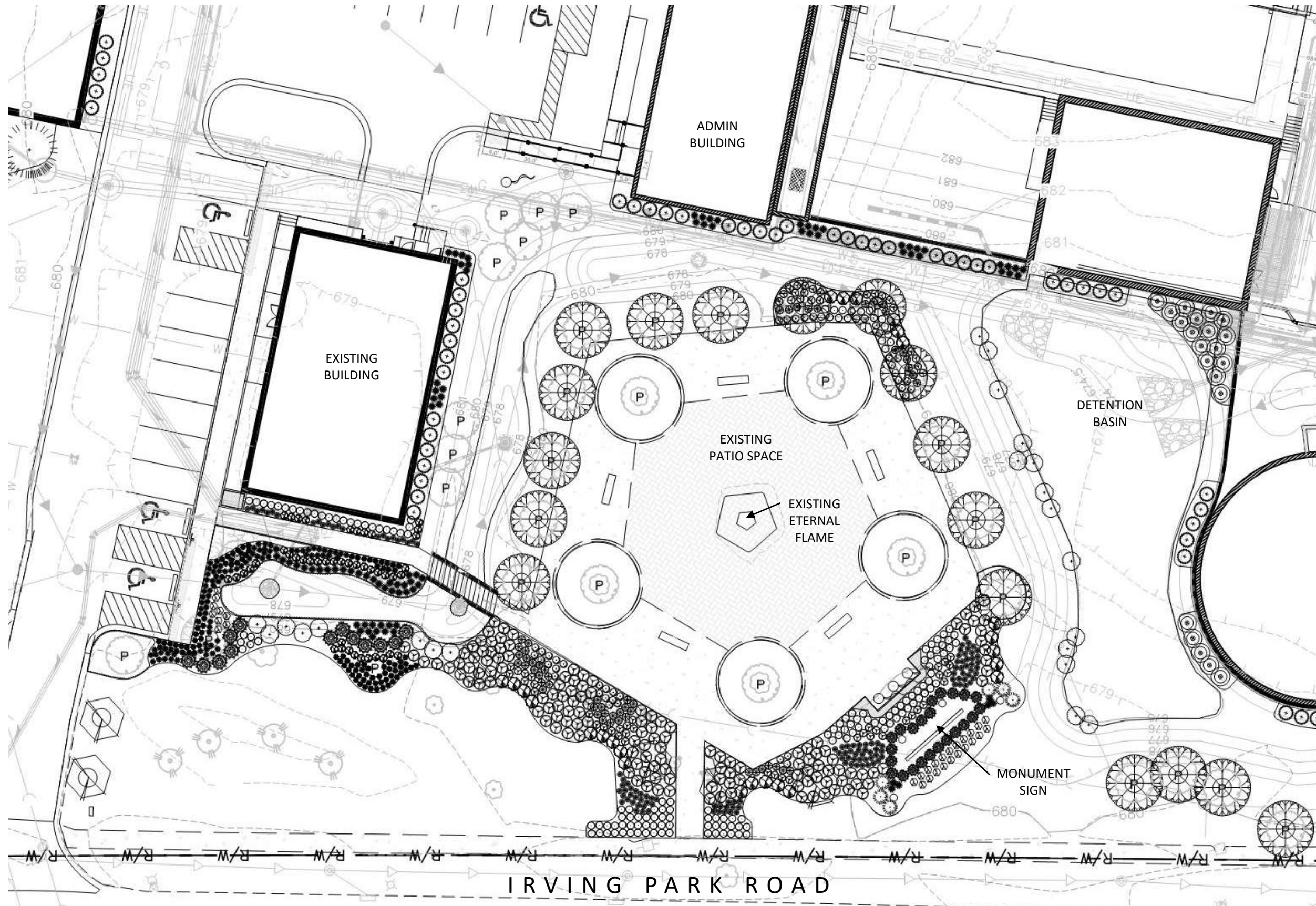


- Plant material with varying heights, soft textures and colors were implemented to create a sense of calm, respect and quiet.



EXISTING

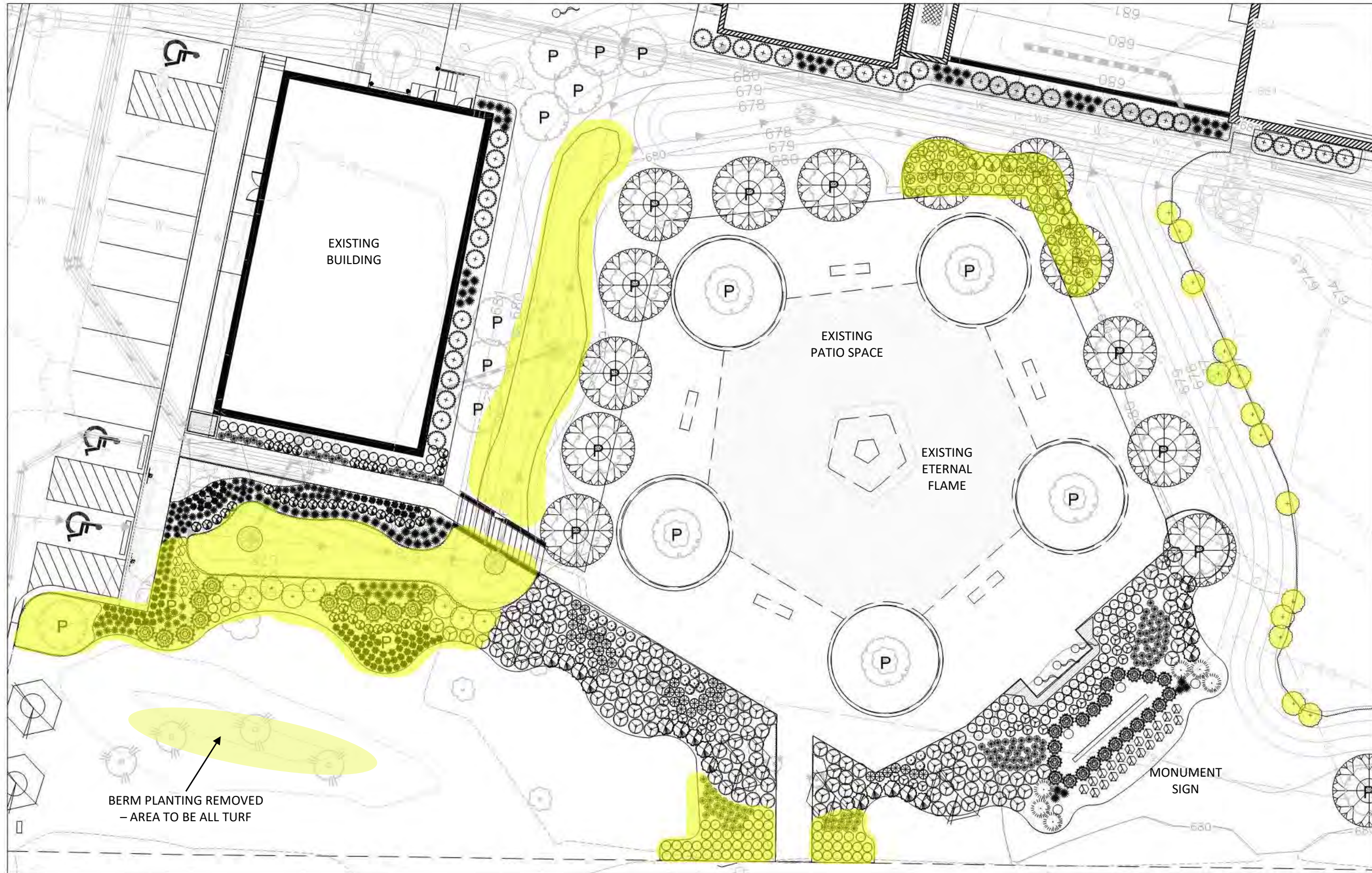
Concept 2: Plan



Concept 2 Adds:

- Native plantings into swale
- Plantings around native bed to frame in
- Planting bed out to sidewalk
- Removes southwest bed, berm plantings
- Add planting bed at northwest corner of plaza to frame space.

Concept 2: Additions from Concept 1

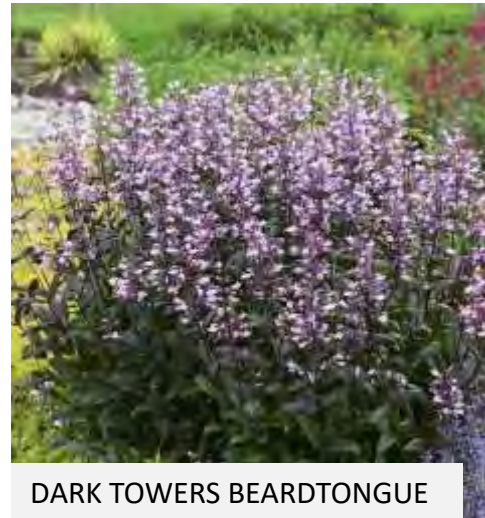


Areas highlighted in yellow represent changes or additions from concept 1 to concept 2

Plant Palette



DWARF GOATSBEARD



DARK TOWERS BEARDTONGUE



BEAUTY OF LIVERMERE POPPY



LILYTURF



OPTIONAL SPRING BULBS

- Plant palette stays consistent from concept-to-concept; additional layers of like-plant material is added.
- Plant palette creates year-round seasonal interest
- Varying heights and textures
- Soft textures to help evoke a sense of calm
- Palette selected to allow for interaction with the landscape and to tie to Prairie-style Architecture of buildings.

Medallion Foundation Wall



NORTHWINDS SWITCHGRASS



DWARF GOATSBEARD



AUTUMN MOOR GRASS



SUMMER BEAUTY ALLIUM



PALACE PURPLE CORAL BELLS

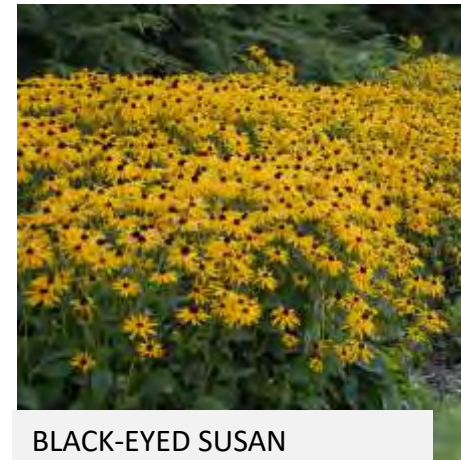
South Sidewalk: Medallion Wall



NINEBARK



BLUESTAR



BLACK-EYED SUSAN



MATRONA SEDUM



MY MONET WEIGELA

Plaza Edge Plantings

Plant Palette



TECHNY ARBORVITAE



NORTHWINDS SWITCHGRASS



GREEN VELVET BOXWOOD



BARBERRY



HAMELN FOUNTAIN GRASS



BLUESTAR



LILYTURF

Monument Sign Plantings



NATIVE SEED MIX



LOW SEED MIX

LOW SEED MIX



BLUE SHADOW FOTHERGILLA

Compensatory Storage Basin Plantings

Concept 2: Medallion Wall



- Poppies are planted under medallions
- Plant palette with interest throughout the seasons
- Low, native-seed mix added in swale.
- Planting Bed to frame swale.



EXISTING

Concept 2: Bridge View



- Revised East Foundation plantings to give more structure and some winter interest.
- Adds native sedges and grasses to swale
- Creates cohesiveness for the whole site.
- Transplanted Crabapples from west walkway relocated to tree-line



EXISTING

Concept 2: Bridge View Without Swale Plantings

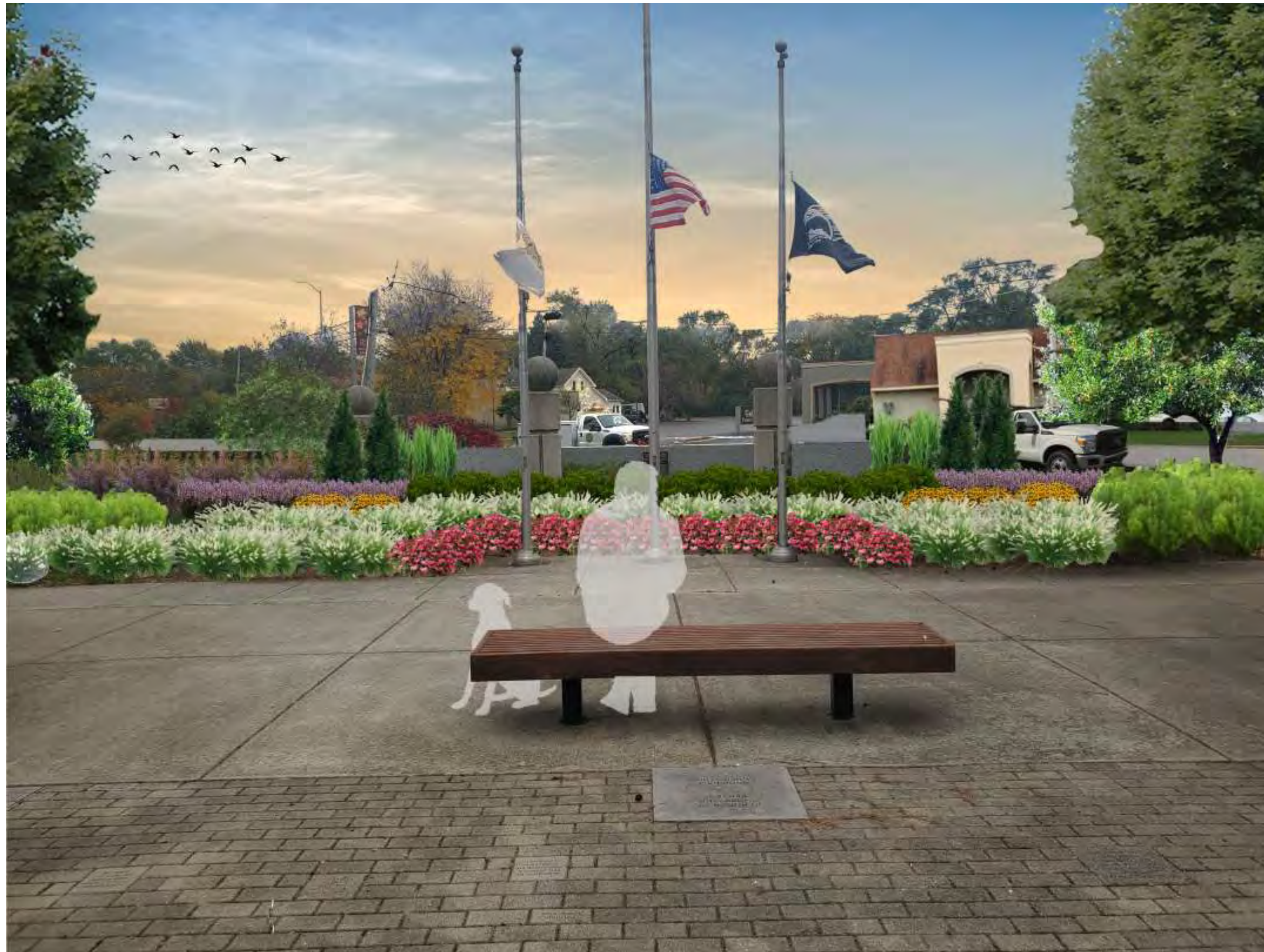


- Revised East Foundation plantings to give more structure and some winter interest.
- Concept shows option for pedestrian connection opportunity on north-west corner.



EXISTING

Concept 2: Monument Sign Plantings

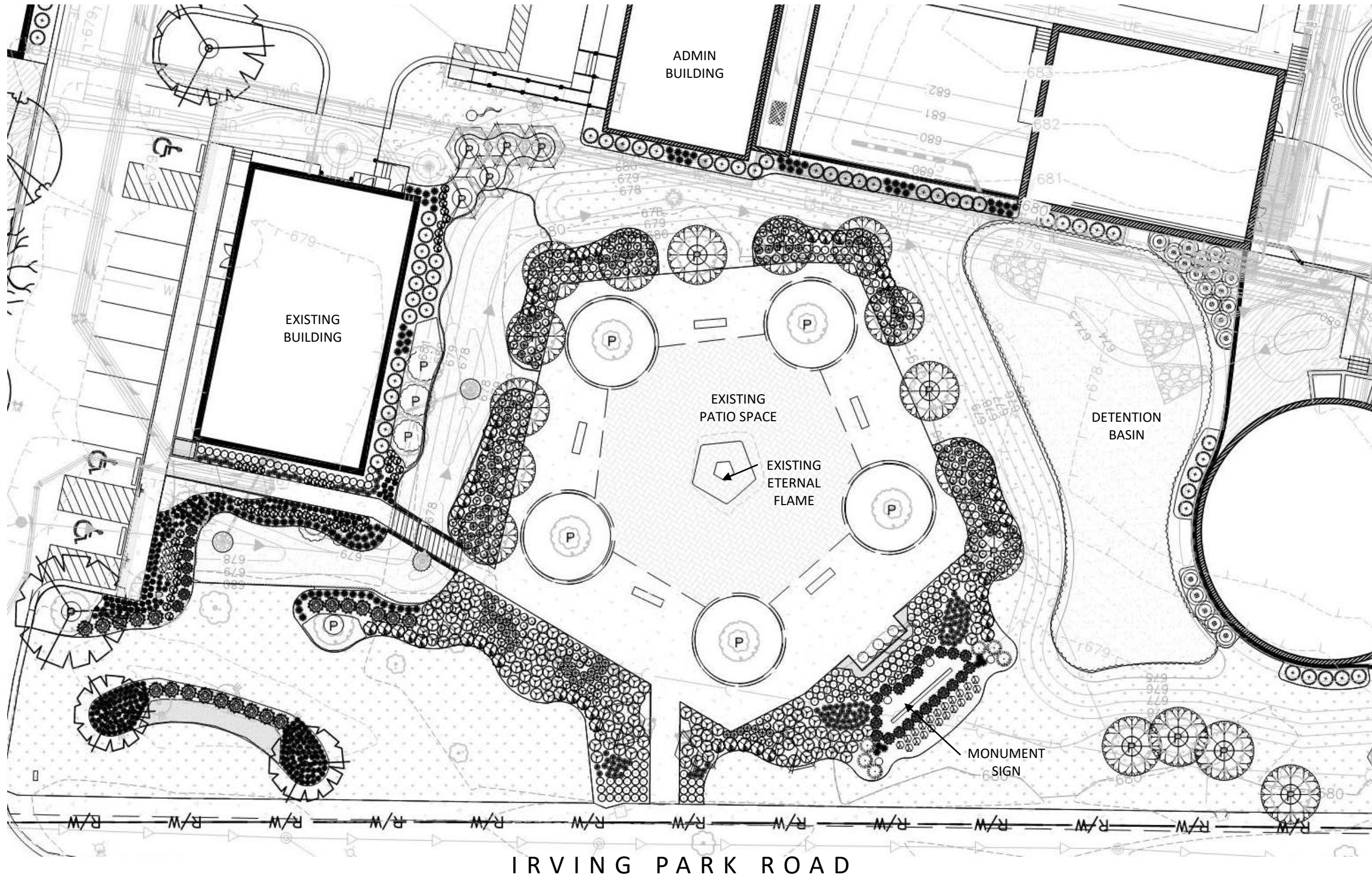


- Annuals introduced at base of flagpoles
- Grasses added for soft texture
- New evergreens to frame sign



EXISTING

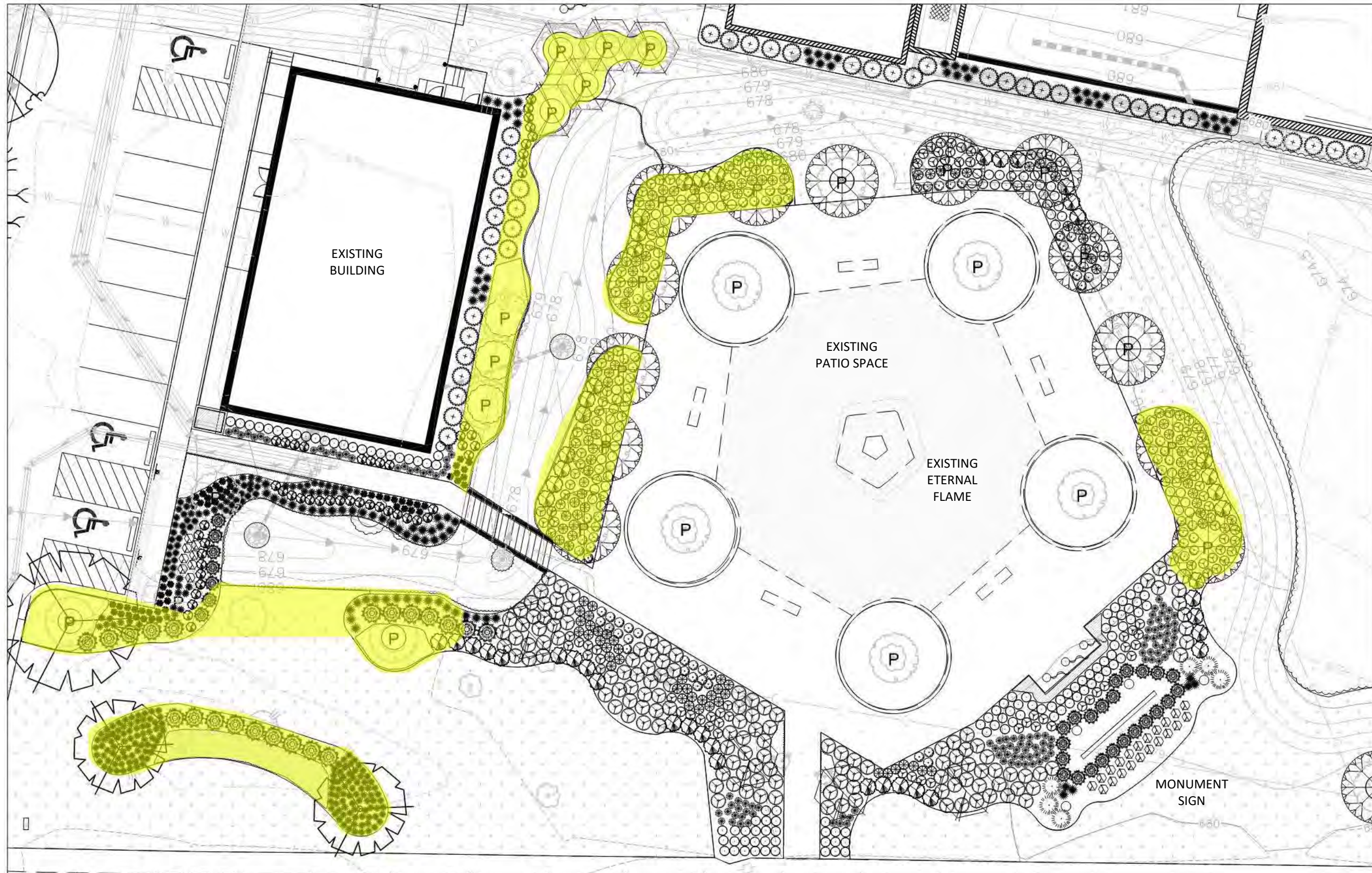
Concept 3: Plan



Concept 3 Adds:

- Remove all turf between existing building and plaza and replaces with perennials.
- Planting bed shape out to sidewalk is refined
- Replace southwest bed, berm plantings
- Complete framing of the plaza with planting beds.

Concept 3: Additions from Concept 2



Areas highlighted in yellow represent changes or additions from concept 2 to concept 3

Plant Palette



DWARF GOATSBEARD



DARK TOWERS BEARDTONGUE



BEAUTY OF LIVERMERE POPPY



LILYTURF



OPTIONAL SPRING BULBS

- Plant palette stays consistent from concept-to-concept; additional layers of like-plant material is added.
- Plant palette creates year-round seasonal interest
- Varying heights and textures
- Soft textures to help evoke a sense of calm
- Palette selected to allow for interaction with the landscape and to tie to Prairie-style Architecture of buildings.

Medallion Foundation Wall



NORTHWINDS SWITCHGRASS



DWARF GOATSBEARD



AUTUMN MOOR GRASS



SUMMER BEAUTY ALLIUM



PALACE PURPLE CORAL BELLS

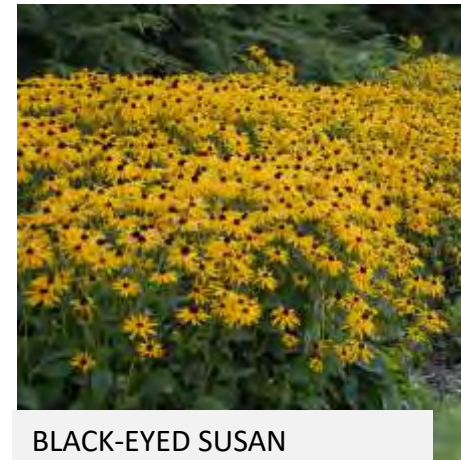
South Sidewalk: Medallion Wall



NINEBARK



BLUESTAR



BLACK-EYED SUSAN



MATRONA SEDUM



MY MONET WEIGELA

Hexagon Edge Plantings

Plant Palette



TECHNY ARBORVITAE



NORTHWINDS SWITCHGRASS



GREEN VELVET BOXWOOD



BARBERRY



HAMELN FOUNTAIN GRASS



BLUESTAR



LILYTURF

Monument Sign Plantings



NATIVE SEED MIX



LOW SEED MIX

LOW SEED MIX



BLUE SHADOW FOTHERGILLA

Compensatory Storage Basin Plantings

Concept 3: Medallion Wall



- Poppies are planted under medallions
- Plant palette chosen both for their color and what they evoke and their seasonal interest.
- Native sedges and grasses opened to view from Irving Park Road



EXISTING

Concept 3: Bridge View



- Revised Foundation plantings at existing building
- Native sedges and grasses added to swale
- Removes all turf between building and plaza.
- Adds more perennials and shrubs.



EXISTING

Concept 3: Bridge View Without Swale Plantings



- Revised Foundation plantings at existing building.
- Adds plantings beds to frame plaza space.

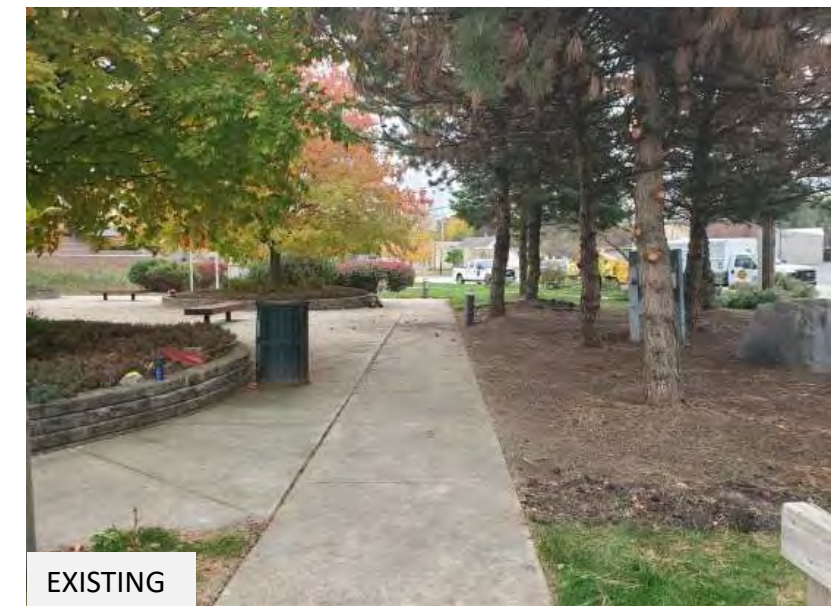


EXISTING

Concept 3: Plaza Landscape Buffer



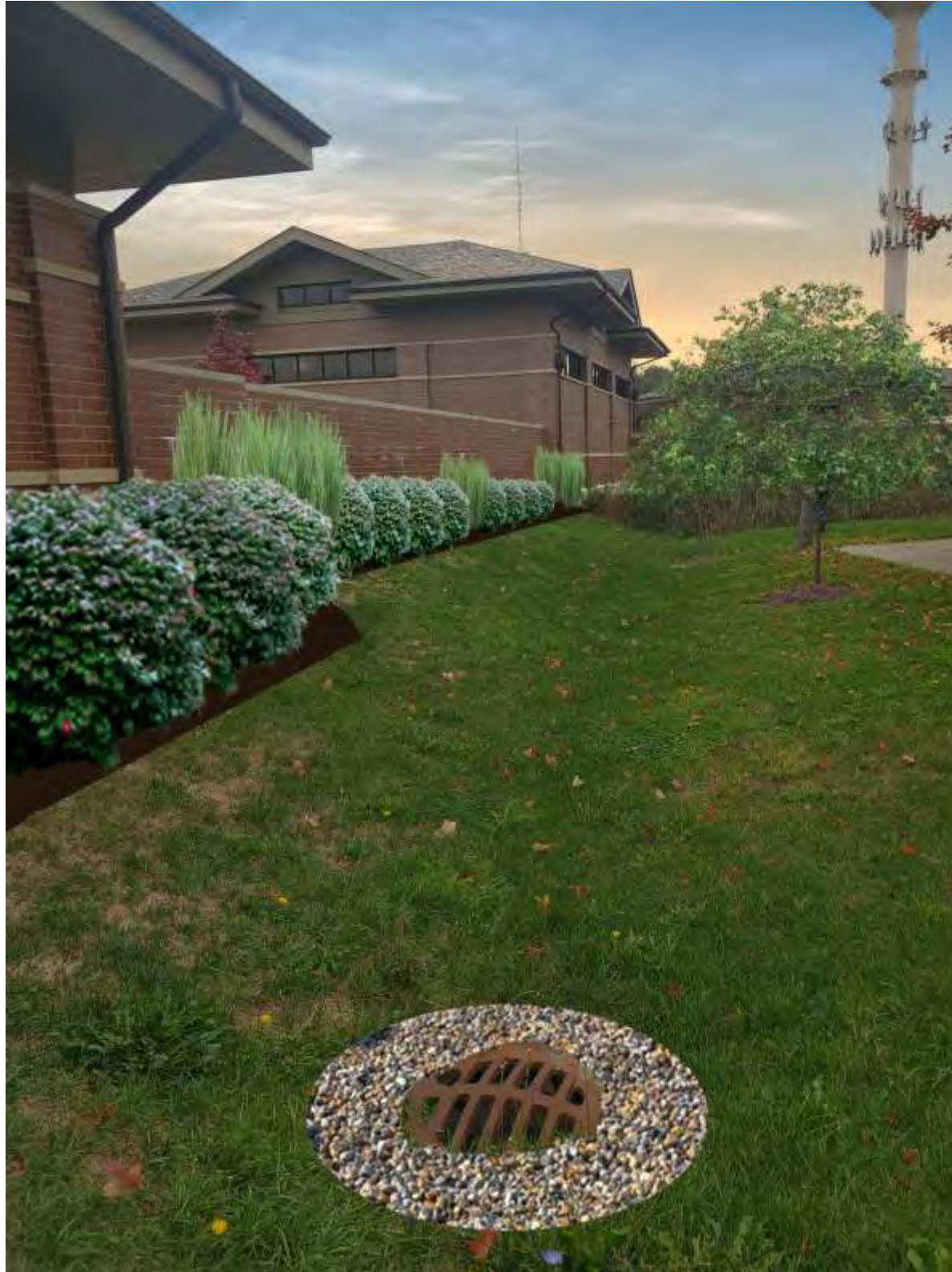
- Plant material with varying heights, soft textures and colors were implemented to create a sense of calm, respect and quiet.
- Interaction with Landscape
- Sense of enclosure
- New Plantings in raised planters in plaza.
- Additional plantings on left side of plaza.



EXISTING

Concept 3: Admin Building Foundation Wall

- Plant material along wall to soften and screen
- Creates green backdrop when looking into plaza from Irving Park Road



EXISTING

Plant Palette: Seasonal Interest



SPRING



SUMMER



FALL



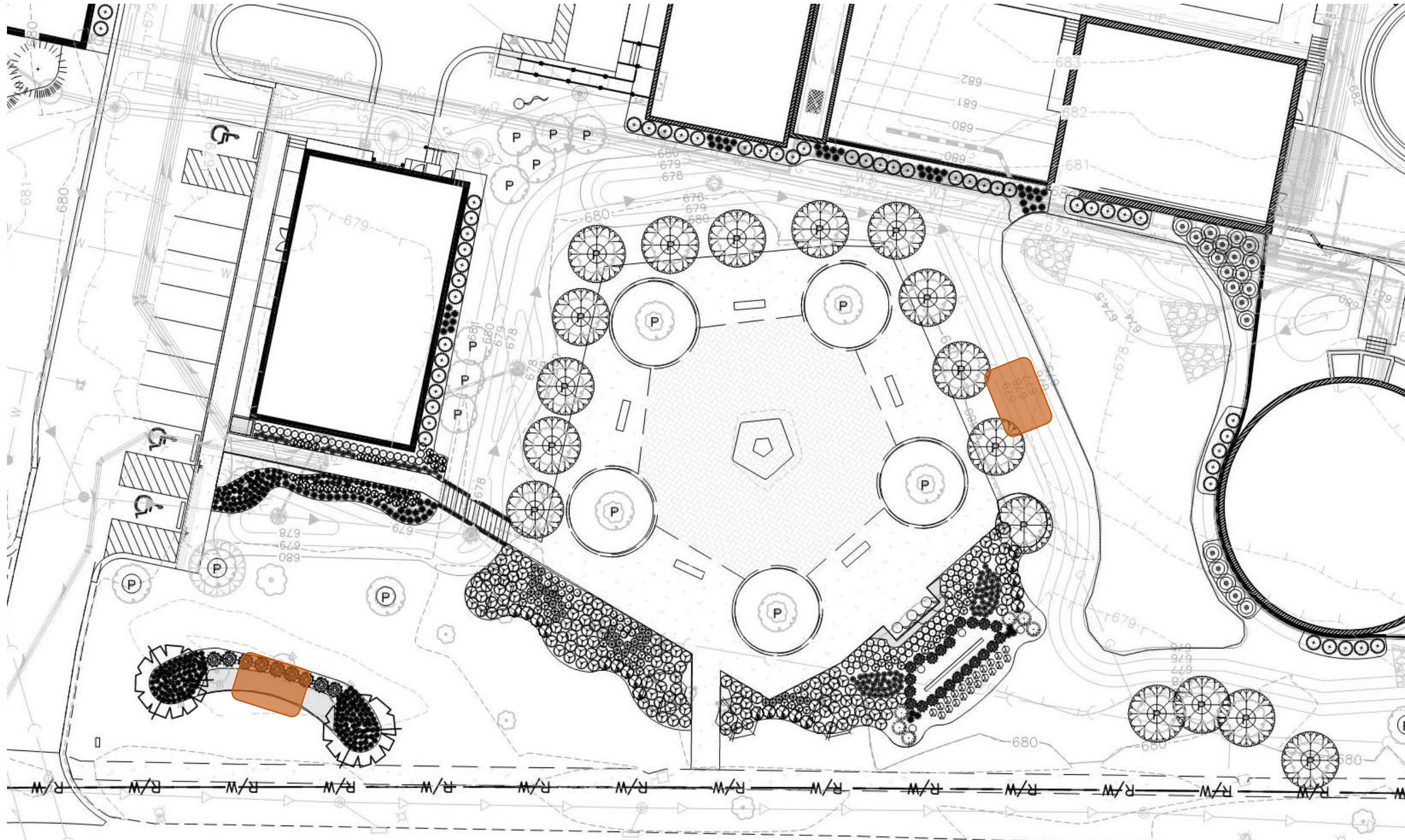
WINTER


Persistent all four seasons



Note: Plant palette shown does not show annual flowers and bulbs that can add additional seasonal interest throughout the year.

Study for Military Equipment



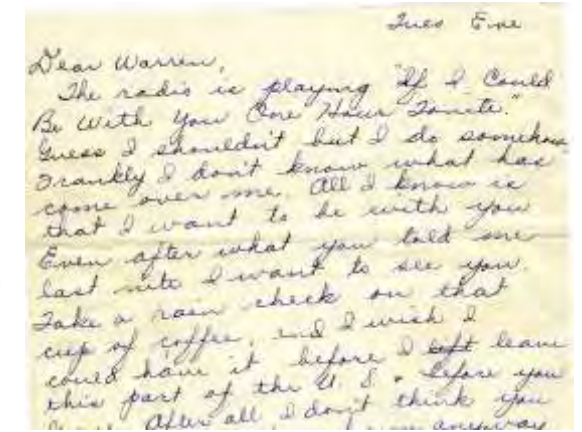
 : Potential locations for a canon, statue or other small military equipment

Concepts for Site Furnishings



Concrete Benches with Etching for each bench:

- 1) Letter from Veteran to family
- 2) Different Medals
- 3) Different War Helmets
- 4) Uniform details
- 5) Flag scene



Upgraded Trash Receptacles

Estimated Costs



Concept 1

- Labor for removal of existing plant material and transplants
- Preparation of Planting Beds with Amended Soil
- Installation of Landscape fabric and river rock at catch basins
- Installation of all new plant material: Trees, shrubs, perennials and ornamental grasses (approx. 900 plants)
- Budget for annuals (excludes bulbs)
- Removal and replacement of existing plant material at the compensatory basin
- Mulching of all beds
- Irrigation Quick Coupler

Concept 1 Estimated Total: \$74,000 - \$86,000

***Note: Pricing shown does not include work being completed by others, i.e., existing tree removal, the medallion purchase and installation, lighting, furnishings, relocation or lowering of the existing ComEd Utilities, power-washing of plaza hardscape.*

Concept 2

- Labor for removal of existing plant material and transplants
- Preparation of Planting Beds with Amended Soil
- Installation of landscape fabric and river rock at catch basins
- Installation of all new plant material: Trees, shrubs, perennials and ornamental grasses (approx. 1100 plants)
- Budget for annuals (excludes bulbs)
- Removal and replacement of existing plant material at the compensatory basin
- Removal of existing sod and installation of edging and low seed mix in swales on West side
- Mulching of all beds
- Irrigation Quick Coupler

Concept 2 Estimated Total: \$93,000 - \$103,000

Concept 3

- Labor for removal of existing plant material and transplants
- Preparation of Planting Beds with Amended Soil
- Installation of landscape fabric and river rock at catch basins
- Installation of all new plant material: Trees, shrubs, perennials and ornamental grasses (approx. 1400 plants)
- Budget for seasonal annuals (excludes bulbs)
- Removal and replacement of existing plant material at the compensatory basin
- Removal of existing sod and installation of edging and low seed mix in swales on West side
- Mulching of all beds
- Irrigation Quick Coupler

Concept 3 Estimated Total: \$108,000 - \$122,000



REQUEST FOR COMMITTEE ACTION

Referred to Committee: January 28, 2021
Subject: Veteran's Memorial Design Agreement
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: An Agreement between the City of Wood Dale and HR Green for Professional Services for the Veteran's Memorial Landscaping Project in an Amount Not to Exceed \$30,000

RECOMMENDATION:

Staff Recommends an Agreement between the City of Wood Dale and HR Green for Professional Services for the Veteran's Memorial Landscaping Project in an Amount Not to Exceed \$30,000.

BACKGROUND:

The City Council has allocated funds within the Capital Improvement Plan for improvements to the Veteran's Memorial Park located adjacent to the North Wastewater Treatment Plant including purchase and installation of military service branch medallions, lighting upgrades and landscaping improvements. The medallions have been installed and staff is working to identify cost efficient options for lighting. The City Council recently agreed to enter into an agreement with HR Green to prepare three (3) concept plans for landscaping improvements. The objective of the plans are to increase visibility of the medallions and existing monument while framing and creating a sense of tranquility within the park, as well as improving the overall park aesthetics. The City Council can choose from one of the three concept plans or make recommendations to include aspects from one plan into another. After a concept is agreed upon it can advance to the final design stage.

ANALYSIS:

Staff has budgeted \$75,000 for Veteran's Memorial improvements within the CIP for FY 2022 including costs associated with constructing the improvements as well as design work. The concepts range from \$74,000 to \$122,000 and may increase or decrease depending on Council input. The design agreement is a fixed cost of not to exceed

\$30,000 regardless of the concept plant selected. The costs for the design agreement as well as construction and future maintenance costs will be programmed into the FY 2022 Operating Budget.

DOCUMENTS ATTACHED

- ✓ Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT

For

**The City of Wood Dale, Illinois – Veterans Park
Landscape Architecture Design Services**

City of Wood Dale
Alan Lange, Director of Public Works
720 North Central Avenue
Wood Dale, IL 60191
Ph: 630-350-3530

Prepared by:
Christen Little, PLA – Landscape Architect
HR Green, Inc.
420 N. Front Street
McHenry, IL 60050

HR Green Project No.: 201290

January 21, 2021

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THIS **AGREEMENT** is between City of Wood Dale (hereafter "CLIENT") and HR GREEN DEVELOPMENT, LLC (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

It is the COMPANY'S understanding that the CLIENT is requesting that the COMPANY prepare Final Landscape Architecture Plans/Bid Documents for Veteran's Park located at 269 W. Irving Park Road in Wood Dale, Illinois. The site being re-developed includes the area between Irving Park Road and the existing Veteran's Park Plaza Space, west of the Waste Water Treatment Plant's (WWTP) west parking lot, to the east Park border limits. Also included in the design is the compensatory storage basin southeast of existing park space. Lastly, although the Plaza space is to remain basically as it is, some minor work will be included within the plaza (furnishing of new plant material in the tree wells).

COMPANY assumes the Landscape Plans/Bid Documents shall be designed per the requirements in the City's Landscape Ordinance unless directed otherwise by the CLIENT.

2.0 Scope of Services

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

2.1 Landscape Architecture Design Services

A. Final Landscape Architecture Design/Bid Documents

COMPANY will refine the previously approved Concept Landscape Plan and will resubmit the Final Landscape Plans/Bid Documents at a 90% complete stage for CLIENT review which will include the following:

COMPANY will provide Final Landscape Plans/Bid Documents for areas surrounding existing Veteran's Plaza including: walkway from the west WWTP parking lot landscape, Irving Park Road frontage landscape islands (currently tree groves), the Park signage/planting area at the east end, Medallion area landscape and compensatory storage basin landscape enhancements, as well as a maintenance plan to suppress nuisance and noxious weeds. The planting beds will be a combination of perennial and annual beds, similar to the beds created at the Clock Tower. These combination beds will allow for base plant blooms and foliage, supplemented with seasonal annuals planted by staff as desired. Additionally, there are some existing ornamental trees located along the walkway area from the west WWTP parking lot that will be relocated to the east side of the WWTP building that will host the medallions. The trees to be moved will fill in some gapped areas on the east side tree row. Plans for new plant material in the Plaza tree wells will also be provided. The hardscape Plaza power-washing will be a "plan note" to be completed by others.

COMPANY will make up to one (1) submittal and subsequently up to one (1) round of revisions, to include any remaining minor changes requested by the CLIENT and will submit the Final Landscape Plans/Bid Documents at a 100% complete stage for construction bidding.

The Final Landscape Plans/Bid Documents will include finalized locations and exact quantities of plant material which meets the CLIENT's Landscape Ordinance requirements. Each proposed plant shall be identified as to botanical and common name, size, and installation condition. General notes, planting details, and specifications will be provided to describe the materials, systems and equipment, workmanship, quality and performance criteria for the construction of the work.

COMPANY will provide a plant re-location plan to utilize existing plant material for Final Landscape Plans.

COMPANY will provide plan notes for the location of Irrigation Quick Couplers for utilization of watering seasonal annual flowers where specified on Final Landscape Plans/Bid Documents.

COMPANY will prepare a final Opinion of Probable Construction Cost (EOPCC) for the improvements based on the Final Landscape Plans.

COMPANY will provide a restoration plan and/or spec for areas impacted during construction. Restoration of manicured grass areas will be addressed via replacement sod versus seeding and cover.

Revisions to the Landscape Plans/Bid Documents will only be provided once between the 90% (Final) Landscape Plan/Bid Documents submittals to prepare the 100% set. If any other changes are requested or required by CLIENT, an addendum can be provided to complete this work or it can be completed on a T & M basis, if preferred. Likewise, if any significant changes occur to the proposed site layout plan, grading, utilities, etc. that affect the Landscape Plans/Bid Documents, an addendum can be provided to complete this work.

COMPANY will assist with Bid Process including: generate Bid ad, attend Pre-Bid meeting, attend Bid-Opening, tabulate bids and make recommendation on contractor to perform the work.

If CLIENT has further requirements of the Landscape Plans/Bid Documents that have not been specifically defined above in the Scope of Services, an addendum can be provided to complete this work.

3.0 Deliverables and Schedules Included in this Agreement

3.1 Meetings/Coordination

COMPANY anticipates up to two (2) scheduled meetings with the CLIENT to coordinate Final Landscape Plan/Bid Documents. It is also anticipated that continuous email and telephone communication will be required to complete this project. In addition, COMPANY will attend Pre-Bid Meeting and Bid-Opening Meeting.

3.2 Deliverables

Plan sets/bid documents will include (but are not limited to) the following items:

- A. Tree Re-location Plan – one (1) sheet
- B. Landscape Plan/Bid Documents – three (3) sheets
- C. Landscape Plant Lists, General Notes & Calculations – one (1) sheet (quantities sheet)
- D. Standard Details and Specifications – two (2) sheets

COMPANY will provide six (6) half size copies of all Final Landscape Plans/Bid Documents and accompanying PDF files of drawings to the CLIENT. The Final Landscape Plans/Bid Documents will also be made available electronically for ease of contractor accessibility.

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

4.0 Items not included in Agreement/Supplemental Services:

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

- A. Tree Survey/Tree Preservation Plan
- B. Tree Removal
- C. Plan, Perspective, Elevation or Section Illustrative Exhibits
- D. Construction Documentation
- E. Construction Field Visit/Observation
- F. Revisions other than those listed
- G. Military Medallion Design, Shop Drawings or Construction Drawings
- H. Lighting Plan, Shop Drawings or Construction Drawings
- I. No Landscape Up-lighting in existing plaza tree-wells
- J. Suggested Power-washing by others
- K. ComEd coordination for meter relocation/lowering

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



5.0 Professional Services Fee

5.1 Fees

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

5.2 Invoices

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

5.3 Extra Services

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

5.4 Exclusion

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

5.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

TASK	COST
Coordination / Meetings	\$ 6,000.00
Landscape Plan Development	\$ 4,000.00
Landscape Plan 90% Submittal	\$ 8,000.00
Landscape Plan 100% Submittal	\$ 6,000.00
Engineer's Opinion of Probable Cost	\$ 1,000.00
QA/QC	\$ 800.00
Bid Assistance	\$ 3,200.00
Reimbursables	\$ 1,000.00
Total: \$30,000.00	



Lump sum in the amount of: \$29,000.00

Reimbursable Expenses: \$1,000.00 (Allowance)

TOTAL: \$30,000.00

6.0 Terms and Conditions

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

6.1 Standard of Care

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

6.2 Entire Agreement

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

6.3 Time Limit and Commencement of Services

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

6.4 Suspension of Services

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

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

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

6.5 Books and Accounts

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

6.6 Insurance

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

D E V E L O P M E N T

6.7 Termination or Abandonment

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

6.8 Waiver

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

6.9 Severability

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

6.10 Successors and Assigns

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

6.11 Third-Party Beneficiaries

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

6.12 Governing Law and Jurisdiction

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

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

6.13 Dispute Resolution

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

6.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto.

In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

6.15 Ownership of Instruments of Service

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

6.16 Reuse of Documents

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

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

6.17 Failure to Abide by Design Documents or To Obtain Guidance

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

6.18 Opinion of Probable Construction Cost

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

6.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission.

Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

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

6.20 Information Provided by Others

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

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

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

6.21 Force Majeure

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

6.22 Job Site Visits and Safety

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

insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

6.23 Hazardous Materials

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

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

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

6.24 Certificate of Merit

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

6.25 Limitation of Liability

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

8.29 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify



and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

6.30 Construction Observation

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

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

6.31 Municipal Advisor

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

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

Sincerely,

HR GREEN DEVELOPMENT, LLC

Christen Little

Author Name

Approved by:

Printed/Typed Name:

Ronald D. Krall, PE

Title: Principal/Senior Project Manager

Date: 01/21/2021

CLIENT NAME

Accepted by:

Printed/Typed Name:

Title:

Date:

[File Tag-PSA ver. 040510]



REQUEST FOR COMMITTEE ACTION

Referred to Committee: January 28, 2021
Subject: Street Sweeping Program
Staff Contact: Patrick Hastings, Assistant Public Works
Director
Department: Public Works

TITLE: Approval of a Three-Year Contract for the Street Sweeping Program with LRS CleanSweep, Inc. in an Amount Not to Exceed \$180,000

RECOMMENDATION:

Staff Recommends Approval of a Three Year Contract for the Street Sweeping Program with LRS CleanSweep, Inc. in an Amount Not to Exceed \$180,000.

BACKGROUND:

A regular street sweeping program not only assists in keeping litter, debris and leaves off roadways but also helps to keep the storm sewer system clean and operational. The City has been utilizing contracted services for street sweeping since 2015 and was able to increase the level of service to twelve sweepings per year. Also in this contract is the option to perform extra sweepings after special events, emergencies and the RTA parking lot if needed.

The City has already extended the contract with LRS CleanSweep once. With the completion of that contract, staff placed the program out for bid to retain a new set of three years of pricing. The bid was taken out by seven planholders. On January 19, 2021 a public bid opening was held via Zoom with one contractor submitting a bid, LRS CleanSweep, Inc. CleanSweep has exhibited exceptional service and has always addressed requests, complaints and needs appropriately when asked upon.

ANALYSIS:

The City budgets \$60,000 per year for street sweeping services. CleanSweep submitted a bid in the amount of \$53,995.88 for year one and an increase of 3% each year for two

more years. Due to the potential need to have extra special event, emergency and RTA lot sweeps, staff recommends approving the contract for the full budgeted amount of \$60,000 per year for a total of \$180,000.

The cost of services as follows:

Service	Quantity	Unit Price	Total
General Sweep	12 Cycles	\$4,232.99	\$50,795.88
Emergency Sweeps	10 Hours	\$120.00	\$1,200
Special Event Sweeps	10 Hours	\$120.00	\$1,200
RTA Lot	2 Cycles	\$400.00	\$800

DOCUMENTS ATTACHED

- ✓ Original Bid Document
- ✓ Bid Results
- ✓ LRS CleanSweep, Inc. Bid Document

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

STREET SWEEPING

Annunziato Pulice, Mayor

Lynn Curiale, City Clerk

Prepared By:

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

**CITY OF WOOD DALE
STREET SWEEPING**

NOTICE TO BIDDERS

Sealed bids for the “**Street Sweeping**” will be received at City Hall, 404 N Wood Dale Rd., City of Wood Dale, IL 60191 until **10:00AM on JANUARY 19, 2021**, at which time all bids will be opened and read via Zoom. Please follow the call in instructions below to partake in the virtual bid opening. 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 STREET SWEEPING.**” Due to City Hall being closed to the public, please reach out to the contact below for someone to meet and collect the bid at City Hall. Specifications may be obtained at the Clerk’s office or by mail/email upon request.

No pre-bid meeting will be held for this project however, it is strongly encourage to review the sweeping areas. Should any questions arise regarding any aspect of the project, please reach out to the contact information below. The City reserves the right to deny bid documents to any contractor they believe does not possess the necessary qualifications to complete the work.

Please contact Patrick Hastings, Assistant Director of Public Works, by phone at 630-787-3765, or by email at Phastings@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 ten percent (10%) 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.

Lynn Curiale
City Clerk

Dated this 14th of December, 2020.

Join Zoom Meeting

<https://us02web.zoom.us/j/83131193378?pwd=UDdtMXh6VTFTUExvQUh5Nm5jR2grQT09>

Meeting ID: 831 3119 3378

Passcode: 133142

One tap mobile

+13126266799,,83131193378#,,,,*133142# US (Chicago)

+13017158592,,83131193378#,,,,*133142# US (Washington D.C)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 301 715 8592 US (Washington D.C)

+1 929 436 2866 US (New York)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 831 3119 3378

Passcode: 133142

Find your local number: <https://us02web.zoom.us/j/83131193378?pwd=UDdtMXh6VTFTUExvQUh5Nm5jR2grQT09>

**CITY OF WOOD DALE
STREET SWEEPING**

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. Notice of Award – Verbal or written communication by the Director of Public Works or designee informing the Contractor of the Council’s decision to accept their proposal.
11. Notice to Proceed – Verbal or written communication by the Director of Public Works or designee authorizing the contractor to commence construction activities on a specified date.
12. Specifications - Specifications identified in the Contract.
13. Subcontractor - Secondary Contractor engaged by the Contractor.
14. Supplier - Any vendor supplying materials, equipment, or apparatus.

**CITY OF WOOD DALE
STREET SWEEPING**

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 be 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 STREET SWEEPING.**"
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 his 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 bidder. 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 ten percent (10%) 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 (Sec. 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 rate information will be available at <http://labor.illinois.gov/>. 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 hold 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 (if applicable);
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 (if applicable); 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 (if applicable).

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 Director of Public Works, 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 Patrick Hastings, Assistant Director of Public Works, City of Wood Dale, 720 N. Central Ave., Wood Dale, IL 60191. Phone Number: (630) 787-3765. The Assistant Director of Public Works 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
STREET SWEEPING**

-SPECIAL INSTRUCTIONS-

1. Return With Bid:
 - a) Cover Sheet;
 - b) Signed Proposal, including location of Bidder's office or permanent place of business;
 - c) Bid guarantee consisting of a bid bond, a cashier's check, or certified check in an amount not less than ten percent (10%) of the amount of the bid;
 - d) Completed Disclosure of Beneficiaries Form;
 - e) Signed Certification Forms; and
 - f) Completed References Form listing similar projects.

RETURN WITH BID

CITY OF WOOD DALE STREET SWEEPING

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 **STREET SWEEPING**.

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

STREET SWEEPING Year 1 – 2021 April - December

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	City Arterial, Collector and Residential Curbed Roadways	12	Cycle		
2	Emergency Sweeps	10	Hour		
3	Special Request Sweeps	10	Hour		
4	RTA Parking Lot	2	Cycle		
TOTAL:					
4	Year 2 – 2022: Rates will increase by _____%				
5	Year 3 – 2023: Rates will increase by _____%				

RETURN WITH BID

Accompanying this Proposal is a proposal guarantee in the amount of \$_____ (10%) 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 _____, 2020.
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
STREET SWEEPING
CONTRACT**

This CONTRACT, made and entered into this _____ day of _____, 2020, 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 the schedule set forth in the specifications, weather permitting, from the date the City provides Contractor with notice to proceed.

III. SITE ABANDONMENT

The Contractor shall prioritize this Project in accordance with the timeliness set forth in the Bid Specifications and the Contract. In no event shall the Contractor cease to perform work on this Project for a period of more than five (5) consecutive business days.

In the event that circumstances arise which require or warrant the Contractor ceasing work on the Project for a period in excess of five (5) business days, the Contractor shall provide Notice

to the City, with Notice to the Public Works Director and the Project Engineer. Said Notice shall provide the basis for the Contractor being unable to perform work on the Project for said period of time.

In the event that the basis for the delay is not acceptable to the City, the City shall so notify the Contractor immediately. In such case, the Contractor shall arrange to return to the Project immediately following any five (5) day absence.

Nothing herein is intended to or shall alter the Substantial Completion or Final Completion requirements set forth in the Contract. In addition, nothing herein is intended to or shall alter the Liquidated Damages provisions of the Contract.

IV. 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.

V. 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.

VI. 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, Maintenance 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.

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:

Lynn Curiale
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

Lynn Curiale, City Clerk

CONTRACTOR:

ATTEST:

By _____

By _____

Its _____

RETURN WITH BID

CITY OF WOOD DALE STREET SWEEPING

-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 _____, 2020.

Notary Public

RETURN WITH BID

CITY OF WOOD DALE STREET SWEEPING

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 _____ 2020.

(Notary Public)

RETURN WITH BID

**CITY OF WOOD DALE
STREET SWEEPING**

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 _____ 2020.

Notary Public

RETURN WITH BID

CITY OF WOOD DALE STREET SWEEPING

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 STREET SWEEPING

CERTIFICATION

_____, 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 STREET SWEEPING

-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

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: That the Contractor hereinafter identified and the Surety set forth herein jointly and severally bind themselves, their successors and assigns unto the CITY OF WOOD DALE, (hereinafter referred to as the "CITY"), for the full and complete performance of the Project identified herein.

_____ [insert name of Contractor], located at _____ [insert address of Contractor], (hereinafter referred to as the "Contractor"), is performing certain work in the CITY in connection with _____ [insert Project name] Project No.: _____ [insert Project No.] (hereinafter referred to as the "Project"). In order to ensure that the Contractor fully performs all work required as part of the Project referenced herein and as a condition of the CITY's approval of the Project, the Contractor agrees to enter into a Performance Bond with a Surety licensed and authorized to transact business in the State of Illinois.

_____ [insert name of Surety], (hereinafter referred to as the "Surety") with its principal Office located at, _____ [insert address of Surety], represents that it is a Corporation authorized to perform surety business in the State of Illinois, and hereby agrees to be held and firmly bound unto the CITY, with its Principal Office located at 404 N. Wood Dale Road, Wood Dale, Illinois, 60191, in the sum of _____ [insert amount of Contract] (\$) _____) lawful money of the United States of America, for which payment is made, binds itself, its heirs, executors, administrators, successors and assigns.

The Surety, on behalf of the Contractor, as Principal, has entered into this Performance Bond with the CITY, guaranteeing that the Contractor will complete the Project, which Project shall be completed in accordance with the Project Specifications, Applications, Permits, Designs, Drawings and the applicable CITY Code provisions and State law on or before the completion date or any extension thereof. The Surety hereby provides the instant Performance Bond to ensure the timely completion of the Project.

If the Contractor fully performs the obligations of the Project, the Surety and Contractor shall have no obligation to the CITY under this Performance Bond.

If the Contractor fails to perform the obligations of the Project as required, said failure shall be deemed a default if the obligations are not remedied by the Contractor within ten (10) days from the date the Contractor is notified of said default by the CITY as provided for herein. In the event of said default, the CITY shall notify the Contractor and the Surety of said default. Notice shall be sent to the Contractor and the Surety by Regular or Certified Mail or electronic mail transmission. Upon receipt of Notice of Default from the CITY, the Surety shall be obligated for the costs to the CITY for completing the Project, including, but not limited to, any and all Contractor costs, Engineering fees and reasonable Attorney's fees incurred in connection with the completion of the Project and enforcing the conditions of the Performance Bond,

along with any Court costs associated therewith.

In the event of a dispute regarding the instant Performance Bond or the underlying Contract documents, the Parties agree to resolve any such dispute in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois. The CITY shall be entitled to recover reasonable Attorney's fees and costs incurred in said action

SIGNED, SEALED AND DATED THIS ____ day of _____, 2020.

CITY OF WOOD DALE

By: _____
Its: _____

CONTRACTOR

By : _____
Its: President

SURETY

By: _____
Its: Attorney-In-Fact

AGENT OR BROKER

[insert name, address, phone number and e-mail for Agent/Broker]

[NOTE: ATTACH SURETY POWER OF ATTORNEY]

Specifications

Scope of Work:

The City of Wood Dale is seeking a contractor to perform street sweeping services on City-owned arterial, collector, and residential roadways, and City-owned parking lots areas. Additionally, the City requires the contractor to perform emergency street sweeping services after vehicle accidents, spills on roadways, and on streets after water main break repairs. The contractor's response time to emergency sweeps shall be two (2) hours or less.

Project Deliverables:

The Contractor shall provide all labor and equipment necessary to provide street sweeping services to the specifications and estimated quantities identified herein.

It will be the responsibility of the contractor to store and haul sweeping materials. A roll off box can be stored at the Public Works facility for coordination of the materials. Public Works staff will assist in loading the sweepings into the roll off box. Other methods of material handling will be considered at the discretion of the Director of Public Works or his/her designee.

Item 1. Arterial, Collector and Residential Streets:

Streets included in this category (including islands, cul-de-sacs and dead ends) total approximately **48 center line miles**. All City owned streets should be swept a minimum of twelve (12) times per year. A map of the City can be found in attachment A.

Twelve (12) complete sweeping cycles shall tentatively consist of the weeks of:

4/05/2021, 4/26/2021, 5/17/202, 6/21/2021, 7/19/2021, 8/16/2021, 9/20/2021, 10/04/2021, 10/25/2021, 11/08/2021, 11/22/2021, 12/06/2021

Exact dates shall be coordinated with and approved by the Director of Public Works or his/her designee. For additional years of the contract, the dates will be decided upon before the beginning of the sweeping season. The twelve (12) sweeping cycles shall be paid for on a *per cycle basis* as shown on the proposal page. Scheduled arterial, collector, and residential curbed sweeping cycles shall be completed in not more than four (4) business days of commencement.

State and County roads are not to be swept under this contract. Specific roads will be discussed prior to the start of work.

Dates provided for cycle sweeps are tentative and intended for planning purposes. If needed, dates for cycle sweeps may be requested earlier, later, or not at all depending on weather and conditions of roadways.

If any time during the term of this Agreement the City deems a sweep or service to be unsatisfactory, the Contractor shall perform the additional service at no additional cost to the City.

Repetitive callbacks could be considered as a default and result in termination of this Agreement

The City will be the sole determiner of what is considered to be satisfactory sweeping.

Technical Specifications:

SCHEDULING OF WORK: All work shall be scheduled with the Director of Public Works or his designee. While working for the City of Wood Dale during regularly scheduled street sweeping cycles, the contractor's sweeping employees or route supervisor shall speak with the Public Works Director or his/her designee on a daily basis before the start of work.

PARKING LOTS AND AREAS: The following listed Parking Lots and Areas shall be swept two (2) times per year. All paved surfaces, including aprons, curbs, gutters, and appurtenant sidewalks shall be swept. Contractor will coordinate with Public Works staff to have corners of lots swept out so street sweeper can collect all debris. Forty Eight hour notice shall be given before the start of sweeping parking lots.

Parking lot shall be swept two (2) times per year, with sweeping cycles scheduled in the:

Spring (April 1 - May 30);

Fall (September 1 - November 30);

Exact dates shall be coordinated with and approved by the Director of Public Works or his/her designee. This item shall be paid for on a *per cycle basis* as shown on the proposal page.

Parking lot and area locations to be completed are as follows:

RTA Parking Lot – 199 E. Division Street Wood Dale, IL 60191

EMERGENCY SWEEPING

The contractor shall provide emergency response street sweeping service for material spills or other emergencies designated by the City that would occur outside of the normal sweeping schedule/hours. If these services are required, the contractor shall respond and begin sweeping within two (2) hours of notification from the City. The contractor shall be paid on a **per hour basis** with a two (2) hour minimum, excluding travel time. The contractor shall provide a separate invoice for these services.

SPECIAL REQUEST SWEEPING

The City requires the contractor to provide service for special request sweeping such as parades, carnivals, construction projects, cleanup after tree trimming work, etc., that would occur outside of the normal sweeping schedule. Special request sweepings shall be scheduled in advance with the contractor by the Director of Public Works or his/her designee. The contractor shall be paid on a **per hour basis** with a two (2) hour minimum, excluding travel time to and from. **The contractor shall provide a separate invoice for these services.**

COLLECTION OF DEBRIS

Collection of debris is defined as the satisfactory removal of all sand, stone, glass, debris, refuse, dirt, leaves and other similar materials which may be accumulated on the entire width of roadway and/or parking areas described as the designated area to be cleaned. All storm water inlets shall be cleared of all debris. Upon the completion of any street sweeping assigned, all roadways and/or parking areas must present an appearance that is completely satisfactory to the Director Public Works or his designated representative. The City will be the sole determiner of satisfactory removal. In the event the City deems removal to be unsatisfactory, the Contractor shall perform the additional sweeps at no additional cost to the City.

SWEEPING PROCEDURES

DIRECTION OF OPERATION

All street sweeping, to the greatest extent possible, including parking lots shall travel in the same direction as traffic.

HOURS OF OPERATION:

All work can be performed under the hours of 7am and 5pm.

24-HOUR AVAILABILITY:

The contractor shall provide a telephone number for emergency and special services to the City

PUBLIC SAFETY

The contractor shall perform all work in a manner that minimizes road hazards to the public. All sweeping equipment must be fitted with an approved yellow safety flasher light or rotating beacon which is functional at all times of operation and is D.O.T. compliant. An illuminated directional arrow shall be functioning during all sweeping operations. The contractor shall take measures to avoid slippery conditions from excessive water on the pavement.

DUST CONTROL

The contractor shall use a sufficient amount of water during sweeping operations to provide adequate dust control.

PROTECTION OF PROPERTY

All reasonable precautions shall be taken to protect public and private property from undue damage. This would include: pavements, sidewalks, lawns, fences, bushes, trees, shrubs, and buildings. If the Director of Public Works or his/her designee determines the contractor has unnecessarily damaged or destroyed property, it shall be repaired or replaced to the satisfaction of the City at the contractor's expense.

ACCIDENT REPORTING

All on the job accidents that damage public or private property, result in injuries to workers or other persons, or damage to utilities shall be immediately reported to the Department of Public Works at (630)350-3530 and to the Wood Dale Police Dept. at (630)458-4037.

WATER SUPPLY

The City shall furnish water for sweeping operations at no cost to the contractor from a meter located near the Public Works facility at 720 N Central Ave. **ONLY**.

EQUIPMENT STORAGE

The City does not allow parking or storage of the contractor's sweeping units on City property.

SWEEPING EQUIPMENT

The contractor shall use either mechanical type sweepers or regenerative air type sweepers, as specified by the Director of Public Works, at any time during any sweeping cycle, depending on sweeping and/or weather conditions. Each sweeper unit must be fitted with an approved yellow safety flasher light or rotating beacon which shall function at all times of operation and per I.D.O.T. standards. Each sweeper unit must be equipped with GPS tracking capability. Each sweeper unit must be equipped with an illuminated directional arrow which shall function during sweeping operations.

THE CONTRACTOR MUST SUBMIT A LIST OF THEIR EQUIPMENT WITH THEIR BID.

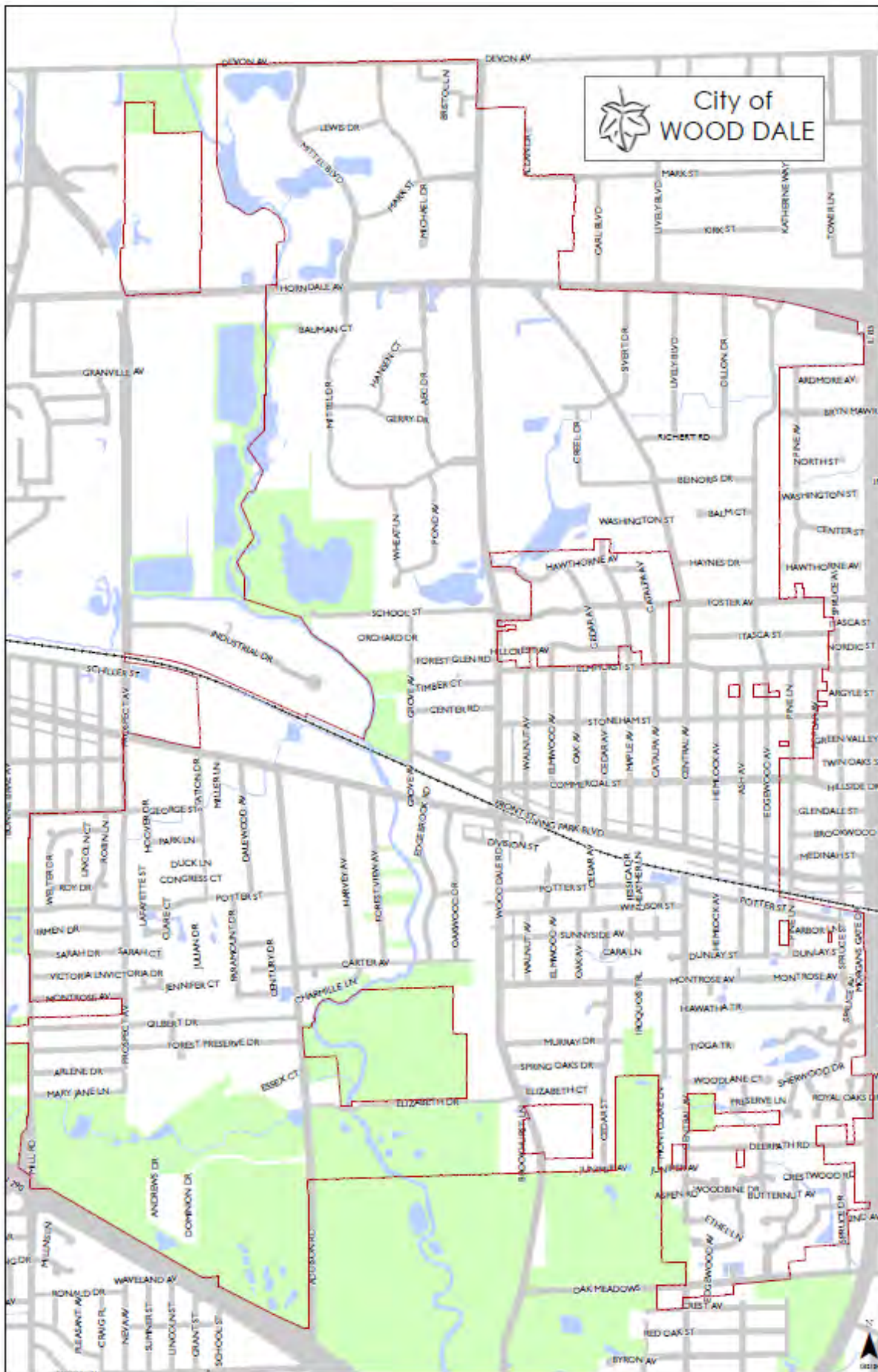
(Minimum of three (3) regenerative air units with a seven (7) yard hoppers)

FAILURE TO PROVIDE A LIST OF EQUIPMENT WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE.

PROGRESS REPORTING / INSPECTION

The contractor will be required to maintain and keep adequate records at all times on each day's work to track progress, including the number of curb miles swept. Progress sheets, including equipment breakdowns, shall be turned into the Director of Public Works or his designated representative. The sheets shall indicate which streets and /or parking lots or areas were cleaned, and the approximate time the area was cleaned. Contractor shall have the ability to provide GPS tracking reports if requested. In addition, the contractor shall call in at the beginning and the end of the sweeping shift. At the end of each shift, the operator must advise the City inspector which streets were completed and the number of actual sweeping miles completed. The City inspector will inspect the work the next day. Anything not swept to the City's satisfaction will be re-swept by the contractor within 24 hours at no additional cost to the City.

Attachment A





404 N. Wood Dale Road
Wood Dale, IL 60191
PHONE: 630-787-3709
FAX: 630-766-3898

Location: Remote – Dial In Conference Call
Project: Street Sweeping
Date: January 19, 2021
Time: 10:00 A.M.

Contractor:	Bid Amount:	Bid Bond:	Addendum:
LRS CleanSweep	\$53,995.88 with 3% increases for year 2 and 3	x	x

Contractor:	Bid Amount:	Bid Bond:	Addendum:



City of Wood Dale

STREET SWEEPING

Submitted electronically

Patrick Hastings

Assistant Director of Public Works

phastings@wooddale.com

DEADLINE AND READING VIA ZOOM: 10 a.m., Tuesday, Jan. 19, 2021

Brian Grosse, Vice President, Portable Services & CleanSweep

Gabe Hanson, CleanSweep Operations Manager

Jim Engineer, Sales Development Representative



CLEAN SWEEP

630-377-7000



January 15, 2021

Mr. Patrick Hastings
Assistant Director of Public Works
City of Wood Dale
404 N. Wood Dale Road
Wood Dale, IL 60191

Dear Patrick,

On behalf of everyone at Lakeshore Recycling Systems (LRS), and in particular our CleanSweep division, thank you for the opportunity to bid for the City of Wood Dale's street sweeping contract. We are grateful for the City's business over the past four years, and are proud of our street sweeping heritage spanning more than 16 years. CleanSweep today is the street sweeping partner of choice for more than 45 municipalities, as well as leading construction firms, excavation companies, property managers, industrial plants and colleges throughout greater Chicago and northern Illinois.

Public Works teams depend on partners who are experienced, tried-and-tested, and bring a sense of priority and personal responsibility to every sweep. CleanSweep has forged that reputation of trust, responsiveness and reliability by anticipating the unexpected and building a portfolio of safe street sweeping experience unrivaled in the Chicago market.

We continuously maintain and update our growing fleet of more than 25 sweeper trucks, ensuring our work performed is in accord with the highest safety, efficiency and performance standards in the industry. Moreover, our experienced crew of 27 friendly drivers are steeped in safety best practices and cross-trained on troubleshooting basic maintenance issues.

We are grateful for your consideration and look forward to continuing our relationship with the City of Wood Dale.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gabe Hanson'.

Gabe Hanson
CleanSweep Operations Manager
(630) 377-7000 Ext. 616
Mobile: (773) 619-6180

STRENGTHS & DIFFERENTIATORS

COMMITMENT TO SERVICE EXCELLENCE With more than 25 sweepers on the road daily, LRS provides timely, professional and reliable street sweeping services for our valued municipal customers. LRS CleanSweep is committed to service excellence, backed by experienced operations and logistical expertise, an unrivaled safety track record, proactive communication, and reporting.

PROACTIVE COMMUNICATION For each sweep cycle, an experienced driver foreman is assigned and will correspond with the municipalities' designated representative. Sweeping drivers will turn in maps daily that show the streets swept and amount of water used from the municipality. A Clean Sweep representative also will be communicating with the designated contact to relay any additional information.

STREET REPORTING & DATA TRACKING Sweeping drivers are trained and expected to be an extension of the municipality's team. Drivers are required to communicate any noteworthy items to the municipality. This includes reporting potholes, broken branches, parked cars, etc. Equally important, drivers are trained to monitor grates to ensure that drain systems are clear from debris.

GPS MONITORING AND TRACKING LRS CleanSweep provides top-of-the-line and innovative solutions to ensure each municipality has the information needed in order for LRS to meet the standards of the municipality. For this reason, all of LRS' CleanSweep vehicles are equipped with GPS tracking units. LRS CleanSweep will provide GPS reports to the municipalities after each day in the municipality to track streets, mileage, speed etc.

REGENERATIVE AIR SWEEPERS LRS CleanSweep utilizes the most sophisticated equipment coupled with highly trained drivers. As the leading street sweeping company in the Midwest, LRS understands the importance of using regenerative air sweepers in municipalities for standard cycle sweeps. Regenerative air sweepers provide the strongest vacuum suction to pick up both visible debris and non-visible particulates. Regenerative air sweepers keep sediments out of storm sewers, significantly decreasing costly storm sewer maintenance.

STATE-OF-THE-ART EQUIPMENT Each truck is equipped with over 20 brand new pieces of equipment to increase productivity and quality during sweeps. In addition to daily equipment, every truck has a blower specifically designed for parking lot sweeps of any size.

CLEAN SWEEP
630-377-7000



Fleet, Equipment Checklist
Updated December 2020

Unit	Make	Model	Year	Type	Body	Water Tank Capacity (Gallons)
027	Freightliner	M2	2015	Regen. Vacuum	Elgin Crosswind	240G
028	Freightliner	M2	2015	Regen. Vacuum	Elgin Crosswind	240G
330	Peterbilt	SC9000	2019	Regen. Vacuum	Schwarze A9000	600G
329	Peterbilt	SC9000	2019	Regen. Vacuum	Schwarze A9000	600G
328	Peterbilt	SC9000	2019	Regen. Vacuum	Schwarze A9000	600G
327	Sterling	M6	2018	Mechanical	Schwarze Avalanche	470G
326	Sterling	SC8000	2016	Regen. Vacuum	Schwarze A7000	350G
325	Sterling	Acterra	2008	Regen. Vacuum	Schwarze A7000	250G
324	Sterling	Acterra	2007	Regen. Vacuum	Schwarze A7000	250G
323	Sterling	SC8000	2007	Regen. Vacuum	Schwarze A7000	470G
322	Sterling	SC8000	RB 2015	Regen. Vacuum	Schwarze A7000	470G
321	GMC	T-Series F7B042	RB 2015	Regen. Vacuum	Schwarze A7000	470G
320	Sterling	SC8000	2006	Regen. Vacuum	Schwarze A7000	470G
319	Freightliner	SC8000	RB 2009	Mechanical	Elgin Eagle	280G
318	GMC	T-Series F7B042	2009	Regen. Vacuum	Schwarze A7000	470G
317	Sterling	SC8000	RB 2012	Regen. Vacuum	Schwarze A7000	470G
316	Freightliner	M2	2008	Mechanical	Elgin Broom Bear	350G
315	Sterling	SC8000	RB 2006	Regen. Vacuum	Elgin Crosswind	240G
314	Freightliner	SC8000	RB 2011	Regen. Vacuum	Elgin Crosswind	240G
312	Sterling	SC8000	RB 2010	Regen. Vacuum	Schwarze A7000	470G
311	Sterling	SC8000	2006	Regen. Vacuum	Schwarze A7000	470G
309	Sterling	SC8000	RB 2013	Regen. Vacuum	Schwarze A7000	470G
308	Sterling	SC8000	RB 2006	Regen. Vacuum	Elgin Crosswind	465G
307	Sterling	SC8000	RB 2011	Mechanical	Elgin Eagle	280G
306	Sterling	SC8000	RB 2010	Regen. Vacuum	Schwarze A7000	470G
305	International	4300	2007	Regen. Vacuum	Schwarze A7000	250G
304	International	4300	RB 2008	Regen. Vacuum	Schwarze A7000	250G

RETURN WITH BID

Submitted By: Jim Engineer

Company Name: Lakeshore Recycling Systems / CleanSweep

Contact Person: Jim Engineer

Address: 1655 Powis Road

City, State, Zip: West Chicago, IL 60185

Telephone: 773/951-4655

Fax: 773/685-6043



**CITY OF
WOOD DALE**

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

**NOTICE TO CONTRACTORS
CONTRACT DOCUMENTS
SPECIFICATIONS**

FOR

STREET SWEEPING

Annunziato Pulice, Mayor

Lynn Curiale, City Clerk

Prepared By:

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

RETURN WITH BID

**CITY OF WOOD DALE
STREET SWEEPING**

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: Lakeshore Recycling Systems LLC, CleanSweep division

Address: 1655 Powis Road

City, State, Zip: West Chicago, IL 60185

Signed:  Date: January 13, 2021

Title: CleanSweep Operations Manager

****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 **STREET SWEEPING**.

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

STREET SWEEPING Year 1 – 2021 April - December

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	City Arterial, Collector and Residential Curbed Roadways	12	Cycle	\$4,232.99	\$50,795.88
2	Emergency Sweeps	10	Hour	\$120.00	\$1,200.00
3	Special Request Sweeps	10	Hour	\$120.00	\$1,200.00
4	RTA Parking Lot	2	Cycle	\$400.00	\$800.00
TOTAL:					\$53,995.88
4	Year 2 – 2022: Rates will increase by <u>3</u> %				
5	Year 3 – 2023: Rates will increase by <u>3</u> %				

Lakeshore Recycling Systems' CleanSweep division employees are members of Local 673 International Brotherhood of Teamsters.

Wages and benefits are governed by this agreement.



Gabe Hanson
CleanSweep Operations Manager
January 13, 2021

RETURN WITH BID

Accompanying this Proposal is a proposal guarantee in the amount of \$ 5,400.00 (10%) 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. 1, dated 1/13/2021

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.

ADDENDUM TO RFB DOCUMENTS

REQUEST FOR BIDS: **Street Sweeping Bid**

ADDENDUM No. **1**

DATE: **01/13/2021**

To All Potential Bidders:

This addendum is issued to modify the previously issued bid documents and/or given for informational purposes, and is hereby made a part of the bid documents. Please attach this addendum to all documents in your possession. **Per the bid documents, the proposer shall acknowledge receipt of any and all addenda within the required bid submissions.**

Below are alterations to the bid documents that were deemed necessary after the initial bid was advertised.

1. Due to the City's Covid-19 protocols, City Hall is currently closed to the public. Due to this closure all bid submittals will be made electronically. Bids shall be emailed to Phastings@wooddale.com by January 19, 2021 at 10:00AM at which time they will be opened and read electronically via the Zoom information provided in the bid documents.

Thank you

Acknowledging receipt of Addendum 1



Gabe Hanson
CleanSweep Operations Manager
Lakeshore Recycling Systems
January 14, 2021

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Lakeshore Recycling Systems, LLC
6132 W. Oakton St.
Morton Grove, IL 60053

OWNER:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
1250 E. Diehl Road, Suite 200
Naperville, IL 60563
Mailing Address for Notices
1411 Opus Place, Ste. 450
Downers Grove, IL 60515

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Street Sweeping

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of January, 2021



(Witness)

Lakeshore Recycling Systems, LLC
(Principal) _____ (Seal)

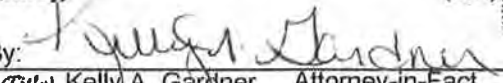
By: 

(Title)



(Witness) Alexa Costello

Berkley Insurance Company
(Surety) _____ (Seal)

By: 

(Title) Kelly A. Gardner Attorney-in-Fact



State of Illinois

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Alexa Costello Notary Public of DuPage County, in the State of Illinois,

do hereby certify that Kelly A. Gardner Attorney-in-Fact, of the Berkley Insurance

Company who is personally known to me to be the same person whose

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the

Berkley Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 19th day of January, 2021.

Alexa Costello

Notary Public Alexa Costello

My Commission expires: September 10, 2021



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BI-SurePath-a

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint:

Surety Bond No.: Bid Bond
Principal: Lakeshore Recycling Systems, LLC
Obligee: City of Wood Dale
Amount of Bond: See Bond Form

Kelly A. Gardner
HUB International Midwest Limited
Downers Grove, IL

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:


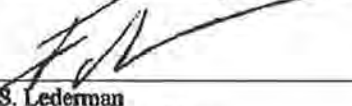
RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

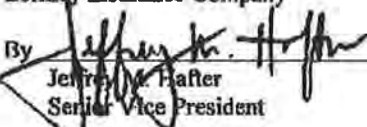
RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of July, 2019.

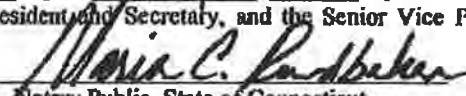
(Seal)  Attest:
By 
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By 
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of July, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024


Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 19th day of January, 2021.

(Seal) 


Vincent P. Forte

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 my Hand(s) and Seal this 13th day of January, 2020.
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.

Lakeshore Recycling Systems LLC
Corporate Name

ATTEST:

Marie Paff

Address: 6132 Oakton Street, Morton Grove, IL 60053

By: Marie A. Paff
Secretary

-CORPORATE SEAL-



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 my Hand(s) and Seal this 13th day of January, 2021 ~~2020~~
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.

Lakeshore Recycling Systems LLC
Corporate Name

ATTEST:

Marie Paff

Address: 6132 Oakton Street, Morton Grove, IL 60053

By: *Marie A. Paff*
Secretary

-CORPORATE SEAL-



RETURN WITH BID

**CITY OF WOOD DALE
STREET SWEEPING**

-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: Lakeshore Recycling Systems LLC, CleanSweep division
Name

6132 Oakton Street, Morton Grove, IL 60053
Address

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

Street sweeping services - incumbent vendor

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:
n/a

n/a

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	*Please redact percentages if bid document is shared or to be made public.
a. <u>Goldman Sachs, 200 West Street, New York, NY 10282,</u>	<u>200 West Street, New York, NY 10282,</u>	<u>10.2%*</u>	
b. <u>Golf, Inc. 6132 Oakton Street, Morton Grove, IL 60053,</u>	<u>6132 Oakton Street, Morton Grove, IL 60053,</u>	<u>34.4%*</u>	
c. <u>Lakeshore Waste Services, LLC, 6132 Oakton Street, Morton Grove, IL 60053,</u>	<u>6132 Oakton Street, Morton Grove, IL 60053,</u>	<u>34.4%*</u>	

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

Marie Paff, Secretary, Lakeshore Recycling Systems LLC, 6132 Oakton Street, Morton Grove, IL 60053

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.

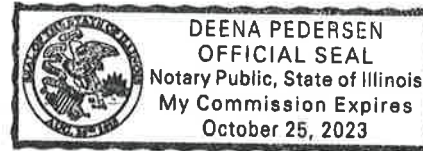
VERIFICATION

I, Marie Paff, 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.

DP *Marie A. Paff*
By: ~~Deena Pedersen~~ Secretary
(Authorized Signature and Title)

Subscribed and sworn to before me this 13 day
of JANUARY, 2020. 2021

Deena Pedersen
Notary Public



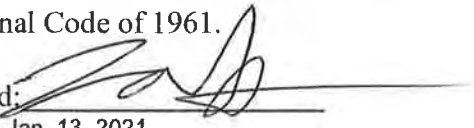
RETURN WITH BID

**CITY OF WOOD DALE
STREET SWEEPING**

BID CERTIFICATION FORM

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

I/we hereby certify that Lakeshore Recycling Systems LLC 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: Jan. 13, 2021
Title: Vice President, Portable Services & CleanSweep

**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: Brian Grosse DATE: 1/13/2021

FIRM NAME: Lakeshore Recycling Systems LLC, CleanSweep Division (SEAL)

ADDRESS: 6132 Oakton Street, Morton Grove, IL 60053

SIGNED BY:  January 13, 2021
(Signature and Date)
Vice President, Portable Services and CleanSweep
(Title)



ATTEST: , Marie Paff
(Secretary)

Subscribed and sworn to before me this 13th day of January, 2021 ~~2020~~
(Notary Public)



Deena Pedersen

RETURN WITH BID

**CITY OF WOOD DALE
STREET SWEEPING**

CERTIFICATION

Lakeshore Recycling Systems LLC, CleanSweep division (hereinafter referred to as “Contractor”) having submitted a bid/proposal for Street Sweeping Services to the City of Wood Dale, DuPage County, Illinois, for Street Sweeping Services, 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 13th day of January 2021 ~~2020~~.

Deena Pedersen
Notary Public



RETURN WITH BID

CITY OF WOOD DALE STREET SWEEPING

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: January 13, 2021

By: Brian Grosse
Authorized Agent of Contractor

RETURN WITH BID

CITY OF WOOD DALE STREET SWEEPING

CERTIFICATION

_____ Brian Grosse, being first duly sworn, deposes and states that he is _____ Vice President, Portable Services and CleanSweep of _____ (Partner, Officer, Owner, etc.)

_____ Lakeshore Recycling Systems LLC, CleanSweep division _____ (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: Lakeshore Recycling Systems LLC, CleanSweep division

Signed By:  _____, Brian Grosse

Title: Vice President, Portable Services and CleanSweep

Business Address: 6132 Oakton Street, Morton Grove, IL 60053

Business Phone Number: 773/584-4750

Insert Names of Corporate Officers

President: Alan T. Handley

Secretary: Marie Paff

Treasurer: Tom Martin

Attest: Jim Engineer

RETURN WITH BID

CITY OF WOOD DALE STREET SWEEPING

-REFERENCES-

Name of Bidding Firm: Lakeshore Recycling Systems, LLC, CleanSweep division
(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: Village of Downers Grove
Address: 5101 Walnut Avenue, Downers Grove, IL 60515
Phone: 630/327-4841
Contact Person: John Tucker, Streets Division Manager
Type of Work: Street sweeping services, 2013 to present

2. Company Name/Municipality: Village of Woodridge
Address: 5 Plaza Drive, Woodridge, IL 60517
Phone: 630/719-4757
Contact Person: Scott Sramek, Foreman, Public Works
Type of Work: Street sweeping services, 2005 to present

3. Company Name/Municipality: City of Crystal Lake
Address: 100 W. Woodstock Street, Crystal Lake, IL 60014
Phone: 815/356-3614
Contact Person: Scott Sramek, Streets Division Superintendent
Type of Work: Street sweeping services, 2019 to present



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cottingham & Butler Michael Saladino 800 Main St. Dubuque IA 52001	CONTACT NAME: PHONE (A/C, No, Ext): 563-587-5000 FAX (A/C, No): 563-583-7339 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED LRS Holdings, LLC Lakeshore Recycling Systems LLC Heartland Recycling, LLC 6132 Oakton Street Morton Grove IL 60053	LAKEREC-01	
	INSURER A: American Zurich Insurance Company 40142	
	INSURER B: Zurich American Insurance Company 16535	
	INSURER C: Landmark American Insurance Company 33138	
	INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1655251996 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO0111153-04	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP0111154-04	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			LHA092534	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N N/A	WC0111152-04 WC7550640-03	12/31/2020 12/31/2020	12/31/2021 12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Umbrella			LHA092534	12/31/2020	12/31/2021	Occ/Agg Limit \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Named Insureds: Hoving Clean Sweep, LLC and Hoving Pit Stop LLC, K Hoving Recycling & Disposal LLC, Dekalb County Recycling Systems, LLC, Badgerland Disposal, LLC DBA Royal Container Services.

Excess auto liability - Limit \$2,000,000 North American Capacity - Policy #ELX-0000544-01

The City of Wood Dale, its officials, agents, employees and volunteers are additional insured on the General Liability policy per written contract between the named insured and the certificate holder that requires such a status subject to the terms and conditions of the endorsement attached to the policy.

CERTIFICATE HOLDER City of Wood Dale 404 N. Wood Dale Road Wood Dale IL 60191	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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REQUEST FOR COMMITTEE ACTION

Referred to Committee: January 28, 2021
Subject: Road Program Change Order
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: Approval of Change Order No. 2 to the Professional Services Agreement between the City of Wood Dale and Baxter & Woodman for the FY 2022 Capital Road Program in an Amount Not to Exceed \$39,500

RECOMMENDATION:

Staff Recommends Approval of Change Order No. 2 to the Professional Services Agreement between the City of Wood Dale and Baxter & Woodman for the FY 2022 Capital Road Program in an Amount Not to Exceed \$39,500.

BACKGROUND:

The City previously entered into an agreement with Baxter & Woodman for design and construction engineering services relating to the FY 2021-2022 Capital Road Program. In response to a request by the City Council that staff take a more aggressive approach to the road resurfacing program a change order was requested to add two additional roads to the program for FY 2022. The additional roads selected are Walnut Avenue between Montrose and Sunnyside (resurfacing), and Elmwood Avenue between Montrose and Sunnyside (reconstruction). These roads were selected due to having a PASER rating of 3 "Poor" in the recent Street Sufficiency Study, as well as their proximity to the other roads already scheduled for resurfacing and coordination with other planned capital projects.

ANALYSIS:

The original contract value of \$120,970 included \$74,265 for FY 2022 for design and construction engineering services. Change Order No. 2 totals \$39,500 bringing the new total contract value for FY 2022 to \$113,765 and the overall total contract value to \$185,570 (including Change Order No. 1 for FY 2021 in the amount of \$25,100 previously approved by Council). Staff has budgeted \$200,022 for design and

construction engineering services for FY 2022 leaving the project \$86,257 under the budgeted amount.

DOCUMENTS ATTACHED

✓ Change Order No. 2

December 28, 2020

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

Subject: City of Wood Dale – FY21/22 Road Program – Amendment 2

Dear Alan:

Baxter & Woodman, Inc. is pleased to have the opportunity to submit an amendment to our Engineering Services Agreement dated February 7, 2020, to assist the City with additional tasks related to reconstructing Elmwood Avenue between Montrose Avenue and Sunnyside Avenue, and resurfacing Walnut Avenue between Montrose Avenue and Sunnyside Avenue.

PROJECT UNDERSTANDING:

Elmwood Avenue – The City would like to add this street segment to the FY21/22 street improvement program. The street was rated “3” or “poor” in the street sufficiency study. During an initial field review, it was determined that the existing curb is extremely flat in several locations. In order to repair the road and correct the drainage problems, the road will likely need to be reconstructed, including full replacement of the curb and gutter. Topographic survey and pavement cores will be collected to determine the appropriate reconstruction strategy and design. The estimated construction cost for Elmwood Avenue is \$230,000.00.

Walnut Avenue – The City would like to add this street segment to the FY21/22 street improvement program. The street was rated “3” or “poor” in the street sufficiency study. Because the street segment doesn’t have the same drainage issues as Elmwood Avenue, a conventional grind and overlay is likely appropriate for this street. Pavement cores will be collected to confirm this approach. The estimated construction cost for Walnut Avenue is \$75,000.00.

The purpose of this amendment is to complete topographic survey, pavement cores, engineering drawings, and provide construction engineering services for Elmwood Avenue and Walnut Avenue.

SCOPE OF SERVICES – AMENDMENT 2

1. *Field evaluation:* Perform a field evaluation of the condition of existing pavements, drainage structures, sidewalk ramps, and curb and gutter. Estimate quantities of pavement repair.
2. *Topographic Survey:* Perform topographic survey within the Elmwood Avenue project limits and at 50-foot intervals including driveways and cross streets. Cross section width shall be

taken 10 feet outside the estimated right-of-way. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.

- a) *Photos*: Collect photographs along the project route to assist with design drawings and exhibits.
 - b) *Structures*: Collect drainage structure condition, inverts, size, and flow direction.
 - c) *Terrain Model*: Download and develop digital terrain model for use in design and plan preparation.
 - d) *Right of Way*: Field-locate existing property corners and utilize available tax parcel information to establish an approximate right-of-way. No additional right-of-way or easements are anticipated.
3. *Pavement Cores*: Utilize Soil and Material Consultants to take up to four pavement cores of the surface and base material for determining the composition of the existing pavement material within the project limits. Complete pH testing of the base material to include in Form LPC-662. Provide analysis and recommendations in a soils report in accordance with IDOT guidelines.
 4. *Geometric and Drainage Design*: Develop the preferred improvement plan, profile, drainage improvements, and cross sections along Elmwood Avenue. Identify design constraints including clear zone, obstructions, drainage limitations, and potential design exceptions.
 5. *Final Plans and Bid Documents*: Develop summary of quantities, cost estimates, typical sections, design details, general notes, plan and profile drawings, cross sections, and special provisions for the additional streets and incorporate into the final bid documents for the FY21/22 street improvements.
 6. *Construction Services*: Provide a Resident Engineer on the additional street improvements to assist with interpreting the contract requirements, observing if the contractor's work is in conformance with the final design documents, monitoring the contractor's progress as related to the contract completion date, maintaining access to residences and pedestrians during the roadway improvements, tracking project costs and notifying staff of change orders, and coordinating material testing for HMA and concrete materials. Material testing costs are not included in this amendment.

PROJECT FEE

Our engineering fee for the above stated scope of services for Amendment 2 is based on our standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses



including travel, which totals to \$39,500.00, and increases the not to exceed contract value from \$146,070.00 to \$185,570. See below for a breakdown of the project fee for Amendment 2.

<u>Task</u>	<u>Fee</u>
Field Evaluation	\$1,425
Topographic Survey	\$3,280
Pavement Cores	\$1,900
Geometric and Drainage Design	\$4,040
Final Plans and Bid Documents	\$11,225
Construction Services	\$17,630
Total	\$39,500

The previous contract terms apply to this amendment. If you find this amendment acceptable, **please sign and return one copy for our files.**

We appreciate this opportunity to continue assisting the City with this Project. Please feel free to call me if you have any questions.

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

John V. Ambrose, P.E.
President/CEO

CITY OF WOOD DALE, IL

AUTHORIZED BY: _____

TITLE: _____

DATE: _____



FINANCE & ADMINISTRATION
COMMITTEE MINUTES
VIA ZOOM

Committee Date: January 14, 2021
Present: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski (8:00 p.m.),
E. Wesley and Woods
Absent: Ald. R. Wesley
Also Present: Mayor Pulice, Treasurer Porch, Clerk Curiale, City Manager
Mermuys, Police Chief Vesta, B. Wilson, A. Lange, E. Cage,
B. Garelli, N. Kace
Meeting Convened at: 7:30 p.m.

APPROVAL OF MINUTES:

Ald. Jakab made a motion, seconded by Ald. Sorrentino, to approve the minutes of the December 10, 2020 meeting as presented. 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:

CIP 2022 -2026

Brad Wilson reviewed the CIP FY2022-2026 starting with the Letter of Transmission which is a summary of what is in the Plan. Based upon comments from tonight's discussion, he will update the CIP accordingly and roll projects for 2022 into the Budget for discussion at February's budget meetings.

Elizabeth Drive Bridge over Salt Creek

The bridge costs are estimated from HR Green's review. They are looking into using MFT money for the City's share which would free up over a half a million dollars by 2024. A conversation with Ron Krall from HR Green confirmed this would be an eligible expense since it's an IDOT project. Ald. E. Wesley asked if the Forest Preserve was approached about a cost share for the bridge. Manager Mermuys stated they are in as a partner and are very excited about the project; however, their portion hasn't been determined yet since all specs and engineering are not done on the City's end yet.

Citywide Storm Water Master Plan

Robinson Engineer estimates \$7.5 million for the next phase which is predominantly the school field. A study is also being done on other stormwater projects in the city. Ald. Catalano recalled a study already being done on the south side of Ward 3 when Robinson was reviewing projects. Director Wilson confirmed the study for that area was done, but they are still working through some of the design elements.

Street Resurfacing and Sidewalk Replacement

This used to include several items like pavement striping, asphalt surface removal and replacement, etc. They tried to streamline all of that to get a better picture of the broad program. Mayor Pulice asked where the streets rated 1, 2 and 3 from the Street Efficiency Study would fit in. Director Lange stated that when results of that study were discussed, it was explained that when a street falls into the 4 to 6 range is the time to resurface them, and some reconstructions would be put in each year. Elmwood from Sunnyside to Montrose was added in this year, and staff is hoping to move forward with George Street along with Itasca. The plan is to continue the trend in years forward to address the lower rated streets. Mayor Pulice suggested in the future highlighting the ones being reconstructed versus resurfaced.

Wood Dale and Irving Park Safety Improvements

The project was substantially completed in November of 2016. This is just the close out of the intersection which is in a holding pattern until more information is received from IDOT.

Non Transportation Expenses by Category

Information Technology

This is to replace all city-wide office computers as the last time these were replaced was in FY2013, so they got 9 years out of that equipment.

Streetlight Installation

These are city streetlights that come in via petitions and vary from year to year and only one was done this year. There has not been a lot of activity in the past year and a half, but they still plug in \$30,000. Ald. Catalano inquired about the light on Irving and Prospect that is still off center. Director Lange has notified the contractor of this problem and will provide follow up. Mayor Pulice asked about lighting up other streets throughout the city that are very dark, and picking a street from each ward to light up every year. Ald. Jakab proposed including in the policy that lights can only be picked from a certain time frame, and once that date has passed each year, to allow the city to just select a location automatically.

Streetlight Installation along Irving Park

This project was programmed in this year, but was pushed off due to COVID. The numbers were increased from previous CIP's since they needed updating. These are for the black ornamental poles at the intersection and to replace any old wooden poles. Mayor Pulice asked if this project

covers all streetlights from the east end of town to the west end. Director Lange stated this is to replace aluminum poles from Pine to the Georgetown Shopping Center and that 49 will be replaced with black decorative ones, along with those around Addison Road and Wood Dale Rd. being updated with new led models.

Police Department Improvements

This was also pushed back due to the Pandemic. Ald. Jakab inquired about \$12,000 spent on design services. Chief Vesta explained that was for the original quote from an architect for consultation and design for any changes for the old Radio Room. That room is currently being used as an additional office space during COVID. Pre-COVID it was a lot of extra space not used at all. The department is completely full on female locker rooms and may need to move the roll call room to the former Dispatch Center, which is why someone is needed to assist with structural changes and what walls are load bearing.

Police Department HVAC Replacement

This project was also pushed back, so the system is now in worse shape than prior to being planned and needs to be done next year. Some preliminary cost estimates were already done.

Police Department Surveillance Cameras

These cameras were also in the CIP for this year and got pushed back to 2023 due to ERP and IT's work load. Ald. Jakab expressed concerns about getting these done sooner than later based on what has been going on in the city. He feels that the more cameras placed at the bridge, train station and other locations, the better for public safety. Ald. Messina suggested incorporating plate readers into this too as this is critical. He stated that while the city is relying on personal Ring doorbells, the city also needs to make its own investment for surveillance and suggested moving it up to fiscal 2022. Mayor Pulice suggested placing these in the unfunded expanded level pages of the Budget for discussion if it is the consensus of the Committee members. Chief Vesta stated that staff was looking to add some surveillance cameras at key points in town to allow for monitoring and playback. To do this for all entrances to the city, the cost is over \$100,000 for initial installation, but they could then keep adding on to the system. It was noted Elmhurst blanketed their entire town with these and spent about \$500,000 to \$600,000. Ald. Jakab stated that public safety is high on the Council's list with all that is going on in the world.

Manager Mermuys has discussed this with Mr. Kace, but if it is moved into 2022, that could increase the workload for IT. The \$40,000 is to do it internally; if it is moved up and outsourced it will cost more. Ald. Messina commented that if IT needs help, that request should be coming to budget for discussion during headcount requests. Manager Mermuys stated there have been many internal talks about this and agreed it is more of a budgetary item. Director Wilson stated that if some funding gets moved around, this could be advanced up as there is cash flow to do so. Mr. Kace explained he can't run modeling like that in the software. Extra staff and headcount is not what the city needs; they need specialized consulting that would require more technical expertise such as

someone who specializes in firewalls or security to take off some of that load. Ald. Messina asked about hiring a temp person. Mr. Kace said that typically someone is only needed for small amounts of time on smaller projects. He has a budget line item for professional Services that he would like to see increased at budget time. He noted the cost is also higher for someone more specialized.

Ald. Jakab made a motion, seconded by Ald. Messina to move \$40,000 into 2022. (It will return to Committee once all information is obtained). 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

Ald. E. Wesley made a motion, which was not seconded, to push back the Police Department projects to 2023. Motion failed.

Ald. E. Wesley made a motion, seconded by Ald. Woods, to have decorative streetlights on Irving Park moved back to 2023. A roll call vote was taken, with the following results:

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

Public Works Building

In the current CIP, this was programmed to all be done in one year which didn't make a whole lot of sense, so it was split into four years. Once design is done it could possibly be three years. Williams Architects is working on the conceptual design and will bring to Council. At that point, a better breakdown of costs should be available.

Façade Improvement Program

Mayor Pulice wants to ensure that any business that comes in with another really good project will have that project come to Council to add additional funds instead of just being turned down. Director Cage stated that his staff tries to work with applicants to get their applications done correctly.

Completion of Citywide ERP System

Everything is slated to go live by April, and there will be some residual costs that will roll into the next fiscal year. Per Mr. Kace, recurring maintenance will be about \$85,000 per year, depending on what is added. Total cost for this software project is about \$1.2 million. He provided a breakdown

of licensing costs, implementation services and consulting services, noting that he is looking at \$85,000 for reoccurring licensing every year and support and maintenance. They negotiated for no more than a 3% increase for the first five years.

O'Hare Noise

This is monies the city contributes to SOC and any extra consultants added for the Fly Quiet program. Mayor commented that at the SOC meeting this week, it was agreed to continue with JDA with a smaller contract, but the city will still end up putting in another \$5,000 at some point. Ald. Jakab inquired about the increase from \$15,000 to the \$25,000 amount for 2021. Director Wilson explained that not knowing what's coming with the JDA contract, \$10,000 to \$15,000 is the rolling cost, and with unknown studies he would want to give a padding for any other consultants that might come up.

Treatment Plant/Veteran's Memorial

This account was bumped up to account for some potential changes with the lighting and landscape.

Flood Property Buyouts

Funding for these buyouts would come from a combination of FEMA, IEMA and/or IDNR. The funding would be at 100%, which is significant for the City as historically the funding had been at 75%. Should funding not be available, the city would not move forward with the project.

Rear yard Drainage Program

The maximum is up to \$3,000 at the 50/50 cost share. Each project would be evaluated on its own merits and must meet program guidelines. Director Wilson noted this program has been pretty popular lately and working as designed so far. Director Lange stated the typical range paid is between \$1,500 and the full \$3,000, but the majority of projects use the full 3,000 reimbursement.

Metra Parking Lot

This is for decorative poles, updated signage in lots and replacement of narrow strips of grass with concrete. Mayor Pulice inquired about any potential issues with impervious surfaces. Director Lange assured him they will follow all City and county guidelines for Stormwater Ordinances as they do on all other City projects. Ald. Woods asked about trees, and was advised there are some declining trees that may need replacing, but they'll look to do that this year or with the parking lot resurfacing. Ald. Jakab suggested that since no one is using the station due to COVID restrictions, that the City consider switching the 400 and do the lot now with no one using it. This will be revisited at a Council meeting.

Senior Grass Cutting Program:

This amount was a result of a recent Committee meeting discussion.

Irving Park Rd. Land Acquisition

Itasca Bank allowed the City to defer the payment of the principal for a while but it is now time to pay that down. Monies used from any sold properties would be used for this, however, the City hasn't sold any as of today. This is subject to change.

Water and Sewer

The first few years are general maintenance for both plants, but the South Treatment Plant needs a more comprehensive rehab. Director Lange and Assistant Director Garelli advised they can make it last a few more years with some minor care. Initially the City was doing a syncing fund to put money aside for this, but with the I & I work being done in Ward 4, all that money that was to be set aside for south plant would look at a similar methodology as the North Plant. Although North Plant is in pretty good shape, some money here is for any unforeseen costs that could arise. Mayor Pulice asked if sledge is now part of normal maintenance on this plant. Brett Garelli explained there are aeration plates and the grit builds up during dry periods; when there is a big storm it flushes out, and ebbs and flows and goes in and gets flushed out. It doesn't cause any issues unless construction is going to be done. Before his time, there was a no bid item for it, but it's a natural process for the grit to go in and out. Ald. Woods recalled an issue where the old design didn't do this process. Director Lange explained the new tanks at North Plant use a more efficient model than the previous plant, so it's not nearly as much of a concern as it was in the past. Mayor Pulice stated that when this issue was first discovered, the director at that time told him it was a funding issue. He recalled telling him if things need to be taken care of, he would be supportive

Lift Station Rehabilitation Program

The Royal Oaks station was just completed and they are taking a year off to start design on the Ash lift station and then Orchard and Pine. These estimates are based on cost of Royal Oaks.

Water Distribution Master Plan

Mr. Wilson explained the concept behind this is to do it like the Street Sufficiency study and analyze the entire system and look for opportunities for improvement. It would take into account what an impact a project next to City Hall could have and putting big boxes and other redevelopment in the TIF area. A lot of these amounts are just placeholders until the Water System analysis is done. That will drive and dictate future years.

Infrastructure Tap-on Program

This reimburses residents for a one-time for reimbursement to tap on for water/sewer. A few requests are received every year, but there are less and less properties who do this.

I & I Program

In previous years it was \$350 to \$400,000. Director Lange explained that when they got into the Ward 4 study it was in worse shape than anticipated. There are 7 areas in total and 4 completed to date. Staff is currently working on televising a residential area of Ward 4.

Unfunded Projects

Pine Lane Extension

This is on Pine between Arbor and Dunlay. There are lots on the west side of pine that could in theory be developed if there were a street there, but there is not currently. Discussion ensued about potential new development in this area and costs involved. Director Cage stated that if the city moves forward with the road it will spur the development and lead to annexations.

Intersection of Oak Meadows and Edgewood

This is for some additional parking along Oak Meadows. Chief Vesta has been looking at this for quite some time and met with an engineer. They are trying to find a spot on Oak Meadows where some of those homes that are part of Wood Dale struggle to find parking. The engineer made a recommendation for no parking within certain number of feet of the intersection. Staff worked with Robinson to review an area a little further east to add 3 to 4 spots with an estimated cost up to \$40,000. They do not want overnight parking, but spots for guests during the day. Much of the area to be paved would be city property, but they would need to coordinate with county since it's adjacent to their roadway. Ald. Catalano asked about having the county do a cost share. Chief Vesta has not approached them yet, but if it is put into the budget he will reach out and ask for assistance. Director Lange stated that from a construction standpoint, he sees no issue with completing this in 2021, but getting the township or county to participate would be a longshot.

Ald. Jakab made a motion, seconded by Ald. E. Wesley, to put this \$40,000 into 2022 and find out if the county is interested in assisting. A roll call vote was taken, with the following results:

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

Community Park at Town Center

This has been out there for a while; at this point staff needs to see what happens next to City Hall and needs the Public Works facility on Center to be vacated, so it's out there but he does not foresee anything happening soon. He mainly just wants to keep it on the radar for when a few other things happen.

Bike Path Resurfacing

This is the path that connects to the bridge over Irving Park. Public Works did some patching for grade deterioration as needed. Staff is seeking out grants for this, but if any area is dangerous it is being taken care of by Public Works for now. Director Lange clarified the resurfacing would be any part of that path that winds through Wood Dale.



Decorative Street Lights

These would be similar to those on Wood Dale Rd. Staff has identified three different phases of that. A few were pushed back into unfunded. Ald. Woods feels the City will be in a better position next year to move them with greater certainty economically than could be done now. Director Wilson provided estimated costs.

Deerpath and Route 83 Sanitary Sewer Loop

This is just informational so there are some numbers to go with it.

FINAL VOTE:

Ald. Susmarski made a motion, seconded by Ald. E. Wesley, to approve the Capital Improvement Plan 2022-2026 as amended. 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:

- Water Fund update from Finance (Mayor Pulice request)

ADJOURNMENT:

Ald. E. Wesley made a motion to adjourn, seconded by Ald. Catalano, which was approved unanimously on a roll call vote at 10:04 p.m.

Minutes taken by Eileen Schultz



REQUEST FOR COMMITTEE ACTION

Referred to Committee: January 28, 2021
Subject: IMRF ERI
Staff Contact: Brad Wilson, Finance Director
Department: Finance

TITLE: IMRF ERI (Early Retirement Incentive)

RECOMMENDATION:

Provide direction to staff whether or not to proceed with offering the IMRF ERI.

BACKGROUND:

The City has previously done an ERI back in the mid-2000's. The topic comes up occasionally, and at this time, it made sense to take a harder look it.

ANALYSIS:

Based upon an analysis ran by IMRF, the City has approximately 15 members that would be eligible to possibly take advantage of the ERI. Staff does not expect everyone to take it, but that is the maximum exposure we would be facing.

Using what we would expect to see, staff is projecting that City would see some cost savings by offering the ERI. Projected savings to the General Fund is estimated at \$72K, savings to the Water/Sewer Fund is estimated at \$63K for a total estimated savings overall of approximately \$135K. It should be noted however that the final numbers would not be known until it is offered and a final listing of employee selections have been made.

Representative(s) from IMRF will be in attendance to do a presentation and answer your questions. Below are some high level highlights of the program. Please note, this program has nothing to do with health care, simply their pension.

Some highlights of the ERI are:

- The IMRF Early Retirement Incentive (ERI) is a permanent part of the IMRF benefit program.
- It is a tool eligible IMRF employers can use, if and when they need it, to save fringe benefits and payroll costs by providing an incentive for long-term members to retire. Employers are encouraged to either:

(i) Replace no more than 80% of members electing to retire under the program, or

(ii) Reduce replacement staff salaries to no more than 80% of current salary levels.

- Eligible members can purchase between one month and five years of age and service credit for the purpose of determining retirement benefits.
- The legislation provides flexibility for employers by allowing the employer to determine the timing of member terminations. Members may terminate up to a year from the effective date of the employer's ERI program.
- If an employer adopts the program, the ERI applies to all IMRF members, including elected officials participating in IMRF.

Incentive for members to retire early

Tier 1

- Without the ERI, Regular Tier 1 members can retire at age 55. With ERI, they can retire at age 50 provided they have 20 years of service credit before adding the incentive.
- Without the ERI, Regular Tier 1 members receive reduced benefits if they are less than age 60 with less than 35 years of service credit when they retire. Under ERI, Regular Tier 1 members age 55 to 60 can avoid the reduction by purchasing sufficient service/age to reach age 60 or 35 years.

DOCUMENTS ATTACHED

✓ None



REQUEST FOR COMMITTEE ACTION

Referred to Committee: January 28, 2021
Subject: Water/Sewer Rates
Staff Contact: Brad Wilson, Finance Director
Department: Finance

TITLE: Water/Sewer Rates

RECOMMENDATION:

Provide staff direction related to changes to the water/sewer rates.

BACKGROUND:

In the early 2000s, with an aging infrastructure that had been neglected for many years, the City embarked on a plan to bring the treatment plant up to modern standards as well as adopt a maintenance plan for critical infrastructure. Since the early 2010's, the City was aware that it was going to have to increase the water/sewer rates to cover the debt service payments for the treatment plant, and to maintain capital spending at a level sufficient to properly sustain the system. In short, the rate increases that have been approved since that time have not been enough to cover all of those costs. Notably, increases were not raised to the recommended amount, fixed fees were not instituted soon enough, and water consumption has gone down. Here is the recent water/sewer rate increase history.

Date	Increase	Type	Reason	Need	Note
January, 2013	\$0.59	Water variable	DWC		Keep pace
January, 2014	\$0.65	Water variable	DWC		Keep pace
January, 2015	\$1.22	Water variable	DWC (72 cents) City (50 cents)		Keep pace
January, 2016	\$1.00	Sewer variable	City	\$3.00 var.	Less than need
January, 2017	\$1.00	Water variable	City	\$2.00 var.	Less than need

January, 2018	\$5.00	Sewer fixed	City	\$1.75 var. or \$11.62 fixed	Less than need
January, 2019	No increase				Less than need
January, 2020	\$2 fix – water \$2 var – sewer \$7 fix – sewer		City	20% overall	Less than need

ANALYSIS:

Below is a summary of the system revenues generated for the past 8 fiscal years.

The rates presented show the variable rate first, then then fixed rate

Fiscal Year	Water Rate	Revenue	Sewer Rates	Revenue	Total Revenue	Consumption
2013	\$8.06/\$3.06	\$2,910,038	\$6.62/\$3.06	\$3,073,122	\$5,983,160	454,625,000
2014	\$8.71/\$3.06	\$3,320,448	\$6.62/\$3.06	\$3,092,762	\$6,413,210	440,810,000
2015	\$9.93/\$3.06	\$3,483,017	\$6.62/\$3.06	\$3,116,529	\$6,599,546	416,472,000
2016	\$9.93/\$3.06	\$3,758,761	\$7.62/\$3.06	\$3,218,055	\$6,976,816	396,627,000
2017	\$10.93/\$3.06	\$3,668,379	\$7.62/\$3.06	\$3,384,854	\$7,053,233	386,031,000
2018	\$10.93/\$3.06	\$3,916,348	\$7.62/\$8.06	\$3,409,628	\$7,325,976	386,581,000
2019	\$10.93/\$3.06	\$3,722,849	\$7.62/\$8.06	\$3,517,413	\$7,240,262	385,278,000
2020	\$10.93/\$5.06	\$3,733,922	\$9.62/\$15.06	\$3,841,342	\$7,575,264	386,311,000

For the rate conversation this year, we are taking a slightly different approach. Staff has identified 3 scenarios (described below) and we will be walking through them with the assistance of a representative from “Waterworth”. This is the software that staff utilized last year in developing the rates, and we have been able to dive deeper into the rate structure(s) this year by developing a separate water model and sewer model.

Legally, the water and sewer system is a combined system and therefore share the revenues of the entire system. However, staff has long suspected that there is an imbalance in the rates. In developing the different rate models it became very obvious that this indeed the case, and the water rates are subsidizing the sewer rates. That being said, the bulk of the conversation about the rates will focus in the sewer rates.

The below scenarios will be discussed and explained during the meeting.

Water Scenario – The current rates are sufficient to cover the water system expenses and at this point is subsidizing the sewer rates.

Sewer Scenario 1 – This scenario is based upon keeping expense levels the same, and basing the rate setting decisions strictly on increasing the rates.

Sewer Scenario 2 – This scenario is based upon keeping expense levels the same, increasing the rates, however includes a small amount of borrowing (debt) to offset some of the higher project costs in the short-term.

Sewer Scenario 3 – This scenario is based upon some reduced expenses on the capital side, reallocating some of the CIP monies to cover the capital, and more modest rate increases.

Perhaps the most exciting portion of the evening will be the Real-time updates – We will have the ability to do some real-time modeling to show the effects of a decision on the model.

The rates need to go up regardless of methodology; however, each scenario has its pros and cons.

DOCUMENTS ATTACHED

✓ None



REQUEST FOR COMMITTEE ACTION

Referred to Committee: January 28, 2021
Subject: Updated Fees – CD and Water/Sewer
Staff Contact: Brad Wilson, Finance Director
Department: Finance

TITLE: Updated Fees – CD and Water/Sewer

RECOMMENDATION:

Provide direction regarding the revised fee schedules. Based upon that direction, staff will draft the appropriate documents to update the Master Fee Schedule accordingly.

BACKGROUND:

Each year (at a minimum) staff is reviewing the Master Fee Schedule to ensure it is current and in-line with current pricing, trends, etc. Staff also takes into account feedback from the fee payers and the overall fairness of the fees in certain cases.

Based upon that, staff has prepared the attached proposed updates to certain fees.

ANALYSIS:

Attached is Chapter 7 (water and sewer), Chapter 12 Building and Chapter 12 per Square Foot costs updates. For the Square Foot costs, the first attachment (from the Master Fee Schedule) is the current fees; the second attachment is the proposed new fees.

In each case, the fee or description being changed is in **red**, while those items staying the same is in black. The notation on the far right side in red is a note about what was changed, and in some cases why.

DOCUMENTS ATTACHED

- ✓ Master Fee Schedule Changes Chapter 7
- ✓ Master Fee Schedule Changes Chapter 12 – Building
- ✓ Master Fee Schedule Chapter 12 – Square Foot costs (current)
- ✓ 2019 Square Foot costs (proposed new fees)

City of Wood Dale
Master Fee Schedule, Chapter 7

Fee Type	Authorizing Code Section	Fee/Fine Amount	Bond/Security	Other Fee/Insurance
Water Impact Fees				
Single Family Detached	7.202.C	\$600.00		
Single Family Attached		\$450.00 per unit		
Townhomes/Condos Individual Exterior Entrance		\$350.00 per unit		
Townhomes/Condos Interior Common Hallway		\$250.00 per unit		
Apartments		\$450.00 per unit		
Commercial/Industrial		\$500.00 per PE plus \$0.25/square foot		
Reinstatement of Services				
First Reinstatement	7.204.C	\$100.00		
Second Reinstatement		\$200.00		
Third Reinstatement		\$300.00		
Fourth or More Reinstatements		\$500.00		
Water Connections				
Residential	7.304.C.1	\$1,000.00		
Non-Residential	7.304.D	\$2,500.00		
Water Meters	7.305.B	See table below		
Meter Test Fees	7.305.F	\$50.00		
Water Service Line Inspection Fees	7.306.C	\$25.00/\$50.00		
Lawn and Garden Sprinkling	7.307.B.3.b	\$15.00		
Special Permit – Sprinkling	7.307.B.3.c	\$15.00		
Construction Water - Residential	7.307.F	\$50.00		
Water Billing				
Deposit for Services	7.202.B.1	\$150.00		
Variable Billing Rate	7.308.A	\$10.93 per 1,000 gallons or portion thereof		
Fixed Billing Rate		\$5.06 per month		

Added fee for New Single Family/
townhouses

City of Wood Dale
Master Fee Schedule, Chapter 7

Fee Type	Authorizing Code Section	Fee/Fine Amount	Bond/Security	Other Fee/Insurance	
Rate Reduction (Senior/Widow(er)/Disabled/ Veteran Discount)	7.308.D	\$10.93 per 1,000 gallons or portion thereof		First 2,500 gallons at no cost; billing begins at gallon 2,501	
Prohibited acts	7.309	\$20.00 – \$100.00			
Sewer Connections					
Residential	7.813.A.1	\$1,000.00			
Non-Residential	7.813.A.2	\$2,500.00			
Inspection Fees					
Initial Inspection					
Residential (Dwelling Units)	7.815.A	\$80.00		Increase \$5.00, from \$75 to match building inspection fees lowered from \$112.50 to have consistent rate and added time/# staff	
Non Residential		\$80 per 1/2 hour/ per person			
Additional Inspection (Off Hours)		\$160.00			Increase from \$150, 2x of regular rate of \$80 (up from \$75)
Re-inspection for Deficient Work					
Residential	7.815.A	\$80.00		Increase \$5.00, from \$75 to match building inspection fees lowered from \$112.50 to have consistent rate and added time/# staff	
Non-Residential		\$80 per 1/2 hour/ per person			
Additional Inspection (Off Hours)		\$160.00			Added to be consistent with Initial Inspection fees
Inspection Fees					
Monitoring Facilities	7.815.A	\$80.00		Increased from \$75 to be consistent with other fees	
Additional Structures		\$80.00			Increased from \$75 to be consistent with other fees
Grease Interceptor and Traps		\$80.00			Increased from \$75 to be consistent with other fees
Failure to properly barricade	7.815.A	\$100.00			
Excavation Permit fee	7.815.A	\$100.00			
No permit obtained prior to digging	7.815.A	\$150.00			
FSE Waiver	7.815.A	\$200.00			

City of Wood Dale
Master Fee Schedule, Chapter 7

Fee Type	Authorizing Code Section	Fee/Fine Amount	Bond/Security	Other Fee/Insurance
Sewer Use Basic Rate	7.821.A (variable)	\$9.62 per 1,000 gallons or portion thereof		
Sewer Use Basic Rate	7.821.A (fixed)	\$15.06 per month		
Rate Reduction - Sewer Only (Senior/Widow(er)/Disabled/Veteran Discount)	7.821.B	\$48.73		First 2,500 gallons at no cost; would only be billed for the equivalent of 3,500 gallons
User Charge - NonMetered				
Residential (Dwelling Units)				
Single Unit	7.821.B.1	\$72.78		
Two Unit		\$145.56		
Three Unit		\$218.34		
Four Unit		\$291.12		
User Charge – Outside City				
Residential (Dwelling Units)				
Single Unit	7.821.B.2	\$72.78		
Two Unit		\$145.56		
Three Unit		\$218.34		
Four Unit		\$291.12		
Surcharges				
Restaurants	7.822	60% above base rate		
Commercial/Industrial		55% above base rate		
Pretreatment Fees	7.831	\$200 per month		
Wastewater Pretreatment Permit				
Application	7.832	\$500.00/outfall		
Renewal		\$250.00/outfall		
Revision		\$250.00/revision		
Miscellaneous Fees	7.841	\$50 per hour		
Recovery - Cost Incurred	7.842	\$100 per hour and items at cost		

Will be updated accordingly based upon rate conversation

City of Wood Dale
Master Fee Schedule, Chapter 7

Fee Type	Authorizing Code Section	Fee/Fine Amount	Bond/Security	Other Fee/Insurance
Sewer Extension and Connection Permits	7.951.A	1 st notice - issuance of warning		
		2 nd notice - \$250		
		Cost per day PE each day after 2 nd notice deadline - \$100		
City Reports or Notifications	7.951.B	1 st offense – issuance of warning		
		2 nd recurring offense - \$100 or \$250 and \$50 per day		
		3 rd offense - \$500 and \$100 per day		
Reports or Notifications Required by Significant or Categorical Industrial Users	7.951.C	1 st offense – issuance of warning		
		2 nd recurring offense - \$500 or \$250 and \$100 per day		
		3 rd offense - \$1,000 and \$200 per day		
Ownership Notification Specific to Entities with Wastewater Discharge Permits	7.951.D	Lack of notification on change of an individual permit - \$1,000		
		Lack of notification on change of a general permit - \$5000		

City of Wood Dale
Master Fee Schedule, Chapter 7

Fee Type	Authorizing Code Section	Fee/Fine Amount	Bond/Security	Other Fee/Insurance
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7.305.B

Water Meter Size	Badger Meter & Reading Device	Turbo Meter & Reading Device	Compound Meter & Reading Device	Mag Meter & Reading Device	E-Series Meter
3/4 Inch	\$313.00	N/A	N/A	N/A	N/A
1 Inch	\$417.00	N/A	N/A	N/A	N/A
1 ½ Inch	\$700.00	\$1,075.00	N/A	N/A	N/A
2 inch	\$947.00	\$1,218.00	\$2,642.00	\$3,372.00	N/A
3 Inch	N/A	\$1,546.00	\$3,146.00	\$3,618.00	\$2,901.00
4 Inch	N/A	N/A	\$4,864.00	\$3,733.00	\$3,932.00
6 inch	N/A	N/A	N/A	\$4,771.00	N/A
8 Inch	N/A	N/A	N/A	\$5,177.00	N/A
10 Inch	N/A	N/A	N/A	quote as needed	N/A
12 inch	N/A	N/A	N/A	quote as needed	N/A

Update meter fees per chart
Chart reflects new pricing

All new water meter installations 2" and above are to be a Mag or E-Series Meter

City of Wood Dale
Master Fee Schedule, Chapter 12

Permit Type	Non-Refundable Deposit	Permit Fee	Construction Management Bond	Other Typical Fee/Security	Comment - Reason - Thoughts as to why
The non-refundable deposit, where required, will be applied to the permit fee upon permit issuance. It is the applicant's/permittee's responsibility to pay all fees assessed by the City in connection with permits (per Sec. 12.505.E), including all fees assessed by a City consultant in providing review and inspection services for the following request(s) and/or requirement(s):					
Residential (International Residential Code)					
New Single Family Dwelling (includes Certificate of Occupancy & Fire District Fees)	\$1,000.00	Area x Square Foot (SF) construction cost x 0.014 (minimum \$300.00)	\$5,000.00	Stormwater Management Permit Fees & Stormwater and/or Public Improvement LOC (Chapter 17); Utility Connection Fees & Inspections (Chapter 7); DuPage County Transportation Impact Fee	
Residential Addition > = 500 SF (includes Certificate of Occupancy & Fire District Fees as applicable)	\$300.00	Area x Square Foot (SF) construction cost x 0.014 (minimum \$300.00)	\$5,000.00	Stormwater Management Permit Fees & Stormwater and/or Public Improvement LOC (Chapter 17); Utility Connection Fees & Inspections (Chapter 7); DuPage County Transportation Impact Fee	Updated description to only larger additions 500 sf or greater
Residential Addition < 500 SF (includes Certificate of Occupancy & Fire District Fees as applicable)	\$300.00	Area x Square Foot (SF) construction cost x 0.014 (minimum \$300.00)	\$1,000.00	Stormwater Management Permit Fees & Stormwater and/or Public Improvement LOC (Chapter 17); Utility Connection Fees & Inspections (Chapter 7);	Added a new fee for smaller additions with a reduced construction bond
Porch or Unconditioned Sunroom	\$80.00	Area x Square Foot (SF) construction cost x 0.014 (minimum \$150.00)	\$1,000.00 if installing concrete slab	Stormwater Management Permit Fees & Stormwater and/or Public Improvement LOC (Chapter 17)	Added fee for open air porches and non-heated sunrooms
Interior Residential Remodel (includes newly built-out, or remodeled areas that include layout or wall changes)	\$80.00	Area x Square Foot (SF) construction cost x 0.012 (minimum \$150.00)	\$1,000.00 if utility work is in ROW, if not \$0	Utility Connection Fees & Inspections (Chapter 7)	Reduced deposit, and reduced bonds from \$5,000 and clarified need for a bond
Interior update of kitchen or bath fixtures with same layout; no wall changes	\$80.00	\$150.00			Added set fee for smaller updating of kitchens and baths.

City of Wood Dale
Master Fee Schedule, Chapter 12

Permit Type	Non-Refundable Deposit	Permit Fee	Construction Management Bond	Other Typical Fee/Security	Comment - Reason - Thoughts as to why
General					
Electrical Service Upgrade - Residential	\$80.00	\$150.00			added deposit
Electrical Service Upgrade - Commercial	\$80.00	\$300.00			
Elevator, including lift and other similar work - altered or new		\$150.00		Elevator Consultant Fees (billed direct)	Increased from \$80 fee to cover administrative costs
Generator - Residential	\$80.00	\$120.00			Added new fee removed from Misc electrical
Generator - Commercial	\$80.00	\$240.00			Added new fee removed from Misc electrical
Solar Panels	\$80.00	\$300.00			Added new fee removed from Misc electrical
Lawn Irrigation System - Residential	\$80.00	\$120.00		License agreement for encroachment in ROW; Engineering Consultant Fees, as applicable	Changed to residential fee only
Lawn Irrigation System - Commercial	\$80.00	\$240.00		License agreement for encroachment in ROW; Engineering Consultant Fees, as applicable	Added a new fee for larger commercial projects
Remove and Replace Windows/Patio Doors (no change in size)		\$120.00			
Roofing (remove and replace) and Siding Replacement (same for same) - Residential		\$120.00			
Roofing (remove and replace) and Siding Replacement (same for same) - Commercial	\$80.00	\$300.00			Increased fee from \$240 for larger commercial projects

City of Wood Dale
Master Fee Schedule, Chapter 12

Permit Type	Non-Refundable Deposit	Permit Fee	Construction Management Bond	Other Typical Fee/Security	Comment - Reason - Thoughts as to why
General (Cont.)					
Temporary Structure	\$80.00	\$150.00		Electrical Permit Fees, as applicable	
Temporary Electrical or Mechanical	\$80.00	\$150.00			added fee
Other Work Requiring a Permit if Value of Work is < \$10,000 (interior drain tile, minor structural modifications [push piers], door/window size change, exterior cladding material change, masonry work, or similar)	\$80.00	\$150.00			Updated description removed electrical
Other Work Requiring a Permit if Value of Work is \$10,000 or Greater (interior drain tile, minor structural modifications [push piers], door/window size change, exterior cladding material change, masonry work, or similar)	\$80.00	\$300.00			Updated description removed electrical
Accessory Structure					
Deck/Pergola/Gazebo/Shed	\$80.00	\$150.00		Stormwater Management Permit Fees (Chapter 17), as applicable	Updated description added deposit
Detached Garage (includes electrical work)	\$80.00	\$300.00	\$1,000.00 if new or expanded area is > 500 SF	Stormwater Management Permit Fees (Chapter 17), as applicable	reduced bonds from \$5,000
Fence		\$80.00			
Pool - Above Ground/Hot Tub/Spa (includes electrical work)	\$80.00	\$120.00		Stormwater Management Permit Fees (Chapter 17), as applicable	add review deposit
Pool - In ground (includes electrical and mechanical work)	\$80.00	\$500.00	\$1,000.00		Increased fee from \$300 and reduced bonds from \$5,000
Pool - Public or Commercial use (including multi-family)	\$300.00	\$800.00	\$1,000.00	Stormwater Management Permit Fees (Chapter 17), as applicable	Added fee for larger, public pools
Shed		\$150.00			moved to deck description

City of Wood Dale
Master Fee Schedule, Chapter 12

Permit Type	Non-Refundable Deposit	Permit Fee	Construction Management Bond	Other Typical Fee/Security	Comment - Reason - Thoughts as to why
Demolition					
Demolition Minor (Structure less than 500 SF, Removal of Equipment, Commercial Interior Only Demolition)	\$80.00	\$250.00	\$1,000.00 if utility work is in ROW, if not \$0		reduced bonds from \$5,000, and clarified need for a bond
Demolition Major (Structure 500 SF or Greater)	\$80.00	\$500.00	\$5,000.00	Stormwater Management Permit Fees (Chapter 17), as applicable	
Electrical					
Electrical -Residential (New installation of residential devices and low voltage)		\$80.00			Updated description
Electrical - Commercial (Installation of New or Replacement of existing electrical and low voltage systems including exit lighting, security systems, cabling, cell tower equipment, fuel pumps and similar)	\$80.00	\$300.00 per system/unit		Engineering Consultant Fees (Escrow), as applicable	Updated description
HVAC					
HVAC Minor (Replacement of Existing Residential Systems Including Furnace, A/C Condenser Unit, Venting, etc.)		\$80.00			
HVAC Major (Installation of New Residential Systems, Installation of New or Replacement of Commercial Systems Including Furnace, Boiler, Heat Pump, A/C Condensing Unit, Refrigeration System, etc.)	\$80.00	\$300.00 per system/unit		Engineering Consultant Fees (Escrow), as applicable	

City of Wood Dale
Master Fee Schedule, Chapter 12

Permit Type	Non-Refundable Deposit	Permit Fee	Construction Management Bond	Other Typical Fee/Security	Comment - Reason - Thoughts as to why
Plumbing					
Plumbing Minor (Replacement of Residential Water Heater, Water Softener, Minor Piping Repairs, etc.)		\$80.00			
Plumbing Major (Installation of New Residential Fixtures; New or Replacement of Commercial Fixtures including Water Heater, Water Softener, Triple Basin, Grease Interceptor, RPZ Device, etc.)	\$80.00	\$300.00 per system/unit		Engineering Consultant Fees (Escrow), as applicable	
Commercial - Office, Commercial, Industrial, Multi-Family, Recreational, Assembly (International Building Code)					
New Office, Commercial, Industrial, Institutional, Multi-Family, Recreational/Assembly Structure (includes Certificate of Occupancy and Fire District Fees)	\$3,000.00	Area x Square Foot (SF) construction cost x 0.008	\$5,000.00	Stormwater Management Permit Fees & Stormwater and/or Public Improvement LOC (Chapter 17); Utility Connection Fees & Inspections (Chapter 7); DuPage County Transportation Impact Fee	
Commercial Addition (includes Certificate of Occupancy and Fire District Fees, as applicable)	\$1,000.00	Area x Square Foot (SF) construction cost x 0.006 (minimum \$1,000.00)	\$5,000.00	Stormwater Management Permit Fees & Stormwater and/or Public Improvement LOC (Chapter 17); Utility Connection Fees & Inspections (Chapter 7); DuPage County Transportation Impact Fee	
Commercial Interior Remodel (includes Fire District Fees, as applicable)	\$300.00	Area x Square Foot (SF) construction cost x 0.004 (minimum \$500.00)	\$1,000.00 if utility work is in ROW, if not \$0	Utility Connection Fees & Inspections (Chapter 7)	reduce bond from \$5,000, and clarified need for a bond, and reduce review deposit from \$1,000
Commercial Interior Systems (Racking, Conveyor, Cubicles) (includes Fire District Fees)	\$80.00	\$150.00			
New Cell Tower	\$300.00	\$1,000.00	\$5,000.00	Applicable Outside Consultant Fees	
Spray Booth (includes Fire District Fees)	\$150.00	\$500.00			
Replacement of Existing Fuel Pump		\$80.00/unit			moved to Electrical - Commercial fee description and eliminated the separate fee

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Permit Type	Non-Refundable Deposit	Permit Fee	Construction Management Bond	Other Typical Fee/Security	Comment - Reason - Thoughts as to why
Fire System (includes Fire District Fee)					
Fire Alarm	\$80.00	\$200.00			
Sprinkler System: New	\$80.00	\$300.00		With Fire Pump, Add \$100.00	
Sprinkler System: Replacement or Alteration (up to 20 heads)	\$80.00	\$150.00			
Hood and Duct or other Special System	\$80.00	\$200.00			
Storage Tank Installation/Removal	\$80.00	\$200.00/tank			
Site Improvement					
Site Development Minor (Landscaping; Tree Removal; Culvert; Remove and Replace Retaining Wall < 3-feet high; Other Site Improvements with a Disturbed Area < 2,500 SF)	\$80.00	\$150.00			<u>increase</u> fee from \$80, and added deposit
Site Development Major (Improvements in a Special Management Area [Floodplain, Wetland, BMP, etc.]; Retaining Wall 3-foot High or Greater; Sports Court; Residential Outdoor Kitchen ; Other Improvements with a Disturbed Area of 2,500 SF or greater)	\$80.00	\$300.00	\$5,000.00	Stormwater Management Permit Fees & Stormwater and/or Public Improvement LOC (Chapter 17); Utility Connection Fees & Inspections (Chapter 7)	<u>increase</u> fee from \$150 updated description

City of Wood Dale
Master Fee Schedule, Chapter 12

Permit Type	Non-Refundable Deposit	Permit Fee	Construction Management Bond	Other Typical Fee/Security	Comment - Reason - Thoughts as to why
Residential - Flatwork Minor (Remove and Replace in Same Location [Excluding Permeable Surfacing]: Driveway, Patio, Sidewalk, Steps, Stoop, Curb, Apron, Parking Lot, etc.)		\$80.00			
Residential - Flatwork Major (New and Expanded Impervious Surfacing: Driveway, Patio, Sidewalk, Steps, Stoop, Curb, Apron, Parking Lot, etc.; All Permeable Surfacing)	\$80.00	\$150.00	\$1,000.00 if new or expanded area is > 500 SF	Stormwater Management Permit Fees & Stormwater LOC (Chapter 17)	updated to 500 sf, up from 400 sf
Commercial - Flatwork Minor (Remove and Replace in Same Location [Excluding Permeable Surfacing]: Driveway, Sidewalk, Steps, Curb, Apron, Parking Lot, etc.)	\$80.00	\$300.00	\$1,000.00 if new or expanded area is > 500 SF	Stormwater Management Permit Fees & Stormwater LOC (Chapter 17)	updated to 500 sf, up from 400 sf
Commercial - Flatwork Major (New and Expanded Impervious Surfacing: Driveway, Sidewalk, Steps, Curb, Apron, Parking Lot, etc.; All Permeable Surfacing)	\$80.00	\$500.00	\$1,000.00	Stormwater Management Permit Fees & Stormwater LOC (Chapter 17)	reduced bonds from \$5,000
Utility Work					
Utility Minor (Repairs to Water, Sanitary Sewer [clean-outs], Storm Sewer)		\$80.00	\$1,000.00 if utility work is in ROW, if not \$0	Inspection Fees (Chapter 7)	clarified need for a bond
Utility Major (New Connection, Relocation and Upgrade for Water, Sanitary Sewer, Storm Sewer)	\$80.00	\$150.00	\$1,000.00 if utility work is in ROW, if not \$0	Applicable Utility Connection Fees & Inspections (Chapter 7)	reduced bonds from \$5,000, and clarified need for a bond

City of Wood Dale
Master Fee Schedule, Chapter 12

Square Foot Construction Costs ^{a, b, c}

Group (2012 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	\$239.41	\$231.54	\$226.03	\$216.67	\$203.74	\$197.86	\$209.82	\$186.11	\$179.13
A-1 Assembly, theaters, without stage	\$219.07	\$211.20	\$205.68	\$196.33	\$183.65	\$177.76	\$189.48	\$166.01	\$159.03
A-2 Assembly, nightclubs	\$188.23	\$182.77	\$178.14	\$170.93	\$161.13	\$156.68	\$164.92	\$145.88	\$140.94
A-2 Assembly, restaurants, bars, banquet halls	\$187.23	\$181.77	\$176.14	\$169.93	\$159.13	\$155.68	\$163.92	\$143.88	\$139.94
A-3 Assembly, churches	\$220.05	\$212.18	\$206.66	\$197.31	\$185.99	\$180.11	\$190.46	\$168.36	\$161.38
A-3 Assembly, general, community halls, libraries, museums	\$185.05	\$177.18	\$170.67	\$162.31	\$148.58	\$143.75	\$155.46	\$131.00	\$125.02
A-4 Assembly, arenas	\$218.07	\$210.20	\$203.68	\$195.33	\$181.65	\$176.76	\$188.48	\$164.01	\$158.03
B Business	\$192.02	\$185.04	\$179.30	\$170.56	\$155.93	\$150.11	\$164.01	\$137.00	\$131.05
E Educational	\$197.52	\$190.73	\$185.77	\$177.32	\$165.32	\$156.97	\$171.23	\$144.39	\$140.26
F-1 Factory and industrial, moderate hazard	\$114.08	\$108.82	\$102.59	\$98.59	\$88.51	\$84.45	\$94.44	\$74.21	\$69.43
F-2 Factory and industrial, low hazard	\$113.08	\$107.82	\$102.59	\$97.59	\$88.51	\$83.45	\$93.44	\$74.21	\$68.43
H-1 High Hazard, explosives	\$106.73	\$101.48	\$96.25	\$91.25	\$82.38	\$77.32	\$87.10	\$68.08	NP
H234 High Hazard	\$106.73	\$101.48	\$96.25	\$91.25	\$82.38	\$77.32	\$87.10	\$68.08	\$62.30
H-5 HPM	\$192.02	\$185.04	\$179.30	\$170.56	\$155.93	\$150.11	\$164.01	\$137.00	\$131.05
I-1 Institutional, supervised environment	\$191.30	\$184.81	\$179.46	\$171.90	\$158.36	\$154.06	\$171.99	\$141.86	\$137.45
I-2 Institutional, hospitals	\$321.25	\$314.27	\$308.52	\$299.78	\$284.17	NP	\$293.24	\$265.24	NP
I-2 Institutional, nursing homes	\$222.99	\$216.01	\$210.27	\$201.52	\$187.89	NP	\$194.98	\$168.96	NP
I-3 Institutional, restrained	\$218.28	\$211.30	\$205.55	\$196.81	\$183.43	\$176.62	\$190.27	\$164.50	\$156.55
I-4 Institutional, day care facilities	\$191.30	\$184.81	\$179.46	\$171.90	\$158.36	\$154.06	\$171.99	\$141.86	\$137.45
M Mercantile	\$140.27	\$134.81	\$129.18	\$122.96	\$112.68	\$109.23	\$116.95	\$97.44	\$93.50
R-1 Residential, hotels	\$193.08	\$186.60	\$181.24	\$173.68	\$159.89	\$155.58	\$173.77	\$143.39	\$138.97
R-2 Residential, multiple family	\$161.95	\$155.46	\$150.10	\$142.54	\$129.52	\$125.22	\$142.64	\$113.02	\$108.61
R-3 Residential, one- and two-family ^d	\$151.10	\$146.99	\$143.20	\$139.61	\$134.50	\$130.95	\$137.27	\$125.85	\$118.45
R-4 Residential, care/assisted living facilities	\$191.30	\$184.81	\$179.46	\$171.90	\$158.36	\$154.06	\$171.99	\$141.86	\$137.45
S-1 Storage, moderate hazard	\$105.73	\$100.48	\$94.25	\$90.25	\$80.38	\$76.32	\$86.10	\$66.08	\$61.30
S-2 Storage, low hazard	\$104.73	\$99.48	\$94.25	\$89.25	\$80.38	\$75.32	\$85.10	\$66.08	\$60.30
U Utility, miscellaneous	\$83.66	\$79.00	\$74.06	\$70.37	\$63.47	\$59.32	\$67.24	\$50.19	\$47.80

update to new chart 2019 prices, remove year from chart code reference

- a. Private Garages use Utility, miscellaneous
- b. For shell only buildings deduct 20 percent
- c. NP = not permitted
- d. Unfinished basements (Group R-3) = \$21.00 per sq. ft.

Building Valuation Data – AUGUST 2019

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in February 2020. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the “average” construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2018 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are “average” costs based on typical construction methods for each occupancy group and type of construction. The average costs

include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
- 3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

Example

Type of Construction: IIB

Area: 1st story = 8,000 sq. ft.
2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
B/IIB = \$175.70/sq. ft.
3. Permit Fee:
Business = 16,000 sq. ft. x \$175.70/sq. ft x 0.0075
= \$21,084

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs ^{a, b, c}

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	246.61	238.50	232.82	223.18	209.86	203.80	216.12	191.69	184.50
A-1 Assembly, theaters, without stage	225.65	217.54	211.85	202.22	189.15	183.09	195.16	170.98	163.79
A-2 Assembly, nightclubs	191.96	186.56	182.12	174.70	164.94	160.39	168.64	149.29	144.33
A-2 Assembly, restaurants, bars, banquet halls	190.96	185.56	180.12	173.70	162.94	159.39	167.64	147.29	143.33
A-3 Assembly, churches	226.69	218.58	212.89	203.26	191.60	185.54	196.20	173.43	166.24
A-3 Assembly, general, community halls, libraries, museums	190.63	182.52	175.84	167.20	153.09	148.07	160.14	134.97	128.78
A-4 Assembly, arenas	224.65	216.54	209.85	201.22	187.15	182.09	194.16	168.98	162.79
B Business	197.81	190.62	184.70	175.70	160.65	154.63	168.95	141.15	134.99
E Educational	207.77	200.59	194.83	186.43	173.71	164.91	180.01	151.89	147.25
F-1 Factory and industrial, moderate hazard	117.60	112.19	105.97	101.84	91.54	87.26	97.61	75.29	70.95
F-2 Factory and industrial, low hazard	116.60	111.19	105.97	100.84	91.54	86.26	96.61	75.29	69.95
H-1 High Hazard, explosives	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	N.P.
H234 High Hazard	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	63.56
H-5 HPM	197.81	190.62	184.70	175.70	160.65	154.63	168.95	141.15	134.99
I-1 Institutional, supervised environment	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
I-2 Institutional, hospitals	330.92	323.73	317.81	308.81	292.72	N.P.	302.06	273.22	N.P.
I-2 Institutional, nursing homes	229.68	222.49	216.58	207.57	193.53	N.P.	200.83	174.02	N.P.
I-3 Institutional, restrained	224.86	217.67	211.75	202.75	188.96	181.94	196.00	169.45	161.29
I-4 Institutional, day care facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
M Mercantile	142.95	137.54	132.11	125.68	115.38	111.83	119.62	99.73	95.77
R-1 Residential, hotels	199.70	192.92	186.99	179.78	164.90	160.43	179.93	148.60	143.96
R-2 Residential, multiple family	167.27	160.49	154.56	147.35	133.71	129.23	147.50	117.40	112.76
R-3 Residential, one- and two-family ^d	154.28	150.09	146.35	142.65	137.55	133.92	140.30	128.74	121.24
R-4 Residential, care/assisted living facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
S-1 Storage, moderate hazard	108.99	103.58	97.35	93.22	83.14	78.87	88.99	66.89	62.56
S-2 Storage, low hazard	107.99	102.58	97.35	92.22	83.14	77.87	87.99	66.89	61.56
U Utility, miscellaneous	84.66	79.81	74.65	71.30	64.01	59.80	68.04	50.69	48.30

- Private Garages use Utility, miscellaneous
- For shell only buildings deduct 20 percent
- N.P. = not permitted
- Unfinished basements (Group R-3) = \$22.45 per sq. ft.